



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
MARK E. HENDERSON, Mayor Pro Tem
PAULETTE C. FRANCIS, Council Member
ART KASKANIAN, Council Member
RODNEY G. TANAKA, Council Member

MINA SEMENZA, City Clerk
J. INGRID TSUKIYAMA, City Treasurer
CLINT OSORIO, City Manager
CARMEN VASQUEZ, City Attorney
LISA KRANITZ, Assistant City Attorney
PETER L. WALLIN, Deputy City Attorney

Tuesday, October 27, 2020

Open Session – 7:30 p.m.

In order to minimize the spread of the COVID 19 virus Governor Newsom has issued Executive Orders that temporarily suspend requirements of the Brown Act. Please be advised that the Council Chambers are closed to the public and that some, or all, of the Gardena City Council Members may attend this meeting telephonically.

If you would like to participate in this meeting, you can participate via the following options:

1. VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at youtube.com/Cityofgardena
2. PARTICIPATE BEFORE THE MEETING by emailing the Deputy City Clerk at bromero@cityofgardena.org by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line. Comments will be read into the record up to the time limit of three (3) minutes.
3. PARTICIPATE DURING THE MEETING VIA ZOOM WEBINAR
 - Join Zoom Meeting Via the Internet or Via Phone Conference
 - Direct URL: <https://us02web.zoom.us/j/84036305982>
Phone number: US: +1 669 900 9128, Meeting ID: 840 3630 5982
 - If you wish to speak live on a specific agenda item during the meeting you, may use the "Raise your Hand" feature during the item you wish to speak on. For Non-Agenda Items, you would be allowed to speak during Oral Communications, and during a Public Hearing you would be allowed to speak when the Mayor opens the Public Hearing. Members of the public wishing to address the City Council will be given three (3) minutes to speak.
4. 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 bromero@cityofgardena.org at least 24 hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

The City of Gardena thanks you in advance for taking all precautions to prevent spreading the COVID 19 virus.

**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

PUBLIC COMMENT ON CLOSED SESSION

Public comment is permitted only on the items that have been described on this agenda (GC §54954.3).

2. CLOSED SESSION – *No Items*

3. PLEDGE OF ALLEGIANCE & INVOCATION

Hailey and Hollis Mason
Purche Avenue Elementary School

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

(1) Legislative Update by Senator Steven Bradford

B. PROCLAMATIONS – *No Items*

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 Minutes

(a) Regular Meeting of the City Council, July 28, 2020

(b) Planning & Environmental Quality Commission, August 18, 2020

(2) Affidavit of Posting Agenda on October 23, 2020

C. CITY TREASURER

(1) Approval of Warrants / Payroll Register

(a) October 27, 2020

D. CITY MANAGER

(1) Personnel Report No. P-2020-18

(2) RESOLUTION NO. 6483, Reaffirming Proclamation and Resolution No. 6441 which Declared the Existence of Local Emergency

(3) PW – Acceptance of Work and Notice of Completion of Local Streets Overlay 2018, JN 921 Sequel Contractors, Inc.

(4) PW – Approval of Final Parcel Map No. 82825, 2063 W. Redondo Beach Boulevard

(5) PW - Approval of Final Tract Map No. 82667, 2101 and 2129 W. Rosecrans Avenue

(6) REC – Ratify Administrative Approval of the Elderly Nutrition Program Contract ENP202105 Amendment Two – Additional Funding

(7) GTRANS – Memorandum of Understanding (MOU) by and between City of Gardena and The Los Angeles County Metropolitan Transportation Authority for Proposition A 40% Discretionary Funds

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. OCTOBER 20, 2020, MEETING

(1) Environmental Assessment #5-20, Site Plan Review #3-20, Zone Change #2-20, General Plan Amendment #2-20, Tentative Tract Map #2-20 (Evergreen Residential Project)

The Planning Commission considered a request for site plan review and tentative tract map to allow the development of 84 three-story attached condominium townhomes, including two low-income units; a Zone Change to change the zoning from C-3 (General Commercial) to R-4 (High Density Multiple-Family Residential); and a General Plan Amendment to change the land use designation from General Commercial to High Density Residential. A Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) were prepared to address the environmental impacts. The Commission considered the MND and MMRP at the same time as it considers all other requests.

Project Location: 13615, 13619, and 13633 Vermont Avenue

Applicant: Melia Homes Inc.

Commission Action: Commission approved Resolution No. PC 10-20, adopting the Mitigated Negative Declaration and Mitigation Monitoring Program for purposes of the Tentative Tract Map and Site Plan Review and recommending that the City Council adopt the same for the General Plan Amendment and Zone Change; recommending that the City Council adopt the General Plan Amendment and Zone Change; and approving the Tentative Tract Map and Site Plan subject to the Legislative approvals.

City Council Public Hearing on General Plan Amendment and Zone Change will be held on November 10, 2020. City Council may receive and file report on Tract Map and Site Plan or call the items for review in which case all matters will be heard on December 15, 2020

(2) Environmental Assessment #15-19, Site Plan Review #5-19, Zone Change #1-19, General Plan Amendment #1-19, Tentative Tract Map #3-19, Variance #2-19 (141st and Normandie Townhomes)

The Planning Commission considered a request for site plan review, tentative tract map, and variance to allow the development of 50 three-story attached condominium townhomes; a Zone Change to change the zoning from R-1/R-3 (Single-Family and Medium Multi-Family Residential Zone) to R-4 (High Density Multiple-Family Residential); a General Plan Amendment to change the land use designation from Low/Medium Residential to High Density Residential. A Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) were prepared to address the environmental impacts. The Commission considered the MND and MMRP at the same time as it considers all other requests.

Project Location: 1335, 1337, 1341 and 1343 West 141st Street

Applicant: The Olson Company

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

- (2) **Environmental Assessment #15-19, Site Plan Review #5-19, Zone Change #1-19, General Plan Amendment #1-19, Tentative Tract Map #3-19, Variance #2-19 (141st and Normandie Townhomes) (Continued)**

Commission Action: Commission approved Resolution No. PC 9-20, adopting the Mitigated Negative Declaration and Mitigation Monitoring Program for purposes of the Tentative Tract Map, Site Plan Review and Variance, and recommending that the City Council adopt the same for the General Plan Amendment and Zone Change; recommending that the City Council adopt the General Plan Amendment and Zone Change; and approving the Tentative Tract Map, Site Plan, and Variance subject to the Legislative approvals.

City Council Public Hearing on General Plan Amendment and Zone Change will be held on November 10, 2020. City Council may receive and file report on Tract Map and Site Plan or call the items for review in which case all matters will be heard on December 15, 2020

- (3) **ORDINANCE NO. 1821**

An ordinance adding Chapter 18.57 to the Gardena Municipal Code allowing low barrier navigation centers in the Mixed-Use Overlay and Commercial Residential zones as a permitted use as required by State law. A low barrier navigation center assists homeless individuals by removing barriers to finding temporary housing. The Ordinance is exempt from CEQA.

Project Location: Citywide

Applicant: City

Commission Action: Commission approved Resolution No. PC 11-20 recommending that the City Council approve Ordinance No. 1821.

City Council Public Hearing on Zone Change will be held on November 10, 2020.

ORAL COMMUNICATIONS (Limited to a 30-minute period)

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. Your cooperation is appreciated.

8. DEPARTMENTAL ITEMS

A. **ADMINISTRATIVE SERVICES – No Items**

B. **COMMUNITY DEVELOPMENT – No Items**

8. DEPARTMENTAL ITEMS

C. ELECTED & ADMINISTRATIVE OFFICES

- (1) RESOLUTION NO. 6485, Approving the Form and Authorizing Distribution of a Preliminary Official Statement and Approving the Form and Authorizing the Execution of a Bond Purchase Agreement and a Continuing Disclosure Certificate, all in connection with the Offering And Sale of Taxable Pension Obligation Bonds, and Authorizing and Directing Certain Actions with respect thereto

Staff Recommendation: Adopt Resolution. No. 6485

- (2) COVID-19 Update

D. PUBLIC WORKS – *No Items*

E. POLICE – *No Items*

F. RECREATION & HUMAN SERVICES – *No Items*

G. TRANSPORTATION

- (1) Approve Award of Contract to Psomas for Construction Management Services for \$332,739 and Authorize a Project Amount of \$399,287

Staff Recommendation: Approve Award of Contract

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS

A. COUNCIL ITEMS

- (1) RESOLUTION NO. 6484, Standing in Solidarity with the People of Armenia and Artsakh to Condemn Azerbaijan's Aggression

Staff Recommendation: Adopt Resolution No. 6484

- (2) Verbal Report: Attendance at the 2020 Annual League of California Cities Conference & Expo-Virtual, October 7-9, 2020

(to be given by Council Member Rodney G. Tanaka)

B. COUNCIL DIRECTIVES

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

D. COUNCIL REMARKS

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

10. ANNOUNCEMENTS

11. REMEMBRANCES

Gilberto Bareno, 75 years of age, beloved brother of Juan Bareno, Sewer Maintenance Worker in the Public Works Department.

12. ADJOURNMENT

The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, November 10, 2020.

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 available on our website at www.CityofGardena.org.

Dated this 23rd day of October 2020

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

**MINUTES
Regular Meeting of the
City of Gardena City Council
Tuesday, July 28, 2020**

In order to minimize the spread of the COVID-19 virus Governor Newsom has issued Executive Orders that temporarily suspend requirements of the Brown Act. Please be advised that the Council Chambers are closed to the public and that some, or all, of the Gardena City Council Members may attend this meeting telephonically.

The regular meeting of the City Council of the City of Gardena, California, was called to order at 7:33 p.m. on Tuesday, July 28, 2020, in the Council Chamber of City Hall, 1700 West 162nd Street, Gardena, California: Mayor Tasha Cerda presiding.

1. ROLL CALL

Present via teleconference: Mayor Tasha Cerda; Mayor Pro Tem Mark E. Henderson; Council Member Rodney G. Tanaka; Council Member Art Kaskanian; and Council Member Paulette C. Francis. Other City officials and employees present via teleconference: City Manager Clint Osorio; City Attorney Carmen Vasquez; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero. City Treasurer Ingrid Tsukiyama was not present.

PUBLIC COMMENT ON CLOSED SESSION

2. CLOSED SESSION – *No Items*

3. PLEDGE OF ALLEGIANCE& INVOCATION

A. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Henderson led the Pledge of Allegiance.

B. INVOCATION

Council Member Rodney G. Tanaka led the Invocation.

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS - *None*

B. PROCLAMATIONS - *None*

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

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS (Continued)

C. APPOINTMENTS (Continued)

- (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: Affidavit of Posting Agenda on July 24, 2020

C. CITY TREASURER

- (1) Approved: Warrants / Payroll Register

July 14, 2020: Wire Transfer: 11900-11903; Check Nos. 159871-160049 - for a total Warrants issued in the amount of \$2,923,887.65; Total Payroll Issued for July 17, 2020: \$2,191,423.98

- (2) Approved: Monthly Portfolio

(a) June 2020

D. CITY MANAGER

- (1) Approved: Personnel Report No. P-2020-13

- (2) Approved: GTRANS - Agreements with Los Angeles County and the City of Hawthorne and the City of Gardena for Paratransit Service

- (3) Approved: PW - Contract Change Order to the Professional Services Agreement for the Traffic Signal Reconstruction on Vermont Avenue at Redondo Beach Boulevard and Rosecrans Avenue, JN 930, Totaling \$22,649.00 to Iteris, Inc.

- (4) Approved: PW - Reject a Bid and Re-Bid for the Primm Memorial Pool Expansion and Improvements Project – Pool Facility Building Demolition Phase, JN 978

It was moved by Mayor Pro Tem Henderson, seconded by Council Member Tanaka, and carried by the following roll call vote to Approve all the Items on the Consent Calendar, with the exception of Item 5.D.(4):

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

6. EXCLUDED CONSENT CALENDAR

Item 5.D.(4) was pulled for discussion by Mayor Pro Tem Henderson. He wanted to see if this is was an opportunity to solicit to some of the smaller firms to participate and run ads in the Sentinel, the Gardena Valley News, and or the Wave, as well as Planet Bids. City Manager Osorio confirmed that he would make sure that we advertise in other medias.

It was moved by Mayor Pro Tem Henderson, seconded by Council Member Tanaka, and carried by the following roll call vote to Approve Item 5.D(4):

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

Noes: None

Absent: None

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. July 21, 2020, MEETING – *Meeting Cancelled*

ORAL COMMUNICATIONS

There were no Speakers.

8. DEPARTMENTAL ITEMS

A. ADMINISTRATIVE SERVICES

(1) Approval of Blanket Purchase Orders for Fiscal Year 20-21

City Manager Osorio presented the Staff Report.

There was a discussion which included Council regarding if some of the smaller firms that are not on the list can be notified, prior to this being approved, and if change orders would still come back to Council for approval. City Manager Osorio confirmed that was correct; he continued to explain that the Blanket Purchase Orders allows the City to buy goods or services with predetermined terms or conditions, it is a tool that we will use to streamline the process, it eliminates having to go back to Council numerous times to approve purchase orders that are over \$30,000, which is stated in the City's Purchasing Policy.

It was moved by Council Member Kaskanian, seconded by Council Member Tanaka, and carried by the following roll call vote to Approve Blanket Purchase Orders:

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

Noes: None

Absent: None

8. DEPARTMENTAL ITEMS (Continued)

B. COMMUNITY DEVELOPMENT

- (1) PUBLIC HEARING: ORDINANCE NO. 1820, Introduction of an Ordinance Making Changes to Title 18 of the Gardena Municipal Code Relating to Residential Development and Time Extensions for Entitlements

ORDINANCE NO. 1820

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, MAKING ADDITIONAL CHANGES TO TITLE 18, ZONING, OF THE GARDENA MUNICIPAL CODE RELATING TO RESIDENTIAL DEVELOPMENT AND EXTENSIONS FOR ENTITLEMENTS

City Manager Osorio presented the Staff Report.

Lisa Kranitz, Assistant City Attorney and Raymond Barragan, Acting Community Development Director, gave a PowerPoint presentation.

Mayor Cerda opened the Public Hearing at 7:59 p.m. and asked if there were any comments from the public.

SPEAKERS:

- (1) Wanda Love, resident: spoke in opposition of the project.

There was a discussion which included Mayor and Council regarding if the City contacted any other developers to get their input, and how does one define affordability. Mayor Cerda then asked for confirmation that we just reached out to the developers for some suggestions, nothing was tailored to one specific developer. Acting Director Barragan explained that roundtable sessions were held with all the various developers who we have worked with in the past 8-9 years, they were also able to bring their architects and planners to these meetings, so a lot of information was brought to the table; he then confirmed that we just reached out for suggestions only to get their input. Assistant Attorney Kranitz added that we did not get the developer's input regarding the size of the unit, we were directed to see what other cities were doing and to make a recommendation to the City Council. It was then stated that there are very low, low, and moderate units in regards to affordability; these numbers are set by state statute, if they change it's because the median income has changed; then stated that nothing in this Ordinance increases the allowed density of the project, the change and development standards shifts around allowing to come up with a better design.

There was no further comment; Mayor Cerda closed the Public Hearing at 8:15 p.m.

Ordinance No. 1820 was Introduced by Mayor Pro Tem Henderson

C. ELECTED & ADMINISTRATIVE OFFICES

- (1) RESOLUTION NO. 6473, Approving the Borrowing of Funds for Fiscal Year 2020-2021 Pursuant to a Revolving Line of Credit with U.S. Bank National Association

RESOLUTION NO. 6473

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2020-2021 PURSUANT TO A REVOLVING LINE OF CREDIT WITH US BANK NATIONAL ASSOCIATION

8. DEPARTMENTAL ITEMS (Continued)

C. ELECTED & ADMINISTRATIVE OFFICES (Continued)

- (1) RESOLUTION NO. 6473, Approving the Borrowing of Funds for Fiscal Year 2020-2021 Pursuant to a Revolving Line of Credit with U.S. Bank National Association (Continued)

City Manager Osorio presented the Staff Report.

There was a discussion which included Mayor and Council regarding ensuring that the City has adequate cash flow to meet reoccurring obligations due to the COVID-19 Pandemic. City Manager Osorio stated that our reserve has been reduced by \$8 million dollars due to the pandemic; he continued to say that in order to have a safety net, we are applying for a line of credit to ensure adequate cash flow; we will only use this money in an extreme emergency. The following questions were asked: 1) What amount will we have to pay back if we borrow from this, and what amount will have to pay back if we don't use it at all; 2) What if we do nothing; 3) What will this do to our credit rating; 4) Are there any exclusions as to how you spend the money. City Manager Osorio replied to the questions asked 1) If we don't use the money, there will be an annual interest of \$33,250 or \$2,800 per month; if we were to borrow \$1 million dollars, for example, that rate of \$1 million dollars would be 1.75% or approximately \$17,000; 2) If we do nothing, our reserves will continue to run out, since we have no revenue coming in due to the pandemic; 3) Applying for a line of credit will not affect our credit rating; and 4) There are no exclusions as to how we can spend the money. It was confirmed by City Manager Osorio who stated that the Finance Committee at its June 18, 2020 meeting approved the recommendation to establish a line of credit with U.S. Bank National Association.

SPEAKERS:

- (1) Wanda Love, resident: asked for clarification as to how the money will be spent. City Manager Osorio gave a brief recap of what was already discussed.

It was moved by Council Member Kaskanian, seconded by Council Member Tanaka, and carried by the following roll call vote to Adopt Resolution No. 6473:

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

Noes: None

Absent: None

- (2) RESOLUTION NO. 6474, Authorizing the Issuance and Sale of Bonds to refund certain Pension Obligations of the City, approving the form and authorizing the execution of a Trust Agreement, authorizing judicial validation proceedings relating to the issuance of such bonds and authorizing actions related thereto

RESOLUTION NO. 6474

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE ISSUANCE AND SALE OF BONDS TO REFUND CERTAIN PENSION OBLIGATIONS OF THE CITY, APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT, AUTHORIZING JUDICIAL VALIDATION PROCEEDINGS RELATING TO THE ISSUANCE OF SUCH BONDS AND AUTHORIZING ACTIONS RELATED THERETO

8. DEPARTMENTAL ITEMS (Continued)

C. ELECTED & ADMINISTRATIVE OFFICES (Continued)

(2) RESOLUTION NO. 6474, Authorizing the Issuance and Sale of Bonds to refund certain Pension Obligations of the City, approving the form and authorizing the execution of a Trust Agreement, authorizing judicial validation proceedings relating to the issuance of such bonds and authorizing actions related thereto (Continued)

- (a) Approve Resolution No. 6474, authorizing the Issuance and Sale of Bonds to refund certain Pension Obligations of the City, approve the form and authorizing the execution of a Trust Agreement, authorize judicial validation proceedings relating to the issuance of such bonds and authorize actions related thereto; and,
- (b) Authorize the City Manager and the Chief Fiscal Officer to take all administrative and budgetary actions necessary to perform the bond issuance, including the negotiation and execution of agreements with Quint & Thimmig LLP for judicial validation proceedings, bond counsel, and disclosure counsel services; KNN Public Finance to act as municipal advisor; and US Bank National Association to act as trustee

City Manager Osorio presented the Staff Report.

City Manager Osorio made Council aware that Mr. Mark Young, Managing Director of KNN Public Finance and Mr. Brian Quint, Bond Counsel of Quint & Thimmig, LLP were available for any questions.

There was a discussion which included Mayor and Council regarding the issuance and sale of bonds to refund certain pension obligations of the City. Mr. Young came into the meeting and explained what KNN Public Finance's fiduciary responsibilities were to the City and answered all questions from Council. City Manager Osorio stated that a couple of years ago we implemented the "Fresh Start" program which got the ball rolling. He continued to say that due to the devastating effects of the COVID-19 Pandemic, the City's 2020-21 adopted budget forecasts a structural deficit of \$1.8 million. Despite staff reductions and furloughs, the disruption of the City's revenue streams has been catastrophic. Staff has therefore been exploring solutions to address these budgeted deficits given the City's finite resources and the evolving nature of an uncertain economy.

SPEAKERS:

- (1) Wanda Love, resident: asked what the worst-case scenario would be if these bonds did not sell and if it would have any financial impact on the residents. Mr. Young explained that because the City has an excellent credit rating, he does not see it an issue of not being able to sell the bonds. He gave a brief explanation of the current status.

It was moved by Council Member Tanaka, seconded by Council Member Kaskanian, and carried by the following roll call vote to Adopt Resolution No. 6474 and Authorize City Manager and Chief Fiscal Officer to take all Administrative and Budgetary actions necessary:

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

Noes: None

Absent: None

9. DEPARTMENTAL ITEMS (Continued)

D. PUBLIC WORKS – 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) Mayor Pro Tem Henderson asked City Manager for a GPD Listening Tour Summary Report as we start working on the next steps and actions to make sure our GPD goes from warrior status to guardian of our community and the things we're going to do moving forward. This was seconded by Council Member Tanaka.
- (2) Council Member Tanaka requested that the City Manager and Chief of Police to get together to find out the feasibility of putting this piece of equipment "Simulator" into operation. He understands that the Simulator is not cheap, but he would like it if we could look into how we can purchase the simulator and engage with other Police Departments especially within the South Bay. This was seconded by Mayor Pro Tem Henderson.
- (3) Council Member Francis asked if the Economic Development Manager can put together a package for city businesses who may not know how to advertise their business on social media such as Groupon, mostly mom-and-pop businesses in order to help revitalize them. This was seconded by Mayor Pro Tem Henderson.
- (4) Mayor Cerda stated that this past Fourth of July, she received multiple complaints along with numerous emails and people were sending videos and pictures of neighbors. She understands that it's hard when the police are called because they must see the person lighting off the illegal fireworks. What she would like to see, is if the city could put together a Fireworks Ordinance where there would be an Administrative Citation, because she believes it can be more effective. This was seconded by Council Member Tanaka with an addition of using drones to help combat the issue.

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

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

- (1) Firework Fees that the city collected from the Fireworks Stands for this year; and
- (2) New Memorial Hospital of Gardena, Chief Executive Officer Mr. Kevin Metcalf. Mr. Metcalf talked to our staff about GMH's response to COVID-19 and how they have managed to maintain all functions and services during this critical time.
- (3) Video presentation regarding Corona Virus Update.

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

- (1) MAYOR PRO TEM HENDERSON – He attended an event sponsored by Al Muratsuchi titled “Being a Black Leader in the South Bay.” He stated the event was interesting and it was a listen and share kind of event. He also received some feedback from the listening tour which is moving positive for District 3. He attended his legislative committee for the Southern California Area of Governments so stay tuned for some of the legislation we are trying to put forward. He asked the Mayor to add Congressman and Civil Rights Icon John Lewis to the adjournment as well Gabriella O’Donnell who is the mother of Robert Garcia (Mayor of Long Beach), she just passed with complications from COVID-19.
- (2) COUNCIL MEMBER FRANCIS – She stated since they last met, she attended the South Bay Council of Governments Legislative Briefing. She also attended all three listening tours which she said was very interesting. She said we have a diversity of concerns and compliments for our Police Department. She met with Nikki Sweeney and Mrs. Rosie Martinez, Gardena Community of Schools Administrator from LAUSD to discuss a school/city partnership with LAUSD. She also attended the South Bay Council of City Governments Directors Meeting. She also mentions a “Attention Voters” piece of mail that you should have received from the LA Registers of voters to confirm your address. If the address is correct there is no action needed but if it is not, make sure to put the correct address. She states we will all be voting by mail and to make to check your status on LAVote.net and if you are not registered to vote please do so. She mentions that voting is one of our most precious privileges. She states in the words of the late Congressman John Lewis “Vote like you have never voted before.”
- (3) COUNCIL MEMBER KASKANIAN – He states he does not have a report for today, but he wanted to give his condolences to Tony Dixon and the passing of his uncle Congressman John Lewis. He states he was an iconic person and this is a loss for everybody.
- (4) MAYOR CERDA – She mentioned through the Los Angeles County Sanitation District they have a Wastewater Fee Rebate for those businesses that were impacted with COVID-19, may qualify for this rebate. She has given the information out to the Economic Development Director and she believes he has emailed the information out but if he has not you can call City Hall and ask about the rebate information. Since the last Council Meeting, she attended the monthly CCGA Meeting that deals with the board that she sits on for our casinos. She also attended via Zoom her monthly Sanitation Meeting and attended the Finance Meeting. She then attended the following day the Sanitation Districts Orientation Meeting and she attended this meeting before because she is on the Sanitation Board for about two years and she thinks it is good to have a refresher course. She got good information on what the Sanitation Board does and how it affects our residents and businesses on a daily basis. She also wanted to wish Stephany Santin a Happy Birthday. She also wanted to mention to everyone to please keep wearing their masks and practice social distancing. As we see the number of deaths rise in the South Bay and California, we need to remember to wear our masks; it can make a difference in saving your life. She mentioned she wanted to add two icons to the adjournment CT Vivienne and Congressman John Lewis from Atlanta, Georgia. She also added that she attended the District 3 Listening Tour and wanted to give kudos to everyone involved. She said they were so open to all the questions and concerns. The community really appreciated hearing from our Police Department. She loved the fact that all the Council Members were so involved. She thanked Chief Saffell and his staff on the great job.

9. COUNCIL ITEMS, DIRECTIVES & REMARKS (Continued)

D. COUNCIL REMARKS (Continued)

- (5) COUNCIL MEMBER TANAKA– Since the last meeting, he attended the SBCCOG Board Meeting and they had the BizFed Employer Group General Manager Mark Wilbur attend. He gave a talk about how businesses are doing, and Mark is willing to talk to anybody and has a phone number if the City Manager wants it. He also attended the District 3 Listening Tour, and he thinks it went very well. He then thanked Mayor Pro Tem Henderson for suggesting the Listening Tours and was probably one of the best things that came out of our Police Department, there were a lot of good topics and discussions. He attended Sergeant Brian Juckett's retirement get together. He wanted to give his condolences to Anthony Dixon on the passing of his Uncle Congressman John Lewis and the tribute to him was great. He thanked the City Manager and his staff for being great forward thinkers regarding finances. He stated there are a lot of great things the City Manager is doing for us during this difficult time.

10. ANNOUNCEMENTS

City Manager announced:

- (1) The City of Gardena and Charitable Funds Benefiting Gardena Community Partnership, on July 22, 2020 the City of Gardena hosted a Food Giveaway for Gardena Residents; over 150 families were provided food and resources.
- (2) Drive Thru Back 2 School Give-A-Way on August 5, 2020.
- (3) Acknowledged Director of Recreation and Human Services Stephany Santin and wished her a Happy Birthday, as well as Mayor Cerda's birthday being August 2nd.

11. REMEMBRANCES

Mrs. Shirley A. Glaspie, 71 years of age, beloved sister of GTrans' Transportation Operations Supervisor, Uneice Jones; Gabriella O'Donnell, mother of the Mayor of Long Beach, Robert Garcia; CT Vivienne, close friend of the late great Martin Luther King as well a Lieutenant; and Congressman John Lewis of Atlanta, Georgia who was 80 years of age, he was a civil rights icon, served in congress over 30 years and friend of Mayor Cerda.

12. ADJOURNMENT

At 9:38 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m., and the Regular City Council Meeting at 7:30 p.m. on Tuesday, August 11, 2020.

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

APPROVED:

Tasha Cerda, Mayor

By: _____
Becky Romero, Deputy City Clerk

**CITY OF GARDENA
PLANNING & ENVIRONMENTAL QUALITY COMMISSION
MINUTES**

**TUESDAY, AUGUST 18, 2020, MEETING
VIRTUAL MEETING VIA ZOOM**

* * *

Called to order by Vice Chair Sherman at 7:01 P.M.

ROLL CALL

Present: Steve Sherman, Stephen Langley, Deryl Henderson, Brenda Jackson
Absent: Dale Pierce
Also in Attendance: Lisa Kranitz, Assistant City Attorney
Raymond Barragan, Acting Community Development Director
John F. Signo, AICP, Senior Planner
Amanda Acuna, Planning Assistant

PLEDGE OF ALLEGIANCE

None.

APPROVAL OF MINUTES

A motion was made by Commissioner Langley and seconded by Commissioner Sherman to approve the minutes of the meeting on August 4, 2020. The minutes were approved 4-0-1.

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

ORAL COMMUNICATIONS FROM THE PUBLIC

Agenda Item #4

Assistant Planner Acuna addressed the Commission and public on procedures for conducting the online meeting since all participants were attending from a remote location. Instructions on how to comment and ask questions via the Zoom application was given.

There were no oral communications from the public.

PUBLIC HEARING

Agenda Item #5

**Site Plan Review #4-19; Tentative Tract Map #2-19
*Continued from the August 4, 2020 meeting***

Request for site plan review and tentative tract map approval for the construction of six new townhome units in the Medium Density Multiple-Family Residential (R-3) zone per

Section 18.44.010.E and Chapter 17.08 of the Gardena Municipal Code, and direction to staff to file a Notice of Exemption.

Project Location: 1621 W. 147th Street (APN: 6103-031-075)

Applicant: Julio Vargas

Assistant Planner Acuna gave the staff presentation. Ms. Acuna explained that the item was originally scheduled for the August 4, 2020 Planning Commission meeting, but continued to tonight's meeting. She gave a brief presentation of the surrounding area, project site, and proposed project. She indicated the project meets all development standards and required findings for approval. She stated the project was adequately noticed and staff did receive a number of comments from the public. Concerns included property maintenance, parking, blocking of traffic, and how the project would benefit the City. She explained that the property would be maintained by the homeowners once developed, that the Police Department could respond to parking violations and traffic concerns, and the project would help the City meet its regional housing needs obligation.

Assistant Attorney Kranitz explained that this project is a by-right product since it meets the development standards of the R-3 zone. The Planning Commission does have certain discretion over appearance and may condition the project to address concerns.

Commissioner Langley stated that this property jets out into the street more than adjacent properties. He asked if the street will be aligned.

Ms. Acuna stated that Public Works did review the project and will require a two-foot dedication to widen the street.

Commissioner Langley asked that since the City's population will be increased, is there a plan for new parks? Will Parks and Recreation determine where they will put new parks?

Ms. Kranitz indicated that the Recreation Department would be responsible for park development and information is included in the Open Space Plan of the City's Resources Element. If a site is available for recreation then information can be passed on to the Recreation Department.

Chair Jackson asked if there were any other questions of staff. Hearing none, she asked if the public hearing can be opened.

Ms. Kranitz explained that the public hearing is open from the previous meeting. It was continued to a date certain to avoid re-noticing.

Chair Jackson asked the applicant to speak.

Julio Cesar Vargas indicated he grew up in the area and lives in Inglewood. He attended Hawthorn High School and his family has a business in the City of Gardena and is familiar with the area. He added that he helped open the DaVita clinic on Redondo Beach Boulevard in the City.

Commissioner Henderson asked if there would be a block wall on the east side of the property to secure the park.

Ms. Acuna explained that the project plans does show a sliding gate.

Commissioner Henderson asked about the access gates. He asked about the spaces behind the units; are they accessible to other units?

Ms. Acuna explained that they would be accessible to other units.

Mr. Vargas added that he did reach out to other residents in the neighborhood and showed them the project plans. He stated they were impressed with the project and out of the seven residents he met, three asked for advice on home improvement.

Chair Jackson asked if there was an issue with the garage standards.

Ms. Kranitz explained this project did not have an issue and that standards for the R-3 zone were not changed in the recently approved zone text amendment.

Ms. Kesha Harris who is a neighbor to the west asked about the median cost for the townhouses. Would it change the property value in the area? Would it be comparable to other homes sold recently?

Mr. Vargas indicated he is a developer and contractor. They look at market price, but focus on first-time homebuyers. They would like people in the area who are renting to have an opportunity to buy their own home. He explained that if the houses were completed today, a two bedroom, two-and-a-half bath would go for around \$430,000 to \$500,000, and larger units would sell for around \$475,000 to \$550,000.

Ms. Harris indicated this answered her question and gave thanks.

Chair Jackson asked if there were any other speakers. There being none, the public hearing was closed.

MOTION: It was moved by Commissioner Henderson and seconded by Commissioner Langley to adopt Resolution No. PC 8-20 approving Site Plan Review #4-19 and Tentative Tract Map #2-19 subject to conditions of approval, and directing staff to file a Notice of Exemption.

The motion passed by the following roll call vote:

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

Agenda Item #6

COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

Acting Community Development Director Raymond Barragan indicated they are working on directives from the Commission from the last meeting and will be bringing those items to the next couple of meetings.

Agenda Item #7

PLANNING AND ENVIRONMENTAL QUALITY COMMISSION REPORTS

Commissioner Henderson asked if the City Council determined the setback distancing at the last meeting?


Mr. Barragan mentioned the adjustment was made to the R-4 zone. The distance went from 10 feet to 15 feet. City Council wanted a larger front yard setback. That was the only adjustment to the setbacks in that project.

Ms. Kranitz indicated a copy of the signed ordinance can be provided to the Commission. Commissioner Langley, Vice Chair Sherman, and Chair Jackson had no report.

ADJOURNMENT

Chair Jackson adjourned the meeting at 7:43 P.M.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'RB', written over a horizontal line.

RAYMOND BARRAGAN, SECRETARY
Planning and Environmental Quality Commission

A handwritten signature in black ink, appearing to be 'BJ', written over a horizontal line.

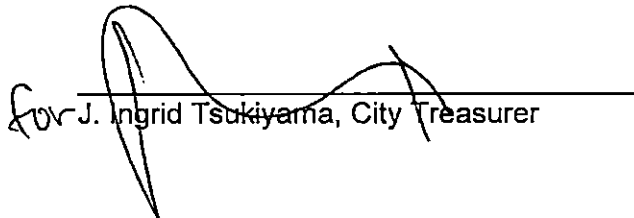
BRENDA JACKSON, CHAIR
Planning and Environmental Quality Commission

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Treasurer's Department
DATE: October 22, 2020
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

(a) October 27, 2020 TOTAL WARRANTS ISSUED: \$24,519.12
Prepay: 160870-160871
Total Pages of Register: 1
TOTAL WARRANTS ISSUED: \$2,191,161.11
Wire Transfer: 11931-11935
Prepay:
Check Numbers: 160872-161048
Checks Voided:
Total Pages of Register: 20

October 23, 2020 TOTAL PAYROLL ISSUED: \$1,781,084.43


For J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

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10/19/2020 9:09:34AM

Voucher List
CITY OF GARDENA

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Total :						20,019.12
160871	10/22/2020	111539 ARSM INVESTMENTS LLC	SBAP-JJNS-1		COVID-19 SMALL BUSINESS ASSISTANCE	4,500.00
Total :						4,500.00
Bank total :						24,519.12
Total vouchers :						24,519.12

2 Vouchers for bank code : usb

2 Vouchers in this report

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Bank code : usb

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11931	10/13/2020	419630 U.S. BANK	101320		TAXABLE LEASE REVENUE REFUNDIN	221,651.83
					Total :	221,651.83
11932	10/13/2020	106110 ADVANCED BENEFIT SOLUTIONS, LLC	101320		HEALTH INSURANCE CLAIMS	65,607.86
					Total :	65,607.86
11933	10/1/2020	111016 KAISER FOUNDATION HEALTH PLAN	OCTOBER 2020		HEALTH INSURANCE	212,450.49
					Total :	212,450.49
11934	10/1/2020	111016 KAISER FOUNDATION HEALTH PLAN	OCTOBER 20/RETIREE		HEALTH INSURANCE	53,996.60
					Total :	53,996.60
11935	10/19/2020	104058 ADMINISURE INC.	101920		WORKERS' COMP CLAIMS	45,678.38
					Total :	45,678.38
160872	10/27/2020	104058 ADMINISURE INC.	13637	023-01292	ADMINISURE CLAIMS ADMINISTRATION	11,680.00
					Total :	11,680.00
160873	10/27/2020	101748 AFTERMARKET PARTS COMPANY LLC, THE	82149214	037-09965	GTRANS AUTO PARTS	13,411.41
			82168530	037-09965	GTRANS AUTO PARTS	519.77
			82173582	037-09965	GTRANS AUTO PARTS	7,996.89
			82173588		GTRANS AUTO PARTS	23.92
			82173661		GTRANS AUTO PARTS	299.75
			82175368	037-09965	GTRANS AUTO PARTS	462.83
			82185090	037-09965	GTRANS AUTO PARTS	162.40
			82186825	037-09965	GTRANS AUTO PARTS	105.47
			82192439	037-09965	GTRANS AUTO PARTS	453.83
			82192571	037-09965	GTRANS AUTO PARTS	3,098.45
			82192575	037-09965	GTRANS AUTO PARTS	20.02
			82200708		GTRANS AUTO PARTS	-13,320.18
			82205778	037-09965	GTRANS AUTO PARTS	19.85
			82205779	037-09965	GTRANS AUTO PARTS	198.23
			82205780		GTRANS AUTO PARTS	1,045.45
			82212453	037-09965	GTRANS AUTO PARTS	1,528.74
			82213430	037-09965	GTRANS AUTO PARTS	406.11
			82213451	037-09965	GTRANS AUTO PARTS	1,791.69

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Total :						22,771.75
160874	10/27/2020	111543 AHE INVESTMENT MANAGEMENT LLC	SBAP-SR-1		COVID-19 SMALL BUSINESS ASSISTAN	30,000.00
Total :						30,000.00
160875	10/27/2020	110423 ALL STAR ELITE SPORTS	2256	073-00010	COVID-19 EMERGENCY SUPPLIES	4,079.25
Total :						4,079.25
160876	10/27/2020	100925 AMERICAN MOVING PARTS	01A113691		GTRANS AUTO PARTS	29.13
Total :						29.13
160877	10/27/2020	101628 AQUA-FLO SUPPLY	1599851 1612334 1621207		PARK MAINT SUPPLIES PARK MAINT SUPPLIES PARK MAINT SUPPLIES	177.70 342.94 47.72
Total :						568.36
160878	10/27/2020	111551 ARECHIGA, OSVALDO	101320		MILEAGE REIMBURSEMENT	68.97
Total :						68.97
160879	10/27/2020	111539 ARSM INVESTMENTS LLC	SBAP-MBS-1		COVID-19 SMALL BUSINESS ASSISTAN	4,482.00
Total :						4,482.00
160880	10/27/2020	106965 ASSAABLOY ENTRANCE, SYSTEMS US INC.	SEI/1372680		COMMUNITY CENTER DOORS - SERV	1,274.93
Total :						1,274.93
160881	10/27/2020	104687 AT&T	15355436 15355437 15355451 15355459 15355460 15374130 15403835		TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE	33.47 85.64 33.47 33.47 86.72 389.60 313.52
Total :						975.89
160882	10/27/2020	616090 AT&T	3103232408 10/01/20		TELEPHONE	1,170.19

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160882	10/27/2020	616090 616090 AT&T	(Continued)		Total :	1,170.19
160883	10/27/2020	100964 AT&T MOBILITY	287275680401X100120		PD CELL PHONE ACCT #287275680401	180.97
			287275681023X100120		PD CELL PHONE ACCT #287275681023	58.94
			287298156560X101020	073-00012	CITYWIDE COVID-19 EMERGENCY COI	1,807.24
					Total :	2,047.15
160884	10/27/2020	110190 BASNET FAMILY CHILD CARE	SEPTEMBER 2020		CHILD CARE PROVIDER	3,377.00
					Total :	3,377.00
160885	10/27/2020	111481 BATEMAN COMMUNITY LIVING, LLC	INV4650003157	034-00458	SENIOR FEEDING PROGRAM	9,476.25
			INV4650003200	034-00458	SENIOR FEEDING PROGRAM	9,392.46
					Total :	18,868.71
160886	10/27/2020	802155 BAYSIDE REPORTING COMPANY	12337		TRANSCRIPT ORIGINAL - S.THOMAS V.	1,357.75
			12338		VIDEOGRAPHER'S APPEARANCE & DV	920.50
			12339		CERTIFIED TRANSCRIPT - S.THOMAS V	2,063.25
			12340		VIDEOGRAPHER'S APPEARANCE & DV	1,326.00
					Total :	5,667.50
160887	10/27/2020	104302 BEE N' WASP NEST REMOVAL, SERVICE, LLC	955408		HONEY BEE NEST REMOVAL - 13401 S	95.00
					Total :	95.00
160888	10/27/2020	102135 BEHREND'S, KENT	00002092		IT NETWORK SUPPORT	1,190.00
			00002094	023-01291	IT NETWORK SUPPORT	3,400.00
					Total :	4,590.00
160889	10/27/2020	109749 BEVERLY BOY PRODUCTIONS, INC	110453	020-00028	RESTAURANT WEEK - VIDEO PRODUC	2,500.00
					Total :	2,500.00
160890	10/27/2020	102331 BLUE DIAMOND MATERIALS	2001255		STREET MAINT SUPPLIES	317.59
					Total :	317.59
160891	10/27/2020	108715 BOBBS, CINDY	SEPTEMBER 2020		CHILD CARE PROVIDER	2,629.00
					Total :	2,629.00
160892	10/27/2020	110938 BRANDON'S FAMILY CHILDCARE	SEPTEMBER 2020		CHILD CARE PROVIDER	1,634.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160892	10/27/2020	110938 110938 BRANDON'S FAMILY CHILDCARE	(Continued)		Total :	1,634.00
160893	10/27/2020	111554 CAMPOS, ARMANDO	202000904122638		REFUND - GARAGE SALES PROHIBITE	30.00
					Total :	30.00
160894	10/27/2020	823003 CARL WARREN & COMPANY	SEPTEMBER 2020		CLAIMS MANAGEMENT	1,397.60
					Total :	1,397.60
160895	10/27/2020	803420 CARPENTER, ROTHANS & DUMONT, LAW OFI	36283		PROFESSIONAL SERVICES	162.00
			36284		PROFESSIONAL SERVICES	54.00
			36285		PROFESSIONAL SERVICES	2,872.80
			36286		PROFESSIONAL SERVICES	133.20
			36287		PROFESSIONAL SERVICES	54.00
			36288		PROFESSIONAL SERVICES	72.00
			36289		PROFESSIONAL SERVICES	2,407.75
			36290		PROFESSIONAL SERVICES	154.80
			36291		PROFESSIONAL SERVICES	864.00
			36292		PROFESSIONAL SERVICES	72.00
			36293		PROFESSIONAL SERVICES	414.00
			36294		PROFESSIONAL SERVICES	359.58
					Total :	7,620.13
160896	10/27/2020	111366 CASSO & SPARKS, LLP	20438		PROFESSIONAL SERVICES	15,163.00
					Total :	15,163.00
160897	10/27/2020	111540 CCCSR PARK LANE, LLC	SBAP-GSI DBAC-1		COVID-19 SMALL BUSINESS ASSISTAN	30,000.00
					Total :	30,000.00
160898	10/27/2020	303331 CDTFA	JUL-SEPT 2020		UNDERGROUND STORAGE TANK MAIN	1,994.00
					Total :	1,994.00
160899	10/27/2020	103489 CF UNITED LLC	144-H 090120-093020		CAR WASH -SEPTEMBER 2020	168.00
					Total :	168.00
160900	10/27/2020	108378 CHARLES E. THOMAS COMPANY INC.	63986	037-09946	DESIGNATED OPERATOR SERVICE	200.00
			65887	037-09978	V/R BATTERY REPLACEMENT, PERMIT	1,920.45
					Total :	2,120.45

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160901	10/27/2020	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY C/	SEPTEMBER 2020		CHILD CARE PROVIDER	2,762.00
					Total :	2,762.00
160902	10/27/2020	110985 CIVICPLUS, LLC	202606	034-00451	RECREATION MANAGEMENT SOFTWA	14,190.52
					Total :	14,190.52
160903	10/27/2020	111416 COLANTUONO, HIGHSMITH &, WHATLEY, PC	44085		LEGAL SERVICES	257.38
					Total :	257.38
160904	10/27/2020	103470 CONNEY SAFETY PRODUCTS, LLC	05909946		COVID-19 EMERGENCY SUPPLIES	1,815.17
					Total :	1,815.17
160905	10/27/2020	111565 COUNTY SANITATION DISTRICTS OF, LOS AN	SBAP-ESS-1		COVID-19 SMALL BUSINESS ASSISTAN	10,200.00
					Total :	10,200.00
160906	10/27/2020	104152 CREATIVE BUS SALES, INC.	22822347	037-09971	GTRANS AUTO PARTS	65,308.28
					Total :	65,308.28
160907	10/27/2020	103353 CRM COMPANY, LLC.	LA16336 LA16337 LA16450 LA16451		SCRAP TIRE DISPOSAL FEE SCRAP TIRE DISPOSAL FEE SCRAP TIRE DISPOSAL FEE SCRAP TIRE DISPOSAL FEE	29.50 39.50 29.50 29.50
					Total :	128.00
160908	10/27/2020	111541 CROWN EDDIE PLAZA LLC	SBAP-L101-1		COVID-19 SMALL BUSINESS ASSISTAN	15,792.00
					Total :	15,792.00
160909	10/27/2020	110319 CWE DIRECTOR	20249	024-00686	MS4 PERMIT MONITORING AND COMP	10,690.00
					Total :	10,690.00
160910	10/27/2020	110338 DARTCO TRANSMISSION, SALES & SERVICE	C246858		UNIT 8 VEHICLE FIRST GEAR ISSUE	280.00
					Total :	280.00
160911	10/27/2020	110844 DATA GEAR, INC.	42469	035-01016	VIDEO POLICING SYSTEM CAMERA M/	150.00
					Total :	150.00
160912	10/27/2020	111550 DATAPRO MAPPING SOLUTIONS LLC	001		APN MAPPING SEARCH - 1108 W. 141 :	390.00

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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160912	10/27/2020	111550	111550 DATAPRO MAPPING SOLUTIONS LLC (Continued)		Total :	390.00
160913	10/27/2020	111377 DE NOVO PLANNING GROUP	2714	032-00071	PROFESSIONAL SERVICES - MELIA EV	3,177.50
			2715	032-00072	PROFESSIONAL SERVICES - GARDEN/	5,461.70
			2740	032-00070	PROFESSIONAL SERVICES - 141ST ST	1,982.50
			2741	032-00071	PROFESSIONAL SERVICES - MELIA EV	17,496.90
			2742	032-00072	PROFESSIONAL SERVICES - GARDEN/	1,235.00
			2780	032-00070	PROFESSIONAL SERVICES - 141ST ST	11,435.40
			2781	032-00071	PROFESSIONAL SERVICES - MELIA EV	7,473.00
			2782	032-00072	PROFESSIONAL SERVICES - GARDEN/	7,517.00
			2814	032-00070	PROFESSIONAL SERVICES - 141ST ST	18,939.35
			2815	032-00071	PROFESSIONAL SERVICES - MELIA EV	6,328.10
			2816	032-00072	PROFESSIONAL SERVICES - GARDEN/	18,950.56
			2852	032-00070	PROFESSIONAL SERVICES - 141ST ST	6,850.25
			2853	032-00071	PROFESSIONAL SERVICES - MELIA EV	3,033.40
			2854	032-00072	PROFESSIONAL SERVICES - GARDEN/	7,933.94
					Total :	117,814.60
160914	10/27/2020	107461 DEPARTMENT OF HEALTH CARE, SERVICES	T18-2019		SETTLEMENT - B.RUIZ V. GARDENA CL	18,964.60
					Total :	18,964.60
160915	10/27/2020	303459 DEPARTMENT OF JUSTICE	470975		FINGERPRINT APPS - SEPTEMBER 202	2,240.00
					Total :	2,240.00
160916	10/27/2020	105182 DIRECTV	37783514987		DIRECTV SERVICE - BUSINESS XTRA -	89.26
					Total :	89.26
160917	10/27/2020	111547 EMERALD GARDENS M H E	81000000C		CARES UTILITY ASSISTANCE PROGRA	500.00
					Total :	500.00
160918	10/27/2020	107690 ENLIGHTENMENT CHILD, DEVELOPMENT CEI	SEPTEMBER 2020		CHILD CARE PROVIDER	6,603.00
					Total :	6,603.00
160919	10/27/2020	106859 ENVIROFORM INDUSTRIES	5352		COVID-19 EMERGENCY SUPPLIES	235.43
					Total :	235.43
160920	10/27/2020	107510 ESCALANTE, WENDY E.	SEPTEMBER 2020		CHILD CARE PROVIDER	5,856.00

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160920	10/27/2020	107510 107510 ESCALANTE, WENDY E.	(Continued)		Total :	5,856.00
160921	10/27/2020	109426 ESPINOSA, VANESSA	10/01-10/15/20 10/16-10/30/20		PROFESSIONAL SERVICES - CASE WC PROFESSIONAL SERVICES - CASE WC Total :	1,386.00 1,386.00 2,772.00
160922	10/27/2020	111546 EVANS, NANCY	BL #20221		REFUND - BUSINESS LICENSE OVERP, Total :	1,219.00 1,219.00
160923	10/27/2020	106129 FEDEX	7-133-19702 7-146-40047		SHIPPING SERVICES SHIPPING SERVICES Total :	29.93 160.77 190.70
160924	10/27/2020	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT 2505192009			DRUG TEST/ADMIN FEE Total :	307.10 307.10
160925	10/27/2020	111170 FIRSTNET	287290885074X10120 287293420631X101020 287295242065X101020		CITYWIDE CELL PHONE ACCT #287290 PD CELL PHONE ACCT #287293420631 PD CELL PHONE ACCT #287295242065 Total :	1,835.84 207.39 464.31 2,507.54
160926	10/27/2020	109315 FLEETCREW, INC.	42435 42436		UNIT #35 OPACITY CERTIFIED TEST - UNIT #44 OPACITY CERTIFIED TEST & Total :	75.00 150.00 225.00
160927	10/27/2020	110683 FOBBS-HOLMAN, FAITH	SEPTEMBER 2020		CHILD CARE PROVIDER Total :	2,339.00 2,339.00
160928	10/27/2020	107724 GARCIA, CLAUDIA CRISTINA	SEPTEMBER 2020		CHILD CARE PROVIDER Total :	10,288.00 10,288.00
160929	10/27/2020	207133 GARCIA, NANCY C.	SEPTEMBER 2020		CHILD CARE PROVIDER Total :	6,081.00 6,081.00
160930	10/27/2020	107030 GARDENA AUTO PARTS	116323 122477		PD AUTO PARTS PW AUTO PARTS Total :	23.17 20.90 44.07

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160931	10/27/2020	107011 GARDENA VALLEY NEWS, INC.	00099824 00100107 00100108 00100109		NOTICE INVITING BIDS - MAS FUKAI P/ NOTICE OF PUBLIC HEARING - NOTICE OF INTENT TO ADOPT A MITIG NOTICE OF PUBLIC HEARING - ORDIN/	1,344.00 322.00 367.50 182.00 Total : 2,215.50
160932	10/27/2020	619005 GAS COMPANY, THE	101220		CARES UTILITY ASSISTANCE PROGRA	2,170.62 Total : 2,170.62
160933	10/27/2020	107056 GENFARE	90167884 90167963		GTRANS AUTO PARTS GTRANS AUTO PARTS	337.87 1,117.78 Total : 1,455.65
160934	10/27/2020	106470 GILLIG LLC	40737301 5047853		GTRANS AUTO PARTS GTRANS AUTO PARTS	699.98 -6.95 Total : 693.03
160935	10/27/2020	619004 GOLDEN STATE WATER CO.	100220		WATER	11,155.36 Total : 11,155.36
160936	10/27/2020	619004 GOLDEN STATE WATER CO.	101220		CARES UTILITY ASSISTANCE PROGRA	3,122.83 Total : 3,122.83
160937	10/27/2020	109055 GRAFFITI SHIELD, INC.	14147	037-09963	COVID-19 SUPPLIES	3,152.70 Total : 3,152.70
160938	10/27/2020	107513 GRAINGER	9673804176 9674003224 9674982971 9675788831 9677030166 9677172273		BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES	123.43 507.39 173.96 123.48 530.17 51.94 Total : 1,510.37
160939	10/27/2020	110435 GUERRERO, ANGELICA	SEPTEMBER 2020		CHILD CARE PROVIDER	8,609.00 Total : 8,609.00
160940	10/27/2020	108607 HENDERSON-BATISTE, TANEKA	SEPTEMBER 2020		CHILD CARE PROVIDER	3,441.00

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160940	10/27/2020	108607 108607 HENDERSON-BATISTE, TANEKA	(Continued)		Total :	3,441.00
160941	10/27/2020	111549 HF & H CONSULTANTS, LLC	9717558	020-00029	PROFESSIONAL SERVICES	2,421.25
					Total :	2,421.25
160942	10/27/2020	108434 HOME DEPOT CREDIT SERVICES	3900008		PD PROGRAM SUPPLIES	41.61
			4380095		PD PROGRAM SUPPLIES	197.35
			6514153		BLDG MAINT SUPPLIES	227.94
			6543949		PD PROGRAM SUPPLIES	27.54
			7321237		GTRANS MAINT SUPPLIES	116.82
			9035362		GTRANS MAINT SUPPLIES	370.55
			9523641		BLDG MAINT SUPPLIES	372.76
			9902230		PD PROGRAM SUPPLIES	47.28
					Total :	1,401.85
160943	10/27/2020	108430 HOME PIPE & SUPPLY	F25659		BLDG MAINT SUPPLIES	123.59
					Total :	123.59
160944	10/27/2020	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO	130095974		GTRANS AUTO PARTS	1,803.24
			130095981		GTRANS AUTO PARTS	-2,223.24
			130095982		GTRANS AUTO PARTS	1,986.61
					Total :	1,566.61
160945	10/27/2020	108555 JALISCO TIRE & AUTO REPAIR	092520		(2) FLAT REPAIRS	15.00
			100620		(3) FLAT REPAIRS	20.00
					Total :	35.00
160946	10/27/2020	107746 JAS PACIFIC	BI 13740	032-00068	BUILDING INSPECTOR SERVICES - SEI	4,078.80
					Total :	4,078.80
160947	10/27/2020	105226 JEKAL FAMILY CHILD CARE	SEPTEMBER 2020		CHILD CARE PROVIDER	6,299.00
					Total :	6,299.00
160948	10/27/2020	111555 JNJ INVESTMENTS, INC.	SBAP-RNGB-1		COVID-19 SMALL BUSINESS ASSISTAN	29,019.90
					Total :	29,019.90
160949	10/27/2020	110853 JONES & MAYER	98877	023-01302	COVID-19 LEGAL SERVICES	5,822.00
			99347		ATTORNEY SERVICES	1,455.50

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160949	10/27/2020	110853 110853 JONES & MAYER	(Continued)		Total :	7,277.50
160950	10/27/2020	100516 KALBAN, INC.	2002-R		RETENTION PAYABLES - PED SAFETY	13,708.60
					Total :	13,708.60
160951	10/27/2020	110746 KAUFMAN LAW FIRM, PC	T18-2019		SETTLEMENT - B.RUIZ V. GARDENA CL	281,035.40
					Total :	281,035.40
160952	10/27/2020	111560 KIM, YOUNG STELLA	SBAP-AAI-1		COVID-19 SMALL BUSINESS ASSISTAN	15,336.00
					Total :	15,336.00
160953	10/27/2020	111045 KJ SERVICES	1995		USED OIL PROGRAM EXPENSE - SEPT	170.00
					Total :	170.00
160954	10/27/2020	110848 KREUZER CONSULTING GROUP	20-131	024-00616	WESTERN AVENUE STREET IMPROVEI	2,082.50
			20-132	024-00644	CONSULTING SERVICES - LOCAL STR	3,176.89
					Total :	5,259.39
160955	10/27/2020	312030 L.A. COUNTY ASSESSOR	21ASRE033		MAPS/POSTAGE	6.96
					Total :	6.96
160956	10/27/2020	312248 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	IN210000289		LABOR & EQUIPMENT CHARGES - TS (697.51
					Total :	697.51
160957	10/27/2020	109939 LA UNIFORMS & TAILORING	6482		PD UNIFORM SUPPLIES	91.40
			6488		PD UNIFORM SUPPLIES	99.11
			6610		PD UNIFORM SUPPLIES	66.09
					Total :	256.60
160958	10/27/2020	112015 LACERDA, DALVANICE	SEPTEMBER 2020		CHILD CARE PROVIDER	7,990.00
					Total :	7,990.00
160959	10/27/2020	105874 LAWSON PRODUCTS, INC.	9307922369		BUS SHOP SUPPLIES	392.38
					Total :	392.38
160960	10/27/2020	110777 LEARN N PLAY FAMILY DAYCARE	SEPTEMBER 2020		CHILD CARE PROVIDER	2,867.00
					Total :	2,867.00

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160961	10/27/2020	102376 LEXISNEXIS RISK SOLUTIONS	1328345-20200930		MONTHLY SUBSCRIPTION FEE	737.94
					Total :	737.94
160962	10/27/2020	111552 LINK2FEED USA, INC	L2FU-000621		ANNUAL HOSTING FEE	490.00
					Total :	490.00
160963	10/27/2020	102233 LITTLE PEOPLE DAY CARE	SEPTEMBER 2020		CHILD CARE PROVIDER	5,941.00
					Total :	5,941.00
160964	10/27/2020	312665 LOS ANGELES SUPERIOR COURT	JUL-SEPT 2020	035-01018	PARKING CITATION SURCHARGE	79,567.50
					Total :	79,567.50
160965	10/27/2020	105082 MAJESTIC LIGHTING, INC.	ML78624	024-00689	MULTI PARK IMPROVEMENTS, BALL DI	2,573.90
			ML78662		BLDG MAINT SUPPLIES	47.65
			ML78691		BLDG MAINT SUPPLIES	614.48
			ML78706		BLDG MAINT SUPPLIES	110.23
			ML78717		BLDG MAINT SUPPLIES	65.60
			ML78764		BLDG MAINT SUPPLIES	144.43
			ML78788		BLDG MAINT SUPPLIES	58.21
					Total :	3,614.50
160966	10/27/2020	109203 MAKAI SOLUTIONS	3960		REPAIR - PW HD LIFTS	427.50
			4073	037-09962	FACILITIES EQUIPMENT MAINTENANC	1,326.00
					Total :	1,753.50
160967	10/27/2020	113036 MANERI SIGN CO., INC.	40008685		SIGN - 30"X9" :149TH ST 1700"	104.74
					Total :	104.74
160968	10/27/2020	110306 MARIPOSA LANDSCAPES, INC	90826		LANDSCAPE ADDITIONAL REPAIR WOF	745.00
					Total :	745.00
160969	10/27/2020	107644 MARTINEZ, CHERYL NAOMI	SEPTEMBER 2020		CHILD CARE PROVIDER	6,270.00
					Total :	6,270.00
160970	10/27/2020	104773 MARTINEZ, KAMBY	SEPTEMBER 2020		CHILD CARE PROVIDER	7,371.00
					Total :	7,371.00
160971	10/27/2020	113064 MCMASTER-CARR SUPPLY COMPANY	46651115		GTRANS SHOP SUPPLIES	277.86

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160971	10/27/2020	113064 MCMaster-CARR SUPPLY COMPANY	(Continued) 46664302 46806588		COVID-19 SHOP SUPPLIES GTRANS SHOP SUPPLIES Total :	475.26 412.25 1,165.37
160972	10/27/2020	110824 MIXER INC, LLC	151		PW PROGRAM SUPPLIES Total :	1,896.30 1,896.30
160973	10/27/2020	111557 MIYA PI	SBAP-JJF-1		COVID-19 SMALL BUSINESS ASSISTAN Total :	6,000.00 6,000.00
160974	10/27/2020	113355 MR. HOSE INC.	177477		SEWER PROGRAM SUPPLIES Total :	193.09 193.09
160975	10/27/2020	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	488152		PROPANE GAS Total :	115.45 115.45
160976	10/27/2020	109290 MZ AUTO GLASS	85760		WINDOW TINT FOR BUS #2915 Total :	679.20 679.20
160977	10/27/2020	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	69147682 69151119 69212853 69214492		RANDOM BAT, UDS, DOT RECERT DOT RECERT DOT RECERT RANDOM DOT, BAT, DOT RECERT Total :	300.50 103.00 103.00 530.50 1,037.00
160978	10/27/2020	115168 OFFICE DEPOT	125609849 126305834 127216503 127246771 127329351 129506337 2438662146		BUS OFFICE SUPPLIES PD OFFICE SUPPLIES PD OFFICE SUPPLIES CM OFFICE SUPPLIES PD OFFICE SUPPLIES PD OFFICE SUPPLIES DEPT SUPPLIES Total :	21.96 57.50 142.20 67.65 59.83 93.66 9.15 451.95
160979	10/27/2020	111545 ONUGHA, CAJETAN	SBAP-SGBC-1		COVID-19 SMALL BUSINESS ASSISTAN Total :	12,000.00 12,000.00

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160980	10/27/2020	111358 O'REILLY AUTO PARTS	449418		PW AUTO PARTS	20.94
			450947		SEWER AUTO PARTS	198.35
			451508 09/23/20		PW AUTO PARTS	4.40
			453201		PW AUTO PARTS	23.35
			453514		PW AUTO PARTS	125.62
			454033		PW AUTO PARTS	74.02
			455313		PW AUTO PARTS	68.71
			455326		GTRANS AUTO PARTS	197.79
			455872		GTRANS AUTO PARTS	46.92
			457757		GTRANS AUTO PARTS	25.27
					Total :	785.37
160981	10/27/2020	115810 ORKIN PEST CONTROL	202673003		PEST CONTROL - ACCT #27336703	230.90
			202673006		PEST CONTROL - ACCT #27336703	230.90
			203930821		PEST CONTROL - ACCT #27336703	192.00
					Total :	653.80
160982	10/27/2020	108382 OSORIO, CLINT	102020		MGMT ANNUAL HEALTH BENEFIT	634.00
					Total :	634.00
160983	10/27/2020	100663 OVERLAND PACIFIC & CUTLER, INC	2009220		PROFESSIONAL SERVICES - CITY MAT	65.00
					Total :	65.00
160984	10/27/2020	109890 OWUSU FAMILY CHILD CARE	SEPTEMBER 2020		CHILD CARE PROVIDER	5,537.00
					Total :	5,537.00
160985	10/27/2020	111553 PERDOMO, MARIAN	20200904020725		REFUND - GARAGE SALES PROHIBITE	30.00
					Total :	30.00
160986	10/27/2020	116140 PETE'S ROAD SERVICE, INC.	445676		TIRES - SMARTWAY HANKOOK DL11 1P	1,986.45
					Total :	1,986.45
160987	10/27/2020	307108 PETTY CASH FUND	06/24-10/08/20		REPLENISH PETTY CASH	467.64
					Total :	467.64
160988	10/27/2020	105574 PINNACLE PETROLEUM, INC.	0230535	024-00681	ULTA LOW SULFUR CARB RENEWABLE	3,940.86
			0231207	037-09960	87 OCTANE REGULAR UNLEADED CAF	19,710.90
			0231208	037-09960	87 OCTANE REGULAR UNLEADED CAF	19,704.18

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160988	10/27/2020	105574 105574 PINNACLE PETROLEUM, INC.	(Continued)		Total :	43,355.94
160989	10/27/2020	111544 PK I GARDENA GATEWAY CENTER LP	SBAP-SLIICDBATK-1		COVID-19 SMALL BUSINESS ASSISTAN	30,000.00
					Total :	30,000.00
160990	10/27/2020	116225 PLUMBERS DEPOT, INC.	PD-46429		SEWER PROGRAM SUPPLIES	444.84
			PD-46484		SEWER PROGRAM SUPPLIES	235.43
					Total :	680.27
160991	10/27/2020	106092 PRUDENTIAL OVERALL SUPPLY	41031235	024-00682	CUSTODIAL SUPPLIES	614.55
			42558380	024-00682	CUSTODIAL SUPPLIES	2,350.73
			42558381		UNIFORM & SUPPLY RENTAL	105.58
			42558382		UNIFORM & SUPPLY RENTAL	69.24
			42558383		SUPPLY RENTAL - MATS - PD	91.60
			42558384		SUPPLY RENTAL - MATS - HS	11.60
			42558385		SUPPLY RENTAL - MATS - NCC	13.65
			42558386		SUPPLY RENTAL - MATS - CH	19.00
			42558387		UNIFORM & SUPPLY RENTAL	248.39
			42560473		SUPPLY RENTAL - MATS - GTRANS	50.10
			42560474		UNIFORM & SUPPLY RENTAL	103.89
			42560475		UNIFORM & SUPPLY RENTAL	69.24
			42560476		UNIFORM & SUPPLY RENTAL	251.79
			42562536		SUPPLY RENTAL - MATS - PD	87.50
			42562539		UNIFORM & SUPPLY RENTAL	251.79
					Total :	4,338.65
160992	10/27/2020	100147 RCI IMAGE SYSTEMS	17325337		MICROFICHE SCANNING - 2300 EL SI	42.16
			76569		MICROFICHE SCANNING - 2414 W. 157	36.14
					Total :	78.30
160993	10/27/2020	103072 REACH	102010		EAP SERVICES/REACHLINE NEWSLET	902.00
					Total :	902.00
160994	10/27/2020	118476 RICOH USA, INC.	5060570621		RICOH MPC3300SPF COPIER USAGE C	30.21
			5060570681		RICOH MPC3300SPF COPIER USAGE C	30.27
			9028589902		RICOH COPIER LEASE & USAGE CHAR	2,324.63
			9028589938		RICOH MPC3503 COPIER LEASE - HS~	172.00
			9028589940		RICOH MPC6003 COPIER LEASE - PD S	891.78

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160994	10/27/2020	118476 RICOH USA, INC.	(Continued) 9028590212 9028590271 9028590353 9028590410 9028590411 9028590563		RICOH MPC3503 COPIER LEASE - CHIE RICOH MPC3503 COPIER LEASE - PW RICOH MPC3503 COPIER LEASE - SR. I RICOH MPC3503 COPIER LEASE - REC RICOH MPC3503 COPIER LEASE - ADM RICOH MPC3503 COPIER LEASE - GTR Total :	422.16 165.00 159.15 187.53 991.45 819.47 6,193.65
160995	10/27/2020	111495 ROBINSON-PASSLEY, SHARON	NOVEMBER 2020		GMEA 2020 EARLY RETIREMENT INCEI Total :	588.25 588.25
160996	10/27/2020	111559 RYANG, SONG ZA	SBAP-BCM-1		COVID-19 SMALL BUSINESS ASSISTAN Total :	12,000.00 12,000.00
160997	10/27/2020	105934 SANTIN, STEPHANY	091820		MEDICAL REIMBURSEMENT Total :	69.99 69.99
160998	10/27/2020	219355 SARGENT, MICHAEL	11/01-11/09		TRAINING - POST POLICE MGMT COUF Total :	200.00 200.00
160999	10/27/2020	107736 SEQUEL CONTRACTORS, INC.	921 #4	024-00588	LOCAL STREETS OVERLAY 2018, JN 92 Total :	28,500.00 28,500.00
161000	10/27/2020	107006 SHAMROCK COMPANIES	2440803 2442677		EQUIPMENT MAINT SUPPLIES BLDG MAINT SUPPLIES Total :	115.93 43.33 159.26
161001	10/27/2020	110731 SHAW HR CONSULTING, INC	15839 15888 15889		PROFESSIONAL SERVICES - PERSONN PROFESSIONAL SERVICES - PERSONN PROFESSIONAL SERVICES - PERSONN Total :	960.00 997.50 1,470.00 3,427.50
161002	10/27/2020	106050 SHEHATA, AMY	SEPTEMBER 2020		CHILD CARE PROVIDER Total :	7,927.00 7,927.00
161003	10/27/2020	119233 SHERWIN-WILLIAMS CO.	4491-6 4670-5		STREET MAINT SUPPLIES STREET MAINT SUPPLIES	232.25 590.72

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161003	10/27/2020	119233 119233 SHERWIN-WILLIAMS CO.	(Continued)		Total :	822.97
161004	10/27/2020	109918 SHIGE'S FOREIGN CAR SERVICE	80144	035-01021	2015 FORD INTRCPTR #1462841 - SERA	818.16
			80157	035-01021	2015 FORD INTRCPTR #1462933 - SERA	937.57
			80172	035-01021	2015 FORD INTRCPTR #1462841 - OIL F	144.45
			80176	035-01021	2015 FORD INTRCPTR #1462934 - SERA	391.95
					Total :	2,292.13
161005	10/27/2020	119248 SIDEBOTHAM, RICHARD	09033		MONTHLY SERVICE - COUNTING MACH	500.00
					Total :	500.00
161006	10/27/2020	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	SEPTEMBER 2020		CHILD CARE PROVIDER	3,458.00
					Total :	3,458.00
161007	10/27/2020	109531 SMILLIN, MAGE	SEPTEMBER 2020		CHILD CARE PROVIDER	8,969.00
					Total :	8,969.00
161008	10/27/2020	119202 SOUTH BAY DOCUMENT DESTRUCTION	74164		DOCUMENT DESTRUCTION 09/21/20	50.00
			74363		DOCUMENT DESTRUCTION 09/29/20	360.00
					Total :	410.00
161009	10/27/2020	119447 SOUTH BAY FORD	303622		PW AUTO PARTS	106.27
			303724		PW AUTO PARTS	110.74
					Total :	217.01
161010	10/27/2020	119423 SOUTH BAY PAINT & TOOL CO.	19921		STREET MAINT SUPPLIES	149.99
			19948		PW STREET MAINT SUPPLIES	74.83
					Total :	224.82
161011	10/27/2020	619003 SOUTHERN CALIFORNIA EDISON	101620		LIGHT & POWER	45,733.56
					Total :	45,733.56
161012	10/27/2020	619003 SOUTHERN CALIFORNIA EDISON	101220		CARES UTILITY ASSISTANCE PROGRA	7,201.15
					Total :	7,201.15
161013	10/27/2020	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	129630		P66 GUARDOL NAT GAS 15W40	2,140.56
					Total :	2,140.56

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161014	10/27/2020	108238 SPARKLETTS	14211220 100720 15638236 100920		DRINKING WATER FILTRATION SYSTEM DRINKING WATER FILTRATION SYSTEM Total :	36.99 37.00 73.99
161015	10/27/2020	104126 SPECTRUM SOLUTIONS	0027122101120		CABLE & INTERNET SERVICES - CITYV Total :	4,779.00 4,779.00
161016	10/27/2020	104453 SPICERS PAPER, INC.	2514709		PD OFFICE SUPPLIES Total :	1,475.59 1,475.59
161017	10/27/2020	119548 ST. JOHN LUTHERAN CHURCH	NOVEMBER 2020		SENIOR CITIZENS DAY CARE Total :	900.00 900.00
161018	10/27/2020	119594 STANLEY PEST CONTROL	COG 0920 COG 0920-1		PEST CONTROL SERVICE - 1670 W 162 PEST CONTROL SERVICE - 2320 W 14E Total :	654.00 117.00 771.00
161019	10/27/2020	100609 TANK SPECIALISTS OF CALIFORNIA	30103 30121	024-00684	CERTIFIED DESIGNATED OPERATOR E DIESEL TANK CLEANING Total :	189.75 8,404.00 8,593.75
161020	10/27/2020	110877 TAYLORING MINDS FAMILY CHILD, CARE	SEPTEMBER 2020		CHILD CARE PROVIDER Total :	2,961.00 2,961.00
161021	10/27/2020	107928 TELECOM LAW FIRM, P.C.	9256 9258		PROFESSIONAL SERVICES - WIRELES PROFESSIONAL SERVICES - WIRELES Total :	2,450.00 2,450.00 4,900.00
161022	10/27/2020	120215 THOMPSON TROPHY MFG., INC.	61494		PD PROGRAM SUPPLIES Total :	26.28 26.28
161023	10/27/2020	220479 THOMPSON, MARK	11/01-11/09		TRAINING - POST POLICE MGMT COUF Total :	200.00 200.00
161024	10/27/2020	110238 TIREHUB, LLC	16094038 16122029	035-01034	TIRES - GY EAGLE RS A POLICE BW 10 TIRES - GY ASSUR WEATHERREADY B Total :	2,365.20 441.95 2,807.15

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161025	10/27/2020	109411 TITAN LEGAL SERVICES, INC.	SU337857-03-01		PROFESSIONAL SERVICES	88.50
Total :						88.50
161026	10/27/2020	109775 TOMS TRUCK CENTER NORTH COUNTY	1203721	037-09979	GTRANS AUTO PARTS	77.34
			1204095	037-09979	GTRANS AUTO PARTS	30.56
			1204096	037-09979	GTRANS AUTO PARTS	24.20
			1204217	037-09979	GTRANS AUTO PARTS	30.24
			1204657	037-09979	GTRANS AUTO PARTS	571.19
Total :						733.53
161027	10/27/2020	120427 TOYO	100220		HEADSHOT PORTRAIT - COUNCILMEM	165.38
Total :						165.38
161028	10/27/2020	120525 TRANS UNION LLC	09004967		CREDIT REPORT	14.66
Total :						14.66
161029	10/27/2020	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	FINANCE 08/24/20	023-01303	CAL CARD STATEMENT 07/23-08/24/20	8,922.18
			MACIEL 09/22/20		CAL CARD STATEMENT 08/25-09/22/20	493.30
			NOLAN 09/22/20		CAL CARD STATEMENT 08/25-09/22/20	171.53
			ROMERO 09/22/20		CAL CARD STATEMENT 08/25-09/22/20	134.72
			V.OSORIO 09/22/20		CAL CARD STATEMENT 08/25-09/22/20	449.69
Total :						10,171.42
161030	10/27/2020	109220 U.S. BANK EQUIPMENT FINANCE	425133600		RICOH MPC4503 COPIER LEASE - CD -	151.69
Total :						151.69
161031	10/27/2020	104692 ULINE	124844402		BUS SHOP SUPPLIES	263.27
			41587065		SR. BUREAU PROGRAM SUPPLIES	143.01
Total :						406.28
161032	10/27/2020	121275 UNDERGROUND SERVICE ALERT, OF SC	920200279		NEW TICKETS	160.15
			dsb20195271		NEW TICKETS	59.19
Total :						219.34
161033	10/27/2020	121010 UNITED RENTALS	186254345		RENTAL - TRENCHER	352.80
Total :						352.80
161034	10/27/2020	105549 VALDEZ, MATILDE	SEPTEMBER 2020		CHILD CARE PROVIDER	9,961.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161034	10/27/2020	105549 105549 VALDEZ, MATILDE	(Continued)		Total :	9,961.00
161035	10/27/2020	110586 VARGAS, FLAVIO	101320		PURCHASE REIMBURSEMENT - DEPT	375.00
					Total :	375.00
161036	10/27/2020	122050 VERIZON WIRELESS	9862561149		PW CELL PHONE SERVICE~	892.78
					Total :	892.78
161037	10/27/2020	108353 WALTERS WHOLESALE ELECTRIC CO	S116464382		SIGNS/SIGNALS SUPPLIES	108.47
					Total :	108.47
161038	10/27/2020	101195 WASTE RESOURCES GARDENA	102120		WASTE COLLECTION	244,500.91
					Total :	244,500.91
161039	10/27/2020	111542 WEISELMAN, DAVID M.	SBAP-LSWLLC-1		COVID-19 SMALL BUSINESS ASSISTAN	30,000.00
					Total :	30,000.00
161040	10/27/2020	123146 WEST BASIN WATER ASSOCIATION	201005-7		ANNUAL MEMBERSHIP DUES	500.00
					Total :	500.00
161041	10/27/2020	110370 WESTERN COLLISION CENTER, INC	1045	035-01022	2018 FORD EXPLR #1554674 BODY REI	876.39
					Total :	876.39
161042	10/27/2020	119387 WEX BANK	67919197		FUEL PURCHASES	49.00
					Total :	49.00
161043	10/27/2020	123050 WILLIAMS SCOTSMAN, INC.	8136415	035-01023	MODULAR BUILDING RENTAL CPX-804	3,319.30
					Total :	3,319.30
161044	10/27/2020	111548 WOOLLS PEER DOLLINGER & SCHER	27540 27793		PROFESSIONAL SERVICES	5,845.50
					PROFESSIONAL SERVICES	2,747.50
					Total :	8,593.00
161045	10/27/2020	103956 WORTHINGTON FORD	6051706		2016 FORD ULTL #1488059 - DIAGNOSE	350.00
					Total :	350.00
161046	10/27/2020	103601 YINCOM	6732 6735		IT COMPUTER PARTS	592.59
					COMPUTER REPLACEMENT PARTS	405.94

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161046	10/27/2020	103601 YINCOM	(Continued)			
			6736		COMPUTER REPLACEMENT PARTS	154.29
			6737		COMPUTER REPLACEMENT PARTS	1,507.29
			6738		IT COMPUTER PARTS	35.27
					Total :	2,695.38
161047	10/27/2020	107051 ZAVALITA, MARITZA	SEPTEMBER 2020		CHILD CARE PROVIDER	3,911.00
					Total :	3,911.00
161048	10/27/2020	104934 ZUMAR INDUSTRIES, INC.	90012		STREET MAINT SUPPLIES	140.90
					Total :	140.90
182	Vouchers for bank code :	usb			Bank total :	2,191,161.11
182	Vouchers in this report				Total vouchers :	2,191,161.11

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Voucher List
CITY OF GARDENA

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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, 1-20 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, 1-20 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:

_____	10/27/20
Mayor	Date

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date

Acknowledged:

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date



CITY of GARDENA

5. D. (1)
CITY MANAGER
Report No. P-2020-18
Date: October 27, 2020

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

1. Report the count of confirmed COVID-19 employee cases:
 - a. Transportation Department: Four (4)
 - b. Police Department: Four (4)
 - c. Public Works: Three (3)
2. Request City Council approval to revise the City's Classification and Compensation Plan to add the new classification of Building Maintenance Worker to Schedule 43 (\$4,337 - \$5,536/month). This position will be located within the Facilities Division of the Public Works Department. Job Description is attached.
3. Request City Council approval to revise the City's Classification and Compensation Plan to add the new classification of Assistant Engineer to Schedule 56 (\$5,976 - \$7,627/month). This position will be located with the Public Works Department. Job Description is attached.
4. Request City Council approval to revise the City's Classification and Compensation Plan to add the new classification of Civil Engineer to Schedule 125 (\$7,647 - \$9,760/month). This position will be located with the Public Works Department. Job Description is attached.
5. Report the Promotion of the following individuals:
 - a. **NATALIE DI ANGELO** to the position of Police Officer, Schedule 201 (\$6,945 - \$8,864/month), with the Police Department effective October 8, 2020.
 - b. **KIARA PRECIADO** to the position of Police Officer, Schedule 201 (\$6,945 - \$8,864/month), with the Police Department effective October 8, 2020.
 - c. **CHRISTOPHER DE LA ROSA** to the position of Police Officer, Schedule 201 (\$6,945 - \$8,864/month), with the Police Department effective October 8, 2020.
6. Report the Service Retirement of Custodian II, **SALVADOR GONZALEZ**, of the Recreation & Human Services Department effective October 8, 2020. Mr. Gonzalez provided 15 years and 4 months of service to the City.
7. Report the following individuals returned to duty from leave:
 - a. Senior Accountant, **CHARLES SANTOS**, of the Transportation Department effective September 23, 2020.
 - b. Police Officer, **YARENIS SLATER**, of the Police Department effective October 20, 2020.
8. Report the recruitment for the Open/Competitive position of Custodian II (Recreation & Human Services Department). This recruitment closed on October 15, 2020.

9. Report the active recruitment for the Closed/Promotional position of Heavy Equipment Operator (Public Works Department). This recruitment is scheduled to close on October 27, 2020.
10. Report the active recruitment for the Open/Competitive position of Senior Building Maintenance Worker (Public Works Department). This recruitment is scheduled to close on November 3, 2020.

Respectfully submitted,



CLINT OSORIO
City Manager/Human Resources Officer

cc: City Attorney
City Clerk
Human Resources
Payroll

PERSONNEL REPORT – 5.D.(1)
ATTACHMENT 1 – Job Descriptions

BUILDING MAINTENANCE WORKER

Job Summary

SALARY RANGE

(Schedule 43)

\$25.02 - \$31.94 Hourly

\$2,001.69 - \$2,555.08 Biweekly

\$4,337.00 - \$5,536.00 Monthly

\$52,044.00 - \$66,432.00 Annually

Under general supervision, performs a variety of semi-skilled maintenance tasks requiring skill, initiative and judgment in the building trades at the maintenance level; does related work as required.

Representative Duties

Performs general maintenance, repair and upkeep on City buildings; repairs tables, desks, cabinets and other miscellaneous furniture; hangs doors, builds cabinets and performs other carpentry work; does plumbing, HVAC, power and equipment maintenance and installation; paints and refinishes buildings, equipment and other public areas; repairs roofs; patches and plasters walls and ceilings; installs acoustical and ceramic tile; makes sketches or works from blueprints; prepares cost, materials and time estimates; conducts assessments of maintenance services and makes recommendations for improvements; investigates cost effective materials and resources; may orders materials and supplies; prepares reports and maintains work orders, records, blue prints and warranties; responds to emergency needs outside of normal work hours.

Organizational Responsibilities

The Building Maintenance Worker is a semi-skilled worker in various areas of building maintenance reporting to the Building Maintenance Lead or Facilities Maintenance Supervisor. Though semi-skilled, employee is expected to be willing to perform required phases and levels of maintenance work.

QUALIFICATIONS GUIDE

Education and Experience

High school diploma or GED AND one (1) year of increasingly responsible experience in skilled building construction or building maintenance work involving carpentry, electrical and/or plumbing work and other maintenance specialties.

Knowledge and Abilities

Knowledge of hand and power tools and equipment used in the performance of the usual building trades and of the more common types of construction and maintenance procedures. Must have the ability to read blueprints; to understand and carry out verbal or written instructions; to make simple reports and keep records; to maintain effective working relationships with others.

Physical Demands and Working Conditions

Work is performed indoors and outdoors in a busy work environment; frequent exposure to noise. Work will involve sitting, standing, walking, twisting (neck & waist), driving, listening, writing, grasping, holding, reaching, bending (neck & waist), squatting, kneeling, stretching, and lifting up to 50 pounds.

License

Must have and maintain a valid California Driver's License, Class C.

DRAFT

ASSISTANT ENGINEER

Job Summary

SALARY RANGE

(Schedule 56)

\$34.48 - \$44.00 Hourly

\$2758.15 - \$3,520.15 Biweekly

\$5,976.00 - \$7,627.00 Monthly

\$71,712.00 - \$91,524.00 Annually

DESCRIPTIONS:

Under general direction, performs a variety of entry level to routine skilled design, construction, traffic or planning engineering for a variety of municipal public works projects and programs; performs estimate reports, specifications and other related technical administrative and special work as assigned and/or as may be required.

EXAMPLES OF DUTIES:

Representative Duties

Prepares designs and plans for public works improvements such as street paving, curbs and gutters, sewers and storm drains; prepares drawings, charts, maps and diagrams, engineering cost estimates, does variety of drafting work; assist in determining design of traffic layouts; coordinates and performs inspections on construction projects, engineering surveys and special studies; provides engineering information to contractors at all phases of construction, engineers and members of the public; attends and participates in meetings as requested; performs field surveys; determines that all calculations submitted are correct and that engineering design work all calculations submitted are correct and that engineering design work conforms to the City specifications; writes legal descriptions for annexations, streets, alleys, leases, easements and City property acquisitions and prepares necessary maps; assists Division Manager in preparation and maintenance of records and preparation of State and County reports; answers public inquiries and complaints; may coordinate assignments of para-professional staff.

Organization Responsibilities

Positions in this class report to a Division Manager or senior level technical staff and are responsible for performing entry level to routine skilled technical work in the office and the field.

TYPICAL QUALIFICATIONS:

Education and Experience

Graduation from an accredited college with a Degree in Civil Engineering or related field or possess a State of California Engineering in Training Certificate AND two (2) years of experience in civil engineering related work.

Knowledge and Abilities

The knowledge and abilities which are required to perform the duties and responsibilities of this class are as follows:

Knowledge of: civil engineering principles and practices as applied to the design, construction and inspection of streets, storm drains, sanitary sewers, traffic and related public works projects; drafting and mapping principles and techniques; surveying methods; methods, materials and techniques used in the construction of public works projects; rules and regulations governing supplemental funding sources for public works construction and/or studies; advanced mathematics and their application to engineering work; laws, regulations, codes and ordinances applicable to area assigned including Federal and State laws/requirements; private/land development principals; English usage, spelling, grammar and punctuation; AUTOCAD and other computer applications as relate to area assigned.

Ability to: make engineering design computations and check, design and prepare engineering plans, specifications, studies and technical reports; learn, interpret and apply laws, regulations, codes and ordinances related to area assigned; conduct comprehensive engineering studies, prepare related reports and recommendations; understand and interpret engineering construction plans, specifications, and other contract documents; communicate effectively orally and in writing; understand and carry out oral and written instructions and use independent judgement and initiative; establish and maintain effective relationships with those contacted in the course of work; operate a personal computer and use applicable software; meet the public with courtesy and tact.

Physical Demands and Working Conditions

This position is performed in indoor and outdoor environmental with exposure to the elements. May be required to work in inclement weather. Requires the mobility to stand, stoop, and reach, to grasp and manipulate various-size objects; to bend; to sit for long periods in front of a computer screen; may require lifting material of 25 pounds or less. This position may be required to work before and after normal working hours.

License

Must have and maintain a valid California C Driver's License.

Special Condition

Must file a State of Economic Interest (Form 700) with the City Clerk;

Subject to background checks and verifications;

Must be able to pass a job-related medical exam that includes drug and alcohol testing.

CIVIL ENGINEER

Job Summary

SALARY RANGE

(Schedule 125)

\$44.11 - \$56.30 Hourly

\$3,529.38 - \$4,504.62 Biweekly

\$7,647.00 - \$9,760.00 Monthly

\$91,764.00 - \$117,120.00 Annually

DESCRIPTIONS:

Under general direction, performs difficult and complex design, construction, traffic or planning engineering for a variety of municipal public works projects and programs; performs estimate reports, specifications and other related technical administrative and special work as assigned and/or as may be required.

EXAMPLES OF DUTIES:

Representative Duties

Civil Engineer is a multi-incumbent professional engineering class in the Public Works Engineering. Assignments are primarily project oriented, broad in scope and require the use of considerable judgement and initiative. Civil Engineer is differentiated from the lower level of Associate Engineer by the Civil Engineer's broader scope of responsibility, difficulty and complexity of projects assigned requiring substantial knowledge of engineering tasks related to public works design and construction administration. In addition, a Civil Engineer provides technical, functional supervision to staff assigned and provide administrative assistance as needed.

Prepares designs and plans for public works improvements such as street paving, curbs and gutters, sewers, storm drains; other facility improvement with minimal supervision; prepares drawings, charts, maps and diagrams, engineering cost estimates, conduct circulation, flow, accident and other traffic studies; assist in determining design of traffic layouts; coordinates and performs inspections on construction projects, engineering surveys and special studies; provides engineering information to contractors at all phases of construction, engineers and members of the public; attends and participates in meetings as requested; performs field surveys and may act as survey party chief; determines that all calculations submitted are correct and that engineering design work conforms to the city specifications; writes legal descriptions for annexations, streets, alleys, leases, easements and City property acquisitions and prepares necessary maps; assists Division Manager or lead in preparation and maintenance of records and preparation of State and County reports; answers public inquiries and complaints; development in policy or standard; may coordinate assignments of professional staff.

Organization Responsibilities

Positions in this class report to a Division Manager and is responsible for performing difficult and complex technical work in the office and h the for senior level technical staff and are responsible for perming entry level to routine skilled technical work in the office and the field.

TYPICAL QUALIFICATIONS:

Education and Experience

A Bachelor's Degree from a four-year college or university in Civil Engineering or a related field e with a Degree in Civil Engineering or related field AND five (5) years of experience in the design and construction of public works projects or any combination of education and experience that demonstrates the ability to perform the duties of the position.

Registration as a Civil Engineer with the California State Board of Registration for Professional Engineers is required.

Knowledge and Abilities

The knowledge and abilities which are required to perform the duties and responsibilities of this class are as follows:

Thorough knowledge of: civil engineering principles and practices as applied to the design, construction and inspection of streets, storm drains, sanitary sewers, traffic and related public works projects; drafting and mapping principles and techniques; surveying methods; methods, materials and techniques used in the construction of public works projects; rules and regulations governing supplemental funding sources for public works construction and/or studies; advanced mathematics and their application to engineering work; laws, regulations, codes and ordinances applicable to area assigned including Federal and State laws/requirements; private/land development principals; English usage, spelling, grammar and punctuation; effective project management and supervisory techniques; AUTOCAD and other computer applications as relate to area assigned.

Ability to: make engineering design computations and check, design and prepare engineering plans, specifications, studies and technical reports; learn, interpret and apply laws, regulations, codes and ordinances related to area assigned; conduct comprehensive engineering studies, prepare related reports and recommendations; understand and interpret complex engineering construction plans, specifications, and other contract documents; train and supervise staff as assigned; perform technical research and solve difficult engineering problems; prepare and oversee large and complex project budgets; communicate effectively orally and in writing; understand and carry out oral and written instructions and use independent judgement and initiative; establish and maintain effective relationships with those contacted in the course of work; operate a personal computer and use applicable software; meet the public with courtesy and tact.

Physical Demands and Working Conditions

This position is performed in indoor and outdoor environmental with exposure to the elements. May be required to work in inclement weather. Requires the mobility to stand, stoop, and reach, to grasp and manipulate various-size objects; to bend; to sit for long periods in front of a computer screen; may require lifting material of 25 pounds or less. This position may be required to work before and after normal working hours.

License

Must have and maintain a valid California C Driver's License.

Special Condition

Must file a State of Economic Interest (Form 700) with the City Clerk;
Subject to background checks and verifications;
Must be able to pass a job-related medical exam that includes drug and alcohol testing.



City of Gardena

City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 5. D. (2)
Department: CONSENT
CALENDAR
Meeting Date: 10/27/2020
Resolution No. 6483

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6483, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY.

COUNCIL ACTION REQUIRED:

- Adopt Resolution No. 6483

Action Taken

STAFF SUMMARY:

On March 4, 2020, Governor Newsom declared a State of Emergency in California due to the threat of Coronavirus Disease 2019 ("COVID-19"). Also, on March 4, 2020, the County of Los Angeles Public Health Department declared a local health emergency in response to COVID-19 activity.

On March 16, 2020, in response to the State and County actions and pursuant to Government Code Section 8550 et seq., including Section 8558(c), City Manager Clint Osorio proclaimed the existence of a local emergency in Gardena. On March 19, 2020, the City Council ratified the proclamation through its approval of Resolution No. 6441. On May 12, 2020 City Council adopted Resolution No. 6454, reaffirming Resolution No. 6441. On July 14, 2020 City Council adopted Resolution No. 6469, reaffirming Resolution No. 6441. On September 8, 2020 City Council adopted Resolution No. 6478, reaffirming Resolution No. 6441.

Pursuant to Government Code Section 8630, the City Council is required to "review the need for continuing the local emergency at least once every 60 days until the governing body (i.e. the City Council) terminates the local emergency.

The extension of the local emergency allows the City Manager and City Council to issue rules, regulations, and orders to deal with the COVID-19 emergency. Additionally, it allows the City of Gardena to seek reimbursement from the State and Federal government for expenditures related to the COVID-19 emergency. Finally, it allows the City Manager and City Council to use the authority granted to them by the California Constitution, the Government Code and the Gardena Municipal Code to respond to the COVID-19 emergency.

Please note that the city of Gardena is subject to two separate orders by the County of Los Angeles (Safer-At-Home-Order) and the State of California (Stay-At-Home Order). However, the City of Gardena does not have the authority to terminate the County's Safer at Home Order or the State's Stay-At-Home-Order.

Efforts to stop the spread of the pandemic continue at the national, state and county levels. The conditions that required the declaration of a local emergency continue to exist as of this date. Staff therefore recommends the City Council adopt a resolution reaffirming and continuing the current declaration of a local emergency.

FISCAL IMPACT:

Staff is continuing to pursue any available Federal and State reimbursement for all City costs incurred due to COVID-19.

ATTACHMENT:

- 1) Resolution No. 6483-Reaffirming Proclamation and Resolution 6441 Declaring Existence of Local Emergency

Submitted by: Clint Osorio

Clint Osorio, City Manager

Date: 10/21/20

RESOLUTION NO. 6483

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

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

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020 and Resolution No. 6478 on September 8, 2020.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

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 _____ day of October, 2020.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

ATTACHMENT A



OFFICE of the CITY MANAGER

1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9503

March 16, 2020
REF. 2020.060

**A PROCLAMATION BY THE CITY MANAGER OF THE CITY OF GARDENA,
CALIFORNIA, ACTING AS THE DIRECTOR OF EMERGENCY SERVICES,
DECLARING THE EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, Gardena Municipal Code Chapter 2.56.060 empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Manager to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in 117 countries, with over 44,000 cases, including the United States; and

*TASHA CERDA, Mayor / ART KASKANIAN, Mayor Pro Tem
MARK E. HENDERSON, Councilmember / DAN MEDINA, Councilmember / RODNEY G. TANAKA, Councilmember
MINA SEMENZA, City Clerk / J. INGRID TSUKIYAMA, City Treasurer / CLINT OSORIO, City Manager / CARMEN VASQUEZ, City Attorney*

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a “public health emergency of international concern”. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a Public Health Emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on March 4, 2020, the County of Los Angeles Public Health Department declared a local health emergency in response to COVID-19 activity and, on March 11, 2020, announced the first death in the County due to COVID-19; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020 issued a statement entitled “California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19,” determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 50 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the City of Gardena has the power to impose measures to promote social distancing including but not limited to limitations on public events; and

WHEREAS, Gardena is a densely populated city within Los Angeles County, which is the largest county in the United States, with one of the highest population densities; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Gardena and Los Angeles County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future

reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the City Manager, as the City's Director of Emergency Services, has the power to declare a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060.

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED by the City Manager of the City of Gardena as follows:

- A. As contemplated in the Emergency Services Act contained in Government Code Section 8550 et seq., including Section 8558(c), and Chapter 2.56 of the Gardena Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.
- B. The area of the City which is endangered/imperiled is the entire City.
- C. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by local ordinances and regulations, including, but not limited to, Chapter 2.56 of the Gardena Municipal Code and any other applicable resolutions of this City;
- A. The City Council shall review and ratify this proclamation within 7 days as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.
- B. That the City of Gardena orders that, within the boundaries of the City of Gardena, the Public Health Experts' recommendations shall be deemed mandatory.
- C. That a copy of this proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find

it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Gardena; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PROCLAIMED this 16th day of March, 2020.



Clint Osorio,
City Manager/Director of Emergency
Services

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A
PROCLAMATION OF LOCAL EMERGENCY FOR THE CITY OF GARDENA,
CALIFORNIA BY THE CITY MANAGER (DIRECTOR OF EMERGENCY SERVICES)
ON THE 16TH DAY OF MARCH, 2020.

ATTEST:

/s/ MINA SEMENZA

MINA SEMENZA, City Clerk

ATTACHMENT B

RESOLUTION NO. 6441

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, RATIFYING THE ACTION OF THE CITY MANAGER ACTING AS THE DIRECTOR OF EMERGENCY SERVICES IN PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY IN THE CITY OF GARDENA

WHEREAS, Gardena Municipal Code Chapter 2.56.060 empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Council to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in 117 countries, with over 44,000 cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern". On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a Public Health Emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on March 4, 2020, the County of Los Angeles Public Health Department declared a local health emergency in response to COVID-19 activity and, on March 11, 2020, announced the first death in the County due to COVID-19; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020 issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 50 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the City of Gardena has the power to impose measures to promote social distancing including but not limited to limitations on public events; and

WHEREAS, Gardena is a densely populated city within Los Angeles County, which is the largest county in the United States, with one of the highest population densities; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Gardena and Los Angeles County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the

health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, on March 16, 2020 the City Manager, as the City's Director of Emergency Services, has declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060. A true and correct copy of the City Manager's Proclamation is attached hereto and incorporated herein by this reference as Attachment "A".

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

SECTION 1. The City Manager's Proclamation of Local Emergency dated March 16, 2020, and orders contained therein, is hereby ratified.

SECTION 2. As contemplated in the Emergency Services Act contained in Government Code Section 8550 et seq., including Section 8558(c), and Chapter 2.56 of the Gardena Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.

SECTION 3. The area of the City which is endangered/imperiled is the entire City.

SECTION 4. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by local ordinances and regulations, including, but not limited to, Chapter 2.56 of the Gardena Municipal Code and any other applicable resolutions of this City;

SECTION 5. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

SECTION 6. That the City of Gardena orders that, within the boundaries of the City of Gardena, the Public Health Experts' recommendations shall be deemed mandatory.

SECTION 7. That the City Manager is authorized to furnish information, to enter into agreements, and to take all actions necessary to implement preventative measures to protect and preserve the public health of the City from the COVID-19 public health hazard.

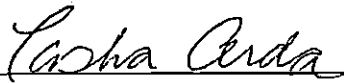
SECTION 8. That a copy of this resolution and the emergency proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the

RESOLUTION NO. 6441

City of Gardena; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

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 19th day of March, 2020.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, Cit mey

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6441** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at an emergency meeting of said City Council held on the 19th day of **March, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS HENDERSON, MEDINA AND TANAKA, MAYOR PRO
 TEM KASKANIAN AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for _____
City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT C

RESOLUTION NO. 6454

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA,
REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE
EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE
AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of
Emergency Services, due to the COVID-19 pandemic declared a local emergency as
authorized by Government Code section 8630 and Gardena Municipal Code section
2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment
"A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to
thereby ratify the City Manager's declaration of the local emergency due to the COVID-
19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as
Attachment "B" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall
review the need for continuing the local emergency at least once every 60 days until the
governing body terminates the local emergency"; and

WHEREAS, as of May 7, 2020, there have been 29,427 confirmed cases of
COVID-19 in Los Angeles County, which have resulted in 1,418 deaths; and

WHEREAS, the numbers of confirmed cases and deaths continue to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property
continue due to COVID-19 in Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed
COVID-19 cases, to take measures to mitigate the spread of COVID-19, and to prepare
to respond to an increasing number of individuals requiring medical care and
hospitalization; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in
other locations, the number of persons requiring medical care may exceed locally
available resources, and controlling outbreaks minimizes the risk to the public, maintains
the health and safety of the community, and limits the spread of infection in the community
and within the healthcare delivery system; and

RESOLUTION NO. 6454

WHEREAS, the reasons for declaring the local emergency still exist;

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

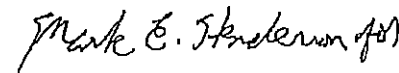
SECTION 1. The City Council reaffirms all portions of the Proclamation declared by the City Manager's Proclamation of Local Emergency dated March 16, 2020, including all orders contained therein.

SECTION 2. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

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 12th day of May, 2020.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, MINA SEMENZA, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being Resolution No. 6454 duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the 12th day of May, 2020, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS KASKANIAN AND TANAKA, MAYOR PRO TEM
HENDERSON, COUNCIL MEMBER FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Bicky Romero
for City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT D

RESOLUTION NO. 6469

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

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


SECTION 1. The City Council reaffirms all portions of the Proclamation declared by the City Manager's Proclamation of Local Emergency dated March 16, 2020, including all orders contained therein.

SECTION 2. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

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 14th day of July, 2020.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6469** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **14th day of July, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBER KASKANIAN, MAYOR PRO TEM HENDERSON, COUNCIL MEMBERS TANAKA AND FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT E

RESOLUTION NO. 6478

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA,
REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE
EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE
AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

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

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020 and Resolution No 6469 on July 14, 2020.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

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 8th day of September, 2020.


TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

[Signature]
CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6478** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **8th day of September, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBER KASKANIAN, MAYOR PRO TEM HENDERSON, COUNCIL MEMBERS TANAKA AND FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
fr _____
City Clerk of the City of Gardena, California

(SEAL)



City of Gardena

City Council Meeting

Agenda Item No. 5.D. (3)

Department: CONSENT CALENDAR

Meeting Date: Oct. 27, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: ACCEPTANCE AND NOTICE OF COMPLETION OF LOCAL STREETS
OVERLAY 2018, JN 921, SEQUEL CONTRACTORS, INC.

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Acceptance of Work and Order the Recordation of Notice of Completion	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>Staff respectfully recommends that the City Council accept the work performed by Sequel Contractors, Inc. and order the recordation of Notice of Completion.</p> <p>This project overlaid approximately 252,000 square feet of pavement and slurry sealed on approximately 457,000 square feet of roadway at various residential streets in the City. We also changed 45 traffic signal heads from 8 inch vehicle heads to 12 inch LED vehicle heads.</p> <p>Sufficient funds to complete this project were appropriated by the City Council in the FY 2018-2019 Capital Improvement Budget using Gas Tax Funds.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
<p>Amount of Expense: \$642,087.20 (Construction) Funding Source: Gas Tax Funds</p>	
<u>ATTACHMENT:</u>	
Notice of Completion	
Submitted by: <u>Kevin Kwak</u> , Kevin Kwak, Principal Civil Engineer Date: <u>10/21/2020</u>	
Concurred by: <u>Clint Osorio</u> , Clint Osorio, City Manager Date: <u>10/22/20</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 23rd day of July, 2019, the City Council of said City entered into contract with Sequel Contractors, Inc. whose address is 13546 Imperial Hwy, Santa Fe Springs, Ca. 90670 for the improvement titled Local Streets Overlay 2018, JN 921 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 Sept 29, 2020.
5. That the City Council formally accepted this work and improvement on Oct. 27, 2020.
6. That the Surety on the Performance Bond and the Labor and Material Bond of said Contractor under said contract was, and is, the Travelers Casualty and Surety Company of America whose address is 21688 Gateway Center Drive, Diamond Bar, Ca. 91765

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 Local Streets Overlay 2018, JN 921 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 _____ 2020.

City of Gardena

JESUS DE CASTRO



City of Gardena

City Council Meeting

Agenda Item No. 5.D. (4)

Department: CONSENT CALENDAR

Meeting Date: Oct. 27, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVAL OF FINAL PARCEL MAP NO. 82825
2063 W. REDONDO BEACH BOULEVARD

<u>COUNCIL ACTION REQUIRED:</u> Approve Final Parcel Map	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u> Staff respectfully recommends that the City Council: <ol style="list-style-type: none">1. Find the final map complies with the Subdivision Map Act and the Subdivision Ordinance of the City.2. Find the final map in compliance and consistent with the previously approved tentative map and the Mitigating measures of the environmental review.3. Approve the final parcel map. On June 2, 2020, the Planning and Environmental Quality Commission approved Parcel Map No. 82825. The approved tentative tract map incorporated all requirements of the City of Gardena, including the Planning and Environmental Quality Commission. The final map has been checked by the City hired Surveyor for compliance with the State Subdivision Map Act, the City of Gardena Public Works Department for compliance with local requirements, the Community Development Department for compliance with Land Use and General Plan Requirements, and the City Treasurer for outstanding assessments. All departments have reviewed the map and did not find any violations. The map is acceptable and ready for recordation. This map can be found on file in Engineering.	
<u>FINANCIAL IMPACT/COST:</u> N/A	
<u>ATTACHMENT:</u> Parcel Map No. 82825	
Submitted by: <u>Kevin Kwak</u> , Kevin Kwak, Principal Civil Engineer Date: <u>10/21/2020</u>	
Concurred by: <u>Clint Osorio</u> , Clint Osorio, City Manager Date: <u>10/22/20</u>	

PARCEL MAP NO. 82825

IN THE CITY OF GARDENA
COUNTY OF LOS ANGELES
STATE OF CALIFORNIABEING A SUBDIVISION OF PORTION OF PARCEL 1 OF PARCEL MAP NO. 447, AS PER MAP FILED IN BOOK 18, PAGE 11
OF PARCEL MAPS TOGETHER WITH A PORTION OF LOT 18 OF TRACT NO. 24361 AS PER MAP FILED IN BOOK 634,
PAGES 86 AND 87 OF MAPS, BOTH FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

MICHAEL J. KNAPTON L.S. 8012

KIMLEY-HORN & ASSOCIATES

JANUARY 23, 2020

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN
THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO
THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

TARGET CORPORATION, A MINNESOTA CORPORATION

BY: Michael Seaman
NAME TITLEBY: _____
NAME TITLE

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE
VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE
DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE
TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.STATE OF MINNESOTA
COUNTY OF HENNEPIN) ss.ON January 23, 2020 BEFORE ME, Hester DeAmelucke, NOTARY PUBLIC,
PERSONALLY APPEARED Michael SeamanWHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S)
IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY
EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND BY HIS/HER/THEIR SIGNATURE(S)
ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED,
EXECUTED THE INSTRUMENT.I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF MINNESOTA THAT THE
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, AND OFFICIAL SEAL

SIGNATURE Hester DeAmelucke
NAME

PRINCIPAL PLACE OF BUSINESS: HENNEPIN COUNTY

COMMISSION EXPIRES: January 31, 2023COMMISSION # OF NOTARY: 61057562

SIGNATURE OMISSIONS:

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH, HAVE
BEEN OMITTED UNDER PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66436 (a) (3) (C), AS THEIR
INTEREST IS SUCH THAT IT CANNOT RISE INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY
THE LOCAL AGENCY:SHIGERU, YONEMURA, ET AL, HOLDER OF MINERAL RIGHTS IN DEED RECORDED JANUARY 3, 1969 AS
INSTRUMENT NO. 1897 IN BOOK D4241, PAGE 578, OFFICIAL RECORDS.TEXACO, INC., A DELAWARE CORPORATION, OWNER OF SUBSURFACE OIL AND GAS LEASE, AS
RESERVED BY DOCUMENT RECORDED OCTOBER 19, 1965 AS BOOK M-2013, PAGE 586, OFFICIAL
RECORDS.THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH, HAVE
BEEN OMITTED UNDER PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66436 (a) (3) (A) (I-VII), AS
THEIR INTEREST IS SUCH THAT IT CANNOT RISE INTO A FEE TITLE AND SAID SIGNATURES ARE NOT
REQUIRED BY THE LOCAL AGENCY:HENRY J HARRIS AND ORA B HARRIS, HOLDERS OF AN EASEMENT FOR PIPE LINES RECORDED
NOVEMBER 1, 1964 AS BOOK 2135, PAGE 236 OF DEEDS, OFFICIAL RECORDS OF LOS ANGELES
COUNTY.METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, HOLDER OF EASEMENTS FOR WATER
TRANSPORTATION WITH INGRESS AND EGRESS RECORDED ON 3/13/1949, AS DOCUMENT NO. 667, IN
BOOK 29582, PAGE 269, AND RECORDED ON 3/23/1949, AS DOCUMENT NO. 164, IN BOOK 29654,
PAGE 76; AND FOR INGRESS AND EGRESS, WATER TRANSPORTATION, AND ROAD PURPOSES
RECORDED 2/6/2007, AS DOCUMENT NO. 200702563533, ALL OF OFFICIAL RECORDS IN THE OFFICE OF
THE LOS ANGELES COUNTY RECORDER.CITY OF GARDENA, HOLDER OF AN EASEMENT FOR FUTURE STREET PURPOSES RECORDED SEPTEMBER 8,
1959 AS TRACT NO. 24361 ON FILE IN BOOK 634, PAGES 86 THROUGH 87, INCLUSIVE, OF TRACT MAPS.SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR POLE
LINES RECORDED AUGUST 3, 1960 IN BOOK D-933, PAGE 346; AND AN EASEMENT FOR POLE LINES AND
CONDUITS RECORDED JANUARY 5, 1970 AS INSTRUMENT NO. 2526; ALONG WITH AN EASEMENT FOR
UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS RECORDED
NOVEMBER 7, 2018 AS INSTRUMENT NO. 20181128614, ALL OF OFFICIAL RECORDS OF LOS ANGELES
COUNTY.

LOS ANGELES COUNTY TAX CERTIFICATES:

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE
EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE
PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF
PARCEL MAP NO. 82825 AS REQUIRED BY LAW.EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

DATE: _____

BY: _____
DEPUTYI HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE
REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

DATE: _____

BY: _____
DEPUTY

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE
REQUEST OF RASING CANES RESTAURANTS, LLC, IN AUGUST 2019. I HEREBY STATE THAT THIS PARCEL MAP
SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. IF ANY,
THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; AND THAT
THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.Michael J. Knapp
MICHAEL J. KNAPTON, L.S. 8012
EXP. 12-31-20
DATE 8/30/2020

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE
SAME AS IT APPEARED ON THE TENTATIVE MAP IF REQ., AND ANY APPROVED ALTERATIONS THEREOF; THAT
ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL SUBDIVISION ORDINANCES OF THE
CITY OF GARDENA APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED
WITH.Kevin Seung Kwak
KEVIN SEUNG KWAK
PRINCIPAL CIVIL ENGINEER,
CITY OF GARDENA
R.C.E. 7154710/14/2020
DATE

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY
CORRECT.David G. Gilbertson
DAVID G. GILBERTSON, L.S. 6941
ACTING CITY SURVEYOR10/5/20
DATE

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GARDENA ON _____, 20____
APPROVED THIS MAP.

CITY CLERK - CITY OF GARDENA

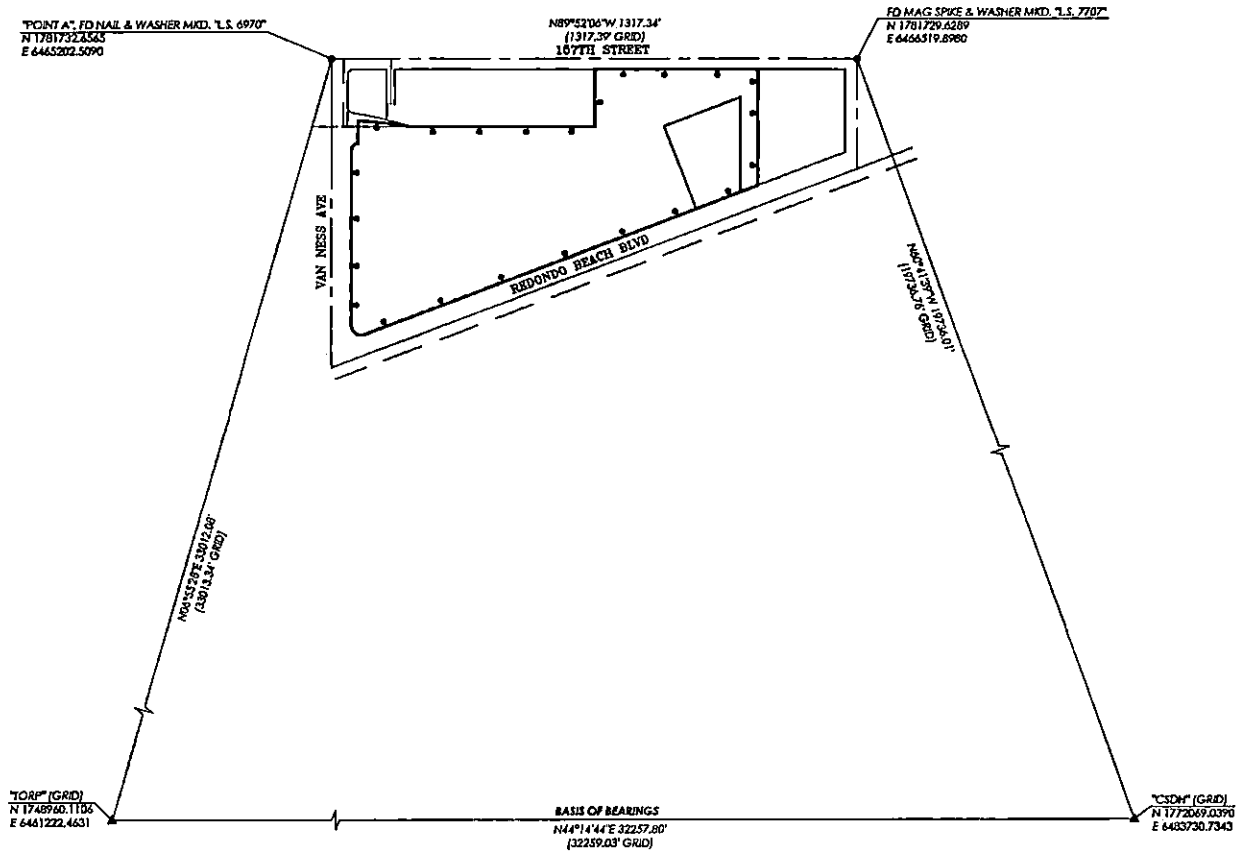
DATE

SPECIAL ASSESSMENT STATEMENT:

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF
GARDENA TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT,
AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.Jack Tamm
CITY TREASURER, CITY OF GARDENA10-13-20
DATE

IN THE CITY OF GARDENA
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

JANUARY 23, 2020



BASIS OF BEARINGS & GRID TIE DIAGRAM
NOT TO SCALE

PARCEL MAP NO. 82825

IN THE CITY OF GARDENA
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

PROCEDURE OF SURVEY

LEGEND:

☉
S.F.M.
L&D
CFR
①
②

INDICATES THE BOUNDARY OF THE LAND
BEING SUBDIVIDED BY THIS MAP

CENTERLINE

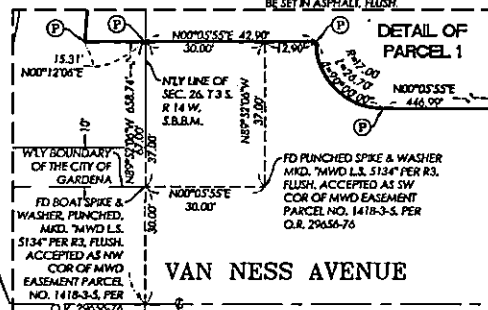
SEARCHED FOUND NOTHING

LEAD AND DISK

CALCULATED FROM RECORD

ESTABLISHED BY INTERSECTION

2" I.P. TAGGED L.S. 8012, OR LEAD & TAG
STAMPED L.S. 8012 TO BE SET IN
CONCRETE OR A NAIL & TAG STAMPED
L.S. 8012 TO BE SET IN CONCRETE OR AN
8" SPIKE & WASHER TAGGED L.S. 8012 TO
BE SET IN ASPHALT, FLUSH

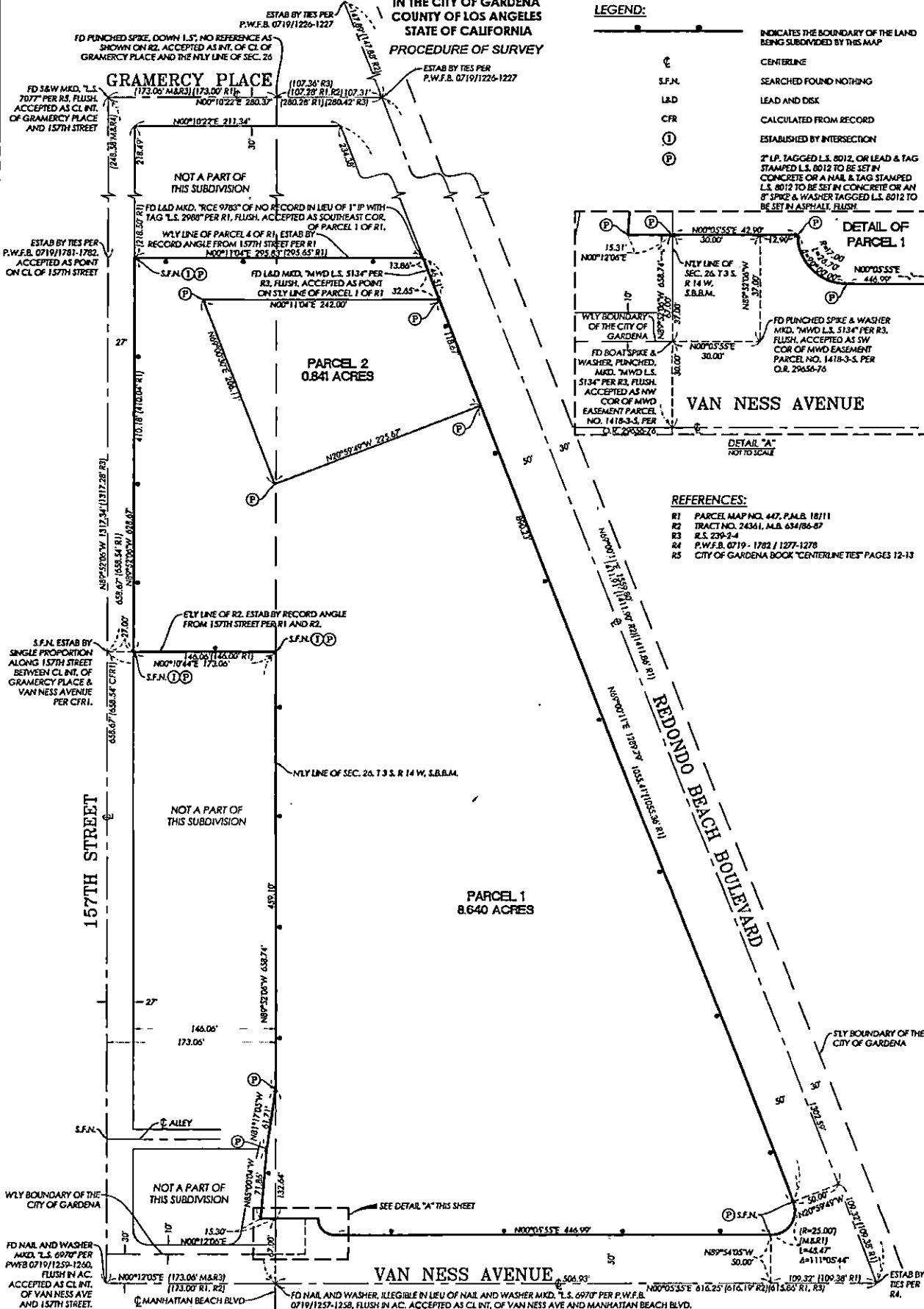


VAN NESS AVENUE

DETAIL "A"
NOT TO SCALE

REFERENCES:

- R1 PARCEL MAP NO. 447, P.M.B. 18/11
- R2 TRACT NO. 24341, M.B. 634/86-87
- R3 E.S. 239-2-4
- R4 P.W.F.B. 0719 - 1782 / 1277-1278
- R5 CITY OF GARDENA BOOK "CENTERLINE TIES" PAGES 12-13



IN THE CITY OF GARDENA
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

EASEMENT DETAIL SHEET

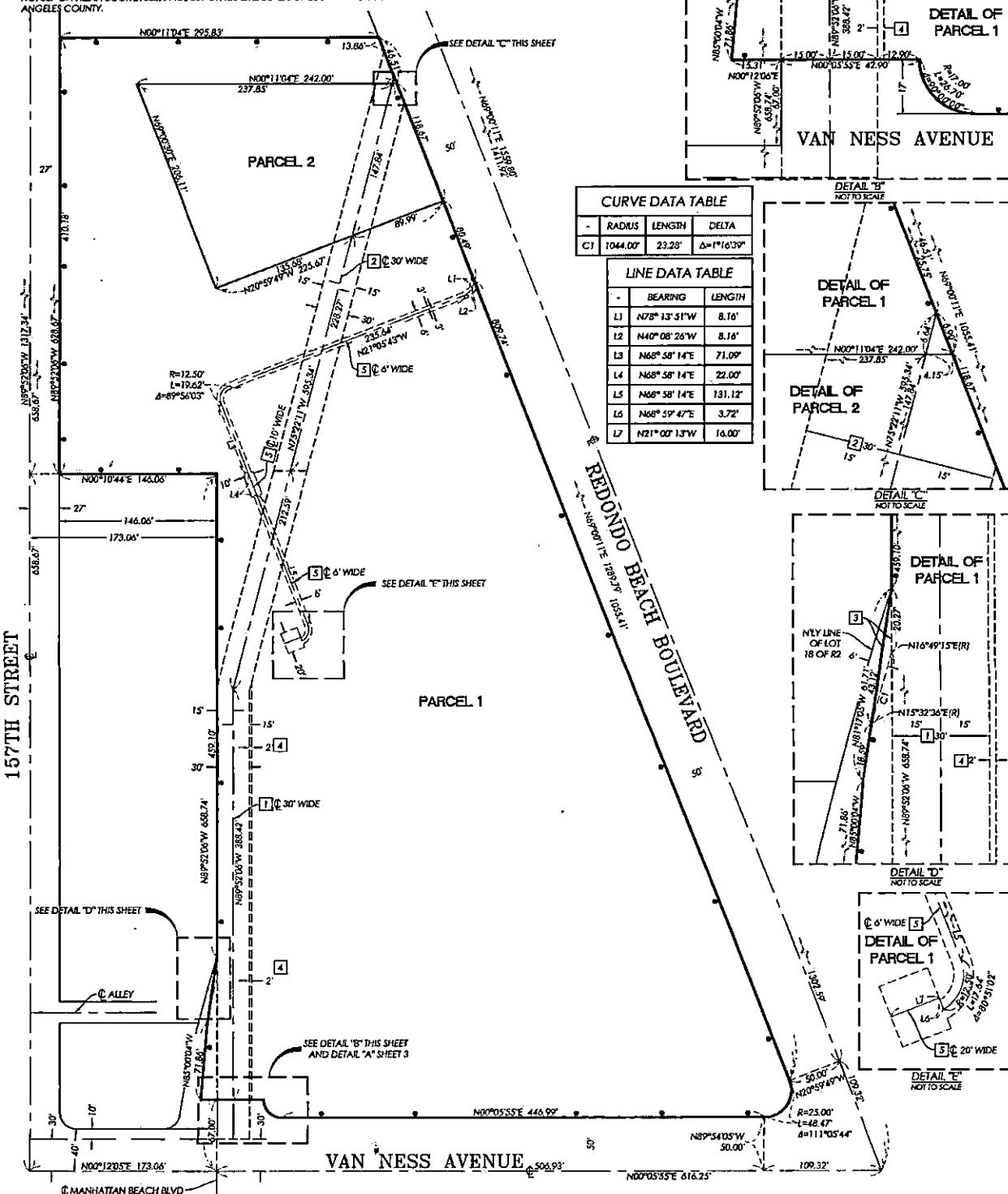
INDICATES THE BOUNDARY OF THE LAND
BEING SUBDIVIDED BY THIS MAP

EXISTING EASEMENTS

4 EASEMENT OF METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA FOR INGRESS AND EGRESS, WATER TRANSPORTATION AND ROAD PURPOSES AS DISCLOSED BY DOCUMENT RECORDED FEBRUARY 6, 2007 AS INSTRUMENT NO. 20070256553, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

- 5 EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS AS DISCLOSED BY DOCUMENT RECORDED NOVEMBER 7, 2018 AS INSTRUMENT NO. 20181128614, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

- EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, FOR POLE LINES AND CONDUITS AS DISCLOSED BY DOCUMENT RECORDED JANUARY 5, 1970 AS INSTRUMENT NO. 2626. OFFICIAL RECORDS OF LOS ANGELES COUNTY. SAID EASEMENT IS INDETERMINE OF RECORD.





City of Gardena
City Council Meeting

Agenda Item No. 5.D. (5)

Department: CONSENT CALENDAR

Meeting Date: Oct. 27, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVAL OF FINAL TRACT MAP NO. 82667
2101 AND 2129 W. ROSECRANS AVENUE

<u>COUNCIL ACTION REQUIRED:</u> Approve Final Tract Map	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u> Staff respectfully recommends that the City Council: <ol style="list-style-type: none">1. Find the final map complies with the Subdivision Map Act and the Subdivision Ordinance of the City.2. Find the final map in compliance and consistent with the previously approved tentative map and the Mitigating measures of the environmental review.3. Approve the final tract map. On Aug. 4, 2020, the Planning and Environmental Quality Commission approved Tract Map No. 82667. The approved tentative tract map incorporated all requirements of the City of Gardena, including the Planning and Environmental Quality Commission. The final map has been checked by the City hired Surveyor for compliance with the State Subdivision Map Act, the City of Gardena Public Works Department for compliance with local requirements, the Community Development Department for compliance with Land Use and General Plan Requirements, and the City Treasurer for outstanding assessments. All departments have reviewed the map and did not find any violations. The map is acceptable and ready for recordation. This map can be found on file in Engineering.	
<u>FINANCIAL IMPACT/COST:</u> N/A	
<u>ATTACHMENT:</u> Tract Map No. 82667	
Submitted by: <u>Kevin Kwak</u> , Kevin Kwak, Principal Civil Engineer Date: <u>10/21/2020</u>	
Concurred by: <u>Clint Osorio</u> , Clint Osorio, City Manager Date: <u>10/22/20</u>	

TRACT NO. 82667

IN THE CITY OF GARDENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 63 AND A PORTION OF LOT 62 OF THE REPLAT OF
BLOCKS D AND E STRAWBERRY PARK TRACT, PER MAP RECORDED IN BOOK 8,
PAGE 138 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
FOR CONDOMINIUM PURPOSES.

DANE P. MCDOUGALL
L.S. 9297



DATE OF SURVEY:
JANUARY 2019

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE CITY OF GARDENA, EASEMENTS FOR EMERGENCY AND PUBLIC SECURITY INGRESS AND EGRESS, AND PUBLIC UTILITY PURPOSES AS SHOWN ON THIS MAP.

ROSECRANS PLACE, A.C., A DELAWARE LIMITED LIABILITY COMPANY.

BY: [Signature] NAME: HERB GARDNER
TITLE: DANAGING MEMBER

BENEFICIARY STATEMENT

CITIZENS BUSINESS BANK, BENEFICIARY UNDER A DEED OF TRUST RECORDED MAY 18, 2020 AS INSTRUMENT NO. 20200541159 OF OFFICIAL RECORDS.

BY: [Signature] NAME: Sen Xu
TITLE: Construction Loan Officer

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF Los Angeles

ON September 18th, 2020 BEFORE ME, Madison Rose Gardner
PERSONALLY APPEARED Herb Gardner

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: [Signature] MY PRINCIPAL PLACE OF BUSINESS IS
IN Los Angeles COUNTY
MY COMMISSION NO. 2293704
MY COMMISSION EXPIRES June 15th, 2023

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF San Diego

ON September 18, 2020 BEFORE ME, Tammy J. Ngugan
PERSONALLY APPEARED Sen Xu

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: [Signature] MY PRINCIPAL PLACE OF BUSINESS IS
IN San Bernardino COUNTY
MY COMMISSION NO. 2244440
MY COMMISSION EXPIRES June 27, 2022

SIGNATURE OMISSIONS

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(A)(i)-(vii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY:

STRAWBERRY PARK LAND COMPANY, HOLDER OF AN EASEMENT FOR CONDUITS FOR IRRIGATION RECORDED IN BOOK 3138, PAGE 316, OFFICIAL RECORDS.

STRAWBERRY PARK LAND COMPANY, HOLDER OF AN EASEMENT FOR PIPE LINES RECORDED IN BOOK 4361, PAGE 191, DEEDS.

STANDARD OIL COMPANY, HOLDER OF AN EASEMENT FOR PIPE LINES RECORDED IN BOOK 4716, PAGE 310, DEEDS.

STANDARD OIL COMPANY, HOLDER OF AN EASEMENT FOR CONDUITS FOR TRANSPORTATION OF OIL, PETROLEUM, GAS OR WATER AND FOR TELEGRAPH OR TELEPHONE LINES RECORDED IN BOOK 4723, PAGE 215, DEEDS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF G3 URBAN, LLC, ON AUGUST 28, 2019. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE TWENTY-FOUR MONTHS FROM THE FILING DATE OF THIS MAP; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; AND THAT THE NOTES FOR ALL CENTERLINE MONUMENTS ARE, OR WILL BE, ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE SHOWN HEREON. I HEREBY STATE THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN.

BY: [Signature] DATE: 9/15/2020
DANE P. MCDOUGALL
L.S. 9297



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL SUBDIVISION ORDINANCES OF THE CITY OF GARDENA APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

BY: [Signature] DATE: 10/16/2020
KEVIN SEUNG KWAK
CIVIL ENGINEER, CITY OF GARDENA
R.C.E. 79547



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

BY: [Signature] DATE: 9/22/20
DAVID G. GILBERTSON
CITY SURVEYOR, CITY OF GARDENA
L.S. NO. 6941



CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GARDENA ON 9/22/20 APPROVED THIS MAP. SAID COUNCIL DID ACCEPT ON BEHALF OF THE CITY, THE EASEMENTS FOR EMERGENCY AND PUBLIC SECURITY INGRESS AND EGRESS, AND PUBLIC UTILITY PURPOSES AS SHOWN ON SAID MAP.

BY: [Signature] DATE: 9/22/20
BECKY ROMERO
CITY CLERK, CITY OF GARDENA



SPECIAL ASSESSMENT STATEMENT

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF GARDENA, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

BY: [Signature] DATE: 9-29-20
CITY TREASURER, CITY OF GARDENA

LOS ANGELES COUNTY TAX CERTIFICATES

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 82667 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: DATE:
DEPUTY

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: DATE:
DEPUTY

CONDOMINIUM NOTE

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 113 UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS OF LOT 1 WHICH WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

SCALE: 1" = 60'

TRACT NO. 82667

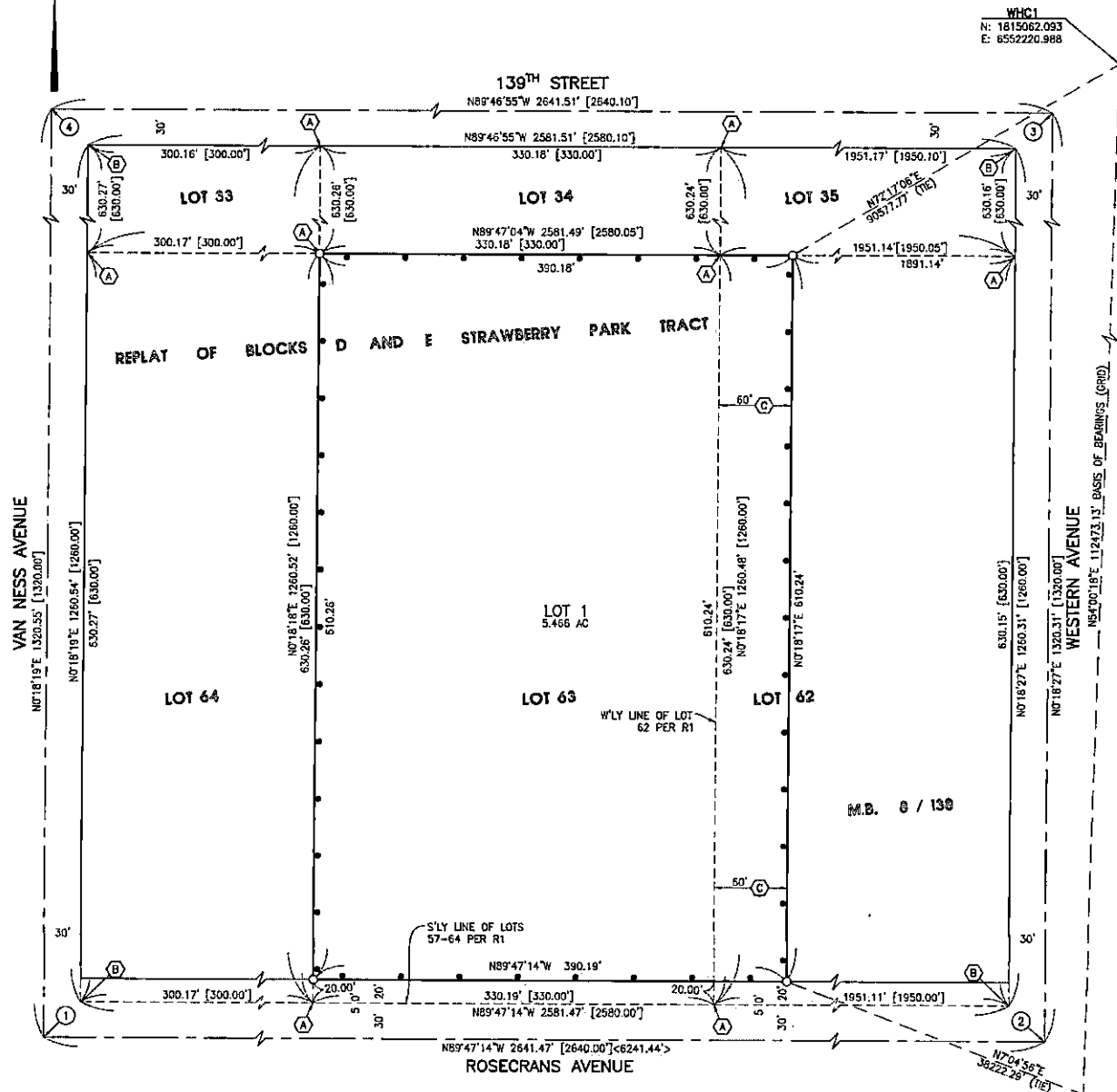
SHEET 2 OF 3 SHEETS

IN THE CITY OF GARDENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES.

DANE P. MCDOUGALL
L.S. 9297



DATE OF SURVEY:
JANUARY 2019



MONUMENT NOTES

- ① FD. SPIKE & WASHER STAMPED "LS 9294". ACCEPTED AS THE CENTERLINE INTERSECTION OF ROSECRANS AVENUE AND VAN NESS AVENUE PER R2.
 - ② FD. GEAR SPIKE & WASHER STAMPED "PLS 8080" IN LIEU OF SPIKE & WASHER STAMPED "LS 8294". ACCEPTED AS THE CENTERLINE INTERSECTION OF ROSECRANS AVENUE AND WESTERN AVENUE PER R2.
 - ③ FD. MAG NAIL & WASHER STAMPED "RCE 27743" PER P.W.F.B. 0719-2205-2206. ACCEPTED AS THE CENTERLINE INTERSECTION OF WESTERN AVENUE AND 139TH STREET.
 - ④ FD. GEAR SPIKE & WASHER STAMPED "LS 6970" PER P.W.F.B. 0719-1271-1272. ACCEPTED AS THE CENTERLINE INTERSECTION OF 139TH STREET AND VAN NESS AVENUE.
- INDICATES 2" IRON PIPE TAGGED "LS 9297", OR 8" SPIKE AND WASHER STAMPED "LS 9297", FLUSH, OR LEAD, TACK, & TAG "LS 9297", OR NAIL & TAG "LS 9297" TO BE SET AT ALL TRACT BOUNDARY UNLESS OTHERWISE NOTED.

MAP REFERENCES

- R1 - REPLAT OF BLOCKS D AND E STRAWBERRY PARK TRACT, M.B. 8/138.
R2 - RECORD OF SURVEY, R.S.B. 274/13-14.

LEGEND

- [] - INDICATES RECORD OR CALCULATED DATA PER R1.
< > - INDICATES RECORD OR CALCULATED DATA PER R2.
— — — — — INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

ESTABLISHMENT NOTES

- (A) SEARCHED, FOUND NOTHING - ESTABLISHED BY PRORATION PER R1.
(B) SEARCHED, FOUND NOTHING - ESTABLISHED BY INTERSECTION.
(C) ESTABLISHED 60.00' EASTERLY OF AND PARALLEL WITH THE WEST LINE OF LOT 62 PER R1.

DATUM STATEMENT

ALL COORDINATES SHOWN HEREON ARE GRID VALUES BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE V, NORTH AMERICAN DATUM OF 1983, 2010.00 EPOCH, NAD83(2011), IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819. ALL DISTANCES SHOWN HEREON ARE GROUND VALUES UNLESS OTHERWISE NOTED. A GENERALIZED COMBINATION SCALE FACTOR OF 1.00003433 WAS USED FOR THIS PROJECT AT NORTING 1786945.39, EASTING 6465763.22. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY THE COMBINATION SCALE FACTOR.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING NORTH 54°00'18" EAST BETWEEN CALIFORNIA SPATIAL REFERENCE CENTER, CSRS, CONTINUOUSLY OPERATING REFERENCE STATIONS, CORS, TORP* AND "WHC1".

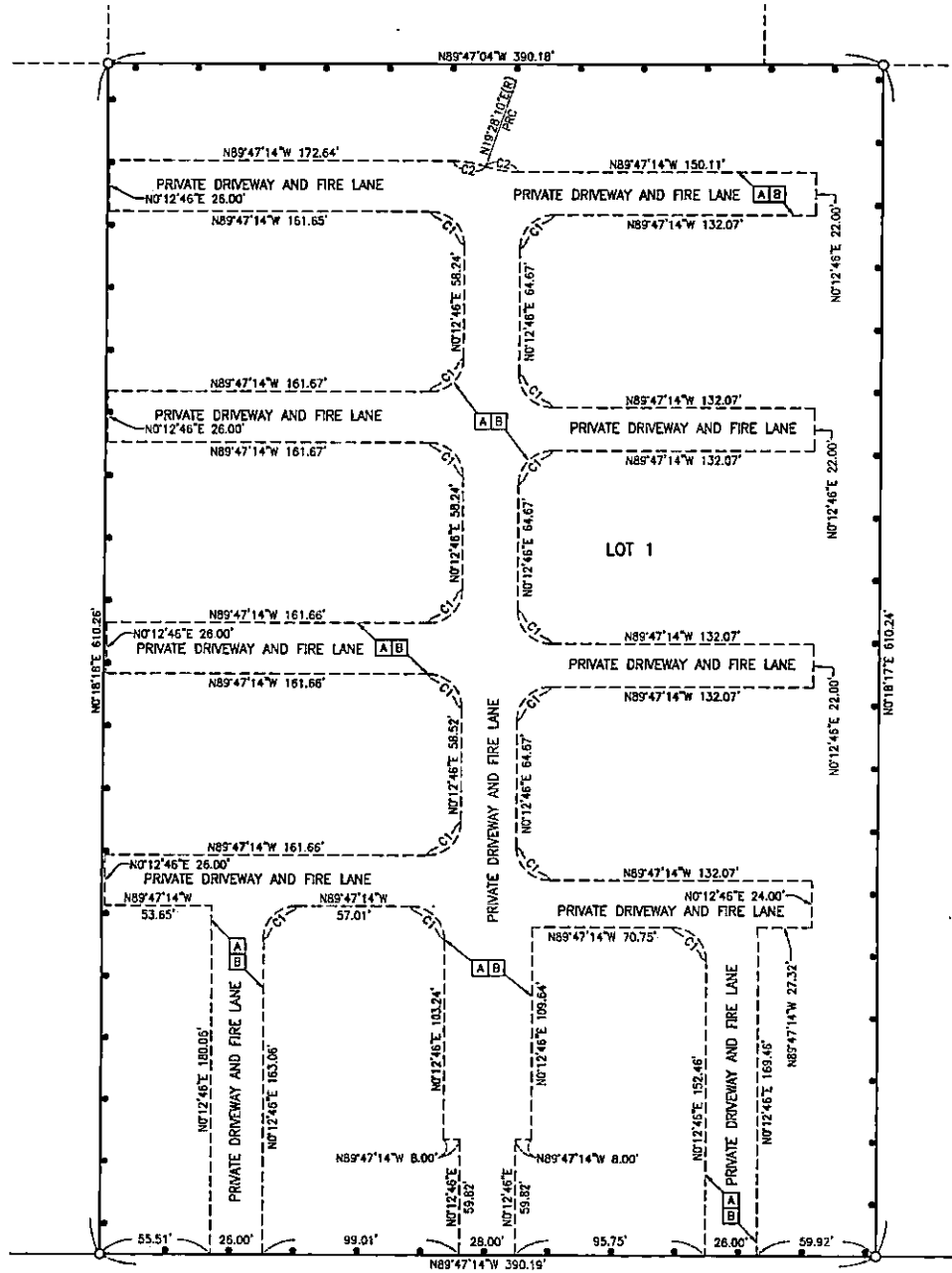
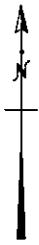
WHC1
N: 1815062.093
E: 6552220.988

TORP
N: 1748960.084
E: 6461222.471

SCALE: 1" = 40'

TRACT NO. 82667

SHEET 3 OF 3 SHEETS

IN THE CITY OF GARDENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES.DANE P. MCDOUGALL
L.S. 9297DATE OF SURVEY:
JANUARY 2019

ROSECRANS AVENUE

EASEMENT NOTES

- A** INDICATES AN EASEMENT FOR EMERGENCY AND PUBLIC SECURITY INGRESS AND EGRESS DEDICATED TO THE CITY OF GARDENA HEREON.
- B** INDICATES AN EASEMENT FOR PUBLIC UTILITY PURPOSES DEDICATED TO THE CITY OF GARDENA HEREON.
- 1 AN EASEMENT IN FAVOR OF STRAWBERRY PARK LAND COMPANY FOR CONDUITS FOR IRRIGATION RECORDED IN BOOK 3138, PAGE 317, OFFICIAL RECORDS. (EASEMENT LOCATION IS INDETERMINATE FROM RECORD)
 - 2 AN EASEMENT IN FAVOR OF STRAWBERRY PARK LAND COMPANY FOR PIPE LINES RECORDED IN BOOK 4361, PAGE 191, DEEDS. (EASEMENT LOCATION IS INDETERMINATE FROM RECORD)
 - 3 AN EASEMENT IN FAVOR OF STANDARD OIL COMPANY FOR PIPE LINES RECORDED IN BOOK 4716, PAGE 310, DEEDS. (EASEMENT LOCATION IS INDETERMINATE FROM RECORD)
 - 4 AN EASEMENT IN FAVOR OF STANDARD OIL COMPANY FOR CONDUITS FOR TRANSPORTATION OF OIL, PETROLEUM, GAS OR WATER AND FOR TELEGRAPH OR TELEPHONE LINES RECORDED IN BOOK 4723, PAGE 215, DEEDS. (EASEMENT LOCATION IS INDETERMINATE FROM RECORD)

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	90°00'00"	17.00'	28.70'
C2	16°15'24"	50.00'	16.80'

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.



City of Gardena

City Council Meeting

Agenda Item No. 5.D.(6)

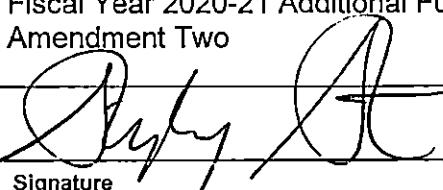

Department: Consent Calendar

Meeting Date: October 27, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RATIFY ADMINISTRATIVE APPROVAL OF THE ELDERLY NUTRITION PROGRAM CONTRACT ENP202105 AMENDMENT TWO – ADDITIONAL FUNDING

<u>COUNCIL ACTION REQUIRED:</u> Ratify Administrative Approval of ENP202105 Amendment Two	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u> Staff respectfully recommends that the City Council ratify administrative approval of the Elderly Nutrition Program Contract No. ENP202105 Amendment Two between the City of Gardena and the County of Los Angeles' Department of Workforce Development, Aging and Community Services. The Elderly Nutrition Program includes serving congregate meals and home-delivered meals as well as conducting telephone reassurance to the older and functionally impaired adult population. Amendment Two to this contract provides additional funding for the Subaward Sum Year 1 (July '20-December '20) in the amount of \$5,000. The funding source is the Chief Executive Office Coronavirus Aid, Relief, and Economic Security (CEO CARES) Act.	
<u>FINANCIAL IMPACT/COST:</u> <ul style="list-style-type: none">Additional funding for OAA Title III C-1 (Nutrition Services) Congregate Meal Program: \$5,000	
<u>ATTACHMENTS:</u> <ol style="list-style-type: none">1) Fiscal Year 2020-21 Additional Funding Allocation for Elderly Nutrition Program Services Letter2) Amendment Two	
Submitted by  Signature	Stephany Santin, Director of Recreation & Human Services Date 10/22/2020
Concurred by  c:	Clint Osorio, City Manager Date 10/22/2020



lacounty.gov

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger

COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES

3175 West Sixth Street ■ Los Angeles, CA 90020

Tel: 213-738-2617



wdacs.lacounty.gov

"Connecting communities and improving the lives of all generations"

Otto Solórzano
Acting Director

September 30, 2020

City of Gardena
Attention: Ms. Tasha Cerda
1700 West 162nd Street
Gardena, CA 90247

FISCAL YEAR 2020-21 ADDITIONAL FEDERAL CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FUNDING ALLOCATION FOR ELDERLY NUTRITION PROGRAM SERVICES

Dear Ms. Cerda:

County of Los Angeles Workforce Development, Aging and Community Services (County) intends to amend City of Gardena's (Subrecipient's) Elderly Nutrition Program (ENP) Subaward. The Subaward Amendment information is outlined below:

- Purpose: Subrecipient shall utilize additional federal (previously identified as Chief Executive Office (CEO)) Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to provide additional defined and contracted ENP Title III C-1 Program Services during Fiscal Year (FY) 2020-21.
- Subaward Number: ENP202105
- Amendment Number: Two
- Subaward Term: July 1, 2020 through June 30, 2021
- Additional Federal CARES Act Funding Allocation: \$5,000
- Period Funds Available for Use (subject to execution of Amendment): July 1, 2020 through December 30, 2020
- Supervisorial District: 2
- Funding Source(s), Service Category(ies) and Unit Rate(s) are as follows:

Funding Source	Service Category	Unit Rate	Allocation Amount
FEDERAL CARES ACT	American Meals	\$6.21	\$5,000
	Ethnic Meals		
Additional Federal CARES Act Funding			\$5,000
CARES Act Funding (Refer to FY 2020-21 CARES Act Funding Allocation Letter)			\$417,000
Baseline Funding (Refer to FY 2020-21 Baseline Funding Allocation Letter)			\$407,000
Subaward Sum Year 1 (SSY1) (Additional Federal CARES Act, CARES Act and Baseline Funding)			\$829,000

The CARES Act requires Subrecipient to comply with all applicable CARES Act provisions and requirements which includes, but is not limited to, maintaining Client attestations confirming that the Client has been directly impacted by the COVID-19 outbreak.

For more information on CARES Act requirements, please visit the following:

- United States Department of Treasury website: <https://home.treasury.gov/policy-issues/cares>
- Coronavirus Relief Fund Guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
- Memorandum for Coronavirus Relief Fund Recipients: <https://home.treasury.gov/system/files/136/IG-Coronavirus-Relief-Fund-Recipient-Reporting-Record-Keeping-Requirements.pdf>

If you have any questions, please contact Irma Panosian of my staff by phone or e-mail as follows: (323) 336-5426 or ipanosian@wdacs.lacounty.gov.

Thank you.

Carol Domingo

Carol Domingo, Program Manager
Contracts Management Division



City of Gardena

City Council Meeting

Agenda Item No. 5.D. (7)

Department: CONSENT

Meeting Date: October 27, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: MEMORANDUM OF UNDERSTANDING BY AND BETWEEN CITY
OF GARDENA AND THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY FOR
PROPOSITION A 40% DISCRETIONARY FUNDS

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Authorize Execution	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>The voters of California passed Proposition A in November 1980 establishing a one-half percent sales tax for public transit purposes. Each year the Los Angeles County Metropolitan Transportation Authority (LACMTA) includes in its annual budget process an allocation of Proposition A 40% Discretionary Funds to the included and eligible Los Angeles County municipal bus operators at the current Los Angeles County Formula Allocation Program (FAP) levels. These funds are used for GTrans' operating expenses.</p> <p>The attached Memorandum of Understanding (MOU) with the LACMTA is for disbursement of these funds to the City of Gardena GTrans for the term of June 1, 2020 through June 30, 2030. For this year and subsequent years funding disbursement, GTrans will be required to submit an invoice along with required documentation to LACMTA.</p> <p>Therefore, it is recommended that Council authorize the execution of the attached MOU for Proposition A 40% Discretionary Grant Funds for GTrans.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
<p>For FY21, GTrans is eligible to receive \$3,683,129 in Proposition A 40% Discretionary Grant Funds in support of GTrans' operations. This allocation was included in the FY21 Budget previously approved by City Council. There is no impact to General Fund.</p>	
<u>ATTACHMENTS:</u>	
A. Memorandum of Understanding for Proposition A 40% Discretionary Grant Funds	
Submitted by <u>Ernie Crespo</u> , Ernie Crespo, Transportation Director	Date <u>10/19/20</u>
Concurred by <u>Clint D. Osorio</u> , Clint D. Osorio, City Manager	Date <u>10/22/20</u>

**MEMORANDUM OF UNDERSTANDING
for
Proposition A 40% Discretionary Grant Funds**

This Memorandum of Understanding (the "MOU") is entered into by and between City of Gardena (the "GRANTEE") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

WHEREAS, on November 4, 1980, the voters of Los Angeles County approved by majority Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, the LACMTA is the agency responsible for administering the tax; and

WHEREAS, each year the LACMTA may, but it is not obligated to, include in its annual budget process an allocation of Proposition A 40% Discretionary Funds to the GRANTEE (the "Funds"); and

WHEREAS, the GRANTEE is an eligible operator and desires to receive the FUNDS from LACMTA for public transit purposes; and

WHEREAS, LACMTA and GRANTEE desire to agree to the terms and conditions of the grant of FUNDS to the GRANTEE ("MOU").

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, LACMTA and Grantee hereby agree as follows:

ARTICLE 1. TERM

- 1.0 This MOU shall be in effect from **July 1, 2020 until June 30, 2030**, unless: (a) the Proposition A Discretionary Guidelines adopted April 24, 1991 (the "Guidelines") are revised by LACMTA prior to the expiration date, in which case this MOU shall terminate on the effective date of the revised Guidelines; or, (b) terminated early: (i) by either party for any reason upon six months prior written notice; or (ii) by the LACMTA upon its decision not to include the Funds in its annual Budget.

ARTICLE 2. USE OF FUNDS - SERVICE ADJUSTMENTS AND STANDARDS

- 2.0 Grantee shall utilize the Funds in accordance with the LACMTA Proposition A 40% Discretionary Fund Guidelines (the "Guidelines") adopted, and in accordance with the LACMTA Board's action in approving this grant of Funds. The Grantee agrees to comply with all applicable provisions of the Guidelines, including without limitation, all applicable service adjustments, standards, warranties and conditions

specified in Sections 1.1. through 8.4 of the Guidelines.

- 2.1 Grantee shall use the Funds only for operating assistance of public transit and shall not use the Funds to substitute for any other funds, service, or project not specified in this MOU.
- 2.2 Grantee agrees to continue reporting Transit Performance Measurement (TPM) data to LACMTA as required under the TPM Guidelines adopted pursuant to AB 103 (PUC Section 130380). The TPM data will be evaluated as needed by LACMTA. Only the services included in the TPM program are eligible for the Funds.
- 2.3 In order to receive the Funds, Grantee warrants that it will:
 - A. Cooperate and coordinate with other operators in the development of an integrated county wide transportation system;
 - B. Make every effort to improve upon the existing span and scope of their transit service (minimum standards are detailed in Section 8.1 of the Guidelines);
 - C. Ensure that service quality improvements are implemented whenever possible (e.g. added service to meet demand; routing and scheduling improvements);
 - D. Ensure that the existing level of service is maintained and that major service changes are subject to the adopted Service Notification Policy;
 - E. Make every effort to ensure that the total number of linked passengers (riders) is maintained or increased;
 - F. Certify that Grantee is not effectively precluded by any collective bargaining agreement which is in effect on or after July 1, 1988, from contracting existing, new or restructured services;
 - G. Agree to secure a local contribution as described in Section 8.3 of the Guidelines.

ARTICLE 3. PAYMENT OF FUNDS - REIMBURSEMENT TO GRANTEE

- 3.0 Each fiscal year, to the extent the Funds are available, LACMTA may make to Grantee a grant of the Funds in an amount approved and authorized by the LACMTA Board as part of the LACMTA budget for such fiscal year. The authorized annual grant amount for each fiscal year will be specified in the

Annual Funding Marks for that fiscal year as approved by the LACMTA Board. Attached as **Exhibit A** is the applicable Annual Funding Marks for GRANTEE'S Proposition A 40% Discretionary funds for FY 2021. If LACMTA staff, in coordination with the Eligible/Included Operators, develops a mid-year reallocation of any Annual Funding Marks that is approved by the LACMTA Board, GRANTEE hereby directs and authorizes LACMTA to make such mid-year adjustments to its Annual Funding Marks, as approved by the LACMTA Board, if applicable.

- 3.1 Requests for reimbursement to Grantee shall be made by the Grantee annually using the Proposition A Discretionary Grant Worksheet **Exhibit B**. However, the LACMTA will disburse 1/12 of the Grantee's maximum eligible funding mark each month, provided the funds are available.
- 3.2 Reconciliation will occur annually in May, based upon estimated actual expenses and revenues. All disbursements will be considered an estimate subject to adjustment upon receipt of reporting and audit compliance requirements (see Article 4 contained herein). The audit must be submitted within 120 days of the close of the fiscal year.
- 3.3 If the audit indicates that the Grantee did not expend all the Funds received during the fiscal year of allocation, such unexpended Funds must be returned to LACMTA within 60 days of the completion of the financial and compliance audit(s). Such unexpended Funds will be treated as carryover funds and held by LACMTA on behalf of Grantee for a period of two years.
- 3.4 Grantee may carryover for two years, one hundred percent (100%) of its annual funding mark minus any portion expended during the fiscal year. The carryover funds will be calculated after the Discretionary Grant formula fund program's fiscal year close-out, and will be based on audited expenses.
- 3.5 Only carryover Program formula funds can be used for capital projects. Grantee must follow the existing LACMTA approval process when applying program carryover funds to capital projects.
- 3.6 After two years, any unused carryover funds will be transferred to the LACMTA's general Proposition A 40% Fund and will be available for reprogramming by the LACMTA.
- 3.7 Under no circumstances will the amount of money transferred to the Grantee under this MOU exceed the monthly, (1/12) funding allocation as listed in the applicable Annual Funding Marks.
- 3.8 Each year, GRANTEE shall submit one (1) invoice to LACMTA requesting the Funds. All invoices must include information documenting the cost

of the project for the upcoming fiscal year.

- 3.9 An invoice and the Proposition A Discretionary Grant Worksheet (Exhibit B) must be submitted annually to the LACMTA by Grantee indicating maximum annual allocation and estimated monthly payments.

ARTICLE 4. REPORTING AND AUDIT REQUIREMENTS

- 4.0 For the term of this MOU, Grantee shall comply with all Transportation Development Act (TDA), State Transit Assistance (STA) and National Transit Database (NTD) reporting requirements and shall annually submit a completed copy of said reports to LACMTA. Grantee agrees to commit all TDA, STA and NTD operating subsidies prior to committing the Funds.
- 4.1 If Grantee receives the Funds in lieu of STA and or TDA funds, the portion of Proposition A Discretionary funds received in lieu of STA funds ("In-Lieu-Funds") are subject to the STA efficiency test; and if Grantee fails the STA efficiency test, Grantee may not use the In-Lieu-Funds for transit operating purposes. A Grantee in receipt of In-Lieu-Funds is not required to submit a TDA Article 4 claim form, and is therefore not subject to the TDA reporting requirements. However, Grantee must comply with the audit requests as prescribed by LACMTA (see Article 4.3), and comply with all other Proposition A Discretionary Guideline provisions.
- 4.2 By November 1st of each year, the Grantee shall submit to the LACMTA a completed TPM form, which separately reports data pertaining to these Funds and to the applicable fiscal year.
- 4.3 Each fiscal year, LACMTA or its designee shall have the right to conduct a financial and compliance audit(s) of the Project. Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with conditions defined by this MOU and the Guidelines.

ARTICLE 5. LOCAL CONTRIBUTION REQUIREMENT

- 5.0 In accordance with the Proposition A Local Return Guidelines, the Grantee agrees to secure continued financial support from any funds derived from a property tax. In addition, the Grantee agrees to secure local financial support.
- 5.1 The actual amount of local support will be equivalent to the lesser of: (i) five percent (5%) of the current fiscal year operating budget, or (ii) twenty-five percent (25%) of the current fiscal year Local Return funds received by the Grantee or Grantee's sponsoring municipality, as applicable. The Grantee

agrees that the above requirements equate to a local contribution as stated in the fiscal worksheet Exhibit B. This amount will be adjusted upon receipt of the financial and compliance audit(s).

- 5.2 Only local contributions made to the operating budget are eligible to meet the Local Contribution Requirement.
- 5.3 Any Grantee not expending an amount equal to or greater than fifty percent (50%) of the annual Proposition A Local Return allocation during the year ended June 30 will have the Funds described in the Annual Funding Marks for the applicable fiscal year reduced by the amount of unexpended annual Proposition A Local Return funds allocated which exceed fifty percent of that year's allocation.
- 5.3 If the Local Contribution Requirement is not met, the Grantee must make a full refund of the Funds for the applicable fiscal year to LACMTA.

ARTICLE 6. CONDITIONS

- 6.0 This grant is subject to the terms and conditions agreed herein and in the Guidelines. The LACMTA, at its discretion, may withhold all or part of the Grantee's discretionary grant allocation if all conditions identified in Section 8 of the Guidelines are not met. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.
- 6.1 Grantee agrees to comply with all applicable local, state and federal laws, rules and regulations in the provision of public transit services.
- 6.2 Grantee understands and agrees that in programming these Funds and entering into this MOU, LACMTA is acting pursuant to its statutory authority and shall have no liability in connection with the use of these Funds for public transit purposes. Grantee agrees to indemnify LACMTA for all liability arising out of Grantee's use of the Funds and Grantee's performance in the provision of public transit services paid for by these Funds.
- 6.3 Grantee is not a contractor, agent or employee of the LACMTA. Grantee shall not represent itself as a contractor, agent or employee of the LACMTA and shall have no power to bind the LACMTA in contract or otherwise.
- 6.4 No amendment or modification to this MOU shall be binding upon either party unless such amendment or modification is in writing duly executed by both parties. This MOU shall not be amended or modified by any acts or conduct of the parties.

ARTICLE 7. PENALTIES

- 7.0 The LACMTA reserves the right to terminate this MOU and withhold Funds if it is determined that the Grantee has not made every effort to adhere to all warranties and conditions identified in the Guidelines. In addition, the LACMTA reserves the right to terminate this MOU in the event of continued and/or gross violations of this MOU.
- 7.1 Any withholding of Funds, termination of the MOU, or imposition of any financial penalty against Grantee under the Guidelines is subject to a two-thirds affirmative vote of the LACMTA governing board.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed as of the dates below with all the formalities required by law.

CITY OF GARDENA

LOS ANGELES COUNTY
METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____
Tasha Cerda
Mayor

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

Date: _____

~~APPROVED AS TO FORM:~~

APPROVED AS TO FORM:

By: _____
Carmen Vasquez
City Attorney

MARY C. WICKHAM
County Counsel

Date: _____

By: _____
Deputy

ATTEST:

Date: 10/16/2020

By: _____
Mina Semenza
City Clerk

Date: _____

FY21 PROPOSITION A 40% DISCRETIONARY FUNDS

City of Arcadia	\$238,270
City of Claremont	\$87,154
City of Commerce	\$291,336
City of Culver City	\$3,643,789
Foothill Transit	\$16,936,688
City of Gardena	\$3,683,129
City of La Mirada	\$70,754
Long Beach Transit	\$16,063,272
City of Montebello	\$5,639,033
City of Norwalk	\$2,157,062
City of Redondo Beach	\$515,622
City of Santa Monica	\$13,664,880
City of Torrance	\$4,329,522
Antelope Valley Transit	\$5,621,487
City of Los Angeles	\$20,742,720
City of Santa Clarita	\$4,717,718
Foothill BSCP	\$4,477,996



CITY OF GARDENA
PLANNING & ENVIRONMENTAL QUALITY COMMISSION
CITY COUNCIL CHAMBER ■ 1700 WEST 162nd STREET
Telephone: (310) 217-9524 ■ E-mail address: CDDPlanningandZoning@cityofgardena.org

REPORT OF ACTIONS
October 20, 2020

5. Environmental Assessment #5-20, Site Plan Review #3-20, Zone Change #2-20, General Plan Amendment #2-20, Tentative Tract Map #2-20 (Evergreen Residential Project)

The Planning Commission considered a request for site plan review and tentative tract map to allow the development of 84 three-story attached condominium townhomes, including two low-income units; a Zone Change to change the zoning from C-3 (General Commercial) to R-4 (High Density Multiple-Family Residential); and a General Plan Amendment to change the land use designation from General Commercial to High Density Residential. A Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) were prepared to address the environmental impacts. The Commission considered the MND and MMRP at the same time as it considers all other requests.

Project Location: 13615, 13619, and 13633 Vermont Avenue

Applicant: Melia Homes Inc.

Commission Action: Commission approved Resolution No. PC 10-20, adopting the Mitigated Negative Declaration and Mitigation Monitoring Program for purposes of the Tentative Tract Map and Site Plan Review and recommending that the City Council adopt the same for the General Plan Amendment and Zone Change; recommending that the City Council adopt the General Plan Amendment and Zone Change; and approving the Tentative Tract Map and Site Plan subject to the Legislative approvals.

Ayes: Henderson, Pierce, Langley, Sherman, Jackson

Noes:

Absent:

City Clerk Action: Receive and File

City Council Action: Call for Council Review or Set Public Hearing Date

6. Environmental Assessment #15-19, Site Plan Review #5-19, Zone Change #1-19, General Plan Amendment #1-19, Tentative Tract Map #3-19, Variance #2-19 (141st and Normandie Townhomes)

The Planning Commission considered a request for site plan review, tentative tract map, and variance to allow the development of 50 three-story attached condominium townhomes; a Zone Change to change the zoning from R-1/R-3 (Single-Family and Medium Multi-Family Residential Zone) to R-4 (High Density Multiple-Family Residential); a General Plan Amendment to change the land use designation from Low/Medium Residential to High Density Residential. A Mitigated Negative Declaration (MND) and

Mitigation Monitoring and Reporting Program (MMRP) were prepared to address the environmental impacts. The Commission considered the MND and MMRP at the same time as it considers all other requests.

Project Location: 1335, 1337, 1341 and 1343 West 141st Street

Applicant: The Olson Company

Commission Action: Commission approved Resolution No. PC 9-20, adopting the Mitigated Negative Declaration and Mitigation Monitoring Program for purposes of the Tentative Tract Map, Site Plan Review and Variance, and recommending that the City Council adopt the same for the General Plan Amendment and Zone Change; recommending that the City Council adopt the General Plan Amendment and Zone Change; and approving the Tentative Tract Map, Site Plan, and Variance subject to the Legislative approvals.

Ayes: *Pierce, Henderson, Langley, Sherman, Jackson*

Noes:

Absent:

City Clerk Action: Receive and File

City Council Action: Call for Council Review, Appeal Decision, or Receive and File

7. Ordinance No. 1821

An ordinance adding Chapter 18.57 to the Gardena Municipal Code allowing low barrier navigation centers in the Mixed-Use Overlay and Commercial Residential zones as a permitted use as required by State law. A low barrier navigation center assists homeless individuals by removing barriers to finding temporary housing. The Ordinance is exempt from CEQA.

Project Location: Citywide

Applicant: City

Commission Action: Commission approved Resolution No. PC 11-20 recommending that the City Council approve Ordinance No. 1821.

Ayes: *Henderson, Pierce, Langley, Sherman*

Noes: *Jackson*

Absent:

City Clerk Action: Receive and File

City Council Action: Call for Council Review or Set Public Hearing Date

**ALL CASE MATERIALS ARE AVAILABLE FOR REVIEW IN THE
OFFICE OF THE COMMUNITY DEVELOPMENT DEPARTMENT**



City of Gardena City Council Meeting

Agenda Item No.: 8. C. (1)
Department: Elected & Administrative Offices
Meeting Date: October 27, 2020
Reso No.: 6485

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESO NO. 6485, APPROVING THE FORM AND AUTHORIZING DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE, ALL IN CONNECTION WITH THE OFFERING AND SALE OF TAXABLE PENSION OBLIGATION BONDS, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

COUNCIL ACTION REQUIRED:

- a.) Approve Resolution No. 6485, The Resolution of the City Council of the City of Gardena approving the form and authorizing distribution of a preliminary official statement and approving the form and authorizing the execution of a bond purchase agreement and a continuing disclosure certificate, all in connection with the offering and sale of taxable pension obligation bonds, and authorizing and directing certain actions with respect thereto, and;
- b.) Approve a formal policy relating to managing of future pension liabilities (UAL Policy).

Action Taken

STAFF SUMMARY AND RECOMMENDATION:

Due to the negative impacts of COVID 19 to the City's budget; the fiscal year 2020-21 adopted budget forecasts a structural deficit of \$1.8 million. Even with future expenditure reductions, economic recovery remains highly uncertain. Budget challenges are further exacerbated with rising pension costs, as the unfunded accrued liability ("UAL") has increased through various circumstances primarily outside of the City's control. Staff has identified the issuance of Pension Obligation Bonds ("POBs") to help provide budgetary relief and control as debt service on the bonds will be level each year. The City estimates a total budgetary savings of \$50 million over the lifetime of the bond financing.

On July 28, 2020, the City Council authorized the issuance of POBs in a not-to-exceed amount of \$101.49 million, approved documents in connection with issuing the POBs (Trust Agreement), authorized the commencement of judicial validation proceedings related to such issuance, and authorized the engagement of Quint & Thimmig LLP for judicial validation proceedings, bond counsel, and disclosure counsel services; KNN Public Finance to act as municipal advisor; and US Bank National Association to act as trustee.

Shortly after City Council approved the resolution on July 28, 2020, the City filed a validation action with the Los Angeles County Superior Court. The action was not challenged, and a default judgment was entered on October 1, 2020. As a reminder, in California, POBs have generally been designed to be valid without voter approval, pursuant to a judicially created exception to the State Constitutional debt limitation. Unless challenged, the proceedings are largely an administrative matter.

Concurrent to the judicial validation process, staff and the financing team have been preparing the documents subject to approval this evening and have solicited a credit rating from Standard & Poor's, who will ultimately assign a credit rating to the POBs. Assuming the City Council approves the attached resolution and Preliminary Official Statement, the POBs are expected to be priced and sold to investors in early November 2020.

Staff therefore respectfully recommends that Council approve Resolution No. 6485 and the formal UAL policy.

FINANCIAL IMPACT:

Fees contingent upon successful sale of bonds

Estimated \$50 million total budgetary savings based on an estimated bond rate of 3.3% over the lifetime of the bond financing

ATTACHMENTS:

Resolution No. 6485

Exhibit B - Bond Purchase Agreement

PowerPoint Presentation

Staff Report

Exhibit C - Continuing Disclosure Certificate

Exhibit A - Preliminary Operating Statement

Exhibit D - UAL Policy

Submitted by , Ray Beeman, CPA, Chief Fiscal Officer

Date: 10/27/20

Concurred by , Clint D. Osorio, MPA, City Manager

Date: 10/27/20

RESOLUTION NO. 6485

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE FORM AND AUTHORIZING DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE, ALL IN CONNECTION WITH THE OFFERING AND SALE OF TAXABLE PENSION OBLIGATION BONDS, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

RESOLVED, by the City Council (the "Council") of the City of Gardena (the "City"), Los Angeles County, State of California, as follows:

WHEREAS, the City has previously elected to become a contracting member of the California Public Employees' Retirement System ("CalPERS");

WHEREAS, the Public Employees' Retirement Law (commencing with section 20000 of the California Government Code) and the contract (the "CalPERS Contract") between the Board of Administration of CalPERS and the City Council of the City (the "City Council") obligate the City to (i) make contributions to CalPERS to fund pension benefits for certain City employees, (ii) amortize the unfunded accrued actuarial liability with respect to such pension benefits, and (iii) appropriate funds for the foregoing purposes;

WHEREAS, the City desires to authorize the issuance of its City of Gardena Taxable Pension Obligation Bonds, Series 2020 (the "Bonds"), in a principal amount not to exceed \$101.49 million, pursuant to the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with section 53570 of said Code, for the purpose of refunding all or a portion of the City's obligation to PERS, as evidenced by the PERS Contract, to pay the unfunded accrued actuarial liability of the City with respect to pension benefits under the Public Employees' Retirement Law, and paying the costs of issuance of the Bonds;

WHEREAS, on July 28, 2020, the City adopted its Resolution No. 6474 authorizing issuance of the Bonds and approving the form and authorizing execution of the various documents prepared in connection therewith; and

WHEREAS, a preliminary official statement to be used in connection with the offering and sale of the Bonds has been prepared and it is appropriate at this time for the Council to approve the form thereof and its distribution to prospective purchasers of the Bonds;

NOW, THEREFORE, it is hereby ORDERED and DETERMINED, as follows:

SECTION 1. Approval of the Preliminary Official Statement. The Council hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 except for permitted omissions, a preliminary official statement describing the Bonds in the form on file with the City Clerk (the "Preliminary Official Statement"). Distribution of the Preliminary Official Statement by B of A Securities, Inc., Stifel, Nicolaus & Company, Inc. and Siebert Williams Shank & Co., LLC (the "Underwriters") to prospective purchasers

of the Bonds is hereby approved. The Mayor, the City Manager and the Chief Fiscal Officer, or any designee thereof (each, an "Authorized Officer"), each acting alone, are hereby authorized to execute the final form of an official statement, including as it may be modified by such additions thereto and changes therein as an Authorized Officer shall deem necessary, desirable or appropriate (the "Final Official Statement"), and the execution of the Final Official Statement by an Authorized Officer shall be conclusive evidence of the approval of any such additions and changes. The Council hereby authorizes the distribution of the Final Official Statement by the Underwriter. The Final Official Statement shall be executed in the name and on behalf of the City by an Authorized Officer.

SECTION 2. Approval of Bond Purchase Agreement. The Council hereby authorizes the sale of the Bonds to the Underwriter so long as the true interest rate on the Bonds does not exceed 5.056% per annum and Underwriter's discount, excluding original issue discount which does not constitute compensation to the Underwriter, does not exceed 0.40%. A bond purchase agreement, by and between the City and the Underwriter (the "Bond Purchase Agreement"), in the form on file with the City Clerk, is hereby approved and the Authorized Officers, each acting alone, are hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Bond Purchase Agreement in such form together with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, subject to the advice of Bond Counsel and the City Attorney, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. Under no circumstances shall the elected Mayor be authorized to make any such changes on his or her own. The Council hereby authorizes the delivery and performance of the Bond Purchase Agreement.

SECTION 3. Approval of Continuing Disclosure Certificate. The continuing disclosure certificate, in the form on file with the City Clerk (the "Continuing Disclosure Certificate"), is hereby approved and any Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Continuing Disclosure Certificate in such form together with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by the execution and delivery of the Continuing Disclosure Certificate. The Council hereby authorizes the delivery and performance of the Continuing Disclosure Certificate.

SECTION 4. Official Actions. The Mayor, the City Manager, the Chief Fiscal Officer, the City Clerk, and all other officers of the City are each authorized and directed in the name and on behalf of the City to make any and all assignments, certificates, agreements, notices, consents, instruments of conveyance and other documents, which they or any of them might deem necessary or appropriate in order to consummate the issuance of the Bonds, and any of the other transactions approved or contemplated by this Resolution and Resolution No. 6474. Whenever in this Resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

SECTION 5. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

SECTION 6. Certification. The City Clerk shall certify to the passage and adoption hereof.

Passed, approved, and adopted this 27th day of October 2020

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item No.: 8. C. (1)
Department: Elected & Administrative
Meeting Date: 10/27/2020
Reso. No.: 6485

AGENDA TITLE: RESO NO. 6485, ADOPTION OF THE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA APPROVING THE FORM AND AUTHORIZING DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE, ALL IN CONNECTION WITH THE OFFERING AND SALE OF TAXABLE PENSION OBLIGATION BONDS, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

RECOMMENDATION:

Staff respectfully recommends that the City Council authorize the following:

- a.) Approve Resolution No. 6485, The Resolution of the City Council of the City of Gardena approving the form and authorizing distribution of a preliminary official statement and approving the form and authorizing the execution of a bond purchase agreement and a continuing disclosure certificate, all in connection with the offering and sale of taxable pension obligation bonds, and authorizing and directing certain actions with respect thereto, and;
- b.) Approve a formal policy relating to managing of future pension liabilities (UAL Policy).

BACKGROUND:

The COVID-19 pandemic has negatively impacted the City's budget; the fiscal year 2020-21 adopted budget forecasts a structural deficit of \$1.8 million. Even with future expenditure reductions, the economic recovery remains highly uncertain. Budget challenges are further exacerbated with rising pension costs, as the unfunded accrued liability ("UAL") has increased through various circumstances primarily outside of the City's control. Staff has identified the issuance of Pension Obligation Bonds ("POBs") to help provide budgetary relief and control as debt service on the bonds will be level each year. The City can then better plan its pension expense for budgeting purposes. Below is a summary of actions recently taken by City Council related to the issuance the POBs:

On July 14, 2020, a Study Session was presented to City Council, which discussed options for addressing the City's growing UAL payments as well as strategies to ensure future structurally balanced budgets.

On July 20, 2020, the same study session was presented to the Finance Committee. Both City Council and the Finance Committee unanimously provided staff with direction to begin the process to refinance the City's current UAL through the issuance of POBs.

On July 28, 2020, the City Council authorized the issuance of POBs in a not-to-exceed amount of \$101.49 million, approved documents in connection with issuing the POBs (Trust Agreement), authorized the commencement of judicial validation proceedings related to such issuance, and authorized the engagement of Quint & Thimmig LLP for

judicial validation proceedings, bond counsel, and disclosure counsel services; KNN Public Finance to act as municipal advisor; and US Bank National Association to act as trustee.

Shortly after City Council approved the resolution on July 28, 2020, the City filed a validation action with the Los Angeles County Superior Court. The action was not challenged, and a default judgment was entered on October 1, 2020. As a reminder, in California, POBs have generally been designed to be valid without voter approval, pursuant to a judicially created exception to the State Constitutional debt limitation. Unless challenged, the proceedings are largely an administrative matter.

Concurrent to the judicial validation process, staff and the financing team have been preparing the documents subject to approval this evening and have solicited a credit rating from Standard & Poor's, who will ultimately assign a credit rating to the POBs. Assuming the City Council approves the attached resolution and Preliminary Official Statement, the POBs are expected to be priced and sold to investors in early November 2020.

ANALYSIS:

Bond Sizing

City Council approved the not-to-exceed POB borrowing amount of \$101.49 million on July 28, 2020. This amount was based on funding 100% of the \$100.5 million UAL at the time. The current projected UAL has increased to \$109.9 million for all three of the City's CalPERS plans – a PEPR Police plan, a Public Safety plan and a Miscellaneous Employee's plan, based on the most recent CalPERS valuation reports as of June 30, 2019. The most cost-effective funding will be to prepay the Safety and Miscellaneous plans and not prepay the PEPR Police plan. The issuance of POBs at the not-to-exceed amount of \$101.49 million will allow the City to prepay up to 87% of the combined projected Safety and Miscellaneous UALs and the remaining Unfunded Liability Contribution for the current fiscal year 2020-21.

Staff and KNN Public Finance, as municipal advisor, have analyzed numerous financing scenarios, including 85%, 90%, and max funding options, in conjunction with different repayment terms and budgetary saving structures.

With the first-year goal of maximizing budgetary relief, the POBs have been structured to achieve an estimated \$3.5 million in total savings for Fiscal Year 2020-2021. In future years, the debt service payments generate an estimated total savings of at least \$1 Million per year through fiscal year 2038-39. This repayment term aligns with the current Safety UAL amortization and shortens the Miscellaneous UAL from 2048 to 2039. By accelerating the repayment for Miscellaneous, annual debt service payments are relatively higher but the overall pension costs savings are greater by repaying the POB sooner.

The City will also utilize a "Fresh Start" to re-amortize the remaining, unrefunded Safety and Misc. UALs for the 18-year level debt payment plan, to provide an additional estimated savings of \$8.2 million.

With the lower interest rates paid on the bonds as compared to the current 7% interest rate charged by CalPERS, and an estimated 18.5-year bond repayment schedule (presuming call provisions are not exercised), the City could potentially achieve total budgetary savings of \$50 million (based on an estimated interest rate of 3.3%) over the life of the bond financing.

Legal Documents

The legal documents subject to approval this evening are as follows:

- **Preliminary Official Statement** (Exhibit A): The Preliminary Official Statement ("POS") is the offering document with respect to the POBs and contains all material to a prospective investors decision on whether to purchase the POBs. While the financing team has participated in preparing the POS, City Council and staff are ultimately responsible for ensuring the POS is accurate, contains no misleading information and does not omit any information necessary to make the POS not misleading to investors.
- **Bond Purchase Agreement** (Exhibit B): The Bond Purchase Agreement ("BPA") is the contract between the City and the Underwriter for the sale and purchase of the POBs. The BPA contains various information and terms of the POBs and party representations. The BPA is formally executed on the day of selling the POBs.
- **Continuing Disclosure Certificate** (Exhibit C): Executed for the benefit of bondholders, the Continuing Disclosure Certificate obligates the City to file the most recent audited financial statements and adopted general fund budget. The City is also required to report certain events which are significant to bondholders if and when they occur.

After Council approves the attached resolution, the POS will be made available to prospective investors and the POBs will be sold to investors early November 2020.

UAL Policy

A formal UAL Policy has been prepared to provide guidelines for managing future pension liabilities. The UAL policy presented this evening contemplates a target UAL funding level of 80%-100%, a timeframe to pay off any new UALs, a funding plan, and directs a percentage of pension savings to offset future UAL costs. Staff recommends City Council approve this UAL Policy as best practice.

FINANCIAL:

The issuance of POBs for the refinancing of certain pension obligations of the City will reduce the annual costs related to the UAL the City currently is obligated to pay CalPERS. The current projected UAL has increased to \$109.9 million based on the most recent CalPERS valuation reports as of June 30, 2019.

Currently, annual UAL payments to CalPERS will range from approximately \$7.9 million for fiscal year 2020-21, up to approximately \$11.7 million at the peak in fiscal year 2032-33. It is highly likely that these forecasted increases will impact the ability of the City Council to adopt and maintain structurally balanced budgets. It is also likely to impact the high level of services currently provided to Gardena's residents and businesses.

The issuance of POBs will allow the City to prepay up to 87% of the combined projected Safety and Miscellaneous UALs and the remaining Unfunded Liability Contribution for the current fiscal year 2020-21. With the lower interest rates paid on the bonds as compared to the

current 7% interest rate charged by CalPERS, and an estimated 18.5-year bond repayment schedule (presuming call provisions are not exercised), the City could potentially achieve total budgetary savings of \$50 million (based on an estimated interest rate of 3.3%) over the life of the bond financing. Of note, estimated cost savings are subject to market conditions at the time of our actual bond sale and are based on the CalPERS discount rate remaining at 7%.

By issuing POBs, the City will be contractually obligated to make annual debt service payments to the bondholders. Annual debt service payments will be level at approximately \$7.8 million over the life of the bonds; level annual debt service will achieve immediate budgetary savings and be predictable relative to the expected increases in the annual UAL payments.

The City will also utilize a "Fresh Start" to re-amortize the remaining, unrefunded Safety and Misc. UALs for the 18-year level debt payment plan, to provide an additional estimated savings of \$8.2 million.

The structured payments of the POBs the remaining UAL "fresh start" amortization will be key to creating future structurally balance budgets allowing staff to continue to provide the highest services levels to residents and businesses.

Costs associated with all the actions surrounding the issuance of POBs will be paid from bond proceeds. Not-to-exceed fees for the financing team have been previously approved by the City Council. All costs, except those of Standard & Poor's (estimated to be \$70,000) as the credit rating agency will be contingent upon the successful sale of the bonds.


While the City expects to refinance 87% of the City's UAL, it is important to note this action addresses past UALs and does not eliminate future liabilities. UALs may result from changes in market conditions or changes in CalPERS assumptions.

CONCLUSION:

Staff therefore respectfully recommends the approval of Resolution No. 6485, the Resolution of the City Council of the City of Gardena approving the form and authorizing distribution of a preliminary official statement and approving the form and authorizing the execution of a bond purchase agreement and a continuing disclosure certificate, all in connection with the offering and sale of taxable pension obligation bonds, and authorizing and directing certain actions with respect thereto, and to;

Approve the formal written UAL Policy.

Submitted by:


Ray Beeman, CPA
Chief Fiscal Officer

Date: 10/21/2020

Concurred by:


Clint D. Osorio, MPA
City Manager

Date: 10/22/20

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER 2, 2020

NEW ISSUE—BOOK-ENTRY ONLY

RATING:

S&P: "___"

See "RATING" herein.

In the opinion of Quint & Thimmig LLP, Bond Counsel, interest on the Bonds is exempt from California personal income taxes. See "TAX MATTERS" herein. Interest on the Bonds is not excludable from gross income of the owners thereof for federal income tax purposes.



\$ _____ *

CITY OF GARDENA
(Los Angeles County, California)
Taxable Pension Obligation Bonds,
Series 2020

Dated: Date of Delivery**Due: April 1, as shown on the inside cover**

The \$ _____ * City of Gardena Taxable Pension Obligation Bonds, Series 2020 (the "Bonds"), are being issued by the City of Gardena (the "City") pursuant to Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, a trust agreement, dated as of November 1, 2020 (the "Trust Agreement"), by and between the City and U.S. Bank National Association, as trustee (the "Trustee"), and resolutions of the City Council of the City adopted on July 28, 2020, and October 27, 2020.

Interest on the Bonds is payable semiannually on each April 1 and October 1, commencing April 1, 2021. Principal is payable on the dates set forth on the inside cover. The Bonds are being issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases of interests in the Bonds will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof. Purchasers of such interests will not receive securities representing their interests in the Bonds. Payments of principal of and interest on the Bonds are payable by the Trustee directly to DTC, which is obligated in turn to remit such principal and interest to DTC Participants for subsequent disbursement to the Beneficial Owners of the Bonds, as described herein.

The Bonds are subject to redemption prior to maturity as described herein.

The Bonds are being issued to (a) finance a portion of the City's unfunded accrued actuarial liability to the California Public Employees' Retirement System for the benefit of the City's employees, and (b) pay the costs of issuance of the Bonds, all as more fully described herein. See "FINANCING PLAN" herein

For the purpose of paying the principal of and interest on the Bonds, the City Council of the City is obligated, under the Trust Agreement, to take such actions annually as are necessary or appropriate to cause the debt service on the Bonds due in any fiscal year to be included in the budget for such fiscal year and to make the necessary annual appropriations therefor from any legally available funds, including the City's General Fund, to ensure that sufficient sums are available to pay the annual principal of and interest on the Bonds as the same shall become due. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" herein.

A reserve fund will not be funded for the Bonds.

THE BONDS CONSTITUTE THE ABSOLUTE AND UNCONDITIONAL OBLIGATIONS OF THE CITY, PAYABLE FROM ALL LEGALLY AVAILABLE FUNDS OF THE CITY; HOWEVER, NO OTHER SPECIFIC SOURCE OF REVENUES OR OTHER FUNDS OF THE CITY ARE PLEDGED, NOR IS THE CITY OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION TO MAKE PAYMENTS OF PRINCIPAL OF AND INTEREST ON THE BONDS. THE BONDS ARE NOT SUBJECT TO ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION. THE CITY HAS COVENANTED IN THE TRUST AGREEMENT TO PUNCTUALLY PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS IN STRICT CONFORMITY WITH THE TERMS OF THE TRUST AGREEMENT AND OF THE BONDS, AND TO FAITHFULLY OBSERVE AND PERFORM ALL THE AGREEMENTS AND COVENANTS TO BE OBSERVED OR PERFORMED BY THE CITY CONTAINED IN THE TRUST AGREEMENT AND IN THE BONDS.

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Bonds will be offered when, as and if issued, and received by the purchaser thereof, subject to the approval as to their legality by Quint & Thimmig LLP, Larkspur, California, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by Quint & Thimmig LLP, Larkspur, California, Disclosure Counsel, and by Jones & Mayer, Fullerton, California, the City Attorney. Certain legal matters will be passed on for the Underwriters by their counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California. It is anticipated that the Bonds will be available for delivery through the book-entry facilities of DTC on or about November 24, 2020.

BofA Securities**Stifel, Nicolaus & Company, Incorporated****Siebert Williams Shank & Co., LLC**

Dated: November __, 2020

*Preliminary, subject to change:

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

\$ _____ *

CITY OF GARDENA
 (Los Angeles County, California)
Taxable Pension Obligation Bonds,
Series 2020

MATURITY SCHEDULE

<u>Maturity (April 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP† Suffix</u>
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\$ _____ % Term Bonds Maturing April 1, _____; Price: _____, to Yield _____ %—CUSIP†: _____

\$ _____ % Term Bonds Maturing April 1, _____; Price: _____, to Yield _____ %—CUSIP†: _____

*Preliminary, subject to change.

† Copyright 2020, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, operated by Standard & Poor's. This data is not intended to create a database and does not serve in any way as a substitute for CUSIP Global Services. CUSIP numbers have been assigned by an independent company not affiliated with the City and are included solely for the convenience of the registered owners of the Bonds. None of the City or the Underwriters is responsible for the selection or uses of these CUSIP numbers and no representation is made as to their correctness on the Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the delivery of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission, as amended ("Rule 15c2-12"), this Preliminary Official Statement constitutes an "official statement" of the City with respect to the Bonds that has been deemed "final" by the City as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any bond or note owner and the City or the Underwriters indicated in this Official Statement.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the City or the Underwriters to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriters.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Information in Official Statement. Certain of the information set forth in this Official Statement has been furnished by sources which are believed to be reliable.

Involvement of Underwriters. The Underwriters have provided the following statement for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

Document Summaries. All summaries of the documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

No Securities Laws Registration. The Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Bonds have not been registered or qualified under the securities laws of any state.

Forward Looking Statements. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "project," "forecast," "expect," "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

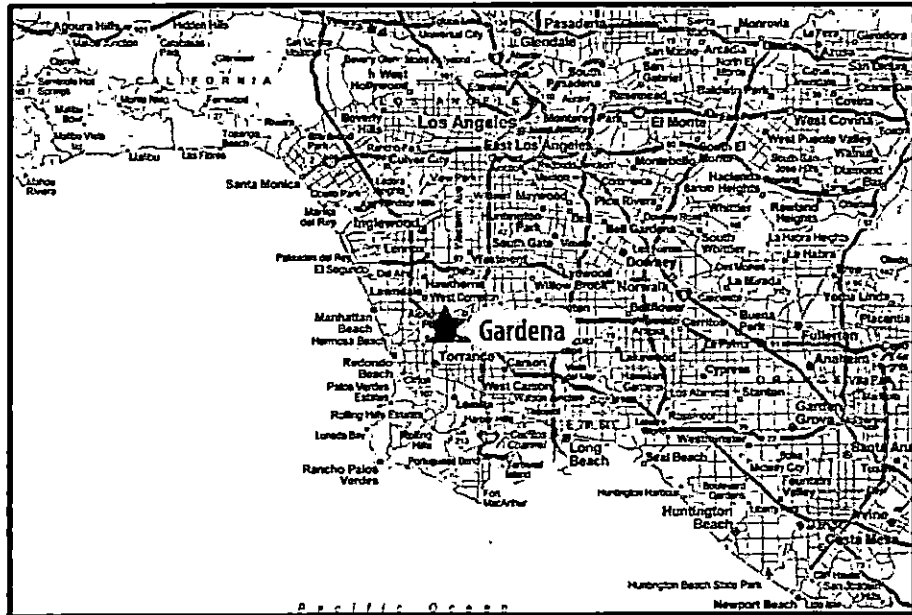
Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the City, the County, the other parties described in this Official Statement, or the condition of the property within the City since the date of this Official Statement.

Website. The City maintains a website. Unless specifically indicated otherwise, the information presented on such website is not incorporated by reference as part of this Official Statement and should not be relied upon in making investment decisions with respect to the Bonds.

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GARDENA • CALIFORNIA



CITY OF GARDENA

1700 West 162nd St.
Gardena, CA 90247
(310) 217-9500
www.cityofgardena.org

CITY COUNCIL MEMBERS

Tasha Cerda, *Mayor*
Mark E. Henderson, Ed.D., *Mayor Pro Tem*
Paulette C. Francis, *Councilmember*
Art Kaskanian, *Councilmember*
Rodney G. Tanaka, *Councilmember*

CITY OFFICIALS

Clint Osorio, *City Manager*
Ray Beeman, CPA, *Chief Fiscal Officer*
J. Ingrid Tsukiyama, *City Treasurer*
Mina Semenza, *City Clerk*
Jones & Mayer, City Attorney

PROFESSIONAL SERVICES

Bond and Disclosure Counsel
Quint & Thimmig LLP
Larkspur, California

Municipal Advisor
KNN Public Finance, LLC
Los Angeles, California

Trustee/Escrow Bank
U.S. Bank National Association
Los Angeles, California

\$ _____ *

CITY OF GARDENA
(Los Angeles County, California)
Taxable Pension Obligation Bonds, Series 2020

INTRODUCTION

General

This Official Statement, including the cover page, the inside cover page and the appendices hereto, is provided to furnish information in connection with the offering by the City of Gardena (the "City") of its \$ _____ * aggregate principal amount of City of Gardena Taxable Pension Obligation Bonds, Series 2020 (the "Bonds").

Definitions of certain capitalized terms used in this Official Statement are set forth in APPENDIX A—SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT. This Official Statement contains brief descriptions of the Bonds and the City. Such descriptions do not purport to be comprehensive or definitive. All references in this Official Statement to specific documents are qualified in their entirety by reference to such documents and references to the Bonds are qualified in their entirety by reference to the form of the Bonds included in the Trust Agreement (hereinafter defined). Copies of the Trust Agreement and other documents described in this Official Statement may be obtained from the City as described under the subheading "Other Information" below.

The City

The City was incorporated as a general law city on September 11, 1930. The City is located approximately 15 miles south of the Los Angeles and 6 miles southeast of Los Angeles International Airport in the South Bay (southwestern) region of Los Angeles County (the "County"). The City encompasses an area of approximately 5.9 square miles and has a current population of approximately 60,937 residents. Gardena is bordered by Athens on the north, the Los Angeles neighborhood of Harbor Gateway on the east and south, Torrance on the southwest, Alondra Park on the west, and Hawthorne on the northwest. The City is served by three major freeways and is the home of a mix of aerospace, high tech and various other industries.

Policy-making and legislative authority are vested in the City Council of the City (the "City Council") consisting of a Mayor and four other elected City Council members. The City Council appoints the City Manager and the City Attorney. The City Manager is responsible for directing, coordinating and carrying out City Council policies. See "THE CITY," "CITY FINANCIAL INFORMATION," APPENDIX B—GENERAL, ECONOMIC AND DEMOGRAPHIC INFORMATION RELATING TO THE CITY AND THE COUNTY and APPENDIX C—COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR THE YEAR ENDED JUNE 30, 2019.

* Preliminary, subject to change.

Purpose

The Bonds are being issued to (a) finance a portion of the City's unfunded accrued actuarial liability (the "UAL") to the California Public Employees' Retirement System ("CalPERS") for the benefit of the City's employees, and (b) pay the costs of issuance of the Bonds.

Authority for Issuance

The Bonds are issued by the City pursuant to Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, a trust agreement, dated as of November 1, 2020 (the "Trust Agreement"), by and between the City and U.S. Bank National Association, as trustee (the "Trustee"), and resolutions of the City Council adopted on July 28, 2020, and October 27, 2020.

Source of Payment

For the purpose of paying the principal of and interest on the Bonds, the City Council has covenanted under the Trust Agreement, to take such actions annually as are necessary or appropriate to cause the debt service on the Bonds due in any fiscal year to be included in the budget for such fiscal year and to make the necessary appropriations therefor from any legally available funds, including the General Fund, to ensure that sufficient sums are available to pay the annual principal of and interest on the Bonds as the same become due. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" herein.

COVID-19 Pandemic

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, has been characterized as a Pandemic (the "COVID-19 Pandemic") by the World Health Organization and is currently affecting many parts of the world, including the City, California, and the United States. The COVID-19 Pandemic is ongoing, and has effected and will continue to effect the City and its finances. The duration and severity of the COVID-19 Pandemic and the ramifications of the economic and other actions that may be taken by governmental authorities to contain the COVID-19 Pandemic or to treat its impacts is uncertain. For additional discussion of the COVID-19 Pandemic, see "RISK FACTORS—COVID-19 Pandemic" herein.

The City currently projects that the COVID-19 Pandemic will continue to negatively impact its General Fund discretionary revenues in fiscal years 2020-21 and 2021-22. The City estimates that impacts from the COVID-19 Pandemic will affect most of its General Fund revenue sources, with the largest General Fund revenue reductions occurring in the City's card club revenue collections and sales and use tax collections. For a discussion of the City's General Fund revenue sources, including card club revenues and sales and use taxes, see "CITY FINANCIAL INFORMATION" herein.

The City has adopted budget mitigation measures alongside its fiscal year 2020-21 budget with a goal of cutting expenditures to offset COVID-19 Pandemic related impacts. The City currently projects an operating deficit of \$1.8 million in its fiscal year 2020-21 budget and a \$0.3 million operating deficit in fiscal year 2021-22. In addition to budget mitigation measures adopted with the City's fiscal year 2020-21 budget, the City plans to draw upon its reserves to close the remaining budget shortfalls. For a discussion of the City's fiscal year 2020-21 budget and the City's budget mitigation measures, See "CITY FINANCIAL INFORMATION - General Fund Budget."

Regardless of the financial challenges caused by the COVID-19 Pandemic, the obligations of the City under the Bonds, including the obligation to make all payments of the principal of and interest on the Bonds when due, are obligations of the City imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. See "SECURITY FOR THE BONDS" herein.

Continuing Disclosure

The City has covenanted for the benefit of the holders and Beneficial Owners of the Bonds to make available certain financial information and operating data relating to the City and to provide notices of the occurrence of certain enumerated events in compliance with S.E.C. Rule 15c2-12(b)(5) (the "Rule"). These covenants have been made to assist the Underwriters in complying with the Rule. The specific nature of the information to be made available and of the notices of enumerated events is summarized below under the caption "CONTINUING DISCLOSURE." Also, see APPENDIX E—FORM OF CONTINUING DISCLOSURE CERTIFICATE.

Tax Matters

In the opinion of Quint & Thimmig LLP, Bond Counsel, interest on the Bonds is exempt from California personal income taxes. See "TAX MATTERS" herein. Interest on the Bonds is not excludable from gross income of the owners thereof for federal income tax purposes.

Risk Factors

Prospective investors must review this Official Statement and the Appendices hereto in their entirety and should consider certain risk factors associated with the purchase of the Bonds, some of which have been summarized in the section herein entitled "RISK FACTORS" herein.

Other Information

This Official Statement speaks only as of its date and the information contained herein is subject to change. Copies of documents referred to herein and information concerning the Bonds are available for inspection at the office of the City Clerk, City of Gardena, 1700 West 162nd Street, Gardena, CA 90247 (310) 217-9500. The City may impose a charge for copying, mailing and handling.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The summaries and references to documents, statutes and constitutional provisions referred to herein do not purport to be comprehensive or definitive, and are qualified in their entireties by reference to each of such documents, statutes and constitutional provisions.

The information set forth herein has been obtained from sources which are believed to be reliable. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

FINANCING PLAN

The City is a member of CalPERS and, as such, is obligated by the Public Employees' Retirement Law, constituting Part 3 of Division 5 of Title 2 of the California Government Code (the "Retirement Law"), and the contract between the Board of Administration of CalPERS and the City Council, dated July 1, 1948, as amended (the "CalPERS Contract"), to make contributions to CalPERS to (a) fund pension benefits for City employees who are members of CalPERS, (b) amortize the UAL with respect to such pension benefits, and (c) appropriate funds for the purposes described in (a) and (b).

Pursuant to the Retirement Law, the City Council is required to make the appropriations to pay the amounts required to be paid by the City pursuant to the Retirement Law, including the UAL that is evidenced by the Bonds. See "SECURITY FOR THE BONDS."

On August 4, 2020, the City, acting pursuant to the provisions of sections 860 *et seq.* of the California Code of Civil Procedure and sections 53511 and 53589.5 of the California Government Code, filed a complaint in the Superior Court of the State of California for the County of Los Angeles seeking judicial validation of the proceedings and transactions relating to the issuance of the Bonds and certain other matters. On _____, 2020, the court entered a default judgment (the "Validation Judgment") to the effect, among other things, that the Bonds are valid obligations of the City and in conformity with all applicable provisions of law. See the section entitled "VALIDATION" for additional information regarding the legal effects of the Validation Judgment.

In _____, CalPERS calculated the amount of the UAL as of _____, 2020, for the City's Miscellaneous Plan at \$ _____ and Safety Plans \$ _____.

The Bonds are being issued under the Trust Agreement to fund ____% of CalPERS' estimate of the City's UAL for the Miscellaneous Plans and the Safety Plans at June 30, 2020. The total amount, \$ _____ (Miscellaneous Plan at \$ _____ and Safety Plans at \$ _____), is the amount to be paid from Bond proceeds.

SOURCES AND USES OF FUNDS

The following are the expected sources and uses of funds in connection with the Bonds:

SOURCES

Principal Amount of Bonds

Total Sources of Funds

USES

Transfer to CalPERS (Miscellaneous Fund)

Transfer to CalPERS (Safety Fund)

Costs of Issuance (1)

Total Uses of Funds

- (1) Includes the Underwriters' discount, fees for services of bond counsel, disclosure counsel, the rating agency, the municipal advisor, the Trustee and other costs.

THE BONDS

Authority for Issuance

The Bonds are issued under provisions of the California Government Code. The specific terms and conditions for issuance of the Bonds are contained in the Trust Agreement.

For the purpose of paying the principal of and interest on the Bonds, the City Council is obligated, under the Trust Agreement, to take such actions annually as are necessary or appropriate to cause the debt service on the Bonds due in any fiscal year to be included in the budget for such fiscal year and to make the necessary annual appropriations therefor from any legally available funds, including the General Fund, to ensure that sufficient sums are available to pay the annual principal of and interest on the Bonds as the same become due. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" herein.

Description of the Bonds

The Bonds will be issued in denominations of \$5,000 each or any integral multiple thereof, will be dated the date of their delivery to the initial purchasers thereof, and will be fully registered bonds, without coupons, with interest payable semiannually on each April 1 and October 1, commencing April 1, 2021 (each, an "Interest Payment Date"), to the registered owners whose names appear on the bond registration books of the Trustee as of the close of business on the fifteenth calendar day of the month immediately preceding an Interest Payment Date. Principal will be payable on the dates and in the amounts set forth on the front cover hereof. Payments of principal of and interest on the Bonds will be made by the Trustee, as paying agent, to The Depository Trust Company ("DTC"), New York, New York, which in turn is required to remit such principal and interest to the DTC Participants for subsequent disbursement to the beneficial owners of the Bonds. See APPENDIX F—BOOK-ENTRY ONLY SYSTEM.

A Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of that Bond to the Trustee at its Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. The Trustee shall collect any tax or other governmental charge on the transfer of any Bonds. Whenever any Bond or Bonds are surrendered for transfer, the City will execute and the Trustee shall authenticate and deliver to the transferee a new Bond or Bonds of like series, interest rate, maturity and aggregate principal amount. The City will pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer of Bonds.

The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations and of the same series, interest rate and maturity. The Trustee shall collect any tax or other governmental charge on the exchange of Bonds. The City will pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange of Bonds.

The following table shows the debt service schedule with respect to the Bonds (assuming no optional redemptions).

- (1) Includes mandatory sinking fund installments.
- (2) Interest on the Bonds is payable semiannually on each April 1 and October 1, commencing April 1, 2021.

Optional Redemption. The Bonds maturing on or before April 1, 2030, are not subject to optional redemption prior to their respective stated maturities. The Bonds maturing on and after April 1, 2031, are subject to optional redemption from any source of available funds of the City, prior to their respective maturities, in whole or in part among maturities as specified by the City, and by lot within a maturity, on any date on or after April 1, 2030 (the “Par Call Date”), upon at least forty-five (45) days prior written notice to the Trustee from the City, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

-6-

such Bonds to be redeemed to the redemption date.

The term "Treasury Rate" as such term is used in the foregoing paragraph, means, with respect to any redemption date for a particular Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) (the "Statistical Release") that has become publicly available at least two business days prior to the redemption date (excluding inflation for indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the maturity date of the Bond to be redeemed; *provided, however*, that if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

At the request of the City, the redemption price of the Bonds to be redeemed at the option of the City as described above will be determined by an independent accounting firm or municipal advisor retained by the City at the City's expense to calculate such redemption price. The City may conclusively rely on the determination of such redemption price by such independent accounting firm or municipal advisor and will not be liable for such reliance.

Mandatory Sinking Fund Redemption. The Bonds maturing on April 1, _____, are also subject to mandatory sinking fund redemption on April 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption:

Sinking Fund Redemption Date (April 1)	Principal Amount to be Redeemed
--	---------------------------------------

†Maturity

The Bonds maturing on April 1, _____, are also subject to mandatory sinking fund redemption on April 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption:

Sinking Fund Redemption Date (April 1)	Principal Amount to be Redeemed
--	---------------------------------------

†Maturity

Notice of Redemption. The Trustee on behalf and at the expense of the City will mail (by first class mail) notice of any redemption to the respective Owners of Bonds designated for redemption at their respective addresses appearing on the Registration Books, and to the Securities Depositories and to one or

more Information Services, at least 20 but not more than 60 days prior to the date fixed for redemption; *provided, however*, that neither failure to receive any such notice so mailed nor any defect therein will affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon.

Such notice must state the date of the notice, the redemption date, the redemption place and the redemption price and must designate the CUSIP numbers, the Bond numbers and the maturity or maturities (in the event of redemption of all of the Bonds of such maturity or maturities in whole) of the Bonds to be redeemed, and must require that such Bonds be then surrendered at the Office of the Trustee identified in such notice for redemption at the redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date. See APPENDIX F—BOOK-ENTRY ONLY SYSTEM.

The actual receipt by the registered owner of any bond of such notice of redemption, or failure to receive such notice, or any defect in such notice, shall not affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest on the date fixed for redemption.

Right to Rescind Notice of Redemption. The City has the right to rescind any notice of the optional redemption of Bonds by written notice to the Trustee prior to the date fixed for redemption. Any notice of optional redemption will be canceled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation will not constitute an Event of Default under the Trust Agreement. The City and the Trustee have no liability to the Owners or any other party related to or arising from such rescission of redemption.

Manner of Redemption. Whenever provision is made for the redemption of less than all of the Bonds, the Trustee shall select the Bonds to be redeemed by lot in any manner which the Trustee in its sole discretion deems appropriate. For purposes of such selection, all Bonds will be deemed to be comprised of separate \$5,000 denominations and such separate denominations will be treated as separate Bonds which may be separately redeemed.

Partial Redemption of Bonds. If only a portion of a Bond is called for redemption, then upon surrender of such Bond the City will execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the City, a new Bond or Bonds of the same series and maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

Effect of Redemption. From and after the date fixed for redemption, if notice of redemption has been duly mailed and funds available for the payment of the principal of and interest on the Bonds so called for redemption have been duly provided, such Bonds so called shall cease to be entitled to any benefit under the Trust Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. Unless otherwise directed in writing by the City, the Trustee shall cancel and destroy all Bonds redeemed.

SECURITY FOR THE BONDS

Repayment of Bonds; Equal Security

The Bonds are unsecured obligations payable from any source of legally available funds of the City, including but not limited to amounts held by the City on deposit in its General Fund. The Bonds are not

secured by a pledge of or lien on any specific revenues, income or funds of the City.

The obligations of the City under the Bonds, including the obligation to make all payments of interest and principal when due, are obligations of the City imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. The Bonds do not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation. Neither the Bonds nor the obligations of the City to make payments on the Bonds constitute an indebtedness of the City, the State of California, or any of its political subdivisions in contravention of any constitutional or statutory debt limitation or restriction. The City Council of the City is obligated to make annual appropriations to pay the Bonds from any source of legally available funds of the City. The City Council is obligated in each Fiscal Year to appropriate all amounts from such funds as may be required to pay the aggregate amount of the principal of and the interest on the Bonds coming due and payable in such Fiscal Year.

In consideration of the acceptance of the Bonds by those who hold the same from time to time, the Trust Agreement constitutes a contract between the City and the Owners of the Bonds, and the covenants and agreements therein set forth to be performed on behalf of the City are for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

Deposit of Amounts to Pay Debt Service

The City shall pay or cause to be paid to the Trustee, not later than five Business Days prior to each date on which the principal of or interest on the Bonds is due and payable, an amount which is sufficient, together with other amounts then held by the Trustee in the Debt Service Fund, to pay the aggregate amount of principal of and interest on the Bonds coming due and payable on such date.

Debt Service Fund and Accounts Therein

The Trust Agreement creates a separate fund to be known as the "Debt Service Fund," to be held by the Trustee in trust for the benefit of the Bond Owners.

On or before the Business Day preceding each Interest Payment Date, the Trustee shall transfer from the Debt Service Fund and deposit into the following respective accounts (each of which the Trustee shall establish and maintain within the Debt Service Fund), the following amounts, in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from insufficiencies of any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

First: to the Interest Account, the aggregate amount of interest becoming due and payable on the next succeeding Interest Payment Date on all Bonds then Outstanding; and

Second: to the Principal Account, the aggregate amount of principal becoming due and payable on the Outstanding Bonds on the next succeeding Interest Payment Date, if any.

All amounts in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased prior to maturity pursuant to the Trust Agreement).

All amounts in the Principal Account shall be used and withdrawn by the Trustee solely for the purposes of paying the principal of the Bonds when due and payable.

THE BONDS CONSTITUTE THE ABSOLUTE AND UNCONDITIONAL OBLIGATIONS OF THE CITY, PAYABLE FROM ALL LEGALLY AVAILABLE FUNDS OF THE CITY; HOWEVER, THE BONDS ARE UNSECURED OBLIGATIONS AND NO SPECIFIC SOURCE OF REVENUES OR OTHER FUNDS OF THE CITY ARE PLEDGED, NOR IS THE CITY OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION TO MAKE PAYMENTS OF PRINCIPAL OF AND INTEREST ON THE BONDS. THE BONDS ARE NOT SUBJECT TO ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION. THE CITY HAS COVENANTED IN THE TRUST AGREEMENT TO PUNCTUALLY PAY THE INTEREST ON, AND THE PRINCIPAL TO BECOME DUE ON EVERY BOND ISSUED PURSUANT TO THE TRUST AGREEMENT IN STRICT CONFORMITY WITH THE TERMS OF THE TRUST AGREEMENT AND OF THE BONDS, AND TO FAITHFULLY OBSERVE AND PERFORM ALL THE AGREEMENTS AND COVENANTS TO BE OBSERVED OR PERFORMED BY THE CITY CONTAINED IN THE TRUST AGREEMENT AND IN THE BONDS.

The Bonds have not been, and are not required to be, approved by the City's electorate. Consequently, under current law in California, the City cannot levy *ad valorem* or special taxes in excess of Constitutional limits to support the payment of annual Debt Service on the Bonds. See "CONSTITUTIONAL AND STATUTORY TAX LIMITATIONS" herein. The City has covenanted in the Trust Agreement to appropriate a sufficient amount in each fiscal year to pay that fiscal year's annual Debt Service. The extent to which these obligations may be specifically enforced, however, has not been tested in California. A Bondholder, however, may exercise any remedies available pursuant to the law or the Trust Agreement if an event of default occurs under the Trust Agreement. See "RISK FACTORS—Bankruptcy."

THE CITY

The City of Gardena was incorporated on September 11, 1930. The City is located approximately 15 miles south of the Los Angeles and 6 miles southeast of Los Angeles International Airport in the South Bay (southwestern) region of Los Angeles County. The City encompasses an area of approximately 5.9 square miles and has a current population of approximately 60,937 residents. Gardena is bordered by Athens on the north, the Los Angeles neighborhood of Harbor Gateway on the east and south, Torrance on the southwest, Alondra Park on the west, and Hawthorne on the northwest. The City is served by three major freeways and is the home of a mix of aerospace, high tech and various other industries.

The City is a general law city and is governed by a City Council of five representatives. City Council members are elected on an at-large basis for staggered four-year terms. Each year, the members of the City Council choose one member to serve as Mayor and one member to serve as Mayor Pro Tem. The Mayor Pro Tem acts in the Mayor's place when absent. The City Council appoints the City Manager who is responsible for supervising day to day operations of the City and carrying out policies set by the City Council, and the City Attorney.

Members of the Council and key administrative personnel of the City are listed at the front of this Official Statement.

See APPENDIX B—GENERAL, ECONOMIC AND DEMOGRAPHIC INFORMATION RELATING TO THE CITY AND THE COUNTY for an additional description of the City as well as certain demographic and statistical information.

CITY FINANCIAL INFORMATION

Financial Statements and Budgetary Process

The City's accounting policies conform to generally accepted accounting principles. The audited financial statements also conform to the principles and standards for public financial reporting established by the Governmental Accounting Standards Board.

Basis of Accounting and Financial Statement Presentation. The government-wide financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Audited Financial Statements. The City retained The Pun Group Accountants & Advisors, Santa Ana, California (the "City's Auditor"), to examine the general purpose financial statements of the City as of and for the year ended June 30, 2019. The audited financial statements for fiscal year ended June 30, 2019, are included in APPENDIX C—COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2019. The City has not requested, and the City's Auditor has not provided, any review or update of such financial statements in connection with their inclusion in this Official Statement.

Budget Process. The City Council is required to adopt a final budget by no later than the close of the fiscal year. The annual budget serves as the foundation for the City's financial planning and control. The budget is prepared by fund, and by department (e.g., police). Department heads may transfer resources within a department as they see fit. Transfers between departments, however, need special approval from the City Council.

A comprehensive mid-year budget review is done to update revenue and expenditure projections. In addition, the City Council receives quarterly budget updates. The City maintains budgetary controls to ensure compliance with legal provisions embodied in the appropriated budget approved by the City Council. The level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) for the City's operating budget is the program area within each fund, and for the capital improvement budget it is each individual capital improvement project within each fund. For the

operating budget, the City Manager has the authority to move appropriations between accounts (without dollar limitation) within a budget program and within the same fund as long as the transfers are within the same program area. For the capital improvement program, the City Manager has the authority to transfer appropriations (with no dollar limitation) between capital projects within the same fund. Appropriation increases, decreases or transfers between funds require the approval of the City Council.

All appropriations lapse at the end of the fiscal year unless specific carryovers are approved by the City Council.

Certain of the City's revenues are collected and dispersed by the State (such as sales tax and motor-vehicle license fees) or allocated in accordance with State law (most importantly, property taxes). Therefore, State budget decisions can have an impact on City finances. See "STATE BUDGET INFORMATION."

Impact of COVID-19 Pandemic on Future Budgeting. The COVID-19 Pandemic is ongoing, and the ultimate geographic spread of the virus, the duration and severity of the outbreak, and the ramifications of the economic and other of actions that may be taken by governmental authorities to contain the outbreak or to treat its impact are uncertain. The ultimate impact of COVID-19 on the City's operations and finances is unknown.

The City is currently reviewing the short and long-term impacts of the COVID-19 Pandemic and has adopted measures in its fiscal year 2020-21 budget to mitigate reduced revenue collections in fiscal year 2019-20, fiscal year 2020-21 and future years. The depth, breadth and length of any economic downturn will directly impact City's planning with regards to reductions in expenditures such as staffing cuts, program elimination and reductions in services. For additional information, see "General Fund Budget" and "RISK FACTORS—COVID-19 Pandemic."

General Fund Balance Sheet

The following table shows the City's audited General Fund balance sheet for the past five fiscal years.

**TABLE 1
CITY OF GARDENA
GENERAL FUND
BALANCE SHEET**

	Fiscal Year Ending June 30,				
	2014-15 Audited	2015-16 Audited	2016-17 Audited	2017-18 Audited	2018-19 Audited
ASSETS					
Cash and investments	\$12,309,441	\$17,418,908	\$20,489,704	\$21,155,757	\$14,418,692
Accounts receivable	599,170	600,737	955,731	1,144,209	2,637,077
Taxes receivable	3,099,917	5,477,778	4,001,456	3,392,467	2,913,266
Interest receivable	30,018	42,897	87,965	142,354	115,340
Employees receivables	53,734	57,167	48,397	44,049	44,378
Inventories	51,067	63,201	78,970	71,941	69,361
Prepaid items and deposits	74,443	69,451	166,766	269,941	264,442
Due from other governments	199,170	77,455	122,648	1,661,179	111,732
Due from other funds	2,485,785	514,873	2,084,954	1,118,069	534,713
Long-term receivables	52,781	56,787	53,637	50,486	44,697
Total Assets	18,955,526	24,379,254	28,090,228	29,050,452	21,153,698
LIABILITIES					
Accounts payable	1,021,082	650,765	683,679	822,855	878,991
Accrued liabilities	41,171	29,680	54,631	24,817	4,135
Salaries and benefits payable	696,785	905,326	1,068,358	1,064,438	1,084,830
Deposits payable	1,352,068	1,507,730	1,777,157	3,260,650	2,560,139
Unearned revenues	30,002	15,001	30,002	30,008	-
Total Liabilities	3,141,108	3,108,502	3,613,827	5,202,768	4,528,095
DEFERRER INFLOWS OF RESOURCES					
Unavailable revenue	52,781	400,764	589,256	331,244	110,719
FUND BALANCES					
Non-spendable	179,244	189,819	294,133	385,931	333,803
Restricted	327,752	164,116	43,611	5,287	-
Committed	7,274,423	17,542,367	19,413,135	19,315,675	13,287,448
Assigned	7,579,856	2,773,686	3,936,266	3,609,547	2,622,256
Unassigned	400,362	200,000	200,000	200,000	271,377
Total Fund Balances	15,761,637	20,869,988	23,887,145	23,516,440	16,514,884
Total Liabilities, Deferred Inflows of Resources and Fund Balances	18,955,526	24,379,254	28,090,228	29,050,452	21,153,698

Source: City of Gardena 2015-19 CAFRs.

General Fund Revenues, Expenditures, and Changes in Fund Balances

The following table shows the City's audited results for General Fund revenues and expenditures for fiscal years 2016-17 through 2018-19, unaudited actuals for fiscal year 2019-20 and budgeted projections for fiscal year 2020-21.

**TABLE 2
CITY OF GARDENA
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES**

	Fiscal Year Ending June 30,				
	2016-17 Audited	2017-18 Audited	2018-19 Audited	2019-20 Unaudited	2020-21 Budgeted ⁽¹⁾
REVENUES					
Taxes	\$ 44,458,251	\$ 44,449,284	\$ 47,271,198	\$ 42,742,385	\$ 45,799,673
Licenses and permits	1,800,752	1,694,670	1,735,711	1,646,055	1,395,500
Intergovernmental	552,574	506,630	464,588	508,539	573,100
Charges for services	5,155,573	5,070,020	5,270,787	5,501,423	4,943,139
Fines, forfeitures, and penalties	1,012,912	959,626	1,537,714	1,070,462	820,000
Use of money and property	8,168	(18,444)	843,510	836,255	455,000
Miscellaneous	2,245,601	1,080,591	752,900	1,101,505	613,980
Total Revenues	55,233,831	53,742,377	57,876,408	53,406,624	54,600,392
EXPENDITURES					
General government	4,914,416	5,016,851	5,992,704	4,740,407	3,852,540
Public safety	36,590,652	37,596,764	45,579,943	42,254,083	42,126,379
Public works	3,427,646	3,259,450	7,146,168	6,538,143	5,738,311
Recreation and human services	6,197,077	6,585,254	2,985,197	2,681,180	2,137,718
Community development	1,654,980	1,492,575	1,657,758	1,689,693	1,489,751
Capital outlay	573,602	477,894	226,170	-	-
Debt service - Principal	13,105	17,898	-	-	-
Debt service - Interest	-	-	-	-	-
Total Expenditures	53,371,478	54,446,686	63,587,940	57,903,506	55,344,699
EXCESS OF REVENUES OVER EXPENDITURES	1,862,353	(704,309)	(5,711,532)	(4,496,882)	(744,307)
OTHER FINANCING SOURCES/(USES)					
Proceeds from sale of capital assets	1,003,790	410,810	10,190	-	-
Transfers in	2,100,008	1,819,094	2,380,977	2,235,271	1,963,500
Transfers out	(1,948,994)	(1,896,300)	(3,681,191)	(3,341,978)	(3,317,437)
Total Other Financing Sources	1,154,804	333,604	(1,290,024)	(1,106,707)	(1,353,937)
NET CHANGE IN FUND BALANCES	3,017,157	(370,705)	(7,001,556)	(5,603,589)	(329,473)
FUND BALANCES - BEGINNING OF YEAR	20,869,988	23,887,145	23,516,440	16,514,884	9,113,232
FUND BALANCES - END OF YEAR	23,887,145	23,516,440	16,514,884	10,911,295	8,783,759

Source: City of Gardena 2017-19 CAFRs and City of Gardena Finance Department.

(1) For a discussion of mitigation measures included in the City's fiscal year 2020-21 budget, see "General Fund Budget - General Fund Budget Mitigation Measures."

General Fund Budget

The following table shows the City's General Fund budget figures for fiscal year 2018-19 and 2019-20 and a comparison of the final General Fund budget versus audited actuals for fiscal year 2018-19 and unaudited actuals for fiscal year 2019-20.

TABLE 3
CITY OF GARDENA
GENERAL FUND
BUDGET COMPARISON
Fiscal Years 2018-19 and 2019-20

	Fiscal Year 2018-19			Fiscal Year 2019-20		
	Adopted Budget	Final Budget	Audited Actuals	Adopted Budget	Final Budget	Unaudited Actuals
REVENUES						
Taxes	\$46,349,740	\$46,349,740	\$47,271,198	\$48,019,591	\$48,019,591	\$42,742,385
Licenses and permits	1,958,500	1,958,500	1,735,711	1,799,150	1,799,150	1,646,055
Intergovernmental	506,900	506,900	464,588	530,910	530,910	508,539
Charges for services	5,127,300	5,127,300	5,270,787	5,175,898	5,175,898	5,501,423
Fines, forfeitures and penalties	1,135,000	1,135,000	1,537,714	1,216,125	1,216,125	1,070,462
Use of money and property	270,000	270,000	843,510	730,625	730,625	836,255
Miscellaneous	1,078,136	1,078,136	752,900	1,039,590	1,039,590	1,101,505
Total Revenues	56,425,576	56,425,576	57,876,408	58,511,889	58,511,889	53,406,624
EXPENDITURES						
City clerk	392,250	395,250	381,637	424,229	424,229	457,723
City treasurer	250,557	250,557	246,377	219,724	219,724	211,308
Executive office	1,760,514	1,760,514	1,950,599	2,105,368	2,105,368	2,120,337
Administrative services	2,567,641	2,567,641	2,369,154	2,133,650	2,133,650	1,718,621
Non-departmental	716,664	716,664	1,044,937	769,398	745,698	872,675
Public safety - Police	28,509,960	34,569,960 ⁽¹⁾	34,985,330 ⁽¹⁾	28,419,404	28,419,404	28,164,076
Public safety - Fire	10,754,510	10,754,510	10,594,613	10,912,247	10,912,247	11,450,752
Public works	7,451,305	7,451,305	7,146,168	7,125,856	7,125,856	6,340,775
Recreation and human services	2,675,470	2,675,470	2,985,197	2,907,560	2,907,560	2,444,136
Community development	1,685,408	1,685,408	1,657,758	1,656,679	1,656,679	1,619,172
Capital outlay	103,600	103,600	226,170	-	-	-
Total Expenditures	56,867,879	62,930,879	63,587,940	56,674,115	56,650,415	55,399,575
REVENUES OVER EXPENDITURES	(442,303)	(6,505,303)	(5,711,532)	1,837,774	1,861,474	-1,992,951
OTHER FINANCING SOURCES						
Proceeds from sale of capital assets	35,000	35,000	10,190	-	-	-
Transfers in	2,593,500	2,593,500	2,380,977	2,743,250	2,743,250	2,235,271
Transfers out	(2,003,497)	(2,003,497)	(3,681,191)	(4,576,024)	(4,576,024)	(5,845,909)
Total Other Financing Sources	625,003	625,003	(1,290,024)	(1,832,774)	(1,832,774)	(3,610,638)
NET CHANGE IN FUND BALANCES	182,700	(5,880,300)	(7,001,556)	5,000	28,700	(5,603,589)
FUND BALANCES - BEGINNING OF YEAR	23,516,440	23,516,440	23,516,440	16,514,884	16,514,884	16,514,884
FUND BALANCES - END OF YEAR	23,699,140	17,636,140	16,514,884	16,519,884	16,543,584	10,911,295

Source: City of Gardena Finance Department.

- (1) The City made an additional discretionary payment of \$6 million towards the Safety Plan's Unfunded Accrued Liability in June 2019 to save approximately \$11 million over the next 20 years.

General Fund Budget Mitigation Measures. Due to the unanticipated and severe disruption of the economy as a result of the COVID-19 pandemic, the City's fiscal year 2020-21 General Fund budget includes the following measures to mitigate the impact of the COVID-19 pandemic on the City's finances as summarized in the table below.

TABLE 4
CITY OF GARDENA
GENERAL FUND BUDGET MITIGATION MEASURES
Fiscal Years 2020-21 and 2021-22

Mitigation Measure	Projected Fiscal Year 2020-21 Savings	Projected Fiscal Year 2021-22 Savings
Freeze Hiring & Promotion ⁽¹⁾	\$4,158,489	\$4,158,489
Freeze COLA ⁽¹⁾	230,000	300,000
Material & Operations Reductions	320,000	320,000
Freeze Cash-outs and Step Increases	1,030,430	1,030,430
Furloughs and Pay Cuts	862,636	862,636
Layoffs	2,255,469	2,255,469
Total	<u>\$8,857,024</u>	<u>\$8,927,024</u>

Source: City of Gardena Finance Department.

Freeze Hiring & Promotion. The City has enacted a hiring and promotion freeze and is looking to negotiate freezes in cost-of-living adjustments and cash outs and step increases with the bargaining units representing City employees. Furloughs and layoffs are also being explored. The hiring and promotion freeze is estimated to result in changes to approximately 35 positions and is estimated to result in General Fund savings of approximately \$4.1 million in each of the 2020-21 and 2021-22 fiscal years.

Freeze COLA. Negotiations with bargaining units to mitigate the budget crisis. Estimated saving of \$230,000 in Fiscal Year 2020-2021 and \$300,000 in Fiscal Year 2021-2022.

Material & Operations Reductions. Review of discretionary expenditures and elimination of non-essential training and travel, as well as contract renegotiations. Estimated \$320,000 savings in both Fiscal Year 2020-2021 and Fiscal Year 2021-2022.

Freeze Cash-outs and Step Increases. Negotiations with bargaining units to mitigate the budget crisis. Estimated \$1.03 million savings in both Fiscal Years 2020-2021 and 2021-2022.

Furloughs and Pay Cuts. Negotiated furloughs and pay cuts of approximately 10% per pay period for non-safety related employees. Estimated savings of \$862,636 in both Fiscal Years 2020-2021 and 2021-2022.

Layoffs. Negotiated layoffs of full time and part time positions. Estimated savings of \$2.3 million in each of the 2020-21 and 2021-22 fiscal years.

The City currently projects a General Fund operating deficit of approximately \$1.8 million for fiscal year 2020-21 as a result of the adoption of the budget mitigation measures. The effects of the COVID-19

Pandemic on the City's finances are ongoing, and the future course of the COVID-19 Pandemic is unpredictable. While the City believes that its 2020-21 budget and the mitigation measures discussed above are adequate, additional cost cutting measures may be necessary in the future.

CARES Act and Federal Aid. The City expects to receive federal aid money from the CARES Act and from other federal agencies to help cover costs associated with responding to the COVID-19 Pandemic. The City currently estimates that it will receive approximately \$750,000 in CARES Act pass through funding from Los Angeles County, \$901,984 in CARES Act pass through funding from the US Department of Housing and Urban Development, and approximately \$500,000 in CARES Act funding from the Federal Emergency Management Agency ("FEMA"). These funds are limited in purpose and are intended to cover unbudgeted response and community support activities only. For additional discussion of the CARES Act, see "RISK FACTORS—COVID-19 Pandemic."

City Financial Management

The City Council has adopted financial management policies including: (1) a general finance and budget policy; (2) an investment policy to ensure the prudent investment of City funds; (3) a debt issuance policy, and (4) a Unfunded Actuarial Liability Policy. The City's fiscal policies are reviewed at least annually and are adopted or reaffirmed in conjunction with approval of the budget.

Reserves Policy. The City will increase the committed fund balance in any fiscal year in which recurring revenue sources exceed recurring expenditure uses with the intent to attain and maintain a minimum committed balance of three (3) months, or 25%, of regular General Fund operating expenditures.

The City's General Fund committed fund balance is currently below the 25% target primarily due to economic impacts related to the COVID-19 Pandemic. The City currently estimates that its General Fund reserves are at a level of 19% of regular General Fund operating expenditures in fiscal year 2019-20 and are projected to decline further to 16% and 15% in fiscal years 2020-21 and 2021-22 assuming the adoption of the mitigation measures described under the subheading "General Fund Budget—*General Fund Budget Mitigation Measures*" above.

Investment Policy. The investment of funds of the City (except pension and retirement funds) is made in accordance with the City's Investment Policy, most recently approved June 23, 2020 (the "Investment Policy"), prepared by the City Chief Fiscal Officer as authorized by section 53601 of the Government Code of California. The Investment Policy allows for the purchase of a variety of securities and provides for limitations as to exposure, maturity and rating which vary with each security type. The composition of the portfolio will change over time as old investments mature, or are sold, and as new investments are made. Invested funds are managed to ensure preservation of capital through high quality investments, maintenance of liquidity and then yield. Further, operating funds may not be invested in any investment with a maturity greater than five years.

Debt Management Policy. In accordance with section 8855(i) of the California Government Code the City adopted a debt management policy on October 8, 2013, to establish conditions for the use of debt; to ensure that debt capacity and affordability are adequately considered; to minimize the City's interest and issuance costs; to maintain the highest possible credit rating; to provide complete financial disclosure and reporting; and to maintain financial flexibility for the City.

UAL Policy. The City has adopted a policy with respect to the Unfunded Actuarial Liability for its pension plans (“UAL”) whereby 10-60% of any savings from pension obligation refunding obligations are pledged to future UAL costs.

Principal Sources of General Fund Revenues

The City relies on several sources to balance its General Fund budget. The most important of these revenue sources (based on percentage of the total revenue budget) are taxes and fees including the following: sales taxes, card club revenues, property taxes, vehicle license fees and utility user’s taxes.

The following table shows the City’s General Fund tax revenues by source for the four most recent fiscal years and budgeted projections for fiscal year 2020-21:

TABLE 5
CITY OF GARDENA
GENERAL FUND TAX REVENUES BY SOURCE

	Fiscal Year				
	2016-17 Audited	2017-18 Audited	2018-19 Audited	2019-20 Unaudited	2020-21 Budgeted
Sales tax	\$11,013,055	\$11,542,520	\$12,611,795	\$11,611,936	\$15,340,007
Card club revenues	8,975,991	8,071,000	8,101,583	4,718,691	4,901,166
Property tax	7,088,153	7,109,380	7,694,736	8,165,458	7,860,000
Vehicle license fees	5,600,287	5,885,121	6,269,483	6,712,691	6,500,000
Utility user taxes	5,147,736	5,088,450	4,955,646	4,798,248	5,000,000
Business license taxes	2,606,279	2,727,532	2,843,375	2,438,303	2,000,000
Franchise taxes	4,026,750	3,993,316	4,765,183	4,297,058	4,198,500
Other taxes	27,231	31,965	29,397	—	—
Total Tax Revenues	<u>\$44,485,482</u>	<u>\$44,449,284</u>	<u>\$47,271,198</u>	<u>\$42,742,385</u>	<u>\$45,799,673</u>

Source: City of Gardena Finance Department.

In Fiscal Year 2018-19, the City’s General Fund tax revenues accounted for \$47,271,198 or approximately 82% of the City’s total General Fund revenues for Fiscal Year 2018-19. Together, the City’s General Fund tax revenues are expected to account for approximately \$42,742,385 or approximately 80% of the total General Fund revenue for Fiscal Year 2019-20 and are projected to account for 84% of the total General Fund revenue budget for Fiscal Year 2020-21.

Property Taxes. The County levies a tax of 1% on the assessed valuation of property within the County. The City receives approximately a 17% share of this 1% levy for property located within the City limits. In Fiscal Year 2018-19, property taxes generated \$7,694,736, are expected to have generated \$8,165,458 for Fiscal Year 2019-20 and are projected to generate \$7,860,000 in fiscal year 2020-21. Property taxes were the General Fund’s second largest revenue source in fiscal year 2019-20. See “Property Taxes” below for additional information relating to the property taxes and the assessed valuation of property located in the City. Property Tax revenues for Fiscal Year 2020-21 and future years may be impacted by the COVID-19 Pandemic. For additional discussion, see “PROPERTY TAXES.”

Sales and Use Taxes. The City receives a 1% share of all taxable sales generated within its borders. In Fiscal Year 2018-19, sales and use taxes generated \$12,611,795, and are expected to have generated \$11,611,936 for Fiscal Year 2019-20 and are projected to generate \$15,340,007 in fiscal year 2020-21.

Fiscal year 2020-21 sales tax collections will include additional sales tax revenues from Measure G, a 0.75% sales tax increase passed by the voters of the City at the March 3, 2020 election. Sales taxes were the General Fund's largest revenue source in fiscal year 2019-20. Sales and Use Tax revenues for Fiscal Year 2019-20 and 2020-21 are likely to be significantly impacted by the COVID-19 Pandemic. For additional discussion, see "SALES AND USE TAXES."

Card Club Revenues. The City currently has two card clubs, the Lucky Lady Casino founded in 1936 and the Hustler Casino founded in 2000 (together, the "Card Clubs"). A Card Club Revenue Fee is collected by the City from the card clubs and is set by the City's Municipal Code at 12% of each card club's gross revenue. In Fiscal Year 2018-19, card club revenues generated \$8,101,583, are expected to have generated \$4,718,691 for Fiscal Year 2019-20 and are projected to generate \$4,901,166 in fiscal year 2020-21. Card club revenues were the General Fund's sixth largest revenue source in fiscal year 2019-20. The Card Clubs were closed due to the COVID-19 Pandemic but have recently reopened for outdoor operations. For additional details on the Card Clubs, their closure and reopening, and the effects on the card club revenues, see "CARD CLUB REVENUES" and "RISK FACTORS-Casino Litigation."

Vehicle License Fees. Vehicle license fees are assessed in the amount of 0.65% of a vehicle's depreciation market value for the privilege of operating a vehicle on California's public highways. In Fiscal Year 2018-19, vehicle license fees generated \$6,269,483, and are expected to have generated \$6,712,691 for Fiscal Year 2019-20 and are projected to generate \$6,500,000 in fiscal year 2020-21. Vehicle license fees were the General Fund's third largest revenue source in fiscal year 2019-20. For additional discussion, see "VEHICLE LICENSE FEES."

Utility User's Tax. The city imposes a utility user's tax on all utilities, electricity, gas, water, telephone and cable television. The current rate is 5% with a senior citizens exemption at age 60. In Fiscal Year 2018-19, utility user's taxes generated \$4,955,646, and are expected to have generated \$4,798,248 for Fiscal Year 2019-20 and are projected to generate \$5,000,000 in fiscal year 2020-21. Utility user's taxes were the General Fund's fifth largest revenue source in fiscal year 2019-20.

The City anticipates that it will experience declines in sales tax, card club revenues, property tax, vehicle license fees, and other General Fund revenue sources in the coming months, or longer, as a result of the COVID-19 Pandemic. See the discussion of each of those revenue sources below and a discussion of the COVID-19 Pandemic generally under the caption "RISK FACTORS—COVID-19 Pandemic."

Property Taxes

Under Proposition 13, an amendment to the California Constitution adopted in 1978 that added Article XIII A of the California Constitution, the county assessor's valuation of real property is established as shown on the fiscal year 1975-76 tax bill, or, thereafter, as the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred. Assessed value of property may be increased annually to reflect inflation at a rate not to exceed 2% per year or reduced to reflect a reduction in the consumer price index or comparable data for the area under taxing jurisdiction or in the event of declining property value caused by substantial damage, destruction, market forces or other factors. As a result of these rules, real property that has been owned by the same taxpayer for many years can have an assessed value that is much lower than that of similar properties more recently sold and may be lower than its own market value. Likewise, changes in ownership of property and reassessment of such property to market value commonly will lead to increases in aggregate assessed value even when the rate of inflation or consumer price index would not permit the full 2% increase on any property that has not changed ownership.

Taxes are levied by the County for each fiscal year on taxable real and personal property which is situated in the County as of the preceding January 1. Real property which changes ownership or is newly constructed is revalued at the time the change in ownership occurs or the new construction is completed. The current year property tax rate will be applied to the reassessment, and the taxes will then be adjusted by a proration factor to reflect the portion of the remaining tax year for which taxes are due.

Local agencies and schools will share the growth of "base" sources from all tax rate areas in the County. Each year's growth allocation becomes part of each local agency's allocation in the following year. The availability of revenue from growth in the tax bases in such tax rate areas may be affected by the existence of redevelopment agencies (including their successor agencies) which, under certain circumstances, may be entitled to sources resulting from the increase in certain property values. State law exempts \$7,000 of the assessed valuation of an owner-occupied principal residence. This exemption does not result in any loss of revenue to local agencies since an amount equivalent to the taxes that would have been payable on such exempt values is supplemented by the State.

For assessment and tax collection purposes, property is classified either as "secured" or "unsecured," and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State-assessed property and property (real or personal) for which there is a lien on real property sufficient, in the opinion of the county assessor, to secure payment of the taxes. All other property is "unsecured," and is assessed on the "unsecured roll." Secured property assessed by the SBE is commonly identified for taxation purposes as "utility" property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year, and if unpaid become delinquent on December 10 and April 10, respectively. A penalty of 10% attaches immediately to any delinquent payment. Property on the secured roll, with respect to which taxes are delinquent, becomes tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of delinquent taxes and the delinquency penalty, plus costs and prepayment penalty of one and one-half percent per month to the time of prepayment. If taxes are unpaid for a period of five years or more, the property is subject to sale by the county treasurer.

Property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent, if unpaid, on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5 p.m. on October 31, an additional penalty of one and one-half percent per month attaches to such taxes beginning the second month after the delinquent date, and on the first day of each month until paid. A county has four ways of collecting delinquent unsecured personal property taxes: (1) bringing a civil action against the taxpayer; (2) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the County Clerk and County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizing and selling personal property, improvements, or possessory interests belonging or assessed to the delinquent taxpayer.

No Teeter Plan

The Los Angeles County Board of Supervisors elected to discontinue the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sales Proceeds (commonly referred to as the "Teeter Plan") on July 1, 2009. Under the terms of the Teeter Plan, the County had remitted to local agencies the amount of uncollected taxes in exchange for retaining any subsequent delinquent payments, penalties and

interest that would have been due to the local agency. As the Teeter Plan has been discontinued, the City's property tax revenues reflect both reduced property tax revenue from uncollected taxes and increased revenue from the subsequent receipt of delinquent taxes, interest and penalty payments.

Assessed Value

The assessed valuation of property in the City is established by the County Assessor, except for public utility property which is assessed by the SBE. Assessed valuations are reported at 100% of the "full value" of the property, as defined in Article XIII A of the California Constitution.

Certain classes of property, such as churches, colleges, not-for-profit hospitals and charitable institutions, are exempt from property taxation and do not appear on the tax rolls. No reimbursement is made by the State for such exemptions. Property taxes allocated to the City are collected by the County at the same time and on the same tax rolls as are county and special district taxes. The valuation of secured property by the County Assessor is established as of January 1 and is subsequently equalized in September of each year.

The table below shows the assessed valuation of taxable property in the City for the most recent fiscal years.

TABLE 6
CITY OF GARDENA
HISTORIC ASSESSED VALUATIONS
Fiscal Years 2010-11 to 2020-21

Fiscal Year	Local Secured	Utility	Unsecured	Total Assessed Valuation	% Change
2010-11	\$4,363,324,304	\$3,785,648	\$328,342,954	\$4,695,452,906	n/a
2011-12	4,392,067,188	3,447,881	318,518,605	4,714,033,674	0.40%
2012-13	4,449,807,686	3,447,881	331,556,748	4,784,812,315	1.50
2013-14	4,633,302,642	3,447,881	321,015,836	4,957,766,359	3.61
2014-15	4,851,819,389	3,447,881	315,062,605	5,170,329,875	4.29
2015-16	5,125,128,374	257,048	327,711,675	5,453,097,097	5.47
2016-17	5,388,377,619	257,048	298,317,633	5,686,952,300	4.29
2017-18	5,718,487,269	257,048	286,651,391	6,005,395,708	5.60
2018-19	6,105,408,810	257,048	291,947,663	6,397,613,521	6.53
2019-20	6,505,974,159	257,048	294,349,387	6,800,580,594	6.30
2020-21	6,928,927,078	384,066	294,669,329	7,223,980,473	6.23

Source: Los Angeles County Auditor-Controller

As indicated above, assessments may be adjusted during the course of the year when real property changes ownership or new construction is completed. Assessments may also be appealed by taxpayers seeking a reduction as a result of economic and other factors beyond the City's control, such as a general market decline in property values, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by State and local agencies and property used for qualified educational, hospital, charitable or religious purposes), or the complete or partial destruction of taxable property caused by natural or manmade disaster, such as earthquake, flood, fire, toxic dumping, etc. When necessitated by changes in assessed value in the course of a year, taxes are pro-rated for each portion of the tax year.

Appeals of Assessed Valuation; Blanket Reductions of Assessed Values. There are two basic types of property tax assessment appeals provided for under State law. The first type of appeal, commonly referred to as a base year assessment appeal, involves a dispute on the valuation assigned by the assessor immediately subsequent to an instance of a change in ownership or completion of new construction. If the base year value assigned by the assessor is reduced, the valuation of the property cannot increase in subsequent years more than 2% annually unless and until another change in ownership and/or additional new construction activity occurs.

The second type of appeal, commonly referred to as a Proposition 8 appeal (which Proposition 8 was approved by the voters in 1978), can result if factors occur causing a decline in the market value of the property to a level below the property's then current taxable value (escalated base year value). Pursuant to State law, a property owner may apply for a Proposition 8 reduction of the property tax assessment for such owner's property by filing a written application, in the form prescribed by the SBE, with the appropriate county board of equalization or assessment appeals board. A property owner desiring a Proposition 8 reduction of the assessed value of such owner's property in any one year must apply to the county assessment appeals board (the "Appeals Board"). Following a review of the application by the county assessor's office, the county assessor may offer to the property owner the opportunity to stipulate to a reduced assessment or may confirm the assessment. If no stipulation is agreed to, and the applicant elects to pursue the appeal, the matter is brought before the Appeals Board (or, in some cases, a hearing examiner) for a hearing and decision. The Appeals Board generally is required to determine the outcome of appeals within two years of each appeal's filing date. Any reduction in the assessment ultimately granted applies only to the year for which application is made and during which the written application is filed. The assessed value increases to its pre-reduction level (escalated to the inflation rate of no more than 2%) following the year for which the reduction application is filed. However, the county assessor has the power to grant a reduction not only for the year for which application was originally made, but also for the then current year and any intervening years as well. In practice, such a reduced assessment may and often does remain in effect beyond the year in which it is granted.

In addition to the above-described taxpayer appeals, county assessors may independently reduce assessed valuations based on changes in the market value of property, or for other factors such as the complete or partial destruction of taxable property caused by natural or man-made disasters such as earthquakes, floods, fire, drought or toxic contamination pursuant to relevant provisions of the State Constitution.

In addition, Article XIII A of the State Constitution provides that the full cash value base of real property used in determining taxable value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year or may be reduced to reflect a reduction in the consumer price index or comparable local data. This measure is computed on a calendar year basis. However, see "RISK FACTORS—Split Roll Initiatives."

Risk of Decline in Property Values; Fire; Earthquake Risk. Property values could be reduced by factors beyond the City's control, including fire, earthquake and a depressed real estate market due to general economic conditions in the County, the region and the State.

Other possible causes for a reduction in assessed values include the complete or partial destruction of taxable property caused by other natural or manmade disasters, such as flood, fire, drought, toxic dumping, acts of terrorism, etc., or reclassification of property to a class exempt from taxation, whether by

ownership or use (such as exemptions for property owned by State and local agencies and property used for qualified educational, hospital, charitable or religious purposes).

No assurance can be given that property tax appeals and/or blanket reductions of assessed property values will not significantly reduce the assessed valuation of property within the City in the future.

Assembly Bill 102. On June 27, 2017, the Governor of the State (the “Governor”) signed into law Assembly Bill 102 (“AB 102”). AB 102 restructured the functions of the SBE and created two new separate agencies: (i) the California Department of Tax and Fee Administration, and (ii) the Office of Tax Appeals. Under AB 102, the California Department of Tax and Fee Administration took over programs previously in the SBE Property Tax Department, such as the Tax Area Services Section, which is responsible for maintaining all property tax-rate area maps and for maintaining special revenue district boundaries. Under AB 102, the SBE continues to perform the duties assigned by the State Constitution related to property taxes, however, effective January 1, 2018, the SBE will only hear appeals related to the programs that it constitutionally administers and the Office of Tax Appeals will hear appeals on all other taxes and fee matters, such as sales and use tax and other special taxes and fees. AB 102 obligates the Office of Tax Appeals to adopt regulations as necessary to carry out its duties, powers, and responsibilities. No assurances can be given as to the effect of such regulations on the appeals process or on the assessed valuation of property within the City.

State-Assessed Property. Under the Constitution, the SBE assesses property of State-regulated transportation and communications utilities, including railways, telephone and telegraph companies, and companies transmitting or selling gas or electricity. The Board of Equalization also is required to assess pipelines, flumes, canals and aqueducts lying within two or more counties. The value of property assessed by the Board of Equalization is allocated by a formula to local jurisdictions in the county, including school districts, and taxed by the local county tax officials in the same manner as for locally assessed property. Taxes on privately owned railway cars, however, are levied and collected directly by the Board of Equalization. Property used in the generation of electricity by a company that does not also transmit or sell that electricity is taxed locally instead of by the Board of Equalization. Thus, the reorganization of regulated utilities and the transfer of electricity-generating property to non-utility companies, as often occurred under electric power deregulation in California, affects how those assets are assessed, and which local agencies benefit from the property taxes derived. In general, the transfer of State-assessed property located in the City to non-utility companies will increase the assessed value of property in the City, since the property’s value will no longer be divided among all taxing jurisdictions in the County. The transfer of property located and taxed in the City to a State-assessed utility will have the opposite effect, generally reducing the assessed value in the City as the value is shared among the other jurisdictions in the County. The City is unable to predict future transfers of State-assessed property in the City and the County, the impact of such transfers on its utility property tax revenues, or whether future legislation or litigation may affect ownership of utility assets, the State’s methods of assessing utility property, or the method by which tax revenues of utility property is allocated to local taxing agencies, including the City.

Assessed Valuation by Land Use. The following table gives a distribution of taxable real property located in the City by principal purpose for which the land is used, and the assessed valuation and number of parcels for each use.

**TABLE 7
CITY OF GARDENA
ASSESSED VALUATION AND PARCELS BY LAND USE**

	2020-21 Assessed Valuation ⁽¹⁾	% of Total	No. of Parcels	% of Total
<u>Non-Residential:</u>				
Commercial/Office	\$1,013,085,975	14.62%	731	4.98%
Vacant Commercial	13,692,992	0.20	58	0.40
Industrial	1,037,652,541	14.98	636	4.33
Vacant Industrial	34,237,047	0.49	40	0.27
Recreational/Casinos	42,669,013	0.62	14	0.10
Government/Social/Institutional	80,864,260	1.17	140	0.95
Miscellaneous	1,544,284	0.02	57	0.39
Subtotal Non-Residential	\$2,223,746,112	32.09%	1,676	11.42%
<u>Residential:</u>				
Single Family Residence	\$2,823,310,177	40.75%	8,874	60.46
Condominium/Townhouse	624,802,738	9.02	1,872	12.75
Mobile Home	9,632,594	0.14	335	2.28
Mobile Home Park	36,208,788	0.52	26	0.18
2-4 Residential Units	603,262,195	8.71	1,294	8.82
5+ Residential Units/Apartments	584,938,891	8.44	491	3.35
Vacant Residential	23,025,583	0.33	109	0.74
Subtotal Residential	\$4,705,180,966	67.91	13,001	88.58
Total	\$6,928,927,078	100.00%	14,677	100.00%

Source: California Municipal Statistics, Inc.

(1) Total secured assessed valuation, excluding tax-exempt property.

Assessed Valuation of Single Family Homes. The following table focuses on single-family residential properties only, which comprise approximately 40.75% of the assessed value of taxable property in the City.

TABLE 8
CITY OF GARDENA
PER PARCEL - ASSESSED VALUATION OF SINGLE-FAMILY HOMES

	No. of Parcels	2020-21 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
Single Family Residential	8,874	\$2,823,310,177	\$318,155	\$293,457

2020-21 Assessed Valuation	No. of Parcels ⁽¹⁾	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
\$0 - \$49,999	30	0.338%	0.338%	\$ 1,236,702	0.044%	0.044%
\$50,000 - \$99,999	1,550	17.467	17.805	114,809,913	4.067	4.110
\$100,000 - \$149,999	621	6.998	24.803	75,310,126	2.667	6.778
\$150,000 - \$199,999	544	6.130	30.933	96,638,508	3.423	10.201
\$200,000 - \$249,999	949	10.694	41.627	215,602,682	7.637	17.837
\$250,000 - \$299,999	838	9.443	51.071	229,484,654	8.128	25.965
\$300,000 - \$349,999	708	7.978	59.049	228,755,991	8.102	34.068
\$350,000 - \$399,999	633	7.133	66.182	237,005,878	8.395	42.462
\$400,000 - \$449,999	604	6.806	72.989	257,065,385	9.105	51.567
\$450,000 - \$499,999	555	6.254	79.243	263,693,644	9.340	60.907
\$500,000 - \$549,999	494	5.567	84.810	259,465,253	9.190	70.097
\$550,000 - \$599,999	561	6.322	91.131	322,043,147	11.407	81.504
\$600,000 - \$649,999	402	4.530	95.661	250,616,398	8.877	90.381
\$650,000 - \$699,999	224	2.524	98.186	150,272,773	5.323	95.703
\$700,000 - \$749,999	96	1.082	99.268	69,303,799	2.455	98.158
\$750,000 - \$799,999	39	0.439	99.707	29,968,134	1.061	99.219
\$800,000 - \$849,999	18	0.203	99.910	14,719,981	0.521	99.741
\$850,000 - \$899,999	4	0.045	99.955	3,447,681	0.122	99.863
\$900,000 - \$949,999	1	0.011	99.966	919,724	0.033	99.896
\$950,000 - \$999,999	2	0.023	99.989	1,929,472	0.068	99.964
\$1,000,000 and greater	1	0.011	100.000	1,020,332	0.036	100.000
	8,874	100.000%		\$2,823,310,177	100.000%	

Source: California Municipal Statistics, Inc.

(1) Improved single-family residential parcels. Excludes condominiums and parcels with multiple family units.

Principal Taxpayers. Based on fiscal year 2020-21 locally assessed taxable valuations, the top twenty taxable property owners in the City represent approximately 7.70% of the total fiscal year 2020-21 taxable value.

The following table shows the 20 largest owners of taxable property in the City as determined by secured assessed valuation in fiscal year 2020-21.

**TABLE 9
CITY OF GARDENA
LARGEST LOCAL SECURED PROPERTY TAXPAYERS**

	Property Owner	Primary Land Use	2020-21 Assessed Valuation	% of Total ⁽¹⁾
1.	Nissin Foods USA Company Inc.	Industrial	\$ 55,571,767	0.80%
2.	Gardena Hospital Property	Hospital	54,000,000	0.78
3.	Terreno 139th LLC	Industrial	39,067,020	0.56
4.	JSL Gardena I LLC	Shopping Center	31,851,795	0.46
5.	14215 Normandie LLC	Public Storage	31,212,000	0.45
6.	Ray Pellegrino	Apartments	27,723,727	0.40
7.	Majestic Properties Inc.	Casio/Card House	25,044,737	0.36
8.	PK I Gardena Gateway Center LP	Shopping Center	22,663,767	0.33
9.	Hitco Technologies Inc.	Industrial	22,526,447	0.33
10.	Gardena Professional Medical Plaza LP	Office Building	22,397,125	0.32
11.	Mickey Asamoto, Trust	Shopping Center	21,942,081	0.32
12.	Dayton Hudson Corp	Department Store	20,713,293	0.30
13.	WH Gardena Marketplace LLC	Commercial	20,456,144	0.30
14.	CCC and R Park Lane LLC	Commercial	20,322,131	0.29
15.	Liberty Property Limited	Industrial	20,279,684	0.29
16.	Gramercy Properties LLC	Industrial	20,235,435	0.29
17.	Kaiser Foundation Health Plan Inc.	Professional Building	19,958,693	0.29
18.	New Group Gardena LLC	Shopping Center	19,193,448	0.28
19.	Marukai Corp	Shopping Center	19,137,294	0.28
20.	Gardena LF LLC	Casio/Card House	18,992,436	0.27
	Total Top 20		<u>\$533,289,024</u>	<u>7.70%</u>

Source: California Municipal Statistics, Inc.

(1) 2020-21 Local Secured Assessed Valuation: \$6,928,927,078.

Tax Levies and Delinquencies. Beginning in 1978-79, Article XIII A and its implementing legislation shifted the function of property taxation primarily to the counties, except for levies to support prior-voted debt, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each county.

The following table sets forth the secured tax charges and delinquencies for the most recent fiscal years.

TABLE 10
CITY OF GARDENA
SECURED TAX CHARGES AND DELINQUENCIES

Fiscal Year	Secured Tax Charge ⁽¹⁾	Amt. Del. June 30	% Del. June 30
2010-11	\$ 5,334,443.36	\$ 127,866.88	2.40%
2011-12	5,386,422.73	112,176.12	2.08
2012-13	5,491,676.98	98,481.87	1.79
2013-14	5,698,385.64	83,912.12	1.47
2014-15	5,948,938.86	85,566.39	1.44
2015-16	6,279,553.88	88,946.21	1.42
2016-17	6,527,095.77	77,405.86	1.19
2017-18	6,924,277.09	85,879.52	1.24
2018-19	7,348,424.58	100,225.96	1.36
2019-20	7,827,999.89	176,220.16	2.25

Source: California Municipal Statistics, Inc.

(1) 1% General Fund apportionment

Potential Impacts of COVID-19 (Coronavirus) Pandemic on Property Tax Revenues. In response to the COVID-19 outbreak described under the caption “RISK FACTORS—COVID-19 Pandemic,” the Governor of California signed Executive Order N-61-20 (“Order N-61-20”). Under Order N-61-20, certain provisions of the State Revenue and Taxation Code are suspended until May 6, 2021 to the extent said provisions require a tax collector to impose penalties, costs or interest for the failure to pay secured or unsecured property taxes, or to pay a supplemental bill, before the date that such taxes become delinquent. Said penalties, costs and interest shall be cancelled under the conditions provided for in Order N-61-20, including if the property is residential real property occupied by the taxpayer or the real property qualifies as a small business under certain State laws, the taxes were not delinquent prior to March 4, 2020, the taxpayer files a claim for relief with the tax collector, and the taxpayer demonstrates economic hardship or other circumstances that have arisen due to the COVID-19 pandemic or due to a local, state, or federal governmental response to COVID-19. The impacts the waiver of penalties, costs or interest on delinquent property taxes under the circumstances described in Order N-61-20 have on property tax revenues are unknown at this time.

The City cannot predict whether the County or the state of California will further relax their positions with respect to late payment penalties, which could result in significant property tax delinquencies. The waiver of late payment penalties and resulting property tax delinquencies could have a material adverse impact on the timely payment of property taxes with respect to property in the City. The COVID-19 outbreak may also result in increased property tax assessment appeals which could reduce property tax revenue growth in future years. See the caption “RISK FACTORS— COVID-19 (Coronavirus) Pandemic.”

Sales and Use Taxes

A sales tax is imposed on the privilege of consuming personal property in California. California does not tax services. The tax rate is established by the State Legislature, and is presently 7.25%, statewide (of which 1% is paid to the City). In addition, many of California’s cities, counties, districts and communities have special taxing jurisdiction to impose a transaction (sales) or use tax. These so-called district taxes

increase the tax rate in a particular area by adding the local option tax to the statewide tax. These district taxes can vary up to 1%, and more than one district tax may be in effect for a particular location.

Four separate district taxes are levied on sales in the City by the Los Angeles County Metropolitan Transportation Authority, each having approved by the voters in Los Angeles County. The applicable sales taxes include, Measure M taxes, Measure R taxes, Proposition C taxes and Proposition A taxes.

Measure G. On March 3, 2020, the voters of the City approved Measure G, a 0.75% transactions and use tax that is collected along with other state and local sales and use taxes. Revenues from Measure G taxes are available to the City's general fund for any lawful purpose. Measure G revenues were projected to be approximately \$7,400,000 annually. Fiscal year 2020-21 Measure G revenues will be negatively impacted by the COVID-19 Pandemic. Measure G tax collections began July 1, 2020. Measure G taxes do not have an expiration date.

TABLE 11
CITY OF GARDENA
CURRENT SALES AND USE TAX RATES

Component	Tax Rate
State General Fund	7.25%
Los Angeles County	0.25
Measure G ⁽¹⁾	0.75
Measure M	0.50
Measure R	0.50
Proposition C	0.50
Proposition A	0.50
Total	<u>10.25%</u>

Source: City of Gardena

(1) Measure G tax collections began July 1, 2020.

The State's Department of Tax and Fee Administration actual administrative costs with respect to the portion of sales taxes allocable to the City are deducted before distribution and are determined on a quarterly basis.

Effects of COVID-19 Pandemic on Sales Tax Collections. Sales tax revenues have been and will continue to be impacted by the COVID-19 Pandemic. The "Stay at home" order issued by State and the State's reopening process has impacted and will continue to impact consumers' ability (and desire) to go out shopping or to dine out. The City's sales tax receipts for Fiscal Years 2019-20 and 2020-21 are expected to be significantly impacted by the COVID-19 Pandemic, but sales tax collections for fiscal year 2020-21 and future years are expected to increase over fiscal year 2019-20 levels due to the passage of Measure G.

As of the date of this Official Statement, the City projects Measure G tax collections for fiscal year 2020-21 to be approximately \$7.25 million, an amount that is approximately 3% less than the City's initial projection of \$7.4 million. The City's other sales tax collections (excluding Measure G) for 2020-21 are projected at \$11.9 million, an increase of approximately \$0.3 million from fiscal year 2019-20 actual sales tax collections.

On March 30, 2020, the Governor signed an executive order allowing the California Department of Tax and Fee Administration to offer a 90-day extension for sales, use and transactions tax returns and tax

payment for all businesses filing a return for less than \$1 million tax liability. In addition, on April 2, 2020, the Governor announced a one-year sales tax deferral for small businesses limited to \$50,000. See the caption “RISK FACTORS—COVID-19 Pandemic.”

Card Club Revenues

The City currently has two card clubs, the Lucky Lady Casino founded in 1936 and the Hustler Casino founded in 2000 (together, the “Card Clubs”). A Card Club Revenue Fee is collected by the City from the Card Clubs and is set by the City’s Municipal Code at 12% of each card club’s gross revenue. The fee is collected monthly.

The City’s historical Card Club Revenue since fiscal year 2009-10 is shown in the following table.

TABLE 12
CITY OF GARDENA
HISTORICAL CARD CLUB REVENUES

Fiscal Year	Card Club Revenues
2009-10	\$7,660,557
2010-11	7,365,159
2011-12	7,434,236
2012-13	8,394,406
2013-14	9,467,078
2014-15	9,517,550
2015-16	9,057,202
2016-17	8,975,991
2017-18	8,071,001
2018-19	8,101,583
2019-20 ⁽¹⁾	4,718,691
2020-21 ⁽²⁾	4,901,166

Source: City of Gardena

(1) Unaudited.

(2) Budgeted Projection, for discussion, see *Effects of COVID-19 Pandemic on Card Clubs Revenues*.

Effects of COVID-19 Pandemic on Card Club Revenues. While the Lucky Lady Casino had been closed since July 2019 for renovations, the Hustler Casino closed in March 2020 in response to the COVID-19 Pandemic. As a result of closures, the City’s collections of card club revenues was down substantially in fiscal year 2019-20 as compared to historical levels. Unaudited actual collections for fiscal year 2019-20 collections are down approximately \$3.7 million (44%) below budgeted projections from the City’s adopted 2019-20 budget.

Indoor gambling establishments such as the Card Clubs are not permitted to conduct indoor operations in either of the Widespread/Purple or Substantial/Red tiers of the State’s reopening process. Once a County enters the Moderate/Orange tier indoor gambling establishments are permitted to reopen at 25% capacity, with capacity increasing to 50% once the County progresses to the Minimal/Yellow tier. Los Angeles County is currently in the Widespread/Purple Tier.

The card club revenue projections contained in the City’s fiscal year 2020-21 adopted budget and presented in the table above were based on assumptions that the Hustler Casino would reopen on June 19,

2020 and operate at 50% capacity and the Lucky Lady would reopen on October 1, 2020, also operating at 50% capacity. While the Card Clubs have not been able to resume indoor operations due to Los Angeles County's status in the Widespread/Purple tier of the State's reopening process, on October 8 and October 12 the Card Clubs began outdoor operations in compliance with State health directives. The Card Clubs estimate that their outdoor customer capacity will be approximately 85% of indoor capacity. Customers are required to wear masks and physical barriers must separate customers where physical distancing is not possible. The Card Clubs intend to shift operations indoors as State and County guidelines permit.

The City is in the process of revising its 2020-21 budgeted projections for Card Club Revenues as appropriate. The card club revenues for fiscal year 2020-21 may decline from the \$4,901,166 amount projected in the City's 2020-21 budget. No date can be given for when the Card Clubs will be able to resume operations at full capacity.

The City cannot project how and when Los Angeles County will progress through the tiers of the State's reopening process and when the Card Clubs will be able to resume operations.

For additional information about the status of the COVID-19 Pandemic and the state's reopening process, see "RISK FACTORS—COVID-19 Pandemic." For additional information about certain state and federal legislation that may also affect future card club revenues, see "RISK FACTORS – Casino Litigation."

Vehicle License Fees

Vehicle license fees are assessed in the amount of 2% of a vehicle's depreciation market value for the privilege of operating a vehicle on California's public highways. A program to offset (or reduce) a portion of the vehicle license fees ("VLF") paid by vehicle owners was established by Chapter 322, Statutes of 1998. Beginning January 1, 1999, a permanent offset of 25% of the VLF paid by vehicle owners became operative. Various pieces of legislation increased the amount of the offset in subsequent years to the existing statutory level of 67.5% of 2% (resulting in the current effective rate of 0.65%). This level of offset was estimated to provide tax relief of \$3.95 billion in the fiscal year 2003-04.

In connection with the offset of the VLF, the Legislature authorized appropriations from the State general fund to "backfill" the offset so that the local governments, which receive all of the vehicle license fee revenues, would not experience any loss of revenues. The legislation that established the VLF offset program also provided that if there were insufficient general fund moneys to fully backfill the VLF offset, the percentage offset would be reduced proportionately (i.e., the license fee payable by drivers would be increased) to assure that local governments would not be disadvantaged. In June 2003, the State Director of Finance ordered the suspension of VLF offsets due to a determination that insufficient general fund moneys would be available for this purpose, and, beginning in October 2003, VLF paid by vehicle owners were restored to the 1998 level. However, the offset suspension was rescinded by the Governor on November 17, 2003, and offset payments to local governments resumed. Local governments received backfill payments totaling \$3.80 billion in fiscal year 2002-03. Backfill payments totaling \$2.65 billion were expected to be paid to local governments in fiscal year 2003-04. The State-local agreement also provided for the repayment in August 2006 of approximately \$1.2 billion in backfill that was not received by local governments during the time period between the suspension of the offsets and the implementation of higher fees. This repayment obligation was codified by Proposition 1A, which was approved by voters in the November 2004 general election and was repaid early by the State in August 2005. For a description of

Proposition 1A, see “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES, REVENUES AND APPROPRIATIONS—Proposition 1A of 2004.”

Beginning in fiscal year 2004-05, the State-local agreement permanently reduced the VLF rate to 0.65% and replaced the backfill with a like amount of property taxes. Subsequent to fiscal year 2004-05, each city’s “property tax in-lieu of VLF” increased proportionally to increases in such city’s assessed valuation. However, in fiscal years 2004-05 and 2005-06, the State “shifted” \$700 million in city and county taxes to the State’s General Fund.

Other Sources of General Fund Revenues

In addition, the City receives the following General Fund revenues:

Licenses and Permits. The City charges certain permits, licenses and fees for the cost recovery of providing current planning, building inspection, recreation and other municipal services.

Charges for Services. The City charges fees for plan checking, building inspection and a variety of other municipal services.

Fines, Forfeitures and Penalties. These revenues include parking citations and other fines for municipal code violations.

The following table illustrates other revenue sources for the four most recent fiscal years and the budgeted data for the current fiscal year:

**TABLE 13
CITY OF GARDENA
OTHER REVENUE SOURCES**

	Fiscal Year				
	2016-17	2017-18	2018-19	2019-20	2020-21
	Audited	Audited	Audited	Unaudited	Budgeted
Licenses and permits	\$ 1,800,752	\$1,694,670	\$ 1,735,711	\$ 1,646,055	\$1,395,500
Intergovernmental	552,574	506,630	464,588	508,539	573,100
Charges for services	5,155,573	5,070,020	5,270,787	5,501,423	4,943,139
Fines, forfeitures, and penalties	1,012,912	959,626	1,537,714	1,070,462	820,000
Use of money and property	8,168	(18,444)	843,510	836,255	455,000
Miscellaneous	2,245,601	1,080,591	752,900	1,101,505	613,980
TOTAL OTHER REVENUE SOURCES	\$10,775,580	\$9,293,093	\$10,605,210	\$10,664,239	\$8,800,719

Source: City of Gardena Finance Department.

Impact of COVID-19 Pandemic on Other Revenue Sources. Fiscal Years 2019-20 and 2020-21 revenues from charges for services, licenses and permits and fines and forfeitures may be delayed or reduced as compared to prior years. The City has canceled programs that will result in reduced revenue from charges for services. Sources of revenues tied to building or planning activities have slowed due to customer’s responses to the COVID-19 Pandemic and the closure of City Hall to the public. Planning and building activities are still taking place in the City but are on reduced scale compared to the level of prior years. Fines

and forfeitures revenues may be delayed or reduced as the County Court System lacks the capacity to continue its regular collection and remittance of fine and forfeiture payments to local agencies.

Reliance on State Budget

The City does not rely on the State for a material amount of revenues.

The economic uncertainty caused by the COVID-19 outbreak will significantly affect the State's fiscal outlook, including lower capital gains-related tax revenue due to the volatility in the financial markets, the likelihood that a recession is forthcoming due to pullback in activity across wide swaths of the economy, and substantially increased expenditures related to fighting the COVID-19 Pandemic. The City cannot predict the short or long-term impacts that Coronavirus will have on global, State-wide and local economies, which may impact City operations and local property values.

There can be no assurance that future State budget difficulties will not adversely affect the City's revenues or its ability to make payments under the Trust Agreement. See "STATE BUDGET INFORMATION."

OTHER FINANCIAL INFORMATION

Labor Relations

Currently, 338 permanent City employees are covered by negotiated agreements as detailed in the table below.

**TABLE 14
CITY OF GARDENA
NEGOTIATED EMPLOYEE AGREEMENTS**

<u>Bargaining Unit</u>	<u>Contract Expiration Date</u>	<u>Number of Employees</u>
Gardena Municipal Employees Association	5/01/2021	234
Gardena Management Employees Organization	6/30/2021	21
Gardena Police Officers Association	7/31/2021	76
Gardena Police Management	N/A	7
Total		<u>338</u>

Source: City of Gardena

Risk Management

Self-Insurance. The City is self-insured for the first \$500,000 and \$750,000 of each workers' compensation claim for the Bus Line and the City, respectively, \$1,000,000 of each general liability claim and \$500,000 of each Municipal Bus Line claim against the City. In addition, the City carries insurance of individual general liability claims in excess of \$1,000,000 to \$20,000,000 with Allred World National Assurance Co. Additionally, the City has health insurance coverage for the employees and their families with an annual maximum amount of \$1 million for all services.

The City carries stop-loss insurance of individual health benefit claims in excess of \$50,000 to \$950,000 per person per year. At June 30, 2019, \$12,238,048 has been accrued for the City's self-insurance programs, of which \$7,927,681 is considered to be current. Said accruals represent estimates of amounts to be paid for reported claims and incurred but unreported claims based upon past experience, modified for current trends and information. While the ultimate amounts of losses incurred through June 30, 2019 are dependent on future developments, based upon information provided from the City Attorney, outside counsel and others involved with the administration of the programs, City management believes that the aggregate accrual is adequate to cover such losses. For the prior three (3) fiscal years, no settlements exceeded the City's insurance coverage.

Purchased Insurance.

Property Insurance. Several insurance companies underwrite this insurance protection. The City is currently insured according to a schedule of covered property submitted by the City to Travelers Property Casualty Company of America. Total all-risk property insurance coverage is \$67.2 million. There is a \$10,000 per loss deductible.

Crime Insurance. The City purchases crime insurance coverage with a limit of \$200,000 per occurrence. This policy provides coverage for all City employees.

Adequacy of Protection. During the past three fiscal years none of the above programs of protection have had settlements or judgments that exceeded pooled or insured coverage. There have been no significant reductions in insured liability coverage from coverage in the prior year.

See APPENDIX C—COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2019, Note 8.

Employee Retirement Plans

The information set forth below regarding the CalPERS program, other than the information provided by the City regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by either the City or the Underwriters.

Plan Description. All qualified permanent and probationary employees are eligible to participate in the City's Safety Plan (police and fire) and Miscellaneous Plan (all others), agent multiple employer defined benefit pension plans administered by the California Public Employees' Retirement System (CalPERS), which acts as a common investment and administrative agent for its participating member employers. Benefit provisions under the Plans are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided. CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic

Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

Employees Covered. At June 30, 2019 (valuation date), the following employees were covered by the benefit terms for each Plan.

**TABLE 15
CITY OF GARDENA
COVERED EMPLOYEES**

	Miscellaneous	Safety	Safety PEPRA
Active employees	355	76	16
Transferred and terminated employees	359	106	7
Retired employees and beneficiaries	400	235	-
Total	1,114	417	23

Source: City of Gardena 2020 CalPERS Report.

Contributions. Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

The City's contributions to its Miscellaneous and Safety Plans for the past three years is summarized in the following table.

**TABLE 16
CITY OF GARDENA
HISTORICAL PENSION CONTRIBUTIONS**

Fiscal Year Ending June 30,	Miscellaneous Plan	Safety Plans	Total Contributions
2017	\$ 2,317,060	\$ 4,917,350	\$ 7,234,410
2018	2,645,234	5,401,275	8,046,509
2019	3,015,630	6,093,811	9,109,441
2020	4,327,858	6,185,808	10,513,666

Source: City of Gardena 2017-19 CAFRs and City of Gardena.

Changes in the Net Pension Liability. As of June 30, 2018, the City reported a net pension liability for its proportionate share of the net pension liability of \$39,374,169 for the Miscellaneous Plan and \$60,419,894 for the Safety Plan.

The City's net pension liability for the Plans is measured as the proportionate share of the net pension liabilities. The net pension liabilities of the Plans are measured as of June 30, 2019, and the total

pension liabilities for the Plans used to calculate the net pension liabilities were determined by an actuarial valuation as of June 30, 2017, rolled forward to June 30, 2018, using standard update procedures. The City's proportion of the net pension liabilities was based on a projection of the City's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined.

Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions. For the year ended June 30, 2018, the City recognized pension expense of \$6,424,545 for the Miscellaneous Plan and \$10,065,238 for the Safety Plans, respectively. At June 30, 2018, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

TABLE 17
CITY OF GARDENA
DEFERRED OUTFLOWS/INFLOWS OF RESOURCES
FISCAL YEAR 2017-18

	Miscellaneous		Safety	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Contributions subsequent to measurement date	\$ 3,687,336	\$ -	\$ 12,677,559	\$ -
Diff. btw. actual and expected experience	87,751	(233,781)	1,298,219	(4,926)
Changes in assumptions	3,588,903	(555,997)	5,928,245	(799,827)
Net diff. btw. projected and actual earnings on investment	421,684	-	409,071	-
Differences in proportions	-	-	138,244	(1,035,248)
Changes in employer's portion	-	-	779,833	-
Total	7,785,674	(789,778)		

Source: City of Gardena 2018-19 CAFR.

For information concerning the City's pension obligations, including descriptions of the actuarial methods and assumptions, and an explanation of the discount rate used, please see APPENDIX C—COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2019, Note 10.

Funded Status. The following table sets forth a summary of the funding progress for the City's Miscellaneous and Safety Plans for the three most recent actuarial valuation dates.

TABLE 18
CITY OF GARDENA
HISTORICAL PENSION FUNDING PROGRESS

Valuation Date June 30,	Accrued Liability	Market Value of Assets	Unfunded Liability	Funded Ratio	Annual Covered Payroll
Miscellaneous Plan					
2016	\$ 149,032,946	\$ 111,017,255	\$ 38,015,691	74.5	\$ 18,743,701
2017	157,318,451	119,421,685	37,896,766	75.9	19,396,039
2018	171,150,423	125,210,201	45,940,222	73.2	19,564,333
2019	176,818,258	129,519,026	47,299,232	73.2	20,771,996
Safety Plans					
2016	177,953,191	119,709,063	58,244,128	67.3	9,842,510
2017	187,938,069	129,523,687	58,414,382	68.9	9,574,294
2018	203,606,032	138,455,894	65,150,138	68.0	10,041,848
2019	214,079,118	153,010,852	61,068,266	71.5	10,660,610

Source: City of Gardena 2020 CalPERS Report.

Coronavirus Impacts on Pension Obligations. Recent investment losses in the CalPERS portfolio as a result of the general market downturn caused by the COVID-19 Pandemic will likely result in increases in the City's required contributions in future years. The City cannot predict the level of such increases, if any.

As of June 30, 2020, CalPERS estimated that the rate of return for its investment portfolio for the fiscal year was 4.7%. Investment returns below 7% create additional liabilities for public agencies, including the City. Any increase in the unfunded actuarial liability created by the Fiscal Year 2019-20 rate of return will begin affecting the City's UAL costs starting in Fiscal Year 2021-22. Pursuant to CalPERS methodology, the amounts payable will increase annually during the first five years and then level out for the remaining 15 years over which to amortize investment losses.

Actions Taken by CalPERS. At its April 17, 2013, meeting, CalPERS' Board of Administration (the "Board of Administration") approved a recommendation to change the CalPERS amortization and smoothing policies. Prior to this change, CalPERS employed an amortization and smoothing policy that spread investment returns over a 15-year period with experience gains and losses paid for over a rolling 30-year period. As a result, CalPERS now employs an amortization and smoothing policy that will pay for all gains and losses over a 20-year period with a five-year ramp-up, and five-year ramp-down, period. The new amortization and smoothing policy was used for the first time in the June 30, 2013 actuarial valuations in setting employer contribution rates for fiscal year 2015-16.

On February 18, 2014, the Board of Administration approved new demographic actuarial assumptions based on a 2013 study of recent experience. The largest impact, applying to all benefit groups, is a new 20-year mortality projection reflecting longer life expectancies and that longevity will continue to increase. Because retirement benefits will be paid out for more years, the cost of those benefits will increase as a result. The Board of Administration also assumed earlier retirements for Police 3%@50, Fire 3%@55, and Miscellaneous 2.7%@55 and 3%@60, which will increase costs for those groups. As a result of these changes, rates increased beginning in fiscal year 2016-17 (based on the June 30, 2014 valuation) with full impact in fiscal year 2020-21.

On November 18, 2015, the Board of Administration adopted a funding risk mitigation policy intended to incrementally lower its discount rate – its assumed rate of investment return – in years of good investment returns, help pay down the pension fund’s unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. The policy establishes a mechanism to reduce the discount rate by a minimum of 0.05 percentage points to a maximum of 0.25 percentage points in years when investment returns outperform the existing discount rate, which at that time was 7.5%, by at least four percentage points. CalPERS staff modeling anticipates the policy will result in a lowering of the discount rate to 6.5% in about 21 years, improve funding levels gradually over time and cut risk in the pension system by lowering the volatility of investment returns. More information about the funding risk mitigation policy can be accessed through CalPERS’ web site at the following website address: <https://www.calpers.ca.gov/page/newsroom/calpers-news/2015/adopts-funding-risk-mitigation-policy>. *The reference to this Internet website is provided for reference and convenience only. The information contained within the website may not be current, has not been reviewed by the City or the Underwriters and is not incorporated in this Official Statement by reference.*

On December 21, 2016, the Board of Administration voted to lower its discount rate from the current 7.5% to 7.0% over the next three years according to the following schedule.

Fiscal Year	Discount Rate
2017-18	7.375%
2018-19	7.250
2019-20	7.000

For public agencies like the City, the 7.0% discount rate took effect on July 1, 2019. Lowering the discount rate means employers that contract with CalPERS to administer their pension plans will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013, under the Public Employees’ Pension Reform Act will also see their contribution rates rise. The three-year reduction of the discount rate will result in average employer rate increases of about 1 percent to 3 percent of normal cost as a percent of payroll for most miscellaneous retirement plans, and a 2 percent to 5 percent increase for most safety plans. Additionally, many CalPERS employers will see a 30 to 40 percent increase in their current unfunded accrued liability payments. These payments are made to amortize unfunded liabilities over 20 years to bring the pension fund to a fully funded status over the long-term.

CalPERS Amortization Period Reform. On February 13, 2018 the CalPERS Board voted to shorten the period over which actuarial gains and losses are amortized from 30 years to 20 years for new pension liabilities. The new 20-year amortization period begins with new gains or losses accrued starting with the June 30, 2019 actuarial valuations. The first payments on the new 20-year amortization schedule will take place in 2021.

A shorter amortization period will increase annual Unfunded Accrued Liability (“UAL”) contributions for cities that participate in CalPERS so long as CalPERS remains underfunded. The shortened amortization period will also lead to reductions of periods of negative amortization of the UAL, interest cost savings, and faster recoveries of funded status after market downturns.

Cities that participate in CalPERS will also see additional volatility in their future UAL contributions due to market performance as gains or losses will be amortized faster under the new amortization period.

The City cannot currently estimate the impact the shorter amortization period will have on its required contributions for its Miscellaneous and Safety Plans.

Defined Contribution Pension Plan

For all of its part-time employees who are not eligible for coverage under the CalPERS pension plan, the City provides pension benefits through a defined contribution plan. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. The plan is administered as part of the Public Agency Retirement Systems ("PARS"). The PARS Trust Agreement may be amended by a two-thirds majority or greater of the Member Agencies. The plan conforms to the requirements under Internal Revenue Code 401(a) and has received a favorable Letter of Determination from the Internal Revenue Service.

All part-time employees are eligible to participate from the date of employment. Federal legislation requires contributions of at least 7.5 percent to a retirement plan, and City Council resolved to match the employees' contributions up to 3.75 percent. The City's contributions for each employee (and interest earned by the accounts) are fully vested immediately. For the year ended June 30, 2019 the City's payroll covered by the plan was \$654,346. The City made employer contributions in the amount of \$24,143. Participants of the Plan as of June 30, 2019 were 88.

Other Post-Employments Benefits

Plan Description. The City provides retiree healthcare benefits for employees who retire simultaneously from CalPERS and the City and who meet the qualifying criteria negotiated by the various City labor groups. The OPEB plan is a single employer plan with a trust, but without special funding situation, or nonemployer contribution entities. The City offers insurance coverage from Kaiser Permanente and a self-insured PPO.

Miscellaneous employees hired prior to July 1, 2002 must be 55 years of age and have at least 13 years of full-time service with the City. Effective July 1, 2002, miscellaneous (non-management) employees must have at least 20 years of full-time service to qualify. Safety employees must be 50 years of age and have 25 years of full-time service in the police or fire department of the City. In October 2000, City fire services transferred to contracted services with the Los Angeles County Fire District. Postemployment benefits continue only for fire personnel retiring from service prior to that date.

The City's health plan year runs February through January with open-enrollment every January prior to the start of the new plan year. The monthly benefits to be paid by the City are both \$1,167 per month for the calendar years of 2018 and 2019.

Employees Covered. Membership of the plan consisted of 170 retirees and beneficiaries receiving benefits, 0 inactive members entitled to but not yet receiving benefits and 236 active plan members at June 30, 2018, the date of the latest actuarial valuation. Additional employees of GTrans and the Sewer Enterprise also participate in the plan.

Funding Policy. The contribution requirements for plan members and the City are established by an MOU as negotiated by each group or bargaining unit. The required contribution is based on projected pay-as-you-go financing requirements.

OPEB Trust. The City established an OPEB section 115 Trust in June 2019, with the California Employers' Retiree Benefit Trust Fund to facilitate the savings and reduce the retiree health care related liabilities.

Changes In Net OPEB Liability. The following table shows the changes in the City's net OPEB obligation to the Plan (excluding amounts for GTrans and Sewer Enterprise employees):

TABLE 19
CITY OF GARDENA
CHANGE IN NET OPEB LIABILITY
Fiscal Year 2017-18

Transfer to the Sewer Enterprise	\$ (288,000)
Service cost	1,619,506
Interest on OPEB liability	2,141,404
Dif. btw. actual and expected experience	2,253,827
Changes in assumptions	(4,569,074)
Employer contributions	(2,247,465)
Benefits payments	-
Net changes	<u>(1,089,802)</u>
Net OPEB obligation, beginning of the year	59,608,000
Net OPEB obligation, end of the year	<u>58,518,198</u>

Source: City of Gardena 2018-19 CAFR.

The following table shows a 5-year history of the City's outstanding OPEB obligation and covered payroll (excluding amounts for GTrans and Sewer Enterprise employees).

TABLE 20
CITY OF GARDENA
HISTORIC OPEB LIABILITY AND COVERED PAYROLL

Fiscal Year Ending June 30,	Net OPEB Obligation (UAAL)	Covered Payroll	Ratio of UAAL to Covered Payroll
2015	\$74,322,000	\$22,395,000	332%
2016	64,718,000	22,395,000	332
2017	65,056,000	25,976,000	249
2018	59,608,000	25,500,000	233
2019	58,518,198	23,523,270	248

Source: City of Gardena 2015-19 CAFRs.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, investment returns, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the Plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

For information concerning the City's OPEB obligations, including descriptions of the actuarial methods and assumptions, please see APPENDIX C—COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2019, Note 11.

Debt Obligations

Short-Term General Fund-Secured Obligations. The City has no outstanding short-term obligations secured by its General Fund.

Long-Term General Fund-Secured Obligations. In June 2006, the City and the Agency caused the delivery of the \$12,495,000 Certificates of Participation (2006 Refinancing Project), Series A (Taxable) (the "2006A Certificates") and the \$8,515,000 Certificates of Participation (2006 Refinancing Project), Series B (Taxable) (the "2006B Certificates"), both payable by the City from its General Fund. The proceeds of these issues were used to refinance the City's 1999 Certificates of Participation in connection with a Memorandum of Understanding ("MOU") entered into with certain financial institutions. Pursuant to the MOU, the Agency paid the financial institutions \$19.0 million (the "Initial Amount") as prepayment of the 1999 Certificates, of which \$18.0 million were funded by the 2006A Certificates and the 2006B Certificates and the balance of \$1.0 million from other available City funds.

In June 2006, the City and the Agency caused the delivery of the \$3,650,000 Certificates of Participation (2006 Refinancing Project), Series C (Tax-Exempt) (the "2006C Certificates"). The proceeds of this issue were used to defease the City's 1994 Civic Center improvement Certificates of Participation, and were placed in an irrevocable trust to provide for all future debt service payments related to the 1994 issuance.

In January 2007, the South Bay Regional Public Communications Authority issued its Refunding Revenue Bonds, 2007 Series A in the amount of \$2,800,000 (the "2007 SBRPCA Bonds"), for the benefit of the City and payable by the City from its General Fund. The proceeds of the 2007 SBRPCA Bonds of the bonds was to refund the South Bay Regional Public Communications Authority Revenue Bonds, 2001 Series A.

On December 2, 2014, the City of Gardena Financing Authority issued its \$9,110,000 aggregate principal amount of City of Gardena Financing Agency Taxable Lease Revenue Refunding Bonds, Series 2014 (the "2014 Bonds"), to refund the 2006B Certificates

On June 29, 2017, the City entered into a \$1,635,000 Lease Agreement (the "2017 Lease"), to refund the City's 2006C Certificates, the proceeds of this issue were used to defease prior certificates of participation delivered to finance the City's civic center.

The following table shows the City's payment obligations with respect to the 2006A Certificates, the 2007 SBRPCA Bonds, the 2014 Bonds and the 2017 Lease, as of June 30, 2020.

Fiscal Year Ending June 30	2006A Certificates	2007 SBRPCA Bonds	2014 Bonds	2017 Lease	Total
2020	\$ 1,027,848.00	\$ 188,075.00	\$ 505,673.66	\$ 295,978.50	\$ 2,017,575.16
2021	1,023,715.00	187,825.00	503,303.66	295,337.75	2,010,181.41
2022	1,022,508.50	187,325.00	505,933.66	294,593.50	2,010,360.66
2023	1,023,909.50	186,575.00	503,366.16	288,797.50	2,002,648.16
2024	1,022,758.50	185,575.00	505,798.66	287,949.75	2,002,081.91
2025	1,019,055.50	184,325.00	503,033.66	—	1,706,414.16
2026	1,017,641.00	182,825.00	504,709.36	—	1,705,175.36
2027	1,018,196.00	186,075.00	501,147.60	—	1,705,418.60
2028	1,015,561.00	188,825.00	502,585.86	—	1,706,971.86
2029	1,014,576.50	185,881.26	503,786.66	—	1,704,244.42
2030	1,014,923.50	187,681.26	1,229,750.00	—	2,432,354.76
2031	309,570.00	183,968.76	1,549,000.00	—	2,042,538.76
2032	—	—	1,550,250.00	—	1,550,250.00
2033	—	—	1,548,500.00	—	1,548,500.00
2034	—	—	1,543,750.00	—	1,543,750.00
2035	—	—	1,551,000.00	—	1,551,000.00
2036	—	—	1,039,500.00	—	1,039,500.00
Totals	<u>\$11,530,263.00</u>	<u>\$2,234,956.28</u>	<u>\$15,051,088.94</u>	<u>\$ 1,462,657.00</u>	<u>\$30,278,965.22</u>

General Obligation Bonds. The City has no outstanding general obligation bonds.

Overlapping Debt

Set forth below is a direct and overlapping debt report (the “Debt Report”) prepared by California Municipal Statistics, Inc. and effective September 1, 2020. The Debt Report is included for general information purposes only. The City has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the City in whole or in part. Such long-term obligations generally are not payable from revenues of the City (except as indicated) nor are they necessarily obligations secured by land within the City. In many cases, long-term obligations issued by a public agency are payable only from the General Fund or other revenues of such public agency.

The contents of the Debt Report are as follows: (1) the first column indicates the public agencies which have outstanding debt as of the date of the Debt Report and whose territory overlaps the City; (2) the second column shows the respective percentage of the assessed valuation of the overlapping public agencies identified in column 1 which is represented by property located in the City; and (3) the third column is an apportionment of the dollar amount of each public agency’s outstanding debt (which amount is not shown in the table) to property in the City, as determined by multiplying the total outstanding debt of each agency by the percentage of the City’s assessed valuation represented in column 2.

TABLE 21
CITY OF GARDENA
DIRECT AND OVERLAPPING BONDED DEBT
as of September 1, 2020

CITY OF GARDENA

2020-21 Assessed Valuation: \$7,223,980,473

<u>OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 9/1/20</u>
Metropolitan Water District	.221%	\$ 71,228
Los Angeles Community College District	.750	31,095,413
Los Angeles Unified School District	.917	92,422,917
California Statewide Communities Development Authority 1915 Act Bonds	100.000	2,199,000
TOTAL GROSS OVERLAPPING TAX AND ASSESSMENT DEBT		125,788,558
Less: Los Angeles Unified School District supported general obligation bonds		250,616
TOTAL NET OVERLAPPING TAX AND ASSESSMENT DEBT		125,537,942
 <u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
Los Angeles County General Fund Obligations	.423	9,743,817
Los Angeles County Superintendent of Schools Certificates of Participation	.423	19,312
Los Angeles Unified School District Certificates of Participation	.917	1,493,931
City of Gardena General Fund Obligations	100.000	18,475,000 ⁽¹⁾
Los Angeles County Sanitation District No. 5 Authority	5.913	545,977
TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT		30,278,037
Los Angeles Unified School District QZABs supported by periodic payments to investment accounts		88,243
TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT		30,189,794
 GROSS COMBINED TOTAL DEBT		156,066,595 ⁽²⁾
NET COMBINED TOTAL DEBT		155,727,736

Ratios to 2020-21 Assessed Valuation:

Total Overlapping Tax and Assessment Debt	1.74%
Total Direct Debt (\$18,475,000).....	0.26%
Gross Combined Total Debt.....	2.16%
Net Combined Total Debt	2.16%

Source: California Municipal Statistics, Inc.

(1) Excludes Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

INVESTMENT OF CITY FUNDS

Revenues collected by the City will be held and invested by the City in accordance with the provisions of the Trust Agreement.

Funds held by the City are invested in accordance with the City's Statement of Investment Policy (the "Investment Policy") prepared by the Finance Director and the City Treasurer as authorized by section 53601 of the Government Code of California. The Investment Policy is submitted to the City Council annually. The Investment Policy allows for the purchase of a variety of securities and provides for limitations as to exposure, maturity and rating which vary with each security type. The composition of the portfolio will change over time as old investments mature, or are sold, and as new investments are made. Invested funds are managed to insure preservation of capital through high quality investments, maintenance of liquidity and then yield. Further, operating funds may not be invested in any investment with a maturity

greater than five years. The City has never invested in derivatives or reverse repurchase agreements and such investments and instruments are not allowed by City policy.

For more information about the City's investment policy, see APPENDIX D—CITY OF GARDENA INVESTMENT POLICY.

STATE BUDGET INFORMATION

Information regarding the State Budget is regularly available at various State-maintained websites. The fiscal year 2020-21 State Budget further described below can be found at the website of the Department of Finance, www.dof.ca.gov, under the heading "California Budget." Additionally, an impartial analysis of the State's Budgets is posted by the Office of the Legislative Analyst at www.lao.ca.gov. The information referred to is prepared by the respective State agency maintaining each website and not by the City, and neither the City nor the Underwriters takes responsibility for the continued accuracy of the internet addresses or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by these references.

State Budget Process. Through the State budget process, the State enacts legislation that significantly impacts the source, amount and timing of the receipt of revenues by local agencies, including the City. As in recent years, State budget deficits can result in legislation that adversely impacts local agency budgets.

The State's fiscal year begins on July 1 and ends on June 30. The annual budget is proposed by the Governor by January 10 of each year for the next fiscal year (the "Governor's Budget"). Under State law, the annual proposed Governor's Budget cannot provide for projected expenditures in excess of projected revenues and balances available from prior fiscal years. Following the submission of the Governor's Budget, the Legislature takes up the proposal.

Under the State Constitution, money may be drawn from the Treasury only through an appropriation made by law. The primary source of the annual expenditure authorizations is the Budget Act as approved by the Legislature and signed by the Governor. The Budget Act must be approved by a two-thirds majority vote of each House of the Legislature. The Governor may reduce or eliminate specific line items in the Budget Act or any other appropriations bill without vetoing the entire bill. Such individual line item vetoes are subject to override by a two-thirds majority vote of each House of the Legislature.

Appropriations also may be included in legislation other than the Budget Act. Bills containing appropriations (except for K-14 education) must be approved by a two-thirds majority vote in each House of the Legislature and be signed by the Governor. Bills containing K-14 education appropriations only require a simple majority vote. Continuing appropriations, available without regard to fiscal year, may also be provided by statute or the State Constitution.

Funds necessary to meet an appropriation need not be in the State Treasury at the time such appropriation is enacted; revenues may be appropriated in anticipation of their receipt.

Recent State Budgets. Certain information about the State budgeting process and the State Budget is available through several State of California sources. A convenient source of information is the State's website, where recent official statements for State bonds are posted. The references to internet websites

shown below are shown for reference and convenience only; the information contained within the websites has not been reviewed by the City and is not incorporated herein by reference.

The California State Treasurer's Internet home page at www.treasurer.ca.gov, under the heading "Financial Information," posts the State's audited financial statements. In addition, the "Financial Information" section includes the State's Rule 15c2-12 filings for State bond issues. The "Financial Information" section also includes the "Overview of the State Economy and Government, State Finances, State Indebtedness, Litigation" from the State's most current Official Statement, which discusses the State budget and the state budget process in greater detail.

The State Legislative Analyst's Office ("LAO") prepares analyses of the proposed and adopted State budgets. The analyses are accessible on the Legislative Analyst's Internet home page at www.lao.ca.gov under the heading "Products."

2020-21 State Budget. On June 29, 2020, Governor Gavin Newsom signed the State budget for Fiscal Year 2020-21 (the "2020-21 Budget"). While the Governor's initial budget projections in January 2020 projected a budget surplus of \$5.6 billion, the 2020-21 Budget addresses a projected budget deficit of \$54.3 billion, representing a four-month swing of approximately \$60 billion caused primarily by the effects of the COVID-19 Pandemic. The 2020-21 Budget projects general fund revenues decreasing by \$9.8 billion compared to 2019-20 levels due in part to a combination of projected decreases of nearly 20% in income tax collections and sales and use tax collections. The 2020-21 Budget cuts general fund expenditures by \$13.0 billion compared to 2019-20 levels with substantial cuts to spending on K-12 and higher education, legislative, judicial, executive functions and general reductions in governmental operations.

While the State anticipates future federal COVID-19 Pandemic funding relief, should such additional relief not be forthcoming the State will face additional restrictions and deferrals.

For additional information regarding the 2020-21 Budget, please see the Department of Finance website at ebudget.ca.gov. The City can take no responsibility for the continued accuracy of the above-referenced internet address as for the or for the accuracy, completeness, or timeliness of information posted therein, and such information is not incorporated herein by reference.

The City cannot predict the impact that the 2020-21 Budget or subsequent budgets will have on its own finances and operations. Additionally, the City cannot predict the accuracy of any projections made in the State's 2020-21 Budget.

Future State Budgets. The City receives a portion of its funding from the State. Changes in the revenues received by the State can affect the amount of funding, if any, to be received from the State by the City and other cities in the State.

In addition, the City cannot predict the final outcome of current and future State budget negotiations, the impact that such budgets will have on its finances and operations or what actions will be taken in the future by the State Legislature and Governor to deal with changing State revenues and expenditures. Current and future State budgets will be affected by national and State economic conditions and other factors, including the COVID-19 Pandemic and the associated economic downturn, over which the City has no control. See also "RISK FACTORS—Dependence on State for Certain Revenues."

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES, REVENUES AND APPROPRIATIONS

Article XIII A of the California Constitution

On June 6, 1978, California voters approved an amendment (commonly known as both Proposition 13 and the Jarvis-Gann Initiative) to the California Constitution. This amendment, which added Article XIII A to the California Constitution, among other things affects the valuation of real property for the purpose of taxation in that it defines the full cash property value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under "full cash value," or thereafter, the appraised value of real property newly constructed, or when a change in ownership has occurred after the 1975 assessment." The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or a reduction in the consumer price index or comparable local data at a rate not to exceed 2% per year, or reduced in the event of declining property value caused by damage, destruction or other factors including a general economic downturn. The amendment further limits the amount of any ad valorem tax on real property to one percent of the full cash value except that additional taxes may be levied to pay debt service on indebtedness approved by the voters prior to July 1, 1978, and bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978 by two-thirds of the votes cast by the voters voting on the proposition.

Legislation enacted by the California Legislature to implement Article XIII A provides that all taxable property is shown at full assessed value as described above. In conformity with this procedure, all taxable property value included in this Official Statement (except as noted) is shown at 100% of assessed value and all general tax rates reflect the \$1 per \$100 of taxable value. Tax rates for voter approved bonded indebtedness and pension liability are also applied to 100% of assessed value.

The voters of the State subsequently approved various measures which further amended Article XIII A. One such amendment generally provides that the purchase or transfer of (i) real property between spouses or (ii) the principal residence and the first \$1,000,000 of the Full Cash Value of other real property between parents and children, do not constitute a "purchase" or "change of ownership" triggering reappraisal under Article XIII A. Other amendments permitted the State Legislature to allow persons over the age of 55 who meet certain criteria or "severely disabled homeowners" who sell their residence and buy or build another of equal or lesser value within two years in the same county, to transfer the old residence's assessed value to the new residence. Other amendments permit the State Legislature to allow persons who are either 55 years of age or older, or who are "severely disabled," to transfer the old residence's assessed value to their new residence located in either the same or a different county and acquired or newly constructed within two years of the sale of their old residence.

In the November 1990 election, the voters approved an amendment of Article XIII A to permit the State Legislature to exclude from the definition of "new construction" certain additions and improvements, including seismic retrofitting improvements and improvements utilizing earthquake hazard mitigation technologies constructed or installed in existing buildings after November 6, 1990.

Article XIII A has also been amended to provide that there would be no increase in the Full Cash Value base in the event of reconstruction of the property damaged or destroyed in a disaster.

Section 51 of the Revenue and Taxation Code permits county assessors who have reduced the assessed valuation of a property as a result of natural disasters, economic downturns or other factors, to

subsequently “recapture” such value (up to the pre-decline value of the property) at an annual rate higher than 2%, depending on the assessor’s measure of the restoration of value of the damaged property.

Section 4 of Article XIII A also provides that cities, counties and special districts cannot, without a two-thirds vote of the qualified electors, impose special taxes, which has been interpreted to include special fees in excess of the cost of providing the services or facility for which the fee is charged, or fees levied for general revenue purposes.

Both the California State Supreme Court and the United States Supreme Court have upheld the validity of Article XIII A.

Article XIII B of the California Constitution

On November 6, 1979, California voters approved Proposition 4, the Gann Initiative, which added Article XIII B to the California Constitution. In June 1990, Article XIII B was amended by the voters through their approval of Proposition 111. Article XIII B of the California Constitution limits the annual appropriations of the State and any city, county, school district, authority or other political subdivision of the State to the level of appropriations for the prior fiscal year, as adjusted annually for changes in the cost of living, population and services rendered by the governmental entity. The “base year” for establishing such appropriation limit is fiscal year 1978-79. Increases in appropriations by a governmental entity are also permitted (1) if financial responsibility for providing services is transferred to the governmental entity, or (2) for emergencies so long as the appropriations limits for the three years following the emergency are reduced to prevent any aggregate increase above the Constitutional limit. Decreases are required where responsibility for providing services is transferred from the government entity.

Appropriations subject to Article XIII B include generally any authorization to expend during the fiscal year the proceeds of taxes levied by the State or other entity of local government, exclusive of certain State subventions, refunds of taxes, benefit payments from retirement, unemployment insurance and disability insurance funds. Appropriations subject to limitation pursuant to Article XIII B do not include debt service on indebtedness existing or legally authorized as of January 1, 1979, on bonded indebtedness thereafter approved according to law by a vote of the electors of the issuing entity voting in an election for such purpose, appropriations required to comply with mandates of courts or the Federal government, appropriations for qualified outlay projects, and appropriations by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990 levels. “Proceeds of taxes” include, but are not limited to, all tax revenues and the proceeds to any entity of government from (1) regulatory licenses, user charges, and user fees to the extent such proceeds exceed the cost of providing the service or regulation, (2) the investment of tax revenues and (3) certain State subventions received by local governments. As amended by Proposition 111, the appropriations limit is tested over consecutive two-year periods. Any excess of the aggregate “proceeds of taxes” received by the City over such two-year period above the combined appropriations limits for those two years is to be returned to taxpayers by reductions in tax rates or fee schedules over the subsequent two years.

As amended in June 1990, the appropriations limit for the City in each year is based on the limit for the prior year, adjusted annually for changes in the costs of living and changes in population, and adjusted, where applicable, for transfer of financial responsibility of providing services to or from another unit of government. The change in the cost of living is, at the City’s option, either (1) the percentage change in California per capita personal income, or (2) the percentage change in the local assessment roll for the jurisdiction due to the addition of nonresidential new construction. The measurement of change in

population is a blended average of statewide overall population growth, and change in attendance at local school and community college ("K-14") districts.

Article XIII B permits any government entity to change the appropriations limit by vote of the electorate in conformity with statutory and Constitutional voting requirements, but any such voter-approved change can only be effective for a maximum of four years.

Articles XIII C and XIII D (Proposition 218) of the California Constitution

On November 5, 1996, the voters of the State approved Proposition 218, a constitutional initiative, entitled the "Right to Vote on Taxes Act" ("Proposition 218"). Proposition 218 added Articles XIII C and XIII D to the California Constitution and contained a number of interrelated provisions affecting the ability of local governments, including the City, to levy and collect both existing and future taxes and assessments, fees and charges.

Article XIII C

Section 2 of Article XIII C requires majority voter approval for the imposition, extension or increase of general taxes and requires two thirds voter approval for the imposition, extension or increase of special taxes. These voter approval requirements of Article XIII C reduce the flexibility of the City to raise revenues by the levy of general or special taxes and, given such voter approval requirements, no assurance can be given that the City will be able to enact, impose, extend or increase any such taxes in the future to meet increased expenditure requirements.

Although a portion of the City's General Fund revenues are derived from general taxes purported to be governed by Proposition 218, all of such taxes were either imposed, extended or increased prior to the effective date of Proposition 218 or in accordance with the requirements of Proposition 218. No assurance can be given that the voters of the City will not, in the future, approve an initiative or initiatives which reduce or repeal local taxes, assessments, fees or charges, such as the TOT, Proposition 172 revenues, or storm water fees which support the City's General Fund. TOT and other local taxes, assessments, fees and charges, could be subject to reduction or repeal by initiative under Proposition 218.

Section 3 of Article XIII C expressly extends the initiative power to give voters the power to reduce or repeal local taxes, assessments, fees and charges, regardless of the date such taxes, assessments, fees or charges were imposed. Section 3 expands the initiative power to include reducing or repealing assessments, fees and charges that had previously been considered administrative rather than legislative matters and therefore beyond the initiative power. This extension of the initiative power is not limited by the terms of Article XIII C to fees imposed after November 6, 1996, the effective date of Proposition 218, and absent other legal authority could result in the reduction in any existing taxes, assessments or fees and charges imposed prior to November 6, 1996.

"Fees" and "charges" are not expressly defined in Article XIII C or in SB 919, the Proposition 218 Omnibus Implementation Act enacted in 1997 to prescribe specific procedures and parameters for local jurisdictions in complying with Article XIII C and Article XIII D ("SB 919"). However, on July 24, 2006, the California Supreme Court ruled in *Bighorn-Desert View Water Agency v. Virjil (Kelley)* (the "Bighorn Decision") that charges for ongoing water delivery are fees and charges within the meaning Section 3 of Article XIII C. The California Supreme Court held that such water service charges may, therefore, be reduced or repealed through a local voter initiative pursuant to Section 3 of Article XIII C. The Bighorn

Decision has been interpreted to mean that ongoing water delivery charges are also property-related fees and charges within the meaning of Article XIID.

In the Bighorn Decision, the Supreme Court stated that nothing in Section 3 of Article XIIC authorizes initiative measures that impose voter-approval requirements for future increases in fees or charges for water delivery. The Supreme Court stated that water providers may determine rates and charges upon proper action of the governing body and that the governing body may increase a charge which was not affected by a prior initiative or impose an entirely new charge.

The Supreme Court further stated in the Bighorn Decision that it was not holding that the initiative power is free of all limitations and was not determining whether the initiative power is subject to the statutory provision requiring that water and wastewater service charges be set at a level that will pay debt service on bonded debt and operating expenses. Such initiative power could be subject to the limitations imposed on the impairment of contracts under the contract clause of the United States Constitution. Additionally, SB 919 provides that the initiative power provided for in Proposition 218 "shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after (the effective date of Proposition 218) assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights" protected by the United States Constitution.

Article XIIC also removes many of the limitations on the initiative power in matters of reducing or repealing any local tax, assessment, fee or charge. No assurance can be given that the voters of the City will not, in the future, approve an initiative or initiatives which reduce or repeal local taxes, assessments, fees or charges currently comprising a substantial part of the City's General Fund. "Assessments," "fees" and "charges" are not defined in Article XIIC, and it is unclear whether these terms are intended to have the same meanings for purposes of Article XIIC as for Article XIID described below. If not, the scope of the initiative power under Article XIIC potentially could include any General Fund local tax, assessment, or fee not received from or imposed by the federal or State government or derived from investment income.

If the City is unable to continue to collect assessment revenues for a particular program, the program might have to be curtailed and/or funded by the City's General Fund. Given the approval requirements imposed by Article XIID, the City is unable to predict whether it will be able to continue to collect assessment revenues for these programs. If the City chose to fund any such programs from the General Fund instead, the General Fund budget would be affected.

Article XIID

Article XIID defines a "fee" or "charge" as any levy other than an ad valorem tax, special tax, or assessment imposed by an agency upon a parcel or upon a person as an incident of property ownership, including a user fee or charge for a property-related service. A "property-related service" is defined as "a public service having a direct relationship to a property ownership" herein. Article XIID further provides that reliance by an agency on any parcel map (including an assessor's parcel map) may be considered a significant factor in determining whether a fee or charge is imposed as an incident of property ownership. In the Bighorn Decision, the Supreme Court stated that ongoing water delivery charges are also property-related fees and charges within the meaning of Article XIID.

Article XIID requires that any agency imposing or increasing any property-related fee or charge must provide written notice thereof to the record owner of each identified parcel upon which such fee or charge is to be imposed and must conduct a public hearing with respect thereto. The proposed fee or charge

may not be imposed or increased if a majority of owners of the identified parcels file written protests against it. As a result, if and to the extent that a fee or charge imposed by a local government for water service is ultimately determined to be a "fee" or "charge" as defined in Article XIID, the local government's ability to increase such fee or charge may be limited by a majority protest.

In addition, Article XIID also includes a number of limitations applicable to existing fees and charges including provisions to the effect that (i) revenues derived from the fee or charge shall not exceed the funds required to provide the property-related service; (ii) such revenues shall not be used for any purpose other than that for which the fee or charge was imposed; (iii) the amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel; and (iv) no such fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question. Property-related fees or charges based on potential or future use of a service are not permitted.

Depending on the interpretation of what constitutes a "property-related fee" under Article XIID, there could be future restrictions on the ability of the City's General Fund to charge its enterprise funds for various services provided. In the event that fees and charges of enterprise funds cannot be appropriately increased or are reduced pursuant to exercise of the initiative power, the City may have to decide whether to supplement any deficiencies in these enterprise funds with moneys from the General Fund or to curtail service, or both.

The interpretation and application of Proposition 218 will ultimately be determined by the courts or through implementing legislation with respect to a number of the matters described above, and it is not possible at this time to predict with certainty the outcome of such determination or the nature or scope of any such legislation.

Both Articles XIIB and XIIC, as well as Articles XIID and XIIE described above, were adopted as measures that qualified for the ballot pursuant to California's constitutional initiative process. From time to time other initiative measures could be adopted, affecting the ability of the City to increase revenues and to increase appropriations.

Proposition 62

Proposition 62 was adopted by the voters at the November 4, 1986, general election which (a) requires that any new or higher taxes for general governmental purposes imposed by local governmental entities such as the City be approved by a two-thirds vote of the governmental entity's legislative body and by a majority vote of the voters of the governmental entity voting in an election on the tax, (b) requires that any special tax (defined as taxes levied for other than general governmental purposes) imposed by a local government entity be approved by a two-thirds vote of the voters of the governmental entity voting in an election on the tax, (c) restricts the use of revenues from a special tax to the purposes or for the service for which the special tax was imposed, (d) prohibits the imposition of ad valorem taxes on real property by local governmental entities except as permitted by Article XIIB of the California Constitution, (e) prohibits the imposition of transaction taxes and sales taxes on the sale of real property by local governmental entities, and (f) requires that any tax imposed by a local governmental entity on or after October 15, 1985, be ratified by a majority vote of the voters voting in an election on the tax within two years of the adoption of the initiative or be terminated by November 15, 1988.

On September 28, 1995, the California Supreme Court, in the case of *Santa Clara County Local Transportation Corporation v. Guardino*, upheld the constitutionality of Proposition 62. In this case, the court held that a county-wide sales tax of one-half of one percent was a special tax that, under section 53722 of the Government Code, required a two-thirds voter approval. The county-wide sales tax at issue received an affirmative vote of only 54.1% and was found to be invalid.

Following the California Supreme Court's decision upholding Proposition 62, several actions were filed challenging taxes imposed by public agencies since the adoption of Proposition 62. On June 4, 2001, the California Supreme Court released its decision in one of these cases, *Howard Jarvis Taxpayers Association v. City of La Habra, et al.* ("*La Habra*"). In this case, the court held that public agency's continued imposition and collection of a tax is an ongoing violation, upon which the statute of limitations period begins anew with each collection. The court also held that, unless another statute or constitutional rule provided differently, the statute of limitations for challenges to taxes subject to Proposition 62 is three years. Accordingly, a challenge to a tax subject to Proposition 62 may only be made for those taxes received within three years of the date the action is brought.

Proposition 1A of 2004

The California Constitution and existing statutes give the legislature authority over property taxes, sales taxes and the VLF. The legislature has authority to change tax rates, the items subject to taxation and the distribution of tax revenues among local governments, schools, and community college districts. The State has used this authority for many purposes, including increasing funding for local services, reducing State costs, reducing taxation, addressing concerns regarding funding for particular local governments, and restructuring local finance.

The California Constitution generally requires the State to reimburse the local governments when the State "mandates" a new local program or higher level of service. Due to the ongoing financial difficulties of the State, it has not provided in recent years reimbursements for many mandated costs. In other cases, the State has "suspended" mandates, eliminating both responsibility of the local governments for complying with the mandate and the need for State reimbursements.

The 2004 Budget Act, related legislation and the enactment of Proposition 1A of 2004 (described below) dramatically changed the State-local fiscal relationship. These constitutional and statutory changes implemented an agreement negotiated between the Governor and local government officials (the "State-local agreement") in connection with the 2004 Budget Act.

One change related to the reduction of the VLF rate from 2% to 0.65% of the market value of the vehicle. In order to protect local governments, which had previously received all VLF revenues, the 1.35 percent reduction in VLF revenue to cities and counties from this rate change was backfilled by an increase in the amount of property tax revenues they receive. This worked to the benefit of local governments, because the backfill amount annually increases in proportion to the growth in secured roll property tax revenues, which has historically grown at a higher rate than VLF revenues. Proposition 1A of 2004 requires the State to provide local governments with equal replacement revenues.

On November 3, 2004 the voters of the State approved Proposition 1A ("Proposition 1A of 2004"). Proposition 1A of 2004 amended the State Constitution to, among other things, reduce the Legislature's authority over local government revenue sources by placing restrictions on the State's access to local governments' property tax, sales tax, and VLF revenues as of November 3, 2004. Pursuant to Proposition

1A of 2004, the State is able to borrow up to 8% of local property tax revenues but only if the Governor proclaims such action is necessary due to a severe State fiscal hardship and two-thirds of both houses of the State Legislature approve the borrowing. Any amounts borrowed are required to be repaid within three years. Proposition 1A of 2004 also permits the State to borrow from local property tax revenues for no more than two fiscal years within a period of 10 fiscal years, and only if previous borrowings have been repaid. In addition, the State cannot reduce the local sales tax rate or restrict the authority of the local governments to impose or change the distribution of the statewide local sales tax. Proposition 1A of 2004 generally prohibits the State from mandating activities on cities, counties, or special districts without providing the funding needed to comply with the mandates, and if the State does not provide funding for the activity that has been determined to be mandated, the requirement on cities, counties, or special districts to abide by the mandate is suspended. Proposition 1A of 2004 also expanded the definition of what constitutes a mandate to encompass State action that transfers to cities, counties, and special districts financial responsibility for a required program for which the State previously had partial or complete responsibility. The State mandate provisions of Proposition 1A of 2004 do not apply to schools or community colleges or to mandates relating to employee rights.

Pursuant to statutory changes made in conjunction with amendments to the fiscal year 2008-09 State Budget Act, the fiscal year 2009-10 State Budget Act and related budget legislation adopted by the State Legislature and signed by the Governor in February 2012 (collectively, the "February 2012 Budget Package"), the VLF rate increased from 0.65% to 1.15% effective May 19, 2012. Of this 0.50% increase, 0.35% will flow to the State General Fund, and 0.15% will support various law enforcement programs previously funded by the State General Fund.

Proposition 22

Proposition 22 ("Proposition 22"), which was approved by California voters in November 2010, prohibits the State, even during a period of severe fiscal hardship, from delaying the distribution of tax revenues for transportation, redevelopment, or local government projects and services and prohibits fuel tax revenues from being loaned for cash-flow or budget balancing purposes to the State General Fund or any other State fund. Due to the prohibition with respect to State's ability to take, reallocate, and borrow money raised by local governments for local purposes, Proposition 22 supersedes certain provisions of Proposition 1A of 2004. See " – Proposition 1 A of 2004" herein. In addition, Proposition 22 generally eliminates the State's authority to temporarily shift property taxes from cities, counties, and special districts to schools, temporarily increase schools' and community college districts' share of property tax revenues, prohibits the State from borrowing or redirecting redevelopment property tax revenues or requiring increased pass-through payments thereof, and prohibits the State from reallocating vehicle license fee revenues to pay for State imposed mandates. In addition, Proposition 22 requires a two-thirds vote of each house of the State Legislature and a public hearing process to be conducted in order to change the amount of fuel excise tax revenues shared with cities and counties. The LAO states that Proposition 22 will prohibit the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies.

Proposition 22 prohibits the State from borrowing sales taxes or excise taxes on motor vehicle fuels or changing the allocations of those taxes among local government except pursuant to specified procedures involving public notices and hearings. In addition, Proposition 22 requires that the State apply the formula setting forth the allocation of State fuel tax revenues to local agencies revert to the formula in effect on June 30, 2009. The LAO anticipates that Proposition 22 will require the State to adopt alternative actions to address its fiscal and policy objectives, particularly with respect to short-term cash flow need. The City does

not believe that the adoption of Proposition 22 will have a significant impact on its revenues and expenditures.

Proposition 26

Proposition 26 ("Proposition 26"), which was approved by California voters on November 2, 2010, revises the California Constitution to expand the definition of "taxes." Proposition 26 re-categorizes many State and local fees as taxes and specifies a requirement of two-thirds voter approval for taxes levied by local governments.

Proposition 26 requires the State obtain the approval of two-thirds of both houses of the State Legislature for any proposed change in State statutes, which would result in any taxpayer paying a higher tax. Proposition 26 eliminates the previous practice whereby a tax increase coupled with a tax reduction that resulted in an overall neutral fiscal effect was subject only to a majority vote in the State Legislature. Furthermore, pursuant to Proposition 26, any increase in a fee above the amount needed to provide the specific service or benefit is deemed to be a tax and the approval thereof will require such two-thirds vote of approval to be effective. In addition, for State imposed fees and charges, any fee or charge adopted after January 1, 2010 with a majority vote of approval of the State Legislature which would have required a two-thirds vote of approval of the State Legislature if Proposition 26 were effective at the time of such adoption is repealed as of November 2011 absent the re-adoption by the requisite two-thirds vote.

Proposition 26 amends Article XIII C of the State Constitution to state that a "tax" means a levy, charge or exaction of any kind imposed by a local government, except (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property or the purchase rental or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government as a result of a violation of law; (6) a charge imposed as a condition of property development; or (7) assessments and property related fees imposed in accordance with the provisions of Proposition 218.

Proposition 26 applies to any levy, charge or exaction imposed, increased, or extended by local government on or after November 3, 2010, unless exempted, as stated above. Accordingly, fees adopted prior to that date are not subject to the measure until they are increased or extended or if it is determined that an exemption applies. As of the date hereof, none of the City's fees or charges has been challenged in a court of law in connection with the requirements of Proposition 26.

If the local government specifies how the funds from a proposed local tax are to be used, the approval will be subject to a two-thirds voter requirement. If the local government does not specify how the funds from a proposed local tax are to be used, the approval will be subject to a fifty percent voter requirement. Proposed local government fees that are not subject to Proposition 26 generally are subject to the approval of a majority of the governing body. In general, proposed property charges will be subject to a

majority vote of approval by the governing body although certain proposed property charges will also require approval by a majority of the affected property owners.

Proposition 30

On November 6, 2012, voters approved the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as “Proposition 30”), which temporarily increases the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposes an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2017. Proposition 30 also imposes an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017, for storage, use, or other consumption in the State. This excise tax will be levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending August 1, 2019, Proposition 30 increases the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$340,000 but less than \$408,000 for joint filers), (ii) 2% for taxable income over \$300,000 but less than \$500,000 for single filers (over \$408,000 but less than \$680,000 for joint filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$608,000 for joint filers).

The revenues generated from the temporary tax increases will be included in the calculation of the minimum funding guarantee for school districts and community college districts contained in the State Constitution. From an accounting perspective, the revenues generated from the temporary tax increases will be deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “EPA”). By dedicating the Proposition 30 funds to education, other revenues in the State General Fund are freed up to fund other programs. Proposition 30 also placed into the state Constitution the current statutory provisions transferring 1.0625 percent of the state sales tax to local governments to fund realignment.

Future Initiatives

Articles XIII A, XIII B, XIII C and XIII D, Propositions 62, 1A, 22, 26, and 30 were each adopted as measures that qualified for the ballot pursuant to the State’s initiative process. From time to time, other initiative measures could be adopted, which may place further limitations on the ability of the State, the City or local districts to increase revenues or to increase appropriations which may affect the City’s revenues or its ability to expend its revenues.

RISK FACTORS

This section provides a general overview of certain risk factors which should be considered, in addition to the other matters set forth in this Official Statement, in evaluating an investment in the Bonds. This section is not meant to be a comprehensive or definitive discussion of the risks associated with an investment in the Bonds, and the order in which this information is presented does not necessarily reflect the relative importance of various risks. Potential investors in the Bonds are advised to consider the following factors, among others, and to review this entire Official Statement to obtain information essential to the making of an informed investment decision. Any one or more of the risk factors discussed below, among others, could lead to a decrease in the market value and/or in the marketability of the Bonds. There can be no assurance that other risk factors not discussed herein will not become material in the future.

Bonds are Unsecured General Fund Obligations of the City

The obligation of the City to make debt service payments on the Bonds does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation.

The Trust Agreement does not create a pledge, lien or encumbrance upon the funds of the City. Pursuant to law, the Bonds are payable from any available funds of the City. The City covenants in the Trust Agreement to punctually pay the interest on and principal of every Bond in strict conformity with the terms thereof and of the Trust Agreement. The City is liable and may become liable on other obligations payable from general revenues, some of which may have a priority over payments of the principal of, and interest on, the Bonds, or which the City, in its discretion, may determine to pay prior to the principal of, and interest on, the Bonds.

A variety of national, state or regional factors, which are beyond the control of the City could reduce the City's General Fund revenues or increase the City's General Fund expenditures. If the amounts which the City is obligated to pay in a Fiscal Year exceed the City's revenues for such year, the City may choose to make some payments rather than making other payments, including payments on the Bonds, based on the perceived needs of the City. The same result could occur if, because of California Constitutional limits on expenditures, the City is not permitted to appropriate and spend all of its available revenues or is required to expend available revenues to preserve the public health, safety and welfare. See "STATE CONSTITUTIONAL LIMITATIONS ON CITY REVENUES AND APPROPRIATIONS."

The City has the capacity to enter into other obligations payable from the City's General Fund without the consent of or prior notice to the Owners of the Bonds, and has expressly reserved the right to issue or incur other obligations for any of its corporate purposes. To the extent that additional obligations are incurred by the City, the funds available to make payments of the principal of, , and interest on, the Bonds may be decreased. In the event the City's revenue sources are less than its total obligations, the City could choose to fund other activities before making payment of the principal of, , and interest on, the Bonds. The same result could occur if State constitutional expenditure limitations were to prohibit the City from appropriating and spending all of its otherwise available revenues.

Cash Management

The City has numerous internal or external means to manage its cash flow, including but not limited to interfund borrowing, intrafund borrowing and tax and revenue anticipation notes which may be employed

to the extent the City Council is required to make budget adjustments in order to maintain a balanced budget. If the City does not take required actions and the budget remains out of balance, the cash requirements of the City may exceed available cash flow. The ability of the City to borrow on an interim basis to meet any cash shortfalls also may be limited if the budget remains out of balance for a sustained period of time. The City has the legal authority to issue “warrants” in place of cash to meet various types of expenditures or appropriations as an additional means to manage its cash flow. See “CITY FINANCIAL INFORMATION.”

Concentration of Revenue Source

The City relies on, among other things, the Card Club Revenue Fee imposed on the City’s card clubs. The Card Club Revenue Fee is set by the City’s Municipal Code at 12% of each Card Club’s gross revenue. The Card Club Revenue Fee is a major revenue source for the City and has historically accounted for approximately 10-12% of the City’s total General Fund revenues. While, prior to the COVID-19 Pandemic the card clubs had continued to demonstrate growth, heavy competition from Tribal Government gaming and card clubs in other cities will continue to limit growth in the Card Club Revenues after the COVID-19 Pandemic has subsided. In addition, changes to State law regulating casinos could have an impact on the continued operation of the card clubs. Additional closures of either of the Card Clubs or declines in the revenues of either of the card clubs beyond those already caused by the COVID-19 Pandemic and discussed herein could materially and adversely impact the City’s revenues and could affect the City’s ability to make debt service payments. Such a result could be affected by events not related to the operation of the card clubs, natural disasters or other economic or environmental events occurring outside of their control.

COVID-19 Pandemic

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, has been characterized as a Pandemic (the “COVID-19 Pandemic”) by the World Health Organization and is currently affecting many parts of the world, including the City, California, and the United States. On January 31, 2020, the Secretary of the United States Health and Human Services Department declared a public health emergency for the United States and on March 13, 2020, the President of the United States declared the outbreak of COVID-19 in the United States a national emergency. Subsequently, the President’s Coronavirus Guidelines for America and the United States Centers for Disease Control and Prevention called upon Americans to take actions to slow the spread of COVID-19 in the United States.

The COVID-19 Pandemic has resulted in the imposition of restrictions on mass gatherings and widespread temporary closings of businesses, universities and schools (including schools in the City). The United States is restricting certain non-US citizens and permanent residents from entering the country. In addition, stock markets in the U.S. and globally have been volatile, with significant declines attributed to coronavirus concerns.

On March 4, 2020, the Governor of California proclaimed a state of emergency in California as a result of the threat of COVID-19. Under the California Emergency Services Act, during a state of emergency, the Governor has authority over all agencies of the state government and can exercise the State’s police powers. His powers also include the power to promulgate, issue, and enforce orders and regulations as he deems necessary.

To mitigate the spread of the pandemic, several cities and counties throughout the state (including the City) announced shelter-in-place (“Shelter-in-Place”) emergency orders on March 13, 2020, which generally directed individuals to stay home, except for certain limited travel for the conduct of essential activities and services. Most retail establishments (e.g., restaurants, bars and nightclubs, entertainment venues, gyms, etc.) were closed in response to the Shelter-in-Place order. On March 17, 2020, the County Health Officer issued a Shelter-in-Place order and on March 19, 2020, California’s Governor announced a similar Shelter-in-Place emergency executive order (N 33-20) effective for the entire State.

On August 29, 2020, the Governor announced a new, color-coded statewide system called “Blueprint for a Safer Economy.” The new structure replaces the county monitoring list. The color-coded system became effective as of August 31, 2020. As detailed below, the new system features a color-coded list benchmarked to each county’s rate of new cases per 100,000 residents per day (based on a seven-day average with seven-day lag), the percentage of positive COVID-19 tests, and as of October 6, 2020 a health equity metric targeted to ensure the test positivity rates in disadvantaged neighborhoods do not significantly fall behind overall county test positivity rate. The health equity metric evaluates whether test positivity in neighborhoods in the lowest quartile of the California Health Places Index (HPI) within each County fall within or near an acceptable range from the County’s overall positivity rate. Hospitalizations and capacity at intensive care units are given less weight than under the prior system.

Under the new system, each county is given a designation of “purple” (widespread), “red” (substantial) “orange” (moderate) or “yellow” (minimal) that measures the spread of COVID-19 and dictates what types of businesses and activities are allowed to open in each county.

Each county will be assigned its tier every Tuesday, and a county must remain in a tier for 21 consecutive days before moving to the next one. To move forward, a county must meet the next tier’s criteria for 14 consecutive days. A county can move backwards by failing to meet the criteria for two consecutive weeks, or if state officials see a rapid rise in hospitalizations. County guidelines may override the state’s reopening thresholds, but only if they are stricter.

A brief summary of the four tiers is below:

Purple tier: County risk level is “widespread”

- *Benchmark* - More than seven daily new cases per 100,000 residents, test positivity greater than 8%, or health equity metric > 8%.
- Most non-essential indoor businesses operations are closed, but indoor hair salons and barbershops can reopen effective immediately.
- All retail stores and shopping malls may open at a maximum of 25% capacity.
- **The County is currently in the Purple tier.**

Red tier: County risk level is “substantial”

- *Benchmark* - Four to seven daily new cases per 100,000 residents, test positivity between 5% and 8%, and health equity metric between 8% and 5.2%.
- Some non-essential indoor business operations (office spaces, card rooms) are closed, but gyms, movie theaters and indoor dining can reopen with modifications and capacity limitations.
- Schools can open for in-person instruction two weeks after a county moves from purple to red.

- All retail stores and shopping malls may increase occupancy to a maximum of 50% capacity.

Orange tier: County risk is “moderate”

- Benchmark - One to four daily new cases per 100,000 residents, test positivity between 2% and 5%, and health equity metric between 5.2% and 2.1%.
- Most non-essential indoor business operations including office spaces, card rooms, gyms, movie theaters and indoor dining can reopen with modifications and capacity limitations.
- Bars may open outdoor service with modification.

Yellow tier: County risk is “minimal”

- Benchmark - Less than 1 new daily case per 100,000 residents, test positivity less than 2%, and health equity metric less than 2.1%.
- non-essential indoor business operations (office spaces, card rooms) are closed, but gyms, movie theaters and indoor dining can reopen with modifications. Capacity limitations are increased.
- Bars may open indoors with modifications and capacity limitations.

Additional information about the State’s reopening plans and the County’s current status can be found at the State’s website, www.covid19.ca.gov. Also see the County’s website www.covid19.lacounty.gov for up to date information regarding COVID-19 restrictions in place in the County. Reference to the State’s and the County’s website is included in this Official Statement for general information only and information on such website is not included in this Official Statement by reference to such website.

The Card Clubs have reopened for outdoor operations and have instituted required safety procedures including a face-mask mandate, temperature checks, physical distancing, and reductions in beverage and food services. The Card Clubs in the City will not be able to reopen for indoor operations until the County progresses to the Orange tier of the state’s reopening process. The City’s Card Club Revenues for fiscal year 2020-21 will be negatively impacted. For additional information, see “CITY FINANCIAL INFORMATION–Card Club Revenues” and “Casino Litigation.”

The COVID-19 Pandemic has negatively affected travel, commerce, investment values, and financial markets globally, and is widely expected to continue to negatively affect economic output worldwide and within the City. While federal and state governments (including California) have enacted legislation and taken executive actions seeking to mitigate the negative public health and economic impacts of the Pandemic, the City offers no assurances that these interventions will have the intended effects.

These negative economic impacts may reduce or otherwise negatively affect revenues to the City’s General Fund including declines in sales tax, property tax, and card club revenues as discussed under “CITY FINANCIAL INFORMATION.” The City has developed what it believes to be reasonable budgeted projections of the magnitude of these impacts on its revenues and on its expenditures, the COVID-19 Pandemic is ongoing and the City cannot predict how and when it will be resolved.

The COVID-19 Pandemic has also resulted in reductions in the value of investments of the City’s pension funds and funds for post-employment benefits. Notwithstanding the issuance of the Bonds, if these investment value reductions are not sufficiently and timely reversed, the City may be required to materially increase its contributions to fund or pay pension and other post-employment benefits in the future.

The COVID-19 Pandemic is ongoing, and the ultimate geographic spread of the coronavirus, the duration and severity of the outbreak, and the economic and other of actions that may be taken by governmental authorities to contain the outbreak or to treat its impact are uncertain. The ultimate impact of the COVID-19 Pandemic on the City's operations and finances is unknown. As of the date of this Official Statement, the City does not believe that the impacts of the COVID-19 Pandemic will prevent the City from making payments of principal and interest on the Bonds when due.

Limitation on Remedies; Bankruptcy

The enforceability of the rights and remedies of the Holders of the Bonds are subject to a number of limitations, including bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law), to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against governmental entities in the State.

In addition, the rights and remedies of the Owners may be limited by and are subject to the provisions of federal bankruptcy laws and to other laws or equitable principles that may affect the enforcement of creditors' rights. The City is a governmental unit and therefore cannot be the subject of an involuntary case under the United States Bankruptcy Code (the "Bankruptcy Code"). However, the City is a municipality and therefore may seek voluntary protection from its creditors pursuant to Chapter 9 of the Bankruptcy Code for purposes of adjusting its debts. Should the City file for bankruptcy, there could be adverse effects on the Owners. In two situations in the State, holders of pension obligations bonds issued by cities that participate in CalPERS experienced significant losses in their investment in such pension obligation bonds as a result of the cities subsequently seeking voluntary protection from their creditors pursuant to Chapter 9 of the Bankruptcy Code.

If the City is in bankruptcy, the parties (including the Trustee and the Owners) may be prohibited from taking any action to collect any amount from the City or to enforce any obligation of the City, unless the permission of the bankruptcy court is obtained. These restrictions may also prevent the Trustee from making payments to the holders of the Bonds from funds in the Trustee's possession.

The Bonds are not secured by any property other than the funds that the City has actually deposited with the Trustee, and the City is not obligated to deposit any funds with the Trustee until the third business day prior to the applicable bond payment debt. The Bonds are not secured by the funds in the City treasury allocated to pay debt service on the Bonds. If the City is in bankruptcy, it may not be obligated to make any further deposits with the Trustee, it may not be obligated to make any further allocations to the payment of debt service, and it may not be obligated to turn over to the Trustee any moneys that have been allocated in the City treasury. As a result, the Bonds would likely be treated as unsecured obligations of the City in the bankruptcy case. Under such circumstances, the Owners could suffer substantial losses.

The City may be able, without the consent and over the objection of the Trustee or the Owners, to alter the priority, interest rate, payment terms, maturity dates, payment sources, covenants, and other terms or provisions of the Trust Agreement and the Bonds, as long as the bankruptcy court determines that the alterations are fair and equitable.

There may be delays in payments on the Bonds while the court considers any of these issues. There may be other possible effects of a bankruptcy of the City that could result in delays or reductions in payments

on the Bonds, or result in losses to the Owners. Regardless of any specific adverse determinations in a City bankruptcy proceeding, the fact of a City bankruptcy proceeding could have an adverse effect on the liquidity and value of the Bonds.

Treatment of Pension Obligation Bonds in Recent Municipal Bankruptcies. Recent bankruptcies in the cities of Stockton, San Bernardino and the City of Detroit, Michigan have addressed obligations held by holders of pension obligation securities. In the Stockton bankruptcy the bankruptcy court found that CalPERS was an unsecured creditor of the city with a claim on parity with those of other unsecured creditors. In the San Bernardino bankruptcy, the bankruptcy court held that in the event of a municipal bankruptcy, payments on pension obligation bonds, such as the Bonds, were unsecured obligations and not entitled to the same priority of payments made to CalPERS. A variety of events, including, but not limited to, additional rulings adverse to the interests of bond owners in the Stockton, San Bernardino and Detroit bankruptcy cases or additional municipal bankruptcies, could prevent or materially adversely affect the rights of Beneficial Owners to receive payments on the Bonds in the event the City files for bankruptcy. Accordingly, in the event of bankruptcy, Beneficial Owners may not recover the full amount of principal and interest due on the Bonds.

The opinion to be delivered by Bond Counsel concurrently with the execution and delivery of the Bonds will be subject to various limitations on remedies including those related to bankruptcy and the various other legal opinions to be delivered concurrently with the issuance of the Bonds will be similarly qualified. See APPENDIX G—FORM OF OPINION OF BOND COUNSEL. In the event that the City fails to comply with its covenants under the Trust Agreement or fails to pay debt service payments on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interest of the Beneficial Owners of the Bonds.

Pension Benefit Liability

Many factors influence the amount of the City's pension benefit liabilities, including, without limitation, inflationary factors, changes in statutory provisions of CalPERS retirement system laws, changes in the level of benefits provided or in the contribution rates of the City, increases or decreases in the number of covered employees, changes in actuarial assumptions or methods (including but not limited to the assumed rate of return), and differences between actual and anticipated investment experience of CalPERS. Any of these factors could give rise to additional liability of the City to its pension plans as a result of which the City would be obligated to make additional payments to its pension plans in order to fully fund the City's obligations to its pension plans. It is expected that required contributions to CalPERS will go up in future years.

Geologic Conditions

From time to time, the City has been and could be subject to natural calamities, including, but not limited to, earthquake, flood or wildfire, that may adversely affect economic activity in the City, and which could have a negative impact on City finances.

Like most regions in California, the City is in an area of significant seismic activity. Damage resulting from such an event could have a material adverse effect on the City's financial condition through unexpected recovery costs and reduced tax and other revenues.

Hazardous Substances

One of the most serious risks in terms of the potential reduction in the value or use of a parcel of property is a claim with regard to a hazardous substance. In general, the owners, lessors and/or lessees of a parcel of real property may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar in application. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has contributed to or caused contamination with the hazardous substances. The effect, therefore, should property in the City be affected by a hazardous substance, is to reduce both marketability and the value of property by the costs of remedying the condition. While the City is not currently aware of any such condition, it is possible that such hazardous substance conditions do currently exist and that the City has not been made aware of their existence.

Potential Impact of State of California Financial Condition on the City

During the most recent recession, the State faced a structural deficit that resulted in substantial annual deficits and reductions in expenditures. Although the State has had a budget surplus in the more recent fiscal years, according to the State there remain a number of major risks and pressures that threaten the State's financial condition, including the threat of recession, potential changes to federal fiscal policies and unfunded long-term liabilities of more than \$200 billion related to pensions and other post-retirement benefits. These risks and financial pressures could result in future reductions or deferrals in amounts payable to the City. The State's financial condition and budget policies affect local public agencies throughout California. To the extent that the State budget process results in reduced revenues to the City, the City will be required to adjust its budget. State budget policies can also impact conditions in the local economy and could have an adverse effect on the local economy and the City's major revenue sources.

No prediction can be made by the City as to whether the State will encounter budgetary problems in future fiscal years, and if it were to do so, it is not clear what measures would be taken by the State to balance its budget, as required by law. In addition, the City cannot predict the final outcome of future State budget negotiations, the impact that such budgets will have on City finances and operations or what actions will be taken in the future by the Legislature and the Governor to deal with changing State revenues and expenditures. There can be no assurance that actions taken by the State to address its financial condition will not materially adversely affect the financial condition of the City. Current and future State budgets will be affected by national and State economic conditions and other factors over which the City has no control (see "STATE BUDGET INFORMATION").

Secondary Market Risk

There can be no assurance that there will be a secondary market for purchase or sale of the Bonds, and from time to time there may be no market for them, depending upon prevailing market conditions, the financial condition or market position of firms who may make the secondary market and the financial condition of the City.

Risks Related to Cyber Security

The City relies on computers and technology to conduct its operations. The City and its departments face cyber threats from time to time including, but not limited to, hacking, viruses, malware and other forms of technology attacks. The City owns and operates its own enterprise class data network serving the municipal city government and its operations. The City has retained information technology professionals to support, maintain and protect these operations locally in a purpose-built and physically secure environment. This network and its operations are governed by and in compliance with all applicable governmental regulations as well as the City's own administrative regulations. Within the City's operations and guidance is an active cyber-security program designed to protect from, and to quickly identify and mitigate, a multitude of complex security threats. While no network is completely immune from all possible compromise, the City exercises its due diligence in protecting the data it possesses and the systems it operates. To date, there have been no significant cyber-attacks on the City's computers and technologies.

While the City is routinely maintaining its technology systems and continuously implementing new information security controls, no assurances can be given that the City's security and operational control measures will be successful in guarding against all cyber threats and attacks. The results of any attack on the City's computer and technology could negatively impact the City's operations, and the costs related to such attacks could be substantial.

Casino Litigation

The Lucky Lady Casino and the Hustler Casino are located in the City. The City's ability to make payments on the Bonds will be dependent, in part, upon the willingness and ability of the property taxpayers in the City, including Lucky Lady Casino and the Hustler Casino, to make such payments. Such willingness and ability will be subject to all of the risks generally associated with business operations and may be adversely affected by changes in general economic conditions, regulations, litigation and other similar factors.

In November 2018, the Rincon Band of Luiseno Indians and the Santa Ynez Band of Chumash Indians (collectively, "State Court Cardroom Litigation Plaintiffs") filed a lawsuit in San Diego Superior Court (the "State Court Cardroom Litigation") against several cardrooms located in Southern California, including the Lucky Lady Casino and the Hustler Casino. The State Court Cardroom Litigation Plaintiffs allege that the operation of certain games is contrary to State law under Proposition 1A approved by State voters in 2000 granting an exclusive right to operate certain games to federally-recognized Native American tribes.

In January 2019, the Yocha Dehe Wintun Nation, the Viejas Band of Kumeyaay Nation, and the Sycuan Band of the Kumeyaay Nation (collectively, the "Federal Court Cardroom Litigation Plaintiffs") filed a lawsuit in the United States District Court, Eastern District of California (the "Federal Court Cardroom Litigation") against the State and the Governor of the State. In the Federal Courtroom Litigation, the Federal Court Cardroom Litigation Plaintiffs seek to enforce the exclusive right of federally-recognized Native American tribes to operate certain games to federally-recognized Native American tribes under Proposition 1A approved by State voters in 2000. The City believes that neither Lucky Lady Casino nor the Hustler Casino are named defendants in the Federal Court Cardroom Litigation.

In addition, the State Bureau of Gambling Control (the "Bureau of Gambling Control"), within the Office of the Attorney General of the State, has stated its intent to begin revoking the approval of various

card games played in card clubs, like the Lucky Lady Casino and the Hustler Casino, on the basis that they are contrary to Proposition 1A approved by State voters in 2000. The potential regulatory changes have not been released by the Bureau of Gambling Control and their exact content is unknown. However, the City believes the proposed regulatory changes may impose new restrictions on the types of card games played at the Lucky Lady Casino and the Hustler Casino.

At most card rooms, including the Lucky Lady Casino and the Hustler Casino, an employee acts as the dealer and a representative from a licensed third-party business takes on the role of banker, also known as “the house.” The banker collects from the losers and pays the winners. Card rooms generate revenue by collecting a fee from each player during each hand. The fee is based on the bet limit at each table.

Under the tentative state rules, all players at the table would be required to take turns serving as the banker, switching every two rounds. Players who refuse would be excluded from the game. If no one accepts the role of banker, the game stops, according to the proposed rules.

The Bureau of Gambling Control released the proposed rules in early December 2019 to card room operators and other industry insiders, saying the agency’s commission will consider testimony on the changes during a hearing on December 18, 2019. The City does not know whether the tentative rule change will in fact be adopted.

The City believes that, in the event the State Court Cardroom Litigation Cardroom Litigation is determined adversely as to the Lucky Lady Casino and the Hustler Casino or the Federal Court Cardroom Litigation is determined adversely as to the State, or regulatory changes from the Bureau of Gambling Control are limited or otherwise changed, Lucky Lady Casino and the Hustler Casino may be less able or less willing to make timely payments of property taxes or may petition for reduced assessed valuation causing a delay or interruption in the receipt of certain general fund revenues by the City.

In addition, the City’s casino taxes for fiscal year 2019-20 (\$4,718,691) were derived from business and casino taxes paid by the Lucky Lady Casino and the Hustler Casino. The City projected that it would receive approximately \$4,901,166 in casino taxes for fiscal year 2020-21. The Card Clubs were both closed from March 2020 until October 2020 when both resumed outdoor operations with social distancing and safety measures in place in accordance with state and local regulations. The Card Clubs will be unable to reopen for indoor operation until Los Angeles County progresses to higher tiers of the state’s reopening plan. For additional information, see “CITY FINANCIAL INFORMATION – Card Club Revenues” and “COVID-19 Pandemic.”

In the event the types of card games permitted to be played at the Lucky Lady Casino and the Hustler Casino as a result of the State Court Cardroom Litigation, the Federal Court Cardroom Litigation or regulatory changes from the Bureau of Gambling Control are limited or otherwise changed, it is possible that business and casino taxes derived by the City from the Lucky Lady Casino and the Hustler Casino will decrease. The City believes that any such decrease in the City’s business and casino taxes is unlikely to reduce the City’s ability to provide services to its residents.

The City cannot provide any assurance that the types of card games permitted to be played at the Lucky Lady Casino and the Hustler Casino as a result of the State Court Cardroom Litigation, the Federal Court Cardroom Litigation or regulatory changes from the Bureau of Gambling Control will not be limited or otherwise changed. The extent and timing of any reductions in property tax revenues, business taxes or casino taxes received by the City from the Lucky Lady Casino and the Hustler Casino and any decrease in

assessed values as a result of any reduction in services due to reduction in such business taxes is unknown by the City at this time.

Other factors relating to the Lucky Lady Casino and the Hustler Casino and its property owner may also affect the willingness and ability of the property taxpayers in the City and business and casino taxes received by the City from the Hollywood Park Casino.

Split Roll Initiative

On October 15, 2018, a proposed ballot initiative became eligible for the November 2020 Statewide ballot (the "Proposition 15"). If approved by a majority of voters casting a ballot at the November 2020 Statewide election, Proposition 15 would amend Article XIII A such that the "full cash value" of commercial and industrial real property that is not zoned for commercial agricultural production, for each lien date, would be equal to the fair market value of that property. If passed, Proposition 15 would not affect the "full cash value" of residential property or real property used for commercial agricultural production, which would continue to be subject to annual increases not to exceed 2%. After compensating the State General Fund for resulting reductions in State personal income tax and corporate tax revenues, and compensating cities, counties and special districts for the cost of implementing Proposition 15, approximately 40% of the remaining additional tax revenues generated as a result of Proposition 15 would be deposited into a fund created pursuant to Proposition 15 called the Local School and Community College Property Tax Fund, with such funds being used to supplement, and not replace, existing funding school districts and community college districts receive under the State's constitutional minimum funding requirement.

The City cannot predict whether Proposition 15 will be approved by a majority of voters casting a ballot. If approved, the City cannot make any assurance as to what effect the implementation of Proposition 15 will have on City revenues or the assessed valuation of real property in the City.

Changes in Law

There can be no assurance that the electorate of the State will not at some future time adopt additional initiatives or that the Legislature will not enact legislation that will amend the laws or the Constitution of the State resulting in a reduction of the General Fund revenues of the City and consequently, having an adverse effect on the security for the Bonds.

ABSENCE OF LITIGATION

At the time of delivery of and payment for the Bonds, the City will certify that there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court or regulatory agency, public board, or body pending or threatened against the City affecting the existence or the titles its officers or seeking to restrain or to enjoin the issuance, sale, or delivery of the Bonds, or the application of the proceeds thereof in accordance with the Trust Agreement, or in any way contesting or affecting the validity or enforceability of the Bonds, any agreement entered into between the City and any purchaser of the Bonds, the Trust Agreement or any other applicable agreements or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the

Bonds or any action of the City contemplated by any of said documents, nor, to the knowledge of the City, is there any basis therefor.

CONTINUING DISCLOSURE

Pursuant to the Rule, the City has agreed, for the benefit of holders of the Bonds, to provide certain financial information and operating data relating to the City and the balances of funds relating to the Bonds, by not later than March 31 of each fiscal year commencing with the report for the 2019-20 fiscal year (the “Annual Information”), and to provide notices of the occurrence of certain enumerated events. The Annual Information and notices of enumerated events will be filed by the City with the Municipal Securities Rulemaking Board (the “MSRB”) via its Electronic Municipal Market Access (“EMMA”) system. The nature of the information to be provided in the Annual Information and the notices of enumerated events is set forth in APPENDIX E—FORM OF CONTINUING DISCLOSURE CERTIFICATE.

While over the past five years City has filed its audited financial statements and operating data pursuant to its continuing disclosure undertakings, in certain circumstances such filings have been filed up to 55 days late. Additionally, when such filings were made, the filings were not correctly linked to all relevant CUSIPS and certain elements of the required operating data were not included in the filings. To remedy these issues the City made corrective filings on October 5, 2020.

MUNICIPAL ADVISOR

KNN Public Finance, LLC (the “Municipal Advisor”), is registered as a “Municipal Advisor” with the Securities Exchange Commission and Municipal Securities Rulemaking Board. The Municipal Advisor has assisted the City in connection with the planning, structuring, sale and issuance of the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification of or to assume responsibilities for the accuracy, completeness or fairness of the information contained in this Official Statement not provided by the Municipal Advisor. The fees of the Municipal Advisor in respect to the Bonds are contingent upon their sale and delivery. The Municipal Advisor is an independent advisory firm and not engaged in the business of underwriting, trading or distributing municipal or other public securities.

LEGAL MATTERS

All legal matters in connection with the execution and delivery of the Bonds are subject to the approval of Quint & Thimmig LLP, Gardena, California, Bond Counsel. Bond Counsel’s opinion with respect to the Bonds will be substantially in the form set forth in APPENDIX G—FORM OF OPINION OF BOND COUNSEL. Certain legal matters will also be passed on for the City by Quint & Thimmig LLP, as Disclosure Counsel, and for the Underwriters by their counsel Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California. The fees and expenses of Bond Counsel, Disclosure Counsel and Underwriters’ counsel are contingent upon the execution and delivery of the Bonds.

VALIDATION

On August 4, 2020, the City, acting pursuant to the provisions of sections 860 *et seq.* of the California Code of Civil Procedure, filed a complaint in the Superior Court of the State of California for the County of Los Angeles seeking judicial validation of the Bonds and certain other matters, including the Trust Agreement. On October 1, 2020, the court entered a judgment to the effect, among other things, that the Bonds and were valid, legal and binding obligations of the City. The Trust Agreement was also the subject of the judgment. The time period for the filing of appeals with respect to the judgment has expired and no appeals were filed, therefore the judgment is final and unappealable. In issuing its opinion as to the validity of the Bonds, Bond Counsel has relied upon the entry of the foregoing judgment.

TAX MATTERS

In the opinion of Quint & Thimmig LLP, Bond Counsel, under existing law, interest on the Bonds is exempt from State of California personal income taxes. Bond Counsel expresses no opinion as to any other tax consequences regarding the Bonds. INTEREST ON THE BONDS IS NOT EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES.

The complete text of the final opinion that Bond Counsel expects to deliver upon the delivery of the Bonds is set forth in APPENDIX G—FORM OF OPINION OF BOND COUNSEL.

UNDERWRITING

The Bonds are being purchased by BofA Securities, Inc., Stifel, Nicolaus & Company, Incorporated and Siebert Williams Shank & Co., LLC (collectively, the “Underwriters”). The Underwriters will agree to purchase the Bonds at a price of \$_____ (representing the \$_____ aggregate principal amount of the Bonds, less \$_____ of Underwriters’ discount). The Purchase Agreement relating to the Bonds provides that the Underwriters will purchase all of the Bonds if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in said Purchase Agreement, approval of certain legal matters by counsel and certain other conditions. After a bona fide initial public offering at the price stated on the inside cover page hereof, the Underwriters may offer and sell the Bonds to certain dealers and others at prices lower than the initial public offering price. The offering price may be changed from time to time by the Underwriters.

BofA Securities, Inc., one of the Underwriters, has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPF&S”). As part of this arrangement, BofA Securities, Inc. may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial network of MLPF&S. As part of this arrangement, BofA Securities, Inc. may compensate MLPF&S as a dealer for their selling efforts with respect to the Bonds.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage services. Certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, such services for the City for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the City.

The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

RATING

S&P Global Ratings, a Standard & Poor's Financial Services LLC business ("S&P") has assigned the rating of "____" to the Bonds. Such rating reflects only the view of S&P and any desired explanation of the significance of such rating should be obtained from S&P at the following address: 55 Water Street, New York, NY 10041, (212) 208-8000. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by S&P if, in the judgment of S&P, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price for the Bonds.

FINANCIAL STATEMENTS

The City's Comprehensive Annual Financial Report for fiscal year ended June 30, 2019 is set forth in APPENDIX C—COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY OF GARDENA FOR THE FISCAL YEAR ENDED JUNE 30, 2019. The City's Auditor was not requested to consent to the inclusion of its report in Appendix C and it has not undertaken to update financial statements included in Appendix C. No opinion is expressed by the City's Auditor with respect to any event subsequent to its report.

ADDITIONAL INFORMATION

All of the preceding summaries of the Bonds, the Trust Agreement and other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the City for further information in connection therewith.

This Official Statement does not constitute a contract with the purchasers of the Bonds.

Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive and reference is made to such documents and reports for full and complete statements of the contents thereof.

The City will furnish a certificate dated the date of delivery of the Bonds, from an appropriate officer of the City, to the effect that to the best of such officer's knowledge and belief, and after reasonable investigation, (i) neither the Official Statement nor any amendment or supplement thereto contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; (ii) since the date of the Official Statement, no event has occurred which should have been set forth in an amendment or supplement to the Official Statement which has not been set forth in such an amendment or supplement, and the Bonds, the Trust Agreement and other applicable agreements conform as to form and tenor to the descriptions thereof contained in the Official Statement; and (iii) the City has complied with all the agreements and has satisfied all the conditions on its part to be performed or satisfied under the Trust Agreement at and prior to the date of the issuance of the Bonds.

The execution and delivery of the Official Statement by the City have been duly authorized by the City Council on behalf of the City.

CITY OF GARDENA

By _____
Clint Osorio,
City Manager

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APPENDIX A

SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT

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APPENDIX B

GENERAL, ECONOMIC AND DEMOGRAPHIC INFORMATION RELATING TO THE CITY AND THE COUNTY

The following information concerning the City of Gardena and Los Angeles County is included only for the purpose of supplying general information regarding the City and the County. The Bonds are not a debt of the County, the State or any of its political subdivisions, and none of the County, the State nor any of their political subdivisions, except for the City, are liable therefor.

Although reasonable efforts have been made to include up-to-date information in this Appendix B, some of the information is not current due to delays in reporting of information by various sources. It should not be assumed that the trends indicated by the following data would continue beyond the specific periods reflected herein.

Introduction

City of Gardena. The City of Gardena (the "City") was incorporated on September 11, 1930. The City is located approximately 15 miles south of the Los Angeles and 6 miles southeast of Los Angeles International Airport in the South Bay (southwestern) region of Los Angeles County. The City encompasses an area of approximately 5.9 square miles and has a current population of approximately 60,937 residents. Gardena is bordered by Athens on the north, the Los Angeles neighborhood of Harbor Gateway on the east and south, Torrance on the southwest, Alondra Park on the west, and Hawthorne on the northwest. The City is served by three major freeways and is the home of a mix of aerospace, high tech and various other industries.

Los Angeles County. The County was established by an act of the State Legislature on February 18, 1850 as one of California's original 27 counties. Located in the southern portion of the State, the County covers 4,083 square miles. With a population of over 10 million, its population is the largest of any county in the nation. The County's economy is larger than that of 43 states and all but 20 countries. The County serves as the central trade district for the western United States and the gateway to the Asian economies, as it has evolved into a leader in international commerce and investments.

Population

The table below summarizes population of the City, the County, and the State of California for the last five years.

CITY OF GARDENA, LOS ANGELES COUNTY, and CALIFORNIA Population

Year	City of Gardena	Los Angeles County	State of California
2016	60,864	10,158,196	39,131,307
2017	60,984	10,193,753	39,398,702
2018	61,108	10,209,676	39,586,646
2019	60,892	10,184,378	39,695,376
2020	60,937	10,172,951	39,782,870

Source: California Department of Finance, E-4 Population Estimate for Cities, Counties, and the State, 2011-20, with 2010 Census Benchmark.

Employment

The following table summarizes historical employment and unemployment for the City, the County, the State of California and the United States:

GARDENA, LOS ANGELES COUNTY, CALIFORNIA, and UNITED STATES Civilian Labor Force, Employment, and Unemployment (Annual Averages)

Year	Area	Labor Force	Employment	Unemployment	Unemployment Rate ⁽¹⁾
2015	City of Gardena	29,700	27,700	2,000	6.6%
	Los Angeles County	5,011,700	4,674,800	336,900	6.7
	California	18,981,800	17,798,600	1,183,200	6.2
	United States	157,130,000	148,834,000	8,296,000	5.3
2016	City of Gardena	30,000	28,300	1,600	5.5
	Los Angeles County	5,043,300	4,778,800	264,500	5.2
	California	19,102,700	18,065,000	1,037,700	5.4
	United States	159,187,000	151,436,000	7,751,000	4.9
2017	City of Gardena	30,300	28,800	1,500	4.9
	Los Angeles County	5,123,900	4,883,600	240,300	4.7
	California	19,312,000	18,393,100	918,900	4.8
	United States	160,320,000	153,337,000	6,982,000	4.4
2018	City of Gardena	30,200	28,800	1,400	4.7
	Los Angeles County	5,136,300	4,896,500	239,800	4.7
	California	19,398,200	18,582,800	815,400	4.2
	United States	162,075,000	155,761,000	6,314,000	3.9
2019 ⁽²⁾	City of Gardena	30,400	29,000	1,400	4.5
	Los Angeles County	5,121,600	4,894,300	227,300	4.4
	California	19,411,600	18,627,400	784,200	4.0
	United States	163,539,000	157,538,000	6,001,000	3.7

Source: California Employment Development Department, Monthly Labor Force Data for Counties, Annual Average 2010-19, and US Department of Labor.

(1) The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures available in this table.

(2) Latest available full-year data.

Major Industries in the County

The table below sets forth the ten largest industries by employment in Los Angeles County in 2019.

LOS ANGELES COUNTY 2019 Major Industries

Industry	No. of Employees	% of Total
Trade, Transportation and Utilities	844,200	17.44%
Educational & Health Services	840,300	17.36
Professional & Business Services	627,300	12.96
Government	603,900	12.48
Leisure & Hospitality	555,400	11.47
Manufacturing	344,400	7.11
Information	219,900	4.54
Financial Activities	210,100	4.34
Other Services	164,600	3.40
Construction	157,900	3.26
Total Top 10 Industries	4,568,000	94.36
All Other Industries	272,800	5.64
Total All Industries	4,840,800	100.00

Source: Los Angeles County 2018-19 CAFR.

Construction Activity

The following table reflects the five-year history of building permit valuation for the City and the County:

CITY OF GARDENA Building Permits and Valuation (Dollars in Thousands)

	2015	2016	2017	2018	2019 ⁽¹⁾
<u>Permit Valuation:</u>					
New Single-family	\$ 839	\$ 6,861	\$ 376	\$ 14,200	\$ 1,269
New Multi-family	-	-	1,165	8,969	-
Res. Alterations/Additions	4,271	4,877	5,415	4,480	3,118
Total Residential	5,110	11,739	6,958	27,649	4,388
Total Nonresidential	9,348	7,879	33,285	12,144	2,252
Total All Building	14,459	19,618	40,243	39,793	6,641
<u>New Dwelling Units:</u>					
Single Family	4	44	2	89	14
Multiple Family	-	-	6	42	-
Total	4	44	8	131	14

LOS ANGELES COUNTY Building Permits and Valuation (Dollars in Thousands)

	2015	2016	2017	2018	2019 ⁽¹⁾
<u>Permit Valuation:</u>					
New Single-family	\$ 1,897,829	\$ 2,162,018	\$ 2,352,614	\$ 2,277,101	\$ 1,967,219
New Multi-family	2,843,749	2,774,294	3,257,833	3,222,530	2,961,257
Res. Alterations/Additions	1,641,457	1,639,294	1,757,904	1,941,369	1,625,839
Total Residential	\$6,383,036	\$6,575,607	\$7,368,352	\$7,441,001	\$6,554,315
Total Nonresidential	5,645,372	5,287,623	6,037,502	6,694,097	6,589,601
Total All Building	\$12,028,408	\$11,683,230	\$13,405,855	\$14,135,098	\$13,143,917
<u>New Dwelling Units:</u>					
Single Family	4,487	4,780	5,456	6,070	5,738
Multiple Family	18,405	15,589	17,023	17,152	15,884
Total	22,892	20,469	22,479	23,222	21,622

Source: Construction Industry Research Board: "Building Permit Summary."

Note: Columns may not sum to totals due to independent rounding.

(1) Latest available full year data.

Median Household Income

The following table summarizes the median household effective buying income for the City, the County, the State of California and the nation for the past five years.

**CITY OF GARDENA, LOS ANGELES COUNTY,
STATE OF CALIFORNIA AND UNITED STATES
Median Household Effective Buying Income**

	2015	2016	2017	2018	2019
Gardena	\$ 43,791	\$ 44,198	\$ 46,591	\$ 48,743	\$ 49,967
Los Angeles County	48,950	50,236	54,720	53,831	60,174
California	53,589	55,681	59,646	62,637	65,870
United States	46,738	48,043	50,735	52,841	55,303

Source: Nielsen, Inc

APPENDIX C

**COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY OF GARDENA
FOR THE YEAR ENDED JUNE 30, 2019**

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APPENDIX D

CITY OF GARDENA INVESTMENT POLICY

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APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This CONTINUING DISCLOSURE CERTIFICATE (the "Disclosure Certificate") is executed and delivered by the CITY OF GARDENA (the "City") in connection with the issuance by the City of its \$ _____* City of Gardena (Los Angeles County, California) Taxable Pension Obligation Bonds, Series 2020 (the "Bonds"). The Bonds are being issued pursuant to a trust agreement, dated as of November 1, 2020 (the "Trust Agreement"), by and between the City and U.S. Bank National Association, as trustee (the "Trustee"). The City covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth above and, in the Trust Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 1, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Annual Report Date*" means the date that is nine months after the end of the City's fiscal year (currently March 31 based on the City's fiscal year end of June 30).

"*Dissemination Agent*" shall mean, initially, _____ or any successor Dissemination Agent designed in writing by the City and which has been filed with the then current Dissemination Agent a written acceptance of such designation.

"*Fiscal Year*" means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve-month period selected and designated by the City as its official fiscal year period under a certificate of the City filed with the Trustee.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Official Statement*" means the final official statement executed by the City in connection with the issuance of the Bonds.

"*Participating Underwriter*" means BofA Securities, Inc., Stifel, Nicolaus & Company, Incorporated and Siebert Williams Shank & Co., LLC, collectively, the original underwriters of the Bonds.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

"*Significant Events*" means any of the events listed in Section 5(a) of this Disclosure Certificate.

Section 2. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2- 12(b)(5).

* Preliminary, subject to change.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2021, with the report for fiscal year 2019-20 provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Significant Event under Section 5(c). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City in a timely manner shall provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or prior to the annual filing deadline for Annual Reports provided for in Section 3 above, financial information and operating data with respect to the City for preceding fiscal year, substantially similar to that provided in the Official Statement, as follows:

- (i) general fund revenue sources by type (over \$1,000,000);
- (ii) combined annual contribution (City's share and employees' share) to the Public Employees Retirement System; and
- (iii) adopted general fund budget for the current fiscal year at the time of filing the Annual Report.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Significant Events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (vii) Modifications to rights of security holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the securities, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) The incurrence of a financial obligation of the City or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or other obligated person, any of which affect security holders, if material; or
- (xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City or other obligated person, any of which reflect financial difficulties.

(b) Whenever the City obtains knowledge of the occurrence of a Significant Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Significant Event. Notwithstanding the foregoing, notice of Significant Events described in subsection (a)(viii) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Trust Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(ii), (a)(vii), (a)(viii) (if the event is a bond call), (a)(x), (a)(xiii), (a)(xiv) and (a)(xv) of this Section 5 contain the qualifier “if material.” The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that the City determines the event’s occurrence is material for purposes of U.S. federal securities law. The City intends that the words used in paragraphs (xv) and (xvi) and the definition of “financial obligation” to have the meanings ascribed thereto in SEC Release No. 34-83885 (August 20, 2018) or any further guidance or release provided by the SEC.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(xii) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds.

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days’ written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Trust Agreement for amendments to the Trust Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

The Dissemination Agent shall not be obligated to enter into any amendment increasing or affecting its duties or obligations hereunder.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Significant Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Significant Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Significant Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Significant Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Trust Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) Article IX of the Trust Agreement is hereby made applicable to this Disclosure Certificate as if this Disclosure Certificate were (solely for this purpose) contained in the Trust Agreement. The Dissemination Agent shall be entitled to the protections and limitations from liability afforded to the Trustee thereunder. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Owners and Beneficial Owners from time to time of the Bonds and shall create no rights in any other person or entity.

Date: [Closing Date]

CITY OF GARDENA

By _____
City Manger

ACKNOWLEDGED:

_____, as Dissemination Agent

By _____
Authorized Officer

EXHIBIT A

NOTICE TO EMMA OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Gardena

Name of Issue: City of Gardena (Los Angeles County, California) Taxable Pension Obligation Bonds,
Series 2020

Date of Issuance: [Closing Date]

NOTICE IS HEREBY GIVEN that the Obligor has not provided an Annual Report with respect to the above-named Issue as required by the Continuing Disclosure Certificate, dated [Closing Date], furnished by the Issuer in connection with the Issue. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

_____, as Dissemination Agent

By _____
Title _____

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APPENDIX F

BOOK-ENTRY ONLY SYSTEM

The information in this Appendix F, concerning The Depository Trust Company, New York, New York ("DTC"), and DTC's book-entry system, has been furnished by DTC for use in official statements and the City takes no responsibility for the completeness or accuracy thereof. The City cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest or principal with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation of ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix F. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC. Information Furnished by DTC Regarding its Book-Entry Only System

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds (as used in this Appendix F, the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each maturity of the Securities, in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. Information set forth in such website is not incorporated herein by reference.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit the notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the paying agent or bond trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the paying agent or bond trustee, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the paying agent or bond trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or the paying agent or bond trustee. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

APPENDIX G
FORM OF OPINION OF BOND COUNSEL

[Letterhead of Quint & Thimmig LLP]

[Closing Date]

City of Gardena
1700 West 162nd Street
Gardena, California 90247

OPINION: \$ _____ * City of Gardena (Los Angeles County, California) Taxable Pension Obligation
 Bonds, Series 2020

Members of the City Council:

We have acted as bond counsel to the City of Gardena (the "City") in connection with the issuance by the City of \$ _____ * principal amount of City of Gardena (Los Angeles County, California) Taxable Pension Obligation Bonds, Series 2020 (the "Bonds"), pursuant to the provisions of Articles 9 and 11 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), a Trust Agreement, dated as of [December] 1, 2020, by and between the City and U.S. Bank National Association, as trustee (the "Trust Agreement"), and a resolution adopted by the City Council of the City on July 28, 2020 (the "Resolution"). We have examined the law and such certified proceedings and other papers as we deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Trust Agreement, the Resolution and in the certified proceedings and certifications of public officials and others furnished to us, without undertaking to verify such facts by independent investigation.

Based upon our examination, we are of the opinion, as of the date hereof, that:

1. The City is duly created and validly existing as a general law city and municipal corporation with power to enter into the Trust Agreement, to perform the agreements on its part contained therein and to issue the Bonds.
2. The Bonds constitute legal, valid and binding obligations of the City enforceable in accordance with their terms and payable solely from the sources provided therefor in the Trust Agreement.
3. The Trust Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.
4. Interest on the Bonds is includible in gross income for federal income tax purposes.
5. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

Ownership of the Bonds may result in other tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Bonds.

* Preliminary, subject to change.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Trust Agreement may be subject to the bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and also may be subject to the exercise of judicial discretion in accordance with general principles of equity.

Our opinion represents our legal judgment based upon such review of the law and the facts that we deem relevant to render our opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respetfully submitted,

§ _____
CITY OF GARDENA
(LOS ANGELES COUNTY, CALIFORNIA)
TAXABLE PENSION OBLIGATION BONDS,
SERIES 2020

BOND PURCHASE AGREEMENT

November __, 2020

City of Gardena
1700 West 162nd Street
Gardena, California 90247

Ladies and Gentlemen:

BofA Securities, Inc., on behalf of itself and as representative (the "Representative") of Stifel, Nicolaus & Company, Incorporated and Siebert Williams Shank & Co., LLC (the "Underwriters") hereby offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with the City of Gardena, a duly organized, validly existing and operating local agency (as defined in Section 53570 of the California Government Code) under the laws of the State of California (the "City"), whereby the Underwriters will purchase and the City will sell all (but not less than all) of \$_____ City of Gardena Taxable Pension Obligation Bonds, Series 2020 (the "Bonds") subject to the conditions set forth herein. The Underwriters are making this offer subject to the acceptance by the City at or before 5:00 P.M., California time, on the date hereof. If the City accepts this Purchase Agreement, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the City and the Underwriters. The Underwriters may withdraw this Purchase Agreement upon written notice delivered by the Representative to an Authorized Officer (as defined in the Resolution) of the City at any time before the City accepts this Purchase Agreement. Terms used but not defined in this Purchase Agreement are defined in the Trust Agreement (as defined below).

1. The Bonds shall be issued pursuant to that certain Trust Agreement, dated as of December 1, 2020 (the "Trust Agreement"), by and between the City and U.S. Bank National Association, as trustee (the "Trustee"). The issuance of the Bonds shall be authorized pursuant to a resolution adopted by the City Council on July 28, 2020 and a resolution adopted by the City Council on November 10, 2020 (together, the "Resolution"). The Bonds are being issued to fund certain pension obligations of the City as more fully described in the hereinafter mentioned Official Statement. The City Council of the City will be obligated to make appropriations to pay the Bonds from any source of legally available funds of the City. The City Council will be obligated in each fiscal year to appropriate all amounts from such funds as may be required to pay the aggregate amount of the principal of and interest on the Bonds coming due and payable in such fiscal year. The Bonds do not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation.

The Bonds shall be issued and secured pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Refunding Law") and the Trust Agreement. The Bonds shall be payable as provided in the Trust Agreement.

The City is a member of the California Public Employees' Retirement System ("PERS"), and as such, is obligated by the Public Employees' Retirement Law, constituting Part 3 of Division 5 of Title 2 of the California Government Code (the "Retirement Law"), and the contracts between the Board of Administration of PERS and the City Council of the City, effective ____ (with respect to the City's Safety Plan) and ____ (with respect to the City's Miscellaneous Plan), as amended to date (collectively, the "PERS Contracts"), to make contributions to PERS to (a) fund pension benefits for City employees who are members of PERS, (b) amortize the unfunded accrued actuarial liability with respect to such pension benefits, and (c) appropriate funds for the purposes described in (a) and (b). The Bonds are being issued to (i) finance a portion of the City's unfunded accrued actuarial liability to PERS for the benefit of the City's employees (the "Unfunded Liability"), and (ii) pay the costs of issuance of the Bonds.

The Bonds shall bear interest on _____ 1 and _____ 1 of each year at the rates set forth in Exhibit A, and shall mature in the years, and be subject to redemption as set forth in Exhibit A. The Bonds shall be initially issued in registered form in denominations of \$5,000 or in any integral multiple thereof. The Bonds shall be dated the date of issuance and delivered on December __, 2020, or such other date as mutually agreed upon by the City and the Underwriters (the "Closing Date").

2. The purchase price for the Bonds shall be \$_____ (representing the par amount of the Bonds less an underwriters' discount of \$_____ and shall be paid in full upon delivery to the Underwriters of the Bonds. Payment for the Bonds shall be by immediately available funds. The Underwriters intend to make an initial bona fide public offering of the Bonds at a price or prices described in Exhibit A hereto; provided, however, the Underwriters reserve the right to change such initial public offering prices as the Underwriters deem necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriters at prices lower than the public offering prices or yields greater than the yields set forth therein.

3. The City will undertake pursuant to the Trust Agreement and a Continuing Disclosure Certificate, dated December __, 2020 (the "Continuing Disclosure Certificate"), and executed by the City (in the form set forth in the Preliminary Official Statement and the Official Statement), to provide certain annual information and notices of the occurrence of certain events.

4. The City hereby ratifies the use by the Underwriters of the Preliminary Official Statement, dated November __, 2020 relating to the Bonds (together with the cover page, inside cover page, and all appendices attached thereto and any amendments or supplements thereto, the "Preliminary Official Statement"), and authorizes the Underwriters to use and distribute the Preliminary Official Statement, the Official Statement (as defined below), the Trust Agreement, and all information contained therein; and all other documents, certificates and statements furnished by the City to the Underwriters in connection with the offer and sale of the Bonds by the Underwriters. The City has heretofore "deemed final" the Preliminary Official Statement within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12").

Within seven (7) business days from the date hereof, and in any event not later than two (2) business days before the Closing Date, the City shall deliver to the Underwriters a final Official Statement relating to the Bonds dated the date hereof (such Official Statement, including the cover page, inside cover page, and all appendices attached thereto, is referred to herein as the "Official Statement") in sufficient quantities as the Underwriters may request to comply with Rule 15c2-12, rules of the MSRB and to meet potential customer requests for copies of the Official Statement. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-2, the City shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Representative. The Underwriters agree to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the City, with the MSRB on its Electronic Municipal Markets Access ("EMMA") system. The City hereby agrees to deliver to the Underwriters an electronic copy of the Official Statement in a form that permits the Underwriters to satisfy their obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission ("SEC") including in a word-searchable pdf format including any amendments thereto.

5. The City represents and warrants to the Underwriters that:

(a) The City is a municipal corporation and general law city duly organized and existing pursuant to the Constitution and laws of the State of California and has all necessary power and authority to enter into and perform its duties under the Bonds, the Trust Agreement, the PERS Contract evidencing the City's unfunded accrued actuarial liability as of the date of the Bonds, the Trust Agreement, the Continuing Disclosure Certificate and this Purchase Agreement (collectively, the "City Documents"), and, when executed and delivered by the respective parties thereto, the City Documents will constitute legally valid and binding obligations of the City, enforceable against the City in accordance with their respective terms.

(b) The City Council has duly and validly adopted the Resolution at a meeting of the City Council duly noticed and at which a quorum was present, and the Resolution has not been modified or amended and is in full force and effect, and has duly approved the execution and delivery of the Bonds and the other City Documents, and the performance by the City of its obligations contained therein, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by each of said documents.

(c) The City is not in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, in each case which breach or default has or may have a material adverse effect on the ability of the City to perform its obligations under the City Documents.

(d) The adoption of the Resolution and the execution and delivery by the City of the City Documents and the approval by the City of the Official Statement and compliance with the provisions on the City's part contained in the City Documents, will not conflict with, or result in a violation or breach of, or constitute a default under, any law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject to, which conflict, breach or default

has or may have a material adverse effect on the ability of the City to carry out its obligations under the City Documents, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of City under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument, except as provided by the City Documents.

(e) Except as may be required under the securities or blue sky laws of any state, there is no consent, approval, authorization or other order of, filing with, or certification required by, any regulatory authority having jurisdiction over the City for the consummation by the City of the transactions contemplated by the Resolution and the City Documents.

(f) As of the time of acceptance hereof and as of the date of Closing, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or, to the knowledge of the City, threatened (i) in any way questioning the corporate existence of the City or the titles of the officers of the City to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Bonds, or in any way contesting or affecting the validity of the Bonds or the City Documents or the consummation of the transactions contemplated thereby or contesting the power of the City to enter into the City Documents; (iii) which may result in any material adverse change to the financial condition of the City or to its ability to make payment of principal or redemption price of and interest on the Bonds when due; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clause (i) through (iv) of this sentence.

(g) The City agrees to cooperate with the Underwriters in endeavoring to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriters may request; provided, however, that in no event shall the City be required to take any action which would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject.

(h) Prior to the date hereof, the City has provided to the Underwriters for its review the Preliminary Official Statement, that the City has deemed final for purposes of Rule 15c2-12, has approved the distribution of the Preliminary Official Statement and the Official Statement, and has duly authorized the execution and delivery of the Official Statement (including in electronic form). The Preliminary Official Statement, at the date thereof, and as of the date hereof, did not and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein (other than the information relating to DTC and its book-entry system, as to which no view is expressed), in light of the circumstances under which they were made, not misleading. As of the date hereof and on the Closing, the Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein (other than the information relating to DTC and its book-entry system, as to which no view is expressed), in light of the circumstances under which they were made, not misleading.

(i) The City will advise the Representative promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Representative, which consent will not be unreasonably withheld. The City will advise the Representative promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(j) The financial statements relating to the receipts, expenditures and cash balances of the City as of June 30, 2019 as set forth in the Preliminary Official Statement and in the Official Statement fairly represent the financial position and results of operations of the City as of the dates and for the periods therein set forth in accordance with generally accepted accounting principles. Except as disclosed in the Preliminary Official Statement or the Official Statement, there has not been any materially adverse change in the financial position and results of operations of the City or in its operations since June 30, 2019 and, except as disclosed in the Preliminary Official Statement or the Official Statement, there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(k) If between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, an event occurs which might or would cause the Official Statement (other than information concerning DTC or the book-entry system), as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in light of the circumstances under which it was presented, not misleading, the City will notify the Representative, and, if in the opinion of the City, the Representative or their respective counsel, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will forthwith prepare and furnish to the Representative (at the expense of the City) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading. For the purposes of this subsection, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, the City will furnish such information with respect to itself as the Representative may from time to time reasonably request. As used herein and for the purposes of the foregoing, the term "End of the Underwriting Period" for the Bonds shall mean the earlier of (i) the Closing Date unless the City shall have been notified in writing to the contrary by the Representative on or prior to the Closing Date, or (ii) the date on which the End of the Underwriting Period for the Bonds has occurred under Rule 15c2-12; provided, however, that the City may treat as the End of the Underwriting Period for the Bonds the date specified as such in a notice from the Representative stating the date which is the End of the Underwriting Period.

(l) The City will deliver all opinions, certificates, letters and other instruments and documents reasonably required by the Representative and this Purchase Agreement.

(m) Any certificate of the City delivered to the Representative shall be deemed a representation and warranty by the City to the Underwriters as to the statements made therein.

(n) Between the date of this Purchase Agreement and the date of Closing, the City will not, without the prior written consent of the Representative, and except as disclosed in the

Official Statement, offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent payable from the funds pledged under the Trust Agreement.

(o) The City is not presently and as a result of the execution of the City Documents and the sale of the Bonds will not be in violation of any debt limitation, appropriation limitation or any other provision of the California Constitution or statutes or any additional debt or similar provision of any bond, note, contract or other evidence of indebtedness to which the City is a party or to which the City is bound.

(p) The City will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the City Documents.

(q) The City has not, in the last five years, failed to comply in any material respect in its obligations under any continuing disclosure undertaking entered into pursuant to Rule 15c2-12 except as disclosed in the Preliminary Official Statement and the Official Statement. The City will undertake, pursuant to the Continuing Disclosure Certificate to provide annual reports and notices of certain events in accordance with the requirements of Rule 15c2-12. A form of the Continuing Disclosure Certificate is set forth as Appendix E to the Official Statement.

(r) The default judgment dated _____, 2020 entered in favor of the City in connection with *City of Gardena v. All Persons Interested, etc.* was duly entered, the appeal period has run without any appeal having been filed, and the default judgment is in full force and effect.

6. The Underwriters have entered into this Purchase Agreement in reliance upon the representations, warranties and agreements of the City contained herein, and the opinions of Bond Counsel, Counsel to the Trustee, and City Attorney required hereby. The Underwriters' obligations under this Purchase Agreement are and shall be subject to the conditions set forth in Sections 8 and 9 and elsewhere herein.

7. The obligations of the Underwriters to accept delivery of and pay for the Bonds on the date of the Closing shall be subject, at the option of the Underwriters, to the accuracy in all respects of the statements of the officers and other officials of the City, as well as authorized representatives of the City Attorney, Bond Counsel and the Trustee made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the date of the Closing, and to the delivery of the following documents in form and substance satisfactory to the Representative:

(a) The legal opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel in the form attached to the Official Statement, dated the Closing Date and addressed to the City, and a reliance letter addressed to the Underwriters.

(b) A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Underwriters, substantially to the effect that (i) the Purchase Agreement and the Continuing Disclosure Certificate have been duly executed and delivered by the City and are valid and binding upon the City, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally and to the application of equitable principles; (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement

is exempt from qualification under the Trust Indenture Act of 1939, as amended, and (iii) the statements contained in the Official Statement under the captions "THE SERIES BONDS," "SECURITY FOR THE BONDS," "TAX MATTERS," and "VALIDATION" and in "APPENDIX A – SUMMARY AND CERTAIN PROVISIONS OF THE TRUST AGREEMENT" and "APPENDIX G – FORM OF OPINION OF BOND COUNSEL" (insofar as such statements purport to summarize certain provisions of the Resolution, the validation action with respect to the Bonds, the Bonds, the Trust Agreement, the PERS Contract and the tax status of the Bonds) are accurate in all material respects.

(c) A no-litigation certificate of the City, dated the Closing Date, to the effect that, other than as disclosed in the Official Statement, there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending, or threatened, against the City, nor to the best knowledge and belief of the City is there any basis therefor, to restrain or enjoin the application by the City of its funds as described in the Official Statement as security for the Bonds, or in any way contesting or affecting the validity of any of the City Documents, or contesting the powers of the City to enter into or perform its obligations under any of the foregoing.

(d) A negative assurance letter, dated the Closing Date and addressed to the City and the Underwriters of Quint & Thimmig LLP, as Disclosure Counsel with respect to the Preliminary Official Statement and the Official Statement in the form set forth as Exhibit B hereto;

(e) An opinion of Jones & Mayer LLP, as City Attorney, dated the Closing Date and addressed to the Underwriter, in substantially the form set forth in Exhibit C.

(f) An opinion of counsel to the Underwriters in a form acceptable to the Representative.

(g) A certificate, dated the date of Closing, signed by a duly authorized officer of the City satisfactory in form and substance to the Representative to the effect that: (i) the representations, warranties and covenants of the City contained in this Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of the Closing by the City, and the City has complied with all of the terms and conditions of the Purchase Agreement required to be complied with by the City at or prior to the date of Closing; (ii) to the best of such officer's knowledge, no event affecting the City has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (iii) the information and statements contained in the Official Statement (other than information relating to DTC and its book entry system) did not as of its date and do not as of the Closing contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; (iv) the City is not in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, which would have a material adverse impact on the City's ability to perform its obligations under the City Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a default or an event of default under any

such instrument; and (v) no further consent is required for inclusion of its audited financial statements in the Preliminary Official Statement and the Official Statement;.

(h) An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, to the effect that: (i) the Trustee is a national banking association duly organized and validly existing under the laws of the United States of America, having full power and being qualified to enter into and to perform its duties as Trustee under the Trust Agreement; and (ii) the Trust Agreement has been duly authorized, executed and delivered by the Trustee and assuming due authorization, execution and delivery by the other party thereto, constitutes the legal, valid and binding obligation of the Trustee enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws or equitable principles relating to or limiting creditors' rights generally.

(i) A certificate of the Trustee dated the Closing Date, signed by a duly authorized officer of the Trustee, in form and substance satisfactory to the Underwriter, to the effect that: (i) the Trustee is a national banking association duly organized and in good standing under the laws of the United States of America and has all necessary power and authority to enter into and perform its duties under the Trust Agreement; (ii) the Trustee is duly authorized to enter into the Trust Agreement and to authenticate and deliver the Bonds to the purchaser or purchasers thereof pursuant to the terms of the Trust Agreement; (iii) the Bonds have been duly authenticated and delivered by the Trustee to the purchaser or purchasers thereof pursuant to the Trust Agreement; (iv) the Trustee is not in breach of or default under any law or administrative rule or regulation of the State of California or the United States of America, or of any department, division, agency or instrumentality thereof, or any applicable court or administrative decree or order, or any other instrument to which the Trustee is a party or is otherwise subject or bound and which would materially impair the ability of the Trustee to perform its obligations under the Trust Agreement; (v) the execution and delivery of the Trust Agreement and authentication and delivery of the Bonds will not conflict with or constitute a breach of or default under the Trustee's duties under such documents, or any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Trustee is subject or by which it is bound; (vi) the representations and agreements of the Trustee in the Trust Agreement are true and correct in all material respects as of the Closing Date; and (vii) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, served on, or, to the best knowledge of such officer, threatened against, the Trustee, affecting the existence of the Trustee or the titles of its officers to their respective offices, or in any way contesting or affecting the validity or enforceability of the Trust Agreement against the Trustee, or contesting the power of the Trustee or its authority to enter into, adopt or perform its obligations under the Trust Agreement, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Trust Agreement against the Trustee or the authentication and delivery of the Bonds.

(j) Evidence satisfactory to the Representative that the Bonds have been assigned a long term rating of "___" by S&P Global Ratings, a Standard & Poor's Financial Services LLC business.

(k) Fully executed copies of the City Documents, and a certified copy of the Resolution.

(l) A certificate of the City, dated the date of the Preliminary Official Statement, signed by a duly authorized representative of the City, to the effect that Preliminary Official Statement distributed in connection with the Bonds is "deemed final" within the meaning of Securities and Exchange Commission Rule 15c2-12, as amended ("Rule 15c2-12");

(m) A letter of PERS' actuary with the estimated unfunded accrued actuarial liability of the City with respect to the contributions to PERS to fund pension benefits for certain City employees.

(n) A letter or certificate of PERS acknowledging payment of the Unfunded Liability.

(o) At least one copy of the Official Statement manually executed on behalf of the City by a duly authorized officer of the City, and such reasonable number of certified or conformed copies of the foregoing as the Underwriters may request.

(p) A certified copy of the Validation Judgment (as such term is defined in the Preliminary Official Statement) entered by the Superior Court of the County of Los Angeles in connection with the validity of the Bonds and related matters.

(q) Such additional legal opinions, certificates, instruments and other documents as the Representative or Bond Counsel may reasonably request to evidence compliance by the City with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the City herein and in the Official Statement and the due performance or satisfaction by the City on or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the City.

8. The Underwriters hereby enter into this Purchase Agreement in reliance upon the representations and warranties of the City contained herein and in reliance upon the representations and warranties contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the City of its obligations hereunder, both on the date hereof and as of the Closing Date. Accordingly, the Underwriters' obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder and under such documents and instruments on or prior to the Closing Date, and shall also be subject, at the option of the Representative, to the following additional conditions:

(a) The representations and warranties of the City contained herein shall be true, complete and correct on the Closing Date, as if made on and as of the Closing Date.

(b) On the Closing Date, the City Documents shall have been executed and delivered, shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Representative; and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby.

(c) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices shall not have been materially adversely affected in the judgment of the Representative (evidenced by a written notice to the City terminating

the obligations of the Underwriters to accept delivery of and pay of the Bonds) by reason of any of the following:

(1) Legislation enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under other requirements of the Securities Act of 1933, as amended, or that the Trust Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, including any or all underwriting arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities laws as amended and then in effect.

(2) The withdrawal or downgrading, or placement of "credit watch" or similar status, of any rating of any General Fund obligation of the City by a national municipal bond rating agency.

(3) Any amendment to the United States or California Constitution or action by any United States or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City, its property, income securities (or interest thereon), the validity or enforceability of the Trust Agreement or the Continuing Disclosure Certificate, the State personal income tax exemption of interest on the Bonds or the ability of the City to issue Bonds as contemplated by the Trust Agreement and the Official Statement.

(4) any event shall occur or be discovered which makes untrue any statement or results in an omission to state a material fact necessary to make the statements in the Preliminary Official Statement or the Official Statement, in the light of the circumstances under which they were made, not misleading.

(5) Any outbreak or escalation of hostilities or other national or international calamity or crisis, the effect of such outbreak, escalation, calamity or crisis on the financial markets of the United States being such as in the reasonable judgment of the Representative, would make it impracticable for the Underwriters to market or enforce contracts for the sale of the Bonds, or (i) there shall be in force a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental authority having appropriate jurisdiction, or (ii) a general banking moratorium shall have been declared by either federal, California or New York authorities having jurisdiction, or (iii) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or the charge to the net capital requirements of, underwriters established by the New York Stock Exchange, the Securities and Exchange Commission, any other federal agency of the Congress of the United States, or by Executive Order, or any agency of the State of California having appropriate jurisdiction.

(6) The occurrence of a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, or a material disruption or deterioration in the fixed income or municipal securities market.

(7) Additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

(8) Any adverse event affecting the City occurs which, in the reasonable judgment of the Representative, requires a supplement or amendment to the Official Statement.

9. The Underwriters shall be under no obligation to pay, and the City shall pay or cause to be paid out of the proceeds of the Bonds, expenses and costs of the City incident to the performance of its obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriter, including the costs of printing or reproduction of the Bonds, the City Documents and the Official Statement in reasonable quantities, fees and expenses of any consultants, accountants, actuaries, financial advisors or other experts the City has retained in connection with the Bonds, fees of rating agencies, advertising expenses, fees and expenses of the Trustee and its counsel and fees and expenses of counsel to the City, Bond Counsel and Disclosure Counsel, shall be paid by the City from the proceeds of the Bonds or other revenues of the City. The City shall be solely responsible for and shall pay for any expenses incurred by the Underwriters on behalf of the City's employees and representatives which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging, and entertainment of those employees and representatives. Except as indicated above, all out-of-pocket expenses of the Underwriters, including traveling and expenses of selling the Bonds, California Debt and Investment Advisory Commission fees, any fees charged by the MSRB, Blue Sky fees and the fees and expenses of counsel to the Underwriters, shall be paid by the Underwriters (which may be included as an expense component of the underwriter's discount). Notwithstanding that the California Debt and Investment Advisory Commission fees are solely the legal obligation of the Underwriters, the City agrees to reimburse the Underwriters for such fees as an expense component of the underwriter's discount. The City acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

10. Any notice or other communication to be given to the Underwriters may be given by delivering the same to BofA Securities, Inc., 555 California Street, Suite 1160, San Francisco, CA 94104, Attention: Holly Vocal, Director, phone: (415) 913-2327, e-mail: holly.vocal@bofa.com. Any notice or other communication to be given to the City may be given by delivering the same to addresses initially provided herein, Attention: City Manager with respect to the City. The approval of the Underwriters when required hereunder or the determination of satisfaction as to any document referred to herein shall be in writing signed by the Representative and delivered to you.

11. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which such counterparts shall together constitute but one and the same instrument.

12. This Purchase Agreement is made solely for the benefit of the City and the Underwriters (including the successors or assigns of the Underwriters) and no other persons,

partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. All covenants and representations of the City in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriters and shall survive the delivery of and payment for the Bonds.

13. This Purchase Agreement shall be governed by the laws of the State of California applicable to contracts made and performed in such State.

14. The City acknowledges and agrees that: (i) the Underwriters are not acting as municipal advisors within the meaning of Section 15B of the Securities Exchange Act, as amended; (ii) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the City and the Underwriters and the Underwriters have financial and other interests that differ from those of the City; (iii) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the City and have not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the City on other matters); (iv) the only obligations the Underwriters have to the City with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; and (v) the City has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

The City hereby further acknowledges and agrees that the Underwriters and their affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The Underwriters and their affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the City, for which it received or will receive customary fees and expenses. In the ordinary course of its various business activities, the Underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the City.

15. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and the Representative and shall be valid and enforceable as of the time of such acceptance.

16. The City hereby irrevocably waives to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Purchase Agreement or the transactions contemplated hereby.

17. This Purchase Agreement shall be governed by the laws of the State of California. This Purchase Agreement shall not be assigned by either party hereto.

18. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds by the City and represents the entire agreement of the parties as to the subject matter herein.

Respectfully submitted.

BOFA SECURITIES, INC., as Representative

By: _____
Holly Vocal
Director

Approved and accepted by the
CITY OF GARDENA

By: _____

EXHIBIT A

\$ _____
City of Gardena
(Los Angeles County, California)
Taxable Pension Obligation Bonds
Series 2020

\$ _____ Serial Bonds

<i>Maturity Date</i> <i>(April 1)</i>	<i>Principal</i> <i>Amount</i>	<i>Interest Rate</i>	<i>Price</i>
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\$ _____ Term Bond due April 1, 20__ Interest Rate: _____%; Price: _____

Redemption

[TO COME]

EXHIBIT B
FORM OF BOND COUNSEL NEGATIVE ASSURANCE LETTER

EXHIBIT C
FORM OF CITY ATTORNEY OPINION

_____, 2020

City of Gardena
Gardena, California

BofA Securities, Inc., as Representative
Los Angeles, California

\$ _____
CITY OF GARDENA
(LOS ANGELES COUNTY, CALIFORNIA)
TAXABLE PENSION OBLIGATION BONDS,
SERIES 2020

Ladies and Gentlemen:

We have acted as counsel to the City of Gardena (the "City") in connection with the issuance and sale by the City of \$ _____ aggregate principal amount of its City of Gardena Taxable Pension Obligation Bonds, Series 2020 (the "Bonds"). We have examined and relied upon originals (or copies certified or otherwise identified to our satisfaction) of such documents, records and other instruments as we deem necessary or appropriate for the purposes of this opinion, including, without limitation: (i) those documents relating to the existence, organization and operation of the City; (ii) Resolution No. _____, adopted by a majority of the City Council of the City (the "City Council") on _____, 2020 (the "Resolution"); (iii) all necessary documentation of the City relating to the authorization, execution and delivery of the Trust Agreement, dated as of _____ 1, 2020 (the "Trust Agreement"), between the City and U.S. Bank National Association, as trustee; (iii) the default judgment dated _____, 2020, entered in favor of the City in connection with *City of Gardena v. All Persons Interested, etc.*, Case No. _____ filed in the Superior Court of California, County of Los Angeles; (iv) the Purchase Agreement, dated _____, 2020 (the "Purchase Agreement"), executed by BofA Securities, Inc., as representative of the Underwriters named therein (the "Representative"), and accepted by the City; (v) the Preliminary Official Statement, dated _____, 2020 (the "Preliminary Official Statement"), relating to the Bonds; (vi) the Official Statement, dated _____, 2020 (the "Official Statement"), relating to the Bonds; (vii) the Continuing Disclosure Certificate, dated _____, 2020 (the "Continuing Disclosure Certificate"), of the City; and (viii) such other records, documents, certificates, opinions, and other matters as are in our judgment necessary or appropriate to enable us to render the opinions expressed herein. All capitalized terms used herein and not otherwise defined shall have the meaning given to such terms as set forth in the Trust Agreement.

Based on the foregoing, and with regard to State of California (the "State") law and United States federal law, we are of the opinion that:

The City is a general law city and municipal corporation of the State, duly organized and validly existing pursuant to the Constitution and laws of the State.

The resolution of the City approving and authorizing the execution and delivery of the Bonds, the Trust Agreement, the Purchase Agreement, and the Continuing Disclosure Certificate (collectively, the "City Documents") and approving and authorizing the issuance of the Bonds and the delivery of the

Official Statement and other actions of the City was duly adopted at a meeting of the governing body of the City which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the resolution is now in full force and effect and has not been amended or superseded in any way.

Except as disclosed in the Preliminary Official Statement and in the Official Statement, there is no action, suit or proceeding pending, or to the best of our knowledge, threatened against the City to (i) restrain or enjoin the execution or delivery of the City Documents (ii) in any way contesting or affecting the validity of the City Documents, the Resolution or the authority of the City to enter into the City Documents, or (iii) in any way contesting or affecting the powers of the City in connection with any action contemplated by the Official Statement, the Resolution or the City Documents.

The execution and delivery of the City Documents and compliance with the provisions thereof, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the City is subject, which breach or default has or may have a material adverse effect on the ability of the City to perform its obligations under the City Documents.

No authorization, approval, consent, or other order of the State or any other governmental body within the State is required for the valid authorization, execution and delivery of the City Documents or the consummation by the City of the transactions on its part contemplated therein, except such as have been obtained and except such as may be required under state securities or blue sky laws in connection with the purchase and distribution of the Bonds by the Underwriter.

Very truly yours,

CONTINUING DISCLOSURE CERTIFICATE

This CONTINUING DISCLOSURE CERTIFICATE (the "Disclosure Certificate") is executed and delivered by the CITY OF GARDENA (the "City") in connection with the issuance by the City of its \$_____ City of Gardena (Los Angeles County, California) Taxable Pension Obligation Bonds, Series 2020 (the "Bonds"). The Bonds are being issued pursuant to a trust agreement, dated as of November 1, 2020 (the "Trust Agreement"), by and between the City and U.S. Bank National Association, as trustee (the "Trustee"). The City covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth above and, in the Trust Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 1, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Annual Report Date*" means the date that is nine months after the end of the City's fiscal year (currently March 31 based on the City's fiscal year end of June 30).

"*Dissemination Agent*" shall mean, initially, the City or any successor Dissemination Agent designed in writing by the City and which has been filed with the then current Dissemination Agent a written acceptance of such designation.

"*Fiscal Year*" means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve-month period selected and designated by the City as its official fiscal year period under a certificate of the City filed with the Trustee.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Official Statement*" means the final official statement executed by the City in connection with the issuance of the Bonds.

"*Participating Underwriter*" means BofA Securities, Inc., Stifel, Nicolaus & Company, Incorporated and Siebert Williams Shank & Co., LLC, collectively, the original underwriters of the Bonds.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

"*Significant Events*" means any of the events listed in Section 5(a) of this Disclosure Certificate.

Section 2. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2021, with the report for fiscal year 2019-20 provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements

of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Significant Event under Section 5(c). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City in a timely manner shall provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or prior to the annual filing deadline for Annual Reports provided for in Section 3 above, financial information and operating data with respect to the City for preceding fiscal year, substantially similar to that provided in the Official Statement, as follows:

- (i) general fund revenue sources by type (over \$1,000,000);
- (ii) combined annual contribution (City's share and employees' share) to the Public Employees Retirement System; and
- (iii) adopted general fund budget for the current fiscal year at the time of filing the Annual Report.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Significant Events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (vii) Modifications to rights of security holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the securities, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) The incurrence of a financial obligation of the City or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or other obligated person, any of which affect security holders, if material; or
- (xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City or other obligated person, any of which reflect financial difficulties.

(b) Whenever the City obtains knowledge of the occurrence of a Significant Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Significant Event. Notwithstanding the foregoing, notice of Significant Events

described in subsection (a)(viii) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Trust Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(ii), (a)(vii), (a)(viii) (if the event is a bond call), (a)(x), (a)(xiii), (a)(xiv) and (a) (xv) of this Section 5 contain the qualifier "if material." The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that the City determines the event's occurrence is material for purposes of U.S. federal securities law. The City intends that the words used in paragraphs (xv) and (xvi) and the definition of "financial obligation" to have the meanings ascribed thereto in SEC Release No. 34-83885 (August 20, 2018) or any further guidance or release provided by the SEC.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(xii) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds.

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Trust Agreement for amendments to the Trust Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

The Dissemination Agent shall not be obligated to enter into any amendment increasing or affecting its duties or obligations hereunder.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Significant Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Significant Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Significant Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Significant Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Trust Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) Article IX of the Trust Agreement is hereby made applicable to this Disclosure Certificate as if this Disclosure Certificate were (solely for this purpose) contained in the Trust Agreement. The Dissemination Agent shall be entitled to the protections and limitations from liability afforded to the Trustee thereunder. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Owners and Beneficial Owners from time to time of the Bonds and shall create no rights in any other person or entity.

Date: November __, 2020

CITY OF GARDENA

By _____
Authorized Officer

EXHIBIT A

NOTICE TO EMMA OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Gardena

Name of Issue: City of Gardena (Los Angeles County, California) Taxable Pension Obligation Bonds, Series 2020

Date of Issuance: November __, 2020

NOTICE IS HEREBY GIVEN that the Obligor has not provided an Annual Report with respect to the above-named Issue as required by the Continuing Disclosure Certificate, dated November __, 2020, furnished by the Issuer in connection with the Issue. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

CITY OF GARDENA

By _____
Title _____



ADMINISTRATIVE POLICY & PROCEDURE

CATEGORY: Fiscal Resources – Unfunded Accrued Liability

SUBJECT: Unfunded Pension Liability Policy-APP-2021-005

Document: Unfunded Accrued Liability (UAL)	Revision: 10-27-2020
Subject: Unfunded Pension Liability Policy	Effective Date: 10-27-2020
Author: Ray Beeman, Chief Fiscal Officer	Reference No. APP-2021-005 Resolution No. 6485
Authorized by: Clint D. Osorio, MPA, City Manager	

1.0 PURPOSE

The purpose of this Unfunded Pension Liability Policy ("Policy") is to provide guidance on the development and adoption of a funding plan for any Unfunded Accrued Liabilities ("UAL") that are calculated annually by CALPERS, or for any unfunded accrued liabilities remaining immediately after the issuance of a Pension Obligation Bond (POB). This funding Policy should also support the decision-making process of the City Council and should be consistent with the overall purpose and goals of the City of Gardena's pension plan. As used in this Policy, "City" shall mean the City and/or the City and its related entities, as the context may require.

The City recognizes that a fiscally prudent Policy should:

- Maintain the City's sound financial position
- Ensure the City has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenditures
- Protect the City's creditworthiness
- Ensure that all pension funding decisions are structured to protect both current and future taxpayers, ratepayers and residents of the City, and
- Ensure that the City's debt is consistent with the City's strategic planning goals, objectives, capital improvement program, and/or budget



ADMINISTRATIVE POLICY & PROCEDURE

CATEGORY: Fiscal Resources – Unfunded Accrued Liability

SUBJECT: Unfunded Pension Liability Policy-APP-2021-005

2.0 BACKGROUND

The primary goal of funding defined benefit pension plans is to ensure that sufficient assets will be accumulated to deliver promised benefits when they come due and to protect pension benefits in situations that involve employer insolvency or bankruptcy. Establishing sound funding guidelines promotes pension benefit security. The City's overall objective is to fund the CALPERS pension plan near 100% of the total accrued liability and no less than 80%, whenever possible.

The City is committed to fiscal sustainability by employing long-term financial planning efforts, maintaining appropriate reserve levels, and employing prudent practices in governance, management, budget administration, and financial reporting. This Policy is intended to make all relevant information readily available to decision-makers and the public to improve the quality of decisions, identify policy goals, and to demonstrate a commitment to long-term financial planning. Adherence to this Policy signals to rating agencies and the capital markets that the City is well managed and able to meet its obligations in a timely manner.

The purpose of this funding policy is to establish a framework for funding the City of Gardena's defined benefit pension plan, considering factors that are relevant to the plan and the City. These factors include:

- The financial position of the City
- Stability of the plan and / or the affordability of the annual contributions
- Benefit security
- The terms of the CALPERS contract for Gardena, along with any related collective bargaining agreements
- Minimum funding requirements under State law

There are several advantages to developing a funding policy to address an unfunded accrued liability. These advantages include the following:

- Provides the framework to ensure the proper management of future liabilities and to minimize the effects on operations. The adoption of a funding policy will ensure a



ADMINISTRATIVE POLICY & PROCEDURE

CATEGORY: Fiscal Resources – Unfunded Accrued Liability

SUBJECT: Unfunded Pension Liability Policy-APP-2021-005

disciplined decision-making process, which will contribute to better predictability in funding.

- Having a written summary of the funding policy that is accessible to the employees and the public will help improve the transparency of funding decisions and increase the understanding of pension funding issues.
- The exercise of developing this funding policy improves the identification, understanding, and management of the risk factors that affect the variability of funding requirements and the security of benefits to the employees and retirees.

3.0 REMAINING UNFUNDED ACCRUED LIABILITY

The City is in the process of issuing a POB that would generate bond proceeds to deposit with CALPERS up to an amount equal to approximately 87% of the UAL as of July 2020 (based on the latest actuarial valuation information available to the City).

The City will apply the funding plan addressed below for the remaining unfunded liability after the issuance of the POB and allocate the savings portion into separate funds created by the City specifically and only to be used for Pension Obligations.

4.0 NEW UNFUNDED ACCRUED LIABILITY

Every year, CALPERS completes a new actuarial valuation report and recalculates the City of Gardena's pension liability as of the new valuation date. If the value of the funded assets is not equivalent to this new liability amount, the City will incur a new unfunded accrued liability at that point in time. The unfunded accrued liability may increase or decrease from year to year, due to the following factors:

- Changes in actuarial assumptions and experience changes (e.g., changes in the discount rate, changes in demographic experience, etc.)
- Changes in actuarial gains and losses due to asset returns being higher or lower than expected
- Changes in plan benefits



ADMINISTRATIVE POLICY & PROCEDURE

CATEGORY: Fiscal Resources – Unfunded Accrued Liability

SUBJECT: Unfunded Pension Liability Policy-APP-2021-005

Due to the possibility of a new pension liability developing, the City of Gardena desires to create a policy in order to immediately address any new pension liabilities, or amortization bases, that arise. (Any new increase or decrease in the liability resulting from the annual actuarial valuation is identified as a separate line item, or amortization base, on the annual CALPERS actuarial valuation report.) The table below lays out the parameters for paying off / funding the UAL in a designated amount of time, based on the amount of the UAL, as follows:

New Unfunded Accrued Liability (Any new liability incurred after the June 30, 2019 valuation report)	Payoff / Funding Time Period
\$0 to \$5,000,000	Within 1 to 5 years
\$5,000,001 to \$10,000,000	Within 6 to 10 years
\$10,000,001 to \$15,000,000	Within 11 to 15 years
Over \$15,000,001	Within 16 to 20 years

Each year, when the City is provided with the annual valuation report from CALPERS, staff will present to the City Council and or the Finance Committee, the following:

- The dollar amount of the new liability (new amortization base)
- The number of years that staff is recommending to pay off/fund the liability
- The dollar amount of the annual contribution to be made
- The funding source(s) of the payments
- The short-term and long-term financial impacts on the City's General Fund reserve balance

When a new amortization base results in a credit balance, the credit will be applied, first, to any negative bases during the same period and, secondly, against any prior year bases until the credit is fully exhausted. The remaining outstanding liability will then be recalculated, and a new payoff schedule and annual contribution will be determined based on the payoff schedule above. New amortization repayment schedules will be kept within 20 years to help maximize long-term savings.



ADMINISTRATIVE POLICY & PROCEDURE

CATEGORY: Fiscal Resources – Unfunded Accrued Liability

SUBJECT: Unfunded Pension Liability Policy-APP-2021-005

5.0 PREPAYMENT OPTIONS

At the beginning of each fiscal year, the City analyzes the cost / benefits of prepaying amounts due CALPERS during that fiscal year. The City strives to continue taking advantage of any prepayment discount that is afforded by CALPERS.

6.0 FUNDING LEVELS

The City's target funding level will be near 100% of the accrued liability. The City will strive to achieve this funding level through debt refinancing, allocation of reserves, and/or cost containment measures. The total funding amount will be a combination of the amount on deposit with CalPERS and any funds reserved by the City that are designated for pension liabilities.

7.0 FUNDING OPTIONS

Funding options for the remaining unfunded liability and / or any new unfunded accrued liabilities may include the use of funds created by the City specifically for Pension Obligations / or allocating fund reserves from any allowable fund within the City.

ADDITIONAL DISCRETIONARY PAYMENTS

Additional Discretionary Payments ("ADP") may be deposited with CalPERS at any time. After completion of the annual audit, all discretionary fund reserve balances will be reviewed by City staff. Based on any budgetary constraints at that time, a determination may be made that it is in the best interest of the City to use any available reserves or one- time savings from the prior fiscal year to make ADP's. ADP's should not adversely affect the general operations of the City. ADP's could be deposited with CalPERS or transferred into the fund created by the City specifically for Pension Obligations.

Any savings realized from the issuance of the 2020 POB, as determined by comparing the POB debt service schedule and the CalPERS actuarial determined contributions, will be allocated as follows: 10%-60% of the savings will be used to offset any future UAL costs that arise and 40%-90% of the savings will be used to offset operational costs. These savings will be calculated annually and allocated into separate funds, which can only be used for pension obligations. At the discretion of the City Manager and or the Chief Fiscal Officer, the allocations can be adjusted.



ADMINISTRATIVE POLICY & PROCEDURE

CATEGORY: Fiscal Resources – Unfunded Accrued Liability

SUBJECT: Unfunded Pension Liability Policy-APP-2021-005

Each year during the Budget process, a recommendation for the precise savings allocation of the next fiscal year will be determined based on CalPERS' latest year-end investment return. If CalPERS' fiscal year-end investment return is *below* its benchmark, the City will allocate a higher portion of savings to fund future UAL costs. Alternatively, if CalPERS' fiscal year-end investment return is *higher* than its benchmark, then the City may allocate more of the budgetary savings to offset operational costs.

CONSIDERATION OF FUTURE PENSION BENEFITS

The issuance of a POB may result in the funding of the City's pension plan with CalPERS up to, and even in excess of, 100% of the plan assets necessary to pay all pension liabilities. Even though this situation may occur, the City is still obligated to make annual debt service payments on the bonds. These payments are in lieu of annual UAL payments that the City would have made to CalPERS.

To the extent that the City is making any annual debt service payments on an issued POB, it is fiscally responsible for the City to not offer any enhanced pension benefits to City employees. This will allow the City to focus its financial resources on the current pension obligations due the bondholders and / or CalPERS.



CITY OF GARDENA

PENSION OBLIGATION BONDS

Presented by: **Clint Osorio**
City Manager



OBJECTIVES

- Overview of Pension Obligation Bond “POB”
 - What is a POB?
 - Why we are doing it?
- Proposed POB
 - Potential Savings
 - Unfunded Accrued Liability “UAL” Policy
- Financial Impacts
 - Impact of Financial Projection
 - Impact on City General Fund Reserve





A Pension Obligation Bond ("POB") is a taxable debt issuance used to extinguish some or all of a public agency's unfunded accrued liability ("UAL")



The proceeds would be deposited with the City's pension system, CalPERS



Annual debt service payments to bondholders would replace the portion of the City annual PERS contribution allocated to the payment of the UAL



Opportunity to refinance UAL debt at lower interest rate (POB @ ~3.3% vs UAL @ 7%)

PENSION OBLIGATION BONDS (POBs)



WHY ISSUING POBs?

- Refinancing removes an unknown cost variable and replaces UAL cost increases with a stable fixed payment amount
 - (i.e. variable rate to fixed rate)
- Issuing a POB to refinance the UAL does not preclude the City from taking part in any future pension program changes
- Interest rates are at historic lows
- Opportunity to REFINANCE UAL at lower interest rate
 - Current UAL debt being repaid to CalPERS at 7% interest rate
 - POB preliminary market rates indicate the City could refinance UAL at approximately 3.3%-5% maximum
 - Total Estimated Savings of \$50M



RECENT LOCAL POB ISSUERS

	Issuance Date	POB Issuers	Amount (\$M)
1	2/05/2020	City of Pasadena	\$131.805
2	4/22/2020	County of Riverside	\$719.995
3	5/13/2020	City of Ontario	\$236.585
4	5/27/2020	City of Montebello	\$153.425
5	6/2/2020	City of Inglewood	\$101.620
6	6/4/2020	City of Riverside	\$432.165
7	6/9/2020	City of El Monte	\$118.725
8	6/10/2020	City of Carson	\$108.020
9	8/13/2020	City of Pomona	\$219.890
10	9/17/2020	City of Azusa	\$70.075



BOND FINANCING SELECTION PROCESS

- The City worked in conjunction with its municipal advisor KNN Public Finance to review numerous financing scenarios and selected the most optimal financing structure for these bonds
- 19-year bond vs 30-year bond
 - City selected 19-year bond for quicker POB repayment to align with the 2039 Fresh Start term, which increases projected savings by \$11M
- Funding Options – 85%, 87%, and 90%
 - City selected 87% or \$101M, which is the maximum allowable bond amount to maximize savings



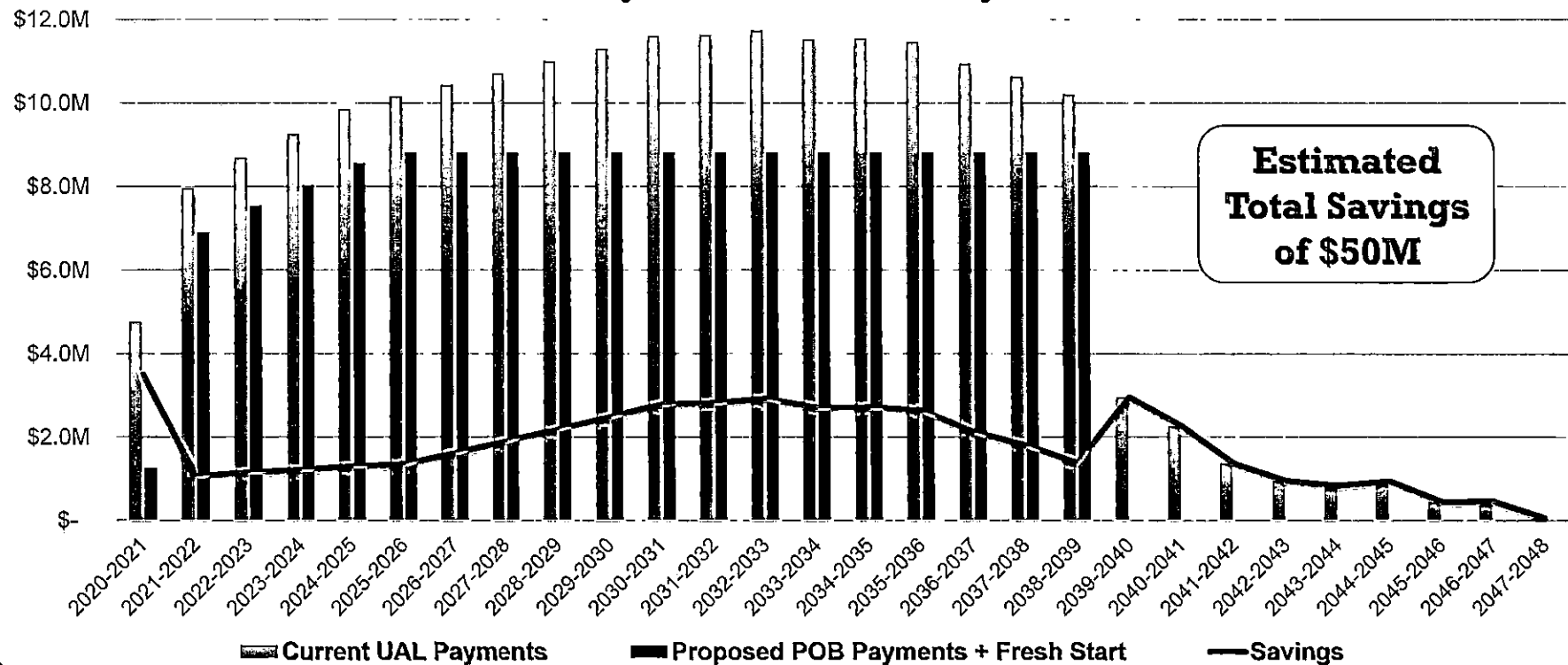
PROPOSED POB

- Issuing \$101M in POB or ~87% of current total City UAL debt
- Estimated bond yield of ~3.3% (*vs. 7% current UAL debt*)
- POB retirement date of 6/30/2039
- Adopt a UAL Policy to bank a portion of the annual savings for future UAL payments
- Estimated total savings of \$41.7M from Bond Issuance
- Estimated total savings from additional PERS Fresh Start of \$8.3M



PROPOSED POB VS CURRENT UAL

UAL Annual Payment vs POB Annual Payment + Fresh Start



UAL POLICY

- City must set aside between 10% - 60% of the annual savings toward future UAL payments
- This fund is restricted for future UAL payments only
- The table below lays out the parameters for paying off / funding any New UAL in a designated amount of time, based on the amount of the UAL, as follows:

New Unfunded Accrued Liability (Any new liability incurred after the June 30, 2019 valuation report)	Payoff / Funding Time Period
\$0 to \$5,000,000	Within 1 to 5 years
\$5,000,001 to \$10,000,000	Within 6 to 10 years
\$10,000,001 to \$15,000,000	Within 11 to 15 years
Over \$15,000,001	Within 16 to 20 years



ADOPTED BUDGET FY 20-21 AND 21-22

GENERAL FUND REVENUE SOURCES	FY 18-19 ACTUAL AUDITED	FY 19-20 ACTUAL UNAUDITED	FY 20-21 BUDGETED	FY 21-22 BUDGETED
Sales and Use Tax	12,611,795	11,611,936	15,340,007	15,835,961
Card Club Gross Revenue Fees	8,101,583	4,718,691	4,901,166	6,892,827
Property Taxes	7,694,736	8,165,458	7,860,000	8,010,000
Utility Users Tax	4,955,646	\$4,801,229	5,000,000	5,050,000
Vehicle License Fees	6,298,881	6,712,691	6,500,000	6,700,000
Other (Including Transfers In)	20,435,582	19,720,521	16,862,719	17,643,399
TOTAL GENERAL FUND REVENUES	60,098,223	55,730,526	56,463,892	60,132,187

GENERAL FUND EXPENDITURES

Police	27,986,065	28,305,017	28,317,857	28,553,057
Public Works	6,691,120	6,364,727	5,520,453	5,630,200
Recreation & Human Services	2,787,003	2,421,581	1,876,063	1,959,947
Community Development	1,503,739	1,627,363	1,411,908	1,458,782
City Manager & Elected Offices	2,690,708	2,798,751	2,187,416	2,295,410
Administrative Services	1,808,472	1,725,557	1,411,575	1,446,685
Non-Departmental (Including Fire, RCC and Transfers Out)	16,602,779	18,157,282	17,536,685	19,117,578
Adjustments - Including Furlough Removal		-		
TOTAL EXPENDITURES & TRANSFERS	60,069,886	61,400,278	58,261,956	60,461,660
OPERATING SURPLUS (DEFICIT)	28,337	(5,669,752)	(1,798,064)	(329,473)
BEGINNING FUND BALANCE	16,486,546	16,514,884	10,845,132	9,047,068
ENDING GENERAL FUND BALANCE	16,514,883	10,845,132	9,047,068	8,717,595
GF BALANCE % OF EXPENDITURES	27.49%	17.66%	15.53%	14.42%



FINANCIAL PROJECTION FY 20-21 & 21-22 WITH POB

Assuming
there is
no second
wave
Covid-19
shutdown

GENERAL FUND REVENUE SOURCES	FY 18-19 ACTUAL AUDITED	FY 19-20 ACTUAL UNAUDITED	FY 20-21 PROJECTED	FY 21-22 PROJECTED
Sales and Use Tax	12,611,795	11,611,936	18,687,497	20,339,372
Card Club Gross Revenue Fees	8,101,583	4,718,691	3,500,000	7,700,000
Property Taxes	7,694,736	8,165,458	8,410,422	8,662,735
Utility Users Tax	4,955,646	\$4,801,229	4,801,229	5,050,000
Vehicle License Fees	6,298,881	6,712,691	6,914,072	7,121,494
Other (Including Transfers In)	20,435,582	19,720,521	16,845,939	18,863,019
TOTAL GENERAL FUND REVENUES	60,098,223	55,730,526	59,159,159	67,736,619
GENERAL FUND EXPENDITURES				
Police	27,986,065	28,305,017	28,317,857	30,016,928
Public Works	6,691,120	6,364,727	5,520,453	5,630,200
Recreation & Human Services	2,787,003	2,421,581	1,876,063	1,959,947
Community Development	1,503,739	1,627,363	1,411,908	1,458,782
City Manager & Elected Offices	2,690,708	2,798,751	2,187,416	2,295,411
Administrative Services	1,808,472	1,725,557	1,411,575	1,446,685
Non-Departmental (Including Fire, RCC and Transfers Out)	16,602,779	18,157,282	17,536,685	19,317,578
Adjustments - Including Furlough Removal			1,186,049	2,286,570
General Fund POB Savings (Allocating 60% of Savings)			(1,675,116)	(477,146)
TOTAL EXPENDITURES & TRANSFERS	60,069,886	61,400,278	57,772,888	63,934,955
OPERATING SURPLUS (DEFICIT)	28,337	(5,669,752)	1,386,271	3,801,664
BEGINNING FUND BALANCE	16,486,546	16,514,884	10,845,132	12,231,404
ENDING GENERAL FUND BALANCE	16,514,883	10,845,132	12,231,404	16,033,068
GF BALANCE % OF EXPENDITURES	27.49%	17.66%	21.17%	25.08%



5-YEAR FINANCIAL PROJECTION WITH POB

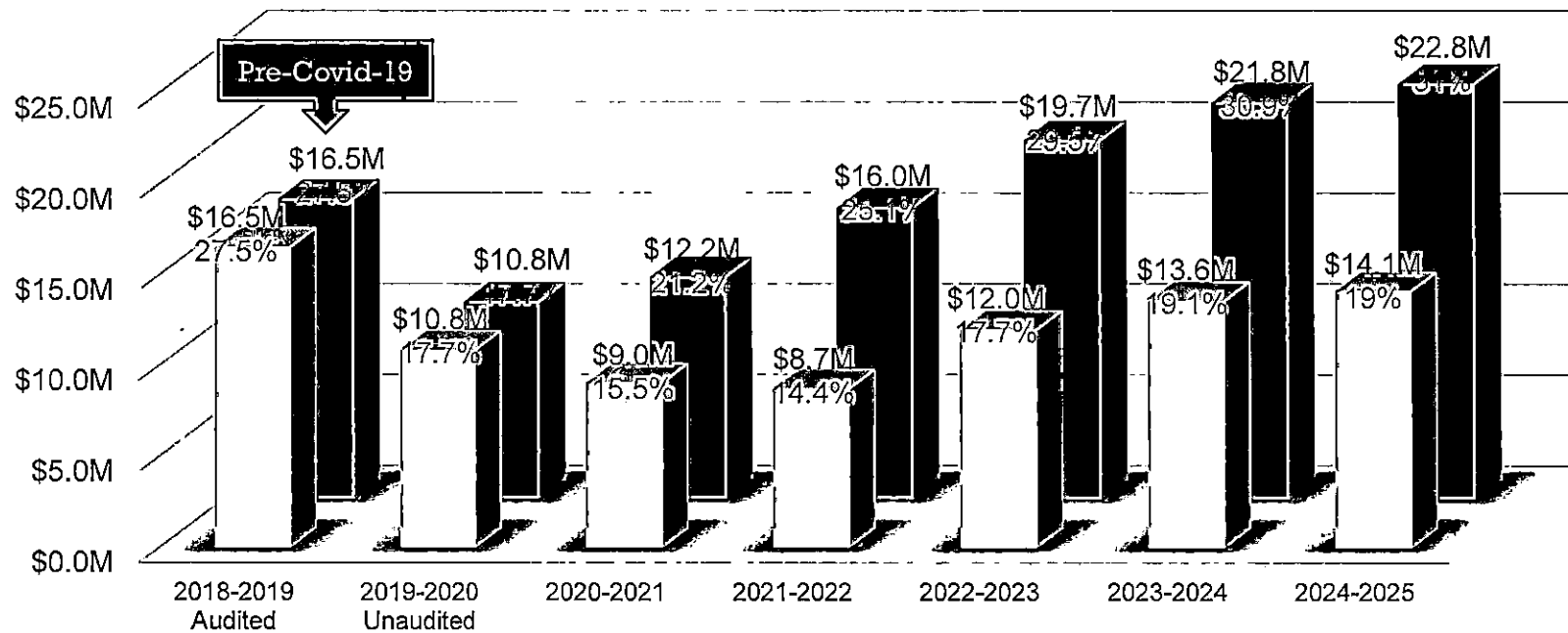
GENERAL FUND REVENUE SOURCES	FY 18-19 ACTUAL AUDITED	FY 19-20 ACTUAL UNAUDITED	FY 20-21 PROJECTED	FY 21-22 PROJECTED	FY 22-23 PROJECTED	FY 23-24 PROJECTED
Sales and Use Tax	12,611,795	11,611,936	18,687,497	20,339,372	21,829,556	22,156,999
Card Club Gross Revenue Fees	8,101,583	4,718,691	3,500,000	7,700,000	8,085,000	8,489,250
Property Taxes	7,694,736	8,165,458	8,410,422	8,662,735	8,922,617	9,190,295
Utility Users Tax	4,955,646	\$4,801,229	4,801,229	5,050,000	4,999,500	4,949,505
Vehicle License Fees	6,298,881	6,712,691	6,914,072	7,121,494	7,335,139	7,555,193
Other (Including Transfers In)	20,435,582	19,720,521	16,845,939	18,863,019	19,538,539	20,249,798
TOTAL GENERAL FUND REVENUES	60,098,223	55,730,526	59,159,159	67,736,619	70,710,350	72,591,040
GENERAL FUND EXPENDITURES						
Police	27,986,065	28,305,017	28,317,857	30,016,928	31,817,944	33,727,021
Public Works	6,691,120	6,364,727	5,520,453	5,630,200	5,799,106	5,973,079
Recreation & Human Services	2,787,003	2,421,581	1,876,063	1,959,947	2,018,745	2,079,308
Community Development	1,503,739	1,627,363	1,411,908	1,458,782	1,502,545	1,547,622
City Manager & Elected Offices	2,690,708	2,798,751	2,187,416	2,295,411	2,248,433	2,415,886
Administrative Services	1,808,472	1,725,557	1,411,575	1,446,685	1,490,086	1,534,788
Non-Departmental (Including Fire, RCC and Transfers Out)	16,602,779	18,157,282	17,536,685	19,317,578	20,006,777	20,784,156
Adjustments - Including Furlough Removal			1,186,049	2,286,570	2,585,667	2,936,237
General Fund POB Savings (Allocating 60% of Savings)			(1,675,116)	(477,146)	(472,032)	(470,752)
TOTAL EXPENDITURES & TRANSFERS	60,069,886	61,400,278	57,772,888	63,934,955	66,997,271	70,527,345
OPERATING SURPLUS (DEFICIT)	28,337	(5,669,752)	1,386,271	3,801,664	3,713,079	2,063,695
BEGINNING FUND BALANCE	16,486,546	16,514,884	10,845,132	12,231,404	16,033,068	19,746,147
ENDING GENERAL FUND BALANCE	16,514,883	10,845,132	12,231,404	16,033,068	19,746,147	21,809,843
GF BALANCE % OF EXPENDITURES	27.49%	17.66%	21.17%	25.08%	29.47%	30.92%

Assuming there is no second wave Covid-19 shutdown



5-YEAR GENERAL FUND RESERVE PROJECTION

Adopted Budget Without POB vs Projected Budget With POB



□ Adopted Budget without POB

■ Projected Budget with POB



FINANCIAL IMPACTS

- City Budget GF Reserve Policy called for 25% of GF Expenditures
- Under adopted budget, City GF Reserve will shrink to 14.4% by June 30, 2022 and City would be under a deficit for 3 straight years
- With POB savings, the City projected GF Reserve will be steadily improved and surpassed the 25% target by June 30, 2022

General Fund Reserve For Next 2 Fiscal Years	GF Reserve @ 06/30/2021	GF Reserve @ 06/30/2022	Difference
General Fund Adopted Budget	\$9.05M 15.5%	\$8.7M 14.4%	-
General Fund Projected with POB Savings	\$12.2M 21.2%	\$16.0M 25.1%	+\$7.3M



CONCLUSION

- As stated in the Council budget presentation in June, addressing City Unfunded Pension Liability is the #1 priority of the City fiscal sustainability initiative
- Refinancing UAL debt at 7% for POB with interest rate estimated at 3.3% makes sense
- Short-term, City will end the budget deficit and steadily increase the GF Reserve toward the 25% target
- Long-term, including PERS Fresh Start, City will save a total of \$50M and establish a UAL Policy to address future UAL payments



THANK YOU



CITY OF GARDENA PENSION OBLIGATION BONDS

Presented by: Clint Osorio, *City Manager*





City of Gardena

City Council Meeting

Agenda Item No. 8.G. (1)
Department: Transportation
Meeting Date: October 27, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA TITLE: APPROVE AWARD OF CONTRACT TO PSOMAS FOR
CONSTRUCTION MANAGEMENT SERVICES FOR \$332,739 AND
AUTHORIZE A PROJECT AMOUNT OF \$399,287.

COUNCIL ACTION REQUIRED: Approve Award	Action Taken
RECOMMENDATION AND STAFF SUMMARY: <p>As part of the Fleet Plan approved by the City Council in February 2017, GTrans is pursuing a mixed fleet of Compressed Natural Gas (CNG) and Electric buses when it purchases new vehicles. As part of the plan, GTrans will construct a CNG fueling station and upgrades to its maintenance facilities to accommodate this new technology.</p> <p>As the GTrans team does not have the in-house technical expertise and construction management experience, it is necessary to hire professionals to assist in this key role. Therefore, GTrans issued a Request for Proposals (RFP) on June 23, 2020 for these services on the City's online bidding platform, PlanetBids. The solicitation was sent to 538 vendors who were registered on PlanetBids, and 62 vendors have downloaded the solicitation, including 3 DBEs. In addition, the RFP was advertised in the Daily Breeze, the Gardena Valley News, online professional transit publications and organizations and several DBE-specific publications and distribution lists.</p> <p>Following a pre-proposal meeting and job walk, two proposals were received: Anser Advisory and Psomas. The proposals were evaluated primarily based on qualifications and experience, with Psomas receiving the highest score. Negotiations were held and a final agreement was reached. Psomas has significant relevant experience with several federally-funded CNG station projects, along with previous work for the City of Gardena. Also, Psomas provided a work plan that best fits with GTrans' project needs.</p> <p>This contract will be done on a time and materials basis, at a contract cost of \$332,739. GTrans is requesting a contingency under this program of 20 percent or an additional \$66,548 to accommodate any unforeseen expenditures that may arise. Such expenditures would not be allowed unless agreed upon and approved in advance by GTrans management. GTrans respectfully recommends that the City Council approve an award of a contract to Psomas for an amount of \$332,739, and a project amount of \$399,287, which includes a 20 percent contingency.</p>	
FINANCIAL IMPACT/COST: Funds for this project are included in Federal, State and Local grants specifically designated for this project. There is no impact to the General Fund.	
ATTACHMENTS: A. Contract Between City of Gardena and Psomas	
Submitted by <u>Ernie Crespo</u> , Ernie Crespo, Director of Transportation Date <u>10/19/20</u>	
Concurred by <u>Clint D. Osorio</u> , Clint D. Osorio, City Manager Date <u>10/27/20</u>	

**AGREEMENT BETWEEN
THE CITY OF GARDENA
AND
PSOMAS**

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

1. Recitals.

A. City is desirous of obtaining services necessary to provide construction management and inspection services for construction of a CNG fueling station.

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 RFP 2020-03 Construction Management for Construction of a CNG Fueling Station, 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 Rachel Yoo 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 City's RFP 2020-03 Construction Management for Construction of a CNG Fueling Station and Consultant's proposal in response incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

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

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

8. Term of Agreement/Termination.

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

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

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

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

9. Invoices and Payments.

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

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

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

10. Records/Audit.

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

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

funds.

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

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

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

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

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

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

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

14. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

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

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

intellectual property developed by Consultant pursuant to this Agreement.

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

17. Legal Requirements.

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

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

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

18. Conflict of Interest and Reporting.

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

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

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

20. Insurance.

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

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

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

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

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

3. 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.

4. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, unless cancelled for non-payment, then ten (10) calendar days notice shall be given, is mailed to City.

5. 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 (10) 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.

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

E. Deductibles. Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall

be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

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

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

21. Indemnity.

A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property except to the extent caused by the sole negligence or willful misconduct of City.

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 intentionally wrongful or negligent acts or errors or omissions to act by Consultant or its agents, officers, employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of City, its officers, agents, employees or volunteers.

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

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

23. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to

the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

24. 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: Rachel Yoo
13999 S. Western Avenue
Gardena, California, 90249
Email: ryoo@gardenabus.com

Psomas
Attn: Reuben Tolentino
5 Hutton Centre Drive, Suite 300
Santa Ana, CA 92707
Email: rtolentino@psomas.com

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

25. 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.

26. 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.

27. 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.

28. 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.

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

30. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records

Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

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

CITY OF GARDENA

By _____
Tasha Cerda
Mayor

Date _____

ACCEPTED: Psomas

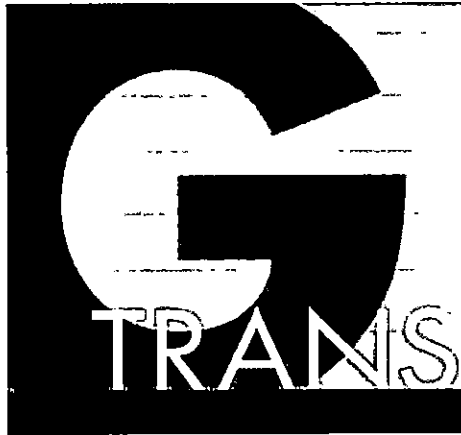
By _____

Date _____

APPROVED AS TO FORM:

Carmen Vasquez
City Attorney

**CITY OF
GARDENA**



**REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGEMENT
FOR CONSTRUCTION OF A
CNG FUELING STATION**

RFP No. 2020-03

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

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INVITATION FOR REQUEST FOR PROPOSALS

NO. 2020-03

CONSTRUCTION MANAGEMENT FOR CONSTRUCTION OF A CNG FUELING STATION

PUBLIC NOTICE IS HEREBY GIVEN that GTrans of Gardena – its Transportation Department (GTrans) invites and shall receive proposals up to the hour of **5:00 PM (PST) on July 24, 2020** for Construction Management Services for the construction of a CNG Fueling Station at GTrans facility located at 13999 S. Western Ave., Gardena, CA.

This procurement is a Federal Transit Administration (FTA) funded project and therefore Proposers are hereby bound by all applicable federal, state and local laws and regulations, and certifications. In accordance with the Civil Rights Act of 1964, Proposers are hereby notified that Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBE) are encouraged to submit Proposals and will be afforded full opportunity to submit and participate in this request. Prime contractors should exert best efforts to subcontract work to DBEs and SBEs as part of their Proposal. Proposals received after the date and time specified above shall be rejected by GTrans as non-responsive.

GTrans' annual overall goal for DBE participation for Fiscal Year 2019-21 is 7.0%. A specific DBE participation goal has not been established for this contract. However, DBE and SBE prime contractors and DBE and SBE subcontractors are **STRONGLY ENCOURAGED** to compete for this contract, which will be awarded fairly, without discrimination on the basis of race, color, sex, or national origin.

Copies of the proposals and any addendums may be obtained by visiting GTrans' online procurement platform, "PlanetBids", which can be accessed via GTrans webpage at:

<http://ridegtrans.com/contact/how-to-do-business-with-gtrans/>

Proposals shall only be accepted via PlanetBids and are due by no later than **July 24, 2020 at 5:00 PM PST**.

PROCUREMENT SCHEDULE

The schedule of activities and corresponding due dates related to this RFP, are as follows.
GTrans reserves the right to modify this schedule as needed.

ACTIVITY	DATE
Release of Request for Proposal	June 23, 2020
Pre-Proposal Meeting	TBD *
Deadline for Questions	TBD *
Deadline for Submission of Proposal	July 24, 2020 at 5:00 PM PST
Estimated Contract Start Date	October 2020

** Details on the Pre-Proposal meeting and Deadline for Questions will be released at a later date via PlanetBids*

SECTION I

GENERAL INFORMATION

A. Pre-proposal Conference

Details of the Pre-Proposal Meeting will be determined at a later time and will be posted on PlanetBids.

B. Proposer's Acknowledgement

By submitting a proposal, each Proposer represents that it has fully investigated and become completely familiar with the RFP requirements, operating conditions throughout GTrans' service area and applicable local, state and federal laws and regulations. GTrans will not consider claims for additional compensation based upon the Proposer's lack of knowledge of such documents, statutes, regulations, resolutions or conditions.

C. Amendments

Any changes to the requirements will be made by written amendment to this Request for Proposal, which shall be incorporated into the terms and conditions of any resulting contract or agreement. The Proposers shall rely only on written amendments by the GTrans in submitting or revising proposals. In no event should a prospective Proposer submit a proposal based upon an oral interpretation of the RFP by any GTrans staff or by any other firm or individual not associated with GTrans.

D. Question and Answer Period

Should a Proposer have inquiries, require clarifications, or request deviations to this RFP, the Proposer shall notify GTrans in writing via PlanetBids only. Should GTrans, in its sole discretion, determine that the point in question is not clearly and fully set forth, GTrans will issue a written addendum clarifying the matter via PlanetBids.

All inquiries, clarifications, or requests for deviations shall be submitted by a date that will be announced at a later time via PlanetBids.

Responses and addendums shall be published via PlanetBids.

E. Submission of Proposal

1. All Proposals shall be submitted via PlanetBids **(with the exception of cost proposals, refer to Page 9 item B3)** by July 24, 2020 at 5:00PM PST.
2. Failure to comply with this or any other paragraph of the Request for Proposals shall be sufficient reason for rejection of the proposal. The responsibility for submitting the proposal to GTrans on or before the above stated time and date is solely that of the Proposer. **LATE PROPOSALS SHALL NOT BE ACCEPTED.**
3. GTrans shall not be liable for any costs incurred by a Proposer prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

F. Modification of Proposals

Any modification of the proposal by the Proposer which is inconsistent with or in addition to all of the terms and conditions herein set forth shall be void and of no effect unless and to the extent expressly

accepted by GTrans in writing. Proposals shall be submitted upon the response forms and in the manner prescribed in this document. GTrans reserves the right to refuse to consider any proposal not tendered on proposal forms furnished by GTrans, to waive minor discrepancies, or to reject proposals because of minor discrepancies as it sees fit.

G. Legal Compliance

The Proposer agrees to abide by all laws, rules and regulations promulgated by the United States of America, the State of California, or any agencies or subdivisions thereof; specifically including Cal/OSHA and OSHA regulations currently in effect at time proposals are due.

H. Affirmative Action

GTrans is an equal opportunity employer, and all Contractors working on GTrans projects are required to follow a policy of affirmative action in regard to the requirements of Executive Order 11246.

I. Key Personnel and Facilities

Proposers must identify key personnel to serve as contacts and facilities necessary to accomplish the work within the required time.

J. Terms and Conditions

The Proposal shall include all terms, conditions and requirements of this Request for Proposal and any amendments thereto. Any agreements resulting from this Request for Proposal, including subcontract or supplier agreements, shall be subject to and incorporate such terms, conditions and requirements.

K. Disadvantaged Business Enterprise (DBE) Participation

GTrans hereby notifies all Proposers that it will affirmatively ensure that, in regard to any agreement entered into pursuant to this advertisement, disadvantaged businesses will be afforded full opportunity to submit offers in response to this solicitation.

L. Confidentiality of Proposals

Confidentiality of proposals is considered by GTrans an essential element of maintaining fairness during the evaluation process. However, confidentiality cannot be guaranteed under the California Public Records Act.

If a member of the public demands in writing to review portions of proposals which have been **marked or identified** as confidential, proprietary or business secrets, GTrans will notify the affected Proposer prior to releasing such portions of the proposal. The Proposer shall take such legal actions as it deems necessary to protect its interests. If the Proposer has not commenced such actions within five (5) calendar days after receipt of the notice from GTrans of a demand to review such portions of its proposal and provided GTrans written notice of the actions, GTrans may make such portions available for review by the public as GTrans deemed necessary to comply with State law.

The Proposer asserting that portions of its proposal are legally protectable shall bear all costs of defending such assertion, including indemnifying and reimbursing GTrans for its administrative,

expert and legal costs and judgments involved in defending itself in actions arising from such assertions by the Proposer. By submitting a proposal with portions marked confidential, proprietary, business secrets or the like, the Proposer has thereby agreed to the provisions of this section, including the defense and reimbursement obligations.

M. Pre-Contractual Expenses

All costs incurred by the Proposer in the preparation of its response to this RFP, or its submission, or negotiating with GTrans, or any other expense incurred by the Proposer prior to the date of the award, if any, are the responsibility of the Proposer and will not be reimbursed by GTrans.

N. Suspension and Debarment

Proposer shall certify by signature, that none of the Contractor, or its principals, as defined in 49 CFR 29.995 or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Proposer shall also submit proof of non-debarment or suspension, by providing a printout or screenshot from the U.S. Government's official website www.sam.gov showing they are not debarred or suspended with their proposal package. If proposer is not currently registered as a vendor on www.sam.gov, then the proposer shall submit proof of application for registration with their proposal.

O. COVID-19 Safety Measures

The City of Gardena is in the process of developing a formal policy regarding COVID-19 for vendors/consultants performing onsite work. The policy will adhere to appropriate federal, state and local guidelines governing safe practices to stop the spread of COVID-19. Until that time, the City of Gardena has implemented the following protective measures that are applicable through all stages of reopening:

- Physical Distancing – maintain at least 6-feet between people
- Wear face Coverings – employees, residents and visitors must wear face covering while in public
- Wash Your Hands – washing your hands frequently with soap and avoid touching your face
- Clean Frequently Touched Surfaces – frequently sanitize common areas and surfaces
- Stay at Home and Do Not Enter if You are Sick – if you feel unwell or have a fever, cough or shortness of breath, please stay home and contact your health provider.
- Mandatory Temperature Checks

Prior to the commencement of work onsite, GTrans will provide any updates to these guidelines.

SECTION II

PROPOSAL CONTENT

A. General

Proposals shall be typed and submitted on 8 1/2" x 11" size paper. Proposals should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise.

B. Proposal Contents

Each proposal submitted shall contain the following elements:

1. Transmittal Letter Form. Fill out complete form with signature verifying prices are to remain valid for a period of no less than 120 days from the date of submittal.
2. Proposal/Statement of Qualifications: Proposer to address the elements of the evaluation criteria stated below:
 - a) Firm Qualifications: Proposal shall include a comprehensive statement of firm qualifications describing all related qualifications and experience. If multiple firms are proposed, information for all firms should be submitted.
 - b) Key Personnel: The proposal shall include a comprehensive list of key personnel who will be involved in the services provided. Include resumes for each identified person.
 - c) Work Plan: Proposer shall describe in sufficient detail how they plan to satisfy the requirements of the scope of services. This work statement shall contain a description of what work will be performed, how the work will be performed and who on the Contractor's staff will perform the work. The work statement shall also describe how it will sufficiently provide all deliverables as stated in the scope of work.
 - d) Past Performance: Proposer shall identify at least five verifiable references for similar work performed in the last ten years that can attest to the Contractor's qualification to perform the work included in the solicitation. The reference contact information shall be provided. It is the sole responsibility of the proposer to provide contact information to ensure references can be validated.
 - e) Required Forms: Proposer shall include all required forms per Form A Proposal Submittal Checklist. Failure to submit complete or incorrect forms may result in proposals being deemed non-responsive.
3. Cost Proposal. Proposer to include its cost proposal in a separately sealed envelope utilizing the cost Excel template provided, refer to Attachment D. In addition, the cost proposal shall be provided on a flash drive with the Excel version with fields unlocked for ease of analysis. The cost proposal shall be labeled "RFP 2020-03 Construction Management for CNG Fueling Station – Cost Proposal". The Proposer shall submit all labor trades and rates, material costs, equipment costs, overhead costs, travel costs, the costs of any

subcontracts, etc. necessary to complete this contract.

4. The labor rates proposed shall be fixed for the duration of the contract. In the event a contract change order is required, the labor rates proposed shall be the basis for any contract change order.
5. These costs will not be used as part of the evaluation criteria. Costs may be negotiated with the most qualified firm.

The cost proposal shall be delivered (separately from the core proposal submitted on PlanetBids) to GTrans administrative facility located at 13999 S. Western Ave., Gardena, CA 90249 by no later than the proposal deadline. The outside of the mailing envelope must be marked "COST FILE for RFP 2020-03 Construction Management for Construction of a CNG Fueling Station." Cost proposals shall not be included with the core proposals submitted via PlanetBids.

GTrans may deem any proposals that do not follow these instructions as non-responsive.

C. Certifications

1. Public Records Policy

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any agreement entered into thereafter become the exclusive property of GTrans and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). GTrans' use and disclosure of its records are governed by this Act.

Those elements in each proposal which Proposer considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by Proposer. GTrans will use its best efforts to inform Proposer of any request for disclosure of any such document. GTrans shall not in any way be held liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information, the Proposer considers exempt from disclosure, GTrans will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If GTrans is required to defend an action arising out of a Public Records Act request for any of the contents of a Proposer's proposal marked "Confidential", "Proprietary", or "Trade Secret", Proposer shall defend and indemnify GTrans from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To ensure confidentiality, Proposers are instructed to enclose all "Confidential", "Proprietary", or "Trade Secret" data in separate sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of an agreement resulting from an RFP, GTrans

shall not in any way be held responsible for disclosure of any “Confidential”, “Proprietary”, or “Trade Secret” documents that are not contained in envelopes and prominently marked.

2. Debarment and Suspension

Each firm proposing must certify and submit documentation (such as a notarized affidavit) showing that neither the Proposer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. Restrictions on Lobbying

Each Proposer must include in its proposal a properly completed and executed certification regarding Restrictions on Lobbying in the form set forth as an exhibit hereto.

4. Interests of Members of, or Delegates to Congress

No members of, or delegates to, the Congress of the United States shall be admitted to any share or part of an agreement or to any benefit arising therefrom.

No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this solicitation or the proceeds thereof.

5. Laws to be Observed

Each Proposer shall keep itself fully informed of all existing and future State and Federal laws, all municipal and state regulations all such orders, decrees, ordinances and laws of bodies, or tribunals, including other municipalities or counties whether in the State of California, or another State, having any jurisdiction or authority over which in any manner affect those engaged or employed in the work, or the materials used in the work or in any way affect the conduct of the work.

Failure by Contractor to carry out these requirements is a material breach of agreement, which may result in the termination of this solicitation or other such remedy as GTrans may deem appropriate.

SECTION III

EVALUATION AND AWARD

A. MINIMUM REQUIREMENTS

Potential Proposers must meet or exceed the following minimum requirements in order to be considered responsive.

1. Proposer shall have completed a minimum of five (5) projects of verifiable experience performing similar work over a period of the last ten (10) years.

B. EVALUATION CRITERIA

Proposals shall be evaluated and ranked in order of the most qualified in the opinion of the evaluation committee. The evaluation committee reserves the right to contact and evaluate the Firm's references; contact any Firm to clarify any response; contact any current clients of a Firm; solicit information from any available source deemed pertinent to the evaluation process.

Proposals shall be based on the following evaluation criteria ranked in order of importance:

1. Qualifications of Firm
2. Qualification of Key Personnel
3. Work Plan
4. Past Performance

GTrans may request additional information while reviewing proposals and conduct interviews.

GTrans shall rank the firms based on most qualified and either award to the top ranked firm or negotiate with the top ranked firm until an agreement is reached and costs are deemed fair and reasonable. If an agreement is not reached with the top ranked firm, then GTrans shall negotiate with the next top ranked firm until an agreement is reached and costs are deemed fair and reasonable with the next top ranked firm.

C. REJECTION OF PROPOSALS

GTrans reserves the right to reject any proposal which omits a price on any one or more items on which prices are required; any proposal which omits unit prices if unit prices are required; any proposal in which unit prices are unbalanced in the opinion of GTrans; any proposal accompanied by insufficient or irregular guarantees or certificates; and any proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity.

D. RESPONSIBILITY

GTrans shall only accept the responsive and responsible offer which is in compliance with the requirements of this RFP. The responsiveness and responsibility of the offeror shall be evaluated by GTrans after bid opening.

The successful offeror will be deemed to be a responsible contractor possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract. The prospective contractor is to demonstrative affirmatively to GTrans and that it qualifies as "responsible" and that its proposed subcontractors also qualify as "responsible." Factors of responsibility determinations include:

1. Integrity and Ethics – Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A).
2. Debarment and Suspension - Is neither debarred nor suspended from Federal programs under U.S. Department of Transportation (DOT) regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.
3. Affirmative Action and DBE - Is in compliance with the Common Grant Rules’ affirmative action and DOT’s Disadvantaged Business Enterprise requirements.
4. Public Policy - Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B).
5. Administrative and Technical Capacity - Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D).
6. Licensing and Taxes - Is in compliance with applicable licensing and tax laws and regulations.
7. Financial Resources - Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D).
8. Production Capability - Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
9. Timeliness - Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
10. Performance Record - Is able to provide a satisfactory current and past performance record.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all bids for any reasons, to waive any informality or minor errors as determined by The City in any Bid and to award the Agreement as the interest of The City may require.

E. CONTRACT AWARD

Contract award shall be made to the most qualified firm with whom GTrans is able to reach an agreement.

GTrans shall notify the successful Proposer by a contract award letter. Contract award will be contingent upon receipt of evidence of the Contractor’s ability to meet the insurance requirements and other requirements in this proposal.

F. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are

hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Request for Proposals. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any GTrans requests which would cause GTrans to be in violation of the FTA terms and conditions.

G. DISADVANTAGED BUSINESS ENTERPRISE

This procurement is a Federal Transit Administration (FTA) funded project and therefore Proposers are hereby bound by all applicable federal, state and local laws and regulations, and certifications. In accordance with the Civil Rights Act of 1964 and Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26), Proposers are hereby notified that Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBE) are encouraged to submit Proposals and will be afforded full opportunity to submit and participate in this request. Prime contractors should exert best efforts to subcontract work to DBEs and SBEs as part of their Proposal. Proposals received after the date and time specified above shall be rejected by GTrans as non-responsive.

GTrans' annual overall goal for DBE participation for Fiscal Year 2019-21 is 7.0%. A specific DBE participation goal has not been established for this contract. However, DBE and SBE prime contractors and DBE and SBE subcontractors are STRONGLY ENCOURAGED to compete for this contract, which will be awarded fairly, without discrimination on the basis of race, color, sex, or national origin.

The Contractor shall carry out the applicable requirements of the 49 CFR 26 in the award and administration of U.S. DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of agreement, which may result in the termination of agreement or other such remedy as GTrans may deem appropriate.

H. GENERAL TERMS AND CONDITIONS

Issuance of the Request for Proposal does not commit GTrans to award an agreement to pay any cost incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. GTrans reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP.

Submission of a proposal means that those firms submitting proposals hereby agrees to all terms and conditions set forth in all the pages of this solicitation.

1. Award: The firms/entities chosen to provide Construction Management for CNG Fueling Station services may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. GTrans reserves the right to award a contract/select a service provider without discussion based upon the initial proposals received, without interviews. GTrans reserves the right to introduce additional terms and conditions at the time the final contract is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and/or correcting defects, such as omissions or misstatements, which are discovered after the RFP is issued.
2. Insurance: Those firms proposing are required to furnish evidence of insurance coverage

including professional liability and workers' compensation. The form of the insurance policy is subject to approval by GTrans and must be provided by insurers to transact insurance business in California with a rating of "A" or better in the Best's Key Rating Guide, Property-Casualty, United States, 2000 Edition.

GTrans shall be furnished a copy of the policy and an endorsement that the "GTrans, its officers, employees, and agents are named as additional insureds" prior to Contractor commencing duties under this Request for Proposals. Said policy of liability insurance shall provide GTrans, "coverage thereunder as applied to GTrans, its officers, employees, and agents shall be primary and non-contributing as to any other insurance and self-insurance as may be maintained by GTrans." The policy shall contain severability of interest, specifying that the coverage afforded by the policy applies separately to each insured thereunder. The policy shall be endorsed to expressly provide GTrans with thirty (30) calendar days' advance written notice of cancellation, non-renewal or material change in coverage.

3. Business License: Shall be required to obtain and maintain a current business license from the place of operation.
4. Professional Licensing: The Contractor and any sub proposers shall possess any necessary license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California and shall provide evidence of such to GTrans with their proposal or prior to commencement of the work in such form as GTrans shall require.
5. Assignment/Sub-contracting: The selected Contractor shall not assign or subcontract services or responsibilities without the prior written consent of GTrans. GTrans acknowledges that subcontracting can be in GTrans' best interest but reserves the right of final approval.
6. Solicitation & Withdrawal: GTrans reserves the right to withdraw this solicitation for a proposal at any time without prior notice. Further, GTrans makes no representations that any agreement will be awarded to any firm submitting a proposal.
7. Right of Rejection: GTrans reserves the right to reject any and all proposals submitted in response to this request and to reject any Sub-Proposers specified in any proposal pursuant to this RFP.
8. Pre-Contract Expenses: GTrans shall not be liable or responsible for any pre-contract expenses incurred by a proposed or selected Contractor. Those proposing shall not include any expenses as part of the price proposed set forth in its proposal. Pre-contract expenses are defined as expenses incurred by those proposing in:
 - a. Preparing the proposal;
 - b. Submitting proposal to GTrans;
 - c. Negotiating with GTrans or any matter related to proposal; or

- d. Any other expenses incurred by those proposing prior to date award.
9. Verbal Agreements: No prior, current or post-award verbal agreement(s) with any officer, agent or employee of GTrans shall affect, modify or supersede any terms or modifications of this Request for Proposal or any written agreement or option resulting from this process.
10. Addenda: Any changes to the proposal requirements will be made by written addendum. All parts of the Request for Proposal including any and all addenda and any other supporting documents that may be included as part of the solicitation, shall be considered part of the agreement between GTrans and selected Contractor and shall be incorporated therein.
11. Irregularities: GTrans reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding proposals at its sole discretion. The term "minor" as used herein means any Proposer or GTrans irregularity, or oversight that does not materially affect or alter the intent and purpose of this RFP which is not in violation of any State of California or Federal Government rules, laws and regulations that may apply to this procurement.
12. **Exclusion from Participation of Forthcoming Work and Confidentiality:** The firm or subcontractors that is awarded this contract shall not be permitted to bid as a prime or subcontractor or participate any way, shape, or form in the forthcoming Request for Proposals or resulting contract for the actual design and build of the construction of the CNG fueling station. Furthermore, all materials provided within this solicitation shall be kept completely private and confidential.

I. PROTEST PROCEDURES

City of Gardena Ordinance No. 1493 specifies the policies and procedures to be used to ensure that all purchases, contracts and services are obtained through fair and open competition. The Purchasing Officer has the authority and the responsibility to ensure that all procurement is in compliance with this policy. The Purchasing Officer shall also ensure that all prospective Proposers are informed of the procedures to file a "Proposal Protest".

Should any individual, organization or group believe that these policies have been violated they may make an appeal in writing to the Purchasing Officer who is obligated to investigate the protest and provide an official response to the protest.

Protests shall be submitted within ten (10) working days of notification that a proposal has been awarded. All protests shall state specifically:

1. The Proposal title, opening or award date, purchase order or other identifying data;
2. The specific policy that is alleged to have been violated;
3. The adverse effect alleged to have resulted from the policy violations;
4. The corrective action being sought as a remedy.

The Purchasing Officer will respond in writing to the protester no later than ten (10) working days

from receipt of the protest. The response shall include:

- a) Review of the policy as applied in the transaction being questioned.
- b) Response to each material issue raised in the protest.
- c) Statement of whether a violation has indeed occurred.
- d) Corrective action to be taken if any is warranted.

A copy of the complaint and the response will be forwarded to the City Manager for review prior to submittal to the protester. According to City policies, the decision of the Purchasing Officer is appealable to the City Manager. If an appeal has been received in the office of the City Manager, the decision of the Purchasing Officer shall be considered final on the fifth working day following the date of notification to the protester. Should an appeal be received by the City Manager, a response will be provided to the protestor within five (5) working days and shall be considered final.

Whenever possible, the award of procurement will not be made final until all Proposal protests have been satisfactorily resolved. Final award will not be made until five (5) days after notification of protest decision has been provided to the protesting parties. The City does reserve the right to proceed with the award pending the resolution of the proposal protest when it is determined that:

- a) The items to be procured are urgently required;
- b) Deliver or performance will be unduly delayed by failure to make the award promptly; or
- c) Failure to make prompt award will otherwise cause undue harm to the City or funding agent.

When federal or state funding is involved, these procedures will be followed and will be supplemented by the regulations of the funding source. Should there be a conflict in the funding regulations and those set forth herein by the City, the more restrictive procedure shall take precedence.

Proposal protests are to be directed in writing to:

City of Gardena – GTrans
Attn: Purchasing Officer
Proposal Protest for – RFP No. 2020-03 CONSTRUCTION MANAGEMENT FOR CONSTRUCTION
OF A CNG FUELING STATION
13999 S. Western Avenue
Gardena, CA 90249

Formal Protests shall clearly state the following on the *outside* of the envelope:

PROPOSAL PROTEST FOR- RFP No. 2020-03 CONSTRUCTION MANAGEMENT FOR CONSTRUCTION OF
A CNG FUELING STATION

SECTION IV

REQUIRED FORMS

FORM A

PROPOSAL SUBMISSION CHECKLIST

This checklist shall be completed and returned with your proposal. Failure to return this checklist and the required documents may be cause for considering the proposal non-responsive.

	DESCRIPTION	REQUIRED FORMS REFERENCE LETTER	PROPOSER'S INITIALS
1.	Proposal Submission Checklist (This Form)	FORM A	
2.	Transmittal Letter Form	FORM B	
3.	Business Questionnaire	FORM C	
4.	Addendum Acknowledgement	FORM D	
5.	Designation of Subcontractors	FORM E	
6.	Affidavit of Non-Collusion	FORM F	
7.	Conflicts of Interest Statement	FORM G	
8.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	FORM H	
9.	Certification of Restrictions on Lobbying	FORM I	
10.	Proof of Non-Debarment or Suspension (SAM.gov)	FORM J	
11.	Cost Proposal (refer to instructions)	ATTACHMENT D	

Company Name:	
Name of Proposer initialing document (print):	
Email address of Company Contact:	
Signature:	
Title:	
Date:	

FORM B
TRANSMITTAL LETTER FORM

City of Gardena GTrans
Dana Pynn, Transit Administrative Officer
13999 S. Western Ave.
Gardena, CA 90249

1. Proposer acknowledges receipt of RFP 2020-03 and Addenda No. (s) _____
2. Proposer acknowledges its familiarity with requirements defined in Scope of Services.
3. This offer shall remain firm for _____ days from the RFP close date.
(minimum 120)

Company Name: _____

Address: _____

Telephone: _____

Print Name/Title: _____

E-mail: _____

Date Signed: _____

Signature: _____

FORM C
BUSINESS QUESTIONNAIRE

1. Name of Proposed Contractor ("Business", herein): _____

Doing Business As: _____
Other business name, if applicable)

EIN# _____

2. Business Mailing Address: _____
Street Address

City State Zip Code

3. Business Telephone Number: () _____ Fax Number: () _____

E-mail address: _____

4. Business Type: ☐ Individual ☐ Corporation ☐ Partnership ☐ Joint Venture

5. Number of Years in Business: _____

6. Annual Gross Revenue: (M represents Millions)

☐ \$1M or less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$16M ☐ \$16M or Over

7. Number of Employees:

☐ Less than 50 ☐ 50-100* ☐ 101-750 ☐ 751-1,000 ☐ 1,001 or over

8. Is Business Owned by Minority Ethnicity? ☐ Yes ☐ No

9. Ethnic Group: ☐ African American ☐ Hispanic American ☐ Native American
☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Caucasian
☐ Other (Please Specify) _____

10. Female Owned Business? ☐ Male Owned Business? ☐

11. Type of Work Performed: ☐ Construction ☐ Wholesale/Distributor ☐ Manufacturing
☐ Professional Service ☐ General/Technical Service ☐ Retail

12. Please provide a brief description of your materials and/or services:

13. Is the Business a subsidiary of another entity? ☐ Yes ☐ No

14. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐ Yes ☐ No

15. Is any litigation pending against the Business? ☐ Yes ☐ No

16. Has the Business ever been declared a "not responsible" vendor by a public agency? ☐ Yes ☐ No

17. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting? ☐ Yes ☐ No

FORM C Continued BUSINESS QUESTIONNAIRE

18. Has the Business been a defaulter, as principal, surety or otherwise? ☐ Yes ☐ No
19. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? ☐ Yes ☐ No
20. Is the Business in arrears upon a contract or debt? ☐ Yes ☐ No
21. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ☐ Yes ☐ No
22. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? ☐ Yes ☐ No
23. If a "yes" response is given under questions 15 through 22, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). GTrans reserves the right to inquire further with respect thereto.
24. Name of principal financial institution for financial responsibility reference.
- Name of Bank: _____
- Address: _____
- City and State: _____
- Officer familiar with proposers account: _____
- Federal Taxpayer I.D. number: _____
25. Please check all classifications that apply to your business:
- ☐ DBE ☐ WBE ☐ MBE ☐ SBE ☐ SBRA ☐ LSAF

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) GTrans will have the grounds to terminate any or all contracts which GTrans has or may have with the business; 2) GTrans may disqualify the business named above from consideration for contracts and may remove the business from GTrans' proposers list; or/and 3) GTrans may have grounds for initiating legal action under federal, state or local law.

Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow GTrans to report the amount of subcontracting activity with all businesses that offer the commodities and services used by GTrans.

Printed Name: _____ Title: _____

Signature of Owner: _____ Date: _____

(Owner, CEO, President, Majority Stockholder or Designated Representative)

FORM D
ADDENDUM ACKNOWLEDGEMENT

Proposer acknowledges receipt of the following addenda which are attached to the Proposal:

Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____

Failure to acknowledge the receipt of all addenda may cause the Proposal to be considered non-responsive.

If Proposer is a corporation, state the legal name of the corporation and the name(s) of person(s) authorized to sign Proposals; if a partnership, state true name of firm and the names of all individual partners; if an individual, state name in full.

Date: _____, 20____

Company: _____

Signed: _____

Name: _____

Title: _____

Telephone: _____

FORM E
DESIGNATION OF SUBCONTRACTORS

Propose shall provide the names and business addresses of each subcontractor who will perform work under the contract.

Attach additional copies of this form if more space is needed.

Company Name and Address / Contact Name and Phone No.	DBE (Included in CUCP List) (Yes / No)	Small Business Enterprise (Yes / No)	Description of Work/Services	Estimated Dollar Amount

FORM F
AFFIDAVIT OF NON-COLLUSION

Submit this form with the Price Proposal, failure to do so is grounds for disqualification.

I hereby swear (or affirm) under penalty of perjury that:

1. I am the Proposer (if the Proposer is an individual), a partner in the proposal (if the Proposer is a partnership), or an officer or employee of the proposing corporation and have authority to sign on its behalf (if the Proposer is a corporation);
2. The Proposer has independently produced the attached proposal(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent proposing competition;
3. The contents of the proposal(s) have not been communicated by the Proposer and or its employees and or agents to any person not an employee and or agent of the Proposer or its surety, on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal, and
4. I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Proposer's Company Name

Legal Structure (corp./partner/proprietor)

Principal Office Address

City, ST, Zip

Phone Number

Fax Number

E-Mail

Federal Employer Identification Number

Title of Person Authorized to Sign

Print Name of Person Authorized to Sign

Authorized Signature and Date

FORM G
CONFLICTS OF INTEREST STATEMENT

Proposers shall provide a list of all entities with which it has relationships that create, or would appear to create, a conflict of interest with the work that is contemplated by this project. The list should indicate the name of the entity, the relationship to the Proposer, and a discussion of the conflict.

Name of Entity: _____

Relationship to Proposer: _____

Conflict: _____

Name of Entity: _____

Relationship to Proposer: _____

Conflict: _____

Name of Entity: _____

Relationship to Proposer: _____

Conflict: _____

OR

I, _____, hereby certify that

Authorized Official

_____ has no known relationships that

Company

create or would appear to create a conflict of interest with the work that is contemplated by this project.

Executed this _____ day of _____, 20_____

By _____

(Signature of Authorized Official)

FORM H
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(Pursuant to 49 CFR Part 29, Appendix B)

A. By signing and submitting this proposal, the Proposer is providing the signed certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Proposer shall provide immediate written notice to GTrans if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact for assistance in obtaining a copy of those regulations.
4. The Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
5. The Proposer further agrees by submitting this proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it the eligibility of its principals. Each participant may, but is not required to, check the non-procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this

clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

1. The Proposer certifies, by submission of this bid or proposal, that neither it nor its "principals," as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. If Proposer is unable to certify to the statements in this certification, Proposer shall attach an explanation to this proposal.

Date:

Name of Proposer:

Signature:

Name:

Title:

FORM I
CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf
of _____ that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient shall certify and disclose accordingly.

This certificate is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder / Company Name	
Type or print name	
Signature of Authorized representative	
Signature of notary and SEAL	
Date	

FORM J
PROOF OF NON-DEBARMENT OR SUSPENSION
(*THIS IS A SAMPLE ONLY)

WWW.SAM.GOV

SAM Search Results
List of records matching your search for:

Search Term : new*-flyer*
Record Status: Active

ENTITY	New Flyer of America Inc.	Status: Active
DUNS: 621887959	+4:	CAGE Code: 3MCK9 DoDAAC:
Expiration Date: Apr 30, 2019 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 6200 Glenn Carlson Dr City: Saint Cloud State/Province: MINNESOTA ZIP Code: 56301-8852 Country: UNITED STATES		

SECTION V

PROPOSED AGREEMENT

SAMPLE AGREEMENT

SAMPLE AGREEMENT
AGREEMENT (DRAFT) BETWEEN
THE CITY OF GARDENA
AND

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

1. Recitals.

- A. City is desirous of obtaining services necessary to provide construction management and inspection services for construction of a CNG fueling station.
- 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 RFP 2020-03 Construction Management for Construction of a CNG Fueling Station, 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 Rachel Yoo 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 City's RFP 2020-03 Construction Management for Construction of a CNG Fueling Station and Consultant's proposal in response incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

6. Timing of Performance. Time is of the essence with respect to Consultant's performance of the

Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement City, in its sole discretion, may extend the time for performance of any Service.

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

8. Term of Agreement/Termination.

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

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

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

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

9. Invoices and Payments.

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

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

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

10. Records/Audit.

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

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

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

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

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

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

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

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

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

14. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

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

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

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

17. Legal Requirements.

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

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

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

18. Conflict of Interest and Reporting.

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

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

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

20. Insurance.

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

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

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

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

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

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

3. 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.

4. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, unless cancelled for non-payment, then ten (10) calendar days notice shall be given, is mailed to City.

5. 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 (10) 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.

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

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

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

of any requested policies to City within three (3) days of any such request by City.

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

21. **Indemnity.**

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

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

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

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

23. **PERS Eligibility Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

24. **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: Rachel Yoo
13999 S. Western Avenue
Gardena, California, 90249
Email: ryoo@gardenabus.com

[Consultant]

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. 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.

26. 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.

27. 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.

28. 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.

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

30. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

33. Attorney's Fees. In the event that legal action is necessary to enforce the provisions of this Agreement, or

to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

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

CITY OF GARDENA

By _____
Tasha Cerda
Mayor

Date _____

ACCEPTED: [Consultant]

By _____

Date _____

APPROVED AS TO FORM:

Carmen Vasquez
City Attorney

SECTION VI

SCOPE OF WORK

SCOPE OF WORK

GTrans is seeking proposals from qualified firms to provide construction management services for construction of a CNG Fueling Station. The anticipated duration of this contract is expected to be eight to twelve months and is expected to commence in October of 2020.

Coordination of some of the work may be required with FTA and/or other local agencies. It is anticipated that all work will be prepared in accordance with GTrans and/or FTA practices, regulations, policies, procedures, manuals, and standards, as appropriate.

The Construction Manager (CM) shall:

Task 1 – Provide services to support the procurement phase of process.

- Attend the pre-proposal meeting and assist in responding to contractor requests for clarification and information during the solicitation phase
- Assist in responding to questions during the question and answer period of the solicitation
- Analyze and provide feedback on proposal submissions and their costs to determine fair and reasonableness

Task 2 – Provide project management and contract administration services.

- Conduct/chair meetings necessary to deliver the project including but not limited to the following:
 - Kick-off
 - Weekly project meetings
 - Meetings with external agencies
- Develop and maintain a project correspondence log
- Establish notification and coordination procedures for shut down of facilities usage at the project site
- Provide project records management including preparing meeting minutes, action item logs, invoice tracking, shop drawing logs, Request for Information (RFI) logs, design changes and contract change orders.
- Track status of invoices, RFIs, shop drawing approvals and follow-up on outstanding issues.
- Manage the project progress ensuring project is adhering to schedule
- Manage and mitigate any claims
- Review payroll documentation and lien releases ensuring these records are in order
- Review any potential claims and make recommendations
- Review and process certified payrolls and prepare deficiencies reports
- Review, analyze, and make recommendations on change orders including material substitutions
- Review and make recommendations on contractor applications for progress payments
- Lead the review and resolution of disputes prior to arbitration action and support any

- litigation
- Manage the Job Safety Plan proposed by the Design-Build firm

Task 3 – Provide daily job inspection services.

- Report directly to the GTrans project manager and obtain approval as needed
- Develop and maintain log of daily jobsite activities including photos of on-site activities. Field evaluations shall include confirmation that fieldwork conforms to the contract documents
- Maintain a daily log of activities in accordance to the Job Safety Plan
- Perform quality assurance and schedule control of construction
- Coordinate and schedule City Building Department inspections and other necessary inspections as required
- Coordinate and schedule all utilities
- Review invoices for billing accuracy and recommend approval or non-approval of invoices
- Ensure operations comply with all applicable State, Federal, and Local Safety Requirements

Task 4 – Special/Deputy Inspections. The consultant shall supervise and ensure the provision of Special/Deputy Inspectors by the Contractor for any segment of construction as directed or required by the construction requirements and Permit Conditions. The Deputy Inspectors shall oversee special inspection services as needed, which includes the following items at a minimum:

- Reinforcing steel & placement
- Concrete Placement
- Concrete strength / crush
- Placement and/or torque test for anchor bolts
- Welded pipe joints (dye penetrant and radiography as required)
- Pressure testing of field-installed piping and tubing
- Others as required

Task 5 – Provide project close out services.

- Prepare punch-list and aggregate other punch lists prepared by GTrans staff and the consultants.
- Supervise and verify the completion of the punch-list items
- Schedule and coordinate startup and commissioning work by the contractor, the contractor's equipment vendors, GTrans and consultants.
- Track and lead the resolution of all RFIs, change orders, contractual issues and warranties at closeout of project
- Prepare a close out report with recommendation as to final payment, notice of completion, and complete close-out file documentation including as-builts.

Deliverables

1. Provide a formal written response to firm questions during the question and answer period of the solicitation phase of the procurement
2. Provide a formal written summarized proposal feedback report with an analysis and summary of firm qualifications and an analysis of individual line item costs to support documentation of fair and reasonableness. Identify negotiation points.
3. Submit a summary of weekly meeting minutes for any meetings that occurred during the week to GTrans project manager on a weekly basis
4. Provide proof of submission of certified payrolls and any deficiency reports on a periodical basis
5. Provide a monthly report summarizing all daily job inspection services described in Task 3 on a monthly basis
6. Provide a monthly report of any inspection services conducted during the month as described in Task 4 on a monthly basis
7. Submit final completed punch list to GTrans satisfaction and subsequent approval
8. Provide a complete final close-out report as described in Task 5 to GTrans satisfaction and subsequent approval

SECTION VII

FEDERAL CLAUSES

FEDERAL CLAUSES

Fly America Requirements— Applicability— all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Governmentfinanced international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Seismic Safety— Applicability— Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Energy Conservation— Applicability— All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water— Applicability— All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Lobbying— Applicability— Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR

part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports— Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means

whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes— Applicability— All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air— Applicability— All contracts over \$150,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties— Applicability— All contracts except micropurchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts— Applicability— All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of

1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on

payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
 2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
- If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by

contact or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-Wide Debarment and Suspension (Nonprocurement)—Applicability—Contracts over \$25,000 The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," [https:// www.sam.gov](https://www.sam.gov), if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements— Applicability – When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements— Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply

with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and

(3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer”. (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the

Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the

administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as

amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Patent and Rights Data - Contracts involving experimental, developmental, or research work (\$10,000 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable:

- (a) Invention,
- (b) Improvement, or
- (c) Discovery,

(2) The Federal Government's rights arise when the patent or patentable information is:

- (a) Conceived under the Project, or
- (b) Reduced to practice under the Project, and

(3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to:

- (a) Notify FTA immediately, and
- (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

- (1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be

determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and

- (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

c. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

- (1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and
- (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information:

- (1) Copyright. Whether or not copyrighted, and
- (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data":

- (1) Include, but are not limited to:
 - (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but
- (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but

- (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to:
 - (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that

has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that:

- (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable,
- (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that:

- (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet,
- (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request,
- (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing,
- (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA,
- (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but
- (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

- (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and
- (2) The Recipient has no obligation to the Federal Government with respect to those license

fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:

- (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties,
- (2) The Federal Government's employees acting within the scope of their official duties, and
- (3) Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either:

- (1) Implies a license to the Federal Government under any patent, or
- (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:

- (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and
- (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

- (1) The Freedom of Information Act, 5 U.S.C. § 552,
- (2) Another applicable Federal law requiring access to Project records,
- (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or
- (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise (DBE)— Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race- neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor

performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment– Applicability – All contracts except micropurchases \$10,000 or less, (except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms– Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

OTHER FEDERAL REQUIREMENTS:

Full and Open Competition - In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally- assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal

requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of

the major -Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

Veterans Preference - As provided by 49 U.S.C. 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number - The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

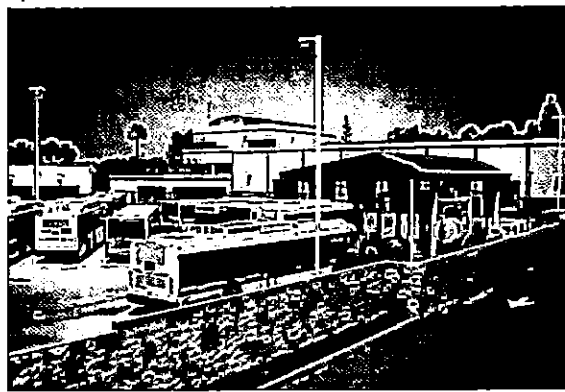
The CFDA number for the Federal Transit Administration - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced

with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Organizational Conflicts of Interest- The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements.

Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

PSOMAS



CONSTRUCTION MANAGEMENT FOR CONSTRUCTION OF A CNG FUELING STATION

GTrans
City of Gardena

RFP No: 2020-03
08.25.2020

August 25, 2020

City of Gardena GTrans
Dana Pynn, Transit Administrative Officer
13999 S. Western Ave.
Gardena, CA 90249

1. Proposer acknowledges receipt of RFP 2020-03 and Addenda No. (s) 1, 2
2. Proposer acknowledges its familiarity with requirements defined in Scope of Services.
3. This offer shall remain firm for 120 days from the RFP close date.
(minimum 120)

Company Name: Psomas

Address: 5 Hutton Centre Drive, Suite 300
Santa Ana, CA 92707

Telephone: (714) 412-5672

Print Name/Title: Reuben Tolentino, CCM, DBIA, ENV SP/Vice President

E-mail: rtolentino@psomas.com

Date Signed: August 25, 2020

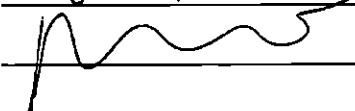
Signature: 

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FIRM QUALIFICATIONS

Psomas

Founded in 1946, Psomas is a California corporation with more than 600 employees in offices throughout California, Arizona, and Utah. Dedicated to balancing the natural and built environment, we serve public and private sector clients in

Southern California with top-notch staff who can deliver award-winning projects through innovation, creativity and cutting-edge technical expertise.

Psomas provides "third party" or "agency" construction management and inspection services and will serve as your advocates in the field. Through our staff and utilization of web-based software, we can provide you with a full range of contract administration, quality control inspection, cost and schedule control, document management, change order negotiation, and dispute resolution services. We know what it takes to deliver a successful project. Some areas in which Psomas can add value to your team during construction include:

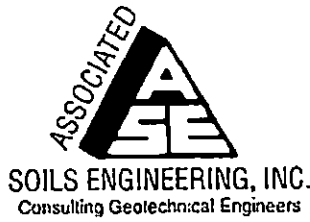
- ▶ Bidding and Award Services
- ▶ Design Review
- ▶ Biddability/Constructability Review
- ▶ Construction Management/Resident Engineering
- ▶ Inspection
- ▶ Contract Administration
- ▶ Labor Compliance
- ▶ Scheduling
- ▶ Cost Control
- ▶ Claims Avoidance and Resolution
- ▶ Training

Subconsultants

The following subconsultant, Associated Soils Engineering, Inc. (ASE), was added to the Psomas Team to provide GTrans with unmatched materials testing and special inspection services. Psomas has worked with this subconsultant in the past and believes ASE has demonstrated their commitment to improving infrastructure with long-term, fiscally responsible solutions.

"It is truly my pleasure to commend Psomas for providing high quality construction management services."

***– Rolando Cruz,
Former Executive
Director and
Vice President of
Maintenance and
Facilities, Long
Beach Transit***

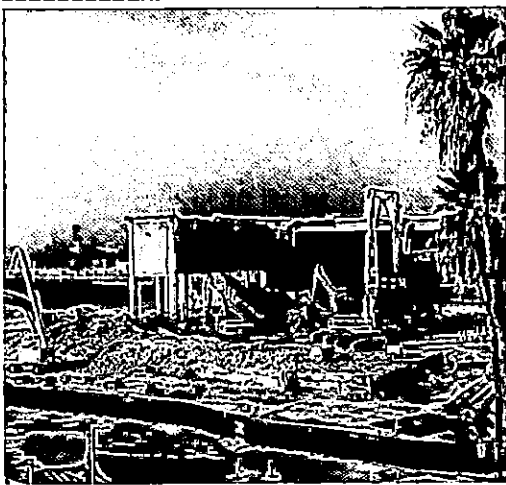


Associated Soils Engineering, Inc.

Associated Soils Engineering, Inc. (ASE) was incorporated in 1974, in the State of California. ASE, headquartered in Signal Hill, California, has been providing services to various municipalities as well as private industry throughout Southern California for over 40 years. ASE facilities are considered among the best in Southern California at providing testing services for many competitors, as well as for in-house clients. ASE has a commitment to provide geotechnical consulting and soils and materials testing services with a high degree of professional excellence and proficiency. ASE strives to offer clients individual attention and provide innovative solutions at a competitive cost. ASE has provided extensive geotechnical design, material testing, and construction testing services, and will draw upon this vast experience, information and data gathered over the years to provide quick and cost-effective geotechnical solutions for this project. ASE has 16 employees currently working directly out of the Signal Hill office.

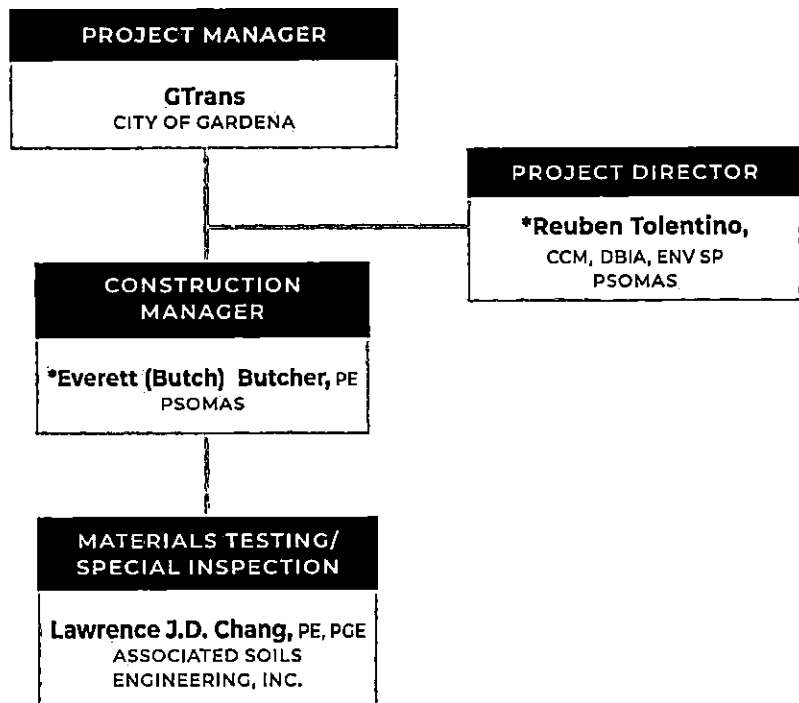
ASE's in-house laboratory is certified by AASHTO/CCRL and AMRL (Hot Mix Asphalt, Aggregate, Soil, & Portland Cement Concrete) as well as by the State of California Department of Transportation (Caltrans) and Division of the State Architect (DSA).

KEY PERSONNEL



As a Construction Management team of specialists, we excel at knowing how to manage your project effectively. We take the long view of a project as a whole and are proactive, not reactive. We bring our expertise to bear to anticipate problems and develop solutions long before potential roadblocks could become a costly reality.

This team has been organized with productivity and cost efficiency in mind. Everett (Butch) Butcher was selected as the Construction Manager for this project because of his experience on multiple City of Gardena projects along with his involvement in other CNG fueling facilities. Butch will serve as the hub of information for the project to which GTrans will have full access. Once construction begins, Butch will be supported by a team with which he has worked in the past and trusts. The Organization Chart below depicts the communication flow on the project as well as key staff who have been identified with an (*).





Everett Butcher, PE

Construction Manager

Everett (Butch) Butcher has over 35 years of experience in providing project management services for large civil engineering construction projects. His background includes program and project development and execution for land development, planning, contracting, construction, environmental, public works, transportation, and utilities.

Experience

REGISTRATION

2007/CA/General
Contractor/A&B/904632

2003/CA/Professional
Engineer/Civil/65620

2002/CA/Professional
Engineer/Mechanical/32081

EDUCATION

1989/MS/Civil Engineering/
University of Illinois, Urbana

1977/BS/Ocean
Engineering/Massachusetts
Institute of Technology

EXPERIENCE

With Psomas for 7 years;
with other firms for 28
years

CNG Fueling Station, Thousand Palms, CA: Construction Manager/Inspector (Alternate) for providing construction management services for a CNG Fueling Station including bid review, claims management, claims mitigation, construction claims analysis, construction inspection, construction quality assurance, contract review, scheduling onsite testing, project control, schedule analysis, construction cost estimation, construction special inspection and material substitution review. Tasks also included coordination with all utilities, the FTA and other local agencies.

CNG Fueling Station/Facility Modifications, Norwalk, CA:

Construction Manager/Inspector (Alternate) responsible for overseeing modifications to an existing diesel bus maintenance facility. The project's scope was to create a new multi-million dollar Compressed Natural Gas (CNG) fueling station and to upgrade the existing garage. The project utilized a design-build delivery system with a single contractor for the design and construction of both the fueling station and garage modifications. The CNG station is capable of fast fueling 30 CNG buses on an average of 55 Diesel Equivalent Gallons (DEG) per bus to 3,600 psi, temperature adjusted to 70 degrees Fahrenheit in a five-hour period. The station is comprised of two compressors, a gas dryer, CNG storage vessels, and a new fueling island containing two CNG dispensers. The existing facilities were powered by a 500 kVA transformer, which was upgraded to accommodate the new CNG equipment.

Transportation/Public Services Facility and Transit Station

Improvement, Norwalk, CA: Construction Manager/Inspector (Alternate) for construction management services, which included project oversight, submittal review, inspections, execution of construction change orders, review of GC payment requests, applicable Federal Transit Administration (FTA) reporting requirements, and completion of close-out program documents. This project will consist of improvements to four major areas of the facility, including pedestrian improvements in the parking lot, construction of additional bus shelters at the existing bus stop, interior remodel of the lobby and fleet maintenance office space, and upgrades to the Bus Wash located in the City yard.

Rosecrans Avenue Arterial Improvement, Gardena, CA: Resident Engineer for this \$4 million, Measure R funded project. The project spanned the entire right of way of this major, two-mile-long arterial crossing the City of Gardena. Project work included removal of the center turn lane pavement, installation of raised medians, stamped colored concrete, landscaping, irrigation, driveways, sidewalks, curb ramps, traffic signal improvements, mill and overlay asphalt concrete pavement, and signage and striping. The project

required close coordination with the owners of multiple fuel pipelines and other underground facilities within the project boundaries, and with adjacent business and residential property owners and tenants.

Vermont Avenue Arterial Improvements Project, Gardena, CA:

Resident Engineer for this \$1.4 million project. The project consisted of work on the western half of 2.4 miles of Vermont Avenue (the eastern half is owned by the City of Los Angeles). Project work included improvements in curb ramps, sidewalks, driveways and traffic signals, full depth remove and replace PCC and AC pavement, grind and overlay AC pavement, slurry seal, and improve and replace signage and striping. Resident Engineer for this \$1.4 million project which consisted of work on 2.4-miles to the City of LA border. Project work included improvements in curb ramps, sidewalks, driveways and traffic signals, full depth remove and replace PCC and AC pavement, grind and overlay AC pavement, slurry seal, and improve and replace signage and striping.

City of Hermosa Beach On-Call Project and Construction

Management Services, Hermosa Beach, CA: Project Manager for various state and federally funded capital improvement projects for the City of Hermosa Beach. Services included consultant selection and management, complete project management from planning through construction phase services, bond and grant management, bid and award services, construction management and inspection, and project close-out. Capital improvement projects included Pier Renovation Phase III, Aviation Street Tree Project, Pier Clock Barrier, Pier Concrete Deck Treatment, Manhattan Avenue Street Improvements, Pier Avenue and North Parking Structure Restriping, Beach Restroom Rehabilitation, Community Center, Various Street Improvements, and Police Department HVAC Upgrades.

Orange Avenue Improvements between 52nd and 64th Streets, Long Beach, CA:

Construction Manager for this \$2.3M project which was 7,750 feet long and included trimming and root shaving, removal of 29 trees, repair and replacement of existing PCC improvements including sidewalks, curb and gutters, and 70 curb ramps, and replacement of old signals. Construction also included grinding PCC and AC pavement and overlay with AC (3,000 tons) and asphalt rubber hot mix (ARHM) (5,000 tons), as well as minor traffic signal modifications and upgrades and signing and striping.

Alamitos Avenue Rehabilitation Between 7th Street and Orange Avenue, Long Beach, CA:

Resident Engineer for this \$1.3 million project which was 4,700 feet long and included the repair and replacement of various existing Portland Cement concrete (PCC) improvements (sidewalk, curb and gutter, curb ramps, driveways, alley entrances, cross gutters, other). Construction also included grinding PCC and asphalt concrete pavement and overlay with AC (2,400 tons) and asphalt rubber hot mix (ARHM) (3,000 tons) as well as minor traffic signal modifications and upgrades and signing and striping.



Reuben Tolentino, CCM, DBIA, ENV SP – Psomas

Project Director

Reuben Tolentino has 21 years of experience providing construction management and inspection services. He serves as Psomas' Vice President and Team Leader for the Southern California Program/Construction Management Division. His experience includes management of staff and consultants, project management, construction management and inspection, constructability review, value engineering, construction documents and specifications, claim dispute resolution, contract administration, community outreach, bidding assistance, project controls, and scheduling review for both the public and private sectors.

Prior to joining Psomas, Reuben was Capital Projects Coordinator for the City of Long Beach. As the main point of contact for the Public Works Department, he was responsible for several high profile construction projects from early design phases through construction completion. Further in this role, Reuben wrote the request for proposals/qualifications for construction management and other professional consulting services.

EDUCATION

1997/BArch/Architecture/
California State Polytechnic
University, Pomona

CERTIFICATIONS

Certified Construction
Manager/Construction
Management Association
of America

Envision Sustainability
Professional/Institute for
Sustainable Infrastructure

Designated Design-Build
Professional/Design-Build
Institute of America

PROFESSIONAL AFFILIATIONS

American Public Works
Association, Southern
California Chapter

Construction Management
Association of America,
Southern California Chapter

Design-Build Institute of
America

EXPERIENCE

With Psomas for 14 years;
with other firms for 7 years

Experience

CNG Fueling Station, SunLine Transit Agency, Thousand Palms, CA:

Project Manager for providing construction management services for a CNG Fueling Station including bid review, claims management, claims mitigation, construct on cl a ms analys s, construct on nspect on, construct on qual ty assurance, contract review, scheduling onsite testing, project control, schedule analys s, construct on cost est mat on, construct on spec al nspect on and material substitution review. Tasks also included coordination with all utilities, the FTA and other local agencies.

Various Big Blue Bus Projects Improvements, City of Santa Monica:

Project Director overseeing Psomas' services for two recently completed Big Blue Bus (BBB) Projects. Services provided for these projects included full preconstruction (including constructability), construction and project close-out services. \$2.5M Facilities Upgrades & Renovations Project which included renovations and improvements to the BBB Admin Building and a \$2M BBB Methane Detection System Upgrades, including the replacement of existing CNG gas detectors.

CNG Station and Bus Maintenance Facility Modification, Long Beach Public Transportation Company (LBT), Long Beach, CA:

Project Manager for the modification/upgrade of an existing LBT diesel bus maintenance facility to a Compressed Natural Gas (CNG) facility for the fueling and maintenance of 100 new CNG buses. Psomas provided construction management services including coordination of daily activities and construction oversight. The project was a design-build project where a single contractor was selected for the design and construction of the CNG fueling station and garage modifications. The project included installation of two CNG storage tanks and three compressors, installation of underground pumps and conduit, and modifications to existing maintenance facility including complex overhead work involving a large number of conduit and gas sensors, exhaust fans, and ceiling modifications.

Reuben Tolentino,
CCM, DBIA,
ENV SP
(Continued)

Norwalk CNG Station and Facility Modification, Norwalk Transit System, City of Norwalk, CA: Principal-in-Charge and Project Manager providing construction management and inspection services during the design and construction of the new CNG facilities. The CNG station will be capable of fast fueling 30 CNG buses on an average of 55 Diesel Equivalent Gallons (DEG) per bus to 3,600 psi, temperature adjusted to 70 degrees Fahrenheit in a five-hour period. The station will be comprised of two compressors, a gas dryer, CNG storage vessels, and a new fueling island containing two CNG dispensers. The existing facilities were powered by a 500 kVA transformer, which was upgraded to accommodate the new CNG equipment.

CNG Fueling Station, City of Long Beach Fleet Services, CA:

Principal-In-Charge for this "turn-key" CNG low and fast-fill vehicle fueling station to accommodate a new fleet of CNG refuse trucks and street sweepers currently fueled by LNG. Oversaw construction management and inspection services during the design and construction of the new CNG facilities. The scope of services included facilitation of a project kickoff meeting and partnering meetings, CPM scheduling, permit coordination, coordination of daily construction activities, monthly progress reports, review and approval of monthly payment applications, construction progress meetings, change order negotiation, and construction oversight.

Transit Mall Improvements, Long Beach Public Transportation Company, Long Beach, CA:

Construction Manager for the Long Beach Transit Mall Improvements design-build project. The improvements to the Long Beach Transit Mall were on First Street between Long Beach Boulevard and Pacific Boulevard. The construction involved replacement of eight bus shelters and kiosks; creation and enhancement of safe waiting areas; improving transit information displays; removing and replacing public sidewalks to meet ADA standards; adding landscaping and public art to visually promote public transportation, including its connections with regional bus and light rail service. The project required close coordination with local businesses and residents so that they were aware of the construction activities on a daily basis and the traffic control plans were implemented. The corridor remained open for light rail service during the entire construction period.

Transportation/Public Services Facility and Metrolink Station Improvement Project, Norwalk Transit System, City of Norwalk, CA:

Project Manager providing construction management services, including project oversight, submittal review, inspections, execution of construction change orders, review of GC pay requests, applicable Federal Transit Administration (FTA) reporting requirements, and completion of close-out program documents. This project will consist of improvements to four major areas of the facility, including pedestrian improvements in the parking lot, construction of additional bus shelters at the existing bus stop, interior remodel of the lobby and fleet maintenance office space, and upgrades to the Bus Wash located in the City yard.



REGISTRATION

2006/Professional
Engineer/Civil/CA/#67987

2010/Professional
Geotechnical Engineer/
CA/#2881

EDUCATION

1997/PhD. Candidate
Geotechnical Engineering/
Nanyang Technological
University, Singapore

1988/MS/Geotechnical
Engineering/University of
California, Davis

1983/BS/Civil Engineering/
Chung Yuan Christian
University, Taiwan

EXPERIENCE

32 years

Lawrence J.D. Chang, PE, PGE – Associated Soils Engineering, Inc.

Materials Testing/Special Inspection

Lawrence Chang provides supervision and management of soils and materials testing laboratory; implementation and enforcement of QC policy; review and certification of QC/QA testing and inspection documents; field inspection, certification and evaluation; roadway pavement design.

Experience

Associated Soils Engineering, Inc. (ASE), Signal Hill, CA:

Management/involvement in highway/roadway/transportation/school construction projects such as Long Beach Transit's (LBT) 1st Street Transit Mall project and Information Center II Project, LA Metro's Antelope Valley Train Station Project, City of Avalon New Fuel Pier Project, City of Cerritos Roadway Rehabilitation Project, City of Hawthorne Municipal Airport Roadway Rehabilitation, City of Garden Grove Annual Pavement Rehabilitation Projects, City of Bellflower Municipal Improvement Project, Capital Improvement Projects with Rowland Water District, Walnut Water District, and Crescenta Valley Water District, Fed Ex-LA Hub Pavement Rehabilitation, Numerous School Projects with Santa Ana Unified School District, Long Beach Unified School District, Savanna School District, and Rosemead School District, Baker Commodity Cold Storage Facility (266,000 SF) development at the Port of Long Beach, and New Operation Building for Toyota Motor Sales of USA at the Port of Long Beach.

Testing Engineers, Santa Ana, CA: Coordination and supervision of project implementation and budget, geotechnical site investigation, engineering analysis and report writing presentation and negotiation of project proposals and contracts with clients. Management/involvement of projects such as Ynez Bridge Widening in Temecula, Santa Clarita Medical Building in Santa Clarita, Marion Knotts Studio/Athletic Field/Parking Structure/Student Residence at Chapman University in Orange, Saugus High School in Santa Clarita, The Crossing Church in Costa Mesa, Fed Ex Ground - LA Hub Pavement Rehabilitation in Los Angeles, Harbor Blvd. Rehabilitation in La Habra, Sewer Main Replacement in Canyon Lake, First American Capital Development in Santa Ana, and Gym Expansion at Biola University in La Mirada.

Professional Service Industries, Inc., San Diego, CA: Participated as Project Engineer in projects such as Denver International Airport, Orange County Juvenile Court and Detention Facility, Camp Pendleton Marine Corps Base, hospitals in Azusa and Thousand Oaks, Hesperia High School in Riverside, golf resort in Rancho Mirage, New Civic Center in Escondido, and San Francisco International Airport Expansion.

American Engineering Lab., Inc. San Diego, CA: Participated in on-site drilling, sampling and logging, pile driving inspection (both land and marine based), caisson drilling inspection, fill earth compaction testing, laboratory testing result analysis and geotechnical investigation report writing, groundwater percolation sampling and monitoring.



WORK PLAN

Project Understanding

Psomas understands the significance of this project to GTrans, and how important it is to deliver a timely and successful outcome. This project will help GTrans continue to improve quality of life for customers and the community as a whole. Psomas has

embraced this philosophy. As such, it is important for us to gain a comprehensive understanding of the entire project and how it will affect GTrans' business. To gain that understanding, we have considered our experience on three recent successful CNG projects and reviewed the related RFP and the accompanying site plans and specifications.

The Psomas Team is fully capable of providing coordination and plan review during the design portion of the project, as well as construction administration and inspection services during construction. We know GTrans is looking for a firm that can offer support and insight during the design-build process. As we have done through recent completion of similar CNG design-build projects for SunLine Transit, the City of Long Beach, Norwalk Transit and Long Beach Transit, Psomas can provide knowledgeable and experienced staff who can manage and understand a design-build project.

The primary goal of this project is to construct a new CNG vehicle-fueling system at the GTrans bus maintenance facility in Gardena. The design-build contractor will be required to design, procure and install the following equipment as required for the project:

- ▶ Three (3) or Four (4) CNG compressor skids with motor starters and controls
- ▶ Gas dryer
- ▶ Pressure-valve panel
- ▶ Two (2) transit dispensers
- ▶ Four (4) CNG storage vessels
- ▶ CNG defueling station
- ▶ CNG fueled back-up generator and transfer switch (additive alternate)

The project includes demolition and reconfiguration of existing paving, landscape and irrigation to accommodate installation of the new CNG equipment listed above, as well as construction of security fencing and gate around the CNG equipment area.

Additionally, the design-build contractor will be required to modify and upgrade the existing Maintenance Building 'B' and Fueling Building 'C' to comply with all CNG related codes and safety regulations. Modifications to Maintenance Building 'B' includes replacement of existing IR heating system with new CNG rated IR heating system, modification to existing HVAC system, and installation of CNG gas detection system. Modification to Fueling Building 'C' and adjacent canopy includes installation of all conduit and piping required to support installation of CNG dispensers.

How We Will Deliver the Scope of Work Monitoring and Maintaining the Schedule

A detailed project schedule will be required of the design build contractor as the first course of action for the project. The schedule should be developed by both the EOR and the Contractor. From this schedule, a three-week lookahead schedule will be developed and reviewed on a weekly basis throughout the project. As the schedule changes, the project schedule will be updated and submitted on a monthly basis. The weekly schedule should be detailed enough to see what is happening daily. In addition it will be very important to make sure the design build contractor is working within the stipulated work times. If work is to be performed outside these hours, Psomas staff will verify plenty of notice is given to GTrans and that GTrans authorizes the work before it begins. It is important to coordinate the schedule with GTrans Operations staff.

Plan Review During Design Phase

One way in which Psomas can greatly help the project meet its time constraints is to have experienced engineering staff offer meaningful comments during plan review that will not only aid in the design process, but look for, and avoid, pitfalls that GTrans and utility agencies might raise during their review. Psomas has recently completed a successful design-build CNG station project for SunLine Transit and will bring this experience to the table to offer insight and lessons learned from these projects. If unanticipated issues arise, Psomas can help as an objective third party to get the issues resolved quickly.

Documentation

As was the case with the CNG Station project for SunLine Transit, Federal Transit Administration (FTA) oversight was a tedious process that required thorough documentation of all aspects of the project and this project will require close attention to project documentation. Sometimes, the FTA auditors required extra information or information provided in different formats. Psomas will anticipate those requests and will provide information from Day One based on what was requested for the previous projects. For instance, Psomas already has a work plan prepared that will be tailored to the CNG facility and will be able to present that to the FTA. Additionally, Psomas will request that the EOR add a section in their specifications that will list all of the warranty terms and the terms.

Single Conduit for Communication

There needs to be a single person designated as the point of contact for all communication and this is Butch Butcher, who will pull everyone together. No matter the issue, Butch will have seen the nexus, the proposals and the resolution. By Butch knowing all the players, we can confirm the correct people are brought into an issue early on and the right people are being notified of the progress and solutions. When construction starts, Butch will provide full-time on-site management and will be the primary point of communication. This will avoid miscommunication and delays that need to be eliminated from this project. This single point of contact should begin immediately at the beginning of the project and cover all communications regarding the project.

Utility Coordination

Most often, utility agencies work at their own pace and the urgency placed on a project from the customer's standpoint will not influence them. Psomas believes that continuous interaction with utility agencies can avoid delays. Listening to the requests of the service planners, following the steps they require for approving plans, researching all available documents, and meeting with field superintendents are all steps that can greatly expedite this process. Psomas can aid in this process by asking the EOR if he has done the above steps on a regular basis. Early and consistent communication with utility agencies is crucial to a successful project.

Safely Maintaining Normal Operations

Safety is of the utmost importance on any project, and Psomas recognizes that safety is especially important on this project due to the fact the facility must remain open for normal operation during construction. Psomas staff has experience working closely with transit staff and are sensitive to the needs of the facility. Psomas will work with GTrans staff to identify their schedule of operations and coordinate these activities with the design build contractor. Psomas will also work with the Contractor to verify all construction vehicles and deliveries are properly flagged and escorted in and out of the project site for the safety of GTrans staff, and to minimize the impact to normal operations. Finally, Psomas will work closely with GTrans staff to ensure all parties follow social distancing and sanitation guidelines as recommended by the appropriate State and local agencies.

Municipal Building and Fire Department Coordination

Key Psomas staff have experience coordinating with public agencies regarding construction of a new CNG station and understand the expectations. Psomas will lend this knowledge of expectations and process to the EOR and follow the plans to confirm there are no unnecessary delays or red tape attached to the project through resubmissions of plans, or failed inspections.

Long-Lead Items

It is critical that the compressors, dryer, and tanks be constructed, delivered and installed within the construction contract duration. Some vendors may have requirements that plans be approved before items even go into production. In any case, Psomas will request that these items be identified early in the Design Process and added to the project schedule. Working backwards from the date the equipment needs to be delivered, a buffer time will need to be added to the drop-dead order date. Psomas will then follow progress of the design and ordering of the materials, always tracking the critical order date. Once ordered, Psomas will request constant updates on the status of the equipment during production and shipping. If possible, equipment will be requested to be ordered early and stored on-site. In addition to the need for some equipment to be produced outside the area and require long-lead times to acquire, COVID-19 has also added to the delay of certain equipment. Psomas will work closely with the design-build contractor to identify any delay or increase in lead time due to increased burden associated with the ongoing COVID-19 issues, and will communicate all potential delays to GTrans on a regular basis.

Description of the Work and Responsible Person

Described below are the scope of work items, Psomas' work plan for each item, and the person responsible for each task.

Task 1 – Procurement Phase Support Services

Bidding Services

Person Responsible: Construction Manager

We will work with GTrans to arrange for the pre-bid conference, prepare the agenda, and distribute minutes to plan holders and attendees. Because Psomas has completed numerous design-build CNG projects, we are familiar with the potential contractors and design firms that could propose on this project and will be able to reach out to develop contractor interest. By keeping the contracting community apprised of the project status, we hope to be able to maintain a competitive bidding climate. We will also work with GTrans to answer, in writing, all bidder questions. Once the design-build proposals are received, we will assist GTrans with review for fairness and reasonableness.

Task 2 – Project Management/Contract Administration Services

Project Meetings

Person Responsible: Construction Manager

We will conduct periodic progress meetings with the design-build contractor, GTrans and other interested project participants as invited. Prior to holding the initial project meeting, we will meet with the GTrans PM to develop a list of desired meeting participants. Butch will prepare all meeting agendas that will cover areas such as the progress of the work, outstanding project issues, submittal status, RFIs, potential claims, changes, utility issues, project safety, and public relations issues. Meeting minutes will be developed and distributed to all parties on an ongoing basis.

At the weekly progress meetings, the design-build contractor will be requested to submit and inform all meeting participants of their planned activities and their resources and efforts that will be dedicated to the project in the coming three weeks. The three-week schedule will be updated by the design-build contractor on a weekly basis and will be utilized throughout the course of the project to confirm short-term activities and status of submittals regarding the planned activities, including ongoing GTrans and utility coordination, and scheduling required material testing. Weekly meetings are instrumental in helping to achieve project quality assurance, maintaining open lines of communication and good working relationships, and addressing and resolving project issues before they become project claims.

Psomas can also facilitate a preconstruction conference with the design-build contractor prior to the start of construction activities on the project. At the meeting we generally review the project plan and specification requirements, highlighting areas such as project communication lines, safety issues, labor compliance, utilities, staking, material testing, scheduling of regular progress meetings, progress payments, and other salient features of this contract. A project specific meeting agenda will be developed by Psomas, attendees recorded, and meeting minutes will be summarized for distribution to GTrans, approved meeting participants and the project record files.

Administration of Contract Documents

Person Responsible: Construction Manager

Psomas will provide full-time oversight and review of construction progress and verification that all work conforms to contract requirements. Psomas will reject work that does not conform to the requirements of the contract documents and will promptly report unacceptable work to GTrans and the design-build contractor. Rejected work will be thoroughly documented, photographed, and tracked until repaired or replaced to the satisfaction of GTrans. Further, Psomas will help to verify the coordination efforts are effective and will clarify any questions for interpretation of the construction documents. Finally, firm and fair determinations will be processed to minimize cost and time impacts to the project.

Correspondence

Person Responsible: Construction Manager

We will be responsible for the review of all correspondence received from the design-build contractor and will verify that proper responses are provided in a timely manner back to the design-build contractor. The GTrans PM will receive copies of all incoming and outgoing correspondence (if requested) and will be included in all discussions concerning issues of importance. We will work very closely with GTrans in order to keep you apprised of the issues and progress achieved toward completion.

As discussed elsewhere in our proposal, all project correspondence and documentation will be kept in a neat and orderly fashion conforming to GTrans procedures. In addition, our project files and records will always be kept current and accessible to GTrans staff in an approved location.

Schedule Management

Person Responsible: Construction Manager

We will review and monitor the design-build contractor's actual progress in relation to their submitted CPM baseline schedule. We believe strongly that the design-build contractor's schedule is a critical part of the success of the project; therefore, we pay our utmost attention to verify it is kept up to date and that it is a true representation of the current project status. During review of the design-build contractor's submitted baseline CPM, we will verify the schedule has the sufficient detail necessary to determine impacts, should they occur, and that the design-build contractor's entitlement to additional time or monies due to unforeseen delays or changes can be properly evaluated. All resulting time impacts to the schedule from outside agencies, weather, contract change orders, work delays or accelerations based on actual operations will be recorded and negotiated where necessary. The design-build contractor will be advised of any schedule slippage. CPM updates are required from the design-build contractor whenever appropriate or as specified in the contract special provisions. The design-build contractor will also furnish a three-week look-ahead schedule at every weekly construction meeting.

Project Coordination

Person Responsible: Construction Manager

Upon start of construction activities, we will implement the agreed upon construction management procedures, policies and practices, and commit appropriate staff. We will serve as the point of contact with the design-build contractor and the liaison between GTrans, the local municipality, utility agencies

(Southern California Gas Company and Southern California Edison), and all other parties involved in the contract. Our Construction Manager will report to the GTrans PM. Contract administration duties will involve correspondence, project documentation records, weekly progress and coordination meetings, necessary reporting schedules and distribution of copies of the project control reports. Weekly progress meetings will have an agenda and will cover areas such as submittal status, RFIs, RFCOs, CCOs, utilities and new/old items requiring resolution. Contract files will be maintained in a systematic and orderly manner, consistent with GTrans requirements. Meeting minutes will be developed and distributed to all parties and other related agencies, as appropriate. We will also be available to conduct any special coordination meetings that may become necessary, meet with local businesses, adjacent property owners and private citizens.

RFI Processing

Person Responsible: Construction Manager

RFIs received from the design-build contractor will be logged by Psomas, reviewed and responded to in a timely manner by the Construction Manager. All related transmittals/responses will be logged into the electronic document control system and reviewed at each weekly meeting, with copies forwarded to the GTrans PM, and others if necessary.

Submittal Processing

Person Responsible: Construction Manager

Psomas will log submittals received from the design-build contractor and review and assist in responding in a timely manner. Psomas will develop a submittal distribution list to identify parties responsible for review and acceptance. In cases where GTrans, agencies, utilities or the engineer must review the submittal, we will briefly review for completeness, then forward submittals to the appropriate individual for review. Upon receipt of the reviewed submittal, Psomas will forward it to the design-build contractor.

A complete tracking log of each submittal's status (i.e., approved, approved as noted, etc.) will be maintained in the project records by Psomas. Outstanding submittal issues will be addressed at each weekly construction meeting.

Field Orders and Clarification

Person Responsible: Construction Manager

Psomas will issue a Field Order or Construction Change Directive (CCD) as requested by GTrans for additions or clarification of design intent. The purpose of the CCD is to allow the design-build contractor to continue with construction activities prior to issuance of the final change order to avoid unnecessary delays. The CCD will also establish the maximum change order cost or will direct the design-build contractor to proceed on a time and materials basis. The design-build contractor will be required to submit daily work force tickets to Psomas for verification.

Change Orders

Person Responsible: Construction Manager

Our Construction Manager will develop the Request for Change Order (RFCO) tracking system, whereby issues are given an RFCO number and then reviewed in detail with the GTrans PM. The Construction Manager will prepare a recommendation to accompany each RFCO upon its submittal to GTrans. Corresponding cost analysis,

time and schedule impacts, field reports, correspondence and supporting calculations will be placed in the project files with each approved change order or potential claim issue. A Field Order or Construction Change Directive, as described above in the Field Orders and Clarification section, will be issued for RFCOs that require timely approval prior to issuance of the final change order.

Approved RFCOs that result in change orders will be issued in a format acceptable to GTrans. Rejected RFCOs are recorded, logged, and filed as potential claims for further evaluation. Psomas' Construction Manager will investigate and offer resolution to these potential claim issues promptly. Psomas will provide prompt review of any additional cost claims from the design-build contractor, assist in developing an independent estimate, and provide a recommendation to GTrans. Psomas will perform claims administration, including coordinating and monitoring claims response preparation, logging claims, and tracking claims status. Our foremost concern is always to protect GTrans' interest and resolve each issue as soon as possible while concurrently developing a reasonable, contractually supportable resolution.

Progress Payments

Person Responsible: Construction Manager

Each month, Psomas and the design-build contractor will review quantities for all contract items performed during the monthly pay period. Each quantity of item work performed will be calculated and verified on a separate item sheet and filed according to pay item number in the project files. Psomas will provide GTrans with the requisite documentation needed to process any reimbursement requests. Pay item quantities will be developed using identified locations, stationing limits, dates measured, and other notations as required to fully document all pay items properly performed for monthly progress pay estimates.

All monthly progress pay estimates will be submitted to Psomas by the design-build contractor while any differences will be negotiated based on the actual field-measured quantities. The progress pay estimate not only accounts for the value of the work completed each month, but also provides a status of each contract item as to percent complete and increases/decreases of contract bid items by RFCOs. The monthly executive report will display the status of each contract change order (CCOs), as to whether they are appropriated CCOs or approved CCOs, the balance of each CCO, as well as the balance of all of the CCOs to date. The project budget sheet will include the estimated final contract cost and percent of contract time expended to date.

Claims Avoidance

Person Responsible: Construction Manager/Project Director

Psomas considers any item with the potential to result in additional project cost or time impact an issue. Our management philosophy and construction management procedures provide a mechanism to identify and track all project documents related to any specific issue within our on-line document control system. The ability to retrieve all project documents related to a specific issue allows GTrans to have access to the entire record in a timely manner. By tracking issues, GTrans is always aware of items that have a potential to impact the project budget or schedule, and we are able to fairly evaluate the design-builder's concerns before they become a potential claim.

Our issue management approach begins in the field, on a daily basis, and is led by our experienced field team while they are performing their management and inspection duties. This team's attention to detail, combined with thorough preparation and

innovative procedures, lay the foundation during the preconstruction and construct on phases so that, by the time we complete construction, we are prepared to complete the as-built construction drawings, finalize and complete any punch list items, pack up the project records, and deliver them to GTrans with a project that meets or exceeds the needs of GTrans.

Task 3 – Daily Inspection Services

Project Inspections

Person Responsible: Construction Manager/Inspector

Psomas will document preconstruction conditions using photographs, written notes and video recordings. This documentation is extremely helpful by providing a visual record of the condition of the project site and surrounding area prior to the start of construction activities. This record then can be used to require the design-build contractor to restore disturbed areas and helps to protect GTrans against potential claims from the design-build contractor, impacted businesses, residents, utilities, or other outside agencies. Any damage attributable to the design-build contractor's actions will be documented and tracked until the design-build contractor repairs the damage to pre-project conditions or to the requirements of the contract plans and specifications. The entire site will be videotaped including any off-site areas that may be affected by project construction activity. Special or sensitive areas will be noted and extra documentation will be provided. Copies of all documentation, including photographs, notes and video, will be given to the GTrans PM.

Psomas will observe and document the quality and quantity of the work performed by all trades and verify that provisions of the contract documents are being fulfilled. Psomas will inspect construction materials, methods, techniques, and sequences to evaluate the design-build contractor's compliance with the approved construction documents. We will compile daily observation reports documenting the design-build contractor's workforce, material and equipment used, a summary of construction activities, field problems, disputes or claims, resolutions of issues, and directions given to the design-build contractor.

Diligent inspection can expose errors, omissions, incomplete design elements, and sequences not discovered in the preconstruction review process. In addition, Psomas will document any special situations with digital photographs or video, depending on what is most appropriate. Digital photographs will be taken to document the progress of the project and stored and provided to GTrans in digital format on a regular basis or at the close of the project along with all other electronic files. Psomas will coordinate laboratory, job site, and any required off-site testing of construction materials and required observations per construction documents, construction codes, and appropriate agencies.

When necessary, corrective measures will be implemented and re-inspected to verify acceptable completion. Required special inspections could include reinforcing steel, concrete placement, structural steel erection, field welding, ultrasonic examination, metal decking, masonry, grout, concrete temperature/slump, roofing inspection, off-site inspection, off-site concrete batch plant, and any others as required.

Task 4 - Special/Deputy Inspection Services

Materials Testing/Special Inspection

Person Responsible: Testers/Special Inspectors

We will verify our subconsultant, Associated Soils Engineering, Inc., provides test results in a timely manner and copies of all test reports are forwarded to the Construction Manager for inclusion in the project record files. Psomas will observe all testing and verify that appropriate methods as specified in the contract documents are used and will review all test reports to substantiate contract compliance. Testing logs will be prepared to display test results and to assist in identifying testing trends and any requirements for re-testing. Re-tested areas will be tracked and cross-indexed so follow-up reports can be noted for proper documentation of accepted re-tests. We will require the contractor to correct any deficiencies in accordance with the contract documents.

Task 5 – Project Close-Out Services

Punch Lists

Person Responsible: Construction Manager

The generation of project punch lists and the completion of deficient work is an important element to our overall quality control plan for every project we manage. For all contract item work that approaches completion, Psomas will generate a punch list of any and all deficiencies. Punch lists will be generated for work identified by milestones, such as completion of a construction stage, completion of a facility in its entirety, portions of work the design-build contractor is requesting relief of maintenance on, and project completion. If a design-build contractor requests a punch list before substantial completion of the work, the list will be labeled “preliminary” and the design-build contractor informed that additional punch list items may and will follow. After substantial acceptance, Psomas will schedule a “walk-through” with GTrans and will prepare a final project punch list that will include all items required to be furnished or corrected before project acceptance.

After the design-build contractor has completed the correction of all deficient items noted in the final punch list, our Construction Manager will coordinate and lead a final “job walk” through the project. Once all items are complete, Psomas will inform GTrans that the project has been completed in accordance with the construction contract documents and recommend acceptance.

Project Closeout

Person Responsible: Project Manager/Construction Manager

Upon final completion, we will transmit for GTrans, files one (1) complete set of all project documentation including all records, plans, shop drawings, submittals, manufacturers’ literature, and photographs, including any preconstruction and progress video. All original documents generated during the project will be provided to GTrans, including daily inspection reports, summaries, reports, testing documents, meeting minutes, agendas, meeting tape-recordings, clarifications, schedules, correspondence, and all other documents generated. Project final reports and certifications, as required, to possibly include the federal report of expenditures, report of expenditures checklist, final inspection form, federal aid final invoice, materials certificate, statement of materials used by contractors, other supplemental forms, and/or backup documentation, will be prepared and forwarded to the GTrans PM for signature and final distribution.

Additional/Optional Tasks

Design Review

Person Responsible: Construction Manager

Psomas will use its broad range of experience and variety of disciplines to provide a thorough review of the design submittals. We view this as an opportunity to take a proactive approach to minimizing problems during the construction process. We also recognize that including the construction management team in the plan review process can be tremendously beneficial to the project and all parties involved. Our team will review the plans and specifications to obtain a complete understanding of the work involved and parameters controlling the work activities. These parameters consist of such things as site access and limitations, time of work and seasonal restrictions, and neighboring residents' and businesses' concerns.

Permit Coordination

Person Responsible: Construction Manager

Throughout the design and construction phases, we will assist the design-build contractor in scheduling meetings with all permitting entities. Plan review durations will be identified and Psomas will help to verify that project milestones are achievable throughout the permit process during the design phase. Psomas will also review permit requirements for the project to verify compatibility and to identify notification requirements or schedule conflicts that potentially could impact the construction sequence. Potential conflicts or problems will be documented with copies distributed to team members, as deemed necessary. Copies of all reviews and findings will be placed into project files and incorporated into the final project record documents.

Construction Oversight Procedures

Person Responsible: Project Director/Construction Manager

Psomas has a comprehensive Construction Management Action Plan (CMAP) that has been developed by current staff and is used extensively to provide consistent quality services to our clients. It is specifically written to summarize the duties and responsibilities of the construction management team on a public agency project. It describes in detail all activities performed by the CM team, including a section for Project Management, Construction Administration, and Construction Inspection. Each of these sections is followed by a set of forms, including samples and instructions. Also included are our numerous quality assurance checklists. This manual will be customized to meet the needs of GTrans and the CNG construction project. Psomas will use the CMAP system to supplement GTrans procedures and then produce a Construction Administration Procedures Manual for submittal to FTA.

Psomas will utilize a web-based document control system for keeping track of project documentation, a highly important tool in construction management. This tool allows Psomas to provide enhanced project documentation. Psomas can implement this system on the project and easily provide access to GTrans staff to view real-time information about the status of important project information, such as submittals, RFIs, potential change orders, change orders, correspondence, and many other project facts. This tool has helped alleviate many claims and additional project costs.



PAST PERFORMANCE

Psomas has a broad background in providing construction and project management services since 1994. Our construction and project management staff provides comprehensive constructability reviews and evaluations; effective bid process evaluations; construction contract administration and quality control inspection in accordance with approved project procedures and schedules; proactive coordination with project stakeholders including utilities, local businesses and the general public; use of up-to-date/web-based document control systems; resolution of potential changes as they occur so as to prevent unnecessary change orders and claims; constant checking of the quality and quantity of the contractors' work; and efficient close-out of construction activities.

Our recent project history of performing construction management and inspection services is a direct result of assigning qualified construction management staff who adhere to monitoring our clients' projects in accordance with their approved plans, specifications and quality standards.



CNG Fueling Station - Psomas

Thousand Palms, CA/SunLine Transit Agency

RELEVANCE TO THIS CONTRACT

- ▶ New CNG Facility
- ▶ Design-Build
- ▶ FTA Funded
- ▶ Extensive Utility Coordination
- ▶ Operational Facility

PROJECT DATES

2018 to 2020

KEY STAFF

Reuben Tolentino

Everett Butcher

REFERENCE

Tommy Edwards
Contracting Officer
SunLine Transit Agency
32505 Harry Oliver Trail
Thousand Palms, CA 92276
(760) 343-3456
tedwards@sunline.org



SunLine Transit Agency's Thousand Palms CNG Fueling Station

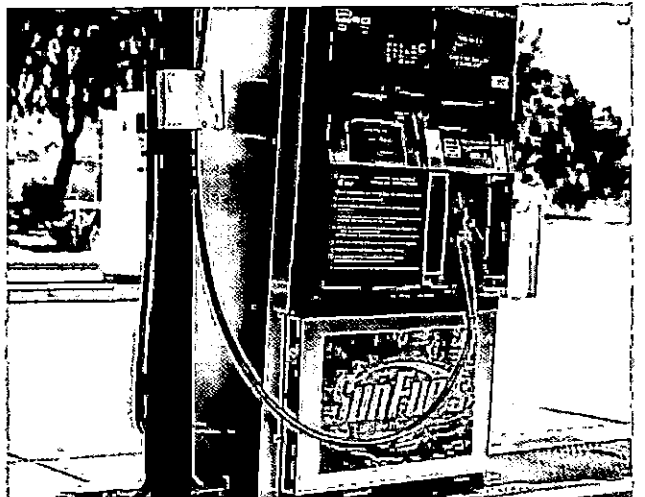
The primary goal of this project was to construct a new CNG vehicle-fueling system at the SunLine Transit Agency bus maintenance facility while protecting the in-place facility. The facility includes:

- ▶ Three (3) CNG compressor skids with motor starters and controls
- ▶ Suction-gas dryer
- ▶ Pressure-valve panel
- ▶ Three (3) transit dispensers
- ▶ Two (2) public-access dispensers with card reader and dispenser (CRIND)
- ▶ Four (4) CNG storage vessels
- ▶ CNG defueling station
- ▶ Natural gas-fueled generator
- ▶ Portable storage container

Other elements of the project included the in-place demolition and construction of a fuel-service building, installation of a bus-vacuum system, installation of lube-service system and other bus-maintenance equipment, electrical-service

upgrades, installation of a backup genset with automatic transfer switch, and other infrastructure work. The project also included replacement of the existing two-hose public access CNG dispenser at the Thousand Palms facility, as well as replacement of a similar dispenser located at the Indio facility.

Psomas construction management tasks included bid review, claims management, claims mitigation, construction claims analysis, construction inspection, construction quality assurance, contract review, scheduling onsite testing, project control, schedule analysis, construction cost estimation, construction special inspection and material substitution review. Tasks also included coordination with all utilities, the FTA and other local agencies.



SunLine Transit Agency CNG Dispenser

CNG Fueling Station/Facility Modifications – Psomas

Norwalk, CA/City of Norwalk

RELEVANCE TO THIS CONTRACT

- ▶ Bus Transit Facility
- ▶ Design-Build
- ▶ FTA Funded
- ▶ SCE Coordination
- ▶ Utility and Infrastructure Improvements at an Operational Facility

PROJECT DATES

2014 to 2015

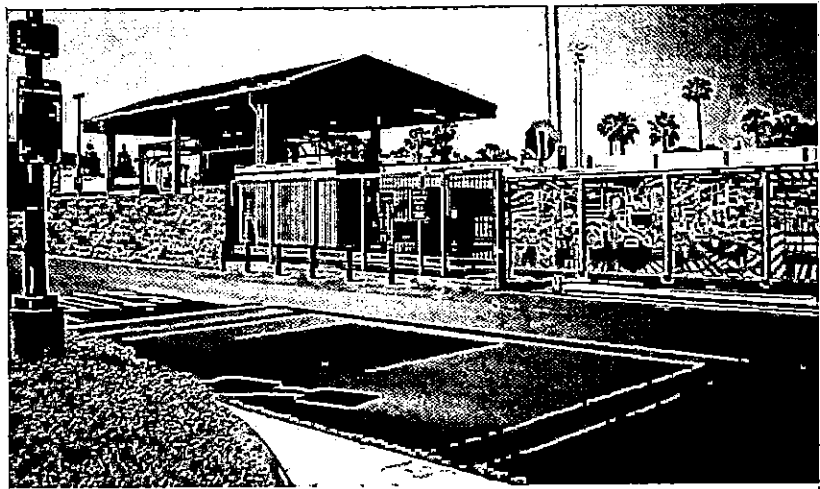
KEY STAFF

Réuben Tolentino

Everett Butcher

REFERENCE

Theresa Clark
Manager of Strategic
Planning
Norwalk Transit System
12650 Imperial Highway
Norwalk, CA 90650
(562) 929-5601
tclark@norwalkca.gov



CNG Fueling Station, City of Norwalk

The project involved construction of a new CNG fueling area at the City of Norwalk's Transportation/Public Services Facility to accommodate a new fleet of CNG coaches. Psomas provided construction management and inspection services during the design and construction of the new CNG facilities.

The scope of services included facilitation of a project kickoff meeting and partnering meetings, design and constructability review, project procedures manual, assistance with FTA grant administration, CPM scheduling, permit coordination, coordination of daily construction activities, monthly progress reports, review and approval of monthly payment applications, weekly construction progress meetings, change order negotiation, and construction oversight.

The CNG station will be capable of fast fueling 30 CNG buses on an average of 55 Diesel Equivalent Gallons (DEG) per bus to 3,600 psi, temperature adjusted to 70 degrees Fahrenheit in a five-hour period. The station will be comprised of two compressors, a gas dryer, CNG storage vessels, and a new fueling island containing two CNG dispensers.



CNG Fueling Facility, City of Norwalk

The existing facilities were powered by a 500 kVA transformer. This transformer was upgraded to accommodate the new CNG equipment.

In addition, the project included modifications to the existing maintenance facility, and installation of a large number of overhead conduits to facilitate new methane gas detectors and exhaust fans. Sensors were installed to detect gas leaks inside the facility and initiate exhaust fans if gas density reaches a critical point. Fans became operable at variable speeds depending on the amount of gas detected in the facility.

CNG Station and Facility Modification – Psomas

Long Beach, CA/Long Beach Transit Authority

RELEVANCE TO THIS CONTRACT

- ▶ CNG Facility
- ▶ Design Build
- ▶ Utility and Infrastructure Improvements at LBT-1 and LBT-2
- ▶ Utility Coordination
- ▶ FTA Funded

PROJECT DATES

2011 to 2012

KEY STAFF

Reuben Tolentino

REFERENCE

Rolando Cruz
Chief Transportation Officer
City of Culver City
(formerly Executive
Director and Vice President
of Maintenance and
Infrastructure for Long
Beach Transit Authority)
(310) 253-6510
Rolando.Cruz@culvercity.
org



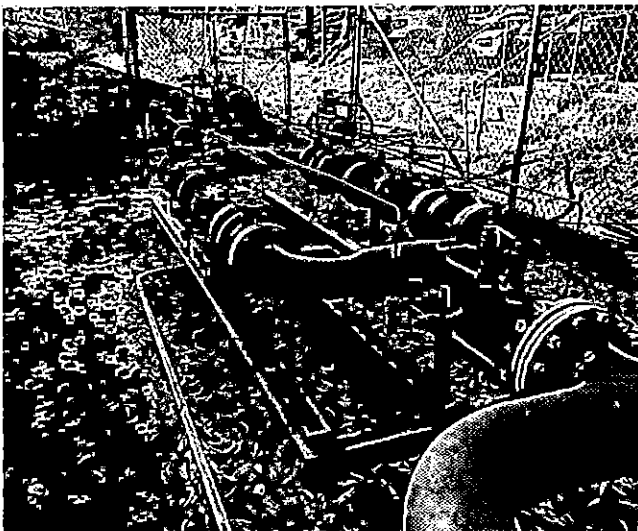
Long Beach Transit Authority CNG Station Construction Phase

Psomas provided construction management services for the modification/upgrade of an existing diesel bus maintenance facility to a CNG facility for the fueling and maintenance of 100 new CNG buses. The project is a design-build project for which a single contractor (Amtek Construction) was selected for the design and construction of the CNG fueling station and garage modifications.

The project includes installation of two CNG storage tanks (above ground) and three compressors; installation of underground pumps and conduit; and modifications to an existing maintenance facility, including complex overhead work involving a large number of conduit and gas sensors, exhaust fans, and ceiling modifications.

Psomas coordinates daily activities, provides construction oversight and direction, and is responsible for general construction management for the project. Construction management services included facilitation of a project

kick-off meeting and partnering meetings, design and constructability review, project procedures manual, assistance with FTA grant administration, CPM scheduling, bid analysis, permit coordination, schedule of values review, coordination of daily construction activities, monthly progress reports, review and approval of monthly payment applications, weekly construction progress meetings, change order negotiation, and construction oversight.



Long Beach Transit Authority CNG Station Construction Phase

Fleet Services CNG Fueling Station - Psomas

Long Beach, CA/City of Long Beach

RELEVANCE TO THIS CONTRACT

- ▶ CNG Fueling Station
- ▶ Design Build Delivery
- ▶ Utility and Infrastructure Improvements

PROJECT DATES

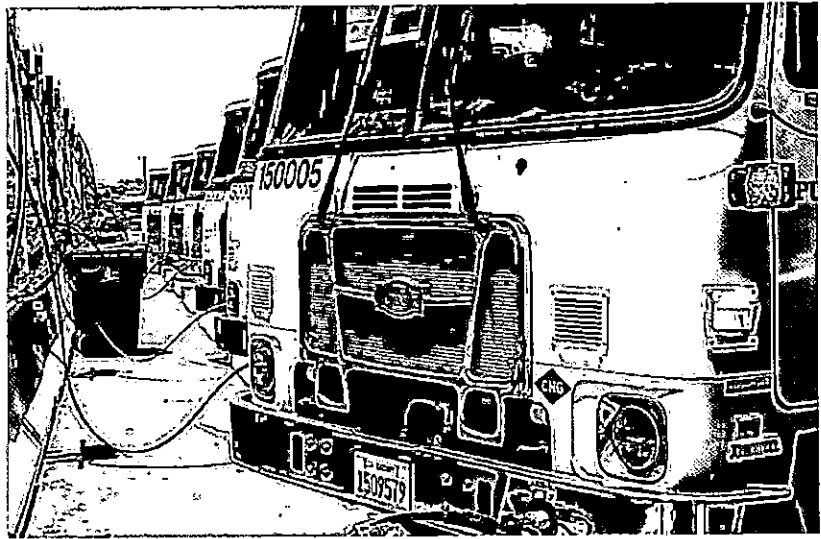
April 2016 to
December 2016

KEY STAFF

Reuben Tolentino

REFERENCE

Keith Hoey, Capital Projects
Coordinator, Department of
Public Works
(562) 570-6586
kevin.hoey@longbeach.gov

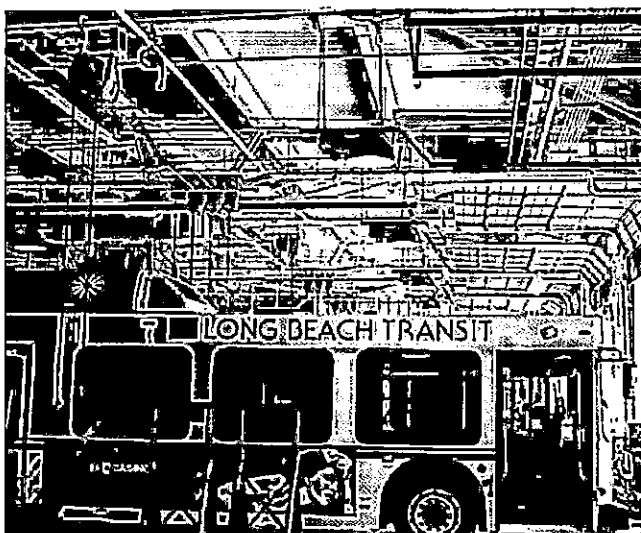


City of Long Beach Fleet Services CNG Fuel Station

The primary goal of this project was to complete a “turn-key” Compressed Natural Gas (CNG) slow- and fast-fill vehicle fueling station located at its Temple Willow Yard to accommodate a new fleet of CNG refuse trucks and street sweepers currently fueled by LNG. The City has selected TruStar Energy to provide siting and design, obtain all required permits, construct, manufacture, procure equipment/material, install, and test to start up the CNG fueling station.

The CNG fueling area was to be constructed east of the vehicle wash and north of the existing LNG station. The CNG station is capable of providing a 10-hour time-fill (slow-fill) capacity for 80 trucks to have an average of 60 DGE tank capacity and 20 sweepers to have an average 51.3 DGE tank capacity with a 3,600 psi fast-fill capability, single nozzle, for light and heavy duty vehicles. The new station is comprised of three compressors, a gas dryer, CNG storage vessels, and a new time-fill area equipped by a standby generator with appropriate capacity. A gas line was constructed by Long Beach Gas and Oil, while TruStar was responsible for bringing electrical service from the building's main electrical panel to the CNG compound.

Psomas provided construction management and inspection services during the design and construction of the new CNG facilities. The scope of services included facilitation of a project kick-off meeting and partnering meetings, CPM scheduling, permit coordination, coordination of daily construction activities, monthly progress reports, review and approval of monthly payment applications, construction progress meetings, change order negotiation, and construction oversight.



City of Long Beach Fleet Services Facility

Various Big Blue Bus Projects Improvements – Psomas

Santa Monica, CA/City of Santa Monica

RELEVANCE TO THIS CONTRACT

- ▶ CNG Facility Modification/Upgrade
- ▶ Bus Wash Facility
- ▶ CNG Equipment Compound

PROJECT DATES

2019 to 2020

KEY STAFF

Reuben Tolentino

REFERENCE

Amelia Doyle Feichtner,
Senior Design Manager
City of Santa Monica
(310) 434-2611
Amelia.Feichtner@SMGOV.NET



Santa Monica Big Blue Bus at the Santa Monica Pier

Psomas recently completed serving at the City's Construction Manager for two Big Blue Bus Projects. Services provided for these projects included full preconstruction (including constructability), construction and project close-out services. Specific project elements included:

- ▶ BBB Facilities Upgrades and Renovations Project
 - This \$2.5M project combined the BBB Admin Building Exterior Improvements and Admin. Building Seismic Tier 1 Projects. The aging Administration Building at the BBB Transit-Maintenance Facility underwent a Tier 1 Seismic analysis and an exterior finish analysis and, as a result, two distinct scopes of work, the BBB Parking Structure Repairs and the BBB Administration Building Exterior Façade Improvements.
- ▶ BBB Methane Detection System Upgrades
 - The \$2M project included the replacement of existing CNG gas detectors, associated emergency stop devices, relays, etc. to eliminate false alarms and improve system reliability; minimizing interruptions to equipment operations while maintaining a high degree of safety for both the facility and the personnel.














Santa Monica Big Blue Bus Campus Expansion

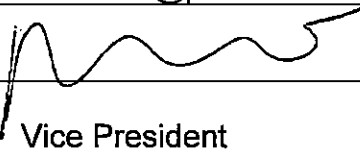
REQUIRED FORMS

Required forms are provided starting on the following page.

FORM A PROPOSAL SUBMISSION CHECKLIST

This checklist shall be completed and returned with your proposal. Failure to return this checklist and the required documents may be cause for considering the proposal non-responsive.

	DESCRIPTION	REQUIRED FORMS REFERENCE LETTER	PROPOSER'S INITIALS
1.	Proposal Submission Checklist (This Form)	FORM A	
2.	Transmittal Letter Form	FORM B	
3.	Business Questionnaire	FORM C	
4.	Addendum Acknowledgement	FORM D	
5.	Designation of Subcontractors	FORM E	
6.	Affidavit of Non-Collusion	FORM F	
7.	Conflicts of Interest Statement	FORM G	
8.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	FORM H	
9.	Certification of Restrictions on Lobbying	FORM I	
10.	Proof of Non-Debarment or Suspension (SAM.gov)	FORM J	
11.	Cost Proposal (refer to instructions)	ATTACHMENT D	

Company Name:	Psomas
Name of Proposer initialing document (print):	Reuben Tolentino. CCM, DBIA, ENV SP
Email address of Company Contact:	rtolentino@psomas.com
Signature:	
Title:	Vice President
Date:	August 25, 2020

FORM B
TRANSMITTAL LETTER FORM

City of Gardena GTrans
Dana Pynn, Transit Administrative Officer
13999 S. Western Ave.
Gardena, CA 90249

1. Proposer acknowledges receipt of RFP 2020-03 and Addenda No. (s) 1, 2
2. Proposer acknowledges its familiarity with requirements defined in Scope of Services.
3. This offer shall remain firm for 120 days from the RFP close date.
(minimum 120)

Company Name: Psomas

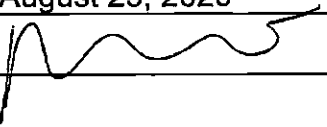
Address: 5 Hutton Centre Drive, Suite 300
Santa Ana, CA 92707

Telephone: (714) 412-5672

Print Name/Title: Reuben Tolentino, CCM, DBIA, ENV SP/Vice President

E-mail: rtolentino@psomas.com

Date Signed: August 25, 2020

Signature: 

FORM C
BUSINESS QUESTIONNAIRE

1. Name of Proposed Contractor ("Business", herein): Psomas

Doing Business As: N/A
Other business name, if applicable)

EIN# 95-2863554

2. Business Mailing Address: 5 Hutton Centre Drive, Suite 300
Street Address

Santa Ana CA 92707
City State Zip Code

3. Business Telephone Number: (714) 751-7373 Fax Number: (714) 545-8883

E-mail address: rtolentino@psomas.com

4. Business Type: ☐ Individual ☒ Corporation ☐ Partnership ☐ Joint Venture

5. Number of Years in Business: 75

6. Annual Gross Revenue: (M represents Millions)

☐ \$1M or less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$16M ☒ \$16M or Over

7. Number of Employees:

☐ Less than 50 ☐ 50-100* ☒ 101-750 ☐ 751-1,000 ☐ 1,001 or over

8. Is Business Owned by Minority Ethnicity? ☐ Yes ☒ No

9. Ethnic Group: ☐ African American ☐ Hispanic American ☐ Native American
☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Caucasian
☐ Other (Please Specify) _____

10. Female Owned Business? ☐ Male Owned Business? ☒

11. Type of Work Performed: ☐ Construction ☐ Wholesale/Distributor ☐ Manufacturing
☒ Professional Service ☐ General/Technical Service ☐ Retail

12. Please provide a brief description of your materials and/or services:

Psomas is a professional services firm offering services in four major areas
including environmental services, engineering design, survey, and project/
construction management.

13. Is the Business a subsidiary of another entity? ☐ Yes ☒ No

14. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐ Yes ☒ No

15. Is any litigation pending against the Business? ☐ Yes ☒ No

16. Has the Business ever been declared a "not responsible" vendor by a public agency? ☐ Yes ☒ No

17. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting? ☐ Yes ☒ No

FORM C Continued
BUSINESS QUESTIONNAIRE

18. Has the Business been a defaulter, as principal, surety or otherwise? ☐ Yes ☒ No
19. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? ☐ Yes ☒ No
20. Is the Business in arrears upon a contract or debt? ☐ Yes ☒ No
21. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ☐ Yes ☒ No
22. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? ☐ Yes ☒ No
23. If a "yes" response is given under questions 15 through 22, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). GTrans reserves the right to inquire further with respect thereto.

24. Name of principal financial institution for financial responsibility reference.

Name of Bank: Wells Fargo

Address: 350 W. Colorado Boulevard, Suite 210

City and State: Pasadena, CA 91105

Officer familiar with proposers account: Will Havens

Federal Taxpayer I.D. number: 95-2863554

25. Please check all classifications that apply to your business:

☐ DBE ☐ WBE ☐ MBE ☐ SBE ☐ SBRA ☐ LSAF

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) GTrans will have the grounds to terminate any or all contracts which GTrans has or may have with the business; 2) GTrans may disqualify the business named above from consideration for contracts and may remove the business from GTrans' proposers list; or/and 3) GTrans may have grounds for initiating legal action under federal, state or local law.

Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow GTrans to report the amount of subcontracting activity with all businesses that offer the commodities and services used by GTrans.

Printed Name: Reuben Tolentino, CCM, DBIA, ENV SP Title: Vice President

Signature of Owner: [Signature] Date: August 25, 2020

(Owner, CEO, President, Majority Stockholder or Designated Representative)

FORM D
ADDENDUM ACKNOWLEDGEMENT

Proposer acknowledges receipt of the following addenda which are attached to the Proposal:

Addendum No. 1
Addendum No. 2
Addendum No. 3
 4

Date July 16, 2020
Date July 22, 2020
Date August 11, 2020
 August 14, 2020

Failure to acknowledge the receipt of all addenda may cause the Proposal to be considered non-responsive.

If Proposer is a corporation, state the legal name of the corporation and the name(s) of person(s) authorized to sign Proposals; if a partnership, state true name of firm and the names of all individual partners; if an individual, state name in full.

Psomas, see Unanimous Written Consent on following pages.

Date: August 25, , 20 20

Company: Psomas

Signed: 

Name: Reuben Tolentino, CCM, DBIA, ENV SP

Title: Vice President

Telephone: (714) 412-5672

**UNANIMOUS WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS
OF
PSOMAS
a California corporation**

February 20, 2020

THE UNDERSIGNED, being all of the members of the Board of Directors of Psomas, a California corporation (the "Corporation"), hereby adopt the following resolutions without a meeting as of the date set forth above, pursuant to Section 307(b) of the General Corporation Law of California:

RESOLVED that the following, being the Officers of the Corporation, be and hereby are authorized to execute any and all documents required to conduct the business of the Corporation, including, but not limited to contracts, leases and certifications;

IT IS FURTHER RESOLVED that any one signature of the Officers listed herein shall be sufficient to bind the Corporation;

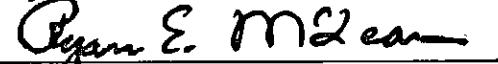
STEVE MARGARONI	President and Chief Executive Officer
NICK TARDITTI	Chief Financial Officer, Treasurer, Assistant Secretary
DEBRA TILSON LAMBECK	Vice President, Secretary
CHAD WILSON	Vice President, Secretary
CRAIG AHRENS	Vice President
ALEJANDRO ANGEL	Vice President
BRETT BARNETT	Vice President
JOSEPH L. BOYLE	Vice President
SCOTT BRYANT	Vice President
BRIAN E. BULLOCK	Vice President
AGUSTIN CHANG	Vice President
JEFFREY CRESS	Vice President
MARCIA CARRILLO	Vice President
MATTHEW D. CLARK	Vice President
MICHAEL J. CREHAN	Vice President
SARAH CURRAN	Vice President
CHRIS DAVENPORT	Vice President
WILLIAM ESTEPA	Vice President
JEREMY L. EVANS	Vice President
ROSE FISTROVIC	Vice President
PETER FITZPATRICK	Vice President
DAN FORGEY	Vice President
ERNEST GOMEZ	Vice President
CRAIG GOOCH	Vice President
DANNIE B. GREEN	Vice President
TIMOTHY G. HAYES	Vice President
GREGORY A. HELMER	Vice President
JIM HUNTER	Vice President
ROBERT J. IANNARINO	Vice President
JEREMY JOHNSON	Vice President
ANN JOHNSTON	Vice President
VINCENT LUNGARI	Vice President
JENNIFER MARKS	Vice President
FRANK MARTIN	Vice President
DENNIS MEYER	Vice President
DAVID A. MORITZ	Vice President
LESLIE MORTON	Vice President

ANDREW NICKERSON
ED O'BRIEN
MICHAEL R. REDIG
TERESITA REUTTER
SCOTT ROCKE
SEAN SAMSEL
JAVIER SAUNDERS
CLIFF SIMENTAL
GARY SKREL
RICHARD M. SULLIVAN
MICHAEL D. SWAN
ROBERT J. TALAFUS
KEVIN T. THORNTON
BYRON G. TOBEY, JR.
REUBEN TOLENTINO
ALYSEN WEILAND
DONALD LEE WHITELEY
CAROLINE YONTEZ

Vice President
Vice President
Vice President
Vice President
Vice President
Vice President
Vice President
Vice President
Vice President
Vice President
Vice President
Vice President
Vice President
Vice President
Vice President
Vice President
Vice President

This Unanimous Written Consent shall be filed with the Minutes of the proceedings of the Board of Directors, and the actions taken hereby shall have the same force and effect as if taken at a meeting duly called and held.

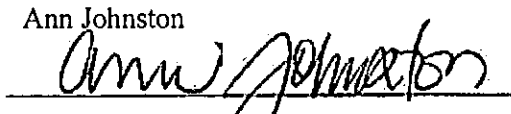
Ryan E. McLean




Matthew D. Clark



Ann Johnston



Alejandro Angel



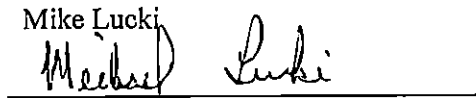
Donald Lee Whiteley



David A. Moritz



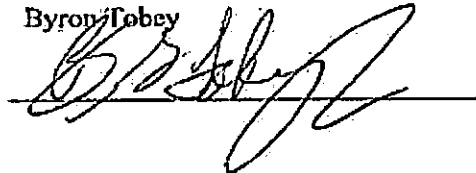
Mike Lucki



Steve Margaroni



Byron Tobey



FORM E **DESIGNATION OF SUBCONTRACTORS**

Propose shall provide the names and business addresses of each subcontractor who will perform work under the contract.

Attach additional copies of this form if more space is needed.


Company Name and Address / Contact Name and Phone No.	DBE (Included in CUCP List) (Yes / No)	Small Business Enterprise (Yes / No)	Description of Work/Services	Estimated Dollar Amount
Associated Soils Engineering, Inc. 2860 Walnut Avenue, Signal Hill, CA 90755 Lawrence J. D. Chang (562) 897-2765	No	No	Materials Testing and Special Inspection	\$30,000

FORM F
AFFIDAVIT OF NON-COLLUSION

Submit this form with the Price Proposal, failure to do so is grounds for disqualification.

I hereby swear (or affirm) under penalty of perjury that:

1. I am the Proposer (if the Proposer is an individual), a partner in the proposal (if the Proposer is a partnership), or an officer or employee of the proposing corporation and have authority to sign on its behalf (if the Proposer is a corporation);
2. The Proposer has independently produced the attached proposal(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent proposing competition;
3. The contents of the proposal(s) have not been communicated by the Proposer and or its employees and or agents to any person not an employee and or agent of the Proposer or its surety, on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal, and
4. I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Proposer's Company Name	<u>Psomas</u>
Legal Structure (corp./partner/proprietor)	<u>California Corporation</u>
Principal Office Address	<u>5 Hutton Centre Drive, Suite 300</u>
City, ST, Zip	<u>Santa Ana, CA 92707</u>
Phone Number	<u>(714) 751-7373</u>
Fax Number	<u>(714) 545-8883</u>
E-Mail	<u>rtolentino@psomas.com</u>
Federal Employer Identification Number	<u>95-2863554</u>
Title of Person Authorized to Sign	<u>Vice President</u>
Print Name of Person Authorized to Sign	<u>Reuben Tolentino, CCM, DBIA, ENV SP</u>
Authorized Signature and Date	 <u>8/25/2020</u>

FORM G
CONFLICTS OF INTEREST STATEMENT

Proposers shall provide a list of all entities with which it has relationships that create, or would appear to create, a conflict of interest with the work that is contemplated by this project. The list should indicate the name of the entity, the relationship to the Proposer, and a discussion of the conflict.

Name of Entity: _____
Relationship to Proposer: _____
Conflict: _____

Name of Entity: _____
Relationship to Proposer: _____
Conflict: _____

Name of Entity: _____
Relationship to Proposer: _____
Conflict: _____

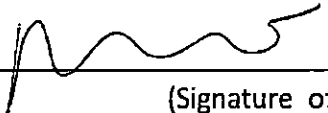
OR

I, Reuben Tolentino, CCM, DBIA, ENV SP, hereby certify that
Authorized Official

Psomas has no known relationships that
Company

create or would appear to create a conflict of interest with the work that is contemplated by this project.

Executed this 25th day of August, 20 20

By 
(Signature of Authorized Official)

FORM H
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(Pursuant to 49 CFR Part 29, Appendix B)

A. By signing and submitting this proposal, the Proposer is providing the signed certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Proposer shall provide immediate written notice to GTrans if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact for assistance in obtaining a copy of those regulations.
4. The Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
5. The Proposer further agrees by submitting this proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it the eligibility of its principals. Each participant may, but is not required to, check the non-procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this

clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

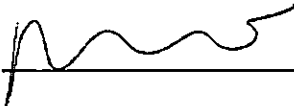
8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

1. The Proposer certifies, by submission of this bid or proposal, that neither it nor its "principals," as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. If Proposer is unable to certify to the statements in this certification, Proposer shall attach an explanation to this proposal.

Date: August 25, 2020

Name of Proposer: Psomas

Signature: 

Name: Reuben Tolentino, CCM, DBIA, ENV SP

Title: Vice President

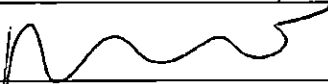
REVISED FORM I
CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Reuben Tolentino, CCM, DBIA, ENV SP, hereby certify on behalf
of Psomas that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient shall certify and disclose accordingly.

This certificate is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder / Company Name	Psomas
Type or print name	Reuben Tolentino, CCM, DBIA, ENV SP
Signature of Authorized representative	
Date	August 25, 2020

FORM J
PROOF OF NON-DEBARMENT OR SUSPENSION

WWW.SAM.GOV

SAM Search Results
List of records matching your search for:

Search Term: new *Psomas*
Record Status: Active

Entity	PSOMAS	Status: Active ⓘ
DUNS: 039728753	CAGE Code: 0WSL7	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 01/14/2021	Debt Subject to Offset?: No	
Purpose of Registration: All Awards		

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Katie Kresner	
	PHONE (A/C, No, Ext): 770.552.4225	FAX (A/C, No): 866.550.4082
	E-MAIL ADDRESS: Katie.Kresner@greyling.com	
INSURED Psomas 555 S. Flower Street Suite 4300 Los Angeles, CA 90071	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Union Fire Ins. Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
		NAIC # 19445

COVERAGES

CERTIFICATE NUMBER: 20-21

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL5268212	04/01/2020	04/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4489706	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC015893764(AOS) WC015893765(CA)	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proposal Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates License #0020739 600 Anton Blvd., #100 Costa Mesa CA 92626	CONTACT NAME: Lisa Shimizu-Fookes	
	PHONE (A/C, No, Ext): 714-427-6810	FAX (A/C, No): 714-427-6818
	E-MAIL ADDRESS: certificates@dealeyrenton.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: XL Specialty Insurance Co.	37885
INSURED PSOMAS 555 South Flower Street, Suite 4300 Los Angeles CA 90071	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 45537458**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability Claims Made			DPR9948578	10/15/2019	10/15/2020	Per Claim Annual Aggregate Deductible	\$2,000,000 \$2,000,000 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADMIN Evidence of coverages in force.
30 days notice of cancellation.**CERTIFICATE HOLDER****CANCELLATION 30 Day Notice of Cancellation**

FOR PROPOSAL ONLY

*

*

...

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karin Thorp

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5 Hutton Centre Drive
Suite 300
Santa Ana, CA 92707

714.517.373 Phone
714.545.8883 Fax

www.Psomas.com



October 8, 2020

Reuben Tolentino
Vice President, Psomas
5 Hutton Centre Drive, Suite 300
Santa Ana, CA 92707

Subject: Best and Final Offer (BAFO) Request for RFP 2020-03 Construction Management for Construction of a CNG Fueling Station

Dear Mr. Tolentino,

GTrans is requesting a Best and Final Offer (BAFO) to be submitted to Dana Pynn via email at dpynn@gardenabus.com by no later than Tuesday, October 13, 2020 at 5:00 pm PST. If the BAFO is submitted after the deadline, the BAFO may be rejected in its entirety.

The BAFO shall be based on the terms and conditions set forth in RFP 2020-03, all addendum, and all considerations outlined below.

In the event of a conflict between previously released information and the information contained herein, the latter shall control.

The considerations are as follows:

1. Although it is understood construction completion may require more or less time to complete due to various factors, BAFO shall be based on a 10-month construction completion period.
2. Being this is not a firm-fixed fee contract but a time and materials contract with a not-to-exceed ceiling amount, GTrans shall only be billed for actual time and materials required to perform and complete the job.
3. GTrans and Psomas shall assume there will be a single Construction Manager assigned to perform multiple roles at a single fixed rate.



TASHA CERDA, Mayor / MARK E. HENDERSON, Mayor Pro Tem
PAULETTE C. FRANCIS, Councilmember / ART KASKANIAN, Councilmember / RODNEY G. TANAKA, Councilmember
MINA SEMENZA, City Clerk / J. INGRID TSUKIYAMA, City Treasurer / CLINT OSORIO, City Manager / CARMEN VASQUEZ, City Attorney

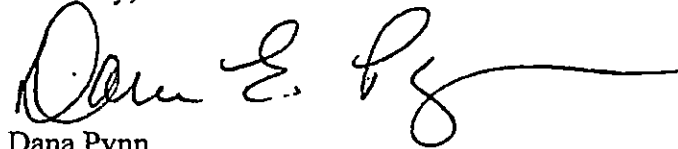
4. GTrans shall require Psomas' invoices to include the following information at a minimum: date worked, number of hours worked by date, detailed description of work by date, name of assigned person, labor rate, total amount billed by date. For any materials or subcontracted work such as testing, subcontractor invoice should be attached as support so Psomas fair and reasonable mark-up amount of such invoice is clearly presented.
5. If or when 80% of the agreed upon not-to-exceed contract amount has been billed to GTrans, Psomas shall provide a report of the estimated Psomas' time and materials required to complete the job.

Thank you for your continued interest in working with GTrans.

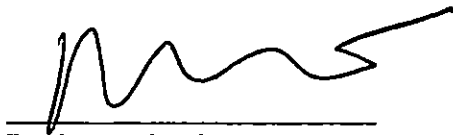
Please complete and sign the provided BAFO cost template as well as sign below acknowledging acceptance of the above outline considerations.

Thank you.

Sincerely,



Dana Pynn
Transit Administrative Officer



Reuben Tolentino
Vice President, Psomas

CONSTRUCTION MANAGEMENT FOR CONSTRUCTION OF A CNG FUELING STATION

RFP No. 2020-03

ATTACHMENT D - COST PROPOSAL FORM - REVISION ADDENDUM 1

FIRM NAME: **PSOMAS**

Task 1 - Procurement Support		PERSONNEL BREAKDOWN BY HOURS							
Enter Job Title:	Project Manager								Sub Totals for Task 1
1 Preproposal Meeting and Bidder/Question Response	0.00								0.00
2 Proposal Review and Feedback	20.00								20.00
3									0.00
4									0.00
5									0.00
6									0.00
7									0.00
Subtotal of Hours	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00
Rate per Hour	\$167.75								Cost:
Subtotal per Task	\$3,354.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,354.98

Task 2 - Project Management and Contract Admin		PERSONNEL BREAKDOWN BY HOURS							
Enter Job Title:	Project Manager								Sub Totals for Task 2
1 Project Meetings (Kick Off, Weekly Progress)	152.00								152.00
2 Project Administration (Including Records Management, Schedule Management, review of Contractor Invoices/Progress Payments)	774.00								774.00
3									0.00
4									0.00
5									0.00
6									0.00
7									0.00
Subtotal of Hours	906.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	906.00
Rate per Hour	\$167.75								Cost:
Subtotal per Task	\$151,980.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$151,980.70

Task 3 - Job Inspection Services		PERSONNEL BREAKDOWN BY HOURS							
Enter Job Title:	CM/Inspector								Sub Totals for Task 3
1 Daily Jobsite Inspection and Coordination with Contractor	774.00								774.00
2									0.00
3									0.00
4									0.00
5									0.00
6									0.00
7									0.00
Subtotal of Hours	774.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	774.00
Rate per Hour	\$167.75								Cost:
Subtotal per Task	\$129,837.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$129,837.82

Task 4 - Special Inspection Services		PERSONNEL BREAKDOWN BY HOURS							
Enter Job Title:	Field Inspector	Office Administrator							Sub Totals for Task 4
1 Provide daily Quality Assurance testing and inspection (ALLOWANCE)									37,500.00
2									0.00
3									0.00
4									0.00
5									0.00
6									0.00
7									0.00
Subtotal of Hours	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rate per Hour	\$125.00	\$75.00							Cost:
Subtotal per Task	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,500.00

Task 5 - Close-Out		PERSONNEL BREAKDOWN BY HOURS							
Enter Job Title:	CM/Inspector								Sub Totals for Task 5
1 Develop and Review Completion of Punch List	40.00								40.00
2 Compile Close Out Documentation (Warranties, O&M Manuals, As-Built Drawings, etc) and prepare Final Report	20.00								20.00
3									0.00
4									0.00
5									0.00
6									0.00
7									0.00
Subtotal of Hours	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00
Rate per Hour	\$167.75								Cost:
Subtotal per Task	\$10,064.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,064.95

Travel Costs (Description Required)									
1									
2									
3									
4									
5									
6									
7									
Sub Total Travel Costs									\$0.00

Other Costs (Description Required)									
1									
2									
3									
4									
5									
6									
7									
Sub Total Other Costs									\$0.00

*proposed costs shall be in strict accordance with all conditions of the RFP including addenda

*proposal shall be valid for 120 days from proposal due date

Reuben Tolentino

AUTHORIZED OFFICIAL PRINT NAME

AUTHORIZED OFFICIAL SIGNATURE

Principal/Vice President

TITLE

9-Oct-20

DATE

	HOURS	COST
Sub Total for Task 1	20.00	\$3,354.98
Sub Total for Task 2	906.00	\$151,980.70
Sub Total for Task 3	774.00	\$129,837.82
Sub Total for Task 4 allowance		\$37,500.00
Sub Total for Task 5	60.00	\$10,064.95
Sub Total for TASKS 1-5	1,760.00	\$332,738.45

Note Overhead and Profit built into hourly rates



City of Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 9.A.(1)
Department: COUNCIL ITEMS
Meeting Date: 10/27/2020
Resolution No. 6484

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6484, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA CALIFORNIA, STANDING IN SOLIDARITY WITH THE PEOPLE OF ARMENIA AND ARTSAKH TO CONDEMN AZERBAIJAN'S AGGRESSION.

COUNCIL ACTION REQUIRED:

- Adopt Resolution No. 6484

Action Taken

STAFF SUMMARY:

On October 13, 2020 Councilmember Kaskanian and Mayor Pro Tem Henderson requested that staff prepare a Resolution to condemn Azerbaijani aggression on the people of Armenia and Artsakh.

The Republic of Artsakh, also known as Nagorno-Karabakh, is the historical homeland of Armenians, and has been primarily populated by Armenians for thousands of years. It is also a disputed territory situated between Azerbaijan and Armenia. From 1988-1994 Azerbaijan and Armenia went to war over the disputed territory, and the Organization for Security and Co-operation in Europe (OSCE) Minsk Group, whose members include the United States, was created in 1992 to help resolve the conflict between the two neighboring nations.

Although tensions in the region are decades old, and while a ceasefire has largely prevailed since 1994, armed hostilities broke out on September 26, 2020 when Azerbaijan's military forces launched a deadly and unprovoked attack against the Republic of Artsakh. This attack has resulted in the loss of many innocent civilian lives. Moreover, this attack was not only a direct threat to the Armenian population that has lived in Artsakh for thousands of years, but also to regional stability and fundamental to United States interests. Exacerbating the situation, Turkey is providing military support to Azerbaijan in the form of infantry, weapons, and training.

Because our country is based on and committed to the values of democracy, liberty and the right of self-determination, the United States has a moral obligation to stand up and speak out on behalf of the people of the Republic of Artsakh.

Attached for City Council consideration and adoption, is Resolution 6484, which resolves that the City of Gardena stands in solidarity with the people of Armenia and Artsakh and calls for the White House to condemn Azerbaijan's aggression, demand a cessation of hostilities, cut off military aid to Azerbaijan, and work with the Minsk Group to establish peace. The Resolution also calls on calls upon CalPERS to divest from any and all holdings, debt securities, global equities, and currency investments by the Republic of Turkey. Furthermore, the Resolution also resolves that the City of Gardena will no longer conduct any business transactions with any Turkish or Azerbaijani companies.

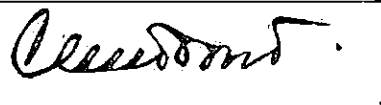
FISCAL IMPACT:

N/A

ATTACHMENT:

- Resolution No. 6484- A Resolution of The City Council of the City of Gardena, California, Standing in Solidarity with the People of Armenia and Artsakh to Condemn Azerbaijan's Aggression

Submitted by:



Clint Osorio, City Manager

Date: 10/23/2020

RESOLUTION NO. 6484

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA,
STANDING IN SOLIDARITY WITH THE PEOPLE OF ARMENIA AND ARTSAKH TO
CONDEMN AZERBAIJAN'S AGGRESSION**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE
AS FOLLOWS:

WHEREAS, on September 26, 2020, Azerbaijan's military forces launched a deadly and unprovoked attack against the Republic of Artsakh, including that country's capital city, Stepanakert, and that attack has already taken innocent civilian lives; and

WHEREAS, this reckless invasion is a direct threat not only to the Armenian population that has lived in Artsakh for thousands of years, but also to regional stability and to fundamental United States interests; and

WHEREAS, the Republic of Artsakh, also known as Nagorno-Karabakh, is the historical homeland of Armenians, and has been primarily populated by Armenians for thousands of years; and

WHEREAS, Turkey has already thrown its full support to Azerbaijan's invasion and has threatened Armenia, and in this context the Azeri invasion carries the echoes of generations of pan-Turkish nationalist commitment to erasing the Armenian population and culture from the world; and

WHEREAS, the United Nations has called for a ceasefire around the world due to the COVID pandemic, and instead, Azerbaijan is renewing warfare, violating its ceasefire agreement with Armenia, and causing death and destruction to the Armenian and Artsakh population; and

WHEREAS, the interests of the United States will be harmed by instability in this vital region, and our reputation in the international community will be damaged by our failure to contribute meaningfully to lasting peace; and

WHEREAS, because our country is based on and committed to the values of democracy, liberty and the right of self-determination, the United States has a moral obligation to stand up and speak out on behalf of the people of the Republic of Artsakh, who have earned their right of self-governance and have flourished as a free, democratic and sovereign nation for almost 30 years; and

WHEREAS, the City of Gardena stands in solidarity with the people of Armenia and Artsakh, and

NOW, THEREFORE, BE IT RESOLVED that by the adoption of this resolution the City of Gardena calls upon President Donald Trump and Secretary of State Mike Pompeo to condemn Azerbaijan unequivocally for its latest violation of the ceasefire, and to demand an immediate and permanent cessation of all Azeri hostile action; and

BE IT FURTHER RESOLVED, that the City of Gardena calls upon the Trump Administration and the United States Congress to take immediate action to cease all military support and cooperation with Azerbaijan; and

BE IT FURTHER RESOLVED, that the City of Gardena calls upon the Trump Administration to utilize all diplomatic, economic and political means to compel Azerbaijan to engage meaningfully in the peace process, through the Minsk Group or otherwise, to achieve a sustainable, lasting peace that ensures the territorial integrity, sovereignty and independence of the Republic of Artsakh; and

BE IT FURTHER RESOLVED, that the City of Gardena calls upon CalPERS to divest from any and all holdings, debt securities, global equities, and currency investments by the Republic of Turkey for their ongoing continuation of a campaign of genocide against the Armenian people; and

BE IT FURTHER RESOLVED, that the City of Gardena will no longer conduct any business transactions with any Turkish or Azerbaijani companies; and

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.

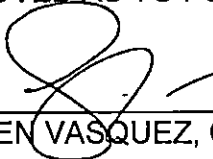
Passed, approved, and adopted this _____ day of October, 2020.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney