

CITY OF GARDENA

REQUEST FOR PROPOSAL

**DESIGN, ARCHITECTURE AND
ENGINEERING SERVICES FOR GARDENA
COMMUNITY AQUATIC AND SENIOR
CENTER**

July 13, 2021

SUBMITTAL INFORMATION

All proposals must be received by the City Clerk's Office, at the City of Gardena, no later than: August 9, 2021 4:00p.m. in two sealed envelopes – one shall be solely for the fee proposal. Proposals received after the time and date indicated above shall be deemed nonresponsive and returned unopened.

Proposal for Design, Architecture and Engineering Services for
Gardena Community Aquatic and Senior Center
Office of the City Clerk, City Hall
City of Gardena
1700 W. 162nd Street
Gardena, California 90247

Contact Info: Allan Rigg, Director of Public Works at
arigg@cityofgardena.org

REQUEST FOR PROPOSAL DESIGN, ARCHITECTURE AND ENGINEERING SERVICES FOR GARDENA COMMUNITY AQUATIC AND SENIOR CENTER

The City of Gardena ("City") is requesting proposals from qualified design, architectural and engineering consultant firms ("Firms") to provide design, architectural and engineering services for the Gardena Community Aquatic and Senior Center ("Project"). The City invites qualified architectural and engineering design teams to submit proposals to provide complete architectural and engineering design and construction cost estimating services for the Project. The City is seeking the services of an architectural and engineering design team with aquatic center design experience as well as experience working with public municipal agencies.

GENERAL INFORMATION

The Project is located at 1654 W. 160th Street in Gardena. On the site there is currently the shuttered Primm Memorial Pool and two fourplexes. The program for the project includes a new 25 yard (8) lane pool, diving bay, connected learner / fitness pool with ADA ramp, new bleachers & shade structures, exercise equipment, and a 12,000 square foot building that will house locker rooms for the pool as well as senior activities. The project's details are more formally expressed in the attached Proposition 68 Application and revised exhibits. The layout of the third parcel at 16010 South Harvard Boulevard was changed during the application process and the revised layout is the design the City will implement.

PROPOSAL INFORMATION

The purpose of this Request for Proposal ("RFP") is to select a Firm to provide Design, Architecture and Engineering services for the Gardena Community Aquatic and Senior Center to the City. The City intends to select one Firm to perform all the items listed in the Scope of Work section.

The overarching goal is to design a community-based aquatics center that provides a variety of features which meets the needs of residents of all ages in an all-inclusive facility. Additionally, the adjacent 12,000 square foot building will house a senior center.

The new facility should provide a wide range of opportunities for the public to enjoy aquatics programs using state-of-the-art design, equipment, and technology to ensure a clean environment with a focus on safety awareness at all times.

Project Goals:

In 2019, the City determined that the Primm Memorial Pool was no longer operational due to maintenance and safety concerns. Since this time the Pool has been non-operational. The City has acquired two additional adjacent parcels to add a senior center and recreational amenities.

The City recognizes there may be questions or items requiring discussion and/or clarification prior to each Firm's preparation and submission of its proposal. If questions do arise, direct all questions to Allan Rigg by email at arigg@cityofgardena.org. If necessary, clarifications, explanations, or instructions shall be sent in writing or electronically to all firms having requested this RFP. Requests for Clarifications will not be accepted, nor responded to after 4:00 P.M. on Monday July 26, 2021. Any interpretations or addenda issued by the City shall be incorporated into this RFP.

| Proposers may not rely on any oral interpretations given by any City employee and may only rely upon officially issued, written addenda.

The City reserves the right to determine (in its sole discretion) if a formal pre-proposal session with candidate Firms will be required. The City's objective is to ensure an appropriate exchange of information prior to proposal preparation and submission to minimize both wasted effort by Firms and unnecessary follow-up by City personnel during the evaluation process.

The schedule below is tentative and subject to change:

RFP Release	July 13, 2021
Requests for Clarifications	July 26, 2021
Bid Proposal Due	August 9, 2021 by 4 pm
Selection Committee Review	Week of August 9, 2021
Interviews (if needed)	Week of August 16, 2021
City Council Approval of Contract	September 14, 2021

SCOPE OF SERVICE

The project shall be designed to meet the City's current project budget of \$12 million. The project will consist of two parts with milestones of approximate durations as follows:

Project Part 1 – Predesign, Feasibility and Budget Verification

Program Verification and Feasibility – 3 weeks

Conceptual Design and Estimate – 3 weeks

Planning, Environmental Review – 3 weeks

Schematic Design and Project Estimate – 4 weeks

Project Part 2 – Project Design and Construction

Design Development – 6 weeks

Construction Documents – 8 weeks

Permitting, Bidding, and Award – 3 to 4 months

Construction Administration – 15 months

The duration for the overall phases and milestones does not include the City review time of approximately two to three weeks added to the end of each milestone. The consultants shall not proceed with the next phase or milestone until receiving written approval from the City.

The required architectural and engineering design and construction cost estimating services for this project consist of the following general scope of services:

Project Part 1 – Predesign, Feasibility and Budget Verification:

Provide project schedule upon project commencement and update as milestones are achieved.

Review existing plans, specifications, reports, studies, and conduct site visit(s).

Review the existing and proposed project program. Make recommendations for adjustments based on operational input from City staff, past experience on similar projects, results of study “year-round” versus “seasonal” operations, as well as potential project site boundary adjustments.

Regular meetings with City staff, including code review meetings with the City Engineer and Fire Protection Engineer (or their representative). The architect shall prepare meeting agendas prior to the meetings and summaries after the meetings.

Produce the schematic designs for review and approval by the City. Site and building designs should be modeled and produced in 3-D CAD with plans and full color presentation perspective renderings that are submitted in Adobe Portable Document Format (PDF) and other electronic formats acceptable to the City.

Construction cost estimating at the end of each design phase milestone, submitted with the design drawings and specifications.

All soils and geotechnical investigation needed to complete the design.

Project Part 2 – Project Design and Construction

Produce design development, construction documents, permits, bid drawings, and technical specifications. Drawings should be produced and submitted to the City in AutoCAD and Adobe Portable Document Format (PDF).

Incorporate construction phasing into the construction documents as required. Incorporate option for issuance of separate demolition, site clearing, and utility package, if necessary, to align completing date with standard swim season.

Submit the project for approval from the Los Angeles County Department of Health, the State Division of Occupational Safety and Health (i.e., DOSH – State Amusement Ride Inspectors), utility companies, and all other authorities having jurisdiction on this project, including responding to their comments, modifying the drawings and specifications as required, and resubmitting as many times as required to obtain approval.

Submit the project for a building permit, including responding to Building Inspection Division comments, modifying the drawings and specifications as required and resubmitting as many times as required to obtain a building permit.

Assist the City with bidding the project, including attending the pre-bid and pre-construction meetings, answering Requests for Information (RFIs), reviewing requests for substitutions, etc.

Make recommendations to the City for furniture, fixtures, and equipment selection and produce (1) one or more procurement package(s).

Construction administration, including attending project meetings and site visits as required to stay informed as to the progress of the project, responding to RFIs, reviewing submittals and making contract document changes necessary to support the completion of the project.

Preparation of as-built drawings and specifications in AutoCAD and Microsoft Word, respectively.

Management and implementation of all LEED reporting procedures, documentation and certification.

Coordination of the relocation/undergrounding of SCE lines within the project site.

Attend the (11) eleven month post-occupancy inspection.

The architect shall retain and coordinate the work of subconsultants as needed to complete the above-requested services. The City of Gardena reserves the right to select, approve, recommend or disapprove subconsultants for any of the above services at its discretion.

General Provisions (All Phases):

In the performance of all services, the consultant shall address the following requirements:

Allow for flexible use of interior and exterior spaces.

Achieve an optimum balance between program requirements and project budget.

Comply with the Americans with Disabilities Act, County Health Department, and CA-DOSH requirements and all applicable codes.

Design energy efficient facilities to the extent possible.

Provide a design that minimizes both initial construction and long-term maintenance costs.

Incorporate LEED Silver criteria within the project.

Submit all project materials to the City, in both hard and soft copy formats acceptable to the City (e.g., MS Word, PDF, AutoCAD, etc.).

FORMAT AND CONTENTS OF RESPONSES

The proposal shall consist of (2) two parts submitted as one package.

Proposal – Part One

Part One of the Proposal shall describe the consultant's understanding of the project, approach to accomplishing the project goals, relevant past experience, and any litigation brought against the firm within the last (5) five years. Part One shall be limited to (10) ten double-sided pages on (10) ten sheets, which is (20) twenty pages, excluding table of contents, cover letter, resumes of team members, and any promotional materials. **Consultants shall submit (5) five hard copies and (1) one PDF file on PC-compatible USB drive of Part One.**

In Part One, the consultant shall, as a minimum:

1. Explain the general background, qualifications, and organizational structure of the firm and describe any special knowledge or capabilities material to the project that exist within the firm.
2. Outline the proposed approach to the scope of services, including organization and scheduling of tasks to be performed; capacity to keep the project on schedule and within budget; approaches to working with City staff and policy-making agencies and Aquatics groups; and other relevant factors pertaining to formulation and execution of a successful project.
3. Identify the name and title of the lead contact person and principal who will be assigned to this project. Provide a work history for key personnel. Give a description of their responsibilities and the percentage of time expected to be spent on this project. Identify the support staff available for this project.
4. Provide a list of recent projects for which the firm has provided services of a similar nature. Provide all pertinent information, including project description, contact person, phone number, location, duration, and current project status.
5. Submit a list of subconsultants to be utilized on the project and describe how each subconsultant will be utilized. Provide a list of their similar past projects with locations and brief descriptions of referenced projects. Identify principal staff assigned to this project from each subconsultant firm and their responsibilities on this project.
6. As applicable, submit a list of lawsuits filed within the past (5) five years against the firm or its principals alleging misconduct and/or negligence. Submit a list of claims within the past (5) five years against the firm's Professional Liability

Insurance policy (errors and omissions), if any.

Accompanying each list shall be a declaration by a principal of the firm indicating careful review of such lists and adding appropriate information concerning the current status or disposition of the lawsuits or claims. This information may be submitted separately and confidentially if so desired.

7. As applicable, submit a list of all projects (completed within the past (2) two years or currently under construction or design) located within Southern California. Accompanying such a list shall be a declaration by a principal of the firm indicating knowledge of and careful review of the subject matter and asserting freedom from conflicts of interest which might arise from relationships with parties that are involved in disputes with the City of Gardena.
8. Indicate the location(s) of the office(s) in which the work will be completed, and the amount of work presently under way.
9. Firms are required to list at least five (5) professional references, three of which shall be in municipal or public agency reference related to an aquatics facility. Please list your client references in the Appendix section of this RFP and include for each one the following information: a complete description of the work/services provided, the name of the client, and the contact information of the client, including telephone number, and/or address. The information concerning the work/services provided for each client must be no more than five (5) years old.

Project Part 1 – Predesign, Feasibility and Budget Verification:

Project kick-off meeting with City staff.

Building and site walk-through and examination of existing plans.

Review and confirmation project requirements and operational program with City staff.

- Submit itemized space and functional program for building, pool-side, and site features and amenities.

Completion of conceptual and schematic designs and associated estimates of probable construction costs.

- One or more outreach meeting, City Council meetings necessary for approval of and input on final proposed concept design.

Project Part 2 – Project Design and Construction:

Completion of design development, and construction documents, plans and specifications.

- Submit and review design documents with City staff at 50 percent, 90 percent, and 100 percent completion of each milestone.
- Submit and review a construction cost estimate with City staff at the completion of each milestone.
- Finalize documents based on feedback from City staff and all authorities having jurisdiction.

Submit all project documents necessary to the City of Gardena Building Inspection Division and CA-DOSH and obtain all permits.

Submit all project documents necessary to the County of Los Angeles Health Department to obtain a permit for a public aquatics facility.

Assist City staff with bidding project for construction.

- Incorporate Bid Addendum, as required, to issue a conformed “For Construction Set” after the bid phase is completed.
- Construction administration.

Preparation of record documents after construction is complete.

- Submit hard and soft copies of all project documents to City.

Submit evidence of the required insurance as set forth in the attached sample consultant agreement (see Attachment B).

Proposal – Part Two

Part Two of the Proposal shall be (2) two fee schedules **submitted in a separate sealed envelope** marked “CITY OF GARDENA, GARDENA COMMUNITY AQUATIC AND SENIOR CENTER, FEE PROPOSALS.” The envelope shall also bear the name and business address of the proposer. **Consultants shall submit (1) one hard copy and (1) one PDF file on PC-compatible USB drive of Part Two.**

The elements of the fee schedule shall include the following:

1. A time and material not-to-exceed fee table for the project, for each consultant, inclusive of appropriate meetings with City staff. The fees shall show the total for each consultant, each phase, and an overall total.
2. A fee for reimbursable expenses, including reproduction of plans, renderings, etc., which would not be considered planning or design services.
3. A list of potential additional services other than the basic services. These additional services will be reviewed on a case-by-case basis by the City and will be compensated on an hourly basis with proper written authorization prior to commencement of such work.
4. An hourly rate schedule, valid for the entire length of the project, for all staff working on the project.

CRITERIA FOR SELECTION

City staff will evaluate the proposals submitted and assign each a ranking. The following are the criteria for evaluation of the proposals (in random order):

1. Experience of the firm and project team in performing similar work for the City and/or other public agencies.
2. Demonstrated success on previous projects, especially of similar scope, including quality of work and meeting project schedule and budget.
3. Qualifications of key staff and subconsultants who will carry out the assignment.
4. Completeness in answering this Request for Proposals.
5. Effectiveness, clarity, and conciseness of project approach.
6. Ability to meet the project schedule.
7. Ability to meet insurance requirements.
8. Any litigation brought against the firm.

The City will check the references of the top-ranked consultants for such things as: record in accomplishing work in a timely manner for similar projects within budget, quality of work completed for the City or other public agencies, ability to work with City staff and the public, as well as any outstanding litigation.

The City shall negotiate an agreement with the most qualified consultant. If negotiations with such consultant are unsuccessful, the City will negotiate with the second most qualified firm. The selection process will be complete once a contract is executed. When the City has reached an agreement with a consultant, all firms submitting a proposal will be notified of the results in writing.

Per City policy, the determination of the most qualified consultant shall be on the basis of demonstrated competence and qualifications for the type of services required. The fee proposal will remain confidential in the initial selection process and will not be used as the sole determining factor in consultant selection, but will be one determining factor if more than one firm is deemed qualified to perform the work required on the project.

FEE Separately Evaluated: (PROPOSAL PRICE SHEET)

The evaluation panel may, if it deems necessary, select certain proposers for oral interviews and/or presentations. Interviews apply only to the top finalist(s), as determined by the evaluation panel. The oral interviews will allow finalists to demonstrate their understanding of the project objectives and to articulate their capability to meet or exceed the requirements of this RFP.

PROPOSAL SUBMISSION DATE

All proposals must be received by the City Clerk's Office, City of Gardena, no later than: August 9, 2021 at 4:00p.m. in a sealed envelope. Proposals received after the time and date indicated above shall be deemed nonresponsive and returned unopened.

Address all proposals to:

Proposal for Design, Architecture and Engineering Services for
Gardena Community Aquatic and Senior Center
Office of the City Clerk, City Hall
City of Gardena
1700 W. 162nd Street
Gardena, California 90247

No amendments, additions, or alternates will be accepted after the designated submission time and date.

Each proposal shall be considered valid and binding for a period of 120 days after the proposal due date.

All proposals and documents submitted will become the property of the City. Anything considered to be proprietary should be so designated in writing by the proposing firm.

LEGAL AND INSURANCE REQUIREMENTS

The insurance requirements listed in the sample consultant agreement (see Attachment B) are mandatory for the consultant.

OTHER CITY REQUIREMENTS

The City reserves the right (in its sole discretion) to reject any or all proposals. The City shall consider all proposals based on the entirety of the response to this RFP.

The City reserves the right to negotiate specific requirements and cost using the selected proposal as a basis.

The City reserves the right to request additional information from each Firm and to request oral interviews.

The City also reserves the right to reject all RFP's if they are deemed unsuitable to meet the City's needs. Late or incomplete proposals will not be considered, and the City reserves the right (in its sole discretion) to determine the completeness of all RFP's.

AVAILABLE BACKGROUND MATERIALS

The following is a list of available background material:

Original drawings of the building and site.

The City does not warrant the accuracy of the information contained in this document.

CITY'S RIGHT TO REJECT; WAIVE IRREGULARITIES

The City reserves the right to reject any or all proposals received in response to this RFP for any reason or waive any irregularities or informalities contained in the proposals consistent with the law.

CITY'S RIGHT TO TERMINATE

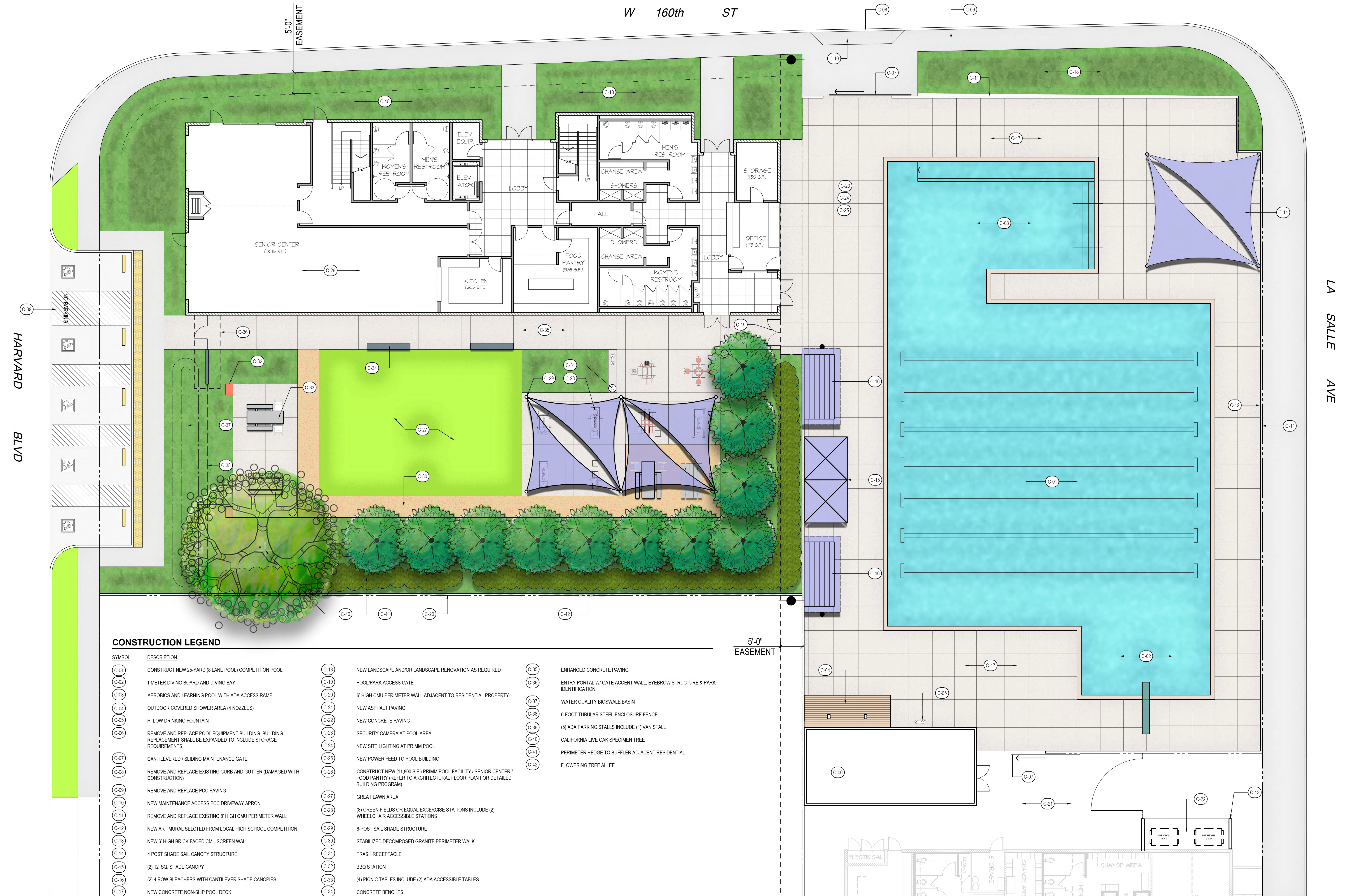
Although the City anticipates successful completion of all phases of work for this project, it reserves the right to terminate work at any time. The consultant's work for this project shall be considered the property of the City to do with as it wishes, regardless of whether or not the project is fully completed.

COST OF PROPOSAL PREPARATION

The Firm, including their sub-contractors, is responsible for any costs incurred in responding to this RFP.

ATTACHMENT A

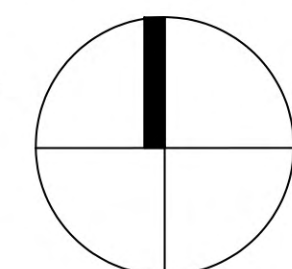
Proposition 68 Application/Exhibit



CONSTRUCTION LEGEND

SYMBOL	DESCRIPTION				
(C-01)	CONSTRUCT NEW 25-YARD (8 LANE POOL) COMPETITION POOL	(C-18)	NEW LANDSCAPE AND/OR LANDSCAPE RENOVATION AS REQUIRED	(C-35)	ENHANCED CONCRETE PAVING
(C-02)	1 METER DIVING BOARD AND DIVING BAY	(C-19)	POOL/PARK ACCESS GATE	(C-36)	ENTRY PORTAL W/ GATE ACCENT WALL, EYEBROW STRUCTURE & PARK IDENTIFICATION
(C-03)	AEROBICS AND LEARNING POOL WITH ADA ACCESS RAMP	(C-20)	6' HIGH CMU PERIMETER WALL ADJACENT TO RESIDENTIAL PROPERTY		
(C-04)	OUTDOOR COVERED SHOWER AREA (4 NOZZLES)	(C-21)	NEW ASPHALT PAVING	(C-37)	WATER QUALITY BIOSWALE BASIN
(C-05)	HI-LOW DRINKING FOUNTAIN	(C-22)	NEW CONCRETE PAVING	(C-38)	6-FOOT TUBULAR STEEL ENCLOSURE FENCE
(C-06)	REMOVE AND REPLACE POOL EQUIPMENT BUILDING. BUILDING REPLACEMENT SHALL BE EXPANDED TO INCLUDE STORAGE REQUIREMENTS	(C-23)	SECURITY CAMERA AT POOL AREA	(C-39)	(5) ADA PARKING STALLS INCLUDE (1) VAN STALL
		(C-24)	NEW SITE LIGHTING AT PRIMM POOL	(C-40)	CALIFORNIA LIVE OAK SPECIMEN TREE
(C-07)	CANTILEVERED / SLIDING MAINTENANCE GATE	(C-25)	NEW POWER FEED TO POOL BUILDING	(C-41)	PERIMETER HEDGE TO BUFFER ADJACENT RESIDENTIAL
(C-08)	REMOVE AND REPLACE EXISTING CURB AND GUTTER (DAMAGED WITH CONSTRUCTION)	(C-26)	CONSTRUCT NEW (11,800 S.F.) PRIMM POOL FACILITY / SENIOR CENTER / FOOD PANTRY (REFER TO ARCHITECTURAL FLOOR PLAN FOR DETAILED BUILDING PROGRAM)	(C-42)	FLOWERING TREE ALLEE
(C-09)	REMOVE AND REPLACE PCC PAVING				
(C-10)	NEW MAINTENANCE ACCESS PCC DRIVEWAY APRON	(C-27)	GREAT LAWN AREA		
(C-11)	REMOVE AND REPLACE EXISTING 8' HIGH CMU PERIMETER WALL	(C-28)	(8) GREEN FIELDS OR EQUAL EXERCISE STATIONS INCLUDE (2) WHEELCHAIR ACCESSIBLE STATIONS		
(C-12)	NEW ART MURAL SELECTED FROM LOCAL HIGH SCHOOL COMPETITION	(C-29)	6-POST SAIL SHADE STRUCTURE		
(C-13)	NEW 6' HIGH BRICK FACED CMU SCREEN WALL	(C-30)	STABILIZED DECOMPOSED GRANITE PERIMETER WALK		
(C-14)	4 POST SHADE SAIL CANOPY STRUCTURE	(C-31)	TRASH RECEPTACLE		
(C-15)	(2) 12' SQ. SHADE CANOPY	(C-32)	BBQ STATION		
(C-16)	(2) 4 ROW BLEACHERS WITH CANTILEVER SHADE CANOPIES	(C-33)	(4) PICNIC TABLES INCLUDE (2) ADA ACCESSIBLE TABLES		
(C-17)	NEW CONCRETE NON-SLIP POOL DECK	(C-34)	CONCRETE BENCHES		

CONCEPTUAL LANDSCAPE PLAN





Proposition 68

Statewide Park Development and Community Revitalization Program

City of Gardena

Project Application Form

Project Name: Gardena Community Aquatic and Senior Center Project

Requested Grant Amount: \$8,500,000

Other Funding Sources: \$6,500,000

Total Project Cost: \$15,000,000

Project Site Name & Address: Primm Memorial Pool – 1651 and 1654 W. 160th St., Gardena, CA 90247

Project Site Ownership: Owned by Applicant plus Acquisition

Nearest Cross Streets: W. 160th Street and La Salle Avenue

County of Project Location: Los Angeles

Applicant Name: City of Gardena

Authorized Representative (As Shown in Resolution):

Name: Clint Osorio Email: cosorio@cityofgardena.org Phone: (310) 217-9503

Applicant Contact:

Name: Mary Simonell Email: msimonell@cityofgardena.org Phone: (310) 217-9655

Grant Contact:

Name: Mary Simonell Email: msimonell@cityofgardena.org Phone: (310) 217-9655

Signature required on this form.

Project Selection Criterion #1 – Critical Lack of Park Space

Ratio of Park Acreage per 1,000 residents according to the FactFinder Report	FactFinder Report ID Number
.76	101799

Project Selection Criterion #2 – Significant Poverty

Median Household Income according to the FactFinder Report	FactFinder Report ID Number
\$47,910	101799

Number of People Living in Poverty according to the FactFinder Report	FactFinder Report ID Number
903	101799

Project Selection Criterion #3 – Type of Project

Expand an Existing Park; Describe how the project site qualifies as EXPANSION of an EXISTING PARK by answering the following:

- A) What was the use of the EXPANSION property prior to the current ROUND'S APPLICATION due date?

The property that will be used for park expansion was previously used as multi-family rental housing. Over time, the units fell into disrepair and were in great need of revitalization. Upon acquisition by the City, the lots were already completely vacant buildings.

- B) Describe why the EXPANSION is needed to complement the ADJACENT EXISTING PARK.

The current space at the park site is limited, and expansion is needed to accommodate the new 25-yard, 8-lane pool and provide space for the new two-story multi-use building for recreation, care, and services across all generations. Currently, the pool site is demolished because the extremely old pool infrastructure was no longer able to meet health codes nor be retrofitted to meet that compliance. However, the recreation department gets calls weekly all year round asking when a new pool or water play option will be available. In the summer, the department receives multiple daily calls asking for cooling recreation options such as a pool or splashpad. Considering the proposed site previously served as a pool until recently, the City hopes to reestablish the highly desired pool at the same site, which will reduce environmental impacts and related CEQA compliance costs of building at another site. Because the adjacent parcels were no longer able to support multi-family housing, the City is able to realize the rare chance to expand an existing park, therefore offering more recreation opportunities that are needed to meet the community's needs that cannot currently be accommodated with the existing amount of City-owned property. One additional lot will be dedicated to the Community Aquatic and Senior Center and the other additional lot will be used for a

small ADA-only parking lot, a large lawn with winding path, picnic shelters, and a small playground.

The City of Gardena is a densely populated urban community of approximately 59,709 residents. The City, called the “Freeway City” because it is bordered by freeways on its south, east and west side, has a large number of low-income residents with 53% of the population living at less than two times the federal poverty level. The City operates on a modest budget and is limited on what new amenities and improvements it can make throughout the jurisdiction. The City is landlocked between adjoining cities on all sides with limited open space available for new park creation. The City is also experiencing rapid housing development with increasing densities near the site and elsewhere throughout the jurisdiction. The opportunity to acquire the vacant, dilapidated housing adjacent to the pool site will simultaneously allow park expansion and remove unsafe abandoned structures. Waiting to expand parks until the opportunity presents itself again could take decades considering the City’s urban core location and current development trends.

Project Selection Criterion #4 – Community Based Planning

Describe how the applicant made current efforts to engage residents to design the park.

- A. How many meetings occurred in the critically underserved community? Describe why the meeting locations and times were convenient for residents with various employment and family schedules and lack private transportation. *If meetings occurred before June 5, 2018, they may be included for historical reference.*

Meeting Date/Year	Meeting Type, Venue, Address	Times (am/pm)	Day of Week	Description of Meeting Location/time/convenience
4/10/19	In person meeting Carnelian HOA 13800 Vermont Ave, Gardena	7:00pm-9:00pm	Wednesday	Weekday evening after typical work hours and commute. Meeting open to entire community and held at a central location for District 1 residents with or without a car.
4/10/19	In person meeting Garden West Estates 17700 S Western, Gardena	7:00pm-9:00pm	Wednesday	Weekday evening after typical work hours and commute. Meeting open to entire community and held at a central location for District 3 residents with or without a car.
04/11/19	In person meeting Serra High School 14830 Van Ness Ave, Gardena	7:00pm-9:00pm	Thursday	Weekday evening after typical work hours, commute time, and conventional dinner time. Meeting open to entire community and held at a central location for District 2 residents.
4/29/19	In person meeting Cross Roads	7:00pm-9:00pm	Monday	Weekday evening after typical work hours and commute time.

	2818 Manhattan Beach Blvd, Gardena			Held at a central location for District 2 residents with or without a car.
5/19/19	In person booth at Community Event Kids to Park Day Johnson Park 1200 W 170 th , Gardena	8:00am-7:00pm	Sunday	All day event on a weekend at a park where attendees of all ages could participate in a hands-on booth.
5/19/19	In person booth at Pool registration Nakaoka Community Center 1670 W 162 nd Street, Gardena	8:00am-3:00pm	Sunday	Staff representatives were available to talk to residents signing up for pool services. The site is 0.1 miles from the pool so people without cars could attend.
2/18/21	Virtual Workshop for District 2 via Zoom	7:00pm-9:00pm	Thursday	Evening call via zoom so people could join from the safety of their homes, work, or hospital rooms.
2/23/21	Informational Meeting via Zoom	6:00pm-8:00pm	Tuesday	Evening zoom call preceding City Council meeting so people could social distance and join from wherever they were.
2/25/21	Virtual Workshop for District 1 via Zoom	7:00pm-9:00pm	Thursday	Zoom call in the evening after typical work hours so people could join from wherever they were and social distance.

- B. For each meeting listed in the response to 4(A) what methods did the applicant use to invite residents? In the combined set of meeting, was there a broad representation of residents?

Meeting Date/Year	Description of the methods used to invite residents	Number of residents who participated in this meeting	General description of residents who participated in this meeting
4/10/19	City website, flyers posted in District	30	Residents of all ages and backgrounds with large representations of working adults and senior citizens
4/10/19	City website, flyers posted in District	32	Residents of all ages, especially adults and senior citizens
4/11/19	City website, flyers	28	All ages were in attendance but mostly adults and seniors
4/29/19	City website, flyers	31	Adults and seniors
5/19/19	Social media, City website, flyers	150	Families with children and multi-generational families.

5/19/19	Email, flyers, social media, direct verbal invitation	100	Families and children, some seniors
2/18/21	City website, flyers, direct personal invitation	28	Adults and seniors
2/23/21	City website, flyers	10	Adults
2/25/21	City website, flyers, direct personal invitation	30	Adults and seniors

- C. During the meetings that occurred in the critically underserved community how were the residents enabled to design the park? (Using “Goals 1-3” in the application guide, outlined below)

Goal 1: Residents identify and select their preferred recreation features for the project, and residents provide design ideas for their selected recreation features. Applicants should include a list of resident ideas that will be included in the design of the recreation features

Selection of the RECREATION FEATURE(S)

Process: Prior to the extensive meeting schedule, residents were invited to take jurisdiction wide surveys that asked what new or improved recreation features they would like to see within the City or within specific parks. They were also asked which parks they prefer to go to, why they go to those parks, and what would they like to be improved so they would go to the parks more frequently. After jurisdiction-wide survey results were reviewed, residents were given a pool-specific survey that asked what features or programs they would like to see implemented. At the time of the survey, the pool was still functional. Then, residents were encouraged to attend in person meetings at their own local District’s neighborhood watch meetings. These meetings have become the core of ongoing community engagement in Gardena for the past thirty years. The meetings listed were dedicated solely to the purpose of discussing park improvements. Residents were asked what features they would like to see incorporated into the existing Primm pool and onto the two adjacent parcels that were being acquired. Residents were encouraged to discuss openly and collaboratively to build off one another’s ideas. As is traditionally seen in District meetings, residents were eager to participate and offer their own opinions. After the initial round of District meetings that covered all three divisions of the City, a site plan was drawn up. Additional feedback was sought from small groups and families during two high-attendance events that drew families with children and other park users from across the City. These direct interactions with staff involved a discussion of what had been covered in District meetings plus the questions about what recreation features the families needed or desired at the Primm Pool location. Finally, zoom based meetings were held at two district meetings this year to refresh residents’ memories on the park design and request additional feedback on recreation features desired at the site. Another city-wide zoom meeting asked for recreation feature ideas that could supplement or replace the proposed features, as applicable.

DESIGN of the RECREATION FEATURE(S)

Process: Residents were asked to provide specific thoughts and ideas about the design of recreation features on both the surveys and during meetings. This included open ended

questions on surveys and to get discussions started when group conversations didn't naturally flow into design specifics. In the city-wide events that engaged small groups with city staff, the groups were specifically asked for design preferences for each recommended recreation feature.

List of design ideas: Meeting participants requested outdoor patio space near the pool with picnic benches and a shade structure, a larger pool to accommodate more swimmers, an indoor event space for recreation activities, a senior center, kitchen facilities for the pantry program, a separate wading area, diving boards, a ramped entry for ADA accessibility, a waterproof wheelchair for ADA learner pool access for wheelchair bound citizens, family/gender neutral restroom facilities, and a room for nursing mothers.

Goal 2: Residents express their preferences for the location of recreation features within the park. Applicants should list the residents' reasons that will be used for the location of recreation features within the park

Location of the RECREATION FEATURE(S) within the PARK.

Process: Meeting participants were asked to discuss the layout of the features within the park and how they wanted them to be placed in relationship to one another. In the first round of meetings, this was an open-ended process with residents coming up with ideas in real time and building off one another's comments. At the city-wide events and the meetings in 2021 the conceptual site plan was presented, and residents were asked if they liked the layout or if they would change anything. Residents also had a lot of interest in parking and its relationship to the recreation features.

List of Reasons: Meeting participants requested lap swimming and wading/lessons be separated from one another. The ramped entry for ADA use should be near the dressing rooms and bathrooms. Residents also requested that an Alzheimer's care program be located on the second floor of the senior center/community center to help retain participants in a secure location. Residents requested the kitchen and food pantry be on the first floor of the facility for ease of access. The outdoor patio area should be situated to easily view the wading pool and the restroom area for easy parent supervision.

Goal 3: Residents provide park design and beautification ideas. Applicants list residents' park design and beautification ideas that will be included in the park

Safety and PARK beautification

Process: Meeting participants were asked to discuss the safety and beautification of the park including the pool area, the senior/community center, and the open spaces surrounding them. Residents were specifically requested to discuss features that would make them feel safer while using the facilities, features to make them feel the facilities are safe from harm when not in use, and ways to beautify the facilities while incorporating the community's culture.

List of safe public use ideas: Meeting participants requested ADA accommodations throughout the pool and the center, new restrooms, security lighting and fencing, safe parking, and a security camera at the pool with a new power feed.

List of PARK beautification ideas: Meeting participants proposed a competitive mural painting event between the City's public and private high school on the inside and outside of the cinderblock fencing around the pool. They also requested shade structures, more

attractive facades on the new building, a community organic garden, and landscaping that featured drought-tolerant, California native species throughout the site.

Project Selection Criterion #5 – Employment or Volunteer Opportunities

Describe how the project will include employment or volunteer outdoor learning opportunities for residents including youth and/or corpsmembers;

Brief description of the meaningful employment or volunteer opportunity	Number of residents and/or corpsmembers participating
TreePeople volunteers to help with plant selection and vegetation planting	5
CalCC will provide planting assistance and	8
Neighborhood Watch District Leaders lead much of the community development meeting process through their well established and regular community engagement meetings	3
Senior Feeding Volunteers- leading volunteers of the Gardena-LA County partnership for senior feeding will assist with the design details of the kitchen and food pantry areas of the proposed senior and community center.	5
Kaiser Permanente – healthcare workers will volunteer to hold an on-site health and safety presentation at the site during the grand opening event. They will also participate in a City-wide Health Fair.	3
High school mural competition – high school art students at the public and private high schools will paint murals on the inside and outside of the pool fence as part of a community event and site beautification	45

A. Outcome of the Corps Consultation Process:

Using the following chart format: City the outcome of the Corps Consultation Review Process (Checklist Item #15)

Is it feasible for the Corps to work on a project component?	If yes, list the binding/agreed upon services to be performed by the Corps.	If yes, list cost of work for each service	If Corps offered services, but applicant declined, provide reason.
No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	Landscaping and vegetation aspects General Labor	13000 \$6,500	

Project Selection Criterion #6 – Partnerships or Committed Funding

Describe the partnership assistance given to the project ONLY after June 5, 2018.

What are the organization names of the partners and what are their roles? If no partners are involved in the project, but the applicant has committed funds, write “See Funding Sources Form” boxes A. and B. below.

A. Name and General Purpose of Organization (Specify if Health Organization)	B. Partnership Role specific to Project
TreePeople - Organization encourages residents of Los Angeles County to come together to plant trees, harvest the rain, and renew depleted landscapes. They work with volunteer leaders using a Citizen Forester model, and influence government agencies in providing opportunities for residents to live a healthier lifestyle.	They will provide volunteers for park improvement projects throughout the City. They will provide volunteers in tree planting as well as participation at community events focused on educating residents on the importance of trees and greenery in their community. They will assist the City in selecting native, drought-tolerant greenery for the project.
LA County Workforce Development Aging and Community Services (WDACS)	WDACS has partnered with the City in the design of the kitchen and food pantry areas of the center. WDACS works with the City to implement several senior feeding and emergency food services programs. Their advisory role in the space, design, and equipment requirements for an effective community feeding space was invaluable.
*Kaiser Permanente	Kaiser Permanente will provide expert volunteers to prepare and present an on-site health and safety presentation during the grand opening event at the proposed project. This will include information about healthy lifestyles to prevent disease, using exercise to improve quality of life, water safety best practices, and senior safety tips.
See Funding Sources Form - City of Gardena	See Funding Sources Form for more information on committed funds.

Project Selection Criterion #7 – Environmental Design

Describe how the project will provide efficient use of water and other natural resources by answering both A. and B. combined or C by itself.

- A. How will the project include the following sustainable techniques?
1. Incorporate pervious surfaces or other techniques such as bioswales or grading to capture storm water for infiltration or irrigation, or cleanse storm water before release?
 2. Use of water efficient irrigation system that includes a rain sensor, evapotranspiration (ET) controllers, flow sensors, or on-site water recycling that reduces potable water consumption, or the project will not require additional use of water.
 3. At least 10% of the materials for project construction will consist of recycled materials, or construction waste will be minimized by the separation and recycling of recoverable materials generated during construction.
 4. Landscaping that excludes the use of invasive plants and instead features drought tolerant or climate appropriate non-invasive native turf, trees, shrubs, plants and ground cover. Also discuss how the landscaping minimizes the use of toxic pesticides and inorganic fertilizers.

Use the chart format to list and describe each sustainable technique in response to A. above.

Sustainable Technique	Description of Sustainable Technique
Pervious surfaces	The parking lot, paths and pool decking will be renovated to include semi-permeable concrete pavement. This will allow water to seep into and through the semi-permeable surface of the parking lot reaching the soil beneath. There the water will recharge the groundwater. This allows stormwater to be captured for groundwater recharge instead of running off the parking lot carrying fluid pollution with it and burdening the City's storm sewers.
Water efficient irrigation systems	The existing irrigation system will be replaced with a SMART irrigation system. This new system will monitor soil conditions and override any scheduled irrigation when soil conditions indicate they are unneeded. The SMART system will also notify park maintenance staff via an app on a smartphone when there are unexpected changes in pressure in the system. This will alert the staff that a possible leak or other irrigation problem exists so they may better locate, diagnose and repair irrigation issues thereby reducing water loss.

Use of recycled materials for construction	The renovation and expansion work will be performed by contractor. A requirement listed in the RFP will be that the contractor separate construction waste from recyclable or reclaimable materials and/or use 10% recycled materials in site construction. As part of construction management, the City will periodically inspect the construction site and confirm that as much material as possible is being reused or recycled.
Drought-tolerant, climate-appropriate, non-invasive plantings	<p>This project will include the planting of 12 new drought-tolerant trees and many other drought tolerant plants, ground covers, and shrubs of varying sizes. These plantings will result in decreased air pollution through carbon sequestration. Specifically, the selected trees will remove 112.9 pounds of ozone, 24.3 pounds of NO₂, 0.7 pounds of SO₂ and 1.2 pounds of small particulate matter from the air. They also have the added benefit of intercepting 78,754.3 gallons of rainfall over 40 years avoiding 29,607.2 gallons of runoff from only the trees. That runoff will be captured by the trees' root systems where it will slowly infiltrate to recharge ground water. Avoiding runoff has additional benefits in reduced pool maintenance needs and improved watershed health.</p> <p>This landscaping will minimize the use of toxic pesticides and inorganic fertilizers using pest-free and pest-resistant plant species. Only non-invasive and drought tolerant shrubs and plants will be used to landscape throughout the park. Residents have also requested that the species be native to California. All efforts will be made to choose native species for landscaping. Species that are selected use little water so that they are drought tolerant. The park staff will mulch around the plants on a semi-annual basis which will further reduce the water required to support these beautiful plant and shrub species. The mulch also minimizes the amount of herbicides that will need to be used by reducing the growth of weeds in the landscaped area. Some of the plants used will be non-native but non-invasive. This will help to reduce the burden of insects thereby minimizing the need for pesticides.</p>

- B. How will the project include the following additional techniques that are not listed above.
1. Carbon sequestration tree planting (identify approximately the number of trees being planted). If the project will not include tree planting, include one other energy, water and natural resource conservation technique.
 2. Facilitation of safe and reliable drinking water to park visitors if not yet available. If safe and reliable drinking water is already available for park visitors, include one other energy, water, and natural resource conservation technique.

3. One other energy, water, and/or natural resource conservation technique.

Use the chart format to list and describe each sustainable technique in response to B. above.

Sustainable Technique	Description of Sustainable Technique
Tree Planting	There will be 12 trees will be planted throughout the site. This will include 6 Crape Myrtle trees, 3 Western Redbuds, 2 Lemonade Berry trees, and 1 Coast Live Oak. Together these trees will sequester 60,810.6 pounds of CO ₂ in just 40 years. The trees will also be placed so they have the maximum benefit of CO ₂ avoided, electricity saved, and fuel saved by building shading and shielding from the weather. In this way, the trees are expected to avoid 4,435.9 pounds of CO ₂ emissions from the proposed center in the 40-year evaluation period entered into the iTrees Planting calculator.
Drinking Fountains	Drinking fountains will be provided outside at the pool and on each floor of the new building. This will include Hi-Lo fountains by the pool in order to comfortably serve all age groups and abilities. Bottle fillers combined with fountains will be used inside which will support the City's Zero Waste parks initiative while still providing access to clean, quality drinking water during recreation.
Low-energy Building Design	The City participates in energy conservation throughout all City buildings and will use conservative designs to ensure the new multi-purpose building conserves energy, water, and other resources. The City will use low-energy LED lighting throughout the site. The building will also go through a stringent design process that maximizes insulation efficacy and minimizes the possibility of leaks or drafts that limit HVAC efficiency. The building will also use low-flow toilets and other water conserving fixtures and appliance to reduce water usage.

Project Selection Criterion #8 – Public Use Fees and Hours of Operation

Describe how youth, seniors, and families affected by poverty will have daily access to the project site by answering the following questions;

- A. What will be the Monday through Sunday hours of operation for the overall park to accommodate various needs of youth, seniors and families?

The park portion of the facility is open to the public 7 days a week, 365 days a year from dawn until dusk. The Senior Center is open daily from 7:00 a.m. until 6:00 p.m. during the summer and open from 7:00 a.m. until 4:00 p.m. in the winter.

The Primm Memorial Pool will be open to the public seven days a week, Monday through Sunday, during the normal recreation hours of 6:00 a.m. to 8:00 p.m. between May 31st and September 15th of each year.

- B. Will the Monday through Sunday hours of operation differ for any recreation features listed in the Grant Scope/Cost Estimate Form? If so, please identify the recreation features and hours of operation.

The Monday through Sunday hours of operation are the same other than when there are reservations to use the facilities for a specific group. Aside from these, the facilities will remain open to the public including youth, seniors, and families during normal recreation hours.

- C. Will the public be charged entrance or membership fees to enter the overall park? Will entrance, membership fees or league/activity fees be charged to use a recreation feature that is a majority of the total project cost listed in the Grant Scope/Cost Estimate Form? If so, list each fee, identify if the fee is daily, weekly or monthly, and explain why the fee will not prevent daily access for youth, seniors and families affected by poverty.

The park facilities and senior center are open to the public at no charge. The public will be charged a minimal entrance or membership fee to utilize the pool. Some services within the center will have minimal fees but the City operates these on a sliding scale with some programs also having a “what you can afford” option. The City hosts numerous events throughout the season in which the pool entrance fee is waived to the public. Examples are free swim nights for seniors, free swim nights for families and a sliding scale fee where families basically pay what they can afford for recreation programs, including summer camps. The City offers a set of free swim lessons and programs for at-risk youth. Additionally, the City provides reduced or waived entrance fees for residents that qualify as disadvantaged or low-income. The pool facilities will be available for reservation on a fee basis, but in general the pool facility itself will be accessible to the public for a minimal daily fee.

Swimming Pool Facility Rental Fees		
RENTAL RATES FOR COMMUNITY GROUPS	RESIDENTS	NON-RESIDENTS
Refundable Maintenance Deposit	\$100	\$100
First 75 People	\$225	\$270
Each additional (25 persons or less)	\$35	\$35
One addition hour (7-8 PM Only)	\$75	\$75

Recreational and Program Swimming Pool Entry Fees	
Swimming Pool Service	Fee
Kids 10 Pool Entries Seniors 10 Pool Entries	\$15
Adults 10 Pool Entries	\$25
Youth Lessons Adult Lessons Ages 18-54 Senior Lessons Age 55 and up	\$25 per session
Adult Recreational Swim	\$3 per session
Senior Recreational Swim / People with developmental disabilities	\$2 per session

Project Selection Criterion #9 – Community Challenges, Project Benefits, and Readiness

Provide responses to A. and B. below to summarize the project's needs and benefits. This criterion is designed for the applicant to tell the story about the project need and benefits not yet covered through the Project Selection Criteria 1 through 8.

A. What challenges are present within the community that contributes to the need for the project?

Challenge	Description of Challenge
Lack of accessible open space, green space and recreational programming	<p>The City of Gardena does not have adequate park and open space facilities along with recreational programming to satisfy the needs of the community. The City only has what are considered “pocket parks” and provide limited recreational features and programming for youth and seniors. The project site is the location of the only public pool within City limits. Furthermore, the pool is the only one in more than 2.5 miles in any direction. It is also the closest public pool to many disadvantaged communities south of the City of LA including Inglewood and Compton. The pool had a regional draw prior to being closed, largely due to its accessibility via public transit and its low entry fees. As a formerly popular piece of Gardena and Southern LA culture, the loss of the pool has been especially hard on residents who have relied on the pool for decades.</p>
Resident Financial Status	<p>According to CalEnviroScreen 3.0, 53% of residents living in tract 6037603301, the tract of the Project site, have an income of less than two times the federal poverty level. Most residents within the City do not have the financial resources to pay for memberships to gyms, sports organizations, and leagues, or to send their children to sleep away camps or private summer camps.</p> <p>The City has a high rate of participation in public support programs of all sorts. This is because the residents are in such great need financially. They need assistance with food, childcare, housing, etc., to be able to stretch their low wages into a basic standard of living. If free and low-cost recreation facilities and programs are not available to them, they will be unable to access such opportunities on through private methods.</p> <p>Finally, a full 16.8% of the Gardena population are age 65 or over according to the American Community Survey population estimates from 2019. This is a very high proportion of seniors compared with surrounding</p>

	<p>cities. While some cities with large senior populations fare well because of wealthy retirement communities, Gardena's seniors fall on the other end of the spectrum. Seniors are often on limited fixed incomes and find themselves needing to maintain part-time or full-time employment to keep themselves afloat. Some senior residents find themselves living with their adult children's families and needing daytime care. Los Angeles County and the City of Gardena partner with dozens of volunteers to run a senior feeding program that currently feeds 485 seniors every day. The number continues to grow during the COVID pandemic. As the population of Gardena continues to grow, the ratio of seniors is anticipated to increase making senior activities and care an urgent need for the City.</p>
Illegal Dumping	<p>The City has a serious issue with illegal dumping, which can be a serious fire hazard, a health and safety hazard, and a detriment to the environment. Illegal dumping diminishes property values, which is costly to residents when property values drop or do not increase at the level surrounding community values do. Dumping results in an increase in code enforcement expenses, which can deplete the City's general fund and resources. However, Gardena had to furlough or layoff more than 70 employees because of the pandemic. Many of them were code enforcement officers that were able to clean up the massive quantities of solid wastes and trash dumped in alleyways, abandoned lots, and on the side of the road. Additionally, as property values decrease, tax revenues also decrease meaning it's unlikely that the City will be able to return to pre-pandemic dumping control and correction activities unless something is done to increase property values and improve the sense of pride in the community that discourages dumping and encourages volunteer clean-up.</p> <p>By improving neighborhood park sites, property values increase, and rehabilitated park sites do not encourage illegal dumping. However, the current site that is partially demolished at this time will become a prime target for dumping if it is unable to be converted back into a functioning park space.</p>
Negative Environmental Impacts	<p>The Project site, in census tract 6037603301, is surrounded by vehicle congestion as it is completely surrounded by three major freeways, the 405, 110 and 105 freeways. This has resulted in CalEnviroScreen 3.0 rating the City with a pollution</p>

	<p>burden of 71, Fine Particulate Matter (P.M.) 2.5 of 82, Diesel rating of 69, toxic releases rated at 90, and a traffic rating of 69. These serious pollutants are known to cause numerous adverse health effects, including cardiovascular disease, respiratory irritation and exacerbation of lung disease. 66% of residents in this tract suffer from cardiovascular disease. People exposed to these environmental conditions are more likely to develop serious and chronic health problems directly related to the exposure to pollutants in the air, water and soil.</p>
Asthma	<p>CalEnviroScreen 3.0 results reveal the area around the park has a high concentration of asthma sufferers, roughly 80% of the population. This is very high and puts the tract at the high 80th percentile in California. The City is in urgent need of additional trees and other vegetation to help clean the air. Additional benefits for Asthma sufferers can be obtained through exercise and consistent movement. The community lacks a pool for low-impact cardiovascular exercise and it also lacks sufficient indoor space to meet existing exercise class needs of the community. However, people with asthma that are able to exercise regularly have fewer asthma complications and require less medical intervention, saving thousands of dollars in medical bills and missed work.</p>
Housing Burden	<p>The CalEnviroScreen 3.0 indicates residents living in the census tract 6037603301 has a housing burden in the 78th percentile. This indicator is the percent of households in a census tract that are both low income (making less than 80% of their county's median family income) and severely burdened by housing costs (paying greater than 50% of their income for housing costs). The high housing burden leads to decreased available money to spend on private recreation making exercise and fun simply out of reach for many local families and individuals.</p>
Low Educational Attainment and Linguistic Isolation	<p>Low educational attainment is a problem for the area, which is plagued with poverty and linguistic isolation. According to CalEnviroScreen 3.0, tract 6037603301 has a linguistic isolation of 88 and 53% of residents live in poverty. A high percentage of the residents are of Asian origin, and their culture often relies on youth to help the family financially. In many cases, this need results in increased high school dropout rates or in the decision not to pursue post-secondary education either in college or vocational schools.</p>

- B. How will this project benefit the health and quality of life for youth, seniors and families by improving the community's recreational, social, cultural, environmental, educational, and economic conditions?

Health and Quality of Life Conditions	How the project will benefit the health and quality of life for youth, seniors and families.
Recreational	<p>The rehabilitation of the Primm Pool site will result in a variety of enhanced recreational opportunities for the City's diverse population, including youth, seniors, and families. The newly installed pool and senior center will provide new healthy recreational opportunities to residents of all ages, including those that cannot do full weight-bearing activities. The senior center will provide an array of health and fitness courses and programs available to our senior population, which were in great demand before the pandemic and will be extremely popular after the pandemic. It will also provide a space for the City's senior residents to meet and socialize, assisting in breaking the barrier of isolation that seniors can often feel. The pool will be a popular outlet for all residents during the hot summer months and will be a venue for swim leagues to hold practices and to host competitive swim meets. The proposed project will offer safe, affordable, and fun opportunities for community-building for both the youth population, and other members of the community.</p> <p>Furthermore, the low-impact exercise opportunities will offer new fitness outlets to residents who haven't had such chances since the pool was forced to close. Lap swimming and water aerobics help increase mobility, strength, and flexibility for all ages. The pool will offer youth, adult, and senior specific classes and swim teams. As people move more, their cardiovascular and respiratory health tends to improve. Additional health benefits are seen during the highest heat days when residents can come cool off playing in the pool reducing the risk of heat associated illness or injury while engaging in recreation. There are no other pools or water play opportunities within the City or within a nearby drive or bus ride.</p>
Social	<p>The reconstruction of the Pool will provide a hub for social and recreational activities for all members of the community. The pool, senior center and other facilities will act as a catalyst for continued social growth and positive social experiences for youth, seniors, and families with a wide range of backgrounds. Senior activities, all age swim teams, and free swim times will facilitate new friendships and support existing social connections. Picnic tables and shade will be included to encourage social gatherings.</p> <p>The senior/community center will provide many new volunteer, employment, and care opportunities for seniors, children, youth, and adults. Multi-purpose rooms will host fitness classes, health workshops, ESL classes, social events, afterschool programs, summer day camps, and adult day activities.</p>


Cultural	<p>The City of Gardena has one of the highest percentages of Japanese Americans in California and has a large percentage of Korean Americans and other rich ethnic cultures. The City embraces resident diversity and is focused at providing places that encourage families and groups to gather, socialize, and celebrate their culture through a myriad of events such as dance classes and holiday celebrations that can take place in the community center, around the pool, or on the lawn.</p> <p>Additionally, city-wide events sited at the pool will be able to resume including the dive-in movie nights and senior swim times. The City's culture of service will be able to grow even larger with the expansion of the City's popular pantry and senior meal programs that will be based in the new senior/community center.</p>
Environmental	<p>The new landscaping, including trees, shrubs, bushes, and groundcover, will sequester carbon and reduce GHG while filtering the air of some particulates. The roots of the vegetation will also capture and filter storm water using it to recharge the ground water. This will improve both air and water quality. The park surfaces along with surfaces around the pool will be semi-permeable to further reduce storm runoff and improve water quality.</p> <p>The park will have waste receptacles and recycling bins to encourage proper waste disposal and increase recycling. Furthermore, the entire site will participate in the City's "Zero-waste" recycling program which takes additional steps to reclaim recyclable products from the trash and to implement conservation measures for energy and water throughout the property. This includes using low energy lighting, reducing HVAC related energy losses, and controlling water use to prevent waste.</p>
Educational	<p>The two-story building will provide an indoor gathering space for residents, to include an array of educational events appropriate for residents of all ages. The Senior Center will provide programming specific to the senior population in health, fitness, exercise, and nutrition. Parenting classes, health and fitness and child safety classes will be available. The Gardena Juvenile Justice Intervention Program will utilize the facilities to host classes focused on improving the lives of at-risk youth.</p> <p>The reconstruction of the pool will provide educational opportunities from youth swim leagues and water polo to swimming lessons and water safety for residents. Furthermore, the pool will be the site of additional life saving classes through lifeguard training and CPR.</p> <p>Finally, the senior/community center will serve as a central location for English as a Second Language (ESL) classes which will reduce the burden of linguistic isolation experienced by so many residents. Furthermore, educational attainment can be improved once linguistic differences are less of a barrier to educational program completion.</p>

<p>Economic (and advancing solutions to prevent displacement if applicable)</p>	<p>Increased park use will bring economic stimulation to the retailers and restaurants in the immediate park area. The pool is a high-demand recreation resource drawing people from throughout the entire City and even some visitors from surrounding cities. These pool patrons will also be likely to make purchases near the pool.</p> <p>The project will create 18 new jobs that include seasonal lifeguards and pool maintenance staff and year-round personnel to operate and maintain the senior/community center. The pool and the senior/community center are desirable quality-of-life amenities that may also encourage further business investment within Gardena. Most of the time, businesses try to operate in communities that provide a high quality of life because it helps them retain employees that can enjoy those amenities.</p> <p>The park will also have a positive impact on housing values in the surrounding neighborhood. Property values will go up as the existing dilapidated, vacant multi-family housing is removed and a beautiful and lively park and community center replaces it. The park will provide a place for social and community connection which translates into networking for job opportunities and other possibilities for business connections.</p> <p>The park is also expected to reduce personal and systemic healthcare costs throughout the community. This will be realized through increased exercise, decreased injury to seniors that utilize the center, the prevention of chronic diseases related to a sedentary and isolated lifestyle, and the reduction of complications of those diseases in those that already have them. For example, a senior with non-insulin dependent Type 2 Diabetes that joins a twice weekly water aerobics class may experience better blood sugar control and be able to remain on their oral medication, diet and exercise plan only without advancing to insulin dependence. They will also be less likely to utilize emergency services for a high or low blood sugar event, less likely to experience a prolonged hospitalization or surgery, and will reduce or delay the need for home-based care like visiting nurses. In just this one example, thousands of dollars are saved that can be redirected to other needs or quality of life improvements.</p> <p>Although property values are anticipated to increase, the City has many programs and policies that are designed to prevent displacement from green gentrification. Some of the many programs and policies include regularly approved ADU permitting, a mixed use overlay on large segments of major arterial corridors that permits up to 30 units per acre on larger lots, a density bonus program to encourage infill development, the Gardena Emergency Services Program to offer emergency and supportive services to individuals and families at risk of becoming homeless, and the operation of four assisted rental projects. The City also has a Fair Housing Foundation that provides information in several languages</p>
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	<p>to residents regarding Section 8 rental certificates and their availability. It also expands outreach efforts to affirmatively market the availability of Section 202 senior housing units. Gardena actively participates in the LA County Continuum of Care to assist homeless persons transition towards self-sufficiency and to ensure resources and temporary housing are available to the Gardena homeless population. Additional efforts for wrap around services including mental health assistance and referrals are also active.</p>
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State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Statewide Park Development and Community Revitalization Program of 2018

PROJECT APPLICATION FORM

PROJECT NAME GARDENA COMMUNITY AQUATIC AND SENIOR CENTER PROJECT		
REQUESTED GRANT AMOUNT	\$ <u>8,500,000</u>	
OTHER FUNDING SOURCES	\$ <u>6,500,000</u>	
TOTAL PROJECT COST	\$ <u>15,000,000</u>	
PROJECT SITE NAME and PHYSICAL ADDRESS where project is located (including zip code) Primm Memorial Pool 1651 & 1654 W. 160 th St. Gardena, CA 90247	PROJECT SITE OWNERSHIP (<input checked="" type="checkbox"/> all that apply) <input checked="" type="checkbox"/> Owned in fee simple by APPLICANT <input checked="" type="checkbox"/> Proposed Acquisition of <u>0.36</u> acres <input type="checkbox"/> Available (or will be available) under a _____ year lease or easement <input type="checkbox"/> TURN-KEY Project	
NEAREST CROSS STREETS W. 160th Street between Lasalle Ave. and Harvard Blvd.		
COUNTY OF PROJECT LOCATION Los Angeles County		
APPLICANT NAME (entity applying for the grant) and MAILING ADDRESS City of Gardena, 1700 W. 162nd St., Gardena, CA 90247		
AUTHORIZED REPRESENTATIVE as shown in Resolution Clint Osorio – City Manager <u>cosorio@cityofgardena.org</u> (310) 217-9503 Name (typed or printed) and Title Email address Phone		
APPLICATION CONTACT Mary Simonell, Administrative Analyst III <u>msimonell@cityofgardena.org</u> (310) 217-9655 Name (typed or printed) and Title Email address Phone		
GRANT CONTACT For administration of grant if awarded (if different from AUTHORIZED REPRESENTATIVE) Mary Simonell, Administrative Analyst III <u>msimonell@cityofgardena.org</u> (310) 217-9655 Name (typed or printed) and Title Email address Phone		
GRANT SCOPE I represent and warrant that this APPLICATION describes the intended use of the requested GRANT to complete the items listed in the attached Grant Scope/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION, including required attachments, is accurate.  <u>3/9/21</u> Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution Date Print Name <u>Clint Osorio</u> Title <u>City Manager</u>		



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
COMMUNITY FACTFINDER HANDBOOK FORM

APPLICANTS will sign this Form after completing Steps 1-8 following the FactFinder Handbook available at parks.ca.gov/spp.

I certify that the California State Parks Community Fact Finder Report that was submitted at the time of APPLICATION met the following two requirements:

- ✓ Acreage that should or should not be counted within the PROJECT SITE'S radius has been reported to SCORP@parks.ca.gov. (Step 6)
- ✓ The FactFinder Report was generated with the pin located in the boundary of the PROJECT SITE. (Step 7)

I understand if either of the above requirements were not met, OGALS will generate a new report with the pin located in the middle of the PROJECT SITE to create the new half-mile radius and will use the data for purposes of Project Selection Criteria 1 and 2.

03/08/2021

AUTHORIZED REPRESENTATIVE Signature

Date

California State Parks Community FactFinder Report

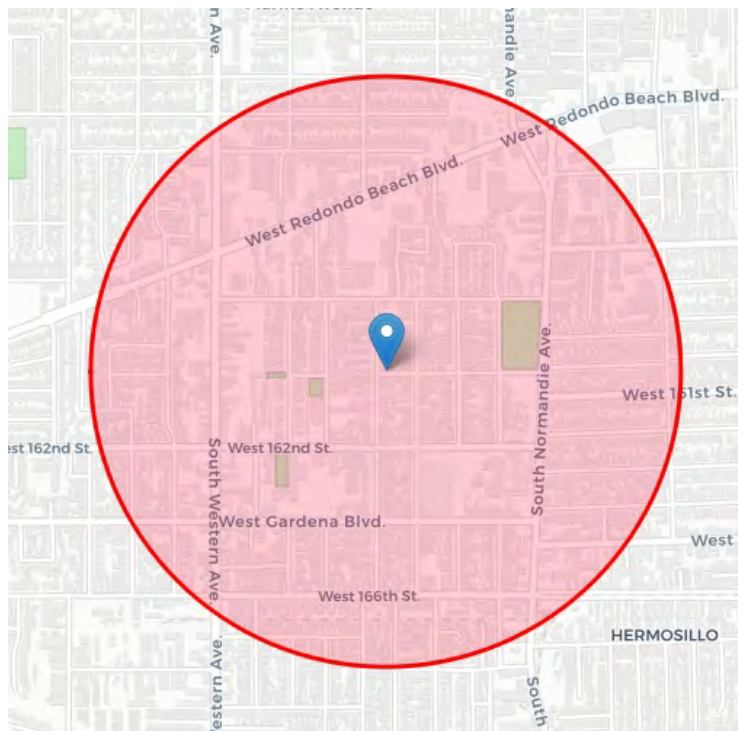
Project ID: 101799
Coordinates: 33.8856, -118.3041
Date: 2/9/2021

This is your project report for the site you have defined. Please refer to your Project ID above in any future communications about the project.

PROJECT AREA STATISTICS

County	Los Angeles
City	Gardena
Total Population	7,711
Youth Population	1,444
Senior Population	1,330
Households Without Access to a Car	209
Number of People in Poverty	903
Median Household Income	\$47,910
Per Capita Income	\$26,649
Park Acres	5.83
Park Acres per 1,000 Residents	0.76

PROJECT AREA MAP



REPORT BACKGROUND

The project statistics have been calculated based on half mile radius around the point location selected. Only park acres within the project area's half mile radius are reported.

Population and people in poverty are calculated by determining the percent of any census block-groups that intersect with the project area. The project area is then assigned the sum of all the census block-group portions. An equal distribution in census block-groups is assumed. Rural areas are calculated at a census block level to improve results.

Median household and per capita income are calculated as a weighted average of the census block- group values that fall within the project area.

More information on the calculations is available on the methods page.

Demographics—American Community Survey (ACS) 5-year estimates 2014-2018; Decennial 2010 Census; the margin of error (MOE) was not analyzed.

Parks—California Protected Areas Database 2020a CFF adjusted (6/2020) - more information at <http://www.CALands.org>. Parks and park acres area based on best available source information but may not always contain exact boundaries or all parks in specific locations. Parks are defined further in the 2015 SCORP (pg. 4).

Users can send updated information on parks to SCORP@parks.ca.gov



SCORP Community FactFinder is a service of the
California Department of Parks and Recreation
www.parks.ca.gov

SCORP Community FactFinder created by
GreenInfo Network www.greeninfo.org
in consultation with CA Dept. of Parks and Rec



RESOLUTION NO. 6500

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS FOR DEVELOPMENT OF THE GARDENA COMMUNITY AQUATIC & SENIOR CENTER

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY APPROVE THE FILING OF AN APPLICATION FOR THE GARDENA COMMUNITY AQUATIC & SENIOR CENTER; AND

Section 1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

Section 2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

Section 3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

Section 4. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

Section 5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Section 6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

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 23 day of February, 2021.


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. 6500** 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 **23rd day of February, 2021**, and that the same was so passed and adopted by the following roll call vote:

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

NOES: NONE

ABSENT: NONE

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

(SEAL)

GRANT SCOPE/COST ESTIMATE FORM

GRANT SCOPE ITEMS ACQUISITIONS: List each parcel number, acreage, estimated date of purchase, and cost DEVELOPMENT: List each RECREATION FEATURE and MAJOR SUPPORT AMENITY	ESTIMATED COST
Acquire approximately 0.36 acres, 6105-011-044, 5/2021	\$1,300,000
Construct a new swimming pool with shade, seating, fencing, and art	\$4,000,000
Construct a new Community Aquatic & Senior Center Bldg	\$6,000,000
Construct new site lighting	\$70,000
Construct new ADA parking lot	\$750,000
Construct new lawn with paths	\$750,000
Construct new playground with benches	\$630,000
Construct new shaded picnic seating areas (5)	\$400,000
	\$
Total Estimated Cost for the RECREATION FEATURES and MAJOR SUPPORT AMENITIES (A)	\$13,900,000
Total Estimated PRE-CONSTRUCTION COST (B)	\$1,100,000
TOTAL PROJECT COST (A+B)	\$15,000,000
Requested GRANT Amount	\$8,500,000
Estimated amount of the GRANT to be charged to PRE-CONSTRUCTION COSTS (cannot exceed 25% of the GRANT)	\$1,700,000

The APPLICANT understands that this form will be used to establish the expected GRANT deliverables; all of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed on this form must be completed and open to the public before the final GRANT payment will be made. The APPLICANT also understands that no more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION costs. See the ELIGIBLE COSTS charts starting on page as specified before creating a cost estimate.


AUTHORIZED REPRESENTATIVE Signature

3/9/21
Date

FUNDING SOURCES FORM

Funding Source	Date COMMITTED	Amount
Statewide Park Program GRANT Request	TBD	\$8,500,000
Park In Lieu Fund	7/1/2021	\$3,500,000
Prop A Fund	7/1/2021	\$1,455,173
Prop 68 Per Capita Allocation	12/1/2020	\$177,952
Measure G/General Fund	7/1/2021	\$1,366,875
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Grand Total All Funding Sources (Estimated TOTAL PROJECT COST)		\$15,000,000

The APPLICANT understands that the PROJECT cannot be funded unless the requested GRANT equals the estimated cost needed to complete the PROJECT, or, the requested GRANT plus the total amount of additional COMMITTED FUNDS equals the estimated cost of the PROJECT. If the GRANT is awarded, there will be no need for additional fundraising. The PROJECT must be completed and open to the public before final GRANT payment is processed. If funding sources change from the time of APPLICATION until PROJECT COMPLETION, the APPLICANT understands this form must be updated within 30 days.



AUTHORIZED REPRESENTATIVE Signature



Date


STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION
PROJECT TIMELINE FORM

TASKS The below list can be adjusted/reorganized with tasks added/removed unique to each PROJECT.	START DATE (MM/YY)	END DATE (MM/YY)	LEAD AGENCY responsible for task and contact information	NOTES ABOUT ANY POTENTIAL DELAYS/ISSUES
1. Appraisal and Purchase Agreement (for ACQUISITION)	11/18		Ray Beeman 310.217.9502 rbeeman@cityofgardena.org	
2. Close of escrow (for ACQUISITION)		05/21	Ray Beeman 310.217.9502 rbeeman@cityofgardena.org	Seller experiencing challenges finding a new site related to COVID
3. Schematic/concept level design with community-based planning and ADA (Americans with Disabilities Act) considerations	05/19	07/19	Kevin Kwak 310.217.9643 kkwak@cityofgardena.org	
4. Site risk assessment for possible contaminants and other complications		03/22	City of Gardena	City will contract with agency to complete
5. CEQA for the construction scope	05/21	11/21	Mary Simonell 310.217.9655 Msimonell@cityofgardena.org	Will be done within 6 months of close of escrow for combined acquisition/construction
6. Engineer cost estimate	05/19	09/21	City of Gardena	City outsources service and it has been revised
7. Consultation with CONSERVATION CORPS to consider feasibility	02/21	03/21	City of Gardena	

TASKS The below list can be adjusted/reorganized with tasks added/removed unique to each PROJECT.	START DATE (MM/YY)	END DATE (MM/YY)	LEAD AGENCY responsible for task and contact information	NOTES ABOUT ANY POTENTIAL DELAYS/ISSUES
8. Construction Documents (final design includes the community-based planning results)	09/21	11/21	Kevin Kwak 310.217.9643 kkwak@cityofgarden.org	Pending award
9. Construction Permits	11/21	12/21	Kevin Kwak 310-217-9643 kkwak@cityofgarden.org	
10. Other permits (Note if Department of Toxic Substances Control, Division of the State Architect, US Army Corps of Engineers, or other regulatory permits as applicable to site, are required)				NOT APPLICABLE
11. Construction Bid Package Preparation/start Bid Process	10/21	12/21	Kevin Kwak 310-217-9643	
12. Bid Approval for Construction	12/21	01/22	Kevin Kwak 310-217-9643	
13. Environmental cleanup/remediation				Not Applicable
14. Construction Period	01/22	01/25	Contractor selected through bid	
15. Grand Opening/completed for public use with grant completion package (three months before the end of the GRANT PERFORMANCE PERIOD).	02/25	03/25	Stephany Santin 310.217.9648 ssantin@cityofgarden.org	

TASKS The below list can be adjusted/reorganized with tasks added/removed unique to each PROJECT.	START DATE (MM/YY)	END DATE (MM/YY)	LEAD AGENCY responsible for task and contact information	NOTES ABOUT ANY POTENTIAL DELAYS/ISSUES
16. Thirty years of operation and maintenance for public use.	07/20	06/50	Kevin Thomas 310.217.9657 kthomas@cityofgarden.org	Thirty years beginning with APPROPRIATION DATE

I certify that the above timeline has been created with input from each agency contact listed in the right column above. The agency contacts for each milestone above have reviewed the project concept, including its location and scope, and represent that the time period estimated for the step "*is reasonable absent any unforeseen circumstances*".



AUTHORIZED REPRESENTATIVE Signature



Date



California Department of Parks and Recreation: Statewide Park Development and
Community Revitalization Program (Proposition 68)

Applicant Capacity

City of Gardena

1. Describe up to three park or other construction projects completed by the APPLICANT.

Park/Construction Project A

Rowley Park and Johnson Park Project

Project Address: Rowley Park – 13220 Van Ness Ave., Gardena
Johnson Park – 1200 W. 170 St., Gardena

Scope of Work: Tennis court rehabilitation and installation of fencing at both sites

Total Project Cost: \$138,119

Funding Sources: Park in Lieu Fees \$138,119

Start Dates: December 2018

Dates of Completion: May 2019

Park/Construction Project B

Rosecrans Avenue Street Improvement Project

Project Address: Rosecrans Ave. from Vermont to Crenshaw

Scope of Work: Upgrade all the traffic signals along Rosecrans and construct a new traffic signal at the intersection of Rosecrans Ave and Berendo Ave. In addition, construct new landscape median along the project limits, rehabilitate the existing street by cold milling and asphalt rubber overlay, reconstruction of driveways, sidewalks and new curb ramps

Total Project Cost: \$4,996,987

Funding Sources: Measure R \$4,996,987

Start Date: September 2012

Date of Completion: February 2016



**California Department of Parks and Recreation: Statewide Park Development and
Community Revitalization Program (Proposition 68)**

Park/Construction Project C

Rowley Park and Johnson Park Skatepark Project

Project Address: Rowley Park – 13220 Van Ness Ave., Gardena
Johnson Park – 1200 W. 170 St., Gardena

Scope of Work: Installation of new skateparks at both Rowley and Johnson Park

Total Project Cost: \$836,955

Funding Sources: Park in Lieu Fees \$336,955
Proposition A Funds \$500,000

Start Date: October 2010

Date of Completion: April 2013

2. Operation and Maintenance Budget Breakdown

O & M Expense Description	Monthly Cost	Annual Cost
Utilities	\$5,077	\$60,924
Staff	\$61,178	\$806,133
Routine Repairs/Upkeep	\$6,319	\$75,833

3. What are the planned funding sources to operate and maintain the proposed PROJECT?

The planned funding sources to operate and maintain the proposed Project is through Measure A funds and the General Fund. The General Fund contains the revenue and expenses for the Parks & Recreation Department and all of its divisions. All revenue and expenses pertaining to this project will be tracked under the Parks and Recreation Department. The Department maintains approximately 37.36 acres of parks, park grounds and facilities. The operational costs for the Department consist of line items such as Salaries, Utilities, Professional Services, Operating Supplies, Repair and Maintenance Supplies, and Personnel training. Meetings and memberships in professional associations are also included in expenses that keep staff abreast to trends in the operation of programs and services this project will promote.

4. Weblink for a list of PARKS and facilities the APPLICANT currently oversees.

<https://www.cityofgardena.org/gardena-facilities-2/>



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CEQA Compliance Certification

Grantee: City of Gardena

Project Name: Gardena Community Aquatic and Senior Center Project

Project Address: 1654 W. 160th Street and 1651 W. 162nd Street, Gardena, CA 90247

Is the CEQA analysis complete? ☒ Yes ☐ No

What document was filed, or is expected to be filed for this project's CEQA analysis:

(check one)

Date complete/expected to be completed

- ☒ Notice of Exemption (attach recorded copy if filed) 11/15/2021 6 months or less
☐ Notice of Determination (attach recorded copy if filed) _____ after close of
 escrow

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information

Agency Name: City of Gardena

Contact Person: Mary Simonell

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

Phone: (310) 317-9655 Email: msimonell@cityofgardena.org

Certification

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

 AUTHORIZED REPRESENTATIVE
 (Signature)

 Date

 Clint Osorio - City Manager
 AUTHORIZED REPRESENTATIVE
 (Printed Name and Title)

FOR OGALS USE ONLY		
CEQA Document	Date Received	PO Initials
<input type="radio"/> NOE <input type="radio"/> NOD		



**California Department of Parks and Recreation: Statewide Park Development and
Community Revitalization Program (Proposition 68)**

CEQA Status

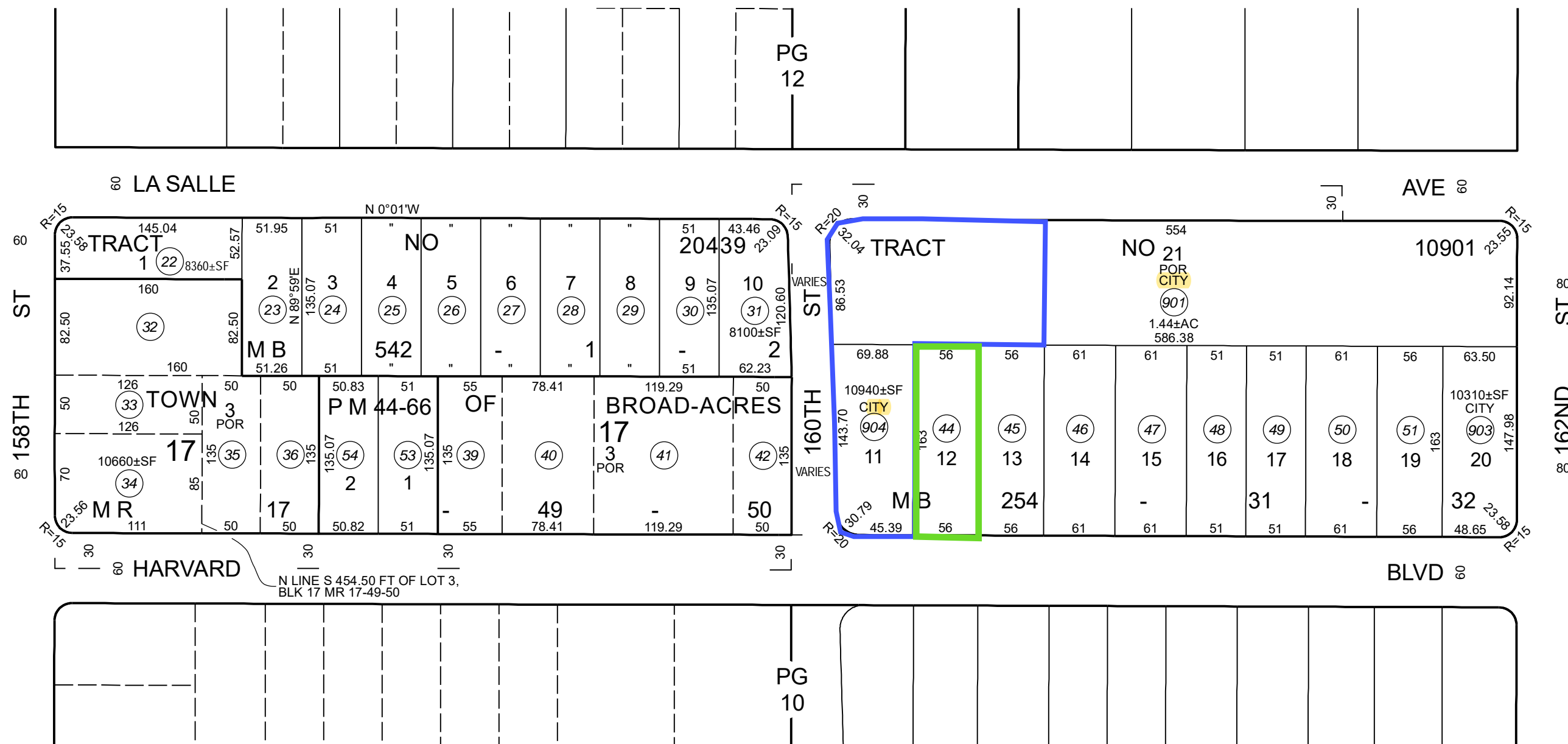
City of Gardena

The CEQA process for this project is unable to be completed because the acquisition of the proposed parcel is still in escrow. Once escrow is closed, the City may begin the process of filing the CEQA exemption that is appropriate based on a review of the proposed acquisition and development compared to the existing land uses. The exemption will be completed within the required 6 months of the close of escrow. At this time, close of escrow is scheduled for May 5, 2021. Because a review has already been performed and an exemption is anticipated, the CEQA is not anticipated to take the entirety of the 6-month post-closing period allowed in the grant guidelines. The City will make every effort to file the exemption with the County prior to June 2021.

2020



MAPPING AND GIS
SERVICES
SCALE 1" = 100'



STREET LINES PER MR 17-49-50 IN BLK 17
ONLY, ARE CONSIDERED THE LOT LINES IN THIS
TRACT, ALTHOUGH THE DIVISIONS OF SOME LOTS
ARE MEASURED FROM THE CENTERLINES OF THE
STREETS.

— Park Site - City Owned
— Parcel for Acquisition



CALIFORNIA
ASSOCIATION
OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. **THREE**

The following terms and conditions are hereby incorporated in and made a part of the: ☒ Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other _____

dated **February 13, 2020**, on property known as **16010 S Harvard Blvd**
Gardena, CA 90247-6169

in which **City of Gardena and/or Assignees** is referred to as ("Buyer/Tenant")
and **Sorakubo Family Trust** is referred to as ("Seller/Landlord").

The Seller shall have an additional 60 days extension to close escrow, making the new closing date May 5, 2021.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date **2/25/21**

Buyer/Tenant **City of Gardena and/or Assignees**

Buyer/Tenant _____

Date **Feb. 24, 2021**

Seller/Landlord **Sorakubo Family Trust**

Seller/Landlord _____

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)





CALIFORNIA
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Date **2/25/21**

Buyer/Tenant **City of Gardena and/or Assignees**

Buyer/Tenant _____

Date **Feb. 24, 2021**

Seller/Landlord **Sorakubo**
Sorakubo Family Trust

Seller/Landlord _____

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ADDENDUM (ADM PAGE 1 OF 1)



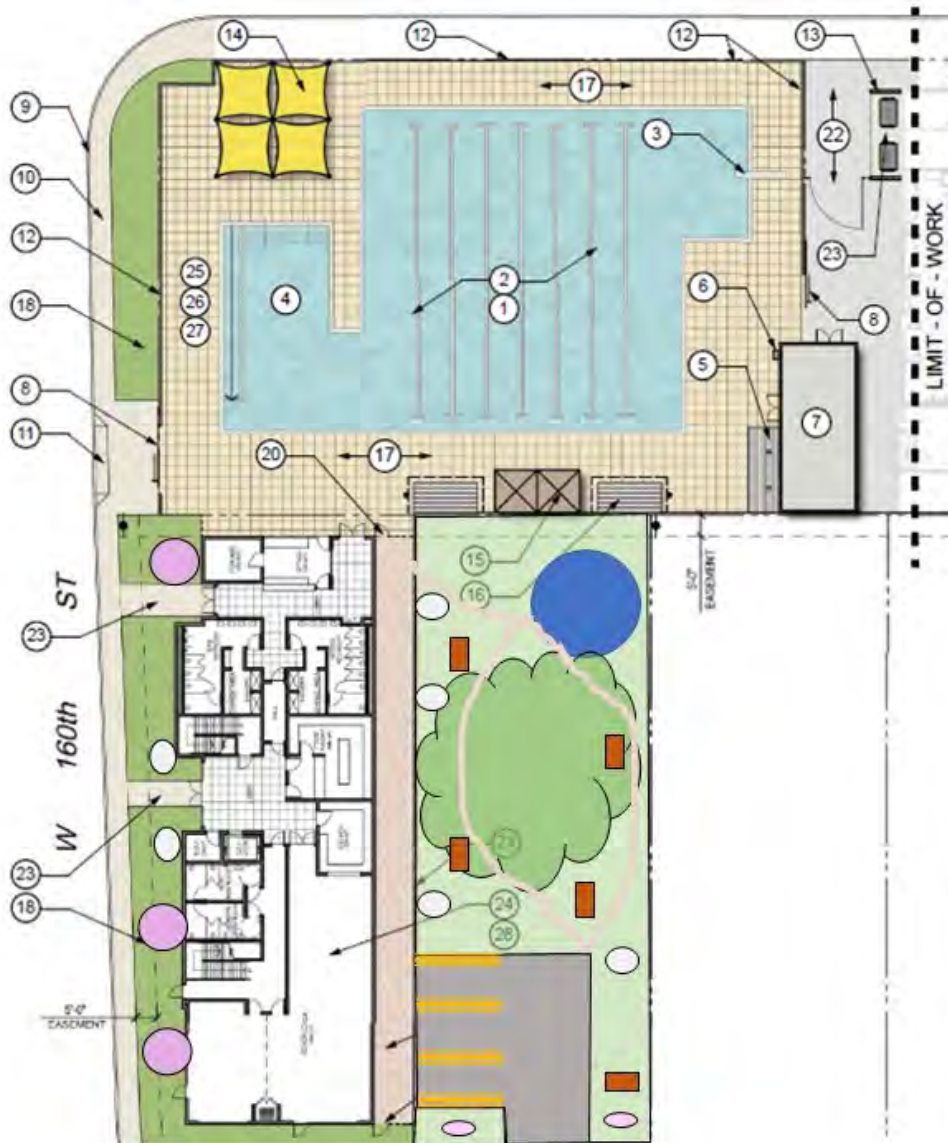
Thompson Team Properties, 250 N Harbor Drive, Suite 315 Redondo Beach CA 90277
Jennifer Pesko

Phone: (626)278-9831 Fax: (626)228-0804
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

16010 S Harvard

Gardena Community Aquatic and Senior Center Project

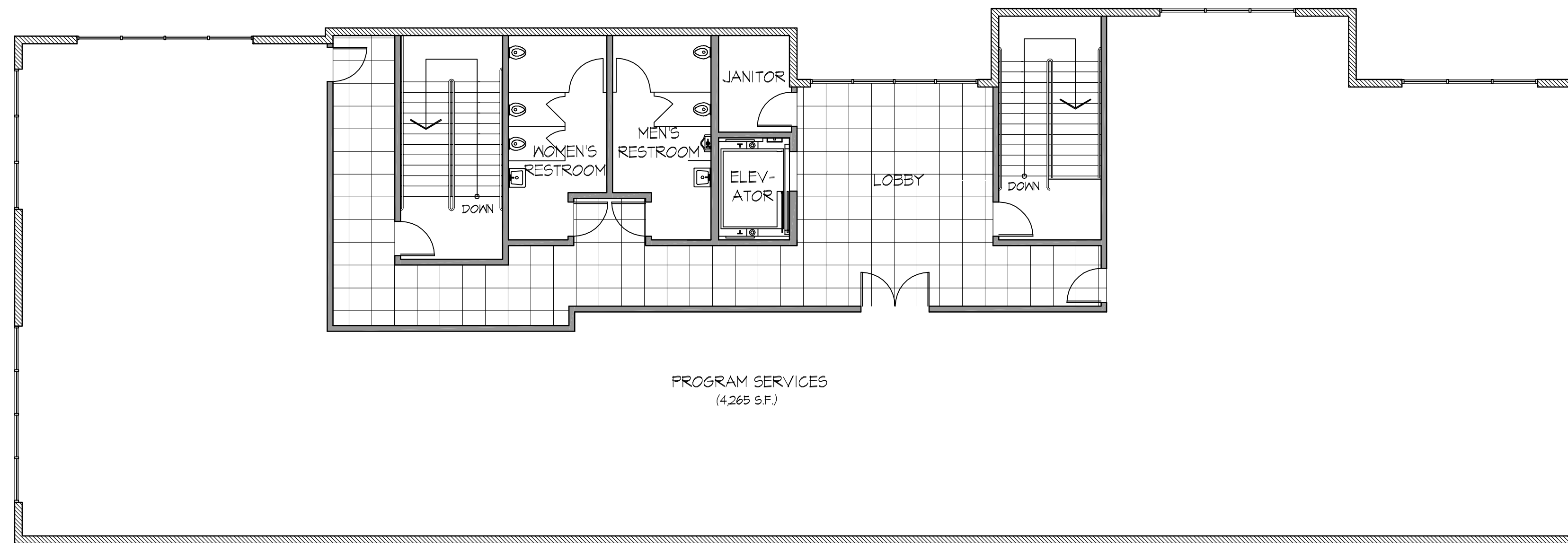
Conceptual Site Plan



LEGEND

- ① DEMOLISH EXISTING COMMUNITY POOL, DECKING AND POOL BUILDING
- ② CONSTRUCT NEW 25-YARD (8 LANE POOL) COMPETITION POOL
- ③ 1- METER DIVING BOARD AND DIVING BAY
- ④ AEROBICS AND LEARNING POOL WITH ADA ACCESS RAMP
- ⑤ OUTDOOR COVERED SHOWER AREA (4 NOZZLES)
- ⑥ HI-LOW DRINKING FOUNTAIN
- ⑦ REMOVE AND REPLACE POOL EQUIPMENT BUILDING. BUILDING REPLACEMENT SHALL BE EXPANDED TO INCLUDE STORAGE REQUIREMENTS
- ⑧ CANTILEVERED / SLIDING MAINTENANCE GATE
- ⑨ REMOVE AND REPLACE EXISTING CURB AND GUTTER (DAMAGED WITH CONSTRUCTION)
- ⑩ REMOVE AND REPLACE PCC PAVING
- ⑪ NEW MAINTENANCE ACCESS PCC DRIVEWAY APRON
- ⑫ REMOVE AND REPLACE EXISTING 8' HIGH CMU PERIMETER WALL
- ⑬ NEW 6' HIGH BRICK FACED CMU SCREEN WALL
- ⑭ 9- POST SHADE SAIL CANOPY STRUCTURE
- ⑮ (2) 12' SQ. SHADE CANOPY
- ⑯ (2) 4 ROW BLEACHERS WITH CANTILEVER SHADE CANOPIES
- ⑰ NEW CONCRETE NON-SLIP POOL DECK
- ⑱ NEW LANDSCAPE AND/OR LANDSCAPE RENOVATION AS REQUIRED
- ⑲ CRUSHED ROCK MULCH WITH WEED BARRIER
- ⑳ SIDE YARD GATE / WALL OR FENCE
- ㉑ 6' HIGH CMU PERIMETER WALL ADJACENT TO RESIDENTIAL PROPERTY
- ㉒ NEW ASPHALT PAVING
- ㉓ NEW CONCRETE PAVING
- ㉔ DEMOLISH EXISTING RESIDENTIAL STRUCTURE AND REGRADE SITE
- ㉕ SECURITY CAMERA AT POOL AREA
- ㉖ PROVIDE SITE LIGHTING AT PRIMM POOL
- ㉗ NEW POWER FEED TO POOL BUILDING
- ㉘ CONSTRUCT NEW (11,748 S.F.) PRIMM POOL FACILITY / SENIOR CENTER / FOOD PANTRY (REFER TO ARCHITECTURAL FLOOR PLAN FOR DETAILED BUILDING PROGRAM)

-  PLAYGROUND
-  PICNIC TABLES W SHADE
-  COAST LIVE OAK
-  WESTERN REDBUD
-  CRAPE MYRTLE
-  LEMONADE BERRY
-  ADA ONLY PARKING LOT
-  WALKING PATH



FLOOR PLAN KEYNOTES

- ① 5'-0" STREET DEDICATION
- ② 5'-0" EASEMENT
- ③ 10'-0" SIDYARD SETBACK (CORNER LOT)
- ④ 5'-0" SIDYARD SETBACK
- ⑤ 20'-0" FRONT YARD SETBACK
- ⑥ REFRIGERATOR/FREEZER
- ⑦ WORKTABLE

NOTES:

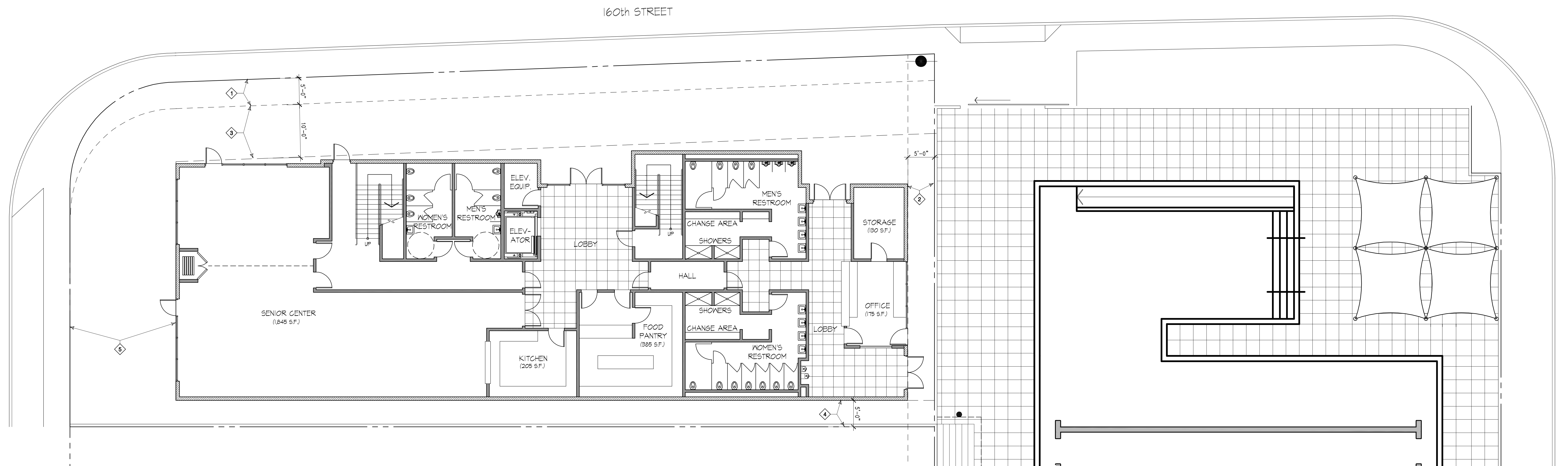
- 1. PROVIDE HIGH EFFICIENCY LIGHTING.
- 2. PROVIDE PHOTO-VOLTAIC PANELS AT ROOF.
- 3. PROVIDE DUAL-GLAZED WINDOWS.
- 4. PROVIDE HIGH EFFICIENCY LIGHTING.
- 5. PROVIDE HIGH R-VALUE INSULATION.

PROJECT DATA

FIRST FLOOR: 6,111 S.F.
 SECOND FLOOR: 5,637 S.F.
 TOTAL: 11,748 S.F.

SECOND FLOOR PLAN - POOL BUILDING

SCALE: 1/8"=1'-0"

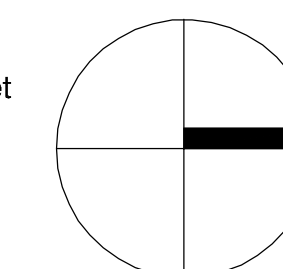
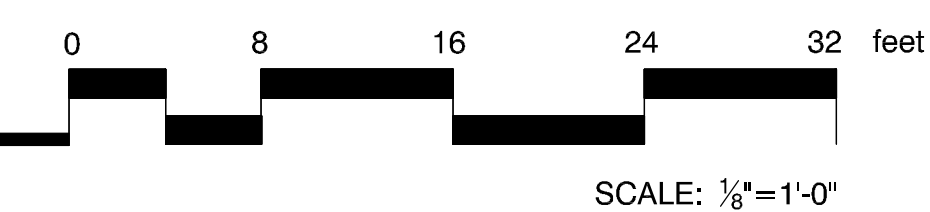


FIRST FLOOR PLAN - POOL BUILDING

SCALE: 1/8"=1'-0"

PROPOSED POOL BUILDING FLOOR PLAN

PRIMM POOL BUILDING
 CITY OF GARDENA, CA



CRANE ARCHITECTURAL GROUP
Innovations in Architecture
 110 E. WILSHIRE AVE., SUITE 300 714/525-0363
 FULLERTON, CA 92632 FAX 714/525-9826
 WEB: <http://www.cranearchitecturalgrp.com>

BGB DESIGN GROUP
 Landscape Architecture Planning Urban Design
 3185 C1 Airway Avenue Costa Mesa, CA 92626
 P: 714-545-2898 F: 714-545-2878 bgb-inc.com

7/15/19

PHOTOS AND COPYRIGHT LICENSE AGREEMENT (CHECKLIST #12)

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

COPYRIGHT LICENSE AGREEMENT

COPYRIGHT REGISTRATION NO.

ITEM DESCRIPTION

Project Site and Community Engagement Photos

hereafter called the "Material," a copy of which is attached hereto as Exhibit "A".

I, Clint Osorio, am the creator of, and/or have acquired the intellectual property rights to the Material, and hereby warrant that I have the authority to issue this license and to authorize and release the Material for use by the California Department of Parks and Recreation (the "Department") and its designated agents. I understand that the Department wants to use and reuse the Material, as the Department deems appropriate.

I hereby grant to the Department an unrestricted, fully paid up, world wide, irrevocable, perpetual license to use, reproduce, distribute, create derivative works, publicly display and perform the Material, in whole or in part, in any manner, for any purpose and in any medium now known or hereinafter invented. This right includes, but is not limited to, the right to copy, publish, distribute, alter and publicly display the Material for education, interpretation, advertising and other purposes consistent with the mission of the Department.

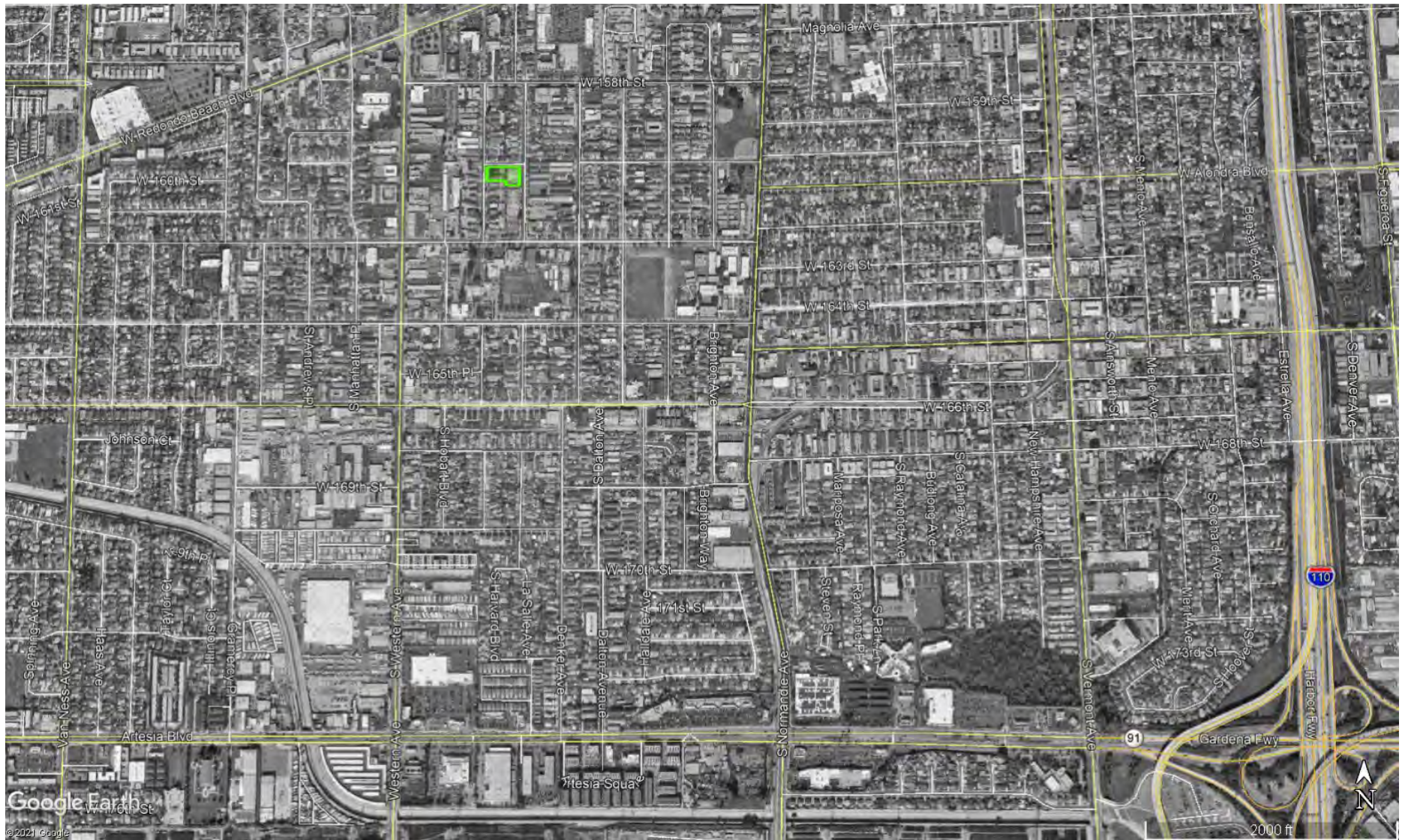
I understand that I will not receive any money for this license agreement, or for any use described above. I understand that I will retain the copyrights to the Material, but hereby grant an unrestricted license to the Department.

I release and discharge Department from any and all claims and demands arising out of, or in connection with any use of the Material, including but not limited to, any and all claims of libel, moral rights and invasion of privacy, and/or any claims under the Visual Artists Rights Act. I realize that I cannot withdraw my consent after I sign this form and I realize this form is binding on me and my heirs, legal representatives and assigns.

I am at least 18 years of age and have the right, ability and authority to enter this binding license agreement.

AGREED AND ACCEPTED

BY ▷ <u>Clint Osorio</u>	DATE <u>3/9/21</u>	BY ▷	DATE
PRINTED NAME OF PERSON SIGNING Clint Osorio		PRINTED NAME OF PERSON SIGNING	
ADDRESS 1700 W 162nd St.		TITLE	DISTRICT/SECTION
CITY/STATE/ZIP CODE Gardena, CA 90247		State of California Department of Parks and Recreation	
PHONE NO. (310) 217-9503	EMAIL cosorio@cityofgardena.	PHONE NO.	EMAIL



Gardena Community Aquatic and Senior Center Project

Location Map

Gardena, CA

Project outlined in green

Bordered by S Harvard Blvd, W 160th St, and La Salle Ave.

Accessible from the 110 and 91 Freeways.



Ashley Ramsey <ashley@californiaconsulting.org>

City of Gardena - CCC Consultation Request (Gardena Community Aquatic and Senior Center Project)

8 messages

Shari Edghill <shari@californiaconsulting.org>
To: Prop68@ccc.ca.gov, Inquiry@prop68communitycorps.org
Cc: Ashley Ramsey <Ashley@californiaconsulting.org>

Tue, Feb 23, 2021 at 9:48 AM

Please see the attached Corps Consultation Review Document for the City of Gardena on their "Gardena Community Aquatic and Senior Center Project." An application is being submitted to the California Department of Parks and Statewide Park Development and Community Revitalization Program Round 4 under Proposition 68. Site Plan and Location Map are also attached.

Best Regards,

--

Shari Edghill
Project Manager
California Consulting, Inc.
214 Main Street, Suite 102
El Segundo, CA 90245
Main Phone Cell: 559.908.3700
Office: 323.728.9002
www.californiaconsulting.org



This electronic transmission, and any documents attached hereto, may contain confidential and/or legally privileged information. The information is intended for the sole use of the recipient named above. If you have received this electronic message in error, please notify the sender and delete the electronic message. Any disclosure, copying, distribution, or use of the contents of this information received in error is strictly prohibited.

2 attachments

 **Prop-68-Corps-Consultation-Form-(GARDENA)_v1se.pdf**
722K

 **City of Gardena - Site Plan and Location Map.pdf**
1103K

Dills, Madeline@CCC <Madeline.Dills@ccc.ca.gov>
To: Shari Edghill <shari@californiaconsulting.org>
Cc: Ashley Ramsey <Ashley@californiaconsulting.org>, "Prop68@CCC" <Prop68@ccc.ca.gov>, "Inquiry@prop68communitycorps.org" <Inquiry@prop68communitycorps.org>

Tue, Feb 23, 2021 at 1:53 PM

Hi Shari,

Thank you for reaching out to the CA Conservation Corps to initiate the Corps Consultation Process. We are looking into your request and will respond to you by COB Tuesday, March 9, 2021.

Best,

MADELINE DILLS

Staff Services Analyst

Emergency and Environmental Programs

1719 24th Street

Sacramento, CA 95816

C: (510) 506-0522

Madeline.Dills@ccc.ca.gov



Hard Work, Low Pay,
Miserable Conditions and More

From: Shari Edghill <shari@californiaconsulting.org>

Sent: Tuesday, February 23, 2021 7:48 AM

To: Prop68@CCC <Prop68@ccc.ca.gov>; Inquiry@prop68communitycorps.org

Cc: Ashley Ramsey <Ashley@californiaconsulting.org>

Subject: City of Gardena - CCC Consultation Request (Gardena Community Aquatic and Senior Center Project)

Please see the attached Corps Consultation Review Document for the City of Gardena on their "Gardena Community Aquatic and Senior Center Project." An application is being submitted to the California Department of Parks and Statewide Park Development and Community Revitalization Program Round 4 under Proposition 68. Site Plan and Location Map are also attached.

Best Regards,

--

Shari Edghill

Project Manager

California Consulting, Inc.

214 Main Street, Suite 102

El Segundo, CA 90245

Main Phone Cell: 559.908.3700

Office: 323.728.9002

www.californiaconsulting.org



[Quoted text hidden]

Natalie Vergara <inquiry@prop68communitycorps.org> Wed, Mar 3, 2021 at 11:23 AM
To: Shari Edghill <shari@californiaconsulting.org>, "Prop68@ccc.ca.gov" <Prop68@ccc.ca.gov>
Cc: Ashley Ramsey <Ashley@californiaconsulting.org>

Hi Shari,

The Local Corps are able to assist with this project. Please include the attached document in your application.

Best of luck,

Natalie

From: Shari Edghill <shari@californiaconsulting.org>
Sent: Tuesday, February 23, 2021 7:48 AM
To: Prop68@ccc.ca.gov <Prop68@ccc.ca.gov>; Natalie Vergara <inquiry@prop68communitycorps.org>
Cc: Ashley Ramsey <Ashley@californiaconsulting.org>
Subject: City of Gardena - CCC Consultation Request (Gardena Community Aquatic and Senior Center Project)

[Quoted text hidden]

 **CALCC Prop 68 Consultation Response - Feasible - (Rev. Jan. 2021) (3).docx**
66K

Prop68@CCC <Prop68@ccc.ca.gov> Mon, Mar 8, 2021 at 5:45 PM
To: Shari Edghill <shari@californiaconsulting.org>, "Inquiry@prop68communitycorps.org" <Inquiry@prop68communitycorps.org>
Cc: Ashley Ramsey <Ashley@californiaconsulting.org>, "Wilson, Duane@CCC" <Duane.Wilson@ccc.ca.gov>

Hi Shari,

The CCC Los Angeles Satellite Center has reviewed your project and determined that it is feasible for CCC services to be used. See attached for how we can assist. Additional information is needed to provide an accurate cost estimate.

Please contact the District Director of the Los Angeles Satellite Center to discuss costs and coordinate the planning of CCC involvement in this project, and reach out again if your project receives funding:

Duane Wilson, District Director

Email: Duane.Wilson@ccc.ca.gov

Phone: (909) 594-4206

Thank you again for consulting with us on your Gardena Community Aquatic and Senior Center Project. Please include the attached Corps Consultation Review Document with your application as official confirmation that you have consulted

with the CCC.

Best regards,

ANDREA GABRIEL

Bond Program Analyst & Corps Consultation Liaison

Bonds & Grants Unit

Emergency & Environmental Programs

1719 24th Street

Sacramento, CA 95816

P: (916) 341-3272

Andrea.Gabriel@ccc.ca.gov

Prop1@ccc.ca.gov

Prop68@ccc.ca.gov

ccc.ca.gov



Hard Work, Low Pay,
Miserable Conditions and More

From: Shari Edghill <shari@californiaconsulting.org>

Sent: Tuesday, February 23, 2021 7:48 AM

To: Prop68@CCC <Prop68@ccc.ca.gov>; Inquiry@prop68communitycorps.org

Cc: Ashley Ramsey <Ashley@californiaconsulting.org>

Subject: City of Gardena - CCC Consultation Request (Gardena Community Aquatic and Senior Center Project)

Please see the attached Corps Consultation Review Document for the City of Gardena on their "Gardena Community Aquatic and Senior Center Project." An application is being submitted to the California Department of Parks and Statewide Park Development and Community Revitalization Program Round 4 under Proposition 68. Site Plan and Location Map are also attached.

Best Regards,

--

Shari Edghill

Project Manager
California Consulting, Inc.
214 Main Street, Suite 102
El Segundo, CA 90245
Main Phone Cell: 559.908.3700
Office: 323.728.9002
www.californiaconsulting.org



[Quoted text hidden]

 **CCC Prop 68 Consult - Feasible - Gardena Community Aquatic & Senior Cntr.pdf**
216K

Shari Edghill <shari@californiaconsulting.org>

Mon, Mar 8, 2021 at 5:51 PM

To: "Prop68@CCC" <Prop68@ccc.ca.gov>

Cc: "Inquiry@prop68communitycorps.org" <Inquiry@prop68communitycorps.org>, Ashley Ramsey
<Ashley@californiaconsulting.org>, "Wilson, Duane@CCC" <Duane.Wilson@ccc.ca.gov>

Thank you. The SPP application asks us to provide a cost of work for each service. What information do you need in order to provide those details?

[Quoted text hidden]

Prop68@CCC <Prop68@ccc.ca.gov>

Mon, Mar 8, 2021 at 6:12 PM

To: Shari Edghill <shari@californiaconsulting.org>

Cc: Ashley Ramsey <Ashley@californiaconsulting.org>, "Wilson, Duane@CCC" <Duane.Wilson@ccc.ca.gov>

Duane,

Please connect with Shari to discuss a cost estimate for the Gardena Community Aquatic and Senior Center Project.

Shari Edghill, Project Manager, California Consulting, Inc.

Main Phone Cell: 559.908.3700

Office: 323.728.9002

Email: shari@californiaconsulting.org

[Quoted text hidden]

Wilson, Duane@CCC <Duane.Wilson@ccc.ca.gov>

Tue, Mar 9, 2021 at 10:52 AM

To: Shari Edghill <shari@californiaconsulting.org>

Cc: Ashley Ramsey <Ashley@californiaconsulting.org>

Based on 4 day work week w/10 hour days. 10 & 5-person crew for total

LABOR	Labor hrs @ \$32.50 w/10 Person Crew	400hrs	
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3/9/2021

California Consulting Mail - City of Gardena - CCC Consultation Request (Gardena Community Aquatic and Senior Center Project)

		\$13,000.00	
	Labor hrs @ \$32.50 w/5 Person Crew		200hrs
			\$ 6,500.00
	No Supervisor and/or Crewleader cost	\$ -	\$ -
	Sub Total	\$ 13,000.00	\$ 6,500.00

[Quoted text hidden]

Shari Edghill <shari@californiaconsulting.org>
To: "Wilson, Duane@CCC" <Duane.Wilson@ccc.ca.gov>
Cc: Ashley Ramsey <Ashley@californiaconsulting.org>

Tue, Mar 9, 2021 at 10:53 AM

Great! Thank you Duane.

[Quoted text hidden]



California Conservation Corps and Certified Community Conservation Corps

Corps Consultation Review Document



Proposition 68 – Parks, Environment and Water Bond

Except for an exempted project, this Corps Consultation Review Document shall be completed by California Conservation Corps and Certified Community Conservation Corps (hereafter collectively referred to as Corps) staff on behalf of applicants wishing to seek preference for using the Corps, and must accompany applications for funding through Proposition 68, Chapter 1, Division 45: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018. Please see the [Corps Consultation Process](#) for more information. A copy of the process can be requested from the state department administering the grant program.

1. Name of Applicant: **City of Gardena**

Project Title: **Gardena Community Aquatic and Senior Center Project**

Department/Conservancy to which you are applying for funding: **CA Dept. of Parks and Recreation**

Grant Program: **Statewide Park Program (SPP) Round 4**

Date Response Sent to Applicant: **3/8/21**

This Consultation Review Document is being prepared by:

- ☒ **The California Conservation Corps (CCC)**
☐ California Association of Local Conservation Corps (CALCC)

2. Applicant has submitted the required information by email to the Corps:

- ☒ **Yes, Applicant has submitted all necessary information.**
☐ No, Applicant has not submitted all information or did not submit information to both Corps. Application is deemed non-compliant.

3. Determination:

- ☐ It is NOT feasible for Corps services to be used on the project (deemed compliant).
☒ **It is feasible for Corps services to be used on the project. The following aspects of the project can be accomplished with Corps services (deemed compliant):**

CCC Corpsmembers from the Los Angeles Satellite Center can assist with clearing debris, site prep, demolition of existing facilities, prep for installation of new recreational features, planting of vegetation per landscape designs, and cleaning and prepping the existing facilities for renovations.

Additional information is needed to provide an accurate cost estimate.

Please contact the District Director of the Los Angeles Satellite Center to discuss costs and coordinate the planning of CCC involvement in this project, and reach out again if your project receives funding:

Duane Wilson, District Director

Email: Duane.Wilson@ccc.ca.gov

Phone: (909) 594-4206

Notes

CCC and CALCC representatives will return a Corps Consultation Review Document to applicant via email within 10 business days of receipt of a complete consultation request as verification of consultation. Applicant will include a copy of the documents as part of the project application.

If the Corps determine it is feasible for their services to be used on the project, applicant will contact the Corps to discuss costs and coordinate the planning of Corpsmember involvement in the project and reach out again if the project receives funding.

Submission of past consultations does not satisfy the requirement to consult with the Corps. The Corps must be consulted each grant cycle prior to submitting a grant application.



California Conservation Corps and Certified Community Conservation Corps

Corps Consultation Review Document



Proposition 68 – Parks, Environment and Water Bond

Except for an exempted project, this Corps Consultation Review Document shall be completed by California Conservation Corps and Certified Community Conservation Corps (hereafter collectively referred to as Corps) staff on behalf of applicants wishing to seek preference for using the Corps, and must accompany applications for funding through Proposition 68, Chapter 1, Division 45: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018. Please see the Corps Consultation Process for more information. A copy of the process can be requested from the state department administering the grant program.

1. Name of Applicant: **City of Gardena**

Project Title: **Gardena Community Aquatic and Senior Center Project**

Department/Conservancy to which you are applying for funding: **CA Department of Parks and Recreation**

Grant Program: **Statewide Parks Program**

Date Response Sent to Applicant: **3/3/21**

This Consultation Review Document is being prepared by:

- ☐ The California Conservation Corps (CCC)
☒ **California Association of Local Conservation Corps (CALCC)**

2. Applicant has submitted the required information by email to the Corps:

- ☒ **Yes, Applicant has submitted all necessary information.**
☐ No, Applicant has not submitted all information or did not submit information to both Corps. Application is deemed non-compliant.

3. Determination:

- ☐ It is NOT feasible for Corps services to be used on the project (deemed compliant).
☒ **It is feasible for Corps services to be used on the project. The following aspects of the project can be accomplished with Corps services (deemed compliant):**

Corpsmembers from the Conservation Corps Long Beach can assist with this project.

- **Landscaping and vegetation aspects**
- **General labor**

Please contact the corps to discuss costs and coordinate the planning of Corps involvement in this project, and reach out again if your project receives funding:

David Sall

Email: dsall@cclb-corps.org

Notes

CCC and CALCC representatives will return a Corps Consultation Review Document to applicant via email within 10 business days of receipt of a complete consultation request as verification of consultation. Applicant will include a copy of the documents as part of the project application.

If the Corps determine it is feasible for their services to be used on the project, applicant will contact the Corps to discuss costs and coordinate the planning of Corpsmember involvement in the project and reach out again if the project receives funding.

Revised January 2021

Submission of past consultations does not satisfy the requirement to consult with the Corps. The Corps must be consulted each grant cycle prior to submitting a grant application.



California Conservation Corps and Certified Community Conservation Corps Corps Consultation Form



Proposition 68 – Parks, Environment and Water Bond

To initiate the Corps Consultation Process, this completed form and all required attachments must be emailed to the California Conservation Corps (CCC) and certified local conservation corps (represented by the California Association of Local Conservation Corps (CALCC)):

California Conservation Corps: Prop68@ccc.ca.gov

California Association of Local Conservation Corps: Inquiry@Prop68CommunityCorps.org

Upon completion of the consultation process, both the CCC and CALCC will each send to the Applicant a completed Corps Consultation Review Document to include with the grant application. Please see the Corps Consultation Process for more information. A copy of the process can be requested from the state department administering the grant program.

Except for an exempted project as noted below, this Corps Consultation Form shall be completed by entities applying for funding through Proposition 68, Chapter 1, Division 45: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.

The Corps have determined that it is not feasible to use their services on projects that do not include hand labor, therefore these projects are exempt from the consultation process and do not need to submit the Corps Consultation Review Document to the administering agency.

1. Is this application solely for planning or acquisition with no field work?
☐ Yes (Application is exempt from the requirement to consult with the Corps and no further action is required)
☐ No (proceed to Question 2)
2. Department/Conservancy administering the grant program to which you are applying for funding:
3. Name of Grant Program:
4. Due date of Grant Application:
5. Anticipated Grant Award Date:
6. Name of Grant Applicant Organization:
7. Project Title:
8. Project Start and End Dates:
9. Anticipated Start and End Dates for Corpsmember Labor (identify all seasons, if applicable):
10. Best person to contact regarding project details:

Name:

Email Address:

Title & Organization:

Phone Number:

11. Project Description identifying key project activities, deliverables, and a clear description of field work
(*Attach additional pages if necessary*):

12. Portions of this project that can be carried out by Corpsmembers. If unfamiliar with the full capabilities of Corpsmembers, type "Uncertain". (*Attach additional pages if necessary*):

13. Please attach the following:

- Project Location Map(s) (required)
- Site Plan(s) (if available)
- Any other information that would be helpful for Project Managers to understand your project

Notes

CCC and CALCC representatives will return a Corps Consultation Review Document to applicant via email within 10 business days of receipt of a complete consultation request as verification of consultation. Applicant will include a copy of the documents as part of the project application.

If the Corps determine it is feasible for their services to be used on the project, applicant will contact the Corps to discuss costs and coordinate the planning of Corpsmember involvement in the project and reach out again if the project receives funding.

Submission of past consultations does not satisfy the requirement to consult with the Corps. The Corps must be consulted each grant cycle prior to submitting a grant application.

ATTACHMENT B

Agreement

CITY OF GARDENA CONSULTANT AGREEMENT WITH XYZ

This Agreement is entered into this _____ day of _____, 2020, by and between the **City of Gardena**, a municipal corporation ("City") and **XYZ**, a [state] [type of entity] ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. **RECITALS.** This Agreement is made and entered into with respect to the following facts:

- A. Whereas, City is desirous of obtaining professional consultant services to develop a Sewer System Master Plan, update the Sewer System Management Plan, and prepare a Sewer Design Manual services;
- B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to accomplish these services; and
- C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement; and
- D. Whereas, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

2. **TERM OF AGREEMENT.** This Agreement shall commence upon execution and shall continue until completion, unless earlier terminated as provided below.

- A. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.
- B. City may terminate this Agreement for cause by giving thirty (30) days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.
- C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City all data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the services under this Agreement, whether completed or in progress. Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination; however, if the Agreement

is terminated by City for cause, other than lack of funding, or by Consultant without cause, City shall be entitled to deduct any costs it incurs payment to another consultant for Services, which duplicate Consultant's Services to date. In the event of termination for other than cause attributable to Consultant, Consultant shall be deemed released for liability for any work assigned but not completed as of the effective date of termination.

3. **SERVICES.** Consultant agrees to provide the services as specified in the Consultant's Proposal, Exhibit A, attached hereto and incorporated herein by this reference ("services"). Unless otherwise specified herein, Consultant shall, at its sole cost and expense, furnish all facilities, equipment and personnel which may be required for providing the Services pursuant to this Agreement.
4. **ADDITIONAL SERVICES.** If City determines that additional services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the agreed upon charges therefore as set forth in the written authorization. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.
5. **CONSULTANT'S PROPOSAL.** This Agreement shall include Consultant's proposal or bid which is incorporated herein as Exhibit A. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
6. **PERSONNEL.** City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City. During the term of this Agreement, Consultant shall provide the services specified in the proposal. Such individual(s) shall not be replaced without the prior written consent of City.
7. **PERFORMANCE BY CONSULTANT.** Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.
8. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.

9. **MONITORING OF CONSULTANT.** Consultant's performance of this Agreement shall be continuously monitored by the General Services Director/City Engineer. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by the General Services Director/City Engineer. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the General Services Director/City Engineer. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the General Services Director/City Engineer determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this Agreement for cause as specified in Section 2 above.

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

- A. Amount. City shall compensate Consultant for services rendered pursuant to this Agreement at the rate specified in the attached fee proposal hereto and incorporated herein by reference. In no event shall compensation under this Agreement exceed and 00/00 (\$###.##) without the prior written authorization of the City Council.
- B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. For payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced. City shall review the invoices to determine whether services performed, and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.
- C. Expenses. Consultant shall not be entitled to any additional compensation for expenses.

11. **INSURANCE REQUIREMENTS.**

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

provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.

- B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-VII, unless otherwise approved by City.
- C. Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:
1. Commercial General Liability Insurance – a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.
 2. Commercial Auto Liability Insurance – a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.
 3. Worker's Compensation and Employers Liability Insurance – a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.
 4. Professional Errors & Omissions ("E&O") – a policy with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder. This policy shall be issued by an insurance company which is admitted to do business in the State of California.

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

- a. Additional insureds: "The City Gardena and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- b. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- c. Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Gardena, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Gardena shall be excess and not contributing with the insurance provided by this policy."
- d. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Gardena, its officers, officials, agents, employees, and volunteers.
- e. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.

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

losses and related investigations, claim administration and defense expenses.

- F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.
- G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.
- H. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

12. INDEMNIFICATION. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees and volunteers arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, employees and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

13. **COOPERATION.** In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

14. **INDEPENDENT CONTRACTOR.** Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

15. **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.

16. **NON-LIABILITY OF CITY.** No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.

17. **OWNERSHIP OF WORK PRODUCT.** All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant as City employee(s) for hire and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination or expiration of this Agreement.
18. **NONUSE OF INTELLECTUAL PROPERTY OF THIRD PARTIES.** Contractor 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 Contractor has a license. Contractor shall indemnify and hold City harmless against all claims raised against City based upon allegations that Contractor has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Contractor pursuant to this Agreement.
19. **WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.
20. **COMPLIANCE WITH LAWS.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.
21. **CONFLICT OF INTEREST AND REPORTING.** Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.
22. **EMPLOYMENT OF ALIENS.** Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.

23. **NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.
24. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of Consultant.
25. **ASSIGNMENT.** Consultant shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, except for any monies due the Consultant, without the prior written consent of City. Such consent by City shall not be unreasonably withheld. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.
26. **NOTICES.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City: City of Gardena
1700 West 162nd Street
Gardena, California 90247
Attn: Allan Rigg
Director of Public Works

To Consultant: XYZ
Address
XXXX, CA #####
Attn: Name
Tittle

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

27. **LICENSED STATUS.** Consultant shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including, but not limited to, a City Business License.
28. **FAMILIARITY WITH WORK.** By executing this Agreement, Consultant warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's own risk, until written instructions are received from City.

29. **PUBLIC RECORD 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.

30. **MAINTENANCE OF RECORDS.** Consultant shall maintain for a minimum of three (3) years from the completion date of the Services under this Agreement, the following records:

- A. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assume proper accounting for all funds;
- B. Records which establish that Consultant and all subcontractors who render Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations;
- C. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.
- D. The aforementioned records shall be made available to City or any authorized representative thereof upon request for audit.

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

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

33. **SECTION HEADINGS.** The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.

34. **AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

35. **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.

36. **PREPARATION OF AGREEMENT.** Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.
37. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
38. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall

constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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

CITY OF GARDENA

Tasha Cerda, Mayor

CONSULTANT – XYZ

Name

Sign: _____

Title: _____

Name

Sign: _____

Title: _____

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:

Carmen Vasquez, City Attorney

Consultant Agreement with XYZ