



GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

Council Chamber at City Hall

1700 West 162nd Street, Gardena, California

Website: www.cityofgardena.org

Tuesday, September 12, 2023

Open Session 7:30 p.m.

TASHA CERDA, *Mayor*

MARK E. HENDERSON, *Mayor Pro Tem*

RODNEY G. TANAKA, *Council Member*

PAULETTE C. FRANCIS, *Council Member*

WANDA LOVE, *Council Member*

MINA SEMENZA, *City Clerk*

GUY H. MATO, *City Treasurer*

CLINT OSORIO, *City Manager*

CARMEN VASQUEZ, *City Attorney*

LISA KRANITZ, *Assistant City Attorney*

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

- 1. VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at**
youtube.com/CityofGardena
- 2. PARTICIPATE BEFORE THE MEETING** by emailing the Deputy City Clerk at publiccomment@cityofgardena.org by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line.
- 3. ATTEND THE MEETING IN PERSON**

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

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

If you wish to address the Council, please complete a "Speaker Request" form and present it to the City Clerk or Sergeant of Arms. You will be called to the podium by name when it is your turn to address the Council. The City Council cannot legally take action on any item not scheduled on the Agenda. Such items may be referred for administrative action or scheduled on a future Agenda. Members of the public wishing to address the City Council will be given three (3) minutes to speak.

- 4.** The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by phone (310) 217-9565 or email cityclerk@cityofgardena.org at least 24 business hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS

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

Thank you for your attendance and cooperation

1. **ROLL CALL**

PUBLIC COMMENT ON CLOSED SESSION

2. **CLOSED SESSION**

CITY ATTORNEY REPORT OUT OF CLOSED SESSION

3. **PLEDGE OF ALLEGIANCE**

4. **INVOCATION**

Rev. John E. Ward
First Southern Baptist Church

5. **PRESENTATIONS**

5.A Gardena Events Video Presentation

5.B West Nile Virus Activity Update - *Presentation to be given by Susanne Klueh, General Manager of GLA County Vector Control District.*

6. **PROCLAMATIONS**

6.A "Constitution Week," September 17-23, 2023 (to be proclaimed only)
[Proclaim Only-Constitution Week-2023.pdf](#)

6.B "23rd Annual Keep Gardena Beautiful Day," September 16, 2023 (to be proclaimed only)
[Proclaim Only-Keep Gardena Beautiful Day-2023.pdf](#)

6.C "City Employee Recognition Day" September 21, 2023 (To be proclaimed only)
[Proclaim Only-City Employee Recognition Day-2023.pdf](#)

6.D Prostate Cancer Awareness Month - September 2023 - ***to be accepted by Freddie Muse Jr.***
[Prostate Cancer Awareness Month - 2023.pdf](#)

7. **APPOINTMENTS**

- 7.A Council Appointments to Commissions, Committees, Councils and Boards
(Appointees to be Ratified and Sworn In)

Rent Mediation Board / Tenant Representative - Cassandra Villa
(Appointed by Mayor Cerda)

Rent Mediation Board / At Large Representative - Doris Sims
(Appointed by Council Member Tanaka)

8. **CONSENT CALENDAR**

NOTICE TO THE PUBLIC- Roll Call Vote Required On The Consent Calendar

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

PUBLIC COMMENT ON CONSENT CALENDAR

- 8.A Waiver of Reading in Full of All Ordinances Listed on this Agenda and that they be Read by Title Only

CONTACT: CITY CLERK

- 8.B Approve Minutes:
Regular Meeting of the City Council, August 22, 2023

CONTACT: CITY CLERK

[08222023 REGULAR Minutes CC Meeting - FINAL.pdf](#)

- 8.C Approval of Warrants/Payroll Register, September 12, 2023

CONTACT: CITY TREASURER

[Warrant-Payroll Register 09-12-23.pdf](#)

- 8.D Personnel Report P-2023-14 9-12-23

CONTACT: HUMAN RESOURCES

[PERS RPT P-2023-14 9-12-23.pdf](#)

[Classification and Compensation Schedule - effective September 12 2023.pdf](#)

[Job Description - Communications Liaison Officer \(Attachment 2\).pdf](#)

- 8.E [Second Reading and Adoption of ORDINANCE NO. 1858, Authorizing an Amendment to the Contract Between the Board of Administration the Public Employees' Retirement System and the City of Gardena](#)

CONTACT: ADMINISTRATIVE SERVICES

[Ordinance No. 1858.pdf](#)

- 8.F [Second Reading and Adoption of ORDINANCE NO.1854 Amending Title 18 and Adding Chapter 5.76 to Title 5, of the Gardena Municipal Code Relating to Home Sharing Rentals](#)

CONTACT: COMMUNITY DEVELOPMENT

[Ordinance No. 1854 \(Home Sharing\) FINAL.docx.pdf](#)

- 8.G [Modification to Bingo License for Gardena Valley JCI, located at 1964 W. 162nd Street](#)

CONTACT: COMMUNITY DEVELOPMENT

[Gardena Valley JC\)_Application_Staff Memos.pdf](#)

- 8.H [Approve Carnival Contract with CM Amusement for the Fall Carnival at Mas Fukai Park on Friday, October 20, Saturday, October 21, and Sunday, October 22, 2023](#)

CONTACT: RECREATION AND HUMAN SERVICES

[CM_Amusements_Carnival_Contract_October_2023.pdf](#)

9. **EXCLUDED CONSENT CALENDAR**

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

10.A SEPTEMBER 5, 2023 MEETING

**PUBLIC CONVENIENCE OR NECESSITY DETERMINATION FOR
CONDITIONAL USE PERMIT #5-22**

The Planning Commission considered a determination of Public Convenience or Necessity to allow the on-site sale and consumption of beer and wine ancillary to a new karaoke bar business at 15210 Western Avenue, pursuant to a Type-42 On-Sale General license with the California Department of Alcoholic Beverage Control (ABC) and determination that the project is exempt from the provisions of California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15301 and Section 15061(b)(3).

Location: 15210 S Western Ave

Applicant: Kyeang Linda Jo (DBA Sul Bar)

Commission Action: The Planning Commission approved Resolution No. 16-23, making a finding of convenience and necessity for approving the sale of alcohol beverages for on-site consumption for the establishment at 15210 Western Avenue.

City Council Action: Receive and file or Call for Review (By way of two votes from City Council)

10.B SEPTEMBER 5, 2023 MEETING

Conditional Use Permit #6-23

The Planning Commission reviewed a request for a Conditional Use Permit, per section 18.32.030.B of the Gardena Municipal Code, to allow the on-site sale and consumption of beer and wine in an existing restaurant located in the General Commercial (C-3) zone and determination that the project qualifies for a Class 1 categorical exemption as an existing facilities project, and exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act.

Project Location: 1845 W Redondo Beach Blvd.

Applicant: Sun Ja Lee

Commission Action: The Planning Commission approved Resolution No. PC 14-23, approved Conditional Use Permit #6-23 subject to the Conditions of Approval, and directed staff to file a Notice of Exemption.

City Council Action: Receive and file or Call for Review (By way of two votes from the City Council)

10.C SEPTEMBER 5, 2023 MEETING

MODIFICATION OF CONDITIONAL USE PERMIT #13-17

The Planning Commission reviewed the applicant's request to continue the project to a future Planning and Environmental Quality Commission meeting.

Project Location: 1650 W 130th St.

Applicant: Antonio Valenzuela

Commission Action: No action was made by the Planning Commission. This item will be brought back to the Commission at a future meeting and re-noticed in the newspaper.

City Council Action: No action needed.

10.D SEPTEMBER 5, 2023

ZONE TEXT AMENDMENT #4-23

The Planning Commission reconsidered an Ordinance Amending Chapter 18.13 of the Gardena Municipal Code relating to Accessory Dwelling Units and making a determination that the Ordinance is exempt from CEQA pursuant to the Public Resources Code Section 21080.17.

Commission Action: The Planning Commission approved Resolution No. PC 17-23, by a vote of 5-0, recommending that the City Council adopt Ordinance No. 1856.

City Council Action: Receive and File. This item will be brought forth to the Council for review at a future City Council meeting.

[2023_09_05 PCAX](#)

11. **ORAL COMMUNICATIONS (LIMITED TO A 30-MINUTE PERIOD)**

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

12. **DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES**

- 12.A [RESOLUTION NO. 6645](#), Authorizing the City Manager to Execute All Agreements and to Accept Grant Funds for the Gardena Community Aquatic & Senior Center from the U.S. Department of Housing and Urban Development
CONTACT: ADMINISTRATIVE SERVICES
[Resolution No 6645.pdf](#)

13. **DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT**

- 13.A [PUBLIC HEARING](#): Regarding FY 2021-2022 and 2022-2023 Consolidated Annual Performance and Evaluation Reports (CAPER)

Staff Recommendation: Conduct a public hearing, allow three (3) minutes for each speaker; receive public comment, and authorize staff to submit the FY 2021-2022 CAPER and 2022-2023 CAPER to the U. S. Department of Housing and Urban Development

[Staff Report - CAPER 2021-22 & 2022-23.pdf](#)
[Gardena - 2021-2022 CAPER.pdf](#)
[Gardena - 2022-2023 CAPER.pdf](#)

14. **DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES**

- 14.A [Calling for the March 5, 2024, General Municipal Election, Requesting Consolidation with the Statewide Primary Election to be Conducted by the Los Angeles County Registrar of Voters, and Providing Regulations for Candidates; Adoption of Resolution Nos. 6642, 6643 and 6644](#)

Staff Recommendation: Initiate the process of the March 5, 2024, General Municipal Election by Adopting Resolution Nos. 6642, 6643 and 6644

[RESO No 6642 - Calling for the Election.pdf](#)
[RESO No 6643 - Catch all RESO.pdf](#)
[RESO No 6644 - Candidate Statements.pdf](#)

- 14.B [Approval of the International Travel for City Clerk Mina Semenza in Celebration of the 60th Anniversary Visit of the Gardena - Ichikawa Sister City Relationship](#)

Staff Recommendation: Approve the International Travel for City Clerk
[City Travel Policy - APP 2023-001.pdf](#)

15. **DEPARTMENTAL ITEMS - POLICE**

- 15.A [Notification of Eligibility for Funding in the Amount of \\$23,491 Under the Edward Byrne Memorial Justice Assistance Grant \(JAG\) Program, Fiscal Year 2022 Local Solicitation](#)

Staff Recommendation: Receive and File
[JAG Grant Announcement.pdf](#)

16. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

- 16.A [Review and Approve Submission of the City of Gardena Local Hazard Mitigation Plan Draft to State and Federal Emergency Agencies](#)

Staff Recommendation: Review and Approve Submission of the Draft of the Local Hazard Mitigation Plan to State and Federal Emergency Agencies
[2023 LHMP Presentation](#)
[City of Gardena LHMP Draft](#)

- 16.B [Award Contract for the Council Chambers Visual Audio Upgrade Design/Build Project, JN 536, to Western Audio Visual & Security, in the amount of \\$81,888.40, Declare California Environmental Quality Act \(CEQA\) Exemption, Approve the Project Request for Proposal & Specifications, and Budget Contingency](#)

Staff Recommendation:

- **Approve Contract**
- **Declare CEQA Exemption**
- **Approve Project RFP and Specifications**
- **Approve Budget Appropriation and Contingency**

[JN 536_CEQA_NOE.pdf](#)
[JN 536 Council Chambers AV Upgrade_RFP.pdf](#)
[JN 536_WAVS proposal.pdf](#)

- 16.C [Award Contract for the Purchase and Installation of 71 Electric Vehicle Chargers and Five-Years of Operations and Maintenance to Noodoe Inc, in the amount of \\$268,884.75 for the Arthur Johnson Park, Rowley Park and Police Department Parking Lot Charge Ready Project, JN 538, Declare California Environmental Quality Act \(CEQA\) Exemption, and Authorize the Budget Appropriation](#)

Staff Recommendation:

- **Award Contract for the Purchase and Installation of 71 Electric Vehicle Chargers and Five (5) Years of Operations and Maintenance**
- **Declare CEQA Exemption**
- **Authorize the Budget Appropriation**

[EV Connect Proposal.pdf](#)
[Noodoe Proposal.pdf](#)

- 16.D [Reject all bids and the Pre-Qualified General Contractor list for the Gardena Community Aquatic and Senior Center Project, JN 978, and re-bid the project with modified requirements and/or scope](#)

Staff Recommendation: Reject all bids and the Pre-Qualified General Contractor list and rebid
[JN 978_General Contractor Pre-Qualification RFQ.pdf](#)

JN 978_General Contractor Pre-Qualification Scoring Matrix_April 2023.pdf
JN 978 Aquatic & Senior Center_Swinerton Pre-Qual Proposal.pdf
JN 978 - Swinerton Builders Bid_09-05-2023.pdf
JN 978_BID TABULATION.pdf

17. **DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES**

18. **DEPARTMENTAL ITEMS - TRANSPORTATION**

- 18.A Approve Contract with Arellano Associates for Microtransit Service Community Outreach and Education in the amount of \$127,020 and a Project Total of \$146,073

Staff Recommendation: Approve Contract
City of Gardena Agreement with Arellano Associates.pdf

19. **COUNCIL ITEMS**

20. **COUNCIL DIRECTIVES**

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

22. **COUNCIL REMARKS**

1. COUNCIL MEMBER LOVE
2. MAYOR PRO TEM HENDERSON
3. COUNCIL MEMBER FRANCIS
4. MAYOR CERDA
5. COUNCIL MEMBER TANAKA

23. **ANNOUNCEMENT(S)**

24. **REMEMBRANCES**

Mrs. Thelma Johnson, longtime resident of Gardena and former teacher at Purche Elementary School.

Mrs. Birda Floyd Hill, 82 years old, became a resident of Gardena in 1972 and was a pillar in her community.

25. **ADJOURNMENT**

The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, September 26, 2023.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted in the City Hall lobby not less than 72 hours prior to the meeting. A copy of said Agenda is available on our website at www.CityofGardena.org.

Dated this 8th Day of September 2023.

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

TO BE PROCLAIMED ONLY

“ CONSTITUTION WEEK ”

— SEPTEMBER 17 THROUGH SEPTEMBER 23, 2023 —

September 17, 2023, marks the two hundred thirty-six anniversary of the drafting of THE CONSTITUTION OF THE UNITED STATES OF AMERICA by the Constitutional Convention.

Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America, designating September 17 through 23 as Constitution Week; and therefore, it is fitting and proper to accord official recognition to this magnificent document and to its memorable anniversary.

The National Society of the Daughters of the American Revolution began the celebration of Constitution Week and is just one of the numerous devoted and patriotic organizations that will be celebrating the **236TH ANNIVERSARY** of the drafting of this momentous and unique document.

NOW, THEREFORE, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim **SEPTEMBER 17-23, 2023**, to be

CONSTITUTION WEEK

in the City of Gardena and urge all citizens to study the Constitution and to reflect on the privileges, as well as on the rights and responsibilities, of being an American.

“ 23rd ANNUAL KEEP GARDENA BEAUTIFUL DAY ”
~ Saturday, September 16, 2023 ~

On Saturday, September 16, 2023, volunteers representing community groups, individual citizens, and City of Gardena Elected Officials and City Staff, will work together for an annual *“Community Clean-Up Day.”*

These dedicated Volunteers will work to *“Keep Gardena Beautiful,”* by sprucing up our City Parks, by cleaning the rights of way along our streets, as well as by working within our neighborhoods, and minor “fix-ups” will be accomplished. Public Works Staff, supported by members of the City Manager’s Office and Recreation and Human Services Department, in conjunction with the Gardena Beautification Commission, are coordinating all projects for the day. Following these worthwhile activities, Community Clean-Up participants are invited to enjoy lunch at Gardena’s Mas Fukai Park.

In recognition and support of Gardena’s community-wide, beautification effort, **Saturday, September 16, 2023**, is proclaimed to be the

23rd Annual
KEEP GARDENA
BEAUTIFUL DAY

to encourage our many, caring citizens, and City officials and staff to unite on this special day to carry out the projects planned to beautify and benefit our community. Let’s take pride in making Gardena a better place in which to live, work, visit, shop, and play.

TO BE PROCLAIMED ONLY

" CITY EMPLOYEE RECOGNITION DAY "

❖ SEPTEMBER 21, 2023 ❖

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

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

In an effort to continue the City Council's long tradition of showing their appreciation to the City's employees, a special time of City Employee Recognition is planned for Thursday, September 21, 2023. This will include a luncheon for *ALL* City employees, as well as a time of special emphasis to those receiving recognition for years of service.

NOW, THEREFORE, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, am pleased to proclaim **Thursday, September 21, 2023**, to be

**CITY EMPLOYEE
RECOGNITION DAY**

to bring public awareness of the employees of the City of Gardena who complete their daily responsibilities in a commendable manner, to show appropriate appreciation for their on-going dedication to this community, and to say thank you to all employees for their tremendous work. Their work does not go unnoticed.



PROCLAMATION

WHEREAS, prostate cancer is the most frequently diagnosed cancer in men and the second leading cause of cancer deaths in men; and

WHEREAS, one in eight men have a lifetime probability of developing prostate cancer; and

WHEREAS, the American Cancer Society estimates there will be 288,300 new cases of prostate cancer in the USA in 2023, resulting in an estimated 34,700 deaths; and

WHEREAS, risk factors for prostate cancer are: increasing age, African ancestry, a family history of the disease, and certain inherited genetic condition; and

WHEREAS, the American Cancer Society recommends that men have a conversation with their health care provider and make an informed decision about whether to be tested for prostate cancer; and

WHEREAS, the City of Gardena joins communities across our nation to increase the awareness about the importance of early detection and testing for prostate cancer; and

NOW, THEREFORE, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim **SEPTEMBER 2023** to be

PROSTATE CANCER AWARENESS MONTH

in the City of Gardena, urging all citizens to help call attention to the benefits of screening in the early detection and effective treatment of this disease.

Tasha Cerda

MAYOR

Dated: **12th day of September, 2023**

MINUTES
Regular Meeting of the
Gardena City Council
Tuesday, August 22, 2023

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:04 p.m. on Tuesday, August 22, 2023, in the Council Chamber at City Hall 1700 West 162nd Street, Gardena, California; Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Pro Tem Mark E. Henderson; Council Member Rodney G. Tanaka; Council Member Paulette C. Francis and Council Member Wanda Love; Other City Officials and Employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero. It was stated for the record that Mayor Cerda was late but was on her way.

PUBLIC COMMENT ON CLOSED SESSION - None

2. CLOSED SESSION

- 2.A CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION Gov. Code Section 54956.9(d)(1)
Sarai Gil-Morales v. City of Gardena, et al. L.A. Sup. Ct. Case No.: 21STCV16661
- 2.B CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9
(One [1] Matter)

CITY ATTORNEY REPORT OUT OF CLOSED SESSION

Mayor Cerda reconvened the meeting to the Regular Open Session at 8:05 p.m., and the City Clerk noted the return of all Council Members, who were present at the meeting. When City Attorney Vasquez was asked if there was any reportable action from Closed Session, she stated for the record, regarding Item 2.A, staff was provided with direction from Council; with regards to Item 2.B, on March 28, 2023, the City Council was presented with a single audit report for Fiscal Year 2021-2022, the audit report identified several significant deficiencies or findings as such the city retained an outside Law Firm to conduct an independent investigation into the following audit findings: No. 1. CDBG Cash Management Internal Control and compliance overdraw down request; No. 2: Edward Byrne Memorial Justice Assistance Grant Program Cash Management Internal Control and compliance over reimbursement requests and Closeouts, and No. 3: CDBG reporting internal controlling compliance over reporting. The independent investigation concluded that all three (3) findings were due to one (1) employee failing to do their duties and responsibilities such employee is no longer employed with the City, which concludes the closed session report.

3. PLEDGE OF ALLEGIANCE

Hollis Mason and Hailey Mason led the Pledge of Allegiance. Both are in the 8th grade and attend Dodson Middle School. The Mason twins have participated in many of the City programs since they were 5 years old. They attended Purche Elementary School – kinder through 5th grade. Hollis and Hailey have previously attended the Youth Day Camp Programs and participated in the Teen Camp this past summer. They have also participated in Gardena's Youth Basketball, Baseball, and Football Programs. They were active in the city events such as the Halloween Program and Easter Program. They both introduced their mother.

4. INVOCATION

Ruling Church Elder, Sallie Cuaresma, of First Presbyterian Church of Gardena led the Invocation.

5. PRESENTATIONS

- 5.A Gardena Military Veteran Recognition to Honor Richard Suzuki, who served in the U.S. Army. He was chosen at the recommendation of Councilmember Wanda Love - ***was accepted by Richard Suzuki***

Council Member Love introduced Mr. Richard Suzuki and shared stories about Mr. Suzuki. She also thanked him for his service and for being a great friend.

Mayor Cerda read a brief Biography. Mr. Suzuki was given an opportunity to speak and appropriate photos were taken.

- 5.B Presentation from the Quilts of Valor Foundation and Recognition of Richard Suzuki as he is awarded a Quilt of Valor for his service - ***Phyllis Genereux and husband Don Genereux presented Richard Suzuki with a quilt to recognize his service to our nation.***

- 5.C Gardena Events Video Presentation – ***was not presented***

6. PROCLAMATIONS

- 6.A Lemonade Day - August 12, 2023 – ***was accepted by Chief Mike Saffell***

- 6.B "City of Gardena 93rd Anniversary Day" - September 11, 2023 – ***was proclaimed by Mayor Cerda***

7. APPOINTMENTS

- 7.A Senior Citizen Commission - Joyce Warren - ***was Appointed by Mayor Cerda***

Mayor Cerda spoke about Ms. Warren and congratulated her on her appointment.

Ms. Joyce Warren came up to the podium and spoke; she said she was honored to accept the position and was looking forward to working with Mayor Cerda and our seniors, and indicated great things were going to happen.

It was moved by Mayor Cerda, seconded by Council Member Tanaka, and carried by the following roll call vote to Appoint Joyce Warren to the Senior Citizen Commission:

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

Noes: None

Absent: None

8. CONSENT CALENDAR

- 8.A Waiver of Reading in Full of All Ordinances Listed on this Agenda and that they be Read by Title Only

CONTACT: CITY CLERK

- 8.B Approve Minutes:
Regular Meeting of the City Council, July 25, 2023

CONTACT: CITY CLERK

- 8.C Receive and File of Minutes:
Planning & Environmental Quality Commission, July 18, 2023

CONTACT: COMMUNITY DEVELOPMENT

- 8.D Approval of Warrants/Payroll Register, August 8, 2023

CONTACT: CITY TREASURER

August 8, 2023: Wire Transfer: 12455, 12472, 12474-12501; Pre-Pay: 172753-172755; Check Numbers: 172756-172907 for a total Warrants issued in the amount of \$3,241,698.03; Total Payroll Issued for July 28, 2023: \$2,469,560.94.

- 8.E Approval of Warrants/Payroll Register, August 22, 2023

CONTACT: CITY TREASURER

August 22, 2023: Wire Transfer: 12502-12520; Pre-Pay: 172908; Check Numbers: 172909-173135 for a total Warrants issued in the amount of \$3,456,493.75; Total Payroll Issued for August 11, 2023: \$1,762,019.87.

- 8.F Monthly Investment Portfolio, July 2023

CONTACT: CITY TREASURER

- 8.G Personnel Report P-2023-13 8-22-23

CONTACT: HUMAN RESOURCES

- 8.H Ratification of Amendment to Blanket Purchase Order for Shige's Foreign Car Service, Inc. from \$50,000 to \$80,000 to Pay for Vehicle Maintenance Services for Fiscal Year 2022-2023

CONTACT: POLICE DEPARTMENT

- 8.I Approve the revised Agreement for Streetlighting Maintenance between the City of Gardena and the City of Los Angeles related to the Traffic Signal Reconstruction Project on Vermont Avenue at Redondo Beach Boulevard and Rosecrans Avenue Project, JN 930.

CONTACT: PUBLIC WORKS

- 8.J Approval of Final Tract Map No. 82437

CONTACT: PUBLIC WORKS

- 8.K Acceptance and Notice of Completion for the Fire Station No. 158 Roof Replacement Project - Water Damaged Repair Phase, JN 509.

CONTACT: PUBLIC WORKS

- 8.L Approve Purchase of Six Bus Mobile Validators (BMV) from Cubic Transportation Systems for a total of \$32,376

CONTACT: TRANSPORTATION

It was moved by Mayor Pro Tem Henderson, seconded by Council Member Love, and carried by the following roll call vote to Approve all Items on the Consent Calendar with the exception of Item 8.H:

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

Noes: None

Absent: None

9. EXCLUDED CONSENT CALENDAR

- 8.H POLICE DEPARTMENT - Ratification of Amendment to Blanket Purchase Order for Shige's Foreign Car Service, Inc. from \$50,000 to \$80,000 to Pay for Vehicle Maintenance Services for Fiscal Year 2022-2023 – ***was pulled by Council Member Francis***

There was a lengthy discussion which included questions and comments by Council Members Francis and Love, and Mayor Cerda regarding the Ratification of Amendment to Blanket Purchase Order for Shige's Foreign Car Service, Inc. from \$50,000 to \$80,000 to pay for vehicle maintenance services for Fiscal Year 2022-2023.

City Manager Osorio and Chief Saffell answered all of Council's questions.

It was moved by Council Member Tanaka, seconded by Mayor Cerda, and carried by the following roll call vote to Approve Item 8.H:

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

Noes: None

Absent: None

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

- 10.A August 1, 2023 MEETING - ***Meeting Cancelled***

10.B AUGUST 15, 2023 MEETING

DISCUSSION OF OUTDOOR DINING REGULATIONS

The Planning Commission considered design standards for outdoor seating areas for restaurants.

Commission Action: The Planning Commission provided Planning Staff with direction on design standards for outdoor dining areas for restaurants.

City Council Action: This Item Required No Action by City Council

11. ORAL COMMUNICATIONS

- 1) Andrea Simental, Interim Community Manager for the Mayme Dear Library; she came to announce library events for the Gardena Mayme Dear and the Masao W. Sato Libraries.
- 2) Russ Bryant, works as an Artist; he came out to complain about a body shop business that is next door to his home/studio, where he and his neighbors get all the paint and sanding overspray into their homes, which makes it impossible to live; he came out tonight to ask for Council's help.
- 3) Ian May, representative of Jeff Prang, LA County Assessor, came out to introduce himself to the community.

12. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES

- 12.A Amendment to the Contract between the California Public Employees' Retirement System Board of Administration and the City of Gardena
 - a. RESOLUTION NO. 6641, Adopting the Resolution of Intention to Approve an Amendment to the Contract between Board of Administration of the California Public Employees' Retirement System and the City of Gardena
 - b. INTRODUCE ORDINANCE NO. 1858, Authorizing an Amendment to the Contract Between the Board of Administration the California Public Employees' Retirement System and the City of Gardena

RESOLUTION NO. 6641

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADOPTING THE RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY OF GARDENA

ORDINANCE NO. 1858

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM ("CALPERS") AND THE CITY OF GARDENA

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

There was a discussion which included questions and comments by Council Member Francis regarding the cost sharing plan for our employees.

City Manager Osorio answered all questions.

Council Member Tanaka introduced Ordinance No. 1858.

It was moved by Council Member Francis, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Adopt Resolution No. 6641 and Introduce Ordinance No. 1858:

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

Noes: None

Absent: None

12.B Approval of Blanket Purchase Orders for Fiscal Year 2023-2024

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

There was a lengthy discussion which included questions and comments by Mayor Pro Tem Henderson, and Council Members Francis and Love regarding the Blanket Purchase Orders for Fiscal Year 2022-2024.

City Manager Osorio responded to all of Council's questions.

It was moved by Council Member Tanaka, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Approve Blanket Purchase Orders for Fiscal Year 2023-2024:

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

Noes: None

Absent: None

13. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

- 13.A PUBLIC HEARING: ORDINANCE NO. 1854, An Ordinance of the City Council of the City of Gardena, California Amending Title 18, and Adding Chapter 5.76 to Title 5 Relating to Home Sharing Rentals and finding the action exempt from the California Environmental Quality Act Pursuant to the Commonsense Exemption of CEQA Guidelines Section 15061(B)(3)

ORDINANCE NO. 1854

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA AMENDING TITLE 18 AND ADDING CHAPTER 5.76 TO TITLE 5 RELATING TO HOME SHARING RENTALS

City Manager Osorio presented the Staff Report.

Senior Planner Amanda Acuna gave the PowerPoint presentation and was available for any questions.

Assistant City Attorney Lisa Kranitz was present and available for any questions.

At 9:38 p.m., Mayor Cerda announced that the Public Hearing was open. She asked if anyone had asked to speak on this item and if Council had any comments or questions.

Public speakers: The following people came into the meeting and spoke in opposition to Ordinance No. 1854: Vera Povetina; Mariya Wrightsman, and Yegor Kuchutor.

There was a lengthy discussion which included questions and comments by Mayor Cerda, Mayor Pro Tem Henderson, and Council Members Tanaka, Francis and Love regarding the proposed Home Sharing Rentals Ordinance.

Senior Planner Acuna, Assistant City Attorney Kranitz and City Attorney Vasquez answered all of Council's questions.

At 10:30 p.m., Mayor Cerda then announced that the Public Hearing was closed.

Mayor Pro Tem Henderson introduced Ordinance No. 1854.

It was moved by Mayor Pro Tem Henderson, seconded by Council Member Tanaka, and carried by the following roll call vote to Conduct a public hearing, allow three (3) minutes for each speaker, and direct staff to Introduce Ordinance No. 1854 with the amended language proposed by Council Member Francis, the amended definitions language proposed by Assistant City Attorney Kranitz, and also correcting the typo under relief changing it from 90 to 180 days after the effective date:

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

Noes: Council Member Love

Absent: None

14. DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES – *No Items*

15. DEPARTMENTAL ITEMS – POLICE

- 15.A Approval of 4-Year Lease Extension with Williams Scotsman, Inc. for the Police Modular Building at a Total Cost of \$109,405

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

There was a discussion which included questions and comments by Mayor Pro Tem Henderson regarding Approving the 4-Year Lease Extension with Williams Scotsman, Inc. for the Police Modular Building at a Total Cost of \$109,405.

City Manager Osorio answered all questions.

It was moved by Council Member Tanaka, seconded by Council Member Love, and carried by the following roll call vote to Approve Lease Agreement:

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

Noes: None

Absent: None

16. DEPARTMENTAL ITEMS - PUBLIC WORKS

- 16.A Award Construction Contract for the Van Ness Avenue Street Improvement from Redondo Beach Boulevard to Marine Avenue Project, JN 992, to Hardy and Harper, Inc. in the amount of \$1,382,000. Additionally Award Construction Management and Inspection Services Contract to KOA Corporation, in the amount of \$124,064, Approved the Project Plans & Specifications, Approve Budget Contingency, and Declare California Environmental Quality Act (CEQA) Exemption.

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

It was moved by Council Member Love, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Award Construction Contract; Award Construction Management and Inspection Services; Approve Project Plans and Specifications and Amendment; Approve Expenditures of Remaining Budget as Contingency and Declare CEQA Exemption:

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

Noes: None

Absent: None

17. **DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES** – *No Items*

18. **DEPARTMENTAL ITEMS – TRANSPORTATION** – *No Items*

19. **COUNCIL ITEMS** – *No Items*

20. **COUNCIL DIRECTIVES**

Council Member Love

- 1) Asked for an evaluation report on Mariposa Landscaping for their tree trimming and landscaping services - ***Council Member Francis seconded it.***

Purpose – Wants a progress report of the work they have been doing

Reason – Some of our trees are growing into our electrical wires and causing safety concerns

Benefit – Public safety, and raising the quality of life

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

City Manager Osorio gave a verbal report of information to follow-up on matters that had been directed or requested by the Mayor and Members of Council. Those items were, as follows:

- 1) Video highlighting National Night Out.
- 2) Memo to the City Council for the pending Council Directives. They are still working on two (2) items.
- 3) He commended the Public Works staff and the Director of Public Works for going above and beyond the call of duty when they learned that there was an impending hurricane coming our way. They came together and helped the residents fill sandbags on Friday and Saturday.
- 4) He wished a belated Happy Birthday to Mayor Cerda, Council Member Francis, and City Clerk Mina Semenza

Mayor Cerda then invited everyone to stay for cake after the meeting for City Clerk Mina Semenza's birthday.

22. **COUNCIL REMARKS**

(1) **MAYOR PRO TEM HENDERSON**

Since our last meeting, I attended the following: my Open City Hall, and thanked everyone who emailed, called and came down; the Gardena Moneta Lodge 372 where we recognized Gardena Police Department officer and LA County Fire; our National Night Out; the City of Hawthorne State of the City event; had a couple of other community meetings met with a few business leaders to get feedback on what they would like to see improved around the City; I participated at a conference regarding degenerative artificial intelligence in City government, the do's and don'ts and best practices; what we're coming to find out there are no best practices because it's still pretty new; met with the CPUC regarding some more broadband funding to address the last mile of our fiber network with the South Bay COG; had a brief phone call with the Department of Justice about what we are doing to protect all our houses of worship in

our City; my SCAG Community & Economic Housing Development Committee meeting, we had Housing Community Development (HCD) do a presentation on the regional housing needs assessment; every agency is having challenges, I did let them know we did our zoning work and are trying to move forward; the Board of Directors meeting for Los Angeles County Business Federation; attended my AQMD meeting and proud to report because we are part of the corridor that comes from the port, we were able to award quite a few millions of dollars for zero emission trucks for trucks coming out of the port; Independent Cities Association Seminar, it was a great seminar; I'm president elect once again, and will be hosting the winter seminar in Santa Barbara.

(2) COUNCIL MEMBER FRANCIS

I wanted to commend Chief Saffell and our CERT Team for being proactive in getting out emails and taking care of our City as we prepared for the hurricane; I attended the following events: Mayor's Meet and Greet for Non Profits, National Night Out, Beautification Commission meeting, Candlelight dinner; ;LA County Vector Control District meeting; Park Master Plan Workshop which provided good information; she encouraged everyone to come out on 9/28 for the next Park Master Plan at Nakaoka; it's important that you have a say of what you would like our parks to look like; we are back at school started today; young people are back on the streets on their cell phones, they are not paying attention to you, please watch out for our young people; all kinds of crazy stuff is going on with the weather, just keep remembering and keep the faith that "better days are coming".

(3) COUNCIL MEMBER TANAKA

Since the last Council Meeting, I attended the following events: City Employee Mixer for new hires and promotions, South Bay COG Board Meeting; National Night Out; Serra High School and watched the Space X project live launch; Serra's engineering students sent an experiment into outer space, we are waiting to get some information back on how the experiment is going; G to the Beach kickoff, trolleys are still running; Officer Rene Lopez's promotion to Sergeant; the League of California Cities LA County Division installation of their new President, Bea Dieringer, who is a Rolling Hills Council Member; the Senior's s'more luncheon at Nakaoka; Non-Profit Meet & Greet; the Bafang Dumpling's grand opening; Steering Committee for the South Bay COG; gave blood today for UCLA's Blood Drive; participated in the South Bay Disaster Control Systems during the tropical storm and earthquake warnings, Stuart Gorsky and city staff did a great job, that system worked out really well; I needed sandbags came to Public Works there was a line of about 15 cars waiting; thanked city staff and Director Rigg; my apologies to Police and Fire for not being able to attend the Masonic Lodge recognition, the Park Master Plan and the End of Summer Dinner.

(4) MAYOR CERDA

Gave a special thanks to Public Works for doing an amazing job; I came out briefly on Friday night and on Saturday; I thought I heard 10,000 bags, Director Rigg confirmed it was 3,000 during the hurricane over the entire weekend; I attended the following events: the Employee Quarterly Mixer and thanked all the directors for recognizing our new hires as well as those who get promoted; the Independent Cities Association seminar with Mayor Pro Tem Henderson, great topics were discussed from what cities should know, to mental health, homelessness, things that are constantly changing; District

Attorney Gascon was the guest speaker; it was great sharing ideas with other elected officials; the trolley kick off; she encouraged everyone to get on; National Night Out was truly a great event; it was great night for our community to come out to talk to our different departments, thanked everyone involved; we have an awesome staff; Los Angeles County Fire Lifeguard Medal of Valor for 50 years of Women Lifeguards; Promotion for Rene Lopez to Sergeant; met with TR Trading which is a non-profit organization who helps people who are incarcerated or homeless find jobs as welders; I have some information I can leave in our office if we need to refer people over; met with and toured several businesses and met with the business owners in the unincorporated areas of LA regarding the issues they are having with Chief Saffell and our police officers; walked with Dave Matthews; this was geared more with the businesses and what issues they are dealing with; just so everyone knows that area is not Gardena it is the unincorporated area of Los Angeles, we stop at Vermont; we do what we can to offer any assistance but we have no jurisdiction there; I attended my Non-Profit Meet and Greet, and wanted to commend staff for doing such a great job; the grand opening of Bafang Dumpling; attended my normal monthly CCGA meeting; Hawthorne State of the City Address; the Park Master plan workshop; Masonic Lodge where they recognized police and fireman of the year; special thanks to Detective Tyler Nash and Firefighter Nicholas Pitchford.

(5) COUNCIL MEMBER LOVE

Thanked Director Rigg and Public Works' staff for all their hard work; went by Public Works on Saturday morning and saw that staff was working really hard; I brought them Gatorade, water and donuts; please tell your staff they made us proud; attended the City of Carson street festival, it was a great turnout; National Night Out; she commented Chief Saffell you showed up and Director Santin and all of the departments did a great job; we committed to 300 trays of nachos, it gave me an opportunity to connect with the people; the swearing in of Sergeant Lopez; attended Senator Bradford's Back to School event at Cal State Dominguez; it showed the need that was out there for the parents to receive some assistance with getting their kids the school supplies they needed to go back to school; attended a lot of the senior lunches and candlelight dinners with the seniors; went to the Venice Health Clinic that operates on the eastside of Vermont on Gardena Boulevard, it's a free health clinic; I know we have a couple of them in the City, this one is a chain they own and operate a few other ones; it used to be South Bay Health Clinic, if you are in need of any regular checkups or need medical attention, they do free services for the community; attended the Mayor's Non-Profit Meet and Greet; where we met with a lot of them; it was good to see a lot of the work their doing in giving back and helping the residents in our community; grand opening of Bafang Dumpling restaurant; the Park Master Plan Workshop, I really encourage the community to come out and get involved to the next workshop; we hear a lot when we are talking to people about what they would like to see, here is an opportunity to put your ideas on paper; we don't know what you want unless you tell us. Thanked Chief Saffell; for saying yes when I reached out to him and asked him to be a judge for Lemonade Day. I would also like to thank Council Member Francis for coming out. The kids that ran them, the oldest was 9 and the youngest was 6, they literally did everything, to hear some of them to become an entrepreneur, between 5 stands they raised almost six thousand dollars; and they got to keep all that money; Chief Saffell came out and was serious about judging; the kids were so impressed, for some it was their first encounter with a police officer to see them supporting their business, I can't thank Chief Saffell enough he really stepped up, we are hoping to do more.

23. ANNOUNCEMENT(S)

Mayor Cerda announced:

- 1) Reminder! New Pilot Service Line G to Manhattan Beach is still running until September 2, 2023. Pick-up locations are City Hall and Rowley Park, and it takes you free of charge to Manhattan Beach.
- 2) Willows At Dusk, join us on the following date to explore the Willows, August 25, 2023, from 6:00 pm to 8:00 pm.
- 3) Reminder! 20th Year Anniversary City of Gardena Jazz Festival, Sunday, August 27, 2023, at Rowley Park. The headliner is Boney James. General admission is \$30 and box seating is \$75 per person.
- 4) Youth Softball Clinics – Free to Participate. Dates Saturday, September 9 & 16, 2023; Sunday, September 17, 2023, at Thornburg Park for 1st - 2nd Grade: 3rd – 5th Grade and 6th – 8th Grade.
- 5) Movies in the Park – The Super Mario Bros. Movie on Friday, September 8, 2023, at 7:00 p.m. at Mas Fukai Park.
- 6) 22nd Anniversary 9/11 Commemoration Ceremony, Monday, September 11, 2023, at 9:00 am at the City Hall Lawn.
- 7) Keep Gardena Beautiful Day, Saturday, September 16, 2023, from 8:00 a.m. – 12:00 p.m. followed by lunch and a raffle at Mas Fukai Park. We encourage everyone to register by September 1, 2023, at <http://www.eventbrite.com>; search “Keep Gardena Beautiful Day” or contact City Hall.
- 8) Food, Wine & Brew, Saturday, September 23, 2023, from 12:00 p.m. to 7:00 p.m. The headliner DW3. General Admission \$25; Reserved Table Seating \$85.
- 9) Park & Recreation Master Plan Workshops: Wednesday, September 27, 2023, 6 pm – 8 pm at the Nakaoka Community Center; Thursday, October 26, 2023, 6 pm – 8 pm at Rowley Park.
- 10) Save the Date – Fall Games, Thursday, September 28, 2023, from 5:00 pm – 7:00 pm at Freeman Park. Free Event sponsored by the Gardena Police Department; featuring Games, Sweet treats, Raffles & more.

24. REMEMBRANCES - None

25. ADJOURNMENT

At 11:30 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m., and the Regular City Council Meeting at 7:30 p.m. on Tuesday, September 12, 2023.

APPROVED:

Tasha Cerda, Mayor

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

By: _____
Becky Romero, Deputy City Clerk

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12521	8/16/2023	111374 LINCOLN NATIONAL LIFE, INSURANCE COMP/	4579367198		LIFE INSURANCE GRP PLANS	3,397.42
Total :						3,397.42
12522	8/17/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	081523		HEALTH INSURANCE CLAIMS	55,208.35
Total :						55,208.35
12523	8/17/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365991421159		HEALTH INSURANCE CLAIMS	16,534.27
Total :						16,534.27
12524	8/22/2023	112326 LWP CLAIMS SOLUTIONS INC.	082123		WORKERS' COMP CLAIMS	12,463.58
Total :						12,463.58
12525	8/22/2023	103768 U.S. TREASURY	FORM 720-2022		QUARTERLY FEDERAL EXCISE TAX RE	1,250.20
Total :						1,250.20
12526	8/22/2023	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4792		HEALTH INSURANCE CLAIMS	147.96
Total :						147.96
12527	8/22/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	082223		HEALTH INSURANCE CLAIMS	89,647.27
Total :						89,647.27
12528	8/24/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365992409028		HEALTH INSURANCE CLAIMS	26,495.02
Total :						26,495.02
12529	8/24/2023	112326 LWP CLAIMS SOLUTIONS INC.	081823		WORKERS' COMP CLAIMS	19,774.42
Total :						19,774.42
12530	8/24/2023	112617 WEBSEDGE LIMITED	INV-20221623	020-00045	ICMA CONFERENCE CITY VIDEO PRES	24,300.00
Total :						24,300.00
12531	8/24/2023	112326 LWP CLAIMS SOLUTIONS INC.	082323		WORKERS' COMP CLAIMS	11,099.37
Total :						11,099.37
12532	8/28/2023	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4793		HEALTH INSURANCE CLAIMS	1,861.83
Total :						1,861.83
12533	8/29/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	082823		HEALTH INSURANCE CLAIMS	4,998.37

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12533	8/29/2023	112401 112401 PINNACLE CLAIMS MANAGEMENT INC	(Continued)			Total : 4,998.37
12534	8/29/2023	112326 LWP CLAIMS SOLUTIONS INC.	082923		WORKERS' COMP CLAIMS	156,042.68
					Total :	156,042.68
12535	8/30/2023	112326 LWP CLAIMS SOLUTIONS INC.	083023		WORKERS' COMP CLAIMS	4,847.94
					Total :	4,847.94
12536	8/30/2023	110223 PRISM	24400685	023-01461	OPTIONAL EXCESS LIABILITY PROGRA	78,757.00
					Total :	78,757.00
12537	8/31/2023	112326 LWP CLAIMS SOLUTIONS INC.	083123		WORKERS' COMP CLAIMS	11,266.31
					Total :	11,266.31
12538	8/31/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSURANCE	365997569163		HEALTH INSURANCE CLAIMS	12,609.05
					Total :	12,609.05
12539	9/1/2023	112326 LWP CLAIMS SOLUTIONS INC.	090123		WORKERS' COMP CLAIMS	6,247.27
					Total :	6,247.27
12540	9/5/2023	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4794		HEALTH INSURANCE CLAIMS	191.31
					Total :	191.31
173136	8/24/2023	104572 HUDSON AUDIO WORKS	104572	034-00610	JAZZ FESTIVAL - GENERATOR RENTAL	3,600.00
					Total :	3,600.00
173137	8/24/2023	104572 HUDSON AUDIO WORKS	12142	034-00608	JAZZ FESTIVAL - STAGING EQUIPMENT	15,000.00
					Total :	15,000.00
173138	8/24/2023	107488 CALIFORNIA FISH MARKET, LLC	2525 08/27/23	034-00611	CATERING SERVICES - JAZZ FESTIVAL	11,400.00
					Total :	11,400.00
173139	8/24/2023	112630 COOP AND FIRE INC	1110	034-00612	CATERING SERVICES - JAZZ FESTIVAL	2,425.50
					Total :	2,425.50
173140	8/24/2023	111830 FOXX MEDIA GROUP LLC	82723		PHOTOGRAPHY SERVICES - JAZZ FESTIVAL	900.00
					Total :	900.00
173141	8/24/2023	110273 MIXONE SOUND	3217	034-00609	VIDEO DISPLAY BOARD - JAZZ FESTIVAL	16,000.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173141	8/24/2023	110273 110273 MIXONE SOUND	(Continued)		Total :	16,000.00
173142	8/24/2023	112631 MAYORAL, JUAN	082723		CATERING SERVICES - JAZZ FESTIVAL	1,560.00
					Total :	1,560.00
173143	8/24/2023	111818 BRIGHT EVENTS RENTALS	R307242-17	034-00601	STAGING AREA - JAZZ FESTIVAL 2023	20,074.87
					Total :	20,074.87
173144	8/30/2023	112635 LAW OFFICES OF, ELLIOTT N. TIOMKIN	19-30PD		FINAL SETTLEMENT	250,000.00
					Total :	250,000.00
173145	8/30/2023	112636 ESSEL, ABIGAIL	23-06PD		FINAL SETTLEMENT	17,182.77
					Total :	17,182.77
173146	9/12/2023	104606 2 BROTHERS TIRES & WHEELS	27165		PD VEHICLE TIRE SERVICES	132.00
					Total :	132.00
173147	9/12/2023	106086 ABC COMPANIES	3532991		GTRANS AUTO PARTS	263.54
					Total :	263.54
173148	9/12/2023	111853 ACCESS	10409755		PD SHREDDING SERVICES	200.00
					Total :	200.00
173149	9/12/2023	112177 ADVANCE AUTO PARTS	8655322131385		GTRANS AUTO PARTS	33.49
					Total :	33.49
173150	9/12/2023	101748 AFTERMARKET PARTS COMPANY LLC, THE	83081987	037-09986	GTRANS AUTO PARTS	43,803.40
					Total :	43,803.40
173151	9/12/2023	101748 AFTERMARKET PARTS COMPANY LLC, THE	83082069	037-10275	GTRANS AUTO PARTS	371.10
			83083309	037-10275	GTRANS AUTO PARTS	1,481.58
			83085054	037-10275	GTRANS AUTO PARTS	234.67
			83086403	037-10275	GTRANS AUTO PARTS	324.80
			83088772	037-10275	GTRANS AUTO PARTS	11.03
			83095696	037-10275	GTRANS AUTO PARTS	384.18
			83097875	037-10275	GTRANS AUTO PARTS	107.49
			83098228	037-10275	GTRANS AUTO PARTS	765.67
			83098252		GTRANS AUTO PARTS	1,836.04

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173151	9/12/2023	101748 AFTERMARKET PARTS COMPANY LLC, THE	(Continued)			
				037-10275		
			83098253	037-10275	GTRANS AUTO PARTS	1,246.40
			83103566		GTRANS AUTO PARTS	1,198.59
				037-10275		
			83108099	037-10275	GTRANS AUTO PARTS	269.95
			83110435	037-10275	GTRANS AUTO PARTS	790.59
			83112626		GTRANS AUTO PARTS	329.25
				037-10275		
			83112627	037-10275	GTRANS AUTO PARTS	658.50
			83118798	037-10275	GTRANS AUTO PARTS	1,145.65
					Total :	11,155.49
173152	9/12/2023	112639 ALL GREEN ELECTRONICS, RECYCLING, LLC	4014951	023-01473	HD DATA DESTRUCTION SERVICES	2,632.00
					Total :	2,632.00
173153	9/12/2023	100925 AMERICAN MOVING PARTS	01A147564		GTRANS AUTO PARTS	139.59
					Total :	139.59
173154	9/12/2023	101628 AQUA-FLO SUPPLY	SI2160175		PARK MAINT SUPPLIES	247.80
			SI2167502		PARK MAINT SUPPLIES	356.05
					Total :	603.85
173155	9/12/2023	101459 ASBURY ENVIRONMENTAL SERVICES	I500-00954505		HAZARDOUS WASTE DISPOSAL SERVI	100.00
			I500-00960896		HAZARDOUS WASTE DISPOSAL SERVI	122.06
			I500-00960897		HAZARDOUS WASTE DISPOSAL SERVI	157.36
					Total :	379.42
173156	9/12/2023	106965 ASSAABLOY ENTRANCE, SYSTEMS US INC.	SEI/1651686		SERVICE REPAIR - PW	501.77
					Total :	501.77
173157	9/12/2023	104687 AT&T	20383942		TELEPHONE	424.35
			20383943		TELEPHONE	483.22
			20384253		TELEPHONE	18,791.84
			20387061		TELEPHONE	592.14
			20414847		TELEPHONE	31.43
			20414848		TELEPHONE	80.54

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173157	9/12/2023	104687 AT&T	(Continued) 20414862 20414870 20414871 20433733		TELEPHONE TELEPHONE TELEPHONE TELEPHONE	31.43 31.43 82.53 367.96
Total :						20,916.87
173158	9/12/2023	111170 AT&T FIRSTNET	287293416290X8102023		PD CELL PHONE ACCT #287293416290	2,181.59
Total :						2,181.59
173159	9/12/2023	100474 AT&T LONG DISTANCE	081223		TELEPHONE	109.57
Total :						109.57
173160	9/12/2023	100964 AT&T MOBILITY	828667974X08162023		CM CELL PHONE ACCT #828667974	86.46
Total :						86.46
173161	9/12/2023	102880 AUTOPLEX, INC.	14031 14703 15233 15234		2021 FORD INTRCPTR #1614731 OIL CH 2019 FORD F-250 OIL & FILTER CHANG 2017 FORD INTRCPTR #1368929 OIL CH 2021 FORD INTRCPTR #1615789 OIL CH	87.09 88.39 82.53 89.26
Total :						347.27
173162	9/12/2023	110686 AZTECH ELEVATOR COMPANY	AZ18001 AZ18003 AZ18004 AZ18005	024-00958 024-00958 024-00958 024-00958	ELEVATOR MAINTENANCE - PW ELEVATOR MAINTENANCE - NCC ELEVATOR MAINTENANCE - CH ELEVATOR MAINTENANCE - NCC	285.00 285.00 100.00 100.00
Total :						770.00
173163	9/12/2023	110190 BASNET FAMILY CHILD CARE	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	3,960.00
Total :						3,960.00
173164	9/12/2023	102400 BAYSIDE MEDICAL CENTER	00158256		BLOOD DRAW	254.40
Total :						254.40
173165	9/12/2023	102035 BD WHITE TOP SOIL CO., INC.	89162		PARK MAINT SUPPLIES	246.68
Total :						246.68
173166	9/12/2023	103641 BECNEL UNIFORMS	57677		BUS UNIFORM SUPPLIES	142.30

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173166	9/12/2023	103641 BECNEL UNIFORMS	(Continued) 59053		BUS UNIFORM SUPPLIES	416.05
					Total :	558.35
173167	9/12/2023	109037 BEEMAN, RAYMOND	06/09-06/13		2023 ALL AMERICA CITY AWARDS - PEF	450.11
					Total :	450.11
173168	9/12/2023	110675 BGB DESIGN GROUP, INC	104263	024-00968	ROWLEY PARK BB COURT REHAB, JNE	10,865.63
					Total :	10,865.63
173169	9/12/2023	102331 BLUE DIAMOND MATERIALS	3257368		STREET MAINT SUPPLIES	1,386.21
					Total :	1,386.21
173170	9/12/2023	108715 BOBBS FAMILY CHILDCARE	AUGUST 2023		CHILD CARE PROVIDER	2,815.00
					Total :	2,815.00
173171	9/12/2023	108715 BOBBS FAMILY CHILDCARE	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	2,200.00
					Total :	2,200.00
173172	9/12/2023	110651 BRIAN, YAMAMOTO	090123		ENTERTAINMENT SERVICES - FWB FEI	1,400.00
					Total :	1,400.00
173173	9/12/2023	111818 BRIGHT EVENTS RENTALS	R311897-22	034-00613	RENTAL SERVICES - JAZZ FESTIVAL	8,947.02
					Total :	8,947.02
173174	9/12/2023	103029 CALIFORNIA FENCE & SUPPLY	M10574		PARK MAINT SUPPLIES	22.35
					Total :	22.35
173175	9/12/2023	103029 CALIFORNIA FENCE & SUPPLY	M111126		PARK MAINT SUPPLIES	3.72
					Total :	3.72
173176	9/12/2023	823003 CARL WARREN & COMPANY	JANUARY 2022. JULY 2023 JULY 2023.		CLAIMS MANAGEMENT	247.50
					CLAIMS MANAGEMENT	3,286.00
					CLAIMS MANAGEMENT	195.50
					Total :	3,729.00
173177	9/12/2023	111731 CARPENTER, CHAD	GTR082123		PROFESSIONAL SERVICES	120.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173177	9/12/2023	111731 111731 CARPENTER, CHAD	(Continued)		Total :	120.00
173178	9/12/2023	803420 CARPENTER, ROTHANS & DUMONT, LAW OFF 44399			LEGAL SERVICES	955.27
					Total :	955.27
173179	9/12/2023	112632 CHALCO, GIOVANNA V.	PERMIT #50022-0785		PERMIT DEPOSIT REFUND - 1702 W 14	7,500.00
					Total :	7,500.00
173180	9/12/2023	110605 CHANDLER ASSET MANAGEMENT	2307GARDENA	013-00031	INVESTMENT MGMT SERVICES - JULY	2,485.13
					Total :	2,485.13
173181	9/12/2023	111836 CHARGERS FOOTBALL COMPANY	IN-CF-02777	037-10269	LINE 7X MARKETING PACKAGE WITH T	29,000.00
					Total :	29,000.00
173182	9/12/2023	112138 CHAUHAN, MINESH	07/30-08/03		APTA TECH CONFERENCE - MILEAGE	281.72
					Total :	281.72
173183	9/12/2023	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY C/ AB 110 SUPPLEMENTAL			CHILD CARE PROVIDER	1,760.00
					Total :	1,760.00
173184	9/12/2023	312105 CITY OF LOS ANGELES	MA240000008		TRAFFIC SIGNAL MAINTENANCE & OPI	852.83
					Total :	852.83
173185	9/12/2023	111534 CLEAN ENERGY	CE12608965 PJI00025394	037-10217 037-10062	GTRANS OFFSITE CNG FUELING SERV GTRANS FACILITY MODIFICATIONS	45,009.38 246,715.26
					Total :	291,724.64
173186	9/12/2023	111534 CLEAN ENERGY	082223		LAFD PERMIT - CNG PROJECT	763.58
					Total :	763.58
173187	9/12/2023	104338 CODE PUBLISHING, INC.	GC0011271		MUNICIPAL CODE - WEB UPDATE	681.50
					Total :	681.50
173188	9/12/2023	110122 COMMANDSTAT ANALYTICS, INC	227	035-01277	DATABASE MGMT & REPORTING PREP	2,016.00
					Total :	2,016.00
173189	9/12/2023	102388 COPYLAND, INC.	83303 83372	037-10278 037-10278	GTRANS - 12X8" FULL COLOR SIGNS,~ GTRANS - 5.5X8.5 3 PART NCR FORMS	1,371.55 316.53

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173189	9/12/2023	102388 COPYLAND, INC.	(Continued) 83497	037-10278	GTRANS - 8.5X11 COLOR BROCHURES	459.78
					Total :	2,147.86
173190	9/12/2023	109005 CRESPO, ERNIE	081423		MGMT ANNUAL HEALTH BENEFIT	440.00
					Total :	440.00
173191	9/12/2023	103353 CRM COMPANY, LLC.	LA23169 LA23170 LA23190		SCRAP TIRE DISPOSAL FEE SCRAP TIRE DISPOSAL FEE SCRAP TIRE DISPOSAL FEE	69.50 69.50 69.50
					Total :	208.50
173192	9/12/2023	106193 CUMMINS SALES AND SERVICE	X4-41417		GTRANS AUTO PARTS	2,153.59
					Total :	2,153.59
173193	9/12/2023	110319 CWE DIRECTOR	23346 23347	024-00766 024-00846	MS4 & NPDES - MONITORING & COMPI MS4 & NPDES - MONITORING & COMPI	4,240.00 2,915.39
					Total :	7,155.39
173194	9/12/2023	104736 D&R OFFICE WORKS, INC.	0128331 0128861	034-00615	NCC FURNITURE PD OFFICE FURNTIURE	3,593.05 -169.14
					Total :	3,423.91
173195	9/12/2023	110844 DATA GEAR, INC.	44130 44154 44155 44173	035-01284 035-01284 035-01284	VIDEO POLICING SYSTEM MAINTENAN VIDEO POLICING SYSTEM MAINTENAN VIDEO POLICING SYSTEM MAINTENAN GTRANS CAMERA SYSTEM LAYOUT	9,087.24 507.00 848.00 820.00
					Total :	11,262.24
173196	9/12/2023	105951 DECALS BY DESIGN, INC.	17750		GTRANS BUS DECALS	386.26
					Total :	386.26
173197	9/12/2023	104222 DELL MARKETING L.P.	10691227305	023-01464	DELL POWEREDGE R6525 SERVER	29,924.60
					Total :	29,924.60
173198	9/12/2023	312558 DEPARTMENT OF ANIMAL CARE, & CONTROL JULY 2023			MONTHLY ANIMAL SERVICES - JULY 20	1,835.06
					Total :	1,835.06

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173199	9/12/2023	107461 DEPARTMENT OF HEALTH CARE, SERVICES	T03-2018 A/B		FINAL SETTLEMENT	268.32
					Total :	268.32
173200	9/12/2023	303459 DEPARTMENT OF JUSTICE	671550	035-01279	FINGERPRINT APPS - JULY 2023	2,430.00
			676972		FINGERPRINT APPS - JUNE 2023	32.00
					Total :	2,462.00
173201	9/12/2023	312117 DEPARTMENT OF WATER & POWER	082223		LIGHT & POWER	105.78
			082923		LIGHT & POWER	72.84
					Total :	178.62
173202	9/12/2023	110511 DESANTIAGO, RIGOBERTO	SUMMER 2023		EDUCATIONAL REIMBURSEMENT	100.00
					Total :	100.00
173203	9/12/2023	103464 DIRECT A/V	8559		CHAMBERS CAMERA REPAIR & SERVICE	1,424.00
					Total :	1,424.00
173204	9/12/2023	103241 DP STAR AUTOMOTIVE, INC.	68810		SMOG INSPECTIONS - 2015 FORD F350	50.00
					Total :	50.00
173205	9/12/2023	109416 E S SPORTS	11770		CUSTOM GRAPHICS FOR UNIT P-13	178.50
			11772		CUSTOM GRAPHICS FOR UNIT P-17	178.50
					Total :	357.00
173206	9/12/2023	110534 EL DORADO NATIONAL	90813574		GTRANS BUS VEHICLE SUPPLIES	25.14
					Total :	25.14
173207	9/12/2023	110532 ELECTRIC CAR SALES & SERVICE	33152	037-10159	ELECTRIC CLUB CAR CARRYALL 100, 5	12,631.11
					Total :	12,631.11
173208	9/12/2023	105418 EMPIRE CLEANING SUPPLY	S5975994	331-00070	FCC PROGRAM PPE SUPPLIES	8,747.91
			S5981586	331-00071	FCC PROGRAM PPE SUPPLIES	9,993.63
					Total :	18,741.54
173209	9/12/2023	107690 ENLIGHTENMENT CHILD, DEVELOPMENT CEI AB 110 SUPPLEMENTAL			CHILD CARE PROVIDER	4,400.00
					Total :	4,400.00
173210	9/12/2023	105778 ENNIS PAINT, INC.	449237		STREET MAINT SUPPLIES	1,584.29

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173210	9/12/2023	105778 ENNIS PAINT, INC.	(Continued)		Total :	1,584.29
173211	9/12/2023	107510 ESCALANTE, WENDY E.	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	2,640.00
					Total :	2,640.00
173212	9/12/2023	105650 EWING IRRIGATION PRODUCTS	20357837		PARK MAINT SUPPLIES	316.19
			20361932		PARK MAINT SUPPLIES	484.14
			20455483		PARK MAINT SUPPLIES	160.31
					Total :	960.64
173213	9/12/2023	100055 FAIR HOUSING FOUNDATION	JULY 2023		CDBG CONSULTANT	1,637.15
			JUNE 2023		CDBG CONSULTANT	2,032.66
					Total :	3,669.81
173214	9/12/2023	106129 FEDEX	3270554814		SHIPPING SERVICES	279.15
					Total :	279.15
173215	9/12/2023	106129 FEDEX	8-221-09104		SHIPPING SERVICES	194.35
					Total :	194.35
173216	9/12/2023	109315 FLEETCREW, INC.	11865		UNIT #45 DURATHON SERVICE	720.12
					Total :	720.12
173217	9/12/2023	108974 FLEX TECHNOLOGIES, INC.	43852		GTRANS AUTO SUPPLIES	357.52
					Total :	357.52
173218	9/12/2023	112329 FM THOMAS AIR CONDITIONING INC	45623		HVAC REPAIRS FOR CITY HALL	543.90
					Total :	543.90
173219	9/12/2023	106607 FORD OF MONTEBELLO	519473	037-10182	REMANUFACTURED ENGINES	5,221.79
			519476	037-10182	REMANUFACTURED ENGINES	5,221.79
			519477	037-10182	REMANUFACTURED ENGINES	5,221.79
			519478	037-10182	REMANUFACTURED ENGINES	5,221.79
					Total :	20,887.16
173220	9/12/2023	106465 FOX FIRST AID & SAFETY INC	70901		SIGNS/SIGNALS SUPPLIES	162.07
			70946		PARK MAINT SUPPLIES	16.54
			70948		STREET MAINT SUPPLIES	154.35

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173220	9/12/2023	106465 106465 FOX FIRST AID & SAFETY INC	(Continued)			Total : 332.96
173221	9/12/2023	206509 FRANCIS, JOHN S.	GEPCO 2023		GEPCO LOAN	2,000.00
					Total :	2,000.00
173222	9/12/2023	108102 FUNFLICKS OF SO CAL	13764467		RENTAL - 33FT BLOCKBUSTER MOVIE	1,327.81
					Total :	1,327.81
173223	9/12/2023	109726 G SECURITY SERVICES PPO	082623		SECURITY SERVICES - JAZZ FESTIVAL	700.00
					Total :	700.00
173224	9/12/2023	112566 GALLS, LLC	BC1931611		PD UNIFORM SUPPLIES	284.85
			BC1932116		PD UNIFORM SUPPLIES	925.36
			BC1932133		PD UNIFORM SUPPLIES	925.36
			BC1932134		PD UNIFORM SUPPLIES	925.36
			BC1932135		PD UNIFORM SUPPLIES	925.36
			BC1932136		PD UNIFORM SUPPLIES	925.36
			BC1932137		PD UNIFORM SUPPLIES	925.36
			BC1932138		PD UNIFORM SUPPLIES	925.36
			BC1932139		PD UNIFORM SUPPLIES	925.36
			BC1932140		PD UNIFORM SUPPLIES	925.36
			BC1932141		PD UNIFORM SUPPLIES	925.36
					Total :	9,538.45
173225	9/12/2023	107724 GARCIA, CLAUDIA CRISTINA	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	4,400.00
					Total :	4,400.00
173226	9/12/2023	207133 GARCIA, NANCY C.	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	3,960.00
					Total :	3,960.00
173227	9/12/2023	108183 GARDENA ACE HARDWARE	093602		BLDG MAINT SUPPLIES	41.87
					Total :	41.87
173228	9/12/2023	107030 GARDENA AUTO PARTS	171013		PW AUTO PARTS	231.39
			171819		PW AUTO PARTS	447.34
					Total :	678.73
173229	9/12/2023	107011 GARDENA VALLEY NEWS, INC.	00133622		NOTICE INVITING PROPOSALS	112.00

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173229	9/12/2023	107011 GARDENA VALLEY NEWS, INC.	(Continued) 00133733 00134150 00134152		NOTICE OF PUBLIC HEARING NOTICE OF PUBLIC HEARING - CAPER NOTICE OF PUBLIC HEARING Total :	210.00 283.50 224.00 829.50
173230	9/12/2023	107034 GARDENA WELDING SUPPLY CO INC.	95 126357		GTRANS MAINT SUPPLIES Total :	216.09 216.09
173231	9/12/2023	619005 GAS COMPANY, THE	083023		GAS Total :	3,884.62 3,884.62
173232	9/12/2023	111964 GCAP SERVICES, INC.	016	037-10116	CNG PROJECT LABOR COMPLIANCE A Total :	1,301.25 1,301.25
173233	9/12/2023	106763 GENERAL INDUSTRIAL TOOL &, SUPPLY	1198993-01		PW MAINT SUPPLIES Total :	34.93 34.93
173234	9/12/2023	112536 GEOSYNTEC CONSULTANTS INC.	523127	024-00950	CONSULTANT SERVICES-DEVELOPME Total :	8,649.75 8,649.75
173235	9/12/2023	619004 GOLDEN STATE WATER CO.	082123		WATER Total :	17,790.22 17,790.22
173236	9/12/2023	112502 GORDON, CHRISTOPHER	SUMMER 2023		EDUCATIONAL REIMBURSEMENT Total :	208.00 208.00
173237	9/12/2023	102480 GOVERNMENTJOBS.COM, INC.	INV37918		REGISTRATION - NEOGOV USER CONF Total :	2,398.00 2,398.00
173238	9/12/2023	109055 GRAFFITI SHIELD, INC.	22798		BUS GRAFFITI SHIELD Total :	1,489.28 1,489.28
173239	9/12/2023	107513 GRAINGER	9796164482 9796164490 9799019535		BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES Total :	251.75 1,014.56 124.36 1,390.67

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173240	9/12/2023	112374 GRIFFIN STRUCTURES, INC.	GSI-GCASC-07	024-00910	AQUATIC & SENIOR CENTER PROJECT	3,333.00
					Total :	3,333.00
173241	9/12/2023	110435 GUERRERO, ANGELICA	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	4,840.00
					Total :	4,840.00
173242	9/12/2023	112611 GUNNER CONCRETE	O-0010445		STREET MAINT SUPPLIES	1,059.94
					Total :	1,059.94
173243	9/12/2023	104017 HALO BRANDED SOLUTIONS INC.	2023000133342		PW STREET MAINT PROMOTIONAL ITE	938.47
					Total :	938.47
173244	9/12/2023	108607 HENDERSON-BATISTE, TANEKA	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	2,200.00
					Total :	2,200.00
173245	9/12/2023	112076 HERNANDEZ, ROSA	18		INTERN SERVICES - 08/10-08/24/23	1,617.00
			19		INTERN SERVICES - 08/28-08/30/23	504.00
					Total :	2,121.00
173246	9/12/2023	111549 HF & H CONSULTANTS, LLC	9720472	024-00970	CONSULTING SERVICES - SOLID WAS1	10,480.50
					Total :	10,480.50
173247	9/12/2023	106928 HOLLAND, ERIC	080723		MGMT ANNUAL HEALTH BENEFIT	868.91
					Total :	868.91
173248	9/12/2023	108434 HOME DEPOT CREDIT SERVICES	0313194		BLDG MAINT SUPPLIES	13.76
			1351935		BLDG MAINT SUPPLIES	205.53
			3323699		GTRANS MAINT SUPPLIES	15.38
			3784372		SR BUREAU PROGRAM SUPPLIES	247.84
			3903879		REC PROGRAM SUPPLIES	199.55
			4053763		REC PROGRAM SUPPLIES	271.65
			4053764		JAZZ FESTIVAL PROGRAM SUPPLIES	1,077.67
			4313327		BLDG MAINT SUPPLIES	116.66
			5021947		SIGNS/SIGNALS SUPPLIES	320.49
			6031486		JAZZ FESTIVAL PROGRAM SUPPLIES	71.92
			6055215		JAZZ FESTIVAL PROGRAM SUPPLIES	236.26
			6363895		BLDG MAINT SUPPLIES	43.13
			6521431		SIGNS/SIGNALS SUPPLIES	19.61

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173248	9/12/2023	108434 HOME DEPOT CREDIT SERVICES	(Continued)			
			7363880		BLDG MAINT SUPPLIES	75.39
			7900536		REC PROGRAM SUPPLIES	104.68
			7903697		REC PROGRAM SUPPLIES	88.16
			8340683		PARK MAINT SUPPLIES	118.17
			8340977		BLDG MAINT SUPPLIES	229.95
			8340978		BLDG MAINT SUPPLIES	271.24
			8340979		STREET MAINT SUPPLIES	29.26
			8354803		BLDG MAINT SUPPLIES	13.65
			9031274		SIGNS/SIGNALS SUPPLIES	221.24
			9921958		REC PROGRAM SUPPLIES	130.67
					Total :	4,121.86
173249	9/12/2023	104144 HOOKER, JASON	SUMMER 2023		EDUCATIONAL REIMBURSEMENT	637.00
					Total :	637.00
173250	9/12/2023	105513 INDUSTRIAL CLEANING SYSTEMS, INC.	40486		SERVICE CALL	624.96
					Total :	624.96
173251	9/12/2023	112637 INK SMART PLUS LLC	3762	024-00990	KEEP GARDENA BEAUTIFUL DAY SUPP	3,105.42
					Total :	3,105.42
173252	9/12/2023	110222 INTERAMERICAN MOTOR, LLC	065-138460		GTRANS AUTO PARTS	223.80
			065-212593		GTRANS AUTO PARTS	257.94
			110-638388		GTRANS AUTO PARTS	502.30
			110-648094		GTRANS AUTO PARTS	184.32
			110-648137		GTRANS AUTO PARTS	175.08
			110-649550		GTRANS AUTO PARTS	33.78
			110-649552		GTRANS AUTO PARTS	91.82
					Total :	1,469.04
173253	9/12/2023	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO. 140076635			GTRANS AUTO PARTS	193.14
					Total :	193.14
173254	9/12/2023	112220 IWORQ SYSTEMS INC	200651	024-00989	FLEET MANAGEMENT SOFTWARE & SI	10,000.00
					Total :	10,000.00
173255	9/12/2023	108579 J.D. FIELDS LUMBER COMPANY	8416		STREET MAINT SUPPLIES	47.51

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173255	9/12/2023	108579 108579 J.D. FIELDS LUMBER COMPANY	(Continued)			Total : 47.51
173256	9/12/2023	105226 JEKAL FAMILY CHILD CARE	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	3,960.00
					Total :	3,960.00
173257	9/12/2023	111750 JL GROUP LLC	23003EM.1	035-01281	PD INVESTIGATION SERVICES	2,340.00
			23004EM.1	035-01281	PD INVESTIGATION SERVICES	2,210.00
			23005BG-JA.1	035-01281	PD INVESTIGATION SERVICES	13,560.00
			BG23003TL.1	035-01281	PD INVESTIGATION SERVICES	480.00
					Total :	18,590.00
173258	9/12/2023	112641 JOHNSON, LAKESHA	3049994JM		FINAL SETTLEMENT	265.00
					Total :	265.00
173259	9/12/2023	110853 JONES & MAYER	117644	020-00048	ATTORNEY SERVICES	10,928.35
			117645		ATTORNEY SERVICES	334.53
			117646		ATTORNEY SERVICES	274.56
			117647		ATTORNEY SERVICES	68.58
			117648		ATTORNEY SERVICES	699.85
			117649		ATTORNEY SERVICES	3,017.65
			117650		ATTORNEY SERVICES	306.67
			117651		ATTORNEY SERVICES	1,505.40
			117652		ATTORNEY SERVICES	947.85
			117653		ATTORNEY SERVICES	1,806.02
			117654		ATTORNEY SERVICES	5,189.46
			117655		ATTORNEY SERVICES	6,941.71
			117656		ATTORNEY SERVICES	2,564.78
			117657		ATTORNEY SERVICES	1,895.70
					Total :	36,481.11
173260	9/12/2023	211429 KEMP, TAMARA	JUL-AUG 2023		DANCE INSTRUCTOR	1,980.00
					Total :	1,980.00
173261	9/12/2023	110456 KHAIRZADA FAMILY CHILD CARE	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	1,320.00
					Total :	1,320.00
173262	9/12/2023	110385 KIMLEY-HORN AND ASSOCIATES, INC	25620866	032-00142	DEVELOPMENT SERVICES - 1610 ARTE	8,917.15

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173262	9/12/2023	110385 110385 KIMLEY-HORN AND ASSOCIATES, INC	(Continued)		Total :	8,917.15
173263	9/12/2023	111045 KJ SERVICES	2726		USED OIL PROGRAM EXPENSE - JULY	425.00
					Total :	425.00
173264	9/12/2023	111260 KJOS, BARBARA JEAN	AUGUST 2023		GARDENA FAMILY CHILD CARE PROG	2,325.00
					Total :	2,325.00
173265	9/12/2023	108349 KOSMONT COMPANIES	2209.6-003	032-00127	CONSULTING SERVICES - AFFORDABL	507.00
					Total :	507.00
173266	9/12/2023	111813 KWIK FLASH PHOTO	09232023		PHOTOGRAPHY SERVICES - FWB FES	750.00
					Total :	750.00
173267	9/12/2023	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	23081400375	024-00878	INDUSTRIAL WASTE SERVICES	17,090.59
			23081400774	024-00878	TRAFFIC SIGNAL MAINT-HIGHWAY SAF	2,997.22
					Total :	20,087.81
173268	9/12/2023	312039 L.A. COUNTY FIRE DEPARTMENT	C0011475	023-01468	FIRE PROTECTION SERVICES - OCTOE	958,033.00
					Total :	958,033.00
173269	9/12/2023	312113 L.A. COUNTY SHERIFF'S DEPT	240077BL		INMATE MEAL DELIVERY PROGRAM - J	986.60
					Total :	986.60
173270	9/12/2023	112015 LACERDA, DALVANICE	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	4,400.00
					Total :	4,400.00
173271	9/12/2023	112014 LAKESHORE LEARNING MATERIALS	158081081423		FCC PROGRAM SUPPLIES	184.05
					Total :	184.05
173272	9/12/2023	112614 LAX AUTO REPAIR	18839		2018 FORD INTRCPTR #1554895 OIL &	70.00
			18858		2022 FORD INTRCPTR #1630457 OIL &	70.00
			18859		2020 FORD INTRCPTR #1591741 OIL &	70.00
					Total :	210.00
173273	9/12/2023	110777 LEARN N PLAY FAMILY DAYCARE	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	1,320.00
					Total :	1,320.00

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173274	9/12/2023	110777 LEARN N PLAY FAMILY DAYCARE	AUGUST 2023		CHILD CARE PROVIDER	853.00
					Total :	853.00
173275	9/12/2023	108237 LEO WEB PROTECT	4652	020-00047	INTERNET PRIVACY SERVICE SUBSCR	5,999.94
					Total :	5,999.94
173276	9/12/2023	108023 LEXIPOL LLC	INVLEX18744	035-01276	JAIL POLICY MANUAL UPDATE SUBSCF	4,291.77
					Total :	4,291.77
173277	9/12/2023	112260 LIEBERT CASSIDY WHITMORE	242395		LEGAL SERVICES	32,167.50
			244438		LEGAL SERVICES	2,477.00
					Total :	34,644.50
173278	9/12/2023	112260 LIEBERT CASSIDY WHITMORE	242932		LEGAL SERVICES	5,294.00
			242934		LEGAL SERVICES	769.00
			245113		LEGAL SERVICES	17,547.53
					Total :	23,610.53
173279	9/12/2023	112260 LIEBERT CASSIDY WHITMORE	247338		LEGAL SERVICES	9,470.00
			247339		LEGAL SERVICES	138.00
			247340		LEGAL SERVICES	15,849.83
			247341		LEGAL SERVICES	477.50
			247342		LEGAL SERVICES	181.00
			247343		LEGAL SERVICES	5,702.46
			247344		LEGAL SERVICES	622.50
			247345		LEGAL SERVICES	318.50
			247346		LEGAL SERVICES	911.50
			248862		LEGAL SERVICES	633.68
					Total :	34,304.97
173280	9/12/2023	112260 LIEBERT CASSIDY WHITMORE	242931		LEGAL SERVICES	3,063.75
			242933		LEGAL SERVICES	9,825.50
			246027		LEGAL SERVICES	33.50
			246134		LEGAL SERVICES	2,209.50
			246135		LEGAL SERVICES	5,738.00
			246136		LEGAL SERVICES	541.00
			246148		LEGAL SERVICES	657.50

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173280	9/12/2023	112260 LIEBERT CASSIDY WHITMORE	(Continued) 246156 246157 246166		LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES	9,941.66 410.00 694.50
Total :						33,114.91
173281	9/12/2023	102233 LITTLE PEOPLE DAY CARE	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	3,520.00
Total :						3,520.00
173282	9/12/2023	112638 LITTLE RASCALS JUMPERS	3463		WINTER WONDERLAND EVENT 2023	1,990.00
Total :						1,990.00
173283	9/12/2023	109517 LOAD N' GO BUILDING MATERIALS	27444 27513 27551		STREET MAINT SUPPLIES STREET MAINT SUPPLIES STREET MAINT SUPPLIES	112.42 120.15 290.97
Total :						523.54
173284	9/12/2023	105236 LONG BEACH ICE, INC.	273470		JAZZ FESTIVAL SUPPLIES	1,323.00
Total :						1,323.00
173285	9/12/2023	105236 LONG BEACH ICE, INC.	273595		FOOD, WINE & BREW FESTIVAL SUPPL	771.50
Total :						771.50
173286	9/12/2023	112642 LOS ANGELES CITY LAW	T03-2018 A/B		FINAL SETTLEMENT	174,731.68
Total :						174,731.68
173287	9/12/2023	105279 LOS ANGELES TRUCK CENTERS LLC	XA220513176 XA220513308		STREET SWEEPING SUPPLIES STREET SWEEPING SUPPLIES	78.27 78.27
Total :						156.54
173288	9/12/2023	112607 LUMINATOR TECHNOLOGY GROUP INC	612988	037-10092	BUS SHOP SUPPLIES	8,209.00
Total :						8,209.00
173289	9/12/2023	112615 LU'S LIGHTHOUSE, INC.	01245837 01246763 01248026 01248047	037-10271 037-10271 037-10271 037-10271	GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES	256.85 77.90 243.57 161.86

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173289	9/12/2023	112615 112615 LU'S LIGHTHOUSE, INC.	(Continued)		Total :	740.18
173290	9/12/2023	113036 MANERI SIGN CO., INC.	40014723		SIGN - 18X24 "STREET SWEEPING"	820.69
					Total :	820.69
173291	9/12/2023	813030 MANNING & KASS	781282		LEGAL SERVICES	5,602.89
			781283		LEGAL SERVICES	2,340.00
					Total :	7,942.89
173292	9/12/2023	104841 MAR-CO EQUIPMENT COMPANY	195033	024-00980	STREET SWEEPER REPAIRS	7,216.42
					Total :	7,216.42
173293	9/12/2023	110306 MARIPOSA LANDSCAPES, INC	103678	024-00984	MEDIAN LANDSCAPE MAINTENANCE	8,864.00
					Total :	8,864.00
173294	9/12/2023	109292 MARTIN AUTO COLOR, INC.	3590650		GTRANS PARTS SUPPLIES	1,260.91
					Total :	1,260.91
173295	9/12/2023	107644 MARTINEZ, CHERYL NAOMI	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	4,400.00
					Total :	4,400.00
173296	9/12/2023	104773 MARTINEZ, KAMBY	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	4,840.00
					Total :	4,840.00
173297	9/12/2023	112631 MAYORAL, JUAN	1250		CATERING SERVICES - GTRANS	1,440.00
					Total :	1,440.00
173298	9/12/2023	113064 MCMASTER-CARR SUPPLY COMPANY	12283533		GTRANS SHOP SUPPLIES	71.15
			12289863		GTRANS SHOP SUPPLIES	55.74
			12529303		GTRANS SHOP SUPPLIES	67.10
			12684806		GTRANS SHOP SUPPLIES	422.95
			13223492		SEWER PROGRAM SUPPLIES	895.81
			99449211		GTRANS SHOP SUPPLIES	17.00
			99465417		GTRANS SHOP SUPPLIES	176.43
					Total :	1,706.18
173299	9/12/2023	112524 MDG ASSOCIATES, INC.	17746	023-01449	CDBG ADMINISTRATION - JULY 2023	3,861.00
			17747	032-00139	COMMERCIAL FACADE PROGRAM	980.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173299	9/12/2023	112524 112524 MDG ASSOCIATES, INC.	(Continued)		Total :	4,841.00
173300	9/12/2023	113299 MERRIMAC ENERGY GROUP	2226454	037-10260	87 OCTANE REGULAR UNLEADED FUE	36,241.72
			2226460	037-10260	87 OCTANE REGULAR UNLEADED FUE	37,031.85
			2226810	037-10260	87 OCTANE REGULAR UNLEADED FUE	37,505.80
					Total :	110,779.37
173301	9/12/2023	100078 MESSINA, BRIAN	SUMMER 2023		EDUCATIONAL REIMBURSEMENT	6,000.00
					Total :	6,000.00
173302	9/12/2023	108699 MEZIERE ENTERPRISES INC.	98054		ELECTRIC WATER PUMP	637.47
			98061		ELECTRIC WATER PUMP	605.14
					Total :	1,242.61
173303	9/12/2023	111604 MICRO ELECTRONICS, INC	12587141	023-01467	COMPUTER REPLACEMENT PARTS	3,554.83
			12608178	023-01466	COMPUTER REPLACEMENT PARTS	2,950.58
					Total :	6,505.41
173304	9/12/2023	112205 MILLIMETER MEDIA	230001		SUMMER BLOCK PARTY VIDEO SERVICE	450.00
					Total :	450.00
173305	9/12/2023	110824 MIXER INK LLC	104495	034-00614	JAZZ FESTIVAL MERCHANDISE	4,710.98
					Total :	4,710.98
173306	9/12/2023	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	184916		SERVICE AGREEMENT PLAN	135.00
			682449		PROPANE GAS	203.60
					Total :	338.60
173307	9/12/2023	105622 N/S CORPORATION	0117932	037-10279	GTRANS BUS WASH EQUIPMENT PART	2,066.89
			0118492	037-10249	GTRANS BUS WASH EQUIPMENT MAIN	586.00
					Total :	2,652.89
173308	9/12/2023	112634 NUNEZ, JULIO C.	082323		BUSINESS LICENSE FEE REFUND	172.00
					Total :	172.00
173309	9/12/2023	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	80074083		RANDOM TESTS	452.00
			80074365		RANDOM TESTS	432.00
			80142939		RANDOM TESTS	409.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173309	9/12/2023	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	(Continued)			
			80144446		RANDOM TEST	226.00
			80217283		RANDOM TESTS	50.00
			80217880		RANDOM TESTS	731.00
			80290875		RANDOM TESTS	389.00
			80292172		RANDOM TESTS	785.00
Total :						3,474.00
173310	9/12/2023	115168 OFFICE DEPOT	321665061		CD OFFICE SUPPLIES	67.48
			323820983		BUS OFFICE SUPPLIES	108.33
			323869749		BUS OFFICE SUPPLIES	82.79
			324200818		CM OFFICE SUPPLIES	26.66
			324200818-002		CM OFFICE SUPPLIES	34.38
			324227675		BUS OFFICE SUPPLIES	59.51
			324358044		FINANCE OFFICE SUPPLIES	191.87
			325451197		REC OFFICE SUPPLIES	273.74
			325555571		PD OFFICE SUPPLIES	477.06
			326117986		PD OFFICE SUPPLIES	152.97
			326118780		PD OFFICE SUPPLIES	78.71
			326192851		HR OFFICE SUPPLIES	212.73
			326443881		PD OFFICE SUPPLIES	81.57
			326446862		PD OFFICE SUPPLIES	262.37
			326526423		PD OFFICE SUPPLIES	15.42
			327048640		CD OFFICE SUPPLIES	253.53
			327079906		PD OFFICE SUPPLIES	200.62
			327660953		PD OFFICE SUPPLIES	66.24
			328090491		BUS OFFICE SUPPLIES	86.88
			328090746		BUS OFFICE SUPPLIES	32.19
			328850781		PD OFFICE SUPPLIES	236.30
Total :						3,001.35
173311	9/12/2023	111676 ONYX PAVING COMPANY INC.	23-053-01	024-00962	VERMONT AVE STREET IMPVTS, JN95	81,903.30
			23-057-1	024-00974	LOCAL STREETS IMPROVEMENT PRO.	119,177.50
Total :						201,080.80
173312	9/12/2023	115810 ORKIN PEST CONTROL	246476653		PEST CONTROL - ACCT #27336703	283.99
			247720985		PEST CONTROL - ACCT #27336703	283.99

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173312	9/12/2023	115810 ORKIN PEST CONTROL	(Continued) 247720986		PEST CONTROL - ACCT #27336703	283.99
					Total :	851.97
173313	9/12/2023	109890 OWUSU FAMILY CHILD CARE	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	4,400.00
					Total :	4,400.00
173314	9/12/2023	103673 PACIFIC PRODUCTS & SERVICE, LLC	32432		SIGNS/SIGNALS SUPPLIES	1,946.35
					Total :	1,946.35
173315	9/12/2023	111954 PAN PACIFIC ENVIRONMENTAL GRP	23-1066		STORMWATER DRAIN CLEANING SER\	1,950.00
					Total :	1,950.00
173316	9/12/2023	112189 PERFECT SCORE ATHLETIC, TRAINING CENT	08/07-08/30/23		GYMNASTICS INSTRUCTOR SERVICES	7,114.50
					Total :	7,114.50
173317	9/12/2023	307103 PETTY CASH FUND	082323		REPLENISH UUT PETTY CASH	792.90
					Total :	792.90
173318	9/12/2023	108600 PHOENIX GROUP INFORMATION, SYSTEMS	062023211 0720231211 072023211	035-01283 035-01283 035-01283	PARKING CONTRACT SERVICES - JUNI PARKING CONTRACT SERVICES - JULY PARKING CONTRACT SERVICES - JULY	8,832.26 9.12 6,351.71
					Total :	15,193.09
173319	9/12/2023	111883 PROJECT PARTNERS, INC.	11313 11367	024-00890 024-00890	PROJECT MANAGEMENT SERVICES PROJECT MANAGEMENT SERVICES	10,120.00 8,250.00
					Total :	18,370.00
173320	9/12/2023	106092 PRUDENTIAL OVERALL SUPPLY	42850759 42854517 42856052 42858210 42858211 42859703 42860158 42860160 42860161 42860162	034-00617 034-00617 037-10280 034-00616 034-00616 037-10280 034-00617 034-00616 034-00616 034-00616	CUSTODIAL SUPPLIES CUSTODIAL SUPPLIES UNIFORM & SUPPLY RENTAL UNIFORM & SUPPLY RENTAL SUPPLY RENTAL - MATS - GTRANS UNIFORM & SUPPLY RENTAL CUSTODIAL SUPPLIES UNIFORM & SUPPLY RENTAL SUPPLY RENTAL - MATS - GTRANS SUPPLY RENTAL - MATS- NCC	2,010.54 2,346.51 334.06 41.46 50.10 1,609.65 2,326.52 41.46 50.10 13.65

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173320	9/12/2023	106092 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			42860163	034-00616	SUPPLY RENTAL - MATS - CH	19.00
			42860164	034-00616	SUPPLY RENTAL - MATS - PD	91.60
			42860165	034-00616	SUPPLY RENTAL - MATS - HS	11.60
			42861745	037-10280	UNIFORM & SUPPLY RENTAL	334.06
			42862102	034-00616	UNIFORM & SUPPLY RENTAL	41.46
			42862103	034-00616	SUPPLY RENTAL - MATS - GTRANS	50.10
			42864873	034-00617	CUSTODIAL SUPPLIES	1,757.77
			42864875	034-00616	UNIFORM & SUPPLY RENTAL	41.46
			42864876	034-00616	SUPPLY RENTAL - MATS - GTRANS	50.10
			42864877	034-00616	SUPPLY RENTAL - MATS - NCC	13.65
			42864878	034-00616	SUPPLY RENTAL - MATS - CH	19.00
			42864879	034-00616	SUPPLY RENTAL - MATS - PD	91.60
			42864880	034-00616	SUPPLY RENTAL - MATS - HS	11.60
					Total :	11,357.05
173321	9/12/2023	116820 PSOMAS	199602	037-09987	CONSTRUCTION MGMT FOR CNG DES	2,851.75
					Total :	2,851.75
173322	9/12/2023	116575 PSYCHOLOGICAL CONSULTING, ASSOCIATES	526556		INDIVIDUAL PSYCHOTHERAPY	481.00
					Total :	481.00
173323	9/12/2023	107419 PULSAR	29238	037-10229	DESIGN AND BRANDING OF NEW ON-L	1,944.00
					Total :	1,944.00
173324	9/12/2023	104901 Q-20 ENTERTAINMENT	23-2309		DJ SERVICES - FOOD, WINE & BREW	1,000.00
					Total :	1,000.00
173325	9/12/2023	117603 QUALITY MEDICAL SERVICE	24262		BUS FIRST AID SUPPLIES	463.44
					Total :	463.44
173326	9/12/2023	102283 QUICK COLOR PRINTING	16068		GTRANS - BANNERS	1,323.00
					Total :	1,323.00
173327	9/12/2023	103907 QUINN COMPANY	WO810252284		PW SERVICE CALL	1,173.01
			WO810252285		PW SERVICE CALL	1,479.43
			WO810252397		PW SERVICE CALL	1,503.76

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173327	9/12/2023	103907 103907 QUINN COMPANY	(Continued)		Total :	4,156.20
173328	9/12/2023	100836 RESOURCE BUILDING MATERIALS	3652816		STREET MAINT SUPPLIES	31.70
			3654529		STREET MAINT SUPPLIES	787.19
			3654531		STREET MAINT SUPPLIES	405.72
			3654532		STREET MAINT SUPPLIES	405.72
			3654568		STREET MAINT SUPPLIES	405.72
					Total :	2,036.05
173329	9/12/2023	118476 RICOH USA, INC.	9032051943		RICOH MPC3503 COPIER LEASE - CD	236.10
			9032051949		RICOH MPC3503 COPIER LEASE - CM	246.46
			9032051954		RICOH PRO8100S COPIER BASE LEAS	738.33
			9032051955		RICOH PRO8100SE COPIER LEASE - PI	459.79
			9032051957		RICOH MPC3503 COPIER LEASE - CLEI	175.70
			9032087991		RICOH MPC3503 COPIER LEASE - CHIE	157.41
			9032088127		RICOH MPC6003 COPIER LEASE - PD S	259.91
			9032088130		RICOH MPC3503 COPIER LEASE - HS	153.85
			9032088155		RICOH MPC3503 COPIER LEASE - SR. I	204.62
			9032088199		RICOH MPC3503 COPIER LEASE - REC	187.53
			9032088201		RICOH MPC3503 COPIER LEASE - PW	165.00
			9032088204		RICOH MPC3503 COPIER LEASE - ADM	211.57
					Total :	3,196.27
173330	9/12/2023	112578 RIDECO US INC	2023-138US	037-10254	MICROTRANSIT SOFTWARE	5,000.00
					Total :	5,000.00
173331	9/12/2023	111867 RJM DESIGN GROUP	35883	024-00795	DESIGN & ENGINEERING - AQUATIC &	9,181.15
					Total :	9,181.15
173332	9/12/2023	100585 RKA CONSULTING GROUP	33643		ENGINEERING & SURVEYING SERVICE	280.00
			33843		ENGINEERING & SURVEYING SERVICE	770.00
					Total :	1,050.00
173333	9/12/2023	107146 ROADLINE PRODUCTS INC. U.S.A.	18919		STREET MAINT SUPPLIES	1,291.85
			19002		STREET MAINT SUPPLIES	546.13
					Total :	1,837.98
173334	9/12/2023	102988 RODRIGUEZ, DANNY	081023		MGMT ANNUAL HEALTH BENEFIT	286.64

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173334	9/12/2023	102988 102988 RODRIGUEZ, DANNY	(Continued)		Total :	286.64
173335	9/12/2023	119126 S.B.R.P.C.A.	04384	023-01469	FY 23-24 2ND QUARTER ASSESSMENT	616,413.75
					Total :	616,413.75
173336	9/12/2023	112557 SAASSOCIATES	VERMONT-01	024-00955	CONSULTANT SERVICES-MGMT & INSF	16,701.00
			VERMONT-02	024-00955	CONSULTANT SERVICES - MGMT & INS	23,191.75
					Total :	39,892.75
173337	9/12/2023	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC 146			TREE MAINT SUPPLIES	70.08
					Total :	70.08
173338	9/12/2023	119015 SAFETY-KLEEN CORPORATION	92375184	024-00985	PW CLARIFIER CLEANING SERVICES	3,475.51
					Total :	3,475.51
173339	9/12/2023	112327 SAMI'S REFEREES LLC	08/01-08/15/23		SPORT REFEREE SERVICES	1,480.00
					Total :	1,480.00
173340	9/12/2023	108654 SECTRAN SECURITY INC.	23080826		ARMORED TRANSPORTATION SERVICE	799.18
			23080827		ARMORED TRANSPORTATION SERVICE	238.67
					Total :	1,037.85
173341	9/12/2023	110731 SHAW HR CONSULTING, INC	007860		PROFESSIONAL SERVICES	752.00
			009049		PROFESSIONAL SERVICES	665.00
					Total :	1,417.00
173342	9/12/2023	106050 SHEHATA, AMY	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	3,960.00
					Total :	3,960.00
173343	9/12/2023	106050 SHEHATA, AMY	AUGUST 2023		CHILD CARE PROVIDER	1,601.00
					Total :	1,601.00
173344	9/12/2023	119233 SHERWIN-WILLIAMS CO.	3486-0		STREET MAINT SUPPLIES	573.02
			3882-0		STREET MAINT SUPPLIES	524.26
					Total :	1,097.28
173345	9/12/2023	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8095161	035-01282	2016 FORD INTRCPTR #1488059 SERVI	2,557.27
			8095417	035-01282	2018 FORD INTRCPTR #1554880 SERVI	179.11

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173345	9/12/2023	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	(Continued)			
			8095474	035-01282	2021 FORD INTRCPTR SERVICE & REP	496.27
			8095486	035-01282	2018 FORD INTRCPTR #1554895 SERVI	766.16
			8095499	035-01282	2016 FORD INTRCPTR #1488054 SERVI	1,041.88
			8095539	035-01282	2020 FORD INTRCPTR #1591741 BATTE	305.41
			8095664	035-01282	2017 FORD INTRCPTR #1368929 SERVI	146.65
			8095665	035-01282	2016 FORD INTRCPTR #1488054 SERVI	343.41
			8095687	035-01282	2018 FORD INTRCPTR #1554675 SERVI	1,550.38
					Total :	7,386.54
173346	9/12/2023	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	2,640.00
					Total :	2,640.00
173347	9/12/2023	119378 SMARDAN SUPPLY CO.	S3980722		BUS FACILITY MAINT SUPPLIES	174.92
			S3988722		BLDG MAINT SUPPLIES	1,993.97
			S3992862		BUS FACILITY MAINT SUPPLIES	4.07
					Total :	2,172.96
173348	9/12/2023	109531 SMILLIN, MAGE	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	3,960.00
					Total :	3,960.00
173349	9/12/2023	119359 SOUTH BAY CITIES COUNCIL, OF GOVERNME 2023-2024		020-00046	ANNUAL MEMBERSHIP DUES FY 2023-	27,194.00
					Total :	27,194.00
173350	9/12/2023	119447 SOUTH BAY FORD	448981		PW AUTO PARTS	139.05
					Total :	139.05
173351	9/12/2023	112633 SOUTH BAY KUSTOMZ, LLC	13494		2022 FORD P23 BRAKE PAD & ROTOR I	1,428.92
			13495		2022 FORD EXPLORER P04 SERVICE &	76.83
			13496		2022 FORD EXPLORER P15 BRAKE SEI	1,206.68
					Total :	2,712.43
173352	9/12/2023	619003 SOUTHERN CALIFORNIA EDISON	082923		LIGHT & POWER	75,193.52
					Total :	75,193.52
173353	9/12/2023	619006 SOUTHERN CALIFORNIA EDISON	511501	024-00978	PEDESTRIAN CROSSWALK PROJECT, I	4,658.29
					Total :	4,658.29

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173354	9/12/2023	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	188814		BUS AUTOMOTIVE FLUIDS	2,216.80
Total :						2,216.80
173355	9/12/2023	108238 SPARKLETTS	14211220 080923		DRINKING WATER FILTRATION SYSTEM	42.99
			15638236 081123		DRINKING WATER FILTRATION SYSTEM	43.00
Total :						85.99
173356	9/12/2023	111778 SPCALA	072023	032-00143	ANIMAL SHELTER SERVICES	9,143.75
Total :						9,143.75
173357	9/12/2023	104126 SPECTRUM	0851122081223		CABLE SERVICES - PD	83.54
Total :						83.54
173358	9/12/2023	119010 STAPLES ADVANTAGE	3544192186		PW OFFICE SUPPLIES	48.25
			3545374822		PW OFFICE SUPPLIES	16.09
			3545374823		PW OFFICE SUPPLIES	199.55
			3545374824		PW OFFICE SUPPLIES	418.82
Total :						682.71
173359	9/12/2023	104106 SWARCO MCCAIN, INC.	INV0274185	024-00986	SIGNS/SIGNALS SUPPLIES	11,836.11
			INV0274592	024-00986	SIGNS/SIGNALS SUPPLIES	19,122.62
Total :						30,958.73
173360	9/12/2023	110877 TAYLORING MINDS FAMILY CHILD, CARE	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	1,320.00
Total :						1,320.00
173361	9/12/2023	110238 TIREHUB, LLC	36280827		TIRES - BR ALENZA SPORT AS BW 106	484.00
			36458169		TIRES - GY ASSUR ALL SEASON BW 10	407.34
			36589003		TIRES - GY EAGLE RS A POLICE BW 10	801.41
Total :						1,692.75
173362	9/12/2023	109775 TOMS TRUCK CENTER NORTH COUNTY	1311890		GTRANS AUTO PARTS	408.68
			1312051		GTRANS AUTO PARTS	42.30
Total :						450.98
173363	9/12/2023	104806 TOYOTA LIFT OF L.A.	PSI-0370158		GTRANS AUTO PARTS	15.38
			PSI-0370368		GTRANS AUTO PARTS	49.96

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173363	9/12/2023	104806 104806 TOYOTA LIFT OF L.A.	(Continued)		Total :	65.34
173364	9/12/2023	106018 TRANE U.S. INC.	14912058		GTRANS MAINT SUPPLIES	125.07
			15007039		BUS FACILITY MAINT SUPPLIES	868.96
					Total :	994.03
173365	9/12/2023	105959 TRANSITTALENT.COM, LLC	1392308		RECRUITMENT AD - ON-DEMAND TRAN	270.00
					Total :	270.00
173366	9/12/2023	111481 TRIO COMMUNITY MEALS, LLC	INV2230033188	034-00584	SENIOR FEEDING PROGRAM	6,238.00
			INV2230033277	034-00584	SENIOR FEEDING PROGRAM	7,192.95
					Total :	13,430.95
173367	9/12/2023	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	FCC 08/22/23		CAL CARD STATEMENT 07/25-08/22/23	4,750.49
			MACIEL 7/24/23		CAL CARD STATEMENT 07/25-08/22/23	10,024.54
				035-01275		
			ROMERO 08/22/23		CAL CARD STATEMENT 07/25-08/22/23	149.66
			TSUJIUCHI 08/22/23		CAL CARD STATEMENT 07/25-08/22/23	946.49
					Total :	15,871.18
173368	9/12/2023	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BEEMAN 08/22/23		CAL CARD STATEMENT 07/25-08/22/23	16.79
			CRESPO 08/22/23		CAL CARD STATEMENT 07/25-08/22/23	2,181.89
			FINANCE 08/22/23		CAL CARD STATEMENT 07/25-08/22/23	5,283.24
			HR 08/22/23		CAL CARD STATEMENT 07/25-08/22/23	1,211.63
			OROZCO 7/24/23		CAL CARD STATEMENT 06/23-07/24/23	4,456.27
			PD TRAINING 7/24/23		CAL CARD STATEMENT 06/23-07/24/23	1,897.44
			PD TRAINING2 7/24/23		CAL CARD STATEMENT 06/23-07/24/23	7,489.56
				035-01278		
			PD TRAINING3 7/24/23		CAL CARD STATEMENT 06/23-07/24/23	2,276.98
			PD TRAINING4 7/24/23		CAL CARD STATEMENT 06/23-07/24/23	3,514.96
			PYNN 08/22/23		CAL CARD STATEMENT 07/25-08/22/23	2,516.98
			RIGG 08/22/23		CAL CARD STATEMENT 07/25-08/22/23	16.79
			V.OSORIO 07/24/23		CAL CARD STATEMENT 06/23-07/24/23	3,529.32
					Total :	34,391.85
173369	9/12/2023	102603 UGALDE, JESUS	SPRING 2023		EDUCATIONAL REIMBURSEMENT	388.08
					Total :	388.08

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173370	9/12/2023	104692 ULINE	167069773	034-00607	REC PROGRAM SUPPLIES	4,574.18
			167301178	024-00982	PW PROGRAM SUPPLIES	2,454.75
			167312494		BUS SHOP SUPPLIES	386.25
					Total :	7,415.18
173371	9/12/2023	103227 UNIPLAN ENGINEERING, INC.	800154-01	024-00981	DESIGN & CMI SERVICES-LOCAL STRE	16,212.00
					Total :	16,212.00
173372	9/12/2023	119825 UNITED ROTARY BRUSH CORP.	CI300850	024-00979	STREET SWEEPER SUPPLIES	2,928.24
					Total :	2,928.24
173373	9/12/2023	105549 VALDEZ, MATILDE	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	4,400.00
					Total :	4,400.00
173374	9/12/2023	105316 VECTOR RESOURCES, INC.	97788	023-01465	PD PROJECT - CABLING SERVICES	9,982.09
					Total :	9,982.09
173375	9/12/2023	122050 VERIZON WIRELESS	9941702447		PW CELL PHONE SERVICE	976.62
					Total :	976.62
173376	9/12/2023	122435 VISTA PAINT CORPORATION	2023-128177-00		STREET MAINT SUPPLIES	678.99
			2023-999390-00		GTRANS FACILITY SUPPLIES	45.10
			2023-999406-00		GTRANS FACILITY SUPPLIES	-45.10
					Total :	678.99
173377	9/12/2023	111719 WALLACE & ASSOCIATES, CONSULTING, INC	18677	024-00870	FIRE STATION ROOF REPLACEMENT, J	1,860.00
			18678	037-10212	DISPATCH REMODELING PROJECT, JN	13,890.00
					Total :	15,750.00
173378	9/12/2023	108353 WALTERS WHOLESALE ELECTRIC CO	S123076440		BLDG MAINT SUPPLIES	372.66
			S123719130		GTRANS MAINT SUPPLIES	255.11
			S123768637		BLDG MAINT SUPPLIES	204.34
			S123775881		BLDG MAINT SUPPLIES	186.32
					Total :	1,018.43
173379	9/12/2023	100107 WAYNE ELECTRIC CO.	210888		GTRANS AUTO PARTS	2,188.46
					Total :	2,188.46

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173380	9/12/2023	112314 WESTERN ALLIED CORPORATION	910519		PW SERVICE ORDER	1,680.00
			911205	024-00959	EMERGENCY REPAIRS- CH BLDG CHIL	25,870.56
					Total :	27,550.56
173381	9/12/2023	110370 WESTERN COLLISION CENTER, INC	1115	035-01280	2022 FORD INTRCPTR #1630458 BODY	9,272.47
			1117	035-01280	2017 FORD EXPLR #1368929 BODY REI	6,898.96
			1119	035-01280	2022 FORD INTRCPTR #1630457 BODY	895.78
			1120	035-01280	2014 FORD EXPLR #1442350 BODY REI	8,426.86
			1121	035-01280	2017 FORD EXPLR #1488142 BODY REI	1,865.96
					Total :	27,360.03
173382	9/12/2023	125001 YAMADA COMPANY, INC.	83292		PARK MAINT SUPPLIES	95.22
			83346		PARK MAINT SUPPLIES	45.94
			83347		TREE PROGRAM SUPPLIES	135.93
			83354		PARK MAINT SUPPLIES	89.68
			83357		PARK MAINT SUPPLIES	31.27
			83366		PARK MAINT SUPPLIES	105.65
			83379		PARK MAINT SUPPLIES	96.21
			83413		PARK MAINT SUPPLIES	161.51
			83414		PARK MAINT SUPPLIES	19.50
					Total :	780.91
173383	9/12/2023	107051 ZAVALETA, MARITZA	AB 110 SUPPLEMENTAL		CHILD CARE PROVIDER	2,200.00
					Total :	2,200.00
268 Vouchers for bank code : usb						Bank total : 4,471,183.59
268 Vouchers in this report						Total vouchers : 4,471,183.59

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
---------	------	--------	---------	------	---------------------	--------

CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 30 inclusive of the check register are accurate and funds are available for payment thereof.

By: 
Director of Administrative Services

This is to certify that the claims or demands covered by checks listed on pages 1 to 30 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

_____	<u>09/12/2023</u>
Mayor	Date

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date

Acknowledged:

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date

MEMORANDUM

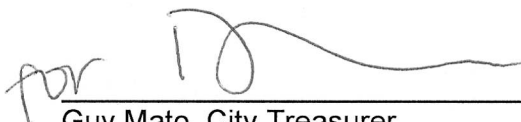
TO: Honorable Mayor and City Council
FROM: City Treasurer's Office
DATE: September 7, 2023
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

September 12, 2023 TOTAL WARRANTS ISSUED: \$4,471,183.59

Wire Transfer: 12521-12540
Prepay: 173136-173145
Check Numbers: 173146-173383
Checks Voided:

Total Pages of Register: 30

August 25, 2023 TOTAL PAYROLL ISSUED: \$2,311,407.97
September 8, 2023 TOTAL PAYROLL ISSUED: \$1,814,753.74

for 

Guy Mato, City Treasurer

cc: City Clerk



CITY of GARDENA

Report No. P-2023-14

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

1. Request City Council approval to revise the City's Classification and Compensation Plan to reflect an increase of 5.59% salary increase to the Unrepresented Police Manager Classifications. The increase addresses compaction caused by contractual increases to the Gardena Police Officers Association (GPOA), effective June 25, 2023. *Attachment 1*
2. Request City Council approval to revise the City's Classification and Compensation Plan to add the new classification of Communications Liaison Officer to Schedule 57 (\$6,828 - \$8,713/month). This position will be located in the Elected and City Manager's Offices. *Job Description attached. Attachment 2*
3. Report the new appointment of the following individuals:
 - a. **NICOLA HOWARD** to the position of Recreation and Human Services Manager, Schedule 126 (\$8,776 - \$11,201/month), in the Recreation and Human Services Department, effective September 1, 2023.
 - b. **GUADALUPE ZENDEJAS** to the position of Community Center Coordinator, Schedule 42 (\$4,713 - \$6,015/month), in the Recreation and Human Services Department, effective September 1, 2023.
4. Report the Separation of the following individuals:
 - a. **TOMMY TRAN**, Police Officer with the Police Department, effective August 17, 2023. Mr. Tran provided two (2) months of service to the City.
 - b. **ANTHONY FERNANDEZ**, Police Officer with the Police Department, effective August 21, 2023. Mr. Fernandez provided seven (7) months of service to the City.
 - c. **LILIANA MARTINEZ**, Transit Marketing Coordinator with the Transportation Department, effective August 23, 2023. Ms. Martinez provided 1.6 years of service to the City.
 - d. **MICHAEL RIVERA**, Human Resources Coordinator with the Administrative Services Department, effective August 24, 2023. Mr. Rivera provided six (6) months of service to the City.
5. Report the leave of the following individuals under the Family Medical Leave Act / California Family Rights Act (FMLA/CFRA):
 - a. Police Officer, **JASMINE ZARAGOZA**, of the Police Department, effective July 24, 2023.
 - b. Police Sergeant, **RAUL ALARCON**, of the Police Department, effective August 3, 2023.

- c. Custodian II, **VINCENT STEIB**, of the Recreation and Human Services Department, effective August 5, 2023.
 - d. Police Officer, **AUSTIN PENNELLA**, of the Police Department, effective August 9, 2023.
6. Report the Recruitment for the Open/Competitive position of Geriatric Aide (Recreation and Human Services Department). This recruitment is open until filled.
 7. Report the Recruitment for the Open/Competitive position of Police Officer/Lateral (Police Department). This is a continuous recruitment.
 8. Report the Recruitment for the Open/Competitive position of Police Trainee (Police Department). This is a continuous recruitment.
 9. Report the Recruitment for the Open/Competitive position of Recreation Leader I/II (Recreation and Human Services Department). This is a continuous recruitment.
 10. Report the Recruitment for the Open/Competitive position of Relief Bus Operator Trainee (Transportation Department). This is a continuous recruitment.
 11. Report the Recruitment for the Open/Competitive position of Transit Mechanic (Transportation Department). This recruitment is open until filled.
 12. Report the Recruitment for the Open/Competitive position of Transit Training and Safety Supervisor (Transportation Department). This recruitment is open until filled.
 13. Report the Recruitment for the Open/Competitive position of Transit Transportation Operations Supervisor (Transportation Department). This recruitment is open until filled.

**CITY OF GARDENA
CLASSIFICATION AND COMPENSATION PLAN
EFFECTIVE SEPTEMBER 12, 2023**

Schedule 227, 231 - Increase per Employment Contract; increase effective June 25, 2023

Add New Classification: Communications Liaison Officer to Schedule 57

	6 Clerical Aide I 6 Police Aide		
STEP	*4*	*5*	*6*
ANNUAL	31,152.00	32,712.00	34,344.00
MONTHLY	2,596.00	2,726.00	2,862.00
BI-WEEKLY	1,198.15	1,258.15	1,320.92
HOURLY	14.9769	15.7269	16.5115

	7 Peer Advocate Counselor II 7 Storeroom Aide		
STEP			*6*
ANNUAL			33,552.00
MONTHLY			2,796.00
BI-WEEKLY			1,290.46
HOURLY			16.1308

	8 Community Aide I		
STEP		*5*	*6*
ANNUAL		32,748.00	34,380.00
MONTHLY		2,729.00	2,865.00
BI-WEEKLY		1,259.54	1,322.31
HOURLY		15.7442	16.5288

	13		
STEP		*5*	*6*
ANNUAL		33,600.00	35,280.00
MONTHLY		2,800.00	2,940.00
BI-WEEKLY		1,292.31	1,356.92
HOURLY		16.1538	16.9615

	14 Pool Cashier		
STEP	*4*	*5*	*6*
ANNUAL	32,808.00	34,452.00	36,180.00
MONTHLY	2,734.00	2,871.00	3,015.00
BI-WEEKLY	1,261.85	1,325.08	1,391.54
HOURLY	15.7731	16.5635	17.3942

	15		
STEP	*4*	*5*	*6*
ANNUAL	33,624.00	35,304.00	37,068.00
MONTHLY	2,802.00	2,942.00	3,089.00
BI-WEEKLY	1,293.23	1,357.85	1,425.69
HOURLY	16.1654	16.9731	17.8212

		16				
STEP			*3*	*4*	*5*	*6*
ANNUAL			32,832.00	34,476.00	36,204.00	38,016.00
MONTHLY			2,736.00	2,873.00	3,017.00	3,168.00
BI-WEEKLY			1,262.77	1,326.00	1,392.46	1,462.15
HOURLY			15.7846	16.5750	17.4058	18.2769

		17 Clerk Typist				
STEP			*3*	*4*	*5*	*6*
ANNUAL			33,660.00	35,340.00	37,104.00	38,964.00
MONTHLY			2,805.00	2,945.00	3,092.00	3,247.00
BI-WEEKLY			1,294.62	1,359.23	1,427.08	1,498.62
HOURLY			16.1827	16.9904	17.8385	18.7327

				18			
STEP			*2*	*3*	*4*	*5*	*6*
ANNUAL			32,856.00	34,500.00	36,228.00	38,040.00	39,948.00
MONTHLY			2,738.00	2,875.00	3,019.00	3,170.00	3,329.00
BI-WEEKLY			1,263.69	1,326.92	1,393.38	1,463.08	1,536.46
HOURLY			15.7962	16.5865	17.4173	18.2885	19.2058

																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											</
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	----

						20					
STEP	*1*	*2*		*3*			*4*		*5*		*6*
ANNUAL	32,868.00	34,512.00		36,240.00			38,052.00		39,960.00		41,964.00
MONTHLY	2,739.00	2,876.00		3,020.00			3,171.00		3,330.00		3,497.00
BI-WEEKLY	1,264.15	1,327.38		1,393.85			1,463.54		1,536.92		1,614.00
HOURLY	15.8019	16.5923		17.4231			18.2942		19.2115		20.1750

21 Police Cadet						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	33,684.00	35,364.00	37,128.00	38,988.00	40,932.00	42,984.00
MONTHLY	2,807.00	2,947.00	3,094.00	3,249.00	3,411.00	3,582.00
BI-WEEKLY	1,295.54	1,360.15	1,428.00	1,499.54	1,574.31	1,653.23
HOURLY	16.1942	17.0019	17.8500	18.7442	19.6788	20.6654

						22 FCC Program Assistant I						
						22 Geriatric Aide						
						22 Human Services Aide						
						22 Lifeguard/Instructor						
						22 Recreation Leader I						
STEP							*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL							34,524.00	36,252.00	38,064.00	39,972.00	41,976.00	44,076.00
MONTHLY							2,877.00	3,021.00	3,172.00	3,331.00	3,498.00	3,673.00
BI-WEEKLY							1,327.85	1,394.31	1,464.00	1,537.38	1,614.46	1,695.23
HOURLY							16.5981	17.4288	18.3000	19.2173	20.1808	21.1904

23 Community Aide II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	35,388.00	37,152.00	39,012.00	40,968.00	43,020.00	45,168.00
MONTHLY	2,949.00	3,096.00	3,251.00	3,414.00	3,585.00	3,764.00
BI-WEEKLY	1,361.08	1,428.92	1,500.46	1,575.69	1,654.62	1,737.23
HOURLY	17.0135	17.8615	18.7558	19.6962	20.6827	21.7154

24

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	36,276.00	38,088.00	39,996.00	42,000.00	44,100.00	46,308.00
MONTHLY	3,023.00	3,174.00	3,333.00	3,500.00	3,675.00	3,859.00
BI-WEEKLY	1,395.23	1,464.92	1,538.31	1,615.38	1,696.15	1,781.08
HOURLY	17.4404	18.3115	19.2288	20.1923	21.2019	22.2635

25

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	37,188.00	39,048.00	41,004.00	43,056.00	45,204.00	47,460.00
MONTHLY	3,099.00	3,254.00	3,417.00	3,588.00	3,767.00	3,955.00
BI-WEEKLY	1,430.31	1,501.85	1,577.08	1,656.00	1,738.62	1,825.38
HOURLY	17.8788	18.7731	19.7135	20.7000	21.7327	22.8173

26 Pool Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	38,112.00	40,020.00	42,024.00	44,124.00	46,332.00	48,648.00
MONTHLY	3,176.00	3,335.00	3,502.00	3,677.00	3,861.00	4,054.00
BI-WEEKLY	1,465.85	1,539.23	1,616.31	1,697.08	1,782.00	1,871.08
HOURLY	18.3231	19.2404	20.2038	21.2135	22.2750	23.3885

27

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	39,060.00	41,016.00	43,068.00	45,216.00	47,472.00	49,848.00
MONTHLY	3,255.00	3,418.00	3,589.00	3,768.00	3,956.00	4,154.00
BI-WEEKLY	1,502.31	1,577.54	1,656.46	1,739.08	1,825.85	1,917.23
HOURLY	18.7788	19.7192	20.7058	21.7385	22.8231	23.9654

28 Certified Nursing Assistant**28 Meal Services Coordinator****28 Police Assistant****28 Recreation Leader II**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	40,032.00	42,036.00	44,136.00	46,344.00	48,660.00	51,096.00
MONTHLY	3,336.00	3,503.00	3,678.00	3,862.00	4,055.00	4,258.00
BI-WEEKLY	1,539.69	1,616.77	1,697.54	1,782.46	1,871.54	1,965.23
HOURLY	19.2462	20.2096	21.2192	22.2808	23.3942	24.5654

29 Account Clerk**29 Customer Service Clerk I****29 Printing & Technology Intern****29 Recreation Therapist**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	41,028.00	43,080.00	45,240.00	47,508.00	49,884.00	52,380.00
MONTHLY	3,419.00	3,590.00	3,770.00	3,959.00	4,157.00	4,365.00
BI-WEEKLY	1,578.00	1,656.92	1,740.00	1,827.23	1,918.62	2,014.62
HOURLY	19.7250	20.7115	21.7500	22.8404	23.9827	25.1827

30 Custodian I
30 FCC Education Assistant II
30 FCC Program Assistant II
30 Office Specialist

	1	*2*	*3*	*4*	*5*	*6*
ANNUAL	42,048.00	44,148.00	46,356.00	48,672.00	51,108.00	53,664.00
MONTHLY	3,504.00	3,679.00	3,863.00	4,056.00	4,259.00	4,472.00
BI-WEEKLY	1,617.23	1,698.00	1,782.92	1,872.00	1,965.69	2,064.00
HOURLY	20.2154	21.2250	22.2865	23.4000	24.5712	25.8000

31 On-Demand (Micro/Paratransit) Operator
31 Paratransit Driver

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	43,104.00	45,264.00	47,532.00	49,908.00	52,404.00	55,020.00
MONTHLY	3,592.00	3,772.00	3,961.00	4,159.00	4,367.00	4,585.00
BI-WEEKLY	1,657.85	1,740.92	1,828.15	1,919.54	2,015.54	2,116.15
HOURLY	20.7231	21.7615	22.8519	23.9942	25.1942	26.4519

32 Home Improvement Maintenance Helper
32 Right-of-Way Maintenance Worker

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	44,184.00	46,392.00	48,708.00	51,144.00	53,700.00	56,388.00
MONTHLY	3,682.00	3,866.00	4,059.00	4,262.00	4,475.00	4,699.00
BI-WEEKLY	1,699.38	1,784.31	1,873.38	1,967.08	2,065.38	2,168.77
HOURLY	21.2423	22.3038	23.4173	24.5885	25.8173	27.1096

33 Customer Service Clerk II
33 Equipment Utility Worker I
33 Public Safety Officer
33 Relief Bus Operator Trainee

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	45,288.00	47,556.00	49,932.00	52,428.00	55,044.00	57,792.00
MONTHLY	3,774.00	3,963.00	4,161.00	4,369.00	4,587.00	4,816.00
BI-WEEKLY	1,741.85	1,829.08	1,920.46	2,016.46	2,117.08	2,222.77
HOURLY	21.7731	22.8635	24.0058	25.2058	26.4635	27.7846

34 Custodian II
34 Graffiti Technician
34 On-Demand Transit Dispatcher
34 Paratransit Dispatcher
34 Park Maintenance Worker I

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	46,416.00	48,732.00	51,168.00	53,724.00	56,412.00	59,232.00
MONTHLY	3,868.00	4,061.00	4,264.00	4,477.00	4,701.00	4,936.00
BI-WEEKLY	1,785.23	1,874.31	1,968.00	2,066.31	2,169.69	2,278.15
HOURLY	22.3154	23.4288	24.6000	25.8288	27.1212	28.4769

35 Community Aide III
35 Help Desk Technician
35 Street Maintenance Worker

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	47,580.00	49,956.00	52,452.00	55,080.00	57,840.00	60,732.00
MONTHLY	3,965.00	4,163.00	4,371.00	4,590.00	4,820.00	5,061.00
BI-WEEKLY	1,830.00	1,921.38	2,017.38	2,118.46	2,224.62	2,335.85
HOURLY	22.8750	24.0173	25.2173	26.4808	27.8077	29.1981

36 Intermediate Clerk Typist						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	48,768.00	51,204.00	53,760.00	56,448.00	59,268.00	62,232.00
MONTHLY	4,064.00	4,267.00	4,480.00	4,704.00	4,939.00	5,186.00
BI-WEEKLY	1,875.69	1,969.38	2,067.69	2,171.08	2,279.54	2,393.54
HOURLY	23.4462	24.6173	25.8462	27.1385	28.4942	29.9192

37 Nutrition Services Coordinator

37 Relief Bus Operator						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	49,992.00	52,488.00	55,116.00	57,876.00	60,768.00	63,804.00
MONTHLY	4,166.00	4,374.00	4,593.00	4,823.00	5,064.00	5,317.00
BI-WEEKLY	1,922.77	2,018.77	2,119.85	2,226.00	2,337.23	2,454.00
HOURLY	24.0346	25.2346	26.4981	27.8250	29.2154	30.6750

38 Activity Coordinator

38 Equipment Utility Worker II

38 Homeless Coordinator

38 Police Records Technician I

38 Police Service Technician

38 Purchasing Clerk

38 Senior Account Clerk

38 Senior Clerk Typist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	51,240.00	53,808.00	56,496.00	59,316.00	62,280.00	65,400.00
MONTHLY	4,270.00	4,484.00	4,708.00	4,943.00	5,190.00	5,450.00
BI-WEEKLY	1,970.77	2,069.54	2,172.92	2,281.38	2,395.38	2,515.38
HOURLY	24.6346	25.8692	27.1615	28.5173	29.9423	31.4423

39 Apprentice Mechanic

39 Home Improvement Lead Person

39 Park Maintenance Worker II

39 Records Management Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	52,524.00	55,152.00	57,912.00	60,804.00	63,840.00	67,032.00
MONTHLY	4,377.00	4,596.00	4,826.00	5,067.00	5,320.00	5,586.00
BI-WEEKLY	2,020.15	2,121.23	2,227.38	2,338.62	2,455.38	2,578.15
HOURLY	25.2519	26.5154	27.8423	29.2327	30.6923	32.2269

40 Engineering Aide

40 FCC Education Assistant III

40 FCC Program Assistant III

40 Public Works Coordinator

40 Sr. Transit Utility Specialist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	53,832.00	56,520.00	59,352.00	62,316.00	65,436.00	68,712.00
MONTHLY	4,486.00	4,710.00	4,946.00	5,193.00	5,453.00	5,726.00
BI-WEEKLY	2,070.46	2,173.85	2,282.77	2,396.77	2,516.77	2,642.77
HOURLY	25.8808	27.1731	28.5346	29.9596	31.4596	33.0346

41 Deputy City Clerk I
41 Permit/Licensing Technician I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	55,176.00	57,936.00	60,828.00	63,864.00	67,056.00	70,404.00
MONTHLY	4,598.00	4,828.00	5,069.00	5,322.00	5,588.00	5,867.00
BI-WEEKLY	2,122.15	2,228.31	2,339.54	2,456.31	2,579.08	2,707.85
HOURLY	26.5269	27.8538	29.2442	30.7038	32.2385	33.8481

42 Community Center Coordinator
42 Community Services Officer
42 Human Services Coordinator
42 Police Records Technician II
42 Police Service Officer
42 Recreation Coordinator
42 Secretary
42 Tree Trimmer I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	56,556.00	59,388.00	62,352.00	65,472.00	68,748.00	72,180.00
MONTHLY	4,713.00	4,949.00	5,196.00	5,456.00	5,729.00	6,015.00
BI-WEEKLY	2,175.23	2,284.15	2,398.15	2,518.15	2,644.15	2,776.15
HOURLY	27.1904	28.5519	29.9769	31.4769	33.0519	34.7019

43 Administrative Aide
43 Building Maintenance Worker
43 Cement Finisher
43 Human Resources / Department Coordinator
43 Payroll / Personnel Technician
43 Senior Citizens Social Services Coordinator
43 Transit Maintenance Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	57,972.00	60,876.00	63,924.00	67,116.00	70,476.00	74,004.00
MONTHLY	4,831.00	5,073.00	5,327.00	5,593.00	5,873.00	6,167.00
BI-WEEKLY	2,229.69	2,341.38	2,458.62	2,581.38	2,710.62	2,846.31
HOURLY	27.8712	29.2673	30.7327	32.2673	33.8827	35.5788

44 Administrative Secretary
44 Building Aide
44 Building/Planning Technician
44 Permit/Licensing Technician II
44 Sewer Maintenance Worker
44 Tree Trimmer II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	59,424.00	62,400.00	65,520.00	68,796.00	72,240.00	75,852.00
MONTHLY	4,952.00	5,200.00	5,460.00	5,733.00	6,020.00	6,321.00
BI-WEEKLY	2,285.54	2,400.00	2,520.00	2,646.00	2,778.46	2,917.38
HOURLY	28.5692	30.0000	31.5000	33.0750	34.7308	36.4673

45 Street Sweeper Operator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	60,912.00	63,960.00	67,164.00	70,524.00	74,052.00	77,760.00
MONTHLY	5,076.00	5,330.00	5,597.00	5,877.00	6,171.00	6,480.00
BI-WEEKLY	2,342.77	2,460.00	2,583.23	2,712.46	2,848.15	2,990.77
HOURLY	29.2846	30.7500	32.2904	33.9058	35.6019	37.3846

46 Heavy Equipment Operator**46 Street Traffic Painter**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	62,436.00	65,556.00	68,832.00	72,276.00	75,888.00	79,680.00
MONTHLY	5,203.00	5,463.00	5,736.00	6,023.00	6,324.00	6,640.00
BI-WEEKLY	2,401.38	2,521.38	2,647.38	2,779.85	2,918.77	3,064.62
HOURLY	30.0173	31.5173	33.0923	34.7481	36.4846	38.3077

47 Equipment Mechanic**47 Graphics Technician****47 Maintenance Painter****47 Senior Building Maintenance Worker****47 Transit Mechanic****47 Transit Parts/Storeroom Coordinator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	63,996.00	67,200.00	70,560.00	74,088.00	77,796.00	81,684.00
MONTHLY	5,333.00	5,600.00	5,880.00	6,174.00	6,483.00	6,807.00
BI-WEEKLY	2,461.38	2,584.62	2,713.85	2,849.54	2,992.15	3,141.69
HOURLY	30.7673	32.3077	33.9231	35.6192	37.4019	39.2712

48 Custodian-Lead**48 Financial Services Technician****48 Human Resources Technician****48 Junior Accountant**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	65,592.00	68,868.00	72,312.00	75,924.00	79,716.00	83,700.00
MONTHLY	5,466.00	5,739.00	6,026.00	6,327.00	6,643.00	6,975.00
BI-WEEKLY	2,522.77	2,648.77	2,781.23	2,920.15	3,066.00	3,219.23
HOURLY	31.5346	33.1096	34.7654	36.5019	38.3250	40.2404

49 Administrative Analyst I**49 Community Services Counselor****49 Program Coordinator****49 Recreation Supervisor**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	67,236.00	70,596.00	74,124.00	77,832.00	81,720.00	85,812.00
MONTHLY	5,603.00	5,883.00	6,177.00	6,486.00	6,810.00	7,151.00
BI-WEEKLY	2,586.00	2,715.23	2,850.92	2,993.54	3,143.08	3,300.46
HOURLY	32.3250	33.9404	35.6365	37.4192	39.2885	41.2558

50 Case Management Supervisor/Instructor**50 Transit Dispatcher/Operations Assistant**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	68,916.00	72,360.00	75,984.00	79,788.00	83,772.00	87,960.00
MONTHLY	5,743.00	6,030.00	6,332.00	6,649.00	6,981.00	7,330.00
BI-WEEKLY	2,650.62	2,783.08	2,922.46	3,068.77	3,222.00	3,383.08
HOURLY	33.1327	34.7885	36.5308	38.3596	40.2750	42.2885

51 Electrical/Signal Technician I
51 Emergency Preparedness Coordinator
51 Engineering Technician
51 Executive Assistant to Chief of Police
51 General Building Inspector
51 Information Technology Coordinator
51 Lead Equipment Mechanic
51 Lead Mechanic

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	70,644.00	74,172.00	77,880.00	81,780.00	85,872.00	90,168.00
MONTHLY	5,887.00	6,181.00	6,490.00	6,815.00	7,156.00	7,514.00
BI-WEEKLY	2,717.08	2,852.77	2,995.38	3,145.38	3,302.77	3,468.00
HOURLY	33.9635	35.6596	37.4423	39.3173	41.2846	43.3500

52 Payroll Specialist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	72,408.00	76,032.00	79,836.00	83,832.00	88,020.00	92,424.00
MONTHLY	6,034.00	6,336.00	6,653.00	6,986.00	7,335.00	7,702.00
BI-WEEKLY	2,784.92	2,924.31	3,070.62	3,224.31	3,385.38	3,554.77
HOURLY	34.8115	36.5538	38.3827	40.3038	42.3173	44.4346

53 Code Enforcement Officer
53 FCC Education Coordinator
53 Park Maintenance Lead
53 Public Works Inspector
53 Public Works Lead

53 Transit Operations Training Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	74,220.00	77,928.00	81,828.00	85,920.00	90,216.00	94,728.00
MONTHLY	6,185.00	6,494.00	6,819.00	7,160.00	7,518.00	7,894.00
BI-WEEKLY	2,854.62	2,997.23	3,147.23	3,304.62	3,469.85	3,643.38
HOURLY	35.6827	37.4654	39.3404	41.3077	43.3731	45.5423

54 Administrative Analyst II
54 Building Maintenance Lead
54 Forensic Technician
54 Transit Marketing Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	76,080.00	79,884.00	83,880.00	88,080.00	92,484.00	97,104.00
MONTHLY	6,340.00	6,657.00	6,990.00	7,340.00	7,707.00	8,092.00
BI-WEEKLY	2,926.15	3,072.46	3,226.15	3,387.69	3,557.08	3,734.77
HOURLY	36.5769	38.4058	40.3269	42.3462	44.4635	46.6846

55 Electrical/Signal Technician II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	77,988.00	81,888.00	85,980.00	90,276.00	94,788.00	99,528.00
MONTHLY	6,499.00	6,824.00	7,165.00	7,523.00	7,899.00	8,294.00
BI-WEEKLY	2,999.54	3,149.54	3,306.92	3,472.15	3,645.69	3,828.00
HOURLY	37.4942	39.3692	41.3365	43.4019	45.5712	47.8500

56 Administrative Coordinator**56 Assistant Engineer****56 FCC Program Coordinator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	79,932.00	83,928.00	88,128.00	92,532.00	97,164.00	102,024.00
MONTHLY	6,661.00	6,994.00	7,344.00	7,711.00	8,097.00	8,502.00
BI-WEEKLY	3,074.31	3,228.00	3,389.54	3,558.92	3,737.08	3,924.00
HOURLY	38.4288	40.3500	42.3692	44.4865	46.7135	49.0500

57 Communications Liaison Officer**57 Senior Accountant**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	81,936.00	86,028.00	90,324.00	94,836.00	99,576.00	104,556.00
MONTHLY	6,828.00	7,169.00	7,527.00	7,903.00	8,298.00	8,713.00
BI-WEEKLY	3,151.38	3,308.77	3,474.00	3,647.54	3,829.85	4,021.38
HOURLY	39.3923	41.3596	43.4250	45.5942	47.8731	50.2673

58 Associate Planner**58 Code Enforcement Supervisor**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	83,988.00	88,188.00	92,592.00	97,224.00	102,084.00	107,184.00
MONTHLY	6,999.00	7,349.00	7,716.00	8,102.00	8,507.00	8,932.00
BI-WEEKLY	3,230.31	3,391.85	3,561.23	3,739.38	3,926.31	4,122.46
HOURLY	40.3788	42.3981	44.5154	46.7423	49.0788	51.5308

59 Administrative Support Services Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	86,088.00	90,396.00	94,920.00	99,672.00	104,652.00	109,884.00
MONTHLY	7,174.00	7,533.00	7,910.00	8,306.00	8,721.00	9,157.00
BI-WEEKLY	3,311.08	3,476.77	3,650.77	3,833.54	4,025.08	4,226.31
HOURLY	41.3885	43.4596	45.6346	47.9192	50.3135	52.8288

60

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	88,236.00	92,652.00	97,284.00	102,144.00	107,256.00	112,620.00
MONTHLY	7,353.00	7,721.00	8,107.00	8,512.00	8,938.00	9,385.00
BI-WEEKLY	3,393.69	3,563.54	3,741.69	3,928.62	4,125.23	4,331.54
HOURLY	42.4212	44.5442	46.7712	49.1077	51.5654	54.1442

61 Administrative Analyst III**61 Associate Engineer****61 Information Technology Systems Analyst - Transit****61 Transit Planning and Scheduling Analyst**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	90,444.00	94,968.00	99,720.00	104,712.00	109,944.00	115,440.00
MONTHLY	7,537.00	7,914.00	8,310.00	8,726.00	9,162.00	9,620.00
BI-WEEKLY	3,478.62	3,652.62	3,835.38	4,027.38	4,228.62	4,440.00
HOURLY	43.4827	45.6577	47.9423	50.3423	52.8577	55.5000

62 Information Technology Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	92,700.00	97,332.00	102,204.00	107,316.00	112,680.00	118,320.00
MONTHLY	7,725.00	8,111.00	8,517.00	8,943.00	9,390.00	9,860.00
BI-WEEKLY	3,565.38	3,743.54	3,930.92	4,127.54	4,333.85	4,550.77
HOURLY	44.5673	46.7942	49.1365	51.5942	54.1731	56.8846

63

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	95,016.00	99,768.00	104,760.00	110,004.00	115,500.00	121,272.00
MONTHLY	7,918.00	8,314.00	8,730.00	9,167.00	9,625.00	10,106.00
BI-WEEKLY	3,654.46	3,837.23	4,029.23	4,230.92	4,442.31	4,664.31
HOURLY	45.6808	47.9654	50.3654	52.8865	55.5288	58.3038

64

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	97,392.00	102,264.00	107,376.00	112,740.00	118,380.00	124,296.00
MONTHLY	8,116.00	8,522.00	8,948.00	9,395.00	9,865.00	10,358.00
BI-WEEKLY	3,745.85	3,933.23	4,129.85	4,336.15	4,553.08	4,780.62
HOURLY	46.8231	49.1654	51.6231	54.2019	56.9135	59.7577

65

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	99,828.00	104,820.00	110,064.00	115,572.00	121,356.00	127,428.00
MONTHLY	8,319.00	8,735.00	9,172.00	9,631.00	10,113.00	10,619.00
BI-WEEKLY	3,839.54	4,031.54	4,233.23	4,445.08	4,667.54	4,901.08
HOURLY	47.9942	50.3942	52.9154	55.5635	58.3442	61.2635

66 Civil Engineer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	102,324.00	107,436.00	112,812.00	118,452.00	124,380.00	130,596.00
MONTHLY	8,527.00	8,953.00	9,401.00	9,871.00	10,365.00	10,883.00
BI-WEEKLY	3,935.54	4,132.15	4,338.92	4,555.85	4,783.85	5,022.92
HOURLY	49.1942	51.6519	54.2365	56.9481	59.7981	62.7865

67

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	104,880.00	110,124.00	115,632.00	121,416.00	127,488.00	133,860.00
MONTHLY	8,740.00	9,177.00	9,636.00	10,118.00	10,624.00	11,155.00
BI-WEEKLY	4,033.85	4,235.54	4,447.38	4,669.85	4,903.38	5,148.46
HOURLY	50.4231	52.9442	55.5923	58.3731	61.2923	64.3558

90 Bus Operator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	57,144.00	60,000.00	63,000.00	66,156.00	69,468.00	72,936.00
MONTHLY	4,762.00	5,000.00	5,250.00	5,513.00	5,789.00	6,078.00
BI-WEEKLY	2,197.85	2307.69	2423.08	2,544.46	2,671.85	2,805.23
HOURLY	27.4731	28.8462	30.2885	31.8058	33.3981	35.0654

Specialty - 5%	238.10	250.00	262.50	275.65	289.45	303.90
----------------	--------	--------	--------	--------	--------	--------

104

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	61,152.00	64,212.00	67,428.00	70,800.00	74,340.00	78,060.00
MONTHLY	5,096.00	5,351.00	5,619.00	5,900.00	6,195.00	6,505.00
BI-WEEKLY	2,352.00	2,469.69	2,593.38	2,723.08	2,859.23	3,002.31
HOURLY	29.4000	30.8712	32.4173	34.0385	35.7404	37.5288
Lgy Bonus 20	127.40	133.78	140.48	147.50	154.88	162.63
Lgy Bonus 25	254.80	267.55	280.95	295.00	309.75	325.25
Lgy Bonus 30	382.20	401.33	421.43	442.50	464.63	487.88

105

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	62,676.00	65,808.00	69,096.00	72,552.00	76,176.00	79,980.00
MONTHLY	5,223.00	5,484.00	5,758.00	6,046.00	6,348.00	6,665.00
BI-WEEKLY	2,410.62	2,531.08	2,657.54	2,790.46	2,929.85	3,076.15
HOURLY	30.1327	31.6385	33.2192	34.8808	36.6231	38.4519
Lgy Bonus 20	130.58	137.10	143.95	151.15	158.70	166.63
Lgy Bonus 25	261.15	274.20	287.90	302.30	317.40	333.25
Lgy Bonus 30	391.73	411.30	431.85	453.45	476.10	499.88

106

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	64,248.00	67,464.00	70,836.00	74,376.00	78,096.00	81,996.00
MONTHLY	5,354.00	5,622.00	5,903.00	6,198.00	6,508.00	6,833.00
BI-WEEKLY	2,471.08	2,594.77	2,724.46	2,860.62	3,003.69	3,153.69
HOURLY	30.8885	32.4346	34.0558	35.7577	37.5462	39.4212
Lgy Bonus 20	133.85	140.55	147.58	154.95	162.70	170.83
Lgy Bonus 25	267.70	281.10	295.15	309.90	325.40	341.65
Lgy Bonus 30	401.55	421.65	442.73	464.85	488.10	512.48

107

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	65,856.00	69,144.00	72,600.00	76,236.00	80,052.00	84,060.00
MONTHLY	5,488.00	5,762.00	6,050.00	6,353.00	6,671.00	7,005.00
BI-WEEKLY	2,532.92	2,659.38	2,792.31	2,932.15	3,078.92	3,233.08
HOURLY	31.6615	33.2423	34.9038	36.6519	38.4865	40.4135
Lgy Bonus 20	137.20	144.05	151.25	158.83	166.78	175.13
Lgy Bonus 25	274.40	288.10	302.50	317.65	333.55	350.25
Lgy Bonus 30	411.60	432.15	453.75	476.48	500.33	525.38

108 Economic Development Analyst

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	67,500.00	70,872.00	74,412.00	78,132.00	82,044.00	86,148.00
MONTHLY	5,625.00	5,906.00	6,201.00	6,511.00	6,837.00	7,179.00
BI-WEEKLY	2,596.15	2,725.85	2,862.00	3,005.08	3,155.54	3,313.38
HOURLY	32.4519	34.0731	35.7750	37.5635	39.4442	41.4173
Lgy Bonus 20	140.63	147.65	155.03	162.78	170.93	179.48
Lgy Bonus 25	281.25	295.30	310.05	325.55	341.85	358.95
Lgy Bonus 30	421.88	442.95	465.08	488.33	512.78	538.43

109

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	69,192.00	72,648.00	76,284.00	80,100.00	84,108.00	88,308.00
MONTHLY	5,766.00	6,054.00	6,357.00	6,675.00	7,009.00	7,359.00
BI-WEEKLY	2,661.23	2,794.15	2,934.00	3,080.77	3,234.92	3,396.46
HOURLY	33.2654	34.9269	36.6750	38.5096	40.4365	42.4558
Lgy Bonus 20	144.15	151.35	158.93	166.88	175.23	183.98
Lgy Bonus 25	288.30	302.70	317.85	333.75	350.45	367.95
Lgy Bonus 30	432.45	454.05	476.78	500.63	525.68	551.93

110

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	70,920.00	74,472.00	78,192.00	82,104.00	86,208.00	90,516.00
MONTHLY	5,910.00	6,206.00	6,516.00	6,842.00	7,184.00	7,543.00
BI-WEEKLY	2,727.69	2,864.31	3,007.38	3,157.85	3,315.69	3,481.38
HOURLY	34.0962	35.8038	37.5923	39.4731	41.4462	43.5173
Lgy Bonus 20	147.75	155.15	162.90	171.05	179.60	188.58
Lgy Bonus 25	295.50	310.30	325.80	342.10	359.20	377.15
Lgy Bonus 30	443.25	465.45	488.70	513.15	538.80	565.73

111

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	72,696.00	76,332.00	80,148.00	84,156.00	88,368.00	92,784.00
MONTHLY	6,058.00	6,361.00	6,679.00	7,013.00	7,364.00	7,732.00
BI-WEEKLY	2,796.00	2,935.85	3,082.62	3,236.77	3,398.77	3,568.62
HOURLY	34.9500	36.6981	38.5327	40.4596	42.4846	44.6077
Lgy Bonus 20	151.45	159.03	166.98	175.33	184.10	193.30
Lgy Bonus 25	302.90	318.05	333.95	350.65	368.20	386.60
Lgy Bonus 30	454.35	477.08	500.93	525.98	552.30	579.90

112

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	74,532.00	78,264.00	82,176.00	86,280.00	90,600.00	95,136.00
MONTHLY	6,211.00	6,522.00	6,848.00	7,190.00	7,550.00	7,928.00
BI-WEEKLY	2,866.62	3,010.15	3,160.62	3,318.46	3,484.62	3,659.08
HOURLY	35.8327	37.6269	39.5077	41.4808	43.5577	45.7385
Lgy Bonus 20	155.28	163.05	171.20	179.75	188.75	198.20
Lgy Bonus 25	310.55	326.10	342.40	359.50	377.50	396.40
Lgy Bonus 30	465.83	489.15	513.60	539.25	566.25	594.60

113

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	76,392.00	80,208.00	84,216.00	88,428.00	92,844.00	97,488.00
MONTHLY	6,366.00	6,684.00	7,018.00	7,369.00	7,737.00	8,124.00
BI-WEEKLY	2,938.15	3,084.92	3,239.08	3,401.08	3,570.92	3,749.54
HOURLY	36.7269	38.5615	40.4885	42.5135	44.6365	46.8692
Lgy Bonus 20	159.15	167.10	175.45	184.23	193.43	203.10
Lgy Bonus 25	318.30	334.20	350.90	368.45	386.85	406.20
Lgy Bonus 30	477.45	501.30	526.35	552.68	580.28	609.30

114

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	78,300.00	82,212.00	86,328.00	90,648.00	95,184.00	99,948.00
MONTHLY	6,525.00	6,851.00	7,194.00	7,554.00	7,932.00	8,329.00
BI-WEEKLY	3,011.54	3,162.00	3,320.31	3,486.46	3,660.92	3,844.15
HOURLY	37.6442	39.5250	41.5038	43.5808	45.7615	48.0519
Lgy Bonus 20	163.13	171.28	179.85	188.85	198.30	208.23
Lgy Bonus 25	326.25	342.55	359.70	377.70	396.60	416.45
Lgy Bonus 30	489.38	513.83	539.55	566.55	594.90	624.68

115 Deputy City Clerk/Records Management Officer**115 Deputy City Treasurer****115 Human Resources Analyst****115 Risk Management Analyst**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	80,256.00	84,264.00	88,476.00	92,904.00	97,548.00	102,420.00
MONTHLY	6,688.00	7,022.00	7,373.00	7,742.00	8,129.00	8,535.00
BI-WEEKLY	3,086.77	3,240.92	3,402.92	3,573.23	3,751.85	3,939.23
HOURLY	38.5846	40.5115	42.5365	44.6654	46.8981	49.2404
Lgy Bonus 20	167.20	175.55	184.33	193.55	203.23	213.38
Lgy Bonus 25	334.40	351.10	368.65	387.10	406.45	426.75
Lgy Bonus 30	501.60	526.65	552.98	580.65	609.68	640.13

116

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	82,260.00	86,376.00	90,696.00	95,232.00	99,996.00	105,000.00
MONTHLY	6,855.00	7,198.00	7,558.00	7,936.00	8,333.00	8,750.00
BI-WEEKLY	3,163.85	3,322.15	3,488.31	3,662.77	3,846.00	4,038.46
HOURLY	39.5481	41.5269	43.6038	45.7846	48.0750	50.4808
Lgy Bonus 20	171.38	179.95	188.95	198.40	208.33	218.75
Lgy Bonus 25	342.75	359.90	377.90	396.80	416.65	437.50
Lgy Bonus 30	514.13	539.85	566.85	595.20	624.98	656.25

117 Transportation Operations Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	84,312.00	88,524.00	92,952.00	97,596.00	102,480.00	107,604.00
MONTHLY	7,026.00	7,377.00	7,746.00	8,133.00	8,540.00	8,967.00
BI-WEEKLY	3,242.77	3,404.77	3,575.08	3,753.69	3,941.54	4,138.62
HOURLY	40.5346	42.5596	44.6885	46.9212	49.2692	51.7327
Lgy Bonus 20	175.65	184.43	193.65	203.33	213.50	224.18
Lgy Bonus 25	351.30	368.85	387.30	406.65	427.00	448.35
Lgy Bonus 30	526.95	553.28	580.95	609.98	640.50	672.53

118 Administrative Management Analyst I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	86,424.00	90,744.00	95,280.00	100,044.00	105,048.00	110,304.00
MONTHLY	7,202.00	7,562.00	7,940.00	8,337.00	8,754.00	9,192.00
BI-WEEKLY	3,324.00	3,490.15	3,664.62	3,847.85	4,040.31	4,242.46
HOURLY	41.5500	43.6269	45.8077	48.0981	50.5038	53.0308
Lgy Bonus 20	180.05	189.05	198.50	208.43	218.85	229.80
Lgy Bonus 25	360.10	378.10	397.00	416.85	437.70	459.60
Lgy Bonus 30	540.15	567.15	595.50	625.28	656.55	689.40

119 Accountant/Cost Accountant**119 Fleet Maintenance Supervisor****119 Transit Administrative Supervisor****119 Transit Training and Safety Supervisor**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	88,584.00	93,012.00	97,668.00	102,552.00	107,676.00	113,064.00
MONTHLY	7,382.00	7,751.00	8,139.00	8,546.00	8,973.00	9,422.00
BI-WEEKLY	3,407.08	3,577.38	3,756.46	3,944.31	4,141.38	4,348.62
HOURLY	42.5885	44.7173	46.9558	49.3038	51.7673	54.3577
Lgy Bonus 20	184.55	193.78	203.48	213.65	224.33	235.55
Lgy Bonus 25	369.10	387.55	406.95	427.30	448.65	471.10
Lgy Bonus 30	553.65	581.33	610.43	640.95	672.98	706.65

120 Administrative Management Analyst II**120 Executive Office Assistant**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	90,804.00	95,340.00	100,104.00	105,108.00	110,364.00	115,884.00
MONTHLY	7,567.00	7,945.00	8,342.00	8,759.00	9,197.00	9,657.00
BI-WEEKLY	3,492.46	3,666.92	3,850.15	4,042.62	4,244.77	4,457.08
HOURLY	43.6558	45.8365	48.1269	50.5327	53.0596	55.7135
Lgy Bonus 20	189.18	198.63	208.55	218.98	229.93	241.43
Lgy Bonus 25	378.35	397.25	417.10	437.95	459.85	482.85
Lgy Bonus 30	567.53	595.88	625.65	656.93	689.78	724.28

121

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	93,072.00	97,728.00	102,612.00	107,748.00	113,136.00	118,788.00
MONTHLY	7,756.00	8,144.00	8,551.00	8,979.00	9,428.00	9,899.00
BI-WEEKLY	3,579.69	3,758.77	3,946.62	4,144.15	4,351.38	4,568.77
HOURLY	44.7462	46.9846	49.3327	51.8019	54.3923	57.1096
Lgy Bonus 20	193.90	203.60	213.78	224.48	235.70	247.48
Lgy Bonus 25	387.80	407.20	427.55	448.95	471.40	494.95
Lgy Bonus 30	581.70	610.80	641.33	673.43	707.10	742.43

122 Facilities Maintenance Supervisor**122 Senior Human Resources Analyst****122 Senior Planner**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	95,400.00	100,176.00	105,180.00	110,436.00	115,956.00	121,752.00
MONTHLY	7,950.00	8,348.00	8,765.00	9,203.00	9,663.00	10,146.00
BI-WEEKLY	3,669.23	3,852.92	4,045.38	4,247.54	4,459.85	4,682.77
HOURLY	45.8654	48.1615	50.5673	53.0942	55.7481	58.5346
Lgy Bonus 20	198.75	208.70	219.13	230.08	241.58	253.65
Lgy Bonus 25	397.50	417.40	438.25	460.15	483.15	507.30
Lgy Bonus 30	596.25	626.10	657.38	690.23	724.73	760.95

123

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	97,788.00	102,672.00	107,808.00	113,196.00	118,860.00	124,800.00
MONTHLY	8,149.00	8,556.00	8,984.00	9,433.00	9,905.00	10,400.00
BI-WEEKLY	3,761.08	3,948.92	4,146.46	4,353.69	4,571.54	4,800.00
HOURLY	47.0135	49.3615	51.8308	54.4212	57.1442	60.0000
Lgy Bonus 20	203.73	213.90	224.60	235.83	247.63	260.00
Lgy Bonus 25	407.45	427.80	449.20	471.65	495.25	520.00
Lgy Bonus 30	611.18	641.70	673.80	707.48	742.88	780.00

124 Assistant Transit Operations Manager**124 Senior Administrative Analyst**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	100,236.00	105,252.00	110,520.00	116,052.00	121,860.00	127,956.00
MONTHLY	8,353.00	8,771.00	9,210.00	9,671.00	10,155.00	10,663.00
BI-WEEKLY	3,855.23	4,048.15	4,250.77	4,463.54	4,686.92	4,921.38
HOURLY	48.1904	50.6019	53.1346	55.7942	58.5865	61.5173
Lgy Bonus 20	208.83	219.28	230.25	241.78	253.88	266.58
Lgy Bonus 25	417.65	438.55	460.50	483.55	507.75	533.15
Lgy Bonus 30	626.48	657.83	690.75	725.33	761.63	799.73

125 Public Information Officer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	102,744.00	107,880.00	113,280.00	118,944.00	124,896.00	131,136.00
MONTHLY	8,562.00	8,990.00	9,440.00	9,912.00	10,408.00	10,928.00
BI-WEEKLY	3,951.69	4,149.23	4,356.92	4,574.77	4,803.69	5,043.69
HOURLY	49.3962	51.8654	54.4615	57.1846	60.0462	63.0462
Lgy Bonus 20	214.05	224.75	236.00	247.80	260.20	273.20
Lgy Bonus 25	428.10	449.50	472.00	495.60	520.40	546.40
Lgy Bonus 30	642.15	674.25	708.00	743.40	780.60	819.60

**126 Administrative Services Manager
126 Community Development Manager
126 Economic Development Manager
126 Family Child Care Manager
126 Recreation & Human Services Manager
126 Transportation Administrative Manager**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	105,312.00	110,580.00	116,112.00	121,920.00	128,016.00	134,412.00
MONTHLY	8,776.00	9,215.00	9,676.00	10,160.00	10,668.00	11,201.00
BI-WEEKLY	4,050.46	4,253.08	4,465.85	4,689.23	4,923.69	5,169.69
HOURLY	50.6308	53.1635	55.8231	58.6154	61.5462	64.6212
Lgy Bonus 20	219.40	230.38	241.90	254.00	266.70	280.03
Lgy Bonus 25	438.80	460.75	483.80	508.00	533.40	560.05
Lgy Bonus 30	658.20	691.13	725.70	762.00	800.10	840.08

127

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	107,940.00	113,340.00	119,004.00	124,956.00	131,208.00	137,772.00
MONTHLY	8,995.00	9,445.00	9,917.00	10,413.00	10,934.00	11,481.00
BI-WEEKLY	4,151.54	4,359.23	4,577.08	4,806.00	5,046.46	5,298.92
HOURLY	51.8942	54.4904	57.2135	60.0750	63.0808	66.2365
Lgy Bonus 20	224.88	236.13	247.93	260.33	273.35	287.03
Lgy Bonus 25	449.75	472.25	495.85	520.65	546.70	574.05
Lgy Bonus 30	674.63	708.38	743.78	780.98	820.05	861.08

**128 Equipment Maintenance Superintendent
128 Finance and Administrative Services Manager
128 Financial Services Manager
128 Transit Maintenance Manager**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	110,640.00	116,172.00	121,980.00	128,076.00	134,484.00	141,204.00
MONTHLY	9,220.00	9,681.00	10,165.00	10,673.00	11,207.00	11,767.00
BI-WEEKLY	4,255.38	4,468.15	4,691.54	4,926.00	5,172.46	5,430.92
HOURLY	53.1923	55.8519	58.6442	61.5750	64.6558	67.8865
Lgy Bonus 20	230.50	242.03	254.13	266.83	280.18	294.18
Lgy Bonus 25	461.00	484.05	508.25	533.65	560.35	588.35
Lgy Bonus 30	691.50	726.08	762.38	800.48	840.53	882.53

129

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	113,412.00	119,088.00	125,040.00	131,292.00	137,856.00	144,744.00
MONTHLY	9,451.00	9,924.00	10,420.00	10,941.00	11,488.00	12,062.00
BI-WEEKLY	4,362.00	4,580.31	4,809.23	5,049.69	5,302.15	5,567.08
HOURLY	54.5250	57.2538	60.1154	63.1212	66.2769	69.5885
Lgy Bonus 20	236.28	248.10	260.50	273.53	287.20	301.55
Lgy Bonus 25	472.55	496.20	521.00	547.05	574.40	603.10
Lgy Bonus 30	708.83	744.30	781.50	820.58	861.60	904.65

130 Accounting/Finance Manager
130 Information Technology Manager
130 Park Maintenance Superintendent
130 Recreation Program Administrator
130 Street Maintenance Superintendent

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	116,244.00	122,052.00	128,160.00	134,568.00	141,300.00	148,368.00
MONTHLY	9,687.00	10,171.00	10,680.00	11,214.00	11,775.00	12,364.00
BI-WEEKLY	4,470.92	4,694.31	4,929.23	5,175.69	5,434.62	5,706.46
HOURLY	55.8865	58.6788	61.6154	64.6962	67.9327	71.3308
Lgy Bonus 20	242.18	254.28	267.00	280.35	294.38	309.10
Lgy Bonus 25	484.35	508.55	534.00	560.70	588.75	618.20
Lgy Bonus 30	726.53	762.83	801.00	841.05	883.13	927.30

131 Plan Check Engineer
131 Transit Operations Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	119,148.00	125,100.00	131,352.00	137,916.00	144,816.00	152,052.00
MONTHLY	9,929.00	10,425.00	10,946.00	11,493.00	12,068.00	12,671.00
BI-WEEKLY	4,582.62	4,811.54	5,052.00	5,304.46	5,569.85	5,848.15
HOURLY	57.2827	60.1442	63.1500	66.3058	69.6231	73.1019
Lgy Bonus 20	248.23	260.63	273.65	287.33	301.70	316.78
Lgy Bonus 25	496.45	521.25	547.30	574.65	603.40	633.55
Lgy Bonus 30	744.68	781.88	820.95	861.98	905.10	950.33

132 FCC Therapist/Trainer II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	122,124.00	128,232.00	134,640.00	141,372.00	148,440.00	155,868.00
MONTHLY	10,177.00	10,686.00	11,220.00	11,781.00	12,370.00	12,989.00
BI-WEEKLY	4,697.08	4,932.00	5,178.46	5,437.38	5,709.23	5,994.92
HOURLY	58.7135	61.6500	64.7308	67.9673	71.3654	74.9365
Lgy Bonus 20	254.43	267.15	280.50	294.53	309.25	324.73
Lgy Bonus 25	508.85	534.30	561.00	589.05	618.50	649.45
Lgy Bonus 30	763.28	801.45	841.50	883.58	927.75	974.18

133 Human Resources Manager
133 Public Works Superintendent

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	125,172.00	131,436.00	138,012.00	144,912.00	152,160.00	159,768.00
MONTHLY	10,431.00	10,953.00	11,501.00	12,076.00	12,680.00	13,314.00
BI-WEEKLY	4,814.31	5,055.23	5,308.15	5,573.54	5,852.31	6,144.92
HOURLY	60.1788	63.1904	66.3519	69.6692	73.1538	76.8115
Lgy Bonus 20	260.78	273.83	287.53	301.90	317.00	332.85
Lgy Bonus 25	521.55	547.65	575.05	603.80	634.00	665.70
Lgy Bonus 30	782.33	821.48	862.58	905.70	951.00	998.55

134 Assistant to the City Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	128,304.00	134,724.00	141,456.00	148,524.00	155,952.00	163,752.00
MONTHLY	10,692.00	11,227.00	11,788.00	12,377.00	12,996.00	13,646.00
BI-WEEKLY	4,934.77	5,181.69	5,440.62	5,712.46	5,998.15	6,298.15
HOURLY	61.6846	64.7712	68.0077	71.4058	74.9769	78.7269
Lgy Bonus 20	267.30	280.68	294.70	309.43	324.90	341.15
Lgy Bonus 25	534.60	561.35	589.40	618.85	649.80	682.30
Lgy Bonus 30	801.90	842.03	884.10	928.28	974.70	1023.45

135

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	131,508.00	138,084.00	144,984.00	152,232.00	159,840.00	167,832.00
MONTHLY	10,959.00	11,507.00	12,082.00	12,686.00	13,320.00	13,986.00
BI-WEEKLY	5,058.00	5,310.92	5,576.31	5,855.08	6,147.69	6,455.08
HOURLY	63.2250	66.3865	69.7038	73.1885	76.8462	80.6885
Lgy Bonus 20	273.98	287.68	302.05	317.15	333.00	349.65
Lgy Bonus 25	547.95	575.35	604.10	634.30	666.00	699.30
Lgy Bonus 30	821.93	863.03	906.15	951.45	999.00	1048.95

136

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	134,796.00	141,540.00	148,620.00	156,048.00	163,848.00	172,044.00
MONTHLY	11,233.00	11,795.00	12,385.00	13,004.00	13,654.00	14,337.00
BI-WEEKLY	5,184.46	5,443.85	5,716.15	6,001.85	6,301.85	6,617.08
HOURLY	64.8058	68.0481	71.4519	75.0231	78.7731	82.7135
Lgy Bonus 20	280.83	294.88	309.63	325.10	341.35	358.43
Lgy Bonus 25	561.65	589.75	619.25	650.20	682.70	716.85
Lgy Bonus 30	842.48	884.63	928.88	975.30	1024.05	1075.28

137

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	138,168.00	145,080.00	152,340.00	159,960.00	167,964.00	176,364.00
MONTHLY	11,514.00	12,090.00	12,695.00	13,330.00	13,997.00	14,697.00
BI-WEEKLY	5,314.15	5,580.00	5,859.23	6,152.31	6,460.15	6,783.23
HOURLY	66.4269	69.7500	73.2404	76.9038	80.7519	84.7904
Lgy Bonus 20	287.85	302.25	317.38	333.25	349.93	367.43
Lgy Bonus 25	575.70	604.50	634.75	666.50	699.85	734.85
Lgy Bonus 30	863.55	906.75	952.13	999.75	1049.78	1102.28

138 Chief Fiscal Officer
138 Principal Civil Engineer
138 Transit Administrative Officer
138 Transit Operations Officer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	141,624.00	148,704.00	156,144.00	163,956.00	172,152.00	180,756.00
MONTHLY	11,802.00	12,392.00	13,012.00	13,663.00	14,346.00	15,063.00
BI-WEEKLY	5,447.08	5,719.38	6,005.54	6,306.00	6,621.23	6,952.15
HOURLY	68.0885	71.4923	75.0692	78.8250	82.7654	86.9019
Lgy Bonus 20	295.05	309.80	325.30	341.58	358.65	376.58
Lgy Bonus 25	590.10	619.60	650.60	683.15	717.30	753.15
Lgy Bonus 30	885.15	929.40	975.90	1024.73	1075.95	1129.73

139

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	145,164.00	152,424.00	160,044.00	168,048.00	176,448.00	185,268.00
MONTHLY	12,097.00	12,702.00	13,337.00	14,004.00	14,704.00	15,439.00
BI-WEEKLY	5,583.23	5,862.46	6,155.54	6,463.38	6,786.46	7,125.69
HOURLY	69.7904	73.2808	76.9442	80.7923	84.8308	89.0712
Lgy Bonus 20	302.43	317.55	333.43	350.10	367.60	385.98
Lgy Bonus 25	604.85	635.10	666.85	700.20	735.20	771.95
Lgy Bonus 30	907.28	952.65	1000.28	1050.30	1102.80	1157.93

140

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	148,788.00	156,228.00	164,040.00	172,248.00	180,864.00	189,912.00
MONTHLY	12,399.00	13,019.00	13,670.00	14,354.00	15,072.00	15,826.00
BI-WEEKLY	5,722.62	6,008.77	6,309.23	6,624.92	6,956.31	7,304.31
HOURLY	71.5327	75.1096	78.8654	82.8115	86.9538	91.3038
Lgy Bonus 20	309.98	325.48	341.75	358.85	376.80	395.65
Lgy Bonus 25	619.95	650.95	683.50	717.70	753.60	791.30
Lgy Bonus 30	929.93	976.43	1025.25	1076.55	1130.40	1186.95

141 Assistant Director of Transportation
141 Assistant Public Works Director/City Engineer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	152,508.00	160,128.00	168,132.00	176,544.00	185,376.00	194,640.00
MONTHLY	12,709.00	13,344.00	14,011.00	14,712.00	15,448.00	16,220.00
BI-WEEKLY	5,865.69	6,158.77	6,466.62	6,790.15	7,129.85	7,486.15
HOURLY	73.3212	76.9846	80.8327	84.8769	89.1231	93.5769
Lgy Bonus 20	317.73	333.60	350.28	367.80	386.20	405.50
Lgy Bonus 25	635.45	667.20	700.55	735.60	772.40	811.00
Lgy Bonus 30	953.18	1000.80	1050.83	1103.40	1158.60	1216.50

142

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	156,324.00	164,136.00	172,344.00	180,960.00	190,008.00	199,512.00
MONTHLY	13,027.00	13,678.00	14,362.00	15,080.00	15,834.00	16,626.00
BI-WEEKLY	6,012.46	6,312.92	6,628.62	6,960.00	7,308.00	7,673.54
HOURLY	75.1558	78.9115	82.8577	87.0000	91.3500	95.9192
Lgy Bonus 20	325.68	341.95	359.05	377.00	395.85	415.65
Lgy Bonus 25	651.35	683.90	718.10	754.00	791.70	831.30
Lgy Bonus 30	977.03	1025.85	1077.15	1131.00	1187.55	1246.95

143

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	160,236.00	168,252.00	176,664.00	185,496.00	194,772.00	204,516.00
MONTHLY	13,353.00	14,021.00	14,722.00	15,458.00	16,231.00	17,043.00
BI-WEEKLY	6,162.92	6,471.23	6,794.77	7,134.46	7,491.23	7,866.00
HOURLY	77.0365	80.8904	84.9346	89.1808	93.6404	98.3250
Lgy Bonus 20	333.83	350.53	368.05	386.45	405.78	426.08
Lgy Bonus 25	667.65	701.05	736.10	772.90	811.55	852.15
Lgy Bonus 30	1001.48	1051.58	1104.15	1159.35	1217.33	1278.23

144

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	164,244.00	172,452.00	181,080.00	190,140.00	199,644.00	209,628.00
MONTHLY	13,687.00	14,371.00	15,090.00	15,845.00	16,637.00	17,469.00
BI-WEEKLY	6,317.08	6,632.77	6,964.62	7,313.08	7,678.62	8,062.62
HOURLY	78.9635	82.9096	87.0577	91.4135	95.9827	100.7827
Lgy Bonus 20	342.18	359.28	377.25	396.13	415.93	436.73
Lgy Bonus 25	684.35	718.55	754.50	792.25	831.85	873.45
Lgy Bonus 30	1026.53	1077.83	1131.75	1188.38	1247.78	1310.18

145

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	168,348.00	176,760.00	185,604.00	194,880.00	204,624.00	214,860.00
MONTHLY	14,029.00	14,730.00	15,467.00	16,240.00	17,052.00	17,905.00
BI-WEEKLY	6,474.92	6,798.46	7,138.62	7,495.38	7,870.15	8,263.85
HOURLY	80.9365	84.9808	89.2327	93.6923	98.3769	103.2981
Lgy Bonus 20	350.73	368.25	386.68	406.00	426.30	447.63
Lgy Bonus 25	701.45	736.50	773.35	812.00	852.60	895.25
Lgy Bonus 30	1052.18	1104.75	1160.03	1218.00	1278.90	1342.88

146

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	172,560.00	181,188.00	190,248.00	199,764.00	209,748.00	220,236.00
MONTHLY	14,380.00	15,099.00	15,854.00	16,647.00	17,479.00	18,353.00
BI-WEEKLY	6,636.92	6,968.77	7,317.23	7,683.23	8,067.23	8,470.62
HOURLY	82.9615	87.1096	91.4654	96.0404	100.8404	105.8827
Lgy Bonus 20	359.50	377.48	396.35	416.18	436.98	458.83
Lgy Bonus 25	719.00	754.95	792.70	832.35	873.95	917.65
Lgy Bonus 30	1078.50	1132.43	1189.05	1248.53	1310.93	1376.48

147

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	176,880.00	185,724.00	195,012.00	204,768.00	215,004.00	225,756.00
MONTHLY	14,740.00	15,477.00	16,251.00	17,064.00	17,917.00	18,813.00
BI-WEEKLY	6,803.08	7,143.23	7,500.46	7,875.69	8,269.38	8,682.92
HOURLY	85.0385	89.2904	93.7558	98.4462	103.3673	108.5365

Lgy Bonus 20	368.50	386.93	406.28	426.60	447.93	470.33
Lgy Bonus 25	737.00	773.85	812.55	853.20	895.85	940.65
Lgy Bonus 30	1105.50	1160.78	1218.83	1279.80	1343.78	1410.98

148

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	181,308.00	190,368.00	199,884.00	209,880.00	220,380.00	231,396.00
MONTHLY	15,109.00	15,864.00	16,657.00	17,490.00	18,365.00	19,283.00
BI-WEEKLY	6,973.38	7,321.85	7,687.85	8,072.31	8,476.15	8,899.85
HOURLY	87.1673	91.5231	96.0981	100.9038	105.9519	111.2481

Lgy Bonus 20	377.73	396.60	416.43	437.25	459.13	482.08
Lgy Bonus 25	755.45	793.20	832.85	874.50	918.25	964.15
Lgy Bonus 30	1133.18	1189.80	1249.28	1311.75	1377.38	1446.23

149

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	185,844.00	195,132.00	204,888.00	215,136.00	225,888.00	237,180.00
MONTHLY	15,487.00	16,261.00	17,074.00	17,928.00	18,824.00	19,765.00
BI-WEEKLY	7,147.85	7,505.08	7,880.31	8,274.46	8,688.00	9,122.31
HOURLY	89.3481	93.8135	98.5038	103.4308	108.6000	114.0288

Lgy Bonus 20	387.18	406.53	426.85	448.20	470.60	494.13
Lgy Bonus 25	774.35	813.05	853.70	896.40	941.20	988.25
Lgy Bonus 30	1161.53	1219.58	1280.55	1344.60	1411.80	1482.38

150 Joint Powers Authority Accountant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	156,000.00					
MONTHLY	13,000.00					
BI-WEEKLY	6,000.00					
HOURLY	75.0000					

200 Police Trainee						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	80,640.00	-	-	-	-	-
MONTHLY	6,720.00	-	-	-	-	-
BI-WEEKLY	3,101.54	-	-	-	-	-
HOURLY	38.7692	-	-	-	-	-
201 Police Officer						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	94,872.00	99,600.00	104,592.00	109,812.00	115,320.00	121,080.00
MONTHLY	7,906.00	8,300.00	8,716.00	9,151.00	9,610.00	10,090.00
BI-WEEKLY	3,648.92	3,830.77	4,022.77	4,223.54	4,435.38	4,656.92
HOURLY	45.6115	47.8846	50.2846	52.7942	55.4423	58.2115
EDUCATIONAL INCENTIVE BONUS						
AA	1,303.96	1,303.96	1,303.96	1,303.96	1,303.96	1,303.96
BA	1,819.96	1,819.96	1,819.96	1,819.96	1,819.96	1,819.96
SPECIALIST	649.52	649.52	649.52	649.52	649.52	649.52
Lgy Bonus 7	365.00	365.00	365.00	365.00	365.00	365.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	915.30	935.00	955.80	977.55	1,000.50	1,024.50
Lgy Bonus 26	1,310.60	1,350.00	1,391.60	1,435.10	1,481.00	1,529.00
203 Police Sergeant						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	121,128.00	127,188.00	133,536.00	140,220.00	147,240.00	154,596.00
MONTHLY	10,094.00	10,599.00	11,128.00	11,685.00	12,270.00	12,883.00
BI-WEEKLY	4,658.77	4,891.85	5,136.00	5,393.08	5,663.08	5,946.00
HOURLY	58.2346	61.1481	64.2000	67.4135	70.7885	74.3250
EDUCATIONAL INCENTIVE BONUS						
AA	1,612.53	1,612.53	1,612.53	1,612.53	1,612.53	1,612.53
BA	2,230.53	2,230.53	2,230.53	2,230.53	2,230.53	2,230.53
SPECIAL DUTY PAY	420.00	420.00	420.00	420.00	420.00	420.00
Lgy Bonus 7	326.00	326.00	326.00	326.00	326.00	326.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	1,024.70	1,049.95	1,076.40	1,104.25	1,133.50	1,164.15
Lgy Bonus 26	1,529.40	1,579.90	1,632.80	1,688.50	1,747.00	1,808.30

227 Police Lieutenant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	162,720.00	170,856.00	179,400.00	188,376.00	197,796.00	207,684.00
MONTHLY	13,560.00	14,238.00	14,950.00	15,698.00	16,483.00	17,307.00
BI-WEEKLY	6,258.46	6,571.38	6,900.00	7,245.23	7,607.54	7,987.85
HOURLY	78.2308	82.1423	86.2500	90.5654	95.0942	99.8481

EDUCATIONAL INCENTIVE BONUS

BA	1,766.44	1,837.84	1,912.84	1,991.56	2,074.24	2,161.00
----	----------	----------	----------	----------	----------	----------

CA POST Mgmt. Cert.	678.00	711.90	747.50	784.90	824.15	865.35
---------------------	--------	--------	--------	--------	--------	--------

Lgy Bonus 20	678.00	711.90	747.50	784.90	824.15	865.35
--------------	--------	--------	--------	--------	--------	--------

Lgy Bonus 26	1,356.00	1,423.80	1,495.00	1,569.80	1,648.30	1,730.70
--------------	----------	----------	----------	----------	----------	----------

231 Police Captain

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	193,476.00	203,148.00	213,300.00	223,968.00	235,164.00	246,924.00
MONTHLY	16,123.00	16,929.00	17,775.00	18,664.00	19,597.00	20,577.00
BI-WEEKLY	7,441.38	7,813.38	8,203.85	8,614.15	9,044.77	9,497.08
HOURLY	93.0173	97.6673	102.5481	107.6769	113.0596	118.7135

EDUCATIONAL INCENTIVE BONUS

BA	2,036.08	2,120.92	2,209.96	2,303.56	2,401.84	2,505.04
----	----------	----------	----------	----------	----------	----------

CA POST Mgmt. Cert.	806.15	846.45	888.75	933.20	979.85	1,028.85
---------------------	--------	--------	--------	--------	--------	----------

Lgy Bonus 20	806.15	846.45	888.75	933.20	979.85	1,028.85
--------------	--------	--------	--------	--------	--------	----------

Lgy Bonus 26	1,612.30	1,692.90	1,777.50	1,866.40	1,959.70	2,057.70
--------------	----------	----------	----------	----------	----------	----------

232 Deputy Police Chief

STEP	*1*
ANNUAL	238,812.00
MONTHLY	19,901.00
BI-WEEKLY	9,185.08
HOURLY	114.8135

EDUCATIONAL INCENTIVE BONUS

BA	2,588.12
----	----------

CA POST Mgmt. Cert.	995.05
---------------------	--------

Lgy Bonus 20	995.05
--------------	--------

Lgy Bonus 26	1,990.10
--------------	----------

301 Mayor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	11,400.00					
MONTHLY	950.00					
BI-WEEKLY	438.46					
HOURLY	5.4808					

302 Councilmember

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	7,800.00					
MONTHLY	650.00					
BI-WEEKLY	300.00					
HOURLY	3.7500					

303 City Clerk

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	12,000.00					
MONTHLY	1,000.00					
BI-WEEKLY	461.54					
HOURLY	5.7692					

304 City Treasurer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	6,000.00					
MONTHLY	500.00					
BI-WEEKLY	230.77					
HOURLY	2.8846					

305 Youth Commissioner

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	300.00	-	-	-	-	-
MONTHLY	25.00	-	-	-	-	-
BI-WEEKLY	11.54	-	-	-	-	-
HOURLY	0.1442	-	-	-	-	-

306 Human Services Commissioner**306 Recreation Commissioner****306 Rent Mediation Board Member****306 Senior Citizens Commissioner**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	600.00	-	-	-	-	-
MONTHLY	50.00	-	-	-	-	-
BI-WEEKLY	23.08	-	-	-	-	-
HOURLY	0.2885	-	-	-	-	-

307

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	900.00	-	-	-	-	-
MONTHLY	75.00	-	-	-	-	-
BI-WEEKLY	34.62	-	-	-	-	-
HOURLY	0.4327	-	-	-	-	-

308 Planning Commissioner

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	1,200.00	-	-	-	-	-
MONTHLY	100.00	-	-	-	-	-
BI-WEEKLY	46.15	-	-	-	-	-
HOURLY	0.5769	-	-	-	-	-

330 Department Heads

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	176,040.00	184,848.00	194,088.00	203,796.00	213,984.00	224,688.00
MONTHLY	14,670.00	15,404.00	16,174.00	16,983.00	17,832.00	18,724.00
BI-WEEKLY	6,770.77	7,109.54	7,464.92	7,838.31	8,230.15	8,641.85
HOURLY	84.6346	88.8692	93.3115	97.9788	102.8769	108.0231

Lgy Bonus 20	366.75	385.10	404.35	424.58	445.80	468.10
Lgy Bonus 25	733.50	770.20	808.70	849.15	891.60	936.20
Lgy Bonus 30	1100.25	1155.30	1213.05	1273.73	1337.40	1404.30

339 Assistant City Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	193,236.00	202,896.00	213,036.00	223,692.00	234,876.00	246,624.00
MONTHLY	16,103.00	16,908.00	17,753.00	18,641.00	19,573.00	20,552.00
BI-WEEKLY	7,432.15	7,803.69	8,193.69	8,603.54	9,033.69	9,485.54
HOURLY	92.9019	97.5462	102.4212	107.5442	112.9212	118.5692

340 Police Chief

STEP	*1*
ANNUAL	268,779.96
MONTHLY	22,398.33
BI-WEEKLY	10,337.69
HOURLY	129.2211

Edu Incentive Pay	2,887.80
-------------------	----------

CA POST Mgmt. Cert.	2,239.83
---------------------	----------

Lgy Bonus 26	2,239.83
--------------	----------

350 City Manager

STEP	*1*
ANNUAL	299,565.00
MONTHLY	24,963.75
BI-WEEKLY	11,521.73
HOURLY	144.0216

COMMUNICATIONS LIAISON OFFICER
(Job Summary)

Description

Under direct supervision, performs advanced-level administrative and management support duties for the Mayor, Council, and City Manager requiring exercise of initiative, and independent judgement and decision making. Incumbent will develop, coordinate, and maintain a proactive public information program for the City, including communications, marketing, and public relations activities.

Representative Duties

Duties may include, but are not limited to, the following:

- Disseminates information to the public through technology and the communications media regarding the services, functions, and special activities of the City; writes news, press, and publicity releases; designs, writes, and produces public information materials such as brochures and flyers using a variety of graphics, desktop publishing software, applications, and social media platforms to develop or modify materials;
- Acts as staff liaison in screening visitors, monitors phone calls and complaints, and direct others to appropriate parties, exercises considerable judgement in disseminating information;
- Analyzes, researches, and evaluates issues as directed by the City Manager and City Council, including with Department Directors/Division Managers, obtaining information from various sources, and providing recommendations to the City Manager and City Council;
- Gathers information regarding upcoming meetings or events; and ensures that the City Manager and City Council are well informed;
- Relays information and directives to management and other staff as directed by the City Manager and City Council; communicates effectively with elected public officials, private sector executives, public agency executives and other who have business with the City Manager;
- Serves as a City representative and liaison to community organizations;
- Interprets City policies, procedures, laws, and regulations in response to inquiries and complaints; coordinates, refers and/or assumes responsibility for investigating and responding to various inquiries and complaints from citizens, officials, and media;
- Coordinates and arranges for executive level or City official representation at programs, special events, and functions;
- Composes, prepares, and proofreads various correspondence, reports, presentations, resolutions, proclamations, and other complex documents, including the State of the City;
- Assists City Manager and City Council with preparation of agendas and staff reports and supporting documents for meeting and presentation purposes;
- Designs and implements processes and procedures to engage citizen input and opinion in various City activities and functions;
- Responsible for creating and maintaining the City's Strategic Plan;

- Guides the development of various informational materials to promote and publicize programs, services, activities, and events, providing support with the effective presentation of program information, services, and activities, and assisting with media relations;
- Performs a wide variety of complex, responsible, and confidential administrative support duties for executive and administrative management staff in the City Manager's Office;
- Performs other related duties as assigned.

QUALIFICATIONS GUIDE

Education and Experience

Graduation from high school **AND** a minimum of four (4) years of progressively responsible administrative support experience. A bachelor's degree in communications, public administration or a related field is highly desirable.

Knowledge and Abilities

Knowledge of:

- Principles and practices of public information, media relations, and media dynamics;
- Standard office procedures and practices including business correspondence, filing, and the operation of office equipment used in business and the industry but not limited to using a computer;
- Techniques and methods relating to the dissemination of information;
- Knowledge of relevant organization and procedures of City government and community;
- Effective community outreach and engagement techniques;
- General knowledge of City operation;
- Media outlets and communication technology;
- Effective customer service techniques.

Ability to:

- Conduct research, analyze data, and make recommendations independently;
- Communicate effectively both orally and in writing;
- Prepare and present clear and concise oral and written reports and recommendations;
- To give clear and satisfactory explanations to members of the public, departments, and public officials;
- Handle public complaints tactfully.

Physical Demands and Working Conditions

Work is performed both in an office environment and in the field. Work requires sitting and standing for prolonged periods of time, use of standard office equipment, including a computer; operating a motor vehicle and visiting various City sites. Physical demands include walking, talking, listening, standing, kneeling, bending, stooping, twisting, reaching, and grasping in the performance of duties. Employee must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds. Requires driving, contact with the general public; exposure to seasonal weather conditions, noisy and hazardous traffic situations.

May be required to work weekends and/or evenings; work a flexible or irregular work schedule; required to be available for emergency responses.

License and Certifications

Required to have and maintain a valid Class C California Driver's License.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.E
Section: CONSENT CALENDAR
Meeting Date: September 12,
2023

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

AGENDA TITLE: Second Reading and Adoption of ORDINANCE NO. 1858, Authorizing an Amendment to the Contract Between the Board of Administration the Public Employees' Retirement System and the City of Gardena

CONTACT: ADMINISTRATIVE SERVICES

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council adopt Ordinance No. 1858, authorizing an amendment to the City's contract with the Board of Administration of the California Public Employees' Retirement System ("CalPERS") to allow cost sharing of the employer contribution pursuant to Government Code Section 20516 for members of the Gardena Municipal Employees Association ("GMEA"), Gardena Management Employees Organization ("GMEO"), and Unrepresented/Confidential Personnel ("Unrepresented").

On August 22, 2023, the City Council introduced and conducted the first reading of Ordinance No. 1858 at a Noticed Public Hearing to amend the City's contract with CalPERS. Per Government Code Section 20471, the City Council must conduct the second and final reading no less than twenty (20) days following the first reading and the adoption of the Intention. Ordinance No. 1858 is now before the City Council for a second reading and adoption.

The amendment to the contract between CalPERS and the City of Gardena allows members of the GMEA, GMEO and Unrepresented to pay an additional one percent (1%) of their compensation towards the employer contribution rate on a pre-tax basis. All groups agreed to the cost sharing arrangements as adopted by City Council through GMEA, GMEO Mou's and Resolution No. 6565.

FINANCIAL IMPACT/COST:

None

ATTACHMENTS:

[Ordinance No. 1858.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

Clint Osorio, City Manager

ORDINANCE NO. 1858

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
GARDENA, CALIFORNIA, AUTHORIZING AN AMENDMENT
TO THE CONTRACT BETWEEN THE BOARD OF
ADMINISTRATION OF THE CALIFORNIA PUBLIC
EMPLOYEES' RETIREMENT SYSTEM ("CALPERS") AND
THE CITY OF GARDENA

THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES ORDAIN, AS
FOLLOWS:

SECTION 1. That an amendment to the contract between the Gardena City Council of the City of Gardena and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION 2. The Mayor of the Gardena City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3. This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in the Gardena Valley News, a newspaper of general circulation, published and circulated in the City of Gardena and thenceforth and thereafter the same shall be in full force and effect.

Adopted and approved this _____ day of _____, 2023.

CITY OF GARDENA CITY COUNCIL

By: _____
Presiding Officer: TASHA CERDA
Title: Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.F
Section: CONSENT CALENDAR
Meeting Date: September 12,
2023

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

AGENDA TITLE: Second Reading and Adoption of ORDINANCE NO.1854 Amending Title 18 and Adding Chapter 5.76 to Title 5, of the Gardena Municipal Code Relating to Home Sharing Rentals

CONTACT: COMMUNITY DEVELOPMENT

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council adopt Ordinance No. 1854, relating to regulations for short term home sharing rentals.

On July 18, 2023, the Planning Commission adopted Resolution No. PC 13-23, recommending that the City Council adopt Ordinance No. 1856.

On August 22, 2023, Ordinance No. 1854 was introduced by Mayor Pro Tem Henderson.

FINANCIAL IMPACT/COST:

ATTACHMENTS:

[Ordinance No. 1854 \(Home Sharing\) FINAL.docx.pdf](#)

APPROVED:

Clint Osorio, City Manager

ORDINANCE NO. 1854

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA AMENDING TITLE 18 AND ADDING CHAPTER 5.76 TO TITLE 5 RELATING TO HOME SHARING RENTALS

The City Council of the City of Gardena does hereby ordain as follows:

SECTION 1: Findings. The City Council does hereby find and declare as follows:

A. Due to close proximity to entertainment venues such as SoFi Stadium, Los Angeles International airport, Fortune 500 companies, beaches, and other Southern California tourist destinations, the City of Gardena has become a popular location for alternative short-term lodging.

B. The City of Gardena has never specifically allowed short-term rental lodging as an allowed use and considers such uses to be prohibited in the City.

C. Recent case law calls into question whether the City's prohibition on short-term rentals is valid without the use being specifically prohibited.

D. Since 2017, the City has specifically prohibited short-term rentals on properties which have an accessory dwelling unit (ADU), regardless of whether the short-term rental was of the ADU or the main residential structure.

E. The City Council wishes to make clear that short-terms rentals of an entire home are not permitted in the City. The adoption of this ordinance is not meant to indicate that short-term rentals were previously allowed in the City.

F. Short term rentals can create problems in residential areas due to such things as the potential for increased traffic, noise, parking issues, and can cause a change to the residential character of the community which can also lead to safety concerns. The City desires to alleviate these impacts to residential neighborhoods caused by short-term rentals.

G. According to the most recent Regional Housing Needs Allocation which was incorporated into the City's 6th Cycle Housing Element, the City has a total need of 5,735 units, 55 percent of which are for very low, low and moderate income households.

H. Short term rentals impact the supply of long-term rental housing available in the City and increase the cost of housing. The City desires to preserve its available housing stock.

I. Home sharing, the renting of rooms in private homes by hosts for temporary occupancy while the host is present, can create a community benefit by expanding the number and type of lodging facilities available in the City, can assist homeowners and long-term tenants by providing additional income which may be used for living expenses as well as maintenance and upgrade of residential units, and can provide companionship for people living alone without taking rental units off of the market for long-term tenants.

J. Home sharing does not create the same adverse impacts as unsupervised short-term rentals when the home-shares are hosted by the owner or a qualifying resident who lives on site and is present to regulate guests' behavior.

K. Imposing time requirements for owners and tenants to have owned and lived in the property helps ensure that those individuals who are home sharing have a long-term interest in the community.

L. While home sharing can be conducted in harmony with surrounding uses, those activities must still be regulated through a permitting process with restrictions and operational regulations to ensure that public health, safety and general welfare are protected.

M. On May 16, 2023, the Planning Commission of the City of Gardena held a duly noticed public hearing and considered all evidence presented, both written and oral, after which the Planning Commission provided further direction to staff for recommended changes and continued the public hearing to June 20, 2023.

N. On June 20, 2023, the Planning Commission held the continued public hearing and adopted Resolution No. 10-23 recommending that the City Council adopt the draft of the Ordinance presented.

O. On July 18, 2023 staff returned the item to the Planning Commission for an additional duly, noticed public hearing due to state and federal cases that were decided and/or published after the prior Planning Commission which necessitated revisions to the Ordinance.

P. At the close of the public hearing the Planning Commission adopted a resolution recommending that the City Council adopt the revised Ordinance amending Title 18 and adding Chapter 5.76 to Title 5.

Q. On August 22, 2023, the City Council of the City of Gardena held a duly noticed public hearing and considered all evidence presented, both written, after which it introduced this Ordinance.

R. Adoption of this Ordinance is for public necessity, convenience, and the general welfare as it provides protections to persons living in residential zones and protects the supply of housing in the City while taking into consideration constitutional requirements.

SECTION 2. Chapter 18.04 of the Gardena Municipal Code is hereby amended by adding the following definitions:

18.04.232 Home sharing rental.

“Home sharing rental” shall have the same meaning as that set forth in Section 5.76.020 of this Code.

18.04.417 Short term rental.

“Short term rental” shall have the same meaning as that set forth in Section 5.76.020 of this Code.

SECTION 3. Chapter 18.06 of the Gardena Municipal Code is hereby amended to read as follows:

Chapter 18.06

NEW AND EXISTING USES/SPECIFIC PLAN PROHIBITIONS

18.06.010 New construction and new uses.

All new construction, including buildings, improvements, alterations or enlargements, undertaken and all new uses or occupancy of premises within the city shall conform with the requirements, character and conditions as to use, height and area laid down for each of the several zones or districts as described in this title. No person shall erect, construct, establish, move into, alter, enlarge, or use or cause or permit to be erected, constructed, established, moved into, altered, enlarged or used, any building, structure, improvement or use of premises located in any zone described in this chapter contrary to the provisions of this title.

18.06.020 Specific Plans – uses prohibited.

- A. Short term rentals and home sharing rentals are hereby prohibited in every Specific Plan zone in the city. This prohibition is in addition to the uses specifically identified as permitted or prohibited in each Specific Plan.

SECTION 4. Section 18.12.020 of the Gardena Municipal Code relating to uses allowed in the R-1 zone is hereby amended by adding a subsection J. to read as follows:

- J. Home sharing rentals. Home sharing rentals shall be allowed in a single-family residence in accordance with Chapter 5.76 of this Code. No home sharing

rental shall be allowed in any dwelling unit if there is an accessory dwelling unit or junior accessory dwelling unit on the property.

SECTION 5. Section 18.12.040 of the Gardena Municipal Code is hereby amended to read as follows:

18.12.040 Uses prohibited.

A. All uses not listed in Sections [18.12.020](#) and [18.12.030](#) are deemed to be expressly prohibited in the R-1 zone, except those determined to be similar pursuant to the provisions of Section [18.42.040](#); and

B. Short term rentals.

SECTION 6. Section 18.14.020 of the Gardena Municipal Code relating to uses allowed in the R-2 zone is hereby amended by adding a subsection D to read as follows:

D. Home sharing rentals. Home sharing rentals shall be allowed where there are no more than two units on the property in accordance with Chapter 5.76 of this Code. No home sharing rental shall be allowed in any dwelling unit if there is an accessory dwelling unit or junior accessory dwelling unit on the property.

SECTION 7. Section 18.14.040 of the Gardena Municipal Code is hereby amended to read as follows:

18.14.040 Uses prohibited.

A. All uses not listed in Sections [18.14.020](#) and [18.14.030](#) are deemed to be expressly prohibited in the R-2 zone, except those determined to be similar pursuant to the provisions of Section [18.42.040](#);

B. Short term rentals; and

C. Home sharing rentals if there are more than two dwelling units on the property.

SECTION 8. Section 18.16.040 of the Gardena Municipal Code is hereby amended to read as follows:

18.16.040 Uses prohibited.

A. All uses not listed in Sections [18.16.020](#) and [18.16.030](#) are deemed to be expressly prohibited in the R-3 zone, except those determined to be similar pursuant to the provisions of Section [18.42.040](#);

B. Home sharing rentals; and

C. Short term rentals.

SECTION 9. Section 18.18A.030 of the Gardena Municipal Code is hereby amended to read as follows:

18.18A.030 Uses prohibited.

A. All uses not listed in Sections [18.18A.020](#) are deemed to be expressly prohibited in the R-6 zone, except those determined to be similar pursuant to the provisions of Section [18.42.040](#).

B. The following uses are expressly prohibited:

1. Home sharing rentals; and

2. Short term rentals.

SECTION 10. Section 18.19.050 of the Gardena Municipal Code is hereby amended to read as follows:

18.19.050 Uses prohibited.

A. All uses not listed in Sections [18.19.030](#) and [18.19.040](#) are deemed to be expressly prohibited in the MUO zone, except those determined to be similar pursuant to the provisions of Section [18.42.040](#);

B. Home sharing rentals; and

C. Short term rentals.

SECTION 11. The opening paragraph of Section 18.19A.050 and subsection A of the Gardena Municipal Code are hereby amended to read as follows; all other sections remain the same:

18.19A.050 Uses prohibited.

All uses not listed in Sections 18.19A.030 and 18.19A.040 are deemed to be expressly prohibited, except those determined to be similar pursuant to the provisions of Section 18.42.040. No similar use determination may be made for the following specific uses, which are deemed to be incompatible with the uses permitted in the C-3 zone and are therefore prohibited:

A. Residential:

1. Any residential units other than live-work north of Main Street;

2. Home sharing rentals; and

3. Short term rentals.

SECTION 12. Section 18.20.040 of the Gardena Municipal Code is hereby amended by adding new subsection L and M to read as follows and relettering existing subsection L.

18.20.040 Uses prohibited.

L. Home sharing rentals;

M. Short term rentals; and

~~L~~N. Any other use not listed in Section 18.20.020, 18.20.025, or 18.20.030, except those determined to be similar pursuant to the provisions of Section [18.42.040](#).

SECTION 13. Section 18.21.040 of the Gardena Municipal Code is hereby amended by adding new subsection B.

The following uses shall be explicitly prohibited in the housing overlays:

A. Home sharing rentals; and

B. Short-term rentals.

SECTION 14. Section 18.28.040 of the Gardena Municipal Code is hereby amended by adding new subsection L and M to read as follows and relettering existing subsection L.

18.28.040 Uses prohibited.

L. Home sharing rentals;

M. Short term rentals; and

~~L~~N. Uses other than those specifically set forth or provided for in Sections [18.28.020](#) and [18.28.030](#), except those determined to be similar pursuant to the provisions of Section [18.42.040](#).

SECTION 15. Chapter 5.76 is hereby added to the Gardena Municipal Code to read as follows:

CHAPTER 5.76

HOME SHARING RENTALS

5.76.010 Purpose.

The purpose of this Chapter is to alleviate nuisances, protect the character of the City's residential communities and stabilize the housing market by protecting the City's housing supply while at the same time allowing owners and residents to supplement their income, provide potentially more affordable accommodations, and providing the opportunity for companionship.

5.76.020 Definitions.

For the purpose of this Chapter, the following definitions apply:

ADMINISTRATIVE GUIDELINES: Regulations approved by the City Manager that may include, but are not limited to, application requirements, interpretations, conditions, reporting requirements, hosting platform safe harbor requirements, enforcement procedures, and disclosure requirements to implement the provisions of this Chapter.

BEDROOM: Any habitable space in a dwelling unit other than a kitchen, bathroom or living room that is intended for or capable of being used for sleeping, is at least 70 square feet in area with no dimension less than seven feet, has a window to the outside, is separated from other rooms by a door, and is accessible to a bathroom without crossing another bedroom.

BOOKING: A reservation for home sharing.

BOOKING TRANSACTION: Any reservation or payment service provided by a person who facilitates a transaction for home sharing, between a prospective transient user and a host.

DIRECTOR: The Director of Community Development or his/her designee.

DWELLING UNIT: Any building or portion thereof that is used as a complete, independent living facility for one or more persons containing permanent provisions for living, sleeping, eating, cooking, and sanitation, as required by the California Building Code.

GUEST: A natural person who rents a home sharing rental.

HOME SHARING: Renting, for a period of 30 consecutive days or less, of one or more bedrooms in a dwelling unit that is the primary residence of the host, while the host lives on site, in the dwelling unit, throughout the guest's stay.

HOME SHARING PERMIT (HSP): A permit issued in accordance with this Chapter.

HOME SHARING RENTAL: A dwelling unit which is a permanent structure that is made available for home sharing. A home sharing rental is included in the definition of "hotel" for purposes of Chapter 3.16 of this Code

HOST: Any natural person who is an owner or a qualifying tenant of a residential dwelling unit offered for use as home sharing rental.

HOSTING PLATFORM: A person or entity that participates in the home sharing rental business by providing booking services through which a host may offer a home sharing rental. Hosting platforms usually, though not necessarily, provide booking services through an online platform that allows a host to advertise the home sharing rental through a website provided by the hosting platform and the hosting platform conducts a transaction by which potential renters arrange use and payment, whether the renter pays rent directly to the operator or to the hosting platform.

LISTING: A webpage or advertisement (online or otherwise) for a home sharing rental or other overnight rented stays located on a hosting Platform or other online platform(s), including the web URL, metadata and other attributes.

LIVES ON-SITE: Maintains a physical presence in the home sharing rental including, without limitation, all of the following: the storing of one's clothes and other personal effects, sleeping overnight, preparing and eating meals, and engaging in other activities of the type typically engaged in by a person residing in a dwelling unit.

OWNER: Any person who, alone or with others, has legal or equitable title to a dwelling unit and has held such interest for a minimum of one year. A person whose interest in the property is solely that of a tenant, subtenant, lessee, or sublessee under an oral or written rental housing agreement shall not be considered an owner.

PERMIT PERIOD: A five-year period of time commencing on April 15, 2024 and ending on April 14, 2029 and every five-years thereafter commencing on April 15 of that year.

PERSON: A natural person or any legal entity.

PRIMARY RESIDENCE: The residential unit where the host resides for at least 183 nights per year. A host can have only one primary residence.

QUALIFYING TENANT: A tenant who has lived at the home sharing rental for a minimum of one year.

SHORT-TERM RENTAL: Any rental of a dwelling unit or any portion thereof for occupancy, dwelling, lodging or sleeping purposes for a period of 30 consecutive calendar days or less which does not qualify as a home sharing rental.

5.76.030 License, permits and taxes required.

A. No person may rent, offer to rent, or advertise a home sharing rental to another person without a valid business license. The business license must be renewed on a yearly basis.

B. No person may rent, offer to rent, or advertise a home sharing rental to another person without a valid home sharing permit approved and issued in the manner set forth in this Chapter.

C. All home sharing hosts shall be subject to the provisions of Title 5 (Business Licenses and Regulations) and Chapter 3.16, including the requirement to pay the City's Transient Occupancy Tax (TOT) and the requirement to have a transient occupancy registration certificate. Unless the applicant has the hosting platform they use collect and remit all TOT on their behalf, the applicant must be registered to pay TOT with the City's Business License Division. Regardless of whether a host utilizes a hosting platform that offers to collect and remit TOT on their behalf, the host is ultimately responsible for the collection and monthly remittance of TOT to the City.

5.76.040 Home Sharing Permit

The following persons are qualified to be a host of a Home Sharing Rental:

A. Home sharing permits shall only be granted to applicants who are the owners or qualifying tenant of the proposed home sharing rental as specified in this Chapter. A host may be issued only one home sharing permit within the City.

B. The following persons are qualified to be a host of a Home Sharing Rental:

1. An owner who lives on the premises and has owned the residence for a minimum of one year prior to the date of the application.

2. An owner who has owned the residence for a minimum of one year prior to the date of the application and who does not live on the premises but has a qualifying tenant and whose lease with the tenant specifies that the owner may use a designated bedroom or bedrooms for home sharing.

3. A qualifying tenant whose lease with the owner specifies that the tenant may use a designated bedroom or bedrooms for home sharing and the owner has owned the residence for a minimum of one year prior to the date of the application.

4. Ownership, including the length of ownership, shall be established by providing a copy of at least one document that identifies the full name or names of the

applicant as owner and the address of the property. Examples of acceptable documents include recent copies of: a property tax bill, mortgage statement, and title report.

5. Primary residency for a host or qualifying tenant shall be established by providing two documents which associate the property as the place which is the base of their personal life activities. Examples of acceptable documents include the following when the name and address match that of the application and there is a date on at least one document establishing residency of one year: valid federal or state-issued photo identification card; passport or alien registration card; valid California voter registration card or status document; vehicle registration certificate; health insurance or vehicle insurance bills; pay stubs with name and address; original utility bills for water, gas or electric service.

C. Home sharing permits shall be valid for a five-year period commencing April 15 of one year and ending on April 14, five years later.

D. The City shall issue a maximum of 100 home sharing permits per five-year period. The application period shall be January 1 through February 15, commencing in calendar year 2024 and then every five years thereafter.

1. If there are more than 100 qualified applications submitted during this time, the City shall issue home sharing permits by way of a lottery.

2. If there are less than 100 qualified applicants submitted during this time and additional home sharing permits are available, such permits may be issued on a first-come, first-served basis through the end rental permit period until 100 permits have been issued. Regardless of when a permit is issued during this time, it shall only be valid until the remainder of the rental permit period.

3. If a lottery is conducted and a qualified applicant is not selected, then the applicant's permit fee shall be refunded.

E. No home sharing permit shall be issued to a host who has previously had a home sharing permit revoked.

F. No home sharing permit shall be issued for a dwelling unit with a pending enforcement action by the City for violations of this Chapter or any provision of the Municipal Code, unless the approval is required to resolve the enforcement action.

5.76.050 Home Sharing Permit – Application and Renewal Procedures

A. Only a proposed host may apply for a home sharing permit.

B. An application for a home sharing permit must meet the following requirements, be made on a form approved by the City, and must contain the following information:

1. The name, address, and telephone number of the host of the residence for which the permit is to be issued.
2. Whether the applicant is an owner or qualifying tenant.
3. Proof that the proposed home sharing rental is the primary residence of the owner, and if applicable, the qualifying tenant.
4. Proof that the owner has owned the proposed home share for at least a year and if applicable, that the qualifying tenant has resided in the proposed home share for at least a year.
5. An acknowledgment that the home sharing permit is only valid for the permit period of five years and subject to renewals which may be through a lottery system if there are more than the allowed number of users which apply.
6. An acknowledgment that the home sharing permit does not create a vested right, is non-transferable, does not run with the land and may not necessarily be renewed for successive five-year periods.
7. If the applicant is a property owner who will reside on site:
 - a. Proof that the proposed home share is the owner's primary residence;
 - b. Proof that the owner has owned the house for a minimum of 365 days prior to the date of the application.
8. If the applicant is an owner who will not reside on site but has a qualifying tenant:
 - a. Proof that the owner has owned the house for a minimum of 365 days prior to the date of the application;
 - c. Proof, other than a rental agreement, that the proposed home share is the qualifying tenant's primary residence;
 - d. Proof that the qualifying tenant has resided at the residence for a minimum of 365 days;
 - e. A copy of the lease naming the qualifying tenant and specifying that the owner can use the residence for a home share rental and designating which rooms can be used for such purposes.
9. If the applicant is a qualified tenant:

a. Proof that the owner has owned the house for a minimum of 365 days prior to the date of the application;

b. Proof, other than a rental agreement, that the proposed home share is the qualifying tenant's primary residence.

c. Proof that the qualifying tenant has resided at the residence for a minimum of 365 days;

d. A copy of the lease naming the qualifying tenant and specifying that the tenant can use the residence for a home share rental and designating which rooms can be used for such purposes;

10. An identification of the number of bedrooms to be home shared.

11. Such other information as required by the Administrative Guidelines or as the City Manager or his/her designee deems reasonably necessary to administer this Chapter.

12. All applications must be signed and notarized by the property owner and, if applicable, by the qualifying tenant.

C. An application for a home sharing permit and for each renewal must be accompanied by a fee established by resolution of the City Council.

D. Once an applicant has been notified that they will receive a home sharing permit for the following period, the applicant shall have 45 days to provide the City with the information listed below. Once the information is provided, the home sharing permit shall be issued.

1. Evidence that the host has applied for or obtained a business license for operating a home sharing rental.

2. Evidence that the host has applied for or obtained a transient occupancy registration certificate for the home sharing rental.

3. Proof of general liability insurance in the amount of \$1,000,000 combined single limit. Insurance must be kept up to date on a yearly basis and a copy of the policy must be provided to the City upon request in subsequent years of the rental period. The insurance requirement may be satisfied if the host lists only on hosting Platforms that provide the host with this level of insurance. In such a case, the host must provide the City with a copy of the agreement between the host and the hosting Platform that evidences the requisite insurance coverage.

E. Renewal applications shall be processed in the same manner as the original application and shall contain the same information.

F. It shall be the obligation of the host to notify the Community Development Department of any changes to the information provided in the application within 15

business days of such change.

5.76.060 Regulatory requirements.

Home sharing permits are subject to the following regulations and conditions:

A. The host must reside on-site in a bedroom, within the home sharing rental, during the time in which guests are present.

B. Home sharing is only allowed in the Single-Family (R-1) and Low-Density Multiple-Family (R-2) zones as further set forth in Title 18 and may not be located on any property on which there is an accessory dwelling unit.

C. At all times the home sharing rental must be used solely for residential purposes.

D. Only bedrooms may be rented and occupancy shall be limited to a maximum of 4 people per bedroom.

E. The host must take responsibility for and actively prevent any nuisance activities that may take place as a result of home-sharing.

F. There must be a minimum of two parking spaces on site per unit, which need not be in an enclosed garage. Parking must meet the requirements of Chapter 18.40 of this Code. At least one parking space per reservation must be made available to guests and such parking may include the required parking as well as driveway spaces. Tandem parking spaces are acceptable provided each tandem space measures at least 9 feet by 20 feet and does not extend into any sidewalk or other public right-of-way. If any of the required parking is provided in a garage, each garage space must be kept clear of debris and able to accommodate a vehicle at all times.

G. The host shall keep records of the vehicle license plate numbers of guests, which shall be provided to the City upon request.

H. The host shall notify all residents within 75 feet of the property on which the home sharing rental is located that the host is operating a home sharing rental from that location.

I. The host shall post contact information on the property on a place that is visible and accessible to the public that provides the following information for the host: name, phone number, e-mail address. The notice shall also include the home sharing permit number. The notice shall be in a minimum 1-inch size font.

J. The home share must at all times have operable basic health and safety features, including fire extinguishers, smoke detectors, and carbon monoxide detectors.

K. The property shall be maintained in a clean and sanitary condition. Trash and refuse shall not be left outdoors and shall not be left stored within public view, except in proper containers for the purpose of collection by the trash collectors.

L. The host must maintain a transient occupancy registration certificate and must ensure the timely remittance of all transient occupancy taxes due in accordance with 3.16 of this Code.

M. A home share is for overnight lodging accommodations only and may not be used for, or advertised for use for weddings, parties of any kind, conferences, or similar events.

N. The host must provide a Good Neighbor Policy notice to all guests that advises, at a minimum, the following:

1. The expectation that guests are expected to be respectful of neighbors and maintain the residential character of the neighborhood;

2. Parking requirements;

3. Rules for trash and recycling;

4. That the City noise provisions require noise levels to be reduced from 10 p.m. to 7 a.m.;

5. That upon a failure to vacate by the expiration of the occupancy term, guests may be deemed trespassers and may be subject to removal by relevant authorities;

6. That pursuant to Chapter 9.68 of the Municipal Code, if the police are called to address public peace, health, safety, or general welfare issues, guests may be responsible for the cost of the police response; and

7. That the rental may only be used for residential purposes and may not be used for weddings, parties of any kind, conferences, or similar events.

O. If there is a change to the information provided in the application which qualified the dwelling unit to be a home sharing rental, such change must be reported to the Community Development Department in accordance with Section 5.76.050F, the host must also remove all listings within 15 business days and cease operations of the home sharing rental.

P. The host shall keep and preserve, for a minimum period of three years, all records regarding each home sharing stay, including the length of stay for each booking and the corresponding rate charged, which shall be provided to the City upon request.

5.76.070 Advertising

A. The host is responsible for the content of all advertising with respect to the home sharing rental.

B. All advertising shall contain the following information:

1. The City-issued registration number
2. The applicable maximum occupancy per bedroom;
3. That the host will be present at all times during the rental.

C. In the event a home sharing permit is revoked, the host must remove all listings within 48 hours.

D. The Director may request a hosting platform to remove a listing for any unpermitted home sharing or short-term rental unit or for any home share unit that had its home sharing permit revoked pursuant to this Chapter.

5.76.080 Ban, termination, and revocation.

A. Ban.

1. If the Director determines that there is fraud on any application, the applicant shall be permanently banned from operating a home sharing rental within the City.

2. If there are three sustained complaints, whether criminal, civil, or administrative, within a 12 month period against a host, the host shall be permanently banned from operating a home sharing rental within the City.

B. Automatic Termination. A home sharing permit shall automatically terminate upon a change of circumstances that would have led to a denial of the home sharing permit in the first instance.

C. Revocation. A home sharing permit may be revoked for non-compliance with any provision of a home sharing permit or this Code after receiving a written Notice of Violation which has become final or for violations of this Code at the location of the home sharing rental. A written Notice of Violation is not required in cases where the violation causes an immediate threat to the health and safety of the guests or other occupants of the home sharing rental or to any surrounding neighbors.

D. Any regulatory actions taken hereunder shall be in writing and issued by the Community Development Director. Such actions shall be appealable pursuant to Chapter 1.12 of the Gardena Municipal Code. This shall not apply to any administrative citation issued pursuant to chapter 1.20 of this Code.

5.76.090 Registry.

All hosts and their respective property permitted for home sharing pursuant to this Chapter shall be listed on a registry created by the City which list shall be periodically updated. This registry shall be a public record and made available to any person upon request.

5.76.100 Administrative Guidelines.

The City Manager or his/her designee may promulgate administrative guidelines, which may include, but are not limited to, application requirements, permit conditions, reporting requirements, inspection frequencies, enforcement procedures, advertising restrictions, disclosure requirements, to implement the provisions of this Chapter. No person shall fail to comply with any such regulation once it is incorporated into the Administrative Guidelines.

5.76.110 Hosting Platform Responsibilities.

A. Unless an alternative arrangement is authorized by the Administrative Guidelines, a hosting platform shall be responsible for collecting all transient occupancy taxes applicable to bookings completed through the hosting platform and for remitting the same to the City. The hosting platform shall be considered an agent of the host for purposes of such transient occupancy tax collections and remittance responsibilities as set forth in Chapter 3.16 of this Code.

B. The hosting platform shall require the host to input the home share unit's corresponding Short-term home sharing permit number, consistent with the City's alphanumeric format, before the listing can be displayed. Any short-term rental unit listing that predates this ordinance and that does not have a corresponding Short-term home sharing permit number shall be removed by the hosting platform consistent with this Section.

C. A hosting platform shall not complete any booking transaction for any residential property or unit unless it is listed on the City's registry created under Section 5.76.090 at the time the hosting platform receives a fee for booking the transaction. Upon request from the Director made in a manner specified in the Administrative Guidelines,

the hosting platform must remove a home share or short-term rental listing or take other action consistent with the Administrative Guidelines.

D. On a quarterly basis, the hosting platform shall provide the City with a report detailing the total number of nights all home sharing rentals were rented through the platform during the applicable reporting period.

E. A hosting platform shall not collect or receive a fee or other financial benefit, directly or indirectly through an agent or intermediary, for facilitating or providing services ancillary to an unregistered home sharing rental, including, but not limited to, insurance, concierge services, catering, restaurant bookings, tours, guide services, entertainment, cleaning, property management, or maintenance of the residential property or unit.

F. Safe Harbor. A hosting platform shall be presumed to be in compliance with this Chapter if it does either of the following:

1. Operates in compliance with subsections A – E above, or
2. Complies with the Administrative Guidelines approved by the City Manager or his/her designee that describe how the hosting platform must satisfy the hosting platform responsibilities in this Chapter.

G. The provisions of this Section shall be interpreted in accordance with otherwise applicable State and Federal laws and will not apply if determined by the City to be in violation of, or preempted by, any such laws.

5.76.120 Prohibitions.

A. It is unlawful to offer, operate, maintain, authorize, aid, facilitate or advertise the home sharing of any portion of any residential dwelling unit in the city without a valid home sharing rental permit.

B. It is unlawful to offer, operate, maintain, authorize, aid, facilitate or advertise the home sharing rental of any portion of any residential dwelling unit in the city, other than for home sharing.

C. It is unlawful to operate or maintain a home sharing unit in violation of the provisions of this Chapter.

D. Only a qualifying residential dwelling unit or portion thereof may be made available for home sharing subject to this Chapter and Title 18.

E. It is unlawful to offer, operate, maintain, authorize, aid, facilitate or advertise the short-term rental of any place or vehicle, other than a permitted home sharing rental, for purposes of overnight lodging. Rentals of recreational vehicles, trailers, and campers are specifically prohibited.

5.76.130 Enforcement; penalties.

A. Any person, including a guest, who violates any provision of this Chapter, or hosting platform that violates its obligations under this Chapter, shall be subject to administrative citations and penalties pursuant to Chapter 1.20 of this Code as well as criminal citations.

B. If the property upon which a home share unit is located is the subject or the site of three final violations of any of the provisions of this Chapter, or of Chapters 8.36 (Noise), 8.64 (Real Property Nuisance), or 9.68 (Unruly Gatherings), Title 15 relating to violation of building codes, or any combination thereof, the home sharing permit for the unit shall be automatically revoked. For purposes of this section, the automatic revocation shall become effective as of the date the third citation becomes final (i.e., the time for administrative and/or judicial review has passed or final judgment of a court has been entered upholding the citation).

C. The remedies provided in this Section are not exclusive, and nothing in this Section shall preclude the City's use or application of any other remedies, penalties or procedures established by law.

5.76.140 Remedies not exclusive.

The remedies listed in this Chapter are not exclusive of any other remedies available to the City under any applicable federal, state or local law and it is within the discretion of the city to seek cumulative remedies.

SECTION 16. Effective Date.

A. This Ordinance shall take effect on the thirty-first day after passage.

B. Notwithstanding subsection A, short-term rentals that were in effect on the date of adoption of this Ordinance shall have until 180 days after the effective date to cease all operations. This extension shall not apply to any vehicle or trailer which is being used as a short-term rental.

C. For any short-term lodging rental remaining in operation on the effective date of this Ordinance, the host shall be required to obtain a business license from the City and pay the Transient Occupancy Tax in accordance with Chapter 3.16 of the Gardena Municipal Code.

SECTION 17. Relief.

A. The owner of any residence being used for a short-term lodging rental may appeal the termination of the use pursuant to the following administrative procedure:

1. No later than 45 days after the adoption date, the owner or other person with an interest in the property may file a written request for relief ("Request") to the Community Development Director. The Request shall state all reasons, including but not limited to alleged abridgements of the appellant's constitutional rights, and why the prohibition should not be made effective as set forth in Section 16 of this Ordinance on the 180th day after effective date extension and relief.
2. Within 30 calendar days of filing the Request, the matter shall be set for hearing before a hearing officer.
3. Within 10 business days after the conclusion of the hearing, the hearing officer shall certify the findings and issue a written decision to the owner and the City. The decision of the hearing officer shall be final, subject to judicial review pursuant to Section 1094.5 of the California Code of Civil Procedure and further subject to the time limits for seeking such review pursuant to Section 1094.6 of the Code of Civil Procedure.
4. The cost of the hearing officer shall be paid for by the owner. The owner shall be required to submit a deposit in an amount determined by resolution of the City Council with the Request.
5. The City shall take no enforcement action toward requiring termination of the short-term lodging rental use pending the final decision of the hearing officer.

B. There are no appeal rights regarding vehicles or trailers being used as short-term rentals.

SECTION 18. General Plan Consistency. Adoption of this Ordinance is consistent with the City's General Plan. Specifically, the Ordinance implements Land Use Goal 1 and policies 1.1 and 1.2 by preserving and protecting single-family and low/medium-density residential neighborhoods as it helps create safe neighborhoods and protects the neighborhoods from incompatible uses of areas becoming commercial districts. The Ordinance also promotes policy 1.10 by insuring there will be adequate off-street parking. The Ordinance promotes Noise Goal 2 by incorporating noise considerations into land use planning decisions. By preventing entire homes from being rented as short term rentals, the Ordinance also promotes Housing Element Goal 1.0 by maintaining and enhancing the stability of the of the City's housing stock. Lastly, adoption of the

Ordinance helps promote and retain the business community by increasing the customer base of people who will make use of City businesses.

SECTION 19. CEQA. Pursuant to the provisions of the California Environmental Quality Act (“CEQA”), Public Resources Code § 21000 *et seq.* and the CEQA Guidelines, staff has determined that the Ordinance does not qualify as a project as defined in CEQA Guidelines section 15378, and there is no potential for the adoption of the Ordinance to result in a physical change in the environment and therefore is not subject to CEQA. Even if the Ordinance were subject to CEQA, it would be exempt under the common sense exemption of Guidelines section 15061(b)(3) as there is no possibility that the activity may have a significant effect on the environment. Adoption of the Ordinance is also exempt under Guidelines section 15308 as an action to creating a regulatory process to protect the environment. Staff is directed to file a Notice of Exemption.

SECTION 20. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 21. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

PASSED, APPROVED AND ADOPTED this 12th day of September, 2023.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.G
Section: CONSENT CALENDAR
Meeting Date: September 12,
2023

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

AGENDA TITLE: Modification to Bingo License for Gardena Valley JCI, located at 1964 W. 162nd Street

CONTACT: COMMUNITY DEVELOPMENT

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

On July 24, 2023, the applicant, Gardena Valley JCI, submitted a request for a modification to their existing Bingo License.

The modifications include the addition of hosting bingo games Tuesdays between the hours of 12:00 PM and 2:00 PM and changing their hours on Thursdays from 12:00 PM to 2:00 PM to now 11:00 AM to 1:00 PM. The applicant is also requesting to host bingo games at their annual June Matsuri event.

Memorandums from each applicable department or division are attached, as well as the filed application.

FINANCIAL IMPACT/COST:

None.

ATTACHMENTS:

[Gardena Valley JC\)_Application_Staff Memos.pdf](#)

APPROVED:

Clint Osorio, City Manager

**DEPARTMENT of COMMUNITY DEVELOPMENT**1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9530

Bingo License Application

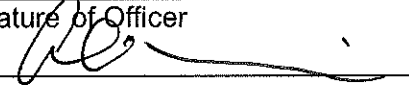
Pursuant to the Gardena Municipal Code (GMC) Section 5.16.020, the game of bingo shall not be allowed, played, or conducted except pursuant to a license obtained from the City in the manner provided in this Chapter.

Name of Applicant/Organization (attach statement that applicant is an eligible organization under Section 5.16.030) Gardena Valley Japanese Cultural Institute	
Address Where Bingo Games are to be Held 1964 W. 162nd Street	
Occupancy Capacity 160	Length of Time Applicant has Occupied Premises 70+ years
Days and Hours Bingo is to be Conducted Tuesdays 12p-2p; Thursdays 11a-1p; and annually at the GVJCI Matsuri in June	
Length of Time Applicant has Conducted Operations in the City 70+ years	
Name and Address of Legal Property Owner Same as above	

If granted a license, the applicant agrees to conduct bingo games in strict accordance with the provisions of Section 326.5 of the Penal Code of the State and this chapter, as they may be amended from time to time, and agrees that the license to conduct bingo games may be revoked by the City Manager upon the violation of any such provisions.

Where applicable, the applicant shall also submit with its application the appropriate documentation from the exemption division of the Franchise Tax Board of the State showing exemption.

We hereby declare under penalty of perjury that the foregoing is true and correct and that the applicant(s) agrees to comply with all conditions imposed with the issuance of this license.

Signature of Officer 	Date: 07/24/2023
Address GVJCI, 1964 W. 162nd Street, Gardena, CA 90247	
Signature of Officer	Date:
Address	



July 24, 2023

To City of Gardena:

We have a current annual Bingo permit due to expire on 8/10/2023, and we would like to renew it for another year. We hold our weekly bingo activity for our senior members, and also hold bingo games at our GVJCI Matsuri Fundraiser in June of each year.

I have enclosed a payment for \$708.00 for the renewal fee.

Thank you very much for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Alison", followed by a long horizontal line extending to the right.

Alison Kochiyama
Executive Director



MEMORANDUM
DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Police Department / Fire Department

DATE: August 7, 2023

FROM: Gregg Tsujiuchi, Director

REF: Bingo Permit Renewal for 2023

SUBJ: Department Inspection & Investigation
Request

CC:

Type of Application: BINGO PERMIT (RENEWAL)
Business: Gardena Valley JCI
Owner: Alison Kochiyama-Officer
Location: 1964 W. 162nd Street
Gardena, CA 90247
Request Approval to: Renew Bingo Permit for 2023

Background:

The Gardena Valley Japanese Cultural Institute has submitted a Bingo renewal permit application requesting a change in their operations. They wish to hold bingo games every Tuesday from 12 p.m. to 2 p.m. and every Thursday from 11 a.m. to 1 p.m. Additionally, they would like to allow the playing of bingo games at their annual Maturi event in June included. The organization has been operating in the City of Gardena for over 50 years. Please find attached their application.

Please conduct the necessary inspections and/or investigations and reply by **August 16, 2023**.

Your prompt attention to this request is greatly appreciated so that we can dispose of this matter without delay.

Department Response

Name of Department: Police

Complaints have been received in the past regarding this location (if yes, see attached information): ☐ Yes ☐ No

☒ Recommend Approval ☐ Recommend Approval with Additional Conditions (see List of Conditions) ☐ Recommend Denial – See comments below/attached Memo.

☐ Comments (Please list conditions/comments here or attach a separate memo)

Department Head Signature

Date

msflop
8/21/23



MEMORANDUM

GARDENA POLICE DEPARTMENT

To: Michael Saffell
Chief of Police

DATE: August 16th, 2023

FROM: Chris Mendez
SIU Detective

REF:

SUBJ: Gardena JCI Bingo Permit Renewal

CC: Chain of Command

Per Gardena Municipal Code Chapter 5.32.070 the Gardena Police Department recommends that the City Council approves the Bingo Renewal Permit Application for **Gardena Valley JCI** based on the following results:

- On July 24th, 2023, a completed Bingo Permit Renewal Request application was submitted to the City of Gardena Community Development Department by Alison Kochiyama, the Agent in charge of the Gardena Valley JCI at 1964 W. 162nd St in Gardena.
- Alison Kochiyama's background was checked using DMV, WANTS, Tiburon, and Mark43 databases and those results were negative.
- There have been 3 Mark 43 police reports taken by Gardena PD at the location since 2019, but none of the reports were associated directly with the business or with Alison Kochiyama. The reports were related to a commercial vehicle burglary and another theft related report from the location (the business was the victim).
- A calls-for-service check was completed on May 17th, 2023. There were 2 recent calls for service since 2022 directly associated with the business. The calls for service were related to a disturbance report and a burglary report. The business was the reporting party in both incidents.
- A business check of Gardena JCI was conducted on the CA Secretary of State website. Gardena Valley JCI is in "Good" standing in all areas and listed Alison Kochiyama as the current Agent.
- The CA Secretary of State website also listed Gardena JCI as a legitimate 501(c)(3)-Nonprofit Corporation.
- The Gardena Valley JCI has been operating at the location for approx. 50 years and has been issued a permit for this event in past years.

Chris Mendez



MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Planning Division

DATE: August 7, 2023

FROM: Gregg Tsujiuchi, Director

REF: Bingo Permit Renewal for 2023

SUBJ: Department Inspection & Investigation
Request

CC:

Type of Application: BINGO PERMIT (RENEWAL)
Business: Gardena Valley JCI
Owner: Alison Kochiyama-Officer
Location: 1964 W. 162nd Street
Gardena, CA 90247
Request Approval to: Renew Bingo Permit for 2023

Background:

The Gardena Valley Japanese Cultural Institute has submitted a Bingo renewal permit application requesting a change in their operations. They wish to hold bingo games every Tuesday from 12 p.m. to 2 p.m. and every Thursday from 11 a.m. to 1 p.m. Additionally, they would like to allow the playing of bingo games at their annual Matsuri event in June included. The organization has been operating in the City of Gardena for over 50 years. Please find attached their application.

Please conduct the necessary inspections and/or investigations and reply by **August 16, 2023**.

Your prompt attention to this request is greatly appreciated so that we can dispose of this matter without delay.

Department/Division Response

Name of Division: CDD/Planning Division

Complaints have been received in the past regarding this location (if yes, see attached information): ☐ Yes ☐ No

☒ Recommend Approval

☐ Recommend Approval with
Additional Conditions (see List of
Conditions)

☐ Recommend Denial – See
comments below/attached Memo.

☐ Comments (Please list conditions/comments here or attach a separate memo)

Division Signature

Date

Amanda Usciano
8/28/23



MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Amanda Acuna, Senior Planner

DATE: August 10, 2023

FROM: Kevin La, Planning Assistant *Kevin La*

REF:

SUBJ: Re: BINGO LICENSE (MODIFICATION)

CC:

The Planning Division is recommending approval of the modifications to the Bingo License for Gardena Valley JCI, located at 1964 W. 162nd Street. The modifications include the addition of hosting bingo games Tuesdays between the hours of 12:00 PM and 2:00 PM and changing their hours on Thursdays from 12:00 PM to 2:00 PM to now 11:00 AM to 1:00 PM. The applicant is also requesting to host bingo games at their annual June Matsuri event.

This recommendation of approval, for the modifications to their bingo license, is subject to comply with all those provisions of the Gardena Municipal Code within Chapter 5.16.



MEMORANDUM
DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Police Department / Fire Department
FROM: Gregg Tsujiuchi, Director
SUBJ: Department Inspection & Investigation
Request

DATE: August 7, 2023
REF: Bingo Permit Renewal for 2023
CC:

Type of Application: BINGO PERMIT (RENEWAL)
Business: Gardena Valley JCI
Owner: Alison Kochiyama-Officer
Location: 1964 W. 162nd Street
Gardena, CA 90247
Request Approval to: Renew Bingo Permit for 2023

Background:

The Gardena Valley Japanese Cultural Institute has submitted a Bingo renewal permit application requesting a change in their operations. They wish to hold bingo games every Tuesday from 12 p.m. to 2 p.m. and every Thursday from 11 a.m. to 1 p.m. Additionally, they would like to allow the playing of bingo games at their annual Matsuri event in June included. The organization has been operating in the City of Gardena for over 50 years. Please find attached their application.

Please conduct the necessary inspections and/or investigations and reply by **August 16, 2023**.

Your prompt attention to this request is greatly appreciated so that we can dispose of this matter without delay.

Department Response

Name of Department:

Fire

Complaints have been received in the past regarding this location (if yes, see attached information): ☐ Yes ☒ No

☒ Recommend Approval

☐ Recommend Approval with
Additional Conditions (see List of
Conditions)

☐ Recommend Denial – See
comments below/attached Memo.

☐ Comments (Please list conditions/comments here or attach a separate memo)

Department Head Signature

CA Johnson

Date

8/9/2023



MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

CONTINUED

TO: P.D 4 Fire
 via email
 8/7/23

TO: Police Department / Fire Department

DATE: August 7, 2023

FROM: Gregg Tsujiuchi, Director

REF: Bingo Permit Renewal for 2023

SUBJ: Department Inspection & Investigation
Request

CC:

Type of Application: BINGO PERMIT (RENEWAL)
 Business: Gardena Valley JCI
 Owner: Alison Kochiyama-Officer
 Location: 1964 W. 162nd Street
 Gardena, CA 90247
 Request Approval to: Renew Bingo Permit for 2023

Background:

The Gardena Valley Japanese Cultural Institute has submitted a Bingo renewal permit application requesting a change in their operations. They wish to hold bingo games every Tuesday from 12 p.m. to 2 p.m. and every Thursday from 11 a.m. to 1 p.m. Additionally, they would like to allow the playing of bingo games at their annual Matsuri event in June included. The organization has been operating in the City of Gardena for over 50 years. Please find attached their application.

Please conduct the necessary inspections and/or investigations and reply by **August 16, 2023**.

Your prompt attention to this request is greatly appreciated so that we can dispose of this matter without delay.

Department Response

Name of Department: _____

Complaints have been received in the past regarding this location (if yes, see attached information): ☐ Yes ☐ No

☐ Recommend Approval

☐ Recommend Approval with
Additional Conditions (see List of
Conditions)

☐ Recommend Denial – See
comments below/attached Memo.

☐ Comments (Please list conditions/comments here or attach a separate memo)

Department Head Signature
Date



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.H
Section: CONSENT CALENDAR
Meeting Date: September 12,
2023

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

AGENDA TITLE: Approve Carnival Contract with CM Amusement for the Fall Carnival at Mas Fukai Park on Friday, October 20, Saturday, October 21, and Sunday, October 22, 2023

CONTACT: RECREATION AND HUMAN SERVICES

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council approve the attached Carnival Contract with CM Amusement. The carnival will be held on Friday, October 20, Saturday, October 21, and Sunday, October 22, 2023 at Mas Fukai Park. CM Amusement provides rides, games, and food for medium and large-scale events throughout Southern California. CM Amusement is committed to safety and abides by applicable laws and regulations, including routine inspections throughout the day during the event. A carnival manager will be onsite during all operational hours. The City of Gardena Recreation Division has used carnivals as a fundraiser since 1987 and the funds earned will support sports and recreation programs including funding for equipment, field maintenance, banquets, and other activities. Private security and Gardena Police Department will be assigned to this event.

FINANCIAL IMPACT/COST:

Cost: No impact to the General Fund.

Anticipated Revenue: Will be based on attendance and participant spending at the event.

ATTACHMENTS:

[CM_Amusements_Carnival_Contract_October_2023.pdf](#)

APPROVED:

Clint Osorio, City Manager

A G R E E M E N T

THIS AGREEMENT, made and entered into this 22nd day of August, **2023**, at Gardena, Los Angeles County, California, by and between the City of Gardena, a municipal corporation of the State of California (“City”) and CM Amusement, 11721 Whittier Blvd. #503, Whittier, CA 90601, a corporation authorized to do business in the State of California (“Vendor”). Based on the mutual covenants and agreements set forth herein, the Parties hereto agree as follows:

1. RECITALS

- A. The City desires to host a Fall Celebration with Carnival Festivities (the “Carnival”) at Mas Fukai Park, 15800 S. Brighton Avenue, on **Friday, October 20 through Sunday, October 22, 2023.**
- B. The operating hours shall be as follows:

**Friday, October 20, 5PM – 10PM,
Saturday, October 21, 2PM -10PM
Sunday, October 22, 2PM – 10PM**
- C. The City desires to have entertainment and refreshments available at said Carnivals, including the availability of rides as defined herein.
- D. Vendor represents that it is able and qualified to provide such entertainment and refreshments and the City desires to contract with Vendor for the same.
- E. The City will have the option to provide up to five (5) booths for information or vending.

2. RIDES TO BE PROVIDED BY VENDOR:

Vendor shall provide a minimum of five (5) Spectacular rides, and a minimum of 15 Major and Kiddie rides at each Carnival. Total of 15 to 18 rides. Additional rides shall be provided if the City so desires. The precise number of rides will be dependent upon what the park grounds area will safely accommodate. If the grounds will accommodate less than 18 rides, then the City of Gardena will choose which rides to be provided.

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

3. TICKET SALES

- A. Vendor shall supply the tickets to be sold.

B. Vendor shall supply a minimum of two air-conditioned ticket booths from which tickets are to be sold during Carnival operating hours. City shall have the option of selling ride tickets at the Carnival or allowing Vendor to sell the tickets. In either case, Vendor will not receive compensation for selling the tickets unless a separate written agreement is entered between the parties.

C. All tickets sold on the Carnival grounds on **October 20, 21, and 22, 2023** will be offered as follows.

a). **“Pre-Sale Wristbands” (PSW)**: This special wristband shall cost \$35.00. The wristband will allow one to ride any ride by showing the wristband at a ride entrance. The wristbands will be permitted from the Carnival open time to 9:00 pm daily. The wristband sales will be handled by CM Amusement’s with a QR code system to purchase online. The sales of the PSW will be made available to the City when sales begin. The sales for the PSW must begin no later than Sunday, October 1, 2023. Last day to purchase a PSW will be 5:00 pm, Friday, October 20, 2023.

b). **Traditional Tickets/Wristbands** shall also be available and priced as follows. Tickets will be offered at \$1.00 per ticket and rides will require 4 to 7 tickets per ride, rate set by the vendor. Wristbands will be offered at \$45.00 each and will include unlimited rides from the opening time of the Carnival to 9:00 pm. daily.

4. GAMES.

Vendor shall provide and operate 15 to 18 Carnival games.

5. REFRESHMENTS.

Vendor shall supply one refreshment trailer for food items that will consist of: Cotton Candy; Corn Dogs; Popcorn; Snow Cones; Candy Apples; Nachos; Hotdogs and deep-fried Burritos.

6. ADVERTISEMENT.

Vendor shall be responsible for promotion of the Carnival.

A. Vendor shall supply one hundred (100) posters by Friday, September 22, 2023, at no cost to the City. The City may request, and Vendor shall supply, additional posters at the time of the initial delivery. The posters shall be approximately sixteen inches (16”) by twenty-four (24”) in size.

7. **ELECTRICITY.** Vendor agrees to supply a generator trailer to power the rides, food and game booths located on the Carnival grounds during Carnival hours. This power will provide electrical outlets for food preparation units

and lights to each booth. Vendor will be responsible for connecting game and food booth lights, and food booths will be responsible for connecting their electrical cooking utensils to the provided electrical outlets.

8. SECURITY. The City shall supply a security guard from a licensed and bonded security firm for the Carnival grounds during the evening operating hours of 6:00 PM to close.
9. SET-UP/BREAK-DOWN.
 - A. Vendor shall set-up only during the hours of 7:00 AM until 3:30 PM beginning on Monday, October 16, 2023, and shall breakdown only during the hours of 7:00 AM until 3:30 PM on the Monday and Tuesday following each Carnival event date or as approved by CITY staff. CITY staff must be present for arrival and departure of all equipment on and off the baseball field. The Carnival will cease to operate including generators at closing time or sooner on each operating date except Sunday. On Sunday, October 22, 2023, the Carnival will close at 10PM and the generators and all activities will cease by 11PM. Vendor shall remove the Carnival in its entirety by 7:00 PM Tuesday, October 24, 2023, following the Carnival event date. In consideration of the residents who live around Mas Fukai Park (carnival location), Vendor and its workers shall abide by the operating hours set forth in Section 1.B., above and the set-up and break-down hours set forth in this paragraph (9). Violation of this Section may result in the loss of the Security Deposit as provided in Section 17 below.
 - B. The carnival company will store all equipment on the field known as Diamond #1.
 - C. Violation of this section may result in the loss of the security deposit as provided in Section 17 below.
10. TERMINATION. City may terminate this Agreement, with or without cause, by giving ten (10) days written notice to the other party.
11. COMPENSATION. Vendor shall pay compensation to the City as follows:
 - A. FOR THE RIDES:

City shall receive Twenty-Five Percent (25%) of the gross ticket sales received by Vendor for such rides.
 - B. FOR THE GAMES:

CITY shall receive a fee of one hundred dollars (\$100.00) compensation for games supplied.

C. FOR THE REFRESHMENTS:

CITY will receive a fee of one hundred dollars (\$100.00) compensation for refreshment booths supplied.

- D. Vendor shall make payment in the form of a check to the City of Gardena no later than midnight Sunday, October 22, 2023, following the close of the Carnival.
- E. Vendor will submit a financial report including revenue and expense detail for the carnival. Each report shall be either mailed or delivered to the Recreation and Human Services Department within 7 days of the close of the carnival.

13. INSURANCE REQUIREMENTS

- A. COMMENCEMENT OF WORK. Vendor shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Vendor must have and maintain in place all the insurance coverage required in this Section. Vendor insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all the requirements of this Section and Vendor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Vendor's insurance may cover all subcontractors.
- B. INSURANCE COMPANY REQUIREMENTS. Insurers admitted doing business in the State of California shall issue all insurance policies used to satisfy the requirements imposed hereunder. Insurers shall have a current Best's rating of not less than A-: VII, unless otherwise approved by City.
- C. COVERAGE, LIMITS, AND POLICY REQUIREMENTS. Vendor shall maintain the types of coverage and limits indicated below:
 - 1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage provide by and to the extent afforded by Insurance Services Office Form CG2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverages under this policy shall be no less than two million dollars (\$2,000,000.00) per occurrence.
 - 2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including

Symbol 1 (any auto) with no special limitations affecting City.
The limit for bodily injury and property damage liability shall be no less than two million dollars (\$2,000,000.00) per accident.

D. **POLICY REQUIREMENTS.** The policies set forth shall comply with the following, as evidenced by the policies or endorsements to the policies:

- 1) The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.
- 2) The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested of any cancellation, non-renewal or material change in coverage.
- 3) For any claims with respect to the Services covered by this Agreement, Vendor insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents, and volunteers shall be excess of Vendor insurance and shall not contribute with it.

E. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE** - A policy, which meets all statutory, benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted doing business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

F. **ADDITIONAL REQUIREMENTS.** The procuring of such required policies of insurance shall not be construed to limit Vendor's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Vendor in writing of changes in the insurance requirements. If Vendor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within thirty (30) days of receipt of such notice, Vendor shall be deemed in default hereunder.

G. **DEDUCTIBLES.** Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retention with respect to City, its officers, employees, agents and volunteers, (with additional

premium, if any to be paid by Vendor) or Vendor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

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

I. TERMINATION FOR LACK OF REQUIRED COVERAGE. If Vendor, for any reason fails to have in place, always during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Vendor's expense and/or terminate this Agreement.

14. INDEMNIFICATION. Vendor shall defend, indemnify and hold harmless City, its officers, agents, employees, and volunteers from any and all claims, liabilities, expenses or consequential damages of any nature, including attorney's fees arising out of, or in any way connected with performance of this Agreement by Vendor, Vendor agents, employees, subcontractors, or independent contractors hired by Vendor. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor.
15. RESTORATION OF PREMISES. By **Tuesday, October 24, 2023**, Vendor shall restore park facilities to the condition they were in prior to installing entertainment and refreshment facilities. The Carnival is required to cover any cost of the repairs to damages caused by the Carnival. Failure to properly restore the park facilities or cover any costs for damages of the facility may constitute cause for denying any future contracts with vendor.
16. INDEPENDENT CONTRACTOR. Vendor is and shall always remain as to the City a wholly independent contractor. Neither the city nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Vendor or any of its officers, employees, or agents.
17. SECURITY DEPOSIT Vendor shall post a refundable \$2,000 cash or check deposit with the City. This security deposit shall cover any damage, which may occur to the facility at Mas Fukai Park that is related to the

Carnival, including costs incurred due to a failure of Vendor to restore the premises in accordance with Section 15, above. Should the City need to draw upon the deposit after said Carnival, Vendor shall restore the amount of the deposit to \$2,000 or whichever is greater.

18. **ELECTRICAL PERMIT.** Vendor agrees to timely apply for, and secure permits required by the City Building Code. Carnival will not be permitted to begin without such permit. City shall waive fees for the electrical permit.
19. **LICENSES.** Vendor shall, always during the term of this Agreement, have in full force and effect, all licenses required of it by law, including but not limited to, a City Business License. The City Business License for Vendor shall be in good standing before an electrical permit shall be issued. Vendor shall be responsible for payment of business license fees.
20. **ASSIGNMENT.** Vendor shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, without the prior written consent of the City.
21. **NOTICE.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be written and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

CITY: City of Gardena
 Clint Osorio, City Manager
 1700 West 162nd Street
 Gardena, California 90247

CARNIVAL: CM Amusement
 Ron Waldman, Manager
 11721 Whittier Blvd. #503
 Whittier, CA 90601

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

22. **WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.
23. **COMPLIANCE WITH LAWS.** Vendor shall comply with all applicable laws, ordinances, codes, and regulations, of the federal, state, and local government.


24. **CONFLICT OF INTEREST AND REPORTING.** Vendor shall always avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Vendor shall comply with the City's Conflict of Interest reporting requirements. Vendor understands that pursuant to Gardena Municipal Code section 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an office holder, until the completion of services to be performed under this Agreement.
25. **AUTHORITY TO EXECUTE.** The persons executing this agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
26. **ATTORNEY'S FEES.** In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recovery of attorney's fees and court costs from the opposing party.
27. **PREPARATION OF AGREEMENT.** Should interpretation of this Agreement, or any portion thereof be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally and shall not be interpreted against either party on the ground that one party prepared the Agreement or caused it to be prepared.
28. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
29. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Vendor. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

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

CITY

MAYOR OF THE CITY OF GARDENA

ATTEST _____
City Clerk

APPROVED AS TO FORM: BY:  _____
City Attorney

VENDOR: BY: _____
CM Amusement

TITLE: _____



PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

Regular PEQC Meeting Notice and Agenda

Website: www.cityofgardena.org

Tuesday, September 5, 2023 – 7:00 PM

1700 W. 162nd Street, Gardena, California

REPORT OF ACTIONS

6. OTHER MATTERS

6.A PUBLIC CONVENIENCE OR NECESSITY DETERMINATION FOR CONDITIONAL USE PERMIT #5-22

For a determination of Public Convenience or Necessity to allow the on -site sale and consumption of beer and wine ancillary to a new karaoke bar business at 15210 Western Avenue, pursuant to a Type-42 On-Sale General license with the California Department of Alcoholic Beverage Control (ABC) and determination that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15301 and Section 15061(b)(3).

Project Location: 15210 S Western Ave

Applicant: Kyeang Linda Jo (DBA Sul Bar)

[Staff Report PCN for Sul Bar.pdf](#)

[Attachment A - ABC Form 245.pdf](#)

[Attachment B - Staff Report for CUP #5-22.pdf](#)

[Attachment C - Resolution No. PC 16-23 Sul Bar FINAL.pdf](#)

Commission Action: The Planning Commission approved Resolution No. 16-23, by a vote of 5-0, making a finding of convenience and necessity for approving the sale of alcohol beverages for on-site consumption for the establishment at 15210 Western Avenue.

7. PUBLIC HEARING ITEMS

7.A CONDITIONAL USE PERMIT #6-23

A request for a conditional use permit, per section 18.32.030.B of the Gardena Municipal Code, to allow the on-site sale and consumption of beer and wine in an existing restaurant located in the General Commercial (C-3) zone and determination that the project qualifies for a Class 1 categorical exemption as an existing facilities project, and exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act.

Project Location: 1845 W Redondo Beach Blvd.

Applicant: Sun Ja Lee

[Staff Report \(CUP #6-23\).pdf](#)

[Resolution \(CUP #6-23\).pdf](#)

[Exhibit A: COA \(CUP #6-23\).pdf](#)

[Exhibit B: Project Plan \(CUP #6-23\).pdf](#)

Commission Action: Planning Commission approved Resolution No. 14-23, by a vote of 5-0, approving Conditional Use Permit #6-23 subject to the Conditions of Approval, and directed staff to file a Notice of Exemption.

7.B MODIFICATION OF CONDITIONAL USE PERMIT

#13-17 Continuation to a later Planning Commission meeting. Project Location: 1650 W 130th St. Applicant: Antonio Valenzuela
[Continuation Memo CUP #7-23](#)

Commission Action: No action was made by the Planning Commission. This item will be brought back to the Commission at a future meeting and re-noticed in the newspaper.

7.C ZONE TEXT AMENDMENT #4-23

Reconsideration of an Ordinance Amending Chapter 18.13 of the Gardena Municipal Code relating to Accessory Dwelling Units and making a determination that the Ordinance is exempt from CEQA pursuant to the Public Resources Code Section 21080.17. The Planning Commission is being asked to reconsider additional changes to the draft Ordinance and to make a recommendation to the City Council. Project Location: Citywide
[Staff Report \(ADU Reconsdideration\).pdf](#)
[Attachment A - Resolution PC No. 17-23 \(ADUs \).pdf](#)
[Draft Ordinance No. 1856 \(ADU2-\).pdf](#)
[Attachment B - Public Hearing Notice.pdf](#)
[Attachment C - Previous Public Comment.pdf](#)

Commission Action: Planning Commission approved Resolution No. 17-23, by a vote of 5-0, recommending that the City Council adopt Ordinance No. 1856.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 12.A
Section: DEPARTMENTAL
ITEMS - ADMINISTRATIVE
SERVICES
Meeting Date: September 12,
2023

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

AGENDA TITLE: RESOLUTION NO. 6645, Authorizing the City Manager to Execute All Agreements and to Accept Grant Funds for the Gardena Community Aquatic & Senior Center from the U.S. Department of Housing and Urban Development

CONTACT: ADMINISTRATIVE SERVICES

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

In March 2023, the City received notification of a \$1,400,000.00 Community Project Funding award requested by Congresswoman Water's office for the Gardena Community Aquatic & Senior Center enacted in the Consolidated Appropriations Act, 2022.

The City must adopt a resolution that gives an employee the authority to enter into agreements with the U.S. Department of Housing and Urban Development. The attached resolution delegates that authority to execute these agreements and any amendments thereto to the City Manager. Therefore staff recommends that Council Adopt Resolution No. 6645 Authorizing the City Manager to Execute and to Accept Grant Funds for the Gardena Community Aquatic & Senior Center from the U.S. Department of Housing and Urban Development.

FINANCIAL IMPACT/COST:

\$1.4 million Community Project Funding award for the Gardena Community Aquatic & Senior Center

ATTACHMENTS:

[Resolution No 6645.pdf](#)

APPROVED:

Clint Osorio, City Manager

RESOLUTION NO. 6645

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS AND TO ACCEPT GRANT FUNDS FOR THE GARDENA COMMUNITY AQUATIC & SENIOR CENTER FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Gardena is eligible to receive grant funds in the amount of \$1,400,000.00 for the Gardena Community Aquatic & Senior Center from the U.S. Department of Housing and Urban Development, and;

WHEREAS, Grant Agreements, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements must be executed with the U.S. Department of Housing and Urban Development, and;

WHEREAS, the City of Gardena wishes to delegate the authority to execute these agreements and any amendments thereto to the City Manager.

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

SECTION 1. That the City of Gardena designates the City Manager as the person authorized to execute all Grant Agreements, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements, and any amendments thereto with the U.S. Department of Housing and Urban Development.


Passed, approved, and adopted this 12th day of September 2023.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 13.A
Section: DEPARTMENTAL
ITEMS - COMMUNITY
DEVELOPMENT
Meeting Date: September 12,
2023

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

AGENDA TITLE: PUBLIC HEARING: Regarding FY 2021-2022 and 2022-2023 Consolidated Annual Performance and Evaluation Reports (CAPER)

COUNCIL ACTION REQUIRED:

Staff Recommendation: Conduct a public hearing, allow three (3) minutes for each speaker; receive public comment, and authorize staff to submit the FY 2021-2022 CAPER and 2022-2023 CAPER to the U. S. Department of Housing and Urban Development

RECOMMENDATION AND STAFF SUMMARY:

During the FY 2021-22, the City received \$601,759 of Community Development Block Grant (CDBG) funds. \$383,405.05 of these funds were used to meet the goal of providing funding for fair housing, and landlord-tenant mediation services, code enforcement, services for low- and moderate-income persons, and housing rehabilitation. The remaining funds will be reallocated toward FY 2023-24 eligible activities. During the FY 2022-23, the City received \$601,759 of CDBG funds. Due to various factors, including staff turnover and program compliance challenges, the City did not meet its annual goals and will be reallocating those funds toward the FY 2023-24 activities. In addition, under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, the City received \$901,984 of CDBG-Coronavirus (CV) funds to prevent, prepare for, and respond to the COVID-19 pandemic. \$567,955.39 of those funds were spent and the remaining funds will be considered for reallocation toward CDBG-CV eligible activities in FY 2023-24.

Staff respectfully recommends that the Council conduct a public hearing, receive public comment, and authorize staff to submit the FY 2021-22 CAPER and 2022-23 CAPER to the U.S. Department of Housing and Urban Development.

FINANCIAL IMPACT/COST:

None

ATTACHMENTS:

[Staff Report - CAPER 2021-22 & 2022-23.pdf](#)
[Gardena - 2021-2022 CAPER.pdf](#)
[Gardena - 2022-2023 CAPER.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

Clint Osorio, City Manager



City of Gardena

City Council Meeting

Agenda Item No. 13A
Department: Community Development
Meeting Date: September 12, 2023
CDBG CAPER FY21-22 & 22-23

AGENDA STAFF REPORT

AGENDA TITLE: PUBLIC HEARING REGARDING FY 2021-2022 AND 2022-2023 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORTS (CAPER)

RECOMMENDATION:

Staff respectfully recommends that the Council conduct a public hearing, receive public comment, and authorize staff to submit the FY 2021-2022 and 2022-2023 CAPER to the U.S. Department of Housing and Urban Development.

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) requires that the City Council annually conduct a public hearing to allow for comments regarding the City's Consolidated Annual Performance and Evaluation Report (CAPER) for each fiscal year. The CAPER is a federally required annual review of the City's progress toward meeting the objectives specified in the City's five-year Consolidated Plan for use of Community Development Block Grant (CDBG) funds. A public notice was published in the Gardena Valley News on August 25, 2023 to solicit public comments from interested citizens and invite them to the City Council meeting if they wish to comment on this item. In addition, the draft CAPER(s) were available for public review for the required 15 day period from August 28, 2023 through September 12, 2023 at City Hall and on the City's website.

DISCUSSION:

The City's current 5-year Consolidated Plan covers the period from July 1, 2021 through June 30, 2026. The Consolidated Plan provides HUD with a comprehensive assessment of the City's housing and community development needs. The Plan outlines the City's priorities, objectives, and strategies for the investment of CDBG funds to address these needs over a five-year period. While the Consolidated Plan establishes objectives and strategies, the Annual Action Plan(s) identifies the specific activities that will use CDBG funds to achieve certain outcomes related to the established objectives, and the CAPER evaluates the accomplishments of the Annual Action Plans.

FY 2021-2022 CAPER Summary

For the FY 2021-2022 program year, the City received \$637,637 of CDBG funds. \$383,405.05 of these funds were used to meet the Action Plan goals, including funding for fair housing and landlord-tenant mediation services, code enforcement, services for low- and moderate-income

persons, and housing rehabilitation. The remaining funds will be reallocated towards FY 2023-2024 eligible activities and the accomplishments will be reported in the FY 2023-2024 CAPER.

FY 2022-2023 CAPER Summary

For the 2022-2023 program year, the City received \$601,759. These funds were intended to be used to meet the Action Plan goals, including funding for fair housing and landlord-tenant mediation services, code enforcement, services for low- and moderate-income persons, and housing rehabilitation. However, due to various factors, including staff turnover and program compliance challenges, the City did not meet its annual goals. While the City did implement some of the eligible activities in FY 2022-2023, the City did not use CDBG funds but instead used its General Funds to subsidize these activities. Nonetheless, the City will be reallocating all FY 2022-2023 CDBG funds and allocating them towards FY 2023-2024 eligible activities and reporting the accomplishments in the FY 2023-2024 CAPER.

In addition, under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, HUD provided special allocations of CDBG-Coronavirus (CV) funds to the City of Gardena. In total, the City received \$901,984 of CDBG-CV funds to prevent, prepare for, and respond to the COVID-19 Pandemic. A total of \$567,955.39 of CDBG-CV funds have been expended by the Emergency Rental Assistance Program, Small Business Assistance Program, and Emergency Food/Sustenance Assistance Program. The City will consider reallocating the balance of \$334,028.61 in CDBG-CV funds to an eligible activity which will address the emergency service needs of Gardena residents in FY 2023-2024.

LEGAL REVIEW:

N/A

FISCAL IMPACT:

None

Submitted by: Greg S. Tsujiuchi

Date: 9/8/2023

Attachment(s):

1. FY 2021-2022 CAPER
2. FY 2022-2023 CAPER

Draft - 2021-2022 Consolidated Annual Performance and Evaluation Report

Community Development Block Grant



PUBLIC COMMENT 8/28/23 – 9/12/23

This page intentionally left blank.

Prepared by:

The City of Gardena
Community Development Department
1700 West 162nd Street
Gardena, CA 90247

<https://cityofgardena.org/cddhomepage/>

This page intentionally left blank.

TABLE OF CONTENTS

CR-05 - Goals and Outcomes	1
CR-10 - Racial and ethnic composition of families assisted	7
CR-15 - Resources and Investments 91.520(a)	8
CR-20 - Affordable Housing 91.520(b)	10
CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)	12
CR-30 - Public Housing 91.220(h); 91.320(j)	15
CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)	16
CR-40 - Monitoring 91.220 and 91.230	18
CR-45 - CDBG 91.520(c)	21
CR-58 – Section 3	28

APPENDICES

Appendix A – Public Notice	A
Appendix B – Summary of Citizen Participation Comments	B
Appendix C – IDIS PR26 Financial Reports	C

This page intentionally left blank.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its Strategic Plan and its Action Plan.
91.520(a)

This 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER) is the City of Gardena's report to the U.S. Department of Housing and Urban Development (HUD) describing the use of federal Community Development Block Grant (CDBG) funds. The CAPER reports on the first Program Year of the 2021-2025 Consolidated Plan period, covering July 1, 2021 to June 30, 2026.

The City receives CDBG funds from HUD on a formula basis each year, and in turn, implements projects and activities in furtherance of the Consolidated Plan. The CDBG program generally provides for a wide range of eligible activities for the benefit of low- and moderate-income Gardena residents, as discussed below.

For the 2021-2022 program year, the City received \$637,637 of CDBG funds for a total formula grant allocation of \$637,637. These funds were used to meet the Action Plan goals, including funding for fair housing and landlord-tenant mediation services, code enforcement, services for low- and moderate-income persons, and housing rehabilitation.

Under the CARES Act, HUD provided special allocations of CDBG funds to the City of Gardena. In total, the City received \$901,984 of CDBG-CV funds to prevent, prepare for, and respond to the COVID-19 Pandemic. A total of \$567,955.39 of CDBG-CV funds has been expended by the Emergency Rental Assistance Program, Small Business Assistance Program, and Emergency Food/Sustenance Assistance Program. CDBG-CV funds continued to be used by the City of Gardena to address emergency housing, business, and public service needs of Gardena residents.

Table 1 provides a summary of the five-year and one-year accomplishments for the period ending June 30, 2022, listed by each of the Strategic Plan Goals included in the 2021-2025 Strategic Plan of the Consolidated Plan.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the Consolidated Plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 1 - Accomplishments – Strategic Plan and Program Year to Date

Goal	Category	2022-2023 Amount	Indicator	Unit of Measure	5-Year Strategic Plan			2021-2022 Program Year 1		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Program Administration)	Planning & Administration	CDBG: \$107,527	Planning Administration	Other	5	1	20.00%	1	1	100.00%
Fair Housing Services	Affordable Housing Non-Homeless Special Needs	CDBG: \$20,000	Fair Housing Services	People	250	50	20.00%	50	50	100.00%
Services for Low & Moderate Income Persons	Homeless Non-Homeless Special Needs	CDBG: \$95,000	Public services to help low-income residents.	People	100	204	204.00%	100	204	204.00%

Goal	Category	2022-2023 Amount	Indicator	Unit of Measure	5-Year Strategic Plan			2021-2022 Program Year 1		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Code Enforcement	Affordable Housing	CDBG: \$229,110	Preservation of Supply of Affordable Housing Neighborhood Preservation & Improvement	Hsg Code Enforcement/ Foreclosed Property Care: Housing Units	500	162	32.40%	250	162	64.80%
Owner-Occupied Rehabilitation	Affordable Housing	CDBG: \$186,000	Preserve the supply of affordable housing	Housing Units	125	8	6.40%	25	8	32.00%

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the Action Plan, giving special attention to the highest priority activities identified.

As shown in Table 1, the City and its housing and community development partners made significant progress toward achieving the 2021-2022 Program Year goals established in the Action Plan. Each of the CDBG funded activities addressed specific high priority objectives identified in the 2021-2025 Consolidated Plan.

The City of Gardena allocated CDBG funds to activities that affirmatively furthered fair housing choice, provided public services, preserved affordable housing and provided for the administration of the CDBG.

Each of the activities that were underway during the 2021-2022 Program Year are listed in Figure 1, including the amount of CDBG allocated to the activity and the amount spent as of June 30, 2022. Figure 2 provides the numeric accomplishment goal and the amount accomplished as of June 30, 2022.

Figure 1 – Use of CDBG Funds

Strategic Plan Goal / Activity	Source	Allocation	Spent through 6/30/22	Percent Spent
1. Planning and Administration				
Program Administration	CDBG	\$107,527.00	\$92,846.06	86.35%
	Subtotal	\$107,527.00	\$92,846.06	86.35%
2. Fair Housing Services				
Fair Housing Services	CDBG	\$20,000.00	\$20,000.00	100.00%
	Subtotal	\$20,000.00	\$20,000.00	100.00%
3. Scvs for Low- & Mod-Inc Persons				
Youth & Family Services Bureau	CDBG	\$95,000.00	\$58,591.93	61.68%
	Subtotal	\$95,000.00	\$58,591.93	61.68%
4. Code Enforcement				
Code Enforcement	CDBG	\$229,110.00	\$134,882.94	58.87%
	Subtotal	\$229,110.00	\$134,882.94	58.87%
5. Affordable Hsg Preserv & Access				
Handy-Worker/Residential Rebate	CDBG	\$186,000.00	\$76,724.12	41.25%
	Subtotal	\$186,000.00	\$76,724.12	41.25%
Total for all Goals:		\$637,637.00	\$383,045.05	60.07%

Figure 2–Program Year Accomplishments by Strategic Plan Goal

Strategic Plan Goal / Activity	Unit of Measure	Expected	Actual	Percent Accomplished
1. Planning and Administration Program Administration	Other	1	1	100.00%
2. Fair Housing Services Fair Housing Services	People	50	50	100.00%
3. Svcs for Low- & Mod-Inc Persons Youth & Family Services Bureau	People	100	204	204.00%
4. Code Enforcement Code Enforcement	Housing Units	250	162	64.80%
5. Affordable Hsg Preserv & Access Handy-Worker Residential Rebate	Housing Units	25	8	32.00%

CR-10 - Racial and ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).
91.520(a)

Table 2 – Table of assistance to racial and ethnic populations by source of funds*

Race / Ethnicity	CDBG
White	73
Black or African American	43
Asian	24
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Other Multi-Racial	72
Total	
Hispanic	61
Not Hispanic	0

Narrative

Table 2 provides an aggregate of race and ethnicity data for the combined number of people, families, households or housing units reported as complete during the Program Year based on accomplishment data from all CDBG activities reported in HUD's Integrated Disbursement and Information System (IDIS).

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Table 3 - Resources Made Available

Source of Funds	Resources Made Available in the 2021-2022 Action Plan	Amount Expended During Program Year
CDBG	\$637,637.00	\$383,045.05

Narrative

The federal resources allocated in the 2021-2022 Action Plan for the implementation of projects are identified in Table 3. The CDBG resources include \$637,637.00 of CDBG formula grant funds. A grand total of \$637,637.00 of CDBG funds were allocated to projects in the 2021-2022 Action Plan.

Identify the geographic distribution and location of investments

Table 4 – Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Eligible Areas	19%	21%	CDBG Eligible Areas
Citywide Area	81%	79%	Citywide

Narrative

For the 2021-2022 program year, the City invested \$637,637 of CDBG funds that will benefit low- and moderate-income people throughout the City. Of this amount, at least \$229,110 or 21% for Code Enforcement in CDBG resources were invested in projects that exclusively benefit the CDBG low- and moderate-income areas. Due to the nature of these activities to be undertaken, they were limited to the CDBG low- and moderate-income areas while other funded projects and activities benefiting low- and moderate-income limited clientele were available citywide.

Leveraging

Explain how federal funds leveraged additional resources (private, state, and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the Action Plan.

The City's policy is to leverage, to the maximum extent feasible, the use of funds available in the development of affordable housing and the maintenance and preservation of existing housing and public facilities throughout the entire city. During the Program Year, the City leveraged its CDBG activities as follows:

1. Owner Occupied Housing Rehabilitation Program – The City was not able to leverage its program this fiscal year. The City relies on program income from repaid loans originally funded by State HOME Program and/or the CalHome Program. No loans were repaid during the fiscal and therefore, no loans could be made.

The City does not own any property that could be used to address needs identified in the five-year plan. In addition, the City does not receive direct HOME funds and therefore, is not required to meet a matching requirement.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income and middle-income persons served.

Table 5 – Number of Households

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	2	1
Number of non-homeless households to be provided affordable housing units	25	8
Number of special-needs households to be provided affordable housing units	0	0
Total	27	9

Table 6 – Number of Households Supported

	One-Year Goal	Actual
Number of households supported through rental assistance	0	0
Number of households supported through the production of new units	0	0
Number of households supported through the rehab of existing units	25	8
Number of households supported through the acquisition of existing units	0	0
Total	25	8

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

As the City's housing stock ages, a growing percentage of housing units may need rehabilitation to allow them to remain safe and habitable. The situation is of particular concern for low- and moderate-income homeowners who are generally not in a financial position to properly maintain their homes.

As such, the 2021-2022 Action Plan allocated \$186,000 of CDBG funds for the preservation of owner-occupied single-family dwellings as part of the Handy-Worker/Residential Rebate Program. The City completed 8 Handy-Worker/Residential Rebate projects in FY2021-2022.

Discuss how these outcomes will impact future annual action plans.

The City anticipates continuing to invest in affordable housing preservation in addition to investing in projects that will create new affordable housing opportunities for low-income residents.

As community needs change the City may need to undertake additional activities to best achieve the City's ability to meet its affordable housing goals. All future Annual Action Plans will provide additional information on any on-going affordable housing activities and the City will continue to assess and determine affordable housing needs that best utilize available funding sources.

Include the number of extremely low-income, low-income, and moderate-income families or households served by each activity where information on income by family size is required to determine the eligibility of the activity.

Table 7 – Number of Families or Households Served

Number Served	CDBG Actual
Extremely Low-Income	209
Low-Income	3
Moderate-Income	0
Total	212

Narrative Information

To preserve housing that is already affordable to low-income homeowners, the City of Gardena's Handy-Worker/Residential Rebate programs rehabilitated 8 owner-occupied units.

To address what HUD defines as “worst case housing need” the City provided funds in the 2021-2022 Action Plan for the preservation of the physical and functional integrity of existing housing units occupied by low- and extremely low-income residents who would otherwise continue to live in substandard housing because they were not in the financial position to properly maintain their home.

Addressing substandard housing conditions through housing preservation activities is a cost-effective way to invest limited resources to retain housing units that are already affordable to low- and moderate-income residents and ensure all economic segments of the community have the opportunity to live in decent housing.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Gardena is not the recipient of federal or state funds targeted to homeless individuals and families. However, the City of Gardena supported homeless and other special needs activities through community grants administered by the Youth and Family Services Bureau. This year, the City allocated approximately \$90,260 of CDBG funds to support the Youth and Family Services Bureau, a community-based nonprofit which focuses their work on addressing homelessness and providing services to special needs populations.

Preventing and ending homelessness is a HUD priority addressed nationally through coordination of regional strategies carried out locally by government agencies and a wide variety of community-based organizations and faith-based groups. To reach out to unsheltered homeless persons and assess their individual needs for the purpose of connecting them with available emergency shelter and transitional housing resources, the City of Gardena provided information and referrals to the Los Angeles County Continuum of Care (CoC) led by the Los Angeles Homeless Services Authority (LAHSA) and the organizations receiving CDBG funds for homelessness prevention activities.

The City will continue its efforts in the prevention and reduction of homelessness by supporting the LAHSA and its outreach programs and providing referrals to public assistance programs offered by the County. Additionally, the City will continue to use CDBG funds to fund its Youth and Family Service Program that provides various services to the homeless and those at risk of becoming homeless.

Addressing the emergency shelter and transitional housing needs of homeless persons

The ultimate solution to ending homelessness is transitional to permanent housing closely aligned with supportive services that ensure housing stability can be maintained. However, because the demand for affordable housing far outpaces the region's supply, the CoC continues to rely on its emergency and transitional housing system in order, to address the immediate needs of Los Angeles County's homeless population.

Los Angeles County has implemented policy and program changes aimed at ensuring homeless persons in Los Angeles County are rapidly housed and offered an appropriate level of support services to meet their circumstances and keep them stably housed. An increase

in permanent supportive housing for the most vulnerable populations is attributed to Los Angeles County homeless service providers re-tooling their programs and shifting their focus to moving people quickly into permanent supportive housing throughout the County.

The City will continue its efforts in addressing the emergency shelter and transitional housing needs of the homeless by collaborating with agencies that provide shelter for the homeless. The City will also continue to fund its Youth and Family Services Program to address the homeless issue.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Inadequate discharge planning and coordination contributes to homelessness in situations where people are released from public institutions or public systems of care without having an appropriate mainstream or supportive housing option available upon discharge from an institutional setting. Public institutions such as jails, hospitals, treatment facilities, mental health facilities, youth facilities, and foster care homes are central to limiting the creation of newly homeless persons upon discharge.

In California, discharge coordination and planning is largely unregulated unless county or municipal ordinances provide rules preventing public institutions from discharging people into homelessness. One of the goals included in the Los Angeles Ten Year Strategy to End Homelessness is to formalize protocols and improve the coordination of discharge planning among key institutional systems of care and supervision. The goal calls for the CoC to close the “revolving door” to homelessness so that new persons do not find themselves living in the community without the social and economic support necessary to access and maintain themselves in a safe environment.

The City will continue its efforts in helping low-income individuals and families avoid becoming homeless through its Youth, Senior and Family Services Program. The City will also provide referrals to public assistance programs offered by other agencies in the County.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless

individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

To address the needs of homeless families and families with children the City provided a total of \$95,000 of CDBG funds for the Youth and Family Services Bureau which provide homeless prevention program to help families achieve stability by connecting them to the appropriate resources based on their needs.

The City will continue its efforts in helping homeless persons make the transition to permanent housing and independent living by collaborating with agencies that provide shelter for the homeless. The City will also provide referrals to public assistance programs offered by other agencies to aid in preventing the recently homeless from becoming homeless again.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Gardena Housing Authority does not administer Section 8 and does not own HUD Public Housing; however, the City is within the service area of the Los Angeles Community Development Agency (LACDA), formerly known as the Housing Authority of the County of Los Angeles (HACoLA), for the purposes of Section 8 and Public Housing.

LACDA continues to serve the needs of residents through public housing and Section 8 vouchers. Specifically, the U.S. Census Bureau projects that the elderly in California will have an overall increase of 112 percent from 1990 to 2020. Los Angeles County mirrors this trend. To address the need for the growing senior population, in August of 2013, HUD approved LACDA's application to designate 13 public housing senior developments as housing for elderly families only (62 years or older).

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

LACDA actively encourages residents to be involved in the organization through resident councils and active participation in housing authority decisions via surveys and other forms of engagement. LACDA also maintains quarterly newsletters for Section 8 tenants, public housing residents, and Section 8 property owners.

LACDA encourages residents to explore homeownership opportunities. LACDA currently administers Family Self-Sufficiency (FSS) program for public conventional housing and Housing Choice Voucher program residents. The FSS program provides critical tools and supportive services to foster a resident's transition from financial and housing assistance to economic and housing self-sufficiency, most importantly homeownership.

To support this effort, LACDA utilizes marketing materials to outreach and further promote the program's requirements and benefits to all public housing residents. For families that are eligible to participate, a Contract of Participation (COP) is prepared to govern the terms and conditions of their participation and an Individual Training Service Plan (ITSP) is created that outlines the following: supportive services to be provided, activities to be completed by the participant, and agreed upon completion dates for the services and activities. The COP is valid for five years and may be extended to allow the family to meet their ITSP goals.

Actions taken to provide assistance to troubled PHAs

N/A, LACDA is designated as a High Performing Public Housing Agency.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In the Housing Element Update, the City has established barrier removal goals, policies and programs. The following goals will be implemented:

- Remove or reduce governmental constraints on affordable housing development.
- Continue efforts to streamline administrative procedures for granting approvals and permits.
- Review residential development standards, regulations, ordinances, review procedures and permitting fees related to the development of housing. Adjust, as appropriate, those that are determined to be a constraint to the development of housing.
- Encourage the use of density bonuses and provide other regulatory concessions to facilitate affordable housing development.
- Provide appropriate definitions and zoning designations in the Zoning Ordinance to allow and facilitate the development of housing for extremely low-income and special needs persons.
- Streamline the development process, particularly for affordable housing projects, which reduces the costs associated with holding on to land until it can be developed.

As part of the Governmental Constraints analysis for the Housing Element update, revisions to the Gardena were identified as appropriate to better facilitate the provision of a variety of housing types such as: emergency shelters, transitional housing, supportive housing, and single-room occupancy (SRO) units.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Efforts to address obstacles to meeting underserved needs included:

- The City obtained data from the Housing Authority of the County of Los Angeles on the number of Section 8 households assisted by race, ethnicity, age and disability status. The City will compare who is being served to the demographic characteristics of the community. In this way, the City can estimate more precisely underserved populations.
- The City encouraged and supported the efforts of the Housing Authority of the County

- of Los Angeles to seek additional Section 8 Housing Choice Vouchers.
- The City encouraged and supported the efforts of non-profit housing development corporations to seek funding from federal, state and local sources for special needs housing.
- The City adopted a new ordinance that allows for the use of accessory structures as living units under certain conditions.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) emphasizes prevention of childhood lead poisoning through housing-based approaches. To reduce lead-based paint hazards, the City of Gardena's Hand-Worker/Residential Rebate Program conducted lead-based paint testing and risk assessments for each property assisted that was built prior to January 1, 1978 and incorporated safe work practices or abatement into the scope of work as required to reduce lead-based paint hazards in accordance with 24 CFR Part 35.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City will continue to implement its strategy to help impoverished families achieve economic independence and self-sufficiency. The City's anti-poverty strategy utilizes existing County job training and social service programs to increase employment marketability, household income, and housing options. As funds become available, the City will consider allocating CDBG funds to public service agencies that offer supportive services in the fight against poverty.

The City assists in reducing the number of persons living below poverty level by continuing to fund its Youth and Family Services Program that assist with making referrals to job skill training and educational resources that assist in obtaining employment opportunities.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The institutional delivery system in Gardena is high-functioning and collaborative — particularly the relationship between local government and the nonprofit sector comprised of a network of capable community-based organizations that are delivering a full range of services to residents.

In order to support and enhance this existing institutional structure, the City of Gardena collaborated with nonprofit agencies to ensure that the needs of low- and moderate-income residents were met as envisioned within the 2021-2025 Consolidated Plan - Strategic Plan.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

To enhance coordination between public and private housing and social service agencies, the City continued consulting with and inviting a wide variety of agencies and organizations involved in the delivery of housing and supportive services to low- and moderate-income residents to participate in Gardena - particularly in low- and moderate-income areas.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City works with the Fair Housing Foundation to address the impediments identified in the report. One of the most common impediments to Fair Housing choice is discrimination towards race and familial status. The Fair Housing Foundation uses a diverse pool of skilled testers to investigate complaints. When an investigation is complete, each client is advised of the findings and available legal options. Referrals are made to the U.S. Department of Housing and Urban Development (HUD) for complaints regarding lending discrimination, to the Department of Justice (DOJ) for class action cases, to the State Department of Fair Employment and Housing (DFEH), Small Claims Court and to private attorneys for other matters as appropriate. The Fair Housing Foundation follows the desired legal path selected by the Complainant and mediates the situation if requested to do so. Legal training seminars are available to property owners as a means to educate them on Fair Housing regulations and requirements.

The City of Gardena's goal is to ensure that all available avenues are maximized to make sure there are fair housing opportunities for all residents within the City.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

This part describes the City's compliance with the five monitoring requirements that are contained in 91.230. These requirements include topics such as standards and procedures and ensuring compliance with City housing codes.

- 1. Standards and Procedures** - The City monitors each funded activity to ensure compliance with the CDBG regulations, national objectives, and subrecipient agreement. The City requires any sub-recipients to execute an agreement with specific

performance measures prior to the release of funds. In addition, all records must be maintained for a five-year period. Pursuant to the CDBG contract, progress reports are required to be submitted quarterly. Staff conducts periodic site visits to ensure program records are in order and services are being provided in compliance with the sub-recipient agreements. The City further ensures compliance with the Strategic Plan and Action Plan by placing guidelines or conditions in its contracts with consultants that ensure implementation of the annual monitoring goals. All CDBG funds are disbursed on a reimbursement basis. Invoices must be submitted for payment and must include a description of activities being reimbursed. Audit reports are further required at the close of the year.

2. Monitoring of City's Performance - The previously described Performance Measurement System will be used to monitor the City's performance in meeting its goals and objectives as set forth in the Strategic Plan and Action Plan.

3. Ensuring Compliance with Planning and Monitoring Requirements - The City makes every effort to comply with all CDBG and Consolidated Plan regulations. The Citizen Participation Plan ensures input from the community prior to action to approve or amend the Consolidated Plan or Action Plan. Housing rehabilitation, construction and professional services agreements are prepared to guarantee compliance with applicable CDBG program regulations. CDBG subrecipient agreements also contain language consistent with the program regulations. Additionally, the City continues on-site monitoring of CDBG recipients and housing units assisted by State HOME funds and subject to occupancy and/or affordability covenants.

4. Compliance with Housing Codes and On-Site Inspections - The City has established program guidelines for all its CDBG-funded housing rehabilitation programs. The program guidelines require an initial property inspection to evaluate the current condition of the property and to prepare of written scope of work that addresses all outstanding building code and health and safety identified issues.

5. Monitoring of Subrecipients - As previously described, the City requires that sub-recipients maintain all records for a five-year period. Progress reports are required to be submitted quarterly. Staff conducts periodic site visits to ensure program records are in order and services are being provided in compliance with the sub-recipient agreements.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with the City's adopted Citizen Participation Plan, a public notice was published in the Gardena Valley News on August 25, 2023, notifying the public of the availability of the Consolidated Annual Performance and Evaluation Report for a 15-day public review and comment period. A copy of the public notice is included in Appendix A.

The draft CAPER was available from August 28, 2023, to September 12, 2023, on the City's website and at Gardena City Clerk's Office, Gardena City Manager's Office, Gardena Human Services Division, Mayme Dear Memorial Library, and Nakaoka Community Center.

A public hearing was conducted before the City Council on Tuesday, September 12, 2023, to solicit comments from residents and interested parties. A summary of any written or oral comments received during the public hearing is included in Appendix B.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

In review of the progress made toward accomplishing the goals established in the 2021-2025 Consolidated Plan – Strategic Plan during the program year, there may be a need to change the projects and activities using CDBG and CDBG-CV funds and or revise the accomplishment goals.

The City's residents faced new challenges as a result of the COVID-19 pandemic including job loss, food insecurity, housing insecurity, and disruption to normal in-person public services. Nonetheless, the City staff continuously worked to deliver high quality services to residents.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Table 8 – Total Labor Hours

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities					
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					
Qualitative Efforts - Number of Activities by Program					
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					

Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

The City did not have any activities that required Section 3 reporting requirements.



APPENDIX A

Public Notice

2021-2022
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2021 THROUGH JUNE 30, 2022

**NOTICE OF COMMENT PERIOD AND PUBLIC HEARING
FOR THE DRAFT FY 2021-2022 AND FY 2022-2023
CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORTS (CAPER)
CITY OF GARDENA**

PUBLIC NOTICE IS HEREBY GIVEN that pursuant to the U.S. Department of Housing and Urban Development (HUD) regulations, the City of Gardena has prepared a draft Consolidated Annual Performance Evaluation Report (CAPER) for the 2021-2022 and 2022-2023 Fiscal Years. The draft CAPER will be available for public review from August 28, 2023 through September 12, 2023.

The CAPER provides an assessment of the City's performance in using Community Development Block Grant (CDBG) funds in meeting the City's housing and community development goals that were included in the 2021-2022 and 2022-2023 Annual Action Plans.

During the public comment period, the draft documents are available for public inspection on the City's website at www.cityofgardena.org, Gardena City Clerk's Office, Gardena City Manager's Office, Gardena Human Services Division, Mayme Dear Memorial Library, and Nakaoka Community Center. Copies may also be provided upon request by contacting Greg Tsujiuchi, Director of Community Development at (310) 217-9526.

PUBLIC NOTICE IS HEREBY FURTHER GIVEN that the City Council of the City of Gardena will conduct a public hearing **on Tuesday, September 12, 2023, at 7:30 p.m.** or soon thereafter as the matter shall be heard, in the City Hall Council Chambers, 1700 W. 162nd Street, Gardena, California for the purpose of 1) receiving public comment on the draft FY2021-2022 & FY2022-2023 CAPER reports, and (2) approving the submission of the reports to the U.S. Department of Housing and Urban Development (HUD).

All interested persons may appear before the City Council at said hearing and will be given an opportunity to comment on the above-referenced item at the public hearing and any subsequent public hearings conducted related to the item. In addition, written comments may be submitted to the City Council prior to the hearing via U.S. Mail to the attention of City Clerk's Office, City of Gardena, 1700 W 162nd Street, Gardena, CA 90247 or via email to publiccomment@cityofgardena.org. Please reference the hearing title and date of the hearing in any correspondence.

If you wish to challenge the above item in court, the challenge will be limited only to those issues you or someone else raised at the public hearing in written correspondence delivered to the City at or prior to the public hearing as described in this notice. The City cannot be held responsible for U.S. Mail that is not received prior to the hearing.

Americans with Disabilities Act (ADA): The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by email cityclerk@citygardena.org at least 6 hours prior to the scheduled special meeting to ensure assistance is provided. Assistive listening devices are available.

/s/ MINA SEMENZA
CITY CLERK



APPENDIX B

Summary of Citizen Participation Comments

(To be inserted following Public Hearing)

2021-2022
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2021 THROUGH JUNE 30, 2022



APPENDIX C

IDIS PR26 FINANCIAL REPORTS

(To be inserted following Public Hearing)

2021-2022
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2021 THROUGH JUNE 30, 2022

Draft - 2022-2023 Consolidated Annual Performance and Evaluation Report

Community Development Block Grant



COMMENT PERIOD: 8/28/23 – 9/12/23

This page intentionally left blank.

Prepared by:

The City of Gardena
Community Development Department
1700 West 162nd Street
Gardena, CA 90247

<https://cityofgardena.org/cddhomepage/>

This page intentionally left blank.

TABLE OF CONTENTS

CR-05 - Goals and Outcomes	1
CR-10 - Racial and ethnic composition of families assisted	5
CR-15 - Resources and Investments 91.520(a)	6
CR-20 - Affordable Housing 91.520(b)	8
CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)	10
CR-30 - Public Housing 91.220(h); 91.320(j)	13
CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)	14
CR-40 - Monitoring 91.220 and 91.230	16
CR-45 - CDBG 91.520(c)	19
CR-58 – Section 3	28

APPENDICES

Appendix A – Public Notice	A
Appendix B – Summary of Citizen Participation Comments	B
Appendix C – IDIS PR26 Financial Reports	C

This page intentionally left blank.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its Strategic Plan and its Action Plan.
91.520(a)

This 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) is the City of Gardena's report to the U.S. Department of Housing and Urban Development (HUD) describing the use of federal Community Development Block Grant (CDBG) funds. The CAPER reports on the second Program Year of the 2021-2025 Consolidated Plan period, covering July 1, 2021 to June 30, 2026.

The City receives CDBG funds from HUD on a formula basis each year, and in turn, implements projects and activities in furtherance of the Consolidated Plan. The CDBG program generally provides for a wide range of eligible activities for the benefit of low- and moderate-income Gardena residents, as discussed below.

For the 2022-2023 program year, the City received \$601,759 of CDBG funds for a total formula grant allocation of \$601,759. These funds were intended to be used to meet the Action Plan goals, including funding for fair housing and landlord-tenant mediation services, code enforcement, services for low- and moderate-income persons, and housing rehabilitation. However, due to various factors, including staff turnover and program compliance challenges, the City did not meet its annual goals. While the City did implement some of the eligible activities in FY2022-2023, the City did not use CDBG funds but instead used its General Funds to subsidize these activities. Nonetheless, the City will be reallocating all FY2022-2023 CDBG funds and allocating them towards FY2023-2024 eligible activities and reporting the accomplishments in the FY2023-2024 CAPER.

Under the CARES Act, HUD provided special allocations of CDBG funds to the City of Gardena. In total, the City received \$901,984 of CDBG-CV funds to prevent, prepare for, and respond to the COVID-19 Pandemic. A total of \$567,955.39 of CDBG-CV funds has been expended by the Emergency Rental Assistance Program, Small Business Assistance Program, and Emergency Food/Sustenance Assistance Program. The City will consider reallocating the balance of \$334,028.61 in CDBG-CV funds to an eligible activity which will address the emergency service needs of Gardena residents in FY2023-2024.

Table 1 provides a summary of the proposed five-year and one-year accomplishments for the period ending June 30, 2023, listed by each of the Strategic Plan Goals included in the 2021-2025 Strategic Plan of the Consolidated Plan.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the Consolidated Plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 1 - Accomplishments – Strategic Plan and Program Year to Date

Goal	Category	2022-2023 Amount	Indicator	Unit of Measure	5-Year Strategic Plan			2022-2023 Program Year 2		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Program Administration)	Planning & Administration	CDBG: \$100,350	Planning Administration	Other	5	1	20.00%	1	0	0.00%
Fair Housing Services	Affordable Housing Non-Homeless Special Needs	CDBG: \$20,000	Fair Housing Services	People	250	50	20.00%	50	0	0.00%
Services for Low & Moderate Income Persons	Homeless Non-Homeless Special Needs	CDBG: \$90,260	Public services to help low-income residents.	People	100	204	204.00%	100	0	0.00%

Goal	Category	2022-2023 Amount	Indicator	Unit of Measure	5-Year Strategic Plan			2022-2023 Program Year 2		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Code Enforcement	Affordable Housing	CDBG: \$230,000	Preservation of Supply of Affordable Housing Neighborhood Preservation & Improvement	Hsg Code Enforcement/ Foreclosed Property Care: Housing Units	500	162	32.40%%	250	0	0.00%
Owner-Occupied Rehabilitation	Affordable Housing	CDBG: \$161,149	Preserve the supply of affordable housing	Housing Units	125	8	6.40%	25	0	0.00%

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the Action Plan, giving special attention to the highest priority activities identified.

The City implemented some of the proposed activities in FY2022-2023, However, the City did not use CDBG funds, but instead used its General Funds to subsidize these activities. Nonetheless, the City will be reallocating all FY2022-2023 CDBG funds and allocating them towards FY2023-2024 eligible activities and reporting the accomplishments in the FY2023-2024 CAPER.

Figure 1 – Use of CDBG Funds

Strategic Plan Goal / Activity	Source	Allocation	Spent through 6/30/23	Percent Spent
1. Planning and Administration				
Program Administration	CDBG	\$100,350.00	\$0.00	0.00%
	Subtotal	\$100,350.00	\$0.00	0.00%
2. Fair Housing Services				
Fair Housing Services	CDBG	\$20,000.00	\$0.00	0.00%
	Subtotal	\$20,000.00	\$0.00	0.00%
3. Svcs for Low- & Mod-Inc Persons				
Youth & Family Services Bureau	CDBG	\$90,260.00	\$0.00	0.00%
	Subtotal	\$90,260.00	\$0.00	0.00%
4. Code Enforcement				
Code Enforcement	CDBG	\$230,000.00	\$0.00	0.00%
	Subtotal	\$230,000.00	\$0.00	0.00%
5. Affordable Hsg Preserv & Access				
Handy-Worker/Residential Rebate	CDBG	\$161,149.00	\$0.00	0.00%
	Subtotal	\$161,149.00	\$0.00	0.00%
Total for all Goals:		\$601,759.00	\$0.00	0.00%

Figure 2–Program Year Accomplishments by Strategic Plan Goal

Strategic Plan Goal / Activity	Unit of Measure	Expected	Actual	Percent Accomplished
1. Planning and Administration				
Program Administration	Other	1	0	0.00%
2. Fair Housing Services				
Fair Housing Services	People	50	0	0.00%
3. Svcs for Low- & Mod-Inc Persons				
Youth & Family Services Bureau	People	100	0	0.00%
4. Code Enforcement				
Code Enforcement	Housing Units	250	0	0.00%
5. Affordable Hsg Preserv & Access				
Handy-Worker Residential Rebate	Housing Units	25	0	0.00%

CR-10 - Racial and ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).
91.520(a)

Table = – Table of assistance to racial and ethnic populations by source of funds*

Race / Ethnicity	CDBG
White	
Black or African American	
Asian	
American Indian or American Native	
Native Hawaiian or Other Pacific Islander	
Other Multi-Racial	
Total	
Hispanic	
Not Hispanic	

Narrative

The City implemented some of the proposed activities in FY2022-2023. However, the City did not use CDBG funds, but instead used its General Funds to subsidize these activities. Nonetheless, the City will be reallocating all FY2022-2023 CDBG funds and allocating them towards FY2023-2024 eligible activities and reporting the accomplishments in the FY2023-2024 CAPER.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Table 2 - Resources Made Available

Source of Funds	Resources Made Available in the 2022-2023 Action Plan	Amount Expended During Program Year
CDBG	\$601,759.00	\$0.00

Narrative

The federal resources allocated in the 2022-2023 Action Plan for the implementation of projects are identified in Table 3. A grand total of \$601,759.00 of CDBG funds were allocated to projects in the 2022-2023 Action Plan, but zero CDBG funds were expended. FY2022-2023 funds will be reallocated to 2023-2024 projects and activities.

Identify the geographic distribution and location of investments

Table 3 – Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Eligible Areas	38%	0%	CDBG Eligible Areas
Citywide Area	62%	0%	Citywide

Narrative

The City sought to disburse federal entitlement dollars strategically within low-and moderate-income (LMI) census tracts. No specific neighborhoods were targeted for expenditure of funds. However, Code Enforcement worked with housing rehabilitation staff to identify distressed neighborhoods within which to focus its efforts to ameliorate health and safety issues. Investments in services serving special needs populations and primarily low- and moderate-income persons continue to be made throughout the City. The City will evaluate each eligible project and program based on urgency of needs, availability of other funding sources and financial feasibility. Residential rehabilitation assistance will be available to income-qualified households citywide with an emphasis on distressed neighborhoods identified by Code Enforcement.

Leveraging

Explain how federal funds leveraged additional resources (private, state, and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the Action Plan.

The City's policy is to leverage, to the maximum extent feasible, the use of funds available in the development of affordable housing and the maintenance and preservation of existing housing and public facilities throughout the entire city. During the Program Year, the City leveraged its CDBG activities as follows:

1. Owner Occupied Housing Rehabilitation Program – The City was not able to leverage its program this fiscal year. The City relies on program income from repaid loans originally funded by State HOME Program and/or the CalHome Program. No loans were repaid during the fiscal and therefore, no loans could be made.

The City does not own any property that could be used to address needs identified in the five-year plan. In addition, the City does not receive direct HOME funds and therefore, is not required to meet a matching requirement.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income and middle-income persons served.

Table 4 – Number of Households

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	2	0
Number of non-homeless households to be provided affordable housing units	25	0
Number of special-needs households to be provided affordable housing units	0	0
Total	27	0

Table 5 – Number of Households Supported

	One-Year Goal	Actual
Number of households supported through rental assistance	0	0
Number of households supported through the production of new units	0	0
Number of households supported through the rehab of existing units	25	0
Number of households supported through the acquisition of existing units	0	0
Total	25	0

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

As the City's housing stock ages, a growing percentage of housing units may need rehabilitation to allow them to remain safe and habitable. The situation is of particular concern for low- and moderate-income homeowners who are generally not in a financial position to properly maintain their homes.

As such, the 2022-2023 Action Plan allocated \$161,149 of CDBG funds for the preservation of owner-occupied single-family dwellings as part of the Handy-Worker/Residential Rebate Program. However, the City did not complete any projects in FY2022-2023. Nonetheless, the City will revamp the City's Owner-Occupied Rehabilitation Program in FY2023-2024 to

provide homeowners with a larger level of assistance to help with more substantial improvements.

Discuss how these outcomes will impact future annual action plans.

The City anticipates continuing to invest in affordable housing preservation in addition to investing in projects that will create new affordable housing opportunities for low-income residents.

As community needs change the City may need to undertake additional activities to best achieve the City's ability to meet its affordable housing goals. All future Annual Action Plans will provide additional information on any on-going affordable housing activities and the City will continue to assess and determine affordable housing needs that best utilize available funding sources.

Include the number of extremely low-income, low-income, and moderate-income families or households served by each activity where information on income by family size is required to determine the eligibility of the activity.

Table 6 – Number of Families or Households Served

Number Served	CDBG Actual
Extremely Low-Income	0
Low-Income	0
Moderate-Income	0
Total	0

Narrative Information

Although the City did not complete any rehabilitation projects in FY 2022-2023, to address what HUD defines as “worst case housing need” the City will continue to provide funds in FY 2023-2024 for the preservation of the physical and functional integrity of existing housing units occupied by low- and extremely low-income residents who would otherwise continue to live in substandard housing because they were not in the financial position to properly maintain their home.

Addressing substandard housing conditions through housing preservation activities is a cost-effective way to invest limited resources to retain housing units that are already affordable to low- and moderate-income residents and ensure all economic segments of the community have the opportunity to live in decent housing.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Gardena is not the recipient of federal or state funds targeted to homeless individuals and families. However, the City of Gardena supported homeless and other special needs activities by continuing to allocate CDBG funds to support the Youth and Family Services Bureau, which focuses their work on addressing homelessness and providing services to special needs populations.

Preventing and ending homelessness is a HUD priority addressed nationally through coordination of regional strategies carried out locally by government agencies and a wide variety of community-based organizations and faith-based groups. To reach out to unsheltered homeless persons and assess their individual needs for the purpose of connecting them with available emergency shelter and transitional housing resources, the City of Gardena provided information and referrals to the Los Angeles County Continuum of Care (CoC) led by the Los Angeles Homeless Services Authority (LAHSA) and the organizations receiving CDBG funds for homelessness prevention activities.

The City will continue its efforts in the prevention and reduction of homelessness by supporting the LAHSA and its outreach programs and providing referrals to public assistance programs offered by the County. Additionally, the City will continue to use CDBG funds to fund its Youth and Family Service Program that provides various services to the homeless and those at risk of becoming homeless.

Addressing the emergency shelter and transitional housing needs of homeless persons

The ultimate solution to ending homelessness is transitional to permanent housing closely aligned with supportive services that ensure housing stability can be maintained. However, because the demand for affordable housing far outpaces the region's supply, the CoC continues to rely on its emergency and transitional housing system in order, to address the immediate needs of Los Angeles County's homeless population.

Los Angeles County has implemented policy and program changes aimed at ensuring homeless persons in Los Angeles County are rapidly housed and offered an appropriate level of support services to meet their circumstances and keep them stably housed. An increase in permanent supportive housing for the most vulnerable populations is attributed to Los

Angeles County homeless service providers re-tooling their programs and shifting their focus to moving people quickly into permanent supportive housing throughout the County.

The City will continue its efforts in addressing the emergency shelter and transitional housing needs of the homeless by collaborating with agencies that provide shelter for the homeless. The City will also continue to fund its Youth and Family Services Program to address the homeless issue.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Inadequate discharge planning and coordination contributes to homelessness in situations where people are released from public institutions or public systems of care without having an appropriate mainstream or supportive housing option available upon discharge from an institutional setting. Public institutions such as jails, hospitals, treatment facilities, mental health facilities, youth facilities, and foster care homes are central to limiting the creation of newly homeless persons upon discharge.

In California, discharge coordination and planning is largely unregulated unless county or municipal ordinances provide rules preventing public institutions from discharging people into homelessness. One of the goals included in the Los Angeles Ten Year Strategy to End Homelessness is to formalize protocols and improve the coordination of discharge planning among key institutional systems of care and supervision. The goal calls for the CoC to close the “revolving door” to homelessness so that new persons do not find themselves living in the community without the social and economic support necessary to access and maintain themselves in a safe environment.

The City will continue its efforts in helping low-income individuals and families avoid becoming homeless through its Youth, Senior and Family Services Program. The City will also provide referrals to public assistance programs offered by other agencies in the County.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families

who were recently homeless from becoming homeless again

The City will continue its efforts in helping homeless persons make the transition to permanent housing and independent living by collaborating with agencies that provide shelter for the homeless. The City will also provide referrals to public assistance programs offered by other agencies to aid in preventing the recently homeless from becoming homeless again.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Gardena Housing Authority does not administer Section 8 and does not own HUD Public Housing; however, the City is within the service area of the Los Angeles Community Development Agency (LACDA), formerly known as the Housing Authority of the County of Los Angeles (HACoLA), for the purposes of Section 8 and Public Housing.

LACDA continues to serve the needs of residents through public housing and Section 8 vouchers. Specifically, the U.S. Census Bureau projects that the elderly in California will have an overall increase of 112 percent from 1990 to 2020. Los Angeles County mirrors this trend. To address the need for the growing senior population, in August of 2013, HUD approved LACDA's application to designate 13 public housing senior developments as housing for elderly families only (62 years or older).

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

LACDA actively encourages residents to be involved in the organization through resident councils and active participation in housing authority decisions via surveys and other forms of engagement. LACDA also maintains quarterly newsletters for Section 8 tenants, public housing residents, and Section 8 property owners.

LACDA encourages residents to explore homeownership opportunities. LACDA currently administers Family Self-Sufficiency (FSS) program for public conventional housing and Housing Choice Voucher program residents. The FSS program provides critical tools and supportive services to foster a resident's transition from financial and housing assistance to economic and housing self-sufficiency, most importantly homeownership.

To support this effort, LACDA utilizes marketing materials to outreach and further promote the program's requirements and benefits to all public housing residents. For families that are eligible to participate, a Contract of Participation (COP) is prepared to govern the terms and conditions of their participation and an Individual Training Service Plan (ITSP) is created that outlines the following: supportive services to be provided, activities to be completed by the participant, and agreed upon completion dates for the services and activities. The COP is valid for five years and may be extended to allow the family to meet their ITSP goals.

Actions taken to provide assistance to troubled PHAs

N/A, LACDA is designated as a High Performing Public Housing Agency.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In the Housing Element Update, the City has established barrier removal goals, policies and programs. The following goals will be implemented:

- Remove or reduce governmental constraints on affordable housing development.
- Continue efforts to streamline administrative procedures for granting approvals and permits.
- Review residential development standards, regulations, ordinances, review procedures and permitting fees related to the development of housing. Adjust, as appropriate, those that are determined to be a constraint to the development of housing.
- Encourage the use of density bonuses and provide other regulatory concessions to facilitate affordable housing development.
- Provide appropriate definitions and zoning designations in the Zoning Ordinance to allow and facilitate the development of housing for extremely low-income and special needs persons.
- Streamline the development process, particularly for affordable housing projects, which reduces the costs associated with holding on to land until it can be developed.

As part of the Governmental Constraints analysis for the Housing Element update, revisions to the Gardena were identified as appropriate to better facilitate the provision of a variety of housing types such as: emergency shelters, transitional housing, supportive housing, and single-room occupancy (SRO) units.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Efforts to address obstacles to meeting underserved needs included:

- The City obtained data from the Housing Authority of the County of Los Angeles on the number of Section 8 households assisted by race, ethnicity, age and disability status. The City will compare who is being served to the demographic characteristics of the community. In this way, the City can estimate more precisely underserved populations.

- The City encouraged and supported the efforts of the Housing Authority of the County of Los Angeles to seek additional Section 8 Housing Choice Vouchers.
- The City encouraged and supported the efforts of non-profit housing development corporations to seek funding from federal, state and local sources for special needs housing.
- The City adopted a new ordinance that allows for the use of accessory structures as living units under certain conditions.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) emphasizes prevention of childhood lead poisoning through housing-based approaches. To reduce lead-based paint hazards, the City of Gardena's Hand-Worker/Residential Rebate Program conducted lead-based paint testing and risk assessments for each property assisted that was built prior to January 1, 1978 and incorporated safe work practices or abatement into the scope of work as required to reduce lead-based paint hazards in accordance with 24 CFR Part 35.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City will continue to implement its strategy to help impoverished families achieve economic independence and self-sufficiency. The City's anti-poverty strategy utilizes existing County job training and social service programs to increase employment marketability, household income, and housing options. As funds become available, the City will consider allocating CDBG funds to public service agencies that offer supportive services in the fight against poverty.

The City assists in reducing the number of persons living below poverty level by continuing to fund its Youth and Family Services Program that assist with making referrals to job skill training and educational resources that assist in obtaining employment opportunities.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The institutional delivery system in Gardena is high-functioning and collaborative — particularly the relationship between local government and the nonprofit sector comprised of a network of capable community-based organizations that are delivering a full range of services to residents.

To support and enhance this existing institutional structure, the City of Gardena collaborated with nonprofit agencies to ensure that the needs of low- and moderate-income residents were met as envisioned within the 2021-2025 Consolidated Plan - Strategic Plan.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

To enhance coordination between public and private housing and social service agencies, the City continued consulting with and inviting a wide variety of agencies and organizations involved in the delivery of housing and supportive services to low- and moderate-income residents to participate in Gardena - particularly in low- and moderate-income areas.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City works with the Fair Housing Foundation to address the impediments identified in the report. One of the most common impediments to Fair Housing choice is discrimination towards race and familial status. The Fair Housing Foundation uses a diverse pool of skilled testers to investigate complaints. When an investigation is complete, each client is advised of the findings and available legal options. Referrals are made to the U.S. Department of Housing and Urban Development (HUD) for complaints regarding lending discrimination, to the Department of Justice (DOJ) for class action cases, to the State Department of Fair Employment and Housing (DFEH), Small Claims Court and to private attorneys for other matters as appropriate. The Fair Housing Foundation follows the desired legal path selected by the Complainant and mediates the situation if requested to do so. Legal training seminars are available to property owners as a means to educate them on Fair Housing regulations and requirements.

The City of Gardena's goal is to ensure that all available avenues are maximized to make sure there are fair housing opportunities for all residents within the City.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

This part describes the City's compliance with the five monitoring requirements that are contained in 91.230. These requirements include topics such as standards and procedures and ensuring compliance with City housing codes.

- 1. Standards and Procedures** - The City monitors each funded activity to ensure compliance with the CDBG regulations, national objectives, and subrecipient agreement. The City requires any sub-recipients to execute an agreement with specific

performance measures prior to the release of funds. In addition, all records must be maintained for a five-year period. Pursuant to the CDBG contract, progress reports are required to be submitted quarterly. Staff conducts periodic site visits to ensure program records are in order and services are being provided in compliance with the sub-recipient agreements. The City further ensures compliance with the Strategic Plan and Action Plan by placing guidelines or conditions in its contracts with consultants that ensure implementation of the annual monitoring goals. All CDBG funds are disbursed on a reimbursement basis. Invoices must be submitted for payment and must include a description of activities being reimbursed. Audit reports are further required at the close of the year.

2. Monitoring of City's Performance - The previously described Performance Measurement System will be used to monitor the City's performance in meeting its goals and objectives as set forth in the Strategic Plan and Action Plan.

3. Ensuring Compliance with Planning and Monitoring Requirements - The City makes every effort to comply with all CDBG and Consolidated Plan regulations. The Citizen Participation Plan ensures input from the community prior to action to approve or amend the Consolidated Plan or Action Plan. Housing rehabilitation, construction and professional services agreements are prepared to guarantee compliance with applicable CDBG program regulations. CDBG subrecipient agreements also contain language consistent with the program regulations. Additionally, the City continues on-site monitoring of CDBG recipients and housing units assisted by State HOME funds and subject to occupancy and/or affordability covenants.

4. Compliance with Housing Codes and On-Site Inspections - The City has established program guidelines for all its CDBG-funded housing rehabilitation programs. The program guidelines require an initial property inspection to evaluate the current condition of the property and to prepare of written scope of work that addresses all outstanding building code and health and safety identified issues.

5. Monitoring of Subrecipients - As previously described, the City requires that sub-recipients maintain all records for a five-year period. Progress reports are required to be submitted quarterly. Staff conducts periodic site visits to ensure program records are in order and services are being provided in compliance with the sub-recipient agreements.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with the City's adopted Citizen Participation Plan, a public notice was published in the Gardena Valley News on August 25, 2023, notifying the public of the availability of the Consolidated Annual Performance and Evaluation Report for a 15-day public review and comment period. A copy of the public notice is included in Appendix A.

The draft CAPER was available from August 28, 2023, to September 12, 2023, on the City's website and at Gardena City Clerk's Office, Gardena City Manager's Office, Gardena Human Services Division, Mayme Dear Memorial Library, and Nakaoka Community Center.

A public hearing was conducted before the City Council on Tuesday, September 12, 2023, to solicit comments from residents and interested parties. A summary of any written or oral comments received during the public hearing is included in Appendix B.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Fiscal year 2022-2023 funds were intended to be used to meet the Action Plan goals, including funding for fair housing and landlord-tenant mediation services, code enforcement, services for low- and moderate-income persons, and housing rehabilitation. However, due to various factors, including staff turnover and program compliance challenges, the City did not meet its annual goals. While the City did implement some of the eligible activities in FY2022-2023, the City did not use CDBG funds but instead used its General Funds to subsidize these activities. Nonetheless, the City will be reallocating all FY2022-2023 CDBG funds and allocating them towards FY2023-2024 eligible activities and reporting the accomplishments in the FY2023-2024 CAPER.

Additionally, the City will consider reallocating the balance of \$334,028.61 in CDBG-CV funds to an eligible activity which will address the emergency service needs of Gardena residents in FY2023-2024.

Lastly, the City has also issued an RFP soliciting CDBG Administration and Implementation Services from a qualified consulting firm. The City will be revising its CDBG Policies and Procedures which will ensure program compliance as well as develop CDBG guidelines for its new owner-occupied Rehabilitation Program.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Table 7 – Total Labor Hours

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities					
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					
Qualitative Efforts - Number of Activities by Program					
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					

Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 8 – Qualitative Efforts - Number of Activities by Program

Narrative

The City did not have any activities that required Section 3 reporting requirements.



APPENDIX A

Public Notice

2022-2023
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2022 THROUGH JUNE 30, 2023

**NOTICE OF COMMENT PERIOD AND PUBLIC HEARING
FOR THE DRAFT FY 2021-2022 AND FY 2022-2023
CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORTS (CAPER)
CITY OF GARDENA**

PUBLIC NOTICE IS HEREBY GIVEN that pursuant to the U.S. Department of Housing and Urban Development (HUD) regulations, the City of Gardena has prepared a draft Consolidated Annual Performance Evaluation Report (CAPER) for the 2021-2022 and 2022-2023 Fiscal Years. The draft CAPER will be available for public review from August 28, 2023 through September 12, 2023.

The CAPER provides an assessment of the City's performance in using Community Development Block Grant (CDBG) funds in meeting the City's housing and community development goals that were included in the 2021-2022 and 2022-2023 Annual Action Plans.

During the public comment period, the draft documents are available for public inspection on the City's website at www.cityofgardena.org, Gardena City Clerk's Office, Gardena City Manager's Office, Gardena Human Services Division, Mayme Dear Memorial Library, and Nakaoka Community Center. Copies may also be provided upon request by contacting Greg Tsujiuchi, Director of Community Development at (310) 217-9526.

PUBLIC NOTICE IS HEREBY FURTHER GIVEN that the City Council of the City of Gardena will conduct a public hearing **on Tuesday, September 12, 2023, at 7:30 p.m.** or soon thereafter as the matter shall be heard, in the City Hall Council Chambers, 1700 W. 162nd Street, Gardena, California for the purpose of 1) receiving public comment on the draft FY2021-2022 & FY2022-2023 CAPER reports, and (2) approving the submission of the reports to the U.S. Department of Housing and Urban Development (HUD).

All interested persons may appear before the City Council at said hearing and will be given an opportunity to comment on the above-referenced item at the public hearing and any subsequent public hearings conducted related to the item. In addition, written comments may be submitted to the City Council prior to the hearing via U.S. Mail to the attention of City Clerk's Office, City of Gardena, 1700 W 162nd Street, Gardena, CA 90247 or via email to publiccomment@cityofgardena.org. Please reference the hearing title and date of the hearing in any correspondence.

If you wish to challenge the above item in court, the challenge will be limited only to those issues you or someone else raised at the public hearing in written correspondence delivered to the City at or prior to the public hearing as described in this notice. The City cannot be held responsible for U.S. Mail that is not received prior to the hearing.

Americans with Disabilities Act (ADA): The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by email cityclerk@citygardena.org at least 6 hours prior to the scheduled special meeting to ensure assistance is provided. Assistive listening devices are available.

/s/ MINA SEMENZA
CITY CLERK



APPENDIX B

Summary of Citizen Participation Comments

(To be inserted following Public Hearing)

2022-2023
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2022 THROUGH JUNE 30, 2023



APPENDIX C

IDIS PR26 FINANCIAL REPORTS

(To be inserted following Public Hearing)

2022-2023
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2022 THROUGH JUNE 30, 2023



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 14.A
Section: DEPARTMENTAL
ITEMS - ELECTED & CITY
MANAGER'S OFFICES
Meeting Date: September 12,
2023

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

AGENDA TITLE: Calling for the March 5, 2024, General Municipal Election, Requesting Consolidation with the Statewide Primary Election to be Conducted by the Los Angeles County Registrar of Voters, and Providing Regulations for Candidates; Adoption of Resolution Nos. 6642, 6643 and 6644

COUNCIL ACTION REQUIRED:

Staff Recommendation: Initiate the process of the March 5, 2024, General Municipal Election by Adopting Resolution Nos. 6642, 6643 and 6644

RECOMMENDATION AND STAFF SUMMARY:

To initiate the process for the General Municipal Election to be held on March 5, 2024, to fill the seats of two members of the City Council.

From the time the City of Gardena was incorporated through the General Municipal Election held in 2017, the City conducted "stand-alone" elections, with the aid of consultants and specified services provided by the Los Angeles County Registrar Recorder/County Clerk (Registrar). The City of Gardena has changed the date of its General Municipal Election a few times since 1997, all with the purpose of avoiding conflict with the statewide primary election.

Following the passage of SB 415, which became effective January 1, 2018, the City was required to consolidate its regular municipal elections with the statewide primary election conducted by the Registrar. This coincided with the Registrar implementing modernized voting equipment, which allows for greater ballot capacity and accommodates the large number of the 88 cities in Los Angeles County now consolidating their elections with the statewide primary. By way of background, subsequent to SB 415, the legislature made additional changes affecting the date on which the City's election is held, summarized below.

- Senate Bill SB 415, effective January 1, 2018
 - Required cities not meeting certain election turnout thresholds to consolidate with a statewide primary or general election
- Senate Bill SB 568, approved September 27, 2017
 - Changed date of statewide primary election from June of even-numbered years to March of even-numbered years

- Ordinance No. 1782, adopted October 24, 2017
 - To align with statewide primary, changed general municipal election from March of odd-numbered years to March of even-numbered years
 - Required the terms of current elected officials be extended by approximately 12 months, pursuant to state law
- Senate Bill SB 970, approved September 18, 2020
 - Changed date of statewide primary from March of even-numbered years to March of even-numbered years divisible by four, and June of even-numbered years not divisible by four
- Ordinance No. 1835, adopted November 16, 2021
 - To align with statewide primary, and maintain alignment should the legislature make subsequent changes, changed general municipal election from March of even-numbered years to the date of the statewide primary election in each even-numbered year

The next general municipal election for the City of Gardena is March 5, 2024, for the purpose of electing two members of the City Council for a full term of four years. Those seats that are up for election are held by Councilmember Mark E. Henderson and Councilmember Paulette Francis. Before holding an election, the City Council must adopt three resolutions:

1. The resolution calls and gives notice of the election and requests Los Angeles County Registrar of Voters to conduct the election and canvass the results;
2. The second resolution requests the Los Angeles County Board of Supervisors to consent to consolidation with the statewide primary election being held on the same day; and
3. The third resolution adopts regulations for the candidates' statements.

The nomination filing period is from Monday, November 13, 2023, and concluding on Friday, December 8, 2023 at 5:00 p.m. If an eligible incumbent does not file, a five-day extension will permit filing until Wednesday, December 13, at 5:00 p.m., for that seat only. Candidates will also provide a deposit for costs associated with printing a candidate statement (200 words or less) in the sample ballot, should they choose to provide one.

As for the election, the Registrar will administer, manage, and oversee the operational portion of the City's election, including voting processes, ballot counting and canvass of the votes, which will take place at the Registrar's office. The City Clerk will continue to serve as the Elections Official, manage the candidates, nomination filing process, Fair Political Practices Commission (FPPC) filings, creating/publishing official election notices relating to calling an election and nominations, and serve as the liaison between the City and Registrar.

FINANCIAL IMPACT/COST:

Election Cost Estimate: \$177,678.30; Final costs to be determined

Funding Source: General Fund; City of Gardena's proportionate share

ATTACHMENTS:

[RESO No 6642 - Calling for the Election.pdf](#)

[RESO No 6643 - Catch all RESO.pdf](#)

[RESO No 6644 - Candidate Statements.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

Clint Osorio, City Manager

RESOLUTION NO. 6642

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

RECITALS

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on March 5, 2024, for the election of Municipal Officers; and

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Gardena, California, on Tuesday, March 5, 2024, a General Municipal Election for the purpose of electing a two Members of the City Council, for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed, and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 5. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 6. That the City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the Los Angeles County Registrar-Recorder/County Clerk, the City Council, in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

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


Passed, approved, and adopted this 12th day of September, 2023.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

RESOLUTION NO. 6643

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO ORDER THE CONSOLIDATION OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON MARCH 5, 2024 WITH THE STATEWIDE DIRECT PRIMARY ELECTION TO BE HELD IN THE COUNTY OF LOS ANGELES THE SAME DAY; TO AUTHORIZE THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CANVASS THE RETURNS OF SAID GENERAL MUNICIPAL ELECTION; AND TO REQUEST THAT THE REGISTRAR-RECORDER/COUNTY CLERK OF SAID COUNTY BE PERMITTED TO RENDER FULL SERVICES TO THE CITY OF GARDENA RELATING TO THE CONDUCT OF SAID GENERAL MUNICIPAL ELECTION PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10403

WHEREAS, a General Municipal Election has been called by the City of Gardena, to be held in the City of Gardena on March 5, 2024; and,

WHEREAS, a Statewide Direct Primary Election to be held in the County of Los Angeles has been or will be called to be held on March 5, 2024;

WHEREAS, it is desired, pursuant to the authority found in California Elections Code section 10403, to consolidate said General Municipal Election with said Statewide Direct Primary Election to be held in the County of Los Angeles.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gardena as follows:

SECTION 1. The Board of Supervisors of the County of Los Angeles is hereby respectfully requested to order the consolidation of said General Municipal Election to be held on March 5, 2024, with the Statewide Direct Primary Election to be held in the County of Los Angeles on March 5, 2024.

SECTION 2. The Board of Supervisors of the County of Los Angeles is hereby further respectfully requested to place upon the same ballot as that provided for said Statewide Direct Primary Election to be held in the County of Los Angeles on March 5, 2024, the names of the candidates for the offices of

**Councilmember, Full Term
Councilmember, Full Term**

to be submitted to the electors of the City of Gardena at said Statewide Direct Primary Election.

SECTION 3. The City of Gardena acknowledges that the consolidated election will be held and conducted in the manner prescribed in Section 10418 of the California Elections Code.

SECTION 4. The Board of Supervisors of the County of Los Angeles is hereby authorized and respectfully requested to canvass the returns of said Statewide Direct Primary Election.

SECTION 5. The Board of Supervisors of the County of Los Angeles is hereby authorized and respectfully requested to authorize and permit the Registrar-Recorder/County Clerk of the County of Los Angeles to:

- a) Print and supply ballots for said City of Gardena's General Municipal Election;
- b) Mail the City's sample ballots and candidate statements of qualifications to the electors of the City of Gardena as part of the same material that will be mailed to the voters of the Statewide Direct Primary Election to be held in the County of Los Angeles;
- c) Perform such other services as may be required for the consolidation and conduct of said City of Gardena's General Municipal Election with said Statewide General Election to be held in the County of Los Angeles.

SECTION 6. The vote centers for the election shall be open as required during the identified voting period pursuant to California Elections Code sections 4007 and 14401.

SECTION 7. The City shall reimburse the County of Los Angeles in full for the services performed on behalf of the City upon the presentation of a bill by the County.

SECTION 8. The City Clerk is hereby directed to deliver a certified copy of this resolution to the Board of Supervisors of the County of Los Angeles and to transmit an electronic copy to the Board of Supervisors and the Registrar-Recorder/County Clerk of the County of Los Angeles.

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.

RESOLUTION NO. 6643


Passed, approved, and adopted this 12th day of September, 2023.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

RESOLUTION NO. 6644

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement.

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

SECTION 1. GENERAL PROVISIONS.

- A. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Gardena on March 5, 2024, may prepare a candidate's statement on an appropriate form provided by the City Clerk.
- B. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations.
- C. The statement of no more than 200 words must conform to the word count standards established by Section 9 of the Elections Code of the State of California.
- D. The statement shall be filed in typewritten form in the Office of the Gardena City Clerk/Elections Official at the same time the candidate's nomination papers are filed. Statements submitted in handwritten or via electronic media will not be accepted for filing.
- E. The statement may be withdrawn, but not changed, during the period for filing nomination papers, and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act, candidate statements will be translated into all languages required by the County of Los Angeles. The County is required to translate candidate's statements into the following languages: Spanish, Japanese, Korean and Vietnamese or other currently required languages as of the date of this resolution. (County only translating Spanish)
- B. Los Angeles County will print and mail separate voter information booklets and candidate statements in the languages listed in Section 2, Subsection A to only those voters who are on the County voter files as having requested a voter information booklet in a particular language. The County will make voter information booklets and candidate statements in the required languages available at all voting locations, on the County's website and in the City Clerk/Elections Officials office.

SECTION 3. PAYMENT.

- A. The City Clerk shall work with the County Registrar to estimate the total cost of printing, handling, translating, and mailing the Candidate Statements filed, including the costs incurred as a result of complying with Voting Rights Act of 1965, as amended, and require each candidate filing a statement to pay in advance to the City of Gardena his or her estimated pro rata share as a condition of having his or her statement included in the Official Sample Ballot Booklet/Voter Information Guide. The estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the even of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS.

- A. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

RESOLUTION NO. 6644

SECTION 6. The City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. All previous resolutions establishing council policy on payment for candidates' statements are repealed.

SECTION 8. This resolution shall apply only to the election to be held on March 5, 2024 and shall then be repealed.

SECTION 9. The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

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


Passed, approved, and adopted this 12th day of September, 2023.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 14.B
Section: DEPARTMENTAL
ITEMS - ELECTED & CITY
MANAGER'S OFFICES
Meeting Date: September 12,
2023

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

AGENDA TITLE: Approval of the International Travel for City Clerk Mina Semenza in Celebration of the 60th Anniversary Visit of the Gardena - Ichikawa Sister City Relationship

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve the International Travel for City Clerk

RECOMMENDATION AND STAFF SUMMARY:

Gardena Sister City of Ichikawa, Japan, has invited Gardena Officials to travel to their city from October 30th through November 4th 2023, for an official 60th Anniversary Celebration.

Pursuant to the approved City Travel Policy-APP-2023-001, "All International travel for elected officials must be presented to the City Council for approval".

The anticipated expenses for the City Clerk include round-trip airfare, per diem (meals and incidentals), and misc. The budget below is an estimate of those costs:

ROUND – TRIP AIRFARE TICKETING :

Leave: LAX to Tokyo/Narita: October 30, 2023

Return: Tokyo/Narita to LAX: November 4, 2023

\$1,800 x1 traveler =	1,800.00
-----------------------	----------

HOTEL ACCOMMODATIONS:

1 Bedroom, approximately \$100 per night

1 traveler x 5 days = 500	500.00
---------------------------	--------

PER DIEM

\$75 per day x 5 days = 375.00	375.00
--------------------------------	--------

POSSIBLE MISCELLANEOUS (Receipts for reimbursement)

\$32 per day x 5 days = 160	=	<u>160.00</u>
-----------------------------	---	---------------

TOTAL:	\$2,835.00
---------------	-------------------

Staff, therefore, recommends that the City Council approve the International Travel to Japan in

an amount not to exceed \$2,835.00 for the City Clerk to travel to Ichikawa, Japan.

FINANCIAL IMPACT/COST:

Fiscal Year 2023-2024: \$2,835.00

Funding Source: General Fund

ATTACHMENTS:

[City Travel Policy - APP 2023-001.pdf](#)

APPROVED:




Clint Osorio, City Manager



ADMINISTRATIVE POLICY & PROCEDURE

CATEGORY: Administrative Services – Travel Policy

SUBJECT: City Travel Policy-APP-2018-001

Document: Travel Policy	Revision: 05/23/2023
Subject: City Travel Policy	Effective Date: 05/23/2023
Author: Ray Beeman, Director of Administrative Services	Reference No. APP-2023-001
Authorized by: Clint D. Osorio, City Manager 	

TRAVEL AND EXPENSES REIMBURSEMENT POLICY AND PROCEDURES FOR ELECTED AND APPOINTED OFFICIALS, DEPARTMENT HEADS, AND ALL STAFF IN THE CITY OF GARDENA

The City Council of the City of Gardena believes that it is important that elected and appointed officials (including volunteer members of boards, commissions, and committees), department heads, and employees remain informed and trained in issues affecting the affairs of the City and that attendance at institutes, hearings, meetings, conferences, or other gatherings is of value to the City and its citizens. The benefits include:

- The opportunity to discuss the community's concerns with state and federal officials;
- Participation in regional, state and national organizations whose activities affect the City;
- Attending educational seminars improve officials' skill and information levels;
- Promoting public service and morale by recognizing such service; and
- Assisting in the implementation and completion of the City's strategic plan.

To promote these endeavors, to protect public resources and foster public trust in the use of those resources, as well as comply with state law requirements regarding reimbursement of expenses, the City Council hereby sets forth the travel and expense reimbursement policies for the City of Gardena.

All anticipated conferences, conventions and professional meetings should be budgeted for in the current operating budget. As the trip is being paid for with public funds, it shall be the responsibility of the official/employee undertaking the trip to make every effort to attend the entire conference and/or as many sessions as possible.





ADMINISTRATIVE POLICY & PROCEDURE

CATEGORY: Administrative Services – Travel Policy

SUBJECT: City Travel Policy-APP-2018-001

A. PROCEDURE

1. Travel Requests – All travel requests shall be approved by a department head. When feasible, all requests must be submitted at least ten (10) business days in advance of travel to the Administrative Services Director for approval. The Administrative Services Department will check all requests for completeness, as well as the available balances of the travel budgets and advise the City Manager of any deviation from normal procedures/policies.

2. Approval – All travel requests for the City Council or Department Heads will be subject to approval by the City Manager. All other travel requests for employees will be subject to approval by the Department Head. Extraordinary requests for employee travel must be approved by the City Manager. Effective May 23, 2023, the City Manager shall not approve domestic travel for more than two councilmembers for any one event that is over 150 miles outside the jurisdictional limits of the City of Gardena. All international travel for elected officials must be presented to the City Council for approval. Effective January 1, 2018, the City Council shall not approve international travel for more than two councilmembers for any one event except in exceptional circumstances.

B. AUTHORIZED EXPENSES

City funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized City business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this Policy are met:

1. Communicating with representatives of regional, state and national government on City adopted policy positions;
2. Attending educational seminars designed to improve employees' skill and information levels;
3. Participating in regional, state and national organizations or activities that affect the city's interests;
4. Recognizing an elected official, employee or community member for their contribution to public service (for example, retirement gifts or celebration);
5. Attending National, State, County and City events; and
6. Implementing a City-approved strategy for attracting or retaining businesses to the City, which will typically involve at least one staff member.

All other expenditures require prior approval by the City Manager.





ADMINISTRATIVE POLICY & PROCEDURE

CATEGORY: Administrative Services – Travel Policy

SUBJECT: City Travel Policy-APP-2018-001

C. EXPENSES NOT ELIGIBLE FOR REIMBURSEMENT

Examples of personal expenses that the City will not reimburse include, but are not limited to:

1. The personal portion of any trip;
2. Political or charitable contributions or events;
3. Family expenses are generally not reimbursable unless it is part of an official event of ceremony. This includes partner's expenses, when accompanying official on agency-related business, as well as children- or pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events unless the event is part of an official event or ceremony;
5. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and
6. Personal losses incurred while on City business. Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

D. COMPENSATION FOR ATTENDANCE AT MEETINGS

Compensation for meeting attendance by appointed members of City boards and commissions shall be established by resolution of the City Council in accordance with applicable statutory authorization.

E. TRANSPORTATION

When attending conferences or meetings that are of such distance that it is more economical to take commercial transportation, if an official proposes to drive his/her car in those cases, commercial air fare will be paid and not automobile mileage. Government and group rates must be used when available.

1. Airfares that are reasonable and economical shall be eligible for purposes of reimbursement.





ADMINISTRATIVE POLICY & PROCEDURE

CATEGORY: Administrative Services – Travel Policy

SUBJECT: City Travel Policy-APP-2018-001

2. Automobile mileage is reimbursed at Internal Revenue Service ("IRS") rates in effect at the time of travel. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable.
3. Car rental rates that are reasonable and economical shall be eligible for purposes of reimbursement.
4. Taxis or shuttle fares may be reimbursed, including a 15 percent gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.
5. Ride Sharing Service (Uber, etc.) - Ride sharing service is allowed provided the maximum amount does not exceed reasonable public transportation (taxis/shuttle) costs. Reasonable gratuity less than 10 percent is allowed.

F. LODGING

Lodging expenses will be reimbursed or paid for when travel on official city business reasonably requires an overnight stay. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. Travelers must request government rates, when available.

G. MEALS AND INCIDENTALS

Elected officials and department heads shall have a per diem allowance of \$75 per day; all other employees shall have a per diem allowance of \$50 per day. All persons submitting for per diem reimbursement have the option of either: (a) receiving the per diem allowance; or (b) the use of a City credit card and submitting receipts. A travel day is considered to be eligible for per diem reimbursement during overnight stays only.

H. MISCELLANEOUS AND INCIDENTAL EXPENSES

When travelling, expenses for incidentals and unexpected items and supplies are sometimes necessary. Reimbursement for miscellaneous incidental expenses is allowed, provided that all corresponding receipts are submitted.





ADMINISTRATIVE POLICY & PROCEDURE

CATEGORY: Administrative Services – Travel Policy

SUBJECT: City Travel Policy-APP-2018-001

Staff will be reimbursed for incidental expenses such as, but not limited to, actual telephone, fax, parking expenses incurred on City business, and other incidental expenses. Telephone bills should identify which calls were made on City business. All miscellaneous and incidental expenses require receipts for reimbursement.

I. CASH ADVANCE POLICY

From time to time, it may be necessary for an official or employee to request a cash advance to cover anticipated expenses while traveling or doing business on the City's behalf. Such requests for an advance should be submitted to the Administrative Services Department ten (10) working days prior to the need for the advance with the following information:

1. The purpose of the expenditure(s);
2. The benefits of such expenditure to the residents of City;
3. The anticipated amount of the expenditure(s) (for example, hotel rates, meal costs, and transportation expenses); and
4. The dates of the expenditure(s).

Any unused advance must be returned to the City within ten (10) working days of the official's return, along with an expense report and receipts documenting how the advance was used. In the event the City Manager is uncertain as to whether a request complies with this Policy, such individual must seek resolution from the City Council.

J. CREDIT CARD USE POLICY

The City issues credit cards to department heads and managers, but does not issue credit cards to individual office holders. Elected officials and employees are encouraged to use the City's credit card for such purposes as airline tickets and hotel reservations by following the same procedures for cash advances. Receipts documenting expenses incurred on the City credit card and compliance with this policy must be submitted at the end of the billing cycle of the city issued credit card. Except as allowed under Section B (3), city credit cards may not be used for personal expenses, even if the official subsequently reimburses the City.





ADMINISTRATIVE POLICY & PROCEDURE

CATEGORY: Administrative Services – Travel Policy

SUBJECT: City Travel Policy-APP-2018-001

K. EXPENSE REPORT CONTENT AND SUBMISSION DEADLINES

All cash advance expenditures, credit card expenses and expense reimbursement requests must be submitted on an expense report form provided by the city. This form shall include the following advisory:

"All expenses reported on this form must comply with the city's policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the City's policies include loss of reimbursement privileges, restitution, civil and criminal penalties as well as additional income tax liability."

Officials must submit their expense reports within thirty (30) calendar days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation.

Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

In the event the official does not attend the trip and non-refundable expenses have been incurred for registration, lodging and/or travel, the non-attending official shall submit a written explanation of the reasons for non-attendance to the City Manager. The City Manager shall determine if the public funds advanced must be reimbursed to the City. Any decision of the City Manager may be appealed to the City Council.

All expenses are subject to verification that they comply with this Policy.

L. REPORTS TO CITY COUNCIL, BOARD OR COMMISSION

At the next regular City Council (or Board or Commission) meeting, each official shall briefly report on meetings attended at City expense. If multiple officials attended, a joint report may be made.

M. COMPLIANCE WITH LAWS; VIOLATION

Elected City officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act and other applicable laws.





ADMINISTRATIVE POLICY & PROCEDURE

CATEGORY: Administrative Services – Travel Policy

SUBJECT: City Travel Policy-APP-2018-001

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: 1) loss of reimbursement privileges; 2) a demand for restitution to the City; 3) the agency's reporting the expenses as income to the elected official to state and federal tax authorities; 4) civil penalties of up to \$1,000 per day and three times the value of the resources used; and 5) prosecution for misuse of public resources.

N. APPLICABILITY

This Policy shall apply to all elected and appointed officials of the City, department heads and all other employees.





City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 15.A
Section: DEPARTMENTAL
ITEMS - POLICE
Meeting Date: September 12,
2023

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

AGENDA TITLE: Notification of Eligibility for Funding in the Amount of \$23,491 Under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Fiscal Year 2022 Local Solicitation

COUNCIL ACTION REQUIRED:

Staff Recommendation: Receive and File

RECOMMENDATION AND STAFF SUMMARY:

Staff recommends that the City Council receive and file this notification of eligibility for funding in accordance with the Bureau of Justice (BJA) requirement that the application be made available for review by the governing body of the state or unit of local government. Public notification will also appear in the local newspaper announcing such and will allow for public comment as required under the JAG Program.

The Police Department received notification from the United States Department of Justice, Bureau of Justice Assistance, that the City of Gardena is eligible to receive funding in the amount of \$26,126.00 under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2022 Local Solicitation.

The JAG Program assists state, local, and tribal efforts to prevent or reduce crime and violence. JAG funds may be used to enhance law enforcement programs in the areas of technical assistance, training, personnel, equipment, supplies, and contractual support.

It is the intent of the Police Department to utilize the JAG Program funding to purchase new mobile digital computers (MDCs) to be used by officers while working patrol operations. The existing MDC's have exceeded their useful purpose, and the new equipment will be compatible with the current software. The Police Department was able to replace half of the outdated MDC's with the assistance of the FY 2020 JAG grant funding.

The Police Department plans to use funding in the amount of \$23,491 to purchase 12 new mobile digital computers to be used by patrol officers. Funds to be expended by 09/30/2024

FINANCIAL IMPACT/COST:

JAG Grant Funding Amount: \$23,491 with funds to be expended by 09/30/2024.

ATTACHMENTS:

[JAG Grant Announcement.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

Clint Osorio, City Manager



BJA FY 2022 Edward Byrne Memorial Justice Assistance Grant Program — Local Solicitation

Assistance Listing Number # 16.738
Grants.gov Opportunity Number: O-BJA-2022-171368
Solicitation Release Date: June 22, 2022 2:00 PM
Grants.gov Deadline: August 03, 2022 8:59 PM
Application JustGrants Deadline: August 08, 2022 8:59 PM

Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the DOJ's mission by assisting local and tribal law criminal justice efforts to prevent or reduce crime and violence and to improve the administration of the criminal justice system.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants to prepare and submit applications to OJP for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the [OJP Grant Application Resource Guide](#).

Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
✓ C-BJA-2022-00154-PROD	Category 1 - Applicants with eligible allocation amounts of less than \$25,000	618	\$9,450,338.00	10/1/21 12:00 AM	24
C-BJA-2022-00155-PROD	Category 2 - Applicants with eligible allocation amounts of \$25,000 or more	580	\$83,437,803.00	10/1/21 12:00 AM	48

Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), Special district governments, Other

Other

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff. The eligible allocations by state for the fiscal year (FY) 2022 JAG Program can be found at: <https://bja.ojp.gov/program/jag/fy-2022-allocations>.

Eligible allocations under JAG are posted annually on the [JAG web page](#). See the allocation determination and “Units of Local Government” requirements section for more information. **Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.**

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact Information

For technical assistance with submitting the Application for Federal Assistance standard form (SF)-424 and a Disclosure of Lobbying Activities form (SF-LLL) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in DOJ’s Justice Grants System (JustGrants), contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates 5 a.m. to 9 p.m. eastern time Monday–Friday and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

For assistance with any other requirements of this solicitation, contact the OJP Response Center by telephone at 800-851-3420 or TTY: 301-240-6310 (hearing impaired only), or by email at grants@ncjrs.gov. The OJP Response Center hours of operation are 10 a.m. to 6 p.m. eastern time Monday–Friday, and 10 a.m. to 8 p.m. on the solicitation close date.

Submission Information

Applications will be submitted to DOJ in two steps:

Step 1: The applicant must submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF)-424 and a Disclosure of Lobbying Activities (SF-LLL) form when they register in Grants.gov at <https://www.grants.gov/web/grants/register.html>. To register in Grants.gov, the applicant will need to ensure that its System for Award Management (SAM) registration is current.

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at <https://justicegrants.usdoj.gov/>. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. OJP encourages applicants to review the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [JustGrants website](#) for more information, resources, and training.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.A
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: September 12,
2023

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

AGENDA TITLE: Review and Approve Submission of the City of Gardena Local Hazard Mitigation Plan Draft to State and Federal Emergency Agencies

COUNCIL ACTION REQUIRED:

Staff Recommendation: Review and Approve Submission of the Draft of the Local Hazard Mitigation Plan to State and Federal Emergency Agencies

RECOMMENDATION AND STAFF SUMMARY:

The federal Disaster Management Act of 2000 requires every local, county and state government to have an approved Local Hazard Mitigation Plan (LHMP) in order to be eligible for pre-disaster and post-disaster grants and funding. Agencies are expected to update the plan every five years. The City's latest LHMP was approved by the California Governor's Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) in 2012.

Without an approved and current LHMP, local governments are not eligible for FEMA mitigation programs and assistance such as Pre-Disaster Mitigation and Hazard Mitigation Grant Program, National Flood Mitigation Assistance Program and public assistance for damaged facilities following a disaster.

The City's LHMP focuses on potential impacts both natural and man-made and provides direction and guidance for implementing hazard mitigation. In December 2021, the City Council awarded a contract to Risk Management Professionals, Inc. to update the LHMP. A steering committee was formed which included City personnel, members of the Los Angeles Fire Department, Los Angeles County Sheriff Emergency Management, local government employees from neighboring cities and residents of the City.

Public input was requested and solicited through social media, newsletter, flyers at City events and emails to City staff that reside in the City. More than 20 residents responded to the survey and the results were included in the LHMP.

The following shows the hazards that represented the top risks in the City in the original 2012 plan and the updated 2023 plan.

2012

- Earthquake
- Pipeline Failure
- Hazardous Materials Release/Terrorism
- Airplane Crash
- Fire
- Drought
- Dam/Reservoir Failure
- Rail/Mass Transit Accident
- Severe Storm/Flood

2023

- Earthquake
- Hazardous Materials Release
- Pipeline Failure
- Windstorm
- Disease Outbreak
- Urban Fire
- Adversarial Events
- Flood
- Drought

Staff recommends the City Council approve the draft of the LHMP to submit to Cal OES for review. Once approved by Cal OES, the plan will be submitted to FEMA for final review.

FINANCIAL IMPACT/COST:

Once the LHMP is approved by Cal OES and FEMA, the City is eligible to apply for grants (Hazard Mitigation Grant Program, Building Resilient Infrastructure & Communities and the National Flood Insurance Program)

ATTACHMENTS:

[2023 LHMP Presentation](#)

[City of Gardena LHMP Draft](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

Clint Osorio, City Manager



CITY OF GARDENA HAZARD MITIGATION PLAN

CITY COUNCIL MEETING

Ryan Bray

Risk Management Professionals, Inc.

(949) 282-0123

(877) 532-0806

www.RMPCorp.com

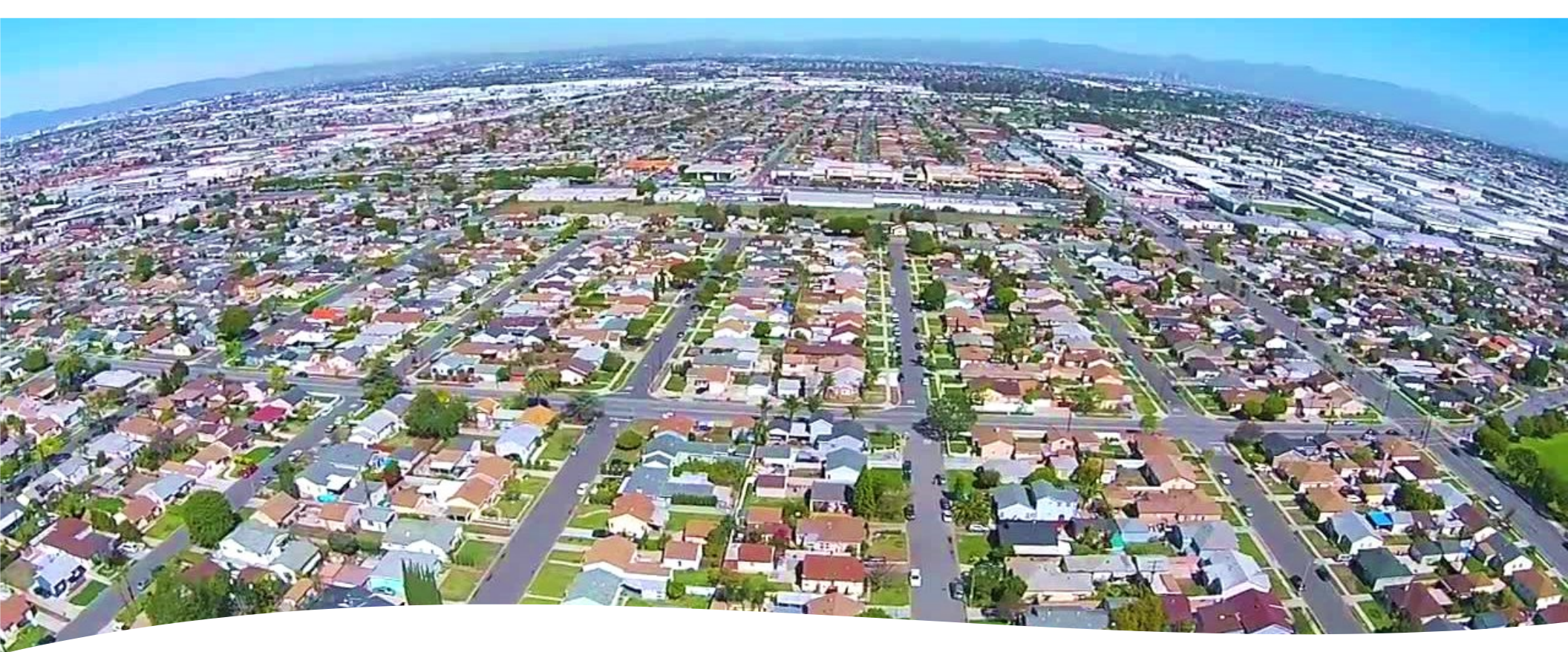
PROJECT OVERVIEW

DISASTER MITIGATION ACT OF 2000

- Revitalized Federal Planning Requirements
 - State and Local Hazard Mitigation Plans
 - Plans must be updated every five years
- Federal Grant Funding Eligibility
 - Hazard Mitigation Grant Program (HMGP)
 - Pre-Disaster Mitigation Program (PDM)
- Disaster Mitigation Act of 2000 is intended to facilitate cooperation between state and local authorities on risk reduction measures and to expedite funding allocation



FEMA



PUBLIC PROCESS

- DMA 2000 Stresses Public Participation
 - An open public involvement process that is comprehensive, starts early and continuous
 - Coordination with neighboring communities and various interest groups in Plan development

PUBLIC SURVEY

Using Google Forms, the survey included 10 questions designed to provide insight into the community's opinion of local hazards

Outreach methods for the survey included social media, newsletter, flyers at City event and emails to City Staff

20 participants provided feedback identified hazards & public outreach methods



Hazard Mitigation Survey

TELL US WHAT YOU THINK



Be Heard

Let City planners know what hazards most concern you and how we can tell you about available resources.



Impact Development

Let your voice help guide City planners in making Gardena a more resilient community.



A Safer Gardena

Your opinions will help drive City improvement projects to make Gardena a better place to live.

FOR ENGLISH CLICK BELOW

[Hazard Mitigation Questionnaire](#)

PARA ESPAÑOL MARQUE ABAJO

[Cuestionario de Peligro de Mitigación](#)

CLIMATE CHANGE & EQUITY

- Gardena is located in the South Coast Region according to California Adaptation Planning Guide (APG) Revised 2020
- The City considered the following hazards;
 - Increased Temperatures
 - Reduced Precipitation
 - Sea Level Rise
 - Wildfire Risk
 - Public Health (heat and air quality)
- Equity
 - Economic Status
 - Age
 - Limited English Proficiency



STEERING COMMITTEE

- The Steering Committee met four times during the planning process
- Steering Team members were made up of
 - City Gardena department representatives from Public Works, Engineering, Community Development, and Police
 - Los Angeles County Sherriff, Emergency Management
 - City of Hawthorne Planning
 - Residents of the City of Gardena

RISK RANKING

Rank	Score
High	
Moderately High	
Earthquake	25
Hazardous Materials Release	25
Moderate	
Pipeline Failure	20
Windstorm	18
Moderately Low	
Disease Outbreak	12
Urban Fire	10
Adversarial Events	9
Flood	6
Low	
Drought	3

UPDATED PLAN GOALS

Protect Life,
Property, and
Commerce

Minimize damage to structures and property,
as well as disruption of essential service and
human activities

Protect the
Environment

Increase Public
Awareness &
Participation

Improve emergency services and management capability

PROPOSED MITIGATION ACTIONS

- Consider purchasing mobile generators to generate backup power in the event of an emergency.
- Consider posting the hazard mitigation plan on the City website to provide awareness for natural hazards.
- Consider developing and distributing public education materials for natural hazards in English and Spanish to help provide education to underserved populations.
- Consider outfitting the Nakaoka Center for use as an alternate EOC location. Include considerations for sensitive populations to promote equitable emergency services.
- Continue to ensure that new buildings comply with CBC seismic requirements. Implement structural improvement projects as necessary.
- Consider reviewing existing City facilities for potential seismic vulnerabilities and implement mitigation projects accordingly.
- Provide updated information to the public on the impacts of a release from the Torrance Refinery including first response actions and community resources for relief.
- Continue to coordinate with pipeline owners throughout the City including So Cal Gas, Chevron, Golden State Water, So Cal Edison, ATT, and MCI to minimize potential damage to facilities during construction activities.
- Expand the ongoing implementation of tree trimming throughout the City.
- Consider emergency backup power for critical City facilities. (Battery back-up system)
- Expand community outreach with regard to protective measures and resources to deal with disease outbreak situations. Provide the information in Spanish and English to ensure all members of the community have access to information.
- Work with Golden State Water to improve water lines/infrastructure throughout the City to increase flow rates and water pressures to support fire suppression capabilities
- Expand active-shooter classes to be made available for the community. Training should be provided in English and Spanish to help assist underserved populations.
- Update site-plan review policy to include language to consider the structure defensibility.
- Ensure flood mitigation remains a priority.
- Determine ways to utilize reclaimed water for landscaping throughout the City and implement capital projects.
- Assist Golden State water to implement State-mandated water restrictions throughout the City.
- Supplement Golden State Water outreach by providing additional information to the community on water-wise landscaping
- Continue to coordinate with agencies to implement water use restrictions and projects during periods of drought and water emergencies.



NEXT STEPS...

The Draft Hazard Mitigation Plan will be submitted to Cal OES review. Once approved, the Plan will be submitted to FEMA for final review.

FEMA will provide the City with a letter of approval pending adoption before granting final approval.

Timeframe could be as long as six months or as short as a few weeks.

CONTACT INFORMATION

Ryan Bray
Senior Technical Consultant

Ryan.Bray@RMPCorp.com
Risk Management Professionals, Inc.
(949) 282-0123
(877) 532-0806
www.RMPCorp.com



City of Gardena

Draft Hazard Mitigation Plan

June 2023

Prepared By:
Risk Management Professionals
8717 Research Drive, Suite 150, Irvine, California 92618
949/282-0123 www.RMPCorp.com



Table of Contents

PLAN ADOPTION

EXECUTIVE SUMMARY

ES.1	Plan Requirements and Objectives	ES-1
ES.2	Mitigation Definition	ES-4
ES.3	Planning Process Summary.....	ES-5
ES.4	Hazard Analysis	ES-6
ES.5	Mitigation Strategies and Implementation Plan.....	ES-8
ES.6	Monitoring, Evaluating, and Updating the Plan	ES-13

CHAPTER 1: PLANNING PROCESS

1.1	Narrative Description of the Planning Process	1-1
1.2	Steering Committee & Public Involvement	1-6
1.2.1	Steering Committee Participant Solicitation	1-6
1.2.2	Steering Committee Participants.....	1-7
1.2.3	Steering Committee Meeting Descriptions	1-8
1.2.4	Public Meetings & Outreach	1-12
1.3	Review and Incorporation of Existing Plans.....	1-14

CHAPTER 2: PLANNING AREA PROFILE

2.1	Region Description	2-2
2.2	Development Trends	2-4
2.3	Population	2-12
2.4	Demographics.....	2-12

CHAPTER 3: RISK ASSESSMENT

3.1	Risk Assessment.....	3-1
3.2	Hazard Identification and Profiling	3-3
3.2.1	Hazard Profiling	3-9
3.2.2	Trends in Vulnerability	3-10
3.3	Earthquake Hazard Profile	3-12
3.3.1	Earthquake Hazard Information and Background	3-12
3.3.2	Earthquake History	3-16
3.3.3	Earthquake Probability, Frequency, and Magnitude.....	3-25
3.4	Hazardous Material Release Hazard Profile.....	3-35
3.4.1	Hazardous Material Release Hazard Information and Background	3-35
3.4.2	Hazardous Material Release History.....	3-38
3.4.3	Hazardous Material Release Probability, Frequency, and Magnitude	3-38
3.5	Pipeline Failure Hazard Profile	3-42
3.5.1	Pipeline Failure Hazard Information and Background	3-42
3.5.2	Pipeline Failure History	3-43
3.5.3	Pipeline Failure Probability, Frequency, and Magnitude	3-45
3.6	Windstorm Hazard Profile	3-46
3.6.1	Windstorm Hazard Information and Background.....	3-46
3.6.2	Windstorm History	3-47
3.6.3	Windstorm Probability, Frequency, and Magnitude.....	3-51

3.7	Disease Outbreak Hazard Profile.....	3- 52
3.7.1	Disease Outbreak Information and Background.....	3-52
3.7.2	Disease Outbreak History	3-53
3.7.3	Disease Outbreak Probability, Frequency, and Magnitude	3-56
3.8	Urban Fire Hazard Profile.....	3-57
3.8.1	Urban Fire Information and Background	3-57
3.8.2	Urban Fire History	3- 59
3.8.3	Urban Fire Probability, Frequency, and Magnitude	3-64
3.9	Adversarial Events Hazard Profile.....	3-66
3.9.1	Adversarial Events Hazard Information and Background	3-66
3.9.2	Adversarial Events Hazard History	3-68
3.9.3	Adversarial Events Hazard Probability, Frequency, and Magnitude	3-69
3.10	Flood/ Dam Failure Hazard Profile.....	3-70
3.10.1	Flood/ Dam Failure Hazard Information and Background.....	3-70
3.10.2	Flood/ Dam Failure History	3-72
3.10.3	Flood/ Dam Failure Probability, Frequency, and Magnitude.....	3-78
3.11	Drought Hazard Profile.....	3-80
3.11.1	Drought Hazard Information and Background.....	3-80
3.11.2	Drought History.....	3-82
3.11.3	Drought Probability, Frequency, and Magnitude	3-83
3.12	Climate Change	3-85
3.13	Asset Inventory.....	3-87
3.14	Loss Estimates	3-93

CHAPTER 4: MITIGATION STRATEGIES

4.1	Mitigation Goals and Objectives.....	4-1
4.2	Identification of Mitigation Recommendations.....	4-2
4.3	National Flood Insurance Program Compliance.....	4-7
4.4	Prioritization of Mitigation Recommendations	4-8
4.5	Implementation Strategy	4-14

CHAPTER 5: PLAN MAINTENANCE

5.1	Mitigation Progress Monitoring	5-1
5.2	Planning Mechanisms	5-2
	5.2.1 Process to Incorporate the Mitigation Strategy into Other Planning Mechanisms	5-2
	5.2.2 Available Planning Mechanisms to Incorporate Mitigation Requirements.....	5-9
5.3	Periodic Assessment Requirements	5-10
5.4	Update Requirements.....	5-11
	5.4.1 Plan Update.....	5-12
	5.4.2 Continued Public Involvement	5-12

APPENDICES

Appendix A: Glossary and HAZUS Models

Appendix B: Regulations

Appendix C: Hazard Analysis

Appendix D: Public Participation & Planning Process Documentation

Table of Contents

ES.1	Plan Requirements and Objectives	ES-1
ES.2	Mitigation Definition	ES-4
ES.3	Planning Process Summary	ES-5
ES.4	Hazard Analysis	ES-6
ES.5	Mitigation Strategies and Implementation Plan.....	ES-8
ES.6	Monitoring, Evaluating, and Updating the Plan.....	ES-13

List of Tables

Table ES.1: City of Gardena Hazard Ranking Summary	ES-6
Table ES.2: Loss Estimate Summary	ES-7
Table ES.3: Mitigation Action Summary	ES-10

ES.1 Plan Requirements and Objectives

The City of Gardena Hazard Mitigation Plan is a living document that reflects ongoing hazard mitigation activities. Hazard mitigation involves strategies to reduce short- and long-term vulnerability to identified hazards. This document serves as the framework for the ongoing identification and implementation of hazard mitigation strategies developed in the City.

Background Information

In 2000, the United States Congress determined that disasters and, more importantly, lack of preparedness for disasters, were significant causes of loss of life, human suffering, loss of income, and property loss and damage. Furthermore, because disasters often disrupt the normal functioning of governments and communities and adversely affect individuals and families with great severity, special measures designed to assist the efforts of the affected States in expediting the rendering of aid, assistance, and emergency services, and the reconstruction and rehabilitation of devastated areas, were necessary. As a result, Congress passed the Disaster Mitigation Act of 2000 (DMA 2000), or Public Law 106-390, to amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act. This provides an opportunity for States, Tribal governments, and local jurisdictions to apply for assistance from the Federal government in carrying out their responsibilities to alleviate the suffering and damage which results from such disasters by:

- a. revising and broadening the scope of existing disaster relief programs;
- b. encouraging the development of comprehensive disaster preparedness and assistance plans, programs, capabilities, and organizations by the States and by local governments;
- c. achieving greater coordination and responsiveness of disaster preparedness and relief programs;
- d. encouraging individuals, States, and local governments to protect themselves by obtaining insurance coverage to supplement or replace governmental assistance;
- e. encouraging hazard mitigation measures to reduce losses from disasters, including development of land use and construction regulations; and
- f. providing Federal assistance programs for both public and private losses sustained in disasters.

DMA 2000 allows State, Tribal, and local jurisdictions to obtain Federal assistance through pre-disaster hazard mitigation planning. As part of the requirements for receiving Federal grants for improving a locality's resistance to disasters, each locality must determine their existing vulnerabilities and develop a plan to reduce or eliminate these vulnerabilities and must have this plan approved by the appropriate State officials. Upon approval of this plan, each locality is eligible to receive various types of disaster-related assistance through FEMA's Hazard Mitigation Assistance (HMA) Program. This includes the Pre-Disaster Mitigation (PDM) program and Hazard Mitigation Grant Program (HMGP) which releases grant funds before and after a hazard event as well as the Flood Mitigation Assistance Grant (FMA) Program which appropriates funds for projects and planning that will reduce long-term risk of flood damage to structures insured under the National Flood Insurance Program (NFIP).

The PDM program provides funds for hazard mitigation planning and the implementation of mitigation actions prior to a disaster event. These grants are funded and approved through the Federal Emergency Management Agency (FEMA) on a competitive basis. The HMGP provides grants to implement long-term hazard mitigation measures after a major disaster declaration. These grants are funded by FEMA but are distributed by the State. In California, that agency is the Governor's Office of Emergency Services (Cal OES).

FEMA has developed guidance to assist communities in developing both the vulnerability assessments and plans to reduce or eliminate their vulnerabilities to disasters. These tools, coupled with techniques from the safety and security industries were used to develop the City's Hazard Mitigation Plan. Additional information regarding the HMGP and PDM programs can be found in FEMA's "Hazard Mitigation Assistance Unified Guidance" document, located in FEMA's Hazard Mitigation Assistance portal (<http://www.fema.gov/hazard-mitigation-assistance>). Additional information including guidance and regulations can be found at the Cal OES's Local Hazard Mitigation Planning Program portal (http://hazardmitigation.calema.ca.gov/plan/local_hazard_mitigation_plan_lhmp).

In order to be eligible for certain Federal disaster assistance and mitigation funding, the City of Gardena is required to have a Cal OES- and FEMA-approved Hazard Mitigation Plan in place. As a result, the City obtained grant funding to update this document to fulfill Cal OES and FEMA requirements and provide direction and guidance on implementing hazard mitigation actions on a hazard-level, probability, and cost-priority basis. The overall goal of the Hazard Mitigation Plan is to reduce the potential for damage to critical assets from natural and man-made hazards. In addition, the plan describes past and current

hazard mitigation activities and philosophies and outlines future mitigation goals and strategies.

FEMA Requirements

FEMA requires that the Hazard Mitigation Plan meet certain requirements. First, the planning process must be open and public, and must allow the public to have an opportunity to comment during the drafting stage and prior to plan approval. Second, the process must allow other local jurisdictions to be involved in the planning process. Third, the Plan must incorporate, if appropriate, existing plans, studies, reports, and technical information.

FEMA expects that each Hazard Mitigation Plan have the following information:

1. Documentation of the ***planning process*** used to develop the plan
2. A ***risk assessment*** that provides a factual basis for upgrades and recommendations
3. A ***description of the natural hazards*** that can affect the jurisdiction
4. A ***description of the jurisdiction's vulnerability*** to these hazards
5. A ***description of land usage***, and an ***estimate of losses*** should a disaster occur
6. A ***mitigation strategy***
7. A plan ***maintenance process***
8. ***Documentation*** that the plan has been adopted by the jurisdiction's governing body
9. ***Review*** by the State Hazard Mitigation Officer

ES.2 Mitigation Definition

Mitigation is the ongoing effort to prevent or lessen future emergency or disaster incidents, and the impacts they might have on people, property, and the environment. Examples of mitigation activities include the following:

- Legislation, laws, and regulations;
- Variances;
- Zoning and land use management;
- Engineering and building codes;
- Hazard mitigation plans & teams;
- Technical guidance & assistance;
- Financial assistance;
- Hazard Identification;
- Risk Analysis;
- Evaluation;
- Research; and
- Education.

Mitigation decreases the demand for emergency response resources, reduces the principal causes of injuries and deaths, enables a quicker lifesaving response and economic recovery because the community infrastructure remains intact, and reduces the societal impacts of the emergency because it results in less disruption to the social environment. In essence, mitigation is the foundation of sustainable community development.

ES.3 Planning Process Summary

Hazard mitigation planning is a dynamic process built on realistic assessments of past and present information that enables the City to anticipate future hazards and provide mitigation strategies to address possible impacts and identified needs. The overall approach to the Hazard Mitigation Plan included developing a baseline understanding of natural and man-made hazards, determining ways to reduce those risks, and prioritizing mitigation recommendations for implementation.

To complete these objectives, the City of Gardena compiled a qualified team with various expertise, including risk management, public safety and health, engineering and public works, water infrastructure, and emergency response agencies to participate on a Steering Committee to guide the development of the City's comprehensive Hazard Mitigation Plan. In addition, the Steering Committee solicited public involvement throughout the planning process, including the release of a public survey through the City's website and social media outlets, allowing the public to comment during the drafting stage, and making the draft Plan available to allow the public to comment on its content. Chapter 1: Planning Process contains descriptions of the Planning process, including information on the Steering Committee and public involvement.

ES.4 Hazard Analysis

The City of Gardena is vulnerable to a wide range of natural and man-made hazards that threaten life and property. In order to identify the hazards that the City and neighboring communities perceive as the largest threat, each member of the Steering Committee participated in the Hazard Identification Workshop during the first Steering Committee Meeting. The Steering Committee brainstormed potential hazards based on past incidents that have impacted the City and information incorporated from other studies. (Incorporated Plans and studies are described in Section 1.3 “Review and Incorporation of Existing Plans”). Each identified hazard was then qualitatively ranked based upon hazard probability/frequency, consequence/severity, and the City’s overall vulnerability using an interactive model. Section 3.2 Hazard Identification contains detailed information regarding the hazard ranking. Table ES.1 provides a summary of the hazard ranking.

Table ES.1: City of Gardena Hazard Ranking Summary

Hazard Rank
High
Moderately High
Earthquake
Hazardous Material Release
Moderate
Pipeline Failure
Windstorm
Moderately Low
Disease Outbreak
Urban Fire
Adversarial Events
Flood
Low
Drought

Asset Inventory and Loss Estimates

In addition to the hazard profiles, the Risk Assessment contains a detailed asset inventory that lists the City's assets, such as buildings, parks, public facilities, and critical non-City assets, such as hospitals and schools. This asset inventory was used in the vulnerability assessment to estimate potential losses for each hazard. The Steering Committee reviewed each hazard and assigned a potential percentage of damage expected. This also included loss of function values for lifeline and emergency service interruptions. Section 3.17 Loss Estimates, includes a detailed breakdown of the vulnerability assessment calculations.

Table ES.2: Loss Estimate Summary

Hazard	Estimated Losses
Earthquake	\$19,218,000
Hazardous Material Release	\$3,057,000
Pipeline Failure	\$3,502,000
Windstorm	\$1,560,000
Disease Outbreak	\$77,000
Urban Fire	\$3,898,000
Adversarial Events	\$293,000
Flood	\$340,000
Drought	\$8,422,000

Note: A total value is not included since it is not expected for all hazards to occur simultaneously. Loss estimate values were determined through an in-person exercise. Supporting data can be found in Section 3.13 "Loss Estimates"

ES.5 Mitigation Strategies and Implementation Plan

Plan Goals and Objectives

As part of the development process, Plan goals and objectives were revalidated to provide a framework for mitigating hazards and proposing potential mitigation actions. The goals are consistent with the California State Hazard Mitigation Plan and the Los Angeles County Hazard Mitigation Plan and were developed by the Steering Committee. The City's overall Plan goals are to:

1. Protect Life, Property, and Commerce
2. Promote Public Awareness
3. Protect the Environment
4. Develop and Expand Partnerships and Implementation
5. Enhance Emergency Services Capabilities

In addition to the overall Plan goals, individual objectives were developed that more specifically address mitigation strategies. Section 4.1 Mitigation Goals and Objectives contains the full list of the Plan goals and objectives.

Mitigation Strategies

Mitigation strategies are administrative and/or engineering project recommendations to reduce the vulnerability to the identified hazards. The Steering Committee identified specific mitigation actions to reduce the impact or likelihood of the hazards. The specific objectives served as a starting point for developing the mitigation actions, and additional actions were taken from the Safety Element of the City's General Plan.

Implementation Plan

Following the identification of mitigation actions, a simplified Benefit-Cost Review was applied in order to prioritize the mitigation actions for implementation. The priority for implementing mitigation actions depended upon the overall cost effectiveness of the action, when taking into account monetary and non-monetary costs and benefits associated with each action. Additionally, the following questions were considered when developing the Benefit-Cost Review:

- How many people will benefit from the action?
- How large of an area is impacted?
- How critical are the facilities that benefit from the action?

- Environmentally, does it make sense to do this project for the overall community?

The Benefit-Cost Review yielded a relative priority ranking (High, Medium, or Low) for each mitigation action. Each ranking was defined as follows.

- High: Benefits are perceived to exceed costs without further study or evaluations; or the action is critical.
- Medium: Benefits are perceived to exceed costs but may require further study or evaluation prior to implementation.
- Low: Benefits and costs require evaluation prior to implementation.

Mitigation actions identified as high priority are typically implemented before lower ranked actions. Results from the Benefit-Cost Review are located in Chapter 4.4 Prioritization of Mitigation Recommendations. The Steering Committee considered responsible departments, funding resources, and estimated implementation timeframe when developing the implementation plan.

Chapter 4 Mitigation Strategies contains additional information regarding the mitigation strategies and implementation plan. Table ES.3 on the following pages provides a summary of each mitigation action, including the hazard(s) mitigated, responsible agency/department, and relative priority rank taken from the Benefit-Cost Review.

Table ES.3: Mitigation Action Summary

Action ID	Mitigation Action	Hazards Mitigated	Responsible Agency/Dept.	Priority
2022.HMP.01	Consider purchasing mobile generators to generate backup power in the event of an emergency.	All	Public Works	High
2022.HMP.02	Consider posting the hazard mitigation plan on the City website to provide awareness for natural hazards.	All	Public Works	High
2022.HMP.03	Consider developing and distributing public education materials for natural hazards.	All	Public Works	Medium
2022.HMP.04	Consider outfitting the Nakaoka Center for use as a dedicated alternate EOC location.	Multi-Hazard	Police Department	Medium
2022.HMP.05	Continue to ensure that new buildings comply with CBC seismic requirements.	Earthquake	Community Development	High
2022.HMP.06	Consider reviewing existing City facilities for potential seismic vulnerabilities and implement mitigation projects accordingly.	Earthquake	Community Development /Public Works	Medium
2022.HMP.07	Provide updated information to the public on the impacts of a release from the Torrance Refinery including first response actions (Shelter-in-Place, PPE, etc.) and community resources for relief.	Hazardous Material Release	Police, Fire, and Public Works	Medium
2022.HMP.08	Continue to coordinate with pipeline owners throughout the City including So Cal Gas, Chevron, Golden State Water, So Cal Edison, ATT, and MCI to minimize potential damage to facilities during construction activities.	Pipeline Failure	Public Works Inspector	Medium

Action ID	Mitigation Action	Hazards Mitigated	Responsible Agency/Dept.	Priority
2022.HMP.09	Expand the ongoing implementation of tree trimming throughout the City.	Windstorm	Public Works	High
2022.HMP.10	Consider emergency backup power for critical City facilities. (Battery back-up system)	Windstorm	Public Works	High
2022.HMP.11	Expand community outreach with regard to protective measures and resources to deal with disease outbreak situations. Provide the information in Spanish and English to ensure all members of the community have access to information.	Disease Outbreak	Human Services	Medium
2022.HMP.12	Work with Golden State Water to improve water lines throughout the City to increase flow rates and water pressures to support fire suppression capabilities	Urban Fire	Public Works	Medium
2022.HMP.13	Expand active-shooter classes to be made available for the community.	Adversarial Events	Police Department	High
2022.HMP.14	Update plan check review policies to include language to consider the structure defensibility for permitting.	Adversarial Events	Community Development/ Fire Department/ Police Department	Medium
2022.HMP.15	Ensure flood mitigation remains a priority.	Flood	Public Works	Low
2022.HMP.16	Determine ways to utilize reclaimed water for landscaping throughout the City and implement capital projects accordingly.	Drought	Public Works	Medium
2022.HMP.17	Assist Golden State Water to implement State-mandated water restrictions throughout the City.	Drought	Community Development (Code Enforcement)/ Public Works	High

Action ID	Mitigation Action	Hazards Mitigated	Responsible Agency/Dept.	Priority
2022.HMP.18	Supplement Golden State Water outreach by providing additional information to the community on water-wise landscaping	Drought	Community Development	Low
2022.HMP.19	Continue to coordinate with agencies to implement water use restrictions and projects during periods of drought and water emergencies.	Drought	Public Works	Low

ES.6 Monitoring, Evaluating, and Updating the Plan

The Hazard Mitigation Plan is a living document that reflects ongoing hazard mitigation activities and requires monitoring, evaluating, and updating to ensure the mitigation actions are implemented. To facilitate the Hazard Mitigation Planning process and adhere to regulatory requirements, the Plan will be reviewed annually, and any major revisions will be incorporated into the five-year update. In addition, public involvement will be requested when applicable. Chapter 5: Plan Maintenance outlines the update requirements and planning mechanisms the City has in place for ongoing hazard mitigation.

1 PLANNING PROCESS

Table of Contents

1.1	Narrative Description of the Planning Process	1-1
1.2	Steering Committee & Public Involvement	1-6
1.2.1	Steering Committee Participant Solicitation	1-6
1.2.2	Steering Committee Participants	1-7
1.2.3	Steering Committee Meeting Descriptions	1-8
1.2.4	Public Meetings & Outreach	1-12
1.3	Review and Incorporation of Existing Plans.....	1-14

List of Tables

Table 1.1: Steering Committee Participants.....	1-7
---	-----

1.1 Narrative Description of the Planning Process

§201.6(b): In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process **shall** include:

- (1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;
- (2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and non-profit interests to be involved in the planning process; and
- (3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

§201.6(c)(1): [The plan **shall** document] the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

Hazard mitigation planning is a dynamic process built on realistic assessments of past and present information that engages the City of Gardena (City) to anticipate future hazards and provide meaningful strategies to address possible impacts and identified needs. The hazard mitigation planning process involves the following tasks.



- Organizing resources
- Assessing risks
- Developing mitigation strategies, goals, and priorities
- Adopting a plan
- Implementing the plan
- Monitoring progress
- Revising the plan as necessary

The overall approach to updating the Hazard Mitigation Plan included building off the baseline understanding of the natural hazards as defined in the 2013 Multi-Jurisdictional Hazard Mitigation Plan, determining ways to focus solely on those risks which impact the City, continue reducing those risks, and prioritizing those recommendations for

implementation. The following task descriptions provide a detailed narrative of the overall project progression.

Organize Resources

Identify Stakeholders and Compile Steering Committee

Hong Lee, Public Works Program Coordinator for the City, invited and coordinated participation for a Steering Committee from the appropriate law enforcement, emergency response, academic, health organizations, local businesses, City personnel, and local government representatives. The Steering Committee was responsible for providing essential insight into the past hazard events, current hazard vulnerability (including specific locations), critical assets, and possible mitigation projects. The following groups were invited via email to participate in the plan development:

- City Key Personnel (Police Department, Community Development, Public Works)
- City of Hawthorne Director of Planning
- Los Angeles County Fire Department
- County of Los Angeles Office of Emergency Management
- City Residents (CERT, Emergency Manager for CCALAC)

Public Process

The Disaster Mitigation Act of 2000 requires an “Open and Public Process” for developing the Hazard Mitigation Plan. This process requires, at a minimum, that the public be allowed to comment on the Hazard Mitigation Plan during the drafting phase and prior to adoption. To meet this requirement, the City published a public survey to allow for the public comment during the drafting stage of the Hazard Mitigation Plan prior to submittal of the Hazard Mitigation Plan for FEMA review. The public survey was advertised on social media and on the City’s website. Documentation of public outreach is provided in Appendix D.

Identify Hazards

This task was designed to identify all the natural and man-made hazards that *might* affect the City and then narrow the list to the hazards that are most likely to occur. The hazards included natural, technical, and human-caused events, with an emphasis on the effect of disasters on the City's critical facilities. In order to compile the list, the Project Team built upon the list of hazards identified in the 2013 Multi- Jurisdictional Hazard Mitigation Plan, determined which hazards were specific to the City, and then continued to research newspapers, historical records, and websites to determine any additional hazards. In addition, the Steering Committee reviewed a list of hazards that have affected the City in the past with specific information regarding frequency, magnitude, and associated consequences. A Hazard Identification exercise was conducted during the first Steering Committee Meeting to identify and evaluate each selected hazard. The following hazards were included in the Hazard Mitigation Plan:

- Earthquake,
- Urban Fire,
- Disease Outbreak,
- Windstorm,
- Transportation Accident/Incident,
- Adversarial Events,
- Flood/ Dam Failure,
- Pipeline Failure/ Hazardous Materials Release, and
- Drought

This list is not all-inclusive of the hazards discussed during the Hazard Identification exercise. Hazards not thought to pose significant risk to the City were not included. In addition, some items were captured as sub-items of the hazards listed above. For example, climate change is discussed with hazards where the impact of changes in weather patterns could act as a catalyst for those scenarios.

Profile Hazard Events

The hazard profiles consist of either a map indicating the area impacted by each hazard or an important piece of data regarding the characteristics of hazard events within the City and surrounding area. To update the detailed hazard profiles, the Project Team researched and reviewed relevant open-source natural hazard studies and mapping projects. In addition, the City supplied any hazard studies that have been developed specifically for the City. This task determined the hazard magnitude, frequency, and location characteristics (e.g., predicted ground acceleration values, fault locations, flood plains, etc.) that were used as the design-basis for the loss estimates and hazard ranking.

Asset Inventory

The purpose of this task was to determine the quantity of City facilities and assets that lie in the different hazard areas and what proportion of the City this represents. The asset inventory was compiled with data provided by the City. The completed asset inventory enables the Planning Team to estimate losses resulting from hazard events and to determine where resources should be allocated to address mitigation issues.

Loss Estimates

The Project Team developed loss assessment tables for each specific hazard that identify potential damages within the City, critical infrastructure, and buildings. This task was critical in determining which assets are subject to the greatest potential damages and which hazard event is likely to produce the greatest potential losses. The conclusion of this task precipitated a comprehensive loss estimate (vulnerability assessment) for each identified hazard for each specific asset in terms of damages, economic loss, and the associated consequences.

Mitigation Strategy Development

Development of Mitigation Goals and Objectives

The Project Team, based upon information provided by the Steering Committee, discussed the mitigation features and resources that the City currently has in place. These mitigation features provided a framework to determine where practical improvements could be made and where sufficient improvements would be prohibitive due to cost, schedule, or impracticality of implementation.

For each of the hazard events, mitigation goals and objectives were developed with the intention of reducing or eliminating the potential hazard impacts. The mitigation goals and

objectives were developed at a Steering Committee Meeting to provide the basis for determining the associated mitigation projects.

Identify and Prioritize Mitigation Actions

Mitigation strategies are administrative and/or engineering project recommendations to reduce the vulnerability to the identified hazards. It was imperative to have City Planners and community developers involved in this phase of the Plan in order to develop strategies and projects that will mitigate the hazards cost-effectively, as well as ensure consistency with the City's long-term mitigation goals and capital improvements. At a Steering Committee Meeting, a team-based approach was used to brainstorm mitigation projects based on the identified hazards and associated loss estimates. The evaluation and prioritization of the mitigation actions produced a list of recommended mitigation actions to incorporate into the Hazard Mitigation Plan. A separate Steering Committee meeting was held to conduct a Benefit-Cost Review for each proposed mitigation action to determine the relative priority level of the recommendation.

Implementation & Monitoring

Preparation of Implementation Strategy

The Project Team developed an action plan to detail how the mitigation recommendations will be prioritized, implemented, and administered by the City. During the Hazard Mitigation Plan creation process, the Project Team coordinated with the Steering Committee to determine the mitigation project implementation strategy (including identifying responsible departments, funding resources, and estimated implementation timeframe).

1.2 Steering Committee & Public Involvement

While the City and Risk Management Professionals, a consultant hired by the city to assist with the planning effort, had lead responsibility for the update of the City's Hazard Mitigation Plan, neighboring communities, agencies, businesses, and other interested parties were invited to participate on the Steering Committee to review the Hazard Mitigation Plan during each phase of the document development. In order to compile a list of Steering Committee participants, the Project

Team assessed community support through active community leaders, built a planning Team, and engaged the public participants during the Project Initiation and Hazard Identification meeting. Each member of the Steering Committee had the opportunity to participate in all aspects of the planning process.



§201.6(b): In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process **shall** include:

- (1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;
- (2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and non-profit interests to be involved in the planning process; and

§201.6(c)(1): [The plan **shall** document] the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

1.2.1 Steering Committee Participant Solicitation

The City solicited participation in the Hazard Mitigation Plan Steering Committee by contacting both internal and external stakeholders. Internal stakeholders included members of the various City departments. External stakeholders were comprised of representatives from local agencies and neighboring communities, including the Los

Angeles County Fire and County of Los Angeles Office of Emergency Management and the public.

1.2.2 Steering Committee Participants

The City brought together personnel from Public Works, Community Development, and the Police Department to ensure the Steering Committee included a variety of departments and provided a mechanism for receiving input from each participant. Additionally, the City compiled historical hazard data, provided relevant planning documents for incorporation into the Hazard Mitigation Plan, and coordinated participation with the public. Each draft chapter was reviewed by the Steering Committee and specific comments and input were incorporated into the plan. The multidisciplinary Steering Committee enabled the City to work together and incorporate each individual's expertise to provide for a comprehensive Hazard Mitigation Plan.

The Hazard Mitigation Plan was developed with assistance and advice from participants from the City and several neighboring agencies. Table 1.1 provides a list of the Steering Committee participants.

Table 1.1: Steering Committee Participants

Name	Affiliation	Title
Vicente Osorio	City of Gardena Police Department	Captain of Operations
Tim Tran	City of Gardena Police Department	Emergency Operations Center Coordinator
Amanda Acuna	City of Gardena Community Development	Planning Assistant
Allan Rigg	City of Gardena Public Works	Director of Public Works
Hong Lee	City of Gardena Public Works	Program Coordinator
Kevin Kwak	City of Gardena Public Works	Principal Civil Engineer
Kevin Thomas	City of Gardena Public Works	Superintendent
Gregg McCain	City of Hawthorne	Director of Planning
William Gamble	Los Angeles County Fire Department	Chief

Name	Affiliation	Title
Brian Bennett	Los Angeles County Fire Department	Chief
Bryan La Sota	County of LA Office of Emergency Management	Emergency Services Specialist
Margie Hoyt	Resident/CERT/TRAA	Resident
Brenda Rodriguez	Resident/CCALAC	Emergency Manager
Ryan Bray	Risk Management Professionals	Senior Technical Consultant

The Steering Committee met five times during the course of the project to discuss project progress and obtain valuable input and information for documenting the Hazard Mitigation Plan. The meetings are detailed over the subsequent pages. Appendix D – Public Participation contains copies of the presentations used at each meeting and specific meeting handout.

1.2.3 Steering Committee Meeting Descriptions

Steering Committee Meeting #1 – Project Initiation, Hazard Identification, and Information Collection

Date: February 8, 2022

During the Project Initiation, Hazard Identification, and Information Collection Meeting, Risk Management Professionals presented an overview presentation that detailed the objectives and scope of the project. After a review of the project schedule and key tasks, the Steering Committee participants' areas of expertise, resultant member responsibilities, and the community meeting process was discussed.

The Steering Committee Meeting also served as a mechanism to determine the hazards to profile in detail. To

HAZARD IDENTIFICATION AND RISK RANKING			
	Hazard Rank Factors	Hazard Factor Description	Rank
Earthquake	Probability/Frequency	Probability/Frequency	0
	Consequence/Severity	Consequence/Severity	0
	Vulnerability	Impossible event - not applicable due to geographic location characteristics	0
	Risk Rank	Rare event - occurs less than once every 50 years	0
	Comments	Infrequent event - occurs between once every 5 years and once every 50 years (inclusive)	0
Wildfire	Probability/Frequency	Regular event - occurs between once a year and once every 7 years	0
	Consequence/Severity	Frequent event - occurs more than once a year	0
	Vulnerability	Not a Hazard	0
	Risk Rank	Not a Hazard	0
	Comments	Not a Hazard	0
Flood	Probability/Frequency	Not a Hazard	0
	Consequence/Severity	Not a Hazard	0
	Vulnerability	Not a Hazard	0
	Risk Rank	Not a Hazard	0
	Comments	Not a Hazard	0

effectively characterize the City's risk and vulnerability, Risk Management Professionals facilitated a discussion of the historical hazards with the Steering Committee members during this meeting. This meeting also served as a forum to discuss information for the background information and asset inventory.

The Steering Committee determined the initial hazard profile ranking through a facilitated exercise using an automated interactive spreadsheet that asked specific questions on potential hazards and then assigned a relative value to each potential hazard, accordingly, including numerical rankings (1-5) of the following criteria:

- **Consequence/Severity** – How widespread is the impact area?
- **Secondary Effects** – Could the event trigger another event and separate response?
- **Probability/Frequency** – Historical view of how often this type of event occurs locally and projected recurrence intervals.
- **Warning/Onset** – Advance warning of the event, or none.
- **Duration** – Length of elapsed time where response resources are active.
- **Recovery** – Length of time until lives and property return to normal.

Chapter 3: Risk Assessment outlines the methodology used for hazard rankings. Additionally, all Steering Committee participants were requested to provide existing plans and technical studies, GIS data, and identify existing mitigation features as part of a detailed information request.

Steering Committee Meeting #2 – Hazard Risk Rank Review, Mitigation Goals and Objectives

Date: March 14, 2022

The hazard risk ranking from Steering Committee Meeting #1 was reviewed, updated, and validated with the Steering Committee with a review of the hazard profiles. Additionally, the Plan's mitigation goals and objectives were updated with the intention of reducing or eliminating the potential hazard impacts, which also provided the basis for determining the associated mitigation projects. The Steering Committee reviewed the goals and objects from the City's 2013 Multi-Jurisdictional Hazard Mitigation Plan, the 2018 California State Multi-Hazard Mitigation Plan, and the 2019 Los Angeles County Hazard Mitigation Plan as a baseline for determining the City's current mitigation goals and objectives.

Steering Committee Meeting #3 – Asset Inventory and Vulnerability Assessment

Date: April 12, 2022

The asset inventory was developed to determine the quantity of buildings, facilities, and other assets in the City that lie in the different hazard areas and what proportion of the City this represents. The asset inventory included locations and specifications for general buildings: city well sites, civic buildings, parks, hospitals, schools, and other facilities. The asset inventory was reviewed with the Steering Committee for completeness and assignments were given to those who could retrieve missing information.

City of Gardena Vulnerability Assessment Calculations				Earthquake		Urban Fire	
Type	Name	Address	TOTAL	% Damage	Loss Estimate	% Damage	Loss Estimate
Police Station	Gardena Police Department	1718 West 162nd St Gardena, CA 90247	\$4,763,500.00	50%	\$2,381,750.00	10%	\$476,350.00
Fire Station	Fire Station #158- Headquarters	1650 W 162nd St Gardena, CA 90249	\$2,110,600.00	30%	\$633,180.00	1%	\$21,106.00
Fire Station	Fire Station #159	2030 W 135th St Gardena, CA 90249	\$5,110,600.00	30%	\$1,533,180.00	1%	\$51,106.00
Library	Gardena Mayme Dear Library	1731 W. Gardena Blvd Gardena, CA 90247	\$311,820.00	30%	\$93,546.00	25%	\$77,955.00
Public Buildings	City Hall	1700 West 162nd St Gardena, CA 90247	\$1,444,800.00	30%	\$433,440.00	1%	\$14,448.00
Public Buildings	Public Works Department	1717 West 162nd St Gardena, CA 90247	\$1,444,800.00	10%	\$144,480.00	20%	\$288,960.00
Public Buildings	Human Services Division	1651 West 162nd St Gardena, CA 90247	\$1,083,600.00	50%	\$541,800.00	1%	\$10,836.00
Public Buildings	Nakaka Community Center	1670 West 162nd St Gardena, CA 90247	\$1,444,800.00	25%	\$361,200.00	1%	\$14,448.00
Public Buildings	Transportation Department	13999 South Western Ave Gardena, CA 90249	\$5,647,000.00	10%	\$564,700.00	20%	\$1,129,400.00
Public Buildings	Parking Structure	1045 Redondo Beach Blvd	\$730,380.00	40%	\$292,152.00	1%	\$7,303.80
Public Buildings	Bell Park	14708 South Halldale Ave Gardena, CA 90247	\$180,600.00	10%	\$18,060.00	1%	\$1,806.00
Public Buildings	Freeman Park	2100 West 154th Pl Gardena, CA 90249	\$180,600.00	10%	\$18,060.00	1%	\$1,806.00
Public Buildings	Mes Fukai Park	15800 South Brighton Ave Gardena, CA 90247	\$180,600.00	10%	\$18,060.00	1%	\$1,806.00
Public Buildings	Thornburg Park	2320 West 149th St Gardena, CA 90249	\$180,600.00	10%	\$18,060.00	1%	\$1,806.00
Public Buildings*	TBD - Community Center	2501 W Rosecrans Ave Gardena, CA 90249	\$6,822,000.00	30%	\$2,046,600.00	1%	\$68,220.00
Public Buildings	Rowley Park & Gymnasium	13220 South Van Ness Ave Gardena, CA 90249	\$794,640.00	10%	\$79,464.00	1%	\$7,946.40
Public Buildings	Arthur Lee Johns on Memorial Park	1200 West 170th St Gardena, CA 90247	\$361,200.00	10%	\$36,120.00	1%	\$3,612.00
Public Buildings	Army National Guard Property	Adjacent to Old Transit Station	\$903,000.00	30%	\$270,900.00	20%	\$180,600.00
Wastewater	Sewer Lift Station	178th St and Western Ave	\$300,000.00	10%	\$30,000.00	1%	\$3,000.00
Fire Service			\$781,730.00	10%	\$78,173.00	100%	\$781,730.00
Police Service			\$332,270.00	10%	\$33,227.00	100%	\$332,270.00

The asset inventory was then used to develop loss estimates for all hazard scenarios. The hazard probabilities and recurrence intervals were applied to the City assets to determine which assets were subject to the greatest potential damages and which hazard events were likely to produce the greatest potential losses.

Additionally, each Steering Committee participant was given a Mitigation Activity Identification worksheet to document potential projects to be discussed during Steering Committee Meeting #4.

Steering Committee Meeting #4 – Mitigation Action Identification

Date: May 10, 2022

The purpose of this meeting was to identify potential mitigation actions and projects that will reduce the impact of identified hazards. First, the mitigation goals and objectives from Steering Committee Meeting #2 were reviewed and validated. Then, during the meeting, the Steering Committee participants brainstormed possible projects and actions to mitigate the effects of the identified hazards.

As the mitigation projects were identified, the Steering Committee discussed the mitigation action implementation plan according to the following characteristics:

- Mitigation Action Category – Prevention, Property Protection, Public Education and Awareness, Natural Resource Protection, Emergency Services, and Structural Projects
- Corresponding Goals and Objectives
- Responsible Department – Building and Safety, Engineering, Administration, Community Development, Public Works, etc.
- Resources – General Fund, Grant Programs, Staff Time, Capital Improvements, etc.
- Implementation Timeframe – Ongoing, Short-Term (within two years), Medium-term (between three and ten years), and Long-Term (greater than ten years)
- Whether or not the project protects new or future buildings

Steering Committee Meeting #5 – Mitigation Action Benefit-Cost Review

Date: June 21, 2022

During the fifth Steering Committee Meeting, the identified mitigation actions from Steering Committee Meeting #4 were reviewed and validated with the Steering Committee. The Steering Committee then performed a high-level Benefit-Cost Review on each of the identified mitigation actions. The review consisted of identifying all benefits and costs associated with implementing each mitigation action. Typical benefits include:

- Avoided physical damages (e.g., to buildings, infrastructure, and equipment)
- Avoided loss of function costs (e.g., loss of utilities and lifelines)
- Avoided casualties

- Avoided emergency management costs (e.g., emergency operations center costs, evacuation/rescue costs, and other management costs)

Actions	Benefits (Pros)	Costs (Cons)	Priority
Floodproof 10 businesses in the downtown area	<ul style="list-style-type: none"> - Avoidance of 1 loss of life every 20 years (casualties reduced by half) - Saving of \$90,000 in private damages and \$5,000 in public cost - Loss of use of 10 downtown businesses completely eliminated - Community's problem of business interruption solved - Federal grants like FMA and FDM can be applied for to implement the proposed floodproofing - Will help improve CRS rating in the long term (so entire community's flood insurance premium will be reduced) - More than half the members of the City Council are opposed to buy-outs; it might be easier to get their support for an alternative to buy-outs 	<ul style="list-style-type: none"> - Floodproofing cost = \$10,000 X 10 = \$100,000 - Need at least 3 people to administer (after obtaining technical assistance from the State) - Need a year to implement 	High (Priority no. 1)
Build safe rooms for a neighborhood of 50 homes without basements	<ul style="list-style-type: none"> - Avoidance of 5 lives lost every 20 years (casualties reduced by half) - Public and political support for mitigating this hazard exists (due to regular recurrence of tornadoes) 	<ul style="list-style-type: none"> - City will share 50% of the cost per existing home = \$2,000 X 50 = \$100,000 - Administrative cost per home = \$1,000 X 50 = \$50,000 - Need 3 years to complete - Tornadoes are unpredictable; they may never strike this exact area again 	Medium (Priority no. 2)
Broadcast educational video on local channel on hazard mitigation	<ul style="list-style-type: none"> - Local channel might be willing to broadcast free of cost - Publicity would spread awareness about mitigation methods as well as what to do in an emergency 	<ul style="list-style-type: none"> - Cost of preparing video = \$5,000 - Only 5% of population might notice the broadcast - Only 5% of that 5% might actually consider acting on individual mitigation methods 	Low (Priority no. 3)

Once the benefits and costs were estimated, a relative priority was assigned for each action based upon the evaluation. More detailed information can be found in Section 4.4 "Prioritization of Mitigation Recommendations."

1.2.4 Public Meetings & Outreach

The City actively solicited public involvement through the City website inviting the public to participate in a survey on the City's website. The survey assessed the community's level of concern with various hazards and the steps each respondent had taken to prepare for a disaster. Members of the public were also able to provide direct input for Hazard Mitigation Plan development and attend a City Council Meeting in order to review the Hazard Mitigation Plan during the drafting stage and provide comments. The Draft Hazard Mitigation Plan was provided on the City website two weeks prior to the City Council meeting to allow the public to review the document before providing comments. Additional documentation regarding public involvement is provided in Appendix D.

The public was given the opportunity to provide feedback on the Draft Plan at a City Council Meeting on May 9, 2023. Copies of the Draft Hazard Mitigation Plan were provided to interested members of the public and a presentation was prepared to provide an overview of the planning process and the results of the analyses. Additional information

on the City Council Meeting, including the attendance log and presentation, can be found in Appendix D.

1.3 Review and Incorporation of Existing Plans

§201.6(b): In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process **shall** include:

- (3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

While developing the City's Hazard Mitigation Plan, the Project Team reviewed existing plans (detailed below) and incorporated relevant information into the planning efforts.

2013 Multi-Jurisdictional Hazard Mitigation Plan

The 2013 Multi-Jurisdictional Hazard Mitigation Plan was crucial in comparing the previous mitigation ideas and attitudes to the City's current needs and concerns. The project team referred to this plan constantly throughout the updating process. The Hazard Mitigation Plan provides insight into hazard ranking, hazard history, previously proposed mitigation projects, etc.

City of Gardena General Plan

The City of Gardena General Plan 2006, including the 2022 updates to the Housing Element and Environmental Justice Element, contains guidelines and policies that serve as the City's vision for future planning and development. Mitigation projects defined in the Hazard Mitigation Plan will be required to align with the objectives outlined in the Safety Element of the General Plan. Proposed mitigation actions are found in Chapter 4 of this document.

Gardena Climate Vulnerability Assessment (2021)

The City's Climate Vulnerability Assessment provides guidance to promote effective and integrated action to prepare for climate change. The information from the Assessment was used to develop those hazard profiles which may be the result of climate change.

California State Hazard Mitigation Plan (2018)

The State Hazard Mitigation Plan was reviewed to ensure consistency between the State and City Plan, with respect to identified hazards and vulnerability, goals and objectives, and mitigation actions. The State goals served as the basis for developing the goals at the City level. City goals and objectives are outlined in Chapter 4.

County of Los Angeles 2019 All-Hazard Mitigation Plan

Los Angeles County's All-Hazard Mitigation Plan was reviewed to ensure consistency between the County and City Plan. The County Plan, updated in 2019, outlines the County's approach to hazard mitigation, focusing on natural hazards, human-caused events, and technological emergencies.

California Fire Plan

The State Board of Forestry and the California Department of Forestry and Fire Protection have developed the Fire Plan for wildland fire protection in California. The plan defines a level of service measurement, considers assets at risk, incorporates the cooperative interdependent relationships of wildland fire protection providers, provides for public stakeholder involvement, and creates a fiscal framework for policy analysis. This information was used when developing the Urban Fire hazard profile.

California Water Plan

The state updated the California Water Plan in 2018 in order to address drought hazard mitigation over the long term. This Plan outlines the state's approach to integrated water management and sustainability. This information was used when developing the drought hazard profile.

California Adaptation Planning Guide 2020

FEMA, CalOES, and the California Natural Resources Agency developed the California Adaptation Planning Guide to assist municipalities in recognizing local climate change and to provide guidance addressing potential vulnerabilities. The information was used to develop potential hazards and to provide background information that allowed the Steering Committee to make educated decisions regarding mitigation actions designed to alleviate the effects of climate change.

2 PLANNING AREA PROFILE

Table of Contents

2.1	Region Description.....	2-2
2.2	Land Use	2-4
2.3	Population.....	2-12
2.4	Demographics.....	2-12

List of Figures

Figure 2.1 : City of Gardena Overview Map	2-3
Figure 2.2 : City of Gardena Plan Land Use Map	2-8
Figure 2.3 : City of Gardena Zoning Map.....	2-9

List of Tables

Table 2.1 : City of Gardena Land Use Categories	2-7
Table 2.2 : City of Gardena Residential Capacity.....	2-10
Table 2.3 : City of Gardena Commercial, Industrial, and Public Use Capacity	2-11
Table 2.4 : City of Gardena Demographic Estimates	2-14

2.1 Region Description

The City of Gardena (City) is a municipality characterized by a combination of residential, industrial, and commercial developments. According to the City website, the City was incorporated in 1930 as a General Law City. The City is located in the southwestern part of Los Angeles County, California, about 15 miles southwest of the City of Los Angeles. The City is bordered by Athens on the north, Harbor Gateway on the east and south, Torrance on the southwest, Alondra Park on the west, and Hawthorne on the northwest. Gardena is centrally located to many of the major Los Angeles County freeways, including Interstates 105, 405, and 110, as well as California State Route 91.

The area that is now Gardena was settled by ranchers and became a local agricultural center. The name “Gardena” is reported to come from its reputation as being green year-round from the waters of the Dominguez Slough. The City’s climate is consistent with coastal southern California and is generally characterized by warm summers and cool winters. Average temperatures range from the 70’s in the summer to the 50’s in the winter. Precipitation occurs mainly in the winter months with an average annual rainfall of 14.1 inches. February is the wettest month on average with 3.5 inches of rainfall.

The City is a primarily residential city, with a mix of supporting commercial, industrial, and public development. Additionally, the City is in close proximity to Los Angeles International Airport, Long Beach Municipal Airport, the ports of Los Angeles and Long Beach, and is 6 miles east of the Pacific Ocean. The City has a total area of 5.89 square miles. The map on the following page provides an overview of the City.

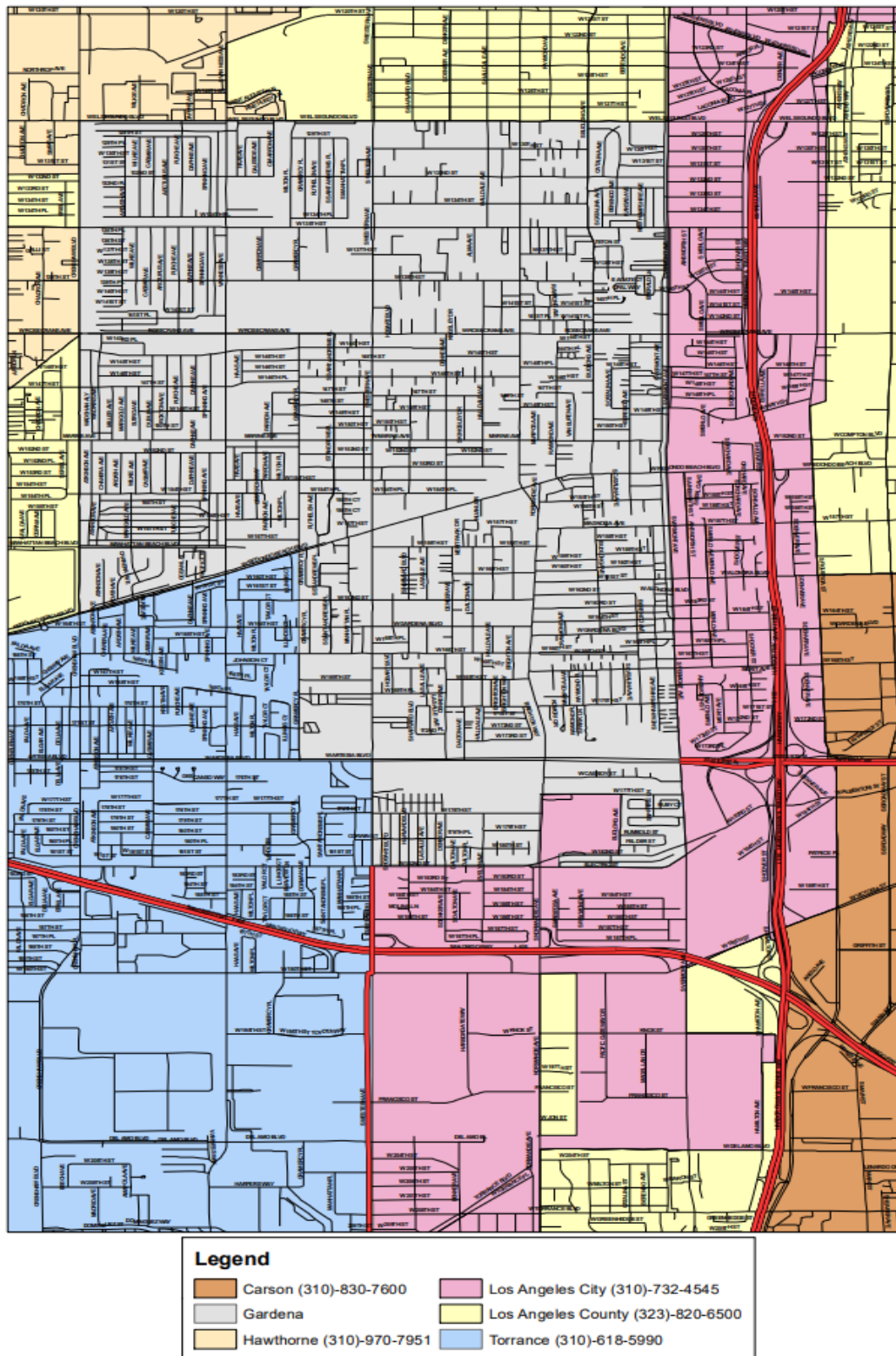


Figure 2.1 : City of Gardena Overview Map

2.2 Land Use

§201.6(c)(2)(ii)(C): [The plan **should** describe vulnerability in terms of] providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

The City of Gardena is 5.89 square miles. The following describes land use designations for Gardena. These descriptions are derived from the City of Gardena General Plan 2006 in an attempt to designate the proposed general distribution and intensity of uses of the land for housing, business, industry, open space, public facilities, and other categories of public and private uses.

Residential Land Uses

Low Density Residential

- Designation provides for the development of conventional single-family detached houses. This designation represents the largest land use in the City which is 26.5% of all land and has a maximum density of 9 units per acre.

Medium Density Residential

- Designation provides for the development of lower density multi-unit residences and higher density single-family residences such as those in specific plan areas. This designation represents 13.3% of all land and has a maximum density of 17 units per acre.

High Density Residential

- Designation provides for the development of high quality, compact, multiple-family living environment and consists of two to three story multi-unit buildings. This designation represents 5.9% of all land in the City.

Mixed-Use

- Designation provides for the co-existence of residential and commercial, office, or industrial uses in the same building or on the same lot. This area allows for a maximum density of 34 units per acre and can be found in the southern region of Gardena between 178th Street and 182nd Street.

Mixed-Use Overlay

- Designation provides for greater flexibility of development alternatives, especially attractive higher density residential development in appropriate areas that are experiencing both physical and economic blight. Residential development is only permitted with a Conditional Use Permit on selected areas designated for Commercial and Industrial Land Uses and is only allowed on project sites with a minimum of 1.5 acres.

Commercial Land Uses

Neighborhood Commercial

- Designation is intended to serve the surrounding residential neighborhood or cluster surrounding residential neighborhoods with uses such as smaller scale food markets, drug stores, restaurants, childcare centers, health clubs, and other neighborhood-oriented retail and professional uses.

General Commercial

- Designation provides for a wide range of larger scale commercial uses to serve both the needs of the City and the region. It is intended for commercial uses such as retail businesses, personal service uses, food and beverage establishments, automobile dealerships, financial institutions, professional offices, and other commercial uses oriented to the traveling public.

Industrial Land Uses

Industrial

- Designation provides for a wide variety of clean and environmentally friendly industries, technology-related uses and supporting facilities, and business parks.

Public/Institutional

- Designation provides for a wide range of public and quasi-public uses, including government offices, transportation facilities, parks, schools, public utilities, public libraries, and other public uses.

Specific Plan Areas

- Designation provides more focused guidance and regulation for particular areas. Specific plans are a useful tool to implement planning and development goals within selected areas by adopting unique standards and requirements.

As of April 2021, the City of Gardena has adopted twelve (12) Specific Plan Areas, all used for residential development:

- Emerald Square
- Redondo Village
- Gardena Village
- Cottage Place
- Normandie Estates/Normandie Courtyard
- Carnelian
- Artesia Corridor
- Normandie Place
- Ascot Village
- Platinum Row
- Western Avenue
- Gardena Transit Oriented Development

The following table provides a summary of the land use designations and applicable zoning districts for Gardena from the 2006 General Plan with an update from March 2013.

Table 2.1 : City of Gardena Land Use Categories

City Of Gardena Land Use Categories					
Land Use Designations	Description	Zoning District	Density/Intensity	Acres	Percent
Residential	Low Density	R-1	9 DUA	992.9	26.5%
	Medium Density	R-2, R-3	17 DUA	498.8	13.3%
	High Density	R-4	27 DUA	101.5	2.7%
	Mixed-Use	C-R, H-B	20 DUA	37.3	1.0%
Commercial	Neighborhood	C-2, P	0.3 FAR	34.8	0.9%
	General	C-P, C-3, C-4	0.3 FAR	419.5	11.2%
Industrial	Industrial	M-1, M-2	0.45 FAR	550.0	14.7%
Specific	Specific Plan	NA	NA	92.4	2.5%
Public	Public/Institutional	O	NA	211.7	5.6%
	Streets and Right of Ways	NA	NA	809.9	21.6%
Overlay	Mixed-Use Overlay	MUO	25 DUA 0.3 FAR	NA	NA
Total City				3,749.4	100.0%

*Note: * A Mixed Use Overlay Designation lies over 169.9 acres as follows: Low Density Residential – 3.8 of the 992.9 acres; Medium Density Residential 15 of the 505.5 acres; Neighborhood Commercial - 13.0 of the 34.8 acres; General Commercial - 115.4 of the 419.5 acres; and Industrial – 22.7 of the 550 acres.*

The maps on the following pages illustrate Gardena's land use and zoning designations, respectfully, and were extracted from the 2006 revision of the Gardena General Plan with the 2021 General Plan Land Use map used along with the 2020 Zoning map referenced below.

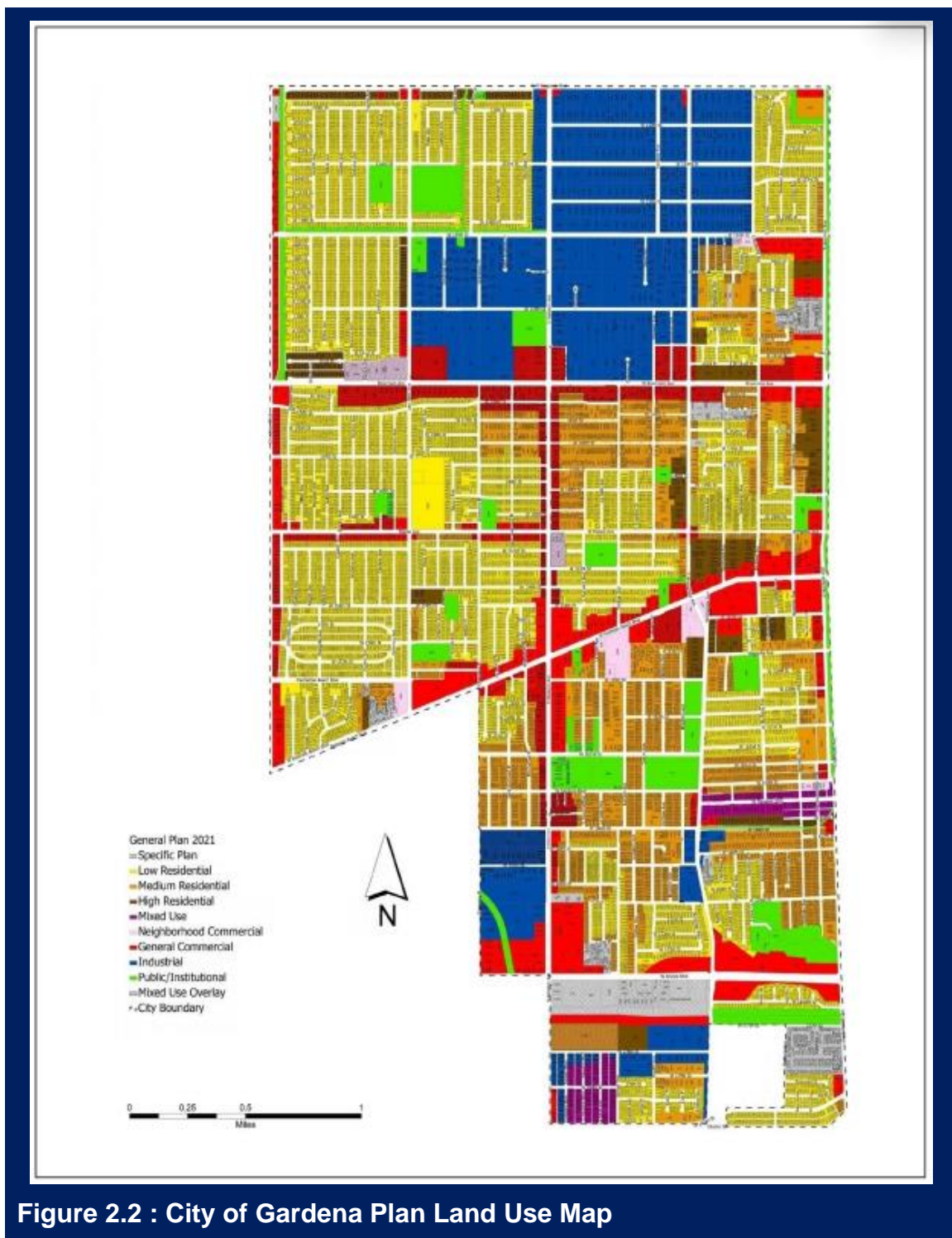


Figure 2.2 : City of Gardena Plan Land Use Map

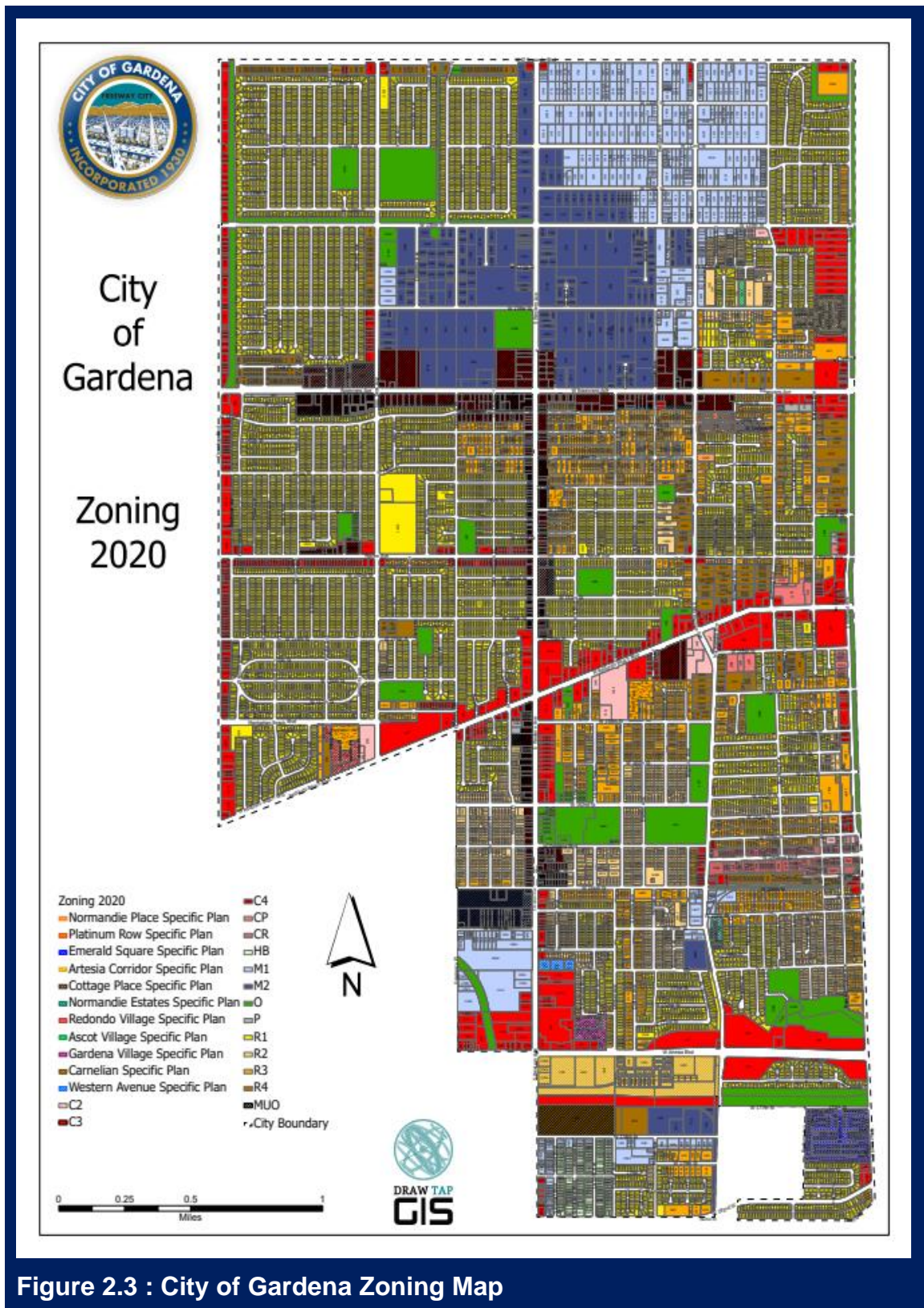


Figure 2.3 : City of Gardena Zoning Map

As of January 2013, the City of Gardena is virtually built out, with 99.2 percent of the total area developed. There are approximately 31.7 acres of vacant land available for

development. As a result, future development will either occur through limited infill development or through recycling of existing developed land. Meeting the demand and expectation for new housing and related development as Gardena's population continues to grow will be one of the major development issues in the near future. In order to accommodate population growth, new dwelling units have been planned. The following table provides an estimate of the residential capacity of Gardena and is taken from the 2006 version of the Gardena General Plan using the amended version updated in February 2013.

Table 2.2 : City of Gardena Residential Capacity

City Of Gardena Residential Capacity					
Residential Categories	Average Density	Acres	Dwelling Units	Average Persons/DU	Population
Low Density	9 DUA	992.8	8,935	2.75	24,572
Medium Density	17 DUA	498.8	8,480	2.75	23,319
(<0.5 acres)	25 DUA	49.8	1,245	2.75	3,424
(0.5-1.0 acres)	27 DUA	23.3	629	2.75	1,730
(>1.0 acres)	30 DUA	28.4	852	2.75	2,343
Mixed-Use					
(C-R) (a)	34 DUA	11.1	377	2.75	1,038
(HB)	9 DUA	18.8	169	2.75	465
Public/Institutional (b)	NA	211.7	259	1.0	259
Specific Plan (c)	NA	92.4	763	2.75	2,098
Non-Commercial Mixed-Use Overlay (d)					
(<0.5 acres)	20 DUA	30.7	614	2.75	1,689
(0.5-1.0 acres)	25 DUA	10.7	267	2.75	734
(>1.0 acres)	30 DUA	34.2	1,026	2.75	2,822
City Total			23,617		64,492

(a) 11.1 acres is 60% of the total 18.5 acres in the C-R zone.

- (b) Assumes development of 37-unit project proposed for 2010/1942 El Segundo Boulevard.
- (c) Assumes the Mixed-Use Overlay Zone not activated for any residentially zoned property.
- (d) Assumes 50% of land in non-residential. Mixed-Use Overlay Zone is developed for residential; acres listed for non-commercial Mixed-Use Overlay represent 50% of actual acreage.

The need for new employment and market opportunities for a growing population will also necessitate the growth and development of commercial and industrial land uses, as well as schools and other community facilities to provide needed services. The following table provides an estimate of the potential future development of commercial, industrial, and public uses within the City and is taken from the 2006 version of the Gardena General Plan using the amended version updated in 2013.

Table 2.3 : City of Gardena Commercial, Industrial, and Public Use Capacity

City Of Gardena Commercial, Industrial, And Public Use Capacity			
Land Use Designation	Realistic Intensity (FAR)	Acres	Square Footage Capacity
Mixed-Use-CR (a)	0.3	7.4	96,703
Mixed-Use HB	0.3	9.4	122,839
Neighborhood Commercial	0.3	21.8	284,882
General Commercial	0.3	304.1	3,973,979
Industrial	0.45	527.9	10,347,896
Public/Institutional	NA	211.7	1,065,000
Mixed-Use Overlay	0.3	75.6	987,941
City Total			16,879,240

- (a) 7.4 acres is 40% of the total 18.5 acres in the C-R zone.

2.3 Population

A healthy rate of growth and development is necessary for the economic well-being of the City of Gardena and their residents, even if it is difficult to determine exactly what a "healthy" rate of growth may be in many circumstances. The economic benefits of growth include employment opportunities, expanded markets, and increased property values and tax base. Adverse impacts of growth include increased traffic, greater demands on existing community services and schools, and pressure for development in previously undeveloped areas which may possess high recreational values. The City's population has had a healthy rate of growth since its incorporation in 1930. According to the California Department of Finance's [Historical Population Estimates for Cities, Counties, and the State](#), the population increased by 9.17% from 1971 to 1980 and showed a continual large rate of growth throughout the late 20th century with an increase in population of 8.63% from 1981 to 1990 and an even larger increase in population of 13.68% from 1991 to 2000. Once the 21st century began, the rate of growth of population in the City began to decrease to just a 1.8% rate of increase from 2001-2010 and a 3.13% rate of increase from 2011-2020. Although the population has been decreasing slightly in recent years, the overall population trend has shown a healthy rate of growth with an estimated population of 59,947 as of January 1st 2022.

2.4 Demographics

When considering the impacts of hazard scenarios on the community, the City is cognizant that some portions of the community will be impacted to a greater extent than others. A better understanding of how disasters impact the community, even disproportionately, can help guide resiliency efforts to better serve the entire community. Although other factors may be present, this section will focus on how low economic status and age can exacerbate the impacts of a hazard scenario. At the time of this report, economic status and age are the clearest indicators of increased/reduced suffering during a disaster situation based on the information available.

Economic Status

The July 2017 issue of the [Supplemental Research Bulletin](#) published by the Substance Abuse and Mental Health Services Administration (SAMSA) states that disasters are experienced differently by people in poverty, even at the preparedness stage. The Supplemental Research Bulletin also notes, according to a 2004 report by Fothergill and Peek, impoverished people are likely to have less access to education regarding

vulnerabilities to disasters and are therefore, typically not able to be as prepared. It is also speculated that preparedness actions may be costly, and possibly too expensive, for people with low incomes to be able to implement. Furthermore, the poor generally are assumed to have to live in homes with lower quality construction which are more susceptible to the impacts of disasters. The bulletin also cites a 1983 report (Rossi, Wright, Weber-Burdin, & Pereira) which found higher rates of injury during natural disasters for lower income households. This also may be tied to the high cost of preparedness measures leaving the poor at a higher rate of vulnerability. World Bank and GFDRR report authors note that people in poverty around the world are more likely than others to live in areas at high risk of disaster impacts. They explain that this may be the case because these more dangerous areas are less expensive, or simply more available, in parts of the world with limited space for housing (Hallegatte et al., 2017).

Age

According to a statement from the [Red Cross](#), “new research has found that older adults are more vulnerable and experience more casualties after natural disasters compared to other age groups”. While not universal, older adults are more likely to have a greater prevalence for chronic conditions, multi-morbidity, cognitive impairment, and medical concerns than other age groups. Generally, older adults are more likely to be dependent on assistive devices and caregivers, more likely to be isolated, more likely to have gaps in preparedness, and potentially be at higher risk for psychological distress. All of these factors increase the potential for injury during a disaster event.

Youth can also be a factor in determining the impacts of disasters on the community; especially long-term. According to the [Center for Disease Control and Prevention \(CDC\)](#), children may experience anxiety, fear, sadness, sleep disruption, irritability, difficulty concentrating, and anger outburst following a disaster. Furthermore, the CDC states children under 8 years of age are at particular risk for long-term mental health issues after experiencing a disaster.

City Vulnerability

To estimate the impacts of low income and population age on the City, Table 2.1 summarizes some of the applicable estimates provided by the 2021 United States Census regarding the economic status of the community.

Table 2.4 : City of Gardena Demographic Estimates

Estimate Category	Census Estimates
Population (2021)	59,702
Persons under 5 years	5.7%
Persons under 18 years	19.9%
Persons 65 years and over	16.9%
Households (2016-2020)	20,391
Persons per household (2016-2020)	2.88
Households with a computer (2016-2020)	91.1%
Households with a broadband internet subscription, percent (2016-2020)	84.9%
High School graduate or higher, percent of persons aged 25 years+ (2016-2020)	83.0%
Bachelor's degree or higher percent of persons aged 25 years+ (2016-2020)	26.6%
Median Household income (in 2020 dollars, 2016-2020)	\$64,015
Per capita income in past 12 months (in 2020 dollars, 2016-2020)	\$28,471
Persons in poverty, percent	13.1%

Source: [United State Census Bureau](#)

Although many inferences could be made based on the table above, it is clear 13.1% of the community is recorded being at or below poverty level. Additionally, 16.9% of the community is over the age of 65 while 5.7% are under the age of 5. While each of these groups represent a small portion of the City, it can be assumed this percentage of the public will be impacted by disasters at a higher degree than the rest of the community. As the City moves forward, considerations for these small sectors of the population should be made to provide effective resilience measures.

3 RISK ASSESSMENT

Table of Contents

3.1	Risk Assessment	3-1
3.2	Hazard Identification and Profiling	3-3
3.2.1	Hazard Profiling	3-9
3.2.2	Trends in Perceived Vulnerability	3-10
3.3	Earthquake Hazard Profile	3-12
3.3.1	Earthquake Hazard Information and Background	3-12
3.3.2	Earthquake History	3-16
3.3.3	Earthquake Probability, Frequency, and Magnitude	3-25
3.4	Hazardous Material Release Hazard Profile	3-36
3.4.1	Hazardous Material Release Information and Background	3-36
3.4.2	Hazardous Material Release History	3-39
3.4.3	Hazardous Material Release Probability, Frequency, and Magnitude	3-39
3.5	Pipeline Failure Hazard Profile	3-43
3.5.1	Pipeline Failure Information and Background	3-43
3.5.2	Pipeline Failure History	3-44
3.5.3	Pipeline Failure Probability, Frequency, and Magnitude	3-46
3.6	Windstorm Hazard Profile	3-47
3.6.1	Windstorm Hazard Information and Background	3-47
3.6.2	Windstorm History	3-48
3.6.3	Windstorm Probability, Frequency, and Magnitude	3-52
3.7	Disease Outbreak Hazard Profile	3-53
3.7.1	Disease Outbreak Hazard Information and Background	3-53
3.7.2	Disease Outbreak Hazard History	3-54

3.7.3	Disease Outbreak Hazard Probability, Frequency, and Magnitude	3-57
3.8	Urban Fire Hazard Profile	3-58
3.8.1	Hazard Information and Background	3-58
3.8.2	Urban Fire Hazard History	3-60
3.8.3	Urban Fire Hazard Probability, Frequency, and Magnitude	3-65
3.9	Adversarial Event Hazard Profile	3-67
3.9.1	Adversarial Event Hazard Information and Background.....	3-67
3.9.2	Adversarial Event Hazard History	3-69
3.9.3	Adversarial Event Hazard Probability, Frequency, and Magnitude.	3-70
3.10	Flood/ Dam Failure Hazard Profile	3-71
3.10.1	Flood/ Dam Failure Hazard Information and Background	3-71
3.10.2	Flood/ Dam Failure History	3-73
3.10.3	Flood/ Dam Failure Probability, Frequency, and Magnitude	3-76
3.11	Drought Hazard Profile	3-79
3.11.1	Drought Information and Background	3-79
3.11.2	Drought History	3-81
3.11.3	Drought Probability, Frequency, and Magnitude	3-82
3.12	Climate Change	3-85
3.13	Asset Inventory	3-87
3.14	Loss Estimates	3-93

List of Figures

Figure 3.1:	Southern California Historic Earthquakes Map	3-25
Figure 3.2:	City of Gardena Earthquake Fault Map	3-Error! Bookmark not defined.
Figure 3.3:	City of Gardena Peak Ground Acceleration Map	3-33
Figure 3.4:	National Peak Ground Acceleration Map	3-Error! Bookmark not defined.
Figure 3.10:	City of Gardena Average Wind Speeds	3-52
Figure 3.6:	City of Gardena Fire Threat Map	3-66

Figure 3.6: City of Gardena FEMA Insurance Rate Map (FIRM).....	3-78
Figure 3.7: Annual Runoff in California.....	3-81
Figure 3.8: Western United States Drought Conditions, 2021.....	3-82
Figure 3.11: City of Gardena Asset Inventory Map	3-Error! Bookmark not defined.

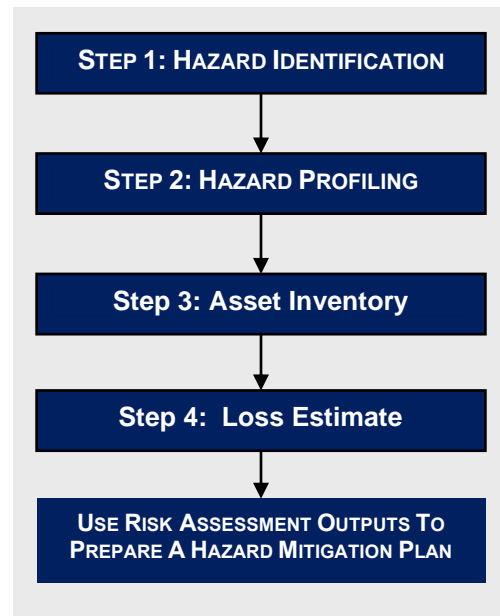
List of Tables

Table 3.1: Risk Factors for Hazard Identification	3-6
Table 3.2 Risk Ranking Matrix.....	3-8
Table 3.3: Risk Rank Categorization	3-9
Table 3.5: Modified Mercalli Intensity Scale.....	3-14
Table 3.6 Southern California Historical Earthquakes.....	3-17
Table 3.7: San Andreas Fault Information	3-27
Table 3.8: Newport-Inglewood Fault Information	3-28
Table 3.9: Whittier-Fault Information	3-29
Table 3.10: Elsinore Fault Information	3-30
Table 3.11: Palos Verdes Fault Information.....	3-31
Table 3.12: Mercalli Intensity and Corresponding Peak Group Acceleration.....	3-34
Table 3.17: Types of Hazardous Material Incidents.....	3-37
Table 3.19: Historical Severe Weather Damage in Los Angeles County.....	3-48
Figure 3.14: Nations with confirmed Cases H1N1 (August 4, 2009)	3-55
Table 3.13: Los Angeles County Historical Fires (2001-2020)	3-62
Table 3.15: Historical Flooding Damage in Los Angeles County	3-74
Table 3.16: Dam Failure Events in California	3-Error! Bookmark not defined.
Table 3.21 - Loss of Function Values Per Capita – Utilities & Lifelines	3-88
Table 3.23 - Asset Inventory Summary – City of Gardena.....	3-90
Table 3.24: Loss of Function	3-92

Table 3.25 Los Estimates/ Vulnerability Assessment – Earthquake through Flood/ Dam Failure	3-94
Table 3.26 Loss Estimates / Vulnerability Assessment – Pipeline Failure/ Hazardous Material Release through Windstorm	3-96
Table 3.27: Loss Estimates Summary	3-99

3.1 Risk Assessment

The Risk Assessment consists of four steps: Hazard Identification, Hazard Profiling, Asset Inventory, and Loss Estimates. This chapter includes the Hazard Identification and Hazard Profiling steps to evaluate the hazards of primary concern to local decision-makers and provide a basis for loss estimates included later in this chapter. Additionally, this Risk Assessment provides a foundation for the evaluation of mitigation measures, included in Chapter 4 of this plan, which can help reduce the impacts of a potential hazard event.



Step 1: Identify Hazards

In this step, The Steering Committee identified the natural and man-made hazards which might affect the City and then narrowed the list to the hazards that are most likely to occur. These hazards included natural, technical, and human-caused events with an emphasis on the effect of natural disasters on critical facilities, services, and roadways (e.g., government buildings, schools, and public services including police and fire). The Steering Committee participated in a hazard identification exercise during the first Steering Committee Meeting to identify and rank the potential hazards within the City of Gardena (City).

Step 2: Hazard Profiling

The hazard profiles consist of either a map indicating the area impacted by each hazard or key information regarding the characteristics of hazard events within the planning area. To develop detailed hazard profiles, relevant open-source hazard studies and mapping projects were reviewed and documented within this report. In addition, the City supplied historical accounts of man-made hazard events (e.g., transportation incidents, etc.) that included specific hazard and emergency information. This planning step also includes a summary of the magnitude, frequency, and location characteristics of relevant natural hazards (urban fire, fault locations, flood plains, etc.) that were utilized as the design-basis for the loss estimates.

Step 3: Inventory Assets

The purpose of this step is to determine the quantity of buildings, people, and assets in the City that lie in the different hazard areas and what proportion of the City this represents. The asset inventory was completed utilizing spatial Geographic information Systems (GIS) asset locations and specifications for the following assets:

- General Buildings: City well sites, Civic Buildings, Parks, etc.
- Critical Facilities: Hazmat Facilities, Schools, etc.

The development of the comprehensive inventory facilitated the development of loss estimates for all hazard scenarios.

Step 4: Loss Estimates

The loss estimate step relied on detailed information regarding the hazard probability and maps that were completed as part of the hazard profiles. This information was utilized to apply the hazard probabilities and recurrence intervals to the City's assets and inventory (buildings and infrastructure). This step was critical in determining which assets were subject to the greatest potential damages and which hazard event was likely to produce the greatest potential losses.

The conclusion of this step precipitated a comprehensive loss estimate (vulnerability assessment) for each identified hazard for each specific asset in terms of damages, economic loss, and the associated consequences for the City.

3.2 Hazard Identification and Profiling

§201.6(c)(2)(i): [The risk assessment **shall** include a] description of the type, location, and extent of all-natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.

§201.6(c)(2)(ii): [The risk assessment **shall** include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description **shall** include an overall summary of each hazard and its impact on the community.

§201.6(c)(2)(ii): [The risk assessment] **must** also address National Flood Insurance Program (NFIP) insured structures that have been repetitively damaged by floods.

§201.6(c)(2)(iii): For multi-jurisdictional plans, the risk assessment **must** assess each jurisdiction's risks where they vary from the risks facing the entire planning area.

The hazard identification and ranking were obtained from the hazard identification exercise. Each hazard profile includes a summary of the hazard identification exercise identified risk factors and overall rank for each hazard, in addition to the detailed hazard description, historical occurrences, and projected future probability, magnitude, and frequency.

Each member of the Steering Committee participated in the hazard identification exercise to update the perceived vulnerability for the identified hazards within the City. As during the list development during the last update, the hazard identification exercise was facilitated utilizing an interactive spreadsheet program that asks specific questions on potential hazards and then rates them accordingly. These questions guide the team in the correct facilitation and application of the program. Table 3.1 summarizes the hazard identification exercise risk factors, lists the descriptions of each factor, provides the specific descriptor choices for each risk factor and description, and summarizes the risk ranking associated with each hazard:

Table 3.1: Risk Factors for Hazard Identification

Risk Factor	Description	Descriptors	Value
Probability/ Frequency	Prediction of how often a hazard will occur in the future	Infeasible event - not applicable due to geographic location characteristics	0
		Rare event - occurs less than once every 50 years	1
		Infrequent event - occurs between once every 8 years and once every 50 years (inclusive)	2
		Regular event - occurs between once a year and once every 7 years	3
		Frequent event - occurs more than once a year	4
Consequence/ Severity	Physical Damage - structures and lifelines Economic Impact – loss of function for power, water, sanitation, roads, etc.	No damage	1
		Minor/slight damage to buildings and structures, no loss of lifelines	2
		Moderate building damage, minor loss of lifelines (less than 12 hours)	3
		Moderate building damage, lifeline loss (less than 24 hours)	4
		Extensive building damage, widespread loss of lifelines (water, gas, electricity, sanitation, roads), loss of life	5
Vulnerability	Impact Area - area impacted by a hazard event	No physical damage, no secondary impacts	1
		Localized damage area	2
		Localized damage area, minor secondary impacts, delayed hazard onset	3
	Secondary Impacts -	Moderate damage area, moderate secondary impacts, moderate warning time	4

Risk Factor	Description	Descriptors	Value
	<p>Capability of triggering additional hazards</p> <p>Onset - Period of time between initial recognition of an approaching hazard and when the hazard begins to impact the community</p>	Widespread damage area, significant secondary impacts, no warning time	5

Each profile also includes a ranking of the hazard (ranging from low hazard to high hazard). Table 3.2 illustrates the matrix for how each hazard was ranked according to all of the previously mentioned factors. Table 3.3 provides the value determinations for each ranking. The Steering Committee determined this initial profile ranking based on all of the hazard identification, profile research, group discussion, and evaluation of all of the data.

Table 3.2 Risk Ranking Matrix

Probability/Frequency Description		Risk Ranking Matrix					
Rare Event: Occurs less than once every 50 years	Probability/Frequency	Consequence/Severity					
	Value	1	1	2	3	4	5
	Vulnerability	1	1	2	3	4	5
		2	2	4	6	8	10
		3	3	6	9	12	15
		4	4	8	12	16	20
		5	5	10	15	20	25
Infrequent Event: Occurs between once every 8 years and once every 50 years (inclusive)	Probability/Frequency	Consequence/Severity					
	Value	2	1	2	3	4	5
	Vulnerability	1	2	4	6	8	10
		2	4	8	12	16	20
		3	6	12	18	24	30
		4	8	16	24	32	40
		5	10	20	30	40	50
Regular Event: Occurs between once a year and once every 7 years	Probability/Frequency	Consequence/Severity					
	Value	3	1	2	3	4	5
	Vulnerability	1	3	6	9	12	15
		2	6	12	18	24	30
		3	9	18	27	36	45
		4	12	24	36	48	60
		5	15	30	45	60	75
Frequent Event: Occurs more than once a year	Probability/Frequency	Consequence/Severity					
	Value	4	1	2	3	4	5
	Vulnerability	1	4	8	12	16	20
		2	8	16	24	32	40
		3	12	24	36	48	60
		4	16	32	48	64	80
		5	20	40	60	80	100

Table 3.3: Risk Rank Categorization

Hazard Ranking	Matrix Value
High Hazard	50 to 100
Moderately High Hazard	25 to 49
Moderate Hazard	15 to 24
Moderately Low Hazard	5 to 14
Low Hazard	1 to 4

3.2.1 Hazard Profiling

This section presents additional information regarding the hazards of concern (detailed below) as hazard profiles. Hazard profiles are designed to assist communities in evaluating and comparing the hazards that can impact their community by comparing a number of hazard factors. Each type of hazard has unique characteristics and the impact associated with a specific hazard can vary depending on the magnitude and location of each event (a hazard event is a specific, uninterrupted occurrence of a particular type of hazard). Furthermore, the probability of occurrence of a hazard in a given location impacts the priority assigned to that hazard. Finally, each hazard will impact different communities in different ways, based on geography, local development, population distribution, age of buildings, and mitigation measures already implemented. Table 3.4 summarizes the hazard ranking summary for the City.

Table 3.4: Hazard Ranking Summary

Hazard Rank		Score
High		
Moderately High		
Earthquakes		25
Hazardous Material Release		25
Moderate		
Pipeline Failure		20
Windstorm		18
Moderately Low		
Disease Outbreak		12
Urban Fire		10
Adversarial Events		9
Flood		6
Low Hazard		
Drought		3

3.2.2 Trends in Perceived Vulnerability

As illustrated above, the Steering Committee reviewed its perceived vulnerability to determine the potential impact of each hazard on the City. The Steering Committee began with the hazards identified in the 2013 Multi-Jurisdictional Hazard Mitigation Plan and used the lists as a springboard in determining current perceived vulnerability. One of the major changes was the inclusion of Disease Outbreak as one of the perceived hazards. On the heels of the Coronavirus pandemic, the City was acutely aware of the impacts a disaster of this nature could have a significant impact on the City. Another notable change was the reclassification of Terrorism as Adversarial events. The new term combines the general understanding of terrorism, typically a foreign organization committing violence on America/Americans and includes domestic events such as school and office shootings.

The 2020 Los Angeles County All-Hazards Mitigation Plan considered the potential for Tsunami and Wildfire, but these were deemed not to be applicable to the City due to a lack of proximity to the ocean and the lack of open “wild areas”. As a result, Tsunami was

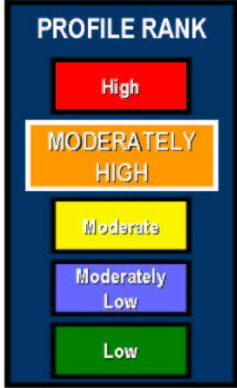
not included in the Plan and Wildfire was adapted to Urban Fire to be more in line with the City's vulnerabilities.

Furthermore, according to the FEMA's National Risk Index, communities in the City's general area are also prone to Extreme Heat Wave events, Landslide, and lightning strikes. The Steering committee discussed each of these separately and determined they didn't have a place in the plan. Although the City is prone to hot summers, in recent memory, not one steering committee member could account for any incidents arising as a result of the high temperatures. Additionally, although the City is vulnerable to lightning strikes, there have been no significant incidents which have been the result of lightning. Lastly, landslide was considered to be a secondary impact of an earthquake scenario which was already captured by the plan. The Steering Committee felt it would be redundant to include two "earth movement" hazards in the current Plan update.

3.3 Earthquake Hazard Profile

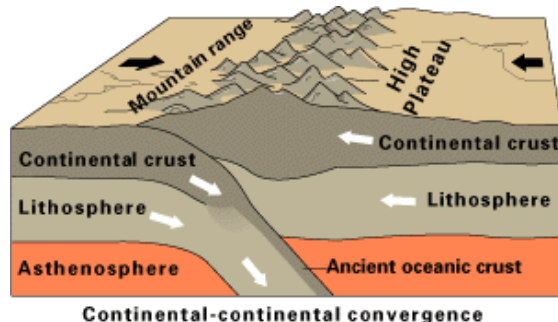
Earthquake Risk Assessment Summary

Risk Rank: Moderately High

Probability/ Frequency:	Rare event – occurs less than once every 50 years	
Consequence/ Severity:	Extensive building damage, widespread loss of lifelines (water, gas, electricity, sanitation, roads), loss of life	
Vulnerability:	Widespread damage area, significant secondary impacts, no warning time	
Hazard Risk Rank Score:	25	

3.3.1 Earthquake Hazard Information and Background

Plate tectonics is a starting point for understanding the forces within the Earth that cause earthquakes. Plates are thick slabs of rock that make up the outermost 100 kilometers of the Earth. The term "tectonics" describes the deformation of the Earth's crust, the forces producing such deformation, and the geologic and structural features that result. The constant motion of the plates causes stress in the brittle upper crust of the Earth. These tectonic stresses build as the rocks are gradually deformed. The rock deformation, or strain, is stored in the rocks as elastic strain energy. When the strength of the rock is exceeded, ruptures occur along a fault. The rocks on opposite sides of the fault slide past each other as they spring back into a relaxed position.



The strain energy is released partly as heat and partly as elastic waves called seismic waves. The passage of these seismic waves produces the ground shaking in earthquakes.

Faults are more likely to produce future earthquakes if they have rapid rates of movement, have had recent earthquakes along them, experience greater total displacements, and are aligned so that movement can relieve the accumulating tectonic stresses. Geologists classify faults by their relative hazards. “Active” faults, which represent the highest hazard, are those that have ruptured to the ground surface during the Holocene period (about the last 11,000 years). In contrast, “potentially active” faults are those that displaced layers of rock from the Quaternary period (the last 1,800,000 years). Determining if a fault is “active” or “potentially active” depends on geologic evidence, which may not be available for every fault.

Shaking

The amount of energy released during an earthquake is usually expressed as a magnitude and is measured directly from the earthquake as recorded on seismographs. An earthquake’s magnitude is expressed in whole numbers and decimals (e.g., 6.8). Seismologists have developed several magnitude scales. One of the first was the Richter scale, developed in 1932 by Dr. Charles F. Richter of the California Institute of Technology. The most commonly used scale today is the Moment Magnitude (M_w) Scale. Moment magnitude is related to the total area of the fault that ruptured and the amount of offset (displacement) across the fault. It is a more uniform measure of the energy released during an earthquake.

The other commonly used measure of earthquake severity is intensity. Intensity is an expression of the amount of shaking at any given location on the ground surface. In general, it decreases with distance from the source of an earthquake, but it may be increased or decreased by a number of factors.

The Modified Mercalli Intensity Scale and Corresponding Richter Scale Magnitudes

Shaking intensity is often described using the Modified Mercalli Intensity Scale which rates an earthquake’s effects based on human observation. While an earthquake has only one magnitude, it may have many intensity values which will generally decrease with distance from the epicenter. Table 3.5 lists the Mercalli Scale’s various intensity levels and corresponding Richter scale magnitudes.

Table 3.5: Modified Mercalli Intensity Scale

Mercalli Intensity		Description	Richter Scale Magnitude
I	Instrumental	Detected only by a seismograph	
II	Feeble	Noticed by sensitive people	0.1 to 3.4
III	Slight	Like the vibrations due to a passing truck	3.5 to 4.2
IV	Moderate	Felt by people while walking, rocking of loose objects, including standing vehicles	4.3 to 4.8
V	Rather Strong	Felt generally; most sleepers are awakened and bells ring	
VI	Strong	Trees sway and all suspended objects swing; damage by over-turning and falling of loose objects	4.9 to 5.4
VII	Very Strong	General alarm; walls crack; plaster falls	
VIII	Destructive	Car drivers seriously disturbed; masonry fissured; chimneys fall; poorly constructed buildings damaged	5.5 to 6.1
IX	Ruinous	Some houses collapse where ground begins to crack, and pipes break	6.2 to 6.9
X	Disastrous	Ground cracks badly; many buildings destroyed, and railway lines bent; landslides on steep slopes	7.0 to 7.3
XI	Very disastrous	Few buildings remain standing; bridges destroyed; all services (railway, pipes, and cables) out of action; great landslides and floods	7.4 to 8.1

Mercalli Intensity		Description	Richter Scale Magnitude
XII	Catastrophic	Total Destruction; objects thrown into air; ground rises and falls in waves	8.1 +

Amplification of Seismic Shaking

Although seismic waves radiate from their source like ripples on a pond, the radiation is not uniform due to the complex nature of an earthquake rupture, the different paths the waves follow through the earth, and the different rock and soil layers near the earth's surface. Large earthquakes begin to rupture at their hypocenter deep in the earth and the fault ruptures outward from that point. Because the speed of an earthquake rupture on a fault is similar to the speed of seismic waves, waves closer to the epicenter can be compounded by waves from farther along the rupture, creating a pulse of very strong seismic waves that moves along the fault in the direction of the fault rupture. Seismic waves may also be modified as they travel through the earth's crust.

As seismic waves approach the ground surface, they commonly enter areas of loose soils where the waves travel more slowly. As the waves slow down, their amplitude increases, resulting in larger waves with frequencies that are more likely to damage structures. Waves can also be trapped within soft sediments between the ground surface and deep, hard basement rocks, their destructive energy multiplying as they bounce back and forth, producing much greater shaking at the ground surface.

Ground Failure

Fissuring, settlement, and permanent horizontal and vertical shifting of the ground often accompanies large earthquakes. Although not as pervasive or as costly as the shaking itself, these ground failures can significantly increase damage and, under certain circumstances, can be the dominant cause of damage. The following is a list of different ground failure scenarios.

Fault Rupture

The sudden sliding of one part of the earth's crust past another releases the vast store of elastic energy in the rocks as an earthquake. The resulting fracture is known as a fault,

while the sliding movement of earth on either side of a fault is called fault rupture. Fault rupture begins below the ground surface at the earthquake hypocenter, typically between three and ten miles below the ground surface in California. If an earthquake is large enough, the fault rupture will actually travel all the way to the ground surface, severely damaging structures built across its path.

Liquefaction

In addition to the primary fault rupture that occurs right along a fault during an earthquake, the ground many miles away can also fail during the intense shaking. One common type of failure occurs when soft, water-saturated soil settles, causing the water to eject sediment particles as it works its way to the ground surface. This phenomenon, known as liquefaction, turns the soil into a fluid, causing it to lose the ability to support buildings and other structures. Areas susceptible to liquefaction include places where sandy sediments have been deposited by rivers along their course or by wave action along beaches.
























Landslides

























Landslides are the result of the down-slope movement of unstable hillside materials under the influence of weathering and gravity over time. Strength of rock and soil, steepness of slope, and weight of the hillside material all play an important role in the stability of hillside areas. Weathering and absorption of water can weaken slopes, while the added weight of saturated materials or overlying construction can increase the chances of slope failure. Sudden failure can be triggered by heavy rainfall, excavation of weak slopes, and earthquake shaking, among other factors.

























3.3.2 Earthquake History




















To indicate the potential for an earthquake event, Table 3.6 lists significant recorded earthquakes in Southern California and the associated magnitudes over the last hundred years (excerpted from the Southern California Earthquake Data Center):

Table 3.6 Southern California Historical Earthquakes

	Magnitude 4.5 - 5.4		Magnitude 5.5 - 6.4
	Magnitude 6.5 to 7.4		Magnitude > 7.5
Magnitude	Year	Earthquake Name	
 Magnitude 5.5 - 6.4	1922	Parkfield Earthquake	
 Magnitude 5.5 - 6.4	1923	North San Jacinto Fault Earthquake	
 Magnitude 5.5 - 6.4	1925	Santa Barbara Earthquake	
 Magnitude 6.5 to 7.4	1927	Lompoc Earthquake	
 Magnitude 5.5 - 6.4	1933	Long Beach Earthquake	
 Magnitude 5.5 - 6.4	1934	Parkfield Earthquake	
 Magnitude 5.5 - 6.4	1937	San Jacinto Fault ("Terwilliger Valley") Earthquake	
 Magnitude 6.5 to 7.4	1940	Imperial Valley Earthquake	
 Magnitude 5.5 - 6.4	1941	Santa Barbara Earthquake	
 Magnitude 4.5 - 5.4	1941	Torrance-Gardena Earthquakes	
 Magnitude 6.5 to 7.4	1942	Fish Creek Mountains Earthquake	
 Magnitude 5.5 - 6.4	1946	Walker Pass Earthquake	
 Magnitude 6.5 to 7.4	1947	Manix Earthquake	
 Magnitude 5.5 - 6.4	1948	Desert Hot Springs Earthquake	
 Magnitude > 7.5	1952	Kern County Earthquake	
 Magnitude 5.5 - 6.4	1952	Bakersfield Earthquake	
 Magnitude 5.5 - 6.4	1954	San Jacinto Fault Earthquake	
 Magnitude 5.5 - 6.4	1966	Parkfield Earthquake	
 Magnitude 6.5 to 7.4	1968	Borrego Mountain Earthquake	

	Magnitude 4.5 - 5.4		Magnitude 5.5 - 6.4
	Magnitude 6.5 to 7.4		Magnitude > 7.5
Magnitude	Year	Earthquake Name	
 Magnitude 4.5 - 5.4	1970	Lytle Creek Earthquake	
 Magnitude 6.5 to 7.4	1971	San Fernando (Sylmar) Earthquake	
 Magnitude 4.5 - 5.4	1973	Point Mugu Earthquake	
 Magnitude 4.5 - 5.4	1975	Galway Lake Earthquake	
 Magnitude 4.5 - 5.4	1978	Santa Barbara Earthquake	
 Magnitude 4.5 - 5.4	1979	Malibu Earthquake	
 Magnitude 5.5 - 6.4	1979	Imperial Valley Earthquake	
 Magnitude 5.5 - 6.4	1980	White Wash Earthquake	
 Magnitude 4.5 - 5.4	1982	"Anza Gap" Earthquake	
 Magnitude 5.5 - 6.4	1986	North Palm Springs Earthquake	
 Magnitude 4.5 - 5.4	1986	Oceanside Earthquake	
 Magnitude 6.5 to 7.4	1987	Elmore Ranch/Superstition Hills Earthquakes	
 Magnitude 5.5 - 6.4	1987	Whittier Narrows Earthquake	
 Magnitude 4.5 - 5.4	1988	Tejon Ranch Earthquake	
 Magnitude 4.5 - 5.4	1988	Upland Earthquake	
 Magnitude 4.5 - 5.4	1988	Pasadena Earthquake	
 Magnitude 4.5 - 5.4	1989	Malibu Earthquake	
 Magnitude 4.5 - 5.4	1989	Newport Beach Earthquake	
 Magnitude 4.5 - 5.4	1989	Montebello Earthquake	
 Magnitude 4.5 - 5.4	1990	Upland Earthquake	

	Magnitude 4.5 - 5.4		Magnitude 5.5 - 6.4
	Magnitude 6.5 to 7.4		Magnitude > 7.5
Magnitude	Year	Earthquake Name	
 Magnitude 5.5 - 6.4	1991	Sierra Madre Earthquake	
 Magnitude 5.5 - 6.4	1992	Joshua Tree Earthquake	
 Magnitude 6.5 to 7.4	1992	Landers Earthquake	
 Magnitude 5.5 - 6.4	1992	Big Bear Earthquake	
 Magnitude 5.5 - 6.4	1992	Mojave (Garlock) Earthquake	
 Magnitude 4.5 - 5.4	1993	Wheeler Ridge Earthquake	
 Magnitude 6.5 to 7.4	1994	Northridge Earthquake	
 Magnitude 5.5 - 6.4	1995	Ridgecrest Earthquakes	
 Magnitude 4.5 - 5.4	1996	Coso Earthquake	
 Magnitude 4.5 - 5.4	1997	Calico Earthquake	
 Magnitude 4.5 - 5.4	1998	Coso Earthquake	
 Magnitude 4.5 - 5.4	1998	Crafton Hills (Redlands) Earthquake	
 Magnitude 4.5 - 5.4	1998	San Bernardino Earthquake	
 Magnitude 4.5 - 5.4	1998	Whiskey Springs (Big Bear City) Earthquake	
 Magnitude 6.5 to 7.4	1999	Hector Mine Earthquake	
 Magnitude 4.5 - 5.4	2001	Anza Earthquake	
 Magnitude 5.5 - 6.4	2002	Laguna Salada Earthquake	
 Magnitude 6.5 to 7.4	2003	San Simeon Earthquake	
 Magnitude 4.5 - 5.4	2005	Mettler Earthquake	
 Magnitude 4.5 - 5.4	2008	Chino Hills Earthquake	

	Magnitude 4.5 - 5.4		Magnitude 5.5 - 6.4
	Magnitude 6.5 to 7.4		Magnitude > 7.5
Magnitude	Year	Earthquake Name	
 Magnitude 4.5 - 5.4	2009	Inglewood Earthquake	
 Magnitude 5.5 - 6.4	2009	Baja California Earthquake	
 Magnitude 6.5 to 7.4	2010	El Mayor-Cucapah Earthquake	
 Magnitude 6.5 to 7.4	2010	Sierra El Mayor Earthquake	
 Magnitude 4.5 - 5.4	2011	Calexico Earthquake	
 Magnitude 4.5 - 5.4	2012	Brawley Earthquake	
 Magnitude 4.5 - 5.4	2012	Westmoreland Earthquake	
 Magnitude 4.5 - 5.4	2013	Isla Vista Earthquake	
 Magnitude 4.5 - 5.4	2014	Brea Earthquake	
 Magnitude 4.5 - 5.4	2015	Stovepipe Wells Earthquake	
 Magnitude 4.5 - 5.4	2016	Borrego Springs Earthquake	
 Magnitude 4.5 - 5.4	2018	Santa Cruz Island Earthquake	
 Magnitude 5.5 - 6.4	2019	Ridgecrest Earthquake	
 Magnitude 6.5 to 7.4	2019	Ridgecrest Earthquake	
 Magnitude 5.5 - 6.4	2020	Lone Pine Earthquake	

Source: [Southern California Earthquake Data Center](#)

Southern California Historic Earthquakes

One of the best indicators of earthquake potential is learning the earthquake history of the area. The following is a discussion on large earthquakes that affected the City of Gardena and Southern California in general, which were also included in Table 3.6.

1857 Fort Tejon Earthquake

On January 9, 1857, one of the greatest recorded earthquakes in the United States occurred. The Fort Tejon earthquake measured 7.9 on the Richter scale and left a surface rupture scare of over 350 kilometers along the San Andreas Fault. Strong shaking was said to have lasted for over a minute, and water from the Los Angeles River was reportedly thrown out of its bed. Damage was not nearly as serious as it would be today since Southern California was sparsely populated at the time. Were the Fort Tejon earthquake to occur today, the damage would easily run into billions of dollars, and the loss of life would be substantial. The present-day communities of Wrightwood and Palmdale lie upon or near the 1857 rupture area.

1933 Long Beach Earthquake

In 1933, the Long Beach 6.4 magnitude earthquake struck the Los Angeles Basin on March 10. The earthquake occurred on the Newport-Inglewood Fault, causing serious damage in Long Beach and other communities. The earthquake resulted in 120 deaths and over \$50 million in property damage. Most of the damaged buildings were of unreinforced masonry construction. The following images of the damage were taken from the Southern California Earthquake Data Center website.



Damage resulting from the 1933 Long Beach Earthquake

1971 Sylmar Earthquake (San Fernando)



On February 9, 1971, the Los Angeles basin shook for over one minute. There were 65 deaths and a financial cost of over \$500 million. The earthquake resulted in a crack in the Van Norman Dam where an 80-square mile area had to be evacuated due to fear the dam would break. Numerous people were trapped in buildings and fires were started from natural gas line breaks. Two hospitals collapsed killing nine people. The Veterans Administration Hospital had seven deaths (photos left) and the Olive View Hospital had two deaths. Following this earthquake, the Alquist Hospital Seismic Act was passed establishing structural and non-structure classifications for hospital building seismic –safety levels.

1987 Whittier Narrows Earthquake

In October 1987, the Whittier Narrows Earthquake struck the Los Angeles area with a 5.9 magnitude earthquake. This earthquake occurred on a fault system not previously known for seismic activity. There were 8 deaths and 200 injuries. The earthquake damage was estimated at \$358 million.



1994 Northridge Earthquake



On January 17, 1994, the Northridge Earthquake struck at a 6.7 magnitude in the Los Angeles area. There were 57 deaths and over 1,500 people were injured. The earthquake caused billions of dollars in damage and disrupted the lives of thousands of residents, schools, and businesses in Southern California.

For days afterward, thousands of homes and businesses were without electricity; tens of thousands had no gas; and nearly 50,000 had little or no water. Approximately 15,000 structures were moderately to severely damaged, which left thousands of people temporarily homeless. Over 66,500 buildings were inspected, and nearly 4,000 were severely damaged and over 11,000 were moderately damaged. Several collapsed bridges and overpasses created commuter havoc on the freeway system. Ground shaking caused extensive damage, but the earthquake triggered liquefaction and dozens of fires also caused additional severe damage.



However, the earthquake occurred early in the morning on a holiday. This circumstance considerably reduced the potential effects. Many collapsed buildings were unoccupied, and most businesses were not yet open. The direct and indirect economic losses ran into the tens of billions.

2019 Ridgecrest Earthquakes

The 2019 Ridgecrest Earthquake event s began on July 4, 2019, with a magnitude 6.4 quake near the town of Ridgecrest. Then, at 6:32PM on July 6th, 2019, a 7.1 magnitude struck again east of the town. This quake moved along 30 miles of Garlock strike-slip fault line and was followed by 26,000 aftershocks over



multiple days. The shaking was felt in Stockton, Las Vegas, and downtown Los Angeles; near the City. According to the [United States Geological Survey](#), five people were injured, 50 homes were structurally damaged, and many more homes were damaged by fire from broken gas lines and power outages. Damages from the quake were estimated to exceed \$100 million.

Even if the epicenter of a major earthquake is not located directly within the City, the aftershocks associated with that earthquake can cause significant damage. The hazards associated with aftershock earthquakes are the same as mainshock earthquakes and may cause significant damage and disruption. The primary difference between mainshock and aftershock earthquakes is aftershock earthquakes are categorized by the following two guidelines. First, it must occur within one rupture length of the mainshock rupture surface,

or alternatively, within an "aftershock zone" based upon early aftershock activity and defined by seismologists. Second, it must occur within that designated area before the seismicity rate in that area returns to its "background", meaning pre-mainshock, level. Figure 3.1 from the [Southern California Earthquake Data Center](#) details the locations and magnitudes for historic Southern California earthquakes.

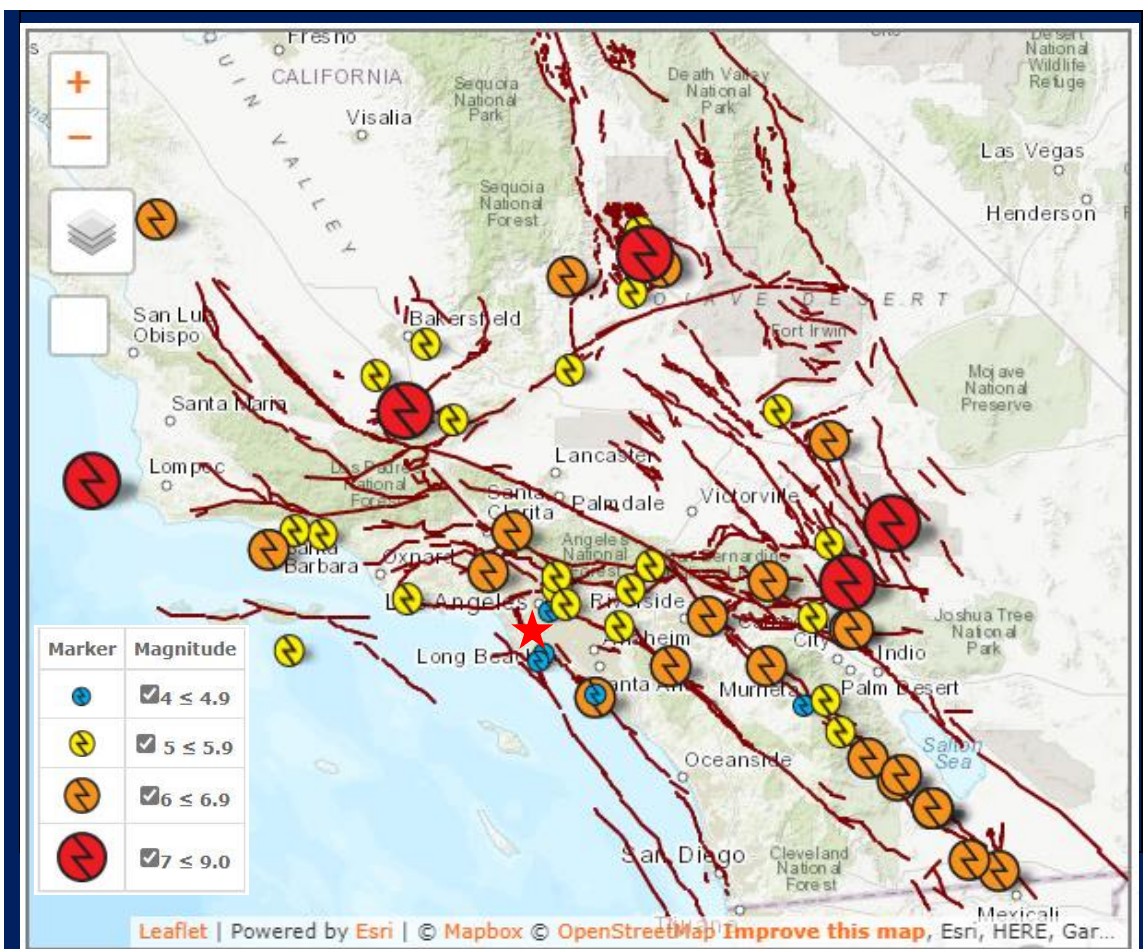


Figure 3.1: Southern California Historic Earthquakes Map

[Southern California Earthquake Data Center at Caltech](#)

3.3.3 Earthquake Probability, Frequency, and Magnitude

The Steering Committee ranked earthquake as one of the greatest threats to the City. The City is located in a seismic fault zone near the Newport-Inglewood Fault according to a Preliminary Alquist-Priolo Earthquake Fault Zone map provided by the California Department of Conservation website and is located in a moderately high seismic risk zone.

Fault Zones

There are many faults and fault zones throughout Southern California. After reviewing maps of the United States, California and specifically the Southern California area, the research showed potential earthquake areas that could impact the City. Faults that were reviewed include: the San Andreas, Newport-Inglewood, Rose Canyon, Cristianos, San Joaquin Hills, Rose Canyon, Coronado Bank, Whittier-Elsinore, Palos Verdes, San Diego Trough, and San Clemente Faults. These faults, all considered active, are capable of producing earthquakes in the 4.5 – 8+ magnitude range. This report focused on the four faults that could most seriously impact the area.

1. San Andreas Fault
2. Newport-Inglewood Fault
3. Whittier-Fault
4. Palos Verdes Fault

A major earthquake along any of these four faults could result in substantial casualties and damage resulting from collapsed buildings, damaged roads and bridges, fires, flooding, and other threats to life and property. There may still be unmapped earthquake faults throughout Southern California that could also affect the City. Figure 3.1 provides the local earthquake faults in the City and Southern California areas. In addition, Tables 3.7 through 3.11 give fault specific information from the Southern California Earthquake Data Center for local faults that could affect the City.

The San Andreas Fault

Table 3.7: San Andreas Fault Information

Type of fault:	Right-lateral strike-slip
Length:	1200 kilometers (km)
Nearby Communities:	Parkfield, Frazier Park, Palmdale, Wrightwood, San Bernardino, Banning, Indio
Last Major Rupture:	January 9, 1857 (Mojave segment); April 18, 1906 (Northern segment)
Slip rate:	20-35 millimeters/year (mm/yr.)
Interval Between Major Ruptures:	Average of about 140 years on the Mojave segment; recurrence interval varies greatly from under 20 years (at Parkfield only) to over 300 years
Probable Magnitudes:	6.8 to 8.0
Distance and Direction from City:	Approximately 100 miles east

Source: [Southern California Earthquake Data Center at Caltech](#)

This fault marks the boundary between the North American and Pacific tectonic plates and is capable of producing earthquakes in the magnitude 8+ range. It has been scientifically determined through a carbon dating process that a major earthquake on this fault has occurred approximately every 145 years plus or minus 20 years. The last major earthquake on the Mojave segment of the fault occurred in 1857 (165 years ago as of 2022). The San Andreas Fault is considered one of the most active faults in the world today, and a major earthquake up to an 8.3 magnitude is expected to occur again within the next 20 years. The Fault traverses the Southern California region and is located approximately 100 miles east of the City. The ground shaking of an 8.3 magnitude earthquake on the Southern San Andreas Fault would result in serious damage in Southern California, including the City.

The Newport-Inglewood Fault

Table 3.8: Newport-Inglewood Fault Information

Type of fault:	Right lateral: local reverse slip associated with fault steps
Length:	75 km
Nearby Communities:	Culver City, Inglewood, Gardena, Compton, Signal Hill, Long Beach, Seal Beach, Huntington Beach, Newport Beach, Costa Mesa
Last Major Rupture	March 10, 1933, M_w 6.4
Slip rate:	0.6 mm/yr.
Interval Between Major Ruptures:	Unknown
Probable Magnitudes:	6.0-7.4
Distance and Direction from City:	Approximately 2 miles east

Source: [Southern California Earthquake Data Center at Caltech](#)

The Newport-Inglewood Fault is considered the second most active fault in California. It runs from the City of Inglewood through the City of Huntington Beach and out into the Pacific Ocean in the Newport Beach area. At its closest point, the fault lies about 8 miles southwest of the City. This fault is capable of producing earthquakes in the range of 6.3 to 7.5 magnitude. The 6.5 magnitude, 1933 Long Beach earthquake, occurred on the Newport-Inglewood fault causing 120 deaths and severe damage. Unreinforced masonry buildings collapsed leaving people trapped beneath the rubble.

Earthquakes are to be considered a major threat to the City. When scientists refer to the San Andreas Fault, they often call it “The Big One.” In 1990, the Los Angeles Times newspaper did a series of articles on the Newport-Inglewood Fault and described it as “The Bigger One.” Both faults would cause considerable damage; however, a 7.5 magnitude Newport-Inglewood earthquake could be more severe to the City of Gardena than an 8.3 on the San Andreas due to the fault’s proximity to the City. The cost estimates of damage

are much greater for the Newport-Inglewood worst-case scenario than the San Andreas worst-case scenario.

Whittier-Elsinore Fault

Table 3.9: Whittier-Fault Information

Type of fault:	Right-lateral strike-slip with some reverse slip
Length:	40 km
Nearby Communities:	Yorba Linda, Hacienda Heights, Whittier
Most Recent Surface Rupture	Holocene
Slip rate:	Between 2.5 and 3.0 mm/yr.
Interval Between Major Ruptures:	Unknown
Probable Magnitudes:	6.0-7.2
Distance and Direction from City:	Approximately 15 miles northeast

Source [Southern California Earthquake Data Center at Caltech](#)

The Whittier Fault runs along the Chino Hills range between Chino Hills and Whittier. Earthquakes with surface rupture on the Whittier Fault are estimated to have return intervals for a M6.5 and M7.5 of 100 and 1,200 years, respectively. An unpublished paleoseismic investigation suggests that the Whittier segment has not moved for 2,000 years. Since the average interval between major characteristic (extreme) events on the Whittier segment is estimated to be on the order of 1,200 years, the fault is considered long overdue. The Whittier fault joins the Chino Fault near Prado Dam where they merge into the Elsinore Fault.

Table 3.10: Elsinore Fault Information

Type of fault:	Right-lateral strike-slip
Length:	180 km
Nearby Communities:	Temecula, Lake Elsinore, Julian
Last Major Rupture	May 15, 1910; Magnitude 6.0
Slip rate:	Roughly 4.0 mm/yr.
Interval Between Major Ruptures:	Roughly 250 years
Probable Magnitudes:	6.5-7.5
Distance and Direction from City:	Approximately 15 miles east

Source: [Southern California Earthquake Data Center at Caltech](#)

The Elsinore Fault trends along the eastern base of the Santa Ana Mountains and is one of the largest in Southern California, and in historical times, has been one of the quietest. The main trace of the Elsinore Fault has only seen one historical event greater than magnitude 5.2, which was the M6.0 Elsinore Earthquake of 1910.

At the northern end, the fault splays into several faults, creating the Whittier-Elsinore Fault Zone about 15 miles east of the City. A “characteristic” Magnitude M6.9 on the northwest segment of the Whittier-Elsinore Fault Zone has been estimated to have a return period of 450 years. This “characteristic” earthquake would be expected to cause ground movement on the order of 3 to 6 feet, with peak horizontal ground accelerations up to one multiplier of gravity (1 g). Most structures built prior to 1997 were designed to withstand peak ground accelerations, described in further detail below, of up to 0.4 g, so a “characteristic” earthquake along this fault zone would have devastating consequences.

Palos Verdes Fault

Table 3.11: Palos Verdes Fault Information

Type of fault:	Right-reverse
Length:	Roughly 80 km
Nearby Communities:	San Pedro, Palos Verdes Estates, Torrance, Redondo Beach
Most recent surface rupture:	Holocene offshore; Late Quaternary onshore
Slip rate:	Between 0.1 and 3.0 mm/yr.
Interval between major ruptures:	Unknown
Probable magnitudes:	6.0 – 7.0 (or greater); fault geometries may allow only partial rupture at any one time.
Distance and Direction from City:	Approximately 8 miles south

Source: [Southern California Earthquake Data Center at Caltech](#)

The Palos Verdes Hills Fault is capable of a 6.0 to 7.0 magnitude earthquake. It has two main branches and continues southward as the Palos Verdes-Coronado Bank Fault Zone.

This fault is located off the coast of Redondo Beach and Torrance, and continues southward through the Palos Verdes peninsula and offshore, outside the San Pedro Bay. The issue of concern is the fault causing shaking and liquefaction within the City.

Peak Ground Acceleration

Peak Ground Acceleration (PGA) mapping represents peak horizontal acceleration of the ground on firm-rock conditions. The approach of representing peak horizontal ground acceleration on firm-rock is a common and widely used method of showing ground accelerations. The development of probabilistic acceleration maps is a result of three types of basic input parameters:

- 1) Attenuation of ground shaking with distance from the earthquake source.
- 2) Frequency of earthquakes within an area or region, termed recurrence; and

3) The character and extent of regions and faults that generate earthquakes.

According to the following Peak Ground Acceleration Map, the City is located in an area that will experience a PGA ranging from 0.50 g to 0.70 g with 10% exceedance in 50 years (0.0021 annual probability).

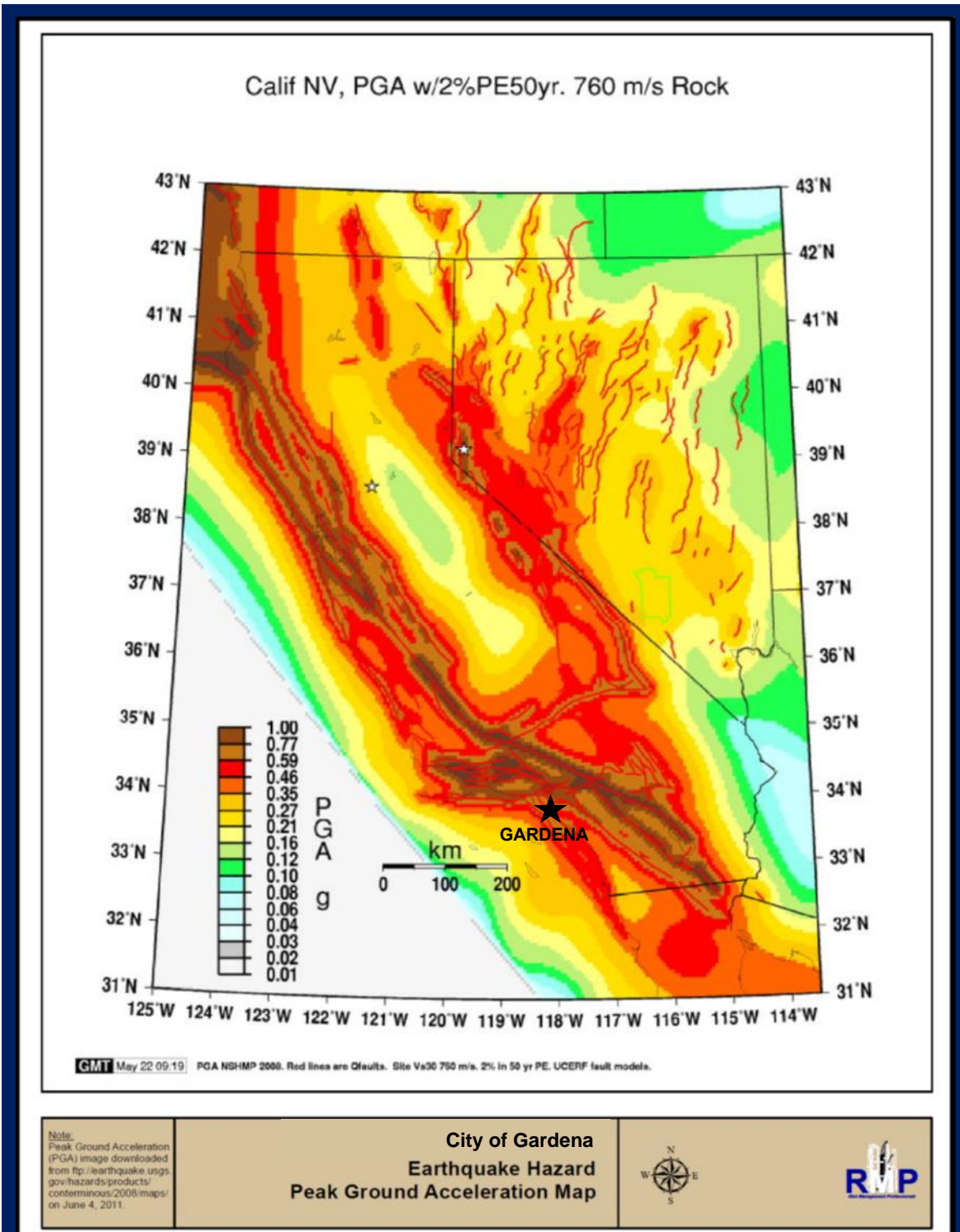











Figure 3.3: City of Gardena Peak Ground Acceleration Map

According to Table 3.12 below (provided by the United States Geographic Survey), this PGA Value is typically associated with a 6.9 magnitude earthquake. Thus, there is a 0.21% annual possibility of a 6.9 magnitude earthquake affecting the City.

Table 3.12: Mercalli Intensity and Corresponding Peak Group Acceleration

Mercalli Intensity	Richter Intensity	Acceleration (%g)	Velocity (cm/s)	Perceived Shaking	Potential Damage
	3.5	< 0.17	< 0.1	Not Felt	None
	4.2 – 4.3	0.17 - 1.4	0.1 - 1.1	Weak	None
	4.8	1.40 – 3.9	1.1 - 3.4	Light	None
	4.9 – 5.4	3.9 - 9.2	3.4 - 8.1	Moderate	Very light
	5.5 – 6.0	9.2 - 18	8.1 - 16	Strong	Light
	6.1	18 - 34	16 - 31	Very Strong	Moderate
	6.2	34 - 65	31 - 60	Severe	Moderate to Heavy
	6.9	65 - 124	60 - 116	Violent	Heavy
	> 7.0	> 124	> 116	Extreme	Very Heavy

The City has been impacted by earthquakes numerous times over the years. Typical of many locations in Southern California, seismic building standards have prevented these earthquakes from causing any severe damage within the City. However, as noted above, the potential for a large-scale earthquake is possible. Based on data the proximity of identifies fault lines and the information demonstrated in the PGA maps, it is clear the whole community are at risk to the impacts of an earthquake event. Given the frequency, and likelihood, of earthquake occurrences in the area coupled with the possibility for a large-scale scenario, the City has ranked earthquakes as one of the hazards with highest vulnerability for the City.

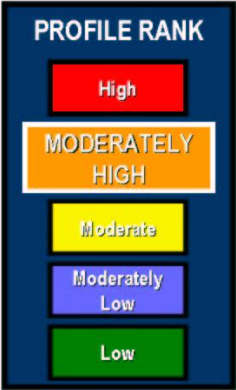
Impacts to Sensitive Populations

In the event of an earthquake, sensitive populations may be impacted to a greater extent than others in the community. An earthquake may cause infrastructure /systems damage as well as loss of equipment, which would restrict access and use of facilities that cater to high-risk members of the community. Some facilities such as the Gardena Memorial Hospital, Rosecrans Care Center, and the Clear View Nursing home house the elderly population. In addition, there are multiple preschools and elementary schools scattered throughout the city. Since these facilities are spread out throughout the region, there is no way for the city to know which of these is more likely to be impacted. Therefore, the city can assume that the sensitive population will be impacted equally since we cannot predict where an earthquake would occur. It is useful to note that the City and County emergency plans will include considerations for sensitive populations for response in the event of an earthquake.

3.4 Hazardous Material Release Hazard Profile

Hazardous Material Release Risk Assessment Summary

Risk Rank: Moderately High

Probability/ Frequency:	Rare event - occurs less than once every 50 years	 <p>The diagram shows a vertical stack of five colored boxes representing risk levels: High (red), MODERATELY HIGH (orange), Moderate (yellow), Moderately Low (purple), and Low (green). The 'MODERATELY HIGH' box is highlighted with a white border.</p>
Consequence/ Severity:	Extensive building damage, widespread loss of lifelines (water, gas, electricity, sanitation, roads), loss of life	
Vulnerability:	Widespread damage area, significant secondary impacts, no warning time	
Hazard Risk Rank Score:	25	

3.4.1 Hazardous Material Release Information and Background

Hazardous materials include hundreds of substances that can potentially pose a significant risk to the general population if released. These substances may be highly toxic, reactive, corrosive, flammable, radioactive or infectious. They are present in nearly every community in the United States where they may be manufactured, used, stored, transported, or disposed. According to reports obtained through the Toxic Release Inventory (TRI) Program, there are thousands of hazardous material release events annually that contaminate air, soil, and groundwater resources. These events can potentially trigger millions of dollars in clean-up costs, human and wildlife injuries, and occasionally human deaths.

Accidents which result in chemical clouds or release of hazardous materials into public water or sewer systems may affect outlying neighborhoods or the community at large. Depending upon the scale of the release, large segments of the residential and business

populations may need to be evacuated quickly for extended periods of time. Effective emergency planning with regard to hazardous materials, therefore, requires the concentrated efforts of the Fire and Police Departments as well as other public safety officials and private organizations such as the Red Cross. Hazardous material releases may occur from any of the following:

Table 3.17: Types of Hazardous Material Incidents

Fixed-Site	Includes all releases involving the production and manufacturing, handling, and storage of a hazardous product at a single facility as well as any releases that may occur at a designated hazardous waste disposal site.
Transportation	Includes all releases that occur while the product is in transit from one facility to another or en route to be disposed of at a designated hazardous waste disposal site, of which the main concerns for the City of Gardena are the 405, 105, 110, and 91 freeways.
Intentional Spills and Releases	Includes all criminal acts and acts of terrorism in which a hazardous material is used to intentionally cause injuries and/or fatalities, damage the environment and/or property, or advance a political or social agenda. Adversarial Events and Weapons of Mass Destruction will be discussed in further detail in the Adversarial Events section of this document.

In response to concerns over the environmental and safety hazards posed by the storage and handling of toxic chemicals, Congress passed the Emergency Planning and Community Right to Know Act (EPCRA) in 1986. To reduce the likelihood of hazardous material releases, EPCRA established specific requirements on federal, state, and local governments, Indian tribes, and industry to plan for hazardous materials emergencies. EPCRA's Community Right-to-Know provisions help increase the public's knowledge and access to information on chemicals at individual facilities, their uses, and releases into the environment. States and communities working with facilities can use the information to improve chemical safety and protect public health and the environment. Under EPCRA, hazardous materials must be reported to the Environmental Protection Agency (EPA), even if they do not result in human exposure.

Hazardous material releases may include the following.

- Air emissions (e.g., pressure relief valves, smokestacks, broken pipes, water, or ground emissions with vapors)
- Discharges into bodies of water (e.g., outflows to sewers, spills on land, water runoff, contaminated groundwater)
- Discharges onto land
- Solid waste disposals in onsite landfills
- Transfer of wastewater to public sewage plants
- Transfers of waste to offsite facilities for treatment or storage

In addition to accidental human-caused hazardous material events, natural hazards may cause the release of hazardous materials and complicate response activities. The impact of earthquakes on fixed facilities may be particularly damaging due to the impairment of the physical integrity or even failure of containment facilities. The threat of any hazardous material event may be magnified due to restricted access, reduced fire suppression and spill containment, and even complete cut-off of response personnel and equipment.

In recognition of the dangers associated with keeping hazardous substances, the California State legislature has enacted several laws regulating the use and transport of identified hazardous materials. In particular, Chapter 6.95 of the Health and Safety Code requires all businesses using these materials to inform local government agencies of the types and quantities of materials stored on site. This disclosure enables emergency response agencies to respond quickly and appropriately to accidents involving dangerous substances. Chapter 6.95 of the California Health and Safety Code and Title 19 of the California Code of Regulations describe the requirements for chemical disclosure, business emergency plans, and community right to know programs. According to these state requirements, a business that uses or handles hazardous materials in amounts equal to or greater than 55 gallons, 500 pounds or 200 cubic feet at any one time must prepare a business emergency plan and chemical inventory. The inventory must be updated annually, and the business plan must be updated every two years. The chapter also has incorporated certain requirements from Federal Superfund Amendments and Reauthorization Act (SARA) Title III for chemicals designated as acutely hazardous. In addition, these regulations apply to industrial accidents, refinery explosions and incidences of high-volume releases.

3.4.2 Hazardous Material Release History

According to the Emergency Response Notifications System (ERNS), there have been a total of 2,683 spills and accidents in California during 2010. As illustrated in the table below, the majority of these incidents were caused by mobile vehicles, which represent a substantial threat to the City.

ERNS Spills and Accidents in California in 2010	
Type of Incident	Number of Incidents
Fixed site (e.g., incident at a building)	922
Continuous release	2
Storage tank, drilling platform, or pipeline	223
Unknown sheen on water	546
Mobile vehicle (plane, truck, train, ship, etc.)	990
Other or unknown	0
Total	2,683

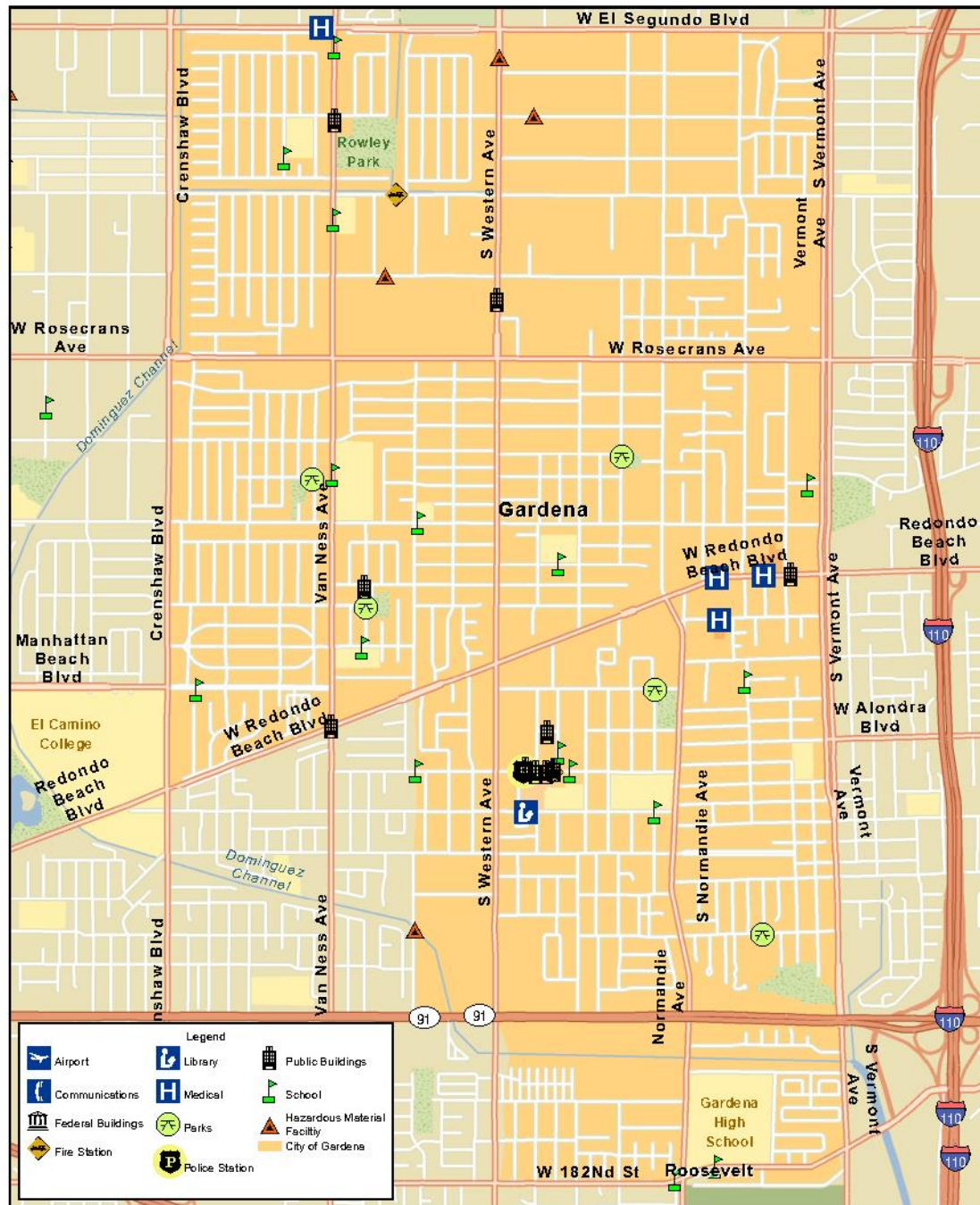
3.4.3 Hazardous Material Release Probability, Frequency, and Magnitude

The following table provides a list of potential sources for hazardous materials releases within the City. In addition, the map following the table depicts the locations of these facilities.

Hazardous Material (Hazmat) Facility Locations	
Facility Name	Address
Coast Plating, Inc.	128 W 154 th St.
Coronet Manufacturing Co., Inc.	16210 S Avalon Blvd.

Hazardous Material (Hazmat) Facility Locations	
Facility Name	Address
Mechanical Metal Finishing	15220 S Broadway
Scigen Scientific, Inc.	333 E Gardena Blvd.
Spectrum Chemical & Laboratory Products	14422 S San Pedro St.
Grow More, Inc.	15600 New Century Dr.
Sunstate Equipment Co., LLC-Carson	17310 S Main St.
PB Fasteners	1700 W 132 nd St.
Sonic Plating Co.	1930 W Rosecrans Ave.
GoldCo Manufacturing Inc.	1448 W 135 th St.
Adcock Manufacturing Corporation	1550 W 132 nd St.
Brek Manufacturing	1513 W 134 th St.
Torrance Refining Company*	3700 W. 190 th St. Torrance, CA

Note: Although the Torrance Refinery is not within the City boundaries, it was included in this list as incidents at the location are expected to have the potential to impact to the City.



Hazardous Material Facility Locations Map

Hazardous materials are transported across the City, which poses a hazard should there be loss of containment. It is important to note that hazardous material emergencies occur during transportation and all major highways are susceptible to releases of toxic and flammable chemicals. While there is currently no mechanism to assign a probability of a fixed-site or transportation hazardous material emergency, it is important to consider a relatively high likelihood of occurrence and conduct planning and training accordingly. The map on the following page provides an overview of the transportation corridors throughout the City, including Interstates 105, 405, 110 and 91, which are considered major shipping and transportation routes.

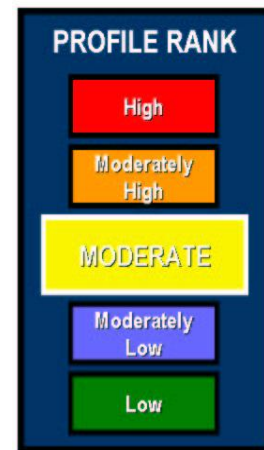
One major concern for the City is the potential for a hazardous material release from the Refinery in Torrance, California, due to its close proximity to the City. On February 18, 2015, ignition of hydrocarbons in the Electrostatic Precipitator (ESP) led to an explosion that resulted in a near-miss event in the modified hydrofluoric acid (MHF) alkylation unit, where a tank containing tens of thousands of pounds of MHF was nearly missed from the flying debris. In the case of a potential release from the Refinery, there is a fair likelihood that the offsite impact may affect areas within the City boundaries; nevertheless, as the Refinery is located outside of City boundaries, it may be safe to assume that when a hazardous material release occurs, the City would encounter a more minor impact than what is expected in the City of Torrance.

3.5 Pipeline Failure Hazard Profile

Pipeline Failure Risk Assessment Summary

Risk Rank: Moderate

Probability/ Frequency:	Rare event - occurs less than once every 50 years
Consequence/ Severity:	Extensive building damage, widespread loss of lifelines (water, gas, electricity, sanitation, roads), loss of life
Vulnerability:	Moderate damage area, moderate secondary impacts, moderate warning time
Hazard Risk Rank Score:	20



3.5.1 Pipeline Failure Information and Background

Pipeline transport is an economic method for transporting large quantities of oil or natural gas over land. Where possible, pipelines are built above the surface; however, in more developed, urban, or environmentally sensitive area they are buried underground. The oil and natural gas infrastructure is utilized to provide resources for national defense, heating and cooling homes, generating power for business, and providing fuel. The City of Gardena has oil and gas underground pipelines.

Government regulations require that buried fuel pipelines must be protected from corrosion. Typically, corrosion control is by use of pipeline coating in conjunction with cathodic protection. Natural gas can explode when mixed with air in certain concentrations and ignited by a spark or flame. The National Transportation Safety Board has documented

cases where natural gas from ruptured pipelines resulted in flash fires and explosions, causing fatalities and property damage.

3.5.2 Pipeline Failure History

Compared to other methods of fuel transportation, pipelines are considered the safest means to transport vast quantities of petroleum and natural gas (compared to rail or truck). However, failure incidents regularly occur, causing substantial losses to property and life. According to the Pipeline and Hazardous Materials Safety Administration, there has been an annual average of 290 significant pipeline failure incidents for the past twenty years. These events have resulted in a total of 260 deaths, 1,109 injuries, and over \$11,050,342,077 in property damage.

Pipeline failures are caused by a variety of factors. The most common cause is corrosion of the pipeline. Corrosion weakens the structural integrity of the pipeline and makes it more susceptible to rupture and failure. Accidental rupture at a construction site from excavation is another common failure cause. Many natural gas and oil pipelines are buried underground, becoming a potential hazard for excavation projects. Other sources of failure include natural forces such as earthquakes, equipment failure and operations failure, materials failures, including defects and fatigue, and weld failures, as occurred in the well-known 2010 San Bruno pipeline explosion. No pipeline failures have occurred within the City of Gardena; however, the prevalence of hazardous and flammable gas and liquid distribution pipelines throughout the City gives the potential for a future event.

2010 San Bruno Pipeline Explosion

On September 9, 2010, a 30-inch steel natural gas transmission pipeline owned by Pacific Gas and Electric (PG&E) ruptured in a residential neighborhood in San Bruno, California. The rupture released approximately 47.6 million standard cubic feet of natural gas. The released gas then ignited, resulting in an explosion and fire that killed 8, injured 60, and forced the evacuation of many more people. The fire also caused substantial property damage, destroying 38 homes, and damaging 70 homes. The rupture created a crater 72 feet long by 26 feet wide in the middle of the street. The ruptured pipe segment was 28 feet long, weighed approximately 3,000 pounds, and was found 100 feet from the crater.



An investigation was immediately conducted by the National Transportation Safety Board (NTSB). A review of PG&E records revealed that the pipeline had been labeled in PG&E drawings as seamless API 5L Grade X42 pipe. However, upon examination of the ruptured pipe segment, the NTSB found that it was actually constructed of smaller segments of pipe of unknown origin welded together. The NTSB concluded that the poorly welded pipe section had a visible seam weld flaw that grew over time. As a result, the pipe was not as strong as the listed API 5L Grade X42 steel pipe and ruptured under increased pressure during electrical maintenance at the Milpitas Terminal.

2012 Richmond Refinery Fire

On August 6, 2012, a piping segment at the Number 4 Crude Unit at a Chevron refinery in Richmond, California, failed, leading to a release of hydrocarbons. The hydrocarbon vapor cloud then ignited, resulting in a large, uncontrolled fire. The fire burned for several hours before being contained later that night. The picture below illustrates the smoke plume from the fire.



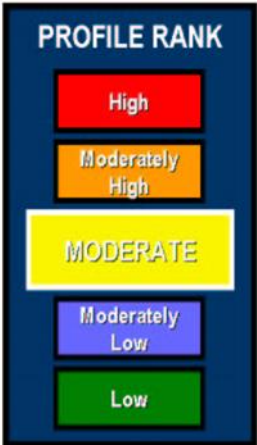
Photo taken from a Cal/OSHA presentation on 2/26/2014

Fortunately, there were no fatalities from the fire. According to the final investigation report completed by the United States Chemical Safety and Hazard Investigation Board, over 15,000 residents surrounding the refinery sought medical treatment for respiratory irritation. The incident tied up many local emergency response agencies and also shut down local service for the Bay Area Rapid Transit (BART). Although the 2012 Richmond Refinery Fire did not impact the City, the incident illustrates the potential major impacts to residential areas that a release of this magnitude could have on the City.

3.5.3 Pipeline Failure Probability, Frequency, and Magnitude

Although there is no generalized pipeline failure probability (failure is dependent upon specific pipeline construction material, joint type, soil, diameter, length, etc.), the existence of natural gas and petroleum pipelines within the City service area indicates the potential for a pipeline failure incident. One of the most common sources of pipeline incidents occurs from construction equipment rupturing or penetrating buried lines. Maintaining pipeline integrity (including replacing corroded pipelines), maintaining accurate piping maps, and ensuring adequate personnel training for construction and excavation in pipeline areas are important to prevent the occurrence of significant pipeline failures.

3.6 Windstorm Hazard Profile

Windstorm Risk Assessment Summary		
Risk Rank: Moderate		
Probability/ Frequency:	Infrequent event - occurs between once every 8 years and once every 50 years (inclusive)	
Consequence/ Severity:	Moderate building damage, minor loss of lifelines (less than 12 hours), lost time injury but no disability	
Vulnerability:	Localized damage area, minor secondary impacts, delayed hazard onset	
Hazard Risk Rank Score:	18	

3.6.1 Windstorm Hazard Information and Background

Wind can be described as the flow of air caused by a difference in air pressure within the Earth's atmosphere. Differences in atmospheric pressure cause air to move from high pressure areas to lower. The greater the difference between the two pressure areas, the greater the speed at which the air moves from one pressure area to the other. Strong winds have been known to cause minor property damage and in extreme cases destroy large structures in its path.

The Beaufort Scale is widely used to describe wind speeds based on observed ocean conditions. Since its most recent modification in the 1940s, the scale utilizes a seventeen-level system ranging from no air flow to winds that exceed 140 miles per hour (mph; 120 knots) and describe wind speeds in empirical terms. According to this scale, air speeds

during a windstorm usually fall between 65 mph (56 knots) and 72 mph (63 knots). Winds of this speed and greater have been known to cause tornado-like property damage and could inhibit utility, telecommunications, and transportation systems in and around the City of Gardena.

3.6.2 Windstorm History

To indicate the potential for a severe storm event, Table 3.19 lists an excerpt of large-scale severe storms extracted from the NOAA National Climatic Data Center, including lightning, thunderstorms, hail, fog, winter weather, and wind some of which have resulted in extensive regional damage. This list is not considered to be comprehensive, since severe storms are an annual event causing minor damages and economic disruption (closed roads, fallen power lines, etc.).

Table 3.19: Historical Severe Weather Damage in Los Angeles County

Date	Fatalities	Injuries	Property Damage (\$)
08/07/1990	0	8	0
02/23/1993	0	0	50,000
04/25/1994	0	0	5,000
03/14/1996	0	1	0
12/14/1996	1	2	0
01/20/1997	0	4	0
07/20/1998	0	1	0
05/23/1999	1	0	0
07/13/1999	0	1	0
02/23/2000	0	1	0
04/20/2001	0	1	0

Date	Fatalities	Injuries	Property Damage (\$)
07/28/2003	0	1	0
11/12/2003	0	0	3,500,000
1/07/2005	0	0	5,000,000
09/01/2007	0	0	0
09/03/2017	0	0	0
10/09/2017	0	0	0
10/15/2018	0	0	0
10/10/2019	0	0	0
12/02/2020	0	0	0
10/11/2021	0	0	0
02/07/2022	0	0	0

Note: Property Damage may not have been reported for each incident

Microbursts

As stated by the National Weather Service, a microburst is a downdraft in a thunderstorm that is less than 2.5 miles in scale. Microbursts can be driven by a number of factors including mid-level dry air entrainment, cooling beneath the thunderstorm cloud base, sublimation, and the existence of rain and/or hail within the thunderstorm. Although microbursts are not widely recognized as tornadoes, they can cause comparable, and in some cases worse, damage than some tornadoes.



In April 2000, a microburst ripped through 4.9 square miles of a The City of Paramount: less than 5 miles from the heart of the City. Hardest hit were the mobile homes where at least 141 structures were reported to have sustained damage, ranging from total loss to minor structural damage. The local Fire Department estimated at least \$843,000 in damage losses. Families were immediately placed in a Red Cross Shelter at a nearby park.

Santa Ana Winds

The Santa Ana Winds are a seasonal phenomenon in Southern California occurring between October and March. According to the California Climate Change Center, these dry winds occur when cold air moves southward into the Great Basin between the Sierra Nevada Mountain Range and the Southern California Coastal Range. The cold air mass is characterized by unusually high pressure near the land surface. As the wind moves through canyons and passes, the wind accelerates to speeds of 40 mph (35 knots) with gusts up to about 70 mph (60 knots). This phenomenon has occurred irregularly since at least the mid-1800s. While generally overlooked, Santa Ana winds have been reported to have caused property damage, power outages, blocked roads due to fallen trees, increased fire threats, and even loss of life as the result of a secondary impact.

Beaufort Wind Chart – Estimating Winds Speeds

Beaufort Number	MPH		Terminology	Description
	Range	Average		
0	0	0	Calm	Calm. Smoke rises vertically.
1	1-3	2	Light air	Wind motion visible in smoke.
2	4-7	6	Light breeze	Wind felt on exposed skin. Leaves rustle.
3	8-12	11	Gentle breeze	Leaves and smaller twigs in constant motion.
4	13-18	15	Moderate breeze	Dust and loose paper is raised. Small branches begin to move.
5	19-24	22	Fresh breeze	Smaller trees sway.
6	25-31	27	Strong breeze	Large branches in motion. Whistling heard in overhead wires. Umbrella use becomes difficult.
7	32-38	35	Near gale	Whole trees in motion. Some difficulty when walking into the wind.
8	39-46	42	Gale	Twigs broken from trees. Cars veer on road.
9	47-54	50	Severe gale	Light structure damage.
10	55-63	60	Storm	Trees uprooted. Considerable structural damage.
11	64-73	70	Violent storm	Widespread structural damage.
12	74-95	90	Hurricane	Considerable and widespread damage to structures.



Webpage: <http://www.weather.gov/iwx>

Twitter: @nwsiwx

Facebook: NWSNorthernIndiana



Beaufort Wind Scale

3.6.3 Windstorm Probability, Frequency, and Magnitude

Taking into account that Santa Ana Winds are (typically) an annual occurrence in Southern California, strong winds are very likely to continue to occur although infrequently in the City of Gardena. In the past, high winds have toppled trees, damaged traffic signals, and in rare cases caused minor injury to residents. In response, the Steering Committee determined windstorm was still a possible threat to the City and warranted inclusion in the Plan update. Figure 3.10 below provides information on the average wind speeds for the Los Angeles International Airport region.

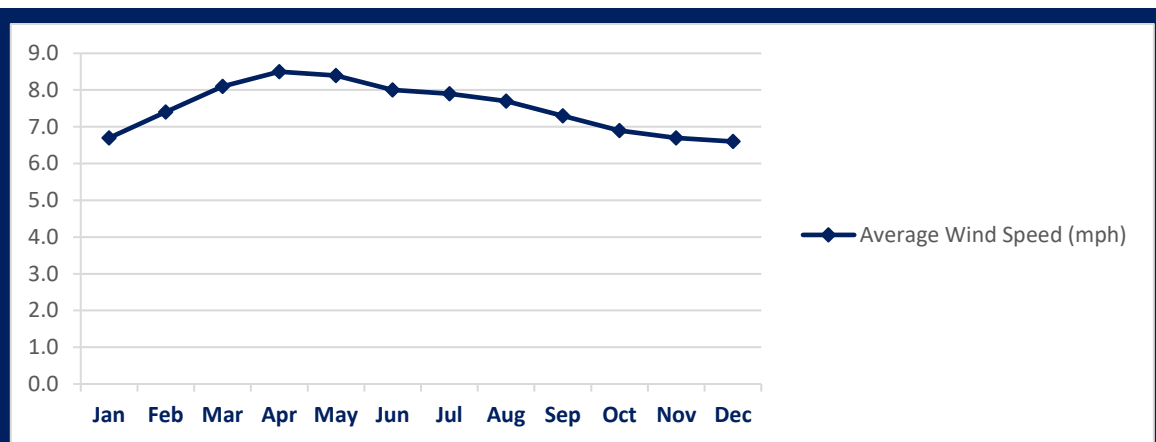


Figure 3.10: City of Gardena Average Wind Speeds

Note: Data taken from the [Western Regional Climate Center](#)

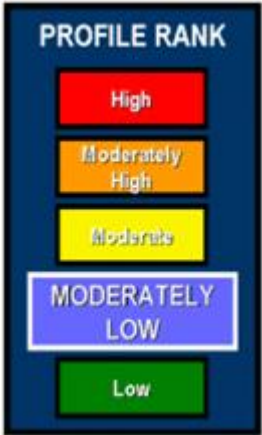
Impacts to Sensitive Populations

In the event of a windstorm, sensitive populations that are housed in special facilities in the City might be impacted to a greater extent than others. Some facilities such as the Gardena Memorial Hospital, Rosecrans Care Center, and the Clear View Nursing home house the elderly population. In addition, there are multiple preschools and elementary schools scattered throughout the city. Since these facilities are spread out throughout the region, there is no way for the city to know which of these is more likely to be impacted. Therefore, the city can assume that the sensitive population will be impacted equally since we cannot predict where a windstorm would occur. It is useful to note that the city and county emergency plans will include considerations for sensitive populations for response in the event of a severe windstorm occurring.

3.7 Disease Outbreak Hazard Profile

Disease Outbreak Risk Assessment Summary

Risk Rank: Moderately Low

Probability/ Frequency:	Rare event - occurs once every 50 years	
Consequence/ Severity:	Moderate building damage, lifeline loss (less than 24 hours), severe injury or disability	
Vulnerability:	Widespread damage area, significant secondary impacts, no warning time	
Hazard Risk Rank Score:	12	

3.7.1 Disease Outbreak Hazard Information and Background

A disease outbreak happens when a disease occurs in greater numbers than expected in a community of region or during a certain season. A pandemic is an outbreak of an infectious disease that spreads across a large region. A flu pandemic occurs when a new influenza virus emerges for which people have little or no immunity, or possibly for which there is no vaccine. The disease spreads easily person-to-person, causes serious illness, and can sweep across the country and around the world in very short time.

According to the Department of Health and Human Services, an especially severe influenza pandemic could lead to high levels of illness, death, social disruption, and economic loss. Numerous people in a wide range of locations will become seriously ill at the same time. Impacts can range from school and business closings to the interruption of basic services such as public transportation and food delivery. Additionally, a substantial percentage of

the population will require some form of medical care. Health care facilities can be overwhelmed, creating a shortage of hospital staff, beds, ventilators, and other supplies.

In order to define and prepare for an influenza pandemic, the World Health Organization (WHO) has developed a global influenza preparedness plan, which defines the stages of a pandemic, outlines the role of WHO, and makes recommendations for national measures before and during a pandemic. The pandemic phases are detailed below:

Interpandemic period:

- Phase 1: No new influenza virus subtypes have been detected in humans.
- Phase 2: No new influenza virus subtypes have been detected in humans, but an animal variant threatens human disease.

Pandemic alert period:

- Phase 3: Human infection(s) with a new subtype but no human-to-human spread.
- Phase 4: Small cluster(s) with limited localized human-to-human transmission.
- Phase 5: Larger cluster(s) but human-to-human spread still localized.

Pandemic period:

- Phase 6: Pandemic: increased and sustained transmission in general population.

3.7.2 Disease Outbreak Hazard History

There have been several major outbreaks that have resulted in many fatalities in the past. More recently however, there have been fewer outbreaks of biological diseases that cause catastrophic loss of life. However, there continue to be outbreaks of biological/human diseases.

Recent Influenza Outbreaks

Influenza (flu) season occurs every year, but some years may be worse than others when a new strain emerges. Health professionals were concerned in 2006 that the continued spread of a highly pathogenic avian H5N1 virus across eastern Asia and other countries represented a significant threat to human health. The H5N1 virus has raised concerns about a potential human pandemic because:

- It is especially virulent
- It is being spread by migratory birds

- It can be transmitted from birds to mammals and in some limited circumstances to humans, and
- Like other influenza viruses, it continues to evolve.

There was an outbreak of H1N1, known as the swine flu, in 2009. Figure 3.14 illustrates how widespread the strain became in 2009.



Figure 3.14: Nations with confirmed Cases H1N1 (August 4, 2009)

Middle East Respiratory Syndrome

Middle East respiratory syndrome (MERS) is a respiratory infection caused by a virus. The first patient found to be infected with MERS was in London in 2012. MERS is suspected to spread from an infected person's respiratory secretions through close contact. According to the WHO, as of June 2014, there have been 707 confirmed cases of MERS resulting in at least 252 fatalities. An additional 113 cases have been reported by Saudi Arabia. According to the Centers for Disease Control and Prevention (CDC), in the U.S., there have been two confirmed cases of MERS. Both were healthcare providers who recently traveled from Saudi Arabia. Even though the MERS situation in the U.S. is a low risk to the general public, the CDC is closely monitoring the situation.

Ebola

Ebola, previously known as Ebola hemorrhagic fever, is a rare and deadly disease caused by infection with one of the Ebola virus species. Researchers believe that the virus is animal-borne and that bats are the most likely reservoir. Ebola is spread through direct contact from an infected person through blood or body fluids, infected objects or through contact with infected animals. According to the CDC, there have been four cases of Ebola diagnosed in the U.S. in 2014. Of the four cases, two of them had travelled back from Africa and the other two were involved in treating one of the infected persons. The medical and public health professionals across the U.S. along with the CDC are taking precautions to ensure the Ebola situation in the U.S. is at a low risk to the general public.

2015 California Measles Outbreak

On January 5, 2015, five patients were hospitalized for suspected cases of measles all tied to December travels to Disneyland in Anaheim, California the previous year. By February 2015, 125 measles cases could be linked to the Disney theme park across several states with additional cases reported in Canada and Mexico. The event sparked national concern and exacerbated debates about vaccination rights throughout the country. Although the number of victims in this instance do not rival the MERS outbreak mentioned about, this event was close enough to the City to impact the public. Disneyland caters to more than 16 million guests annually, many of them coming from Southern California: including citizens of the City.

2020-2021 Coronavirus (COVID-19)

The novel coronavirus outbreak began in Wuhan China when, on December 31, 2019, the WHO identified a pneumonia-like illness impacting dozens. By January 11, 2020, according to [ABC NEWS](#), China reported its first death due to the Coronavirus. Ten days later, the United States confirmed its first case of the virus. According to the Center for Disease Control and Prevention (CDC), and at the time of this report, the U.S. had reported [86,168,902 cases](#) of coronavirus including victims from all 50 states.

According to [Harvard Health Publishing](#), coronaviruses are common and often are the cause of colds and other upper respiratory infections. SARS-CoV-2, short for severe acute respiratory syndrome coronavirus 2, is the official name for the coronavirus responsible for COVID-19. While severity can vary between cases, common symptoms include fever, aches, cough, fatigue, chills, headache, loss of appetite, and loss of smell. Generally, symptoms appear within six days of exposure, but in some cases, symptoms have taken

up to 13 days to materialize. Current evidence suggests, according to the [World Health Organization](#), that the virus spreads mainly between people who are in close contact with each other. A person can be infected when aerosols or droplets containing the virus are inhaled or come directly into contact with the eyes, nose, or mouth.

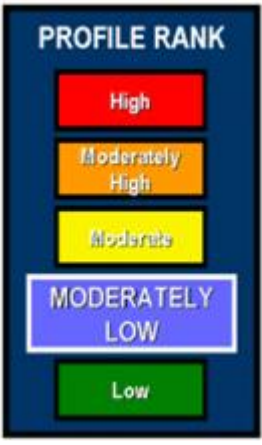
3.7.3 Disease Outbreak Hazard Probability, Frequency, and Magnitude

It is difficult to predict the probability and severity of the next biological/human disease pandemic. In contrast to many other illnesses, highly contagious disease spread rapidly and often unexpectedly. However, in light of the recent COVID-19 pandemic, the City has gained a renewed perspective on the potential for a disease outbreak scenario to impact the community. At the time of this report, the [County of Los Angeles Public Health Department](#) recorded 2,906,918 laboratory confirmed COVID-19 cases in Los Angeles County. Furthermore, the Steering Committee agreed that all areas of the City could be equally vulnerable. The City has limited medical capabilities; however, City staff will work with the Los Angeles County Public Health Department and other outside organizations in the event of an outbreak.

3.8 Urban Fire Hazard Profile

Urban Fire Risk Assessment Summary

Risk Rank: Moderately Low

Probability/ Frequency:	Rare event - occurs less than once every 50 years	
Consequence/ Severity:	Extensive building damage, widespread loss of lifelines (water, gas, electricity, sanitation, roads), loss of life	
Vulnerability:	Localized damage area	
Hazard Risk Rank Score:	10	

3.8.1 Hazard Information and Background

Fire is a rapid oxidation process that can lead to uncontrolled burning, exposing and possibly consuming structures. Fires often spread quickly and are usually signaled by dense smoke that may fill the area for miles around. Fires can be human caused through acts such as arson or can be caused by natural events such as lightning. Fires are typically classified according to the following categories:

- **Urban fires** are primarily those associated with structures and the activities in and around them.
- **Wildland fires** occur in forests or other generally uninhabited areas and are fueled primarily by natural vegetation.



- **Urban Interface fires** occur where development and forest interface, with both vegetation and structures providing fuel, and are sometimes referred to as urban-wildland interface fires.

The following factors contribute significantly to aforementioned fire behavior.

- **Slope/Topography:** As slope increases the rate of fire spread increases. In the northern hemisphere, south facing slopes are also subject to greater solar radiation, making them drier and thereby intensifying fire behavior.
- **Fuel:** Weight and volume are the two methods of classifying fuel, with volume also referred to as fuel loading. Each fuel is assigned a burn index (the estimated amount of potential energy released during a fire), an estimate of the effort required to contain a fire, and an expected flame length.
- **Weather:** Variations in weather conditions have a significant effect on the occurrence and behavior of fires.

Firestorms that occur during extreme weather (e.g., high temperatures, low humidity, and high winds) have high intensity, which makes fire suppression virtually impossible. These events typically burn until the conditions change, or the fuel is exhausted. Even small fires can threaten lives and resources and destroy properties. It is also important to note that, in addition to affecting people, fires may severely affect livestock and pets. Such events may require the emergency watering/feeding, shelter, evacuation, and even burying of animals.

Fire Secondary Events

The aftermath of a fire can be as disastrous, if not more so, than the fire. A particularly destructive fire burns away plants and trees that prevent erosion. If heavy rains occur after such a fire, landslides, ash flows, and flash floods can occur. This can result in property damage outside the immediate fire area, and can affect the water quality of streams, rivers, and lakes.

Fire as a Secondary Event

In addition to typical ignition sources for fires, earthquakes and floods have the potential to rupture buried gas lines, and high winds or accidents could cause overhead electric lines to break, creating ignition sources for fires. Catastrophic earthquakes could cause widespread urban fires, as multiple gas and electrical lines could be broken or disrupted.

3.8.2 Urban Fire Hazard History

Los Angeles County is well known as one of the world's great urban centers, but the county is also home to the 655,000-acre Angeles National Forest and a large portion of the Santa Monica Mountains National Recreational Area. Thousands of homes are located in foothill communities near these great natural areas, creating unique challenges for local fire agencies.

2018 Pico Rivera Apartment Fire

Around 4 p.m. on February 22, 2018, a fire was reported for an apartment building in the 9100 block of Burke Street. The fire, which started in the attic of the structure, quickly engulfed the first and second floors. Fortunately, only 3 injuries were reported, but around 300 residents were displaced



after more than 141 units were impacted by the fire: 45 of them with fire and smoke damage. More than 100 firefighters were dispatched to fight the flames while City officials worked with property owners to provide hotel vouchers for displaced residents. Due to the need for critical repairs, residents could not begin to return home for at least 3 to 5 days after the fire. Although specifics were not provided to the public, in the aftermath, the Los Angeles County Sheriff's Department stated that investigators believed a problem with the building's plumbing caused the fire. Pico Rivera is less than 15 miles from the City.

2018 Wildfire Season



The 2018 wildfire season in California was one of the deadliest seasons in California's recorded history. There was a total of 8,527 reported fires during this period which burned more than 1,627,652 acres according to The Sacramento Bee. Notable fires included the Thomas Fire in Santa Barbara County which burned 281,893 acres, and the Mendocino

Complex Fire which burned more than 459,000 acres, becoming the largest complex fire in

California history. Estimated damages are more than \$3 billion to clear debris and \$11.8 billion to victims according to NBC News. As temperatures began to cool in late November and the fire subsides, the death toll was estimated at around 104 that year with more injured.

2017 Canyon Fire II

On the morning of October 9, 2017, a fast-moving brush fire was noted near the 91 freeways and Gypsum Canyon Road. By noon, the fire had scorched 800 acres and by 6:00AM the following day, the fire had spread to 7,500 acres damaging at least 24 structures and dozens of homes. By the time, the fire was fully contained on October 17, 2017, 9,217 acres had been burned, 25 structured has been destroyed, and 55 more were damaged. 16,570 people had to be evacuated from their homes in Anaheim, Orange, and the City.



2017-2018 Thomas Fire

The Thomas Fire started December 4th, 2017, near Santa Paula and burned for three weeks raging across Ventura and Santa Barbara Counties. The fire consumed over 280,000 acres before it was extinguished on January 12, 2018. 8,500 firefighters from all over the United States were deployed to fight the fire and over 1,063 structures, mostly houses, were



destroyed before it was extinguished. The Thomas Fire was almost immediately followed by massive mudslides in Montecito, CA triggered by a combination of heavy rainfall and the charred landscape. On January 9th, 2018, massive flows of mud and debris traveling at 20 miles per hour demolished homes and businesses in the area.

Over 400 homes were damaged or destroyed, and 21 people were killed.

Table 3.13: Los Angeles County Historical Fires (2001-2020)

Fire Name	Date	Description
Topanga Fire	9/28/2005	The Topanga Fire burned 24,175 acres in the Chatsworth area.
Empire Fire	7/22/2006	The Empire Fire burned 1,094 acres on Catalina Island near the airport.
Quail Fire	8/13/2006	The Quail Fire burned 4,864 acres near the northbound Interstate 5 at Quail Lake Road in Gorman.
Cross Fire	8/28/2006	The Cross Fire burned 665 acres near Placerita Canyon Road and Sand Canyon Road in Santa Clarita.
Pines Fire	9/19/2006	The Pines Fire burned 113 acres in the Angeles National Forest near the Angeles Forest Highway and Angeles Crest Highway Junction.
Island Fire	5/10/2007	The Island Fire burned 4,750 acres near Avalon on Catalina Island.
Gorman Fire	5/19/2007	The Gorman Fire burned 2,500 acres at the edge of Los Padres National Forest.
Canyon Fire	7/7/2007	The Canyon Fire burned 815 acres near Agua Dulce Canyon and 14 Freeway.
North Fire	9/2/2007	The North Fire burned 2,200 acres 6 miles southwest of Acton in the Angeles National Forest.
Ranch Fire	10/20/2007	The Ranch Fire burned 58,401 acres near Townsend Peak southwest of Templin Highway and Interstate 5.
Buckweed (Agua Dulce) Fire	10/21/2007	The Buckweed (Agua Dulce) Fire burned 38,000 acres near Mint Canyon Road and Sierra Highway.
Canyon Fire	10/21/2007	The Canyon Fire burned 4,521 acres in the Malibu Canyon south of the Pacific Coast Highway.
Magic Fire	10/22/2007	The Magic Fire burned 2,824 acres near the Magic Mountain Parkway and The Old Road.

Fire Name	Date	Description
Corral Fire	11/24/2007	The Corral Fire burned 4,901 acres near Malibu Creek State Park.
Santa Anita Fire	4/26/2008	The Santa Anita Fire burned 584 acres in the mountains above the cities of Sierra Madre and Arcadia in the Angeles National Forest.
Big Horn Fire	5/13/2008	The Big Horn Fire burned 490 acres North of Mt. Baldy Village near Claremont.
Sesnon Fire	10/13/2008	The Sesnon Fire burned 14,703 acres in the Porter Ranch Community, Twin Lakes, and Indian Hills area.
Marek Fire	10/28/2008	The Marek Fire burned 4,824 acres near the West Side Little Tujunga Canyon.
Sayre Fire	11/14/2008	The Sayre Fire burned 11,262 acres near Sylmar.
Osito Fire	7/15/2009	The Osito Fire burned 304 acres north of Castaic in the Angeles National Forest.
Morris Fire	8/25/2009	The Morris Fire burned 2,168 acres by San Gabriel Canyon near Morris Dam.
Station Fire	8/26/2009	The Station Fire burned 160,577 acres over 3 weeks by Highway 2, 1.5 miles north of USFS Angeles Crest Station.
PV Fire	8/27/2009	The PV Fire burned 235 acres near Rancho Palos Verdes.
Crown Fire	7/29/2010	The Crown Fire burned 14,000 acres over 6 days, north of Sierra Highway at Anthony Road, southwest of Palmdale.
Mint Fire	9/17/2011	The Mint Fire burned 634 acres near the Sierra Highway at Mint Canyon Road, north of Agua Dulce.
5 Mile Fire	7/6/2012	The 5 Mile Fire burned 525 acres off the I-5, north of Parker Road near Castaic.

Fire Name	Date	Description
Lake Fire	05/28/2013	The Lake Fire burned 712 acres off the southbound I-5 and Lake Hughes Road.
Magic Fire	6/10/2013	The Magic Fire burned 149 acres around Magic Mtn Parkway in Valencia.
Hunters Fire	6/2/2014	The Hunters Fire burned 677 acres near the southeast shore of Lake McClure.
Gulch Fire	9/10/2014	The Gulch Fire burned 1,375 acres east of Bella Vista.
Black Fire	9/13/2014	The Black Fire burned 403 acres north of Lake Mendocino.
Highway Fire	4/18/2015	The Highway Fire burned 1,049 acres near Prado Basin.
Park Hill Fire	6/20/2015	The Park Hill Fire burned 1,791 acres east of Santa Margarita.
Swedes Fire	7/29/2015	The Swedes Fire burned 400 acres off Swedes Flat Road, 3 miles north of Bangor.
Thomas Fire	12/4/2017	The Thomas Fire burned 280,000 acres across Ventura and Santa Barbara Counties.
Rye Fire	12/5/2017	The Rye Fire burned 7,000 acres in Santa Clarita near Rye Canyon Loop.
Creek Fire	12/20/2017	The Creek Fire burned 15,619 acres 4 miles east of Sylmar.
Stone Fire	6/4/2018	The Stone Fire burned 1,352 acres near Anthony Road in Agua Dulce.
Woolsey Fire	11/8/2018	The Woolsey Fire burned 96,949 acres across many cities north of LA County.
Saddleridge Fire	10/10/2019	The Saddleridge Fire burned 7,500 acres off the 210 FWY near Yarnell Street

Fire Name	Date	Description
Tick Fire	10/24/2019	The Tick Fire burned 4,615 acres near Tick Canyon Road
Soledad Fire	7/5/2020	The Soledad Fire burned 1,300 acres near Soledad Canyon Road and the 14 Fwy
Lake Fire	8/12/2020	The Lake Fire burned 31,000 acres near Lake Hughes.
Bobcat Fire	9/6/2020	The Bobcat fire burned 115,796 acres in the central San Gabriel Mountains

Source: [Major Incident Archive – Fire Department \(lacounty.gov\)](#) (for fires after 2015)

3.8.3 Urban Fire Hazard Probability, Frequency, and Magnitude

Since the City consists of urban terrain, the expected type of fire is an urban fire. Urban fires often consume buildings with the potential to spread to adjoining buildings; however major urban fires are highly unlikely.

Wildfires are a major environmental hazard that have historically cost California more than \$800 million each year and contribute to "bad air days" throughout the state. Heat and smoke from fires can be more dangerous than the flames. Inhaling the smoke can sear the lungs, and fire also produces poisonous gases that cause disorientation and drowsiness, eventually leading to asphyxiation. As a result, asphyxiation is the leading cause of fire deaths, exceeding burns by a three-to-one ratio.

While the City has never experienced a large-scale fire, the Steering Committee included urban fire as an identified hazard after considering the following factors. In response to the 2012-2017 California drought, water conservation efforts are imperative to ensure a reliable water source. As a result, water restrictions for landscaping have left much of the plant life dry and more susceptible to fire. Should drought conditions continue, the City's vulnerability will only increase. During a Steering Committee meeting, the Committee discussed Fire response times and determined they would likely be sufficient to control most fires occurring within the City. Figure 3.6 on the following page illustrates the fire threat to the City. As shown in the figure, the expected fire hazard is low

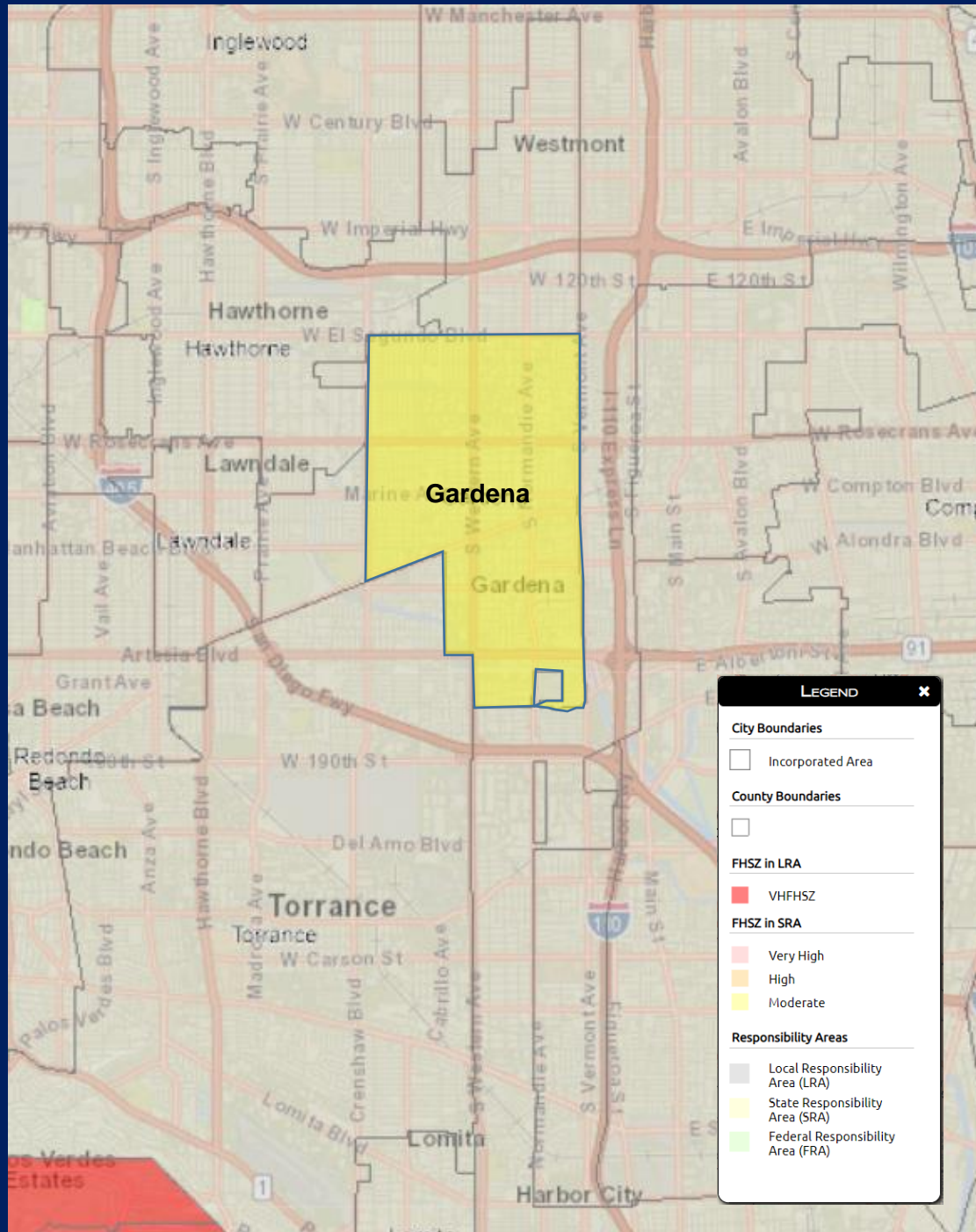
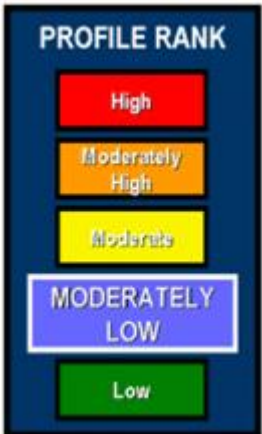


Figure 3.6: City of Gardena Fire Threat Map

3.9 Adversarial Event Hazard Profile

Adversarial Event Risk Assessment Summary		
Risk Rank: Moderately Low		
Probability/ Frequency:	Rare event - occurs more than once every 50 years	
Consequence/ Severity:	Moderate building damage, minor loss of lifelines (less than 12 hours), lost time injury but no disability	
Vulnerability:	Moderate damage area, moderate secondary impacts, moderate warning time	
Hazard Risk Rank Score:	9	

3.9.1 Adversarial Event Hazard Information and Background

Terrorism is the unlawful use of force or violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of a political or social objective.

A weapon of mass destruction (WMD) is a type of weapon that can bring significant harm to a large number of people or structures. Examples of WMD include nuclear, radiological, biological, or chemical agents. Aside from attacking local targets, terrorists might also use WMD to inflict harm on a large population.

The Federal Bureau of Investigation (FBI) has categorized two types of terrorism in the United States.

International Terrorism involves terrorist activity committed by groups or individuals who are foreign-based and/or directed by countries or groups outside the United States, or whose activities transcend national boundaries.

Domestic Terrorism involves groups or individuals whose terrorist activities are directed at elements of our government or population without foreign direction.

Well-known international terrorist groups include Islamic Fundamentalist groups, such as Islamic State in Iraq and Syria (ISIS); European terrorists, including the Red Brigade in Italy, Spain's Euskadi Ta Askatasuna (ETA), and the Japanese Red Army; separatist groups, such as Sierra Luminosa, and the "Shining Path" in Peru. Add to these a host of narco-terrorists, such as the Medellin and Cali drug cartels.

In the United States, a number of animal rights activists; environmentalist groups; white supremacists, such as the League of Aryan nations; and groups including the Covenant, Sword and Arm of the Lord, New World Order, and skinheads have been responsible for acts of terrorism on United States soil. Added to these are groups like the Klu Klux Klan; survivalists, such as the Freemen in Montana; and doomsday cults, such as David Koresh in Waco, Texas, and Jim Jones in Guyana.

There are a number of methods a terrorist may use to carry out their objective, including attacks of a chemical, biological, radiological, nuclear, explosive, and cyber nature. In addition, terrorists conduct hijackings, assassinations, armed assaults, kidnappings/hostage taking, arson fires, sabotage of critical infrastructures such as utilities and transportation, and the dissemination of confidential or otherwise sensitive information for the planning of terrorist attacks.

Chemical

Chemical agents involve the use of chemical compounds to kill or seriously injure victims. There are numerous kinds of chemical weapons, and their effectiveness is determined by a number of factors, including age, purity, weather conditions, wind direction, and means of dissemination.

Biological

Biological agents include microbes, such as bacteria or viruses, and toxins derived from plants or animals that can produce illness or death. Illegal facilities that manufacture these substances are difficult to detect because they employ fermentation technology commonly

used in the production of legitimate products such as antibiotics, vaccines, and consumables.

Radiological and Nuclear

Radiological or nuclear terrorism is the use of radioactive materials and/or nuclear explosives, as well as any terrorist actions against nuclear facilities by individuals or groups, to inflict harm on a population and advance political or social objectives. Sources of radiological material including nuclear fuel cycle waste, medical and dental equipment, military weaponry, and machines used in private industry.

Explosive

The impact of a bombing depends largely on the type, size, and placement of the device used. Additionally, a WMD in combination with an explosive device expands the lethality, physical damage, and economic disruption. The use of an explosive device can also inflict significant disruption of society through destruction of critical infrastructure and widespread fear amongst the target population.

Cyber

Cyber terrorism is a premeditated, politically motivated attack against information, computer systems, computer programs, and data which results in violence against noncombatant targets by sub-national groups or clandestine agents. Cyber terrorists can be domestic or international. Classification of being a cyber-terrorist depends on if the terrorist relies on cyber terrorism to further their cause or uses it in addition to conventional terrorism.

Additional Terrorism Methods

Additional terrorism methods include hijackings, kidnappings, and the taking of hostages; armed assaults and mass shootings; assassinations of public figures; sabotage of transportation systems and utility infrastructure; the dissemination of confidential information that would aid terrorist organizations when planning an attack; arson fires; and many other means of disrupting normal society or endangering lives and property.

3.9.2 Adversarial Event Hazard History

The United States has proven to be a high priority target for both domestic and international terrorists. Acts of terror have become increasingly alarming in their magnitude in recent years. Examples of this include the bombing of the Alfred P. Murrah Federal Building in

Oklahoma City and the attacks of September 11, 2001, on the World Trade Center complex and the Pentagon. Not all attacks, however, are at this level of intensity. The United States has also been subject to small scale attacks in the past such as the bombing at the Boston Marathon in 2013 or Las Vegas Shooting in 2017. Specifically, the City of Gardena has not been directly impacted by terrorism events in the past.

3.9.3 Adversarial Event Hazard Probability, Frequency, and Magnitude

While the City has never fallen victim to a terrorist attack, the City recognizes the potential for a terrorism event to impact the City. Given current escalating terrorism trends, the threat of a terrorist event within the United States is a credible possibility and the City ranked the probability of terrorism accordingly during the Hazard Identification Workshop. Although Gardena does not have any hard targets within the City's boundaries, the potential threat exists due to its proximity to the City and County of Los Angeles, the Los Angeles Airport, and other identified targets.

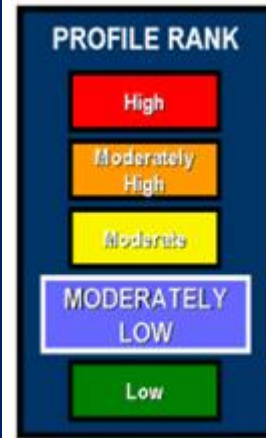
Additionally, the City of Gardena completed a Security Vulnerability Assessment to comply with the Bioterrorism Act of 2002. The Security Vulnerability Assessment evaluated the City's vulnerability to malevolent attacks, including terrorism and contamination, and developed recommendations to protect against the malevolent attacks. However, because of the security sensitive nature of the information, the terrorism risk assessment results are not repeated as part of the Hazard Mitigation Plan.

3.10 Flood Hazard Profile

Flood Failure Risk Assessment Summary

Risk Rank: Moderately Low

Probability/ Frequency:	Rare event - occurs less than once every 50 years
Consequence/ Severity:	Moderate building damage, minor loss of lifelines (less than 12 hours), lost time injury but no disability
Vulnerability:	Localized damage area
Hazard Risk Rank Score:	6



3.10.1 Flood Hazard Information and Background

According to the National Flood Insurance Program (NFIP), flood is the most common type of disaster including both man made and naturally occurring incidents in the United States. Land along rivers, streams, lakeshores, and coastlines are particularly susceptible to flooding.

The primary responsibility of the local governments during widespread flooding is to protect public safety. The second responsibility is protection of the environment followed by property such as highways, streets, bridges, and structure protection.

The types and causes of flooding that can occur within the City of Gardena are the result of:

- Heavy rains,
- Dam failure,

- Flood control channel overflow,
- Wastewater flooding within residences as a result of lift station failures,
- Coastal, tropical, and/or hurricane storms, and
- Accidents such as reservoir leaks and water main breaks.

Due to light annual rain fall and the City's location on the flood plain protecting it from channel overflow, dam failure is the most likely cause of flooding with the City of Gardena.

What are Floods?

A flood occurs any time a body of water rises to cover what is usually dry land. Floods have many causes, including heavy rains, spring snowmelt, coastal storms, and dam or levee failure. When flooding occurs, affected areas may sustain damage to structures and personal property, as well as severe damage to the environment in the form of soil erosion, deforestation and damage to utilities and transportation systems.

Floods can take several hours to days to develop. The following flood characterization designates the amount of time for response.

- **Flood Watch** – a flood is possible in the area.
- **Flood Warning** – flooding is already occurring or will occur soon in the area.
- **Flash Flood Watch** – a flash flood is possible in the area. Those affected should seek immediate shelter or higher ground.
- **Flash Flood Warning** – flooding is already occurring or will occur soon in the area. Flash floods can occur without warning, during heavy rain in mountainous regions ensure that precautions and flash flood warnings are adhered to.

Alluvial Fan Flooding

Alluvial fan flooding occurs in the steep arid or semiarid mountains found throughout California. Alluvial fans are fan-shaped deposits of eroded rock and soil carried out of mountains and into valley floors by landslides, mudslides, mudflows, and surface runoff. At the beginning of the valley, alluvial fans are steep and narrow with boulders and other coarse material. The deposited material becomes increasingly fine as the gradient decreases and the material, mainly gravel, sand and mud, spreads.

When rain falls, runoff from the canyon walls flows as a high-velocity sheet that channels into rivulets, and then to natural drainage courses. The rapidly moving water often carries

large boulders and other material from the watershed depositing them into runoff channels, blocking the flow of water. Floodwater then spills out onto the fan, with each event finding a new channel that soon fills up with deposits and overflows. Flooding in alluvial fans often can cause greater damage than clear-water flooding.

Flash Flooding

A flash flood is a rapid flooding of low-lying areas, rivers and streams that is caused by the intense rainfall associated with a thunderstorm or multiple thunderstorms. Flash floods also occur when a man-made structure, such as a dam, collapses. Flash flooding occurs when the ground under a storm becomes saturated with water so quickly that it cannot be absorbed. The runoff collects in low-lying areas and flows rapidly downhill. As a result, anything in its path is suddenly in rising water. Typically, flash floods begin with a slow-moving thunderstorm. A slow-moving thunderstorm usually takes longer to move out of the affected areas and causes the area to endure a greater amount of rainfall for a longer period of time. In addition, a thunderstorm may pass over an affected area repeatedly, dumping even more rainfall.

The heavy rainfall associated with these storm systems contributes to urban flooding in a number of ways. Primarily, heavy rainfall will often overwhelm the capacity of the conventional drainage system made up of storm drains, catch basins, sewers, and additional natural mechanisms for storm-water management. These systems typically cannot handle more than one or two inches of rainfall per hour before they begin to backup and overflow. This amount is further diminished if the storm drains, and other components of the storm-water management system, have not been adequately maintained, are clogged with debris such as trash or natural waste, or are old and in a state of disrepair. Heavy rainfall, combined with storm-water runoff, can cause local waterways to rise and overflow their banks.

3.10.2 Flood Failure History

A flood event in Los Angeles County can range from a few isolated areas where a number of streets are flooded preventing temporary access to homes and businesses, to numerous homes inundated with several feet of water causing millions of dollars of damage. Floods in the City of Gardena area can cause extensive damage to residential and business properties, parks and recreational facilities, road and highway infrastructure, and critical utility facilities.

To indicate the potential for a flooding event, Table 3.15 below, taken from National Oceanic and Atmospheric Administration's (NOAA) National Climatic Data Center, lists an excerpt of large-scale flooding events that have resulted in damage within Los Angeles County.

Table 3.15: Historical Flooding Damage in Los Angeles County

Date	Injuries	Fatalities	Property Damage (\$)	Crop Damage (\$)
02/17/1994	1	0	0	0
02/20/1994	0	0	50,000	0
01/04/1995	0	1	50,000,000	0
01/10/1995	0	0	500,000	0
02/07/1998	0	3	0	0
10/20/2004	0	1	0	0
01/09/2005	0	1	0	0
01/11/2005	0	0	2,000,000	0
02/20/2005	0	0	1,000,000	0
12/21/2005	1	0	0	0
09/22/2007	0	0	300,000	0
11/26/2008	0	0	10,000	0
01/19/2010	0	0	0	3,000,000
10/11/2012	0	0	0	0
2/28/2014	0	0	0	0
08/18/2020	0	0	0	0

Historical Flooding Events

Los Angeles County Flood of 1938

According to the Suburban Emergency Management Project, the Los Angeles County Flood of 1938 was caused by two oceanic storms that swept through the Los Angeles Basin to the San Gabriel Mountains in late February and early March of 1938. Rainfall from the two storms totaled nearly 9.5 inches over a three-day period, resulting in a large natural disaster. The flood was responsible for destroying 5,601 homes, damaging another 1,500, and killing nearly 110 people. The Los Angeles River reached a maximum flow rate of 130,000 cubic feet per second. As a result, the U.S. Army Corps of Engineers channelized the local rivers and built more flood control dams.



The above photographs are courtesy of California State University Northridge. The photograph on the left illustrates flooding of the Los Angeles River along Victory Blvd. The photograph on the right illustrates the levee failures along the Los Angeles River.

The Oroville Dam Crisis.

Built in 1968, the Oroville dam is the tallest dam in the country and forms Lake Oroville, the second largest reservoir in California. The dam and its corresponding hydroelectric power plant provide water and electricity to much of Sacramento and the surrounding area. The dam had been regarded as a marvel of modern engineering, however during the 2000's several notable environmental and civil engineering groups, including American Rivers, raised concerns regarding the dam's emergency spillway and its foundation. These concerns were largely ignored until February 2017. On February 7th, after a period of heavy rain, a large crater appeared in the main spillway causing it to fail and blocking the release of

water leading to an increase in reservoir level. This caused 188,000 people in the surrounding Butte and Sacramento counties to be evacuated. As the heavy rain continued for several days, the emergency spillway had to be used on February 11th. It quickly became clear that the emergency spillway would not withstand this event. The hillside eroded causing large chunks of the concrete spillway and sediment to be washed into the feather river.



Photo taken from American Rivers, 2020.

The environmental and economic damage caused to the surrounding communities is impossible to measure, however, in total, the repairs alone cost the State over \$1 billion. This failure threatened the lives of thousands and put at risk the electrical and water infrastructure of Northern California.

3.10.3 Flood Probability, Frequency, and Magnitude

The City is not prone to urban flooding and has not experienced a large-scale flood event. Figures 3.6 on the following page provides FEMA Flood Insurance Rate Maps (FIRM) for the City of Gardena, as well as Southern California. According to the maps, the City is located in 500-year flood plains. The 500-year recurrence intervals indicate a 0.002 annual probability of a flooding event.

Impacts to Sensitive Populations

As stated above the City is generally comprised of 500-year flood zone. As such, the City is not prone to large flood events. Although there are sensitive population housed in special facilities in the City, it is unclear whether they would be affected to a greater degree than any other resident. The facilities that house the elderly, such as the Gardena Memorial Hospital and nursing homes, and schools that are occupied by young children under the age of 5, are distributed throughout the city. As mentioned in Section 4.3 of this plan, the City has no identified repetitive loss properties for flood meaning there are no structures in the City, whether housing sensitive population or not, which are recognized as been more susceptible to flood events. As such, the City can only conclude that if sensitive populations are impacted by flood, it would be a random event and targeted pre-disaster actions would be impossible to develop. It is useful to note that the City and county emergency plans will include considerations for sensitive populations for response in the event of drought conditions and provide supplemental water resources.

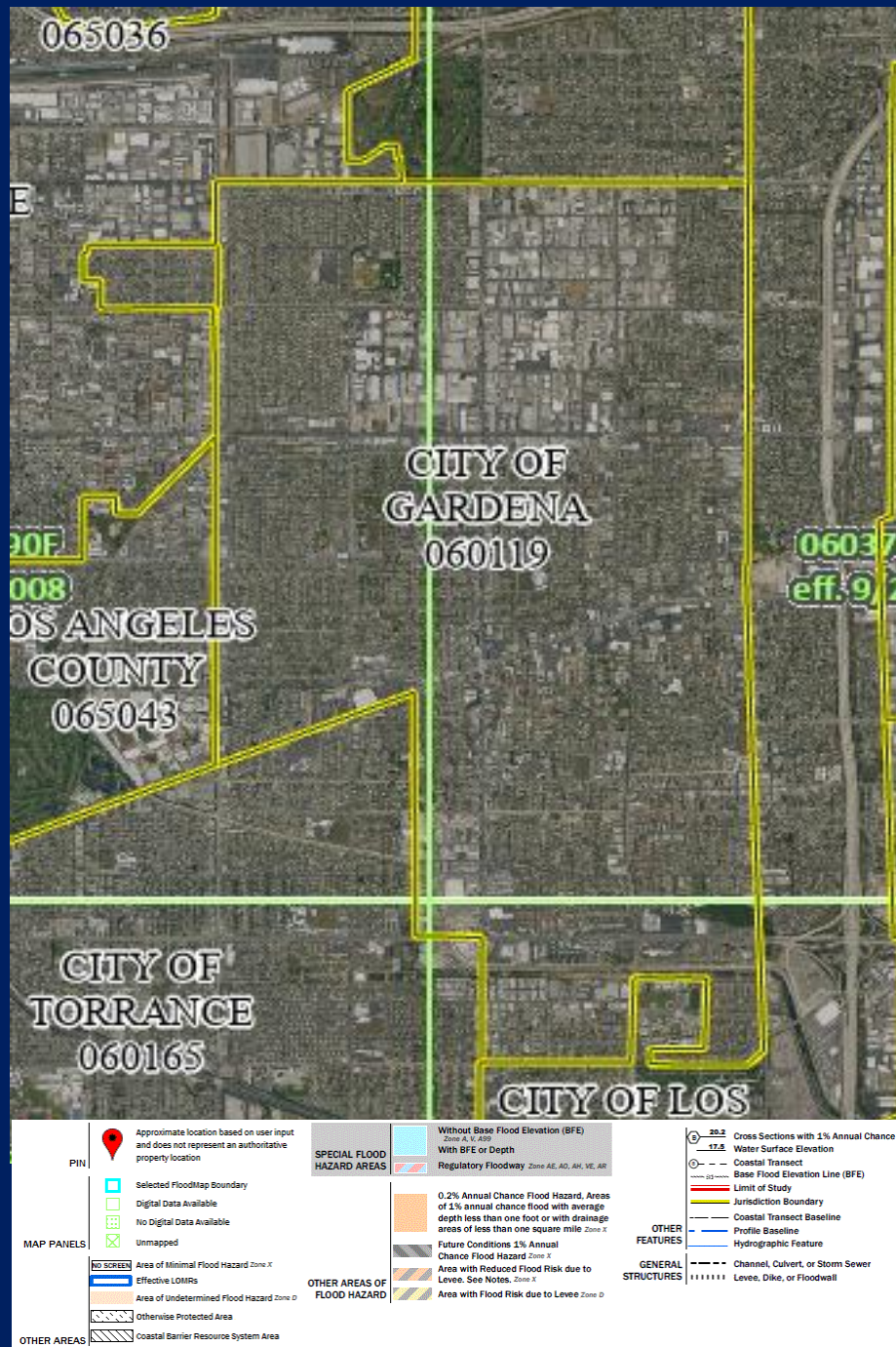
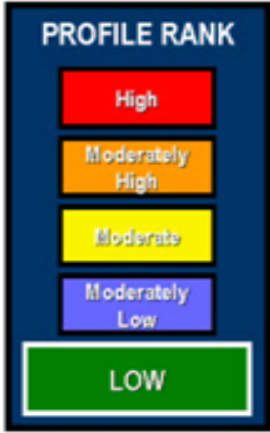


Figure 3.6: City of Gardena FEMA Insurance Rate Map (FIRM)

3.11 Drought Hazard Profile

Drought Risk Assessment Summary		
Risk Rank: Low		
Probability/ Frequency:	Regular event - occurs between once a year and once every 7 years	
Consequence/ Severity:	No damage	
Vulnerability:	No physical damage, no secondary impacts	
Hazard Risk Rank Score:	3	

3.11.1 Drought Information and Background

A drought or an extreme dry periodic climate is an extended period where water availability falls below the statistical requirements for a region. Drought is not a purely physical phenomenon, but rather an interplay between natural water availability and human demands for water supply. The precise definition of drought is made complex owing to political considerations, but there are generally four types of conditions that are referred to as drought.

- **Meteorological drought** is brought about when there is a prolonged period with less than average precipitation.
- **Agricultural drought** is brought about when there is insufficient moisture for average crop or range production. This condition can arise, even in times of average precipitation, owing to soil conditions or agricultural techniques.

- **Hydrologic drought** is brought about when the water reserves available in sources such as aquifers, lakes, and reservoirs fall below the statistical average. This condition can arise, even in times of average (or above average) precipitation, when increased usage of water diminishes the reserves.
- **Socioeconomic drought** associates the supply and demand of water services with elements of meteorological, hydrologic, and agricultural drought. Socioeconomic drought occurs when the demand for water exceeds the supply as a result of weather-related supply shortfall.

Due to the extensive nature of water supply infrastructure – reservoirs, groundwater basins, and inter-regional conveyance facilities – mitigation for the effect of short-term dry periods is implicit for most systems. Defining when a drought begins is a function of drought impacts to water users. Hydrologic conditions constituting a drought for water users in one location may not constitute a drought for water users elsewhere, or for water users having a different water supply. Individual water suppliers may use criteria such as rainfall/runoff, amount of water in storage, or expected supply from a water wholesaler to define their water supply conditions.

Drought is a gradual phenomenon. Although droughts are sometimes characterized as emergencies, they differ from typical emergency events. Most natural disasters, such as floods or wildland fires, occur relatively rapidly and afford little time for preparing for disaster response. Droughts, however, occur slowly and over a multi-year period. There is no universal definition of when a drought begins or ends. Impacts of drought are typically felt first by those most reliant on annual rainfall – ranchers engaged in dryland grazing, rural residents relying on wells in low-yield rock formations, or small water systems lacking a reliable source. Drought impacts increase with the length of a drought, as carry-over supplies in reservoirs are depleted and water levels in groundwater basins decline.

Droughts may cause a shortage of water for human and industrial consumption, hydroelectric power, recreation, and navigation. Water quality may also decline, and the number and severity of wildland fires may increase. Severe droughts may result in the loss of agricultural crops and forest products, undernourished wildlife and livestock, lower land values, and raise unemployment.

3.11.2 Drought History

As water systems are interconnected, the regional impacts of drought may have adverse impacts for the City of Gardena. Any significant rise in temperature, due to an unseasonably hot summer or perhaps the impacts of climate change, could reduce the available water supply for retailers decreasing the available water supply for the City's use. It is important to consider droughts that have occurred and currently are occurring throughout the State. Figure 3.7 provides the annual runoff in California for the last century and is provided by the United States Geological Survey.

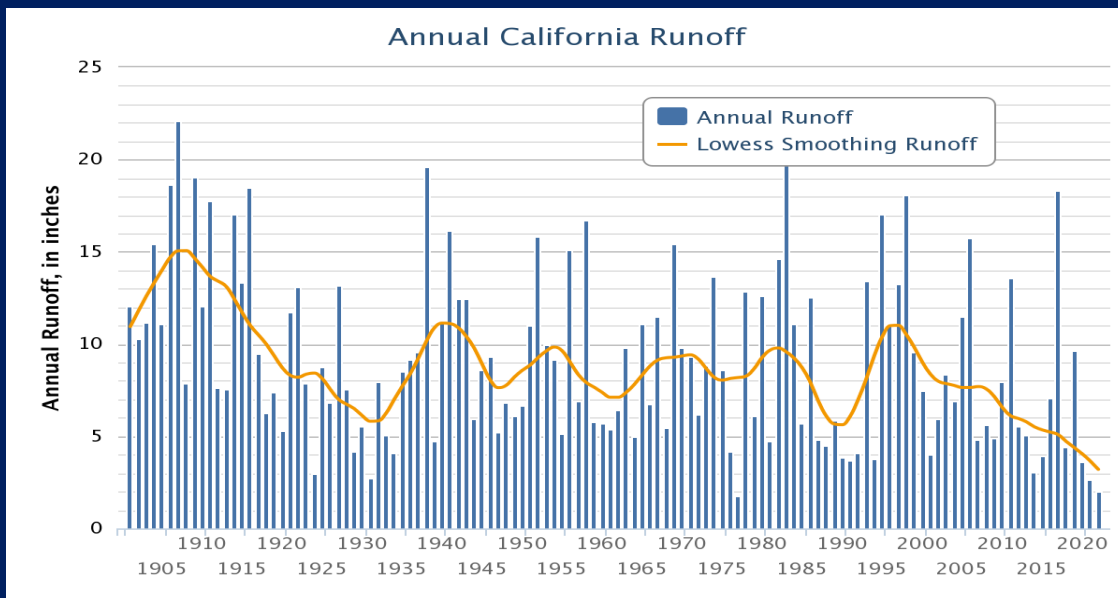
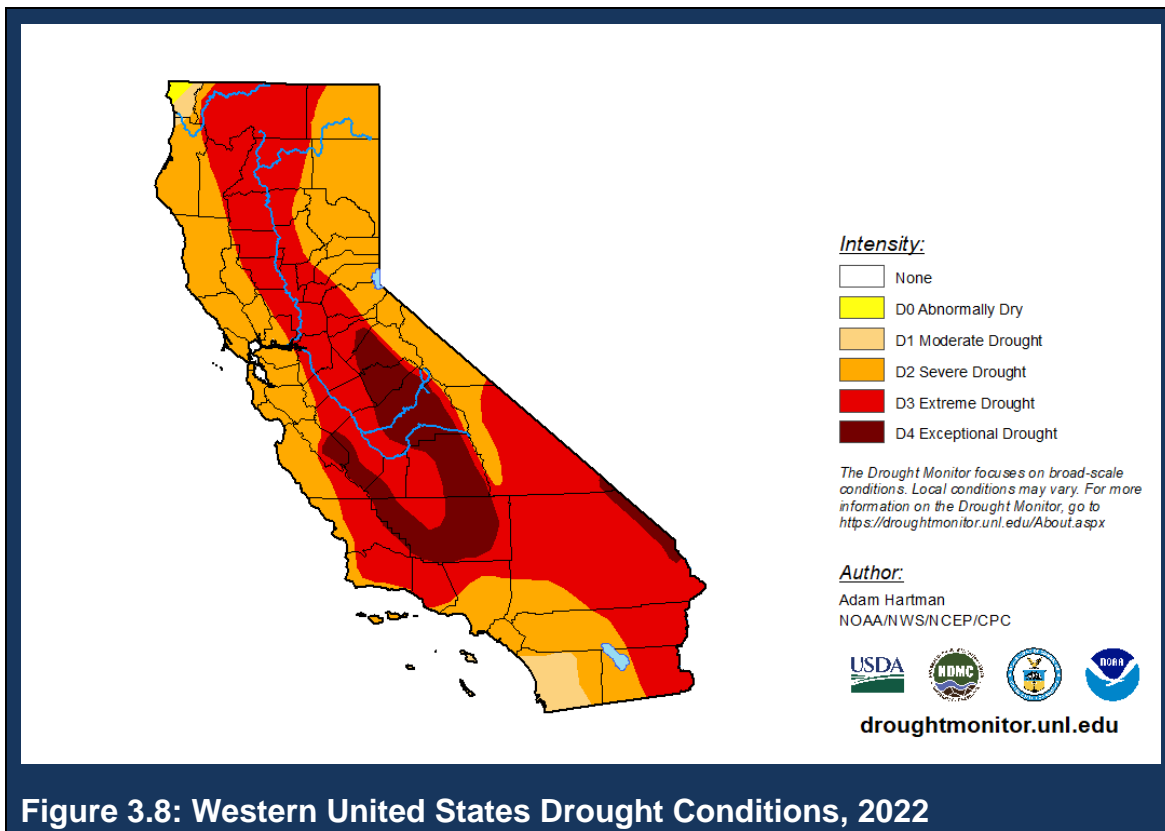


Figure 3.7: Annual Runoff in California

Figure 3.8 illustrates the current state of drought in California and is provided by the U.S. Drought Monitor.



As stated by the California Department of Water Resources, the western U.S. is entering a third year of a severe drought. After previously lifting drought restrictions on April 2nd, 2017, Governor Gavin Newsom declared a drought state of emergency on October 19th, 2021 and encouraged civilians to minimize water usage. This triggered municipalities to take preventative actions. While the City has continued to provide potable water to its residents, the County of Los Angeles has imposed conservation measures to circumvent potential drought hazards. The City will rely on the previously discussed infrastructure to maintain water services for its residents.

3.11.3 Drought Probability, Frequency, and Magnitude

For years, the City has enjoyed an abundant supply of high-quality water. However, as water demand continues to increase statewide and the supply fluctuates with current drought conditions, the City must be even more conscientious about the water supply and maximize the efficient use of this precious natural resource as the entire community is at

risk to the impacts of drought conditions. The City and the Metropolitan Water District of Southern California work closely together to evaluate new and innovative water management and supply development programs, including water reuse and recycling, recharge facility construction, ocean and brackish water desalination, surface storage, and water use efficiency programs. These efforts are helping to enhance long-term water reliability and water quality.

As a result of the inherent uncertainty in the Colorado River and State Water Project supplies given various hydrologic, environmental, and legal considerations, and the Metropolitan Water District of Southern California has undertaken several planning initiatives to broaden its water resource's reliability. The 2020 update to their Integrated Resources Plan, outlines strategies and implementation plans to better manage resources, including the development of local resources and the furthering of existing conservation efforts to meet the Water Conservation Act of 2009. These measures are anticipated to provide a buffer for member agencies to rely upon in times of drought and long-term climatic changes.

Drought and Climate Change

Increased population and exploitation of fossil fuels during the past century has led to longer and more prevalent droughts in many parts of the U.S. The global warming phenomenon has led to increased rainfall instead of snowfall in many regions resulting in increased flooding. This, combined with earlier and rapid melting of snow, has led to fluctuation in water availability and resulted in increased floods in wet regions and drought in dry regions. As Southern California temperatures rise and water sources are depleted, the potential for droughts in California, including the District's service area, are expected to continue to increase.

As mentioned in Section 3.12, City personnel would recognize decreased water supply and decreased precipitation, common impacts of climate change, as a drought scenario. As mitigation activities focused on water supply reliability are indifferent to the root cause of water shortage, the Steering Committee has chosen to blend the applicable impacts of climate change with its drought mitigation efforts. All mitigation actions for drought described in Chapter 4 also consider the impacts of climate change

Impacts to Sensitive Populations

As stated by the California Department of Water Resources, the state is entering another period of drought, populations that are housed in special facilities in the City might be affected to a greater degree than others. The facilities that house the elderly, such as the Gardena Memorial Hospital and nursing homes, and schools that are occupied by young children under the age of 5, are distributed throughout the city. Since these facilities are spread out throughout the region, there is no way for the city to know which of these is more likely to be impacted by the drought. Consequently, the city can assume that the sensitive population will be impacted equally since droughts are regional hazards expected to impact the entire City. It is useful to note that the City and county emergency plans will include considerations for sensitive populations for response in the event of drought conditions and provide supplemental water resources.

3.12 Climate Change

With the release of the updated California Adaptation Planning Guide (APG) in June 2020, the City aimed to include the effects of climate change into the Hazard Mitigation Plan update. Gardena is located in the South Coastal Region of California. As a result, the City considered the following climate change impacts as recommended by the APG:

- Increased Temperatures
- Reduced Precipitation
- Sea Level Rise
- Reduced Tourism
- Reduced Water Supply
- Wildfire Risk
- Public Health – Heat and Air Quality
- Coastal Erosion

The Steering Committee engaged in a discussion to determine which impacts posed a viable threat to the City. While some impacts clearly applied to the City, some required additional research. Studies were conducted to look at recorded trends for sea level rise, wildfire, and regional temperature increases. The result of the study was the following list of perceived, feasible impacts that might affect the City over the next 5 to 10 years:

- Increased Temperatures
- Reduced Precipitation
- Reduced Water Supply
- Fire Risk

After reviewing the results of each of these impacts, the Steering Committee decided to include hazards in the Plan update that represented how the impacts would be felt by the City. For example, increased temperatures, reduced precipitation, and reduced water supply would be recognized as a drought. Additionally, increased temperatures and reduced precipitation might result in a fire hazard. Therefore, the Steering Committee identified Drought and Urban Fire as perceived hazards. Any information regarding the effects of these impacts on the City will be found under the hazard profiles listed above.

Additionally, mitigation strategies that apply to these impacts will be classified under Drought and Urban Fire in the mitigation actions identified in Chapter 4.

3.13 Asset Inventory

§201.6(c)(2)(ii)(A): [The plan **should** describe vulnerability in terms of] the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard area

A critical step required to complete the Risk Assessment is to develop a detailed asset inventory and document potential asset damages due to each identified hazard. The calculated loss estimates will be based on the values determined during the initial asset inventory. In order to produce accurate loss estimates, the City developed a comprehensive inventory of all assets, including asset locations.

In order to develop loss estimates, specific values were assigned to the critical City facilities in the asset inventory. The following tables summarize the assigned values, as well as the sources utilized as the basis for the values including the following.

- FEMA's guidance document entitled "What is a Benefit? - Guidance on Benefit-Cost Analysis of Hazard Mitigation Projects, Draft Revision 2.0"

Replacement Values

Replacement values were provided by the City. It should be noted these values are the best estimates which could be developed at the time of this report. True replacement values would require a more in-depth assessment. These values are meant for planning purposes only.

Loss of Function Values

In order to provide a mechanism for evaluating the importance of lifelines and critical services, the following tables were used to identify per capita values for each category. Based upon the population in the City of Gardena, the following values were assigned.

Table 3.21 - Loss of Function Values Per Capita – Utilities & Lifelines

Loss of Electric Power			Cost of Complete Loss of Service	
Reduced Activity ¹	Regional	Economic	\$87	
Impacts on Residential Customers			\$101	
Total Economic Impact			\$188	
Loss of Potable Water Service			Cost of Complete Loss of Service	Cost of Water Unsafe for Drinking
Reduced Activity ¹	Regional	Economic	\$35	\$8.75
Impacts on Residential Customers			\$68	\$34
Total economic impact (all hazards)			\$103	\$43
Loss of Wastewater Service			Cost of Complete Loss of Service	Cost of Partial Treatment Only
Reduced Activity ¹	Regional	Economic	\$33.50	\$8.50
Impacts on Residential Customers			None	None
Total Economic Impact			\$33.50	\$8.50
Note: The values listed in this table were obtained from FEMA's guidance document entitled "What is a Benefit? - Guidance on Benefit-Cost Analysis of Hazard Mitigation Projects, Draft Revision 2.0"				

Future Developments

At the time of this report, the City has not received any proposals for development, so the future changes in vulnerability cannot be estimates. City staff will monitor the situation and roll a hazard review into future proposed developments

Table 3.23 - Asset Inventory Summary – City of Gardena

Type	Name	Address	Square Footage	TOTAL
Police Station	Gardena Police Department	1718 West 162nd St Gardena, CA 90247	23,147	\$4,763,500.00
Fire Station	Fire Station #158- Headquarters	1650 W 162nd St. Gardena, CA 90249	17,975	\$2,110,600.00
Fire Station	Fire Station #159	2030 W 135th St Gardena, CA 90249	5,587	\$5,110,600.00
Library	Gardena Mayme Dear Library	1731 W. Gardena Blvd Gardena, CA 90247	1,500	\$311,820.00
Public Buildings	City Hall	1700 West 162nd St Gardena, CA 90247	27,800	\$1,444,800.00
Public Buildings	Public Works Department	1717 West 162nd St Gardena, CA 90247	8,000	\$1,444,800.00
Public Buildings	Human Services Division	1651 West 162nd St Gardena, CA 90247	20,700	\$1,083,600.00
Public Buildings	Nakaoka Community Center	1670 West 162nd St Gardena, CA 90247	18,645	\$1,444,800.00
Public Buildings	Transportation Department	13999 South Western Ave Gardena, CA 90249	25,000	\$5,647,000.00
Public Buildings	Parking Structure	1045 Redondo Beach Blvd Gardena, CA 90249	40,000	\$730,380.00
Public Buildings	Bell Park	14708 South Halldale Ave Gardena, CA 90247	1,700	\$180,600.00
Public Buildings	Freeman Park	2100 West 154th Pl Gardena, CA 90249	2,204	\$180,600.00
Public Buildings	Mas Fukai Park	15800 South Brighton Ave Gardena, CA 90247	4,428	\$180,600.00
Public Buildings	Thornburg Park	2320 West 149th St Gardena, CA 90249	1,150	\$180,600.00

Type	Name	Address	Square Footage	TOTAL
Public Buildings*	TBD - Community Center	2501 W Rosecrans Ave Gardena, CA 90249	13,644	\$6,822,000.00
Public Buildings	Rowley Park & Gymnasium	13220 South Van Ness Ave Gardena, CA 90249	17,133	\$794,640.00
Public Buildings	Arthur Lee Johnson Memorial Park	1200 West 170th St Gardena, CA 90247	5,565	\$361,200.00
Public Buildings	Army National Guard Property	Adjacent to Old Transit Station	5,000	\$903,000.00
Wastewater	Sewer Lift Station	178th St and Western Ave	300,000	\$300,000.00
Subtotal				\$32,792,140.00
Note: All Projected values were listed from FEMA's "Multi-hazard Loss Estimation Methodology, Earthquake Model, HAZUS MR5"				

Table 3.24: Loss of Function

Loss of Function / Continuity Premium (1 day) - City of Gardena				
Population: 61,027				
Category	Value Per Person	Value Per Day	Continuity Premium	Total
Fire Service	-	\$78,173.00	10	\$781,730.00
Police Service	-	\$33,227.00	10	\$332,270.00
Water Service	\$138.00	\$8,421,726.00	-	\$8,421,726.00
Electricity	\$188.00	\$11,473,076.00	-	\$11,473,076.00
Wastewater	\$33.50	\$2,044,404.50	-	\$2,044,404.50
Subtotal				\$23,053,206.50
Note: Values were listed from FEMA's "BCA Reference Guide, June 2009" except Fire Service				
Note: Fire Service values were estimated using fiscal budgeting reports provided by the City				

3.14 Loss Estimates

§201.6(c)(2)(ii)(B): [The plan **should** describe vulnerability in terms of an] estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(ii)(A) of this section and a description of the methodology used to prepare the estimate

Loss Assessment Calculations

The Steering Committee reviewed each asset category and assigned a potential percentage of damage expected due to each identified hazard. In addition, if there were identified lifeline or emergency service interruptions, the loss of function value was also included. The tables of the following pages identify each asset category, name, total value, and the percent damage/damage value for each asset. The damages for each asset are totaled for each hazard to obtain the overall loss estimate for each hazard.

Table 3.25 Los Estimates/ Vulnerability Assessment – Earthquake through Hazardous Materials Release

City of Gardena Vulnerability Assessment Calculations				Earthquake		Urban Fire		Flood		HazMat Release	
Type	Name	Address	TOTAL	% Damage	Loss Estimate	% Damage	Loss Estimate	% Damage	Loss Estimate	% Damage	Loss Estimate
Police Station	Gardena Police Department	1718 West 162nd St Gardena, CA 90247	\$4,763,500.00	50%	\$2,381,750.00	10%	\$476,350.00	1%	\$47,635.00	2%	\$95,270.00
Fire Station	Fire Station #158- Headquarters	1650 W 162nd St. Gardena, CA 90249	\$2,110,600.00	30%	\$633,180.00	1%	\$21,106.00	1%	\$21,106.00	2%	\$42,212.00
Fire Station	Fire Station #159	2030 W 135th St Gardena, CA 90249	\$5,110,600.00	30%	\$1,533,180.00	1%	\$51,106.00	1%	\$51,106.00	2%	\$102,212.00
Library	Gardena Mayme Dear Library	1731 W. Gardena Blvd Gardena, CA 90247	\$311,820.00	30%	\$93,546.00	25%	\$77,955.00	1%	\$3,118.20	2%	\$6,236.40
Public Buildings	City Hall	1700 West 162nd St Gardena, CA 90247	\$1,444,800.00	30%	\$433,440.00	1%	\$14,448.00	1%	\$14,448.00	2%	\$28,896.00
Public Buildings	Public Works Department	1717 West 162nd St Gardena, CA 90247	\$1,444,800.00	10%	\$144,480.00	20%	\$288,960.00	1%	\$14,448.00	2%	\$28,896.00
Public Buildings	Human Services Division	1651 West 162nd St Gardena, CA 90247	\$1,083,600.00	50%	\$541,800.00	1%	\$10,836.00	1%	\$10,836.00	2%	\$21,672.00
Public Buildings	Nakaoka Community Center	1670 West 162nd St Gardena, CA 90247	\$1,444,800.00	25%	\$361,200.00	1%	\$14,448.00	1%	\$14,448.00	2%	\$28,896.00
Public Buildings	Transportation Department	13999 South Western Ave Gardena, CA 90249	\$5,647,000.00	10%	\$564,700.00	20%	\$1,129,400.00	1%	\$56,470.00	2%	\$112,940.00
Public Buildings	Parking Structure	1045 Redondo Beach Blvd Gardena, CA 90249	\$730,380.00	40%	\$292,152.00	1%	\$7,303.80	1%	\$7,303.80	2%	\$14,607.60
Public Buildings	Bell Park	14708 South Halldale Ave Gardena, CA 90247	\$180,600.00	10%	\$18,060.00	1%	\$1,806.00	1%	\$1,806.00	2%	\$3,612.00
Public Buildings	Freeman Park	2100 West 154th Pl Gardena, CA 90249	\$180,600.00	10%	\$18,060.00	1%	\$1,806.00	1%	\$1,806.00	2%	\$3,612.00
Public Buildings	Mas Fukai Park	15800 South Brighton Ave Gardena, CA 90247	\$180,600.00	10%	\$18,060.00	1%	\$1,806.00	1%	\$1,806.00	2%	\$3,612.00
Public Buildings	Thornburg Park	2320 West 149th St Gardena, CA 90249	\$180,600.00	10%	\$18,060.00	1%	\$1,806.00	1%	\$1,806.00	2%	\$3,612.00
Public Buildings*	TBD - Community Center	2501 W Rosecrans Ave Gardena, CA 90249	\$6,822,000.00	30%	\$2,046,600.00	1%	\$68,220.00	1%	\$68,220.00	2%	\$136,440.00
Public Buildings	Rowley Park & Gymnasium	13220 South Van Ness Ave Gardena, CA 90249	\$794,640.00	10%	\$79,464.00	1%	\$7,946.40	1%	\$7,946.40	2%	\$15,892.80
Public Buildings	Arthur Lee Johnson Memorial Park	1200 West 170th St Gardena, CA 90247	\$361,200.00	10%	\$36,120.00	1%	\$3,612.00	1%	\$3,612.00	2%	\$7,224.00
Public Buildings	Army National Guard Property	Adjacent to Old Transit Station	\$903,000.00	30%	\$270,900.00	20%	\$180,600.00	1%	\$9,030.00	2%	\$18,060.00

City of Gardena Vulnerability Assessment Calculations				Earthquake		Urban Fire		Flood		HazMat Release	
Type	Name	Address	TOTAL	% Damage	Loss Estimate	% Damage	Loss Estimate	% Damage	Loss Estimate	% Damage	Loss Estimate
Wastewater	Sewer Lift Station	178th St and Western Ave	\$300,000.00	10%	\$30,000.00	1%	\$3,000.00	1%	\$3,000.00	2%	\$6,000.00
Fire Service			\$781,730.00	10%	\$78,173.00	100%	\$781,730.00	0%	\$0.00	100%	\$781,730.00
Police Service			\$332,270.00	10%	\$33,227.00	100%	\$332,270.00	0%	\$0.00	100%	\$332,270.00
Water Service			\$8,421,726.00	15%	\$1,263,258.90	5%	\$421,086.30	0%	\$0.00	15%	\$1,263,258.90
Electricity			\$11,473,076.00	80%	\$9,178,460.80	0%	\$0.00	0%	\$0.00	0%	\$0.00
Wastewater			\$2,044,404.50	20%	\$408,880.90	0%	\$0.00	0%	\$0.00	0%	\$0.00
				Earthquake	\$20,476,752.60	Urban Fire	\$3,897,601.50	Flood	\$339,951.40	HazMat Release	\$3,057,161.70

Table 3.26 Loss Estimates / Vulnerability Assessment – Drought through Disease Outbreak

City of Gardena Vulnerability Assessment Calculations				Drought		Pipeline Failure		Windstorm		Adversarial Events		Disease Outbreak	
Type	Name	Address	TOTAL	% Damage	Loss Estimate	% Damage	Loss Estimate	% Damage	Loss Estimate	% Damage	Loss Estimate	% Damage	Loss Estimate
Police Station	Gardena Police Department	1718 West 162nd St Gardena, CA 90247	\$4,763,500.00	0%	\$0.00	0%	\$0.00	1%	\$47,635.00	3%	\$71,452.50	0%	\$0.00
Fire Station	Fire Station #158-Headquarters	1650 W 162nd St. Gardena, CA 90249	\$2,110,600.00	0%	\$0.00	0%	\$0.00	1%	\$21,106.00	3%	\$18,995.40	0%	\$0.00
Fire Station	Fire Station #159	2030 W 135th St Gardena, CA 90249	\$5,110,600.00	0%	\$0.00	0%	\$0.00	1%	\$51,106.00	3%	\$45,995.40	0%	\$0.00
Library	Gardena Mayme Dear Library	1731 W. Gardena Blvd Gardena, CA 90247	\$311,820.00	0%	\$0.00	0%	\$0.00	1%	\$3,118.20	3%	\$2,806.38	0%	\$0.00
Public Buildings	City Hall	1700 West 162nd St Gardena, CA 90247	\$1,444,800.00	0%	\$0.00	0%	\$0.00	1%	\$14,448.00	3%	\$13,003.20	0%	\$0.00
Public Buildings	Public Works Department	1717 West 162nd St Gardena, CA 90247	\$1,444,800.00	0%	\$0.00	0%	\$0.00	1%	\$14,448.00	3%	\$4,334.40	0%	\$0.00
Public Buildings	Human Services Division	1651 West 162nd St Gardena, CA 90247	\$1,083,600.00	0%	\$0.00	0%	\$0.00	1%	\$10,836.00	3%	\$16,254.00	0%	\$0.00
Public Buildings	Nakaoka Community Center	1670 West 162nd St Gardena, CA 90247	\$1,444,800.00	0%	\$0.00	0%	\$0.00	1%	\$14,448.00	3%	\$10,836.00	0%	\$0.00
Public Buildings	Transportation Department	13999 South Western Ave Gardena, CA 90249	\$5,647,000.00	0%	\$0.00	0%	\$0.00	1%	\$56,470.00	3%	\$16,941.00	0%	\$0.00
Public Buildings	Parking Structure	1045 Redondo Beach Blvd	\$730,380.00	0%	\$0.00	0%	\$0.00	1%	\$7,303.80	3%	\$8,764.56	0%	\$0.00

City of Gardena Vulnerability Assessment Calculations				Drought		Pipeline Failure		Windstorm		Adversarial Events		Disease Outbreak	
Type	Name	Address	TOTAL	% Damage	Loss Estimate	% Damage	Loss Estimate	% Damage	Loss Estimate	% Damage	Loss Estimate	% Damage	Loss Estimate
Public Buildings	Bell Park	14708 South Halldale Ave Gardena, CA 90247	\$180,600.00	0%	\$0.00	0%	\$0.00	1%	\$1,806.00	3%	\$541.80	0%	\$0.00
Public Buildings	Freeman Park	2100 West 154th Pl Gardena, CA 90249	\$180,600.00	0%	\$0.00	0%	\$0.00	1%	\$1,806.00	3%	\$541.80	0%	\$0.00
Public Buildings	Mas Fukai Park	15800 South Brighton Ave Gardena, CA 90247	\$180,600.00	0%	\$0.00	0%	\$0.00	1%	\$1,806.00	3%	\$541.80	0%	\$0.00
Public Buildings	Thornburg Park	2320 West 149th St Gardena, CA 90249	\$180,600.00	0%	\$0.00	0%	\$0.00	1%	\$1,806.00	3%	\$541.80	0%	\$0.00
Public Buildings*	TBD - Community Center	2501 W Rosecrans Ave Gardena, CA 90249	\$6,822,000.00	0%	\$0.00	35%	\$2,387,700.00	1%	\$68,220.00	3%	\$61,398.00	0%	\$0.00
Public Buildings	Rowley Park & Gymnasium	13220 South Van Ness Ave Gardena, CA 90249	\$794,640.00	0%	\$0.00	0%	\$0.00	1%	\$7,946.40	3%	\$2,383.92	0%	\$0.00
Public Buildings	Arthur Lee Johnson Memorial Park	1200 West 170th St Gardena, CA 90247	\$361,200.00	0%	\$0.00	0%	\$0.00	1%	\$3,612.00	3%	\$1,083.60	0%	\$0.00
Public Buildings	Army National Guard Property	Adjacent to Old Transit Station	\$903,000.00	0%	\$0.00	0%	\$0.00	1%	\$9,030.00	3%	\$8,127.00	0%	\$0.00
Wastewater	Sewer Lift Station	178th St and Western Ave	\$300,000.00	0%	\$0.00	0%	\$0.00	1%	\$3,000.00	3%	\$900.00	0%	\$0.00
Fire Service			\$781,730.00	0%	\$0.00	100%	\$781,730.00	5%	\$39,086.50	100%	\$78,173.00	5%	\$39,086.50
Police Service			\$332,270.00	0%	\$0.00	100%	\$332,270.00	10%	\$33,227.00	100%	\$33,227.00	5%	\$16,613.50
Water Service			\$8,421,726.00	100%	\$8,421,726.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	5%	\$21,054.32

City of Gardena Vulnerability Assessment Calculations				Drought		Pipeline Failure		Windstorm		Adversarial Events		Disease Outbreak	
Type	Name	Address	TOTAL	% Damage	Loss Estimate	% Damage	Loss Estimate	% Damage	Loss Estimate	% Damage	Loss Estimate	% Damage	Loss Estimate
	Electricity		\$11,473,076.00	0%	\$0.00	0%	\$0.00	10%	\$1,147,307.60	0%	\$0.00	5%	\$0.00
	Wastewater		\$2,044,404.50	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	5%	\$0.00
				Drought	\$8,421,726.00	Pipeline Failure	\$3,501,700.00	Windstorm	\$1,559,572.50	Adversarial Events	\$396,842.56	Disease Outbreak	\$76,754.32

Table 3.27 summarizes the loss estimates for each hazard.

Table 3.27: Loss Estimates Summary

Hazard	Estimated Losses
Earthquake	\$20,477,000
Drought	\$8,422,000
Urban Fire	\$3,898,000
Pipeline Failure	\$3,502,000
HazMat Release	\$3,057,000
Windstorm	\$1,560,000
Adversarial Events	\$397,000
Flood	\$340,000
Disease Outbreak	\$77,000

*Values are rounded to the nearest thousand

4

MITIGATION STRATEGIES

Table of Contents

4.1	Mitigation Goals and Objectives.....	4-1
4.2	Identification of Mitigation Recommendations.....	4-2
4.3	National Flood Insurance Program Compliance.....	4-7
4.4	Prioritization of Mitigation Recommendations	4-8
4.5	Implementation Strategy	4-14

List of Tables

Table 4.2: Mitigation Action Identification	4-4
Table 4.4: NFIP Participation.....	4-7
Table 4.5: Mitigation Action Prioritization: Benefit-Cost Review.....	4-9
Table 4.6: Ongoing Mitigation Strategies.....	4-15

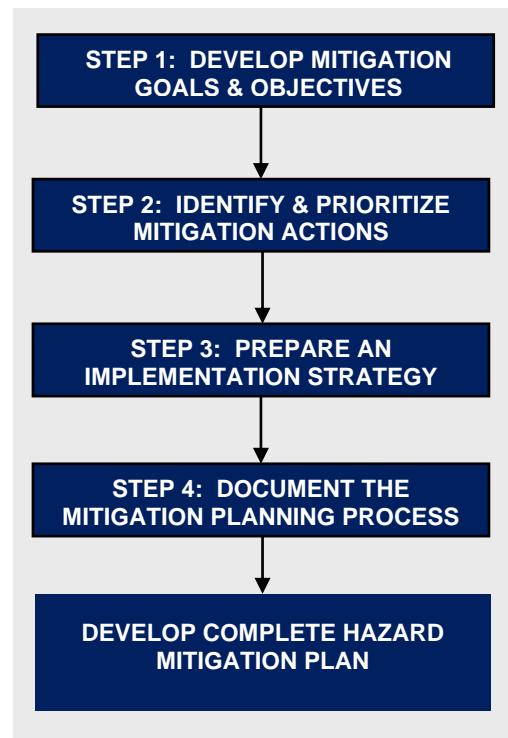
List of Figures

Figure 4.1: Mitigation Process	4-1
--------------------------------------	-----

4.1 Mitigation Goals and Objectives

To structure goals and objectives that produce appropriate mitigation actions, the hazard profiles and loss estimates were thoroughly reviewed to identify patterns in the location of potential hazard events and the vulnerability of the infrastructure identified within those locations. This information was used to develop clear goals to mitigate the effects of hazard events.

The mitigation goals provide guidelines for developing mitigation projects to provide prioritized hazard reduction. The goals are based on the goals from the 2013 Multi-Jurisdictional Hazard Mitigation Plan, the findings of the Risk Assessment, and input from the Steering Committee and characterize long-term hazard reduction targets as well as the enhancement of current mitigation capabilities.



§201.6(c)(3)(i): [The hazard mitigation strategy **shall** include a] description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

Table 4.1 includes the Plan goals and corresponding mitigation objectives. These strategies were developed and reviewed by the Steering Committee using knowledge of the local area (including high-hazard areas and sensitive populations), review of past efforts, findings of the Risk Assessment, and identification of mitigation projects.

Table 4.1: Overall Plan Goals and Objectives

1. Protect Life, Property, and Commerce
<ul style="list-style-type: none">• <i>Objective 1.1:</i> Implement mitigation activities that will assist in protecting lives and property by making homes, businesses, infrastructure, and critical facilities more resistant to hazards.• <i>Objective 1.2:</i> Improve understanding of the locations, potential impacts, and linkages between hazards, vulnerability, and measures needed to protect life safety and health.• <i>Objective 1.3:</i> Better serve sensitive populations, such as the elderly and disabled and those persons with a limited ability to speak or understand the English language.
2. Minimize damage to structures and property, as well as disruption of essential services and human activities.
<ul style="list-style-type: none">• Objective 2.1: Encourage new development to occur in locations avoiding or minimizing exposure to hazards or enhance design requirements to improve resiliency in future disasters.• Objective 2.2: Research, develop, and promote adoption of cost-effective building and development laws, regulations, and ordinances exceeding the minimum levels needed for life safety.• Objective 2.3: Protect records to minimize post-disaster disruption to City operations and facilitate short-term and long-term recovery.
3. Protect The Environment
<ul style="list-style-type: none">• <i>Objective 3.1:</i> Encourage hazard mitigation measures that result in the least adverse impact on the environment and that use natural processes.• <i>Objective 3.2:</i> Encourage protection of natural and cultural resources through mitigation initiatives

4. Increase public awareness and participation.

- Objective 4.1: Expand and implement additional education and outreach programs to increase public awareness of the risks associated with hazards and to educate the public on specific individual preparedness activities.
- Objective 4.2: Participate in state-wide hazard awareness campaigns.
- Objective 4.3: Increase community awareness and involvement to promote participation and voluntary compliance with mitigation initiatives (i.e., Dig Alert, Homeowners Associations).
- Objective 4.4: Promote participation in Community Emergency Response Teams (CERT).
- Objective 4.5: Establish and maintain partnerships between all levels of local government, the private sector, the business community, community groups, and institutions of higher learning that improve and implement methods to protect life and property.

5. Improve emergency services and management capability.

- Objective 5.1: Improve coordination of jurisdictional responsibilities for various hazards through County and Community Disaster/Emergency Response Plans and Exercises.
- Objective 5.2: Identify the need for, and acquire, any special emergency services and equipment to enhance response capabilities for specific hazards.
- Objective 5.3: Improve warning systems to adequately warn the public in high-risk areas.

It should be noted the overall priorities for mitigation planning did not change much during the Plan update. However, the current Plan goals were revised to be clearer and more direct. Figure 4.1 provided an overview of the mitigation process.

Figure 4.1: Mitigation Process



As illustrated in the figure, the hazard mitigation process involves building off of previous steps in order to mitigate each identified hazard.

4.2 Identification of Mitigation Recommendations

§201.6(c)(3)(ii): [The mitigation strategy **shall** include a] section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.

Mitigation actions are administrative and/or engineering project recommendations to reduce the City of Gardena's (City's) vulnerability to the identified hazards. Vital City employees are required in the development of actions and projects that are designed to mitigate these hazards and solve problems cost-effectively, as well as ensure consistency with the City's long-term mitigation goals and capital improvements. During the fourth Steering Committee meeting, a team-based approach was used to brainstorm mitigation projects based on the identified hazards and associated loss estimates. In addition, FEMA's Local Mitigation Planning Handbook and the California Adaptation Planning Guide were used to identify actions to mitigate the effects of climate change.

The evaluation and prioritization of the mitigation actions were used as aids to produce a list of recommended mitigation actions to incorporate into the mitigation plan. Each of the mitigation recommendations listed in Table 4.3 fell into one or more of the following categories:

- Prevention – planning and zoning, building codes, capital improvement projects, open space preservation, and storm water management
- Property Protection – acquisition, elevation, relocation, structural retrofits, storm shutters, and shatter-resistant glass
- Personnel Education and Awareness – outreach projects, real estate disclosure, hazard information centers, and education programs
- Natural Resource Protection – sediment and erosion control, stream corridor restoration, watershed management, forest and vegetation management, and wetland restoration and preservation
- Emergency Services – warning systems, emergency response services, and protection of critical facilities
- Structural Projects – dams, levees, floodwalls, seawalls, retaining walls, and safe rooms

Table 4.2 provides an overview of the mitigation actions and other relevant information, in no specific order. Following the identification of mitigation actions, a Cost-Benefit Review was conducted in order to determine a prioritization of the items. Section 4.4 contains more information on the Cost-Benefit Review and the prioritization of the projects.

Table 4.2: Mitigation Action Identification

Mitigation Activity	Hazards Mitigated	Mitigation Action Category	Corresponding Goals & Objectives	Responsible Department	Resources	Estimated Project Cost ¹	Timeframe	Protects New Buildings	Protects Existing Buildings
2022.LHMP.01: Consider purchasing mobile generators to generate backup power in the event of an emergency.	All	Emergency Services	Goals 5, 7	Public Works	General Fund	\$80,000	Medium	N	Y
2022.LHMP.02: Consider posting the hazard mitigation plan on the City website to provide awareness for natural hazards.	All	Public Education & Awareness	Goals 1, 4	Public Works	General Fund	Staff Time	Medium	Y	Y
2022.LHMP.03: Consider developing and distributing public education materials for natural hazards in English and Spanish to help provide education to underserved populations. .	All	Public Education & Awareness	Goals 1, 4	Public Works	General Fund	Staff time \$15,000/campaign	Medium	Y	Y
2022.LHMP.04: Consider outfitting the Nakaoka Center for use as an alternate EOC location. Include considerations for sensitive populations to promote equitable emergency services.	Multi-Hazard	Emergency Services	Goals 5, 7	Police Department	Staff Time General Fund for equipment	Staff Time	Long	N	Y
2022.LHMP.05: Continue to ensure that new buildings comply with CBC seismic requirements. Implement structural improvement projects as necessary.	Earthquake	Prevention	Goal 2	Community Development	Plan Check Application Process (General Fund)	Staff Time	Ongoing	Y	N
2022.LHMP.06: Consider reviewing existing City facilities for potential seismic vulnerabilities and implement mitigation projects accordingly.	Earthquake	Property Protection	Goal 2	Community Development /Public Works	General Funding Grant Funding	Staff Time/ Project costs are variable depending on the results of the review	Medium	N	Y
2022.LHMP.07: Provide updated information to the public on the impacts of a release from the Torrance Refinery including first response actions and community resources for relief.	Hazardous Material Release	Personnel Education and Awareness	Goals 4, 5	Police, Fire, and Public Works	Staff Time General Funding	Staff Time/ \$15,000 for materials	Medium	N	Y
2022.LHMP.08: Continue to coordinate with pipeline owners throughout the City including So Cal Gas, Chevron, Golden State Water, So Cal Edison, ATT, and MCI to minimize potential damage to facilities during construction activities.	Pipeline Failure	Property Protection	Goals 1, 2, 7	Public Works Inspector	General Fund Permit Fees	Staff Time	Short	Y	Y
2022.LHMP.09: Expand the ongoing implementation of tree trimming throughout the City.	Windstorm	Prevention, Personnel Education and Awareness	Goals 1, 2	Public Works	Staff Time General Fund	\$30k annually for contract assistance	Short	N	Y
2022.LHMP.10: Consider emergency backup power for critical City facilities. (Battery back-up system)	Windstorm	Emergency Services	Goals 5, 7	Public Works	General Fund Grant Fund	\$200,000/unit	Medium	N	Y

Mitigation Activity	Hazards Mitigated	Mitigation Action Category	Corresponding Goals & Objectives	Responsible Department	Resources	Estimated Project Cost ¹	Timeframe	Protects New Buildings	Protects Existing Buildings
2022.LHMP.11: Expand community outreach with regard to protective measures and resources to deal with disease outbreak situations. Provide the information in Spanish and English to ensure all members of the community have access to information.	Disease Outbreak	Public Education and Awareness, Prevention	Goal 4	Human Services	Staff Time	Staff Time	Medium	N	N
2022.LHMP.12: Work with Golden State Water to improve water lines/infrastructure throughout the City to increase flow rates and water pressures to support fire suppression capabilities	Urban Fire	Emergency Services	Goal 2	Public Works	Rate Payer Funded through Golden State Water	Staff Time	Ongoing	Y	Y
2022.LHMP.13: Expand active-shooter classes to be made available for the community. Training should be provided in English and Spanish to help assist underserved populations.	Adversarial Events	Public Education and Awareness, Prevention	Goals 4, 5	Police Department	Staff Time	Staff Time	Short	N	N
2022.LHMP.14: Update site-plan review policy to include language to consider the structure defensibility.	Adversarial Events	Prevention Property Protection	Goals 2, 5	Community Development/ Fire Department/ Police Department	Staff Time	Staff Time	Short	Y	Y
2022.LHMP.15: Ensure flood mitigation remains a priority.	Flood	Prevention	Goal 1	Public Works	Staff Time	Staff Time	Short	Y	Y
2022.LHMP.16: Determine ways to utilize reclaimed water for landscaping throughout the City and implement capital projects.	Drought	Prevention Natural Resource Protection	Goal 3	Public Works	West Basin General Fund for new Irrigation	Staff Time \$100K \$3million (West Basin)	Medium	N	N
2022.LHMP.17: Assist Golden State water to implement State-mandated water restrictions throughout the City.	Drought	Prevention Natural Resource Protection	Goal 3	Community Development (Code Enforcement)/ Public Works	Staff Time	Staff Time	Short	N	Y
2022.LHMP.18: Supplement Golden State Water outreach by providing additional information to the community on water-wise landscaping	Drought	Public Education and Awareness Natural Resource Protection	Goal 3, 4	Public Works	Staff Time	Staff Time	Medium	Y	Y
2022.LHMP.19: Continue to coordinate with agencies to implement water use restrictions and projects during periods of drought and water emergencies.	Drought	Prevention	Goals 2, 7	Public Works	Staff time, grant funds, and rebate programs	Varies	Ongoing	N	Y

Note: Values provided by Steering Committee as estimates only

Note: Timeframe definitions are as follows.

- a) Short: Task to be completed within 1-2 years
- b) Medium Task to be completed within 3-5 years
- c) Long: Task to be completed after the 5-year planning period

4.3 National Flood Insurance Program Compliance

§201.6(c)(3)(ii): [The mitigation strategy] must also address the jurisdiction's participation in the National Flood Insurance Program (NFIP), and continued compliance with NFIP requirements, as appropriate.

The National Flood Insurance Program (NFIP) is a Federal program enabling property owners in participating communities to purchase insurance as a protection against flood losses in exchange for State and community floodplain management regulations that reduce future flood damages. Participation in the NFIP is based on an agreement between communities and the Federal Government. If a community adopts and enforces a floodplain management ordinance to reduce future flood risk to new construction in floodplains, the Federal Government will make flood insurance available within the community as a financial protection against flood losses. This insurance is designed to provide an alternative to disaster assistance and reduce the escalating costs of repairing damage to buildings and their contents caused by floods. Table 4.4 summarizes the City's participation in the program.

Table 4.4: NFIP Participation

CID	Community Name	County	Init. FHBM Identified	Init. FIRM Identified	Curr. Eff. Map Date	Reg-Emer. Date	Tribal
060119	City of Gardena	Los Angeles	12/05/75	07/06/98	09/26/08	04/21/78	No

Note: Source information obtained through [FEMA](#)

Flood Recommendations/Repetitive Loss Properties

There were no properties identified as having repetitive losses or assets impacted by regular flooding. In fact, the majority of the City is located in a Flood Zone X according to [FEMA](#). Areas of this designation are expected to have minimal flood incidents, are outside the 500-year flood level, and are protected by levee from the 100-year flood. The only exception are the areas included in the Gardena Willows Wetlands Preserve which lie in a 500-year flood zone. As a result, the City identified a recommendation for mitigating flood hazards in the "Mitigation Action Identification" table. Specifically, action 2022.LHMP.15 is designed to minimize losses to critical City facilities as a result of flooding. Responsibility for implementation will be noted in Table 4.2.

4.4 Prioritization of Mitigation Recommendations

§201.6(c)(3)(iii): [The mitigation strategy section **shall** include] an action plan describing how the actions identified in section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization **shall** include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

A simplified Benefit-Cost Review was applied in order to prioritize the mitigation recommendations for implementation. The priority for implementing mitigation recommendations depends upon the overall cost effectiveness of the recommendation, when taking into account monetary and non-monetary costs and benefits associated with each action. Additionally, the following questions were considered when developing the Benefit-Cost Review:

- How many people will benefit from the action?
- How large an area is impacted?
- How critical are the facilities that benefit from the action?
- Environmentally, does it make sense to do this project for the overall community?

Table 4.5 provides a detailed benefit-cost review for each mitigation recommendation, as well as a relative priority rank (High, Medium, and Low) based upon the judgment of the Steering Committee. The general category guidelines are listed below.

- High – Benefits are perceived to exceed costs without further study or evaluation
- Medium – Benefits are perceived to exceed costs, but may require further study or evaluation prior to implementation
- Low – Benefits and cost evaluations requires additional evaluation prior to implementation

It should be noted that the values for costs (cons), are estimates only.

Table 4.5: Mitigation Action Prioritization: Benefit-Cost Review

Mitigation Activity	Benefits (Pros)	Costs (Cons)	Priority
2022.LHMP.01: Consider purchasing mobile generators to generate backup power in the event of an emergency.	<ul style="list-style-type: none"> Avoided loss of function Avoided Emergency Management Costs Avoided Environmental Impacts through the use of a dual battery/solar generating system 	<ul style="list-style-type: none"> \$80,000 in unit costs 	High
2022.LHMP.02: Consider posting the hazard mitigation plan on the City website to provide awareness for natural hazards.	<ul style="list-style-type: none"> Improved public awareness of local hazards Avoided casualties as awareness leads to mitigation action taken by the public 	<ul style="list-style-type: none"> Staff Time 	High
2022.LHMP.03: Consider developing and distributing public education materials for natural hazards.	<ul style="list-style-type: none"> Improved public awareness of local hazards Avoided casualties as awareness leads to mitigation action taken by the public 	<ul style="list-style-type: none"> Staff Time \$25,000 in campaign costs 	Medium
2022.LHMP.04: Consider outfitting the Nakaoka Center for use as a dedicated alternate EOC location.	<ul style="list-style-type: none"> Improved Emergency Management Capabilities Avoided loss of function Reduced costs for facility rental 	<ul style="list-style-type: none"> Staff Time IT set-up costs (laptops, Wi-Fi, etc.) 	Medium
2022.LHMP.05: Continue to ensure that new buildings comply with CBC seismic requirements.	<ul style="list-style-type: none"> Avoided Physical Damages Avoided Casualties Avoided Costs for Emergency Response 	<ul style="list-style-type: none"> Staff Time 	High

Mitigation Activity	Benefits (Pros)	Costs (Cons)	Priority
2022.LHMP.06: Consider reviewing existing City facilities for potential seismic vulnerabilities and implement mitigation projects accordingly.	<ul style="list-style-type: none"> Avoided Physical Damages Avoided Casualties Avoided Costs for Emergency Response 	<ul style="list-style-type: none"> Staff Time Contract Seismic Evaluation Costs Project Costs are variable depending on the results of the review. 	Medium
2022.LHMP.07: Provide updated information to the public on the impacts of a release from the Torrance Refinery including first response actions (Shelter-in-Place, PPE, etc.) and community resources for relief.	<ul style="list-style-type: none"> Improved public awareness of local hazards Avoided casualties as awareness leads to mitigation action taken by the public Avoided Emergency Management Costs 	<ul style="list-style-type: none"> Staff Time \$25,000 in campaign costs Resource/Equipment Costs and Subsidies 	Medium
2022.LHMP.08: Continue to coordinate with pipeline owners throughout the City including So Cal Gas, Chevron, Golden State Water, So Cal Edison, ATT, and MCI to minimize potential damage to facilities during construction activities.	<ul style="list-style-type: none"> Avoided Physical Damages Avoided Injuries Avoided Emergency Management Costs 	<ul style="list-style-type: none"> Staff Time 	Medium
2022.LHMP.09: Expand the ongoing implementation of tree trimming throughout the City.	<ul style="list-style-type: none"> Avoided Physical Damages Avoided Injuries Avoided Emergency Management Costs 	<ul style="list-style-type: none"> \$30k annually for contract assistance 	High

Mitigation Activity	Benefits (Pros)	Costs (Cons)	Priority
2022.LHMP.10: Consider emergency backup power for critical City facilities. (Battery back-up system)	<ul style="list-style-type: none"> • Avoided loss of function • Avoided Emergency Management Costs • Avoided Environmental Impacts through the use of a dual battery/solar generating system 	<ul style="list-style-type: none"> • \$200,000/unit 	High
2022.LHMP.11: Expand community outreach with regard to protective measures and resources to deal with disease outbreak situations. Provide the information in Spanish and English to ensure all members of the community have access to information.	<ul style="list-style-type: none"> • Avoided Casualties • Avoided Emergency Management Costs 	<ul style="list-style-type: none"> • Staff Time 	Medium
2022.LHMP.12: Work with Golden State Water to improve water lines throughout the City to increase flow rates and water pressures to support fire suppression capabilities	<ul style="list-style-type: none"> • Avoided Emergency Management Costs • Avoided Physical Damage as fire suppression becomes more efficient. • Avoided Casualties 	<ul style="list-style-type: none"> • Staff Time 	Medium
2022.LHMP.13: Expand active-shooter classes to be made available for the community.	<ul style="list-style-type: none"> • Improved public awareness of local hazards • Avoided casualties as awareness leads to mitigation action taken by the public • Avoided Emergency Management Costs 	<ul style="list-style-type: none"> • Staff Time 	High

Mitigation Activity	Benefits (Pros)	Costs (Cons)	Priority
2022.LHMP.14: Update plan check review policies to include language to consider the structure defensibility for permitting.	<ul style="list-style-type: none"> Avoided Physical Damages Avoided Casualties Avoided Emergency Management Costs Potential for increased awareness at the City level and development of a defensibility culture within the City. 	<ul style="list-style-type: none"> Staff Time 	Medium
2022.LHMP.15: Ensure flood mitigation remains a priority.	<ul style="list-style-type: none"> Avoided Physical Damages Avoided Injuries Avoided Emergency Management Costs 	<ul style="list-style-type: none"> Staff Time 	Low
2022.LHMP.16: Determine ways to utilize reclaimed water for landscaping throughout the City and implement capital projects accordingly.	<ul style="list-style-type: none"> Improved Natural Resource Protection Improved reliably for potable water sources 	<ul style="list-style-type: none"> Staff Time \$100,000 in project costs \$3million (West Basin, no cost to the City) 	Medium
2022.LHMP.17: Assist Golden State Water to implement State-mandated water restrictions throughout the City.	<ul style="list-style-type: none"> Improved Natural Resource Protection Improved reliably for potable water sources 	<ul style="list-style-type: none"> Staff Time 	High
2022.LHMP.18: Supplement Golden State Water outreach by providing additional information to the community on water-wise landscaping	<ul style="list-style-type: none"> Improved public awareness of local hazards Potential for improved Natural Resource Protection Potential for improved reliably for potable water sources 	<ul style="list-style-type: none"> Staff Time \$25k in Campaign Costs 	Low

Mitigation Activity	Benefits (Pros)	Costs (Cons)	Priority
2022.LHMP.19: Continue to coordinate with agencies to implement water use restrictions and projects during periods of drought and water emergencies.	<ul style="list-style-type: none"> Improved public awareness of local hazards Potential for improved Natural Resource Protection Potential for improved reliability for potable water sources 	<ul style="list-style-type: none"> Varies 	Low

4.5 Implementation Strategy

Mitigation Actions classified as high-priority mitigation actions provide the most significant vulnerability reduction, as related to cost and probability, and are typically implemented before lower ranked improvements. The City, however, may find that under some circumstances a recommendation classified as a low-priority mitigation action may need to be implemented before a higher priority recommendation. The priority levels associated with each improvement are indicated on the “Mitigation Action Prioritization: Benefit-Cost Review” table in the previous section.

2013 Multi-Jurisdictional Hazard Mitigation Plan Strategies

The Project Team reviewed the mitigation strategies and actions from the 2013 Multi-Jurisdictional Hazard Mitigation Plan. The 2013 Plan outlined mitigation strategies scheduled for completion in the near future and additional projects for consideration. However, as many of these projects are contingent on the City receiving grant funding to implement, only some of them have been implemented. Furthermore, the last Plan was a joint plan with the City of Hawthorne and several proposed actions were intended specifically for the City of Hawthorne. As this Plan seeks to focus solely on the resilience efforts of the City, actions that were not intended for the City were removed in the update.

However, several of the Future Mitigation Strategies from the 2013 Plan have been carried through into the current update. Table 4.6 on the following page provides the mitigation strategies from the 2013 Plan and their correlation to the current Plan. As mentioned, previously, only some of the mitigation actions garnered the funding necessary for implementation and some which did not pertain to the City were omitted. The table on the following page denoted whether or not an action was completed since the last Plan update.

Table 4.6: Ongoing Mitigation Strategies

2013 Plan Mitigation Strategies	Correlated Current Mitigation Strategies	Completed
Continue to reline 88 miles of sewer system pipelines with inner liner.	Progress has been ongoing. Completion should be within the 1-3 timeframe	Almost
Continue to ensure that new buildings comply with CBC seismic requirements.	2022.LHMP.05: Continue to ensure that new buildings comply with CBC seismic requirements. Implement structural improvement projects as necessary.	Ongoing
Consider reviewing existing City facilities for potential seismic vulnerabilities and implement mitigation projects accordingly.	2022.LHMP.06: Consider reviewing existing City facilities for potential seismic vulnerabilities and implement mitigation projects accordingly.	Ongoing
Continue to coordinate with pipeline owners throughout the City including So Cal Gas, Chevron, Golden State Water, So Cal Edison, ATT, and MCI to minimize potential damage to facilities during construction activities.	2022.LHMP.08: Continue to coordinate with pipeline owners throughout the City including So Cal Gas, Chevron, Golden State Water, So Cal Edison, ATT, and MCI to minimize potential damage to facilities during construction activities.	Ongoing
Consider conducting a survey to determine the location of underground pipelines throughout the Cities and developing maps accordingly.	After 9-11, this information became sensitive and is not available to the City	Removed
Provide updated information to the public on the impacts of a release from the Torrance Refinery including first response actions and community resources for relief.	2022.LHMP.07: Provide updated information to the public on the impacts of a release from the Torrance Refinery including first response actions and community resources for relief.	Ongoing
Continue to coordinate with agencies to implement water use restrictions and projects during periods of drought and water emergencies.	2022.LHMP.19: Continue to coordinate with agencies to implement water use restrictions and projects during periods of drought and water emergencies.	Ongoing
Expand the ongoing implementation of tree trimming throughout the City.	2022.LHMP.09: Expand the ongoing implementation of tree trimming throughout the City.	Ongoing

Consider emergency backup power for critical City facilities. (Battery back-up system)	2022.LHMP.10: Consider emergency backup power for critical City facilities. (Battery back-up system)	Ongoing
Consider configuring the Community Center facility with emergency backup power.	2022.LHMP.10: Consider emergency backup power for critical City facilities. (Battery back-up system)	Ongoing
Consider configuring the City Hall with emergency backup power.	2022.LHMP.10: Consider emergency backup power for critical City facilities. (Battery back-up system)	Ongoing
Consider outfitting the Nakaoka Center for use as an alternate EOC location	2022.LHMP.04: Consider outfitting the Nakaoka Center for use as an alternate EOC location.	Ongoing
Consider improving emergency communications by implementing a redundant communications system, including an evaluation of communication protocols.	Completed	Yes
Consider purchasing a utility helicopter to serve the South Bay in the event of an emergency.	This was determined by the Steering Committee to be no longer applicable	Removed
Consider purchasing mobile generators to generate backup power in the event of an emergency.	2022.LHMP.01: Consider purchasing mobile generators to generate backup power in the event of an emergency.	Ongoing
Consider purchasing emergency shelter and medical supplies and/or coordinating agreements with local businesses to maintain supplies in the event of an emergency.	Completed	Yes
Consider posting the hazard mitigation plan on the City website to provide awareness for natural hazards.	Completed	Yes

Consider developing and distributing public education materials for natural hazards.	Provide updated information to the public on the impacts of a release from the Torrance Refinery including first response actions and community resources for relief.	Ongoing
--	---	---------

5 PLAN MAINTENANCE

Table of Contents

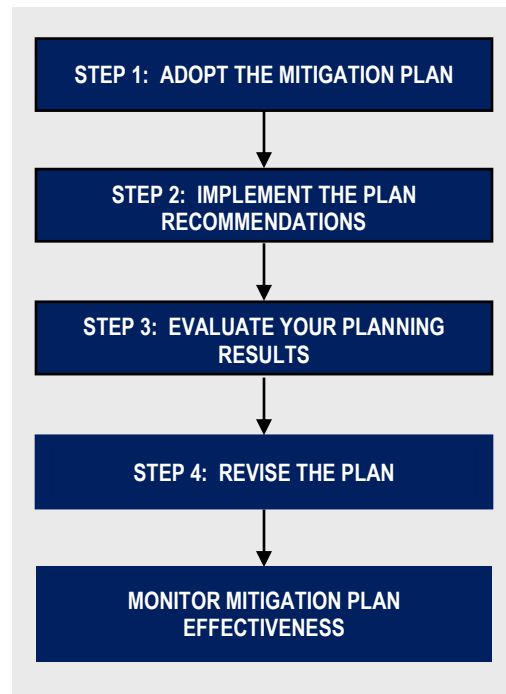
5.1	Mitigation Progress Monitoring	5-1
5.2	Planning Mechanisms.....	5-2
5.2.1	Process to Incorporate the Mitigation Strategy into Other Planning Mechanisms	5-2
5.2.2	Available Planning Mechanisms to Incorporate Mitigation Requirements	5-9
5.3	Periodic Assessment Requirements	5-10
5.4	Update Requirements	5-11
5.4.1	Plan Update	5-12
5.4.2	Continued Public Involvement	5-12

List of Tables

Table 5.1: Regulatory Tools Table.....	5-2
Table 5.2: Administrative/Technical Tools Table	5-2
Table 5.3: Fiscal Tools Table	5-3
Table 5.4: Grant Funding Tools Table	5-4
Table 5.5: Outreach and Partnership Tools	5-6
Table 5.6: Hazard Mitigation Plan Goals	5-12
Table 5.7: Action Item Implementation	5-14

5.1 Mitigation Progress Monitoring

The Mitigation Strategy section in the Hazard Mitigation Plan identifies mitigation actions that have been prioritized based on the loss estimates and the probability of each hazard, which will typically be implemented according to the priority rank. To thoroughly track hazard mitigation status, the City of Gardena (City) must continuously monitor and document the progress of the implementation of mitigation actions. Though mitigation actions may be delegated to different departments within the City, Hong Lee, Program Coordinator of Public Works for the City, will have the responsibility of monitoring overall progress.



§201.6(c)(4)(i): [The plan maintenance process **shall** include a] section describing the method and schedule of **monitoring**, evaluating, and updating the mitigation plan within a five-year cycle.

To facilitate this monitoring process, Table 5.7: “Action Item Implementation” was developed to provide a mechanism for monitoring the overall implementation progress. The table is designed to monitor mitigation actions according to project managers, project status, and project milestones. The table can be found at the end of this chapter.

5.2 Planning Mechanisms

§201.6(c)(4)(ii): [The plan **shall** include a] process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.

5.2.1 Process to Incorporate the Mitigation Strategy into Other Planning Mechanisms

The City maintains the following processes to incorporate mitigation strategies of the Hazard Mitigation Plan into planning mechanisms.

Website

The City's Hazard Mitigation Plan will be posted on the City's website to enable citizens to review and provide feedback regarding mitigation objectives and strategies. Feedback from residents can be incorporated during the annual review or five-year update of the HMP and expand the Steering Committee's understanding of the public's opinion on hazard vulnerability. In addition, the website can be used as a vehicle to maintain an ongoing conversation with the public regarding upcoming mitigation projects and provide an avenue for hazard education.

City Council

The City Council is responsible for approving projects, plans, and programs on a City-wide level. By providing mitigation planning concepts to the City Council, mitigation actions and projects will be incorporated into relevant planning efforts. Department heads can expand mitigation efforts by working with Council Members to encourage the inclusion of mitigation goals and objectives for any project or planning efforts which are reviewed by the City Council.

Public Works Department

The Public Works Department provides infrastructure and maintenance services to City assets and to the public. Hazard mitigation will be integrated into Public Works programs through its involvement in the Steering Committee. The Public Works Department has the ability to expand mitigation activities by implementing safety mechanisms throughout the City to maximize resiliency.

Commissions

To assist the City Council in reviewing prominent issues, the City has established the seven (7) commissions listed below.

- Planning and Environmental Quality
- Human Services
- Recreation and Parks
- Senior Citizens
- Gardena Youth
- The City of Gardena Economic Advisory Commission (GEBAC)
- Gardena Beautification

As necessary, each specialized commission can review and implement hazard mitigation activities that affect its goals and objectives.

Committees

In addition to the seven (7) commissions, the City has also established the Finance, Gardena WeTip, and Traffic Committees to educate and assist the community with relevant safety issues and coordinate local gatherings.

These committees can help raise awareness about hazardous events that can affect the City, educate the public about the actions the City is taking to reduce loss, and supply avenues for the community to provide feedback.

Community Development Department

The Planning Division of the City's Community Development Department works closely with the Planning Commission to ensure that development within the City is consistent with the General Plan goals and policies, as well as in the best interest of the City. This includes development of land use, general planning, zoning requirements, and residential projects. Mitigation measures can be incorporated into potential projects.

The Building and Safety Division of the City's Community Development Department is responsible for reviewing construction plans and various building inspection activities. The objective of this Division is to protect the public regarding building design and construction.

Resource Tables

This section serves as a high-level capability assessment of the City's resources through which hazard mitigation objectives may be achieved. The following subsections attempt to document the Regulatory, Administrative/Technical, Fiscal, Grant funding, and Outreach/Partnership resources available to the City.

Regulatory Resources

Table 5.1: Regulatory Tools Table

Regulatory Tool	Updated	Comments
General Plan 2006	2006 2012 2013 2020 2021 2022	The General Plan outlines how the City is organized with regard to areas such as land use, safety, different conservation efforts, and economic resilience and development. The City comprehensively updated its plan in April 2006. The City updated its Land Use Plan in June 2012, March 2012, and March-April 2021. The City also updated its Circulation Plan in 2020. In 2022, the City adopted the 2021-2029 Housing Element, adopted a new Environmental Justice Element, and adopted a Public Safety Plan.

Administrative/Technical Resources

Table 5.2: Administrative/Technical Tools Table

Administrative/Technical Tool	Personnel/Resources
Police Department	The Police Department is able to support public outreach and may assist in identifying areas of improvement for resistance to civil unrest and adversarial events.
City Council	City Council can review and approve mitigation propositions for implementation.
Community Safety Division	The Community Safety Division is responsible for monitoring and promoting Hazard Mitigation objectives and disaster preparedness efforts.

Community Development Department	The Community Development Department is response for all developments within the City. This department will be able to include considerations for local hazards into new projects.
Public Works Department	The Public Works Department is responsible for street improvements and overall City maintenance. This department can implement hazard mitigation activities as part of planned maintenance and City upgrades.
Administrative Services Department	The Department of Administrative Services is organized and responsible for coordinating the day-to-day activities of various internal operations and supplying specialized staff to all operating departments.

Fiscal Resources

Table 5.3: Fiscal Tools Table

Fiscal Tool	Available for Use
General Fund	Yes, with approval
Capital Improvement Plan	Yes, with approval
Authority to impose taxes for specific purposes	Yes, with voter approval

Grant Funding

Table 5.4: Grant Funding Tools Table

Grant Funding Tool	Agency	Purpose	Contact
Pre-Disaster Mitigation Program (PDM)	U.S. Department of Homeland Security, Federal Emergency Management Agency	To provide funding for States, and communities for cost-effective hazard mitigation activities which complement a comprehensive hazard mitigation program and reduce injuries, loss of life, and damage and deconstruction of property.	FEMA 500 C. Street, SW Washington, DC 20472 Phone: (202) 646-4621 www.fema.gov
Hazard Mitigation Grant Program	U.S. Department of Homeland Security, Federal Emergency Management Agency	To prevent future losses of lives property due to disasters; to implement State of local hazard mitigation plans; to enable mitigation measures to be implemented during immediate recovery from a disaster; and to provide funding for previously identified mitigation measures to benefit the disaster area.	FEMA 500 C Street S.W. Washington, DC 20472 Phone (202) 646-4621 www.fema.gov
Flood Mitigation Assistance (FMA)	U.S. Department of Homeland Security, Federal Emergency Management Agency	To help States and communities plan and carry out activities designed to reduce the risk of flood damage to structures insurable under the NFIP.	FEMA 500 C Street S.W. Washington, DC 20472 Phone (202) 646-4621 www.fema.gov
Emergency Management Performance Grants (EMPG)	U. S. Department of Homeland Security; Federal Emergency Management Agency	To encourage the development of comprehensive emergency management at the State and local level and to improve emergency management planning, preparedness, mitigation, response, and recovery capabilities.	FEMA 500 C Street S.W. Washington, DC 20472 Phone (202) 646-4621 www.fema.gov

Community Development Grant Program (CDBG)	U.S. Department of Housing and Urban Development	To develop viable urban communities by providing decent housing and a suitable living environment. Principally for low-to-moderate income individuals.	HUD 451 7 th Street, S. W. Washington, DC 20410-7000 Phone: (202) 708-3587 www.hud.gov
Public Assistance Program (PA)	U.S. Department of Homeland Security, Federal Emergency Management Agency	To provide supplemental assistance to States, local governments, and certain private nonprofit organizations to alleviate suffering and hardship resulting from major disasters or emergencies declared by the President. Under Section 406, Public Assistance funds may be used to mitigate the impact of future disasters.	FEMA 500 C Street S.W. Washington, DC 20472 Phone (202) 646-4621 www.fema.gov
Emergency Watershed Protection	U.S. Department of Agriculture, Natural Resource Conservation Service	To provide emergency technical and financial assistance to install or repair structures that reduce runoff and prevent soil erosion to safeguard life and property.	NRCS PO BOX 2890 Washington, DC 20013 Phone: (202) 720-3527 www.nrcs.usda.gov
Disaster Mitigation and Technical Assistance Grants	U.S. Department of Commerce, Economic Development Administration	To help States and localities to develop and /or implement a variety of disaster mitigation strategies.	EDA Herbert C. Hoover Building Washington, DC 20230 Phone: (800) 345-1222 www.eda.gov
Watershed Surveys and Planning	U.S. Department of Agriculture, Natural Resource Conservation Service	To provide planning assistance to Federal, State, and local agencies for the development of coordination water and related land resources programs in watersheds and river basins	NRCS PO Box 2890 Washington, DC 20013 Phone: (202) 720-3527 www.nrcs.usda.gov

National Earthquake Hazards Reduction Program (NEHRP)	U.S. Department of Homeland Security, Federal Emergency Management Agency	To mitigate earthquake losses that can occur in many parts of the nation providing earth science data and assessments essential for warning of imminent damaging earthquakes, land-use planning, engineering design, and emergency preparedness decisions.	FEMA 500 C Street S.W. Washington, DC 20472 Phone (202) 646-4621 www.fema.gov
Engineering for Natural Hazards	National Science Foundation	Supports fundamental research that advances knowledge for understanding and mitigating the impact of natural hazards on constructed civil infrastructure	National Science Foundation Phone: (703) 292-7024 https://www.nsf.gov

Outreach and Partnership Resources

Table 5.5: Outreach and Partnership Tools

Outreach/Partnership Tools	Comments
City Website	The City website is an open forum for providing hazard information and for accepting ongoing comments from the public. The City website will likely be the main avenue for maintaining an open dialogue with the public for hazard mitigation throughout the planning period.
Public Outreach	The City holds several training opportunities throughout the year. Public safety training will be able to be expanded to include hazard-specific information to improve hazard awareness.

Mutual Aid Agreements	As part of expanding its resilience to the impacts of hazard events, the City intends to review its current mutual aid agreements, identify gaps, and secure new agreements to expand its available mutual resources.
-----------------------	---

Building on Existing Capabilities

As part of the Plan update, potential improvements to the City's existing capabilities were discussed. The City is cognizant of the need to continually evaluate its efforts and take an active role in promoting resiliency within the City. The City currently utilizes its Community Safety Division to train its staff and reach out to the community regarding preventative and preparedness strategies for hazard events. The Capital Improvement Program (CIP) directs funding to improve infrastructure and the City continually searches for grant opportunities to allow the City to accomplish additional improvements that address hazard mitigation efforts for public facilities. In addition to the City's current efforts, the following is a list of potential new initiatives that would improve the City's ability to promote resiliency.

- **Regulatory/Fiscal:** Enhance the CIP proposal procedure to include a Mitigation/Resiliency element to be considered for each project proposal. The intent is to consider how each CIP project might contribute to mitigation efforts, citing the HMP when proposed projects align with hazard mitigation planning efforts.
- **Administrative:** Expand the Community Safety Division's programs sufficient to provide specialized natural disaster training and safety for City personnel and the public, as appropriate.
- **Grant Funding:** Expand search for grant funding specifically to assist with aging infrastructure improvements, rehabilitation of open spaces, energy efficiency, and facility upgrades.
- **Outreach/Education:** Engage City commissions and committees and increase volunteer opportunities to work with the public to gain community participation in resiliency efforts and voluntary resilience projects for privately-owned properties.

Progress for Mitigation Incorporation

The sections above demonstrate the many resources available to the City for successful mitigation action implementation. Some of these resources have already proven their usefulness through successful action implementation over the last planning period. For example, since the last update, the City and 12 other South Bay cities have created a regional alert and warning notification system, Alert SouthBay. This system provides residents, employees, and business alerts and warning via text, email, phone, and social media (Facebook and Twitter). Additionally, since the last update, the City has implemented reviews of its existing ordinances, building codes and safety inspection procedures to help ensure they meet current generally accepted standards. Therefore,

new developments within the City will be required to comply with new standards for safety, security, and resiliency.

5.2.2 Available Planning Mechanisms to Incorporate Mitigation Requirements

The City uses the following local planning mechanisms for incorporating the mitigation requirements of the Hazard Mitigation Plan.

General Planning

The City is responsible for updating and incorporating mitigation actions and concepts into the 2006 General Plan. The City updated its Land Use Plan in June 2012, March 2012, and March-April 2021. The City also updated its Circulation Plan in 2020. In 2022, the City adopted the 2021-2029 Housing Element, adopted a new Environmental Justice Element, and adopted a Public Safety Plan. The General Plan is evaluated on a periodic basis, which includes a review of the policies and programs associated with land use and development, among other things. Mitigation actions from the Hazard Mitigation Plan will be reviewed during the next scheduled update of the General Plan and incorporated as applicable. As part of this review, ordinances and codes will be reviewed to ensure they are consistent with the mitigation strategies and referred to the appropriate regulatory authority as needed.

Emergency Operations Plan

The City maintains an Emergency Operations Plan (EOP) that includes profiles and specific responses for earthquake, hazardous materials incident, flooding and several other hazards mentioned in the Hazard Mitigation Plan. The City will incorporate the Risk Assessment into the EOP in addition to using emergency scenarios outlined in the report to flush out potential mitigation actions.

Capital Improvements Program

The City maintains a Capital Improvements Program (CIP) with projects that are budgeted for at least a five-year period. Engineering mitigation projects are included within the CIP. Additionally, the projects already included within the CIP are reviewed for mitigation improvements (e.g., areas prone to flooding are configured with mitigation elements, current seismic design criteria is applied to construction, facility locations are reviewed for special hazards, etc.).

5.3 Periodic Assessment Requirements

§201.6(c)(4)(i): [The plan maintenance process **shall** include a] section describing the method and schedule of monitoring, **evaluating**, and updating the mitigation plan within a five-year cycle.

Mitigation planning is an ongoing process, and as such, the Hazard Mitigation Plan should be treated as a living document that must grow and adapt in order to keep pace with changes within the City. Continuing from the 2013 Multi-Jurisdictional Hazard Mitigation Plan, an annual assessment will be completed to document any changes in site hazards (e.g., updated FIRM maps, contemporary seismic studies, etc.) or the installation and purchase of new equipment (e.g., back-up generators, emergency response equipment, etc.) to ensure they do not have any major effects on City's hazard vulnerabilities that would impact the conclusions or actions associated with the Hazard Mitigation Plan. In addition, these reviews will track the progress of proposed mitigation actions and the incorporation of mitigation planning in other City planning documents. As needed, these reviews can be used to promote mitigation action with the City or alter mitigation strategies within the plan, as appropriate.

Prior to the fifth year of the revision cycle, these annual observations will be reviewed to determine what changes should be implemented in the required Hazard Mitigation Plan Update. The results of the annual evaluations will be folded back into each phase of the planning process and should yield decisions on how to update each section of the Plan.

Hong Lee, Program Coordinator of Public Works for the City, has the responsibility of implementing these annual and five-year requirements. During the annual review, if any updates are deemed minor, then the Management Analyst or designee will perform the updates. However, if more major updates are required, then the Steering Committee will be reconvened to discuss the effects on the Plan. For the fifth year revision, the entire Steering Committee will reconvene in order to use their expertise to update the Plan in its entirety.

In addition to these periodic requirements, any significant modification to the City's facilities should be considered with respect to a possible impact on the Hazard Mitigation Plan. All Steering Committee members are responsible for providing updates for the Plan to Hong Lee as necessary. As noted in the following section, the completed Hazard

Mitigation Plan will be available on the City's website to allow the public to continue to be involved during these periodic reviews.

5.4 Update Requirements

§201.6(c)(4)(i): [The plan maintenance process **shall** include a] section describing the method and schedule of monitoring, evaluating, and **updating** the mitigation plan within a five-year cycle.

§201.6(c)(4)(iii): [The plan maintenance process **shall** include a] discussion on how the community will continue public participation in the plan maintenance process.

The Emergency Management and Assistance regulations (44 CFR Part 201) state that it is the responsibility of local agencies (i.e., the City) to “at a minimum, review and, if necessary, update the local mitigation plan every five years from date of plan approval to continue program eligibility.” As stated in Section 5.3, this responsibility lies with Hong Lee. The evaluation procedures listed below will provide insight into the major changes that need to be included in the five-year update and resubmission to FEMA:

- Annual Hazard Mitigation Plan review with respect to changes in hazard vulnerability (e.g., additional hazards identified, natural hazard events, etc.)
- Annual Hazard Mitigation Plan review with respect to development of new facilities
- Five-year comprehensive update to address the findings of the annual reviews
- Re-submittal of the updated Hazard Mitigation Plan to CalOES/FEMA

Additionally, the risk assessment portion of the plan will be reviewed to determine if the information should be updated or modified. Each division/department responsible for the various implementation actions will report on:

- Status of their projects,
- Implementation processes,
- Any difficulties encountered,
- How coordination efforts are proceeding, and
- Strategies that should be revised.

5.4.1 Plan Update

The City's Hazard Mitigation Plan was last updated in 2013. During Steering Committee Meeting #2, the Plan goals were reviewed for consistency and applicability to the City, along with the goals from the 2018 California State Hazard Mitigation Plan and 2019 Los Angeles County Hazard Mitigation Plan. Table 5.6 illustrates the changes in the priorities of the Plan.

Table 5.6: Hazard Mitigation Plan Goals

2013 Plan Goals	Current Plan Goals
1. Significantly reduce life loss and injuries	1. Protect life, property, and commerce
2. Minimize damage to structures and property, as well as disruption of essential services and human activities	2. Minimize damage to structures and property, as well as disruption of essential services and human activities
3. Protect the environment	3. Protect the environment
4. Increase public awareness	4. Increase public awareness and participation
5. Improve emergency services capabilities	5. Improve emergency services and manage capability

As shown in Table 5.6, the overall Plan goals did not change significantly. However, Plan objectives were updated to further clarify how the City wanted to achieve the Plan goals. Details of the Plan objectives can be found in Chapter 4 of this Plan.

5.4.2 Continued Public Involvement

To facilitate ongoing public input, the completed and adopted Hazard Mitigation Plan will be posted on the City's website and social media outlets to allow the public to remain engaged and provide feedback. The website will include a link to a contact form allowing the public to submit comments. When updating the Hazard Mitigation Plan, the City will solicit participation from Steering Committee participants to discuss any issues that need

to be addressed in the Hazard Mitigation Plan update. Public participation will be solicited through public notices and advertised on the website.

The goal of outreach regarding update meetings is to solicit public involvement in the Steering Committee, which brainstorms the hazards facing the City and discusses ways to mitigate those hazards. The public was encouraged to participate in the hazard mitigation process through the release of a public survey. Results from the survey highlighted the hazards that were of most concern to the community. The City can use the information from the survey results when deciding which mitigation action to implement. It can generally be assumed that actions reducing risk for the top-rated hazards will be well received by the community. More detailed information regarding the survey results can be found in Chapter 1 and Appendix D.

Table 5.7: Action Item Implementation

Action ID	Recommendation Description	Responsible Department	Completion Timeframe	Status	Details/Status Summary
2021.LHMP.01	Consider purchasing mobile generators to generate backup power in the event of an emergency.	Public Works	Medium	Open	
2021.LHMP.02	Consider posting the hazard mitigation plan on the City website to provide awareness for natural hazards.	Public Works	Medium	Open	
2021.LHMP.03	Consider developing and distributing public education materials for natural hazards.	Public Works	Medium	Open	
2021.LHMP.04	Consider outfitting the Nakaoka Center for use as an alternate EOC location.	Police Department	Long	Open	
2021.LHMP.05	Continue to ensure that new buildings comply with CBC seismic requirements. Implement structural improvement projects as necessary.	Community Development	Ongoing	Open	
2021.LHMP.06	Consider reviewing existing City facilities for potential seismic vulnerabilities and implement mitigation projects accordingly.	Community Development/Public Works	Medium	Open	
2021.LHMP.07	Provide updated information to the public on the impacts of a release from the Torrance Refinery including first response actions and community resources for relief.	Police, Fire, and Public Works	Medium	Open	

Action ID	Recommendation Description	Responsible Department	Completion Timeframe	Status	Details/Status Summary
2021.LHMP.08	Continue to coordinate with pipeline owners throughout the City including So Cal Gas, Chevron, Golden State Water, So Cal Edison, ATT, and MCI to minimize potential damage to facilities during construction activities.	Public Works Inspector	Short	Open	
2021.LHMP.09	Expand the ongoing implementation of tree trimming throughout the City.	Public Works	Short	Open	
2021.LHMP.10	Consider emergency backup power for critical City facilities. (Battery back-up system)	Public Works	Medium	Open	
2021.LHMP.11	Expand community outreach with regard to protective measures and resources to deal with disease outbreak situations. Provide the information in Spanish and English to ensure all members of the community have access to information.	Human Services	Medium	N	
2021.LHMP.12	Work with Golden State Water to improve water lines throughout the City to increase flow rates and water pressures to support fire suppression capabilities	Public Works	Ongoing	Open	
2021.LHMP.13	Expand active-shooter classes to be made available for the community.	Police Department	Short	Open	

Action ID	Recommendation Description	Responsible Department	Completion Timeframe	Status	Details/Status Summary
2021.LHMP.14	Update site-plan review policy to include language to consider the structure defensibility.	Community Development/ Fire Department/ Police Department	Short	Open	
2021.LHMP.15	Ensure flood mitigation remains a priority.	Public Works	Short	Open	
2021.LHMP.16	Determine ways to utilize reclaimed water for landscaping throughout the Cit and implement capital projects.	Public Works	Medium	Open	
2021.LHMP.17	Assist Golden State water to implement State-mandated water restrictions throughout the City.	Community Development (Code Enforcement)/ Public Works	Short	Open	
2021.LHMP.18	Supplement Gold State Water outreach by providing additional information to the community on water-wise landscaping	Community Development	Medium	Open	
2021.LHMP.19	Continue to coordinate with agencies to implement water use restrictions and projects during periods of drought and water emergencies.	Public Works	Ongoing	Open	



GLOSSARY

Active fault - For implementation of Alquist-Priolo Earthquake Fault Zoning Act (APEFZA) requirements, an active fault is one that shows evidence of, or is suspected of having experienced surface displacement within the last 11,000 years. APEFZA classification is designed for land use management of surface rupture hazards. A more general definition (National Academy of Science, 1988), states "a fault that on the basis of historical, seismological, or geological evidence has the finite probability of producing an earthquake" (see potentially active fault).

Aftershocks - Minor earthquakes following a greater one and originating at or near the same place.

Asset - Any man-made or natural feature that has value, including, but not limited to people, buildings, infrastructure like bridges, roads, and sewer and water systems; lifelines like electricity and communication resources; or environmental, cultural, or recreational features like parks, dunes, wetlands, or landmarks.

A zone - Under the National Flood Insurance Program, area subject to inundation by the 100-year flood where wave action does not occur or where waves are less than 3 feet high, designated Zone A, AE, A1-A30, A0, AH, or AR on a Flood Insurance Rate Map (FIRM).

Base flood - Flood that has a 1 percent probability of being equaled or exceeded in any given year. Also known as the 100-year flood.

Bedrock - The solid rock that underlies loose material, such as soil, sand, clay, or gravel.

Contour - A line of equal ground elevation on a topographic (contour) map.

Critical facility - Facilities that are critical to the health and welfare of the population and that are especially important following hazard events. Critical facilities include, but are not limited to, shelters, police and fire stations, and hospitals.

Debris - (Seismic) The scattered remains of something broken or destroyed; ruins; rubble; fragments. (Flooding, Coastal) Solid objects or masses carried by or floating on the surface of moving water.

Debris flow - A saturated, rapidly moving saturated earth flow with 50 percent rock fragments coarser than 2 mm in size which can occur on natural and graded slopes.

Duration - How long a hazard event lasts.

Earthquake - Vibratory motion propagating within the Earth or along its surface caused by the abrupt release of strain from elastically deformed rock by displacement along a fault.

Epicenter - The point at the Earth's surface directly above where an earthquake originated.

Erosion - Under the National Flood Insurance Program, the process of the gradual wearing away of landmasses. In general, erosion involves the detachment and movement of soil and rock fragments, during a flood or storm or over a period of years, through the action of wind, water, or other geologic processes.

Essential facility - Elements that are important to ensure a full recovery of a community or state following a hazard event. These would include government functions, major employers, banks, schools, and certain commercial establishments, such as grocery stores, hardware stores, and gas stations.

Extent - The size of an area affected by a hazard or hazard event.

Fault - A fracture in the continuity of a rock formation caused by a shifting or dislodging of the earth's crust, in which adjacent surfaces are differentially displaced parallel to the plane of fracture.

Fault slip rate - The average long-term movement of a fault (measured in cm/year or mm/year) as determined from geologic evidence.

Federal Emergency Management Agency (FEMA) - Independent agency created in 1978 to provide a single point of accountability for all Federal activities related to disaster mitigation and emergency preparedness, response, and recovery.

Flash flood - A flood event occurring with little or no warning where water levels rise at an extremely fast rate.

Flood - A general and temporary condition of partial or complete inundation of normally dry land areas from (1) the overflow of inland or tidal waters, (2) the unusual and rapid accumulation or runoff of surface waters from any source, or (3) mudflows or the sudden collapse of shoreline land.

Floodplain - Any land area, including watercourse, susceptible to partial or complete inundation by water from any source.

Frequency - A measure of how often events of a particular magnitude are expected to occur. Frequency describes how often a hazard of a specific magnitude, duration, and/or extent typically occurs, on average. Statistically, a hazard with a 100-year recurrence interval is expected to occur once every 100 years on average and would have a 1 percent chance – its probability – of happening in any given year. The reliability of this information varies depending on the kind of hazard being considered.

Geographic Information Systems (GIS) - A computer software application that relates physical features on the Earth to a database to be used for mapping and analysis.

Ground motion - The vibration or shaking of the ground during an earthquake. When a fault ruptures, seismic waves radiate, causing the ground to vibrate. The severity of the vibration increases with the amount of energy released and decreases with distance from the causative fault or epicenter, but soft soils can further amplify ground motions.

Ground rupture - Displacement of the earth's surface as a result of fault movement associated with an earthquake.

Hailstorm – Storm associated with spherical balls of ice. Hail is a product of thunderstorms or intense showers. It is generally white and translucent, consisting of liquid or snow particles encased with layers of ice. Hail is formed within the higher reaches of a well-developed thunderstorm. When hailstones become too heavy to be caught in an updraft back into the clouds of the thunderstorm (hailstones can be caught in numerous updrafts adding a coating of ice to the original frozen droplet of rain each time), they fall as hail, and a hailstorm ensues.

Hazard - A source of potential danger or adverse condition. Hazards in this how-to series will include naturally occurring events such as floods, earthquakes, tornadoes, tsunamis, coastal storms, landslides, and wildfires that strike populated areas. A natural event is a hazard when it has the potential to harm people or property.

Hazard event - A specific occurrence of a particular type of hazard.

Hazard identification - The process of identifying hazards that threaten an area.

Hazard mitigation - Sustained actions taken to reduce or eliminate long-term risk from hazards and their effects.

Hazard Mitigation Grant Program (HMGP) – Authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, HMGP is administered by FEMA and provides grants to states, tribes, and local governments to implement hazard mitigation actions after a major disaster declaration. The purpose of the program is to

reduce the loss of life and property due to disasters and to enable mitigation activities to be implemented as a community recovers from a disaster.

Hazard Mitigation Plan – A collaborative document in which hazards affecting the community are identified, vulnerability to hazards assessed, and consensus reached on how to minimize or eliminate the effects of these hazards.

Hazard profile - A description of the physical characteristics of hazards and a determination of various descriptors including magnitude, duration, frequency, probability, and extent. In most cases, a community can most easily use these descriptors when they are recorded and displayed as maps.

Hazardous Material Facilities – Facilities housing industrial and hazardous materials, such as corrosives, explosives, flammable materials, radioactive materials, and toxins.

HAZUS (Hazards U.S.) - A GIS-based nationally standardized earthquake loss estimation tool developed by FEMA.

Hurricane - An intense tropical cyclone, formed in the atmosphere over warm ocean areas, in which wind speeds reach 74-miles-per-hour or more and blow in a large spiral around a relatively calm center or "eye." Hurricanes develop over the north Atlantic Ocean, northeast Pacific Ocean, or the south Pacific Ocean east of 160°E longitude. Hurricane circulation is counterclockwise in the Northern Hemisphere and clockwise in the Southern Hemisphere.

Hydrology - The science of dealing with the waters of the earth. A flood discharge is developed by a hydrologic study.

Infrastructure - Refers to the public services of a community that have a direct impact on the quality of life. Infrastructure includes communication technology such as phone lines or Internet access, vital services such as public water supplies and sewer treatment facilities, and includes an area's transportation system such as airports, heliports; highways, bridges, tunnels, roadbeds, overpasses, railways, bridges, rail yards, depots; and waterways, canals, locks, seaports, ferries, harbors, drydocks, piers and regional dams.

Landslide - A general term covering a wide variety of mass-movement landforms and processes involving the downslope transport, under gravitational influence, of soil and rock material en masse.

Liquefaction - Changing of soils (unconsolidated alluvium) from a solid state to weaker state unable to support structures; where the material behaves similar to a liquid as a

consequence of earthquake shaking. The transformation of cohesionless soils from a solid or liquid state as a result of increased pore pressure and reduced effective stress.

Magnitude - A measure of the strength of a hazard event. The magnitude (also referred to as severity) of a given hazard event is usually determined using technical measures specific to the hazard.

Mitigation plan - A systematic evaluation of the nature and extent of vulnerability to the effects of natural hazards typically present in the state and includes a description of actions to minimize future vulnerability to hazards.

Nor'easter - An extra-tropical cyclone producing gale-force winds and precipitation in the form of heavy snow or rain.

Peak Ground Acceleration (PGA) - The greatest amplitude of acceleration measured for a single frequency on an earthquake accelerogram. The maximum horizontal ground motion generated by an earthquake. The measure of this motion is the acceleration of gravity (equal to 32 feet per second squared, or 980 centimeter per second squared), and generally expressed as a percentage of gravity.

Potentially active fault - A fault showing evidence of movement within the last 1.6 million years (750,000 years according to the U.S. Geological Survey) but before about 11,000 years ago, and that is capable of generating damaging earthquakes.

Probability - A statistical measure of the likelihood that a hazard event will occur.

Replacement value - The cost of rebuilding a structure. This is usually expressed in terms of cost per square foot and reflects the present-day cost of labor and materials to construct a building of a particular size, type, and quality.

Retrofit - Any change made to an existing structure to reduce or eliminate damage to that structure from flooding, erosion, high winds, earthquakes, or other hazards

Richter scale - A numerical scale of earthquake magnitude devised by seismologist C.F. Richter in 1935. Seismologists no longer use this magnitude scale because of limitations in how it measures large earthquakes and prefer instead to use moment magnitude as a measure of the energy released during an earthquake.

Risk - The estimated impact that a hazard would have on people, services, facilities, and structures in a community; the likelihood of a hazard event resulting in an adverse condition that causes injury or damage. Risk is often expressed in relative terms such as a high, moderate, or low likelihood of sustaining damage above a particular threshold due

to a specific type of hazard event. It also can be expressed in terms of potential monetary losses associated with the intensity of the hazard.

Seismicity - Describes the likelihood of an area being subject to earthquakes.

Tectonic plate - Torsionally rigid, thin segments of the earth's lithosphere that may be assumed to move horizontally and adjoin other plates. It is the friction between plate boundaries that cause seismic activity.

Topographic - Characterizes maps that show natural features and indicate the physical shape of the land using contour lines. These maps may also include manmade features.

Tornado - A violently rotating column of air extending from a thunderstorm to the ground.

Tsunami - Great sea wave produced by a submarine earthquake, landslide, or volcanic eruption.

Vulnerability - Describes how exposed or susceptible to damage an asset is. Vulnerability depends on an asset's construction, contents, and the economic value of its functions. Like indirect damages, the vulnerability of one element of the community is often related to the vulnerability of another. For example, many businesses depend on uninterrupted electrical power – if an electric substation is flooded, it will affect not only the substation itself, but a number of businesses as well. Often, indirect effects can be much more widespread and damaging than direct ones.

Vulnerability assessment - The extent of injury and damage that may result from a hazard event of a given intensity in a given area. The vulnerability assessment should address impacts of hazard events on the existing and future built environment.

Wildfire - An uncontrolled fire spreading through vegetative fuels, exposing and possibly consuming structures.

Zone - A geographical area shown on a Flood Insurance Rate Map.

100-year flood – A flood that has a 1-percent chance of being equaled or exceeded in any given year. This flood event is also referred to as the base flood. The term "100-year flood" can be misleading; it is not the flood that will occur once every 100 years. Rather, it is the flood elevation that has a 1- percent chance of being equaled or exceeded each year. Therefore, the 100-year flood could occur more than once in a relatively short period of time. The 100-year flood, which is the standard used by most federal and state agencies, is used by the National Flood Insurance Program (NFIP) as the standard for floodplain management to determine the need for flood insurance.

500-year flood – A flood that has a 0.2-percent chance of being equaled or exceeded in any one year.

B REGULATIONS

The Disaster Mitigation Act of 2000 (P.L. 106-390) facilitates a new and revitalized approach to mitigation planning. DMA 2000 amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act by repealing the previous mitigation planning provisions (Section 409) and replacing them with a new set of mitigation plan requirements (Section 322). This new section emphasizes the need for state, Tribal, and local entities to closely coordinate mitigation planning and implementation efforts. The following pages provide a description of the Disaster Mitigation Act of 2000, as well as the Interim Final Rule for mitigation planning.

PUBLIC LAW 106-390—OCT. 30, 2000

DISASTER MITIGATION ACT OF 2000

Public Law 106–390
106th Congress

An Act

Oct. 30, 2000
[H.R. 707]

To amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act to authorize a program for predisaster mitigation, to streamline the administration of disaster relief, to control the Federal costs of disaster assistance, and for other purposes.

Disaster
Mitigation Act of
2000.
42 USC 5121
note.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE; TABLE OF CONTENTS.

(a) **SHORT TITLE.**—This Act may be cited as the “Disaster Mitigation Act of 2000”.

(b) **TABLE OF CONTENTS.**—The table of contents of this Act is as follows:

Sec. 1. Short title; table of contents.

TITLE I—PREDISASTER HAZARD MITIGATION

Sec. 101. Findings and purpose.

Sec. 102. Predisaster hazard mitigation.

Sec. 103. Interagency task force.

Sec. 104. Mitigation planning; minimum standards for public and private structures.

TITLE II—STREAMLINING AND COST REDUCTION

Sec. 201. Technical amendments.

Sec. 202. Management costs.

Sec. 203. Public notice, comment, and consultation requirements.

Sec. 204. State administration of hazard mitigation grant program.

Sec. 205. Assistance to repair, restore, reconstruct, or replace damaged facilities.

Sec. 206. Federal assistance to individuals and households.

Sec. 207. Community disaster loans.

Sec. 208. Report on State management of small disasters initiative.

Sec. 209. Study regarding cost reduction.

TITLE III—MISCELLANEOUS

Sec. 301. Technical correction of short title.

Sec. 302. Definitions.

Sec. 303. Fire management assistance.

Sec. 304. Disaster grant closeout procedures.

Sec. 305. Public safety officer benefits for certain Federal and State employees.

Sec. 306. Buy American.

Sec. 307. Treatment of certain real property.

Sec. 308. Study of participation by Indian tribes in emergency management.

**TITLE I—PREDISASTER HAZARD
MITIGATION**

42 USC 5133
note.

SEC. 101. FINDINGS AND PURPOSE.

(a) **FINDINGS.**—Congress finds that—

(1) natural disasters, including earthquakes, tsunamis, tornadoes, hurricanes, flooding, and wildfires, pose great danger to human life and to property throughout the United States;

(2) greater emphasis needs to be placed on—

(A) identifying and assessing the risks to States and local governments (including Indian tribes) from natural disasters;

(B) implementing adequate measures to reduce losses from natural disasters; and

(C) ensuring that the critical services and facilities of communities will continue to function after a natural disaster;

(3) expenditures for postdisaster assistance are increasing without commensurate reductions in the likelihood of future losses from natural disasters;

(4) in the expenditure of Federal funds under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), high priority should be given to mitigation of hazards at the local level; and

(5) with a unified effort of economic incentives, awareness and education, technical assistance, and demonstrated Federal support, States and local governments (including Indian tribes) will be able to—

(A) form effective community-based partnerships for hazard mitigation purposes;

(B) implement effective hazard mitigation measures that reduce the potential damage from natural disasters;

(C) ensure continued functionality of critical services;

(D) leverage additional non-Federal resources in meeting natural disaster resistance goals; and

(E) make commitments to long-term hazard mitigation efforts to be applied to new and existing structures.

(b) **PURPOSE.**—The purpose of this title is to establish a national disaster hazard mitigation program—

(1) to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from natural disasters; and

(2) to provide a source of predisaster hazard mitigation funding that will assist States and local governments (including Indian tribes) in implementing effective hazard mitigation measures that are designed to ensure the continued functionality of critical services and facilities after a natural disaster.

SEC. 102. PREDISASTER HAZARD MITIGATION.

(a) **IN GENERAL.**—Title II of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5131 et seq.) is amended by adding at the end the following:

“SEC. 203. PREDISASTER HAZARD MITIGATION.

“(a) **DEFINITION OF SMALL IMPOVERISHED COMMUNITY.**—In this section, the term ‘small impoverished community’ means a community of 3,000 or fewer individuals that is economically disadvantaged, as determined by the State in which the community is located and based on criteria established by the President.

“(b) **ESTABLISHMENT OF PROGRAM.**—The President may establish a program to provide technical and financial assistance to States and local governments to assist in the implementation of

President.
42 USC 5133.

predisaster hazard mitigation measures that are cost-effective and are designed to reduce injuries, loss of life, and damage and destruction of property, including damage to critical services and facilities under the jurisdiction of the States or local governments.

“(c) APPROVAL BY PRESIDENT.—If the President determines that a State or local government has identified natural disaster hazards in areas under its jurisdiction and has demonstrated the ability to form effective public-private natural disaster hazard mitigation partnerships, the President, using amounts in the National Predisaster Mitigation Fund established under subsection (i) (referred to in this section as the ‘Fund’), may provide technical and financial assistance to the State or local government to be used in accordance with subsection (e).

“(d) STATE RECOMMENDATIONS.—

“(1) IN GENERAL.—

“(A) RECOMMENDATIONS.—The Governor of each State may recommend to the President not fewer than five local governments to receive assistance under this section.

“(B) DEADLINE FOR SUBMISSION.—The recommendations under subparagraph (A) shall be submitted to the President not later than October 1, 2001, and each October 1st thereafter or such later date in the year as the President may establish.

“(C) CRITERIA.—In making recommendations under subparagraph (A), a Governor shall consider the criteria specified in subsection (g).

“(2) USE.—

“(A) IN GENERAL.—Except as provided in subparagraph (B), in providing assistance to local governments under this section, the President shall select from local governments recommended by the Governors under this subsection.

“(B) EXTRAORDINARY CIRCUMSTANCES.—In providing assistance to local governments under this section, the President may select a local government that has not been recommended by a Governor under this subsection if the President determines that extraordinary circumstances justify the selection and that making the selection will further the purpose of this section.

“(3) EFFECT OF FAILURE TO NOMINATE.—If a Governor of a State fails to submit recommendations under this subsection in a timely manner, the President may select, subject to the criteria specified in subsection (g), any local governments of the State to receive assistance under this section.

“(e) USES OF TECHNICAL AND FINANCIAL ASSISTANCE.—

“(1) IN GENERAL.—Technical and financial assistance provided under this section—

“(A) shall be used by States and local governments principally to implement predisaster hazard mitigation measures that are cost-effective and are described in proposals approved by the President under this section; and

“(B) may be used—

“(i) to support effective public-private natural disaster hazard mitigation partnerships;

“(ii) to improve the assessment of a community’s vulnerability to natural hazards; or

President.

“(iii) to establish hazard mitigation priorities, and an appropriate hazard mitigation plan, for a community.

“(2) DISSEMINATION.—A State or local government may use not more than 10 percent of the financial assistance received by the State or local government under this section for a fiscal year to fund activities to disseminate information regarding cost-effective mitigation technologies.

“(f) ALLOCATION OF FUNDS.—The amount of financial assistance made available to a State (including amounts made available to local governments of the State) under this section for a fiscal year—

“(1) shall be not less than the lesser of—

“(A) \$500,000; or

“(B) the amount that is equal to 1.0 percent of the total funds appropriated to carry out this section for the fiscal year;

“(2) shall not exceed 15 percent of the total funds described in paragraph (1)(B); and

“(3) shall be subject to the criteria specified in subsection (g).

“(g) CRITERIA FOR ASSISTANCE AWARDS.—In determining whether to provide technical and financial assistance to a State or local government under this section, the President shall take into account—

“(1) the extent and nature of the hazards to be mitigated;

“(2) the degree of commitment of the State or local government to reduce damages from future natural disasters;

“(3) the degree of commitment by the State or local government to support ongoing non-Federal support for the hazard mitigation measures to be carried out using the technical and financial assistance;

“(4) the extent to which the hazard mitigation measures to be carried out using the technical and financial assistance contribute to the mitigation goals and priorities established by the State;

“(5) the extent to which the technical and financial assistance is consistent with other assistance provided under this Act;

“(6) the extent to which prioritized, cost-effective mitigation activities that produce meaningful and definable outcomes are clearly identified;

“(7) if the State or local government has submitted a mitigation plan under section 322, the extent to which the activities identified under paragraph (6) are consistent with the mitigation plan;

“(8) the opportunity to fund activities that maximize net benefits to society;

“(9) the extent to which assistance will fund mitigation activities in small impoverished communities; and

“(10) such other criteria as the President establishes in consultation with State and local governments. President.

“(h) FEDERAL SHARE.—

“(1) IN GENERAL.—Financial assistance provided under this section may contribute up to 75 percent of the total cost of mitigation activities approved by the President.

“(2) SMALL IMPOVERISHED COMMUNITIES.—Notwithstanding paragraph (1), the President may contribute up to 90 percent of the total cost of a mitigation activity carried out in a small impoverished community.

“(i) NATIONAL PREDISASTER MITIGATION FUND.—

“(1) ESTABLISHMENT.—The President may establish in the Treasury of the United States a fund to be known as the ‘National Predisaster Mitigation Fund’, to be used in carrying out this section.

“(2) TRANSFERS TO FUND.—There shall be deposited in the Fund—

“(A) amounts appropriated to carry out this section, which shall remain available until expended; and

“(B) sums available from gifts, bequests, or donations of services or property received by the President for the purpose of predisaster hazard mitigation.

“(3) EXPENDITURES FROM FUND.—Upon request by the President, the Secretary of the Treasury shall transfer from the Fund to the President such amounts as the President determines are necessary to provide technical and financial assistance under this section.

“(4) INVESTMENT OF AMOUNTS.—

“(A) IN GENERAL.—The Secretary of the Treasury shall invest such portion of the Fund as is not, in the judgment of the Secretary of the Treasury, required to meet current withdrawals. Investments may be made only in interest-bearing obligations of the United States.

“(B) ACQUISITION OF OBLIGATIONS.—For the purpose of investments under subparagraph (A), obligations may be acquired—

“(i) on original issue at the issue price; or

“(ii) by purchase of outstanding obligations at the market price.

“(C) SALE OF OBLIGATIONS.—Any obligation acquired by the Fund may be sold by the Secretary of the Treasury at the market price.

“(D) CREDITS TO FUND.—The interest on, and the proceeds from the sale or redemption of, any obligations held in the Fund shall be credited to and form a part of the Fund.

“(E) TRANSFERS OF AMOUNTS.—

“(i) IN GENERAL.—The amounts required to be transferred to the Fund under this subsection shall be transferred at least monthly from the general fund of the Treasury to the Fund on the basis of estimates made by the Secretary of the Treasury.

“(ii) ADJUSTMENTS.—Proper adjustment shall be made in amounts subsequently transferred to the extent prior estimates were in excess of or less than the amounts required to be transferred.

“(j) LIMITATION ON TOTAL AMOUNT OF FINANCIAL ASSISTANCE.—The President shall not provide financial assistance under this section in an amount greater than the amount available in the Fund.

“(k) MULTHAZARD ADVISORY MAPS.—

“(1) DEFINITION OF MULTHAZARD ADVISORY MAP.—In this subsection, the term ‘multihazard advisory map’ means a map

on which hazard data concerning each type of natural disaster is identified simultaneously for the purpose of showing areas of hazard overlap.

“(2) DEVELOPMENT OF MAPS.—In consultation with States, local governments, and appropriate Federal agencies, the President shall develop multihazard advisory maps for areas, in not fewer than five States, that are subject to commonly recurring natural hazards (including flooding, hurricanes and severe winds, and seismic events). President.

“(3) USE OF TECHNOLOGY.—In developing multihazard advisory maps under this subsection, the President shall use, to the maximum extent practicable, the most cost-effective and efficient technology available.

“(4) USE OF MAPS.—

“(A) ADVISORY NATURE.—The multihazard advisory maps shall be considered to be advisory and shall not require the development of any new policy by, or impose any new policy on, any government or private entity.

“(B) AVAILABILITY OF MAPS.—The multihazard advisory maps shall be made available to the appropriate State and local governments for the purposes of—

“(i) informing the general public about the risks of natural hazards in the areas described in paragraph (2);

“(ii) supporting the activities described in subsection (e); and

“(iii) other public uses.

“(1) REPORT ON FEDERAL AND STATE ADMINISTRATION.—Not later than 18 months after the date of the enactment of this section, the President, in consultation with State and local governments, shall submit to Congress a report evaluating efforts to implement this section and recommending a process for transferring greater authority and responsibility for administering the assistance program established under this section to capable States. Deadline.

“(m) TERMINATION OF AUTHORITY.—The authority provided by this section terminates December 31, 2003.”

(b) CONFORMING AMENDMENT.—Title II of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5131 et seq.) is amended by striking the title heading and inserting the following:

“TITLE II—DISASTER PREPAREDNESS AND MITIGATION ASSISTANCE”.

SEC. 103. INTERAGENCY TASK FORCE.

Title II of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5131 et seq.) (as amended by section 102(a)) is amended by adding at the end the following:

“SEC. 204. INTERAGENCY TASK FORCE.

42 USC 5134.

“(a) IN GENERAL.—The President shall establish a Federal interagency task force for the purpose of coordinating the implementation of predisaster hazard mitigation programs administered by the Federal Government.

“(b) CHAIRPERSON.—The Director of the Federal Emergency Management Agency shall serve as the chairperson of the task force.

“(c) MEMBERSHIP.—The membership of the task force shall include representatives of—

“(1) relevant Federal agencies;

“(2) State and local government organizations (including Indian tribes); and

“(3) the American Red Cross.”.

SEC. 104. MITIGATION PLANNING; MINIMUM STANDARDS FOR PUBLIC AND PRIVATE STRUCTURES.

(a) IN GENERAL.—Title III of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5141 et seq.) is amended by adding at the end the following:

42 USC 5165.

“SEC. 322. MITIGATION PLANNING.

“(a) REQUIREMENT OF MITIGATION PLAN.—As a condition of receipt of an increased Federal share for hazard mitigation measures under subsection (e), a State, local, or tribal government shall develop and submit for approval to the President a mitigation plan that outlines processes for identifying the natural hazards, risks, and vulnerabilities of the area under the jurisdiction of the government.

“(b) LOCAL AND TRIBAL PLANS.—Each mitigation plan developed by a local or tribal government shall—

“(1) describe actions to mitigate hazards, risks, and vulnerabilities identified under the plan; and

“(2) establish a strategy to implement those actions.

“(c) STATE PLANS.—The State process of development of a mitigation plan under this section shall—

“(1) identify the natural hazards, risks, and vulnerabilities of areas in the State;

“(2) support development of local mitigation plans;

“(3) provide for technical assistance to local and tribal governments for mitigation planning; and

“(4) identify and prioritize mitigation actions that the State will support, as resources become available.

“(d) FUNDING.—

“(1) IN GENERAL.—Federal contributions under section 404 may be used to fund the development and updating of mitigation plans under this section.

“(2) MAXIMUM FEDERAL CONTRIBUTION.—With respect to any mitigation plan, a State, local, or tribal government may use an amount of Federal contributions under section 404 not to exceed 7 percent of the amount of such contributions available to the government as of a date determined by the government.

“(e) INCREASED FEDERAL SHARE FOR HAZARD MITIGATION MEASURES.—

“(1) IN GENERAL.—If, at the time of the declaration of a major disaster, a State has in effect an approved mitigation plan under this section, the President may increase to 20 percent, with respect to the major disaster, the maximum percentage specified in the last sentence of section 404(a).

President.

“(2) FACTORS FOR CONSIDERATION.—In determining whether to increase the maximum percentage under paragraph (1), the President shall consider whether the State has established—

“(A) eligibility criteria for property acquisition and other types of mitigation measures;

“(B) requirements for cost effectiveness that are related to the eligibility criteria;

“(C) a system of priorities that is related to the eligibility criteria; and

“(D) a process by which an assessment of the effectiveness of a mitigation action may be carried out after the mitigation action is complete.

“SEC. 323. MINIMUM STANDARDS FOR PUBLIC AND PRIVATE STRUCTURES.

42 USC 5165a.

“(a) IN GENERAL.—As a condition of receipt of a disaster loan or grant under this Act—

“(1) the recipient shall carry out any repair or construction to be financed with the loan or grant in accordance with applicable standards of safety, decency, and sanitation and in conformity with applicable codes, specifications, and standards; and

“(2) the President may require safe land use and construction practices, after adequate consultation with appropriate State and local government officials.

“(b) EVIDENCE OF COMPLIANCE.—A recipient of a disaster loan or grant under this Act shall provide such evidence of compliance with this section as the President may require by regulation.”.

(b) LOSSES FROM STRAIGHT LINE WINDS.—The President shall increase the maximum percentage specified in the last sentence of section 404(a) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170c(a)) from 15 percent to 20 percent with respect to any major disaster that is in the State of Minnesota and for which assistance is being provided as of the date of the enactment of this Act, except that additional assistance provided under this subsection shall not exceed \$6,000,000. The mitigation measures assisted under this subsection shall be related to losses in the State of Minnesota from straight line winds.

President.

(c) CONFORMING AMENDMENTS.—

(1) Section 404(a) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170c(a)) is amended—

(A) in the second sentence, by striking “section 409” and inserting “section 322”; and

(B) in the third sentence, by striking “The total” and inserting “Subject to section 322, the total”.

(2) Section 409 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5176) is repealed.

TITLE II—STREAMLINING AND COST REDUCTION

SEC. 201. TECHNICAL AMENDMENTS.

Section 311 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5154) is amended in subsections (a)(1), (b), and (c) by striking “section 803 of the Public Works and Economic Development Act of 1965” each place it appears

and inserting “section 209(c)(2) of the Public Works and Economic Development Act of 1965 (42 U.S.C. 3149(c)(2))”.

SEC. 202. MANAGEMENT COSTS.

(a) **IN GENERAL.**—Title III of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5141 et seq.) (as amended by section 104(a)) is amended by adding at the end the following:

42 USC 5165b.

“SEC. 324. MANAGEMENT COSTS.

“(a) **DEFINITION OF MANAGEMENT COST.**—In this section, the term ‘management cost’ includes any indirect cost, any administrative expense, and any other expense not directly chargeable to a specific project under a major disaster, emergency, or disaster preparedness or mitigation activity or measure.

Regulations.

“(b) **ESTABLISHMENT OF MANAGEMENT COST RATES.**—Notwithstanding any other provision of law (including any administrative rule or guidance), the President shall by regulation establish management cost rates, for grantees and subgrantees, that shall be used to determine contributions under this Act for management costs.

Deadline.

“(c) **REVIEW.**—The President shall review the management cost rates established under subsection (b) not later than 3 years after the date of establishment of the rates and periodically thereafter.”.

42 USC 5165b
note.

(b) APPLICABILITY.—

(1) **IN GENERAL.**—Subject to paragraph (2), subsections (a) and (b) of section 324 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (as added by subsection (a)) shall apply to major disasters declared under that Act on or after the date of the enactment of this Act.

(2) **INTERIM AUTHORITY.**—Until the date on which the President establishes the management cost rates under section 324 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (as added by subsection (a)), section 406(f) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5172(f)) (as in effect on the day before the date of the enactment of this Act) shall be used to establish management cost rates.

SEC. 203. PUBLIC NOTICE, COMMENT, AND CONSULTATION REQUIREMENTS.

Title III of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5141 et seq.) (as amended by section 202(a)) is amended by adding at the end the following:

42 USC 5165c.

“SEC. 325. PUBLIC NOTICE, COMMENT, AND CONSULTATION REQUIREMENTS.

“(a) **PUBLIC NOTICE AND COMMENT CONCERNING NEW OR MODIFIED POLICIES.—**

President.

“(1) **IN GENERAL.**—The President shall provide for public notice and opportunity for comment before adopting any new or modified policy that—

“(A) governs implementation of the public assistance program administered by the Federal Emergency Management Agency under this Act; and

“(B) could result in a significant reduction of assistance under the program.

“(2) APPLICATION.—Any policy adopted under paragraph (1) shall apply only to a major disaster or emergency declared on or after the date on which the policy is adopted.

“(b) CONSULTATION CONCERNING INTERIM POLICIES.—

“(1) IN GENERAL.—Before adopting any interim policy under the public assistance program to address specific conditions that relate to a major disaster or emergency that has been declared under this Act, the President, to the maximum extent practicable, shall solicit the views and recommendations of grantees and subgrantees with respect to the major disaster or emergency concerning the potential interim policy, if the interim policy is likely—

“(A) to result in a significant reduction of assistance to applicants for the assistance with respect to the major disaster or emergency; or

“(B) to change the terms of a written agreement to which the Federal Government is a party concerning the declaration of the major disaster or emergency.

“(2) NO LEGAL RIGHT OF ACTION.—Nothing in this subsection confers a legal right of action on any party.

“(c) PUBLIC ACCESS.—The President shall promote public access to policies governing the implementation of the public assistance program.”. President.

SEC. 204. STATE ADMINISTRATION OF HAZARD MITIGATION GRANT PROGRAM.

Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170c) is amended by adding at the end the following:

“(c) PROGRAM ADMINISTRATION BY STATES.—

“(1) IN GENERAL.—A State desiring to administer the hazard mitigation grant program established by this section with respect to hazard mitigation assistance in the State may submit to the President an application for the delegation of the authority to administer the program.

“(2) CRITERIA.—The President, in consultation and coordination with States and local governments, shall establish criteria for the approval of applications submitted under paragraph (1). The criteria shall include, at a minimum—

“(A) the demonstrated ability of the State to manage the grant program under this section;

“(B) there being in effect an approved mitigation plan under section 322; and

“(C) a demonstrated commitment to mitigation activities.

“(3) APPROVAL.—The President shall approve an application submitted under paragraph (1) that meets the criteria established under paragraph (2). President.

“(4) WITHDRAWAL OF APPROVAL.—If, after approving an application of a State submitted under paragraph (1), the President determines that the State is not administering the hazard mitigation grant program established by this section in a manner satisfactory to the President, the President shall withdraw the approval.

“(5) AUDITS.—The President shall provide for periodic audits of the hazard mitigation grant programs administered by States under this subsection.”. President.

SEC. 205. ASSISTANCE TO REPAIR, RESTORE, RECONSTRUCT, OR REPLACE DAMAGED FACILITIES.

(a) CONTRIBUTIONS.—Section 406 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5172) is amended by striking subsection (a) and inserting the following:

“(a) CONTRIBUTIONS.—

“(1) IN GENERAL.—The President may make contributions—

“(A) to a State or local government for the repair, restoration, reconstruction, or replacement of a public facility damaged or destroyed by a major disaster and for associated expenses incurred by the government; and

“(B) subject to paragraph (3), to a person that owns or operates a private nonprofit facility damaged or destroyed by a major disaster for the repair, restoration, reconstruction, or replacement of the facility and for associated expenses incurred by the person.

“(2) ASSOCIATED EXPENSES.—For the purposes of this section, associated expenses shall include—

“(A) the costs of mobilizing and employing the National Guard for performance of eligible work;

“(B) the costs of using prison labor to perform eligible work, including wages actually paid, transportation to a worksite, and extraordinary costs of guards, food, and lodging; and

“(C) base and overtime wages for the employees and extra hires of a State, local government, or person described in paragraph (1) that perform eligible work, plus fringe benefits on such wages to the extent that such benefits were being paid before the major disaster.

“(3) CONDITIONS FOR ASSISTANCE TO PRIVATE NONPROFIT FACILITIES.—

“(A) IN GENERAL.—The President may make contributions to a private nonprofit facility under paragraph (1)(B) only if—

“(i) the facility provides critical services (as defined by the President) in the event of a major disaster; or

“(ii) the owner or operator of the facility—

“(I) has applied for a disaster loan under section 7(b) of the Small Business Act (15 U.S.C. 636(b)); and

“(II)(aa) has been determined to be ineligible for such a loan; or

“(bb) has obtained such a loan in the maximum amount for which the Small Business Administration determines the facility is eligible.

“(B) DEFINITION OF CRITICAL SERVICES.—In this paragraph, the term ‘critical services’ includes power, water (including water provided by an irrigation organization or facility), sewer, wastewater treatment, communications, and emergency medical care.

“(4) NOTIFICATION TO CONGRESS.—Before making any contribution under this section in an amount greater than \$20,000,000, the President shall notify—

“(A) the Committee on Environment and Public Works of the Senate;

“(B) the Committee on Transportation and Infrastructure of the House of Representatives;

“(C) the Committee on Appropriations of the Senate; and

“(D) the Committee on Appropriations of the House of Representatives.”

(b) **FEDERAL SHARE.**—Section 406 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5172) is amended by striking subsection (b) and inserting the following:

“(b) **FEDERAL SHARE.**—

“(1) **MINIMUM FEDERAL SHARE.**—Except as provided in paragraph (2), the Federal share of assistance under this section shall be not less than 75 percent of the eligible cost of repair, restoration, reconstruction, or replacement carried out under this section.

“(2) **REDUCED FEDERAL SHARE.**—The President shall promulgate regulations to reduce the Federal share of assistance under this section to not less than 25 percent in the case of the repair, restoration, reconstruction, or replacement of any eligible public facility or private nonprofit facility following an event associated with a major disaster—

President.
Regulations.

“(A) that has been damaged, on more than one occasion within the preceding 10-year period, by the same type of event; and

“(B) the owner of which has failed to implement appropriate mitigation measures to address the hazard that caused the damage to the facility.”

(c) **LARGE IN-LIEU CONTRIBUTIONS.**—Section 406 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5172) is amended by striking subsection (c) and inserting the following:

“(c) **LARGE IN-LIEU CONTRIBUTIONS.**—

“(1) **FOR PUBLIC FACILITIES.**—

“(A) **IN GENERAL.**—In any case in which a State or local government determines that the public welfare would not best be served by repairing, restoring, reconstructing, or replacing any public facility owned or controlled by the State or local government, the State or local government may elect to receive, in lieu of a contribution under subsection (a)(1)(A), a contribution in an amount equal to 75 percent of the Federal share of the Federal estimate of the cost of repairing, restoring, reconstructing, or replacing the facility and of management expenses.

“(B) **AREAS WITH UNSTABLE SOIL.**—In any case in which a State or local government determines that the public welfare would not best be served by repairing, restoring, reconstructing, or replacing any public facility owned or controlled by the State or local government because soil instability in the disaster area makes repair, restoration, reconstruction, or replacement infeasible, the State or local government may elect to receive, in lieu of a contribution under subsection (a)(1)(A), a contribution in an amount equal to 90 percent of the Federal share of the Federal estimate of the cost of repairing, restoring, reconstructing, or replacing the facility and of management expenses.

“(C) **USE OF FUNDS.**—Funds contributed to a State or local government under this paragraph may be used—

“(i) to repair, restore, or expand other selected public facilities;

“(ii) to construct new facilities; or

“(iii) to fund hazard mitigation measures that the State or local government determines to be necessary to meet a need for governmental services and functions in the area affected by the major disaster.

“(D) LIMITATIONS.—Funds made available to a State or local government under this paragraph may not be used for—

“(i) any public facility located in a regulatory floodway (as defined in section 59.1 of title 44, Code of Federal Regulations (or a successor regulation)); or

“(ii) any uninsured public facility located in a special flood hazard area identified by the Director of the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. 4001 et seq.).

“(2) FOR PRIVATE NONPROFIT FACILITIES.—

“(A) IN GENERAL.—In any case in which a person that owns or operates a private nonprofit facility determines that the public welfare would not best be served by repairing, restoring, reconstructing, or replacing the facility, the person may elect to receive, in lieu of a contribution under subsection (a)(1)(B), a contribution in an amount equal to 75 percent of the Federal share of the Federal estimate of the cost of repairing, restoring, reconstructing, or replacing the facility and of management expenses.

“(B) USE OF FUNDS.—Funds contributed to a person under this paragraph may be used—

“(i) to repair, restore, or expand other selected private nonprofit facilities owned or operated by the person;

“(ii) to construct new private nonprofit facilities to be owned or operated by the person; or

“(iii) to fund hazard mitigation measures that the person determines to be necessary to meet a need for the person’s services and functions in the area affected by the major disaster.

“(C) LIMITATIONS.—Funds made available to a person under this paragraph may not be used for—

“(i) any private nonprofit facility located in a regulatory floodway (as defined in section 59.1 of title 44, Code of Federal Regulations (or a successor regulation)); or

“(ii) any uninsured private nonprofit facility located in a special flood hazard area identified by the Director of the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. 4001 et seq.).”.

(d) ELIGIBLE COST.—

(1) IN GENERAL.—Section 406 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5172) is amended by striking subsection (e) and inserting the following:

“(e) ELIGIBLE COST.—

“(1) DETERMINATION.—

“(A) IN GENERAL.—For the purposes of this section, the President shall estimate the eligible cost of repairing, restoring, reconstructing, or replacing a public facility or private nonprofit facility—

“(i) on the basis of the design of the facility as the facility existed immediately before the major disaster; and

“(ii) in conformity with codes, specifications, and standards (including floodplain management and hazard mitigation criteria required by the President or under the Coastal Barrier Resources Act (16 U.S.C. 3501 et seq.)) applicable at the time at which the disaster occurred.

“(B) COST ESTIMATION PROCEDURES.—

“(i) IN GENERAL.—Subject to paragraph (2), the President shall use the cost estimation procedures established under paragraph (3) to determine the eligible cost under this subsection.

“(ii) APPLICABILITY.—The procedures specified in this paragraph and paragraph (2) shall apply only to projects the eligible cost of which is equal to or greater than the amount specified in section 422.

“(2) MODIFICATION OF ELIGIBLE COST.—

“(A) ACTUAL COST GREATER THAN CEILING PERCENTAGE OF ESTIMATED COST.—In any case in which the actual cost of repairing, restoring, reconstructing, or replacing a facility under this section is greater than the ceiling percentage established under paragraph (3) of the cost estimated under paragraph (1), the President may determine that the eligible cost includes a portion of the actual cost of the repair, restoration, reconstruction, or replacement that exceeds the cost estimated under paragraph (1).

“(B) ACTUAL COST LESS THAN ESTIMATED COST.—

“(i) GREATER THAN OR EQUAL TO FLOOR PERCENTAGE OF ESTIMATED COST.—In any case in which the actual cost of repairing, restoring, reconstructing, or replacing a facility under this section is less than 100 percent of the cost estimated under paragraph (1), but is greater than or equal to the floor percentage established under paragraph (3) of the cost estimated under paragraph (1), the State or local government or person receiving funds under this section shall use the excess funds to carry out cost-effective activities that reduce the risk of future damage, hardship, or suffering from a major disaster.

“(ii) LESS THAN FLOOR PERCENTAGE OF ESTIMATED COST.—In any case in which the actual cost of repairing, restoring, reconstructing, or replacing a facility under this section is less than the floor percentage established under paragraph (3) of the cost estimated under paragraph (1), the State or local government or person receiving assistance under this section shall reimburse the President in the amount of the difference.

“(C) NO EFFECT ON APPEALS PROCESS.—Nothing in this paragraph affects any right of appeal under section 423.

“(3) EXPERT PANEL.—

“(A) ESTABLISHMENT.—Not later than 18 months after the date of the enactment of this paragraph, the President, acting through the Director of the Federal Emergency Management Agency, shall establish an expert panel, which shall include representatives from the construction industry and State and local government.

“(B) DUTIES.—The expert panel shall develop recommendations concerning—

“(i) procedures for estimating the cost of repairing, restoring, reconstructing, or replacing a facility consistent with industry practices; and

“(ii) the ceiling and floor percentages referred to in paragraph (2).

President.

“(C) REGULATIONS.—Taking into account the recommendations of the expert panel under subparagraph (B), the President shall promulgate regulations that establish—

“(i) cost estimation procedures described in subparagraph (B)(i); and

“(ii) the ceiling and floor percentages referred to in paragraph (2).

Deadline.

“(D) REVIEW BY PRESIDENT.—Not later than 2 years after the date of promulgation of regulations under subparagraph (C) and periodically thereafter, the President shall review the cost estimation procedures and the ceiling and floor percentages established under this paragraph.

Deadline.

“(E) REPORT TO CONGRESS.—Not later than 1 year after the date of promulgation of regulations under subparagraph (C), 3 years after that date, and at the end of each 2-year period thereafter, the expert panel shall submit to Congress a report on the appropriateness of the cost estimation procedures.

“(4) SPECIAL RULE.—In any case in which the facility being repaired, restored, reconstructed, or replaced under this section was under construction on the date of the major disaster, the cost of repairing, restoring, reconstructing, or replacing the facility shall include, for the purposes of this section, only those costs that, under the contract for the construction, are the owner’s responsibility and not the contractor’s responsibility.”.

42 USC 5172
note.

(2) EFFECTIVE DATE.—The amendment made by paragraph (1) takes effect on the date of the enactment of this Act and applies to funds appropriated after the date of the enactment of this Act, except that paragraph (1) of section 406(e) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (as amended by paragraph (1)) takes effect on the date on which the cost estimation procedures established under paragraph (3) of that section take effect.

(e) CONFORMING AMENDMENT.—Section 406 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5172) is amended by striking subsection (f).

SEC. 206. FEDERAL ASSISTANCE TO INDIVIDUALS AND HOUSEHOLDS.

(a) IN GENERAL.—Section 408 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5174) is amended to read as follows:

“SEC. 408. FEDERAL ASSISTANCE TO INDIVIDUALS AND HOUSEHOLDS.

“(a) IN GENERAL.—

“(1) PROVISION OF ASSISTANCE.—In accordance with this section, the President, in consultation with the Governor of a State, may provide financial assistance, and, if necessary, direct services, to individuals and households in the State who, as a direct result of a major disaster, have necessary expenses and serious needs in cases in which the individuals and households are unable to meet such expenses or needs through other means.

“(2) RELATIONSHIP TO OTHER ASSISTANCE.—Under paragraph (1), an individual or household shall not be denied assistance under paragraph (1), (3), or (4) of subsection (c) solely on the basis that the individual or household has not applied for or received any loan or other financial assistance from the Small Business Administration or any other Federal agency.

“(b) HOUSING ASSISTANCE.—

“(1) ELIGIBILITY.—The President may provide financial or other assistance under this section to individuals and households to respond to the disaster-related housing needs of individuals and households who are displaced from their predisaster primary residences or whose predisaster primary residences are rendered uninhabitable as a result of damage caused by a major disaster.

“(2) DETERMINATION OF APPROPRIATE TYPES OF ASSISTANCE.—

“(A) IN GENERAL.—The President shall determine appropriate types of housing assistance to be provided under this section to individuals and households described in subsection (a)(1) based on considerations of cost effectiveness, convenience to the individuals and households, and such other factors as the President may consider appropriate. President.

“(B) MULTIPLE TYPES OF ASSISTANCE.—One or more types of housing assistance may be made available under this section, based on the suitability and availability of the types of assistance, to meet the needs of individuals and households in the particular disaster situation.

“(c) TYPES OF HOUSING ASSISTANCE.—

“(1) TEMPORARY HOUSING.—

“(A) FINANCIAL ASSISTANCE.—

“(i) IN GENERAL.—The President may provide financial assistance to individuals or households to rent alternate housing accommodations, existing rental units, manufactured housing, recreational vehicles, or other readily fabricated dwellings.

“(ii) AMOUNT.—The amount of assistance under clause (i) shall be based on the fair market rent for the accommodation provided plus the cost of any transportation, utility hookups, or unit installation not provided directly by the President.

“(B) DIRECT ASSISTANCE.—

“(i) IN GENERAL.—The President may provide temporary housing units, acquired by purchase or lease, directly to individuals or households who, because of a lack of available housing resources, would be unable

to make use of the assistance provided under subparagraph (A).

“(ii) PERIOD OF ASSISTANCE.—The President may not provide direct assistance under clause (i) with respect to a major disaster after the end of the 18-month period beginning on the date of the declaration of the major disaster by the President, except that the President may extend that period if the President determines that due to extraordinary circumstances an extension would be in the public interest.

“(iii) COLLECTION OF RENTAL CHARGES.—After the end of the 18-month period referred to in clause (ii), the President may charge fair market rent for each temporary housing unit provided.

“(2) REPAIRS.—

“(A) IN GENERAL.—The President may provide financial assistance for—

“(i) the repair of owner-occupied private residences, utilities, and residential infrastructure (such as a private access route) damaged by a major disaster to a safe and sanitary living or functioning condition; and

“(ii) eligible hazard mitigation measures that reduce the likelihood of future damage to such residences, utilities, or infrastructure.

“(B) RELATIONSHIP TO OTHER ASSISTANCE.—A recipient of assistance provided under this paragraph shall not be required to show that the assistance can be met through other means, except insurance proceeds.

“(C) MAXIMUM AMOUNT OF ASSISTANCE.—The amount of assistance provided to a household under this paragraph shall not exceed \$5,000, as adjusted annually to reflect changes in the Consumer Price Index for All Urban Consumers published by the Department of Labor.

“(3) REPLACEMENT.—

“(A) IN GENERAL.—The President may provide financial assistance for the replacement of owner-occupied private residences damaged by a major disaster.

“(B) MAXIMUM AMOUNT OF ASSISTANCE.—The amount of assistance provided to a household under this paragraph shall not exceed \$10,000, as adjusted annually to reflect changes in the Consumer Price Index for All Urban Consumers published by the Department of Labor.

“(C) APPLICABILITY OF FLOOD INSURANCE REQUIREMENT.—With respect to assistance provided under this paragraph, the President may not waive any provision of Federal law requiring the purchase of flood insurance as a condition of the receipt of Federal disaster assistance.

“(4) PERMANENT HOUSING CONSTRUCTION.—The President may provide financial assistance or direct assistance to individuals or households to construct permanent housing in insular areas outside the continental United States and in other remote locations in cases in which—

“(A) no alternative housing resources are available; and

“(B) the types of temporary housing assistance described in paragraph (1) are unavailable, infeasible, or not cost-effective.

“(d) TERMS AND CONDITIONS RELATING TO HOUSING ASSISTANCE.—

“(1) SITES.—

“(A) IN GENERAL.—Any readily fabricated dwelling provided under this section shall, whenever practicable, be located on a site that—

“(i) is complete with utilities; and

“(ii) is provided by the State or local government, by the owner of the site, or by the occupant who was displaced by the major disaster.

“(B) SITES PROVIDED BY THE PRESIDENT.—A readily fabricated dwelling may be located on a site provided by the President if the President determines that such a site would be more economical or accessible.

“(2) DISPOSAL OF UNITS.—

“(A) SALE TO OCCUPANTS.—

“(i) IN GENERAL.—Notwithstanding any other provision of law, a temporary housing unit purchased under this section by the President for the purpose of housing disaster victims may be sold directly to the individual or household who is occupying the unit if the individual or household lacks permanent housing.

“(ii) SALE PRICE.—A sale of a temporary housing unit under clause (i) shall be at a price that is fair and equitable.

“(iii) DEPOSIT OF PROCEEDS.—Notwithstanding any other provision of law, the proceeds of a sale under clause (i) shall be deposited in the appropriate Disaster Relief Fund account.

“(iv) HAZARD AND FLOOD INSURANCE.—A sale of a temporary housing unit under clause (i) shall be made on the condition that the individual or household purchasing the housing unit agrees to obtain and maintain hazard and flood insurance on the housing unit.

“(v) USE OF GSA SERVICES.—The President may use the services of the General Services Administration to accomplish a sale under clause (i).

“(B) OTHER METHODS OF DISPOSAL.—If not disposed of under subparagraph (A), a temporary housing unit purchased under this section by the President for the purpose of housing disaster victims—

“(i) may be sold to any person; or

“(ii) may be sold, transferred, donated, or otherwise made available directly to a State or other governmental entity or to a voluntary organization for the sole purpose of providing temporary housing to disaster victims in major disasters and emergencies if, as a condition of the sale, transfer, or donation, the State, other governmental agency, or voluntary organization agrees—

“(I) to comply with the nondiscrimination provisions of section 308; and

“(II) to obtain and maintain hazard and flood insurance on the housing unit.

“(e) FINANCIAL ASSISTANCE TO ADDRESS OTHER NEEDS.—

“(1) MEDICAL, DENTAL, AND FUNERAL EXPENSES.—The President, in consultation with the Governor of a State, may provide financial assistance under this section to an individual or household in the State who is adversely affected by a major disaster to meet disaster-related medical, dental, and funeral expenses.

“(2) PERSONAL PROPERTY, TRANSPORTATION, AND OTHER EXPENSES.—The President, in consultation with the Governor of a State, may provide financial assistance under this section to an individual or household described in paragraph (1) to address personal property, transportation, and other necessary expenses or serious needs resulting from the major disaster.

“(f) STATE ROLE.—

“(1) FINANCIAL ASSISTANCE TO ADDRESS OTHER NEEDS.—

“(A) GRANT TO STATE.—Subject to subsection (g), a Governor may request a grant from the President to provide financial assistance to individuals and households in the State under subsection (e).

“(B) ADMINISTRATIVE COSTS.—A State that receives a grant under subparagraph (A) may expend not more than 5 percent of the amount of the grant for the administrative costs of providing financial assistance to individuals and households in the State under subsection (e).

“(2) ACCESS TO RECORDS.—In providing assistance to individuals and households under this section, the President shall provide for the substantial and ongoing involvement of the States in which the individuals and households are located, including by providing to the States access to the electronic records of individuals and households receiving assistance under this section in order for the States to make available any additional State and local assistance to the individuals and households.

“(g) COST SHARING.—

“(1) FEDERAL SHARE.—Except as provided in paragraph (2), the Federal share of the costs eligible to be paid using assistance provided under this section shall be 100 percent.

“(2) FINANCIAL ASSISTANCE TO ADDRESS OTHER NEEDS.—In the case of financial assistance provided under subsection (e)—

“(A) the Federal share shall be 75 percent; and

“(B) the non-Federal share shall be paid from funds made available by the State.

“(h) MAXIMUM AMOUNT OF ASSISTANCE.—

“(1) IN GENERAL.—No individual or household shall receive financial assistance greater than \$25,000 under this section with respect to a single major disaster.

“(2) ADJUSTMENT OF LIMIT.—The limit established under paragraph (1) shall be adjusted annually to reflect changes in the Consumer Price Index for All Urban Consumers published by the Department of Labor.

President.

“(i) RULES AND REGULATIONS.—The President shall prescribe rules and regulations to carry out this section, including criteria, standards, and procedures for determining eligibility for assistance.”.

“(b) CONFORMING AMENDMENT.—Section 502(a)(6) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5192(a)(6)) is amended by striking “temporary housing”.

(c) **ELIMINATION OF INDIVIDUAL AND FAMILY GRANT PROGRAMS.**—Section 411 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5178) is repealed.

(d) **EFFECTIVE DATE.**—The amendments made by this section take effect 18 months after the date of the enactment of this Act. 42 USC 5174 note.

SEC. 207. COMMUNITY DISASTER LOANS.

Section 417 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5184) is amended—

(1) by striking “(a) The President” and inserting the following:

“(a) **IN GENERAL.**—The President”;

(2) by striking “The amount” and inserting the following:

“(b) **AMOUNT.**—The amount”;

(3) by striking “Repayment” and inserting the following:

“(c) **REPAYMENT.**—

“(1) **CANCELLATION.**—Repayment”;

(4) by striking “(b) Any loans” and inserting the following:

“(d) **EFFECT ON OTHER ASSISTANCE.**—Any loans”;

(5) in subsection (b) (as designated by paragraph (2))—

(A) by striking “and shall” and inserting “shall”; and

(B) by inserting before the period at the end the following: “, and shall not exceed \$5,000,000”; and

(6) in subsection (c) (as designated by paragraph (3)), by

adding at the end the following:

“(2) **CONDITION ON CONTINUING ELIGIBILITY.**—A local government shall not be eligible for further assistance under this section during any period in which the local government is in arrears with respect to a required repayment of a loan under this section.”.

SEC. 208. REPORT ON STATE MANAGEMENT OF SMALL DISASTERS INITIATIVE.

42 USC 5121 note.

Not later than 3 years after the date of the enactment of this Act, the President shall submit to Congress a report describing the results of the State Management of Small Disasters Initiative, including—

Deadline.

(1) identification of any administrative or financial benefits of the initiative; and

(2) recommendations concerning the conditions, if any, under which States should be allowed the option to administer parts of the assistance program under section 406 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5172).

SEC. 209. STUDY REGARDING COST REDUCTION.

42 USC 5121 note.
Deadline.

Not later than 3 years after the date of the enactment of this Act, the Director of the Congressional Budget Office shall complete a study estimating the reduction in Federal disaster assistance that has resulted and is likely to result from the enactment of this Act.

TITLE III—MISCELLANEOUS

SEC. 301. TECHNICAL CORRECTION OF SHORT TITLE.

The first section of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 note) is amended to read as follows:

“SECTION 1. SHORT TITLE.

“This Act may be cited as the ‘Robert T. Stafford Disaster Relief and Emergency Assistance Act’.”.

SEC. 302. DEFINITIONS.

Section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122) is amended—

(1) in each of paragraphs (3) and (4), by striking “the Northern” and all that follows through “Pacific Islands” and inserting “and the Commonwealth of the Northern Mariana Islands”;

(2) by striking paragraph (6) and inserting the following:
“(6) LOCAL GOVERNMENT.—The term ‘local government’ means—

“(A) a county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government;

“(B) an Indian tribe or authorized tribal organization, or Alaska Native village or organization; and

“(C) a rural community, unincorporated town or village, or other public entity, for which an application for assistance is made by a State or political subdivision of a State.”; and

(3) in paragraph (9), by inserting “irrigation,” after “utility,”.

SEC. 303. FIRE MANAGEMENT ASSISTANCE.

(a) IN GENERAL.—Section 420 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5187) is amended to read as follows:

“SEC. 420. FIRE MANAGEMENT ASSISTANCE.

“(a) IN GENERAL.—The President is authorized to provide assistance, including grants, equipment, supplies, and personnel, to any State or local government for the mitigation, management, and control of any fire on public or private forest land or grassland that threatens such destruction as would constitute a major disaster.

President.

“(b) COORDINATION WITH STATE AND TRIBAL DEPARTMENTS OF FORESTRY.—In providing assistance under this section, the President shall coordinate with State and tribal departments of forestry.

“(c) ESSENTIAL ASSISTANCE.—In providing assistance under this section, the President may use the authority provided under section 403.

“(d) RULES AND REGULATIONS.—The President shall prescribe such rules and regulations as are necessary to carry out this section.” President.

(b) EFFECTIVE DATE.—The amendment made by subsection (a) takes effect 1 year after the date of the enactment of this Act. 42 USC 5187 note.

SEC. 304. DISASTER GRANT CLOSEOUT PROCEDURES. 42 USC 5205.

Title VII of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5101 et seq.) is amended by adding at the end the following:

“SEC. 705. DISASTER GRANT CLOSEOUT PROCEDURES.

“(a) STATUTE OF LIMITATIONS.—

“(1) IN GENERAL.—Except as provided in paragraph (2), no administrative action to recover any payment made to a State or local government for disaster or emergency assistance under this Act shall be initiated in any forum after the date that is 3 years after the date of transmission of the final expenditure report for the disaster or emergency.

“(2) FRAUD EXCEPTION.—The limitation under paragraph (1) shall apply unless there is evidence of civil or criminal fraud.

“(b) REBUTTAL OF PRESUMPTION OF RECORD MAINTENANCE.—

“(1) IN GENERAL.—In any dispute arising under this section after the date that is 3 years after the date of transmission of the final expenditure report for the disaster or emergency, there shall be a presumption that accounting records were maintained that adequately identify the source and application of funds provided for financially assisted activities.

“(2) AFFIRMATIVE EVIDENCE.—The presumption described in paragraph (1) may be rebutted only on production of affirmative evidence that the State or local government did not maintain documentation described in that paragraph.

“(3) INABILITY TO PRODUCE DOCUMENTATION.—The inability of the Federal, State, or local government to produce source documentation supporting expenditure reports later than 3 years after the date of transmission of the final expenditure report shall not constitute evidence to rebut the presumption described in paragraph (1).

“(4) RIGHT OF ACCESS.—The period during which the Federal, State, or local government has the right to access source documentation shall not be limited to the required 3-year retention period referred to in paragraph (3), but shall last as long as the records are maintained.

“(c) BINDING NATURE OF GRANT REQUIREMENTS.—A State or local government shall not be liable for reimbursement or any other penalty for any payment made under this Act if—

“(1) the payment was authorized by an approved agreement specifying the costs;

“(2) the costs were reasonable; and

“(3) the purpose of the grant was accomplished.”.

SEC. 305. PUBLIC SAFETY OFFICER BENEFITS FOR CERTAIN FEDERAL AND STATE EMPLOYEES.

(a) IN GENERAL.—Section 1204 of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b) is amended by striking paragraph (7) and inserting the following:

“(7) ‘public safety officer’ means—

“(A) an individual serving a public agency in an official capacity, with or without compensation, as a law enforcement officer, as a firefighter, or as a member of a rescue squad or ambulance crew;

“(B) an employee of the Federal Emergency Management Agency who is performing official duties of the Agency in an area, if those official duties—

“(i) are related to a major disaster or emergency that has been, or is later, declared to exist with respect to the area under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.); and

“(ii) are determined by the Director of the Federal Emergency Management Agency to be hazardous duties; or

“(C) an employee of a State, local, or tribal emergency management or civil defense agency who is performing official duties in cooperation with the Federal Emergency Management Agency in an area, if those official duties—

“(i) are related to a major disaster or emergency that has been, or is later, declared to exist with respect to the area under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.); and

“(ii) are determined by the head of the agency to be hazardous duties.”.

42 USC 3796b
note.

(b) **EFFECTIVE DATE.**—The amendment made by subsection (a) applies only to employees described in subparagraphs (B) and (C) of section 1204(7) of the Omnibus Crime Control and Safe Streets Act of 1968 (as amended by subsection (a)) who are injured or who die in the line of duty on or after the date of the enactment of this Act.

42 USC 5206.

SEC. 306. BUY AMERICAN.

(a) **COMPLIANCE WITH BUY AMERICAN ACT.**—No funds authorized to be appropriated under this Act or any amendment made by this Act may be expended by an entity unless the entity, in expending the funds, complies with the Buy American Act (41 U.S.C. 10a et seq.).

(b) **DEBARMENT OF PERSONS CONVICTED OF FRAUDULENT USE OF “MADE IN AMERICA” LABELS.**—

Deadline.

(1) **IN GENERAL.**—If the Director of the Federal Emergency Management Agency determines that a person has been convicted of intentionally affixing a label bearing a “Made in America” inscription to any product sold in or shipped to the United States that is not made in America, the Director shall determine, not later than 90 days after determining that the person has been so convicted, whether the person should be debarred from contracting under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.).

(2) **DEFINITION OF DEBAR.**—In this subsection, the term “debar” has the meaning given the term in section 2393(c) of title 10, United States Code.

SEC. 307. TREATMENT OF CERTAIN REAL PROPERTY.

(a) **IN GENERAL.**—Notwithstanding the National Flood Insurance Act of 1968 (42 U.S.C. 4001 et seq.), the Flood Disaster

Protection Act of 1973 (42 U.S.C. 4002 et seq.), or any other provision of law, or any flood risk zone identified, delineated, or established under any such law (by flood insurance rate map or otherwise), the real property described in subsection (b) shall not be considered to be, or to have been, located in any area having special flood hazards (including any floodway or floodplain).

(b) REAL PROPERTY.—The real property described in this subsection is all land and improvements on the land located in the Maple Terrace Subdivisions in the City of Sycamore, DeKalb County, Illinois, including—

- (1) Maple Terrace Phase I;
- (2) Maple Terrace Phase II;
- (3) Maple Terrace Phase III Unit 1;
- (4) Maple Terrace Phase III Unit 2;
- (5) Maple Terrace Phase III Unit 3;
- (6) Maple Terrace Phase IV Unit 1;
- (7) Maple Terrace Phase IV Unit 2; and
- (8) Maple Terrace Phase IV Unit 3.

(c) REVISION OF FLOOD INSURANCE RATE LOT MAPS.—As soon as practicable after the date of the enactment of this Act, the Director of the Federal Emergency Management Agency shall revise the appropriate flood insurance rate lot maps of the agency to reflect the treatment under subsection (a) of the real property described in subsection (b).

SEC. 308. STUDY OF PARTICIPATION BY INDIAN TRIBES IN EMERGENCY MANAGEMENT.

42 USC 5121
note.

(a) DEFINITION OF INDIAN TRIBE.—In this section, the term “Indian tribe” has the meaning given the term in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b).

(b) STUDY.—

(1) IN GENERAL.—The Director of the Federal Emergency Management Agency shall conduct a study of participation by Indian tribes in emergency management.

(2) REQUIRED ELEMENTS.—The study shall—

(A) survey participation by Indian tribes in training, predisaster and postdisaster mitigation, disaster preparedness, and disaster recovery programs at the Federal and State levels; and

(B) review and assess the capacity of Indian tribes to participate in cost-shared emergency management programs and to participate in the management of the programs.

(3) CONSULTATION.—In conducting the study, the Director shall consult with Indian tribes.

(c) REPORT.—Not later than 1 year after the date of the enactment of this Act, the Director shall submit a report on the study under subsection (b) to—

Deadline.

(1) the Committee on Environment and Public Works of the Senate;

(2) the Committee on Transportation and Infrastructure of the House of Representatives;

(3) the Committee on Appropriations of the Senate; and

(4) the Committee on Appropriations of the House of Representatives.

Approved October 30, 2000.

LEGISLATIVE HISTORY—H.R. 707 (S. 1691):

HOUSE REPORTS: No. 106–40 (Comm. on Transportation and Infrastructure).

SENATE REPORTS: No. 106–295 accompanying S. 1691 (Comm. on Environment and Public Works).

CONGRESSIONAL RECORD:

Vol. 145 (1999): Mar. 4, considered and passed House.

Vol. 146 (2000): July 19, considered and passed Senate, amended.

Oct. 3, House concurred in Senate amendment with an amendment.

Oct. 5, Senate concurred in House amendment with an amendment.

Oct. 10, House concurred in Senate amendment.





Federal Register

**Tuesday,
February 26, 2002**

Part III

Federal Emergency Management Agency

44 CFR Parts 201 and 206

**Hazard Mitigation Planning and Hazard
Mitigation Grant Program; Interim Final
Rule**

FEDERAL EMERGENCY MANAGEMENT AGENCY

44 CFR Parts 201 and 206

RIN 3067-AD22

Hazard Mitigation Planning and Hazard Mitigation Grant Program

AGENCY: Federal Emergency
Management Agency.

ACTION: Interim final rule.

SUMMARY: This rule addresses State mitigation planning, identifies new local mitigation planning requirements, authorizes Hazard Mitigation Grant Program (HMGP) funds for planning activities, and increases the amount of HMGP funds available to States that develop a comprehensive, enhanced mitigation plan. This rule also requires that repairs or construction funded by a disaster loan or grant must be carried out in accordance with applicable standards and says that FEMA may require safe land use and construction practices as a condition of grantees receiving disaster assistance under the Stafford Act.

DATES: *Effective Date:* February 26, 2002.

Comment Date: We will accept written comments through April 29, 2002.

ADDRESSES: Please send written comments to the Rules Docket Clerk, Office of the General Counsel, Federal Emergency Management Agency, 500 C Street, SW., room 840, Washington, DC 20472, (facsimile) 202-646-4536, or (email) rules@fema.gov.

FOR FURTHER INFORMATION CONTACT: Margaret E. Lawless, Federal Insurance and Mitigation Administration, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC, 20472, 202-646-3027, (facsimile) 202-646-3104, or (email) margaret.lawless@fema.gov.

SUPPLEMENTARY INFORMATION:

Introduction

Throughout the preamble and the rule the terms “we”, “our” and “us” refer to FEMA.

Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act or the Act), 42 U.S.C. 5165, enacted under § 104 the Disaster Mitigation Act of 2000, (DMA 2000) P.L. 106-390, provides new and revitalized approaches to mitigation planning. This section: (1) Continues the requirement for a Standard State Mitigation plan as a condition of disaster assistance; (2) provides for States to receive an increased

percentage of HMGP funds (from 15 to 20 percent of the total estimated eligible Federal assistance) if, at the time of the declaration of a major disaster, they have in effect a FEMA-approved Enhanced State Mitigation Plan that meets the factors listed in this rule; (3) establishes a new requirement for local mitigation plans; and (4) authorizes up to 7 percent of the HMGP funds available to a State to be used for development of State, tribal, and local mitigation plans. We will give Indian tribal governments the opportunity to fulfill the requirements of § 322 either as a grantee or a subgrantee. An Indian tribal government may choose to apply for HMGP funding directly to us and would then serve as a grantee, meeting the State level responsibilities, or it may apply through the State, meeting the local government or subgrantee responsibilities.

Section 322, in concert with other sections of the Act, provides a significant opportunity to reduce the Nation's disaster losses through mitigation planning. In addition, implementation of planned, pre-identified, cost-effective mitigation measures will streamline the disaster recovery process. The Act provides a framework for linking pre- and post-disaster mitigation planning and initiatives with public and private interests to ensure an integrated, comprehensive approach to disaster loss reduction. The language in the Act, taken as a whole, emphasizes the importance of strong State and local planning processes and comprehensive program management at the State level. The new planning criteria also support State administration of the HMGP, and contemplate a significant State commitment to mitigation activities, comprehensive State mitigation planning, and strong program management.

The planning process also provides a link between State and local mitigation programs. Both State level and local plans should address strategies for incorporating post-disaster early mitigation implementation strategies and sustainable recovery actions. We also recognize that governments are involved in a range of planning activities and that mitigation plans may be linked to or reference hazardous materials and other non-natural hazard plans. Improved mitigation planning will result in a better understanding of risks and vulnerabilities, as well as to expedite implementation of measures and activities to reduce those risks, both pre- and post-disaster.

Section 409 of the Stafford Act, 42 U.S.C. 5176, which required mitigation

plans and the use of minimum codes and standards, was repealed by the DMA 2000. These issues are now addressed in two separate sections of the law: mitigation planning is in section 322 of the Act, and minimum codes and standards are in section 323 of the Act. We previously implemented section 409 through 44 CFR Part 206, Subpart M. Since current law now distinguishes the planning from the codes and standards in separate sections, we will address them in different sections of the CFR. We address the new planning regulations in Part 201 to reflect the broader relevance of planning to all FEMA mitigation programs, while the minimum standards remain in Part 206, Federal Disaster Assistance, Subpart M. The regulations implementing the Hazard Mitigation Grant Program are in Part 206, Subpart N. This rule also contains changes to Subpart N, to reflect the new planning criteria identified in section 322 of the Act.

The administration is considering changes to FEMA's mitigation programs in the President's Budget for FY 2003. However, States and localities still would be required to have plans in effect, which meet the minimum requirements under this rule, as a condition of receiving mitigation assistance after November 1, 2003.

Implementation Strategy. States must have an approved hazard mitigation plan in order to receive Stafford Act assistance, excluding assistance provided pursuant to emergency provisions. These regulations provide criteria for the new two-tiered State mitigation plan process: Standard State Mitigation Plans, which allow a State to receive HMGP funding based on 15 percent of the total estimated eligible Stafford Act disaster assistance, and Enhanced State Mitigation Plans, which allow a State to receive HMGP funds based on 20 percent of the total estimated eligible Stafford Act disaster assistance. Enhanced State Mitigation Plans must demonstrate that the State has developed a comprehensive mitigation program, that it effectively uses available mitigation funding, and that it is capable of managing the increased funding. All State Mitigation Plans must be reviewed, revised, and re-approved by FEMA every three years. An important requirement of the legislation is that we must approve a completed enhanced plan *before* a disaster declaration, in order for the State to be eligible for the increased funding.

We will no longer require States to revise their mitigation plan after every disaster declaration, as under former

section 409 of the Act, 42 U.S.C. 5176. We recommend, however, that States consider revising their plan if a disaster or other circumstances significantly affect its mitigation priorities. States with existing mitigation plans, approved under former section 409, will continue to be eligible for the 15 percent HMGP funding until November 1, 2003, when all State mitigation plans must meet the requirements of these regulations. If State plans are not revised and approved to meet the Standard State Mitigation Plan requirements by that time, they will be ineligible for Stafford Act assistance, excluding emergency assistance.

Indian tribal governments may choose to apply directly to us for HMGP funding, and would therefore be responsible for having an approved State level mitigation plan, and would act as the grantee. If an Indian tribal government chooses to apply for HMGP grants through the State, they would be responsible for having an approved local level mitigation plan, and would serve as a subgrantee accountable to the State as grantee.

This rule also establishes local planning criteria so that these jurisdictions can actively begin the hazard mitigation planning process. This requirement is to encourage the development of comprehensive mitigation plans before disaster events. Section 322 requires local governments to have an approved local mitigation plan to be eligible to receive an HMGP project grant; however, this requirement will not fully take effect until November 1, 2003. FEMA Regional Directors may grant an exception to this requirement in extenuating circumstances. Until November 1, 2003, local governments will be able to receive HMGP project grant funds and may prepare a mitigation plan concurrently with implementation of their project grant. We anticipate that the Predisaster Mitigation program authorized by section 203 of the Act, 42 U.S.C. 5133, will also support this local mitigation planning by making funds available for the development of comprehensive local mitigation plans. Managing States that we approve under new criteria established under section 404 of the Act, 42 U.S.C. 5170c(c), as amended by section 204 of DMA 2000 will have approval authority for local mitigation plans. This provision does not apply to States that we approved under the Managing State program in effect before enactment of DMA 2000.

Our goal is for State and local governments to develop comprehensive and integrated plans that are coordinated through appropriate State,

local, and regional agencies, as well as non-governmental interest groups. To the extent feasible and practicable, we would also like to consolidate the planning requirements for different FEMA mitigation programs. This will ensure that one local plan will meet the minimum requirements for all of the different FEMA mitigation programs, such as the Flood Mitigation Assistance Program (authorized by sections 553 and 554 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 4104c and 42 U.S.C. 4104d), the Community Rating System (authorized by section 541 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 4022), the Pre-Disaster Mitigation Program (authorized by section 203 of the Stafford Act), the Hazard Mitigation Grant Program (authorized by section 404 of the Stafford Act), and the mitigation activities that are based upon the provisions of section 323 and subsections 406(b) and (e) of the Stafford Act. The mitigation plans may also serve to integrate documents and plans produced under other emergency management programs. State level plans should identify overall goals and priorities, incorporating the more specific local risk assessments, when available, and including projects identified through the local planning process.

Under section 322(d), up to 7 percent of the available HMGP funds may now be used for planning, and we encourage States to use these funds for local plan development. In a memorandum to FEMA Regional Directors dated December 21, 2000, we announced that this provision of section 322 was effective for disasters declared on or after October 30, 2000, the date on which the Disaster Mitigation Act of 2000 became law. Regional Directors are encouraging States to make these funds immediately available to local and Indian tribal governments, although the funds can be used for plan development and review at the State level as well.

As discussed earlier in this Supplementary Information, subsection 323(a) of the Stafford Act, 42 U.S.C. 5166(a), requires as a precondition to receiving disaster assistance under the Act that State and local governments, as well as eligible private nonprofit entities, must agree to carry out repair and reconstruction activities "in accordance with applicable standards of safety, decency, and sanitation and in conformity with applicable codes, specifications, and standards." In addition, that subsection authorizes the President (FEMA, by virtue of Executive Order 12148, as amended) to "require safe land use and construction practices,

after adequate consultation with appropriate State and local officials" in the course of the use of Federal disaster assistance by eligible applicants to repair and restore disaster-damaged facilities.

At the same time that we implement the planning mandates of section 322 of the Stafford Act, we are also implementing the Minimum Standards for Public and Private Structures provision of section 323 of the Act. This rule appears at Subpart M of Part 206 of Title 44 of the Code of Federal Regulations. As mentioned earlier, the section 322 planning regulations are in Part 201, while Part 206, Subpart M includes only the minimum codes and standards regulations mandated in § 323. The rule to implement § 323 of the Act reinforces the link between pre-disaster planning, building and construction standards, and post-disaster reconstruction efforts.

We encourage comments on this interim final rule, and we will make every effort to involve all interested parties prior to the development of the Final Rule.

Justification for Interim Final Rule

In general, FEMA publishes a rule for public comment before issuing a final rule, under the Administrative Procedure Act, 5 U.S.C. 533 and 44 CFR 1.12. The Administrative Procedure Act, however, provides an exception from that general rule where the agency for good cause finds the procedures for comment and response contrary to public interest. Section 322 of the Stafford Act allows States to receive increased post-disaster grant funding for projects designed to reduce future disaster losses. States will only be eligible for these increased funds if they have a FEMA-approved Enhanced State Mitigation Plan.

This interim final rule provides the criteria for development and approval of these plans, as well as criteria for local mitigation plans required by this legislation. In order for State and local governments to be positioned to receive these mitigation funds as soon as possible, these regulations must be in effect. The public benefit of this rule will be to assist States and communities assess their risks and identify activities to strengthen the larger community and the built environment in order to become less susceptible to disasters. Planning serves as the vital foundation to saving lives and protecting properties, having integrated plans in place can serve to both streamline recovery efforts and lessen potential future damages. Therefore, we believe it is contrary to the public interest to delay

the benefits of this rule. In accordance with the Administrative Procedure Act, 5 U.S.C. 553(d)(3), we find that there is good cause for the interim final rule to take effect immediately upon publication in the **Federal Register** in order to meet the needs of States and communities by identifying criteria for mitigation plans in order to reduce risks nationwide, establish criteria for minimum codes and standards in post-disaster reconstruction, and to allow States to adjust their mitigation plans to receive the increase in mitigation funding.

In addition, we believe that, under the circumstances, delaying the effective date of this rule until after the comment period would not further the public interest. Prior to this rulemaking, FEMA hosted a meeting where interested parties provided comments and suggestions on how we could implement these planning requirements. Participants in this meeting included representatives from the National Emergency Management Association, the Association of State Floodplain Managers, the National Governors' Association, the International Association of Emergency Managers, the National Association of Development Organizations, the American Public Works Association, the National League of Cities, the National Association of Counties, the National Conference of State Legislatures, the International City/County Management Association, and the Bureau of Indian Affairs. We took comments and suggestions provided at this meeting into account in developing this interim final rule. Therefore, we find that prior notice and comment on this rule would not further the public interest. We actively encourage and solicit comments on this interim final rule from interested parties, and we will consider them in preparing the final rule. For these reasons, we believe we have good cause to publish an interim final rule.

National Environmental Policy Act

44 CFR 10.8(d)(2)(ii) excludes this rule from the preparation of an environmental assessment or environmental impact statement, where the rule relates to actions that qualify for categorical exclusion under 44 CFR 10.8(d)(2)(iii), such as the development of plans under this section.

Executive Order 12866, Regulatory Planning and Review

We have prepared and reviewed this rule under the provisions of E.O. 12866, Regulatory Planning and Review. Under Executive Order 12866, 58 FR 51735, October 4, 1993, a significant regulatory

action is subject to OMB review and the requirements of the Executive Order. The Executive Order defines "significant regulatory action" as one that is likely to result in a rule that may:

(1) Have an annual effect on the economy of \$100 million or more or adversely affect in a material way the economy, a sector of the economy, productivity, competition, jobs, the environment, public health or safety, or State, local, or tribal governments or communities;

(2) Create a serious inconsistency or otherwise interfere with an action taken or planned by another agency;

(3) Materially alter the budgetary impact of entitlements, grants, user fees, or loan programs or the rights and obligations of recipients thereof; or

(4) Raise novel legal or policy issues arising out of legal mandates, the President's priorities, or the principles set forth in the Executive Order.

The purpose of this rule is to implement section 322 of the Stafford Act which addresses mitigation planning at the State, tribal, and local levels, identifies new local planning requirements, allows Hazard Mitigation Grant Program (HMGP) funds for planning activities, and increases the amount of HMGP funds available to States that develop a comprehensive, enhanced mitigation plan. The rule identifies local mitigation planning requirements before approval of project grants, and requires our approval of an Enhanced State Mitigation plan as a condition for increased mitigation funding. The rule also implements section 323 of the Stafford Act, which requires that repairs or construction funded by disaster loans or grants must comply with applicable standards and safe land use and construction practices. As such the rule itself will not have an effect on the economy of more than \$100,000,000.

Therefore, this rule is a significant regulatory action and is not an economically significant rule under Executive Order 12866. The Office of Management and Budget (OMB) has reviewed this rule under Executive Order 12866.

Executive Order 12898, Environmental Justice

Under Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 59 FR 7629, February 16, 1994, we incorporate environmental justice into our policies and programs. The Executive Order requires each Federal agency to conduct its programs, policies, and activities that substantially affect human health or the

environment, in a manner that ensures that those programs, policies, and activities do not have the effect of excluding persons from participation in our programs, denying persons the benefits of our programs, or subjecting persons to discrimination because of their race, color, or national origin.

No action that we can anticipate under the final rule will have a disproportionately high or adverse human health and environmental effect on any segment of the population. Section 322 focuses specifically on mitigation planning to: Identify the natural hazards, risks, and vulnerabilities of areas in States, localities, and tribal areas; support development of local mitigation plans; provide for technical assistance to local and tribal governments for mitigation planning; and identify and prioritize mitigation actions that the State will support, as resources become available. Section 323 requires compliance with applicable codes and standards in repair and construction, and use of safe land use and construction standards. Accordingly, the requirements of Executive Order 12898 do not apply to this interim final rule.

Paperwork Reduction Act of 1995

As required by the Paperwork Reduction Act of 1995 (44 U.S.C. 3507(d)) and concurrent with the publication of this interim final rule, we have submitted a request for review and approval of a new collection of information, which is contained in this interim final rule. Under the Paperwork Reduction Act of 1995, a person may not be penalized for failing to comply with an information collection that does not display a currently valid Office of Management and Budget (OMB) control number. The request was submitted to OMB for approval under the emergency processing procedures in OMB regulation 5 CFR 1320.1. OMB has approved this collection of information for use through August 31, 2002, under OMB Number 3067-0297.

We expect to follow this emergency request with a request for OMB approval to continue the use of the collection of information for a term of three years. The request will be processed under OMB's normal clearance procedures in accordance with provisions of OMB regulation 5 CFR 1320.10. To help us with the timely processing of the emergency and normal clearance submissions to OMB, we invite the general public to comment on the collection of information. This notice and request for comments complies with the provisions of the Paperwork

Reduction Act of 1995 (44 U.S.C. 3506(c)(2)(A)).

Collection of Information

Title: State/Local/Tribal Hazard Mitigation Plans under Section 322 of the Disaster Mitigation Act of 2000.

Abstract: Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended by Section 104 of the Disaster Mitigation Act of 2000, provides new and revitalized approaches to mitigation planning. To obtain Federal assistance, new planning provisions require that each state, local, and tribal government prepare a hazard mitigation plan to include sections that describe the planning process, an assessment of the risks, a mitigation strategy, and identification of the plan maintenance and updating process. The Act provides a framework for linking pre- and post-disaster mitigation planning and initiatives with public and

private interests to ensure an integrated, comprehensive approach to disaster loss reduction. Under Section 322 there is a two-tiered State mitigation plan process. State mitigation plans must be reviewed, revised, and submitted to us every 3 years.

(1) A *Standard State Mitigation Plan* must be approved by us in order for States to be eligible to receive Hazard Mitigation Grant Program (HMGP) funding based on 15 percent of the total estimated eligible Federal disaster assistance. This plan demonstrates the State's goals, priorities, and commitment to reduce risks from natural hazards and serves as a guide for State and local decision makers as they commit resources to reducing the effects of natural hazards.

(2) An *Enhanced State Mitigation Plan* must be approved by us for a State to be eligible to receive HMGP funds based on 20 percent of the total

estimated eligible Federal disaster assistance. This plan must be approved by us within the 3 years prior to the current major disaster declaration. It must demonstrate that a State has developed a comprehensive mitigation program, is effectively using available mitigation funding, and is capable of managing the increased funding.

To be eligible to receive HMGP project grants, *local governments* must develop Local Mitigation Plans that include a risk assessment and mitigation strategy to reduce potential losses and target resources. Plans must be reviewed, revised, and submitted to us for approval every 5 years.

To receive HMGP project grants, *tribal governments* may apply as a grantee or subgrantee, and will be required to meet the planning requirements of a State or local government.

Estimated Total Annual Burden:

Type of collection/forms	No. of respondents	Hours per response	Annual burden hours
Update state or tribal mitigation plans (standard state mitigation plans)	18	320	5,760
State review of local plans	500 local plans	8	4,000
States develop Enhanced State Mitigation Plans	7	100	700
Local or tribal governments develop mitigation plans	500 local plans	300	150,000
Total burden	160,460

Comments: We are soliciting written comments to: (a) Evaluate whether the proposed data collection is necessary for the proper performance of the agency, including whether the information shall have practical utility; (b) evaluate the accuracy of the agency's estimate of the burden of the proposed collection of information; (c) obtain recommendations to enhance the quality, utility, and clarity of the information to be collected; and (d) evaluate the extent to which automated, electronic, mechanical, or other technological collection techniques may further reduce the respondents' burden. FEMA will accept comments through April 29, 2002.

Addressee: Interested persons should submit written comments to Muriel B. Anderson, Chief, Records Management Section, Program Services and Systems Branch, Facilities Management and Services Division, Administration and Resource Planning Directorate, Federal Emergency Management Agency, 500 C Street, Street, SW., Washington, DC 20472.

FOR FURTHER INFORMATION CONTACT: You may obtain copies of the OMB paperwork clearance package by

contacting Ms. Anderson at (202) 646-2625 (voice), (202) 646-3347 (facsimile), or by e-mail at muriel.anderson@fema.gov.

Executive Order 13132, Federalism

Executive Order 13132, Federalism, dated August 4, 1999, sets forth principles and criteria that agencies must adhere to in formulating and implementing policies that have federalism implications, that is, regulations that have substantial direct effects on the States, or on the distribution of power and responsibilities among the various levels of government. Federal agencies must closely examine the statutory authority supporting any action that would limit the policymaking discretion of the States, and to the extent practicable, must consult with State and local officials before implementing any such action.

We have reviewed this rule under E.O.13132 and have concluded that the rule does not have federalism implications as defined by the Executive Order. We have determined that the rule does not significantly affect the rights, roles, and responsibilities of States, and involves no preemption of State law nor

does it limit State policymaking discretion.

However, we have consulted with State and local officials. In order to assist us in the development of this rule, we hosted a meeting to allow interested parties an opportunity to provide their perspectives on the legislation and options for implementation of § 322. Stakeholders who attended the meeting included representatives from the National Emergency Management Association, the Association of State Floodplain Managers, the National Governors' Association, the International Association of Emergency Managers, the National Association of Development Organizations, the American Public Works Association, the National League of Cities, the National Association of Counties, the National Conference of State Legislatures, the International City/County Management Association, and the Bureau of Indian Affairs. We received valuable input from all parties at the meeting, which we took into account in the development of this rule. Additionally, we actively encourage and solicit comments on this interim final rule from interested parties, and we will

consider them in preparing the final rule.

Executive Order 13175, Consultation and Coordination With Indian Tribal Governments

We have reviewed this interim final rule under Executive Order 13175, which became effective on February 6, 2001. Under the Hazard Mitigation Grant Program (HMGP), Indian tribal governments will have the option to apply for grants directly to us and to serve as "grantee", carrying out "State" roles. If they choose this option, tribal governments may submit either a State-level Standard Mitigation Plan for the 15 percent HMGP funding or a State-level Enhanced Mitigation Plan for 20 percent HMGP funding. In either case, Indian tribal governments would be able to spend up to 7 percent of those funds on planning. Before developing this rule, we met with representatives from State and local governments and the Bureau of Indian Affairs, to discuss the new planning opportunities and requirements of § 322 of the Stafford Act. We received valuable input from all parties, which helped us to develop this interim final rule.

In reviewing the interim final rule, we find that it does not have "tribal implications" as defined in Executive Order 13175 because it will not have a substantial direct effect on one or more Indian tribes, on the relationship between the Federal Government and Indian tribes, or on the distribution of power and responsibilities between the Federal Government and Indian tribes. Moreover, the interim final rule does not impose substantial direct compliance costs on tribal governments, nor does it preempt tribal law, impair treaty rights or limit the self-governing powers of tribal governments.

Congressional Review of Agency Rulemaking

We have sent this interim final rule to the Congress and to the General Accounting Office under the Congressional Review of Agency Rulemaking Act, Public Law 104-121. The rule is a not "major rule" within the meaning of that Act. It is an administrative action in support of normal day-to-day mitigation planning activities required by section 322 and compliance under section 323 of the Stafford Act, as enacted in DMA 2000.

The rule will not result in a major increase in costs or prices for consumers, individual industries, Federal, State, or local government agencies, or geographic regions. It will not have "significant adverse effects" on competition, employment, investment,

productivity, innovation, or on the ability of United States-based enterprises to compete with foreign-based enterprises. This final rule is subject to the information collection requirements of the Paperwork Reduction Act, and OMB has assigned Control No. 3067-0297. The rule is not an unfunded Federal mandate within the meaning of the Unfunded Mandates Reform Act of 1995, Public Law 104-4, and any enforceable duties that we impose are a condition of Federal assistance or a duty arising from participation in a voluntary Federal program.

List of Subjects in 44 CFR Part 201 and Part 206

Administrative practice and procedure, Disaster assistance, Grant programs, Mitigation planning, Reporting and recordkeeping requirements.

Accordingly, Amend 44 CFR, Subchapter D—Disaster Assistance, as follows:

1. Add Part 201 to read as follows:

PART 201—MITIGATION PLANNING

Sec.

- 201.1 Purpose.
- 201.2 Definitions.
- 201.3 Responsibilities.
- 201.4 Standard State Mitigation Plans.
- 201.5 Enhanced State Mitigation Plans.
- 201.6 Local Mitigation Plans.

Authority: Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206; Reorganization Plan No. 3 of 1978, 43 FR 41943, 3 CFR, 1978 Comp., p. 329; E.O. 12127, 44 FR 19367, 3 CFR, 1979 Comp., p. 376; E.O. 12148, 44 FR 43239, 3 CFR, 1979 Comp., p. 412; and E.O. 12673, 54 FR 12571, 3 CFR, 1989 Comp., p. 214.

§ 201.1 Purpose.

(a) The purpose of this part is to provide information on the policies and procedures for mitigation planning as required by the provisions of section 322 of the Stafford Act, 42 U.S.C. 5165.

(b) The purpose of mitigation planning is for State, local, and Indian tribal governments to identify the natural hazards that impact them, to identify actions and activities to reduce any losses from those hazards, and to establish a coordinated process to implement the plan, taking advantage of a wide range of resources.

§ 201.2 Definitions.

Grantee means the government to which a grant is awarded, which is accountable for the use of the funds provided. The grantee is the entire legal entity even if only a particular component of the entity is designated in the grant award document. Generally,

the State is the grantee. However, after a declaration, an Indian tribal government may choose to be a grantee, or may act as a subgrantee under the State. An Indian tribal government acting as grantee will assume the responsibilities of a "state", as described in this part, for the purposes of administering the grant.

Hazard mitigation means any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards.

Hazard Mitigation Grant Program means the program authorized under section 404 of the Stafford Act, 42 U.S.C. 5170c and implemented at 44 CFR Part 206, Subpart N, which authorizes funding for certain mitigation measures identified through the evaluation of natural hazards conducted under section 322 of the Stafford Act 42 U.S.C. 5165.

Indian tribal government means any Federally recognized governing body of an Indian or Alaska Native tribe, band, nation, pueblo, village, or community that the Secretary of Interior acknowledges to exist as an Indian tribe under the Federally Recognized Tribe List Act of 1994, 25 U.S.C. 479a. This does not include Alaska Native corporations, the ownership of which is vested in private individuals.

Local government is any county, municipality, city, town, township, public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; any Indian tribe or authorized tribal organization, or Alaska Native village or organization; and any rural community, unincorporated town or village, or other public entity.

Managing State means a State to which FEMA has delegated the authority to administer and manage the HMGP under the criteria established by FEMA pursuant to 42 U.S.C. 5170c(c). FEMA may also delegate authority to tribal governments to administer and manage the HMGP as a Managing State.

Regional Director is a director of a regional office of FEMA, or his/her designated representative.

Small and impoverished communities means a community of 3,000 or fewer individuals that is identified by the State as a rural community, and is not a remote area within the corporate boundaries of a larger city; is economically disadvantaged, by having an average per capita annual income of residents not exceeding 80 percent of national, per capita income, based on

best available data; the local unemployment rate exceeds by one percentage point or more, the most recently reported, average yearly national unemployment rate; and any other factors identified in the State Plan in which the community is located.

The Stafford Act refers to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93–288, as amended (42 U.S.C. 5121–5206).

State is any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

State Hazard Mitigation Officer is the official representative of State government who is the primary point of contact with FEMA, other Federal agencies, and local governments in mitigation planning and implementation of mitigation programs and activities required under the Stafford Act.

Subgrantee means the government or other legal entity to which a subgrant is awarded and which is accountable to the grantee for the use of the funds provided. Subgrantees can be a State agency, local government, private non-profit organizations, or Indian tribal government. Indian tribal governments acting as a subgrantee are accountable to the State grantee.

§ 201.3 Responsibilities.

(a) *General.* This section identifies the key responsibilities of FEMA, States, and local/tribal governments in carrying out section 322 of the Stafford Act, 42 U.S.C. 5165.

(b) *FEMA.* The key responsibilities of the Regional Director are to:

(1) Oversee all FEMA related pre- and post-disaster hazard mitigation programs and activities;

(2) Provide technical assistance and training to State, local, and Indian tribal governments regarding the mitigation planning process;

(3) Review and approve all Standard and Enhanced State Mitigation Plans;

(4) Review and approve all local mitigation plans, unless that authority has been delegated to the State in accordance with § 201.6(d);

(5) Conduct reviews, at least once every three years, of State mitigation activities, plans, and programs to ensure that mitigation commitments are fulfilled, and when necessary, take action, including recovery of funds or denial of future funds, if mitigation commitments are not fulfilled.

(c) *State.* The key responsibilities of the State are to coordinate all State and

local activities relating to hazard evaluation and mitigation and to:

(1) Prepare and submit to FEMA a Standard State Mitigation Plan following the criteria established in § 201.4 as a condition of receiving Stafford Act assistance (except emergency assistance).

(2) In order to be considered for the 20 percent HMGP funding, prepare and submit an Enhanced State Mitigation Plan in accordance with § 201.5, which must be reviewed and updated, if necessary, every three years from the date of the approval of the previous plan.

(3) At a minimum, review and, if necessary, update the Standard State Mitigation Plan by November 1, 2003 and every three years from the date of the approval of the previous plan in order to continue program eligibility.

(4) Make available the use of up to the 7 percent of HMGP funding for planning in accordance with § 206.434.

(5) Provide technical assistance and training to local governments to assist them in applying for HMGP planning grants, and in developing local mitigation plans.

(6) For Managing States that have been approved under the criteria established by FEMA pursuant to 42 U.S.C. 5170c(c), review and approve local mitigation plans in accordance with § 201.6(d).

(d) *Local governments.* The key responsibilities of local governments are to:

(1) Prepare and adopt a jurisdiction-wide natural hazard mitigation plan as a condition of receiving project grant funds under the HMGP, in accordance with § 201.6.

(2) At a minimum, review and, if necessary, update the local mitigation plan every five years from date of plan approval to continue program eligibility.

(e) *Indian tribal governments.* Indian tribal governments will be given the option of applying directly to us for Hazard Mitigation Grant Program funding, or they may choose to apply through the State. If they apply directly to us, they will assume the responsibilities of the State, or grantee, and if they apply through the State, they will assume the responsibilities of the local government, or subgrantee.

§ 201.4 Standard State Mitigation Plans.

(a) *Plan requirement.* By November 1, 2003, States must have an approved Standard State Mitigation plan meeting the requirements of this section, in order to receive assistance under the Stafford Act, although assistance authorized under disasters declared prior to November 1, 2003 will continue

to be made available. In any case, emergency assistance provided under 42 U.S.C. 5170a, 5170b, 5173, 5174, 5177, 5179, 5180, 5182, 5183, 5184, 5192 will not be affected. The mitigation plan is the demonstration of the State's commitment to reduce risks from natural hazards and serves as a guide for State decision makers as they commit resources to reducing the effects of natural hazards. States may choose to include the requirements of the HMGP Administrative Plan in their mitigation plan.

(b) *Planning process.* An effective planning process is essential in developing and maintaining a good plan. The mitigation planning process should include coordination with other State agencies, appropriate Federal agencies, interested groups, and be integrated to the extent possible with other ongoing State planning efforts as well as other FEMA mitigation programs and initiatives.

(c) *Plan content.* To be effective the plan must include the following elements:

(1) Description of the *planning process* used to develop the plan, including how it was prepared, who was involved in the process, and how other agencies participated.

(2) *Risk assessments* that provide the factual basis for activities proposed in the strategy portion of the mitigation plan. Statewide risk assessments must characterize and analyze natural hazards and risks to provide a statewide overview. This overview will allow the State to compare potential losses throughout the State and to determine their priorities for implementing mitigation measures under the strategy, and to prioritize jurisdictions for receiving technical and financial support in developing more detailed local risk and vulnerability assessments. The risk assessment shall include the following:

(i) An overview of the type and location of all natural hazards that can affect the State, including information on previous occurrences of hazard events, as well as the probability of future hazard events, using maps where appropriate;

(ii) An overview and analysis of the State's vulnerability to the hazards described in this paragraph (c)(2), based on estimates provided in local risk assessments as well as the State risk assessment. The State shall describe vulnerability in terms of the jurisdictions most threatened by the identified hazards, and most vulnerable to damage and loss associated with hazard events. State owned critical or operated facilities located in the

identified hazard areas shall also be addressed;

(iii) An overview and analysis of potential losses to the identified vulnerable structures, based on estimates provided in local risk assessments as well as the State risk assessment. The State shall estimate the potential dollar losses to State owned or operated buildings, infrastructure, and critical facilities located in the identified hazard areas.

(3) A *Mitigation Strategy* that provides the State's blueprint for reducing the losses identified in the risk assessment. This section shall include:

(i) A description of State goals to guide the selection of activities to mitigate and reduce potential losses.

(ii) A discussion of the State's pre- and post-disaster hazard management policies, programs, and capabilities to mitigate the hazards in the area, including: an evaluation of State laws, regulations, policies, and programs related to hazard mitigation as well as to development in hazard-prone areas; a discussion of State funding capabilities for hazard mitigation projects; and a general description and analysis of the effectiveness of local mitigation policies, programs, and capabilities.

(iii) An identification, evaluation, and prioritization of cost-effective, environmentally sound, and technically feasible mitigation actions and activities the State is considering and an explanation of how each activity contributes to the overall mitigation strategy. This section should be linked to local plans, where specific local actions and projects are identified.

(iv) Identification of current and potential sources of Federal, State, local, or private funding to implement mitigation activities.

(4) A section on the *Coordination of Local Mitigation Planning* that includes the following:

(i) A description of the State process to support, through funding and technical assistance, the development of local mitigation plans.

(ii) A description of the State process and timeframe by which the local plans will be reviewed, coordinated, and linked to the State Mitigation Plan.

(iii) Criteria for prioritizing communities and local jurisdictions that would receive planning and project grants under available funding programs, which should include consideration for communities with the highest risks, repetitive loss properties, and most intense development pressures. Further, that for non-planning grants, a principal criterion for prioritizing grants shall be the extent to which benefits are maximized according

to a cost benefit review of proposed projects and their associated costs.

(5) A *Plan Maintenance Process* that includes:

(i) An established method and schedule for monitoring, evaluating, and updating the plan.

(ii) A system for monitoring implementation of mitigation measures and project closeouts.

(iii) A system for reviewing progress on achieving goals as well as activities and projects identified in the Mitigation Strategy.

(6) A *Plan Adoption Process*. The plan must be formally adopted by the State prior to submittal to us for final review and approval.

(7) *Assurances*. The plan must include assurances that the State will comply with all applicable Federal statutes and regulations in effect with respect to the periods for which it receives grant funding, in compliance with 44 CFR 13.11(c). The State will amend its plan whenever necessary to reflect changes in State or Federal laws and statutes as required in 44 CFR 13.11(d).

(d) *Review and updates*. Plan must be reviewed and revised to reflect changes in development, progress in statewide mitigation efforts, and changes in priorities and resubmitted for approval to the appropriate Regional Director every three years. The Regional review will be completed within 45 days after receipt from the State, whenever possible. We also encourage a State to review its plan in the post-disaster timeframe to reflect changing priorities, but it is not required.

§ 201.5 Enhanced State Mitigation Plans.

(a) A State with a FEMA approved Enhanced State Mitigation Plan at the time of a disaster declaration is eligible to receive increased funds under the HMGP, based on twenty percent of the total estimated eligible Stafford Act disaster assistance. The Enhanced State Mitigation Plan must demonstrate that a State has developed a comprehensive mitigation program, that the State effectively uses available mitigation funding, and that it is capable of managing the increased funding. In order for the State to be eligible for the 20 percent HMGP funding, FEMA must have approved the plan within three years prior to the disaster declaration.

(b) Enhanced State Mitigation Plans must include all elements of the Standard State Mitigation Plan identified in § 201.4, as well as document the following:

(1) Demonstration that the plan is integrated to the extent practicable with other State and/or regional planning

initiatives (comprehensive, growth management, economic development, capital improvement, land development, and/or emergency management plans) and FEMA mitigation programs and initiatives that provide guidance to State and regional agencies.

(2) Documentation of the State's project implementation capability, identifying and demonstrating the ability to implement the plan, including:

(i) Established eligibility criteria for multi-hazard mitigation measures.

(ii) A system to determine the cost effectiveness of mitigation measures, consistent with OMB Circular A-94, Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs, and to rank the measures according to the State's eligibility criteria.

(iii) Demonstration that the State has the capability to effectively manage the HMGP as well as other mitigation grant programs, including a record of the following:

(A) Meeting HMGP and other mitigation grant application timeframes and submitting complete, technically feasible, and eligible project applications with appropriate supporting documentation;

(B) Preparing and submitting accurate environmental reviews and benefit-cost analyses;

(C) Submitting complete and accurate quarterly progress and financial reports on time; and

(D) Completing HMGP and other mitigation grant projects within established performance periods, including financial reconciliation.

(iv) A system and strategy by which the State will conduct an assessment of the completed mitigation actions and include a record of the effectiveness (actual cost avoidance) of each mitigation action.

(3) Demonstration that the State effectively uses existing mitigation programs to achieve its mitigation goals.

(4) Demonstration that the State is committed to a comprehensive state mitigation program, which might include any of the following:

(i) A commitment to support local mitigation planning by providing workshops and training, State planning grants, or coordinated capability development of local officials, including Emergency Management and Floodplain Management certifications.

(ii) A statewide program of hazard mitigation through the development of legislative initiatives, mitigation councils, formation of public/private

partnerships, and/or other executive actions that promote hazard mitigation.

(iii) The State provides a portion of the non-Federal match for HMGP and/or other mitigation projects.

(iv) To the extent allowed by State law, the State requires or encourages local governments to use a current version of a nationally applicable model building code or standard that addresses natural hazards as a basis for design and construction of State sponsored mitigation projects.

(v) A comprehensive, multi-year plan to mitigate the risks posed to existing buildings that have been identified as necessary for post-disaster response and recovery operations.

(vi) A comprehensive description of how the State integrates mitigation into its post-disaster recovery operations.

(c) *Review and updates.* (1) A State must review and revise its plan to reflect changes in development, progress in statewide mitigation efforts, and changes in priorities, and resubmit it for approval to the appropriate Regional Director every three years. The Regional review will be completed within 45 days after receipt from the State, whenever possible.

(2) In order for a State to be eligible for the 20 percent HMGP funding, the Enhanced State Mitigation plan must be approved by FEMA within the three years prior to the current major disaster declaration.

§ 201.6 Local Mitigation Plans.

The local mitigation plan is the representation of the jurisdiction's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards. Local plans will also serve as the basis for the State to provide technical assistance and to prioritize project funding.

(a) *Plan requirement.* (1) For disasters declared after November 1, 2003, a local government must have a mitigation plan approved pursuant to this section in order to receive HMGP project grants. Until November 1, 2003, local mitigation plans may be developed concurrent with the implementation of the project grant.

(2) Regional Directors may grant an exception to the plan requirement in extraordinary circumstances, such as in a small and impoverished community, when justification is provided. In these cases, a plan will be completed within 12 months of the award of the project grant. If a plan is not provided within this timeframe, the project grant will be terminated, and any costs incurred after

notice of grant's termination will not be reimbursed by FEMA.

(3) Multi-jurisdictional plans (e.g. watershed plans) may be accepted, as appropriate, as long as each jurisdiction has participated in the process and has officially adopted the plan. State-wide plans will not be accepted as multi-jurisdictional plans.

(b) *Planning process.* An open public involvement process is essential to the development of an effective plan. In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include:

(1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;

(2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and non-profit interests to be involved in the planning process; and

(3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

(c) *Plan content.* The plan shall include the following:

(1) Documentation of the *planning process* used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

(2) A *risk assessment* that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards. The risk assessment shall include:

(i) A description of the type, location, and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.

(ii) A description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community. The plan should describe vulnerability in terms of:

(A) The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas;

(B) An estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(i)(A) of this section

and a description of the methodology used to prepare the estimate;

(C) Providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

(iii) For multi-jurisdictional plans, the risk assessment section must assess each jurisdiction's risks where they vary from the risks facing the entire planning area.

(3) A *mitigation strategy* that provides the jurisdiction's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools. This section shall include:

(i) A description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

(ii) A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.

(iii) An action plan describing how the actions identified in paragraph (c)(2)(ii) of this section will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

(iv) For multi-jurisdictional plans, there must be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.

(4) A *plan maintenance process* that includes:

(i) A section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.

(ii) A process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.

(iii) Discussion on how the community will continue public participation in the plan maintenance process.

(5) *Documentation* that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (e.g., City Council, County Commissioner, Tribal Council). For multi-jurisdictional plans, each jurisdiction requesting approval of the plan must document that it has been formally adopted.

(d) *Plan review.* (1) Plans must be submitted to the State Hazard Mitigation Officer for initial review and coordination. The State will then send the plan to the appropriate FEMA Regional Office for formal review and approval.

(2) The Regional review will be completed within 45 days after receipt from the State, whenever possible.

(3) Plans must be reviewed, revised if appropriate, and resubmitted for approval within five years in order to continue to be eligible for HMGP project grant funding.

(4) Managing States that have been approved under the criteria established by FEMA pursuant to 42 U.S.C. 5170c(c) will be delegated approval authority for local mitigation plans, and the review will be based on the criteria in this part. Managing States will review the plans within 45 days of receipt of the plans, whenever possible, and provide a copy of the approved plans to the Regional Office.

PART 206—FEDERAL DISASTER ASSISTANCE FOR DISASTERS DECLARED ON OR AFTER NOVEMBER 23, 1988

2. The authority citation for part 206 is revised to read as follows:

Authority: Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121–5206; Reorganization Plan No. 3 of 1978, 43 FR 41943, 3 CFR, 1978 Comp., p. 329; E.O. 12127, 44 FR 19367, 3 CFR, 1979 Comp., p. 376; E.O. 12148, 44 FR 43239, 3 CFR, 1979 Comp., p. 412; and E.O. 12673, 54 FR 12571, 3 CFR, 1989 Comp., p. 214.

2a. Revise Part 206, Subpart M to read as follows:

Subpart M—Minimum Standards

Sec.
206.400 General.
206.401 Local standards.
206.402 Compliance.

§ 206.400 General.

(a) As a condition of the receipt of any disaster assistance under the Stafford Act, the applicant shall carry out any repair or construction to be financed with the disaster assistance in accordance with applicable standards of safety, decency, and sanitation and in conformity with applicable codes, specifications and standards.

(b) Applicable codes, specifications, and standards shall include any disaster resistant building code that meets the minimum requirements of the National Flood Insurance Program (NFIP) as well as being substantially equivalent to the recommended provisions of the National Earthquake Hazards Reduction

Program (NEHRP). In addition, the applicant shall comply with any requirements necessary in regards to Executive Order 11988, Floodplain Management, Executive Order 12699, Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction, and any other applicable Executive orders.

(c) In situations where there are no locally applicable standards of safety, decency and sanitation, or where there are no applicable local codes, specifications and standards governing repair or construction activities, or where the Regional Director determines that otherwise applicable codes, specifications, and standards are inadequate, then the Regional Director may, after consultation with appropriate State and local officials, require the use of nationally applicable codes, specifications, and standards, as well as safe land use and construction practices in the course of repair or construction activities.

(d) The mitigation planning process that is mandated by section 322 of the Stafford Act and 44 CFR part 201 can assist State and local governments in determining where codes, specifications, and standards are inadequate, and may need to be upgraded.

§ 206.401 Local standards.

The cost of repairing or constructing a facility in conformity with minimum codes, specifications and standards may be eligible for reimbursement under section 406 of the Stafford Act, as long as such codes, specifications and standards meet the criteria that are listed at 44 CFR 206.226(b).

§ 206.402 Compliance.

A recipient of disaster assistance under the Stafford Act must document for the Regional Director its compliance with this subpart following the completion of any repair or construction activities.

Subpart N—Hazard Mitigation Grant Program

3. Revise § 206.431 to read as follows:

§ 206.431 Definitions.

Activity means any mitigation measure, project, or action proposed to reduce risk of future damage, hardship, loss or suffering from disasters.

Applicant means a State agency, local government, Indian tribal government, or eligible private nonprofit organization, submitting an application to the grantee for assistance under the HMGP.

Enhanced State Mitigation Plan is the hazard mitigation plan approved under 44 CFR part 201 as a condition of receiving increased funding under the HMGP.

Grant application means the request to FEMA for HMGP funding, as outlined in § 206.436, by a State or tribal government that will act as grantee.

Grant award means total of Federal and non-Federal contributions to complete the approved scope of work.

Grantee means the government to which a grant is awarded and which is accountable for the use of the funds provided. The grantee is the entire legal entity even if only a particular component of the entity is designated in the grant award document. Generally, the State is the grantee. However, an Indian tribal government may choose to be a grantee, or it may act as a subgrantee under the State. An Indian tribal government acting as a grantee will assume the responsibilities of a “state”, under this subpart, for the purposes of administering the grant.

Indian tribal government means any Federally recognized governing body of an Indian or Alaska Native tribe, band, nation, pueblo, village, or community that the Secretary of Interior acknowledges to exist as an Indian tribe under the Federally Recognized Tribe List Act of 1994, 25 U.S.C. 479a. This does not include Alaska Native corporations, the ownership of which is vested in private individuals.

Local Mitigation Plan is the hazard mitigation plan required of a local or Indian tribal government acting as a subgrantee as a condition of receiving a project subgrant under the HMGP as outlined in 44 CFR 201.6.

Standard State Mitigation Plan is the hazard mitigation plan approved under 44 CFR part 201, as a condition of receiving Stafford Act assistance as outlined in § 201.4.

State Administrative Plan for the Hazard Mitigation Grant Program means the plan developed by the State to describe the procedures for administration of the HMGP.

Subgrant means an award of financial assistance under a grant by a grantee to an eligible subgrantee.

Subgrant application means the request to the grantee for HMGP funding by the eligible subgrantee, as outlined in § 206.436.

Subgrantee means the government or other legal entity to which a subgrant is awarded and which is accountable to the grantee for the use of the funds provided. Subgrantees can be a State agency, local government, private nonprofit organizations, or Indian tribal government as outlined in § 206.433.

Indian tribal governments acting as a subgrantee are accountable to the State grantee.

4. Revise § 206.432(b) to read as follows:

§ 206.432 Federal grant assistance.

* * * * *

(b) *Amounts of assistance.* The total of Federal assistance under this subpart shall not exceed either 15 or 20 percent of the total estimated Federal assistance (excluding administrative costs) provided for a major disaster under 42 U.S.C. 5170b, 5172, 5173, 5174, 5177, 5178, 5183, and 5201 as follows:

(1) *Fifteen (15) percent.* Effective November 1, 2003, a State with an approved Standard State Mitigation Plan, which meets the requirements outlined in 44 CFR 201.4, shall be eligible for assistance under the HMGP not to exceed 15 percent of the total estimated Federal assistance described in this paragraph. Until that date, existing, approved State Mitigation Plans will be accepted.

(2) *Twenty (20) percent.* A State with an approved Enhanced State Mitigation Plan, in effect prior to the disaster declaration, which meets the requirements outlined in 44 CFR 201.5 shall be eligible for assistance under the HMGP not to exceed 20 percent of the total estimated Federal assistance described in this paragraph.

(3) The estimates of Federal assistance under this paragraph (b) shall be based on the Regional Director's estimate of all eligible costs, actual grants, and appropriate mission assignments.

* * * * *

5. Section 206.434 is amended by redesignating paragraphs (b) through (g) as paragraphs (c) through (h), respectively; adding a new paragraph (b); revising redesignated paragraphs (c) introductory text and (c)(1); and revising redesignated paragraph (d) to read as follows:

§ 206.434 Eligibility.

* * * * *

(b) *Plan requirement.* (1) For all disasters declared on or after November 1, 2003, local and tribal government applicants for subgrants, must have an approved local mitigation plan in accordance with 44 CFR 201.6 prior to receipt of HMGP subgrant funding. Until November 1, 2003, local mitigation plans may be developed concurrent with the implementation of subgrants.

(2) Regional Directors may grant an exception to this requirement in extraordinary circumstances, such as in a small and impoverished community

when justification is provided. In these cases, a plan will be completed within 12 months of the award of the project grant. If a plan is not provided within this timeframe, the project grant will be terminated, and any costs incurred after notice of grant's termination will not be reimbursed by FEMA.

(c) *Minimum project criteria.* To be eligible for the Hazard Mitigation Grant Program, a project must:

(1) Be in conformance with the State Mitigation Plan and Local Mitigation Plan approved under 44 CFR part 201;

* * * * *

(d) *Eligible activities.* (1) *Planning.* Up to 7% of the State's HMGP grant may be used to develop State, tribal and/or local mitigation plans to meet the planning criteria outlined in 44 CFR part 201.

(2) *Types of projects.* Projects may be of any nature that will result in protection to public or private property. Eligible projects include, but are not limited to:

(i) Structural hazard control or protection projects;

(ii) Construction activities that will result in protection from hazards;

(iii) Retrofitting of facilities;

(iv) Property acquisition or relocation, as defined in paragraph (e) of this section;

(v) Development of State or local mitigation standards;

(vi) Development of comprehensive mitigation programs with implementation as an essential component;

(vii) Development or improvement of warning systems.

* * * * *

6. Revise § 206.435(a) to read as follows:

§ 206.435 Project identification and selection criteria.

(a) *Identification.* It is the State's responsibility to identify and select eligible hazard mitigation projects. All funded projects must be consistent with the State Mitigation Plan. Hazard Mitigation projects shall be identified and prioritized through the State, Indian tribal, and local planning process.

* * * * *

7. Revise § 206.436 to read as follows:

§ 206.436 Application procedures.

(a) *General.* This section describes the procedures to be used by the grantee in submitting an application for HMGP funding. Under the HMGP, the State or Indian tribal government is the grantee and is responsible for processing subgrants to applicants in accordance with 44 CFR part 13 and this part 206. Subgrantees are accountable to the grantee.

(b) *Governor's Authorized Representative.* The Governor's Authorized Representative serves as the grant administrator for all funds provided under the Hazard Mitigation Grant Program. The Governor's Authorized Representative's responsibilities as they pertain to procedures outlined in this section include providing technical advice and assistance to eligible subgrantees, and ensuring that all potential applicants are aware of assistance available and submission of those documents necessary for grant award.

(c) *Hazard mitigation application.* Upon identification of mitigation measures, the State (Governor's Authorized Representative) will submit its Hazard Mitigation Grant Program application to the FEMA Regional Director. The application will identify one or more mitigation measures for which funding is requested. The application must include a Standard Form (SF) 424, Application for Federal Assistance, SF 424D, Assurances for Construction Programs, if appropriate, and a narrative statement. The narrative statement will contain any pertinent project management information not included in the State's administrative plan for Hazard Mitigation. The narrative statement will also serve to identify the specific mitigation measures for which funding is requested. Information required for each mitigation measure shall include the following:

- (1) Name of the subgrantee, if any;
- (2) State or local contact for the measure;
- (3) Location of the project;
- (4) Description of the measure;
- (5) Cost estimate for the measure;
- (6) Analysis of the measure's cost-effectiveness and substantial risk reduction, consistent with § 206.434(c);
- (7) Work schedule;
- (8) Justification for selection;
- (9) Alternatives considered;
- (10) Environmental information consistent with 44 CFR part 9, Floodplain Management and Protection of Wetlands, and 44 CFR part 10, Environmental Considerations.

(d) *Application submission time limit.* The State's application may be amended as the State identifies and selects local project applications to be funded. The State must submit all local HMGP applications and funding requests for the purpose of identifying new projects to the Regional Director within 12 months of the date of disaster declaration.

(e) *Extensions.* The State may request the Regional Director to extend the application time limit by 30 to 90 day

increments, not to exceed a total of 180 days. The grantee must include a justification in its request.

(f) *FEMA approval.* The application and supplement(s) will be submitted to the FEMA Regional Director for approval. FEMA has final approval authority for funding of all projects.

(g) *Indian tribal grantees.* Indian tribal governments may submit a SF 424 directly to the Regional Director.

Subpart H—Public Assistance Eligibility

* * * * *

8. Revise § 206.220 to read as follows:

§ 206.220 General.

This subpart provides policies and procedures for determinations of eligibility of applicants for public assistance, eligibility of work, and eligibility of costs for assistance under sections 402, 403, 406, 407, 418, 419,

421(d), 502, and 503 of the Stafford Act. Assistance under this subpart must also conform to requirements of 44 CFR part 201, Mitigation Planning, and 44 CFR part 206, subparts G—Public Assistance Project Administration, I—Public Assistance Insurance Requirements, J—Coastal Barrier Resources Act, and M—Minimum Standards. Regulations under 44 CFR part 9—Floodplain Management and 44 CFR part 10—Environmental Considerations, also apply to this assistance.

9. Section 206.226 is amended by redesignating paragraphs

(b) through (j) as paragraphs (c) through (k), respectively; adding a new paragraph (b); and revising redesignated paragraph (g)(5) to read as follows:

§ 206.226 Restoration of damaged facilities.

* * * * *

(b) *Mitigation planning.* In order to receive assistance under this section, as

of November 1, 2003, the State must have in place a FEMA approved State Mitigation Plan in accordance with 44 CFR part 201.

* * * * *

(g) * * *

(5) If relocation of a facility is not feasible or cost effective, the Regional Director shall disapprove Federal funding for the original location when he/she determines in accordance with 44 CFR parts 9, 10, 201, or subpart M of this part 206, that restoration in the original location is not allowed. In such cases, an alternative project may be applied for.

* * * * *

Dated: February 19, 2002.

Michael D. Brown,
General Counsel.

[FR Doc. 02–4321 Filed 2–25–02; 8:45 am]

BILLING CODE 6718–05–P

Hazard Mitigation Assistance Unified Guidance

Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program,
and Flood Mitigation Assistance Program

July 12, 2013



FEMA

Federal Emergency Management Agency
Department of Homeland Security
500 C Street, S.W.
Washington, DC 20472

Titles of Opportunities:

- ◆ Hazard Mitigation Grant Program (HMGP)
- ◆ Pre-Disaster Mitigation (PDM) Program
- ◆ Flood Mitigation Assistance (FMA)

Funding Opportunity Numbers:

The Catalog of Federal Domestic Assistance (CFDA) numbers for the three Hazard Mitigation Assistance (HMA) programs are:

- ◆ 97.039 Hazard Mitigation Grant Program (HMGP)
- ◆ 97.047 Pre-Disaster Mitigation (PDM) Program
- ◆ 97.029 Flood Mitigation Assistance (FMA)

Federal Agency Name:

U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)

Announcement Type:

Initial

CONTENTS

Part I. Funding Opportunity Description.....	1
A. Authorization and Appropriation.....	2
B. Additional Program Information.....	3
B.1 Programmatic Changes	4
Part II. Frontloading HMA Program Eligibility Requirements	9
A. Mitigation Planning	11
B. Technical Feasibility and Effectiveness.....	11
C. Floodplain Management and Protection of Wetlands.....	11
D. Environmental Planning and Historic Preservation Review and Compliance.....	12
E. Cost-effectiveness	12
F. Cost Review	12
G. Project Development.....	14
H. Advance Assistance	14
I. Strategic Funds Management.....	14
J. Project Monitoring	15
K. Closeout	15
Part III. Award Information.....	16
Part IV. Eligibility Information.....	17
A. Eligible Applicants.....	17
A.1 Eligible Subapplicants.....	17
B. Cost Sharing.....	18
B.1 Federal Funds Allowed to Be Used as Non-Federal Cost Share.....	20
B.2 Increased Cost of Compliance as Non-Federal Cost Share.....	20
C. Restrictions	20
C.1 Non-Discrimination Compliance	20
C.2 Conflict of Interest	21
C.3 Duplication of Programs	21
C.4 Duplication of Benefits	21
D. General Program Requirements.....	22
D.1 Eligible Activities.....	22
D.1.1 Mitigation Projects	23
D.1.2 Hazard Mitigation Planning	27
D.1.3 Management Costs	29

D.2	Ineligible Activities	30
D.3	Cost-effectiveness	31
D.4	Feasibility and Effectiveness	32
D.5	Hazard Mitigation Plan Requirement.....	32
D.5.1	Indian Tribal Government Hazard Mitigation Plan Requirement.....	34
D.5.2	Conformance with Hazard Mitigation Plans	34
D.6	Environmental Planning and Historic Preservation Requirement.....	34
D.6.1	Floodplain Management and Protection of Wetlands	35
D.7	National Flood Insurance Program Eligibility Requirements	35
D.7.1	Special Flood Hazard Area Requirements	36
D.8	Statutory, Regulatory, and Other Requirements	36
Part V.	Application and Submission Information	38
A.	Address to Request Application Package	38
B.	Content and Form of Application	38
C.	Submission Dates and Times	39
D.	Intergovernmental Review	39
E.	Funding Restrictions	39
E.1	HMGP Funding Restrictions	39
E.2	PDM Program Funding Restrictions	40
E.3	FMA Funding Restrictions.....	40
E.4	Management Costs Funding Restrictions.....	40
F.	Other Submission Requirements.....	41
F.1	Application Consideration under Multiple HMA Programs	41
F.2	Pre-Award Costs	41
G.	Applicant Guidance	41
G.1	General Applicant Guidance	41
G.2	Minimum Eligibility and Completeness Criteria	42
H.	Scope of Work	43
H.1	Project Scope of Work	43
H.2	Hazard Mitigation Planning Scope of Work	44
H.3	Management Costs Scope of Work	46
H.4	Schedule	46
H.5	Cost Estimate.....	46
H.5.1	Project Cost Estimate	47
H.5.2	Hazard Mitigation Planning Cost Estimate	47
H.5.3	Management Cost Estimate.....	48
I.	Cost-effectiveness	48

I.1	Substantial Damage Waiver	48
I.2	Aggregation	49
I.3	5 Percent Initiative	49
I.4	Pre-calculated Benefits (Safe rooms)	49
I.5	Greatest Savings to the Fund	49
I.6	Environmental Benefits	49
I.7	Benefit-Cost Analysis Resources	50
J.	Feasibility and Effectiveness Documentation	50
K.	Environmental Planning and Historic Preservation Documentation	51
Part VI.	Application Review Information	54
A.	Review Criteria	54
A.1	Application Review	54
A.2	Cost-effectiveness Review	54
A.3	Feasibility and Effectiveness Review	54
A.4	Environmental Planning and Historic Preservation Review	55
A.5	HMA Efficiencies	55
A.5.1	Safe Room Projects	55
A.5.2	Wind Retrofit Projects	56
A.5.3	Certain Flood Mitigation Projects	56
B.	Review and Selection Process	56
B.1	Technical Review	56
B.2	Requests for Information	56
B.2.1	Request for Information Timelines	57
B.3	Selection	59
B.4	Notification	59
B.5	Reconsideration Process	59
B.5.1	Consideration of Additional Information	60
Part VII.	Award Administration Information	61
A.	Notice of Award	61
B.	Administrative and National Policy Requirements	61
B.1	Cost-Share Documentation	61
B.2	Scope of Work Changes	62
B.3	Budget Changes	62
B.3.1	Non-construction Projects	62
B.3.2	Construction Projects	62
B.3.3	Cost Overruns and Underruns	62

B.4	Program Period of Performance	63
B.4.1	Extensions	63
B.5	Requests for Advances and Reimbursements	63
B.5.1	Strategic Funds Management	64
B.6	Program Income	64
B.7	Federal Income Tax on Mitigation Project Funds	64
B.8	Noncompliance	65
C.	Reporting Requirements	65
C.1	Federal Financial Reports	65
C.2	Performance Reports	66
C.3	Final Reports	67
D.	Closeout	67
D.1	Subgrant Closeout	67
D.2	Grant Closeout	68
D.2.1	Update of Repetitive Loss Database	69
Part VIII.	FEMA Contacts	71
Part IX.	Additional Program Guidance	72
A.	Hazard Mitigation Grant Program	72
A.1	Grantee Request for HMGP Funds	72
A.2	State Administrative Plan	72
A.2.1	Designation of Grantee and SHMO	73
A.2.2	Staffing Requirements and the Mitigation Team	73
A.2.3	Procedures to Guide Implementation Activities	74
A.2.4	Sliding Scale	74
A.2.5	Management Costs	75
A.2.6	Submission and Approval Deadlines	75
A.3	HMGP Funding	75
A.4	HMGP Management Costs	76
A.5	Eligible Subapplicants	77
A.6	Submission of HMGP Subapplications	78
A.7	Grant Cost-share Requirements	78
A.8	Post-Disaster Code Enforcement Projects	79
A.9	Advance Assistance	80
A.10	Phased Projects	82
A.10.1	Pre-Screening Process	83
A.10.2	Phase I Conditional Approval	83

A.10.3 Phase II Approval-Construction Process.....	84
A.11 The 5 Percent Initiative	84
A.11.1 Availability of Additional Funds for Tornado Mitigation.....	85
A.12 Appeal Process	85
B. Pre-Disaster Mitigation Program	87
B.1 Allocation	87
B.2 Small Impoverished Communities	87
B.3 Information Dissemination.....	87
B.4 Applicant Ranking of Subapplications.....	88
B.5 Selection	88
C. Flood Mitigation Assistance Program	89
C.1 Eligible Properties	89
C.2 Repetitive Loss Strategy.....	89
C.3 Cost Sharing	90
C.4 Applicant Ranking of Subapplications.....	90
C.5 Selection	90
Part X. Appendices	92
A. Acronyms.....	92
B. Glossary	95
C. Additional Resources	103
D. Referenced Regulations, Statutes, Directives, and Guidance	107
E. Eligibility and Completeness Review Checklist for Project Subapplications	117
F. Safe Room Application Using Pre-Calculated Benefits	120
G. Generator FAQ.....	125
H. Eligibility and Completeness Review Checklist for Planning Subapplications	133
I. EHP Checklist.....	135
J. 8-Step Decision Making Process for Floodplain Management Considerations	137
K. Section 106 Process under the National Historic Preservation Act.....	138
L. Application for Advance Assistance.....	140

List of Figures

Figure 1: Overall Project Lifecycle.....	9
Figure 2: General Steps in Project Scoping Process	10
Figure 3: Frontloading EHP Considerations and the NEPA Process	13
Figure 4: RFI Flowchart.....	58

List of Tables

Table 1: Eligible Subapplicants	18
Table 2: Cost-Share Requirements	19
Table 3: Eligible Activities by Program	23
Table 4: Green Open Space and Riparian Benefits	50
Table 5: RFI Timelines	57
Table 6: FEMA Regions	71

PART I. FUNDING OPPORTUNITY DESCRIPTION

Part I of the Hazard Mitigation Assistance (HMA) Unified Guidance introduces the three HMA programs and outlines the organization of the document.

The U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) HMA programs present a critical opportunity to reduce the risk to individuals and property from natural hazards while simultaneously reducing reliance on Federal disaster funds. On March 30, 2011, the President signed Presidential Policy Directive 8: National Preparedness (PPD-8), and the National Mitigation Framework was finalized in May 2013. The National Mitigation Framework comprises seven core capabilities, including Threats and Hazard Identification, Risk and Disaster Resilience Assessment, Planning, Community Resilience, Public Information and Warning, Long-term Vulnerability Reduction, and Operational Coordination. HMA programs provide funding for eligible activities that are consistent with the National Mitigation Framework's Long-term Vulnerability Reduction capability. HMA programs reduce community vulnerability to disasters and their effects, promote individual and community safety and resilience, and promote community vitality after an incident. Furthermore, HMA programs reduce response and recovery resource requirements in the wake of a disaster or incident, which results in a safer community that is less reliant on external financial assistance.

Hazard mitigation is any sustained action taken to reduce or eliminate long-term risk to people and property from natural hazards and their effects. This definition distinguishes actions that have a long-term impact from those that are more closely associated with immediate preparedness, response, and recovery activities. Hazard mitigation is the only phase of emergency management specifically dedicated to breaking the cycle of damage, reconstruction, and repeated damage. Accordingly, States, Territories, Indian Tribal governments, and communities are encouraged to take advantage of funding that HMA programs provide in both the pre- and post-disaster timelines.

Together, these programs provide significant opportunities to reduce or eliminate potential losses to State, Indian Tribal government, and local assets through hazard mitigation planning and project grant funding. Each HMA program was authorized by separate legislative action, and as such, each program differs slightly in scope and intent.

The Hazard Mitigation Grant Program (HMGP) provides funds to States, Territories, Indian Tribal governments, local governments, and eligible private non-profits (PNPs) following a Presidential major disaster declaration. The Pre-Disaster Mitigation (PDM) Program and Flood Mitigation Assistance (FMA) programs provide funds annually to States, Territories, Indian Tribal governments, and local governments. Although the statutory origins of the programs

differ, both share the common goal of reducing the risk of loss of life and property due to natural hazards.

This guidance applies to HMGP funds available for disasters declared on or after the date of publication. The guidance in this document is subject to change based on new laws or regulations enacted after publication. This guidance is applicable to the PDM and FMA programs; the application cycles are announced via <http://www.grants.gov/>. For additional information, please contact FEMA.

State, Territory, or Indian Tribal governments are eligible Applicants for HMA programs. The Applicant is responsible for soliciting subapplications from eligible subapplicants, assisting in the preparation of them, and submitting eligible, complete applications to FEMA in priority order. HMA grant funds are awarded to Applicants. When funding is awarded, the Applicant then becomes the “Grantee” and is accountable for the use of the funds, responsible for administering the grant, and responsible for complying with program requirements and other applicable Federal, State, Territorial, and Indian Tribal laws and regulations. As the Grantee, the Applicant is also responsible for financial management of the program and overseeing all approved projects. In general, the “subapplicant” is a State-level agency, Indian Tribal government, local government, or other eligible entity that submits a subapplication for FEMA assistance to the Applicant. If HMA funding is awarded, the subapplicant becomes the “subgrantee” and is responsible for managing the subgrant and complying with program requirements and other applicable Federal, State, Territorial, Indian Tribal, and local laws and regulations. An Indian Tribal government may participate as either the Applicant/Grantee or the subapplicant/subgrantee (see [Part IV, A](#)). For **HMGP**, “subapplicant” has the same meaning given to the term “Applicant” in the HMGP regulations at Title 44 of the Code of Federal Regulations (CFR) Part 206.431.

A. Authorization and Appropriation

HMGP is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (the Stafford Act), Title 42, U.S. Code (U.S.C.) 5170c. The key purpose of HMGP is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. HMGP is available, when authorized under a Presidential major disaster declaration, in the areas of the State requested by the Governor. Indian Tribal governments may also submit a request for a major disaster declaration within their impacted area. The amount of HMGP funding available to the Applicant is based upon the estimated total of Federal assistance, subject to the sliding scale formula outlined in 44 CFR Section 206.432(b) that FEMA provides for disaster recovery under the Presidential major disaster declaration. The formula provides for up to 15 percent of the first \$2 billion of estimated aggregate amounts of disaster assistance, up to 10 percent for amounts between \$2 billion and \$10 billion, and up to 7.5 percent for amounts between \$10 billion and \$35.333 billion. For States with enhanced

plans, the eligible assistance is up to 20 percent for estimated aggregate amounts of disaster assistance not to exceed \$35.333 billion.

The **PDM** Program is authorized by Section 203 of the Stafford Act, 42 U.S.C. 5133. The PDM Program is designed to assist States, Territories, Indian Tribal governments, and local communities to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on Federal funding in future disasters.

The **FMA** program is authorized by Section 1366 of the National Flood Insurance Act of 1968, as amended (NFIA), 42 U.S.C. 4104c, with the goal of reducing or eliminating claims under the National Flood Insurance Program (NFIP).

The National Flood Insurance Fund (NFIF) provides the funding for the FMA program. The PDM and FMA programs are subject to the availability of appropriation funding, as well as any program-specific directive or restriction made with respect to such funds.

More information about each program can be found on the FEMA HMA Web site at <https://www.fema.gov/hazard-mitigation-assistance>.

B. Additional Program Information

This guidance consolidates the common requirements for all HMA programs and explains the unique elements of the programs in individual sections. Additionally, it provides information for Federal, State, Indian Tribal, and local officials on how to apply for HMA funding for a proposed mitigation activity.

The organization of this HMA Unified Guidance provides clarity and ease of use by presenting information common to all programs in general order of the grant life cycle. As a result, closely related topics may be presented in different sections of the guidance. This guidance is organized in the following manner:

- ◆ [Part I](#), Funding Opportunity Description, introduces the HMA programs;
- ◆ [Part II](#), Frontloading HMA Program Eligibility Requirements, provides general information to facilitate project scoping and the overall decision-making process;
- ◆ [Part III](#), Award Information, provides information about available funding and application deadlines;
- ◆ [Part IV](#), Eligibility Information, provides information about eligible Applicants and subapplicants, cost-sharing requirements, and other program requirements;
- ◆ [Part V](#), Application and Submission Information, provides information regarding application development including funding restrictions;

-
- ◆ [Part VI](#), Application Review Information, summarizes the FEMA review and selection process;
 - ◆ [Part VII](#), Award Administration Information, highlights grants management requirements from the time an award is made through closeout;
 - ◆ [Part VIII](#), FEMA Contacts, provides Regional and State contact information;
 - ◆ [Part IX](#), Additional Program Guidance, provides information that is unique to each program; and
 - ◆ [Part X](#), Appendices, includes acronyms, a glossary, additional resources, and referenced regulations and statutes.
 - ◆ Additional guidance for particular activity types is provided as an Addendum to this guidance. This additional guidance provides information specific to property acquisition and structure demolition or relocation, wildfire mitigation, safe room construction, mitigation reconstruction, and structure elevation projects.

B.1 Programmatic Changes

Although many of the specific requirements of each program remain the same, significant revisions to programmatic requirements included in this HMA Unified Guidance are:

- ◆ Per the Sandy Recovery Improvement Act of 2013 (SRIA), Indian Tribal governments can submit a request for a major disaster declaration within their impacted areas;
- ◆ A new [Part II](#) has been created to outline the importance of “frontloading” HMA program requirements in the project scoping and development process;
- ◆ The Biggert-Waters Flood Insurance Reform Act of 2012 eliminated the Repetitive Flood Claims and Severe Repetitive Loss programs and made the following significant changes to the FMA program:
 - The definitions of repetitive loss and severe repetitive loss properties have been modified ([Part IX, C.1](#));
 - There is no longer a State cap of \$10 million or a community cap of \$3.3 million for any 5-year period;
 - There is no longer a limit on in-kind contributions for the non-Federal cost share (previously limited to one-half of the non-Federal share);
 - Mitigation reconstruction is an eligible activity;
 - Cost-share requirements have changed to allow more Federal funds for properties with repetitive flood claims and severe repetitive loss properties ([Part IV, B](#));

-
- The development or update of mitigation plans shall not exceed \$50,000 Federal share to any Applicant or \$25,000 Federal share to any subapplicant ([Part V, E.3](#)); and
 - There is no longer a restriction that a planning grant can only be awarded not more than once every 5 years to a State or community.
- ◆ For Duplication of Benefits (DOB), HMA does not require that property owners seek assistance from other sources (with the exception of insurance);
 - ◆ However, other assistance anticipated or received must be reported ([Part IV, C.4](#)). A Privacy Act notice is required to be provided to homeowners participating in mitigation projects;
 - ◆ For **HMGP**, the purchase and installation of stand-alone generators are eligible under regular HMGP funding if they protect a critical facility and meet all other program eligibility criteria ([Part IV, D.1.1](#));
 - ◆ For **HMGP** and the **PDM Program**, generators and/or related equipment purchases (e.g., generator hook-ups) that are not stand-alone are considered eligible when the generator and related equipment directly relates to the hazard being mitigated and is part of a more comprehensive project ([Part IV, D.1.1](#));
 - ◆ For non-structural retrofits, the elevation of utilities is an eligible activity ([Part IV, D.1.1](#));
 - ◆ FEMA Policy 104-008-01, “Hazard Mitigation Assistance for Wind Retrofit Projects for Existing Residential Buildings” dated November 16, 2012, has been incorporated ([Part IV, D.1.1](#)). With the release of this HMA Unified Guidance, the policy has been superseded;
 - ◆ A mitigation planning subgrant award can result in a mitigation plan adopted by the jurisdiction(s) and approved by FEMA or it can also include planning-related activities as outlined in 44 CFR Parts 201 and 206 ([Part IV, D.1.2](#));
 - ◆ FEMA Mitigation Planning Memorandum (MT-PL) #2 “Guidance For FEMA Regional Directors Regarding “Extraordinary Circumstances” under which an HMGP Project Grant may be awarded to Local Jurisdictions without an Approved Local Mitigation Plan” dated October 28, 2005, has been incorporated. With the release of this HMA Unified Guidance, the memo has been superseded;
 - ◆ For **PDM** and **FMA** project subgrants, the Region may apply extraordinary circumstances, when justification is provided, with concurrence received from FEMA Headquarters (Risk Reduction and Risk Analysis Divisions) prior to granting an exception ([Part IV, D.5](#));
 - ◆ For the PDM Program, the Federal share to update a hazard mitigation plan has been reduced to \$300,000 ([Part V, E.2](#));
 - ◆ Applications must contain minimal information in order for FEMA to be able to make a general eligibility determination ([Part V, G.2](#));

-
- ◆ Applications or subapplications submitted to FEMA that do not contain the minimal eligibility criteria are subject to immediate denial ([Part V, G.2](#));
 - ◆ Greatest Savings to the Fund (GSTF) extends to properties under HMA ([Part V, I](#));
 - ◆ An expedited cost-effectiveness methodology (substantial damage waiver) is available for property acquisition projects when certain conditions are met under all HMA programs; this was previously limited to HMGP ([Part V, I](#));
 - ◆ FEMA Policy 108-024-01, “Consideration of Environmental Benefits in the Evaluation of Acquisition Projects under the Hazard Mitigation Assistance (HMA) Programs” dated June 18, 2013, has been incorporated ([Part V, I](#)). With the release of this HMA Unified Guidance, this policy has been incorporated;
 - ◆ Green open space and riparian area benefits can now be included in the project benefit cost ratio (BCR) once the project BCR reaches 0.75 or greater. The inclusion of environmental benefits in the project BCR is limited to acquisition-related activities;
 - ◆ FEMA recommends several HMA efficiencies to facilitate FEMA review and approval ([Part VI, A.5](#));
 - ◆ FEMA provides timelines for Applicants to comply with requests for information (RFI) ([Part VI, B.2.1](#));
 - ◆ FEMA clarifies the consideration of additional information in support of a subapplication ([Part VI, B.5](#));
 - ◆ FEMA clarifies that requests for Scope of Work Changes must address the need for the change through a revised scope, schedule, and budget ([Part VII, B.2](#));
 - ◆ FEMA clarifies when prior FEMA approval is needed for a budget change ([Part VII, B.3](#));
 - ◆ With the publication of this HMA Unified Guidance, the Period of Performance (POP) for the programs begins with the opening of the application period and ends no later than 36 months from the close of the application period. All requests to extend the grant POP beyond 12 months from the original grant POP termination date must be approved by FEMA Headquarters ([Part VII, B.4](#));
 - ◆ FEMA may elect to provide funding for certain projects in incremental amounts (Strategic Funds Management [SFM]) ([Part VII, B.5.1](#));
 - ◆ The Grantee must notify FEMA of each property for which settlement was completed in that quarter ([Part VII, C.2](#));
 - ◆ The HMGP final lock-in will be established 12 months after date of declaration. The final lock-in amount may be greater than or less than the previous calculations. Because the lock-in estimate is subject to change, FEMA will not obligate more than 75 percent of any estimate prior to the calculation of the final lock-in without concurrence of the Regional Administrator or Federal Coordinating Officer with Disaster Recovery Manager

Authority and the Office of Chief Financial Officer ([Part IX, A.3](#));

- ◆ With the release of this guidance, Section 1104 of the SRIA is incorporated as Advance Assistance in ([Part IX, A.9](#));
- ◆ Advance Assistance can be used to accelerate the implementation of the HMGP. Applicants may use Advance Assistance to develop mitigation strategies and obtain data to prioritize, select, and develop complete HMGP applications in a timely manner ([Part IX, A.9](#));
- ◆ For acquisition projects, clarifications were made regarding the purchase of vacant land, land already owned by an eligible entity, and outstanding tax liens (Addendum, Part A);
- ◆ FEMA will make a determination on the open space compatibility of access to a subsurface resource (e.g., mineral rights) on a case-by-case basis (Addendum, Part A);
- ◆ Acquisitions in Coastal Barrier Resource System (CBRS) units and Other Protected Areas (OPAs) are eligible under all HMA programs if the projects are otherwise eligible under the requirements in the 44 CFR and this guidance (Addendum, Part A);
- ◆ FEMA clarifies that the relevant event may vary under the HMA programs; however, pre-market value or current market value can be used at the Applicant's discretion for all HMA programs (Addendum, Part A);
- ◆ In accordance with Section 203(a)(1) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act, the replacement housing allowance for homeowners may increase from \$22,500 to \$31,000 on October 1, 2014 (Addendum, Part A);
- ◆ With the release of this HMA Unified Guidance, certified clean is defined as a letter from the appropriate local, State, Indian Tribal, or Federal entity determining that no further remedial action is required to protect human health or the environment (Addendum, Part A);
- ◆ FEMA Policy MRR-2-08-1, "Wildfire Mitigation Policy for the Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation (PDM) Program," dated September 8, 2008, has been incorporated. With the release of this HMA Unified Guidance, this policy has now been superseded (Addendum, Part B);
- ◆ FEMA urges communities to implement wildfire projects using the materials and technologies that are in accordance with the International Code Council, FEMA, U.S. Fire Administration, and the National Fire Protection Association (NFPA) Firewise recommendations, whenever applicable (Addendum, Part B);
- ◆ For wildfire projects, the application will include a narrative statement acknowledging the information required in the final operations and maintenance plan. The final operations and maintenance plans must be submitted to FEMA prior to project closeout (Addendum, Part B);

-
- ◆ FEMA Interim Policy MRR-2-09-1, “Hazard Mitigation Assistance for Safe Rooms,” dated April 30, 2009, and FEMA Memorandum, subject “Waiver of Two Provisions of Mitigation Interim Policy MRR-2-09-1, “Hazard Mitigation Assistance for Safe Rooms,” dated February 07, 2012, have been incorporated. With the release of this HMA Unified Guidance both policies are now superseded (Addendum, Part C);
 - ◆ For safe room projects, costs associated with the acquisition of land for a community safe room are eligible costs (Addendum, Part C);
 - ◆ For safe room projects, FEMA will review final operations and maintenance plans during project closeout (Addendum, Part C); and
 - ◆ For safe room projects, costs associated with fire suppression sprinklers and heating, ventilation, and air-conditioning (HVAC) systems are an eligible cost (Addendum, Part C).

PART II. FRONTLOADING HMA PROGRAM ELIGIBILITY REQUIREMENTS

Part II provides general information on the importance of “frontloading” HMA Program eligibility requirements in the project scoping and the overall decision-making process. Project scoping and project development are two of the earliest steps in the overall project lifecycle (see [Figure 1](#)) and can have a significant impact on the course an application or subapplication takes through the HMA grant process.

Project scoping (as shown in [Figure 2](#)) is the process by which subapplicants develop effective mitigation alternatives based on a defined set of requirements that meet the stated purpose and need of the proposed project. Applicants are encouraged to include representatives of the whole community in planning and scoping the project to gain broad community participation and support.

The scoping process includes the identification and evaluation of technical feasibility, cost review, cost-effectiveness, and environmental and cultural resource considerations. Based on potential impacts to environmental and cultural resources, there may be a legal requirement to alter the project. The process results in the development of a preferred project alternative that is then documented through the preparation of the application or subapplication. Applicants and subapplicants should consider the whole range of program requirements at the beginning stages of project development. The incorporation of these considerations into the scoping process can increase the efficiency of program review and ensure that all HMA program requirements are addressed.

Figure 1: Overall Project Lifecycle

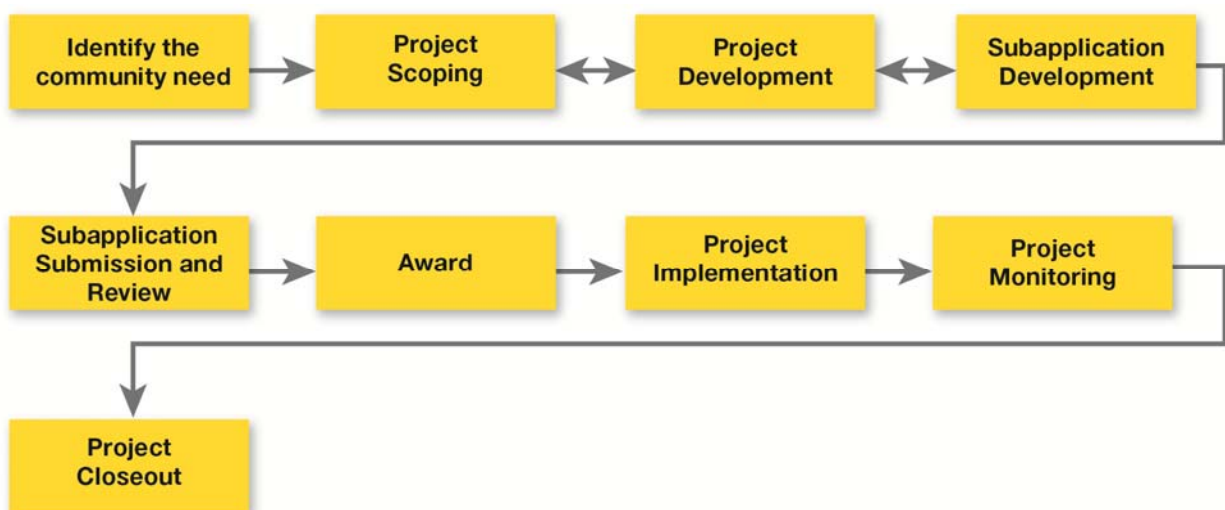
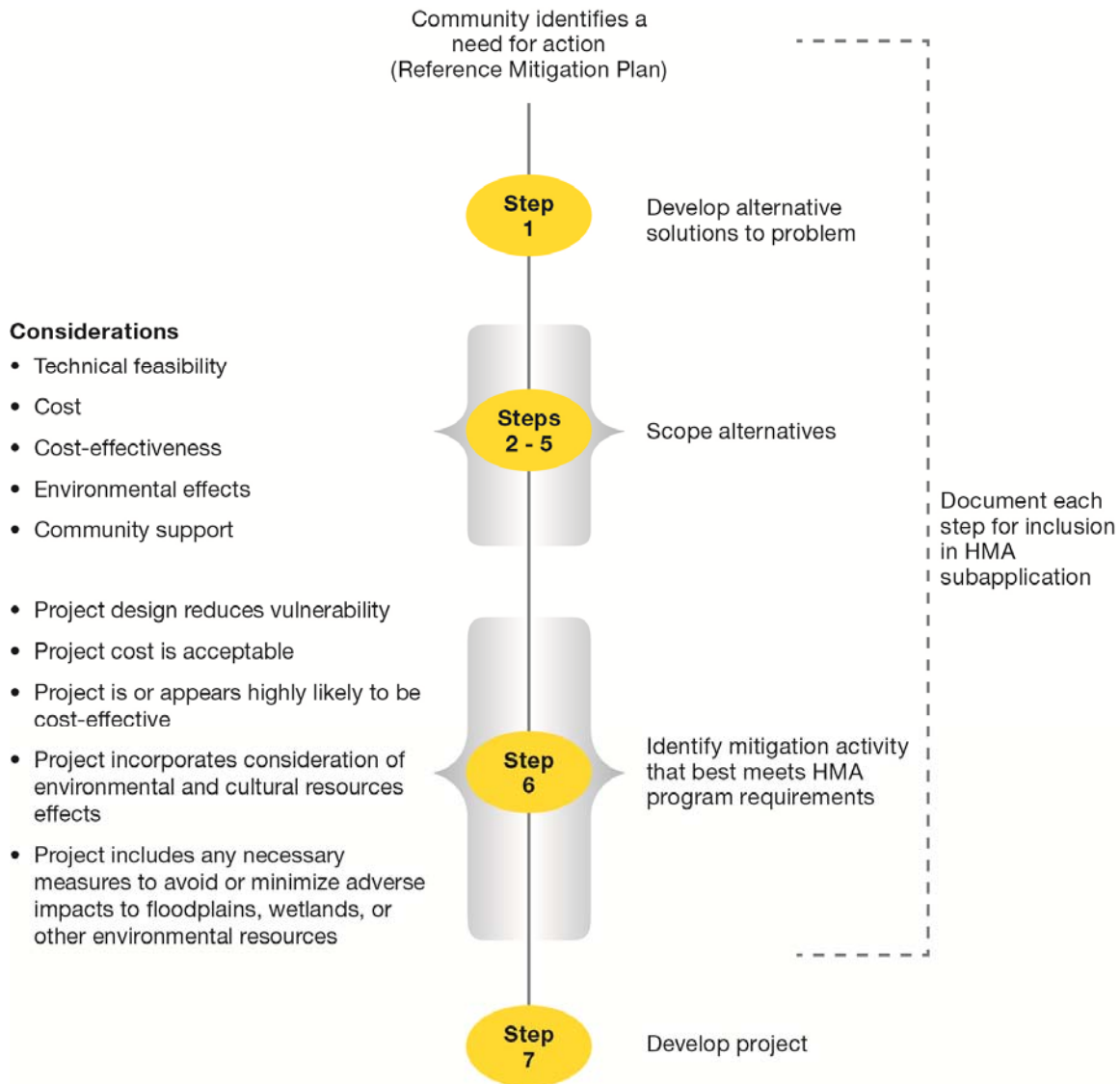


Figure 2: General Steps in Project Scoping Process



Addressing the following HMA program requirements at the earliest stage possible in the decision-making process is important because it can lead to enhanced project scoping as well as development and prevent delays later:

- ◆ Mitigation Planning;
- ◆ Technical Feasibility and Effectiveness;
- ◆ Floodplain Management and Protection of Wetlands;
- ◆ Environmental Planning and Historic Preservation Review and Compliance;
- ◆ Cost-Effectiveness; and
- ◆ Cost Review.

“Frontloading” of these requirements at the earliest point in the decision-making process increases the efficacy of the overall HMA Program. It also reduces the need for RFIs, which may result in quicker selections of projects for further review or approval. Additionally, early consideration of Advance Assistance, SFM, project monitoring, and project closeout in the decision-making process can facilitate the scoping and development of viable projects.

A. Mitigation Planning

Reviewing and incorporating information from the State, Indian Tribal, or local mitigation plan can help an Applicant or subapplicant facilitate the development of mitigation project alternatives. Linking the existing mitigation plan to project scoping can support the Applicant and the subapplicant in selecting the most appropriate mitigation activity that best addresses the identified hazard(s) while taking into account community priorities. In particular, the mitigation strategy section of the plan identifies a range of specific mitigation activities that can reduce vulnerability and includes information on the process that was used to identify, prioritize, and implement the range of mitigation actions considered. Another resource that may be useful in developing mitigation alternatives is the “Mitigation Ideas” guide available from the FEMA Library (see <http://www.fema.gov/library/viewRecord.do?id=6938>). It is important to reference the mitigation plan as potential project alternatives may have been considered during the planning process. If these alternatives were not considered during the mitigation planning process, please include this information in the next mitigation plan update. For more information on hazard mitigation planning, see [Part IV, D.1.2](#) (eligible activities), [Part V, H.2](#) (scope of work), [Part V, H.5.2](#) (cost estimate), or [Part X, C](#) (additional resources).

B. Technical Feasibility and Effectiveness

Mitigation projects submitted for the HMA grants must be both feasible and effective at mitigating the risks of the hazard for which the project was designed. The feasibility of the project is demonstrated through conformance with accepted engineering practices, established codes, standards, modeling techniques, or best practices. Effective mitigation measures funded under HMA should provide a long-term or permanent solution. Consideration of technical feasibility and effectiveness during the project scoping process facilitates project development. For more information on technical feasibility and effectiveness, see [Part VI, A.3](#) (application review criteria), [Part IV, D.4](#) (eligibility program requirements), or [Part V, J](#) (documentation).

C. Floodplain Management and Protection of Wetlands

HMA programs and grants must conform to 44 CFR Part 9, which incorporates the requirements of Executive Order (EO) 11988 (*Floodplain Management*) and EO 11990 (*Protection of Wetlands*). All proposed actions should be reviewed to determine if they are in the floodplain or a wetland. Any actions located in the 100-year floodplain (500-year for critical actions), or adversely increasing the base flood or adversely affecting a wetland, trigger the requirement to

complete the 8-step decision-making process outlined in 44 CFR Section 9.6, see [Part X, Appendix J](#). As part of that process, FEMA must consider alternative locations to determine whether the floodplain or wetland is the only practicable location for that action. If the floodplain or wetland is the only practicable location, FEMA must avoid or must minimize adverse impacts to the floodplain or wetland. For more information on floodplain management and the protection of wetlands, see [Part IV, D.6.1](#) (general program requirements) and [Part X, Appendix J](#) (8-Step Decision Making Process for Floodplain Management Considerations).

D. Environmental Planning and Historic Preservation Review and Compliance

HMA programs and grants must comply with all environmental and historic preservation (EHP) laws and with 44 CFR Part 10, which may include identifying alternate locations and, as necessary, modifying the project. See the EHP Checklist in [Part X, Appendix I](#). Completion of this list is not a substitute for environmental compliance. The front-loading of EHP into the decision-making process allows for development of mitigation measures that reduce or eliminate the proposed project's impact to the human environment; see [Figure 3](#) for an overview of frontloading the EHP and National Environmental Policy Act (NEPA) process. Moreover, compliance with all environmental laws and regulations is a condition of the grant. Two key considerations are whether the proposed project is located in an area that has endangered or threatened species or critical habitat and whether the proposed project might impact historic or cultural resources. If the project could result in adverse impacts to those resources, it might be necessary to change the scope of the project to avoid those impacts or incorporate mitigation measures to minimize the impacts to those resources. To determine whether any EHP issues may be associated with the proposed project, Applicants should review FEMA's HMA EHP Resources At-a-Glance Guide, located at <http://www.fema.gov/library/viewRecord.do?id=6976>. For more information on EHP, see [Part IV, D.6](#) (general program requirements), [Part V, K](#) (documentation), and [Part VI, A.4](#) (application review).

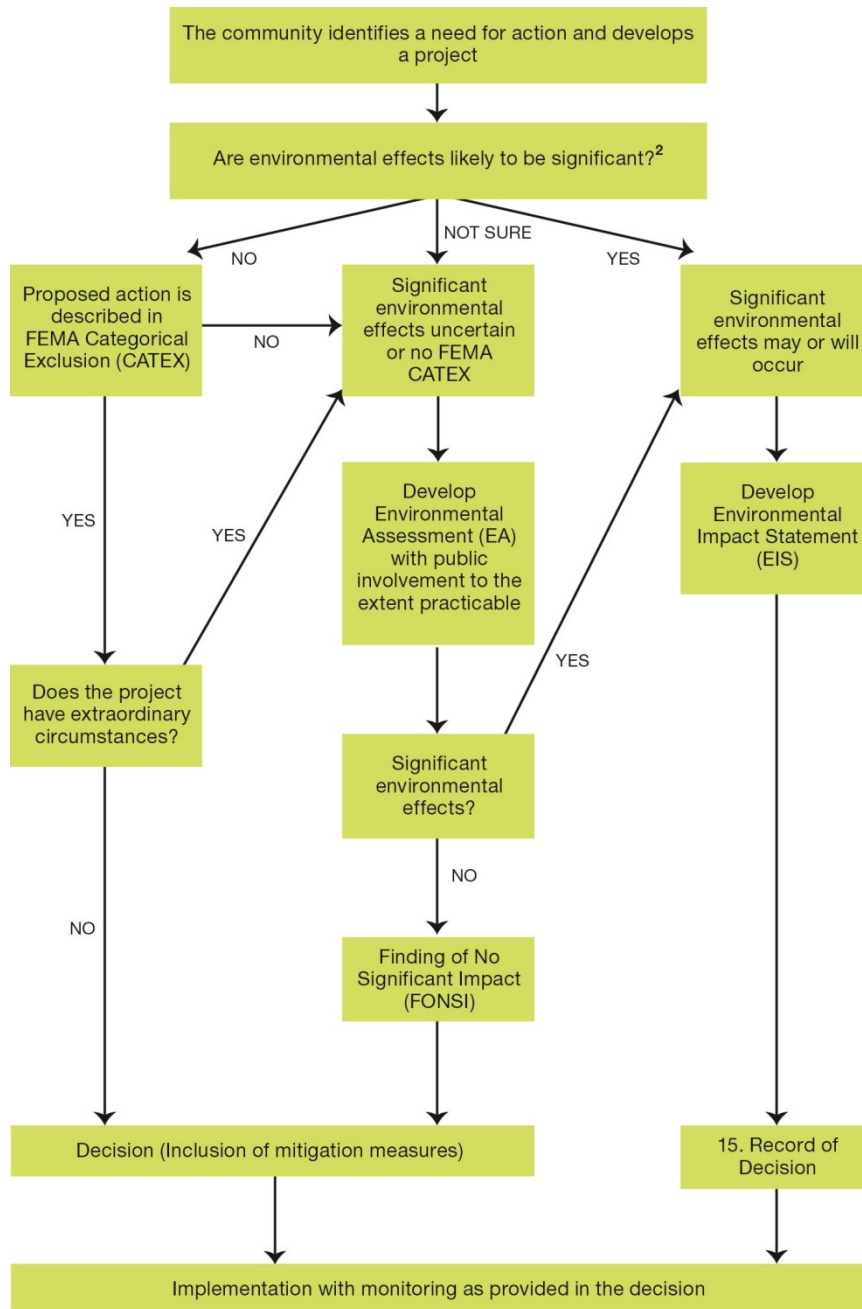
E. Cost-effectiveness

Mitigation activities are required by statute and regulation to be cost-effective or be in the interest of the NFIF. Consideration of the cost-effectiveness requirement at the earliest possible stage of the decision-making process can facilitate project scoping and improve project design. For more information on cost-effectiveness, see [Part IV, D.3](#) (general program requirements) and [Part V, I](#) (documentation).

F. Cost Review

All costs included in the subapplication should be reviewed to ensure that they are necessary, reasonable, and allocable consistent with the provisions of Office of Management and Budget (OMB) Circular A-87 and 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal

Figure 3: Frontloading EHP Considerations and the NEPA Process



Note: 1. Significant new circumstances or information relevant to environmental concerns or substantial changes in the proposed action that are relevant to environmental concerns may necessitate preparation of a supplemental EIS following either the draft or final EIS or the Record of Decision (CEQ NEPA Regulations, 40 C.F.R. § 1502.9(c)).

2. ²Are other environmental and historical preservation laws/EOs triggered by this action? (e.g., ESA, MTBA, EO 11988, EO 1990, CAA, RCRA, CBRA, etc.) If so, coordinate with appropriate agencies as necessary.

3. Figure adapted from "A Citizen's Guide to the NEPA" by the Council on Environmental Quality

Governments. Conducting this cost review at the earliest possible stage allows for improved project scoping and facilitates project development, which facilitates FEMA project review.

G. Project Development

Project scoping is not a separate, stand-alone process from project development. It can be considered the initial stage of project development, during which the details of mitigation activities are evaluated and developed. State, Local, and Indian Tribal governments that actively participate in and document their project scoping process put themselves in a greater position for success during project development. The information gathered in the scoping process serves as the basis for the development of a more detailed and robust technical design, cost, and environmental compliance components of the mitigation activity.

During the project development process, the subapplicant may encounter project considerations such as technical feasibility, cost-effectiveness, and EHP that necessitate the refinement or adjustment of the mitigation activity. When these situations are encountered, the reason for the refinement or re-scoping should be fully documented and included with the subapplication.

H. Advance Assistance

Section 1104 of the SRIA authorizes the use of Advance Assistance to accelerate the implementation of the HMGP. Applicants may use Advance Assistance to develop mitigation strategies and obtain data to prioritize, select, and develop complete HMGP applications in a timely manner. Using Advance Assistance can help Applicants develop eligible and complete applications that include a feasible project budget and an appropriate project milestone. See [Part IX, A.9](#) for additional information on Advance Assistance.

ADVANCE ASSISTANCE

Advance Assistance can be used to develop mitigation strategies and obtain data to prioritize, select, and develop complete HMGP applications. Consideration of Advance Assistance early in the decision-making process can help facilitate the development of a viable project, as well as project administration.

I. Strategic Funds Management

FEMA has implemented SFM. SFM, or incremental funding, is the concept of fiscal program management designed to provide funds as they are needed to implement approved HMGP activities. Through SFM, Applicant recovery and preparedness, communication and partnership, and the overall fiscal accuracy are expected to be improved. Considering SFM early in the decision-making process can help facilitate the development of a feasible project budget and

STRATEGIC FUNDS MANAGEMENT

SFM is a fiscal management approach designed to provide funds to the Grantee as needed to implement approved HMGP activities.

appropriate project milestones. At the beginning of an SFM project, FEMA and the State will work together to develop a work schedule.

See [Part VII, B.5.1](#) for additional information on SFM.

J. Project Monitoring

After a grant or subgrant is awarded, the Grantee and subgrantee are required to monitor and evaluate the progress of the mitigation activity in accordance with the:

- ◆ Approved original scope of work (SOW) and budget;
- ◆ Administrative requirements of 44 CFR Part 13; and
- ◆ Any applicable State requirements.

Sound project monitoring improves the efficiency of the project implementation process and the obligation of funds process. The satisfactory use of quarterly reporting facilitates project management and allows the Grantee, subgrantee, and FEMA to monitor obligations and any unliquidated funds. For additional information on project monitoring (reporting requirements) see [Part VII, C](#).

K. Closeout

Upon project completion, the Grantee and subgrantee are required to closeout the subgrant or grant in accordance 44 CFR Section 13.50 (Closeout). The project file should document that the:

- ◆ Approved SOW was fully implemented;
- ◆ All obligated funds were liquidated and in a manner consistent with the approved SOW;
- ◆ All environmental compliance measures or mitigations were implemented;
- ◆ The project was implemented in a manner consistent with the grant or subgrant agreement;
- ◆ Grantees submitted the required quarterly financial and performance reports; and
- ◆ The grant and subgrant were closed out in accordance with the provisions outlined in [Part VII, C](#) and [D](#) (subgrant and grant closeout).

For more information on closeout, see [Part VII, D](#).

PART III. AWARD INFORMATION

Funding under HMA programs is subject to the availability of appropriations (as well as any directive or restriction made with respect to such funds in the law) and, for HMGP, to the amount of FEMA disaster recovery assistance under the Presidential major disaster declaration.

For additional information about available funding for HMGP, see [Part IX, A.3](#); for the PDM Program, see [Part IX, B.1](#); and for FMA, see [Part IX, C](#).

PART IV. ELIGIBILITY INFORMATION

Part IV identifies common eligibility requirements for all HMA programs, such as eligible Applicants and subapplicants, cost-sharing requirements, restrictions on the use of HMA funds, activities that are eligible for HMA funding, and other program requirements. Additional program-specific requirements are found in [Part IX](#) of this guidance. Additional project-specific requirements can be found in the Addendum to this guidance. To be eligible for funding, Applicants and subapplicants must apply for funds as described in this guidance.

A. Eligible Applicants

Entities eligible to apply for HMA grants include the emergency management agency or a similar office of the 50 States (e.g., the office that has primary emergency management or floodplain management responsibility), the District of Columbia, American Samoa, Guam, the U.S. Virgin Islands, Puerto Rico, the Northern Mariana Islands, and Indian Tribal governments. Each State, Territory, Commonwealth, or Indian Tribal government shall designate one agency to serve as the Applicant for each HMA program. For the definition of the term Indian Tribal government refer to 44 CFR Section 206.431.

An Indian Tribal government may have the option to apply for HMA grants through the State as a subapplicant or directly to FEMA as an Applicant. The option for an Indian Tribal government to apply directly to FEMA reflects FEMA recognition that Indian Tribal governments are sovereign nations and share a government-to-government relationship with the United States. This choice is independent of a designation under other FEMA grants and programs, but is not available on a project-by-project basis within a single grant program. If an Indian Tribal government chooses to apply directly to FEMA and is awarded the grant, it bears the full responsibility of a Grantee for the purposes of administering the grant. For plan requirements relevant to the options to apply as a subapplicant or an Applicant, see [Part IV, D.5.1](#).

A.1 Eligible Subapplicants

All interested subapplicants must apply to the Applicant. [Table 1](#) identifies, in general, eligible subapplicants. For specific details regarding eligible subapplicants, refer to 44 CFR Section 206.434(a) for HMGP and 44 CFR Section 79.6(a) for FMA. For HMGP and the PDM Program, see 44 CFR Section 206.2(a)(16) for a definition of local governments.

Individuals and businesses are not eligible to apply for HMA funds; however, an eligible Applicant or subapplicant may apply for funding on behalf of individuals and businesses. For additional information about the eligibility of PNPs for HMGP, see Part IX, A.5.

Table 1: Eligible Subapplicants

Entity	HMGP	PDM	FMA
State agencies	√	√	√
Indian Tribal governments	√	√	√
Local governments/communities	√	√	√
Private non-profit organizations (PNPs)	√		

B. Cost Sharing

Under the HMA programs, the total cost to implement approved mitigation activities is generally funded by a combination of Federal and non-Federal sources. Both the Federal and the non-Federal cost shares must be for eligible costs used in direct support of the approved activities under this guidance and the grant award. Contributions of cash, third-party in-kind services, materials, or any combination thereof, may be accepted as part of the non-Federal cost share.

FEMA administers cost-sharing requirements consistent with 44 CFR Section 13.24 and 2 CFR Section 215.23. To meet cost-sharing requirements, the non-Federal contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

In general, HMA funds may be used to pay up to 75 percent of the eligible activity costs. The remaining 25 percent of eligible activity costs are derived from non-Federal sources. Exceptions to the 75 percent Federal and 25 percent non-Federal share (see [Table 2](#)) are as follows:

- ◆ **PDM Program** – Small impoverished communities may be eligible for up to a 90 percent Federal cost share. For information about small impoverished communities, see [Part IX, B.2.](#)
- ◆ **FMA**
 - FEMA may contribute up to 100 percent Federal cost share for severe repetitive loss properties or the expected savings to the NFIF for acquisition or relocation activities (the GSTF value for property acquisition may be offered to the property owner if the project is not cost-effective using pre-event or current market value);
 - FEMA may contribute up to 90 percent Federal cost share for repetitive loss properties; and
 - FEMA may contribute up to 75 percent Federal cost share for NFIP-insured properties.
- ◆ **Insular areas, including American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands** – FEMA automatically waives the non-Federal cost share when the non-Federal cost share for the entire grant is under \$200,000, not an individual subgrant. If the non-Federal cost share for the entire grant is \$200,000 or

greater, FEMA may waive all or part of the cost share, such a waiver is usually consistent with that provided for Public Assistance under the disaster declaration. If FEMA does not waive the cost share, the insular area must pay the entire cost-share amount, not only the amount over \$200,000.

Cost-share requirements also extend to management costs with the following exceptions:

- ◆ For **HMGP**, available HMGP management costs are calculated as a percentage of the Federal funds provided. There is no additional cost-share requirement for management costs.
- ◆ Under the **PDM Program**, only Indian Tribal Grantees meeting the definition of a small impoverished community are eligible for a non-Federal cost share of 10 percent for management costs.

See [Part IX, A.7](#) for further information about HMGP cost-share requirements and [Part V, E.4](#) for further information on funding restrictions for management costs.

HMA Federal funds, or funds used to meet HMA cost-share requirements, may not be used as a cost share for other Federal funds, for lobbying, or intervention in Federal regulatory or adjudicatory proceedings.

Table 2: Cost-Share Requirements

Programs	Mitigation Activity	Grantee Management Costs	Subgrantee Management Costs
	(Percent of Federal / Non-Federal Share)	(Percent of Federal / Non-Federal Share)	(Percent of Federal / Non-Federal Share)
HMGP	75/25	100/0	—/— ⁽¹⁾
PDM	75/25	75/25	75/25
PDM – subgrantee is small impoverished community	90/10	75/25	90/10
PDM – Tribal Grantee is small impoverished community	90/10	90/10	90/10
FMA – insured properties and planning grants	75/25	75/25	75/25
FMA – repetitive loss property ⁽²⁾	90/10	90/10	90/10
FMA – severe repetitive loss property ⁽²⁾	100/0	100/0	100/0

(1) Subapplicants should consult their State Hazard Mitigation Officer (SHMO) for the amount or percentage of HMGP subgrantee management cost funding their State has determined to be passed through to subgrantees.

(2) To be eligible for an increased Federal cost share a FEMA-approved State or Tribal (Standard or Enhanced) Mitigation Plan that addresses repetitive loss properties must be in effect at the time of grant award, and the property that is being submitted for consideration must be a repetitive loss property.

B.1 Federal Funds Allowed to Be Used as Non-Federal Cost Share

In general, the non-Federal cost-share requirement may not be met with funds from other Federal agencies; however, authorizing statutes explicitly allow some Federal funds to be used as a cost share for other Federal grants. Federal funds that are used to meet a non-Federal cost-share requirement must meet the purpose and eligibility requirements of both the Federal source program and the HMA grant program.

B.2 Increased Cost of Compliance as Non-Federal Cost Share

The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.

If an ICC payment is being used as a subapplicant's non-Federal cost share, the NFIP policyholder must assign the claim to the subapplicant. However, only that part of the ICC benefit that pertains to the property can be assigned to the subapplicant. The NFIP policyholder can only assign the ICC benefit to the subapplicant; in no case can the policyholder assign the ICC benefit to another individual. Steps for the assignment of ICC coverage are available at <http://www.fema.gov/national-flood-insurance-program/steps-assignment-coverage-d-increased-cost-compliance-coverage>.

C. Restrictions

C.1 Non-Discrimination Compliance

In accordance with Section 308 of the Stafford Act and Title VI of the 1964 Civil Rights Act, all HMA programs are administered in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, disability, English proficiency, or economic status. In addition, Federal assistance distributed by State and local governments is to be implemented in compliance with all applicable laws.

Applicants and subapplicants must ensure that no discrimination is practiced. Applicants and subapplicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their grant application. Subapplicants also must ensure fairness and equal access to property owners and individuals that benefit from mitigation activities.

C.2 Conflict of Interest

Applicants and subapplicants must avoid conflicts of interest. Subapplicants must comply with the procurement guidelines at 44 CFR Section 13.36, which require subapplicants to avoid situations in which local officials with oversight authority might benefit financially from the grant disbursement. Applicants must comply with guidelines for awarding and administering subgrants as stated in 44 CFR Section 13.37.

C.3 Duplication of Programs

FEMA will not provide assistance for activities for which it determines the primary or more specific authority lies with another Federal agency or program. Other programs and authorities should be examined before applying for HMA funding. HMA funds are not intended to be used as a substitute for other available program authorities. Available program authorities include other FEMA programs (e.g., Individual Assistance and Public Assistance) and programs under other Federal agencies, such as the U.S. Environmental Protection Agency, U.S. Army Corps of Engineers, and the Natural Resources Conservation Service. FEMA may disallow or recoup amounts that duplicate other authorities.

For additional information about Duplication of Programs for wildfire mitigation projects, see Addendum, Part B.2.

C.4 Duplication of Benefits

HMA funds cannot duplicate funds received by or available to Applicants or subapplicants from other sources for the same purpose. Examples of other sources include insurance claims, other assistance programs (including previous project or planning grants and subgrants from HMA programs), legal awards, or other benefits associated with properties or damage that are subject of litigation.

Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual Applicant, HMA does not require that property owners seek assistance from other sources (with the exception of insurance). However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property.

DUPLICATION OF BENEFITS

DOB is used to describe assistance that is from more than one source and that is used for the same purpose or activity. The purpose may apply to the entire project or only part of it.

DOB may apply when assistance for the same purpose:

- Has been received
- Will be received
- Is reasonably available from another source, such as insurance or legal settlements due to the property owners

Where the property owner has an insurance policy covering any loss to the property that relates to the proposed HMA project, the means are available for receiving compensation for a loss or, in the case of ICC, assistance toward a mitigation project. FEMA will generally require that the property owner file a claim prior to the receipt of HMA funds.

Information regarding other assistance received by properties in HMA projects may be shared under 5 U.S.C. 552a (b) of the Privacy Act of 1974. Uses may include sharing with custodians of property records, such as other Federal or other governmental agencies, insurance companies, or any public or private entity, for the purposes of ensuring that the property has not received money that is duplicative of any possible HMA grants received. When obtaining information from property owners about other sources of assistance, a Privacy Act statement must be distributed to each owner. For more information about the process of verifying potential duplication, access the HMA Tool for Identifying Duplication of Benefits at <http://www.fema.gov/library/viewRecord.do?id=6815> and for a copy of the Privacy Act statement (see Appendix F of that document).

For additional information on DOB for property acquisition and structure demolition or relocation projects, see Addendum Part A.11.4.

D. General Program Requirements

D.1 Eligible Activities

To be eligible, activities must meet all requirements referenced in this guidance. Eligible activities for HMA fall into the following categories:

- ◆ Mitigation projects (all HMA programs);
- ◆ Hazard mitigation planning (all HMA programs); and
- ◆ Management costs (all HMA programs).

[Table 3](#) summarizes eligible activities that may be funded by the HMA programs. Detailed descriptions of these activities follow the table in [Part IV, D.1.1](#), [D.1.2](#), and [D.1.3](#).

The following activities are not eligible as stand-alone activities but are eligible when included as a functional component of eligible mitigation activities:

- ◆ For the **PDM Program**, generators and/or related equipment purchases (e.g., generator hook-ups), when the generator directly relates to the hazards being mitigated and is part of a larger project;
- ◆ Real property or easements purchases required for the completion of an eligible mitigation project; and
- ◆ Studies that are integral to the development and implementation of mitigation project, including hydrologic and hydraulic, engineering, or drainage studies.

Table 3: Eligible Activities by Program

Eligible Activities	HMGP	PDM	FMA
1. Mitigation Projects	√	√	√
Property Acquisition and Structure Demolition	√	√	√
Property Acquisition and Structure Relocation	√	√	√
Structure Elevation	√	√	√
Mitigation Reconstruction			√
Dry Floodproofing of Historic Residential Structures	√	√	√
Dry Floodproofing of Non-residential Structures	√	√	√
Minor Localized Flood Reduction Projects	√	√	√
Structural Retrofitting of Existing Buildings	√	√	
Non-structural Retrofitting of Existing Buildings and Facilities	√	√	√
Safe Room Construction	√	√	
Wind Retrofit for One- and Two-Family Residences	√	√	
Infrastructure Retrofit	√	√	√
Soil Stabilization	√	√	√
Wildfire Mitigation	√	√	
Post-Disaster Code Enforcement	√		
Generators	√	√	
5 Percent Initiative Projects	√		
Advance Assistance	√		
2. Hazard Mitigation Planning	√	√	√
3. Management Costs	√	√	√

Additional information regarding eligible projects for HMGP is included in [Part IX, A.8](#) and [A.9](#); and for FMA, see [Part IX, C.1](#).

Costs for eligible activities must be reasonable, allowable, allocable, and necessary as required by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments, 44 CFR Section 13.22, applicable program regulations, and this guidance.

D.1.1 Mitigation Projects

This section briefly describes the mitigation projects eligible under one or more of the three HMA programs. [Table 3](#) summarizes the eligibility of the following project types for each program:

- ◆ **Property Acquisition and Structure Demolition** – The voluntary acquisition of an existing at-risk structure and, typically, the underlying land, and conversion of the land to

open space through the demolition of the structure. The property must be deed-restricted in perpetuity to open space uses to restore and/or conserve the natural floodplain functions. For property acquisition and structure demolition projects, see Addendum, Part A.

- ◆ **Property Acquisition and Structure Relocation** – The voluntary physical relocation of an existing structure to an area outside of a hazard-prone area, such as the Special Flood Hazard Area (SFHA) or a regulatory erosion zone and, typically, the acquisition of the underlying land. Relocation must conform to all applicable State and local regulations. The property must be deed-restricted in perpetuity to open space uses to restore and/or conserve the natural floodplain functions. For property acquisition and structure relocation projects, see Addendum, Part A.
- ◆ **Structure Elevation** – Physically raising and/or retrofitting an existing structure to the Base Flood Elevation (BFE) or higher if required by FEMA or local ordinance. Elevation may be achieved through a variety of methods, including elevating on continuous foundation walls; elevating on open foundations, such as piles, piers, posts, or columns; and elevating on fill. Foundations must be designed to properly address all loads and be appropriately connected to the floor structure above, and utilities must be properly elevated as well. FEMA encourages Applicants and subapplicants to design all structure elevation projects in accordance with the American Society of Civil Engineers/Structural Engineering Institute (ASCE/SEI) 24-05, *Flood Resistant Design and Construction*. For additional information about structure elevation projects, see Addendum, Part E.
- ◆ **Mitigation Reconstruction** – The construction of an improved, elevated building on the same site where an existing building and/or foundation has been partially or completely demolished or destroyed. Mitigation reconstruction is only permitted for structures outside of the regulatory floodway or coastal high hazard area (Zone V) as identified by the existing best available flood hazard data. Activities that result in the construction of new living space at or above the BFE will only be considered when consistent with the mitigation reconstruction requirements.
- ◆ **Dry Floodproofing** – Techniques applied to keep structures dry by sealing the structure to keep floodwaters out. For all dry floodproofing activities, FEMA encourages Applicants and subapplicants to design all dry floodproofing projects in accordance with ASCE/SEI 24-05.
 - **Dry Floodproofing of Historic Residential Structures** is permissible only when other techniques that would mitigate to the BFE would cause the structure to lose its status as a Historic Structure, as defined in 44 CFR Section 59.1.
 - **Dry Floodproofing of Non-residential Structures** must be performed in accordance with NFIP Technical Bulletin (TB) 3-93, *Non-Residential Floodproofing*—

Requirements and Certification, and the requirements pertaining to dry floodproofing of non-residential structures found in 44 CFR Sections 60.3(b)(5) and (c)(4).

- ◆ **Generators** – Generators are emergency equipment that provide a secondary source of power. Generators and related equipment (e.g., hook-ups) are eligible provided that they are cost-effective, contribute to a long-term solution to the problem they are intended to address, and meet other program eligibility criteria.

- **PDM Program:** Generators and/or related equipment purchases (e.g., generator hook-ups) are eligible when the generator directly relates to the hazards being mitigated and is part of a larger project.
- **HMGP:** A permanently installed generator that is a stand-alone project can be considered under regular HMGP funding if the generator protects a critical facility. Critical facilities may include police and fire stations, hospitals, and water and sewer treatment facilities. A generator that is a component of a larger project (e.g., elevation of a lift station) can also be funded under regular HMGP funding and the use of aggregation is permitted. Portable generators are eligible provided that they meet all HMGP requirements as described in 44 CFR Section 206.434. Stand-alone generator projects that cannot be determined cost-effective via standard HMA benefit-cost methodology may be eligible under the 5 Percent Initiative. See [Part IX, A.10](#) for additional information about the 5 Percent Initiative.

GENERATORS

- Stand-alone generators and related equipment (e.g., generator hook-ups) are eligible under the 5 Percent Initiative.
- Stand-alone generators (including related equipment) are eligible for regular HMGP funding if the generator protects a critical facility and meets all other program eligibility criteria.
- Generators (including related equipment) that constitute a functional portion of an otherwise eligible mitigation measure are eligible for HMGP and PDM Program funding.
- Portable generators are eligible for HMGP regular funding and the 5 Percent Initiative if they meet all HMGP requirements as described in 44 CFR Section 206.434.

For additional information on generators please see the Frequently Asked Questions for Generators in [Part X, Appendix G](#).

HMA funds are not available as a substitute for emergency, temporary, or partial solutions under the Stafford Act Section 403, Essential Assistance (42 U.S.C. 5170b) and/or the Stafford Act, Title VI Emergency Preparedness (42 U.S.C. 5195).

- ◆ **Minor Localized Flood Reduction Projects** – Projects to lessen the frequency or severity of flooding and decrease predicted flood damages, such as the installation or modification of culverts, and stormwater management activities, such as creating retention and detention basins. These projects must not duplicate the flood prevention activities of other Federal agencies and may not constitute a section of a larger flood control system.

-
- Under the FMA program, minor localized flood reduction projects should benefit NFIP-insured properties. Projects will be prioritized based on the number of NFIP insured properties included in the project. Projects that do not include NFIP-insured properties will not be considered for funding. Documentation must be provided in the subapplication to verify the NFIP insurance requirement, which includes flood insurance policy and property locator numbers as appropriate.
 - ◆ **Structural Retrofitting of Existing Buildings** – Modifications to the structural elements of a building to reduce or eliminate the risk of future damage and to protect inhabitants. The structural elements of a building that are essential to protect to prevent damage include foundations, load-bearing walls, beams, columns, building envelope, structural floors and roofs, and the connections between these elements.
 - ◆ **Non-structural Retrofitting of Existing Buildings and Facilities** – Modifications to the non-structural elements of a building or facility to reduce or eliminate the risk of future damage and to protect inhabitants. Non-structural retrofits may include bracing of building contents to prevent earthquake damage or the elevation of utilities.
 - ◆ **Safe Room Construction** – Safe room construction projects are designed to provide immediate life-safety protection for people in public and private structures from tornado and severe wind events, including hurricanes. For HMA, the term “safe room” only applies to extreme wind (combined tornado and hurricane) residential, non-residential, and community safe rooms; tornado community safe rooms; and hurricane community safe rooms. This type of project includes retrofits of existing facilities or new safe room construction projects, and applies to both single and dual-use facilities. For additional information, see Addendum, Part C.
 - ◆ **Wind retrofit projects** – Wind retrofit projects of one and two-family residential buildings must be designed in conformance with the design criteria found in the *Wind Retrofit Guide for Residential Buildings* (FEMA P-804) published December 2010. This document is available in the FEMA Library at <http://www.fema.gov/library/viewRecord.do?id=4569>.
 - ◆ **Infrastructure Retrofit** – Measures to reduce risk to existing utility systems, roads, and bridges.
 - ◆ **Soil Stabilization** – Projects to reduce risk to structures or infrastructure from erosion and landslides, including installing geotextiles, stabilizing sod, installing vegetative buffer strips, preserving mature vegetation, decreasing slope angles, and stabilizing with rip rap and other means of slope anchoring. These projects must not duplicate the activities of other Federal agencies.
 - ◆ **Wildfire Mitigation** – Projects to mitigate at-risk structures and associated loss of life from the threat of future wildfire through:

-
- **Defensible Space for Wildfire** – Projects creating perimeters around homes, structures, and critical facilities through the removal or reduction of flammable vegetation. For additional information, see Addendum, Part B.3.1.
 - **Application of Ignition-resistant Construction** – Projects that apply ignition-resistant techniques and/or non-combustible materials on new and existing homes, structures, and critical facilities. For additional information, see Addendum, Part B.3.2.
 - **Hazardous Fuels Reduction** – Projects that remove vegetative fuels proximate to at-risk structures that, if ignited, pose significant threat to human life and property, especially critical facilities. For additional information, see Addendum, Part B.3.3.
 - ◆ **Post-Disaster Code Enforcement** – Projects designed to support the post-disaster rebuilding effort by ensuring that sufficient expertise is on hand to ensure appropriate codes and standards, including NFIP local ordinance requirements, are used and enforced. For additional information, see [Part IX, A.8](#).
 - ◆ **Advance Assistance** – Section 1104 of the SRIA authorizes the use of Advance Assistance to accelerate the implementation of the Hazard Mitigation Grant Program (HMGP). Applicants may use Advance Assistance to develop mitigation strategies and obtain data to prioritize, select and develop complete HMGP applications in a timely manner. See [Part IX, A.9](#) for additional information on Advance Assistance.
 - ◆ **5 Percent Initiative Projects** – These projects, which are only available pursuant to an HMGP disaster, provide an opportunity to fund mitigation actions that are consistent with the goals and objectives of the State or Indian Tribal (Standard or Enhanced) and local mitigation plans and meet all HMGP program requirements, but for which it may be difficult to conduct a standard Benefit-Cost Analysis (BCA) to prove cost-effectiveness. For additional information, see [Part IX, A.10](#).

D.1.2 Hazard Mitigation Planning

Mitigation plans are the foundation for effective hazard mitigation. A mitigation plan is a demonstration of the commitment to reduce risks from natural hazards and serves as a strategic guide for decision-makers as they commit resources.

The mitigation planning process includes hazard identification and risk assessment leading to the development of a comprehensive mitigation strategy for reducing risks to life and property. The mitigation strategy section of the plan identifies a range of specific mitigation actions and projects being considered to reduce risks to new and existing buildings and infrastructure. This section includes an action plan describing how identified mitigation activities will be prioritized, implemented, and administered.

MITIGATION PLANNING-RELATED ACTIVITIES

Planning activities can include assessing risk and updating the mitigation strategy to reflect current disaster recovery goals.

Planning activities funded under HMA are designed to develop State, Indian Tribal, and local mitigation plans that meet the planning requirements outlined in 44 CFR Part 201. A mitigation planning subgrant award must result in a mitigation plan adopted by the jurisdiction(s) and approved by FEMA or it must result in a planning related activity approved by FEMA (e.g., incorporating new data into the Risk Assessment, or updating the Mitigation Strategy to reflect current disaster recovery goals) consistent with the requirements in 44 CFR Parts 201 and 206.

For **FMA**, funds shall only be used to support the flood hazard portion of State, Indian Tribal, or local mitigation plans to meet the criteria specified in 44 CFR Part 201. Funds are only available to support these activities in communities participating in the NFIP.

For links to mitigation planning and risk assessment resources, see [Part X, C.2](#).

D.1.2.1 Eligible Hazard Mitigation Planning-Related Activities

Eligible activities include but are not limited to:

- ◆ Update or enhance sections of the current FEMA-approved mitigation plan, such as:
 - Risk and vulnerability assessment based on new information, including supporting studies, such as economic analyses;
 - Mitigation strategy, specifically strengthening the linkage to mitigation action implementation, with emphasis on available HMA project grant funding; or
 - Incorporate climate adaptation, green building, or smart growth principles into the risk assessment and/or mitigation strategy.
- ◆ Integrate information from mitigation plans, specifically risk assessment or mitigation strategies, with other planning efforts, such as:
 - Disaster recovery strategy (pre- or post), preparedness, or response plans;
 - Comprehensive (e.g., land use, master) plans;
 - Capital improvement or economic development plans;
 - Resource management / conservation plans (i.e., storm water, open space); or
 - Other long-term community planning initiatives (i.e., transportation or housing).
- ◆ Building capability through delivery of technical assistance and training.
- ◆ Evaluation of adoption and/or implementation of ordinances that reduce risk and/or increase resilience.

D.1.2.2 Ineligible Hazard Mitigation Planning-Related Activities

The following is a list of activities considered ineligible as “stand alone” planning-related activities:

-
- ◆ Hazard identification or mapping and related equipment for the implementation of mitigation activities (eligible under 5 Percent Initiative);
 - ◆ Geographic Information System (GIS) software, hardware, and data acquisition whose primary aim is mitigation (eligible under 5 Percent Initiative);
 - ◆ Public awareness or education campaigns about mitigation (eligible under 5 Percent Initiative);
 - ◆ Project scoping or development (also referred to as “project planning”), such as BCA, engineering feasibility studies, application development, construction design, or EHP data collection; and
 - ◆ Activities not resulting in a clearly defined product or product(s).

D.1.3 Management Costs

Management costs are any indirect costs and administrative expenses that are reasonably incurred by a Grantee or subgrantee in administering a grant or subgrant award.

Eligible Applicant or subapplicant management cost activities may include:

- ◆ Solicitation, review, and processing of subapplications and subgrant awards;
- ◆ Subapplication development and technical assistance to subapplicants regarding feasibility and effectiveness, BCA, and EHP documentation;
- ◆ Geocoding mitigation projects identified for further review by FEMA;
- ◆ Delivery of technical assistance (e.g., plan reviews, planning workshops, training) to support the implementation of mitigation activities;
- ◆ Managing grants (e.g., quarterly reporting, closeout);
- ◆ Technical monitoring (e.g., site visits, technical meetings);
- ◆ Purchase of equipment, per diem and travel expenses, and professional development that is directly related to the implementation of HMA programs; and
- ◆ Staff salary costs directly related to performing the activities listed above.

Management costs are only awarded in conjunction with project or planning grants and subgrants. For more information regarding management costs for HMGP, see [Part IX, A.4](#). For the **PDM Program and FMA**, FEMA may provide up to 25 percent of the Applicant’s anticipated management costs, upon the award and final approval of the first subgrant. The remaining management costs will be obligated as additional subgrants are awarded.

D.2 Ineligible Activities

The following list provides examples of activities that are not eligible for HMA funding:

- ◆ Projects that do not reduce the risk to people, structures, or infrastructure;
- ◆ Projects that are dependent on a contingent action in order to be effective and/or feasible (i.e., not a stand-alone mitigation project that solves a problem independently or constitutes a functional portion of a solution);
- ◆ Projects with the sole purpose of open space acquisition of unimproved land;
- ◆ Projects for which actual physical work such as groundbreaking, demolition, or construction of a raised foundation has occurred prior to award or final approval. Projects for which demolition and debris removal related to structures proposed for acquisition or mitigation reconstruction has already occurred may be eligible when such activities were initiated or completed under the FEMA Public Assistance program to alleviate a health or safety hazard as a result of a disaster;
- ◆ Projects that involve land that is contaminated with hazardous waste;
- ◆ Projects for preparedness activities or temporary measures (e.g., sandbags, bladders, geotubes);
- ◆ Projects that create revolving loan funds;
- ◆ Activities required as a result of negligence or intentional actions, or those intended to remedy a code violation, or the reimbursement of legal obligations such as those imposed by a legal settlement, court order, or State law;
- ◆ FEMA may, at its discretion, choose not to fund projects subject to ongoing litigation if such litigation may affect eligibility of the project or may substantially delay implementation of the project;
- ◆ All projects located in a CBRS Unit or in OPAs, other than property acquisition and structure demolition or relocation projects for open space under HMA. For details on property acquisition and structure demolition or relocation projects for open space within a CBRS Unit or OPAs see Addendum, Part A.2;
- ◆ Activities on Federal lands or associated with facilities owned by another Federal entity;
- ◆ Major flood control projects related to the construction, demolition, or repair of dams, dikes, levees, floodwalls, seawalls, groins, jetties, breakwaters, and erosion projects related to beach nourishment or re-nourishment;
- ◆ Projects for hazardous fuels reduction in excess of 2 miles from structures;
- ◆ Projects that address unmet needs from a disaster that are not related to mitigation;

-
- ◆ Retrofitting facilities primarily used for religious purposes, such as places of worship (or other projects that solely benefit religious organizations). However, a place of worship may be included in a property acquisition and structure demolition or relocation project provided that the project benefits the entire community, such as when the whole neighborhood or community is being removed from the hazard area;
 - ◆ Activities that only address manmade hazards;
 - ◆ Projects that address, without an increase in the level of protection, operation, deferred or future maintenance, repairs, or replacement of existing structures, facilities, or infrastructure (e.g., dredging, debris removal, replacement of obsolete utility systems, bridges, and facility repair/rehabilitation);
 - ◆ Projects for the purpose of:
 - Landscaping for ornamentation (e.g., trees, shrubs);
 - Site remediation of hazardous materials (with the exception eligible activities, such as the abatement of asbestos and/or lead-based paint and the removal of household hazardous wastes to an approved landfill);
 - Water quality infrastructure;
 - Projects that primarily address ecological or agricultural issues;
 - Forest management;
 - Prescribed burning or clear-cutting;
 - Creation and maintenance of fire breaks, access roads, or staging areas;
 - Irrigation systems;
 - ◆ Studies not directly related to the design and implementation of a proposed mitigation project; and
 - ◆ Preparedness measures and response equipment (e.g., response training, electronic evacuation road signs, interoperable communications equipment).

All projects must also comply with any additional project-specific guidance provided in the Addendum.

D.3 Cost-effectiveness

Mitigation program authorizing statutes (Flood Mitigation Assistance at 42 U.S.C. 4104c, Pre-Disaster Hazard Mitigation at 42 U.S.C. 5133, and Hazard Mitigation at 42 U.S.C. 5170c) require that FEMA provide funding for mitigation measures that are cost-effective or are in the interest of the NFIF. FEMA has specified minimum project criteria via regulation (44 CFR Part 79 and 44 CFR Section 206.434), including that Applicants must demonstrate mitigation projects are cost-effective. The determination of cost-effectiveness is performed in a variety of ways. It

is typically demonstrated by the calculation of a BCR, dividing total annualized project benefits by total annualized project cost. Projects where benefits exceed costs are generally considered cost-effective (see [Part V, I](#) and [Part VI, A.2](#) for additional information).

D.4 Feasibility and Effectiveness

Mitigation projects funded by HMA must be both feasible and effective at mitigating the risks of the hazard(s) for which the project was designed. A project's feasibility is demonstrated through conformance with accepted engineering practices, established codes, standards, modeling techniques, or best practices. Effective mitigation measures funded under HMA provide a long-term or permanent solution to a risk from a natural hazard.

For additional information about the feasibility and effectiveness requirement for mitigation reconstruction projects, see the Addendum, Part D.3; for additional feasibility and effectiveness resources, see [Part X, C.5](#).

D.5 Hazard Mitigation Plan Requirement

In accordance with 44 CFR Part 201, all Applicants for the **PDM Program** and **FMA** must have a FEMA-approved State or Tribal (Standard or Enhanced) Mitigation Plan by the application deadline and at the time of obligation of the grant funds. The only exception is for a subapplication for a State or Indian Tribal (Standard or Enhanced) Mitigation Plan. In addition, all subapplicants for the **PDM Program** and **FMA** mitigation projects must have a FEMA-approved local or Indian Tribal mitigation plan by the application deadline and at the time of obligation of grant funds. There is no local or Indian Tribal mitigation plan requirement for any HMA program for a planning subgrant.

EXTRAORDINARY CIRCUMSTANCES EXCEPTION

- **For HMGP** project subgrants, the Regional Administrator may grant an exception to a local or Indian Tribal mitigation plan requirement in extraordinary circumstances when justification is provided.
- **For the PDM Program and FMA** project subgrants, the Region may apply extraordinary circumstances when justification is provided and with concurrence from FEMA Headquarters (Risk Reduction and Risk Analysis Divisions) before granting an exception.

Applicants for **HMGP** funding must have a FEMA-approved State or Indian Tribal (Standard or Enhanced) Mitigation Plan at the time of the disaster declaration and at the time HMGP funding is obligated to the Grantee to receive an HMGP award. For **HMGP** project subgrants, the Regional Administrator may grant an exception to the local or Indian Tribal mitigation plan requirement in extraordinary circumstances, when justification is provided. If this exception is granted, a local or Indian Tribal mitigation plan must be approved by FEMA within 12 months of the award of the project subgrant to that community.

For **PDM** and **FMA** project subgrants, the Region may apply extraordinary circumstances when justification is provided and with concurrence from FEMA Headquarters (Risk Reduction and Risk Analysis Divisions) prior to granting an exception. If this exception is granted, a local or Indian Tribal mitigation plan must be approved by FEMA within 12 months of the award of the project subgrant to that community.

For **HMGP**, the **PDM Program**, and **FMA**, extraordinary circumstances exist when a determination is made by the Applicant and FEMA that the proposed project is consistent with the priorities and strategies identified in the State or Indian Tribal (Standard or Enhanced) Mitigation Plan and that the jurisdiction meets at least one of the criteria below. If the jurisdiction does not meet at least one of the following criteria, the Region must coordinate with FEMA Headquarters (Risk Reduction and Risk Analysis Divisions) for **HMGP** and coordinate and seek concurrence prior to granting an exception for the **PDM Program** and **FMA**:

- ◆ The jurisdiction meets the small impoverished community criteria (see [Part IX, B.2](#));
- ◆ The jurisdiction has been determined to have had insufficient capacity due to lack of available funding, staffing, or other necessary expertise to satisfy the mitigation planning requirement prior to the current disaster or application deadline;
- ◆ The jurisdiction has been determined to have been at low risk from hazards due to low frequency of occurrence or minimal damages from previous occurrences due to sparse development;
- ◆ The jurisdiction experienced significant disruption from a declared disaster or another event that impacts its ability to complete the mitigation planning process prior to award or final approval of a project grant; and
- ◆ The jurisdiction does not have a mitigation plan for reasons beyond the control of the State, Indian Tribal or local community, such as Disaster Relief Fund (DRF) restrictions that delay FEMA from awarding project grants prior to the expiration of the local or Indian Tribal mitigation plan.

For **HMGP**, the **PDM Program**, and **FMA**, the Applicant must provide written justification that identifies the specific criteria from above or circumstance, explain why there is no longer an impediment to satisfying the mitigation planning requirement, and identify the specific actions or circumstances that eliminated the deficiency.

In determining whether to grant the exception, FEMA takes into consideration factors including whether an Applicant has prioritized its authorized HMA project assistance for use in those communities with an approved local or Indian Tribal mitigation plan, whether there are additional project funds available for award to a jurisdiction that does not have an approved local or Indian Tribal mitigation plan, and whether an Applicant has placed higher priority for grant funding on communities with higher risks. In all cases, a local or Indian Tribal mitigation plan must be completed and approved by FEMA within 12 months of the award. If a local or Indian

Tribal mitigation plan is not approved by FEMA within this timeline, the project subgrant will be terminated and any costs incurred after the notice of the subgrant's termination will not be reimbursed by FEMA.

When an HMGP project subgrant is awarded under extraordinary circumstances, the Grantee shall acknowledge in writing to the Regional Administrator that a plan will be completed within 12 months of the award of the project grant. The Grantee must provide a work plan for completing the local or tribal mitigation plan, including milestones and a timetable, to ensure that the jurisdiction will complete the plan in the required time. This requirement shall be incorporated into the grant award (both the planning and project subgrant agreements, if a planning subgrant is also awarded).

D.5.1 Indian Tribal Government Hazard Mitigation Plan Requirement

Indian Tribal governments with an approved Indian Tribal mitigation plan in accordance with 44 CFR Section 201.7 may apply for assistance from FEMA as a Grantee. In addition, if an Indian Tribal government with an approved Indian Tribal mitigation plan in accordance with 44 CFR Section 201.7 coordinates the review of their Indian Tribal mitigation plan with the State or another Indian Tribal government, it has the option to apply as a subapplicant through that State or Indian Tribal government, except as prohibited by State law.

D.5.2 Conformance with Hazard Mitigation Plans

Projects submitted for consideration for HMA funding must be consistent with the goals and objectives identified in the current, FEMA-approved State or Indian Tribal (Standard or Enhanced) Mitigation Plan and local or Indian Tribal mitigation plan for the jurisdiction in which the activity is located.

D.6 Environmental Planning and Historic Preservation Requirement

HMA programs, and grants awarded pursuant to these programs, must conform to 44 CFR Parts 9 and 10, and with all applicable EHP laws, implementing regulations, and EOs, such as the NEPA, the National Historic Preservation Act (NHPA), the Endangered Species Act (ESA), EO 11988 (*Floodplain Management*), EO 11990 (*Protection of Wetlands*), and EO 12898 (*Environmental Justice*). EHP requirements ensure appropriate consideration of reasonable alternatives, taking the project's impacts to the human environment into account in the decision-making process. The project, when completed, must comply with all applicable environmental laws and regulations as a condition of grant eligibility.

FEMA reviews the completeness of the responses to the questions in the EHP review section of the project subapplication and supporting documentation. For HMA project subapplications that do not include the required information for each property identified in the subapplication, there

may be a delay in identifying outstanding EHP compliance measures. Lack of the required information by the application deadline may prohibit FEMA from awarding a grant or subgrant.

FEMA has developed guidance to assist in completing the EHP information section of a project subapplication, including an eLearning Tool, online training, and information about historic preservation. For links to these EHP resources, see [Part X, C.5](#).

D.6.1 Floodplain Management and Protection of Wetlands

As noted in [Part IV D.6](#), all activities funded by HMA programs must conform to 44 CFR Part 9. Activities involving development will only be eligible for a grant if the Applicant demonstrates that there is no practicable alternative to such development in accordance with 44 CFR Section 9.9. In addition, **HMGP** funds cannot be used to fund new construction or Substantial Improvement in a floodway or new construction in a coastal high hazard zone. However, the costs to elevate or floodproof a damaged structure or facility are not included in determining whether the Substantial Improvement threshold is triggered.

For additional information see 44 CFR Section 9.11(d).

D.7 National Flood Insurance Program Eligibility Requirements

HMA eligibility is related to the NFIP as follows:

- ◆ **Subapplicant eligibility:** All subapplicants for **FMA** must currently be participating in the NFIP, and not withdrawn or suspended, to be eligible to apply for grant funds. Certain non-participating political subdivisions (i.e., regional flood control districts or county governments) may apply and act as subgrantees on behalf of the NFIP-participating community in areas where the political subdivision provides zoning and building code enforcement or planning and community development professional services for that community;
- ◆ **Project eligibility: HMGP and PDM** mitigation project subapplications for projects sited within an SFHA are eligible only if the jurisdiction in which the project is located is participating in the NFIP. There is no NFIP participation requirement for HMGP and PDM project subapplications for projects located outside of the SFHA;
- ◆ **Hazard mitigation planning eligibility:** There are no NFIP participation requirements for **HMGP** and **PDM** hazard mitigation planning subapplications; and
- ◆ **Property eligibility:** Properties included in a project subapplication for **FMA** funding must be NFIP insured at the time of the application submittal. Flood insurance must be maintained for the life of the structure.

D.7.1 Special Flood Hazard Area Requirements

For structures that remain in the SFHA after the implementation of the mitigation project, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less. The maximum limit of coverage made available is defined as the replacement cost value of the structure up to \$250,000 for residential and \$500,000 for non-residential. Insurance coverage on the property must be maintained during the life of the property regardless of transfer of ownership of such property.

The subgrantee (or property owner) must legally record, with the county or appropriate jurisdiction's land records, a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance.

Applicants/subapplicants receiving assistance for projects sited in an SFHA must ensure that these requirements are met by requesting that the participating property owner(s) sign an *Acknowledgement of Conditions for Mitigation of Property in an SFHA with FEMA Grant Funds* form and providing the form to FEMA prior to award or final approval. This form is available on the FEMA Web site at <http://www.fema.gov/library/viewRecord.do?id=3592>, or from the appropriate FEMA Regional Office (for Regional Office information, see [Part VIII](#)). Properties that do not meet these requirements will not be eligible to receive assistance under the HMA programs.

If an approved HMA project affects the accuracy of the applicable Flood Insurance Rate Map (FIRM), the subgrantee is responsible for ensuring that appropriate map amendments or revisions are made. Costs associated with map amendments may be identified in the cost estimate section of a subgrant application.

D.8 Statutory, Regulatory, and Other Requirements

Mitigation activities must adhere to all relevant statutes, regulations, and requirements, including:

- ◆ Sections 203 (PDM Program) and 404 (HMGP) of the Stafford Act;

-
- ◆ Section 1366 (FMA) of the NFIA;
 - ◆ Section 322 of the Stafford Act (Mitigation Planning);
 - ◆ Section 324 of the Stafford Act (Management Costs);
 - ◆ NHPA;
 - ◆ NEPA;
 - ◆ Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
 - ◆ Floodplain Management and Protection of Wetlands (44 CFR Part 9);
 - ◆ Environmental Considerations (44 CFR Part 10, NEPA, and ESA);
 - ◆ Coastal Barriers Resources Act (CBRA; 44 CFR Part 206, Subpart J);
 - ◆ Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (44 CFR Part 13);
 - ◆ Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations (2 CFR Part 215);
 - ◆ Floodplain Management (44 CFR Part 60);
 - ◆ Flood Mitigation Grants (44 CFR Part 79);
 - ◆ Property Acquisition and Relocation for Open Space (44 CFR Part 80);
 - ◆ Hazard Mitigation Planning (44 CFR Part 201);
 - ◆ Hazard Mitigation Grant Program (44 CFR Part 206, Subpart N);
 - ◆ Management Costs (44 CFR Part 207);
 - ◆ Cost Principles for Educational Institutions (2 CFR Part 220, OMB Circular A-21); Cost Principles for State, Local, and Indian Tribal Governments (2 CFR Part 225, OMB Circular A-87); Cost Principles for Nonprofit Organizations (2 CFR Part 230, OMB Circular A-122);
 - ◆ OMB Circular A-94, *Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs*;
 - ◆ OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*;
 - ◆ Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations; and
 - ◆ Other applicable Federal, State, Indian Tribal, and local laws, implementing regulations, and EOs (e.g., EO 11988, EO 11990).

PART V. APPLICATION AND SUBMISSION INFORMATION

Part V provides guidance on developing HMA applications or subapplications, and on related funding restrictions.

A. Address to Request Application Package

Applications for **HMGP** are processed through the National Emergency Management Information System (NEMIS). Applicants may use the Application Development Module of NEMIS to create project applications and submit them to the appropriate FEMA Region in digital format for the relevant disaster. For NEMIS Helpdesk resources, see [Part X C.6](#).

Applications for the **PDM Program** and **FMA** are processed through the *eGrants* system. The *eGrants* system encompasses the entire grant application process and provides the means to electronically create, review, and submit a grant application to FEMA via the Internet. Applicants and subapplicants can access *eGrants* at <https://portal.fema.gov/famsVuWeb/home>.

The FEMA Technical Service desk phone number is 1 (877) 611-4700. For additional *eGrants* resources, see [Part X C.6](#).

For more information about using NEMIS or *eGrants*, contact the appropriate FEMA Regional Office (see [Part VIII](#)).

B. Content and Form of Application

For **HMGP**, subapplication packages are available from eligible Applicants following Presidential major disaster declarations. The Applicant selects and prioritizes subapplications and submits them to FEMA. Applicants must submit an SF-424, Application for Federal Assistance, before HMGP funding can be obligated. The Applicant submits the subapplications both in digital format via NEMIS and in hard copy format.

Applications and subapplications for the **PDM Program** and **FMA** are submitted via the *eGrants* system. If a subapplicant does not use the *eGrants* system, the Applicant must enter the paper subapplication(s) into the *eGrants* system on the subapplicant's behalf. Blank applications that conform to the *eGrants* format are available for printing from the *eGrants* system and the FEMA Web site. Supporting documentation that cannot be electronically attached to the *eGrants* application (e.g., engineering drawings, photographs, and maps) must be submitted to the appropriate FEMA Regional Office. The entire application, including all paper documentation, must be received by the appropriate FEMA Regional Office no later than the application deadline.

C. Submission Dates and Times

HMGP submittal deadlines for applications are established based on the disaster declaration date. For submission of an application for HMGP, see [Part IX, A.1](#) and [A.6](#).

Completed applications for the **PDM Program** and **FMA** must be submitted to FEMA through eGrants. Application submission due dates and times are posted to the HMA Web site at <https://www.fema.gov/hazard-mitigation-assistance>. Subapplicants should consult the official designated point of contact (POC) for their Applicant for more information regarding the application process. For more information on FEMA and Applicant contacts, see [Part VIII](#). For additional information on HMA application cycles either contact FEMA or go to <http://www.grants.gov/>.

D. Intergovernmental Review

It may be necessary to allow sufficient time for an intergovernmental review of an application as established by EOs 12372 and 12416 (*Intergovernmental Review of Federal Programs*). If an Applicant has chosen not to participate in the intergovernmental review process, the application may be sent directly to FEMA. Guidance on the intergovernmental review process, including the names and addresses of the single POCs as listed by OMB, is available at http://www.whitehouse.gov/omb/grants_spoc.

E. Funding Restrictions

HMA programs allow the funding of eligible costs for mitigation activities as outlined in [Part IV, D.1](#). Subapplications that propose a Federal expenditure in excess of the Federal funding limit will not be considered for an award. For each program, additional funding restrictions apply as described below.

E.1 HMGP Funding Restrictions

- ◆ Up to 7 percent of the Grantee's HMGP ceiling may be used for mitigation planning activities in compliance with 44 CFR Section 201.3(c)(4).
- ◆ Up to 5 percent of the Grantee's HMGP ceiling may be used for mitigation measures that are difficult to evaluate against traditional program cost-effectiveness criteria (i.e., the 5 Percent Initiative).
- ◆ For Presidential major disaster declarations for tornadoes and high winds, an additional 5 percent of the Grantee's HMGP ceiling may be used to fund hazard mitigation measures (e.g., warning systems) to address the unique hazards posed by tornadoes.

For more information on the 5 Percent Initiative and the additional 5 percent for tornadoes, see [Part IX, A.10](#).

E.2 PDM Program Funding Restrictions

- ◆ Up to \$800,000 Federal share may be requested in a subapplication for a planning grant to develop a new hazard mitigation plan.
- ◆ Up to \$300,000 Federal share may be requested in a subapplication for a planning grant to update a hazard mitigation plan.
- ◆ Up to \$3 million Federal share may be requested in a subapplication to implement a mitigation project.
- ◆ The cumulative Federal award for subapplications awarded during a single application cycle to any one Applicant shall not exceed 15 percent of the total appropriated PDM Program funds for that application cycle.

MAXIMUM AMOUNTS OF MITIGATION PLANNING GRANTS

Under the PDM Program, the maximum mitigation planning grant is \$800,000 for a new plan and \$300,000 for an update.

Under FMA, the maximum individual planning grant is \$50,000 for any Applicant and \$25,000 for any subapplicant.

E.3 FMA Funding Restrictions

- ◆ Individual planning grants using FMA funds shall not exceed \$50,000 to any Applicant or \$25,000 to any subapplicant. FMA funds can only be used for the flood hazard component of a hazard mitigation plan that meets the planning criteria outlined in 44 CFR Part 201.

E.4 Management Costs Funding Restrictions

For **all HMA** programs, indirect costs may be included as a part of the management cost estimate shown in the application or subapplication.

For **HMGP** only: The Grantee may request a flat percentage rate (4.89 percent) of the projected eligible program costs for management costs. The Grantee is responsible for determining the amount, if any, of funds that will be passed through to the subgrantee(s) for their management costs. For further information on HMGP management costs, see [Part IX, A.2.5](#) and [A.4](#).

Applicants for the **PDM Program** and **FMA** may apply for a maximum of 10 percent of the total funds requested in their grant application budget (Federal and non-Federal shares) for management costs to support the project and planning subapplications included as part of their grant application. Applicants requesting Applicant management costs must submit a separate Management Costs subapplication in eGrants. This subapplication must be included in the overall grant application or the request will not be considered. Applicants who are not awarded grants funds for project or planning activities will not receive reimbursement for the corresponding costs incurred in developing and submitting applications.

Subapplicants for the **PDM Program** and **FMA** may apply for a maximum of 5 percent of the total funds requested in a subapplication for management costs. Subapplicants requesting management costs must include them in the project or planning subapplication for consideration as separate activities in the Mitigation Activity section of *eGrants*. Subapplicants who are not awarded subgrants for project or planning activities will not receive reimbursement for the corresponding costs incurred in developing and submitting subapplications.

F. Other Submission Requirements

F.1 Application Consideration under Multiple HMA Programs

FEMA will only consider applications and subapplications submitted to a specific HMA program. If an applicant would like to have a subapplication considered under multiple HMA programs, the applicant must submit that subapplication to each HMA program separately.

F.2 Pre-Award Costs

Costs incurred after the HMA application period has opened, but prior to the date of the grant award or final approval, are identified as pre-award costs. For **HMGP**, the opening of the application period is the date when HMGP is authorized, which is generally the date of declaration. The opening of the application period for the **PDM Program** and **FMA** is established annually by FEMA.

Pre-award costs directly related to developing the application or subapplication may be funded through HMA as funds are available. Such costs may have been incurred, for example, to develop a BCA, to gather EHP data, for preparing design specifications, or for workshops or meetings related to development and submission of HMA applications and subapplications. Costs associated with implementation of the activity but incurred prior to grant award or final approval are not eligible (projects initiated or completed prior to grant award or full approval of the project are not eligible). To be eligible for HMA funding, pre-award costs must be identified as separate line items in the cost estimate of the subapplication. Applicants and subapplicants may identify such pre-award costs as their non-Federal cost share. Applicants and subapplicants who are not awarded grants or subgrants will not receive reimbursement for the corresponding pre-award costs.

G. Applicant Guidance

G.1 General Applicant Guidance

FEMA will not direct the Applicant on how to submit its applications. The Applicant may submit a single application representing all subapplications or they may submit multiple applications. When submitting multiple subapplications, they should be ranked in priority order.

Before forwarding subapplications to FEMA, Applicants also should review subapplications to document that:

- ◆ The subapplicant has documented its capacity to manage the subgrant funds;
- ◆ The subapplicant has documented its capacity to complete the mitigation activity in the time specified;
- ◆ Non-Federal cost-share funds are or will be available for the project;
- ◆ The maintenance requirements have been sufficiently identified, and the subapplicant or another authorized entity has accepted the maintenance responsibility;
- ◆ The underlying cost-effectiveness data are accurate and complete; and
- ◆ All program- and project-specific requirements have been met and are documented as appropriate.

If the subapplication is considered to be deficient, the Applicant may revise or augment the subapplication in consultation with the subapplicant. Applicants must certify that they have evaluated the activities included in each subapplication and that activities will be implemented in accordance with 44 CFR Part 13 and other applicable program or activity type requirements.

G.2 Minimum Eligibility and Completeness Criteria

FEMA will no longer accept incomplete and placeholder project applications. Incomplete applications or subapplications delay project approval because they do not contain sufficient information for FEMA to make program eligibility determinations. Applications and subapplications submitted to FEMA must meet the minimal eligibility and completeness criteria as there is no method to determine eligibility without these data.

These minimal eligibility criteria are required for all submittals including over-submittals and placeholder applications. Additional information may be requested during FEMA review. The following list is not all inclusive. For a more detailed checklist please see [Part X, Appendix E](#) for projects and [Part X, Appendix H](#) for plans.

MINIMUM ELIGIBILITY AND COMPLETENESS REQUIREMENTS

Applications and subapplications submitted to FEMA must meet the minimal eligibility and completeness criteria, as there is no method to determine eligibility without these data. For a detailed Eligibility and Completeness checklist please see [Part X, Appendix E](#) for projects and [Part X, Appendix H](#) for plans.

Unless otherwise noted, the following criteria apply to plans, management costs, and project subapplications and applications:

- ◆ Eligible Applicant;
- ◆ Meets all plan requirements per 44 CFR Parts 201 and 206;
- ◆ Provides a detailed SOW as described in [Part V, H](#);

-
- ◆ Provides a work schedule of 3 years or less;
 - ◆ If project is suitable for phased or incremental funding, the schedule reflects activities and timelines for each funding increment (**projects**);
 - ◆ Budget/Match Source;
 - A detailed cost estimate/budget is provided that supports the SOW;
 - ◆ Cost-effectiveness and Feasibility (**projects**);
 - Project includes a FEMA-approved BCA or FEMA-approved alternate cost-effectiveness documentation (see [Part V, I](#) for additional information);
 - The proposed activity is feasible and effective as demonstrated through conformance with accepted engineering practices, established codes, standards, modeling techniques, or best practices (see [Part V, J](#) for additional information);
 - ◆ EHP;
 - Project includes information and documentation to demonstrate conformance with all applicable laws and regulations (e.g., NEPA and State Historic Preservation Act);
 - Project demonstrates that it minimizes harm to the environment and is the best alternative from a range of options considered (see [Part V, K](#) for additional information); and
 - ◆ Assurances.

H. Scope of Work

The SOW identifies the eligible mitigation activity, as described in [Part IV, D.1](#); describes what will be accomplished; and explains how the mitigation activity will be implemented. The mitigation activity must be described in sufficient detail to verify the cost estimate. All activities for which funding is requested must be identified in the SOW prior to the close of the application period.

H.1 Project Scope of Work

The project subapplication SOW provides detailed information about the project, as well as applicable references and supporting documentation. The SOW includes:

- ◆ **Purpose of the project** – The intended outcome or objectives of the project;
- ◆ **Clear, concise description of the proposed project** – Proposed conceptual design, means of implementation of the project, and responsible party for implementation;
- ◆ **Identification of properties to be mitigated** – All properties to be mitigated must be identified, including additional, alternate properties that may be substituted should one or

more of the other properties be withdrawn for eligibility or other reasons. In order for alternate properties to be properly considered in the event of a substitution, the same level of information for the alternate properties is required as is provided for the proposed properties;

- ◆ **Outcomes** – Proposed project accomplishments, problem(s) that the project will solve, parties that will directly or indirectly benefit from the project, and ways that the risks of damage or harm will be reduced;
- ◆ **Special project components** – New technologies that will be used during project implementation and how they are expected to provide the necessary results, and necessary laboratory tests or field-testing;
- ◆ **Other projects** – Other projects that are currently being implemented or expected to be implemented that will affect the proposed project;
- ◆ **Extraordinary Circumstances** – If this exception is used, a plan must be completed within 12 months of the award of the project grant, per [Part IV, D.5](#) (Hazard Mitigation Plan Requirement); and
- ◆ **Latitude/Longitude and site photographs** – Subapplicants must identify the proposed project location on a map and provide the latitude/longitude and any relevant photographs including, but not limited to sides of the building, foundation, roof, both sides of the culvert, and the surrounding project area.

The required documentation depends upon the nature of the proposed project and may include: proposed schematics, drawings or sketches, photographs, maps, sections of hazard maps, a Flood Insurance Study, or a FIRM. Whenever possible, data used to document existing conditions must be obtained from recognized sources, such as Federal agencies, State agencies, and academic organizations. The references and/or supporting documentation from qualified and credible sources such as Professional Engineers or local government records should be included when using locally developed data. Deviations from standard procedures, methods, techniques, technical provisions of the applicable codes, or best practices must be thoroughly explained and documented. Subapplicants must identify the proposed project location on a map and provide any relevant photographs including, but not limited to, sides of the building, foundation, and roof (as appropriate).

H.2 Hazard Mitigation Planning Scope of Work

The hazard mitigation planning subapplication SOW must describe the development of a hazard mitigation plan or planning-related activity that is consistent with the requirements identified in 44 CFR Part 201.

For a hazard mitigation plan, the SOW must:

- ◆ Describe the proposed planning activity, including whether it will:

-
- Result in a new or updated hazard mitigation plan that complies with the requirements identified in 44 CFR Part 201; or
 - Enhance an existing mitigation plan through a planning related activity that is consistent with 44 CFR Part 201.
- ◆ Identify the jurisdiction(s) or tribe(s) that will participate in developing the plan or the planning-related activity and describe the jurisdictions;
 - ◆ Provide a statement on how the overall planning effort will be coordinated;
 - ◆ Describe the process for plan development or the planning-related activity, clearly demonstrating what applicable regulatory requirements will be met. Document in detail the activities the jurisdiction(s) will complete to develop the plan or the planning related activity, including public involvement, identification of hazards, development of a comprehensive risk/vulnerability assessment, identification of mitigation goals and strategies, and plan implementation, and describe how these activities relate to the cost estimate; and
 - ◆ For new or updated hazard mitigation plans, describe the plan adoption process for the jurisdiction(s) or tribe(s) to ensure sufficient time to complete the plan, as well as time for State and FEMA review and, if necessary, time to complete any required revisions and to formally adopt the plan.

Additionally, for an update to a hazard mitigation plan, the SOW must include the reasons for the update and describe the process for plan update, clearly demonstrating that applicable regulatory requirements will be met. Also, provide a statement on how the overall planning effort will be coordinated.

If available, the subapplication also should include a copy of the plan review document (i.e., review tool or crosswalk) from the FEMA approval of the previous plan.

For planning related activities, the SOW should describe the:

- ◆ Final product(s);
- ◆ Process and level of effort to develop the final product(s), including key milestones (such as meetings; data research, collection, and analysis; drafts; and outreach); and
- ◆ Process to incorporate the product(s) or results into the update of the next mitigation plan.

Applicants/subapplicants are advised to make use of already developed materials and to seek available resources when developing a new mitigation plan or updating a mitigation plan. For links to mitigation planning and risk assessment resources, see [Part X, C.2](#).

H.3 Management Costs Scope of Work

For the Applicant management cost subapplication, the SOW must describe the activities and specific tasks related to developing subapplications, and implementing as well as closing subgrants. The SOW should state whether the work will be conducted by the Applicant's staff or by contractor staff.

H.4 Schedule

Subapplications should include a work schedule for all project tasks identified in the SOW, such as data collection, site survey, permitting and inspections, site preparation, and construction. The schedule should identify timelines for accomplishing significant milestones, including anticipated quarterly usage of Federal funds. Proposed schedules for individual subapplications should not exceed 36 months (see [Part VII, B.4](#)).

For planning subapplications, the work schedule must allow sufficient time for State and FEMA reviews; preparation of required revisions, if needed; formal adoption by the jurisdiction(s); and FEMA approval.

H.5 Cost Estimate

The cost estimate describes all of the subapplicant's anticipated costs associated with the SOW for the proposed mitigation activity. Cost estimates must include detailed estimates of various cost item categories, such as labor, materials, equipment, and subcontractor costs. No lump-sum estimates will be accepted. The cost estimate must identify the cost categories and value for which anticipated cash and third-party in-kind contributions will be used to meet the non-Federal cost share.

COST ESTIMATES

FEMA will accept cost estimates used to support budgets and BCAs if the Applicant or subapplicant certifies that the estimates are based on nationally published or local cost-estimating guides.

FEMA will accept cost estimates that the Applicant or subapplicant certifies were established using nationally published or local cost estimating guides to support the budget and BCA. The Applicant or subapplicant must include appropriate documentation in the application or subapplication that demonstrates a national published standard or local cost estimating guide was used. If a cost estimate is based on a contractor's bid or historic costs from another activity, detailed documentation must be provided. The applicant must document actual costs for eligible activities at closeout. Separate cost line items in a subapplication are required to ensure that cost thresholds are not exceeded. As applicable, the following line items must be listed separately in the budget:

- ◆ Pre-award costs;
- ◆ Subapplicant management costs for the PDM Program and FMA, and HMGP if the Grantee has agreed to pass through funds to the subgrantee; and

-
- ◆ Information dissemination costs (for the PDM Program).

Additionally, the cost estimate should indicate items for which the cost may change, such as a price quoted by a contractor that is only valid for 1 year. Neither contingency nor escalation costs are permitted as individual line items in the cost estimate.

H.5.1 Project Cost Estimate

In addition to the items described in [Part V, H.5](#), the project cost estimate must include a line-item breakdown of all anticipated costs including, as applicable:

- ◆ Costs for anticipated environmental resource impact treatment or historic property treatment measures;
- ◆ Costs for engineering designs/specifications, including hydrologic and hydraulic studies/analyses required as an integral part of designing the project;
- ◆ Construction/demolition/relocation costs, such as survey, permitting, site preparation, and material/debris disposal costs; and
- ◆ All other costs required to implement the mitigation project, including any applicable project-type specific costs identified in the Addendum of this guidance.

For additional information about cost estimates for property acquisition and structure demolition or relocation projects, see Addendum, Parts A.5 and A.6; for wildfire mitigation projects, see Addendum, Part B.3; for safe room construction projects, see Addendum, Part C.3.4; for mitigation reconstruction see projects Addendum, Parts D.2 and D.5; and for structure elevation projects, see Addendum, Part E.3.

H.5.2 Hazard Mitigation Planning Cost Estimate

In addition to the items described in [Part V, H.5](#), the hazard mitigation planning cost estimate must include a line-item breakdown of costs associated with all elements described in the SOW, such as:

- ◆ Meetings and public outreach, including the costs associated with what is necessary and reasonable;
- ◆ Data research and collection, including eligible mapping activities or risk assessment;
- ◆ Plan drafting, review, and final production;
- ◆ Information dissemination activities, including printing and advertising; and
- ◆ Professional development training, tuition, and travel for the purpose of carrying out the planning SOW.

H.5.3 Management Cost Estimate

Applicants and subapplicants requesting management costs should provide supporting documentation and include these costs as separate line items in the cost estimate portion of the application or subapplication.

A narrative must accompany a request for management costs. The narrative should describe the activities, personnel requirements, and other costs for which the Grantee and/or subgrantee will use management cost funding. It should provide information on how the funds will be expended and monitored and show that sufficient funds will be available for closeout.

For more information on HMGP management costs, see [Part IX, A.4](#).

I. Cost-effectiveness

FEMA will only consider applications that use a FEMA-approved methodology to demonstrate cost-effectiveness. This is typically demonstrated by the calculation of a BCR. Projects for which benefits exceed costs are generally considered cost-effective. Benefits may include avoided damages, loss of function, and displacement.

FEMA provides BCA software that allows Applicants to calculate a project BCR. Written materials and training are also available. The FEMA BCA software utilizes the OMB Circular A-94, *Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs*. FEMA requires using approved BCA software (version 4.5.5 or greater) to help ensure that calculations are consistent with OMB Circular A-94. The current software is available at the FEMA Regional Office or from the BCA Technical Assistance Helpline.

If FEMA standard values are used, then no additional documentation is required. If non-standard values are used, then documentation is required. Documentation must be accurate and sufficiently detailed for the analysis to be validated. FEMA recommends that supporting documentation be obtained from credible sources, such as a Flood Insurance Study.

Data associated with the various methodologies for analyzing cost-effectiveness are available from the appropriate FEMA Regional Office (see [Part VIII](#)) or the BCA Technical Assistance Helpline.

I.1 Substantial Damage Waiver

An expedited cost-effectiveness methodology is available for property acquisition projects when certain conditions are met. Structures that are declared Substantially Damaged as a result of flooding and located in a riverine SFHA on a

**SUBSTANTIAL DAMAGE
WAIVER EXTENDED
TO ALL HMA PROGRAMS**

An expedited cost-effectiveness analysis methodology is available for property acquisition projects when certain conditions are met.

preliminary or effective FIRM are considered cost-effective for acquisition projects. If this methodology is used, the project application should include a certification that the structures meet these conditions.

I.2 Aggregation

An evaluation of the cost-effectiveness of a project should include all activities included within the SOW. This may include activities in multiple jurisdictions. It may also include combining benefits from multiple activities and multiple hazards, such as wind and flood, if it is a part of the same project.

AGGREGATION

It is appropriate to aggregate benefits from multiple activities and multiple jurisdictions if part of the same project.

I.3 5 Percent Initiative

For **5 Percent Initiative** subapplications for HMGP funding, a narrative description of the project's cost-effectiveness must be provided. For more information on the 5 Percent Initiative, see [Part IX, A.10](#).

I.4 Pre-calculated Benefits (Safe rooms)

For **Safe Room Construction** projects, an expedited cost-effectiveness methodology is available that identifies the benefits associated with certain types of safe rooms (see Appendix F). If this methodology is used, the submitted project application should include a copy of the data relevant to the project location.

I.5 Greatest Savings to the Fund

FEMA also allows for the use of the GSTF data and methodology to demonstrate cost-effectiveness for properties included in mitigation projects under HMA. Subapplicants are not required to use this methodology when submitting projects for funding and may utilize the current applicable BCA version (4.5.5 or greater) methodology.

GREATEST SAVINGS TO THE FUND METHODOLOGY

GSTF can be used to demonstrate cost-effectiveness of a project under all HMA programs.

I.6 Environmental Benefits

FEMA has identified and quantified environmental benefits for mitigation activities. Incorporating environmental benefits into the overall quantification of benefits for acquisition-related activities supports

INCLUSION OF ENVIRONMENTAL BENEFITS INTO THE BCA TOOLKIT

Green open space and riparian benefits have been identified and quantified for acquisition projects. The BCR for an acquisition project must be 0.75 before the environmental benefit can be incorporated.

FIMA’s mission of risk reduction, environmental compliance, and preservation of the natural and beneficial functions of the floodplain.

Specifically, FEMA developed economic values for green open space and riparian areas. FEMA will be incorporating the environmental benefits for green open space and riparian areas into the BCA toolkit for acquisition projects.

The economic value for green open space is \$7,853 per acre per year. For riparian areas, the economic value is \$37,493 per acre per year. When incorporating these values into FEMA’s BCA, the yearly benefits accrue over the 100-year project useful life and are discounted at 7 percent per year to meet OMB requirements. [Table 4](#) provides the green open space and riparian benefits per acre per year and per square foot.

Table 4: Green Open Space and Riparian Benefits

Land Use	Total Estimated Benefits (per acre per year)	Total Estimated Benefits ⁽¹⁾ (per square foot)
Green Open Space	\$7,853	\$2.57
Riparian	\$37,493	\$12.29

⁽¹⁾ Projected for 100 years with 7 percent discount rate

For an acquisition project, the BCR for a project must be 0.75 before incorporating the environmental benefit. This ensures projects funded by HMA are primarily associated with risk reduction activities. Once a project’s BCR reaches 0.75, the appropriate environmental benefit can be included for the individual properties.

I.7 Benefit-Cost Analysis Resources

Other methods to demonstrate cost-effectiveness may be used when they address a non-correctable flaw in the FEMA-approved methodologies or propose a new approach that is unavailable using current tools. New methodologies may be used only if FEMA approves the methodology before application submission. For more information on resources, see [Part X, C.3](#).

BCA Helpline

Telephone: (855) 540-6744

Email: bchelp@fema.dhs.gov

BCA Policies, Overview, and Software

<http://www.fema.gov/benefit-cost-analysis>

J. Feasibility and Effectiveness Documentation

FEMA will use the information provided in the subapplication, including the SOW, the cost estimate, and supporting documentation to determine the feasibility and effectiveness of the

proposed mitigation activity. FEMA accepts the engineering design for a project if a registered Professional Engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards. FEMA will accept the certified engineering design in lieu of a comprehensive technical feasibility review. If accepted codes/standards are used, no additional documentation is required. See [Part X, Appendix D](#) (Referenced Regulations, Statutes, Directives, and Guidance) for examples of codes and standards used for various projects types.

If an alternative design is proposed the application/subapplication should contain:

- ◆ Applicable building code/edition or engineering standard used;
- ◆ Level of protection provided by the proposed project and description of how the proposed activity will mitigate future losses;
- ◆ For the retrofit of existing buildings or infrastructure protection projects, an assessment of the vulnerabilities of the existing building;
- ◆ Any remaining risk to the structure after project implementation; and
- ◆ Proposed schematic drawings or designs (as applicable).

Project subapplications that do not include appropriate documentation to support the determination of feasibility and effectiveness may be removed from consideration. Upon request, FEMA will provide technical assistance regarding engineering documentation.

For structure elevation and dry floodproofing activities, a statement certifying that the project will be designed in conformance with ASCE/SEI 24-05 will assist in satisfying the feasibility and effectiveness requirement.

K. Environmental Planning and Historic Preservation Documentation

The Applicant and subapplicant should ensure that the project SOW takes into account all potential EHP compliance issues. When completing the subapplication, the Applicant/subapplicant must answer a series of EHP review questions and provide information about potential impacts on environmental resources and cultural resources (if applicable) in the project area. For additional information, see [Part X, Appendix I](#) (EHP Checklist) and [Part X, Appendix J](#) (8-Step Decision Making Process for Floodplain Considerations), and [Part X, Appendix K](#) (Section 106 Process under the National Historic Preservation Act).

If potential impacts are identified through the responses to these EHP review questions, the Applicant/subapplicant must provide additional information, (as applicable), such as:

- ◆ The property address, original date of construction, and two color photographs for any buildings, structures, objects, or manmade sites/landscapes features that are 50 years or

more in age. At least one of the two photographs provided of a building should be the front or primary façade showing the elevation;

- ◆ Any identified federally listed threatened or endangered species and/or designated critical habitat in the project area;
- ◆ Vegetation, including amount (area), type, and extent to be removed or affected;
- ◆ Identification of all surface waters in the project area regardless of drainage area, size, or perceived hazard level. Information about surface waters should include dimensions, proximity of the project activity to the water, and the expected and possible impacts of the project upon surface waters, if any; and
- ◆ A description of any adverse effects on low income or minority populations in the project area.

Applicants seeking to determine whether there are any EHP issues associated with the proposed project should consult the HMA EHP Resources At-a-Glance Guide, located at <http://www.fema.gov/library/viewRecord.do?id=6976> and the HMA EHP at a Glance at <http://www.fema.gov/library/viewRecord.do?id=5904>. This Guide also provides key contacts, Web sites, and search engines to assist in early identification of EHP issues and to facilitate coordination with the appropriate State and Federal agencies.

If EHP issues are identified, the Applicant/subapplicant should initiate coordination with the relevant State and Federal agencies as early in the project planning stages as possible to address any potential EHP compliance issues associated with proposed projects. This coordination does not substitute, and shall not be interpreted to mean, that formal consultation has occurred between FEMA and the applicable resource agency.

Additional EHP compliance review activities may be necessary to facilitate project approval, such as environmental impact statements, environmental assessments, Phase I environmental site assessments, biological assessments, archeological or standing structures surveys and documentation, wetlands delineations, and air quality conformity analysis or determinations.

If FEMA or the Applicant/subapplicant identifies any potential impacts through the EHP review process described above, the following requirements must be completed before a grant award may be made:

- ◆ Evaluate any potential effects to environmental and historic resources and provide the required information and documentation to identify the impact on these resources;
- ◆ Complete an evaluation of alternatives to the proposed action that will avoid or minimize these impacts, including consideration of the environmental impact of taking no action;
- ◆ Complete any required consultation and/or coordination with the appropriate parties (e.g., the State Historic Preservation Officer, the U.S. Fish and Wildlife Service, the National

Marine Fisheries Service) to evaluate potential effects of the proposed project and to identify any measures necessary to avoid or minimize these effects;

- ◆ Demonstrate that the project will comply with all environmental laws and regulations; and
- ◆ Make certain that the costs of any measures to treat adverse effects are realistically reflected in the project budget estimate.

Applicants/Grantees may incur costs for significant EHP compliance review activities and/or EHP mitigation measures. FEMA will consider the following factors to determine whether to reimburse costs:

- ◆ Nature of the analysis or study required (e.g., environmental impact statement);
- ◆ Costs of EHP activities compared to project costs;
- ◆ Complexity of the proposed project; and
- ◆ Nature and extent of potential adverse impacts to environmental and/or historic resources.

Applicants should consider potential EHP costs during application development and submission and should seek to avoid activities that may negatively impact EHP resources.

FEMA may remove projects from consideration for full approval and/or funding when EHP compliance review activities are not progressing and the Applicant/Grantee has not dedicated resources and/or provided required documentation in a timely manner.

For additional information on required EHP documentation, see [Part X, C.5](#).

PART VI. APPLICATION REVIEW INFORMATION

Part VI provides information about the review process so that Applicants and subapplicants can prepare applications that meet FEMA review criteria. During an application review, FEMA may request additional information or documentation from Applicants.

A. Review Criteria

While review processes vary somewhat among HMA programs, FEMA reviews all applications for:

- ◆ Application eligibility;
- ◆ Cost-effectiveness;
- ◆ Feasibility and effectiveness; and
- ◆ EHP compliance.

A.1 Application Review

FEMA will review all applications and subapplications for eligibility and completeness. Applications and subapplications that do not satisfy the eligibility and completeness requirements will not be funded. The eligibility and completeness requirements are outlined in [Parts IV](#) and [V](#).

A.2 Cost-effectiveness Review

FEMA will review the documentation provided in support of the subapplication cost-effectiveness to validate the accuracy and credibility of data and ensure the appropriate use of the cost-effectiveness methodologies. Only subapplications meeting HMA cost-effectiveness requirements will be considered eligible.

A.3 Feasibility and Effectiveness Review

FEMA will use the information provided in the subapplication, including the SOW and project cost estimate sections, as well as any supporting documentation to determine the feasibility and effectiveness of the mitigation activity.

For project subapplications, FEMA will consider the following criteria in reviewing feasibility and effectiveness:

- ◆ Conformance to accepted engineering practices, established codes, standards, modeling techniques, or best practices, as well as work schedule;

-
- ◆ Effectiveness in mitigating the risks of the hazard(s); and
 - ◆ Reasonableness of the cost estimate.

A.4 Environmental Planning and Historic Preservation Review

Applicants and subapplicants are required to provide information to support the FEMA EHP compliance review. FEMA, in consultation with appropriate Federal and State resource agencies, will use the information provided in the application/subapplication, including the SOW, project cost estimate, as well as any supporting documentation, to ensure compliance with EHP requirements.

As part of the EHP review process, FEMA will assess compliance with applicable requirements including NEPA, NHPA, ESA, CBRA, EO 11988 (*Floodplain Management*), EO 11990 (*Protection of Wetlands*), and EO 12898 (*Environmental Justice*). Funds will not be awarded, and the Applicant/subapplicant may not initiate the project, other than planning or preparatory work not involving construction or alteration of the land, until FEMA has completed this review and it is demonstrated that the project, when completed, will comply with all environmental laws and regulations.

A.5 HMA Efficiencies

FEMA accepts the engineering design for a project if a registered Professional Engineer (or other design professional) certifies that the design meets the appropriate code, or industry design and construction standards. FEMA will accept the certified engineering design in lieu of the FEMA comprehensive technical feasibility review. For example, if a registered Professional Engineer certifies that design of a community safe room project meets or exceeds FEMA P-361 standards for design and construction, FEMA will not perform a detailed design review to ensure compliance with the standard.

HMA EFFICIENCIES

FEMA provides opportunities to streamline application requirements by allowing Applicants to use:

- FEMA technical publications
- National standards and codes
- Design criteria such as ASCE criteria
- Pre-calculated benefits

Additionally, in the development of applications and subapplications, the following resources and approaches should be considered as they will promote efficiencies in FEMA review and approval.

A.5.1 Safe Room Projects

Applicants must document that the proposed safe room project is consistent with the requirements of FEMA P-320 or FEMA P-361. Applicants must use the expedited HMGP application for

PRE-CALCULATED BENEFITS FOR SAFE ROOMS UNDER HMGP

If the Applicant submits a residential safe room project with costs that are less than the pre-calculated benefit, then FEMA will consider the project to be cost effective.

Residential Safe Rooms to apply pre-calculated benefits under HMGP (see [Part X, Appendix F](#)). This pre-calculated benefit provides standardized benefits associated with residential safe rooms so that individual BCAs are not required as long as the project costs do not exceed the benefits.

A.5.2 Wind Retrofit Projects

FEMA P-804 provides design guidance for wind-retrofit projects on existing one- and two-family dwellings in coastal areas. Mitigation projects funded under HMGP and the PDM Program are required to be implemented in conformance with FEMA-804. If a subapplication complies with FEMA P-804, no additional technical information is required in the subapplication.

A.5.3 Certain Flood Mitigation Projects

FEMA recommends HMA flood mitigation projects be designed and constructed in conformance with the design criteria of ASCE/SEI 24-05 as a minimum standard. FEMA will consider a project application utilizing ASCE/SEI 24-05 as being consistent with HMA engineering feasibility and effectiveness requirements. Project applications that do not use ASCE/SEI 24-05 must submit documentation to demonstrate the project meets the engineering feasibility and effectiveness requirement.

B. Review and Selection Process

B.1 Technical Review

FEMA will conduct a technical review for all project subapplications that are forwarded from the initial FEMA review, for the following:

- ◆ Cost-effectiveness;
- ◆ Feasibility and effectiveness; and
- ◆ EHP compliance.

B.2 Requests for Information

FEMA may request additional information or documentation from Applicants to resolve outstanding administrative or procedural requirements. RFIs can take various forms, including email requests, documented telephone calls, or formal letters. Failure to provide requested information by the deadline identified in the request may result in denial, because eligibility cannot be determined. Technical assistance is available, if requested.

Comments may be provided by FEMA on subapplications determined ineligible so that subapplicants can modify their subapplication for resubmission in future grant cycles.

B.2.1 Request for Information Timelines

[Table 5](#) provides timelines for stepwise information requests and assistance offers. [Figure 4](#) outlines the RFI process and assigned responsible party. The RFI process involves an eligibility review to determine if the subapplication and subapplicant are eligible, then a completeness review is conducted to determine if a complete subapplication was submitted. If the subapplication is determined to be incomplete, there are three steps FEMA will take to request further information from the subapplicant. At each step throughout the RFI process, FEMA will work with the Applicant and subapplicant to determine available options to develop a viable project. Some options include technical assistance from FEMA or implementing a phased project. If the requested information is not received by the Regional Administrator before the deadline, the project will be denied as FEMA will have no basis to make an eligibility determination. Upon receipt of the requested information and confirmation it adequately addresses the RFI, FEMA will proceed with making a determination of project eligibility.

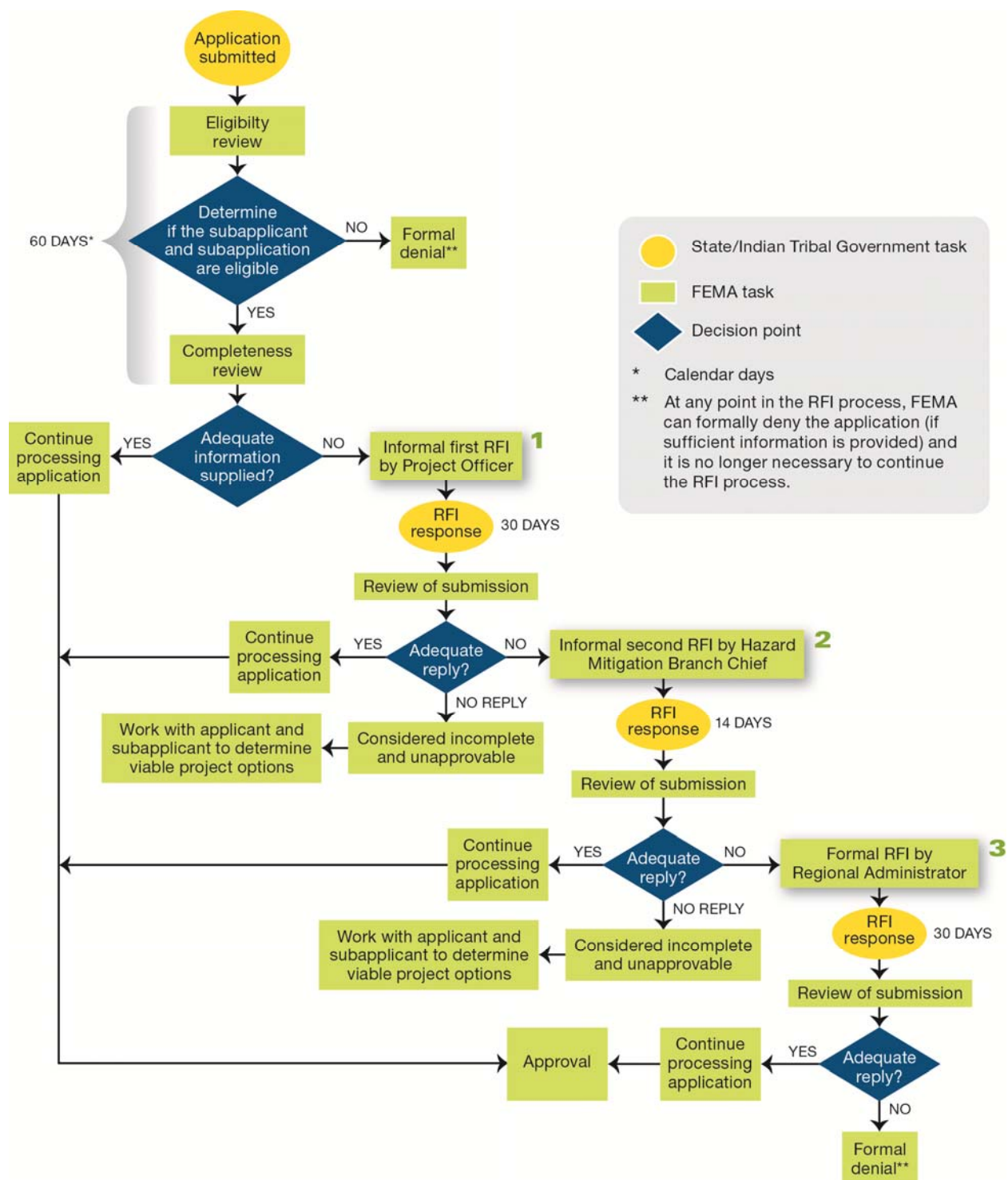
REQUEST FOR INFORMATION

If a subapplication does not meet the administrative or procedural information requirements, FEMA may request additional information in the form of an RFI. If the Regional Administrator does not receive the requested information by the final deadline, the project will be denied.

Table 5: RFI Timelines

Request Format	Timeline
Informal – First Request	The Project Officer requests additional information. If the requested information is not received within 30 calendar days from the date of the request, FEMA will consider the application to be incomplete and not approvable. FEMA may provide technical assistance if requested, unless the HMA program is competitive. The Applicant may consider phasing the project if it is feasible to do so.
Informal – Second Request	The Hazard Mitigation Branch Chief requests additional information. If the requested information is not received within 14 calendar days from the date of the request, FEMA will consider the application to be incomplete and not approvable. FEMA may provide technical assistance if requested, unless the HMA program is competitive. FEMA, Grantee, and Applicant staff should meet to resolve any open items within the allotted timeframe, if necessary.
Formal	The Regional Administrator requests additional information and will document previous requests. If the requested information is not received within 30 calendar days from the date of the request, FEMA will consider the application to be incomplete and not approvable.
Formal	If the Regional Administrator does not receive the requested information within 30 calendar days, he or she will determine the requested project application be ineligible for funding under HMGP. The second formal letter is a denial.

Figure 4: RFI Flowchart



The Regional Administrator may choose to allow more time, with justification. FEMA encourages Applicants to coordinate early with the State or eligible Indian Tribal government to identify potential technical assistance. If technical data is not readily available, the subapplicant should coordinate with Grantee to determine whether the project should be phased in order to develop required data. States or Indian Tribal governments with Grantee status could contact the FEMA regional office to request technical assistance, relevant training or other needed support.

B.3 Selection

FEMA selects eligible subapplications based on priorities set by the Applicant or program priorities, if applicable. For more information for the PDM Program, see [Part IX, B.5](#), for FMA, see [Part IX, C.4](#).

B.4 Notification

For the **PDM Program** and **FMA**, during the review and selection process FEMA will notify Applicants as to whether subapplications have been identified for further review, determined eligible but will not be funded, or determined ineligible for funding. A determination of “identified for further review” is not notification or guarantee of an award.

FEMA will work with Applicants on subapplications identified for further review. Applicants will be notified of activities required, such as an EHP review; verification of subapplicant commitments; verification of hazard mitigation plan status; and of the date by which all required activities must be completed.

Comments may be provided by FEMA on subapplications determined ineligible so that subapplicants can modify their subapplication for resubmission in future grant cycles.

The PDM Program and FMA have specific ranking criteria in addition to those described in this part. For information about ranking criteria and on the review and selection process for the PDM Program, see [Part IX, B.4](#); and FMA, see [Part IX, C.4](#).

B.5 Reconsideration Process

For the FMA and PDM programs, FEMA will reconsider its determination of a subapplication evaluated on a competitive basis only when there is an indication of a substantive technical or procedural error by FEMA. Only information provided in the submitted subapplication is considered supporting documentation for the request for reconsideration. The amount of funding available for Applicant management costs will not be reconsidered.

FEMA may evaluate subapplications on a competitive basis when:

- ◆ Submitted subapplications exceed available funds;
- ◆ Law or regulation requires the administration of a competitive program; or

-
- ◆ Circumstances merit the administration of funds in a competitive manner.

Applicants must send requests for reconsideration based upon technical or procedural error to FEMA within the time specified in the notification letter to the Applicant. A FEMA decision to uphold or overturn a decision regarding a subapplication evaluated on a competitive basis is final.

B.5.1 Consideration of Additional Information

FEMA may, at its discretion, notify Applicants that it will consider additional information in support of a subapplication.

FEMA will accept supplemental or corrected data in support of a subapplication when:

- ◆ Submitted subapplications do not exhaust available program funds;
- ◆ Law or regulation do not require the administration of a competitive program; or
- ◆ When determined appropriate by the program office.

Instructions for submitting supplemental data will be provided within the FEMA notification letter, if applicable.

For information on appeal and administration of HMGP subapplications, see [Part IX, A.11](#).

PART VII. AWARD ADMINISTRATION INFORMATION

Part VII describes how successful Applicants will receive award information. Additionally, this part describes administrative requirements from the time an award is made through closeout and the maintenance actions that must occur after an activity is complete.

A. Notice of Award

FEMA will provide an award package to the Applicant for successful subapplications. Subapplicants will receive notice of award from the Applicant.

Award packages for the **PDM Program** and **FMA** include an award letter, FEMA Form 76-10A, *Obligating Document for Awards/Amendments*, and Articles of Agreement, EHP, and/or other conditions that must be signed by the Applicant in eGrants and returned to FEMA for approval before funds can be obligated.

For **HMGP**, award packages for subgrants include an approval letter, an obligation document, and EHP and/or other conditions.

When the Applicant or subapplicant accepts an award, they are denoted as Grantee and subgrantee, respectively. The Grantee and subgrantee agree to abide by the grant award terms and conditions as set forth in the Articles of Agreement or the FEMA-State Agreement.

B. Administrative and National Policy Requirements

B.1 Cost-Share Documentation

Requirements for cash and third-party in-kind contributions can be found in 44 CFR Section 13.24. Third-party in-kind and cash contributions are only allowable for eligible program costs. The following documentation is required for cash and third-party in-kind contributions:

- ◆ Record of donor;
- ◆ Dates of donation;
- ◆ Rates for staffing, equipment or usage, supplies, etc.;
- ◆ Amounts of donation or value of donation; and
- ◆ Deposit slips for cash contributions.

Such documentation must be kept on file by the Grantee and subgrantee.

B.2 Scope of Work Changes

In accordance with 44 CFR Section 13.30, Grantees must obtain FEMA's prior approval whenever there is a proposed SOW change. Requests for changes to the SOW after award are permissible as long as they are consistent with the intent of the program. Requests must be made in writing and demonstrate the need for the scope change. The request also should include a revised scope, schedule, and budget. Any SOW changes are subject to all programmatic requirements. All approvals will be at FEMA's discretion.

SCOPE CHANGE

Grantees and subgrantees must request FEMA's approval for a change in scope after the grant has been awarded. The change must be consistent with the intent of the program. Requests must be made in writing and demonstrate the need for a change.

B.3 Budget Changes

Grantees and subgrantees are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved budget. For more information on direct cost categories, please see OMB Circular A-87 and 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments*. Unless expressly waived by FEMA, the following types of post-award changes to budgets will require the prior written approval of FEMA:

BUDGET CHANGE

In limited cases, Grantees and subgrantees are permitted to make adjustments within the approved direct cost category to meet unanticipated requirements.

B.3.1 Non-construction Projects

- ◆ Non-construction subgrant adjustments of more than 10 percent in any direct cost categories; and
- ◆ Any changes that would result in additional funding to the grant.

B.3.2 Construction Projects

- ◆ All construction cost adjustments that lead to the need for additional funds.

When budget changes are made, all programmatic requirements continue to apply. Additional information regarding budget adjustments and revisions can be found in 44 CFR Section 13.30.

B.3.3 Cost Overruns and Underruns

A cost overrun or underrun can result from a scope, schedule, or budget change.

Grantees must notify FEMA prior to redirecting funds from an underrun to other approved subgrants for which an overrun has been requested. The subgrant must continue to meet programmatic eligibility requirements including cost share.

B.4 Program Period of Performance

The POP is the period during which the Grantee is expected to complete all grant activities and to incur costs. The POP for the Program begins with the opening of the application period and ends no later than 36 months from the close of the application period.

PERIOD OF PERFORMANCE

With the publication of this HMA Unified Guidance, the POP for the Program begins with opening of the application period and ends no later than 36 months from the close of the application period.

FEMA will not establish activity completion timelines for individual subgrants. Grantees are responsible for ensuring that all approved activities are completed by the end of the grant POP.

B.4.1 Extensions

Requests for extensions to a grant POP will be evaluated by FEMA but will not be approved automatically. The Regional Administrator can extend the POP for up to 12 months with justification. All requests to extend the grant POP beyond 12 months from the original grant POP end date must be approved by FEMA Headquarters.

All extension requests must be submitted to FEMA at least 60 days prior to the expiration of the grant POP and justifications must be submitted in writing. The justification must include:

- ◆ Verification that progress has been made as described in quarterly reports;
- ◆ Reason(s) for delay;
- ◆ Current status of the activity/activities;
- ◆ Current POP termination date and new projected completion date;
- ◆ Remaining available funds, both Federal and non-Federal;
- ◆ Budget outlining how remaining Federal and non-Federal funds will be expended; and
- ◆ Plan for completion, including updated schedule.

B.5 Requests for Advances and Reimbursements

The Grantee's responsibility of an HMA grant is to process requests for advances and reimbursements of funds. The Grantee should establish accounting procedures to disburse money to subgrantees in a timely manner and should provide to subgrantees a POC for information on requesting and receiving the funds, records that must be maintained, forms to be used, and timelines for requesting the funds.

For the **PDM Program** and **FMA**, Payment and Reporting System (PARS) is used to transfer funds between FEMA and Grantees. Grantees shall submit to FEMA a copy of the Standard Form (SF-425).

For **HMGP**, the Department of Health and Human Services, Division of Payment Management, Payment Management System, SMARTLINK, is used to transfer funds between FEMA and Grantees. Grantees shall submit to FEMA a copy of the SF-425.

B.5.1 Strategic Funds Management

In accordance with the needs of the Disaster Relief Fund as well as Grantee priorities and ability to execute the project in a timely manner, FEMA may elect to provide funding for certain projects in incremental amounts, including advance payments (Strategic Funds Management or SFM). SFM allows FEMA to schedule obligations to be available when the State is ready to execute an HMGP subgrant or components of the subgrant. SFM also allows for incremental obligations as needed within the 3-year POP requirements to support project activities as described in the project work schedule.

SFM does not allow funds to be advanced for an HMGP project that is not approved and eligible.

DIFFERENCE BETWEEN STRATEGIC FUNDS MANAGEMENT, PHASED PROJECTS, PRE-AWARD COSTS, AND ADVANCE ASSISTANCE

SFM is designed to provide incremental funding for eligible activities when the funds are required.

Phased projects are those that receive funding for only certain complex activities that are approved to allow the Applicant to develop a full work scope/data package to support the full project description.

Pre-award costs are eligible costs incurred by the Applicant in advance of receiving funds. These activities are reimbursed when the project is approved and funded.

Advance Assistance provides States and Indian Tribal governments with resources to develop mitigation strategies and obtain data to prioritize, select, and develop complete HMGP applications in a timely manner.

B.6 Program Income

FEMA encourages Grantees and subgrantees to generate program income to help defray program costs. Program income is gross income received by the Grantee or subgrantee directly generated by a grant-supported activity or earned only as a result of the grant during the grant POP. Program income may be derived from use or rental of real or personal property acquired with grant funds, and sale of commodities or items fabricated under the grant award. Subgrantees deduct this income from total project costs as specified in 44 CFR Section 13.25(g)(1). This income may not count towards the non-Federal cost share.

B.7 Federal Income Tax on Mitigation Project Funds

FEMA mitigation payments that benefit property owners through the mitigation of their structures are not subject to Federal income taxation. FEMA mitigation payments to acquire a property will be treated as an involuntary conversion for tax purposes. These tax relief measures

are effective for such payments made in all prior years. For more information, property owners should consult the Internal Revenue Service (IRS) office or a tax advisor.

B.8 Noncompliance

If a Grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, a State Administrative Plan or application, a notice of award, or elsewhere, including in this guidance, FEMA may take one or more of the following actions, as appropriate:

- ◆ Temporarily withhold cash payments pending correction of the deficiency by the Grantee or subgrantee;
- ◆ Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- ◆ Wholly or partly suspend or terminate the current award for the Grantee's or subgrantee's HMA grant program(s);
- ◆ Withhold further awards for HMA grant program(s); or
- ◆ Take other remedies that may be legally available.

Additional details can be found in 44 CFR Section 13.43.

C. Reporting Requirements

Grantees and subgrantees must maintain records of work and expenditures. Grantees submit quarterly financial and performance reports to FEMA on January 30, April 30, July 30, and October 30. The first quarterly reports are due within 30 days of the end of the first Federal quarter following the initial grant award. FEMA may waive the initial reports. The Grantee shall submit quarterly financial status and performance reports thereafter until the grant ends. Failure to submit financial and performance reports to FEMA in a timely manner may result in an inability to access grant funds until proper reports are received by FEMA. Grantees are encouraged to contact FEMA should this occur.

The **PDM Program** and **FMA** quarterly reports can be submitted via *eGrants*. For **HMGP**, quarterly performance reports can be submitted via NEMIS or a hard copy to the Region. PDM Program and FMA quarterly financial reports must be submitted via PARS.

C.1 Federal Financial Reports

Grantees shall submit a quarterly Federal Financial Report (FFR). Obligations and expenditures must be reported on a quarterly basis through the FFR (SF-425), which is due to FEMA within 30 days of the end of each calendar quarter (e.g., for the quarter ending March 31, the FFR is due no later than April 30). A report must be submitted for every quarter of the POP, including

partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the POP.

OMB has directed that the FFR (SF-425) replace the use of the SF-269, SF-269A, SF-272, and SF-272A. The SF-425 consolidates the Federal Status Report and the Federal Cash Transaction Report into a single report. The SF-425 is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements.

Reporting periods and due dates:

- ◆ October 1 – December 31; Due January 30
- ◆ January 1 – March 31; Due April 30
- ◆ April 1 – June 30; Due July 30
- ◆ July 1 – September 30; Due October 30

FEMA may suspend drawdowns from SMARTLINK or PARS if quarterly financial reports are not submitted on time.

C.2 Performance Reports

The Grantee shall submit a quarterly performance report for each grant award. Performance reports should include:

- ◆ Reporting period, date of report, and Grantee POC name and contact information;
- ◆ Project identification information, including FEMA project number (including disaster number and declaration date for the HMGP), subgrantee, and project type using standard eGrants/NEMIS project type codes;
- ◆ Significant activities and developments that have occurred or have shown progress during the quarter, including a comparison of actual accomplishments to the work schedule objectives established in the subgrant;
- ◆ Percent completion and whether completion of work is on schedule; a discussion of any problems, delays, or adverse conditions that will impair the ability to meet the timelines stated in the subgrant; and anticipated completion date;
- ◆ Status of costs, including whether the costs are: (1) unchanged, (2) overrun, or (3) underrun. If there is a change in cost status, the report should include a narrative describing the change. Also, include amount dispersed to subgrantee by activity;
- ◆ A statement of whether a request to extend the grant POP is anticipated;
- ◆ Incremental funding amounts (SFM) and progress completed;

-
- ◆ For acquisition projects, the Grantee must notify FEMA on the current status of each property for which settlement was completed in that quarter; and
 - ◆ FEMA may require additional information as needed to assess the progress of a grant.

FEMA may suspend drawdowns from SMARTLINK or PARS if quarterly performance reports are not submitted on time.

C.3 Final Reports

The Grantee shall submit a Final SF-425 and Performance Report no later than 90 days after the end date of the POP, per 44 CFR Section 13.50.

D. Closeout

D.1 Subgrant Closeout

Upon subgrant completion, the Grantee must ensure that:

- ◆ Each subgrant has been completed in compliance with the approved SOW. The Grantee must conduct a site visit or collect photographs for a project subgrant to ensure the approved SOW was completed;
- ◆ Each subgrant has been completed in compliance with all environmental mitigation conditions attached to it;
- ◆ Actual expenditures have been documented and are consistent with the SF-424A or SF-424C;
- ◆ All program income has been deducted from total project costs as specified in 44 CFR Section 13.25(g)(1);
- ◆ All project work was performed in accordance with all required permits and applicable building codes as modified or protected by the approved project;
- ◆ For projects involving an insurable facility, the required hazard insurance (e.g., NFIP) has been secured;
- ◆ Geospatial coordinates, in the form of latitude and longitude with an accuracy of +/- 20 meters (64 feet), have been provided for the project. For minor localized flood reduction, hazardous fuels reduction, and soil stabilization projects, an accurate recording of the official acreage, using open file formats geospatial files (i.e., shapefiles), has been submitted;
- ◆ For new or updated hazard mitigation plans, a final copy of the FEMA-approved and community-adopted plan has been submitted; and
- ◆ For planning related activities, the activity is consistent with 44 CFR Parts 201 or 206 (HMGP).

For project-specific requirements, see the Appendices and the Addendum to this HMA Unified Guidance. Grantees should close out subgrants as activities are completed. In addition, as cost underruns are identified, the Grantee should submit de-obligation requests to FEMA.

The subgrantee is required to keep records for at least 3 years from the date when the Grantee submits to FEMA the single or final expenditure report for the subgrantee in accordance with 42 U.S.C. 705 and 44 CFR Section 13.42.

For additional information about closeout for property acquisition and structure demolition or relocation projects, see Addendum, Parts A.13 and A.15. For additional information about closeout for mitigation reconstruction projects, see Addendum, Part D.9.

D.2 Grant Closeout

The Grantee has up to 90 days following the expiration of the grant POP to liquidate valid expenditures incurred during the POP. Cost underruns remaining after the post-POP liquidation period date must be reported to FEMA for de-obligation. The closeout process for the Grantee involves the following steps:

- ◆ The Grantee ensures all subgrants have been closed out as identified in [Part VII, D.1](#);
- ◆ The Grantee reconciles/adjusts subgrant costs, ensures that non-Federal share costs are documented, and ensures that all costs submitted are eligible according to the FEMA-approved SOW;
- ◆ The Grantee receives and processes cost adjustments or returns unobligated funds to FEMA via SMARTLINK or PARS. Final payment is made to the Grantee;
- ◆ The Grantee submits a closeout letter to FEMA with supporting documentation, including:
 - Statement that SOW(s) has been completed as approved and all EHP requirements have been satisfied;
 - SF-425 (for PARS, the final SF-425 is also submitted via PARS);
 - SF-270, *Request for Advance or Reimbursement*, if applicable, or request for de-obligation of unused funds, if applicable;
 - FEMA Form 20-18, *Report on Government Property*, if applicable; and
- ◆ The Grantee notifies FEMA that the grant is ready for final closeout.

The Grantee must maintain the complete grant closeout records file for at least 3 years from the submission date of its single or last expenditure report in accordance with 44 CFR Section 13.42.

For **HMGP**, FEMA can track closeouts using the Project Closeout module in NEMIS.

D.2.1 Update of Repetitive Loss Database

Grantees with projects that mitigate a repetitive loss property, as identified by the NFIP, must update the NFIP Repetitive Loss Database as project activities are completed.

- ◆ For acquisition and demolition or relocation projects, Grantees must provide this update when there is no longer an insurable structure on the property; and
- ◆ For elevation, reconstruction, floodproofing, and minor flood control projects, Grantees must provide this update when the approved activity is complete or otherwise effective.

The NFIP defines a repetitive loss property as any insurable building for which two or more claims of more than \$1,000 were paid by the NFIP within any rolling 10-year period since 1978. At least two of the claims must be more than 10 days apart but within 10 years of each other. A repetitive loss property may or may not be currently insured by the NFIP.

Please note this definition of repetitive loss property is different from the FMA definition of repetitive loss property located in [Part IX, C.1](#).

To gain access to sensitive NFIP data, government officials are required to obtain a User Name and Password for access to Data Exchange, the Repetitive Loss Database that is managed by the NFIP Legacy Systems Contractor. Currently, only two access accounts are permitted per State and are reserved for the State Hazard Mitigation Officer (SHMO) and the State NFIP Coordinator or their designee. To obtain a User Name and Password for access to Data Exchange, send an email with your name, title, contact information, and the reason that access to Data Exchange is needed to FEMA. Once FEMA authorizes you for NFIP Legacy Systems access to Data Exchange, you will be notified via email.

To maintain accurate, up-to-date records for all repetitive loss properties mitigated as a result of HMA grant funds, FEMA requires that the Grantee submit FEMA Form AW-501, *NFIP Repetitive Loss Update Worksheet* (OMB 1660-0022). Form AW-501 must be submitted along with documentation supporting the change in the mitigated status of a structure (e.g., elevation certificate). This form must be submitted for each property mitigated with HMA grant funds prior to closeout. The AW-501 form and instructions for completing and submitting it can be found on the FEMA Web site: <http://www.fema.gov/library/viewRecord.do?id=3244>. Detailed AW-501 forms for individual repetitive loss properties can be obtained by accessing Data Exchange and selecting the link to AW-501 data after selecting to look up property by property locator or repetitive loss number.

States accessing NFIP data via the electronic systems (Data Exchange) are advised of, and must acknowledge, the sensitive nature of the information and the need to prevent the release of the data to unauthorized users. When the data is released to a local government by either the State or the appropriate FEMA Regional Office, the local government must be notified in writing that the records relating to individuals and individual properties are:

being made available through the FEMA routine use policy for the specific purposes of mitigation planning, research, analysis, and feasibility studies consistent with the NFIP and for uses that further the floodplain management and hazard mitigation goals of the States and FEMA.

PART VIII. FEMA CONTACTS

Part VIII identifies resources that may help Applicants and subapplicants request HMA funds.

If requested, FEMA will provide technical assistance to both Applicants and subapplicants regarding:

- ◆ General questions about the HMA programs;
- ◆ Specific questions about subapplications after the application period opens;
- ◆ Feasibility and effectiveness, cost-effectiveness, and EHP compliance during the application period; and
- ◆ The eGrants application processes.

For additional technical assistance resources, including HMA application and award resources, see [Part X, C.7](#).

FEMA encourages Applicants and subapplicants to seek technical assistance early in the application period by contacting their appropriate FEMA Regional Office. [Table 6](#) shows which States are served by each FEMA Region.

Contact information for FEMA Regional Offices is provided at <http://www.fema.gov/regional-operations>.

Contact information for each SHMO is provided at <http://www.fema.gov/state-hazard-mitigation-officers>.

Table 6: FEMA Regions

FEMA Region	Serving
I	Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont
II	New Jersey, New York, Puerto Rico, U.S. Virgin Islands
III	Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, West Virginia
IV	Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee
V	Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin
VI	Arkansas, Louisiana, New Mexico, Oklahoma, Texas
VII	Iowa, Kansas, Missouri, Nebraska
VIII	Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming
IX	Arizona, California, Hawaii, Nevada, American Samoa, Guam, the Northern Mariana Islands
X	Alaska, Idaho, Oregon, Washington

PART IX. ADDITIONAL PROGRAM GUIDANCE

Part IX provides additional information applicable to assistance available under each particular HMA grant program. This section supplements the information provided in Parts I through VIII, and the unique project type guidance included in the Addendum. Part IX does not provide all of the information necessary to apply for funding through an HMA program and must be read in conjunction with other relevant sections of this guidance.

A. Hazard Mitigation Grant Program

Most of the information that an Applicant or subapplicant needs to apply for an HMGP award or that a Grantee or subgrantee needs to manage a HMGP award is provided in Parts I through VIII, and Part X. This section contains supplemental guidance specific to HMGP.

A.1 Grantee Request for HMGP Funds

HMGP is authorized through a Presidential major disaster declaration for activities that provide a beneficial impact to the disaster area. A Governor may request that HMGP funding be available throughout the State or only in specific jurisdictions. For information regarding the declaration process and authorization of HMGP, see 44 CFR Part 206, Subpart B, and seek assistance from the appropriate FEMA Regional Office.

The Governor's Authorized Representative (GAR) serves as the grant administrator for all funds provided under HMGP 44 CFR Section 206.438 (d). The GAR responsibilities include providing technical advice and assistance to eligible subapplicants and/or subgrantees and ensuring that all potential subapplicants are aware of available assistance for the submission of all documents necessary for grant award.

A.2 State Administrative Plan

The State Administrative Plan is a procedural guide that details how the Grantee will administer HMGP. Grantees must have a current Administrative Plan approved by FEMA before receiving HMGP funds. The State Administrative Plan may become an annex or chapter of the State's overall emergency response and operations plan or comprehensive mitigation program strategy. At a minimum, the State Administrative Plan must:

- ◆ Designate the State agency that will act as Grantee;
- ◆ Identify the SHMO;
- ◆ Identify staffing requirements and resources, including a procedure for expanding staff temporarily following a disaster, if necessary;

-
- ◆ Establish procedures to guide implementation activities, including Grantee management costs and distribution of subgrantee management costs; and
 - ◆ Comply with 44 CFR Section 206.437.

A.2.1 Designation of Grantee and SHMO

Typically, the agency designated to act as Grantee manages the State responsibilities for Federal and State disaster assistance and is responsible for meeting the mitigation planning requirement. Although a single agency may administer the funding, the Governor may establish an interagency mitigation team to manage the State mitigation program.

The SHMO is typically responsible for managing the State's mitigation program, coordinating the mitigation team, and developing as well as implementing the hazard mitigation plan. States often rely on staff from the emergency management agency or other State agencies to augment the staff of the SHMO following a disaster.

A.2.2 Staffing Requirements and the Mitigation Team

The State Administrative Plan should identify the positions and minimum number of personnel needed to implement HMGP. Key positions may include clerical, administrative, and financial management staff; program specialists to support mitigation planning and the implementation of mitigation activities and to conduct BCAs; and environmental planners. However, the organizational structure of the staff should remain flexible as it may be augmented as needed with emergency management agency staff, staff from other State agencies, or temporary staff or contractors hired to administer HMGP effectively. The State Administrative Plan should include a procedure for expanding staff resources and using HMGP management costs.

The mitigation team may include representatives of agencies involved with emergency management, natural resources, floodplain management, environmental issues and historic and archeological preservation, soil conservation, transportation, planning and zoning, housing and economic development, building regulations, infrastructure regulations or construction, public information, insurance, regional and local government, academia, business, and non-profit organizations. With the varied backgrounds and specialized expertise of members, the team creates interagency, interdisciplinary insight regarding risks and potential solutions. The interagency aspect of the team can diffuse political pressure on the Grantee agency and increase the availability of resources. The mitigation team may support the Grantee agency by:

- ◆ Developing a comprehensive mitigation strategy;
- ◆ Supporting development and implementation of the State Mitigation Plan;
- ◆ Communicating with local governments regarding State mitigation priorities;
- ◆ Building public and business/industry support for mitigation initiatives;

-
- ◆ Reviewing, assigning priority, and recommending mitigation actions for implementation; and
 - ◆ Seeking funding for implementation of mitigation measures.

A.2.3 Procedures to Guide Implementation Activities

The State Administrative Plan must establish procedures to:

- ◆ Identify and notify potential subapplicants of the availability of HMGP funding;
- ◆ Provide potential subapplicants information on the application process, program eligibility, and deadlines;
- ◆ Determine subapplicant eligibility;
- ◆ Provide information for environmental and floodplain management reviews in conformance with 44 CFR Parts 9 and 10;
- ◆ Process requests for advances of funds and reimbursements;
- ◆ Monitor and evaluate the progress and completion of funded mitigation activities;
- ◆ Review and approve cost overruns;
- ◆ Process appeals;
- ◆ Provide technical assistance as required to subgrantees;
- ◆ Comply with the administrative requirements of 44 CFR Parts 13 and 206;
- ◆ Comply with audit requirements of 44 CFR Section 13.26 and OMB Circular A-133; and
- ◆ Provide quarterly progress reports to FEMA on funded mitigation activities.

A.2.4 Sliding Scale

The maximum amount of HMGP funding available is calculated using a “sliding scale” formula based on a percentage of the estimated total Federal assistance under the Stafford Act, excluding administrative costs for each Presidential major disaster declaration. Applicants with a FEMA-approved State or Tribal Standard Mitigation Plan may receive:

- ◆ Up to 15 percent of the first \$2 billion of the estimated aggregate amount of disaster assistance;
- ◆ Up to 10 percent for the next portion of the estimated aggregate amount more than \$2 billion and up to \$10 billion; and
- ◆ Up to 7.5 percent for the next portion of the estimated aggregate amount more than \$10 billion and up to \$35.333 billion.

Applicants with a FEMA-approved State or Indian Tribal Enhanced Mitigation Plan are eligible for HMGP funding not to exceed 20 percent of the estimated total Federal assistance under the Stafford Act, up to \$35.333 billion of such assistance, excluding administrative costs authorized for the disaster.

A.2.5 Management Costs

The Grantee must amend its State Administrative Plan to include procedures for determining the reasonable amount or percentage of management costs that it will pass through to the subgrantee, as well as closeout and audit procedures before FEMA will obligate any management costs (see 44 CFR Sections 207.4(c) and 207.7(b)). The State will determine the amount, if any, of management costs it will pass through to the subgrantee. FEMA has not established any minimum for what constitutes a reasonable amount.

A.2.6 Submission and Approval Deadlines

A State may forward a new or updated State Administrative Plan to FEMA for approval at any time. A State should review and update their plan annually and must review and update it following a Presidential major disaster declaration if required to meet current policy guidance or changes to the administration of the program. If a review indicates that there will be no changes to the current State Administrative Plan, the Grantee should notify FEMA of this within 90 days of the disaster declaration.

A.3 HMGP Funding

FEMA will determine the funding it will make available for the HMGP by a lock-in, which will act as a ceiling for funds available to a Grantee, including its subgrantees. The level of HMGP funding available for a given disaster is based on a percentage of the estimated total Federal assistance under the Stafford Act, excluding administrative costs for each Presidential major disaster declaration, as described in 44 CFR Section 206.432(b) and [Part III, A](#) of this guidance.

An initial estimate will be provided within 35 days of the disaster declaration or soon thereafter, in conjunction with calculation of the preliminary lock-in amount(s) for management costs.

The 6-month estimate is no longer the floor or a guaranteed minimum funding for HMGP. The 12-month lock-in is the maximum amount available. Prior to 12 months, total obligations are

THE HMGP FINAL LOCK-IN

Because lock-in estimates are subject to change, FEMA will not obligate more than 75 percent of any estimate before the final lock-in is calculated.

Total State Management Cost (SMC)
(4.89% of Total Available HMGP):



Prior to 12 Months:

FEMA obligates up to 75 percent of
total HMGP funding separate from SMC



At 12 Months:

FEMA establishes the full HMGP ceiling
amount



At 18 Months:

For a catastrophic disaster, the final
lock-in amount { æ Å^ adjusted upon

limited to not more than **75 percent** of any current estimate, without the concurrence of the Regional Administrator or Federal Coordinating Officer (FCO) with Disaster Recovery Manager authority and the Office of the Chief Financial Officer (OCFO).

FEMA will establish the HMGP funding ceiling for each disaster at 12 months after the disaster declaration. This amount, also known as the “lock-in” value for HMGP, is the maximum that FEMA can obligate for eligible HMGP activities. The OCFO will continue to provide HMGP estimates prior to 12 months; however, these estimates will not represent a minimum or floor amount.

In rare circumstances, when a catastrophic disaster has resulted in major fluctuations of projected disaster costs, FEMA may, at the request of the Grantee, conduct an additional review 18 months after the disaster declaration. If the resulting review shows that the amount of funds available for HMGP is different than previously calculated, the final lock-in amount will be adjusted accordingly.

The Grantee must justify in writing to the Regional Administrator any requests to change the amount of the lock-in or perform subsequent reviews. The Regional Administrator will recommend to the Chief Financial Officer whether to approve the change. Changes to the lock-in will not be made without the approval of the Chief Financial Officer. The Chief Financial Officer may change the amount of the lock-in if it is determined that the projections used to determine the lock-in were inaccurate to such a degree that the change to the lock-in would be material, or for other reasons in his or her discretion that may reasonably warrant such changes. The Chief Financial Officer will not make such changes without consultation with the Grantee and the Regional Administrator.

A.4 HMGP Management Costs

The amounts, allowable uses, and procedures for HMGP management costs are established in 44 CFR Part 207. Examples of allowable management costs are listed in [Part IV, D.1.3](#). HMGP management costs will be provided at a rate of 4.89 percent of the HMGP ceiling. The Grantee, in its State Administrative Plan, will determine the amount, if any, of management costs it will pass through to the subgrantee (see [Part IX, A.2.5](#)). Management costs are provided outside of and separate from the HMGP ceiling amount. There is no additional cost-share requirement for HMGP management costs.

FEMA will establish the amount of funds that it will make available for management costs by a lock-in, which will act as a ceiling for management cost funds available to a Grantee, including its subgrantees. FEMA will determine, and provide to the Grantee, management cost lock-ins at 30 days (or soon thereafter), at 6 months, and at 12 months from the date of declaration, or upon the calculation of the final HMGP lock-in ceiling, whichever is later.

Upon receipt of the initial 30-day lock-in, Grantees may request that FEMA obligate 25 percent of the estimated lock-in amount(s) to the Grantee. No later than 120 days after the date of declaration, the Grantee must submit documentation to support costs and activities for which the projected lock-in for management cost funding will be used. In extraordinary circumstances, FEMA may approve a request by a Grantee to submit supporting documentation after 120 days.

FEMA will work with the Grantee to approve or reject the documentation submitted within 30 days of receipt. If the documentation is rejected, the Grantee will have 30 days to resubmit it for reconsideration and approval. FEMA will not obligate any additional management costs unless the Grantee's documentation is approved.

The documentation for management costs must include:

- ◆ A description of activities, personnel requirements, and other costs for which the Grantee will use the management cost funding provided under this part;
- ◆ The Grantee's plan for expending and monitoring the funds provided under this part and ensuring sufficient funds are budgeted for grant closeout; and
- ◆ An estimate of the percentage or amount of pass-through funds for management costs provided under this part that the Grantee will make available to subgrantees, and the basis, criteria, or formula for determining the subgrantee percentage or amount (e.g., number of projects, complexity of projects, etc.).

Upon receipt of the 6-month management costs lock-in, and if the Grantee can justify a bona fide need for additional management costs, the Grantee may submit a request to the Regional Administrator for an interim obligation. Any interim obligation must be approved by the Chief Financial Officer and will not exceed an amount equal to 10 percent of the 6-month lock-in amount, except in extraordinary circumstances.

The Grantee must justify in writing to the Regional Administrator any requests to change the amount of the lock-in or the cap, extend the time period before lock-in, or request an interim obligation of funding at the time of the 6-month lock-in adjustment. The Regional Administrator will recommend to the Chief Financial Officer whether to approve the extension, change, or interim obligation. Extensions, changes to the lock-in, or interim obligations will not be made without the approval of the Chief Financial Officer.

For additional information on HMGP management costs see 44 CFR Part 207.

A.5 Eligible Subapplicants

In addition to the eligible subapplicants described in [Part IV, A.1](#), PNP organizations may act as the subapplicant for HMGP. PNP organizations or institutions that own or operate a PNP facility are defined in 44 CFR Section 206.221(e). Each subapplication from a PNP must include either:

-
- ◆ An effective ruling letter from the IRS granting tax exemption under Section 501(c), (d), or (e) of the Internal Revenue Code of 1954, as amended; or
 - ◆ State certification, under State law, of non-profit status.

A qualified conservation organization, as defined at 44 CFR Section 80.3(h), is the only PNP organization eligible to apply for property acquisition and demolition or relocation projects.

A.6 Submission of HMGP Subapplications

The Grantee must submit all HMGP subapplications to FEMA within 12 months of the date of the disaster declaration. Upon written request and justification from the Grantee, FEMA may extend the application submission timeline in 30- to 90-day increments not to exceed a total extension of 180 days, in the event of extraordinary conditions. For additional information see 44 CFR Section 206.436. Additional time may be available based on meeting the criteria of the Stafford Act, Section 301. To qualify, the requestor must justify how the event for which the additional time is needed created the situation in which the Grantee cannot meet the regulatory administrative deadline.

Extensions beyond regulatory time limits will be considered on a case-by-case basis. Stafford Act Section 301 provides relief for the rare circumstance when the magnitude of the event for which the extension is requested prevents the Grantee from meeting program administrative requirements. The Grantee must make the request to the Flood Insurance and Mitigation Administration Associate Administrator by submitting through the Regional Administrator, or if there is a Joint Field Office submit through the FCO. The Regional Administrator or FCO will provide his or her comments or concurrence and forward the request. The maximum time available is 90 days. The request must describe the conditions that preclude the Grantee from meeting the administrative requirements and must include a summary of current status, planned actions to meet the extension, and any resources that may be required. FEMA will consider the request and will provide a decision within 30 days.

A.7 Grant Cost-share Requirements

HMGP grants are required to have at least a 25 percent non-Federal cost share.

The Grantee may choose to meet the cost-share requirement by ensuring a minimum 25 percent non-Federal share for the overall HMGP grant award, rather than on an individual activity basis. Grantees choosing this option should develop a cost-share strategy as part of their Administrative Plan for review and approval by FEMA.

If an Applicant chooses to fund individual projects with non-Federal cost shares below 25 percent, the Applicant must notify FEMA. If an Applicant intends to implement this approach, the State Administrative Plan must explain how the Applicant will:

- ◆ Apply this approach in a fair and impartial manner to all subapplications;

-
- ◆ Monitor the cost share for the overall grant throughout the POP; and
 - ◆ Address any cost-share shortfalls that may occur during the POP and at closeout.

If, at closeout, the non-Federal cost share of the grant is less than 25 percent of the total amount, FEMA will recoup the amount of Federal funds needed to bring the cost share into compliance.

A.8 Post-Disaster Code Enforcement Projects

HMGP will fund extraordinary post-disaster code enforcement costs. Extraordinary needs associated with enforcing local building codes during post-disaster reconstruction may include the performance of building department functions, such as building inspections, and the performance of Substantial Damage determinations under the NFIP.

A post-disaster code enforcement project may be funded through HMGP if:

- ◆ The Grantee assesses existing building code and/or zoning and land use management regulations and determines that they adequately address the identified natural hazard risks. The Grantee determines that the local community has adopted a building code consistent with a recent edition of the International Code Series, conforms to State-model or State-mandated building codes, and, if the local community participates in the NFIP, has local floodplain management measures in place that meet the minimum requirements for participation in the NFIP;
- ◆ The Grantee evaluates the building department and determines that its organization, funding, and enforcement and inspection processes are sufficient to ensure proper enforcement of all applicable laws and ordinances during normal operations; and
- ◆ The Grantee evaluates the building department and identifies deficiencies, and the local community agrees to address any deficiencies identified in this evaluation as a condition of receiving the subgrant. This agreement can be a simple statement attached to the evaluation and should include an implementation schedule that is mutually satisfactory to the Grantee, the subgrantee, and FEMA. The agreement should include an acknowledgment by the subgrantee that failure to meet the agreed upon implementation schedule can result in the loss of all current and/or future building department assistance used to support post-disaster operations.

The State's assessment can be accomplished through various mechanisms. Any assessment should include a discussion of the community's compliance with the NFIP. Suggested approaches include (but are not limited to):

- ◆ Employing a mutual-aid agreement among communities to use other local building officials;
- ◆ Entering into a contractual agreement with a State or regional government entity that is well versed in building codes and proper administration of a building department;

-
- ◆ Entering into a contractual agreement with one of the model building code organizations;
 - ◆ Employing building code experts temporarily;
 - ◆ Deploying FEMA mitigation staff knowledgeable of building codes and proper building department administration. Former local building officials can often provide the requisite knowledge; or
 - ◆ Requesting the Hazard Mitigation Technical Assistance Program.

HMGP funds only extraordinary post-disaster code enforcement costs. Extraordinary post-disaster code enforcement costs are the costs to ensure disaster-resistant codes are implemented during disaster reconstruction after normal costs of the building department are deducted. Costs might include staffing, equipment purchases, office rental, transportation, supplies, and similar expenses. Extraordinary costs equal disaster costs minus normal costs and cost of fees or fee waivers.

- ◆ Disaster costs can be determined by the payroll and office expenses during the period of assistance. If the subapplicant must purchase new equipment, only the equivalent rental cost of this equipment for the period of assistance is considered a disaster cost. The revenues generated by fees for inspections or permits, whether collected or not, must be deducted;
- ◆ Normal costs can be determined from a monthly average of payroll and office expenses during the most recent 12-month period that does not include Federal, State, or local disaster declarations; and
- ◆ If a community has already received Federal assistance for meeting emergency building inspection needs (such as determining habitability), these costs must be deducted in determining extraordinary costs.

A.9 Advance Assistance

Advance Assistance is authorized by the SRIA, which allows advancing up to 25 percent of the HMGP ceiling or \$10 million to Applicants, whichever is less. The purpose of Advance Assistance is to provide States and Tribes resources to develop mitigation strategies and obtain data to prioritize, select, and develop complete HMGP applications in a timely manner. FEMA expects States and Tribes that receive Advance Assistance to submit complete project applications up to or over the HMGP ceiling by the application deadline.

ADVANCE ASSISTANCE

FEMA may provide up to 25 percent (with a limit of \$10 million) of the amount of estimated HMGP costs to States and Indian Tribal governments in advance of incurring eligible costs.

FEMA expects States that receive Advance Assistance to submit complete project applications up to or over the available HMGP ceiling by the final HMGP project application deadline.

FEMA will continue to implement Advance Assistance on a pilot basis for any State or Indian Tribal government having a declaration with an open application period. Advance Assistance is not automatic. States and Tribes may request Advance Assistance by submitting an HMGP application form to the Regional Mitigation Division Director. The application must identify the proposed use of the funds, including costs in sufficient detail for each proposed activity and milestones for submitting completed HMGP applications to FEMA. Advance Assistance is subject to the HMGP cost-share requirements and SFM (i.e., FEMA will not obligate funds until the State has an immediate need for the funds). Advance Assistance is part of the HMGP ceiling amount.

States may use Advance Assistance for the following activities:

- ◆ Obtain staff or resources to develop a cost-share strategy and identify potential match funding;
- ◆ Evaluate facilities or areas to determine appropriate mitigation actions;
- ◆ Incorporate environmental considerations early into program decisions;
- ◆ Collect data for BCAs, environmental compliance and other program requirements;
- ◆ Scope and prioritize hazard mitigation projects (including State coordination of local projects) to incorporate sustainability, resilience, and renewable building concepts;
- ◆ Develop hazard mitigation projects, including engineering design and feasibility actions;
- ◆ Incorporate SFM principles into mitigation project work schedules and budgets that will facilitate compliance with the legislative requirement to expend obligated funds within 24 months;
- ◆ Conduct meetings, outreach, and coordination with potential subapplicants and community residents to identify potential participants for property acquisition and demolition or relocation projects;
- ◆ Conduct engineering design and feasibility studies for larger or complex community drainage projects or critical facility retrofits (such as for phased projects);
- ◆ Conduct hydrologic and hydraulic studies for unmapped flood zones or Approximate A Zone areas where communities propose to submit hazard mitigation projects;
- ◆ Perform professional cost estimation services to aid consistency in project budgeting across subapplications;
- ◆ Rectify data consistency needs for other project application categories, such as EHP, cost sharing mechanisms, and work schedules; and
- ◆ Complete necessary documents for deed restricting properties such as acknowledgement of voluntary participation, or Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds for property acquisition projects.

Requirements and Deliverables Associated with Advance Assistance and Resulting HMGP Applications may include:

- ◆ Documentation of Advance Assistance Accomplishments: Applicants must submit documentation to FEMA to support that they accomplished all activities listed in their Advance Assistance application.
- ◆ Submission of Projects up to the HMGP Ceiling: FEMA expects States that receive Advance Assistance to submit complete project applications up to or over the available HMGP ceiling by the final HMGP project application deadline.
- ◆ Accounting for Use of Advance Assistance Funds: For accounting and audit purposes, the State must submit sufficient financial detail to demonstrate that no costs claimed under Advance Assistance are duplicated in subsequent HMGP project applications or in State Management Cost budgets.
- ◆ Documentation of Environmental Considerations: The Applicant must document that effects to environmental and historic resources were considered early in the planning and project scoping processes. This requirement is in addition to ensuring environmental compliance.

For additional information on Advance Assistance, please see [Appendix L](#), Advance Assistance Optional Application.

A.10 Phased Projects

In general, sufficient technical information is provided by the Applicant or subapplicant to allow FEMA to make an eligibility determination on a subapplication. The costs to obtain this information are generally eligible as pre-award costs (See [Part V, F.2](#) for more information). However, in rare circumstances it is beyond the subapplicant's technical and financial resources to provide the complete technical information required for a full eligibility or environmental review of a complex project. The Applicant and FEMA may provide technical assistance to the subapplicant to develop this complete body of technical data by approving a subapplication to complete a Phase I design, engineering, environmental, or feasibility study. The Phase I study provides FEMA with a technical body of information mutually concurred on by the subapplicant, the Applicant, and FEMA to determine project eligibility. If the results of the Phase I review indicate that the project meets HMGP requirements, the project would then be eligible for funding for construction under a Phase II approval. Phase I study funding is part of the project's total estimated cost, and is subject to HMGP cost-share requirements.

The use of a Phase I study should be limited to complex projects that require technical or environmental data beyond the scope of that generally required for a typical HMGP project. The following provides guidelines and outlines the process for selecting projects for Phase I/Phase II project approval.

A.10.1 Pre-Screening Process

The project must meet the following pre-screening criteria for a conditional Phase I approval in the following sequence:

- ◆ State or Indian Tribal (Standard or Enhanced) Mitigation Plan – The proposed project must be in conformance with the State or Tribal (Standard or Enhanced) Mitigation Plan;
- ◆ Justification for Selection of the Proposed Project – Justification must be provided for the selection of the proposed solution after consideration of a range of options;
- ◆ Potential Cost-effectiveness – The project demonstrates potential cost-effectiveness based on a preliminary assessment of anticipated project benefits and cost. The subapplicant must be aware that this preliminary assessment is solely for the purpose of the Phase I pre-screening process and is not the final cost-effectiveness determination;
- ◆ EHP Review – Initial environmental review to identify major EHP compliance issues. The Phase I study is categorically excluded from NEPA review; and
- ◆ Hydrologic and Hydraulic or Other Relevant Technical Data – The subapplicant provides available hydrologic and hydraulic data based on existing models and other relevant technical data, as appropriate.

A.10.2 Phase I Conditional Approval

The Applicant and FEMA may approve projects meeting the above pre-screening requirements for technical assistance under a Phase I conditional approval. FEMA and the Applicant will coordinate closely to ensure mutual concurrence on all data and technical information as the Phase I technical review process proceeds. The sequence for the process is as follows:

- ◆ Hydrologic and Hydraulic or Other Relevant Technical Data – If appropriate, the Applicant and FEMA will review the hydrologic and hydraulic or other technical data provided by the subapplicant;
- ◆ Preliminary Engineering Design – Based upon the technical data, the subapplicant develops a preliminary engineering design and layout and cost estimates with ad-hoc technical assistance from the Applicant and FEMA;
- ◆ EO 11988 – If applicable, based upon the technical data and revised engineering design, the project must demonstrate compliance with floodplain management requirements under this EO. If a FIRM amendment or revision will be necessary, the Applicant and FEMA will provide the subapplicant with technical assistance to meet this requirement;
- ◆ Refinement of the Cost-Effectiveness Assessment – Based upon the revised design and cost estimates, the Applicant and FEMA will refine the preliminary assessment of cost-effectiveness conducted in the Phase I pre-screening process. This will result in a final

BCR to evaluate the project's cost-effectiveness, which will include all the project costs including Phase I; and

- ◆ EHP Review – The Applicant and FEMA will conduct a review of the revised project design to ensure EHP compliance. The project will meet EHP requirements before Phase II approval.

A.10.3 Phase II Approval-Construction Process

If the project is determined to be eligible, technically feasible, cost-effective, and compliant with EHP requirements under the Phase I technical review, the project may then be approved for construction under Phase II.

A.11 The 5 Percent Initiative

Some mitigation activities are difficult to evaluate using FEMA-approved cost-effectiveness methodologies. Up to 5 percent of the total HMGP funds may be set aside by the Grantee to pay for such activities. These funds are not eligible to be used in situations where the mitigation activities can be evaluated under FEMA-approved cost-effectiveness methodologies but do not meet the required BCA threshold.

To be eligible for the 5 Percent Initiative, activities must:

- ◆ Be difficult to evaluate against traditional program cost-effectiveness criteria;
- ◆ Comply with all applicable HMGP eligibility criteria as well as with Federal, State, and local laws and ordinances;
- ◆ Be consistent with the goals and objectives of the State or Indian Tribal (Standard or Enhanced) and local or Tribal mitigation plans; and
- ◆ Be submitted for review with a narrative that indicates that there is a reasonable expectation that future damage or loss of life or injury will be reduced or prevented by the activity.

Activities that might be funded under the 5 Percent Initiative include:

- ◆ The use, evaluation, and application of new, unproven mitigation techniques, technologies, methods, procedures, or products;
- ◆ Equipment and systems for the purpose of warning citizens of impending hazards;
- ◆ Purchase of generators or related equipment, such as generator hook-ups;
- ◆ Hazard identification or mapping and related equipment for the implementation of mitigation activities;
- ◆ GIS software, hardware, and data acquisition whose primary aim is mitigation;

-
- ◆ Public awareness or education campaigns about mitigation; and
 - ◆ Evaluation of model building codes in support of future adoption and/or implementation.

A.11.1 Availability of Additional Funds for Tornado Mitigation

FEMA allows increasing the 5 Percent Initiative amount up to 10 percent for a Presidential major disaster declaration for tornadoes and high winds at the discretion of the Grantee. The increased initiative funding can be used for activities that address the unique hazards posed by tornadoes. To qualify for this funding, the Grantee must, in its State or Indian Tribal (Standard or Enhanced) Mitigation Plan, or other comprehensive plan, address warning of citizens (ensuring 90 percent coverage), further the safe room concept in construction or rehabilitation of residences or commercial structures, and address sheltering in mobile home parks. The plan, also, must explain how the Grantee will implement an ongoing public education program so that citizens are aware of warning systems and their meaning and the availability of in-home shelter designs. Similar information should be included in the subgrantee's local or Indian Tribal mitigation plan.

A.12 Appeal Process

An eligible subapplicant, subgrantee, or Grantee may appeal any FEMA determination regarding subapplications or applications submitted for funding under HMGP. FEMA will only consider appeals in writing that contain documentation that justifies the request for reconsideration. The appeal should specify the monetary figure in dispute and the provisions in Federal law, regulation, or policy with which the appellant believes the initial action was inconsistent.

Whether the appeal is originated by the Grantee or by a subapplicant/subgrantee, the appeal must be submitted in writing to the Regional Administrator by the Grantee. The Regional Administrator is the decision-maker on first appeals. If there is an appeal of the Regional Administrator's decision on any first appeal, the Assistant Administrator for Mitigation is the decision-maker for the second appeal. In some cases the appeal may involve highly technical issues. In these cases, FEMA may consult independent scientific or technical experts on the subject under appeal.

Appellants must make appeals within 60 days after receipt of a notice of the action that is being appealed. The Grantee must forward any appeal from a subapplicant/subgrantee with a written recommendation to the Regional Administrator within 60 days of receipt. Within 90 days following the receipt of an appeal, FEMA will notify the Grantee in writing of the disposition of the appeal or of the need for additional information.

If additional information is needed, FEMA will determine a date by which the information must be provided. Within 90 days following the receipt of the requested additional information (or 90 days after the information was due), FEMA will notify the Grantee in writing of the disposition of the appeal.

FEMA will provide its decision to the Grantee in writing. If the decision is to grant the appeal, the Regional Administrator will take the appropriate action.

Additional information regarding appeals can be found at 44 CFR Section 206.440.

B. Pre-Disaster Mitigation Program

Most of the information that an Applicant or subapplicant needs to apply for a PDM award or that a Grantee or subgrantee needs to manage a PDM award is provided in Parts I through VIII, and Part X. This section contains supplemental guidance specific to the PDM Program.

B.1 Allocation

FEMA will allocate funds for eligible projects to States and Territories consistent with applicable, statutory base and/or maximum allocations in the authorizing and appropriation laws. FEMA will administer the program as directed by Congress.

B.2 Small Impoverished Communities

Grants awarded to small impoverished communities may receive a Federal cost share of up to 90 percent of the total amount approved under the grant award to implement eligible approved activities in accordance with the Stafford Act. A small impoverished community must:

- ◆ Be a community of 3,000 or fewer individuals identified by the State as a rural community that is not a remote area within the corporate boundaries of a larger city;
- ◆ Be economically disadvantaged, with residents having an average per capita annual income not exceeding 80 percent of the national per capita income, based on best available data. For the most current information, go to <http://www.bea.gov>;
- ◆ Have a local unemployment rate that exceeds by 1 percentage point or more the most recently reported, average yearly national unemployment rate. For the most current information, go to <http://www.bls.gov/eag/eag.us.htm>; and
- ◆ Meet other criteria required by the Applicant in which the community is located.

Applicants must certify and provide documentation of the community status with the appropriate subapplication to justify the 90 percent cost share. If documentation is not submitted with the subapplication, FEMA will provide no more than the standard 75 percent of the total eligible costs.

B.3 Information Dissemination

Under the PDM Program, subapplicants may include eligible information dissemination activities in their project or planning subapplication. Eligible information dissemination activities include public awareness and education (brochures, workshops, videos, etc.) that directly relate to the eligible mitigation activity proposed in the subapplication. Information dissemination activities are limited to a maximum of 10 percent of the total cost of a subapplication.

B.4 Applicant Ranking of Subapplications

Applicants must rank each subapplication included in their grant application in order of their priority for funding. Each subapplication must be assigned a unique rank in *eGrants*. Applicants must provide an explanation for the rank given to each subapplication and demonstrate how it is consistent with their State or Tribal (Standard or Enhanced) Mitigation Plan.

B.5 Selection

FEMA will identify subapplications for further review based on Applicant rank. FEMA may identify a subapplication for further review out of rank order based on considerations such as program priorities, available funds, and policy factors.

FEMA will notify Applicants whose subapplications are identified for further review; however, this notification and conducting FEMA-requested pre-award activities are not considered notification or guarantee of a grant award.

C. Flood Mitigation Assistance Program

Most of the information that an Applicant or subapplicant needs to apply for an FMA award or that a Grantee or subgrantee needs to manage an FMA award is provided in Parts I through VII, and Part IX. This section contains supplemental guidance specific to FMA.

C.1 Eligible Properties

Properties included in a project subapplication for FMA funding must be NFIP-insured at the time of the application submittal. Flood insurance must be maintained through completion of the mitigation activity and for the life of the structure.

Residential or non-residential properties currently insured with the NFIP are eligible to receive FMA funds. In order to receive an increased Federal cost share, properties must meet one of the definitions below (consistent with the legislative changes made in the Biggert-Waters Flood Insurance Reform Act of 2012):

- ◆ **A severe repetitive loss property** is a structure that:
 - (a) Is covered under a contract for flood insurance made available under the NFIP; and
 - (b) Has incurred flood related damage –
 - (i) For which 4 or more separate claims payments have been made under flood insurance coverage with the amount of each such claim exceeding \$5,000, and with the cumulative amount of such claims payments exceeding \$20,000; or
 - (ii) For which at least 2 separate claims payments have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the insured structure.
- ◆ **A repetitive loss property** is a structure covered by a contract for flood insurance made available under the NFIP that:
 - (a) Has incurred flood-related damage on 2 occasions, in which the cost of the repair, on the average, equaled or exceeded 25 percent of the market value of the structure at the time of each such flood event; and
 - (b) At the time of the second incidence of flood-related damage, the contract for flood insurance contains increased cost of compliance coverage.

C.2 Repetitive Loss Strategy

To be eligible for an increased Federal cost share, a FEMA-approved State or Tribal (Standard or Enhanced) Mitigation Plan that addresses repetitive loss properties must be in effect at the time of grant award and the property that is being submitted for consideration must be a repetitive loss property. Guidance on addressing repetitive loss properties can be found in the *State Multi-Hazard Mitigation Planning Guidance* and in 44 CFR Section 201.4(c)(3)(v). The Repetitive

Loss Strategy must identify the specific actions the State has taken to reduce the number of repetitive loss properties, which must include severe repetitive loss properties, and specify how the State intends to reduce the number of such repetitive loss properties. In addition, the hazard mitigation plan must describe the State's strategy to ensure that local jurisdictions with severe repetitive loss properties take actions to reduce the number of these properties, including the development of local or Tribal mitigation plans. For information about the Repetitive Loss Database, see [Part VII, D.2.1](#).

C.3 Cost Sharing

Consistent with the legislative changes made in the Biggert-Waters Flood Insurance Reform Act of 2012, cost-share availability under the FMA program depends on the type of properties included in the grant. For example, severe repetitive loss properties may receive up to 100 percent Federal funding and repetitive loss properties may receive up to 90 percent.

- ◆ In the case of mitigation activities to severe repetitive loss structures:
 - FEMA may contribute up to 100 percent Federal funding of all eligible costs, if the activities are technically feasible and cost-effective; or
 - The expected savings to the NFIF from expected avoided damages through acquisition or relocation activities, if the activities will eliminate future payments from the NFIF for severe repetitive loss structures through an acquisition or relocation activity.
- ◆ In the case of mitigation activities to repetitive loss structures, FEMA may contribute up to 90 percent Federal funding of all eligible costs.
- ◆ In the case of all other mitigation activities, FEMA may contribute up to 75 percent Federal funding of all eligible costs.

Structures with varying cost-share requirements can be submitted in one application. Applicants must provide documentation in the project application showing how the final cost share was derived. The final cost share will be entered into the *eGrants* system and documentation showing how the final cost share was derived must be attached to the application.

C.4 Applicant Ranking of Subapplications

Applicants must rank each subapplication included in their grant application in order of priority for funding. Each subapplication must be assigned a unique rank in *eGrants*. Applicants must provide an explanation for the rank given to each subapplication and demonstrate how it is consistent with their State or Tribal (Standard or Enhanced) Mitigation Plan.

C.5 Selection

FEMA will identify subapplications for further review based on a number of criteria, including but not limited to: savings to the NFIF, applicant rank, and property status (e.g., repetitive loss

property, severe repetitive loss property). FEMA also may identify a subapplication for further review out of rank order based on considerations such as program priorities, available funds, and other factors.

FEMA will notify Applicants whose subapplications are identified for further review; however, this notification and conducting FEMA-requested pre-award activities are not considered notification or guarantee of a grant award.

PART X. APPENDICES

A. Acronyms

ABFE	Advisory Base Flood Elevation
ADA	Americans with Disabilities Act
ADR	Alternative Dispute Resolution
ASCE	American Society of Civil Engineers
BCA	Benefit-Cost Analysis
BCR	Benefit-Cost Ratio
BFE	Base Flood Elevation
BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
CBRA	Coastal Barrier Resource Act
CBRS	Coastal Barrier Resource System
CDBG	Community Development Block Grant
CFDA	Catalog of Federal Domestic Assistance
CFR	Code of Federal Regulations
CRS	Community Rating System
DHS	Department of Homeland Security
DOB	Duplication of Benefits
DOI	Department of the Interior
DOP	Duplication of Programs
DOT	Department of Transportation
eGrants	Electronic Grants
EHP	Environmental Planning and Historic Preservation
EO	Executive Order
EOC	Emergency Operations Center
EPA	U.S. Environmental Protection Agency
ESA	Endangered Species Act
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration

FIMA	Flood Insurance and Mitigation Administration
FIRM	Flood Insurance Rate Map
FIS	Flood Insurance Study
FMA	Flood Mitigation Assistance
FY	Fiscal Year
GAR	Governor’s Authorized Representative
GIS	Geographic Information System
GSTF	Greatest Savings to the Fund
Hazus	Hazards United States
HMA	Hazard Mitigation Assistance
HMGP	Hazard Mitigation Grant Program
HUD	U.S. Department of Housing and Urban Development
HVAC	Heating, Ventilation, and Air Conditioning
IBC	International Building Code
ICC	Increased Cost of Compliance
IRS	Internal Revenue Service
ITP	Independent Third Party
NAP	Non-Insured Crop Disaster Assistance Program
NEMIS	National Emergency Management Information System
NEPA	National Environmental Policy Act
NFIA	National Flood Insurance Act
NFIF	National Flood Insurance Fund
NFIP	National Flood Insurance Program
NFPA	National Fire Protection Association
NHPA	National Historic Preservation Act
NOAA	National Oceanic and Atmospheric Administration
NPS	National Park Service
NRCS	Natural Resources Conservation Service
O&M	Operations and Maintenance
OMB	Office of Management and Budget
OPA	Otherwise Protected Area
PARS	Payment and Reporting System

PDM	Pre-Disaster Mitigation
PNP	Private Non-profit
POC	Point of Contact
POP	Period of Performance
SBA	Small Business Administration
SEI	Structural Engineering Institute
SF	Standard Form
SFHA	Special Flood Hazard Area
SFM	Strategic Funds Management
SHMO	State Hazard Mitigation Officer
SOW	Scope of Work
SRIA	Sandy Recovery Improvement Act of 2013
Stafford Act	Robert T. Stafford Disaster Relief and Emergency Assistance Act
TB	Technical Bulletin
URA	Uniform Relocation Assistance and Real Property Acquisition Act of 1970
USACE	U.S. Army Corps of Engineers
U.S.C.	United States Code
USDA	U.S. Department of Agriculture
USFA	U.S. Fire Administration
USFS	U.S. Forest Service
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
WUI	Wildland-Urban Interface Area

B. Glossary

Applicant: The entity, such as a State, Territory, or Indian Tribal government, applying to FEMA for a grant that will be accountable for the use of the funds. Once grant funds are awarded, the Applicant becomes the “Grantee.”

Base Flood: A flood having a 1 percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE): The elevation shown on the Flood Insurance Rate Map (FIRM) for Zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, V1–V30, and VE that indicates the water surface elevation resulting from a flood that has a 1 percent chance of equaling or exceeding that level in any given year.

Benefit-Cost Analysis (BCA): A quantitative procedure that assesses the cost-effectiveness of a hazard mitigation measure by taking a long-term view of avoided future damages as compared to the cost of a project.

Benefit-Cost Ratio (BCR): A numerical expression of the cost-effectiveness of a project calculated as the net present value of total project benefits divided by the net present value of total project costs.

Biomass: Biological material derived from living, or recently living organisms.

Building: A structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site; a manufactured home or a mobile home without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community’s floodplain management and building ordinances or laws. “Building” does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, or other similar vehicle.

Clean-site certification: A letter from the appropriate local, State, Indian Tribal, or Federal entity determining that no further remedial action is required to protect human health or the environment.

Coastal Barrier Resource System (CBRS): A geographic unit designated to serve as a protective barrier against forces of wind and tidal action caused by coastal storms and serving as habitat for aquatic species. Congress restricted Federal spending and assistance for development-related activities within CBRS units to protect them from further development. Federal flood insurance is unavailable in these areas. CBRS units are identified on FEMA FIRMs.

Coastal High Hazard Area: An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources.

Combustible material: Any material that, in the form in which it is used and under the conditions anticipated, will ignite and burn or will add appreciable heat to an ambient fire.

Community Rating System (CRS): A program developed by FEMA to provide incentives for those communities in the NFIP that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Cost-effectiveness: Determined by a systematic quantitative method for comparing the costs of alternative means of achieving the same stream of benefits for a given objective. The benefits in the context of hazard mitigation are avoided future damages and losses. Cost-effectiveness is determined by performing a BCA.

Cost share: The portion of the costs of a federally assisted project or program not borne by the Federal Government.

Defensible space: An area that is either natural or manmade, where material capable of allowing a fire to spread unchecked has been treated, cleared, or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire-suppression operations to occur.

Dwelling: A building designed for use as a residence for no more than four families or a single-family unit in a building under a condominium form of ownership.

Elevated Building: A building that has no basement and a lowest floor that is elevated to or above the BFE by foundation walls, shear walls, posts, piers, pilings, or columns. Solid perimeter foundations walls are not an acceptable means of elevating buildings in Zones V and VE.

Environmental Benefits: Environmental benefits are direct or indirect contributions that ecosystems make to the environment and human populations. For FEMA BCA, certain types of environmental benefits may be realized when homes are removed and land is returned to open space uses. Benefits may include flood hazard reduction; an increase in recreation and tourism; enhanced aesthetic value; and improved erosion control, air quality, and water filtration.

Equipment: Tangible, nonexpendable, personal property having a useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided such definition would at least include all equipment defined above.

Federal Agency: Any department, independent establishment, Government corporation, or other agency of the executive branch of the Federal Government, including the U.S. Postal Service, but not the American National Red Cross.

Federal Cognizant Agency: The Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed on behalf of all Federal agencies. The OMB publishes a list of Federal Cognizant Agencies.

Firebreak: a strip of cleared land that provides a gap in vegetation or other combustible material that is expected to slow or stop the progress of a wildfire.

Fire-proofing: Removal or treatment of fuels to reduce the danger of fires igniting or spreading. (e.g., fire-proofing roadsides, campsites, structural timber).

Fire-resistant material: Material that has a property that prevents or retards the passage of excessive heat, hot gases, or flames under conditions of use.

Fire retardant: A chemical applied to lumber or other wood products to slow combustion and flame spread.

Fire Severity Zone: Three concentric zones around a building used to determine the most effective design for defensible space.

Flammability: The relative ease with which fuels ignite and burn regardless of the quantity of the fuels.

Flood Insurance Rate Map (FIRM): Official map of a community on which FEMA has delineated both the special hazard areas and the risk premium zones applicable to the community.

Floodplain: Any land area that FEMA has determined has at least a 1 percent chance in any given year of being inundated by floodwaters from any source.

Floodplain Management: The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to, emergency preparedness plans, flood control works, and floodplain management regulations.

Floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Communities regulate development in these floodways to ensure that there are no increases in upstream flood elevations.

Freeboard: Freeboard is a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Fuel break: A natural or manmade change in fuel characteristics that affects fire behavior so that fires burning into them can be more readily controlled.

Fuel condition: Relative flammability of fuel as determined by fuel type and environmental conditions.

Governor’s Authorized Representative (GAR): The individual, designated by the Governor, who serves as the grant administrator for all funds provided under HMGP; the person empowered by the Governor to execute, on behalf of the State, all necessary documents for disaster assistance.

Grant: An award of financial assistance for a specified purpose by the Federal government to an eligible Grantee.

Grantee: The entity, such as a State, Territory, or Indian Tribal government to which a grant is awarded and that is accountable for the use of the funds provided. The Grantee is the entire legal entity even if only a particular component of the entity is designated in the grant award document.

Green Open Space: Green open space is land that does not directly touch a natural body of water, such as a river, lake, stream, creek, or coastal body of water.

Hazardous fuels reduction: An area strategically located in relation to predicted fire hazard and occurrence where the vegetation has been permanently modified or replaced so that fires burning into it can be more easily controlled (e.g., vegetation management activities).

Hazard mitigation planning: A process used by governments to identify risks, assess vulnerabilities, and develop long-term strategies for protecting people and property from the effects of future natural hazard events.

HMGP Lock-In Ceiling: The level of HMGP funding available to a Grantee for a particular Presidential major disaster declaration.

Identified for Further Review: Subapplications identified for further review contain sufficient information for a preliminary determination of cost-effectiveness and feasibility. In certain instances, FEMA may work with Applicants to confirm cost-effectiveness and feasibility. Identification for further review is not a notification of award.

Ignition-resistant construction: Construction standards based on use of fire-resistant materials, non-combustible materials, and 1-hour fire-rated assemblies.

Increased Cost of Compliance: Coverage for expenses a property owner must incur, above and beyond the cost to repair the physical damage the structure actually sustained from a flooding event, to comply with mitigation requirements of State or local floodplain management ordinances or laws; acceptable mitigation measures are structure elevation, dry floodproofing, structure relocation, structure demolition, or any combination thereof.

Indian Tribal Government: A federally recognized governing body of an Indian or Alaska Native Tribe, band, nation, pueblo, village, or community that the Secretary of the Interior acknowledges to exist as an Indian Tribe under the Federally Recognized Tribe List Act of 1994, 25 U.S.C. 479a. This does not include Alaska Native corporations, the ownership of which is vested in private individuals.

Indirect cost: Cost that is incurred by a Grantee for a common or joint purpose benefitting more than one cost objective that is not readily assignable to the cost objectives specifically benefited.

Indirect cost rate: Percentage established by a Federal department or agency for a Grantee to use in computing the dollar amount it charges to the grant to reimburse itself for indirect costs incurred in doing the work of the grant activity.

Management costs: Any indirect costs, administrative expenses, and any other expenses not directly chargeable to a specific project that are reasonably incurred by a Grantee or subgrantee in administering and managing a grant or subgrant award. For HMGP, management cost funding is provided outside of Federal assistance limits defined at 44 CFR Section 206.432(b).

Manufactured (Mobile) home: A structure, transportable in one or more sections that is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities.

Mitigation: Any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event.

Mitigation activity: A mitigation measure, project, plan, or action proposed to reduce risk of future damage, hardship, loss, or suffering from disasters. The term “measure” is used interchangeably with the term “project” in this program.

National Flood Insurance Program (NFIP): Provides the availability of flood insurance in exchange for the adoption of a minimum local floodplain management ordinance that regulates new and Substantially Improved development in identified flood hazard areas.

Non-combustible material: Material of which no part will ignite and burn when subjected to fire, such as any material conforming to ASTM E 136.

Nonflammable: Material unlikely to burn when exposed to flame under most conditions.

Non-Federal funds: Financial resources provided by sources other than the Federal Government. The term does not include funds provided to a State or local government through a Federal grant unless the authorizing statute for that grant explicitly allows the funds to be used as cost share for other Federal grants.

Non-Residential structure: Includes, but is not limited to small business concerns, places of worship, schools, farm buildings (including grain bins and silos), pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, hotels and motels with normal room rentals for less than 6 months' duration, and nursing homes.

Office of Environmental Planning and Historic Preservation: Integrates the protection and enhancement of environmental, historic, and cultural resources into the FEMA mission and FEMA programs and activities; ensures that FEMA activities and programs related to disaster response and recovery, hazard mitigation, and emergency preparedness comply with Federal environmental and historic preservation (EHP) laws and Executive orders; and provides EHP technical assistance to FEMA staff, local, State, and Federal partners, and Grantees and subgrantees.

Otherwise Protected Areas (OPAs): Designation created by the Coastal Barrier Improvement Act. Flood insurance is restricted in OPAs even though they are not in the CBRS and may receive other forms of Federal assistance. OPAs are identified on FEMA FIRMs.

Period of Performance (POP): The period of time during which the Grantee is expected to complete the grant activities and to incur and expend approved funds.

Pile burning: Piling removed vegetation into manageable piles and burning the individual piles during safe and approved burning conditions.

Post-FIRM Building: A building for which construction or Substantial Improvement occurred after December 31, 1974, or on or after the effective date of an initial FIRM, whichever is later.

Practicable: An action that is capable of being done within existing constraints. The test of what is practicable depends upon the situation and includes consideration of all pertinent factors, such as environment, cost, and technology.

Pre-FIRM Building: A building for which construction or Substantial Improvement occurred on or before December 31, 1974, or before the effective date of an initial FIRM.

Prescribed burning: The deliberate and managed use of fire ignited by management actions to meet specific fuels management objectives.

Presidential Major Disaster: Any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under the Stafford Act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Private non-profit (PNP): Any non-governmental agency or entity that currently has: (i) an effective ruling letter from the Internal Revenue Service granting tax exemption under section 501(c), (d), or (e) of the Internal Revenue Code of 1954; or (ii) satisfactory evidence from the State that the organization or entity is a non-profit one organized or doing business under State law.

Project: Any mitigation measure or action proposed to reduce risk of future damage, hardship, loss, or suffering from disasters.

Public Assistance: Supplementary Federal assistance provided under the Stafford Act to State and local governments or certain PNP organizations other than assistance for the direct benefit of individuals and families. For further information, see 44 CFR Part 206, Subparts G and H. Fire Management Assistance Grants under section 420 of the Stafford Act are also considered Public Assistance.

Replacement cost value: The cost to replace property with materials of like kind and quality, without any deduction for depreciation.

Riparian Area: The land that directly abuts a natural body of water, such as a river, lake, stream, creek, or coastal body of water.

Slash: The accumulation of vegetative materials such as tops, limbs, branches, brush, and miscellaneous residue results from forest management activities such as thinning, pruning, timber harvesting, and wildfire hazard mitigation.

Special Flood Hazard Area (SFHA): The land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. An area having special flood, mudflow, or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or a FIRM as Zone A, AO, A1–A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1–A30, V1–V30, VE, or V.

State Hazard Mitigation Officer (SHMO): The representative of a State government who is the primary point of contact with FEMA, other Federal agencies, and local units of government in the planning and implementation of pre- and post-disaster mitigation activities.

Structural fire protection: The protection of homes or other buildings from wildland fire.

Subapplicant: The entity, such as a community/local government, Tribal government, or PNP, that submits a subapplication for FEMA assistance to the Applicant. Once funding is awarded, the subapplicant becomes the “subgrantee.”

Subgrant: An award of financial assistance under a grant by a Grantee to an eligible subgrantee.

Subgrantee: The entity, such as a community/local government, Tribal government, or PNP to which a subgrant is awarded and who is accountable to the Grantee for the use of the funds provided.

Substantial Damage: Damage of any origin sustained by a building whereby the cost of restoring the building to its before-damaged condition would equal or exceed 50 percent of the market value of the building before the damage occurred.

Wildfire: An uncontrolled fire spreading through vegetative fuels, exposing and possibly consuming structures.

Wildland-Urban Interface Area: That geographical area where structures and other human development meet or intermingle with wildland or vegetative fuels.

All terms not listed above are used consistent with the term definitions used in 44 CFR unless otherwise specified.

C. Additional Resources

Description	Web Link or Contact Information
1. NFIP Resources	
National Flood Insurance Program	http://www.floodsmart.gov
Floodplain Management	http://www.fema.gov/national-flood-insurance-program
Map Service Center	http://msc.fema.gov Telephone: (877) FEMA-MAP (336-2627)
FIRMs	http://www.fema.gov/national-flood-insurance-program-1/flood-insurance-rate-map-firm
ABFEs	Mississippi: http://www.fema.gov/news-release/abfes-are-best-resources-mississippians-rebuilding-now Louisiana: http://www.fema.gov/news-release/2006/02/06/post-katrina-policy-building-elevations
Flood Insurance Studies	http://www.fema.gov/national-flood-insurance-program-2/flood-insurance-study-fis
FEMA Form AW-501	http://www.fema.gov/national-flood-insurance-program-1/mitigated-properties-updates
2. Mitigation Planning and Risk Assessment Resources	
Hazard Mitigation Planning Overview	http://www.fema.gov/hazard-mitigation-planning-overview
Local Mitigation Planning Handbook (FR302-094-1)	http://www.fema.gov/library/viewRecord.do?id=7209
Local Mitigation Plan Review Guide	http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4859
Mitigation Planning Guidance	http://www.fema.gov/mitigation-planning-laws-regulations-guidance
Mitigation Planning Policies	http://www.fema.gov/mitigation-planning-laws-regulations-guidance
Mitigation Ideas: A Resource for Reducing Risk to Natural Hazards	http://www.fema.gov/library/viewRecord.do?id=6938
Integrating Hazard Mitigation Into Local Planning: Case Studies and Tools for Community Officials	http://www.fema.gov/library/viewRecord.do?id=7130
Mitigation Planning How-To Guides (FEMA)	http://www.fema.gov/hazard-mitigation-planning-resources
Hazard Mitigation Planning Risk Assessment	http://www.fema.gov/hazard-mitigation-planning-risk-assessment
IS-318: Mitigation Planning for Local and Tribal Communities	http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-318
IS-328: Plan Review for Local Mitigation Plans	http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=IS-328
Hazus	http://www.fema.gov/hazus
USGS National Map	http://nationalmap.gov/
USGS Natural Hazards Gateway	http://www.usgs.gov/natural_hazards/

Description	Web Link or Contact Information
3. Benefit-Cost Analysis Resources	
BCA Software and Helpline	Telephone: (866) 222-3580 Email: bchelp@fema.dhs.gov
BCA Overview	http://www.fema.gov/benefit-cost-analysis
BCA Policies	http://www.fema.gov/benefit-cost-analysis
4. Feasibility and Effectiveness Resources	
Engineering Helpline	Telephone: (866) 222-3580 Email: enghelpline@fema.dhs.gov
Engineering Case Studies	http://www.fema.gov/grant-applicant-resources
Property Acquisition Projects	http://www.fema.gov/library/viewRecord.do?id=1861
Structure Elevation Projects	http://www.fema.gov/library/viewRecord.do?id=1862
Minor Localized Flood Reduction Projects	http://www.fema.gov/library/viewRecord.do?id=1863
Non-Structural Seismic Retrofit	http://www.fema.gov/library/viewRecord.do?id=1865
Structural Seismic Retrofit	http://www.fema.gov/library/viewRecord.do?id=1866
Wind Shutters	http://www.fema.gov/library/viewRecord.do?id=1864
5. EHP Resources	
EHP Program	http://www.fema.gov/environmental-planning-and-historic-preservation-program
EHP Helpline	Telephone: (866) 222-3580 Email: ehhelpline@fema.dhs.gov
EHP Guidance	http://www.fema.gov/environmental-planning-and-historic-preservation-program/environmental-historic-preservation-1
EHP eLearning Tool	http://www.fema.gov/environmental-planning-and-historic-preservation-program/elearning-tool-fema-grant-applicants-45
EHP Policies	http://www.fema.gov/hazard-mitigation-assistance-policy
EHP Training	http://training.fema.gov/EMIWeb/IS/IS253a.asp
National Register of Historic Places	http://www.nps.gov/history/nr/
6. eGrants and NEMIS (HMGP) Resources	
FEMA Enterprise Service Desk – for HMGP (NEMIS-MT) issues	Telephone: (888) HLP-FEMA (1-888-457-3362) Email: fema-enterprise-service-desk@fema.dhs.gov
FEMA Enterprise Service Desk – eGrants issues	Telephone: (877) 611-4700
eGrants Resources Web site	http://www.fema.gov/mitigation-egrants-system
eGrants Applicant Quick Reference Guide	http://www.fema.gov/library/viewRecord.do?id=3266
eGrants Subapplicant Quick Reference Guide	http://www.fema.gov/library/viewRecord.do?id=3267
eGrants System for Grant Applicants online course (IS-31)	http://training.fema.gov/EMIWeb/IS/is31a.asp
eGrants System for Subgrant Applicants online course (IS-30)	http://training.fema.gov/EMIWeb/IS/is30a.asp

Description	Web Link or Contact Information
eGrants Internal System online course (IS-32)	http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-32
MT eGrants Internal Quick Reference Guide	http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=5885
NEMIS-MT Frequently Asked Questions:	http://www.fema.gov/hazard-mitigation-grant-program/national-emergency-management-information-system-mitigation-module http://www.fema.gov/library/viewRecord.do?id=4913
NEMIS-MT User Manual	http://www.fema.gov/library/viewRecord.do?id=4909
7. HMA Application and Award Resources	
HMA Overview	http://www.fema.gov/hazard-mitigation-assistance
HMA Helpline	Telephone: (866) 222-3580 Email: hmagrantshelpline@dhs.gov
HMA Policies	http://www.fema.gov/hazard-mitigation-assistance-policy
8. Acquisition Project Resources	
Model Deed Restriction	http://www.fema.gov/library/viewRecord.do?id=6327
Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard Area	http://www.fema.gov/library/viewRecord.do?id=3592
Model Statement of Assurances	http://www.fema.gov/library/viewRecord.do?id=6365
Notice of Voluntary Interest	http://www.fema.gov/library/viewRecord.do?id=3595 http://www.fema.gov/library/viewRecord.do?id=3596
Statement of Voluntary Participation	http://www.fema.gov/library/viewRecord.do?id=3333
9. Mitigation Reconstruction References	
<ul style="list-style-type: none"> ASCE/SEI 24-05, <i>Flood Resistant Design and Construction</i>, January 2006 ASCE/SEI 7-05, <i>Minimum Design Loads for Buildings and Other Structures</i>, 2005 <i>International Building Code (IBC)</i>, 2006 edition International Code Council, <i>Reducing Flood Losses Through the International Codes</i>, 3rd Edition, 2008 FEMA P-55, <i>Coastal Construction Manual</i>, 4th Edition, August 2011 FEMA P-424, <i>Design Guide for Improving School Safety in Earthquakes, Floods and High Winds</i>, December 2010 FEMA 489, <i>Mitigation Assessment Team Report: Hurricane Ivan in Alabama and Florida</i>, August 2005 FEMA P-499, <i>Home Builder's Guide to Coastal Construction Technical Fact Sheet Series</i>, December 2010 FEMA 543, <i>Design Guide for Improving Critical Facility Safety from Flooding and High Winds</i>, January 2007 FEMA 549, <i>Mitigation Assessment Team Report: Hurricane Katrina in the Gulf Coast</i>, July 2006 FEMA 550, <i>Recommended Residential Construction for Coastal Areas: Building on Strong and Safe Foundations</i>, 2nd Edition, December 2009 FEMA 551, <i>Selecting Appropriate Mitigation Measures for Floodprone Structures</i>, March 2007 FEMA 577, <i>Design Guide for Improving Hospital Safety in Earthquakes, Floods, and High Winds: Providing Protection to People and Buildings</i>, June 2007 	

Description	Web Link or Contact Information
10. Structure Elevation References	
<ul style="list-style-type: none"> • ASCE/SEI 24-05, <i>Flood Resistant Design and Construction</i>, January 2006 • FEMA P-55, <i>Coastal Construction Manual</i>, 4th Edition, August 2011 • FEMA P-259, <i>Engineering Principles and Practices of Retrofitting Floodprone Residential Structures</i>, 3rd Edition, January 2012 • FEMA P-312, <i>Homeowners Guide to Retrofitting</i>, 2nd Edition, December 2009 • FEMA 347, <i>Above the Flood: Elevating Your Flood Prone House</i>, May 2000 • FEMA P-499, <i>Home Builder's Guide to Coastal Construction Technical Fact Sheet Series</i>, December 2010 • FEMA Technical Bulletin TB-1, <i>Openings in Foundation Walls and Walls of Enclosures</i>, 2008 • FEMA Technical Bulletin TB-5, <i>Free-of-Obstruction Requirements</i>, 2008 • FEMA Technical Bulletin TB-9, <i>Design and Construction Guidance for Breakaway Walls</i>, 2008 • FEMA Form 81-31, <i>NFIP Elevation Certificate</i>, February 2013 	

D. Referenced Regulations, Statutes, Directives, and Guidance

Reference	Description	Web Link
REGULATIONS		
2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)	This part contains Office of Management and Budget (OMB) guidance to Federal agencies on the administration of grants to and agreements with institutions of higher education, hospitals, and other non-profit organizations. The guidance sets forth standards for obtaining consistency and uniformity in the agencies' administration of those grants and agreements.	http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr215_main_02.tpl
2 CFR Part 220, Cost Principles For Educational Institutions (OMB Circular A-21)	Establishes principles for determining costs applicable to grants, contracts, and other agreements with educational institutions.	http://www.whitehouse.gov/omb/circulars_a021_2004
2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)	Establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements with State and local governments and federally recognized Indian Tribal governments.	http://ecfr.gpoaccess.gov/cgi/t/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr225_main_02.tpl
2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)	Establishes principles for determining costs of grants, contracts and other agreements with non-profit organizations.	http://www.whitehouse.gov/omb/circulars_a122_2004
26 CFR Section 1.170A-14, Qualified Conservation Contributions	Discusses deductions allowable for charitable contributions of interests in properties.	http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=13&SID=7e3a7c14f52556f38d469032c58a4507&ty=HTML&h=L&r=SECTI ON&n=26y3.0.1.1.1.0.2.19
40 CFR Part 312, Innocent Landowners, Standards for Conducting All Appropriate Inquiries	Provide standards and practices for "all appropriate inquiries" for the purposes of the Comprehensive Environmental Response, Compensation, and Liability Act sections 101(35)(B)(i)(I) and 101(35)(B)(ii) and (iii).	http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title40/40cfr312_main_02.tpl
44 CFR Part 9, Floodplain Management and Protection of Wetlands	Sets forth policy, procedure, and responsibilities to implement and enforce Executive Order (EO) 11988, <i>Floodplain Management</i> , and EO 11990, <i>Protection of Wetlands</i> .	http://www.gpo.gov/fdsys/pkg/CFR-2008-title44-vol1/xml/CFR-2008-title44-vol1-part9.xml
44 CFR Part 10, Environmental Considerations	FEMA procedures for implementing the National Environmental Policy Act (NEPA). Provides policy and procedures to enable FEMA officials to account for environmental considerations when authorizing/approving major actions that have a significant impact on the environment.	http://www.gpo.gov/fdsys/pkg/CFR-2008-title44-vol1/xml/CFR-2008-title44-vol1-part10.xml
44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments	Establishes uniform administrative rules for Federal grants and cooperative agreements and subgrants to State, local, and Indian Tribal governments.	http://www.gpo.gov/fdsys/pkg/CFR-2008-title44-vol1/xml/CFR-2008-title44-vol1-part13.xml

Reference	Description	Web Link
44 CFR Section 59.1, General Provisions, Definitions	Defines terms used in the Emergency Management and Assistance Federal Regulations	http://www.gpo.gov/fdsys/pkg/CFR-2008-title44-vol1/xml/CFR-2008-title44-vol1-part59.xml
44 CFR Part 60, Criteria for Land Management and Use	Contains regulations for sale of flood insurance; criteria to determine the adequacy of a community's floodplain management regulations; and the minimum standards for the adoption of floodplain management regulations in flood-prone areas.	http://www.gpo.gov/fdsys/pkg/CFR-2008-title44-vol1/xml/CFR-2008-title44-vol1-part60.xml
44 CFR Sections 60.3(b)(5) and (c)(4), Criteria for Land Management and Use and Floodplain Management Criteria for Floodprone Areas	Regulations regarding obtaining the elevation of residential and non-residential structures.	http://www.gpo.gov/fdsys/pkg/CFR-2008-title44-vol1/xml/CFR-2008-title44-vol1-part60.xml#seqnum60.3
44 CFR Part 79, Flood Mitigation Grants	Prescribes actions, procedures, and requirements for the administration the Flood Mitigation Assistance grant programs.	http://www.gpo.gov/fdsys/pkg/CFR-2008-title44-vol1/xml/CFR-2008-title44-vol1-part79.xml
44 CFR Part 80, Property Acquisition and Relocation for Open Space	Provides actions, procedures, and requirements for the administration of FEMA mitigation assistance for projects to acquire property for open space purposes under all Hazard Mitigation Assistance programs.	http://www.gpo.gov/fdsys/pkg/CFR-2008-title44-vol1/xml/CFR-2008-title44-vol1-part80.xml
44 CFR Part 201, Mitigation Planning	Provides information on requirements and procedures for mitigation planning as required by the Stafford Act.	http://www.gpo.gov/fdsys/pkg/CFR-2008-title44-vol1/xml/CFR-2008-title44-vol1-part201.xml
44 CFR Part 206, Federal Disaster Assistance for Disasters Declared On or After November 23, 1988	Prescribes policies and procedures for implementing the sections of Public Law 93-288 (the Stafford Act) that are delegated to the director of FEMA, including the administration of the Hazard Mitigation Grant Program (HMGP).	http://www.gpo.gov/fdsys/pkg/CFR-2008-title44-vol1/xml/CFR-2008-title44-vol1-part206.xml
44 CFR Part 207, Management Costs	Implements section 324, Management Costs, of the Stafford Act, providing actions, procedures, and policies for HMGP management costs.	http://www.gpo.gov/fdsys/pkg/CFR-2008-title44-vol1/xml/CFR-2008-title44-vol1-part207.xml
49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs	Promulgates rules to ensure that owners of real property displaced or acquired by Federal or federally assisted programs are treated fairly, consistently, and equitably, and that agencies who implement these regulations do so efficiently and cost effectively.	http://ecfr.gpoaccess.gov/cgi/t/text?c=ecfr;rgn=div5;view=text;no=49%3A1.0.1.18;idno=49;sid=4c3367f93b8162bf6daaf0a88fe20a0e;cc=ecfr
49 CFR Part 29, Governmentwide Debarment and Suspension (Nonprocurement)	This part adopts a government-wide system of debarment and suspension for nonprocurement activities.	http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title49/49cfr29_main_02.tpl
Federal Acquisition Regulations (FAR) Subpart 31.2	The FAR codifies and publishes uniform policies and procedures for acquisition by all executive agencies. Subpart 31.2 refers to Contracts with Commercial Organizations.	http://www.acquisition.gov/far/
Internal Revenue Code of 1954, as amended, Sections 170(h) (3) and (4)	Provides definitions for qualified conservation organizations and conservation purpose, including specific information regarding historic structure certification.	http://www.law.cornell.edu/uscode/text/26/170

Reference	Description	Web Link
Internal Revenue Code of 1954, as amended, Sections 501(c), (d), and (e)	Provides criteria for tax-exempt organizations.	http://www.law.cornell.edu/uscode/text/26/501
National Flood Insurance Program (NFIP) Technical Bulletin 3-93, <i>Non-Residential Floodproofing – Requirements and Certification</i>	Provides guidance on the NFIP regulations concerning watertight construction and the required certification for floodproofed non-residential buildings in Zones A, AE, A1–A30, AR, AO, and AH whose lowest floors are below the Base Flood Elevation.	http://www.fema.gov/library/viewRecord.do?id=1716
STATUTES		
Immigration and Nationality Act	Provides a definition for the term “national of the United States.”	http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=f3829c7755cb9010VgnVCM10000045f3d6a1RCRD&vgnnextchannel=f3829c7755cb9010VgnVCM10000045f3d6a1RCRD
Appalachian Regional Commission Funds, 40 U.S.C. 14321(a)(3), Grants and other assistance	Provides information on the authority of the Appalachian Regional Commission to make grants for administrative expenses and lists what those expenses may and may not include. Also provides information on what the local development district's contributions should be.	http://www.arc.gov/about/USCodeTitle40SubtitleIV.asp#14321
Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004 (Public Law 108-264), Part 102	A bill to amend the National Flood Insurance Act of 1968 to reduce losses to properties for which repetitive flood insurance claim payments have been made.	http://www.gpo.gov/fdsys/pkg/PLAW-108publ264/pdf/PLAW-108publ264.pdf
Biggert-Waters Flood Insurance Reform Act. P.L. 112-141 July 6, 2012	Flood Insurance Reform and Modernization Act that proposed changes to Mitigation Assistance Grants related to Flood Mitigation.	http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf
Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., Title VI of the Civil Rights Act	Prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving Federal financial assistance.	http://www.justice.gov/crt/about/cor/coord/titlevi.php
Coastal Barrier Resources Act (Public Law 97-348; 16 U.S.C. 3501 et seq.)	Designated various undeveloped coastal barrier islands, depicted by specific maps, for inclusion in the Coastal Barrier Resource System. Areas so designated were made ineligible for direct or indirect Federal financial assistance that might support development, including flood insurance, except for emergency life-saving activities.	http://uscode.house.gov/download/pls/16c55.txt
Endangered Species Act (Public Law 93-205; 16 U.S.C. 1531–1544)	Prohibits Federal agencies from funding actions that would jeopardize the continued existence of endangered or threatened species or adversely modify critical habitat.	http://epw.senate.gov/esa73.pdf
Federal Crop Insurance Act, as amended, 7 U.S.C. 1501 et seq.	Promotes the national welfare by improving the economic stability of agriculture through a sound system of crop insurance.	http://www.agriculturelaw.com/links/cropins/statute.htm

Reference	Description	Web Link
National Environmental Policy Act (NEPA) (Public Law 91–190; 42 U.S.C. 4321 and 4331–4335)	Declares a national policy that encourages productive and enjoyable harmony between man and his environment; promotes efforts that will prevent or eliminate damage to the environment and biosphere and stimulate the health and welfare of man; enriches the understanding of the ecological systems and natural resources important to the Nation; and establishes a Council on Environmental Quality.	http://www.nps.gov/history/local-law/FHPL_NtlEnvirnPolcy.pdf
National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.	The National Flood Insurance Act of 1968 created the Federal Insurance Administration and made flood insurance available for the first time. The Flood Disaster Protection Act of 1973 made the purchase of flood insurance mandatory for the protection of property located in the Special Flood Hazard Area.	http://www.fema.gov/library/viewRecord.do?id=2216
National Flood Insurance Reform Act of 1994 (Public Law 103-325)	Amended the Flood Disaster Protection Act of 1973, providing tools to make the NFIP more effective in achieving its goals of reducing the risk of flood damage to properties and reducing Federal expenditures for uninsured properties that are damaged by floods.	http://www.fema.gov/library/viewRecord.do?id=2217
National Historic Preservation Act (Public Law 89-665; 16 U.S.C. 470 et seq.)	Establishes a program for the preservation of historic and prehistoric resources deemed important to our understanding of prehistory and U.S. history and created the National Register of Historic Places.	http://www.achp.gov/docs/nhpa%202008-final.pdf
National Register of Historic Places	The official list of the Nation's historic places worthy of preservation. It is part of a national program to support public and private efforts to identify, evaluate, and protect our historic and archeological resources.	http://www.nps.gov/history/nr/
Non-Insured Crop Disaster Assistance Program, 7 U.S.C. 7333	Provides financial assistance to producers of non-insurable crops when low yields, loss of inventory, or prevented planting occur due to natural disasters.	http://www.fsa.usda.gov/FSA/newsReleases?area=newsroom&subject=landing&topic=pfs&newstype=prfactsheet&type=detail&item=pf_20110830_distr_en_nap.html
Privacy Act of 1974 (5 U.S.C. 552a)	Regulates the collection, maintenance, use, and dissemination of personal information by Federal executive branch agencies.	http://www.justice.gov/opcl/privstat.htm
Public Health and Welfare, 42 U.S.C. 5133, Pre-Disaster Hazard Mitigation	Authorizes the Pre-Disaster Mitigation program.	http://www.law.cornell.edu/uscode/uscode42/usc_sec_42_00005133----000-.html
Public Health and Welfare, 42 U.S.C. 5154 (a), Insurance	Contains information on compliance with certain regulations and maintaining insurance in regard to Applicants and subapplicants requesting assistance to repair, restore, or replace damaged facilities under this code.	http://www.law.cornell.edu/uscode/uscode42/usc_sec_42_00005154----000-.html
Refugee Education Assistance Act of 1980, (Public Law 96-422) Part 501(e)	Allows the President to exercise authorities over Cuban and Haitian immigrants identical to the authorities exercised in the Immigration and Nationality Act, 8 U.S.C. 1158.	http://www.ssa.gov/OP_Home/comp2/F096-422.html

Reference	Description	Web Link
Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq.	Constitutes the statutory authority for most Federal disaster response activities, especially as they pertain to FEMA and FEMA programs.	http://www.fema.gov/pdf/about/stafford_act.pdf
Secure Rural Schools and Community Self-Determination Act of 2000, 16 U.S.C. 500	Contains information regarding payment and evaluation of receipts to State or Territory for schools and roads, moneys received, projections of revenues, and estimated payments.	http://www.govtrack.us/data/us/bills/text/106/h/h2389.pdf
Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646)	Ensures that people whose real property is acquired, or who move as a result of projects receiving Federal funds, will be treated fairly and equitably and will receive assistance in moving from the property they occupy.	http://uscode.house.gov/download/pls/42c61.txt
DIRECTIVES		
EO 11988, <i>Floodplain Management</i>	Requires Federal agencies to avoid, to the extent possible, the long- and short-term adverse impacts associated with the occupancy and modification of floodplains and to avoid direct and indirect support of floodplain development wherever there is a practicable alternative.	http://www.fema.gov/plan/ehp/ehplaws/eo11988.shtml
EO 11990, <i>Protection of Wetlands</i>	Requires Federal agencies, in planning their actions, to consider alternatives to wetland sites and limit potential damage if an activity affecting a wetland cannot be avoided.	http://www.fema.gov/environmental-planning-and-historic-preservation-program/executive-order-11990-protection-wetlands
EO 12898, <i>Environmental Justice for Low-Income and Minority Populations</i>	Directs Federal agencies “to make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations in the United States.”	http://www.fema.gov/environmental-planning-and-historic-preservation-program/executive-order-12898-environmental-justice
EO 12372, July 14, 1982, <i>Intergovernmental Review of Federal Programs</i>	Fosters an intergovernmental partnership and strengthens federalism by relying on State and local processes for State and local coordination and review of proposed Federal financial assistance.	http://www.archives.gov/federal-register/codification/executive-order/12372.html
EO 12416, April 8, 1983, <i>Intergovernmental Review of Federal Programs</i>	Amends Section 8 of EO 12372 regarding the content of the Director of the Office of Management and Budget’s report and to whom the report is submitted.	http://www.archives.gov/federal-register/codification/executive-order/12372.html
EO 12699, January 5, 1990, <i>Seismic Safety of Federal and Federally assisted or Regulated New Building Construction</i>	Requires that each Federal agency responsible for the design and construction of each new Federal building shall ensure that the building is designed and constructed in accord with appropriate seismic design and construction standards.	http://www.wbdg.org/ccb/FED/FMEO/eo12699.pdf
GUIDANCE		
FEMA P-85, <i>Protecting Manufactured Homes from Floods and Other Hazards</i> (2nd Edition, November 2009)	Provides a best practices approach in reducing damages from natural hazards to assist in protecting manufactured homes from floods and other hazards.	http://www.fema.gov/library/viewRecord.do?id=1577

Reference	Description	Web Link
FEMA 317, <i>Property Acquisition Handbook for Local Communities</i> (October 1998)	A “how to” guide to help communities work through one specific hazard mitigation alternative known as property acquisition (also referred to as “buyout”).	http://www.fema.gov/library/viewRecord.do?id=1654
FEMA P-320, <i>Taking Shelter from the Storm: Building a Safe Room for Your Home or Small Business</i> (3rd Edition, August 2008)	Guide to help homeowners decide if they should build a shelter in their house; provides various shelter designs that can be given to a contractor/builder.	http://www.fema.gov/plan/prevent/saferoom/fema320.shtm
FEMA P-361, <i>Design and Construction Guidance for Community Safe Rooms</i> (2nd Edition, August 2008)	A guidance manual for engineers, architects, building officials, and prospective shelter owners that presents important information about the design and construction of residential and community safe rooms that protect people during tornado and hurricane events.	http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=1657
FEMA P-424, <i>Design Guide for Improving School Safety in Earthquakes, Floods, and High Winds</i> (December 2010)	This manual is intended to provide guidance for the protection of school buildings from natural disasters. This volume concentrates on grade schools, K-12. FEMA P-424 covers earthquakes, floods, and high winds. Its intended audience is design professionals and school officials involved in the technical and financial decisions of school construction, repair, and renovations.	http://www.fema.gov/library/viewRecord.do?id=1986
FEMA 489, <i>Mitigation Assessment Team Report: Hurricane Ivan in Alabama and Florida</i> (August 2005)	Summarizes the observations, conclusions, and recommendations that resulted from post-disaster assessments sponsored by FEMA in response to Florida’s 2004 hurricane season.	http://www.fema.gov/library/viewRecord.do?id=1569
FEMA P-499, <i>Home Builder’s Guide to Coastal Construction Technical Fact Sheet Series</i> (December 2010)	Presents information aimed at improving the performance of buildings subject to flood and wind forces in coastal environments.	http://www.fema.gov/technology-transfer/home-builders-guide-coastal-construction-technical-fact-sheet-series-fema-p-499
FEMA 543, <i>Design Guide for Improving Critical Facility Safety from Flooding and High Winds: Providing Protection for People and Buildings</i> (January 2007)	Provides building professionals and decision-makers with information and guidelines for implementing a variety of mitigation measures to reduce the vulnerability to damage and disruption of operations during severe flooding and high-wind events. It concentrates on critical facilities (hospitals, schools, fire and police stations, and emergency operation centers).	http://www.fema.gov/library/viewRecord.do?id=2441
FEMA 549, <i>Mitigation Assessment Team Report: Hurricane Katrina in the Gulf Coast</i> (July 2006)	Evaluates and assesses damage from the hurricane and provides observations, conclusions, and recommendations on the performance of buildings and other structures impacted by wind and flood forces.	http://www.fema.gov/library/viewRecord.do?id=1857
FEMA P-55, <i>Coastal Construction Manual</i> , (4th Edition, August 2011)	Provides a comprehensive approach to sensible development in coastal areas based on guidance from over 200 experts in building science, coastal hazard mitigation, and building codes and regulatory requirements.	http://www.fema.gov/library/viewRecord.do?id=1671

Reference	Description	Web Link
FEMA P-550, <i>Recommended Residential Construction for Coastal Areas: Building on Strong and Safe Foundations</i> (2nd Edition, December 2009)	Provides recommended designs and guidance for rebuilding homes destroyed by hurricanes in the Gulf Coast. The manual also provides guidance in designing and building less vulnerable new homes that reduce the risk to life and property.	http://www.fema.gov/library/viewRecord.do?id=1853
FEMA 551, <i>Selecting Appropriate Mitigation Measures for Floodprone Structures</i> (March 2007)	This manual is intended to provide guidance to community officials for developing mitigation projects that reduce or eliminate identified risks for floodprone structures.	http://www.fema.gov/library/viewRecord.do?id=2737
FEMA 577, <i>Design Guide for Improving Hospital Safety in Earthquakes, Floods, and High Winds: Providing Protection to People and Buildings</i> (June 2007)	The intent of the Design Guide is to provide its audience with state-of-the-art knowledge on the variety of vulnerabilities faced by hospitals exposed to earthquakes, flooding, and high-winds risks, as well as the best ways to mitigate the risk of damage and disruption of hospital operations caused by these events.	http://www.fema.gov/library/viewRecord.do?id=2739
FEMA P-804, <i>Wind Retrofit Guide for Residential Buildings</i> (December 2010)	The purpose of this Guide is to provide guidance on how to improve the wind resistance of existing residential buildings. The content of this document should serve as guidance on retrofitting existing buildings for improved performance during high-wind events in all coastal regions.	http://www.fema.gov/library/viewRecord.do?id=4569
Mitigation Planning Guidance	This guidance provides information on preparing and updating mitigation plans in compliance with the mitigation planning regulations found at 44 CFR Part 201.	http://www.fema.gov/mitigation-planning-laws-regulations-guidance
Mitigation Planning How-To Guides (FEMA)	The guides focus on initiating and maintaining a planning process that will result in safer communities and are applicable to jurisdictions of all sizes and all resource and capability levels.	http://www.fema.gov/hazard-mitigation-planning-resources
<i>Uniform Standards of Professional Appraisal Practice</i> (2012–2013)	The generally accepted standards for professional appraisal practice in North America. Standards are included for real estate, personal property, business, and mass appraisal.	http://www.USPAP.org
<i>Hazard Mitigation Assistance Tool for Identifying Duplication of Benefits</i> (January 2013)	This guide provides instruction on what constitutes Duplication of Benefits in the use of Hazard Mitigation Assistance funds for property mitigation. It gives direction regarding verification processes and actions that can be taken to ensure that Duplication of Benefits does not occur.	http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=6815
OTHER RESOURCES		
Government-to-Government Relations with American Indian and Alaska Native Tribal Governments. January 12, 1999 (<i>Federal Register</i> vol. 64 no. 7)	Guides FEMA interactions with American Indian and Alaska Native Tribal governments.	http://www.gpo.gov/fdsys/pkg/FR-1999-01-12/html/99-642.htm

Reference	Description	Web Link
OMB Circular A-94, <i>Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs</i> (October 29, 1992)	Specifies certain discount rates that will be updated annually when the interest rate and inflation assumptions in the budget are changed.	http://www.whitehouse.gov/omb/circulars/a094/a094.html
OMB Circular A-133, <i>Audits of States, Local Governments, and Non-Profit Organizations</i> (revised June 27, 2003 and June 26, 2007)	Sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards.	http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf
ASCE/SEI 24-05, <i>Flood Resistant Design and Construction</i> (2006)	Provides minimum requirements for flood-resistant design and construction of structures located in flood hazard areas.	https://secure.asce.org/files/estore/5419/40818_40818.pdf
ASCE/SEI 7-05, <i>Minimum Design Loads for Buildings and Other Structures</i> (2005)	Provides requirements for general structural design and includes means for determining dead, live, soil, flood, wind, snow, rain, atmospheric ice, and earthquake loads, and their combinations that are suitable for inclusion in building codes and other documents.	https://secure.asce.org/files/estore/896/40809_40809.pdf
ASTM International Standard E1527-05, <i>Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process</i> (2005)	Defines good commercial and customary practices for conducting an environmental site assessment of a parcel of commercial real estate.	http://www.astm.org/Standards/E1527.htm
ASTM International Standard E2247-08, <i>Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process for Forestland or Rural Property</i> (2008)	This practice is intended for use on a voluntary basis by parties who wish to assess the environmental condition of forestland or rural property of 120 acres or greater taking into account commonly known and reasonably ascertainable information.	http://www.astm.org/Standards/E2247.htm
<i>International Building Code</i> (International Code Council)	The scope of this code covers all buildings except three-story, and one- and two-family dwellings and townhomes. This comprehensive code features time-tested safety concepts, structural, and fire and life-safety provisions covering means of egress, interior finish requirements, comprehensive roof provisions, seismic engineering provisions, innovative construction technology, occupancy classifications, and the latest industry standards in material design.	http://publicecodes.cyberregs.com/icod/ibc/index.htm
International Code Council, <i>International Wildland-Urban Interface Code</i> (2012)	Contains provisions addressing fire spread, accessibility, defensible space, water supply, and more for buildings constructed near wildland areas.	http://publicecodes.cyberregs.com/icod/iwuic/2012/index.htm

Reference	Description	Web Link
International Code Council, <i>Reducing Flood Losses through the International Codes</i> (3rd Edition, 2008)	This guide is intended to help community officials decide how to integrate the 2006 edition of the International Codes (I-Codes) into their current floodplain development and regulatory processes in order to meet the requirements to participate in the NFIP.	http://www.fema.gov/library/viewRecord.do?id=2094
<i>International Residential Code for One- and Two-Family Dwellings</i> (International Code Council)	A comprehensive code for homebuilding that brings together all building, plumbing, mechanical and electrical provisions for one- and two-family residences.	http://publicecodes.cyberregs.com/icod/irc/index.htm
National Fire Protection Association (NFPA) 225, <i>Model Manufactured Home Installation Standard</i> (2009 Edition)	Includes updated criteria covering the anchoring of the home and protection against seismic events, floods, and wind. Rules apply to single- and multi-section units.	http://www.nfpa.org/catalog/product.asp?pid=22509
NFPA 703, <i>Standard for Fire-Retardant Treated Wood and Fire-Retardant Coatings for Building Materials</i>	Provides enforcers, engineers, and architects with the industry's most advanced criteria for defining and identifying fire retardant-treated wood and fire-retardant coatings for building materials.	http://www.nfpa.org/catalog/product.asp?pid=70312
NFPA 914, <i>Code for Fire Protection of Historic Structures</i>	Intended to improve or upgrade the fire protection features in a wide range of historic buildings, and address ongoing operations as well as renovation and restoration projects.	http://www.nfpa.org/catalog/product.asp?pid=91410
NFPA 1141, <i>Standard for Fire Protection Infrastructure for Land Development in Suburban and Rural Areas</i>	Provides recommendations for planning and installing fire protection infrastructure for new developments in a community.	http://www.nfpa.org/catalog/product.asp?pid=114112
NFPA 1144, <i>Standard for Reducing Structure Ignition Hazards for Land Development in Suburban and Rural Areas</i>	Covers minimum design, construction, and landscaping elements for structures in the wildland/urban interface.	http://www.nfpa.org/cataloghttp://dnrc.mt.gov/forestry/Fire/Prevention/documents/WUIrewrite/NFP A1144.pdf/
NFPA 5000 Code, <i>Building Construction and Safety Code</i> (2012 Edition)	Combines regulations controlling design, construction, quality of materials, use and occupancy, location, and maintenance of buildings and structures, with fire and life-safety requirements found in NFPA codes and standards.	http://www.nfpa.org/catalog/product.asp?pid=500012
Firewise Communities	A multi-agency effort designed to reach beyond the fire service by involving homeowners, community leaders, planners, developers, and others in the effort to protect people, property, and natural resources from the risk of wildland fire—before a fire starts.	http://www.firewise.org/
U.S. Department of Commerce, Bureau of Economic Analysis	Produces economic account statistics that enable government and business decision-makers, researchers, and the American public to follow and understand the performance of the Nation's economy.	http://www.bea.gov

Reference	Description	Web Link
U.S. Bureau of Labor and Statistics	An independent national statistical agency that collects, processes, analyzes, and disseminates essential statistical data to the American public, the U.S. Congress, other Federal agencies, State and local governments, business, and labor.	http://stats.bls.gov

E. Eligibility and Completeness Review Checklist for Project Subapplications

Applications submitted to FEMA that do not contain at least the basic components listed below may be immediately denied because there is no method to determine eligibility without this data. Additional information may be requested during FEMA review. This information is required for all submittals, including potential substitutions.

Application Component	Yes	No	Comment
General			
Documentation included in the subapplication?			
Is this a phased project?			
Technical Assistance Needed? Subapplicant is encouraged to contact the State (Applicant) to request application development assistance. FEMA resources may be available but will only be provided if requested by the Applicant.			
Applicants			
Eligible Applicant is identified (State or local government; eligible Private, non-profit organization; or Indian Tribal government)			
Applicant participates in the National Flood Insurance Program			
Plan Requirement			
Project conforms with State Mitigation Plan per 44 CFR Part 201			
Project conforms with Local Mitigation Plan per 44 CFR Part 201			
Project conforms with Indian Tribal Mitigation Plan per 44 CFR Part 201			
Scope of Work			
SOW describes the proposed solution			
Alternatives considered as part of the decision-making process			
Project includes photographs of each structure and general project area			
Project includes appropriate maps that orient the reviewer to the entire project area			
Latitude and longitude are provided for each structure			
SOW justifies the proposed solution as the best option over a range of alternatives			
Project site is clearly identified using maps, GPS coordinates, or other means			
Project addresses a repetitive problem or a significant risk to public health			

Application Component	Yes	No	Comment
Project solves a problem independently or constitutes a functional portion of a solution			
Schedule			
A work schedule of 3 years or less is provided			
Budget/Match Source			
A cost estimate/budget is provided that supports the SOW			
If project requires phased or incremental funding, the budget reflects amounts estimated for each funding increment			
Non-Federal cost shares and match sources are identified			
Project should identify potential Duplication of Benefits such as Insurance, Small Business Administration loans if information is available during project development			
Cost-effectiveness and Feasibility			
Project includes a benefit-cost analysis, or alternate cost-effectiveness documentation, such as Substantial Damage verification, and located in a riverine floodplain; or a narrative supporting cost-effectiveness and request for consideration under 5 percent HMGP discretionary funding			
Project includes technical information to support proposed action. For example, level of protection for drainage projects, engineering data to support proposed seismic retrofits, and population data to support safe room placement and size. Elevations are technically feasible.			
Environmental and Historic Preservation			
Project includes information and documentation to demonstrate conformance with 44 CFR Part 9.6 and Part 10			
Project demonstrates that it minimizes harm to the environment			
Project includes construction date for each structure			
Project includes all available information relating to known historic, archaeological, or environmentally sensitive areas (e.g., critical Coastal Barrier Resources Act or Otherwise Protected Area)			
All appropriate Federal, State, and local agencies have been consulted			
Project includes environmental coordination letters or contact information to obtain required coordination information			
Assurances			
FEMA Form 20-16A, Assurances Non-Construction Programs			
FEMA Form 20-16B, Assurances Construction Programs			
FEMA Form 20-16C, Certifications Regarding Lobbying, etc.			

Application Component	Yes	No	Comment
SF-LLL, Disclosure of Lobbying Activities			
Considers long-term changes to the area it proposes to protect and has manageable future maintenance and modification requirements			
Acquisition Demolition / Relocation Information			
Project confirms compliance with timelines and all other criteria set forth in 44 CFR Part 80 requirements			
Project includes Voluntary Participation Documentation for each property			
Documentation (if needed) that the property owner is National of United States or qualified alien			
For properties that are to be relocated, will the structure be relocated outside of the Special Flood Hazard Area?			
Elevation Information			
Project identifies the Base Flood Elevation or Advisory Base Flood Elevation			
Project includes finished floor elevation (Elevation certificate is preferred)			
Project includes proposed elevation height of the structure			
Designed and Implemented consistent with ASCE/SEI 24-05			
Safe Room Information			
Project includes population size and basis			
Designed and implemented consistent with FEMA P-320 or FEMA P-361			
Wind Retrofit Information			
Project includes proposed level of protection			
Designed and implemented consistent with P-804			
Drainage Information			
Project includes initial technical information to support size, costs and local permitting requirements			

F. Safe Room Application Using Pre-Calculated Benefits

Expedited HMGP Application for Residential Safe Rooms

- ◆ The State must have an approved State Administrative Plan and State Hazard Mitigation Plan prior to grant award.
- ◆ If a local jurisdiction is the subapplicant, they must have an approved local mitigation plan in place (or receive an Extraordinary Circumstances exception) prior to grant award.
- ◆ Each safe room included in this project must meet the criteria of FEMA P-320, *Taking Shelter From the Storm, Building a Safe Room For your Home or Small Business*, or FEMA P-361, *Design and Construction Guidance for Community Safe Rooms*.
- ◆ Safe rooms cannot be placed in floodways, velocity zones, Coastal A Zones, or areas subject to coastal storm surge inundation associated with a Category 5 hurricane.
- ◆ If a residential safe room is sited in a Special Flood Hazard Area, the structure must be insured for Flood Damage, and a deed notice must be conveyed to retain this requirement.
- ◆ This project conforms with applicable Hazard Mitigation Grant Program eligibility criteria for all projects.
- ◆ Applicant may request approval for pre-award costs. Implementation costs incurred prior to grant award are not eligible for reimbursement.

State (Grantee) Information

Disaster number: _____

Eligible subapplicant: _____ State or local government _____ Private non-profit entity

Does the project conform to the State/local mitigation plan? _____ Yes _____ No

Applicant Information

Project Title: Residential Safe Room Construction/Installation

Applicant _____

Federal Information Processing Standard (FIPS) Code _____

Federal Tax ID Number (if required) _____

Data Universal Numbering System (DUNS) Number _____

Community NFIP Status: Participating Community ID # _____

In Good Standing _____ Non-participating _____ CRS _____

Legislative District(s) _____

Application prepared by:

Name _____

Title _____

Address _____

City/State/Zip _____

Telephone _____ Email _____

Applicant Agent* _____

Title _____

Address _____

City/State/Zip _____

Telephone _____ Email _____

* Individual authorized to sign financial and legal documents on behalf of the Applicant

Project Information

1. History of hazards and description of the vulnerability to be mitigated

Sample language:

This project is being submitted in response to the recent, severe weather and tornado activity nationwide. It is the intent of the State and affected local jurisdictions to support the placement and availability of safe rooms as a means of providing life-safety level protection for our citizens.

2. Scope/description: Project includes population size and basis

Sample language:

This project proposes to fund the purchase, construction/installation, and verification of 150 residential safe rooms. These safe rooms will be constructed and installed to meet FEMA P-320 or FEMA P-361 design and construction criteria, prior to reimbursement by the Applicant to the property owner; the safe rooms will be verified by a qualified professional to meet FEMA P-320 standards. Prior to closeout, all property-specific data will be provided for entry into NEMIS in order to capture full information for each mitigated property.

3. Project Useful Life: (30 years).

4. Property and Structure Information

- ◆ Address, including geo-location
- ◆ Floodplain map and flood zone information
- ◆ Structure age
- ◆ Photographs

-
- ◆ Proposed action:
 - Safe room placed inside structure (no ground disturbance)
 - Safe room placed above/below ground outside the structure (ground disturbance)
 - ◆ Additional information if identified by FEMA/State/Applicant

Environmental and Historic Preservation Compliance

Each site must be reviewed to determine compliance with environmental and historic preservation compliance requirements and to prepare necessary documentation. FEMA's *Programmatic Environmental Assessment for Hazard Mitigation Safe Room Construction* (June 2011) provides efficiencies for completing the environmental review for this project.

NOTE: FEMA may enter into agreements or other negotiated arrangements with the respective State Historic Preservation Officers and Indian Tribes to allow for expedited review in accordance with Section 106 of the National Historic Preservation Act.

Describe alternatives considered for this project:

Sample language:

Alternative 1 – Do nothing. This alternative will not result in substantial risk reduction and will leave many citizens exposed to future tornado and high-wind damages, including loss of life.

Alternative 2 – Community safe room or evacuation. Tornadoes do not allow for sufficient time to relocate household members to an off-site facility, and evacuation is not viable as travel in severe weather exposes evacuees to another set of risks and hazards with little certainty that they can reach safe haven.

Project Implementation Narrative

Briefly describe the Applicant's process for selecting and prioritizing participants; describe any limits to funding, the proposed project management actions to be taken during implementation and any variations from standard quarterly reporting; and provide a list (or form) to be submitted by property owners to validate eligible costs.

Sample language:

- ◆ *This project limits the amount reimbursable to property owner to up to 50 percent of the cost of the safe room, not to exceed \$3,500 **OR** This project limits the amount of each safe room to \$7,000 (or other value).*
- ◆ *Participants were prioritized based on damaged areas and dates costs were incurred.*
- ◆ *Participants will be accepted as long as funds are available. Over submittals will be considered if additional funds become available.*
- ◆ *Quarterly reports will include current totals of completed, verified sites and associated costs for each completed site.*

- ◆ Applicant reserves the right to expand this project as long as the application period is open.
- ◆ Site verification form will be provided for each site location (Attachment 2).

Project Work Schedule (not to exceed 3 years)

Sample:

0–6 months: Initiate outreach-marketing; identify participants

3–12 months: Verify FEMA P-320 or FEMA P-361 criteria and all program eligibility requirements have been met for known sites.

12 months (prior to application period closing): Revise project if necessary to include more participants.

12–30 months: Provide quarterly progress reports indicating volume of completed verified actions; complete project implementation.

30–36 months: Collect all closeout data and complete data dissemination to local emergency medical services.

Cost-effectiveness Review

Sample language:

A cost-effectiveness evaluation has been performed for residential safe rooms in the (State of _____ / County of _____) and produced benefits as reflected on Table 1. These benefits are based on general sampling statewide and are based on 3 persons per household served by each safe room.

Options for capturing additional benefits: If the benefits listed in Table 1 are not sufficient to produce a ratio greater than 1:1 for this project, additional benefits may be obtained by increasing household population, where appropriate, verifying the structure type (manufactured housing produces more benefits than standard construction), and/or using a more specific local valuation that may include higher benefits based on specific risk. Technical support is available if needed.

Budget/Funding Information

Sample budget:

Cost Item	Quantity	Est. Cost Each	Total Est. Cost	Est. Fed Share	Estimated Match Share
Data Collection	150	\$100	\$15,000	\$15,000	—
Material/Construction	150	\$5,000	\$750,000	\$525,000 ⁽¹⁾	\$225,000
Project Management	150	\$200	\$30,000	\$30,000	—
Inspection Certification	150	\$200	\$30,000	\$30,000	—
Design/Engineering Review	150	\$200	\$30,000	30,000	—

Cost Item	Quantity	Est. Cost Each	Total Est. Cost	Est. Fed Share	Estimated Match Share
Verification/Closeout	150	\$100	\$15,000	\$15,000	—
Outreach	—	—	\$15,000	\$15,000	—
Data Dissemination ⁽²⁾	—	—	\$15,000	\$15,000	—
Grand Total	NA	NA	\$900,000	\$675,000	\$225,000

NOTES:

Line items for Data Collection, Project Management, Design, and Outreach could be phased. This would allow limited fund release to identify participants and collect data to complete required environmental and historic preservation reviews.

General-cost line items are samples, not all costs may be required; amounts are variable. Additional line items may be included as necessary. These values are based on historical submittals and averages.

(1) This example limits reimbursement to property owner to \$3,500.

(2) With property owner authorization, provide safe room geo-data to local emergency medical services in usable format.

**All Federal Share Obligations of \$1,000,000 or More
Must Complete the Large Project Notification Process Prior to Approval**

Aggregate Benefits By State (Abridged List)			
Alabama	\$13,336.96	Nebraska	\$9,921.78
Arkansas	\$16,717.85	North Carolina	\$5,723.26
Georgia	\$5,290.98	Ohio	\$11,469.38
Illinois	\$13,685.72	Oklahoma	\$18,366.36
Iowa	\$14,962.87	Pennsylvania	\$4,065.90
Indiana	\$18,126.34	South Carolina	\$6,139.38
Kansas	\$14,005.75	South Dakota	\$5,230.17
Kentucky	\$13,554.96	Tennessee	\$13,579.58
Louisiana	\$9,921.94	Texas	\$5,421.32
Michigan	\$6,522.49	Virginia	\$3,936.05
Missouri	\$15,654.96	West Virginia	\$4,973.50
Mississippi	\$20,067.64	Wisconsin	\$9,025.48
Minnesota	\$7,092.39		

**Final Documentation and Certification Variable by State/Region
(FEMA/State/Applicant may include additional items)**

- Property Owner Name
- Property Address, including geo-location for Safe Room
- Verification of FEMA P-320 or FEMA P-361 criteria
- Installation Inspection
- Conforms to Categorical Exclusion or Environmental Assessment
- Conforms to Local Floodplain Ordinance (if applicable)
- Flood Insurance Deed Tag (if applicable)
- Final Cost list
- Property owner permission to distribute GEO-location to local emergency medical services (optional)

G. Generator FAQ

Eligibility of Generators under the Hazard Mitigation Grant Program

General Eligibility and Application Development

1. How does the information in this guidance differ from current practice?

This Hazard Mitigation Assistance (HMA) Guidance establishes that the purchase and installation of generators for the protection of critical facilities is an eligible, stand-alone project type under the Hazard Mitigation Grant Program (HMGP) and is no longer limited only to the 5 Percent Initiative. Generators that constitute a functional portion of an otherwise eligible mitigation solution (critical or not) remain eligible.

2. Are generators still eligible under the 5 Percent Initiative?

Yes. If there is insufficient data to evaluate a generator project using a standard, HMA-approved Benefit-Cost Analysis (BCA) method, the project may be eligible under the 5 Percent Initiative, as described in current HMA Unified Guidance. To perform this evaluation, a narrative description of the project's cost-effectiveness must be provided in lieu of a BCA. However, when data is available to perform a standard, HMA-approved BCA, the standard method must be used.

3. Are eligible critical facilities limited to those listed in this guidance?

No. The critical facilities listed in this guidance are not exhaustive. Eligible critical facilities are generally meant to include, but not be limited to, facilities such as hospitals, fire stations, police stations, and water and waste water treatment plants.

4. Must the generator be permanently installed in, or anchored to, the critical facility, or can it be portable?

Generators for a single facility or building should be permanently installed on site. Portable generators are eligible provided that they meet all HMGP requirements as described in **44 CFR Section 206.434, Eligibility**. The Applicant must ensure that the generator will be in place to protect the facility functions specified in the project application. The Application should describe relevant transport, hook up, and fuel supply and storage requirements at multiple facilities and how these will be executed if the generator is portable.

5. Is the purchase of generators for residential structures an eligible activity?

No. The purchase of a generator for the singular purpose of maintaining power for a single residential structure is not an eligible activity.

6. If a generator is required by code, is the purchase of a generator for these facilities eligible?

Yes, provided that the generator project meets all HMGP requirements as described in **44 CFR Section 206.434, Eligibility**.

7. What size generator is appropriate for a facility?

This will vary by facility and usage. It is not always necessary for the generator to support facility operations to their full capacity, but it should be sized appropriately to ensure the facility is able to provide uninterrupted critical functions in the event of future power outages.

8. Is there a National Emergency Management Information System (NEMIS) code for generators as a stand-alone project type?

Yes. The new NEMIS code for stand-alone generator projects is **601.2 – Generator Regular**. The NEMIS code for generator projects as part of the 5 percent discretionary allowance is **601.1 – Generator**.

Cost-effectiveness

9. Will FEMA develop a separate BCA module for generators?

No. A separate module is not necessary to perform the analysis. The Damage Frequency Assessment (DFA) module is able to perform this analysis for multiple hazards and project types. If you experience problems using the DFA module, contact the BC helpline at bchelp@fema.dhs.gov.

10. What are the key elements of a BCA for generator projects?

Key inputs required are:

- a. Project Useful Life:** According to **OMB Circular A-76, *Performance of Commercial Activities***, the useful life for generators or generator sets is 19 years. This value can be used as the default useful life value when performing the BCA. It may be altered based on manufacturer warranty or other documentation that can demonstrate that the generator may be able to provide service for longer than 19 years. Analysts should use the 19-year project useful life first.
- b. Project Costs:** The cost of generators varies by size, installation, and purpose. The generator's size and specifications should be reasonable, appropriate, and necessary to continuing critical functions of the facility. The exact costs for generators, installation, and components should be provided by the subapplicant and included in the costs when performing the BCA.
- c. Facility and Value of Service:** Analysis for facilities for potable water, waste water, police stations, fire stations, and hospitals can be quickly performed using FEMA's BCA toolkit and the DFA module, which provides service values for these facilities. To use these values, the analyst will need some information regarding the population served by the facility. For example, if a generator is to be installed at a waste water treatment plant, the analyst will need to know how many customers are served by the facility, as well as how many days the facility was not able to operate because of power failure. These values can typically be obtained from the facility manager and can be provided on official letterhead for documentation purposes.

-
- d. **Recurrence Determination:** Recurrence information used in the analysis may vary by location or by cause of power failure, such as wind or flood. See FAQ #17 for additional information.
 - e. **Other Benefits:** Other benefits (or costs avoided) may be included if they are addressed by the generator project.

11. What information is needed to perform a BCA for generator projects?

Information needed for performing the BCA will vary by facility. However, the following inputs are **required** to run the BCA module:

11.1 For **all BCAs** performed, the subapplicant must provide the following:

- a. The total project cost
- b. Useful life (19 years for generators)
- c. Estimated yearly maintenance costs
- d. The frequency of the event used in analysis that would cause a power failure demonstrating the need for a backup power source (generator)
- e. The number of days that service was affected (without power)

To calculate the value of services (benefits to society), the following inputs **must** be included for each specified facility type:

11.2 For Water or Waste Water Services:

- a. The number of customers affected by the power outage at the treatment plants

11.3 For Hospitals

- a. The number of people served by the hospital
- b. The distance in miles between the hospital being analyzed and the hospital that would treat these people in the event the hospital was inoperative
- c. The number of people normally served by the alternate hospital

11.4 For Police Stations

- a. The type of station (metropolitan, city, or rural)
- b. The number of people served by the police station
- c. The number of officers that work at the station and would serve the same area if the station were shut down as a result of a disaster

11.5 For Fire Stations

- a. The number of people served by the station
- b. The type of area served by the fire station (urban, suburban, rural, wilderness)
- c. The distance in miles to the nearest fire station that would provide protection for the area normally served by the fire station affected

d. Does the fire station provide emergency medical services?

Value of service for hospitals, police, and fire stations are in the DFA module by selecting Non Residential Buildings for the Facility Type for Loss of Function in the DFA modules as shown in the screen shots below.

The left screenshot shows the 'TYPE OF SERVICES' section. At the top, it says 'PROJECT: Test Generator, STRUCTURE: test generator' and 'MITIGATION TYPE: Damage-Frequency Assessment - TBD'. Below this is a 'Save and Go Back' button. The main section is titled 'TYPE OF SERVICES' and contains a list of 'Facility Type For Loss of Function *'. The options are: Utilities (unchecked), Roads/Bridges (unchecked), Non Residential Buildings (checked), and Not Applicable (unchecked).

The right screenshot shows the 'BUILDINGS' section. It also has the same project and mitigation type at the top. Below the 'Save and Go Back' button is a 'Facility Type *' dropdown menu with 'Fire Station' selected. Below this are several input fields: 'How many people are served by this fire station? *' (0), 'Indicate the type of area served by this fire station *' (SELECT), and 'What is the distance in miles between this fire station and the fire station that would provide fire protection for the geographical area normally served by this fire station?' (0.0). There is also a question 'Does the fire station provide Emergency Medical Services (EMS)?' with 'Yes' and 'No' radio buttons, where 'No' is selected. Below this is another input field for 'What is the distance in miles between this fire station and the fire station that would provide EMS for the geographical area normally served by this fire station?' (0.0). At the bottom right is a 'Show Total (\$/day)' button and a display showing '0.00'.

12. Are the benefits limited to damages avoided to the facility?

No, benefits are not limited to just damages avoided. The value of service for critical facilities can be used to demonstrate cost-effectiveness. The value of services for critical infrastructure and facilities are included in the BCA toolkit, which is available at <http://www.fema.gov/benefit-cost-analysis>. All costs associated with power failure that would be mitigated by a generator should be considered.

Additional losses can be included in the BCA if those losses are a direct result of interrupted power service that a generator would have mitigated. For waste water treatment plants, additional costs are sometimes required to bring the facility back to operating status after an extended power failure. This may include removal of sludge in equipment or additional man hours needed to bring the facility back to operational status. Those additional costs can be included above and beyond the value of service costs if a generator would have prevented those additional costs.

13. Can an Applicant consider multiple hazards in the BCA?

Yes. Multiple hazards may disrupt power supply. The Applicant will need to provide the frequency of each hazard used in its analysis.

14. How does an Applicant develop the return interval for an event requiring the use of a generator?

The recurrence interval used in the analysis will depend on the hazard that caused or will cause the facility to lose power. For example, in the New York City metropolitan area, winds of 85 miles per hour could equate to a 25-year recurrence interval. For other hazards, such as extreme snow fall, information about prior snow fall totals could be validated to estimate the recurrence interval. Recurrence interval data can be obtained from a number of sources, such as the National Weather Service for rainfall and ice storms and the U.S. Geological Survey for floods. If three or more past

events resulted in power failure, the DFA module can calculate the recurrence interval based on the years of the events. Question #17 provides some useful tools to assist in frequency determination.

Generally, two events are required to perform the analysis. Applicants/subapplicants are encouraged to provide as much historical damage information as they can. Projects submitted with one frequency will be considered acceptable.

15. In the case of a water treatment plant, is the cost of providing temporary water or other emergency protective measures considered a future cost avoided?

Yes. If the generator will negate the need for temporary water in the future, then those costs should be included in the analysis.

16. Are environmental benefits included in the BCA?

To the extent they can be captured and justified, environmental costs associated with raw sewage discharge can be included in the BCA for waste water treatment plants. FEMA does not have a default value for these associated costs, and these costs will vary by location. The Applicant/subapplicant should include all reasonable costs that will be mitigated by having a backup generator installed at a facility.

17. What resources are available to determine recurrence interval values?

Recurrence intervals may be determined by using some of the tools provided below:

- ◆ If the facility lost power as a result of wind damage to power lines feeding the facility, the analyst can utilize the Advanced Technology Council Wind Speed tool available at <http://www.atcouncil.org/windspeed/index.php> to determine the frequency of the coastal wind event.
- ◆ If power outages are attributed to flooding, recurrence information for the flooding event should be used in the analysis. The National Weather Services provides the Precipitation Frequency Data Server at <http://hdsc.nws.noaa.gov/hdsc/pfds/>, which can be utilized to establish a frequency for various precipitation events.
- ◆ U.S. Geological Survey stream gauge data can also be used to extrapolate frequency information for flood events, details of which can be found in the *Supplement to the Benefit-Cost Analysis Reference Guide* in the FEMA library at <http://www.fema.gov/library/viewRecord.do?id=4830>.
- ◆ National Snow and Ice Data Center (National Aeronautics and Space Administration, National Oceanic and Atmospheric Administration, National Science Foundation) at <http://nsidc.org/data/search/data-search.html>.
- ◆ Insurance claims, BureauNet information, damage repair records, data from the State/local agency, or local government Newspaper accounts citing credible sources (other than homeowner accounts) could be used in conjunction with the DFA module's unknown frequency calculator. Using this method may require more time as three events are required for analysis.

18. How should emergency operations centers (EOCs) be evaluated for inclusion in the BCA toolkit?

Finding the value (in loss of service terms) of a State Emergency Operation Center to prove cost-effectiveness of a generator project is difficult. FEMA will allow reasonable and justified “loss of service” costs for State and local EOCs that are identified by the Grantee to be entered into the DFA module to evaluate cost-effectiveness of an EOC generator project. Another or additional option is to investigate the costs of remobilizing an EOC to an alternate / continuity of operations location that could be avoided should the EOC be supplied with an uninterruptible power source such as a generator.

Scenarios

Different power failure scenarios at various facilities are outlined below. For analysis purposes, each facility was reviewed using 4 days of loss of service due to power failure at the 25-year recurrence. The 25-year recurrence interval for the test cases is based on observed wind speeds and the frequency was extrapolated using the Advanced Technology Council Wind Speed tool for the New York metropolitan area. Other project locations should use the appropriate recurrence intervals for the hazard being mitigated. Analysis was performed using the DFA module in the BCA Toolkit.

The scenarios are for demonstration purposes only. Dollar amounts and frequency intervals were chosen for comparison purposes only. Analysts should use the appropriate values for the facility being examined. For those performing the analysis, assistance is available through the benefit-cost helpline at bchelp@fema.dhs.gov or at 1-855-540-6744. The helpline is not allowed to perform or review analyses but can provide answers to specific questions regarding methodologies.

When performing the BCA, inputs used in the module should be documented, as with all analysis. Documentation sources may include, but are not limited to, correspondence with facility or site managers, data available from the county or facility Web site, information from other government Web sites, media releases, engineering analysis, and letters from the facility manager. Discussion of data documentation is available in the BCA training materials available on FEMA.gov. There are no special or extraordinary data documentation requirements for this project type.

Scenario 1: The Purchase and Installation of a Generator at an Urban Police Station

Assumptions:

- ◆ The police station has 119 officers who serve up to 27,000 residents
- ◆ The police station loses power and the efficiency of the police station drops to 50 percent (assumes 50 percent of the force are working out of other facilities or within the community)
- ◆ The power is not fully restored for 4 days
- ◆ The project useful life for the generator is 19 years
- ◆ The project cost is \$50,000

Benefit-Cost Ratio:

- ◆ The resulting benefit-cost ratio (BCR) is 1.23

Scenario 2: The Purchase and Installation of a Generator at an Urban Fire Station

Assumptions:

- ◆ The fire station has 119 firefighters who serve up to 27,000 residents
- ◆ The fire station loses power and the efficiency of the fire station drops to 50 percent
- ◆ The power is not fully restored for 4 days
- ◆ The project useful life for the generator is 19 years
- ◆ The project cost is \$50,000

Benefit-Cost Ratio:

- ◆ The resulting BCR is 0.80

Scenario 3: The Purchase and Installation of a Generator at an Urban Hospital

Assumptions:

- ◆ The hospital serves up to 27,000 residents
- ◆ The power is not fully restored for 4 days
- ◆ The project useful life for the generator is 19 years
- ◆ The project cost is \$200,000

Benefit-Cost Ratio:

- ◆ The resulting BCR is 1.0

Scenario 4: The Purchase and Installation of a Generator at a Rural Area Water Treatment Plant (Potable Water)

Assumptions:

- ◆ The water treatment plant serves up to 15,000 customers
- ◆ The plant loses power for 3 days
- ◆ A 100-year recurrence interval is used
- ◆ The project cost is \$200,000

Benefit-Cost Ratio

- ◆ The resulting BCR is 1.05

Scenario 5: The Purchase and Installation of a Generator at an Urban Area Waste Water Treatment Plant

Assumptions:

- ◆ The waste water treatment plant serves up to 500,000 residents
- ◆ The waste water treatment plant loses power and there is no service
- ◆ The power is not fully restored for 4 days
- ◆ The project useful life for the generator is 19 years
- ◆ The project cost is \$1,500,000

Benefit-Cost Ratio:

- ◆ The resulting BCR is 24.8

H. Eligibility and Completeness Review Checklist for Planning Subapplications

Applications submitted to FEMA that do not contain at least the basic components listed below may be immediately denied because there is no method to determine eligibility without this data. Additional information may be requested during FEMA review. This information is required for all submittals, including potential substitutions.

Application Component	Yes	No	Comments
General			
Documentation included in the subapplication?			
Technical Assistance Needed? Subapplicant is encouraged to contact the State (Applicant) to request application development assistance. FEMA resources may be available but will only be provided if requested by the Applicant.			
Applicants			
Applicant included management costs for delivery of technical assistance for mitigation planning (e.g., plan reviews, planning workshops, training)			
Scope of Work (SOW)			
Proposed planning activity is consistent with 44 CFR Part 201			
Proposed planning activity is described, including whether it will result in a new or updated hazard mitigation plan (including public involvement, identification of hazards, development of a comprehensive risk/vulnerability assessment, identification of mitigation goals and strategies, and plan implementation) or enhance an existing mitigation plan through a planning-related activity			
Participating jurisdiction(s) are identified and described			
A statement is provided on how the overall planning effort will be coordinated			
SOW is consistent with work schedule and cost estimate (describes entire planning process)			
For mitigation plan updates, the SOW describes the process that each jurisdiction will complete to review each section of the previous plan and address gaps, as needed; new information (including hazard, land use, and development trends); how the previous plan was implemented; and what process will be used			
Copy of the plan review document (i.e., review tool or crosswalk) from the FEMA approval of the previous plan is included, if available/applicable			

Application Component	Yes	No	Comments
Schedule			
Work schedule of 3 years or less is provided and allows sufficient time for State and FEMA reviews; preparation of required revisions, if needed; formal adoption by the jurisdiction(s); and FEMA approval			
Cost Estimate			
Cost estimate supports the SOW and is reasonable for the jurisdictions participating			
Assurances			
FEMA Form 20-16A, Assurances Non-Construction Programs			
FEMA Form 20-16C, Certifications Regarding Lobbying, etc.			
SF-LLL, Disclosure of Lobbying Activities			

I. EHP Checklist

“Yes” indicates that the environmental regulation or statute may apply to your project.

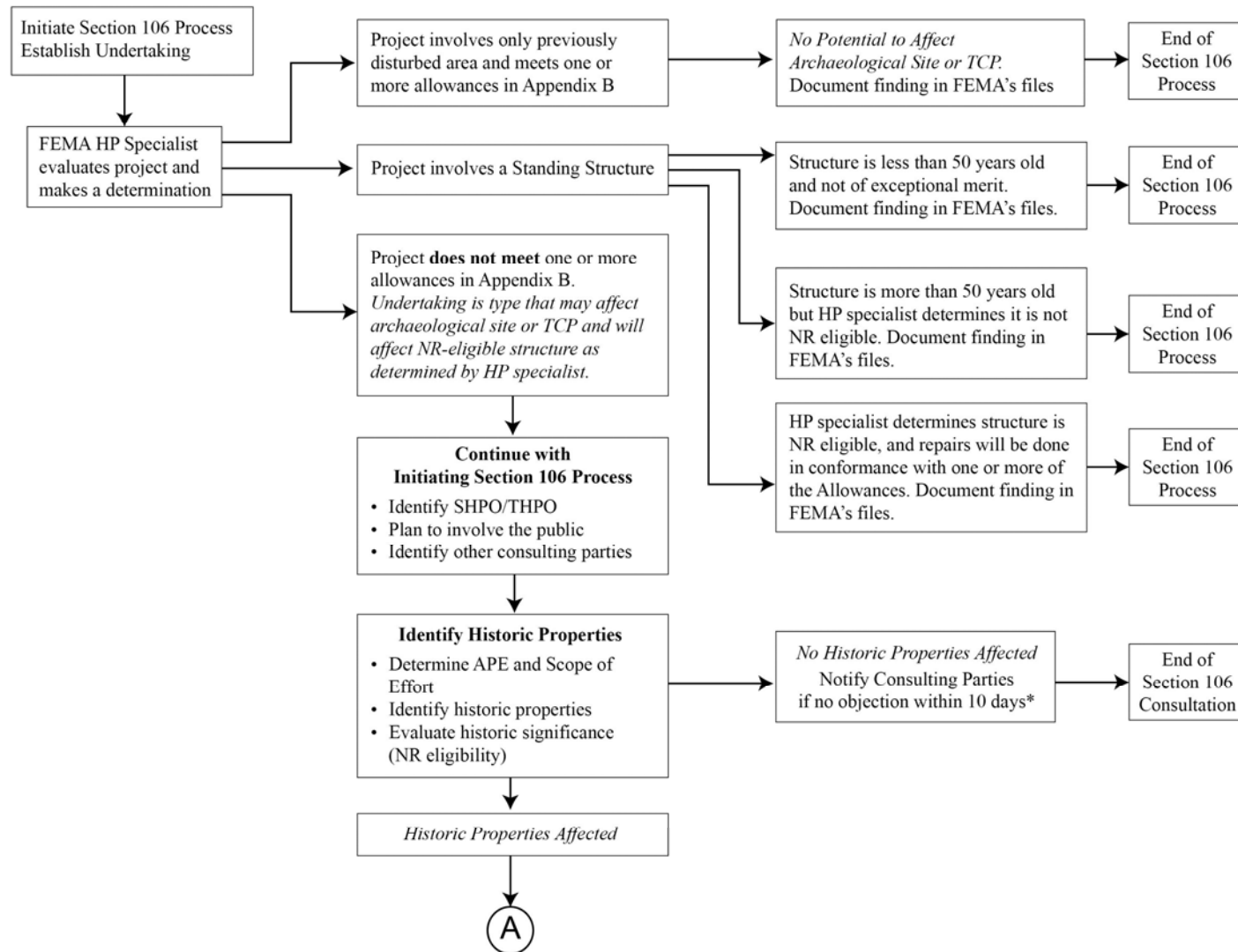
Environmental Regulation or Statute		Yes	No
National Historic Preservation Act			
1.A	Would the proposed project affect, or is the proposed project in close proximity to, any buildings or structures 50 years or more in age?		
1.B	Will the proposed project involve disturbance of ground?		
Endangered Species Act and Wildlife Coordination Act			
2.A	Are federally listed or endangered species, or their critical habitat, present in or near the project area and, if so, which species are present?		
2.B	Will the proposed project remove or affect vegetation?		
2.C	Is the proposed project in or near (within 200 feet), or likely to affect, any type of waterbody or body of water?		
Clean Water Act, Rivers and Harbors Act			
3.A	Will the proposed project involve dredging or disposal of dredged material, excavation, the addition of fill material, or result in any modification to water bodies or wetlands designated as “waters of the United States” as identified by the U.S. Army Corps of Engineers or on the National Wetland Inventory?		
Executive Order 11988 (Protection of Floodplains) and Executive Order 11990 (Protection of Wetlands)			
4.A	Does a Flood Insurance Rate Map, Flood Hazard Boundary Map, hydrological study, or some other source indicate that the project is located in, or will affect, a 100-year floodplain, a 500-year floodplain (if a critical facility), an identified regulatory floodway, or an area prone to flooding?		
4.B	Is the proposed project located in, or will it affect, a wetland as listed in the National Wetland Inventory?		
4.C	Will the proposed project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation?		
4.D	Is the proposed project located in, or will it affect, a floodplain or wetland? If yes, the 8-step process summarized in Appendix J must be completed.		
Coastal Zone Management Act			
5.A	Is the proposed project located in the State’s designated coastal zone?		
Farmland Protection Policy Act			
6.A	Will the proposed project convert more than 5 acres of “prime or unique” farmland outside city limits to a non-agricultural use?		
Resource Conservation Recovery Act and Comprehensive Environmental Response, Compensation, and Liability Act			
7.A	Is there reason to suspect there are contaminants from a current or past use on the property associated with the proposed project?		
7.B	Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project?		
7.C	Will any project construction or operation activities involve the use of hazardous or toxic materials?		

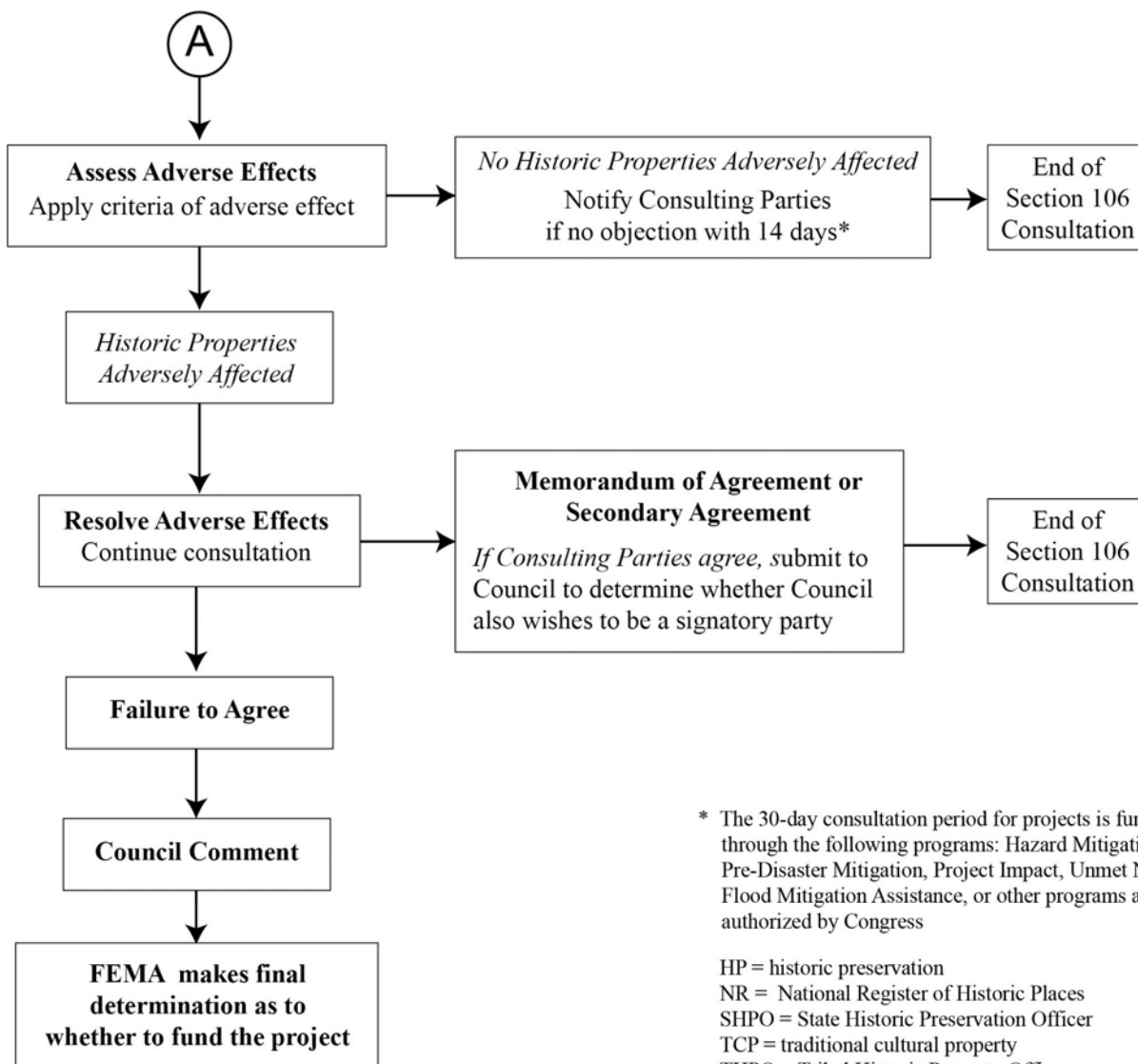
Environmental Regulation or Statute		Yes	No
7.D	Are any of the current or past land uses of the property associated with the proposed project or are any of the adjacent properties associated with hazardous or toxic materials?		
Executive Order 12898 (Environmental Justice for Low Income and Minority Populations)			
8.A	Are there any low-income or minority populations in the project's area of effect or adjacent to the project area?		
Other Environmental/Historic Preservation Laws (including applicable State laws) or Issues			
9.A	Are other environmental/historic preservation requirements associated with this project?		
9.B	Are any controversial issues associated with this project?		
9.C	Have any public meetings been conducted, or public comment solicited, on the proposed project?		

J. 8-Step Decision Making Process for Floodplain Management Considerations

- Step 1.** Determine whether the proposed action is located in a wetland and/or the 100-year floodplain (500-year floodplain for critical actions) and whether it has the potential to affect or be affected by a floodplain or wetland (see 44 CFR Section 9.7).
- Step 2.** Notify the public at the earliest possible time of the intent to carry out an action in a floodplain or wetland, and involve the affected and interested public in the decision-making process (see 44 CFR Section 9.8).
- Step 3.** Identify and evaluate practicable alternatives to locating the proposed action in a floodplain or wetland (including alternative sites, actions, and the “no action” option) (see 44 CFR Section 9.9). If a practicable alternative exists outside the floodplain or wetland, FEMA must locate the action at the alternative site.
- Step 4.** Identify the potential direct and indirect impacts associated with the occupancy or modification of floodplains and wetlands and the potential direct and indirect support of floodplain and wetland development that could result from the proposed action (see 44 CFR Section 9.10).
- Step 5.** Minimize the potential adverse impacts and support to or within floodplains and wetlands to be identified under Step 4, restore and preserve the natural and beneficial values served by floodplains, and preserve and enhance the natural and beneficial values served by wetlands (see 44 CFR Section 9.11).
- Step 6.** Reevaluate the proposed action to determine first, if it is still practicable in light of its exposure to flood hazards, the extent to which it will aggravate the hazards to others, and its potential to disrupt floodplain and wetland values, and second, if alternatives preliminarily rejected at Step 3 are practicable in light of the information gained in Steps 4 and 5. FEMA shall not act in a floodplain or wetland unless it is the only practicable location (see 44 CFR Section 9.9).
- Step 7.** Prepare and provide the public with a finding and public explanation of any final decision that the floodplain or wetland is the only practicable alternative (see 44 CFR Section 9.12).
- Step 8.** Review the implementation and post-implementation phases of the proposed action to ensure that the requirements stated in 44 CFR Section 9.11 are fully implemented. Oversight responsibility shall be integrated into existing processes.

K. Section 106 Process under the National Historic Preservation Act





* The 30-day consultation period for projects is funded through the following programs: Hazard Mitigation Grant, Pre-Disaster Mitigation, Project Impact, Unmet Needs, Flood Mitigation Assistance, or other programs as authorized by Congress

HP = historic preservation
NR = National Register of Historic Places
SHPO = State Historic Preservation Officer
TCP = traditional cultural property
THPO = Tribal Historic Property Officer

L. Application for Advance Assistance

Hazard Mitigation Grant Program (HMGP) Advance Assistance Pilot Optional Application

The State of _____ requests \$_____ in Advance Assistance¹ for DR_____ pursuant to Section 1104 of the Sandy Recovery and Improvement Act (SRIA) of 2013 to accelerate implementation of the Hazard Mitigation Grant Program (HMGP). The State will use Advance Assistance to develop mitigation strategies and obtain data to prioritize, select and develop complete HMGP applications in a timely manner, as described in the Project Description (Work Scope) below.

Disaster and Project Number _____

Project Title: Advance Funding Request

Applicant _____

Federal Information Processing Standard (FIPS) Code _____

Applicant's Agent and Contact Information _____

Project Description (Work Scope)

List proposed activities, estimated costs and deliverables. (See Advance Assistance Frequently Asked Questions for list of eligible activities).

Activity	Estimated Cost	Deliverable
1.		
2.		
3.		
(Etc.)		

Work Schedule

Following is a schedule of proposed milestones by quarter for all major activities by which the State proposes to monitor progress for Advance Assistance:

¹States may apply for up to 25 percent of the estimated total HMGP grant amount or \$10 million, whichever is less.

Q1 (First Quarter Following Initial Approval)

Activity	Milestone	Deliverables
1.		
2.		
3.		
(Etc.)		

Budget Information

Total Estimated Cost (Federal and non-Federal cost) _____

Total Federal Cost _____

Line Item Budget

The State may request that FEMA obligate Advance Assistance funds incrementally, based on when the State needs the funds. Please list the obligation schedule by activity below.

Activity	Initial Amount Requested	Second Amount Requested	Third Amount Requested	Total Requested
1,				
2,				
3.				
(Etc.)				

Additional Information Section

Provide any relevant information or explanation.

C HAZARD ANALYSIS

Hazard identification and rankings were obtained primarily from the Gardena hazard identification exercise. The hazard identification exercise was conducted as a participatory Steering Committee exercise to identify the potential hazards within the City. The hazard identification exercise was facilitated using an interactive software spreadsheet that asked specific questions on potential hazards and then rated them accordingly. These questions guided the team in the correct facilitation and application of the program. The following information summarizes the hazard identification exercise risk ranking results, including the descriptions of each hazard factor, and provides the specific descriptor choices for each risk factor and description. Additionally, a risk ranking matrix is provided to designate the overall ranking score and categorization of each hazard.

Hazard Identification and Risk Ranking

Each hazard profile included a profile ranking of the hazard (ranging from low risk to high risk). The Steering Committee determined this initial profile ranking based on all of the hazard identification and profile research summarized and group discussion and evaluation of all of the data, including numerical rankings (1-5) of the following criteria:

- **Consequence/Severity** – How wide spread is the impact area?
- **Secondary Effects** – Could the event trigger another event and separate response?
- **Probability/Frequency** – Historical view of how often this type of event occurs locally and projected recurrence intervals.
- **Warning/Onset** – Advance warning of the event, or none.
- **Duration** – Length of elapsed time where response resources are active.
- **Recovery** – Length of time until lives and property return to normal.



Risk Factors for Hazard Identification			
Risk Factor	Description	Descriptors	Value
Probability/ Frequency	Prediction of how often a hazard will occur in the future	Infeasible event - not applicable due to geographic location characteristics	0
		Rare event - occurs less than once every 50 years	1
		Infrequent event - occurs between once every 8 years and once every 50 years (inclusive)	2
		Regular event - occurs between once a year and once every 7 years	3
		Frequent event - occurs more than once a year	4
Consequence/ Severity	Physical Damage - structures and lifelines Economic Impact – loss of function for power, water, sanitation, roads, etc.	No damage	1
		Minor/slight damage to buildings and structures, no loss of lifelines	2
		Moderate building damage, minor loss of lifelines (less than 12 hours)	3
		Moderate building damage, lifeline loss (less than 24 hours)	4
		Extensive building damage, widespread loss of lifelines (water, gas, electricity, sanitation, roads), loss of life	5
Vulnerability	Impact Area - area impacted by a hazard event Secondary Impacts - Capability of triggering additional hazards Onset - Period of time between initial recognition of an approaching hazard and when the hazard begins to impact the community	No physical damage, no secondary impacts	1
		Localized damage area	2
		Localized damage area, minor secondary impacts, delayed hazard onset	3
		Moderate damage area, moderate secondary impacts, moderate warning time	4
		Widespread damage area, significant secondary impacts, no warning time	5

Each profile includes a ranking of the hazard. The hazard rankings were determined by assigning each hazard the appropriate risk factors as described above. The risk factors were then used with a hazard ranking matrix to determine the final hazard score. The following table provides the matrix used for determining each hazard's score.

Risk Ranking Matrix							
Probability/Frequency Description	Risk Ranking Matrix						
Rare Event: Occurs less than once every 50 years	Probability/Frequency	Consequence/Severity					
	Value	1	1	2	3	4	5
	Vulnerability	1	1	2	3	4	5
		2	2	4	6	8	10
		3	3	6	9	12	15
		4	4	8	12	16	20
Infrequent Event: Occurs between once every 8 years and once every 50 years (inclusive)	Probability/Frequency	Consequence/Severity					
	Value	2	1	2	3	4	5
	Vulnerability	1	2	4	6	8	10
		2	4	8	12	16	20
		3	6	12	18	24	30
		4	8	16	24	32	40
Regular Event: Occurs between once a year and once every 7 years	Probability/Frequency	Consequence/Severity					
	Value	3	1	2	3	4	5
	Vulnerability	1	3	6	9	12	15
		2	6	12	18	24	30
		3	9	18	27	36	45
		4	12	24	36	48	60
Frequent Event: Occurs more than once a year	Probability/Frequency	Consequence/Severity					
	Value	4	1	2	3	4	5
	Vulnerability	1	4	8	12	16	20
		2	8	16	24	32	40
		3	12	24	36	48	60
		4	16	32	48	64	80
	Probability/Frequency	Consequence/Severity					
	Value	5	1	2	3	4	5
	Vulnerability	1	5	10	15	20	25
		2	10	20	30	40	50
		3	15	30	45	60	75
		4	20	40	60	80	100

The hazard scores from the Hazard Ranking Matrix were compared to the hazard rank criteria to finally categorize each hazard with a hazard ranking. The table below provides the value determinations for each hazard ranking.

Risk Rank Categorization	
High Hazard	50 to 100
Moderately High Hazard	25 to 49
Moderate Hazard	15 to 24
Moderately Low Hazard	5 to 14
Low Hazard	1 to 4

The hazard ranking worksheets are provided in the following pages.

HAZARD IDENTIFICATION AND RISK RANKING

Earthquake

Probability	Rare event - occurs less than once every 50 years	1
Consequence	Extensive building damage, widespread loss of lifelines (water, gas, electricity, sanitation, roads), loss of life	5
Vulnerability	Widespread damage area, significant secondary impacts, no warning time	5
Risk	Moderately High	25
Comments	Northridge - No significant damage, normal shake damage, no infrastructure failure. The team identified another earthquake in Whittier (circa 87) but agreed the scenario was still rare.	

Hazardous Materials Release

Probability	Rare event - occurs less than once every 50 years	1
Vulnerability	Extensive building damage, widespread loss of lifelines (water, gas, electricity, sanitation, roads), loss of life	5
Consequence	Widespread damage area, significant secondary impacts, no warning time	5
Risk	Moderately High	25
Comments	The City is within a few miles of the Torrance Refinery. Torrance Refinery Action Alliance (TRAA). Foam and manufacturing business are located in South Gardena. The Team noted the 2005 Sulfur Mercaptan release incident. HazMat response team located in Carson.	

Pipeline Failure

Probability	Rare event - occurs less than once every 50 years	1
Consequence	Extensive building damage, widespread loss of lifelines (water, gas, electricity, sanitation, roads), loss of life	3
Vulnerability	Moderate damage area, moderate secondary impacts, moderate warning time	4
Risk	Moderate	20
Comments	Major Pipelines run along Rosecrans	

HAZARD IDENTIFICATION AND RISK RANKING

Windstorm

Probability	Infrequent event - occurs between once every 8 years and once every 50 years (inclusive)	2
Consequence	Moderate building damage, minor loss of lifelines (less than 12 hours), lost time injury but no disability	3
Vulnerability	Localized damage area, minor secondary impacts, delayed hazard onset	3
Risk	Moderate	18
Comments	Falling trees bringing down powerlines is the biggest issue. This can result in power loss, injury, and sometimes death.	

Disease Outbreak

Probability	Rare event - occurs less than once every 50 years	1
Consequence	Moderate building damage, lifeline loss (less than 24 hours), severe injury or disability	4
Vulnerability	Widespread damage area, significant secondary impacts, no warning time	3
Risk	Moderately Low	12
Comments		

Urban Fire

Probability	Rare event - occurs less than once every 50 years	1
Consequence	Extensive building damage, widespread loss of lifelines (water, gas, electricity, sanitation, roads), loss of life.	5
Vulnerability	Localized damage area	2
Risk	Moderately Low	10
Comments	CNG/Propane and gas at public works yard and City bus line yard. Goal for LACO Fire response time is 4-5 min. The team noted that high density living zones are higher vulnerability for urban fire. Underground pipelines	

HAZARD IDENTIFICATION AND RISK RANKING

traverse the area, this may result in a rupture/fire. Pipelines run up and down Rosecrans from the Torrance Refinery to the airport.

Adversarial Events

Probability	Rare event - occurs less than once every 50 years	1
Consequence	Moderate building damage, minor loss of lifelines (less than 12 hours), lost time injury but no disability	3
Vulnerability	Moderate damage area, moderate secondary impacts, moderate warning time	3
Risk	Moderately Low	9
Comments	City IT system is robust, but cyber security is a more-likely event. Police have robust capability to respond to violent events.	

Flood

Probability	Rare event - occurs less than once every 50 years	1
Consequence	Moderate building damage, minor loss of lifelines (less than 12 hours), lost time injury but no disability	3
Vulnerability	Localized damage area	2
Risk	Moderately Low	6
Comments	1995 - Flooding in North end of town by Rowley park. No damage due to recent storms. The Willows (designed to be a basin - no community hazards) are in the wetlands (500 year) and the Dominguez Channel area is identified.	

Drought

Probability	Regular event - occurs between once a year and once every 7 years	3
Consequence	No damage	1
Vulnerability	No physical damage, no secondary impacts	1
Risk	Low	3

HAZARD IDENTIFICATION AND RISK RANKING

Comments	Golden State and Cal Water purchased water from MWD. Golden State is ultimately responsible for water supply resiliency. However, the City gets involved in conservation efforts and may be involved in resilience efforts to secondary impacts for drought.
-----------------	--



PUBLIC PARTICIPATION & PLANNING PROCESS DOCUMENTATION

In order to facilitate the development of a Hazard Mitigation Plan (HMP) that includes valuable input from the community, the City of Gardena (City) solicited public participation in a survey posted on the City's website and on social media. The survey included 10 questions, provided in English and Spanish, designed to provide insight into the community's opinion on perceived vulnerability to certain hazard events, to clarify which methods the community prefers to receive educational and outreach materials, and to illustrate the participants' overall level of hazard awareness.

D.1 Survey Contents and Responses

This section includes the survey questions followed by the responses received. Over a period of a month, the City received 20 responses from the public. Those responses were tabulated and listed below.

1. In the past five years, have you or someone in your household experienced a disaster such as an earthquake, severe windstorm, flood, wildfire, or other type of disaster? Yes, or No?

Yes	No	No Answer	Total
4	16	-	20

2. If yes, which of these disasters have you or someone in your household experienced?

- Earthquake
- Hazardous Materials Release
- Gas Pipeline Failure
- Windstorm
- Disease Outbreak
- Urban Fire
- Adversarial Event
- Flood
- Drought

Hazard	Number	Hazard	Number
Earthquake	3	Urban Fire	0
Hazardous Material Release	0	Adversarial Event	0
Gas Pipeline Failure	0	Flood	2
Windstorm	0	Drought	2
Disease Outbreak	1		

Note: This is based on the 15 respondents who answered “yes” to Question 1.

3. How concerned are you about the following disasters affecting the City of Gardena?

Hazard	Completely Unconcerned		Moderately Concerned		Extremely Concerned
	1	2	3	4	5
Earthquake	-	8	6	4	3
Hazardous Material Release	-	6	5	5	3
Gas Pipeline Failure	1	6	6	5	2
Windstorm	5	8	4	1	2
Disease Outbreak		6	4	5	4
Urban Fire	3	5	6	3	2
Adversarial Event	2	6	5	2	3
Flood	4	7	5	2	1
Drought	-	4	6	4	6

To tally the results for question three, the levels of concern were given numerical values from one to five, with five being most concerned. The results for each hazard were averaged and then ranked highest to lowest. The result was the following hazard ranking based on the participants’ responses.

Table D-1: Participant Hazard Ranking

Hazard	Average Level of Concern
Drought	3.6
Disease Outbreak	3.37
Hazardous Materials Release	3.26
Earthquake	3.1
Pipeline Failure	3.05
Adversarial Events	2.89
Urban Fire	2.79
Flood	2.42
Windstorm	2.32

4. Have you ever received or requested information on ways to make your family and/or home safer from local hazards?

Yes	No	Total
17	3	20

5. How recently did you receive this information?

- In the last 6 months
- 6-12 months ago
- 1-2 years ago
- 2-5 years ago
- More than 5 years ago
- I don't remember

Timeframe	Number	Timeframe	Number
In the last 6 months	1	2-5 years ago,	1
6-12 months ago,	-	More than 5 years ago	-
1-2 years ago,	1	I don't remember	1

Note: This is based on the 19 respondents who answered "yes" to Question 4.

6. From whom did you last receive this information?

- News Media
- Government Agency
- Insurance Agent or Company
- Utility Company
- American Red Cross
- Other Non-profit Organization
- Unsure
- Other: _____

Information Source	Number	Information Source	Number
News Media	-	Other Non-profit Organization	-
Government Agency	-	Web search	1
Insurance Agent or Company	1	Unsure	1
Utility Company	-	Social Media	1
American Red Cross	-		

Note: This is based on the 19 respondents who answered "yes" to Question 4.

7. What are the best ways for you to receive information about making your family and home safer from local disasters? (Please check all that apply)

Newspapers:

- Newspaper stories
- Newspaper ads

Television:

- Television news
- Television ads

Radio:

- Radio news
- Radio ads

Other methods:

- Schools
- Outdoor advertisements (billboards, etc.)

- Books
- Mail
- Fire Department/Rescue
- Internet search
- Fact sheet or brochure available at a City facility or event
- Chamber of Commerce
- Public workshop/meeting
- Magazine
- Social Media
- Other (please explain)

The following table illustrates the number of responses for each information source listed by total number of responses.

Information Source	Number	Information Source	Number
Newspaper stories	1	Mail	12
Newspaper ads	3	Fire Department/Rescue	5
Television news	9	Internet search	9
Television ads	3	Fact sheet or brochure avail...	8
Radio news	4	Chamber of Commerce	1
Radio ads	3	Public workshop/meeting	7
Schools	4	Magazine	0
Outdoor Advertisements	6	Social Media	11
Books	0		

8. What steps, if any, have you or someone in your household taken to prepare for a disaster? *(Check all that apply)*

Our household has an emergency supply with the following:

- Food
- Water
- Flashlight(s)
- Batteries
- Battery-powered radio
- Medical supplies (First aid kit)
- Fire extinguisher
- Moist towelettes, garbage bags and plastic ties for personal sanitation
- Dust mask or cotton t-shirt (for air filtering)
- Plastic sheeting and duct tape (to shelter in-place)
- Wrench or pliers to shut off utilities
- Clothing
- Sleeping bag or warm blanket for each person
- Prescription medications
- Important family documents (copies of insurance policies, ID, and bank account records)
- Smoke detectors in each room of the house
- First-aid training
- Fire Escape Plan
- Reconnection Plan (where to go and who to call after a disaster)
- Utility Shut-off Instructions
- Other: _____

The following table illustrates the number of responses for each disaster preparation action listed by total number of responses.

Emergency Supply Item	Number	Emergency Supply Item	Number
Flashlight(s)	14	Important family documents	12
Batteries	12	Battery-powered Radio	7
Fire Extinguisher	10	Sleeping Bag or warm blanket	8

Emergency Supply Item	Number	Emergency Supply Item	Number
Wrench or Pliers for utility shut-off	11	Prescription Medications	8
Food	12	Clothing	10
Water	15	Dust mask or cotton T-shirt	9
Medical Supplies	12	Plastic Sheeting or Duct Tape	7
Moist towelettes, garbage bags and plastic ties for personal sanitation	12	Smoke detectors in each room of the house	16
First-aid training	10	Fire Escape Plan	9
Reconnection Plan	9	Utility Shut-off Plan	10
Other			

9. How many years have you lived in the City of Gardena?_____ years

Years of Residence			
0-15 year	10	36-50+ years	5
16-25 year	4	No Answer	-
26-35 years	1		

The years of residence for each participant ranges from three years to 55 years. The average length of residence among participants was 30 years with the majority of responders falling into the 36–50-year residency range.

10. Do you own or rent your home?

Rent	Own	Total
3	17	20

D.2 Inferences

The results of the public survey served three main purposes. It created a profile of the group of responders, provided insight regarding the methods the public would like to receive safety information, and, lastly, it provided the Steering Committee with the public's opinion of the hazard ranking. Conclusions drawn from the collected responses for each of these areas are discussed in more detail in the following subsections.

Participant Profile

It was important for the Steering Committee to identify certain characteristics of the participating group in order to give proper weight to the feedback received. First, each participant was asked to provide their years of residence and whether or not they owned or rented their home. With regards to years of residence, the assumption was made that those who had lived in the City over an extended period of time would have a better understanding of the hazards that have affected the City historically. Next, the Steering Committee assumed homeowners would take more interest in their community than renters due to higher personal investment in the long-term stability and functionality of the City. Based on these two assumptions and the responses received (see questions 9 and 10 above), the Steering Committee determined the participating group was invested in the success of the City and had a good grasp of historical hazard events as half of the participants have lived in the City more than 15 years.

Next the Steering Committee wanted to assess whether or not the participating group had actively tried to mitigate hazards in their own homes. An assumption was made that those who took a proactive role in mitigating hazards individually would have a better understanding of the City's efforts to mitigate the effects of a regional hazard. While the details of the responses from question 8 can be viewed above, the main point is that nearly all of the participants had taken steps to prepare themselves for a disaster. In doing so, this demonstrated to the Steering Committee the participating group was conscious of the threat of hazard events and were proactive about taking steps to mitigate loss. Coupled with their perceived knowledge of historical hazard events and personal investment in the City's progress, the Steering Committee determined the feedback from the participating group was credible and beneficial to the HMP update process.

Methods for Successful Public Outreach

Public education and outreach serve as one of the critical ways to mitigate future losses. While the City already has many outreach campaigns in place, the Steering Committee decided it would be useful for the public to comment on which information distribution methods were best for receiving information. The data provided from this line of questioning will allow the City to maximize its outreach efforts by utilizing those methods provided by the public to guide future outreach campaign planning.

Only 20% of the participants answered question 4 on whether participants had received or requested safety information regarding local hazards. This is significantly different from the majority of participants who said they took steps in their homes to protect themselves against disasters. Therefore, most of the participating group took preventive actions without requesting information from local authorities. While this data tells us little about the best ways to reach the public, it provided a little more insight into the participating group profile.

According to the survey results, the primary method the public would like to receive safety information is through mailers and Social Media. However, the Steering Committee acknowledged that the survey was advertised through the City Website and social media so many participants may have been notified via this method. Therefore, this result may be biased based on the preferences of the participation group. Conversely, the survey received a great response compared to the level of public participation through other methods. Therefore, the City's website and social media outlets have proven to be a good method for reaching the public. Future outreach campaigns within the City will consider using the City's website and social media outlets whenever appropriate, in addition to exploring other options.

Other methods that received strong support from the public were mail, television news, and fact sheets/brochures. The Steering Committee resolved to examine how they could expand the City's use of each of these mediums in future outreach programs.

Hazard Profiling

To fulfill FEMA's requirement to include the public in the planning process, the survey participants were asked to rank the hazards identified in the first Steering Committee meeting. The participants ranked the hazards based on their level of concern. The results were tallied and organized greatest to least to create a public hazard ranking. The list created by the Steering Committee and the Public ranking were reviewed side by side as shown below.

Steering Committee Hazard Ranking	Survey Participant Hazard Ranking
Earthquake	Drought
Hazardous Materials Release	Disease Outbreak
Pipeline Failure	Hazardous Materials Release
Windstorm	Earthquake
Disease Outbreak	Pipeline Failure
Urban Fire	Adversarial Events
Adversarial Events	Urban Fire
Flood	Flood
Drought	Windstorm

The Steering Committee reviewed the two hazard rankings and considered the difference between each list. The Steering Committee found that those hazards which affected individuals received the highest ranking from the public while the Steering Committee gave a higher ranking to hazards with the most perceived vulnerability to the whole City. The Steering Committee discussed several potential reasons for the differences in perceived vulnerability. The first reason may be that the public might only be privy to hazard information that affects them directly or that is publicized by the media. Another reason might be the manner in which the question was asked. Asking about a personal level of concern may have led participants to reflect only on their personal safety rather than the vulnerability of the entire City. With these two items in mind, the Steering Committee resolved to use the public's ranking as a guide to which mitigation actions would be well received by the community. The Steering Committee assumed when the City implements mitigation measures for hazards which present the highest level of concern, the action will lessen the magnitude of concern and will therefore be viewed favorably by the public. The Steering Committee intends for the City to use this information as a way to include the public's opinion as it continues to implement new mitigation measures.

D.3 Planning Process

The following sections provide additional information and supporting documentation about the planning process implemented by the Steering Committee to update the Hazard Mitigation Plan. For descriptions of the content of each Steering Committee meeting, please refer to Chapter 1.

Steering Committee Announcements

Hazard Mitigation Plan: Steering Committee Members



The City of Gardena is
looking for RESIDENTS
to join the Steering
Committee

For More Information:

If you have any questions or are interested in becoming a potential member of the Steering Committee, please contact Hong Lee at hlee@cityofgardena.org or (310)217-9564 by Thursday, February 3, 2022.

Purpose:

- Develop list of hazards
- Reduce and eliminate impacts
- Identify existing mitigation measures



POTENTIAL STEERING COMMITTEE PARTICIPANTS

The following list outlines potential Steering Committee participants that should be invited to the initial meeting. All invitations should be documented to be included in the Hazard Mitigation Plan as evidence of public and stakeholder outreach. Please maintain records of any emails. If appropriate, please consider copying Ryan.Bray@RMPCorp.com. Risk Management Professionals staff is happy to maintain documentation on the City's behalf.

1. City Planning and Safety Representatives
2. Public Works Representatives
3. Engineering Representatives
4. Local Fire Department Representatives
5. Local Police Department Representatives
6. Los Angeles County Office of Emergency Services Representatives
7. Local Hospital Representatives
8. Local School Representatives
9. Interested Public Representatives
10. Neighboring Communities

Steering Committee Meeting #1



CITY OF GARDENA HAZARD MITIGATION PLAN

STEERING COMMITTEE #1

Ryan Bray

Risk Management Professionals, Inc.

(949) 282-0123

(877) 532-0806

www.RMPCorp.com

DISCUSSION TOPICS

- Project Overview and Background
- Planning Team Goals
- Risk Assessment & Hazard Ranking
- Information Collection

PROJECT OVERVIEW

DISASTER MITIGATION ACT OF 2000

- Revitalized Federal Planning Requirements
 - State and Local Hazard Mitigation Plans
 - Plans must be updated every five years
- Federal Grant Funding Eligibility
 - Hazard Mitigation Grant Program (HMGP)
 - Pre-Disaster Mitigation Program (PDM)
- Disaster Mitigation Act of 2000 is intended to facilitate cooperation between state and local authorities on risk reduction measures and to expedite funding allocation



FEMA



PUBLIC PROCESS

- DMA 2000 Stresses Public Participation
 - An open public involvement process that is comprehensive, starts early and continuous
 - Coordination with neighboring communities and various interest groups in Plan development

CLIMATE CHANGE

- California Adaptation Planning Guide (APG) Revised 2020
- APG released in response to several Executive Orders encouraging research of and response to climate change
- Gardena is located in the South Coast Region. The City should consider the following hazards
 - Increased Temperatures
 - Reduced Precipitation
 - Sea Level Rise
 - Wildfire Risk
 - Public Health (heat and air quality)



PLANNING TEAM GOALS



Review existing Plan for implementation



Review the list of potential hazards and add additional hazards for the revision



Determine the hazard impacts throughout the City of Gardena



Interface with partner agencies to determine existing mitigation measures



Develop possible approaches to projects which will reduce the impacts



Prioritize mitigation projects for implementation

PLANNING TEAM MEETING SCHEDULE

- Meeting #1– Project Initiation and Hazard Identification
- Meeting #2 - Review and Update Goals and Objectives
- Meeting #3 - Asset Inventory and Vulnerability Assessment
- Meeting #4 - Mitigation Action Identification
- Meeting #5 - Mitigation Project Benefit-Cost Review

RISK ASSESSMENT METHODOLOGY

RISK ASSESSMENT – POTENTIAL HAZARDS

2013 Identified Hazards

- Earthquake
- Fire
- Severe Storm/Flood
- HazMat Release/Terrorism
- Drought
- Dam/Reservoir Failure
- Rail/Mass Transit Accident
- Pipeline Failure
- Airplane Crash

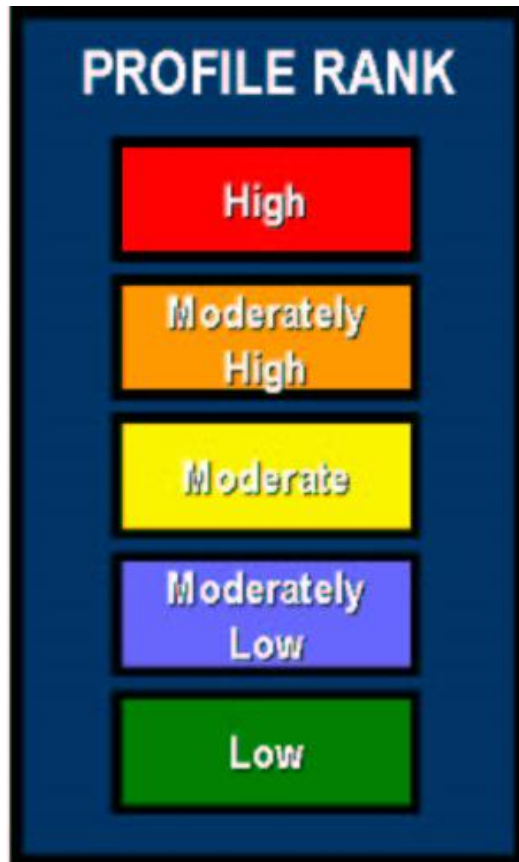
Potential Hazards

- Utility Loss
- Windstorm
- Biological/Human Disease
- Civil Unrest
- Other?

RISK ASSESSMENT – CLIMATE CHANGE HAZARDS

- Increased Temperatures
- Reduced Precipitation
- Sea Level Rise
- Reduced Tourism
- Reduced Water Supply
- Wildfire Risk
- Public Health – heat and air quality
- Coastal Erosion

RISK RANK METHODOLOGY



- The risk ranking is facilitated using an automated interactive software spreadsheet program that asks specific questions on potential hazards and then assigns a relative value to each potential hazard accordingly.
- The result of the workshop will be a ranked list of hazards to be studied in detail in the Hazard Mitigation Plan.

HAZARD IDENTIFICATION AND RISK RANKING			
Earthquake	Hazard Rank Factors	Hazard Factor Description	Rank
	Probability/Frequency		0
	Consequence/Severity		0
	Vulnerability	Probability/Frequency	0
	Risk Rank	Infeasible event - not applicable due to geographic location characteristics	0
	Comments	Rare event - occurs less than once every 50 years	
		Infrequent event - occurs between once every 8 years and once every 50 years (inclusive)	
		Regular event - occurs between once a year and once every 7 years	
		Frequent event - occurs more than once a year	
Wildfire	Hazard Rank Factors	Hazard Factor Description	Rank
	Probability		0
	Vulnerability		0
	Consequence		0
	Risk Rank	Not a Hazard	0
	Comments		
	Hazard Rank Factors	Hazard Factor Description	Rank
	Probability		0
	Vulnerability		0
	Consequence		0

HAZARD RANKING WORKSHEET

RISK RANKING – PROBABILITY/ FREQUENCY

- Recurrence Interval – Prediction of how often a hazard will occur in the future, including projected return intervals

Probability/Frequency Rank Descriptors	Rank
Infeasible event - not applicable due to geographic location characteristics	0
Rare event - occurs less than once every 50 years	1
Infrequent event - occurs between once every 8 years and once every 50 years (inclusive)	2
Regular event - occurs between once a year and once every 7 years	3
Frequent event - occurs more than once a year	4

RISK RANKING – CONSEQUENCE/ SEVERITY

- Physical Damage – Structures and lifelines
- Economic Impact – Loss of power, water, sanitation, roads, etc.

Consequence/ Severity Rank Descriptors	Rank
No damage	1
Minor/slight damage to buildings and structures, no loss of lifelines, first aid injury and no disability	2
Moderate building damage, minor loss of lifelines (less than 12 hours), lost time injury but no disability	3
Moderate building damage, lifeline loss (less than 24 hours), severe injury or disability	4
Extensive building damage, widespread loss of lifelines (water, gas, electricity, sanitation, roads), loss of life	5

RISK RANKING – VULNERABILITY

- Impact Area – Area impacted by a hazard event
- Secondary Impacts – Capability of triggering additional hazards
- Onset - Period of time between initial recognition of an approaching hazard and when the hazard begins to impact the community

Vulnerability Rank Descriptors	Rank
No physical damage, no secondary impacts	1
Localized damage area	2
Localized damage area, minor secondary impacts, delayed hazard onset	3
Moderate damage area, moderate secondary impacts, moderate warning time	4
Widespread damage area, significant secondary impacts, no warning time	5

RISK RANKING MATRIX

Probability/Frequency Description	Risk Ranking Matrix									
Rare Event: Occurs less than once every 50 years	Probability/Frequency		Consequence/Severity							
	Value	1	1	2	3	4	5			
	Vulnerability	1	1	2	3	4	5			
		2	2	4	6	8	10			
		3	3	6	9	12	15			
		4	4	8	12	16	20			
		5	5	10	15	20	25			
Infrequent Event: Occurs between once every 8 years and once every 50 years (inclusive)	Probability/Frequency		Consequence/Severity							
	Value	2	1	2	3	4	5			
	Vulnerability	1	2	4	6	8	10			
		2	4	8	12	16	20			
		3	6	12	18	24	30			
		4	8	16	24	32	40			
		5	10	20	30	40	50			
Regular Event: Occurs between once a year and once every 7 years	Probability/Frequency		Consequence/Severity							
	Value	3	1	2	3	4	5			
	Vulnerability	1	3	6	9	12	15			
		2	6	12	18	24	30			
		3	9	18	27	36	45			
		4	12	24	36	48	60			
		5	15	30	45	60	75			
Frequent Event: Occurs more than once a year	Probability/Frequency		Consequence/Severity							
	Value	4	1	2	3	4	5			
	Vulnerability	1	4	8	12	16	20			
		2	8	16	24	32	40			
		3	12	24	36	48	60			
		4	16	32	48	64	80			
		5	20	40	60	80	100			

CONTACT INFORMATION

Ryan Bray
Technical Consultant

Ryan.Bray@RMPCorp.com
Risk Management Professionals, Inc.
(949) 282-0123
(877) 532-0806
www.RMPCorp.com

2022 LHMP Steering Committee

City Representatives					
Name	Organization	Email Address	Confirmed (y/n)	2012 Committee Member?	1st Mtg.
Vicente Osorio	City of Gardena Police Department	vosorio@gardenapd.org	Yes	Yes	Yes
Tim Tran	City of Gardena Police Department	cntran@gardenapd.org	Yes	No	Yes
Amanda Acuna	City of Gardena Community Development	aacuna@cityofgardena.org	Yes	No	Yes
Allan Rigg	City of Gardena Public Works	arigg@cityofgardena.org	Yes	No	Yes
Hong Lee	City of Gardena Public Works	hlee@cityofgardena.org	Yes	No	Yes
Kevin Kwak	City of Gardena Public Works	kkwak@cityofgardena.org	Yes	No	Yes
Kevin Thomas	City of Gardena Public Works	kevinthomas@cityofgardena.org	Yes	No	Yes
Stakeholders					
Name	Organization	Email Address	Confirmed (y/n)		
Gregg McClain	City of Hawthorne Director of Planning	GMcClain@cityofhawthorne.org	Yes	Yes	Yes
William Gamble	LA County Fire Department	william.gamble@fire.lacounty.gov	Yes	No	Yes
Brian Bennett	LA County Fire Department (Fire Chief)	brian.bennett@fire.lacounty.gov	Yes	No	No
Bryan La Sota	County of LA Office of Emergency Management	BLaSota@ceooem.lacounty.gov	Yes	No	Yes
Residents					
Name	Organization	Email Address	Confirmed (y/n)		
Margie Hoyt	Resident/CERT	margie.hoyt@gmail.com	Yes	No	Yes
Brenda Rodriguez	Resident/Emergency Manager for CCALAC	brodriguez@ccalac.org	Yes	No	Yes
Consultant					
Name	Organization	Email Address	Confirmed (y/n)		
Ryan Bray	Consultant	ryan.bray@rmpcorp.com	Yes	No	Yes

Steering Committee Meeting #2



CITY OF GARDENA HAZARD MITIGATION PLAN

STEERING COMMITTEE #2

Ryan Bray

Risk Management Professionals, Inc.

(949) 282-0123

(877) 532-0806

www.RMPCorp.com



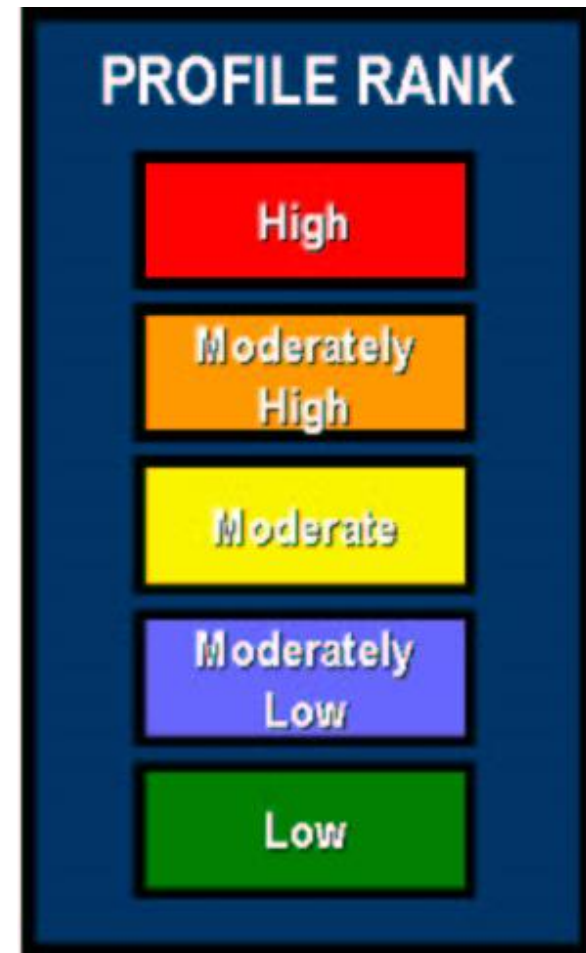
DISCUSSION TOPICS

- Review Hazard Rankings
- HMP Goals and Objectives
- Review and Update Asset Inventory List

HAZARD RANKING REVIEW

RISK RANKING METHODOLOGY

- The risk ranking is facilitated using an automated interactive software spreadsheet program that asks specific questions on potential hazards and then assigns a relative value to each potential hazard accordingly.
- The result of the exercise was a ranked list of hazards to be studied in detail in the Hazard Mitigation Plan.



RISK RANKING METHODOLOGY

HAZARD IDENTIFICATION AND RISK RANKING			
Earthquake	Hazard Rank Factors	Hazard Factor Description	Rank
	Probability/Frequency		0
	Consequence/Severity		0
	Vulnerability	Probability/Frequency	0
	Risk Rank	Infeasible event - not applicable due to geographic location characteristics Rare event - occurs less than once every 50 years	0
	Comments	Infrequent event - occurs between once every 8 years and once every 50 years (inclusive) Regular event - occurs between once a year and once every 7 years Frequent event - occurs more than once a year	
Wildfire	Hazard Rank Factors	Hazard Factor Description	Rank
	Probability		0
	Vulnerability		0
	Consequence		0
	Risk Rank	Not a Hazard	0
	Comments		
Flood	Hazard Rank Factors	Hazard Factor Description	Rank
	Probability		0
	Vulnerability		0
	Consequence		0
	Risk Rank	Not a Hazard	0
	Comments		

RISK RANKING METHODOLOGY

Probability/Frequency Description	Risk Ranking Matrix									
Rare Event: Occurs less than once every 50 years	Probability/Frequency	Consequence/Severity								
	Value	1	1	2	3	4	5			
	Vulnerability	1	1	2	3	4	5			
		2	2	4	6	8	10			
		3	3	6	9	12	15			
		4	4	8	12	16	20			
		5	5	10	15	20	25			
Infrequent Event: Occurs between once every 8 years and once every 50 years (inclusive)	Probability/Frequency	Consequence/Severity								
	Value	2	1	2	3	4	5			
	Vulnerability	1	2	4	6	8	10			
		2	4	8	12	16	20			
		3	6	12	18	24	30			
		4	8	16	24	32	40			
		5	10	20	30	40	50			
Regular Event: Occurs between once a year and once every 7 years	Probability/Frequency	Consequence/Severity								
	Value	3	1	2	3	4	5			
	Vulnerability	1	3	6	9	12	15			
		2	6	12	18	24	30			
		3	9	18	27	36	45			
		4	12	24	36	48	60			
		5	15	30	45	60	75			
Frequent Event: Occurs more than once a year	Probability/Frequency	Consequence/Severity								
	Value	4	1	2	3	4	5			
	Vulnerability	1	4	8	12	16	20			
		2	8	16	24	32	40			
		3	12	24	36	48	60			
		4	16	32	48	64	80			
		5	20	40	60	80	100			

RISK RANKING

Rank	Score
High	
Moderately High	
Earthquake	25
Hazardous Materials Release	25
Moderate	
Pipeline Failure	20
Windstorm	18
Moderately Low	
Disease Outbreak	12
Urban Fire	10
Adversarial Events	9
Flood	6
Low	
Drought	3

MITIGATION GOALS & OBJECTIVES



GOALS & OBJECTIVES

- Review Previous HMP Goals and Objectives
- Engage in discussions to review and develop Goals and Objectives specific to the needs of the City of Gardena

PREVIOUS PLAN GOALS

Significantly
reduce life
loss and
injuries

Minimize damage to structures
and property, as well as
disruption of essential service
and human activities

Protect the Environment

Increase
Public
Awareness

Maintain the Cities'
eligibility for, and
pursue, multi-objective
funding opportunities
wherever possible

Improve emergency services
and management capability

Promote Mitigation efforts to reduce disruption of the
community's infrastructure by a hazard event.

NEXT STEPS...

ASSET INVENTORY

Review Asset Inventory

- Types and number of existing and future buildings
- Infrastructure
- Critical Facilities

Loss Estimates

- Review each asset category and assign potential percentage of damage expected due to each identified hazard

CONTACT INFORMATION

Ryan Bray
Technical Consultant

Ryan.Bray@RMPCorp.com
Risk Management Professionals, Inc.
(949) 282-0123
(877) 532-0806
www.RMPCorp.com

2022 LHMP Steering Committee

City Representatives									
Name	Organization	Email Address	Confirmed (y/n)	2012 Committee Member?	1st Mtg.	2nd Mtg.	3rd Mtg.	4th Mtg.	5th Mtg.
Vicente Osorio	City of Gardena Police Department	vosorio@gardenapd.org	Yes	Yes	Yes	Yes			
Tim Tran	City of Gardena Police Department	cntran@gardenapd.org	Yes	No	Yes	Yes			
Amanda Acuna	City of Gardena Community Development	aacuna@cityofgardena.org	Yes	No	Yes	Yes			
Allan Rigg	City of Gardena Public Works	arigg@cityofgardena.org	Yes	No	Yes	Yes			
Hong Lee	City of Gardena Public Works	hlee@cityofgardena.org	Yes	No	Yes	Yes			
Kevin Kwak	City of Gardena Public Works	kkwak@cityofgardena.org	Yes	No	Yes	No			
Kevin Thomas	City of Gardena Public Works	kevinthomas@cityofgardena.org	Yes	No	Yes	No			
Stakeholders									
Name	Organization	Email Address	Confirmed (y/n)						
Gregg McClain	City of Hawthorne Director of Planning	GMcClain@cityofhawthorne.org	Yes	Yes	Yes	Yes			
William Gamble	LA County Fire Department	william.gamble@fire.lacounty.gov	Yes	No	Yes	Yes			
Brian Bennett	LA County Fire Department (Fire Chief)	brian.bennett@fire.lacounty.gov	Yes	No	No	No			
Bryan La Sota	County of LA Office of Emergency Management	BLaSota@ceooem.lacounty.gov	Yes	No	Yes	Yes			
Residents									
Name	Organization	Email Address	Confirmed (y/n)						
Margie Hoyt	Resident/CERT	margie.hoyt@gmail.com	Yes	No	Yes	Yes			
Brenda Rodriguez	Resident/Emergency Manager for CCalac	brodriguez@ccalac.org	Yes	No	Yes	No			
Consultant									
Name	Organization	Email Address	Confirmed (y/n)						
Ryan Bray	Consultant	ryan.bray@rmppcorp.com	Yes	No	Yes	Yes			

Steering Committee Meeting #3



CITY OF GARDENA HAZARD MITIGATION PLAN

STEERING COMMITTEE #3

Ryan Bray

Risk Management Professionals, Inc.

(949) 282-0123

(877) 532-0806

www.RMPCorp.com



DISCUSSION TOPICS

- Public Survey Release
- Validate Asset Inventory List
- Complete Vulnerability Assessment (Loss Estimate Calculations)
 - Assign estimated percent damage to each asset from the identified hazards

PUBLIC SURVEY RELEASE

PUBLIC SURVEY

Using Google Forms, the survey includes 10 questions designed to provide insight into the community's opinion of local hazards

The survey meets DMA 2000 public participation requirements and historically has return relatively higher results than other outreach methods.

HAZARD RANKING REVIEW



ASSET INVENTORY AND VULNERABILITY ASSESSMENT

- Validate Asset Inventory
- Conduct Vulnerability Assessment (Loss Estimates)

ASSET INVENTORY

- Validate Asset Inventory
 - Types and number of existing and future buildings
 - Infrastructure
 - Critical Facilities

Asset Inventory Summary – City of Gardena							
Type	Name	Address	Square Footage	Cost / Square Foot	Structure Value	Contents Value %	TOTAL
Police Station	Gardena Police Department	1718 West 162nd Street, Gardena, CA 90247	23,147				\$4,763,500.00
Fire Station	Fire Sation #158-Headquarters	1650 W 162nd St. Gardena, CA 90249	17,975				\$2,110,600.00
Fire Station	Fire Station #159	2030 W 135TH ST Gardena, CA 90249	5,587				\$5,110,600.00

VULNERABILITY ASSESSMENT ESTIMATES

- Review each asset and assign potential percentage of damage expected due to each identified hazard

City of Gardena Vulnerability Assessment Calculations				Earthquake		Urban Fire	
Type	Name	Address	TOTAL	% Damage	Loss Estimate	% Damage	Loss Estimate
Police Station	Gardena Police Department	1718 West 162nd Street, Gardena, CA 90247	\$4,763,500.00	10%	\$476,350.00	1%	\$47,635.00
Fire Station	Fire Sation #158- Headquarters	1650 W 162nd St. Gardena, CA 90249	\$2,110,600.00	10%	\$211,060.00	1%	\$21,106.00
Fire Station	Fire Station #159	2030 W 135TH ST Gardena, CA 90249	\$5,110,600.00	10%	\$511,060.00	1%	\$51,106.00
Library	Gardena Mayme Dear Library	1731 W. Gardena Blvd. Gardena, CA 90247	\$1,444,800.00	10%	\$144,480.00	0%	\$0.00

NEXT STEPS...

MITIGATION ACTION WORKSHEET

Develop Mitigation Actions

- Summarize mitigation project specifications
- Identify project goal categories
- Capital Improvements

Action Categories

- Prevention
- Property Protection
- Public Awareness
- Natural Resource Protection
- Emergency Services
- Structural Projects

CONTACT INFORMATION

Ryan Bray
Senior Technical Consultant

Ryan.Bray@RMPCorp.com
Risk Management Professionals, Inc.
(949) 282-0123
(877) 532-0806
www.RMPCorp.com

2022 LHMP Steering Committee

City Representatives									
Name	Organization	Email Address	Confirmed (y/n)	2012 Committee Member?	1st Mtg.	2nd Mtg.	3rd Mtg.	4th Mtg.	5th Mtg.
Vicente Osorio	City of Gardena Police Department	vosorio@gardenapd.org	Yes	Yes	Yes	Yes	Yes		
Tim Tran	City of Gardena Police Department	cntran@gardenapd.org	Yes	No	Yes	Yes	Yes		
Amanda Acuna	City of Gardena Community Development	aacuna@cityofgardena.org	Yes	No	Yes	Yes	Yes		
Allan Rigg	City of Gardena Public Works	arigg@cityofgardena.org	Yes	No	Yes	Yes	Yes		
Hong Lee	City of Gardena Public Works	hlee@cityofgardena.org	Yes	No	Yes	Yes	Yes		
Kevin Kwak	City of Gardena Public Works	kkwak@cityofgardena.org	Yes	No	Yes	No	No		
Kevin Thomas	City of Gardena Public Works	kevinthomas@cityofgardena.org	Yes	No	Yes	No	No		
Stakeholders									
Name	Organization	Email Address	Confirmed (y/n)						
Gregg McClain	City of Hawthorne Director of Planning	GMcClain@cityofhawthorne.org	Yes	Yes	Yes	Yes	Yes		
William Gamble	LA County Fire Department	william.gamble@fire.lacounty.gov	Yes	No	Yes	Yes	No		
Brian Bennett	LA County Fire Department (Fire Chief)	brian.bennett@fire.lacounty.gov	Yes	No	No	No	No		
Bryan La Sota	County of LA Office of Emergency Management	BLaSota@ceooem.lacounty.gov	Yes	No	Yes	Yes	Yes		
Residents									
Name	Organization	Email Address	Confirmed (y/n)						
Margie Hoyt	Resident/CERT	margie.hoyt@gmail.com	Yes	No	Yes	Yes	Yes		
Brenda Rodriguez	Resident/Emergency Manager for CCalac	brodriguez@ccalac.org	Yes	No	Yes	No	Yes		
Consultant									
Name	Organization	Email Address	Confirmed (y/n)						
Ryan Bray	Consultant	ryan.bray@rmppcorp.com	Yes	No	Yes	Yes	Yes		

Steering Committee Meeting #4



CITY OF GARDENA HAZARD MITIGATION PLAN

STEERING COMMITTEE #4

Ryan Bray

Risk Management Professionals, Inc.

(949) 282-0123

(877) 532-0806

www.RMPCorp.com



DISCUSSION TOPICS

- Review Mitigation Goals and Objectives
- Develop Potential Mitigation Projects
- Discuss Next Steps

HAZARD RANKING REVIEW

HAZARD RANKING SUMMARY

Rank	Score
High	
Moderately High	
Earthquake	25
Hazardous Materials Release	25
Moderate	
Pipeline Failure	20
Windstorm	18
Moderately Low	
Disease Outbreak	12
Urban Fire	10
Adversarial Events	9
Flood	6
Low	
Drought	3

MITIGATION GOALS & OBJECTIVES REVIEW

MITIGATION GOALS

- Protect Life, Property, and Commerce
- Minimize damage to structures and property, as well as disruption of essential services and human activities
- Protect the Environment
- Increase public awareness and participation
- Improve emergency services and management capability

IDENTIFY POTENTIAL MITIGATION ACTIONS

MITIGATION ACTION CATEGORIES

- Prevention
- Property Protection
- Public Education and Awareness
- Natural Resource Protection
- Emergency Services
- Structural Projects

EARTHQUAKE EXAMPLE MITIGATION PROJECTS



- Building Retrofits
- Anchor Electrical Transformers
- Install Expansion Joints
- Reinforce Well Shaft or Install Submersible Pump
- Restrain Pipes
- Improve Pipe Materials
- Install Tank Anchors
- Install Friction Dampers on Elevated Tanks

PIPELINE FAILURE/ HAZMAT RELEASE EXAMPLE MITIGATION PROJECTS



- Emergency Plans
- Transportation
- Disposal
- Emergency Response Teams
- Industrial Site Buffering
- Pipeline Location and Design
- Digging Hotlines
- Contingency Planning
- Improvements to Maps and Records

WINDSTORM EXAMPLE MITIGATION PROJECTS



- Implement Tree Trimming
- Retrofits
- Anchoring
- Traffic Light Upgrades

URBAN FIRE EXAMPLE MITIGATION PROJECTS



- Community Awareness
- Fire-safe Practices for Structures and Landscaping
- Enhancement of Fire-Suppression Capabilities
- Fire Risk Mapping

ADVERSARIAL EVENT EXAMPLE MITIGATION PROJECTS



- Emergency Plans
- Emergency Response Teams
- Security
- Training

FLOOD/DAM FAILURE EXAMPLE MITIGATION PROJECTS



- Acquisition, Relocation, & Elevation Projects
- Dry-Floodproofing (e.g., plastic sheeting)
- Wet-Floodproofing (e.g., water resistant materials)
- Stormwater Management Ordinances or Amendments
- Floodplain Ordinances or Amendments
- Storm Drainage System Improvements
- Structural Flood Control Measures (e.g., levees, dams, floodwalls)
Inundation Zone Mapping
- Preparedness and Response Plans
- Notification Systems
- Structural Storage Tank Reservoir Improvements

DROUGHT EXAMPLE MITIGATION PROJECTS



- Water Use Ordinances
- Contingency Plans
- Emergency Water Distribution and Storage Systems
- Water Conservation Education
- System Retrofits
- Leak Detection Programs

NEXT STEPS...

NEXT STEERING COMMITTEE MEETING

- The Next Steering Committee meeting will consist of a Benefit-Cost Review of the identified Mitigation Actions:

CONTACT INFORMATION

Ryan Bray
Senior Technical Consultant

Ryan.Bray@RMPCorp.com
Risk Management Professionals, Inc.
(949) 282-0123
(877) 532-0806
www.RMPCorp.com

2022 LHMP Steering Committee

City Representatives									
Name	Organization	Email Address	Confirmed (y/n)	2012 Committee Member?	1st Mtg.	2nd Mtg.	3rd Mtg.	4th Mtg.	5th Mtg.
Vicente Osorio	City of Gardena Police Department	vosorio@gardenapd.org	Yes	Yes	Yes	Yes	Yes		
Tim Tran	City of Gardena Police Department	cntran@gardenapd.org	Yes	No	Yes	Yes	Yes		
Amanda Acuna	City of Gardena Community Development	aacuna@cityofgardena.org	Yes	No	Yes	Yes	Yes		
Allan Rigg	City of Gardena Public Works	arigg@cityofgardena.org	Yes	No	Yes	Yes	Yes		
Hong Lee	City of Gardena Public Works	hlee@cityofgardena.org	Yes	No	Yes	Yes	Yes		
Kevin Kwak	City of Gardena Public Works	kkwak@cityofgardena.org	Yes	No	Yes	No	No		
Kevin Thomas	City of Gardena Public Works	kevinthomas@cityofgardena.org	Yes	No	Yes	No	No		
Stakeholders									
Name	Organization	Email Address	Confirmed (y/n)						
Gregg McClain	City of Hawthorne Director of Planning	GMcClain@cityofhawthorne.org	Yes	Yes	Yes	Yes	Yes		
William Gamble	LA County Fire Department	william.gamble@fire.lacounty.gov	Yes	No	Yes	Yes	No		
Brian Bennett	LA County Fire Department (Fire Chief)	brian.bennett@fire.lacounty.gov	Yes	No	No	No	No		
Bryan La Sota	County of LA Office of Emergency Management	BLaSota@ceooem.lacounty.gov	Yes	No	Yes	Yes	Yes		
Residents									
Name	Organization	Email Address	Confirmed (y/n)						
Margie Hoyt	Resident/CERT	margie.hoyt@gmail.com	Yes	No	Yes	Yes	Yes		
Brenda Rodriguez	Resident/Emergency Manager for CCalac	brodriguez@ccalac.org	Yes	No	Yes	No	Yes		
Consultant									
Name	Organization	Email Address	Confirmed (y/n)						
Ryan Bray	Consultant	ryan.bray@rmppcorp.com	Yes	No	Yes	Yes	Yes		

Benefit Cost Review Example

Actions	Benefits (Pros)	Costs (Cons)	Priority
Floodproof 10 businesses in the downtown area	<ul style="list-style-type: none"> - Avoidance of 1 loss of life every 20 years (casualties reduced by half) - Saving of \$90,000 in private damages and \$5,000 in public cost - Loss of use of 10 downtown businesses completely eliminated - Community's problem of business interruption solved - Federal grants like FMA and PDM can be applied for to implement the proposed floodproofing - Will help improve CRS rating in the long term (so entire community's flood insurance premium will be reduced) - More than half the members of the City Council are opposed to buy-outs; it might be easier to get their support for an alternative to buy-outs 	<ul style="list-style-type: none"> - Floodproofing cost = $\\$10,000 \times 10 = \\$100,000$ - Need at least 3 people to administer (after obtaining technical assistance from the State) - Need a year to implement 	High (Priority no. 1)
Build safe rooms for a neighborhood of 50 homes without basements	<ul style="list-style-type: none"> - Avoidance of 5 lives lost every 20 years (casualties reduced by half) - Public and political support for mitigating this hazard exists (due to regular recurrence of tornadoes) 	<ul style="list-style-type: none"> - City will share 50% of the cost per existing home = $\\$2,000 \times 50 = \\$100,000$ - Administrative cost per home = $\\$1,000 \times 50 = \\$50,000$ - Need 3 years to complete - Tornadoes are unpredictable; they may never strike this exact area again 	Medium (Priority no. 2)
Broadcast educational video on local channel on hazard mitigation	<ul style="list-style-type: none"> - Local channel might be willing to broadcast free of cost - Publicity would spread awareness about mitigation methods as well as what to do in an emergency 	<ul style="list-style-type: none"> - Cost of preparing video = \$5,000 - Only 5% of population might notice the broadcast - Only 5% of that 5% might actually consider acting on individual mitigation methods 	Low (Priority no. 3)

Example Benefits	
Avoided Physical Damages	<ul style="list-style-type: none"> ▪ Buildings ▪ Contents ▪ Infrastructure ▪ Landscaping ▪ Site Contamination ▪ Vehicles ▪ Equipment
Avoided Loss-of-Function Costs	<ul style="list-style-type: none"> ▪ Displacement costs for temporary quarters ▪ Loss of rental income ▪ Loss of business income ▪ Lost wages ▪ Disruption time for residents ▪ Loss of public services ▪ Economic impact of loss of utility services ▪ Economic impact of road/bridge closures
Avoided Casualties	<ul style="list-style-type: none"> ▪ Deaths ▪ Injuries ▪ Illnesses
Avoided Emergency Management Costs	<ul style="list-style-type: none"> ▪ Emergency operations center costs ▪ Evacuation or rescue costs ▪ Security costs ▪ Temporary protective measure costs ▪ Debris removal and cleanup costs ▪ Other management costs
Example Costs	
<ul style="list-style-type: none"> ▪ Planning Costs ▪ Construction Cost ▪ Administration/Management Cost ▪ Time Needed to Implement ▪ Social Impacts ▪ Public/Political Opposition ▪ Environmental Impacts 	

City Council Meeting and Public Review



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.B
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: September 12,
2023

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

AGENDA TITLE: Award Contract for the Council Chambers Visual Audio Upgrade Design/Build Project, JN 536, to Western Audio Visual & Security, in the amount of \$81,888.40, Declare California Environmental Quality Act (CEQA) Exemption, Approve the Project Request for Proposal & Specifications, and Budget Contingency

COUNCIL ACTION REQUIRED:

Staff Recommendation:

- **Approve Contract**
- **Declare CEQA Exemption**
- **Approve Project RFP and Specifications**
- **Approve Budget Appropriation and Contingency**

RECOMMENDATION AND STAFF SUMMARY:

The Audio Visual (AV) system within the City's Council Chamber has experienced multiple failures over the past year. On April 13, 2023, staff contacted an AV firm and received a proposal from Vector USA to renovate the AV system for \$423,703. On May 9, 2023, the Council reviewed the proposal and directed staff to reduce the scope to exclude the "hybrid" component. Subsequently, the Request for Proposal was prepared for the replacement of the outdated existing audio and visual system such as cameras, speakers, microphones, and other supporting components.

Project were solicited following the California Uniform Construction Cost Accounting (CUCCA) procurement procedures and the City Resolution 6059, which permit project costing up to \$200,000 to be contracted by utilizing a prequalified list. As a result, the following three (3) bids were received on August 14, 2023:

1. Western Audio Visual & Security (WAVS), Orange	\$81,888.40
2. Vector USA, Torrance	\$92,835.63
3. Avidex Industries, LLC, Lake Forest	\$105,336.00

Western Audio Visual & Security (WAVS) is a qualified firm with verified successful construction experience with over 20 cities such as El Segundo, Manhattan Beach, Hermosa Beach, Redondo Beach, Lomita, Rancho Palos Verdes, and Rolling Hills Estates. WAVS is currently listed under the City's Informal Bidding Contractor's List. They will also be required to

meet all bonding and insurance standards.

Staff respectfully recommends that the City Council award the contract for the Council Chambers Visual Audio Upgrade Design/Build Project, JN 536, to Western Audio Visual & Security, in the amount of \$81,888.40, and additionally:

- a. Declare this project to be categorically exempt under the CEQA, Class 1, Section 15301(d), as rehabilitation of existing facilities.
- b. Approve the Project Request for Proposal and Specifications.
- c. Approve the Budget Appropriation of \$106,089,000 from Deferred maintenance Funds, which encompasses the \$81,888.40 contract award, a 20% project contingency, and a 10% job cost.

FINANCIAL IMPACT/COST:

Requested Budget Appropriation: \$106,089 Deferred Maintenance Funds

Estimated Expenditures

Design/Build Contract Award	\$81,888.40
20% Contract Contingency	\$16,000.00
10% Project Administration Job Cost	\$8,200.00
Total	\$106,088.40

ATTACHMENTS:

[JN 536_CEQA_NOE.pdf](#)

[JN 536 Council Chambers AV Upgrade_RFP.pdf](#)

[JN 536_WAVS proposal.pdf](#)

APPROVED:



Clint Osorio, City Manager



DEPARTMENT of PUBLIC WORKS

1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3731 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

NOTICE OF EXEMPTION

TO: ☐ Office of Planning & Research
1400 Tenth Street
Sacramento, CA 95814

☐ County Clerk / Registrar Recorder
ATTN: Environmental Filings Clerk
12400 East Imperial Highway, Room 1101
Norwalk, CA 90650

Project Title: Council Chambers Visual Audio Upgrade Design/Build Project, JN 536

Project Location (Specific): 1700 W. 162nd St. Gardena CA 90247 – Council Chambers

Project Location (City): Gardena **Location (County):** Los Angeles County

Description of nature, purpose and beneficiaries of project: This project will upgrade the City of Gardena Council Chamber's video and audio equipment.

Name of public agency approving project: City of Gardena

Name of person or agency carrying out project: City of Gardena

Exempt Status: (Check One)

- ☐ Ministerial: (P.R.C. Sec. 21080[b][1]; Guidelines Sec. 15268)
- ☐ Declared Emergency: (P.R.C. Sec. 21080[b][3]; Guidelines Sec. 15269[a])
- ☐ Emergency Project (P.R.C. Sec. 21080[b][4]; Guidelines Sec. 15269[b][c])
- ☒ **Categorical Exemption:** Section 15301 Class 1, Existing Facilities
- ☐ Other: _____ Guidelines _____ Sec. _____ 15061):

Reason why project is exempt: This project consists of minor alteration of existing City of Gardena Council Chamber's video and audio equipment.

Contact person: Jose Espinoza **Telephone:** 310-217-9644

If filed by applicant:

1. Attach certified document of exempting finding.
2. Has a notice of exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Date received for filing:

CLINT OSORIO Date
Environmental Quality Officer

NOTE: Exempt from Dept. of Fish & Game Wildlife Fee in accordance with de minimis impact finding (735.5[c])

CITY OF GARDENA



REQUEST FOR PROPOSAL

COUNCIL CHAMBERS VISUAL AUDIO UPGRADE DESIGN/BUILD PROJECT



City of Gardena
PUBLIC WORKS DEPARTMENT

1717 W 162nd Street
Gardena, CA 90247

CITY OF GARDENA
NOTICE INVITING BIDS
for
COUNCIL CHAMBERS AUDIO VISUAL UPGRADE
DESIGN/BUILD PROJECT NO. JN 536

Notice is hereby given that the City of Gardena is soliciting informal bids/quotes (Deliver, Mail, or Email) at the office of the Public Works Department Engineering, 1717 W. 162nd Street, Gardena, California OR Jespinoza@cityofgardena.org (Attn: Jose Espinoza), for:

PROJECT: COUNCIL CHAMBERS AUDIO VISUAL UPGRADE DESIGN/BUILD PROJECT JN 536 (1700 W. 162nd Street, Gardena CA)

BIDS DUE: Monday, August 14, 2023, at 1:00 p.m.

Any bid received after the hour stated above for any reason whatsoever, will be considered nonresponsive and disqualified. The City reserves the right to withdraw or cancel this Notice Inviting Informal Bids/Quotes at any time without prior and the City makes no representations that any contract will be awarded to any contractor responding to the notice.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsive responsible bidder.

Any bid received after the hour stated above for any reason whatsoever, will not be considered for any purpose but will be returned unopened to the bidder.

Bids are required for the entire work as described below:

Seeking responsive bids from qualified contractors to design/engineer, verify, procure, install, configure, commission, provide training on and warrant the audiovisual systems for the City of Gardena Council Chambers. The project is an upgrade of the existing audio and video system and related components.

ENGINEER'S ESTIMATE: \$78,000.00

The time of completion of contract shall be **30 working days** as defined in the latest Standard Specifications for Public Works ("Greenbook"). Liquidated Damages, as defined in Section 6-9, shall be **\$250 per each consecutive calendar day**.

Each bidder must submit a proposal to the City, c/o Jose Espinoza in accordance with the Plans and Specifications.

The successful bidder will be required to furnish a faithful performance bond in the amount of 100 percent of the contract price, and a payment bond in the amount of 100 percent of the contract price, both in a form satisfactory to the City Attorney.

The contractor shall at the time of award possess a valid State of California License, License Class **See Standard Specification Section "Qualification and Personnel" or equivalent.**

Pursuant to Public Contract Code Section 22300, the Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the City to insured performance under the contract unless applicable federal regulations or policies do not allow such substitution. Such security shall be deposited with the City, or a state or federally chartered bank as escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. No such substitution shall be accepted until the escrow agreement, letter of credit, form of security and any other document related to said substitution is reviewed and found acceptable by the City Attorney.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsive responsible bidder.

Bidders are advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Accordingly, the bidder awarded the Contract and all subcontractors shall be required to pay not less than the prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations, and otherwise comply with the provisions of Section 1770 et seq. of the California Labor Code, California Code of Regulations, Title 8, Section 16000 et seq., and any other applicable laws, rules and regulations adopted with respect thereto ("California Prevailing Wage Laws").

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any Subcontractor under it. Contractor and any Subcontractor under it shall comply with the requirements of said sections in the employment of apprentices.

The Contractor is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly.

As of **January 1, 2016**, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing. City may require a copy of the electronic certified payroll records submitted to the DIR at anytime.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

These requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>).

Skilled and Trained Workforce: This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

Award of Contract: The following are conditions to the award of the contract:

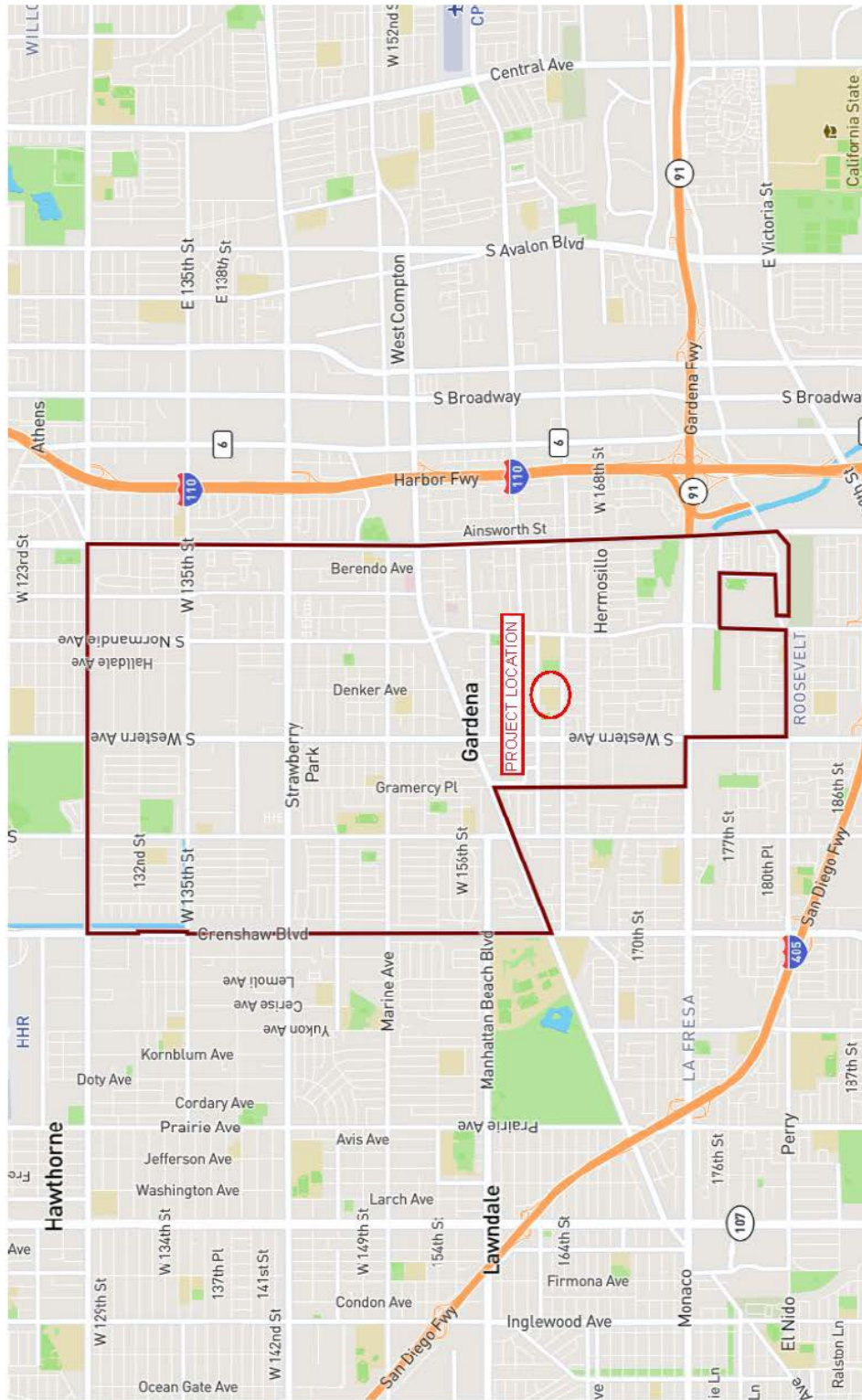
- I. Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5 provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract was awarded); and
- II. No contractor or subcontractor may be awarded this contract unless the contractor and each subcontractor listed on the bid is registered with the Department of Industrial Relations pursuant to Section 17265.5.


Any questions regarding this bid package may be referred to Jose Espinoza, Public Works Engineering Division at 310.217.9644 (jespinoza@cityofgardena.org).

TABLE OF CONTENTS

Title Page.....	1
Notice Inviting Bids.....	2
Project Location Map.....	6
Standard Specifications.....	7
Required Documents.....	13
 <u>ATTACHMENT “A” - BID PROPOSAL</u>	
(To Be Submitted with Proposal)	BP-1
Bid Schedule.....	BP-2
Acknowledgement of Addenda.....	BP-4
Non-Collusion Affidavit.....	BP-5
Declaration of Eligibility to Contract.....	BP-6
Designation of Subcontractors.....	BP-7
Construction Project Reference.....	BP-8
Certificate of Non-Discrimination by Contractors.....	BP-9
Certification Regarding Debarment.....	BP-10
 <u>ATTACHMENT “B” - Public Works Contract Document</u>	
(To be Submitted after award).....	CD-1
Contract.....	CD-2
Faithful Performance.....	CD-16
Payment Bond.....	CD-18
Workers Compensation Insurance Certificate.....	CD-20
 <u>ATTACHMENT “C” - Council Chamber As-Built Plans.....</u>	 19 Sheets

COUNCIL CHAMBERS AUDIO VISUAL UPGRADE, JN 536



	<p>07/27/2023</p>	<p>PROJECT LOCATION MAP</p>	<p>1" = 4392 ft</p>
<p>This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.</p>			

**COUNCIL CHAMBERS AUDIO VISUAL UPGRADE
DESIGN/BUILD PROJECT NO. JN 536
STANDARD SPECIFICATIONS**

SCOPE OF WORK

The Contractor shall perform the services described in the Scope of Work at the Council Chambers, located at 1717 W 162nd Street, Gardena, CA 90247 during the city's business hours (8:00am – 5:00pm PST). The Contractor shall report to the Council Chambers on a date that is agreed upon between the Contractor and the City of Gardena's Public Works Coordinator.

General

1. Seeking responsive bids from qualified contractors to design/engineer, verify, procure, install, configure, commission, provide training on and warrant the audiovisual systems for the City of Gardena Council Chambers. The project is an upgrade of the existing audio and video system and related components.
2. All existing AV equipment is to be replaced with AV Contractor-Furnished AV Contractor- Installed (CFCI) equipment. Any existing conduit(s) and wiring(s) **may be reused if compatible with new equipment.**
3. **The integrator will be responsible for the engineering and provisioning of a completely operational integrated system according to the functional descriptions prescribed within this specification.**
4. **The Scope of Work shall include, but is not limited to:**
 - a. Supply of all equipment described herein;
 - b. Delivery of all equipment to site;
 - c. Installation, termination, programming and commissioning of new AV system;
 - d. Provision of all necessary tools, installation equipment and support structures during the installation;
 - e. All supplementary design work as required to adapt the designs documented herein to the site conditions and to configure the equipment to perform as required;
 - f. Submittals of documentation as required herein;
 - g. Testing, alignment and demonstration of equipment and Systems;
 - h. Delivery of the work described in this specification shall include, but not be limited to, the following Basic Services:

- i. Design and Engineering: All system engineering necessary to develop the new AV System. Design and Engineering shall include verification, coordination, and preparation of all necessary conduit routes and risers, structural backing and mounting points, hardware drawings, system diagrams, schedules and lists.
 - ii. Assembly: The integrator shall procure and assemble all hardware and equipment.
 - iii. Software Programming: The integrator shall perform all required software setup, configuration, and programming required to develop a complete, functioning AV system in accordance with this specification, including all control logic and touch panel graphical interface.
- iv. Installation:
 - 1. The integrator shall furnish and install all required equipment, structural support infrastructure, inter-rack and intra-rack cable, wiring of equipment, connectors, plates, and other material at the project site per the approved design.
 - 2. All conduits and structural support needed to accomplish a clean and aesthetically pleasing installation will be the responsibility of the integrator.
 - a. All exposed conduit paths must be approved by the Owners prior to permanently securing to infrastructure.
 - b. All exposed conduit installed must be painted to match the infrastructure that it is installed on.
- v. Training: The Integrator shall provide a full system training to the Owner's staff.

Conditions

- 1. The work shall be deemed substantially complete when it is fully functional, ready for operation by the Owner and has been tested and commissioned. The work shall be deemed 100 percent complete when all deficiencies are rectified, the close out documentation has been provided to the Owner.
- 2. Acceptance of Systems design and performance shall be at the sole discretion of the Owner.
- 3. The AV Systems Contractor shall closely coordinate with the Consultant regarding any element of the AV Systems that may have visual impact in the public or performance spaces.
- 4. The standards for quality of supply and installation shall be as stated herein and

consistent with the current *AVIXA® Standards*, to the satisfaction of the Owner.

5. The AV Systems Contractor shall coordinate with the Owner regarding the installation of the conduit, raceway and back boxes to ensure it meets the needs of the Systems specified herein.

Additional Out of Scope Work

1. The AV Systems Contractor must receive written authorization to proceed with any work outside the fixed price contract(s). Should the AV Systems Contractor choose to proceed without written authorization he does so at his own risk.
2. The AV Systems Contractor shall advise the Owner of any extra work that is required to allow fixed price contract Work to proceed. This shall be done with adequate warning to allow arrangements to be made so that work is not delayed.

Permits, Codes and Regulations

1. All Work, methods, and materials must comply with all laws, statutes, ordinances, codes, and regulations of the jurisdictions that pertain to the site, including those pertaining to seismic and fire performance, worker safety and hearing protection.

Project Schedule

2. The AV Systems Contractor is responsible for completing the installation according to identified schedule milestones.
3. The AV Systems Contractor is to provide the necessary number of qualified personnel at such times as meet the above requirement.
4. After the scheduled finish of the Work, access to the site will be at the discretion of the Owner.

Qualifications and Personnel

1. Bidders shall maintain permanent fabrication, service and support facilities within (75) miles of the Project site.
2. Bidders must be trained, certified and in good standing with the manufacturers of the AV hardware and software in the design. Using 3rd party companies, to configure, program or install equipment due to the Bidder's lack of training or certification for the specified equipment manufacturer is not acceptable without written approval by the Owner.

3. Bidders must hold an AVIXA® CTS certification at a minimum.
4. All certifications must be submitted for review as part of the bid package.

Documentation

1. The AV Contractor is responsible for developing completely original CAD or equivalent single-line system diagrams, showing the engineered configuration and system architecture of the AV System, including all equipment components.
2. Shop drawings for special equipment, including fabrication and installation requirements.
3. The AV Contractor will provide a detailed Equipment List that lists all equipment, power components, piece-parts, and other accessories with the manufacturer and model names. Each device on the list shall have a reference to the drawing code for the device (i.e. NSW-01 or VSW-01).

Closing Documentation

Upon completion of the project, the integrator shall provide the following documentation to the Owner:

1. Installed System: The integrator shall provide a complete set of as-built AV systems diagrams in hard-copy and electronic format (AutoCAD or equivalent and PDF). These drawings shall identify all AV system equipment components provided by the integrator and the final system configuration at the time of system handover to the Owner and shall also clearly identify any OFE equipment in the system.
2. Control System Submittals: Upon completion of the project, the integrator shall provide the final software programming code, program source code and any audio DSP files.

Warranty

The integrator will provide the following warranties:

1. Basic Warranty:
 - a. The Basic warranty coverage shall include all custom designed equipment and the overall AV systems installation. The Basic warranty will cover any issues with the new system due to workmanship and span over the period of 90 days.
 - i. Issues found during a service call that are found not to be workmanship related will be subject to a service charge on a time and materials basis.

- b. Within the period of the Basic Warranty coverage, individual manufacturers' equipment warranties shall apply to all purchased equipment.
- c. Phone Response time for Basic Warranty service work shall be no longer than (8) business hours.
- d. On-site response time for Basic Warranty work shall be no longer than (2) days from the time of request-for-service is submitted to the integrator by the Owner.

2. Premium Warranty Option:

- a. The Integrator shall propose to the Owner the offer of Premium Warranty coverage in lieu of the Basic Warranty for the AV system as an added option on their bid. The Integrator shall list the costs associated for annual warranty coverage.
- b. Individual manufacturer equipment warranties shall apply to all purchased equipment.
- c. ALL services (phone response, on-site service, etc.) will be covered under Premium Warranty coverage.
- d. Any defective equipment out of warranty is the responsibility of the Owner.
- e. Phone Response time for Premium Warranty service work shall be no longer than (4) hours.
- f. On-site response time for Premium Warranty work will be no longer than Next Day.

AV System

For the purpose of this systems specification, the main space will be referred to as the Council Chambers and the AV control room shall be referred to as the Booth.

1. Audio

- a. Equipment as follows:
 - i. Furnish and install one (1) 24" Gooseneck Microphone, Cardioid (Podium) – Model: MX424/C.
 - ii. Furnish and install twelve (12) 18" Desktop Gooseneck Microphone with Logic Buttons, Cardioid – Model: MX418D/C.
 - iii. Furnish and install one (1) Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB – Model: TesiraFORTÉ AVB VT.
 - iv. Furnish and install one (1) Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB – Model: TesiraFORTÉ AVB CI.
 - v. Furnish and install one (1) 5-port expansion device with AVB to Dante

- Bridging – Model: TesiraCONNECT TC-5D.
- vi. Furnish and install one (1) PoE AVB/USB expander with Bluetooth® wireless technology – Model: Tesira EX-UBT.
 - vii. Furnish and install eight (8) 6.5” High Efficiency Coaxial In-Ceiling Loudspeaker w/ HF compression driver. 8 Ohm or 70V/100V operation, white – Model: DX-IC6-W.
 - viii. Furnish and install two (2) 4 channel, 60W half-rack amplifier with mounting bracket. – Model: AMP-A460H.
 - ix. Furnish and install one (1) Custom control software for Tesira systems (Included in DSP Programming) – Model: Canvas.
 - x. Furnish and install two (2) PoE controller with 16 logic GPIO (Mute Control of ALL Desktop Mics from Canvas Interface) – Model: Tesira EX-LOGIC.
 - xi. Furnish and install one (1) Touch sensitive switch and RGB Halo ring combination designed for remote switching from DSP (Mayor Master Mute Button) – Model: TS003.
 - xii. Furnish and install five (5) Decora-Style Active Loudspeaker - Black - User Level Adjust (Dais Positions) – Model: DB-PSP1.
 - xiii. Furnish and install five (5) 24 Vdc Switching Power Supply, North American AC Plug, 500 mA, dc Plug – Model: PS-24AS.
 - xiv. Furnish and install five (5) Desktop Enclosures, black – Model: DC-1B.
 - xv. Furnish and install one (1) iDSP Advanced Level III Stationary RF System (216 MHz) – Model: LS-58-216.
 - xvi. Furnish and install one (1) Output Plate for Rack – Custom.
 - xvii. Furnish and install one (1) 1:5 Balanced & Unbalanced Stereo Audio Distribution Amplifier – Model: VM-50AN.
 - xviii. Furnish and install one (1) Rack Mount Kit – Model: RK-1.

2. Camera

a. Equipment as follows:

- i. Furnish and install four (4) 30x Optical Zoom 4K, IP PTZ Video Camera; Black– Model: VC-A61PB.
- ii. Furnish and install four (4) Wall Mount for PTZ Video Cameras, Black - Model: VC-WM12B.
- iii. Furnish and install one (1) IP Camera Controller with Joystick - Model: VS-KB30.
- iv. Furnish and install one (1) ATEM Television Studio HD8 - Model: SWATEMTVSTA/HD08.
- v. Furnish and install two (2) Mini Converter UpDownCross HD (Presentation Feed to Switcher, SDI to HDMI for Streaming Feed) -

- Model: CONVMUDCSTD/HD.
- vi. Furnish and install one (1) Mini Converter SDI Distribution 4K - Model: CONVMSDIDA4K.
 - vii. Furnish and install one (1) 43IN COMMERCIAL 4K UHD LED LCD DISPLAY 350 NIT (Multiview) - Model: QB43B.
 - viii. Furnish and install one (1) Medium Fusion® Micro-Adjustable Tilt Wall Mount - Model: MTM1U.
 - ix. Furnish and install one (1) Dual 7" 3 RU Rackmount 3G-SDI/HDMI LCD Monitor - Model: D71.
 - x. Furnish and install one (1) Ethernet Switch - 16 Ports - 2 Layer Supported - 456.80 W Power Consumption - 380 W PoE Budget - Model: GS516UP-100NAS.

3. Miscellaneous Materials

- a. Furnish and utilize Cable & Connectors.
- b. Furnish and install Hardware & Accessories.
- c. Furnish and install Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)

BUSINESS LICENSE REQUIREMENT

Contractors must obtain the pertinent business license and permits required by the City. For more information regarding obtaining a business license, please call (310) 217-9518.

REQUIRED DOCUMENTS

Contractor shall include the following documents with their quotation package.

1. **ATTACHMENT A - Bid Proposal**
2. **ATTACHMENT B - Gardena Public Works Contract** (To be submitted after award)

REFERENCES

1. Council Chamber As-Built Plans

ATTACHMENT “A”- BID PROPOSAL (BP)

**COUNCIL CHAMBERS VISUAL AUDIO
UPGRADE DESIGN/BUILD PROJECT**

PROJECT NO. JN 536

Contractor: _____

Address: _____

Phone: _____

Fax: _____

License No.: _____

D.I.R. No. _____

Email: _____

To Be Submitted

WITH

Bid Package

BID PROPOSAL

PROJECT NO. JN 536

BID SCHEDULE

The undersigned, having examined the proposed Contract Documents titled:

COUNCIL CHAMBERS AUDIO VISUAL UPGRADE DESIGN/BUILD PROJECT NO. JN 536

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents and itemized bid schedule below. All work shall be completed within **(30) Working Days** from the date the Notice of Proceed is issued by the Engineer.

Item No.	Item Description	Unit	Approx. Quantity	Unit Price in Figures	Item Total
1	Design/Build City Council Chambers Audio Visual Upgrade per Specifications/RFP	L.S.	1	\$	\$

TOTAL CONTRACT BID:

(Figures) \$ _____

(Words) _____

*** In case of error in extension of price into the total price column, the unit price will govern.**

All work required and shown on the construction plans and this specification for which no price or item is listed on this proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance or direct payment of any kind. Payment for performing such work or furnishing such equipment, labor, tools and materials shall be included in the above lump sum or unit bid prices and no additional compensation will paid therefor.

If the City determines that any of the unit bid prices are significantly unbalanced to the potential detriment of the City, the bid will be replaced as non-responsive.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto.

BID SCHEDULE (Continued)

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of _____ Dollar
s, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract
Code Sections 20172 and 20174, it is agreed a portion equal to the difference between the low
bid and second low bid shall be retained as a bid bond forfeiture by the City if the undersigned
fails or refuses to execute the Contract and furnish the required bonds and certificates of
insurance within the time provided.

Name of Bidder

Signature of Bidder

BID PROPSOAL

PROJECT NO. JN 536

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by number and date each addendum received.

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addenda will be issued only through e-mail. **An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.**

If an addendum or addenda has been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

Bidder's Signature

Date

BID PROPOSAL

PROJECT NO. JN 536

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

_____ being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

NAME OF BIDDER

SIGNATURE OF BIDDER

ADDRESS OF BIDDER

CITY STATE ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

BID PROPOSAL

PROJECT NO. JN 536

DECLARATION OF ELIGIBILITY TO CONTRACT

[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The undersigned contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.”

“(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and has determined that none of them are ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20____, at _____

California_____.

Signature: _____ Name: _____

Title: _____ Company: _____

BID PROPOSAL

PROJECT NO. JN 536

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.

Portion of Work %	Subcontractor's Name & Address	Type of Work	State License Number	Class	D.I.R. Number

Not more than ____%.

BID PROPOSAL

PROJECT NO. JN 536

CONSTRUCTION PROJECT REFERENCE

In order to more fully evaluate your background and experience for the project herein proposed, please submit a list of Public Works and/or similar construction projects completed or in progress within the last three (3) years. Failure to provide this information may constitute grounds for rejection of your bid as non-responsive.

Number of years as a contractor in construction work of this type: _____

Three projects of this type recently completed:

1. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

2. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

3. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature _____

BID PROPOSAL

PROJECT NO. JN 536

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM _____

TITLE OF PERSON SIGNING _____

SIGNATURE _____

DATE _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

BID PROPOSAL

PROJECT NO. JN 536

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 5-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____ Name: _____

Title: _____ Company: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS**
(Continued)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



**ATTACHMENT "B" –
PUBLIC WORKS CONTRACT
PROJECT NO. JN 536**

To Be Submitted

AFTER

Award

CONTRACT

PROJECT NO. JN 536

THIS CONTRACT is made and entered by and between THE CITY OF GARDENA, a municipal corporation ("City") and _____ (hereinafter "Contractor"). It is agreed by and between the parties that:

1. WORK

- 1.1 Contractor agrees to perform the following work for the City of Gardena as shown on the attached Notice of Inviting Informal Bids and submitted bid for:

PROJECT: COUNCIL CHAMBERS VISUAL AUDIO UPGRADE DESIGN/BUILD
(1717 W. 162ND STREET, GARDENA CA 90247)

- 1.2 Should City, at any time during the progress of the Work, request any alterations, deviations, additions or omissions, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but will be added to, or deducted from, the amount of the Contract price, as the case may be, by a fair and reasonable valuation.
- 1.3 The Standard Specifications for Public Works Construction ("Greenbook") shall be the Standard Specifications of the City. Unless otherwise indicated, the latest edition, including supplements, of the Greenbook shall apply.

2. SCHEDULE

- 2.1 Contractor shall commence and diligently pursue the Project to completion in **Fifteen (15) working days**, except as such time may be extended in writing by City.
- 2.2 If the Work called for under the Contract is not completed before the date specified, damage will be sustained by City and it will be impracticable to determine the actual damage which City will sustain in the event of such delay. Therefore, it is agreed that Contractor shall pay to City **\$250** per day for each and every working day's delay beyond the completion date. In the case the damages are not paid, Contractor agrees that City may deduct the amount from any money due or that may become due Contractor under the Contract. Compliance with the Greenbook is not required for liquidated damages to be assessed.

3. CONTRACT PRICE

- 3.1 City shall pay to Contractor as full consideration for the performance of the Work, the total sum of _____ and 00/00 dollars (\$_____).

4. PAYMENTS

- 4.1 If Contractor desires a progress payment, he shall invoice City for the amount of work satisfactorily completed and inspected as of the closure date. The invoice shall be delivered to the City Engineer. All requests for payment shall be accompanied by the

appropriate conditional waiver and releases in the form set forth in Civil Code section 3262. A five percent (5%) retention shall be retained on all payments. In the event of any claims, amounts determined by the City Engineer to be adequate to cover such claims shall be withheld from the retention payment until resolution of the claims.

- 4.2 Payment requests that are determined to be improper shall be returned to Contractor with written explanation within 7 days after receipt. The number of days available to make payment without incurring interest shall be reduced by the number of days by which City exceeds the 7-day return requirement.
- 4.3 Within 60 days of the date of completion and acceptance of the Work, City will pay to Contractor the amount remaining after appropriate modifications are made for change orders, liquidated damages, or any other of the provisions of which, by the terms hereof, City is or may be authorized or required to reserve or retain funds. Any moneys withheld beyond the allowable amount or prescribed time will accrue interest at a rate of two percent per month until such time that said moneys are released to Contractor, at which time withheld moneys and accrued interest shall be dispensed. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.
- 4.4 In the event there is any claim specifically excluded by Contractor from the operation of any release, there shall be retained by City an amount not to exceed the amount of the disputed claim. In the event of a dispute after completion of the Project, City may withhold an amount not to exceed 150 percent of the disputed amount.
- 4.5 No claim shall be made or be filed and neither City, nor any of its elected or appointed officers, employees, agents, or volunteers shall be liable, or held to pay any money, except as specifically provided in the Contract. The acceptance by Contractor of the final payment when no securities or certificates of deposit have been deposited in escrow or with City, or his acceptance from the escrow agent or City of the securities or certificates of deposit substituted for the retention, whichever is later, shall operate as, and shall be, a release to City, and its elected and appointed officers, employees, agents, and volunteers, from all claims and liability to Contractor for anything done or furnished for, or relating to, the Project or for any act or neglect of City or of any person relating to or affecting the Project, except claims previously made as provided for and in accordance with the provisions of the General Conditions and pending at the time of acceptance of final payment or of the securities or certificates of deposit, or the claim against City for the remainder, if any there be, of the amounts kept or retained due to unpaid claims.

5. LEGAL REQUIREMENTS

State Requirements

- 5.1 Contractor, its agents and employees shall be bound by and shall comply with all applicable federal, state and local laws regardless of whether enumerated herein.
- 5.2 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic

certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relation (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>).

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

A. AWARD OF CONTRACT: The following are conditions to the award of the contract:

i. Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relation pursuant to Labor Code Section 1725.5 subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Profession Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5 provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded); and

ii. No contractor or subcontractor may be awarded this contract unless the contractor and each subcontractor listed on the bid is registered with the Department of Industrial Relations pursuant to Section 1725.5.

Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, will disqualify a bidder or proposer.

These requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

5.3 In accordance with the requirements of the California Prevailing Wage Laws, Contractor and each Subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the work done under the Contract. The payroll records shall be certified and made available for inspection at all reasonable hours in accordance with the California Prevailing Wage Laws. Contractor shall be subject to, and fully comply with, all California Prevailing Wage Laws, including, but not limited to, those pertaining to the maintenance and inspection of certified payroll records.

5.4 Pursuant to California Labor Code section 1810 et seq., eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit as a penalty to City the sum of

\$25.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of these hours at a rate of at least one and one-half times the basic rate of pay. (Labor Code § 1813.) City may withhold from any monies payable on account of work performed by Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor, for unpaid wages and liquidated damages as provided for herein.

- 5.5 Contractor, and any subcontractor under Contractor, shall pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the Contract. (Labor Code § 1774.) Copies of the determination of the Director of the Department of Industrial Relations of the rate of per diem wages for each craft, classification or type of worker needed to execute the Contract are on file in, and available at, the office of City. (Labor Code § 1773.2.) When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the prevailing rate per diem wages for cash craft or type of workman needed to execute any contract which may be awarded by City, may be requested by contacting the State Board of Equalization at (800) 400-7115.
- 5.6 Contractor shall post a copy of the prevailing rates at the work site(s), for the duration of the Work. (Labor Code § 1773.2.)
- 5.7 Contractor shall comply with all provisions of Labor Code section 1775. In accordance with Labor Code section 1775, Contractor shall forfeit as a penalty to City not more than \$50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor shall also pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.
- 5.8 Nothing in this Contract shall prevent Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor shall have responsibility for compliance with California Labor Code Section 1777.5 and 1777.6 for all apprenticeable occupations. These sections require that Contractor and subcontractors shall submit contract award information to the applicable joint apprenticeship committee, shall employ apprentices in apprenticeable occupations, shall contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Board and that Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed in apprenticeable occupations.
- 5.9 Contractor warrants full compliance with all applicable Federal and California employment laws, including, but not limited to, the Immigration Reform and Control Act

of 1986 (P.L. 99-603). Contractor shall obtain from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, City, its elected and appointed officers, employees, agents and volunteers from employer sanctions and any other liability which may be assessed against City in connection with any alleged violation of federal or state statutes or regulations pertaining.

- 5.10 Neither Contractor, nor any subcontractor under Contractor, shall discriminate in the employment of persons, including apprentices, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation or age of such person, except as provided in Sections 12940 and 12941 of the Government Code. Contractor shall have responsibility for compliance with this section. (Gov. Code §§ 12940, 12941.)
- 5.11 Contractor and all subcontractors shall, at Contractor and subcontractor's sole expense, obtain and maintain all necessary licenses for the Work, including but not limited to a valid business license, and give all necessary notices and pay all fees and taxes required by law.
- 5.12 Contractor shall be responsible for obtaining at its own expense, all construction permits and licenses required by the City, including for any subcontracting firm engaged in construction/installation for this Project.
- 5.13 In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. (Gov. Code § 4552; Pub. Con. Code § 7103.5.)
- 5.14 Subcontractors who are ineligible pursuant to Labor Code sections 1777.1 and 1777.7 are ineligible to perform work under this Contract.
- 5.15 This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

6. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to City a wholly-independent contractor. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, servants, agents or

subcontractors, except as set forth in the Contract Documents. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors, are in any manner officers, employees, agents or subcontractors of City.

7. INDEMNIFICATION

- 7.1 To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Gardena and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the work performed under the Contract, or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision.
- 7.2 This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.
- 7.3 This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.
- 7.4 Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.
- 7.5 The prevailing party shall pay for reasonable attorney fees and costs incurred in relation to this indemnification provision.
- 7.6 Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b).
- 7.7 This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

- 7.8 Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.
- 7.9 In the event there is more than one person or entity named in the Agreement as the Contractor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

8. QUALITY ASSURANCE

- 8.1 All materials furnished and all Work done under the Project shall be subject to rigid inspection. Work done in the absence of prescribed inspection may be required to be torn out and replaced and the entire cost of repair and replacement shall be borne by Contractor, irrespective of whether the work dismantled is found to be defective.
- 8.2 If the Work or materials, or any part thereof, shall be found defective any time before the final acceptance of the Project, Contractor shall immediately make good such defect without compensation in a manner satisfactory to the City, regardless of any previous inspection or estimation of such Work for payment.
- 8.3 If Contractor fails or neglects to make ordered repairs and/or replacement of damaged property within ten (10) DAYS after the service of an order to do such repair and/or replacement, the City, may make the ordered repairs and/or replacement and deduct the cost thereof from the monies due Contractor.
- 8.4 Prior to final acceptance, Contractor shall restore all areas affected by the work to the original state of cleanliness and repair all damage done to the premises, including the grounds, by his workmen and equipment.

9. INSURANCE

- 9.1 Commencement of Work. Contractor shall not be authorized to commence Work under this Contract until it has obtained approved insurance. Before beginning Work hereunder, during the entire period of this Contract, for any extensions hereto, and for periods after the end of this Contract as may be indicated below, Contractor must have and maintain in place not less than the insurance coverages required in this Section at his sole cost and expense. Contractor's insurance shall comply with all items specified by this Contract. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Contractor's insurance may cover all subcontractors. The insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.

- 9.2. 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.
- 9.3. Coverages, Limits and Policy Requirements. Contractor shall maintain the types of coverages indicated below:
- 9.4. Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) aggregate.
- 9.5. 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 minimum auto insurance coverage shall be one million dollars (\$1,000,000) combined single limit per accident.
- 9.6. Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars (\$1,000,000) 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.

In accordance with the provisions of section 1860 of the California Labor Code, Contractor's attention is directed to the requirement that in accordance with the provisions of section 3700 of the California Labor Code, Contractor and every subcontractor will be required to secure the payment of compensation of his or her employees, or obtain a certificate of consent to self-insurance by the Director of Industrial Relations in accordance with the requirements of Section 3700 of the California Labor Code.

In accordance with the provisions of section 1861 of the California Labor Code, Contractor shall sign and file with the awarding body the following certification prior to performing any work on the Project:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

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

- (i) City and its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy as respects liabilities arising out of the performance of any work done under the Contract.
- (ii) The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.
- (iii) For any claims with respect to the Project covered by this Contract, Contractor's insurance coverage shall be primary insurance as respects City and its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City and its elected and appointed officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (iv) The policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

9.8 Course of Construction Insurance - Contractor shall provide course of construction insurance covering for "all risks" of loss in the amount of the completed value of the Work. The City shall be named as a loss payee and the insurer shall waive all rights of subrogation against the City. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to the City. Course of Construction Insurance may be provided for each separate Phase.

9.9 Additional Requirements. The procuring of required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. City shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Contractor shall be deemed in default hereunder.

9.10 Deductibles. Any deductible or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of the City, 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 Contractor); or Contractor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses in the amount of any deductibles or self-insured retentions.

9.11 Verification of Compliance. Contractor shall furnish City with the required endorsements attached hereto. All documents 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 Contract, Contractor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a

notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Contractor shall provide full copies of any requested policies to City within three (3) days of any such request by City.

- 9.12 Termination for Lack of Required Coverage. If Contractor, for any reason, fails to have in place, at all times during the term of this Contract, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Contractor's expense and/or terminate this Contract. Contractor shall indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents and volunteers from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain any insurance required by this Contract.

9.13 Equipment Coverage

Any policy or policies of insurance Contractor or his subcontractors elect to carry as insurance against loss or damage to construction equipment and tools or other personal property shall include a provision waiving the insurer's right of subrogation against City.

10. SECURITY

- 10.1 Contractor shall not commence the Work under this Contract until Contractor has obtained all security required under this Section and such security has been approved by City as to form, amount and carrier.
- 10.2 Contractor shall maintain in full force and effect during the term of this Contract a certificate regarding workers' compensation, liability insurance certificates, proof of a valid business license and any other documents required by the Contract. If this Contract is for more than \$25,000.00, Contractor shall also maintain in full force and effect during the term of this Contract security guaranteeing one hundred percent (100%) of payment (labor and materials) and separate security guaranteeing one hundred percent (100%) of performance. If bonds are the chosen form of security, they shall be submitted on the forms which are part of the Contract Documents; no substitutions shall be accepted. The performance bond shall remain in effect for all deliverables for one full year from the date of acceptance of the Work to insure that defects which appear within said period will be repaired, replaced, or corrected by the Contractor at his own cost and expense to the satisfaction of the City Engineer within thirty (30) days after written notice thereof by City.
- 10.3 The surety shall be admitted to do business in California, listed with the State of California Department of Insurance and shall comply with all requirements of State law. (No surplus list surety will be accepted.) (Code of Civil Procedure § 995.311.)
- 10.4 If during this Contract any of the sureties upon the bonds become insufficient in the opinion of City, City may require additional sureties which Contractor shall furnish to City's satisfaction within 15 calendar days after written notice and failure to do so shall be considered a default by Contractor.

11. CITY'S RIGHT TO TERMINATE

- 11.1 If Contractor refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete the Work within such time, or if Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of his insolvency, or if Contractor or any subcontractor shall violate any of the provisions of this Contract, or should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or instructions of City or otherwise breach this Contract, City shall serve written notice on Contractor and Contractor's sureties of the intention that this Contract be terminated together with the reasons therefor. Unless within five (5) working days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Contract shall upon the expiration of said five (5) working days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

In event of any such termination, City shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this Contract, provided, however, that if surety within five (5) working days after service upon it of said notice of termination does not give City written notice of its intention to take over and perform this Contract or does not commence performance thereof within ten (10) working days from the date of serving such notice, City may take over the Project and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and Contractor and its surety shall be jointly and severally liable to City for any excess cost or other damages occasioned City thereby. If City takes over the Project as herein above provided, City may, without liability for so doing, take possession of, and utilize in completing the Project, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Project and necessary therefor.

In the event of any such termination, Contractor will be paid for Work performed, less damages caused to City by the acts of Contractor causing the termination.

- 11.2 City may terminate the Contract at its own discretion for any reason. Upon such termination, City will pay Contractor fair and reasonable compensation as agreed upon between City and Contractor. In the event that no agreement is reached, City will be liable to Contractor only for the reasonable value of the Work performed and other actual costs sustained by Contractor.

12. WAIVER

No waiver of any provision of this Contract 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.

13. NOTICE

- 13.1 Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of such party. Any notice shall not be effective for any purpose whatever unless served in the following manner:
- 13.2 Whenever it shall be necessary for either party to serve notice on the other respecting the Contract, such notice shall be in writing and served by personal delivery or by registered mail, postage prepaid, return receipt requested, addressed as follows:

City: **City of Gardena**
Jose Espinoza
1717 W. 162nd Street
Gardena, CA 90247

Contractor:

unless and until different addresses may be furnished in writing by either party to the other.

14. ASSIGNMENT

- 14.1 Contractor shall not assign the performance of the Contract, nor any part thereof, nor any monies due or to become due hereunder, without the prior written consent of City.
- 14.2 Subject to the provision of this Section regarding assignment, the Contract shall be binding upon the heirs, executors, administrators, successors, and assigns of Contractor.

15. ATTORNEY'S FEES

Except as specifically provided for herein, attorney's fees shall not be awarded to either party in any action in law or in equity, including an action for declaratory relief, brought to enforce or interpret the provisions of this Contract or to assert any claim resulting or alleged to result from its performance.

16. MISCELLANEOUS PROVISIONS

- 16.1 The Contract shall be effective from and after the date that this Contract is signed by the representatives of City.

- 16.2 This Contract may be made in counterparts.
- 16.3 The captions of the articles, sections, subsections, paragraphs and subparagraphs of the Contract are for reference only and are not to be construed in any way as a part of the Contract.
- 16.4 The rights and remedies contained in this Contract are cumulative, and in addition to and not in limitation of, any right or remedy at law or in equity to which City may be entitled.
- 16.5 Pursuant to Gardena Municipal Code Section 2.24.020(H), Contractor is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the city of Gardena until completion of Work.

17. ENTIRE AGREEMENT

- 17.1 This Contract integrates all terms and conditions in connection with the Work and supersedes all negotiations and prior understandings, either oral or in writing, in respect to the subject matter hereof.
- 17.2 The Contract shall not be amended except by a writing duly executed by the parties.

18. PREPARATION OF AGREEMENT

- 18.1 Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Contract and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Contract. No provision of this Contract 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.

19. CLAIMS DISPUTES

- 19.1 Any claims of Contractor, as "claims" are defined in California Public Contract Code Section 9204 shall be processed in accordance with that section. Section 9204 provides in relevant part that upon receiving a claim from a contractor, together with reasonable documentation to support the claim, a contracting public entity shall conduct a reasonable review of the claim and, within a period not to exceed 45 days [except as otherwise provided in Section 9204], shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply. If the contractor disputes the public entity's written response, or if the public entity fails to respond to a claim within the time prescribed, the contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30

days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the contractor sharing the associated costs equally. The public entity and contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to other applicable procedures.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this Contract to be executed and attested by their duly authorized officers.

CITY

By: _____
CITY MANAGER (Sign)

Date: _____
SEAL

Attest:

By: _____
CITY CLERK (Sign)

Date: _____

CONTRACTOR

By: _____
Sign / Title

Date: _____

Attest: (Contractor)

By: _____
Sign / Title

Date: _____

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY (Sign)

Date: _____

(To be submitted after award)

CONTRACT

PROJECT NO. JN 536

FAITHFUL PERFORMANCE BOND

WHEREAS, the City of Gardena has awarded to _____ hereinafter designated as the "Principal", a Contract for:

PROJECT: COUNCIL CHAMBERS VISUAL AUDIO UPGRADE DESIGN/BUILD
(1717 W. 162ND STREET, GARDENA CA 90247)

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City, as Obligee, in the sum _____ (\$ _____), lawful money of the United States of America, this amount being not less than one hundred percent (100%) of the total Contract price, , for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay all court costs and reasonable attorneys' fees to the City of Gardena in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

This bond shall remain in full force and effect for a warranty period of one full year after acceptance of the job by the City.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____, 2019, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

[PRINCIPAL]

By _____

Title _____

Signature

[SURETY]

By _____

Title _____

Address _____

Phone No. _____

Signature

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

(To be submitted after award)

CONTRACT

PROJECT NO. JN 536

PAYMENT BOND

WHEREAS, the City of Gardena has awarded to _____, as Contractor, a contract for the work described as follows:

PROJECT: COUNCIL CHAMBERS VISUAL AUDIO UPGRADE DESIGN/BUILD
(1717 W. 162ND STREET, GARDENA CA 90247)

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of _____, Dollars (\$_____) this amount being not less than one hundred percent (100%) of the total Contract price, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, or any other amounts due to persons under any applicable project contract or law, with respect to such work and labor, then the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay all court costs and reasonable attorneys' fees to the plaintiff(s) and City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

This bond shall remain in full force and effect for six full months after the period in which verified claims may be filed as provided for in Section 3184 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____, 2014, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

[PRINCIPAL]

By _____

Title _____

Signature

[SURETY]

By _____

Title _____

Address _____

Phone No. _____

Signature

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.
(To be submitted with bid/quote)

(To be submitted after award)

CONTRACT

PROJECT NO. JN 536

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

DATED: _____

CONTRACTOR

By _____
Signature

Title

ATTEST:

By _____
Signature

Title

**IT'S
TIME TO
CAPTIVATE.**



City of Gardena

Request for Proposals for
COUNCIL CHAMBERS VISUAL AUDIO UPGRADE
DESIGN/BUILD PROJECT (JN 536)

Attn: Jose Espinoza
Public Works Department Engineering
1717 W. 162nd Street
Gardena, California

DUE: August 14th, 2023 by 1:00pm



August 14th, 2023

Jose J. Espinoza
City of Gardena
1717 W 162nd Street
Gardena, CA 90247
jespinoza@cityofgardena.org

Re: COUNCIL CHAMBERS VISUAL AUDIO UPGRADE DESIGN/BUILD PROJECT

Dear Jose,

Thank you for the opportunity to submit our Proposal for the above referenced project based on the specification sent to all bidders. Our proposal is valid 30 days (or longer if contract negotiations are in progress) from the date of submittal.

Western A/V & Security (WAVS), an S-Corp, specializes in the design, sale, installation, and maintenance of multimedia display systems. WAVS and its' Team have been providing turnkey audiovisual system solutions to the corporate, industrial, government and educational marketplace for 30+ years. WAVS is authorized to provide and install all components specified in this Proposal. Please see the attached document titled, "Relevant Project Experience - Recent Government & Municipality Projects" as proof that WAVS has proven and qualified experience in this niche client base.

WAVS understands that the City may request a negotiating process with this proposal.

Statement of Compliance

The Price includes all Engineering, Project Management, Installation, Programming, Equipment, Training, as well as the inclusion of all applicable Taxes, Prevailing Wages, and Freight Charges for the following specified systems:

1) COUNCIL CHAMBERS VISUAL AUDIO UPGRADE DESIGN/BUILD PROJECT

Base Bid Price (\$79,167.40)

Western A/V & Security's Price to furnish and install the specified sections above is **Seventy-Nine Thousand, One Hundred Sixty Seven Dollars, and Forty Cents (\$79,167.40)**, including all Electronic Waste Tax, Prevailing Wages, and Freight charges as detailed in the attached Pricing Summary. Note, Sales Tax is also included in the above price.

Orange – Los Angeles County
1592 North Batavia Street, Suite 2
Orange, CA 92867
Phone#: (714) 637-7272
Fax#: (714) 637-7330

San Diego County
445 Marine View Drive, Suite 300
Del Mar, CA 92014
Phone#: (760) 438-1200
Fax#: (760) 438-0066

Arizona
4636 E. Elwood, Suite 12
Phoenix, AZ 85040
Phone#: (602) 675-5575
Support#: (602) 767-6747



August 14th, 2023

Warranty and Preventative Maintenance

The AV Systems are warranted against all defects of materials and workmanship, as a system, as well as individual components, for period of **1 Year** after date of acceptance, or first used (whichever comes first). If individual manufacturers, warranty their equipment for a longer period, the manufacturer's warranty will apply.

Western A/V & Security has also included the cost of four (4) additional and optional years of our Service/Preventative Maintenance Contract:

1st Year= \$2,721.00 (INCLUDED IN BASE BID)

2nd Year= \$2,721.00

3rd Year= \$2,721.00

4th Year= \$2,721.00

5th Year= \$2,721.00

RFP Addendum:

Western A/V & Security agrees to, and has acknowledged the receipt of all documents, Q&A, and addenda including:

Addendum 1 received on 8/7/2023 HS (initials)

Thank you for your time and consideration and please feel free to call me if you have any questions or need further information at (714) 637-7272.

Sincerely,

A handwritten signature in black ink that reads "Hailey M. Schellin". The signature is fluid and cursive, with the first name "Hailey" and last name "Schellin" clearly legible.

Designated Contact: Hailey Schellin (Account Executive)

Cell: 949-584-7028

haileys@wav1.com

I, Hailey Schellin, am the Account Executive authorized to negotiate and bind Western A/V & Security contractually.

Orange – Los Angeles County

1592 North Batavia Street, Suite 2

Orange, CA 92867

Phone#: (714) 637-7272

Fax#: (714) 637-7330

San Diego County

445 Marine View Drive, Suite 300

Del Mar, CA 92014

Phone#: (760) 438-1200

Fax#: (760) 438-0066

Arizona

4636 E. Elwood, Suite 12

Phoenix, AZ 85040

Phone#: (602) 675-5575

Support#: (602) 767-6747

www.wav1.com



Company Data and Qualifications

Legal Name and Address(es):

Legal Name: Western A/V

DBA: Western Audio Visual & Security

1592 N. Batavia St, Suite 2

Orange, CA, 92867

Approximately 10,000 square feet

(Where this project will be managed)

12707 High Bluff Dr, Suite 200

San Diego, CA, 92130

Annual Revenue:

\$12-15 Million annually. Western A/V & Security (WAVS) caters to Corporate America, Government, and Higher Education.

Number of years Proposer has been in business providing similar systems and support as specified in the RFP:

Since May of 2005. 18 years.

Dealer Status:

Western A/V & Security is currently in good standing with all the major manufacturers listed within our design for this RFP. Not only does WAVS serve as a dealer to the major manufacturers listed in our design, but WAVS also serves as an authorized service facility for the major manufacturers listed in our design.

History of Firm, Firms' credentials, and Firm Size:

Western A/V & Security has 50 employees.

WAVS has provided two documents that go into more detail about the history of our firm. One is titled "Statement of Qualifications" and another is titled "Project Team -Key Personnel". Both documents go into much further detail about our experience, the certifications our staff uphold, and the types of clients we work with on a daily basis.

Ownership Structure:

Catherine Schellin - President

Jay Schellin - CFO

Steve Hollingsworth - Secretary

Orange – Los Angeles County

1592 North Batavia Street, Suite 2

Orange, CA 92867

Phone#: (714) 637-7272

Fax#: (714) 637-7330

San Diego County

445 Marine View Drive, Suite 300

Del Mar, CA 92014

Phone#: (760) 438-1200

Fax#: (760) 438-0066

Arizona

4636 E. Elwood, Suite 12

Phoenix, AZ 85040

Phone#: (602) 675-5575

Support#: (602) 767-6747

**Firm's vision and Mission Statement:**

The WAVS team broke off from a billion-dollar company in 2004. This led us to the vision of being the best in the business, rather than the biggest. Our team witnessed firsthand how those two qualities do not go together.

"Quality means doing it right when no one is looking" – Henry Ford

A description of the Organizations employees' longevity & client base:

Longevity: Our team has been working together for 30+ years. The team at Western A/V & Security considers each other family. If you have the pleasure of working with WAVS on this upgrade, you will see these 'family-like' friendships.

Client Base: WAVS takes pride in their wide array of clients. WAVS caters to corporate clients, including Fortune 500 companies, as well as government clients. Within the past 10 years, WAVS has truly focused on government clients. The reason being, we understand the complexity and niche requests that each government agency has. There are no two government projects of ours that are exactly alike. The references section of this proposal can attest to our experience of working with government agencies.

Client Proximity:

As stated above, Western A/V & Security does not aspire to be a national or international company. Our company believes that a major aspect of the Audio Visual industry pertains to customer service. As shown above, Western A/V & Security has an office in Orange County and San Diego County. We focus on Southern California clients knowing that our Service Department can cater to any service-related item, or an emergency situation with ease. Please refer to the document titled "Recent Government & Municipality Projects" to attest for our familiarity in the Southern California region.

WAVS has traveled nation-wide and will do so only on rare occasion. WAVS is willing to travel for those clients that understand the value of our work. Those clients include National Universities, and Corporate Clients that wish to have all their facilities designed similarly. In turn, these Universities and Corporate Clients can save time knowing that all their facilities have been designed and installed by the same A/V Integrator.

Orange – Los Angeles County

1592 North Batavia Street, Suite 2
Orange, CA 92867
Phone#: (714) 637-7272
Fax#: (714) 637-7330

San Diego County

445 Marine View Drive, Suite 300
Del Mar, CA 92014
Phone#: (760) 438-1200
Fax#: (760) 438-0066

Arizona

4636 E. Elwood, Suite 12
Phoenix, AZ 85040
Phone#: (602) 675-5575
Support#: (602) 767-6747



Project Understanding:

Western Audio/Visual & Security has become well known within the Civic and Government market. As mentioned in the cover letter, our Team has over 30 years of experience with similar types of equipment and integrated systems that are listed within the RFP for City of Gardena. Due to our extensive experience, we have a proven track record in providing quality and efficient system designs, installations, and repair services for our audio-visual and security systems.

The best proof of our understanding of the work to be performed is that we are the team that Consultants and Suppliers, like Crestron, come to for help with City & Municipality projects. Our Lead Engineer, Erik Wilson, has worked on more Council Chambers than any other Engineer in the Southern California area. Many vendors can succeed with a simple conference room project, but not many can succeed in the world of Boardrooms and Council Chambers. Council Chamber and Boardroom projects can truly speak to our qualified and abundance of experience, as they are known to be one of the most complex types of systems to design and integrate.

We are the team that City's come to when the low bidder did not work out. We currently have two City contracts where we are cleaning up the mistakes of an inexperienced vendor. **Our biggest compliment came from a very large Consulting Firm that asked Crestron for their 5 biggest City Project References, and all 5 Projects were WAVS Projects.**

The key to a successful installation for this type of project is prior experience and good preparation before coming on-site. Since we are typically doing large installations ranging between \$1 Million and \$3 Million in revenue, we understand more than others that attention to all the small details is critical. Our team has been doing City and County projects for over 30 years. Your project has less critical stages than most projects, but our attention to detail will still make a big difference in the final result.

It is evident that our company's resume and reputation can attest as to why we are the most qualified & competitive vendor for this RFP.

Please see the attached document titled, "Relevant Project Experience - Recent Government & Municipality Projects" which can attest to our experience in working with Government agencies like City of Gardena.

Orange – Los Angeles County

1592 North Batavia Street, Suite 2
Orange, CA 92867
Phone#: (714) 637-7272
Fax#: (714) 637-7330

San Diego County

445 Marine View Drive, Suite 300
Del Mar, CA 92014
Phone#: (760) 438-1200
Fax#: (760) 438-0066

Arizona

4636 E. Elwood, Suite 12
Phoenix, AZ 85040
Phone#: (602) 675-5575
Support#: (602) 767-6747



Statement of Qualifications

OUR COMPANY PROFILE

LET US BE YOUR
GAME CHANGER



Years in the Industry
34



Top Ranked Service
#1



Million \$+ Projects
25+

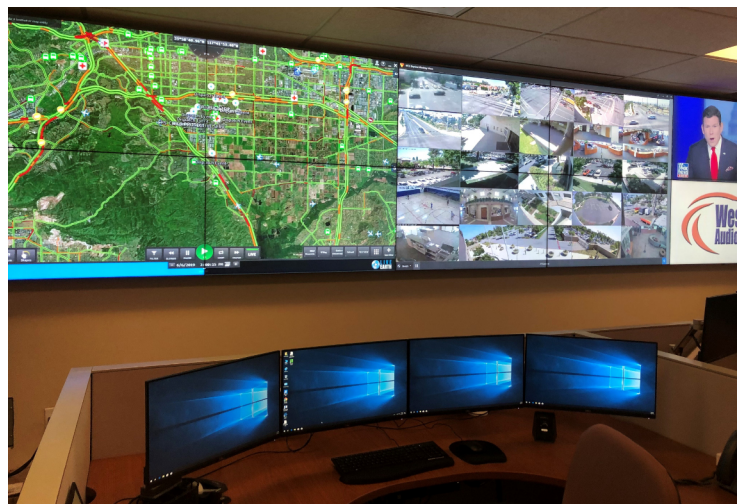


Certifications
100+


Western Audio Visual & Security is a design-build audio visual and security firm specializing in the design, engineering, installation, and service of corporate, civic and education audio visual and security systems. While we are primarily a Southern California based company, our coverage extends north to the central California region and east to Nevada and Arizona.


Our team is made up of highly recognized industry veterans with over 30 years of experience integrating solutions within executive boardrooms, conference rooms, auditoriums, training rooms, video conferencing suites, command/control centers and corporate headquarters throughout Southern California and beyond.


Starting with AV budgeting exercises and following through to post installation support, the Western Audio Visual & Security team is well equipped to take any project from it's design stage to final installation.



ORANGE/LA COUNTY


 1592 Batavia Street, Suite 2
Orange, CA, 92867


 (714) 637-7272

 (714) 637-7330


SAN DIEGO COUNTY


 12707 High Bluff Dr., Suite 200,
San Diego, CA, 92130

 (760) 438-1200

 (760) 438-0066

ARIZONA

 4636 E. Elwood, Suite 12,
Phoenix, AZ, 85040

 (602) 675-5575



WWW.WAV1.COM

AUDIO VISUAL SERVICES

Western Audio Visual & Security is a full service systems integration company providing the design, engineering, installation and service of sophisticated audio visual and security systems.

Providing turnkey AV and security solutions for:

- ★ **BOARDROOMS AND CONFERENCE ROOMS**
- ★ **TRAINING ROOMS AND CLASSROOMS**
- ★ **COMMAND AND CONTROL CENTERS**
- ★ **AUDITORIUMS AND LECTURE HALLS**
- ★ **VIDEO CONFERENCING SUITES**
- ★ **COUNCIL CHAMBERS**
- ★ **DIGITAL SIGNAGE**
- ★ **Huddle Spaces**
- ★ **BROADCAST SOLUTIONS**

AV INSTALLATION & TRAINING

Our staff of highly trained technicians ensures our clients receive the utmost quality & professionalism during the installation phase. With a focus on constantly improving, Western AV & Security technicians hold certifications with all major manufacturers. Leveraging years of experience with an unmatched attention to detail, our staff of dedicated technicians are well equipped to perform at a high level. Upon completion of each installation, a certified Western AV & Security trainer will host end user training sessions. These training sessions give clients the ability to use the AV systems in a comfortable, stress free environment. Once complete, our clients will have all the tools necessary to present, collaborate, and communicate using the most up to date audiovisual technology.



DESIGN : BUDGETING : NEEDS ANALYSIS

The first step in any new project is identifying the functionality required while creating a realistic AV budget to work from. Western AV & Security's team of design specialists works with each client to define the needs of individual users and ultimately, configure what technology is needed to create collaborative, easy-to-use, future proof meeting spaces.

PROJECT MANAGEMENT

Western AV & Security understands that up front planning and coordination throughout a project will ensure its ultimate success. A PMP certified project manager will be assigned to every new project. Our project managers oversee all aspects of the installation from communicating infrastructure with various trades (architects, general contractors, etc.) to scheduling the installation team and ensuring all systems are installed on time and within budget.

SERVICE & CUSTOMER SUPPORT

Western AV & Security understands the importance of limiting downtime related to any installation and our team of service professionals are available 24/7 to support our clients when the need arises. In addition to technical support, parts replacement and equipment repair, Western AV & Security's service team offers a variety of customized Preventative Maintenance Plans to safeguard your investment.



CUSTOMER SUPPORT SERVICE HIGHLIGHTS:



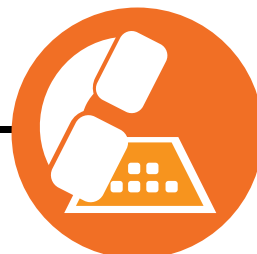
Direct phone numbers with all phones forwarded to individual cell phones for a better access to Western personnel.



Complete Training Sessions tailored to specific end-users requirements.



Organized and complete system documentation with every system.



24-Hour Technical Support with all Maintenance and Service Plans



Standard and Customized Maintenance and Warranty Service Programs

SECURITY SERVICES



Service Focused

Reliable Solutions

Top Technology

SOLUTIONS

- Intrusion Protection
- Video Surveillance
- Access Control
- Monitoring Solutions
- Alarm Verification
- Integration



Western AV & Security designs, installs, services and monitors seamlessly integrated electronic physical security solutions for a wide range of clients in southern California. Physical security equipment must provide the highest level of protection without fail for your assets. Western AV & Security partners with only the best equipment and software manufacturers to ensure what you want secured stays secure. Serving clients of all sizes, Western AV & Security will design a solution to meet both your current needs as well as provide the flexibility to support your future growth. Most importantly, Western AV & Security provides a wide array of professional services to ensure your investment is protected and continues to operate as originally designed.

QUALIFICATIONS & CERTIFICATIONS

Audio Visual Manufacturer Certifications

Western Audio Visual & Security prides itself in the elite group of manufacturers we use in our projects. Our team of engineers and project managers are also certified in various divisions of these industry leading brands. Here are just some of those industry leaders we work directly with and are certified with...



Security Certifications

Western Security adheres to the highest standards set by industry leaders throughout the Security community. Our team of dedicated, expertly trained engineers, systems sales consultants, project managers, CAD designers, installers, and service technicians take part in industry leading and manufacturer training and certification programs, some of which are listed below...



FEATURED PROJECTS

Skyworks Solutions, Inc. Corporate Headquarters Irvine, CA



Skyworks manufactures semiconductors for use in radio frequency (RF) and mobile communications systems. Its products include power amplifiers, front-end modules and RF products for handsets and wireless infrastructure equipment. The company's portfolio includes amplifiers, attenuators, circulators, demodulators, detectors, diodes, directional couplers, front-end modules, hybrids, infrastructure RF subsystems, isolators, lighting and display solutions, mixers, modulators, optocouplers, optoisolators, phase shifters, PLLs/synthesizers/VCOs, power dividers/combiners, power management devices, receivers, switches and technical ceramics.

The company formed as a result of a merger of Alpha Industries and the wireless communications division of Conexant, which took effect on June 26, 2002. Headquartered in Irvine, California, Skyworks has manufacturing facilities and design centers all across the country and in Mexico and Canada. According to its website, the company has design, engineering, manufacturing, marketing, sales and service facilities throughout North America, Europe, Japan and Asia.

Skyworks' corporate headquarters houses a variety of administrative and support functions, as well as application engineering support, sales, marketing, operations, quality and supply chain teams. Irvine is also home to their design center for custom and standard analog and mixed signal semiconductors.

General Project Summary:

For Skyworks recent expansion into a new building at their Irvine Headquarters, Western Audio Visual and Security was selected to provide both Audio Visual and Security and Access Control Systems. The AV Systems included various system types, including an impressive Floor-To-Ceiling 4X4 Video Wall for their Lobby, featuring Planar 55" Display, Elevator Lobby Display featuring the 1x4 Planar 55" Displays, a Multi-Purpose Divisible Room featuring a Planar 100" UHD Display with full Broadcast Capability for Company Wide Meetings, Executive Boardroom and Customer Conference Rooms, featuring Crestron Control and DigitalMedia Signal Distribution Systems with Polycom Videoconferencing System and Shure MXA910 Ceiling Microphones with Biamp DSP's. In addition, the building also included (26) Large and Small Conference Rooms Featuring Samsung Displays and Crestron HDMI Tx/Rx Systems, (18) Team Rooms, (33) Offices and (14) Executive Offices all featuring Samsung Displays and Crestron Tx/Rx Systems.

LA Biomed Research Institute

1124 W Carson St

Torrance, CA 90502



LA BioMed is an incubator of innovation with a global reach and a 66-year reputation of improving and saving lives. Driven by the positive social impacts of breakthrough therapies, the Southern California-based research institute and incubator – with over 100 principal investigators (PhDs, MDs and MD/PhDs) working on over 600 research studies, including therapies for multiple orphan diseases – is an essential element to one of the nation's top-ten biotech clusters.

Located in a 78,000-square foot, \$65-million research building at LA BioMed next to the Harbor-UCLA Medical Center in Torrance. An 18,000-square foot facility that offers users access to state-of-the-art lab and office facilities, more than \$1 million in shared scientific equipment, and world-class programming and events; and, Premium co-working space that is designed to scale to a company's growth, whether a single lab bench or a suite of offices.

General Project Summary:

LA BioMed selected Western Audio Visual to provide the AV Systems, designed by WaveGuide Consulting. The systems included both a Multi-Purpose and Event Space, each showcasing Christie Digital 4x4 Video Walls for Presentation, Crestron DigitalMedia and NVX Signal Distribution and Control, Shure Wireless Microphone Systems, Panasonic HDSDI Camera's with Full Broadcast/Streaming Capabilities. Multiple Offices, Conference Rooms and Executive Boardroom with LG Displays, Crestron Control and NVX Systems and Airtime Wireless Presentation Systems.

CalAmp

15635 Alton Parkway, Suite 250
Irvine, CA, 92618

2200 Faraday Ave., Suite 220
Carlsbad, CA, 92008



CalAmp is a global technology solutions pioneer transforming the mobile connected economy. They help reinvent businesses and improve lives around the globe with technology solutions that streamline complex mobile IoT deployments and bring intelligence to the edge.

Their software and subscription-based services, scalable cloud platform and intelligent devices collect and assess business-critical data from mobile assets and their contents.

Headquartered in Irvine, California, CalAmp has been publicly traded since 1983 and has 20 million products installed and over 1.3 million software and services subscribers worldwide. LoJack® is a brand of CalAmp and a leader in stolen vehicle recovery and innovative automotive services.

General Project Summary:

CalAmp selected Western Audio Visual & Security to complete an audiovisual system upgrade in their office located in Carlsbad, California. The project consisted of upgrades in board rooms, conference rooms, hub rooms, digital signage and private offices.

The conference rooms utilized Crestron room schedulers, Crestron Mercurys for audio and video capabilities and Samsung flat panel displays ranging from 50"-98" in size. The private offices utilized 50" Samsung flat panel displays. The bull pen and reception areas were outfitted with digital signage components including 55"-65" Samsung flat panel displays. CalAmp opted in for a one year maintenance contract. Western AVS also completed the same work for Cal Amp for their Irvine offices in 2021.

City of Chino – Police Department

5450 Guardian Way

Chino, CA 91710



The Chino Police Department provides for the public safety response needs of the community through services that support the Department's commitment to Organizational Excellence. Through these efforts, the Police Department strives to meet the community's needs for the protection of life and property and enhance the quality of life for those who work, live, and play in Chino.

The Department's mission is to provide a balance between the concepts of "the spirit of the law" and "the letter of the law." The Department is organized into operational and support functions that provide efficient emergency responses, pro-active enforcement, follow-up investigations of crimes and accidents, apprehension of criminals and preparation for criminal prosecutions, recovery of stolen property, and the prevention of crime through crime prevention efforts in partnerships with the citizens of the community.

General Project Summary:

The City of Chino Police Department awarded Western Audio Visual the opportunity to build their new Real Time Crime Center. This Real Time Crime Center included ten (10) 55" Christie LED LCD's completing a 2 x 5 video wall.

As far as processing, Western Audio Visual installed the Christie Phoenix System, which is user friendly, and gives multiple windowing possibilities and presets. If in the event the staff within the Real Time Crime Center needs to hear the audio associated with one of the video feeds on the wall, Western AV installed two ceiling speakers that can be controlled by table-top knobs.

City of Ventura – Council Chamber

501 Poli Street

Ventura, CA, 93001



The City of Ventura is a full-service government serving approximately 106,000 residents. Ventura is located between Malibu and Santa Barbara on the Pacific Ocean, overlooking Anacapa and Santa Cruz islands. Ventura is a vibrant beach town with world class recreational opportunities, a vibrant, historic downtown teeming with history and a friendly, welcoming community.

The City is comprised of 10 departments including City Attorney, City Manager, Community Development, Finance & Technology, Fire, Human Resources, Parks & Recreation, Police, Public Works and Ventura Water.

General Project Summary:

The City of Ventura selected Western Audio Visual & Security for the installation and integration of the new AV system for the Council Chamber as well as a complete upgrade of their live broadcast studio.

The upgraded system included a 100" 4K LCD display and a 85" 4K LED display for prime viewing. Each dais position received a 24" monitor, 18" gooseneck microphone, Clock Audio capacitive touch mute switch, RDL decora-style speaker and 5" touchscreen for voting and request to speak. A new Brightline lighting system and Panasonic HD cameras for broadcast/streaming were also installed in the chamber and community room. The live broadcast studio included a Black Magic ATEM production switcher and control panel, a Panasonic camera controller and a Compix Media ConverG1 for lower thirds. The City of Ventura also purchased a One Year Preventative Maintenance & Service Contract from Western AV.

Otay Water District

2554 Sweetwater Springs Blvd.

Spring Valley, CA, 91978-2004



Otay Water District is a water, recycled water, and sewer service provider.

The District provides water service to customers within roughly 125 square miles of southeastern San Diego County, California. Its facilities serve the water, recycled water, and the sewer needs of customers residing in the communities of Spring Valley, La Presa, Rancho San Diego, Jamul, eastern Chula Vista, and eastern Otay Mesa along the international border with Mexico.

General Project Summary:

Otay Water District selected Western Audio Visual & Security to upgrade their Boardroom AV systems.

WAVS upgraded the entire switching and distribution system to a Digital Media system and installed two 9,500 Lumen laser projectors using Stewart projection screens within the room. In addition, WAVS installed a 60" LED display which is used to display the board members voting results. The board members cast their vote using button keypads and utilize custom programming to manage all voting for board members.

Additionally, WAVS installed a total of seven 19.5" monitors on the front side of the dais to be used as digital name plates and two PTZ cameras for web conferencing, streaming & recording. To manage the existing audio system, a new DSP system was installed and programmed.

University Lab Partners
5270 California Ave.
Irvine, Ca. 92617



UCI Applied Innovations & Dartbrook Partners, LLC. is a dynamic, innovative central platform of the Orange County entrepreneurial ecosystem which includes the UCI campus, entrepreneurs, investors and the business community. Together they collaborate and commercialize discoveries designed to benefit humankind and have an economic impact that leads to innovations, growth and job creation.

General Project Summary

Western Security was tasked with developing, installing and implementing a dynamic access control and camera solution for the first planned co-laboratory space. Consisting of a large number of individual access doors and cameras. Western implemented a Cloud Access Control Solution providing a user friendly experience and ease of administration management, with excellent reporting and auditing as required by the Lab Charter.

DaVita Heath Care Partners, Inc.
601 Hawaii St.
El Segundo, Ca. 90245



A Fortune 500 kidney care service provider, the DaVita World Headquarters and training facility is the heart of DaVita for its 41,000 “teammates” who work in over 1,900 dialysis clinics across the country.

Designed to accommodate 950 “teammates” locally, the facility supports a unique culture and provides a workplace environment where the CEO is the Mayor of the DaVita “village”, teammates work in “neighborhoods”, and where thousands of teammates annually come for training and support at “DaVita University”.

General Project Summary

Western was selected as the security partner for this project based on our ability to provide a solution allowing unified database and management across multiple facilities. This project included design installation, implementation and management of Access Control with Database Integrated Photo ID Badging, High Resolution IP Camera System with ACS Integration & Intrusion Protection Systems. With the unique Corporate Culture provided by DaVita it was essential to provide systems flexible enough to accommodate an open work experience yet secure enough to meet requirements for Health Care providers.



Relevant Project Experience - Recent Government & Municipality Projects

City Projects:

1. City of Aliso Viejo* (\$119k)
2. City of Anaheim* (\$933k)
3. City of Azusa (\$106k)
4. City of Banning* (\$211k)
5. City of Barstow* (\$212k)
6. City of Beaumont* (\$10k)
7. City of Big Bear Lake* (\$175k)
8. City of Brea (\$643k)
9. City of Bishop* (\$97k)
10. City of Buena Park* (\$596k)
11. City of Carlsbad (\$616k)
12. City of Cerritos* (\$501k)
13. City of Chino* (\$739k)
14. City of Chino Hills* (\$225k)
15. City of Chula Vista* (\$558k)
16. City of Colton* (\$200k)
17. City of Corona* (\$1.5M)
18. City of Coronado (\$31k)
19. City of Costa Mesa* (\$334k)
20. City of Covina* (\$166k)
21. City of Cypress* (\$290k)
22. City of Del Mar* (\$105k)
23. City of Diamond Bar (\$67k)
24. City of Downey* (\$137k)
25. City of Eastvale (\$4k)
26. City of El Monte (\$31k)
27. City of El Segundo (\$34k)
28. City of Encinitas* (\$477k)
29. City of Fontana* (\$97k)
30. City of Fullerton (\$217k)
31. City of Glendora* (\$438k)
32. City of Goleta* (\$214k)
33. City of Hawaiian Gardens* (\$200k)
34. City of Hemet (\$6k)
35. City of Hesperia* (\$609k)
36. City of Hermosa Beach (\$190k)
37. City of Huntington Park* (\$7k)
38. City of Imperial Beach* (\$270k)
39. City of Irvine* (\$152k)
40. City of Irwindale* (\$150k)
41. City of La Habra* (\$303k)
42. City of La Mesa* (224K)
43. City of La Palma* (\$23k)
44. City of La Puente (\$34k)
45. City of Laguna Beach* (\$170k)
46. City of Loma Linda* (\$250k)
47. City of Lomita* (\$10k)
48. City of Manhattan Beach* (\$393k)
49. City of Mission Viejo* (\$747k)
50. City of Moreno Valley (\$11k)
51. City of Murrieta (\$816k)
52. City of National City* (\$98k)
53. City of Ojai* (\$25k)
54. City of Ontario (\$329k)
55. City of Orange (\$540k)
56. City of Oxnard* (\$147k)
57. City of Perris* (\$145k)
58. City of Placentia (\$59k)
59. City of Pomona* (\$194k)
60. City of Port Hueneme* (\$217k)
61. City of Rancho Mirage* (\$228k)
62. City of Rancho Palos Verdes* (\$100k)
63. City of Redlands (\$20k)
64. City of Redondo Beach (\$38k)
65. City of Riverside* (\$225k)
66. City of Rolling Hills Estates* (\$156k)
67. City of San Clemente* (\$28k)
68. City of San Dimas* (\$204k)
69. City of San Fernando* (\$25k)
70. City of San Juan Capistrano* (\$136k)
71. City of San Marcos* (\$399k)
72. City of San Marino (\$2k)
73. City of Santa Clarita* (\$67k)
74. City of Santa Ana (\$542k)
75. City of Santa Barbara (\$779k)
76. City of Santa Fe Springs* (\$130k)
77. City of Santee* (\$575k)
78. City of Signal Hill (\$6k)
79. City of Simi Valley* (\$272k)
80. City of Solana Beach* (\$109k)
81. City of Temecula* (\$1.5M)

Orange – Los Angeles County

1592 North Batavia Street, Suite 2
Orange, CA 92867
Phone#: (714) 637-7272
Fax#: (714) 637-7330

San Diego County

445 Marine View Drive, Suite 300
Del Mar, CA 92014
Phone#: (760) 438-1200
Fax#: (760) 438-0066

Arizona

4636 E. Elwood, Suite 12
Phoenix, AZ 85040
Phone#: (602) 675-5575
Support#: (602) 767-6747



- 82. City of Tustin* (\$607k)
- 83. City of Upland* (\$115k)
- 84. City of Ventura* (\$305k)
- 85. City of Victorville* (\$1.6M)
- 86. City of Villa Park* (\$82k)
- 87. City of Vista (\$89k)
- 88. City of Walnut* (\$223k)
- 89. City of West Covina (\$54k)

- 90. City of West Hollywood (\$991k)
- 91. City of Westminster (\$135k)
- 92. City of Whittier* (\$355k)
- 93. City of Yorba Linda* (\$208k)

County & District Projects:

- 1. Anthem Community Council, AZ* (\$135k)
- 2. Civil Rights Institute* (\$436k)
- 3. Columbia Space Center* (\$200k)
- 4. Coachella Valley Water District* (\$711k)
- 5. County of Inyo* (\$94k)
- 6. County of Los Angeles (\$300k)
- 7. County of Orange* (\$227k)
- 8. County of Riverside* (\$245k)
- 9. County of San Bernardino* (\$1.2M)
- 10. County of San Diego* (\$250k)
- 11. Eastern Municipal Water District* (\$344k)
- 12. El Toro Water District* (\$92k)
- 13. First 5 - San Bernardino* (\$97k)
- 14. Desert Water Agency* (\$165k)
- 15. Inland Empire Utilities Agency* (\$570k)
- 16. Irvine Ranch Water District* (\$300k)
- 17. Jurupa Community Services District* (\$8k)
- 18. Las Virgenes Water District* (\$185k)
- 19. Long Beach Water (\$12k)
- 20. Los Angeles County Bar Assoc. (\$345k)
- 21. Los Angeles Fire Police Pension (\$200k)
- 22. Omnitrans* (\$73k)
- 23. Orange County Fire Authority* (\$559k)
- 24. Orange County Sanitation District* (\$148k)
- 25. Otay Water District (\$153k)
- 26. Port of Los Angeles* (250k)
- 27. Rancho California Water District* (\$27k)
- 28. Reg. County OCC Center* (\$120k)
- 29. SBCERA* (\$110k)
- 30. San Bernardino Valley Municipal Water District* (\$206k)
- 31. SDCERS* (\$250k)
- 32. San Diego District Attorney* (\$244k)
- 33. San Diego Medical Examiner* (\$375k)
- 34. Santa Margarita Water District* (\$50k)
- 35. South Orange Community College District* (\$153k)
- 36. The Toll Roads* (\$25k)
- 37. Three Valley's Municipal Water District* (64k)
- 38. TRIUNFO Water & Sanitation District* (\$196k)
- 39. Vallecitos Water District (\$93k)
- 40. Victor Valley Transit Authority* (\$41k)
- 41. Vistra Moss Landing (\$21k)
- 42. Yorba Linda Water District* (\$153k)

Blue indicates projects in progress

Red indicates maintenance contracts

* indicates design/build

Orange – Los Angeles County

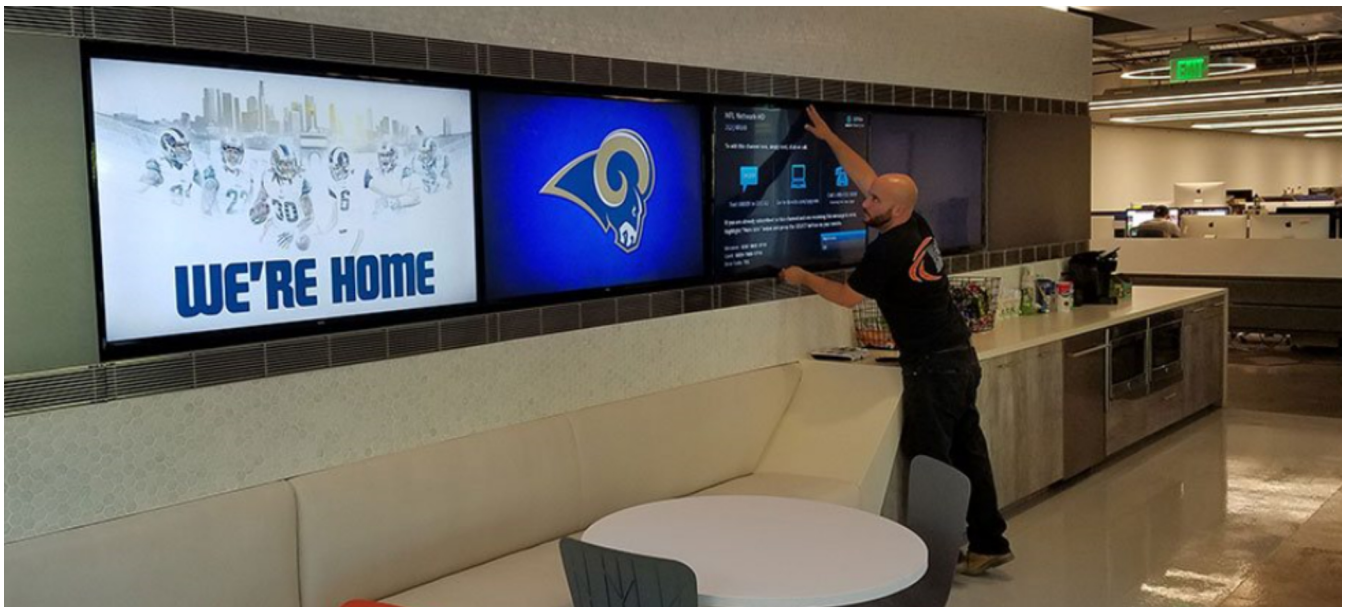
1592 North Batavia Street, Suite 2
Orange, CA 92867
Phone#: (714) 637-7272
Fax#: (714) 637-7330

San Diego County

445 Marine View Drive, Suite 300
Del Mar, CA 92014
Phone#: (760) 438-1200
Fax#: (760) 438-0066

Arizona

4636 E. Elwood, Suite 12
Phoenix, AZ 85040
Phone#: (602) 675-5575
Support#: (602) 767-6747



PROJECT TEAM & KEY PERSONNEL



PROJECT TEAM: KEY PERSONNEL

JAY SCHELLIN, General Manager

Jay has over 38 years of experience in the audiovisual industry. In 1986, Jay started J.O.S. Projection Systems, Inc. which provided integrated system solutions to a diverse clientele. Some of these clients included: NASA, JPL, Intel, Hughes, Motorola, Northrop, Charles Schwab, as well as all branches of the military. With offices in Los Angeles, San Diego and Phoenix, J.O.S. primarily served the Southwestern U.S. In 1998, J.O.S. was acquired by the largest audiovisual company in the U.S. to transition them into the System Integration business. As part of the sale, Jay remained on board until 2001 as Vice-President of Systems Integration Group. In 2005, Jay started Western Audio Visual where several employees followed, due to Jay's loyalty and leadership skills. Upon building a reputable name in the AV industry with Western Audio Visual, Jay expanded the company by acquiring a security business as well, where Western Audio Visual & Security is now well-known among both industries. Jay is an alumni of Pepperdine University, where in his senior year, he was drafted by the Oakland Athletics. His career with the A's lasted three years at which time he began his career outside of baseball in the mainframe division of National Semiconductor.

ERIK WILSON, Design Engineer, CTS-D, DMC-E, DMC-D, BE2, Biamp Tesira

Erik has over 30 years of experience in the audiovisual industry and is considered by many in the AV industry as one of the top engineers in the country. Erik started his career in the audiovisual industry with Ampco in Florida before moving to California and working with J.O.S. Projection Systems. He has also traveled all over the world for British Petroleum designing and fine-tuning Control Room Displays utilizing edge blending. He has performed many different jobs in the audiovisual world including, Final Setup Technician for CRT projectors, Service Technician, Project Manager, System Designer, System Sales, Engineer and is now currently a Design Engineer at Western Audio Visual & Security. He has an AA degree in Electronics and many certifications including those from Biamp, Crestron, Christie, AMX, Panasonic and more. Erik also holds a CTS-D certification from AVIXA and DMC-E from Crestron Electronics. He has designed many high-profile projects including: Eastern Municipal Water District, City of Glendora, City of Anaheim, Fandango, City of Temecula, Viasat, Intuit, Too Faced, Children's Hospital of Orange County, City of San Marcos and City of Brea. He specializes in projects ranging from \$750,000 to \$2,000,000+.



PROJECT TEAM: SALES

STEVE HOLLINGSWORTH, Account Manager, DMC-D

Steve has over 30 years of experience in the audiovisual industry. Steve started out with J.O.S. Projection Systems in 1994 and was part of the group that was acquired by MCSi in 1998. While there, he ran the most successful region in the company. He has worked as a System Designer, Salesperson, Project Manager and Regional Manager in the AV industry. His experience working on large, high-profile projects has impressed industry peers as well as clients. Due to his broad technical knowledge, Steve has the ability to solve complex integration challenges. The key phrase "Experience is Golden" certainly applies to him, and gives his clients the greatest benefit of all. Steve graduated with a Business Administration degree from San Diego State University and began his career with the San Diego Padres as a Project Manager in the Stadium Operations Department. Steve's client list includes, but is not limited to: Northrop Grumman, Viasat, Intuit, Children's Hospital of Los Angeles, University of California Riverside and County of San Diego.

JENNIFER BROWN, Account Manager

Jennifer has over 30 years of experience in the audiovisual industry. Her extensive career includes positions as a Senior Account Manager, Senior Sales Engineer, and Senior Sales Consultant with prominent AV integrators. She holds a Bachelor of Arts from the University of California at Santa Barbara, and has completed numerous AV manufacturer training courses. Jennifer takes great pride in working closely with her clients to provide and implement high quality, highly effective AV solutions to a wide range of customers and markets. Jennifer also sits on the Los Angeles based non-profit Bresee Foundation Board of Directors and Blind Children's Center Board of Directors.

STEPHEN WISNER, Account Manager, DMC-D, DMC-D-4k, Biamp, Cisco, Listen, Polygom, Mersive

Stephen has over 29 years of experience in the audiovisual industry. Stephen has worked as an Installer, Programmer, Project Manager and Sales Representative in the AV market, providing audio/video integration services and consulting to end-users. Because of his work ethic and detailed approach to project design and integration, Stephen has an excellent reputation in the industry. Stephen puts a strong emphasis on customer service which is why he has a long record of successfully guiding local and national clients with their audiovisual desires and needs. Stephen's passion for low voltage integration and his focus on audiovisual design trends provides a welcomed approach on projects by project professionals and clients alike. Stephen holds multiple certifications including with Crestron, Biamp, Cisco, Listen, Polygom and Mersive.

HAILEY SCHELLIN, Account Manager

Hailey has worked in the audiovisual industry for 10 years as an Account Executive for Western Audio Visual & Security. While at Western, she has become the expert in government contracts and has contracted with over 120 municipalities. Hailey stands out in the industry because of the relationships she garners with her clients and how she oversees the client is receiving exactly what they want from start to finish of each project. Hailey specializes in Council Chambers, Boardrooms, Traffic Management Centers and Emergency Operations Centers. Some of Hailey's key accounts include: City of Anaheim, City of Ventura, Coachella Valley Water District, City of Buena Park and Orange Police Department. Hailey graduated from the University of Arizona with a Bachelor's degree in Communications and a minor in Business.



PROJECT TEAM: ENGINEERING

PHIL ALDERSON, **Director of Engineering,** CTS-I, CCNA, DMC-D, DMC-T, BE2, DM-NVX, CTI-CSD, CTS, Biamp Tesira

Phil has over 20 years of experience in the audiovisual industry. Over his 20+ years of experience in the audiovisual industry, Phil has had many different job functions including Installation Supervisor, Project Manager, Field Engineer and Sales Engineer. Because of his significant experience, Phil continued to work his way up in the industry, where he is now the acting Director of Engineering at Western Audio Visual & Security. Phil is known around the office for his “can-do” attitude and his willingness to offer his expertise on especially challenging projects. Phil has multiple certifications including: Clearone, Lutron, AMX, Biamp, SVSi, QSC, Scala and Polycom. He has been a part of projects ranging from corporate, government, higher education, as well as performing arts. Some high-profile projects Phil has headed include: Taco Bell, Herbalife, New York Life, Too Faced Cosmetics and various colleges throughout southern California.

KEVIN LAYMON, **Engineer,** DMC-D, Biamp Tesira

Kevin has over 10 years of experience in the audiovisual industry. Kevin started in the industry in 2014 working as an Installation Technician and was quickly promoted to Lead Technician. His attention to detail and communication skills led to yet another promotion as Project Closer. He now works as a Sales Engineer for Western Audio Visual & Security, a position he continues to excel at. Kevin is responsible for trouble shooting, testing and configuring the audio visual system for final sign-off by the customer and/or the consultant. Kevin is best known for his attention to the client, and has been known to drop what he is doing in order to help clients when they are in a pinch or in need of immediate troubleshooting or assistance. He is both Biamp and DMC-D certified. Kevin has worked on many high-profile projects including: Taco Bell corporate headquarters, Claremont McKenna College, City of Goleta, City of Ventura, City of Brea, City of Santa Barbara, New York Life, Intuit and Children’s Hospital Los Angeles.

RANDI ELLIS, **CAD Engineer,** CTS

Randi has over 30 years of experience in the audiovisual industry. Randi is well-known amongst the industry for her expertise, but is also known because she was the first female in the audiovisual industry to earn the CTS certification. She started in the industry in 1995 as a sales support specialist at Extron Electronics where she managed all GSA sales to the U.S. as well as sales and training to the Northeast region. Since 2002, she has worked for large integration companies as a CAD Engineer developing system design package standards. Before becoming a CAD Engineer, she performed functions in systems integration such as Systems Integration Coordinator and Service Dept. Coordinator. Because Randi had knowledge in audiovisual systems before learning AutoCad, it gives her a unique advantage in being able to understand projects thoroughly. Because of this advantage, Randi can create drawing packages from as little as a list of equipment.



PROJECT TEAM: ENGINEERING

JAY P. SCHELLIN, Sales Engineer, DMC-D-4K, CTI-CTF, CTI-P301, CTI-FUSION-P, CCI-CCT

Jay has over 10 years in the audiovisual industry. Jay started his career in the AV industry as an installer, working his way up to become a field engineer and programmer. Jay has an AA degree in biological and physical sciences and mathematics and has experience programming for Crestron, AMX, Biamp, Q-SYS, Shure and more. Jay approaches every project with an upbeat attitude and has experience working on projects ranging from corporate, to military to city council chambers. While working at Western Audio Visual & Security, several customers have reached out to Jay's managers to compliment Jay's responsive and professional nature. Jay was also responsible for upgrading the NATO Response capabilities of Northrop Grumman, the Emergency Operation Center for the City of Orange Police Department, John Wayne Airport, and the City of Murrieta. Jay has also worked heavily on council chamber programming and commissioning including 35+ city and county chambers some of which are: County of San Bernardino, City of Ventura, City of Chula Vista, City of Temecula, City of Orange and more.

EDGAR CARRILLO, Design Engineer, DMC-4K-E, Biamp Tesira, QSC, NVX-N, Extron

Edgar has over eight years of experience in the audiovisual industry. Edgar started his career in the audiovisual industry as a technician at Western Audio Visual & Security and has performed multiple roles since his start. Edgar has experience in the roles of Project Superintendent, Service Technician, Closer, Field Engineer and, to his current position, as a Design Engineer. Edgar has a BS degree in Mechatronic Engineering and holds certifications with Crestron, Biamp, QSC-SYS, NVX and Extron. Edgar brings a hardworking persistence and attention to detail to every project he works on due to his experience working in multiple facets of the AV industry. Edgar has worked on many high-profile projects throughout his career with Western Audio Visual & Security, including several council chamber projects. Some projects to note include: Fandango, New York Life, San Bernardino Valley Municipal Water District, City of Goleta, City of Temecula, Claremont McKenna College, and more.

GEO CORONA, Programmer, CTS, CTI-P 201, DMC-T, DMC-D, DMC-E

Geo has 18 years of experience in the audiovisual industry. Geo began his career in the audiovisual industry while working 13 years in residential AV where he then transitioned into commercial AV. Prior to coming to Western Audio Visual & Security, Geo worked for two years as the lead installer and foreman for U.S. embassy projects. After working in installation for many years, Geo worked his way up into programming and technician work. Geo has multiple certifications including: a CTS, CTI-P 201 and smart graphics certifications, DMC-T, DMC-D, and DMC-E for digital media, and is an Extron Control Specialist.



PROJECT TEAM: PROJECT MANAGEMENT

SHELBY TOAL, Senior Project Manager, PMP, DMC-D

Shelby has over 25 years of experience in the audiovisual industry. He started his career at MCSi and has worked for a couple other large integration companies before arriving at Western Audio Visual & Security in 2010. He is Western's Senior Project Manager designated as the training coordinator for all new hires. Before joining the audiovisual industry, Shelby was a Sergeant in the Marine Corps for six years. His experience covers a full range of projects starting with simple systems and then, in the past 10 years, spent fully on large-scale projects. Some of these projects include: Herbalife - LA Live (\$1.5 million), Taco Bell (\$1 million), UCLA Medical Center, USC Medical Center, Mayo Hospital, City of Hope, UC Irvine, Claremont McKenna College and Intuit.

GARRETT SMITH, Project Manager

Garrett has over three years of experience in the audiovisual industry. Garrett started his career at Western Audio Visual & Security as an installation technician, while attending college at Concordia University, Irvine. After graduating from Concordia University with a Bachelor's degree in Communication, Garrett returned to Western Audio Visual & Security to work full time, and has worked his way up into a Project Manager position. Prior to Garrett arriving at Western Audio Visual & Security, he was a Corporal in the Marine Corps for four years. During his service, he provided logistics and operational planning for electrical systems. He has worked on many high-profile projects ranging from corporate to education including: Cal State Fullerton, AZTEC Engineering, EA Sports, Arizona Sports Foundation and more.



PROJECT TEAM: SERVICE

KEVIN MAHKORN, **Service Manager**, DMC-D

Kevin has over 17 years of experience in the audiovisual industry. Kevin started in the industry in 2007 working as a Project Coordinator. He worked directly with the project management and engineering teams on all new and existing projects. His attention to detail, knowledge of installation requirements in the field and coordination with end users made Kevin an integral part of the technical services department. In 2009, Kevin was promoted to Service Manager where he was tasked with building and maintaining a fully functioning service department - something he has done nothing but excel and exceed expectations with. Kevin has received great praise from clients and colleges due to his constant and outstanding customer service and support. He has a loyal following of customers and is recognized by many of our industry suppliers as the top in his field. Suppliers continue to steer their service business Kevin's way since it has had such a positive effect on their business. Kevin has worked on many high-profile projects such as: Taco Bell corporate headquarters, Herbalife LA Live, Metlife, WATG, Intuit, Children's Hospital Los Angeles, Citrus College, Cerritos College and Bank of America.

KEITH HOWARD, **Senior Service Technician Programmer**, CTS, DMC-D, DMC-E, DMC-T, BE2, QSC, Q-SYS Certified

Keith has over 24 years of experience in the audiovisual industry. Keith started in the audiovisual industry in 1999 as an Applications Engineer for Samsung Electronics. In 2008, he moved to Crestron Electronics where he worked as an Instructor for Certified Programming and DigitalMedia Certifications. He joined Western Audio Visual & Security in 2015 as a Senior Service Technician. Keith holds multiple certifications including certifications for Crestron Programming, Crestron DigitalMedia, QSC, Q-SYS and DSP Product Line. Keith's vast audiovisual knowledge and experience make him a valuable asset in the field for, not only our service department, but for our integration department as well. Having Keith on our team gives us an advantage because we have the flexibility to make programming changes immediately rather than having our client wait for a programmer to be available.

RAY STEVENS, **Service Technician**, DMC-D, BE2

Ray has over 25 years of experience in the audiovisual industry. Ray started in the audiovisual industry in 1998 as an engineering assistant. He has performed many job functions over the past 18 years including Installation Technician, Service Coordinator, Inside Sales and Project Management. Ray holds certifications for Crestron Programming, Crestron DMC-D, Hilti and OSHA. Some of his clients include: Intuit, American Career College, Citrus College, Children's Hospital of Los Angeles and Irvine Ranch Water District.



PROJECT TEAM: SECURITY

JEREMY DAVIS, *Director of Security, PSP, ACQ, ACE*

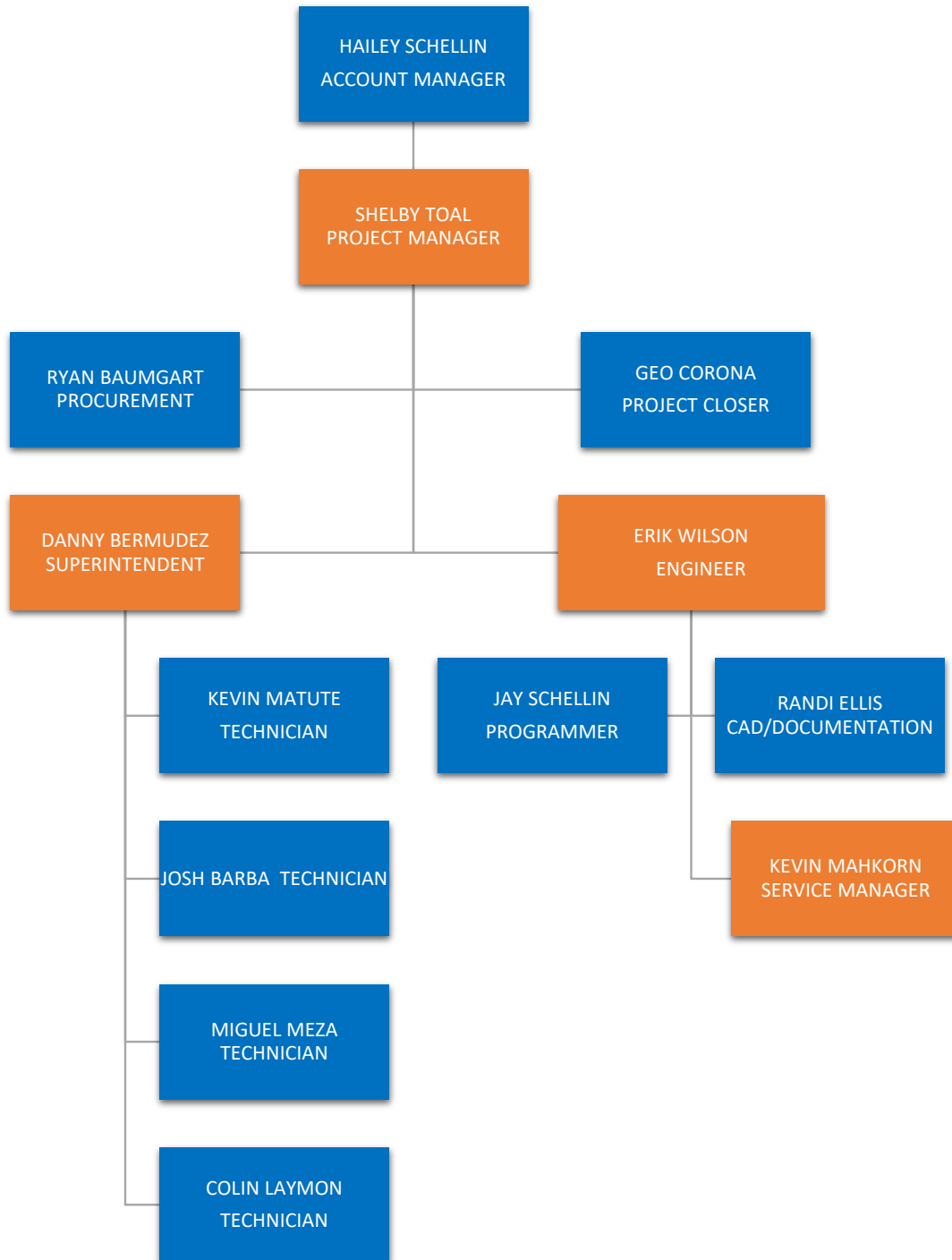
Jeremy has over 20 years of experience in the Security Integration business. During that time, he has assisted some of the area's largest businesses in securing their facilities from both internal and external threats. As part of a design-build firm, he learned early on the importance of attention to detail, properly aligning client expectations, and the importance of excellent customer service. His approach to the physical security needs of his clients is that of a partner, and not simply an installation contractor. Jeremy has developed a client-centric, service-based approach, ensuring clients' needs are continuously met long after the initial sale. With the ever-changing technology in the security industry, he has remained committed to professional growth and technical knowledge through manufacturer certifications and proficiency on industry best practices. Since joining Western Audio Visual & Security, Jeremy has continued to apply a client-focused, service-oriented approach to identifying and meeting all of our clients' security needs.

JESSE MARTINEZ, *Security Operation Manager*

Jesse has over 19 years of experience in the audiovisual and electrical business. He has been working in the low voltage industry since 2005. He started out in structured cabling, pulling wire and building out server rooms for large companies like Western Digital, UCLA, Monster and Gensler. In 2009, Jesse moved to the audiovisual department installing TVs, ceiling speakers, wireless microphones, video conferencing, media walls and building out AV racks in residential and commercial properties. Jesse jumped into the security sector headfirst in 2011 and has been passionate about it ever since. He has worked in many different environments including hospitals, hotels, commercial high-rise buildings, residential high-rise buildings, government buildings, television production companies, retail stores and banks. He has experience in installation, on-field engineering, project management, programming and customer service skills. Jesse believes the customer should get a clean, professional installation and is always looking to close each project with 100% satisfaction.



City of Gardena Proposed Project Team





Proposed Approach

Our approach starts with hiring the most qualified people. Your [Project Manager](#), Shelby Toal, is one of only two in Southern California that has the prestigious PMP Certification. He is also a 20-year veteran of the Audio Visual Industry. Our [Lead Design Engineer](#), Erik Wilson, has the most proven experience with Boardroom and Council Chamber projects, and their correlating overflow spaces. Western A/V & Security (WAVS) has become very familiar and understands that each Municipality project has unique needs. Erik has become recognized as the “go to” Engineer for Consultants and Suppliers in the niche world of Council Chamber style projects. His vast knowledge of the Signal Distribution Systems and Broadcast Systems are what set his skills apart.

In the design/build approach, our Sales Team (Rep. & Engineer) will sit down with the client to develop the clients’ wants and needs for each space. Once this is complete, our team develops a bill of materials and scope of work for each space. This is reviewed with the client to ensure that it meets all the requirements for the project. This applies to your project as well.

We start off all projects with a Kick-off meeting to ensure that all parties have reviewed the scope of work together. The better the [Scope of Work](#), the better the project is executed. At this meeting we will provide the client with one point of contact at our company. Once a fully executed copy of a contract or a PO is delivered to WAVS, Shelby Toal will be the main point of contact for The City of Gardena. We like to provide our client with one point of contact to ensure that communication will flow at a swift pace.

Our team follows the steps in our System Milestone Schedule to ensure nothing is forgotten or left behind. Depending on the project needs, our Project Manager will be on-site to provide daily or weekly updates on the project.

Once we have completed the implementation and testing, there is another critical piece which is the training. Over the years we have found out that the best [Training](#) comes from the Engineer who worked with the client to design the system and implement the system. It eliminates all the questions of “Why” since both parties were part of the design, changes, deletions, adds, etc.

Orange – Los Angeles County

1592 North Batavia Street, Suite 2
Orange, CA 92867
Phone#: (714) 637-7272
Fax#: (714) 637-7330

San Diego County

445 Marine View Drive, Suite 300
Del Mar, CA 92014
Phone#: (760) 438-1200
Fax#: (760) 438-0066

Arizona

4636 E. Elwood, Suite 12
Phoenix, AZ 85040
Phone#: (602) 675-5575
Support#: (602) 767-6747



Personnel Staffing Plan

When it comes to Municipality projects, our Project Manager (PMP), Shelby Toal, will put his best men forward on the job. Due to our experience and extensive resume in Municipality projects, WAVS understands the urgency and niche quality to these systems. Our Engineers & technicians truly enjoy working on Municipality projects, since we have become the experts in these systems.

If there is a change in management on the project, WAVS would contact The City of Gardena directly to let them know. We differ from other companies in the fact that we have two Project Managers that are aware of all ongoing projects.

Project Controls

Our 30 years of experience working with Cities, Counties, and Municipalities has given our company a competitive edge in this niche market. Our company has found that one major key in controlling our project costs for these projects starts with a **well-defined scope of work**. We then have our Project Manager review that well-defined scope of work with the client in the kick-off meeting.

Our team utilizes real-time information on our server. So, if any changes are made on our Bill of Materials, Schedule, Drawings, Programming, Engineering, etc, everyone can see the exact changes in real time. **The Project Management Software** also alerts the team of these changes once they have occurred.

Our warehouse manager also updates the system with equipment and shipping updates, so our field supervisors have **real-time status** on every item in the system.

Our field team utilizes **TAG Software**, which helps provide daily tracking of progress on all areas of the project including off-site & on-site installation, drawings, and engineering. We can show you this software in an interview.

In regards to accurate and timely invoices, our Project Managers review and approve of all Billings before they are sent out, Tuesdays or Fridays.

All of our real-time information systems can be demonstrated or discussed in more thorough detail during an interview.

Orange – Los Angeles County

1592 North Batavia Street, Suite 2
Orange, CA 92867
Phone#: (714) 637-7272
Fax#: (714) 637-7330

San Diego County

445 Marine View Drive, Suite 300
Del Mar, CA 92014
Phone#: (760) 438-1200
Fax#: (760) 438-0066

Arizona

4636 E. Elwood, Suite 12
Phoenix, AZ 85040
Phone#: (602) 675-5575
Support#: (602) 767-6747



In-Shop Assembly and Fabrication

Once a technician is hired at WAVS, the first thing they learn about is the importance of our in-shop assembly process. In fact, WAVS has a room dedicated to in-shop assembly. In this room, our technicians will build and wire racks prior to coming on-site. In addition, they can load and test code before bringing the racks and equipment on-site. This process is crucial and ensures that the on-site installation will go much smoother. Our technicians have a list of tests to perform before they can bring a rack to the jobsite. The Lead Technician will verify that his team has performed all of those tests required.

Our Project Managers hold monthly and private meetings with each one of our technicians. In these meetings, they can be randomly tested on WAVS in-shop assembly process. At that time, they will also inform the Project Managers of any specific areas where they hope to improve. These private monthly meetings give our Project Managers insight into each Technician's individual strengths. Based on those individual strengths, he will put them in specific courses to receive accreditations & certifications in that specific field of knowledge.

Testing & Acceptance

Aside from all the good preparation needed on the front-end, one of the most critical elements will be testing.

Our technicians utilize a quality control checklist, to ensure that all new items of the system are working properly. Please see this checklist [attached](#). The Lead Technician will always verify that his team has completed each item on their checklist.

In addition, our Project Manager will perform multiply quality audits throughout the installation of this project. Please see the quality audit form [attached](#).

Upon final project walk through, the PM (Project Manager) or PE (Project Engineer) will provide final sign off on the quality control checklist.

Once the installation and testing phases are complete, training will be scheduled.

Orange – Los Angeles County

1592 North Batavia Street, Suite 2
Orange, CA 92867
Phone#: (714) 637-7272
Fax#: (714) 637-7330

San Diego County

445 Marine View Drive, Suite 300
Del Mar, CA 92014
Phone#: (760) 438-1200
Fax#: (760) 438-0066

Arizona

4636 E. Elwood, Suite 12
Phoenix, AZ 85040
Phone#: (602) 675-5575
Support#: (602) 767-6747

QUALITY AUDIT

Project Title: _____ **Date Prepared:** _____

Project Auditor: _____ **Audit Date:** _____

Area Audited

<input type="checkbox"/> Project	<input type="checkbox"/> Project processes	<input type="checkbox"/> Project documents
<input type="checkbox"/> Product	<input type="checkbox"/> Product documents	<input type="checkbox"/> Product requirements
<input type="checkbox"/> Approved change implementation	<input type="checkbox"/> Corrective or preventive action implementation	<input type="checkbox"/> Defect/deficiency repair
<input type="checkbox"/> Quality Management Plan	<input type="checkbox"/> Organizational policies	<input type="checkbox"/> Organizational procedures

Good Practices to Share

--

Areas for Improvement

--

--

QUALITY AUDIT

Deficiencies or Defects

ID	Defect	Action	Responsible Party	Due Date

Comments

--

WAV Quality Control Checklist

<u>Wiring & Terminations</u>			
	<u>Pass / Fail</u>	<u>Lead Tech Initials</u>	<u>PM/PE Initials</u>
- All video connections tested & functional			
- All audio connections tested & functional			
- All control connections tested & functional			
- All Digital Media cabling tested & functional			
- All data connections tested & functional			
- Heat shrink used on cabling (where applicable)			
- All wiring snake-skinned and zip tied			
- Cables/terminations labeled correctly			
<u>Describe any issues below:</u>			
<u>Testing (Manual Routing, Keypads or Remotes)</u>			
	<u>Pass / Fail</u>	<u>Lead Tech Initials</u>	<u>PM/PE Initials</u>
Presentation Sources:			
- Dedicated PC			
- Laptop Interface 1			
- Laptop Interface 2			
- Additional Laptop Interfaces?			
- DVD / VHS			
- CATV or Satellite TV			
- DVR and audio recorder (recording VTC or local presentation)			
- Other			
- Other			
<u>Describe any issues below:</u>			

<u>Microphones:</u>			
	<u>Pass / Fail</u>	<u>Lead Tech Initials</u>	<u>PM/PE Initials</u>
- Test each individual table microphone.			
- Test presenter microphones (i.e. wireless lav / handheld)			
<u>Describe any issues below:</u>			
<u>Audio Conferencing:</u>			
	<u>Pass / Fail</u>	<u>Lead Tech Initials</u>	<u>PM/PE Initials</u>
- Make a point-to-point audio call.			
- Test conference call (minimum of 3 parties on the conference)			
<u>Describe any issues below:</u>			
<u>Video Conferencing:</u>			
	<u>Pass / Fail</u>	<u>Lead Tech Initials</u>	<u>PM/PE Initials</u>
- Make a point-to-point video call.			
- Make a multi-point video call (minimum of 3 video sites)			
- Send VGA/content sharing			
<u>Describe any issues below:</u>			

<u>Workmanship:</u>			
	<u>Pass / Fail</u>	<u>Lead Tech Initials</u>	<u>PM/PE Intials</u>
- All A/V cabling tied up & off ceiling grid			
- Speaker grills all facing same direction			
- Ceiling tiles not damaged from installation			
- Remove ALL trash from the jobsite			
- Wipe down <u>ALL</u> displays & equipment (no fingerprints)			
- No drywall dust or ceiling debris left in room (carpet, countertops, etc.)			
- No scratches inside of credenza's due to racks being pulled in/out			
- Projectors properly aligned on projection screen (top/bottom & side/side)			
- Displays mounted correctly and level.			
- No scratches on table due to table box, Mic installation, etc.			
- Wall plates, keypad, etc. installed straight, tight, and with no viewable drywall damage			
- No fingerprints on walls surrounding displays / AV equipment			
- Pass through plates used behind displays / credenzas / anywhere cables come through a wall			
- Rack neatly wired & labeled correctly			
- Is the credenza hot?			
- Blank Plates installed in empty spaces			
- AAV ID Plate placed on racks			
- Manuals, warranties, etc. brought to AAV for Closeout process			
-Line drawings left with on-site in equipment rack for Engineer			
- Remotes, etc. (batteries, spare VGA cables) passed to client (note name and location)			
- Leave any proprietary tools/parts onsite (security screw drivers, ect.)			
<u>Describe any issues below:</u>			

ATTACHMENT “A”- BID PROPOSAL (BP)

**COUNCIL CHAMBERS VISUAL AUDIO
UPGRADE DESIGN/BUILD PROJECT**

PROJECT NO. JN 536

Contractor: Western A/V & Security
Address: 1592 N Batavia #2, Orange CA, 92867
Phone: 714-637-7272
Fax: N/A
License No.: C-7: 871609
D.I.R. No. 1000008082
Email: Haileys@wav1.com

To Be Submitted

WITH

Bid Package

BID PROPOSAL

PROJECT NO. JN 536

REVISED BID SCHEDULE, AUGUST 7, 2023

The undersigned, having examined the proposed Contract Documents titled:

COUNCIL CHAMBERS AUDIO VISUAL UPGRADE DESIGN/BUILD PROJECT NO. JN 536

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents and itemized bid schedule below. All work shall be completed within **(25) Calendar Days** from the date the Notice of Proceed is issued by the Engineer.

Item No.	Item Description	Unit	Approx. Quantity	Unit Price in Figures	Item Total
BASE BID					
1	Design/Build City Council Chambers Audio Visual Upgrade per Specifications/RFP	L.S.	1	\$ 79,167.40	\$ 79,167.40
ADDITIVE ALTERNATE BID					
1	One-year Extended Warranty (In addition to one-year Faithful Performance Bond/Basic Warranty)	L.S.	1	\$ 2,721.00	\$ 2,721.00

Note: BID award includes Additive Alternate. The City reserves the right to remove alternate from the work.

TOTAL CONTRACT BID (BASE + ADDITIVE ALTERNATE BID):

(Figures) \$ 81,888.40

(Words) Eighty One Thousand, Eight Hundred Eighty Eight Dollars and Forty Cents.

*** In case of error in extension of price into the total price column, the unit price will govern.**

All work required and shown on the construction plans and this specification for which no price or item is listed on this proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance or direct payment of any kind. Payment for performing such work or furnishing such

BID SCHEDULE (Continued)

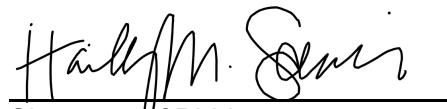
equipment, labor, tools and materials shall be included in the above lump sum or unit bid prices and no additional compensation will be paid therefor.

If the City determines that any of the unit bid prices are significantly unbalanced to the potential detriment of the City, the bid will be replaced as non-responsive.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of 10% of the amount Bid Dollar
s, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Sections 20172 and 20174, it is agreed a portion equal to the difference between the low bid and second low bid shall be retained as a bid bond forfeiture by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Hailey Schellin - Account Executive at Western A/V
Name of Bidder


Signature of Bidder

Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Western A/V, A Corporation
1592 N. Batavia Street, Suite 2
Orange, CA 92867

Bid Bond Number: CSBA-24697

SURETY:*(Name, legal status and principal place of business)*

Markel Insurance Company
3131 Camino del Rio N., Suite 1450
San Diego, CA 92108

OWNER:*(Name, legal status and address)*

City of Gardena
1717 W. 162nd Street
Gardena, CA 90247

This document has important legal consequences.
Consultation with
An attorney is encouraged with respect to its
completion or modification.
Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
Plural where applicable.

BOND AMOUNT: Ten Percent (10%) of the Amount Bid**PROJECT:** Council Chambers Audio Visual Upgrade Design/Build, Project No. JN 536

Project Number, if any: JN 536

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

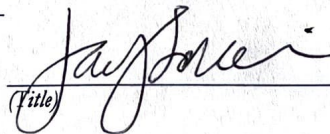
Signed and sealed this 10th day of August, 2023


(Witness) SHIRLEY IMA

Western A/V, A Corporation


(Principal)

(Seal)


(Title)

Markel Insurance Company

(Surety)


(Witness) Melissa Ann Vaccaro


(Title) Shaunna Rozelle Ostrom, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

On 08/10/2023 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R. Nappi, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 4th day of January, 2023.

SureTec Insurance Company

By: Michael C. Keimig
Michael C. Keimig, President



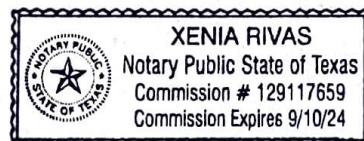
Markel Insurance Company

By: Lindsey Jennings
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 4th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: Xenia Rivas
Xenia Rivas, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 10th day of August, 2023.

SureTec Insurance Company

By: M. Brent Beatty
M. Brent Beatty, Assistant Secretary



Markel Insurance Company

By: Andrew Marquis
Andrew Marquis, Assistant Secretary

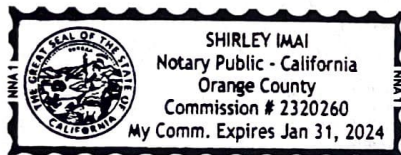
CALIFORNIA ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange }On August 12, 2023 before me, Shirley Imai, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Jay Schellh
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

BID PROPSOAL

PROJECT NO. JN 536


ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by number and date each addendum received.

Addendum No. 1 Date 8/7/2023 Addendum No. Date
Addendum No. Date Addendum No. Date
Addendum No. Date Addendum No. Date

Addenda will be issued only through e-mail. **An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.**

If an addendum or addenda has been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.



Bidder's Signature

8/11/2023

Date

BID PROPOSAL

PROJECT NO. JN 536

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

Hailey Schellin being first duly sworn, deposes and says that he or she is Account Executive of Western A/V the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

Western A/V
NAME OF BIDDER

Hailey M. Schellin
SIGNATURE OF BIDDER

1592 N. Batavia St, Suite 2
ADDRESS OF BIDDER

Orange CA 92867
CITY STATE ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

BID PROPOSAL

PROJECT NO. JN 536

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On August 12, 2023 before me,

SHIRLEY IMAI, Notary Public
Here Insert Name and Title of the Officer

personally appeared

HAILEY SCHAUD
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

DECLARATION OF ELIGIBILITY TO CONTRACT

[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The undersigned contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.”

“(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and has determined that none of them are ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 11th day of August, 2023, at Orange
California, CA (place of execution).

Signature: Hailey M. Schellin Name: Hailey Schellin

Title: Account Executive Company: Western A/V & Security

BID PROPOSAL

PROJECT NO. JN 536

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.

Portion of Work %	Subcontractor's Name & Address	Type of Work	State License Number	Class	D.I.R. Number
	N/A				

Not more than ____%.

BID PROPOSAL

PROJECT NO. JN 536

CONSTRUCTION PROJECT REFERENCE

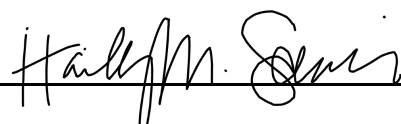
In order to more fully evaluate your background and experience for the project herein proposed, please submit a list of Public Works and/or similar construction projects completed or in progress within the last three (3) years. Failure to provide this information may constitute grounds for rejection of your bid as non-responsive.

Number of years as a contractor in construction work of this type: 18

Three projects of this type recently completed:

1. Name (Firm/Agency): City of Banning
Address: 789 N San Geronio Ave, Banning, CA 92220
Contact Person: John Garside Telephone No.: 951-922-3195
Title of Project: Council Chamber A/V Upgrade
Project Location: City of Banning Council Chambers
Date of Completion: February 2021 Contract Amount: \$ 209,000
2. Name (Firm/Agency): City of Barstow
Address: 220 E Mountain View St A, Barstow, CA 92311
Contact Person: Tara Becerra Telephone No.: 760-255-5127
Title of Project: Council Chamber, Broadcast Control Room & Conference Rooms
Project Location: City of Barstow City Hall
Date of Completion: May 2021 Contract Amount: \$ 226,000
3. Name (Firm/Agency): San Bernardino Valley Municipal Water District
Address: 380 E Vanderbilt Way, San Bernardino, CA 92408
Contact Person: Melissa Zoba Telephone No.: 909-307-9228
Title of Project: Boardroom A/V Upgrade
Project Location: San Bernardino Valley Municipal Water District Boardroom
Date of Completion: April 2021 Contract Amount: \$ 177,000

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature 

BID PROPOSAL

PROJECT NO. JN 536

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

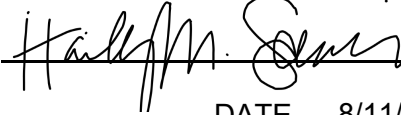
We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM Western A/V & Security

TITLE OF PERSON SIGNING Account Executive

SIGNATURE



DATE 8/11/2023

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

WAVS is recognized as an equal opportunity employer. Please note, WAVS is female owned
and has open hiring practices.

BID PROPOSAL


PROJECT NO. JN 536

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 5-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:  Name: Hailey Schellin

Title: Account Executive Company: Western A/V

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS**
(Continued)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
Camera System						
	4	Lumens	VC-A61PB	30x Optical Zoom 4K, IP PTZ Video Camera; Black	\$ 1,767.00	\$ 7,068.00
	4	Lumens	VC-WM12B	Wall Mount for PTZ Video Cameras, Black	\$ 130.00	\$ 520.00
	1	Lumens	VS-KB30	IP Camera Controller with Joystick	\$ 1,115.00	\$ 1,115.00
Production System						
	1	Blackmagic Design	SWATEMTVSTA/HD08	ATEM Television Studio HD8	\$ 2,897.00	\$ 2,897.00
	2	Blackmagic Design	CONVMUDCSTD/HD	Mini Converter UpDownCross HD (Presentation Feed to Switcher, SDI to HDMI for Streaming Feed)	\$ 154.00	\$ 308.00
	1	Blackmagic Design	CONVMSDIDA4K	Mini Converter SDI Distribution 4K	\$ 305.00	\$ 305.00
	1	Samsung	QB43B	43IN COMMERCIAL 4K UHD LED LCD DISPLAY 350 NIT (Multiview)	\$ 724.00	\$ 724.00
	1	Chief	MTM1U	Medium Fusion® Micro-Adjustable Tilt Wall Mount	\$ 152.00	\$ 152.00
	1	FeelWorld	D71	Dual 7" 3 RU Rackmount 3G-SDI/HDMI LCD Monitor	\$ 587.00	\$ 587.00
	1	Netgear	GS516UP-100NAS	Ethernet Switch - 16 Ports - 2 Layer Supported - 456.80 W Power Consumption - 380 W PoE Budget	\$ 351.00	\$ 351.00
Owner Furnished PC and Adobe Photoshop Required for Lower Thirds Creations						
Camera Upgrade Equipment Sub-Total:					\$	14,027.00
Miscellaneous Materials						
					Cable & Connectors	\$ 968.00
					Installation Hardware & Accessories	\$ 323.00
					Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	\$ -
					Miscellaneous Materials Sub-Total	\$ 1,291.00
Integration Labor						
					Engineering & Drafting	\$ 3,212.00
					Control Programming	\$ -
					Project Management	\$ 958.00
					Staging & Assembly	\$ 212.00
					Installation & Testing	\$ 5,747.00
					Training, Closing, & Commissioning	\$ 1,916.00
					Travel	\$ -
					Sub-Contract	\$ -
					G & A	\$ 193.00
					Integration Labor Sub-Total	\$ 12,238.00
Extended Warranty & Maintenance Agreement						
					Years	Price
					Extended Service Plan	1 \$ 1,074.52
					Service Sub-Total	\$ 1,074.52
Camera Upgrade Totals						
					Total Equipment	\$ 15,318.00
					Total Labor	\$ 12,238.00
					Equipment and Labor Subtotal	\$ 27,556.00
					Total Shipping	\$ 460.00
					Additional Shipping for Overnight or Large Items	\$ -
					Subtotal	\$ 28,016.00
					Sales Tax	10.25% \$ 1,617.25
					Electronic Waste Fee 4" - 14" (\$4.00)	QTY: 2 8.00
					Electronic Waste Fee 15" - 34" (\$5.00)	QTY: 0 -
					Electronic Waste Fee 35" and Greater (\$6.00)	QTY: 1 6.00
					Electronic Waste Fee Total	\$ 14.00
					Total Service Agreement	\$ 1,074.52
					Bond (if required)	\$ 685.50
						\$ 31,407.27

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
Audio System						
	1	Shure	MX424/C	24" Gooseneck Microphone, Cardioid (Podium)	\$	194.00
	12	Shure	MX418D/C	18" Desktop Gooseneck Microphone with Logic Buttons, Cardioid	\$	260.00
	1	Biamp	TesiraFORTÉ AVB VT	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB	\$	2,631.00
	1	Biamp	TesiraFORTÉ AVB CI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB	\$	2,452.00
	1	Biamp	TesiraCONNECT TC-5D	5-port expansion device with AVB to Dante Bridging	\$	1,078.00
	1	Biamp	Tesira EX-UBT	PoE AVB/USB expander with Bluetooth® wireless technology	\$	461.00
	8	Biamp	DX-IC6-W	6.5" High Efficiency Coaxial In-Ceiling Loudspeaker w/ HF compression driver. 8 Ohm or 70V/100V operation, white	\$	158.00
	2	Biamp	AMP-A460H	4 channel, 60W half-rack amplifier with mounting bracket	\$	593.00
	1	Biamp	Canvas	Custom control software for Tesira systems (Included in DSP Programming)		No Charge
	2	Biamp	Tesira EX-LOGIC	PoE controller with 16 logic GPIO (Mute Control of ALL Desktop Mics from Canvas Interface)	\$	420.00
	1	Clock Audio	TS003	Touch sensitive switch and RGB Halo ring combination designed for remote switching from DSP (Mayor Master Mute Button)	\$	142.00
	5	RDL	DB-PSP1	Decora-Style Active Loudspeaker - Black - User Level Adjust (Dais Positions)	\$	209.00
	5	RDL	PS-24AS	24 Vdc Switching Power Supply, North American AC Plug, 500 mA, dc Plug	\$	27.00
	5	RDL	DC-1B	Desktop Enclosures, black	\$	61.00
	1	Listen Technologies	LS-58-216	iDSP Advanced Level III Stationary RF System (216 MHz)	\$	1,995.00
	1	Panelcrafters	Custom	Output Plate for Rack	\$	136.00
	1	Kramer	VM-50AN	1:5 Balanced & Unbalanced Stereo Audio Distribution Amplifier	\$	201.00
	1	Kramer	RK-1	Rack Mount Kit	\$	63.00
Audio Upgrade Equipment Sub-Total:					\$	17,248.00
Miscellaneous Materials						
				Cable & Connectors	\$	1,094.00
				Installation Hardware & Accessories	\$	199.00
				Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	\$	157.00
Miscellaneous Materials Sub-Total:					\$	1,450.00
Integration Labor						
				Engineering & Drafting	\$	2,677.00
				Control Programming	\$	-
				Project Management	\$	1,437.00
				Staging & Assembly	\$	212.00
				Installation & Testing	\$	15,324.00
				Training, Closing, & Commissioning	\$	4,310.00
				Travel	\$	-
				Sub-Contract	\$	-
				G & A	\$	234.00
Integration Labor Sub-Total:					\$	24,194.00
Extended Warranty & Maintenance Agreement						
				Years		Price
				Extended Service Plan	1	\$ 1,646.48
Service Sub-Total:					\$	1,646.48
Audio Upgrade Totals						
				Total Equipment	\$	18,698.00
				Total Labor	\$	24,194.00
				Equipment and Labor Subtotal	\$	42,892.00
				Total Shipping	\$	562.00
				Additional Shipping for Overnight or Large Items	\$	-
				Subtotal	\$	43,454.00
				Sales Tax	10.25%	1,974.15
				Electronic Waste Fee 4" - 14" (\$4.00)	QTY: 0	-
				Electronic Waste Fee 15" - 34" (\$5.00)	QTY: 0	-
				Electronic Waste Fee 35" and Greater (\$6.00)	QTY: 0	-
				Electronic Waste Fee Total	\$	-
				Total Service Agreement	\$	1,646.48
				Bond (if required)	\$	685.50
					\$	47,760.13



Client City of Gardena
Project Name Council Chamber Camera Upgrade

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Date 8/12/2023

Project Contact

Contact Allan Rigg
Address 1700 West 162nd Street,
City, State, Zip Gardena, CA 90247
Phone 310.217.9571
Mobile
Email ARigg@cityofgardena.org

Audio Visual Investment Summary

Room	Room Qty	Equipment	Shipping	Sales Tax	eWaste	Labor	Maintenance (1 Year)	Bond	Cost Per Room	TOTAL
Camera Upgrade	1	\$ 15,318.00	\$ 460.00	\$ 1,617.25	\$ 14.00	\$ 12,238.00	\$ 1,074.52	\$ 685.50	\$ 31,407.27	\$ 31,407.27
Audio Upgrade	1	\$ 18,698.00	\$ 562.00	\$ 1,974.15	\$ -	\$ 24,194.00	\$ 1,646.48	\$ 685.50	\$ 47,760.13	\$ 47,760.13
Base Project Total										\$ 79,167.40

EXTENDED WARRANTY & MAINTENANCE RENEWAL SCHEDULE

STANDARD RENEWAL RATE \$2,721.00

Year 1					
(Included)					
Rate	Year 2	Year 3	Year 4	Year 5	
\$2,721.00	\$2,721.00	\$2,721.00	\$2,721.00	\$2,721.00	\$2,721.00

PROJECT TOTAL: \$79,167.40

NOTES:

This proposal includes prevailing wage rates.

Billing Terms:

100% Equipment Upon Order, Progress Billing for Labor

Client Authorized Signature

Printed Name & Title

Date

This quote is valid for 30 days. The sales tax is subject to change—in the event of an increase, the client agrees to pay the current sales tax rate. This proposal is not to be copied, reproduced or forward to any third party as its contents are the property of Western Audio Visual.

Billing Inquiries:

Western Audio Visual | 1592 North Batavia Street, Suite 2, Orange, CA 92867 | P 714 637 7272

City of Banning

Council Chamber

Project Highlights:

- Christie DLP Projector
- Sharp 90" Display
- Custom Programmed Voting System
- Crestron NVX System
- Draper Fixed Grey Projection Screen (72.5" x 116")
- Blackmagic WebPresenter



Project Summary:

The City of Banning sole-sourced Western Audio Visual & Security for the design build of the Council Chamber audio-visual system and broadcast control room.

Western AVS installed a Christie DLP Projector, a Draper fixed grey projection screen, and a Sharp 90" Display in the Council Chamber for audience viewing. Each seat at the dais is equipped with a 21.5" LED monitor, a gooseneck microphone, a touch capable & color indicating mute switch, a decora style loudspeaker, and a button panel used for the custom programmed voting system.

The entire audio-visual system is managed and controlled using a Crestron state of the art and industry leading NVX AV over IP technology. Western AVS integrated a Blackmagic WebPresenter to accommodate all web-conferencing needs, as well as live streaming needs for the City of Banning.

Four (4) Panasonic PTZ HD cameras were installed within the Council Chamber, which are used to send a live feed to their PEG provider, any live streams, or through the web-conferencing platform. Western AVS provided and installed a Compix ConverG1 HD standalone broadcast graphics system, which can be used for all lower-thirds graphic needs.

The City of Banning purchased a one-year service and preventative maintenance contract with Western AVS.



Completion Date:

February 2021

Contract Amount:

\$209,000

Designed by:

Western AVS

Reference: John Garside

Phone: 951-922-3195

Email: jgarside@banningca.gov

City of Barstow

Council Chamber, Broadcast Control Room & Conference Rooms



Project Highlights:

- 65"-75" Samsung Displays
- 22" Planar Displays
- Aver PTZ Cameras
- Shure Microphones
- 5" Crestron Touch Panels
- Blackmagic Broadcast Switcher with Multi-View Monitor
- Tightrope System



Project Summary:

The City of Barstow sole-sourced Western Audio Visual & Security for the design build project for their council chamber, broadcast control room, and closed-session conference room.

Western AVS installed two 65" Samsung displays in the council chamber, and another in the foyer for overflow purposes. In addition, Western AVS installed fifteen 22" Planar displays at the dais, fourteen 5" Crestron touch-panels that are used for the custom-programmed voting system, as well as request to speak. Each dais position also received a new gooseneck microphone and decora-style loudspeaker.

Four PTZ cameras were installed in the council chamber and one in the foyer. The cameras were configured to be able to route to the PEG channel, recording, streaming and a USB bridge for soft-codec video conferencing.

In the broadcast control room, Western AVS installed a new M/E broadcast switcher with a multi-view monitor, and a camera controller to control the five cameras in the council chamber and foyer. A new Tightrope system was installed to manage and schedule the content sent to their peg channel, and any streaming services.

The conference room was outfitted with dual 75" displays, two tabletop microphones, four ceiling speakers, and a PTZ camera, all to provide soft-codec video conferencing capability from a city-provided room PC.

The City of Barstow also purchased a one year service and preventative maintenance agreement from Western AVS.

Completion Date:

May 2021

Contract Amount:

\$226,000

Designed by:

Western AVS

Reference: Tara Becerra

Phone: 760-255-5127

Email: tbecerra@barstowca.org



San Bernardino Valley Municipal Water District

San Bernardino, CA



Project Highlights:

- Four (4) 82" Displays
- Six (6) 22" Monitors
- Six (6) Gooseneck Microphones
- Web Presenter and Broadcast Switcher
- 10.1" Touch-Panel
- 8.7" Touch-Panel
- Four (4) PTZ Optics Cameras
- PTZ Optics Camera Controller
- Streamer/Recorder



Project Summary:

Western Audio Visual & Security was awarded the design/build project for the boardroom AV system at San Bernardino Valley Municipal Water District. WAVS installed Samsung displays throughout the Boardroom while each dais position received monitors and microphones. The backbone of this system utilizes an AV over IP based solution. The system is controlled by two touch panels. WAVS also installed PTZ cameras throughout the Boardroom which are switched through a broadcast switcher and controlled through a camera controller. Recording, streaming and video conferencing capabilities are all available. In addition, SBVMWD staff can utilize the system for recording, streaming and video conferencing capabilities. WAVS also provided a technician's console where advanced control functions are available. SBVMWD purchased three years upfront of WAVS Service & Preventative Maintenance Contract.



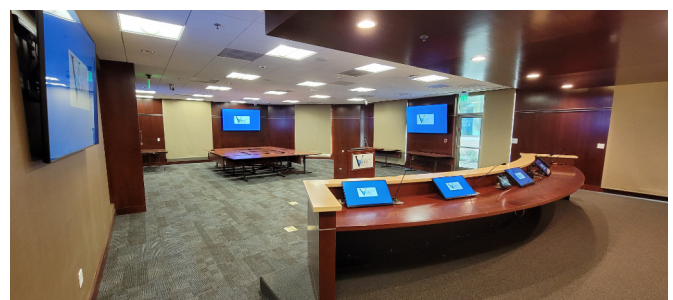
Completion Date: April 2021

Contract Amount: \$177,000

Reference: Melissa Zoba

Phone: 909-307-9228

Email: melissaz@sbvmwd.com





City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.C
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: September 12,
2023

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

AGENDA TITLE: Award Contract for the Purchase and Installation of 71 Electric Vehicle Chargers and Five-Years of Operations and Maintenance to Noodoe Inc, in the amount of \$268,884.75 for the Arthur Johnson Park, Rowley Park and Police Department Parking Lot Charge Ready Project, JN 538, Declare California Environmental Quality Act (CEQA) Exemption, and Authorize the Budget Appropriation

COUNCIL ACTION REQUIRED:

Staff Recommendation:

- **Award Contract for the Purchase and Installation of 71 Electric Vehicle Chargers and Five (5) Years of Operations and Maintenance**
- **Declare CEQA Exemption**
- **Authorize the Budget Appropriation**

RECOMMENDATION AND STAFF SUMMARY:

In July 2023, the City Council approved the Charge Ready contracts for Southern California (SCE) to build the infrastructure for the electric vehicle (EV) chargers for Arthur Johnson Park, Rowley Park and the Police Department parking lot at no cost to the City. Staff requested proposals for the 71 EV chargers from the six vendors in SCE's pre-approved "Charge Ready Light Duty" vendor list.

Two proposals were subsequently received.

Organization	Bid Amount
Noodoe Inc, Houston	\$268,884.75
EV Connect, El Segundo	\$561,372.00

Noodoe was the lowest responsive and responsible bidder. They were prescreened by SCE and have installed EV chargers in local municipalities including the City of Irvine and the City of Diamond Bar. Noodoe was highly recommended by the local municipalities. The cost for the purchase and installation of the 71 EV chargers and operations and maintenance for five (5) years is \$268,884.75. The initial cost for purchase and installation of the EV chargers is \$149,604.75 and the annual cost for operation and maintenance is \$23,856.

Noodoe will be responsible for providing the EV chargers, installing the software, hardware

maintenance/warranty, accounting and operating the charging stations. They will be responsible for the kilowatt (kWh) usage of the EV chargers during the term of the contract. The initial term of the contract will be five (5) years. The warranty for the EV chargers is two (2) years.

The fees that drivers pay to charge is typically per kWh. The cost charged per kWh is comprised of three components:

1. Cost of electricity that SCE charges is typically \$0.15 to \$0.30 per kWh depending on the time of charge (IE: peak hours or nonpeak hours).
2. Fee paid to Noodoe, operator of the charger for maintenance and billing which is \$0.03 per kWh.
3. Fee paid to the City to compensate the City for its costs and additional optional fees to make a profit. Please note, this is a policy decision and staff will present this topic for discussion at a later meeting.

Staff recommends that the City Council award a contract to Noodoe, in the amount of \$268,884.75 for the purchase and installation of 71 Electric Vehicle Chargers and five-year operations and maintenance at Arthur Johnson Park, Rowley Park and the Police Department Parking Lot Charge Ready Project, JN 538, and additionally:

- a. Declare this project to be categorically exempt under the CEQA, Class 1, Section 15301, as for operation and minor alteration of existing facilities, Class 3, Section 15303, as for installation of small new equipment and Class 4, Section 15304, as for installation of equipment that does not involve removal of healthy, mature and scenic trees.
- b. Authorize the budget appropriation of \$111,602.25 in Park-in-Lieu funds and \$157,282.50 in General Fund/AQMD Funds.

FINANCIAL IMPACT/COST:

Fund Type	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Fiscal Year 26-27	Fiscal Year 27-28	Total
General Fund / AQMD Funds	\$61,858.50	\$23,856	\$23,856	\$23,856	\$23,856	\$157,282.50
Park in Lieu Funds	\$111,602.25					\$111,602.25
Total	\$173,460.75	\$23,856	\$23,856	\$23,856	\$23,856	\$268,884.75

ATTACHMENTS:

[EV Connect Proposal.pdf](#)

[Noodoe Proposal.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

Clint Osorio, City Manager

evconnect

City of Gardena

John Gutierrez

Site Acquisition Manager

jgutierrez@evconnect.com

213-588-1263

8/29/2023



SCE- Charge Ready 2 Proposals

Driver Transaction Fee apply for all options. Driver Transaction Fee means a fee equal to 4% of the applicable Session Fee for a Charging Session plus \$0.25 per Charging Session.



City of Gardena - Police Department Parking Lot (SCE-CR2-Proposal)

City of Gardena

1700 West 162nd Street

Gardena, CA 90247

United States

Reference: 20230828-155631294

Quote created: August 28, 2023

Quote expires: September 30, 2023

Quote created by: John Gutierrez

Sales Executive

jgutierrez@evconnect.com

Comments from John Gutierrez

Site Address: 1718 W 162nd St, Gardena, CA 90247

Products & Services

Item & Description	Quantity	Unit Price	Total
Zerova - Level 2 - AX40 - Single Port - 5"Display - LAN/8WiFi/4G - RFID - 16.4ft EVSE Model Number: AXLU111001-40 (8) Dual Port Stations (2) Single Ports Stations Maximum Power Output (KW) 7.2 ISO 15118 Compliant CTEP Certification	18	\$1,595.00	\$28,710.00
EVC Network Cloud Subscription - Level 2 - Optimize - 5 Year EV Connect's consultative electric vehicle charging program includes the following: Station access control, iOS/Android mobile app for drivers, 24/7 driver support via the app and phone, Live station status view on PlugShare & Google, price & access control, Station health reports, Station use, performance, and sustainability reports, Personal station usage and transaction reports for drivers, In-dashboard trouble ticket management, Technical phone support, Proactive station health monitoring. Advanced platform features such as reservations, load management, and remote station monitoring. Includes quarterly detailed station review.	18	\$325.00 / year	\$5,850.00 / year for 5 years

Item & Description	Quantity	Unit Price	Total
<div>EVC Shield - Zerova - Level 2 - AX40 - Dual Port Station - 5 Year</div> <div>*Optional*A comprehensive parts and labor service plan that covers every operational and maintenance aspect of the EV charging station to maximize performance and uptime. Includes: Hardware Parts Coverage, Certified On-Site Labor Coverage and Dispatch, Real Time Performance Management, On Site Repairs in 48-72 Hours, Remote Troubleshooting and Support, Remote Proactive Monitoring, Automated Alerts to EV Connect Support team, Routine Network and Firmware Updates and Station Replacement, if needed.</div>	8	\$750.00 / year	\$6,000.00 / year for 5 years
<div>EVC Shield - Zerova - Level 2 - AX40 - Single Port Station- 5 Year</div> <div>*Optional* A comprehensive parts and labor service plan that covers every operational and maintenance aspect of the EV charging station to maximize performance and uptime. Includes: Hardware Parts Coverage, Certified On-Site Labor Coverage and Dispatch, Real Time Performance Management, On Site Repairs in 48-72 Hours, Remote Troubleshooting and Support, Remote Proactive Monitoring, Automated Alerts to EV Connect Support team, Routine Network and Firmware Updates and Station Replacement, if needed.</div>	2	\$480.00 / year	\$960.00 / year for 5 years
Zerova - Add-On - Level 2 - AX40 - Single Pedestal Base	2	\$714.00	\$1,428.00
Zerova - Add-On - Level 2 - AX40 - Single Cable Management add-on to pedestal	2	\$1,095.00	\$2,190.00
Zerova - Add-On - Level 2 - AX40 - Dual Pedestal Base	8	\$714.00	\$5,712.00
<div>Zerova - Add-On - Level 2 - AX40 - Dual Cable Management add-on to pedestal</div> <div>*Optional* (2) Per Pedestal</div>	16	\$1,095.00	\$17,520.00
<div>Zerova - Shipping - Add-on - Level 2 - Pedestal</div> <div>Shipping is estimated at the time of sale. EVC reserves the right to update shipping pricing and transit commitments as supply chain and market conditions change.</div>	10	\$75.00	\$750.00
<div>Zerova - Shipping - Charger - Level 2 - AX40</div> <div>Shipping is estimated at the time of sale. EVC reserves the right to update shipping pricing and transit commitments as supply chain and market conditions change.</div>	18	\$100.00	\$1,800.00

Item & Description	Quantity	Unit Price	Total
<div>EVC - Installation Services</div> <div>Installation Services</div> <div>Labor to complete scope of work to include: Site survey, design, electrical work, installation of EV charging stations, project management and/or commissioning of charging stations.</div> <div>Scope of Work.</div> <div>Provide and install the following: Installation of (8) Dual port and (2) Single Port Pedestal Mounted EV Chargers</div> <div>Installation of (18) ports mounted on pedestals on concrete bases provided by SCE</div> <div>Prevailing Wages quoted</div> <div>Terminate wiring at each EV Charger</div> <div>Wire and conduit provided by SCE</div> <div>Energize and Test for proper voltage</div> <div>Commission EV Chargers</div> <div>EXCLUSIONS</div> <div>Proposal is based on existing electrical infrastructure supporting the new EV loads</div> <div>Wiring, Breakers, and Electrical Equipment</div> <div>Due to city requirements for ADA compliance, restriping of the parking spaces may be required</div> <div>Striping EV Parking spaces in public parking area</div> <div>ADA Van Space Striping</div> <div>Signage</div> <div>Safety Bollards or Wheel Stops</div> <div>Concrete bases for pedestals</div> <div>Concrete Pads for equipment</div> <div>Cutting or replacement of asphalt or concrete</div> <div>Communication and WIFI</div> <div>New Electrical Service for EV Charging Stations</div> <div>Primary Utility Conduits pending utility drawings</div>	1	\$20,295.00	\$20,295.00
Annual subtotal			\$12,810.00
One-time subtotal			\$78,405.00
Total			\$91,215.00

Purchase terms

Current Terms & Conditions can be found at:

[EV Connect Terms and Conditions](#)

- Taxes will be calculated at billing when applicable
- 25% of one-time cost is billed at execution
- 75% of one-time cost is billed at shipment
- All remaining items billed at project commissioning

Purchasing Terms Subject to Change based on Program Requirements.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name



City of Gardena - Arthur Johnson Park (SCE-CR2-Proposal)

City of Gardena

1700 West 162nd Street
Gardena, CA 90247
United States

Reference: 20230828-160554718

Quote created: August 28, 2023

Quote expires: September 30, 2023

Quote created by: John Gutierrez

Sales Executive

jgutierrez@evconnect.com

Comments from John Gutierrez

Site Address: 1200 W 170th St. Gardena, CA 90247

Products & Services

Item & Description	Quantity	Unit Price	Total
<p>Zerova - Level 2 - AX40 - Single Port - 5"Display - LAN/8WiFi/4G - RFID - 16.4ft</p> <p>EVSE Model Number: AXLU111001-40</p> <p>(11) Dual Ports and (3) Single Ports</p> <p>Maximum Power Output (KW) 7.2</p> <p>ISO 15118 Compliant</p> <p>CTEP Certification</p>	25	\$1,595.00	\$39,875.00
<p>EVC Network Cloud Subscription - Level 2 - Optimize - 5 Year</p> <p>EV Connect's consultative electric vehicle charging program includes the following: Station access control, iOS/Android mobile app for drivers, 24/7 driver support via the app and phone, Live station status view on PlugShare & Google, price & access control, Station health reports, Station use, performance, and sustainability reports, Personal station usage and transaction reports for drivers, In-dashboard trouble ticket management, Technical phone support, Proactive station health monitoring. Advanced platform features such as reservations, load management, and remote station monitoring. Includes quarterly detailed station review.</p>	25	\$325.00 / year	\$8,125.00 / year for 5 years

Item & Description	Quantity	Unit Price	Total
<div>EVC Shield - Zerova - Level 2 - AX40 - Dual Port Station- 5 Year</div> <div><div>*Optional* A comprehensive parts and labor service plan that covers every operational and maintenance aspect of the EV charging station to maximize performance and uptime. Includes: Hardware Parts Coverage, Certified On-Site Labor Coverage and Dispatch, Real Time Performance Management, On Site Repairs in 48-72 Hours, Remote Troubleshooting and Support, Remote Proactive Monitoring, Automated Alerts to EV Connect Support team, Routine Network and Firmware Updates and Station Replacement, if needed.</div></div>	11	\$758.00 / year	\$8,338.00 / year for 5 years
<div>EVC Shield - Zerova - Level 2 - AX40 - Single Port Station - 5 Year</div> <div><div>A comprehensive parts and labor service plan that covers every operational and maintenance aspect of the EV charging station to maximize performance and uptime. Includes: Hardware Parts Coverage, Certified On-Site Labor Coverage and Dispatch, Real Time Performance Management, On Site Repairs in 48-72 Hours, Remote Troubleshooting and Support, Remote Proactive Monitoring, Automated Alerts to EV Connect Support team, Routine Network and Firmware Updates and Station Replacement, if needed.</div></div>	3	\$489.00 / year	\$1,467.00 / year for 5 years
Zerova - Add-On - Level 2 - AX40 - Single Pedestal Base	3	\$714.00	\$2,142.00
Zerova - Add-On - Level 2 - AX40 - Single Cable Management add-on to pedestal	3	\$1,095.00	\$3,285.00
Zerova - Add-On - Level 2 - AX40 - Dual Pedestal Base	11	\$714.00	\$7,854.00
<div>Zerova - Add-On - Level 2 - AX40 - Dual Cable Management add-on to pedestal</div> <div><div>*Optional* (2) Per Pedestal</div></div>	22	\$1,095.00	\$24,090.00
<div>Zerova - Shipping - Add-on - Level 2 - Pedestal</div> <div><div>Shipping is estimated at the time of sale. EVC reserves the right to update shipping pricing and transit commitments as supply chain and market conditions change.</div></div>	14	\$75.00	\$1,050.00
<div>Zerova - Shipping - Charger - Level 2 - AX40</div> <div><div>Shipping is estimated at the time of sale. EVC reserves the right to update shipping pricing and transit commitments as supply chain and market conditions change.</div></div>	25	\$100.00	\$2,500.00

Item & Description	Quantity	Unit Price	Total
<div>EVC - Installation Services</div> <div>Installation Services</div> <div>Labor to complete scope of work to include: Site survey, design, electrical work, installation of EV charging stations, project management and/or commissioning of charging stations.</div> <div>SCOPE DETAILS</div> <div>Provide and install the following: Installation of (11) Dual port and (3) Single Port Pedestal Mounted EV Chargers.</div> <div>Installation of (25) ports mounted on pedestals on concrete bases provided by SCE</div> <div>Prevailing Wage</div> <div>Terminate wiring at each EV Charger</div> <div>Wire and conduit provided by SCE</div> <div>Energize and Test for proper voltage</div> <div>Commission EV Chargers</div> <div>Cell service was not verified</div> <div>EXCLUSIONS</div> <div>Proposal is based on existing electrical infrastructure supporting the new EV loads</div> <div>Wiring, Breakers, and Electrical Equipment</div> <div>Due to city requirements for ADA compliance, restriping of the parking spaces may be required</div> <div>Striping EV Parking spaces in public parking area</div> <div>ADA Van Space Striping</div> <div>Signage Safety Bollards or Wheel Stops</div> <div>Concrete bases for pedestals</div> <div>Concrete Pads for equipment</div> <div>Cutting or replacement of asphalt or concrete Communication and WIFI</div> <div>New Electrical Service for EV Charging Stations</div> <div>Primary Utility Conduits pending utility drawings</div> <div>Engineering, Permits, or Fees</div>	1	\$28,413.00	\$28,413.00
Annual subtotal			\$17,930.00
One-time subtotal			\$109,209.00
Total			\$127,139.00

Purchase terms

Current Terms & Conditions can be found at:

[EV Connect Terms and Conditions](#)

- Taxes will be calculated at billing when applicable
- 25% of one-time cost is billed at execution
- 75% of one-time cost is billed at shipment
- All remaining items billed at project commissioning

Purchasing Terms Subject to Change based on Program Requirements.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name



City of Gardena -Rowley Park (SCE-CR2-Proposal)

City of Gardena

1700 West 162nd Street
Gardena, CA 90247
United States

Reference: 20230825-101417582

Quote created: August 25, 2023

Quote expires: September 30, 2023

Quote created by: John Gutierrez

Sales Executive

jgutierrez@evconnect.com

Comments from John Gutierrez

Site Address:13220 Van Ness Ave Gardena, CA 90249

Products & Services

Item & Description	Quantity	Unit Price	Total
Zerova - Level 2 - AX40 - Single Port - 5"Display - LAN/8WiFi/4G - RFID - 16.4ft EVSE Model Number: AXLU111001-40 (13) Dual Port and (2) Single Port Pedestal Maximum Power Output (KW) 7.2 ISO 15118 Compliant CTEP Certification	28	\$1,595.00	\$44,660.00
EVC Network Cloud Subscription - Level 2 - Optimize - 5 Year EV Connect's consultative electric vehicle charging program includes the following: Station access control, iOS/Android mobile app for drivers, 24/7 driver support via the app and phone, Live station status view on PlugShare & Google, price & access control, Station health reports, Station use, performance, and sustainability reports, Personal station usage and transaction reports for drivers, In-dashboard trouble ticket management, Technical phone support, Proactive station health monitoring. Advanced platform features such as reservations, load management, and remote station monitoring. Includes quarterly detailed station review.	28	\$325.00 / year	\$9,100.00 / year for 5 years

Item & Description	Quantity	Unit Price	Total
<div>EVC Shield - Zerova - Level 2 - AX40 - Dual Port Station- 5 Year</div> <div><div>*Optional* A comprehensive parts and labor service plan that covers every operational and maintenance aspect of the EV charging station to maximize performance and uptime. Includes: Hardware Parts Coverage, Certified On-Site Labor Coverage and Dispatch, Real Time Performance Management, On Site Repairs in 48-72 Hours, Remote Troubleshooting and Support, Remote Proactive Monitoring, Automated Alerts to EV Connect Support team, Routine Network and Firmware Updates and Station Replacement, if needed.</div></div>	13	\$758.00 / year	\$9,854.00 / year for 5 years
<div>EVC Shield - Zerova - Level 2 - AX40 - Single Port Station- 5 Year</div> <div><div>*Optional* A comprehensive parts and labor service plan that covers every operational and maintenance aspect of the EV charging station to maximize performance and uptime. Includes: Hardware Parts Coverage, Certified On-Site Labor Coverage and Dispatch, Real Time Performance Management, On Site Repairs in 48-72 Hours, Remote Troubleshooting and Support, Remote Proactive Monitoring, Automated Alerts to EV Connect Support team, Routine Network and Firmware Updates and Station Replacement, if needed.</div></div>	2	\$489.00 / year	\$978.00 / year for 5 years
Zerova - Add-On - Level 2 - AX40 - Single Pedestal Base	2	\$714.00	\$1,428.00
Zerova - Add-On - Level 2 - AX40 - Single Cable Management add-on to pedestal	2	\$1,095.00	\$2,190.00
Zerova - Add-On - Level 2 - AX40 - Dual Pedestal Base	13	\$714.00	\$9,282.00
<div>Zerova - Add-On - Level 2 - AX40 - Dual Cable Management add-on to pedestal</div> <div><div>*Optional* (2) Per Pedestal</div></div>	26	\$1,095.00	\$28,470.00
<div>Zerova - Shipping - Add-on - Level 2 - Pedestal</div> <div>Shipping is estimated at the time of sale. EVC reserves the right to update shipping pricing and transit commitments as supply chain and market conditions change.</div>	15	\$75.00	\$1,125.00
<div>Zerova - Shipping - Charger - Level 2 - AX40</div> <div>Shipping is estimated at the time of sale. EVC reserves the right to update shipping pricing and transit commitments as supply chain and market conditions change.</div>	28	\$100.00	\$2,800.00

Item & Description	Quantity	Unit Price	Total
EVC - Installation Services	1	\$30,443.00	\$30,443.00
Installation Services			
Labor to complete scope of work to include: Site survey, design, electrical work, installation of EV charging stations, project management and/or commissioning of charging station			
SCOPE DETAILS			
Provide and install the following: Installation of (13) Dual port and (2) Single Port Pedestal Mounted EV Chargers			
Installation of (28) ports mounted on pedestals on concrete bases provided by SCE			
Prevailing Wage			
Terminate wiring at each EV Charger			
Wire and conduit provided by SCE			
Energize and Test for proper voltage			
Commission EV Chargers			
EXCLUSIONS			
Proposal is based on existing electrical infrastructure supporting the new EV loads			
Wiring, Breakers, and Electrical Equipment			
Due to city requirements for ADA compliance, restriping of the parking spaces may be required			
Striping EV Parking spaces in public parking area			
ADA Van Space Striping			
Signage Safety Bollards or Wheel Stops			
Concrete bases for pedestals			
Concrete Pads for equipment			
Cutting or replacement of asphalt or concrete Communication and WIFI			
New Electrical Service for EV Charging Stations			
Primary Utility Conduits pending utility drawings			
Engineering, Permits, or Fees			
Annual subtotal			\$19,932.00
One-time subtotal			\$120,398.00
Total			\$140,330.00

Purchase terms

Current Terms & Conditions can be found at:

[EV Connect Terms and Conditions](#)

- Taxes will be calculated at billing when applicable
- 25% of one-time cost is billed at execution
- 75% of one-time cost is billed at shipment
- All remaining items billed at project commissioning

Purchasing Terms Subject to Change based on Program Requirements.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name



Noodoe Inc.
7700 San Felipe, Suite 310
Houston, TX 77063

City of Gardena
1717 W 162nd St
Gardena, CA 90247
Attn: Hong Lee
hlee@cityofgardena.org
310 217 9564

Noodoe Quotation #Q-00549

Quotation Date: 08/30/2023 **Expiration:** 10/30/2023 **Salesperson:** Jeff Rothe

Description	Quantity	Unit Price	Amount
NoodoeEV AC11P Exceed -40	71	\$1,500.00	USD \$106,500.00
Pedestal P500	39	\$600.00	USD \$23,400.00
EVOS Complete 5 Years / LTE Data Plan 5 Years (Renews Annually After Year 1 @\$176 Per Station)	71	\$176.00	USD \$12,496.00
Setup and Commissioning Service – AC Station	71	\$90.00	USD \$6,390.00
O&M Maintenance Warranty – 5 Years AC11P Exceed (Renews Annually After Year 1 @\$160 per Station)	71	\$160.00	USD \$11,360.00

Subtotal One Time Upfront	USD \$136,290.00
Total 5 Year Annual	USD \$119,280.00
Tax (Hardware)	\$13,314.75
Total	USD \$268,884.75

Shipping Address:
City of Gardena
1717 W 162nd St
Gardena, CA 90247
Attn: Hong Lee
hlee@cityofgardena.org
310 217 9564

Tax Excluded
Please provide a copy of the tax exempt certificate for non-tax requirements.

Service	Description	Price
Revenue Generation Mode	Noodoe EV OS Revenue	\$.03 per kWh



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.D
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: September 12,
2023

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

AGENDA TITLE: Reject all bids and the Pre-Qualified General Contractor list for the Gardena Community Aquatic and Senior Center Project, JN 978, and re-bid the project with modified requirements and/or scope

COUNCIL ACTION REQUIRED:

Staff Recommendation: Reject all bids and the Pre-Qualified General Contractor list and rebid

RECOMMENDATION AND STAFF SUMMARY:

The Gardena Community Aquatic and Senior Center Project is located at 1654 W 160th Street. It will encompass a new two-level building for the community spanning 12,000 square feet and will be dedicated to aquatic and senior center activities. The project includes a 7,020 square-foot pool area, featuring a 25-yard pool, a diving stand, and a pool exercise/leisure area. The outdoor courtyard will showcase exercise stations, a picnic area, tree and shrub plantings, site lighting, and furnishing, along with all other necessary elements.

In March 2023, in preparation for the bidding of the project, a Request for Qualifications (RFQ) for a general contractor was published in Gardena Valley News, the City Website, and CR Planwell which consists of all minority group associations to pre-qualify general contractors.

This method is commonly utilized to secure a highly qualified general contractor for a project of this magnitude.

A comprehensive and detailed RFQ was prepared to pre-qualified prospective contractors under the City Attorney's purview, based on the following parameters:

- Submission of a properly completed and signed declaration
- Possession of the valid California Contractor's license in good standing
- Demonstration of General Contractor's Comparable Experience
- Demonstration of the Pool Sub-Contractor's Comparable Experience
- Demonstration of the Pool Decking Sub-Contractor's Comparable Experience.
- Project Manager/Field Superintendent Comparable Experience
- No completion of work by surety in the last 10 years
- Meet financial requirements
- Litigation history

A set of scorable questions were utilized to screen the submitted statements of qualification.

On April 13, 2023, a total of five (5) statements were received and three (3) general contractors were pre-qualified.

Subsequently on July 17, 2023, the Project Plans and Specifications were finalized, and the pre-qualified general contractors were requested to consider bid submission. On September 5, 2023, the two (2) bids below were received.

Organization	Bid Amount
1. Swinerton Builders, Los Angeles CA	\$19,784,000
2. Morillo Construction, Inc., Pasadena CA	\$21,487,701
3. Bernards, San Fernando CA	Non-responsive

Swinerton Builders submitted the lowest bid, which is approximately 40% higher than the Architect's estimate. The shortage of skilled labor is cited by industry professionals and as the reason for these high bids. Additionally, having only three (3) pre-qualified general contractors and receiving only two bids contributed to the high bids.

Therefore, staff respectfully recommends that the City Council reject all bids and the pre-qualified general contractor list for the Gardena Community Aquatic and Senior Project, JN 978, and proceed to re-bid the project on the open market with modified requirements and/or scope.

FINANCIAL IMPACT/COST:

None.

ATTACHMENTS:

[JN 978_General Contractor Pre-Qualification RFQ.pdf](#)

[JN 978_General Contractor Pre-Qualification Scoring Matrix_April 2023.pdf](#)

[JN 978 Aquatic & Senior Center_Swinerton Pre-Qual Proposal.pdf](#)

[JN 978 - Swinerton Builders Bid_09-05-2023.pdf](#)

[JN 978_BID TABULATION.pdf](#)

APPROVED:



Clint Osorio, City Manager

CITY OF GARDENA

REQUEST FOR QUALIFICATIONS (RFQ)

Sealed pre-qualification submittals may be delivered to the office of the City Clerk, City Hall, located at 1700 W. 162nd Street, Gardena, CA 90247 on or before **4:00 pm, Thursday, April 13, 2023**, for the purpose of pre-qualification for this project.

General Contractor Pre-Qualification

Gardena Community Aquatics & Senior Center Project

Job Number: JN 978

Engineer's Estimate \$12,000,000

Approved by



**Kevin Kwak
Assistant Public Works Director**

Pre-Qualification Questionnaires may be obtained at:

<https://cityofgardena.org/public-contracts>

at the following website

www.crplanwell.com

or by contacting Tim Shaw, Sr. Construction Manager, at

tshaw@griffinstructures.com

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

The City of Gardena seeks to pre-qualify General Contractors for the construction of Gardena Community Aquatics & Senior Center Project ("Project"), and now invites sealed pre-qualification submittals from General Engineering Contracting Class "A" and/or General Contracting Class "B" Contractors.

Notice is hereby given that the City of Gardena has determined that general contractor bidders on this Project must be pre-qualified prior to submitting a bid on this Project. The pre-qualification evaluation is solely for the purpose of determining which General Building Contractors are deemed qualified for the successful performance of the construction of the Project.

Only Class "A" or "B" Contractors that have been determined to be qualified under this process will be allowed to bid on the Project.

It is **mandatory** that all Contractors who intend to submit a bid, fully complete the pre-qualification questionnaire, provide all requested materials, and be approved by the City of Gardena to be on the final qualified bidders list.

FILING OF SUBMITTALS:

All submittals must be filed in a sealed package with the City of Gardena, City Clerk's Office, located at 1700 W. 162nd Street, Gardena, California 90247, on or before **4:00 pm Thursday, April 13, 2023**, for the purpose of pre-qualification for this Project.

Pre-Qualification submittal packages may be obtained at the following websites:

<https://cityofgardena.org/public-contracts>

www.crplanwell.com

or by contacting:

**Tim Shaw, Sr. Construction Manager
Griffin Structures**

tshaw@griffinstructures.com

It is the sole responsibility of the Contractor to see that the Pre-Qualification Submittal is received before the stated deadline.

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

PROJECT DESIGN TEAM

OWNER

CITY OF GARDENA
1700 W. 162nd Street
Gardena, CA 90247
Kevin Kwak (310) 217-9676

BUILDING ARCHITECT

SVA-Architects
6 Hutton Centre Drive, Suite 1150
Santa Ana, CA 92707
Robert Simons, Architect
(949) 8093380

LEAD CONSULTANT

RJM DESIGN GROUP
31591 Camino Capistrano
San Juan Capistrano, CA 92675
Eric Chastain (949) 493-2600

POOL ARCHITECT

Jones & Madhavan
Architecture Engineering
100 East Thousand Oaks Blvd
Thousand Oaks, CA 91360
Doug Jones (805) 777-8449

GEOTECHNICAL ENGINEER

Ninyo & Moore
475 Goddard
Irvine, CA 92618
Alfredo Rodriguez (949) 753-7070

PROJECT MANAGER

GRIFFIN STRUCTURES
1 Technology Dr., Bldg "I", Suite 829
Irvine, CA 92618
Tim Shaw (760) 908-7635
tshaw@griffinstructures.com

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

TABLE OF CONTENTS

Submittal Form Instructions.....	5
Submittal Form.....	10
Questionnaire	
Part I: Essential Requirements for Qualification.....	12
Part II: Questionnaire	
Section A: Current Organization and Structure.....	14
Section B: History of Business and Performance.....	17
Section C: Compliance with Regulatory Requirements.....	22
Part III: Similar Project Experience Questionnaire.....	24
Part IV: Organizational Resources.....	30
Questionnaire Scoring.....	31
Attachments	
Attachment A: Project Rendering	A-1
Attachment B: Standard Contract.....	B-1

PROJECT DESCRIPTION

The project will consist of a new, 11,916 SF, 2-story Community Aquatics and Senior Center, new swimming pool with shade structures, bleachers and separate pool equipment and storage building.

The overall complex is approximately 1.1 acres and the general scope for the project includes the following:

New 2-Story Community Aquatics & Senior Center

- **1st Floor**
 - Office spaces for Aquatics and Senior Center staff
 - Elevator
 - Kitchen
 - Activity spaces
 - Outdoor activity area
 - Lifeguard room
 - Storage & utility spaces
 - Restrooms
 - Locker rooms
 - Reception Area

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

- Outdoor showers
 - Outdoor locker area
- **2nd Floor**
 - Programmable spaces for classes and community activities
 - Lounge and balcony space
- **New Pool**
 - 25-yard x 60'; 8-lane lap swimming area with a depth of 4' to 10'-2"
 - 45' x 55' shallow recreation and aquacise area, with a depth of 3' to 3'-9"
 - Permanent shade structures with steel support structures and tensioned fabric
- **New Pool equipment & storage building**
 - 1,284 SF
 - Electrical room
 - Pool storage
 - Pool mechanical equipment rooms
 - Trash enclosure
- **New Site Improvements**
 - New irrigation and landscaping
 - New fitness equipment
 - New site furnishings

NOTE: The above list is a representative list of items to be completed and is NOT meant to be 100% comprehensive.

The current tentative **Project Schedule** is as follows:

Pre-Qualification of Contractors:March – April 2023
Project Bidding:April 2023 – May 2023
Award Project:June 2023
Start Construction:July 2023

GENERAL

The City is seeking qualified Class “A” Engineering Contractors and/or Class “B” General Contractors with construction experience of at least five (5) projects demonstrating comparable experience. Please see Part III Similar Project Experience for a definition of “comparable experience.”

Each prospective Contractor must successfully complete the pre-qualification questionnaire, provide all requested materials in the required form, and be approved by the City of Gardena to be on the final qualified bidders list. The City of Gardena will not accept submission of incomplete or late documentation. Incomplete documentation will result in the rejection of the prospective Contractor.

Answers to all questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, and the most recent

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

reviewed or audited financial statements, with accompanying notes and supplemental information, are required.

City of Gardena reserves the right to unilaterally adjust, increase, limit, suspend, or rescind the pre-qualification rating based on subsequently learned information. Contractors whose rating changes significantly after pre-qualification to disqualify them will be notified, and given an opportunity for a hearing consistent with the hearing procedures described below to appeal a pre-qualification rating.

PRE-QUALIFICATION SCHEDULE

Notice Inviting RFQ for Pre-Qualification Submittals:..... Tuesday,03/14/23
Final Date for Submission of Bidder Questions:.....Friday, 03/31/23
Final Date for Responses to Bidder Questions.....Friday,04/07/23
Submissions Due:.....4:00:PM,Thursday, 04/13/23
Selection Notification.....on or about 05/04/23

PRE-QUALIFICATION GUIDELINES

Each prospective Contractor must successfully complete the pre-qualification process outlined in this document. No other pre-qualification process completed for the City of Gardena will meet these requirements.

Prospective Contractors must submit “Statements of Qualifications” (SOQ) by completing the Pre-Qualification Submittal Questionnaire package. The City will not accept information or documents from other parties. Submission of incomplete and/or unclear Pre-Qualification Submittal Questionnaire or required materials will result in rejection of the prospective contractor.

Any questions or requests for information must be submitted in writing to:

Tim Shaw
Sr. Construction Manager
Griffin Structures, Inc.
Email: tshaw@griffinstructures.com

PREPARATION OF PRE-QUALIFICATION SUBMITTALS

The submittal information should be presented in a binder and separated by section dividers. Oversize drawings (larger than 11”x17”), if provided, should be folded and inserted into plastic carriers. Five (5) hard copies and one (1) electronic copy in *.PDF format of the Pre-Qualification Submittal shall be delivered to the City of Gardena. The completed Pre-Qualification Submittal should not exceed 50 pages. The City of

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

Gardena reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted.

EVALUATION AND ANALYSIS

Pre-qualification of prospective contractors will be determined from the information submitted in each Pre-Qualification Questionnaire Submittal. The City of Gardena reserves the right to verify from other available sources the information provided by the Contractor and to rely upon such information gathered during the verification process. The City of Gardena's decision will be based on objective evaluation criteria. Further consideration of a prospective contractor's qualifications will be made only if the prospective contractor meets all of the following minimum requirements:

1. Submission of a properly completed and signed Declaration
2. Possession of the valid California Contractor's Class "A" and/or "B" License in good standing
3. Meet bonding capacity requirements
4. Meet insurance requirements
5. Demonstration of General Contractor's Comparable Experience
6. Demonstration of the Pool Sub-Contractor's Comparable Experience
7. Demonstration of the Pool Decking Sub-Contractor's Comparable Experience.
8. Project Manager/Field Superintendent Comparable Experience
9. No completion of work by surety in the last 10 years
10. Department of Industrial Relations history
11. Meet financial requirements
12. Litigation History

The Pre-Qualification Questionnaire Submittal Analysis Form that will be used to verify minimum qualifications is included. The City of Gardena will screen each responding prospective Contractor's statement for minimum qualifications and develop a list of Pre-Qualified Contractors.

City of Gardena reserves the right to reject any or all responses to pre-qualification questionnaires and any or all subsequent bids for construction projects, and to waive any irregularities in any response to the pre-qualification application.

While it is the intent of the pre-qualification questionnaire and required documents to assist the City in determining bidder responsibility prior to bid and to aid the City in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude the City of Gardena from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work.

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

All financial and proprietary information provided by prospective contractors will be kept confidential to the extent permitted by law. However, by submitting the pre-qualification packet, the Contractor agrees that the contents of the submittal may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, or in any appeal hearing. Also, the names of prospective contractors applying for pre-qualification status will be subject to disclosure.

APPEALS PROCEDURE

Any contractor who the City determines to not pass the pre-qualification process shall have the right to request review of the determination. The contractor shall request review by delivering to the Director of the City's Department of Public Services a written notice requesting a review. The contractor shall deliver such written notice to the Director within five (5) business days of being notified that the Contractor has been determined not to be qualified and the basis for the determination. The Contractor waives its right to challenge the City's decision if it fails to deliver the notice within the five (5) business days.

The Director or their designee shall conduct a determination hearing no later than ten (10) business days following receipt of the contractor's written notice. The hearing conducted by the Director shall be informal but will be an evidentiary hearing. At the hearing, the Contractor will be given the opportunity to present information and present reasons in opposition to the determination. The Director shall consider all evidence, information and arguments submitted by the contractor relevant to the City's determination, the City's response to such evidence, information and arguments, and any other information the Director deems relevant. Promptly following the hearing, the Director shall issue a written decision whether the contractor is qualified or not qualified.

Following the hearing, the contractor may further appeal to the City Manager of the City of Gardena a decision by the Director that the Contractor is not qualified. The Contractor must request a hearing before the City Manager by delivering to the City Clerk, with a copy to the Director, a written notice of appeal. The contractor must deliver the written notice of appeal within five (5) business days of the date of the Director's notice that the contractor is not qualified. The contractor waives its right to challenge the Director's decision if it fails to deliver the notice within the five (5) business days.

The City Manager shall hold a de novo hearing within ten (10) days of Contractor's written notice of appeal. The City Manager shall uphold or reverse the Director's decision based on the entire record, including the information and evidence presented to the Director and any additional information and evidence received by the City Manager at the hearing.

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

Acknowledgement and acceptance of terms of appeals procedure described above:

Contractor

Printed Name

Signature

Title

Date

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

The undersigned certifies that the statements and information contained in this submittal are complete and accurate and that the submittal contains no false or deliberately misleading information. The undersigned hereby agrees and declares that receipt of this submittal by the City of Gardena does not constitute either a direct or implied guarantee to the Contractor that pre-qualification is or will be granted and also agrees to the procedures and conditions of the pre-qualification requirements described in the Pre-Qualification Document.

(1) Legal Name of Applicant (Contractor) _____

(2) Address of Applicant (Contractor) _____

(3) Phone Number _____ Fax _____

Email _____

(4) Applicant is a () Corporation () Partnership () Sole Proprietorship () Joint Venture

(5) If Contractor is a Corporation, name the State of Incorporation _____

(6) Total number of years the Contractor has been contracting _____

(7) Total number of years the Contractor has been in construction _____

(8) Banking institution authorized to provide corroboration of applicant's financial stability:

Name: _____

Address: _____

Contact: _____ Telephone _____

(9) Execution:

The undersigned is a legally authorized representative of the Contractor. The legal name of the Contractor is _____

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

State of California

Contractor's License Number: _____ Type: _____

Expiration: _____

_____, being first duly sworn, says that all statements and information contained in this Submittal are complete and accurate and that this Submittal contains no false or deliberately misleading information.

Contractor

Printed Name

Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the State of _____

Residing at _____

Expiration Date: _____

END OF FORM

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

PART I: ESSENTIAL REQUIREMENTS FOR QUALIFICATION

IMPORTANT NOTE:

Contractor may be immediately disqualified if the answer to any of questions 1 through 7 is “no.”

Contractor will be immediately disqualified if the answer to any of questions 8 through 12 is “yes.” If the answer to question 10 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Class “A” and/or “B” General Contractor’s License in good standing for this project for which it intends to submit a bid.
☐ Yes ☐ No
2. Contractor has (or can provide proof that they can obtain within ten (10) business days prior to award) an insurance policy(ies) consistent with Attachment C “City of Gardena – Insurance Requirements”.
☐ Yes ☐ No
3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
☐ Yes ☐ No
4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?
☐ Yes ☐ No

NOTE: A financial statement that is not either reviewed or audited by a Certified Public Accountant (CPA) is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California), which states that your current bonding capacity is at least \$15,000,000 for this project, and \$30,000,000 aggregate, should you be selected?¹
☐ Yes ☐ No

NOTE: Notarized statement must be from Surety Company, not an agent or broker.

¹ An additional notarized statement from the surety may be requested by the City of Gardena at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

6. Contractor has completed at least five (5) comparable projects in the last ten (10) years? See Part III: Similar Project Experience Questionnaire for criteria.

☐ Yes ☐ No

7. Contractor has (or can provide proof that they can obtain within ten (10) business days prior to award) a professional liability (Errors & Omissions) insurance policy with a policy limit of at least \$1,000,000 per occurrence in addition to insurance requirements referenced in question #2 above.

☐ Yes ☐ No

8. Has your contractor's license been revoked at any time in the last ten (10) years?

☐ Yes ☐ No

If yes, please explain why: _____

9. Has a surety firm completed, or is in the process of completing, a contract on your behalf, or has paid for completion because your firm was default terminated by the project owner within the last ten (10) years?

☐ Yes ☐ No

10. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded any local, state or federal public works contracts, or perform as a subcontractor on any such public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7 or any other local, state or federal law or regulation?

☐ Yes ☐ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

Starting _____ Ending _____

11. At any time during the last ten (10) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☐ No

12. In the last ten (10) years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

PART II: QUESTIONNAIRE

Section A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation's stock.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner, or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns ten percent (10%) or more of the firm.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business: _____
- 1b. Social security number of company owner: _____
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture: _____
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one (1) or more projects:

Name of firm	% Ownership of Joint Venture

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

Section B. History of the Business and Performance

1. Has there been any change in ownership of the firm at any time during the last ten (10) years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

2. Is the firm a subsidiary, parent, holding company, or affiliate of another construction firm?

NOTE: Include descriptive and background information about other firms if one firm owns fifty percent (50%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

3. Are any corporate officers, partners or owners connected to any other construction firms?

NOTE: Include descriptive and background information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

4. State your firm's gross revenue for each of the last three (3) years:

2020

2021

2022

5. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ Years

6. Was your firm in bankruptcy at any time during the last ten (10) years?

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or any other document that ended the case, if no discharge order was issued.

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

Licenses

7. List all California construction license numbers, classifications and expiration dates of the California Contractor Licenses held by your firm:

8. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the California Contractors State License Board (CSLB) records who meet(s) the experience and examination requirements for each license.

9. Has your firm changed names or license number in the past ten (10) years?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

10. Has any owner, partner, or (for corporations) officer of your firm operated a construction firm under any other name in the last ten (10) years?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

11. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last ten (10) years?

☐ Yes ☐ No

If "yes," please explain on a separate signed sheet.

Disputes

12. At any time in the last ten (10) years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

☐ Yes ☐ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

13. In the last ten (10) years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☐ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

* * * * *

NOTE: The following two (2) questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$10,000.

14. In the past ten (10) years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

15. In the past ten (10) years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

* * * * *

16. At any time during the past ten (10) years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

17. In the last ten (10) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

18. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

19. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

20. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

Bonding

21. Bonding capacity: _____

Provide documentation from your surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address, and telephone number:

22. If your firm was required to pay a premium of more than one percent (1%) for a performance and payment bond on any project(s) on which your firm worked at any time during the last five (5) years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent (1%), if you wish to do so.

23. List all other sureties (name and full address) that have written bonds for your firm during the last five (5) years, including the dates during which each wrote the bonds:

24. During the last ten (10) years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

Section C. Compliance with Regulatory Requirements

25. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past ten (10) years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If “yes,” attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

26. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past ten (10) years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If “yes,” attach a separate signed page describing each citation.

27. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past ten (10) years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If “yes,” attach a separate signed page describing each citation.

28. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

29. List your firm’s Experience Modification Rate (EMR) (California workers’ compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier.

Current year: _____

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

30. Within the last ten (10) years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage Compliance Record

31. Has there been any occasion during the last ten (10) years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **State's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes", attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

32. During the last ten (10) years, has there been any occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **Federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

PART III SIMILAR PROJECT EXPERIENCE QUESTIONNAIRE

Part III is a verification of the answer provided in Part I Essential Requirements, Question 6. Respondents whose experience is not verifiable according to the following criteria shall be disqualified as failing to meet the Essential Requirements.

Contractor shall provide information about its five (5) most recent comparable projects, all of which must have been successfully completed within the last ten (10) years.

1. General Contractor Experience Requirements:

Minimum Requirements: All FIVE (5) of the projects submitted must be commercial projects for public use constructed in California, comparable in scale and quality with the Project, and have a contract value of at least \$10,000,000.

Additionally:

- (3) of the projects must be public use aquatic facilities and include all aspects of pool construction including, excavation, shell construction, pool electrical, pool plumbing, pool mechanical, and pool deck construction.
- (2) of the projects must demonstrate minimum (2) story structural steel construction, with deep pile foundations and/or mat slab foundation.

2. Specialty Sub-Contractor Experience Requirements

- The Aquatics Subcontractor must meet and provide evidence of the minimum experience requirements listed below
- The concrete Pool Deck Subcontractor must meet and provide evidence of the minimum experience requirements listed below

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

General Contractor Experience Requirements: Reference 1

Project Name: _____

Location: _____

Owner: _____

Owner Representative, address, email and phone number: _____

Architect or Engineer, address, email and phone number: _____

Description of Project, Scope of Work Performed: _____

Percentage of Base Contract subcontracted: _____

Total Value of Construction breakdown with initial contract award/final contract
sum: _____

Original Scheduled Completion Date: _____

Initial Contract time in days: _____ Time Extensions granted in Days: _____

Days Liquidated damages assessed: _____

Actual Date of Completion: _____

LEED (Yes / No): _____

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

General Contractor Experience Requirements: Reference 2

Project Name: _____

Location: _____

Owner: _____

Owner Representative, address, email, and phone number: _____

Architect or Engineer, address, email and phone number: _____

Description of Project, Scope of Work Performed: _____

Percentage of Base Contract subcontracted: _____

Total Value of Construction breakdown with initial contract award/final contract
sum: _____

Original Scheduled Completion Date: _____

Initial Contract time in days: _____ Time Extensions granted in Days: _____

Days Liquidated damages assessed: _____

Actual Date of Completion: _____

LEED (Yes / No): _____

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

General Contractor Experience Requirements: Reference 3

Project Name: _____

Location: _____

Owner: _____

Owner Representative, address, email, and phone number: _____

Architect or Engineer, address, email, and phone number: _____

Description of Project, Scope of Work Performed: _____

Percentage of Base Contract subcontracted: _____

Total Value of Construction breakdown with initial contract award/final contract
sum: _____

Original Scheduled Completion Date: _____

Initial Contract time in days: _____ Time Extensions granted in Days: _____

Days Liquidated damages assessed: _____

Actual Date of Completion: _____

LEED (Yes / No): _____

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

General Contractor Experience Requirements: Reference 4

Project Name: _____

Location: _____

Owner: _____

Owner Representative, address, email, and phone number: _____

Architect or Engineer, address, email and phone number: _____

Description of Project, Scope of Work Performed: _____

Percentage of Base Contract subcontracted: _____

Total Value of Construction breakdown with initial contract award/final contract
sum: _____

Original Scheduled Completion Date: _____

Initial Contract time in days: _____ Time Extensions granted in Days: _____

Days Liquidated damages assessed: _____

Actual Date of Completion: _____

LEED (Yes / No): _____

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

General Contractor Experience Requirements: Reference 5

Project Name: _____

Location: _____

Owner: _____

Owner Representative, address, email, and phone number: _____

Architect or Engineer, address, email, and phone number: _____

Description of Project, Scope of Work Performed: _____

Percentage of Base Contract subcontracted: _____

Total Value of Construction breakdown with initial contract award/final contract
sum: _____

Original Scheduled Completion Date: _____

Initial Contract time in days: _____ Time Extensions granted in Days: _____

Days Liquidated damages assessed: _____

Actual Date of Completion: _____

LEED (Yes / No): _____

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

SWIMMING POOL SUBCONTRACTOR EXPERIENCE REQUIREMENTS

Subcontractor certifies that it meets the qualifications and experience requirements established in Swimming Pool General Requirements, Section 13 11 00, as follows:

1. Subcontractor has derived 50% of its annual revenue from public-use swimming pool construction for each of the last five (5) years.
2. Subcontractor has, in the last five (10) years, constructed at least five (5) commercially designed municipal and public-use swimming pools, each of which have incorporated a minimum size of 5,000 square feet of water surface area (250,000 Gallons) with a concrete and ceramic tile perimeter overflow gutter and self-modulating balance tank.
3. The following list of projects meet the requirements of section (b) above and the contact as reference by the Contractor, the Awarding Authority of their agent or designee.

a. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

b. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

c. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

d. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

e. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

Architect for Project: _____

CONCRETE POOL DECK SUBCONTRACTOR EXPERIENCE REQUIREMENTS

Swimming Pool Deck Subcontractor other than the swimming pool Subcontractor certifies that it meets the qualifications and experience requirements established in Swimming Pool General Requirements, Section 13 11 00, as follows:

1. Subcontract has, in the last five (10) years, constructed at least five (5) commercially designed cantilevered pool decks over perimeter gutters, each of which have incorporated a minimum size of 6,000 square feet of water surface area of the swimming pool.
2. The following list of projects meet the requirements of section (b) above and the contact as reference by the Contractor, the Awarding Authority of their agent or designee

a. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

b. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

c. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

d. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

e. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

Architect for Project: _____

PART IV ORGANIZATIONAL RESOURCES

Staff Roster/Functions

1. Contractor shall furnish an organization chart that includes all supervisory positions anticipated to be assigned to the Project. Indicate therein which ones are full time on site and which are part time.

List key members of your staff whom you consider candidates to be assigned to work as a full-time team member resident on this Project and complete all requested information as shown below.

Key, full-time candidate team members must include, without limitation:

1. Project Manager and 2. Superintendent. Use separate sheets of paper that contain all of the following information:

Name: _____

Job Title: _____

Number of Years with Firm: _____

Proposed Function on the Project: _____

Number of Years in Current Position: _____

Number of Projects (in job function) Completed: _____

Number of Years in Construction Industry: _____

Minimum of two (2) projects, in a supervisory role, of similar type and scale as described in Section III: Similar Project Experience Questionnaire. On separate sheet provide project description, value, dates of construction, references and reference contact information for each project.

I, the undersigned, certify and declare that I have read all the foregoing answers to this pre-qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Signature

Date

Print Name

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

A LIST OF THE SCORABLE QUESTIONS AND THE SCORING INSTRUCTIONS

The scorable questions are in two sections as follows:

Part II – Section B History of the business and organizational performance;

Part II – Section C Compliance with occupational safety and health laws, workers' compensation and other labor legislation;

Note: This section includes only those questions that are “scorable” from the Part II Questionnaire. The following question numbers correspond to those used in the Part II.

The Scores Needed for Pre-Qualification

To pre-qualify, a contractor would be required to qualify under Part I, then have a passing grade within each of the two large categories in Part II referred to above.

Section B, “History of the business and organizational performance,”

The prospective contractor is required to meet a passing score of 51 on this portion of the questionnaire (of a maximum score of 68 on this portion of the questionnaire).

Section C, “Compliance with occupational safety and health laws, workers’ compensation and other labor legislation”

The prospective contractor is required to meet a passing score of 27 on this portion of the questionnaire (of a maximum score of 38 points on this portion of the questionnaire).

Questions about History of the Business and Organizational Performance

Section B

(14 questions)

5. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ Years

3 years or more = 2 points

4 years = 3 points

5 years = 4 points

6 years or more = 5 points

6. Was your firm in bankruptcy at any time during the last ten (10) years?

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

☐ Yes ☐ No

“No” = 3 points “Yes” = 0 points

11. Has any CSLB license held by your firm or its Responsible Managing Employee (“RME”) or Responsible Managing Officer (“RMO”) been suspended within the last ten (10) years?

☐ Yes ☐ No

“No” = 5 points “Yes” = 0 points

12. At any time in the last ten (10) years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

☐ Yes ☐ No

No projects with liquidated damages of more than \$10,000, or one (1) project with liquidated damages = 5 points

Two (2) projects with liquidated damages of more than \$10,000 = 3 points

Any other answer: 0 points

13. In the last ten (10) years has your firm, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: “Associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☐ No

“No” = 5 points “Yes” = 0 points

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$10,000.

14. In the past ten (10) years has any claim against your firm concerning your firm’s work on a construction project been filed in court or arbitration?

☐ Yes ☐ No

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

If the firm's average gross revenue for the last three (3) years was less than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance

3 points for "Yes" indicating 2 such instances

0 points for "Yes" if more than 2 such instances

If your firm's average gross revenue for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances

3 points for "Yes" indicating either 4 or 5 such instances

0 points for "Yes" if more than 5 such instances

15. In the past ten (10) years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration?**

☐ Yes ☐ No

If your firm's average gross revenue for the last three (3) years was less than \$50 million scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance

3 points for "Yes" indicating 2 such instances

0 points for "Yes" if more than 2 such instances

If your firm's average gross revenue for the last three years was more than \$50 million scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances

3 points for "Yes" indicating either 4 or 5 such instances

0 points for "Yes" if more than 5 such instances

16. At any time during the past ten (10) years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

5 points for either "No" or "Yes" indicating 1 such claim

3 points for "Yes" indicating no more than 2 such claims

Subtract 5 points for "Yes" if more than 2 such claims

17. In the last ten (10) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

☐ Yes ☐ No

5 points for either “No” or “Yes” indicating 1 such instance

3 points for “Yes” indicating 2 such instances

0 points for “Yes” or if more than 2 such instances

18. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

“No” = 5 points “Yes” = subtract 5 points

19. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☐ No

“No” = 5 points “Yes” = subtract 5 points

20. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

“No” = 5 points “Yes” = subtract 5 points

22. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last five (5) years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

_____ %

5 points if the rate is no more than one per cent

3 points if the rate was no higher than 1.10 per cent

0 points for any other answer

24. During the last ten (10) years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

“No” = 5 points “Yes” = 0 points

Questions about compliance with safety, workers compensation, prevailing wage and apprenticeship laws.

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

Section C

(8 questions)

25. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past ten (10) years?
NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If the firm’s average gross revenue for the last three years was less than \$50 million, scoring is as follows:

5 points for either “No” or “Yes” indicating 1 such instance

3 points for “Yes” indicating 2 such instances

0 points for “Yes” if more than 2 such instances

If the firm’s average gross revenue for the last three years was more than \$50 million, scoring is as follows:

5 points for either “No” or “Yes” indicating 1, 2, or 3 such instances

3 points for “Yes” indicating either 4 or 5 such instances

0 points for “Yes” if more than 5 such instances

26. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past ten (10) years?
NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If the firm’s average gross revenue for the last three years was less than \$50 million, scoring is as follows:

5 points for either “No” or “Yes” indicating 1 such instance

3 points for “Yes” indicating 2 such instances

0 points for “Yes” or if more than 2 such instances

If the firm’s average gross revenue for the last three years was more than \$50 million, scoring is as follows:

5 points for either “No” or “Yes” indicating 1, 2, or 3 such instances

3 points for “Yes” indicating either 4 or 5 such instances

0 points for “Yes” if more than 5 such instances

27. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past ten (10) years?

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If the firm's average gross revenue for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance

3 points for "Yes" indicating 2 such instances

0 points for "Yes" or if more than 2 such instances

If the firm's average gross revenue for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances

3 points for "Yes" indicating either 4 or 5 such instances

0 points for "Yes" if more than 5 such instances

28. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

3 points for an answer of once each week or more often

0 points for any other answer

29. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

5 points for three-year average EMR of .95 or less

3 points for three-year average of EMR of more than .95 but no more than 1.00

0 points for any other EMR

30. Within the last ten (10) years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

☐ Yes ☐ No

5 points for either “No” or “Yes” indicating 1 such instance

0 points for any other answer

31. Has there been any occasion during the last ten (10) years in which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the **State’s** prevailing wage laws?

☐ Yes ☐ No

If your firm’s average gross revenue for the last three years was less than \$50 million, scoring is as follows:

5 points for either “No,” or “Yes” indicating either 1 or 2 such instance

3 points for “Yes” indicating 3 such instances

0 points for “Yes” and more than 3 such instances

If your firm’s average gross revenue for the last three years was more than \$50 million, scoring is as follows:

5 points for either “No” or “Yes” indicating no more than 4 such instances

3 points for “Yes” indicating either 5 or 6 such instances

0 points for “Yes” and more than 6 such instances

32. During the last ten (10) years, has there been any occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **Federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If your firm’s average gross revenue for the last three years was less than \$50 million, scoring is as follows:

5 points for either “No,” or “Yes” indicating either 1 or 2 such instance

3 points for “Yes” indicating 3 such instances

0 points for “Yes” and more than 3 such instances

If your firm’s average gross revenue for the last three years was more than \$50 million, scoring is as follows:

5 points for either “No” or “Yes” indicating no more than 4 such instances

3 points for “Yes” indicating either 5 or 6 such instances

0 points for “Yes” and more than 6 such instances

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

ATTACHMENT A

PROJECT RENDERINGS



PERSPECTIVE VIEW
CORNER OF 160TH ST AND LA SALLE AVE



07/06/2022



CONCEPTUAL RENDERINGS
COMMUNITY AQUATICS & SENIOR CENTER
CITY OF GARDENA, CALIFORNIA



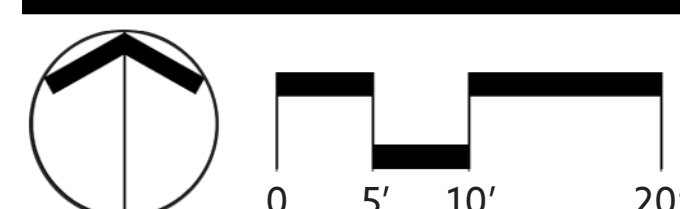
AQUATIC CENTER ENTRY



POOL DECK / SHADE STRUCTURES



07/06/2022





POOL DECK



EAST ELEVATION / COURTYARD ENTRANCE
VIEW FROM HARVARD BLVD



07/06/2022



CONCEPTUAL RENDERINGS
COMMUNITY AQUATICS & SENIOR CENTER
CITY OF GARDENA, CALIFORNIA



COURTYARD



OUTDOOR FITNESS AREA



PLAN VIEW

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

ATTACHMENT B

Copy of City Standard Contract

CONTRACT DOCUMENTS (CD)

[PROJECT NAME]

PROJECT NO. _____ JN [###]

**To be Submitted
within twenty-one (21) calendar days**

**AFTER
Award of Contract**

CONTRACT DOCUMENT

PROJECT NO. JN ###

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between CITY OF GARDENA in the State of California, hereinafter referred to as "CITY" and _____, hereinafter referred to as "CONTRACTOR."

The City and the Contractor mutually agree as follows:

ARTICLE I.

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees to perform and complete in a good and workmanlike manner all work required by the Contract Documents for City Project No. JN, which is described as follows:

Title: [PROJECT TITLE]

Said work shall be performed in accordance with the Plans, Specifications and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefor, except such labor, materials, equipment and services as are provided in the Contract Documents to be furnished by City.

This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

ARTICLE II.

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefor, the contract sum set forth in the Bidding Schedule. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III.

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the City and the Contractor, are enumerated as follows: Proposal Documents, including the Notice Inviting Bids, Instructions to Bidders, Bidding Schedule, Bidder's Declaration, Designation of Subcontractors, Bidder's Assurance, and Fair Employment Practices documents; this Agreement; Standard Specifications; Special Provisions; Technical Provisions; Drawings; Plans; and all addenda issued prior to and all modifications issued after the execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV.

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether City or Contractor, executes said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

CITY

CONTRACTOR

By: _____
MAYOR (Sign)

By: _____
Sign / Title

Date: _____
SEAL

Date: _____

Attest:
By: _____
CITY CLERK (Sign)

Attest: (Contractor)
By: _____
Sign / Title

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY (Sign)

Date: _____

CONTRACT DOCUMENT

PROJECT NO. JN ###

FAITHFUL PERFORMANCE BOND

WHEREAS, the City of Gardena has awarded to _____, hereinafter designated as the "Principal", a Contract for:

PROJECT: [PROJECT TITLE]

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, _____
as Principal, and _____
as Surety, are held and firmly bound unto the City in the sum of _____

Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay all court costs and reasonable attorneys' fees to the City of Gardena in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

This bond shall remain in full force and effect for a warranty period of one full year after acceptance of the job by the City.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and

Surety named herein, on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

[PRINCIPAL]

By _____

Title _____

Signature

[SURETY]

By _____

Title _____

Address _____

Phone No. _____

Signature

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

CONTRACT DOCUMENT

PROJECT NO. JN ###

PAYMENT BOND

WHEREAS, the City of Gardena has awarded to _____, as Contractor, a contract for the work described as follows:

PROJECT: [PROJECT TITLE]

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of _____ Dollars (\$_____) this amount being not less than one hundred percent (100%) of the total Contract price, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, or any other amounts due to persons under any applicable project contract or law, with respect to such work and labor, then the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay all court costs and reasonable attorneys' fees to the plaintiff(s) and City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

This bond shall remain in full force and effect for six full months after the period in which verified claims may be filed as provided for in Section 3184 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____ 20____.

[PRINCIPAL]

By _____

Title _____

Signature

[SURETY]

By _____

Title _____

Address _____

Phone No. _____

Signature

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

CONTRACT DOCUMENT

PROJECT NO. JN ###

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

DATED: _____

CONTRACTOR

By _____
Signature

Title

ATTEST:

By _____
Signature

Title

CONTRACT DOCUMENT

PROJECT NO. JN ###

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

[PROJECT TITLE]

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Gardena and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Company/Contractor _____

Name & Title _____

Signature & Date _____

CONTRACT DOCUMENT

PROJECT NO. JN ###

INSURANCE

CERTIFICATION OF INSURANCE (COI) SHALL BE SUBMITTED BY THE CONTRACTOR

- 1. COMMENCEMENT OF WORK.** Contractor shall not be authorized to commence Work under this Contract until it has obtained approved insurance. Before beginning Work hereunder, during the entire period of this Contract, for any extensions hereto, and for periods after the end of this Contract as may be indicated below, Contractor must have and maintain in place not less than the insurance coverages required in this Section at his sole cost and expense. Contractor's insurance shall comply with all items specified by this Contract. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Contractor's insurance may cover all subcontractors. The insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.
- 2. 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.
- 3. COVERAGES, LIMITS AND POLICY REQUIREMENTS.** Contractor shall maintain the types of coverages indicated below:
- 4. COMPREHENSIVE GENERAL LIABILITY INSURANCE.** A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) aggregate.
- 5. 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 minimum auto insurance coverage shall be one million dollars (\$1,000,000) combined single limit per accident.
- 6. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.** A policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars (\$1,000,000) 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.

In accordance with the provisions of section 1860 of the California Labor Code, Contractor's attention is directed to the requirement that in accordance with the provisions of section 3700 of the California Labor Code, Contractor and every subcontractor will be required to secure the payment of compensation of his or her employees, or obtain a certificate of

consent to self-insurance by the Director of Industrial Relations in accordance with the requirements of Section 3700 of the California Labor Code.

In accordance with the provisions of section 1861 of the California Labor Code, Contractor shall sign and file with the awarding body the following certification prior to performing any work on the Project:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

7. POLICY REQUIREMENTS. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

- (i) City and its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy as respects liabilities arising out of the performance of any work done under the Contract.
- (ii) The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.
- (iii) For any claims with respect to the Project covered by this Contract, Contractor's insurance coverage shall be primary insurance as respects City and its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City and its elected and appointed officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (iv) The policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

8. COURSE OF CONSTRUCTION INSURANCE. Contractor shall provide course of construction insurance covering for "all risks" of loss in the amount of the completed value of the Work. The City shall be named as a loss payee and the insurer shall waive all rights of subrogation against the City. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to the City. Course of Construction Insurance may be provided for each separate Phase.

9. ADDITIONAL REQUIREMENTS. The procuring of required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. City shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Contractor shall be deemed in default hereunder.

10. DEDUCTIBLES. Any deductible or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of the City, 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 Contractor); or Contractor shall provide satisfactory financial guarantee for payment

of losses and related investigations, claim administration and defense expenses in the amount of any deductibles or self-insured retentions.

11. VERIFICATION OF COMPLIANCE. Contractor shall furnish City with the required endorsements attached hereto. All documents 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 Contract, Contractor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Contractor shall provide full copies of any requested policies to City within three (3) days of any such request by City.

12. TERMINATION FOR LACK OF REQUIRED COVERAGE. If Contractor, for any reason, fails to have in place, at all times during the term of this Contract, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Contractor's expense and/or terminate this Contract. Contractor shall indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents and volunteers from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain any insurance required by this Contract.

13. EQUIPMENT COVERAGE. Any policy or policies of insurance Contractor or his subcontractors elect to carry as insurance against loss or damage to construction equipment and tools or other personal property shall include a provision waiving the insurer's right of subrogation against City.



PART I

	Bernards	Score	CA Comm Pools	Score	Morillo	Score	Swinerton Builders	Score	Woodcliff	Score
1 Contractor possesses a valid and current Class "A" or "B" General Engineering Contractor's License for this project for which it intends to submit a bid.	Y		Y		Y		Y		Y	
	#302007 (A,B)		#45172 (B, C53)		#326965 (A,B)		#000092 (A.B,*)		#719883 (A.B)	
2 Contractor has (or can provide proof that they can obtain with 10 days prior to award) an insurance policy(ies) consistent with Attachment C "City of Gardena Insurance Requirements	Y		Y		Y		Y		Y	
3 Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.	Y		Y		Y		Y		Y	
4 Have you attached your latest copy of a <u>reviewed</u> or <u>audited</u> financial statement with accompanying notes and supplemental information.	Y		Y		Y		Y		Y	
5 Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that your current bonding capacity is \$15,000,000 for this project and \$30,000,000 aggregate, should you be selected	Y		Y		Y		Y		Y	
6 Contractor has completed at least three (5) comparable projects in the last ten (10) years?	Y		Y		Y		Y		Y	
7 Contractor has (or can provide proof that they can obtain within 10 days prior to award) a professional liability (Errors and Omissions) insurance policy wit a policy limit of at least \$1,000,000 per occurrence in addition to the insurance requirements referenced in question #2 above.	Y		Y		Y		Y		Y	
8 Has you contractor's licence been revoked at any time in the last ten (10) years?	N		N		N		N		N	
9 Has a surety firm completed, or is in the process of completing, a contract on your behalf or paid for completion because your firm was default terminated by the project owner withing the last ten (10) years?	N		N		N		N		N	

10	At the time of submitting this prequalification form, is your firm ineligible to bid on or be awarded any local, state or federal public works contracts, or perform as a subcontractor on any such pulic works contract, pursuant to either Labor Code section 1777.1 or Labor Code 1777.7 o any other local, state or federal law or regulation?	N		N		N		N		N	
11	At any time during the last ten (10) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract	N		N		N		N		N	
12	In the last ten (10) years has your firm been denied an award of a publicd works contract based on a finding by a public agency that your company was not a responsible bidder	N		N		N		N		N	
Results		PASS		PASS		PASS		PASS		PASS	

PART II

Section A													
1a	Date incorporated / Formation / Commencement of Business			12/4/1974		12/4/1981		1/3/2000		5/22/1908		12/11/1995	
1b	Under the laws of State			CA		CA		CA		CA		CA	
1c	Officer or 10% owner Name			David Cavecche		E. Lee Jackson (50%) David Jackson (50%)		Antoine Morillo (51%) Pierre Morillo (49%)		Eric Foster		Mohmad Tabrizi	
1d	Associated Construction firm			N/A		Walton Construction		N/A		N/A			
Section B Questionnaire													
1	Has there been any change in ownership of the firm at any time during the last (5) years?			Y		N		N		N		N	
2	Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?			N		Y		N		Y Swinerton Inc.		N	
3	Are any corporate officers, partners or owners connected to any other construction firms.			N		Y		N		N		N	
4	State your firm's gross revenues for each of the last three years:												
	2020			\$ 681,861,000		\$ 46,727,023		\$ 24,716,446		\$ 4,597,405		\$ 12,694,458	
	2021			\$ 495,977,000		\$ 35,852,089		\$ 27,606,741		\$ 3,035,935		\$ 11,287,976	
	2022			\$ 488,715,000		\$ 45,607,938		\$ 22,305,490		\$ 3,423,491		\$ 11,733,111	
5	How many years has your organization been in business in California as a contractor under your present business name and license number?			49 5		43 5		47 5		135 5		27 5	
6	Was your firm in backruptcy at any time during the last ten (10) years			N 5		N 5		N 5		N 5		N 5	
7	List all California construction license numbers, classifications and expiration dates of California Contractor Licenses held by your firm:			302007- A, B		415172 - B & C53		326965 (A,B)		#92 (A,B,*) * multiple C licenses		#719883 (A,B)	
8	If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.			Gregory G Bernards, Jeff G Bernards, Andrew J Buerk, Michael C Turl		E. Lee Jackson		Antoine Morillo		Antoine Morillo		Mohamad S Tabrizi	
9	Has your firm changed names or license number in the past (10) years?			N		N		N		N		N	
10	Has any owner, partner or (for corporations:) officer of your firm operated a construction firm under any other name in the last (10) years?			N		N		N		N		N	

11	Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last ten years?	N	5	N	5	N	5	N	5	N	5
12	At any time in the last (10) years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?	N	5	N	5	N	5	N	5	N	5
13	In the last (10) years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?	N	5	N	5	N	5	N	5	N	5
14	In the past (10) years has any claim <u>against</u> your firm concerning your firm's work on a construction project been <u>filed in court or arbitration</u> ?	Y		N	5	N	5	Y	0	N	5
15	In the past (10) years has your firm made any claim against a project owner concerning work on a project or payment for a contract and <u>filed that claim in court or arbitration</u> ?	N	5	N	5	Y	5	Y	0	N	5
16	At any time during the past (10) years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?	N	5	N	5	N	5	N	5	N	5
17	In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?	N	5	N	5	N	5	N	5	N	5
18	Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?	N	5	N	5	N	5	N	5	N	5
19	Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?	N	5	N	5	N	5	N	5	N	5
20	Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?	N	5	N	5	N	5	N	5	N	5
21	Bonding Capacity	300,000,000		60,000,000		110,000,000 150,000,000		6,000,000,000		70,000,000	
	Name of Surety agent	Liberty Mutual Surety Group		Sompo Int'l Endurance		Old Republic Surety Co.		Zurich American		Nationwide Mutual Insurance Co	

22	If your firm was required to pay a premium of more than 1% for a performance and payment bond on any project(s) on which your firm worked at any time during the last (5) years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so	N	5	N	5	N	5	N	5	N	5
23	List all other sureties that have written bonds for your firm during the last (5) years. <div>Dates</div>	None		Arch Insurance Co.		Everest Reinsurance 10/18 - 5/21 Great American Ins Group 12/14 - 10/18				Developers Surety & Indemnity Co.	
24	During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?	N	5	N	5	N	5	N	5	N	5
PART II Section B Score			65		70		70		60		70
Minimum Passing Score			51		51		51		51		51
Results		PASS		PASS		PASS		PASS		PASS	
Section C Questionnaire											
25	Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past (10) years?	N	5	N	5	N	5	Y	5	N	5
26	Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past (10) years?	N	5	N	5	N	5	Y	5	N	5
27	Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past (10) years?	N	5	N	5	N	5	N	5	N	5
28	How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?	Weekly	3	Weekly	3	Weekly	3	Weekly	3	Weekly	3
29	List your firm’s Experience Modification Rate (EMR) (California workers’ compensation insurance) for each of the past three premium years	Average		Average		Average		Average		Average	
		0.65	5	0.78	5	0.81	5	0.57	5	0.00	5
	2022	0.58		0.84		0.84		0.58		DNQ	
	2021	0.68		0.76		0.81		0.58		DNQ	
	2020	0.68		0.75		0.79		0.56		DNQ	
30	Within the last (10) years has there ever been a period when your firm had employees but was without workers’ compensation insurance or state-approved self-insurance?	N	5	N	5	N	5	N	5	N	5

31	Has there been more than one occasion during the last (10) years in which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the state’s prevailing wage laws?	N5	N5	N5	Y3	N5
32	During the last (10) years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?	N5	N5	N5	N5	N5
PART II Section C Score		38	38	38	36	38
Minimum Passing Score		27	27	27	27	27
Results		PASS	PASS	PASS	PASS	PASS

PART III PROJECT EXPERIENCE

Questions concerning recent construction projects completed						
COMPARABLE EXPERIENCE						
1	5 Recent Projects	Y	Y	Y	Y	Y
2	Within Last 10 years	Y	Y	Y	Y*	N
3	\$10,000,000 min.	Y	N/A	N	Y	Y
4	(3) Aquatic Facilities	Y	Y	Y	Y	Y
5	(2) 2 Story Construction	Y	N/A	N	Y	Y
6	Aquatics Subcontractor		Y (self)	Y (Nadar)	Y	Y (CaCommP)
7	Concrete Pool Deck Subcontractor		Y (self)	Y (Nadar)	Y	Y (CaCommP)

OVERALL RESULTS

PASS	PASS	PASS	PASS	FAIL
	Pool Sub & Pool Deck Sub Only, NOT GC	Morillo had a claim against an owner - Part 2, Question 15	Swinerton is more than capable, but one project was listed as anticipated completion in 2014, but listed the actual completion in 2012 - need to verify with Swinerton	Projects listed were more than 10 years ago



PREQUALIFICATION FOR

GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT

JN 978

City of Gardena

Attn: Kevin Kwak, Assistant Public Works Director

1700 W. 162nd Street,
Gardena, CA 90247

April 13, 2023



TABLE OF CONTENTS

1 Prequalification Questionnaire

2 Attachments

Attachment 1 - Audited Financial Statement

Attachment 2 - Letter of Bondability

Attachment 3 - Ownership Information

Attachment 4 - Subsidiary, Parent, Holding Company, or Affiliate

Attachment 5 - Licenses

Attachment 6 - Owner Filed Claims

Attachment 7 - Swinerton Builder Filed Claims

Attachment 8 - Citations

Attachment 9 - Prevailing Wage

Attachment 10 - Organizational Resources

1 Prequalification Questionnaire



CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

All financial and proprietary information provided by prospective contractors will be kept confidential to the extent permitted by law. However, by submitting the pre-qualification packet, the Contractor agrees that the contents of the submittal may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, or in any appeal hearing. Also, the names of prospective contractors applying for pre-qualification status will be subject to disclosure.

APPEALS PROCEDURE

Any contractor who the City determines to not pass the pre-qualification process shall have the right to request review of the determination. The contractor shall request review by delivering to the Director of the City's Department of Public Services a written notice requesting a review. The contractor shall deliver such written notice to the Director within five (5) business days of being notified that the Contractor has been determined not to be qualified and the basis for the determination. The Contractor waives its right to challenge the City's decision if it fails to deliver the notice within the five (5) business days.

The Director or their designee shall conduct a determination hearing no later than ten (10) business days following receipt of the contractor's written notice. The hearing conducted by the Director shall be informal but will be an evidentiary hearing. At the hearing, the Contractor will be given the opportunity to present information and present reasons in opposition to the determination. The Director shall consider all evidence, information and arguments submitted by the contractor relevant to the City's determination, the City's response to such evidence, information and arguments, and any other information the Director deems relevant. Promptly following the hearing, the Director shall issue a written decision whether the contractor is qualified or not qualified.

Following the hearing, the contractor may further appeal to the City Manager of the City of Gardena a decision by the Director that the Contractor is not qualified. The Contractor must request a hearing before the City Manager by delivering to the City Clerk, with a copy to the Director, a written notice of appeal. The contractor must deliver the written notice of appeal within five (5) business days of the date of the Director's notice that the contractor is not qualified. The contractor waives its right to challenge the Director's decision if it fails to deliver the notice within the five (5) business days.


The City Manager shall hold a de novo hearing within ten (10) days of Contractor's written notice of appeal. The City Manager shall uphold or reverse the Director's decision based on the entire record, including the information and evidence presented to the Director and any additional information and evidence received by the City Manager at the hearing.

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

Acknowledgement and acceptance of terms of appeals procedure described above:

Swinerton Builders
Contractor

Besim Fejzagic
Printed Name


Signature

Operations Manager
Title

04/13/2023
Date

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

The undersigned certifies that the statements and information contained in this submittal are complete and accurate and that the submittal contains no false or deliberately misleading information. The undersigned hereby agrees and declares that receipt of this submittal by the City of Gardena does not constitute either a direct or implied guarantee to the Contractor that pre-qualification is or will be granted and also agrees to the procedures and conditions of the pre-qualification requirements described in the Pre-Qualification Document.

- (1) Legal Name of Applicant (Contractor) Swinerton Builders
- (2) Address of Applicant (Contractor) 1150 S. Olive Street, 27th Street
Los Angeles, CA 90015
- (3) Phone Number 213.896.3400 Fax 887.349.3101
Email BFejzagic@swinerton.com
- (4) Applicant is a ☒ Corporation () Partnership () Sole Proprietorship () Joint Venture
- (5) If Contractor is a Corporation, name the State of Incorporation California
- (6) Total number of years the Contractor has been contracting 135
- (7) Total number of years the Contractor has been in construction 135
- (8) Banking institution authorized to provide corroboration of applicant's financial stability:
Name: City National Bank
Address: 2001 North Main Street, Ste 200, Walnut Creek, CA 94596
Contact: Brian R. Jones Telephone 415.576.2550
- (9) Execution: Besim Fejzagic
Operations Manager 

The undersigned is a legally authorized representative of the Contractor. The legal name of the Contractor is Swinerton Builders

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

State of California

Contractor's License Number: 92

Type: General Contractor's License

Expiration: 08/31/2023

Besim Fejzagic, being first duly sworn, says that all statements and information contained in this Submittal are complete and accurate and that this Submittal contains no false or deliberately misleading information.

Swinerton Builders

Contractor

Besim Fejzagic

Printed Name

Signature

Operations Manager

Title

Subscribed and sworn to before me this 10th day of April, 20 23



Notary Public in and for the State of California
Residing at Santa Ana
Expiration Date: March 19, 2026

CRISTINA VALENTIN, NOTARY PUBLIC

END OF FORM

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

PART I: ESSENTIAL REQUIREMENTS FOR QUALIFICATION

IMPORTANT NOTE:

Contractor may be immediately disqualified if the answer to any of questions 1 through 7 is “no.”

Contractor will be immediately disqualified if the answer to any of questions 8 through 12 is “yes.” If the answer to question 10 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Class “A” and/or “B” General Contractor’s License in good standing for this project for which it intends to submit a bid.
☒ Yes ☐ No
2. Contractor has (or can provide proof that they can obtain within ten (10) business days prior to award) an insurance policy(ies) consistent with Attachment C “City of Gardena – Insurance Requirements”.
☒ Yes ☐ No
3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
☒ Yes ☐ No
4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?
☒ Yes ☐ No [See Tab 2. Attachment 1_Audited Financial Statement](#)

NOTE: A financial statement that is not either reviewed or audited by a Certified Public Accountant (CPA) is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California), which states that your current bonding capacity is at least \$15,000,000 for this project, and \$30,000,000 aggregate, should you be selected?¹
☒ Yes ☐ No [See Tab 2. Attachment 2_Letter of Bondability](#)

NOTE: Notarized statement must be from Surety Company, not an agent or broker.

¹ An additional notarized statement from the surety may be requested by the City of Gardena at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

6. Contractor has completed at least five (5) comparable projects in the last ten (10) years? See Part III: Similar Project Experience Questionnaire for criteria.

☒ Yes ☐ No

7. Contractor has (or can provide proof that they can obtain within ten (10) business days prior to award) a professional liability (Errors & Omissions) insurance policy with a policy limit of at least \$1,000,000 per occurrence in addition to insurance requirements referenced in question #2 above.

☒ Yes ☐ No

8. Has your contractor's license been revoked at any time in the last ten (10) years?

☐ Yes ☒ No

If yes, please explain why: _____

9. Has a surety firm completed, or is in the process of completing, a contract on your behalf, or has paid for completion because your firm was default terminated by the project owner within the last ten (10) years?

☐ Yes ☒ No

10. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded any local, state or federal public works contracts, or perform as a subcontractor on any such public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7 or any other local, state or federal law or regulation?

☐ Yes ☒ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

Starting _____ Ending _____

11. At any time during the last ten (10) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☒ No

12. In the last ten (10) years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☒ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

PART II: QUESTIONNAIRE

Section A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated: 05/22/1908
- 1b. Under the laws of what state: California
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation's stock.

Name	Position	Years with Co.	% Ownership	Social Security #
See Tab 2. Attachment 3_Ownership Information				

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner, or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm
Not Applicable		

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

For Firms That Are Partnerships:

- 1a. Date of formation: Not Applicable
- 1b. Under the laws of what state: Not Applicable
- 1c. Provide all the following information for each partner who owns ten percent (10%) or more of the firm.

Name	Position	Years with Co.	% Ownership	Social Security #
Not Applicable				

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company
Not Applicable		

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business: Not Applicable
- 1b. Social security number of company owner: Not Applicable
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company
Not Applicable		

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture: Not Applicable
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one (1) or more projects:

Name of firm	% Ownership of Joint Venture
Not Applicable	

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

Section B. History of the Business and Performance

1. Has there been any change in ownership of the firm at any time during the last ten (10) years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☒ No

If "yes," explain on a separate signed page.

2. Is the firm a subsidiary, parent, holding company, or affiliate of another construction firm?

NOTE: Include descriptive and background information about other firms if one firm owns fifty percent (50%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☒ Yes ☐ No See Tab 2. Attachment 4_Sub subsidiary, Parent, Holding Company, or Affiliate

If "yes," explain on a separate signed page.

3. Are any corporate officers, partners or owners connected to any other construction firms?

NOTE: Include descriptive and background information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☒ No

If "yes," explain on a separate signed page.

4. State your firm's gross revenue for each of the last three (3) years:

2020	2021	2022
<u>\$4,597,405.00</u>	<u>\$3,035,935.00</u>	<u>\$3,423,491.00</u>

5. How many years has your organization been in business in California as a contractor under your present business name and license number? 135 Years

6. Was your firm in bankruptcy at any time during the last ten (10) years?

☐ Yes ☒ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or any other document that ended the case, if no discharge order was issued.

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

Licenses

7. List all California construction license numbers, classifications and expiration dates of the California Contractor Licenses held by your firm:

See Tab 2. Attachment 5_Licenses

8. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the California Contractors State License Board (CSLB) records who meet(s) the experience and examination requirements for each license.

See Tab 2. Attachment 5_Licenses

9. Has your firm changed names or license number in the past ten (10) years?

☐ Yes ☒ No

If "yes," explain on a separate signed page, including the reason for the change.

10. Has any owner, partner, or (for corporations) officer of your firm operated a construction firm under any other name in the last ten (10) years?

☐ Yes ☒ No

If "yes," explain on a separate signed page, including the reason for the change.

11. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last ten (10) years?

☐ Yes ☒ No

If "yes," please explain on a separate signed sheet.

Disputes

12. At any time in the last ten (10) years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

☐ Yes ☒ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

13. In the last ten (10) years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☒ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

* * * * *

NOTE: The following two (2) questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$10,000.

14. In the past ten (10) years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration?**

☒ Yes ☐ No [See Tab 2. Attachment 6_Owner Filed Claims](#)

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

15. In the past ten (10) years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration?**

☒ Yes ☐ No [See Tab 2. Attachment 7_Swinerton Builders Filed Claims](#)

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

* * * * *

16. At any time during the past ten (10) years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☒ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

17. In the last ten (10) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

18. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

19. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☒ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

20. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

Bonding

21. Bonding capacity: \$6 Billion

Provide documentation from your surety identifying the following:

Name of bonding company/surety: Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.,
Zurich American Insurance Company, Liberty Mutual Insurance Company

Name of surety agent, address, and telephone number:

Zurich American Insurance Company 4 818.625.2311
Embarcadero Center, #3740 San Francisco, CA 94111

Liberty Mutual Insurance Company 818.625.2311
255 California St., Ste. 950 San Francisco, CA 94111

22. If your firm was required to pay a premium of more than one percent (1%) for a performance and payment bond on any project(s) on which your firm worked at any time during the last five (5) years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent (1%), if you wish to do so.

Not Applicable

23. List all other sureties (name and full address) that have written bonds for your firm during the last five (5) years, including the dates during which each wrote the bonds:

There have been no other sureties issuing bonds for Swinerton in over 15 years.

24. During the last ten (10) years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☒ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

Section C. Compliance with Regulatory Requirements

25. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past ten (10) years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☒ Yes ☐ No [See Tab 2. Attachment 8_Citations](#)

If “yes,” attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

26. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past ten (10) years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☒ Yes ☐ No [See Tab 2. Attachment 8_Citations](#)

If “yes,” attach a separate signed page describing each citation.

27. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past ten (10) years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☒ No

If “yes,” attach a separate signed page describing each citation.

28. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

[Weekly](#)

29. List your firm’s Experience Modification Rate (EMR) (California workers’ compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier.

Current year: [.58](#)

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

Previous year: .58

Year prior to previous year: .56

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

30. Within the last ten (10) years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☒ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage Compliance Record

31. Has there been any occasion during the last ten (10) years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **State's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☒ Yes ☐ No [See Tab 2. Attachment 9_Prevailing Wage](#)

If "yes", attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

32. During the last ten (10) years, has there been any occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **Federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☒ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

General Contractor Experience Requirements: Reference 1

Project Name: Fullerton Community Center

Location: Fullerton, CA

Owner: Griffin Structures, Inc.

Owner Representative, address, email and phone number: Roger Torriero
2 Technology Dr, Ste 150, Irvine, CA 92618
rtorriero@griffinholdings.net
949.497.9000

Architect or Engineer, address, email and phone number: Robert R. Coffee
1200 Quail Street, Suite 200, Newport Beach, CA 92660
robert@robertcoffeearchitects.com
949.760.8668

Description of Project, Scope of Work Performed:

The new 60,000-square-foot facility features a two-court gymnasium, an indoor six-lane pool, a multi-purpose main event room with a full commercial kitchen, arts and crafts rooms, meeting rooms, two computer rooms, a recreational hall, office space, a wellness center, and a 320-stall parking lot. The project is certified LEED Silver.

Percentage of Base Contract subcontracted: 87%

Total Value of Construction breakdown with initial contract award/final contract
sum: \$21,632,205

Original Scheduled Completion Date: 07/31/2014

Initial Contract time in days: 601 Time Extensions granted in Days: 0

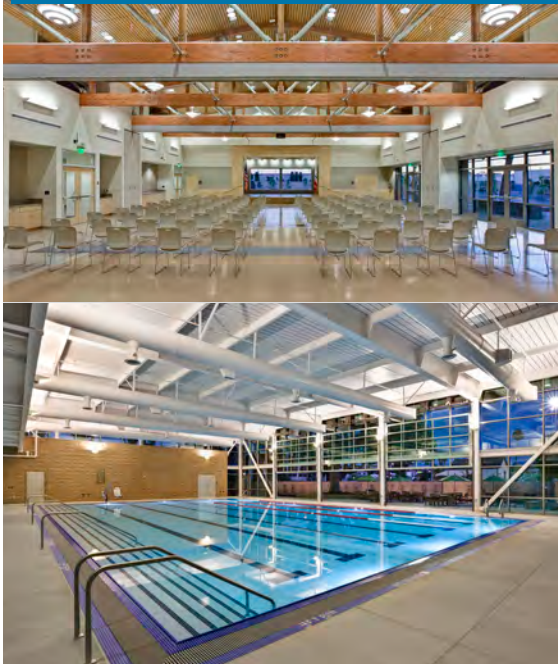
Days Liquidated damages assessed: 0

Actual Date of Completion: 10/05/2012

LEED (Yes / No): Yes

Fullerton Community Center

Fullerton, CA



Delivery Method
Design-Bid-Build

Firm Role
General Contractor

Completion Date
10/05/2012

Project Total Value
\$21,632,205

Client Reference
Roger Torriero
Chief Executive Officer
Griffin Structures, Inc.
949.497.9000
rtorriero@griffinholdings.net

Project Description

This 60,000-square-foot inter-generational community center combines the Fullerton Boys and Girls Club, the Fullerton Senior Center and the community recreational services programs into a single facility. Sited within the existing Amerige Park, the facility is divided into three wings, one for each to the major activity areas and is wrapped around an outdoor activity courtyard open to the surrounding park.

The new facility features a two-court gymnasium, an indoor six-lane pool, a multi-purpose main event room with a full commercial kitchen, arts and crafts rooms, meeting rooms, two computer rooms, a recreational hall, office space, a wellness center, and a 320-stall parking lot. The project is certified LEED Silver.

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

General Contractor Experience Requirements: Reference 2

Project Name: NexCore Vacavalley Wellness Center

Location: Vacaville, CA

Owner: NexCore Group, Inc.

Owner Representative, address, email, and phone number: John Lasell

1621 18th Street, Ste. 250, Denver, CO 80202

john.lasell@nexcoregroup.com

303.382.0171

Architect or Engineer, address, email and phone number: Tyler Krehlik

301 Battery Street, 4th Floor, SF, CA 94111

tyler.krehlik@smithgroup.com

415.254.5043

Description of Project, Scope of Work Performed:

This 108,916 SF integrated medical fitness center features a cancer center, medical and radiation oncology, imaging, physical therapy, orthopedics, cardiac rehab, diabetes / endocrinology dept. and a complete fitness center. Included is a state-of-the-art linear accelerator, PET/CT, X-Ray/Radiology, hot lab, DEXA bone density scanner, mammography and infusion dept. Also featured at the facility is an aquatic center with lap pool, general purpose pool, warm water therapy pool, whirlpool and indoor running track.

Percentage of Base Contract subcontracted: 73%

Total Value of Construction breakdown with initial contract award/final contract

sum: \$34,124,269

Original Scheduled Completion Date: 05/06/2016

Initial Contract time in days: 508 Time Extensions granted in Days: 21

Days Liquidated damages assessed: 0

Actual Date of Completion: 05/27/2016

LEED (Yes / No): No

NexCore Vacavalley Wellness Center

Vacaville, CA



Delivery Method
Design-Bid-Build

Firm Role
General Contractor

Completion Date
05/27/2016

Project Total Value
\$34,124,269

Client Reference
John Lasell
Executive VP Design & Construction
NexCore Group
303.382.0171
john.lasell@nexcoregroup.com

Project Description

This 108,916-square-foot integrated medical fitness center features a cancer center, medical and radiation oncology, imaging, physical therapy, orthopedics, cardiac rehab, diabetes/endocrinology department, and a complete fitness center. Included is a state-of-the-art linear accelerator, PET/CT, X-Ray/Radiology, hot lab, DEXA bone density scanner, mammography, and infusion department. Also featured at the facility is an aquatic center with a lap pool, general-purpose pool, warm water therapy pool, whirlpool, and indoor running track.

There were 57 concrete tilt panels lifted in a very compact space with little room to maneuver. The panels are just short of 50' tall, the heaviest with rigging weighing in at 235,000 lbs. There were nine critical lift panels, which required coordination.

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

General Contractor Experience Requirements: Reference 3

Project Name: North Valley YMCA Natatorium Expansion

Location: Northridge, CA

Owner: YMCA of Metropolitan Los Angeles

Owner Representative, address, email, and phone number: David Hartmine
4301 W 3rd St, Los Angeles, CA 90020

davidhartmine@ymcala.org

818.271.5053

Architect or Engineer, address, email, and phone number: Tom Webb

3220 Executive Rdg Ste 210, Vista, CA 92081

tom.webb@salasobrien.com

818.823.2585

Description of Project, Scope of Work Performed:

The YMCA's existing natatorium was expanded to add another indoor pool and spa. A design-build project in an occupied facility, the new pool totaled 2,870 square feet. The former parking lot was demoed prior to construction, with the new pool site receiving new underground utilities, new underground storm drains, new 30-ton dehumidifier, and new electrical to support the new pool equipment. The existing locker room was also renovated.

Percentage of Base Contract subcontracted: 100%

Total Value of Construction breakdown with initial contract award/final contract

sum: Confidential

Original Scheduled Completion Date: 05/12/2015

Initial Contract time in days: 283 Time Extensions granted in Days: 0

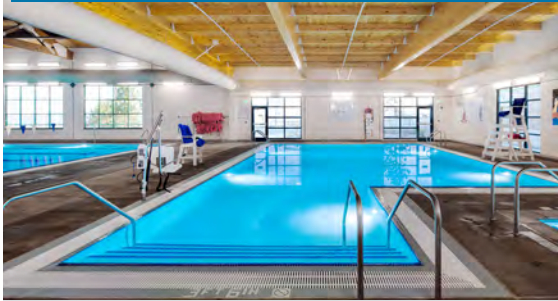
Days Liquidated damages assessed: 0

Actual Date of Completion: 07/31/2015

LEED (Yes / No): No

North Valley YMCA Natatorium Expansion

Northridge, CA



Project Description

This project is an expansion to an existing natatorium at the North Valley YMCA. The 35' by 45' pool was built in the area of the parking lot just uphill from the current pool. With warmer temperatures, it serves an additional 1,600 people per month with Arthritic Aquafit, mommy and me swim classes, and beginning swim classes for young swimmers. A spa was also included in project scope.

The existing six-lane pool, which is heated to 85 degrees, continues to serve members with lap swimming and the remaining classes. The project team ensured little impact to the use of the existing pool during construction.

This expansion is Phase 2 of a four phase expansion. Phase 1 included the parking lot expansion and Limekiln Trailhead located just downhill from the parking lot. Future phases include a new three story, 11,000-square -foot youth and family fitness center.

Delivery Method

Design-Bid-Build

Firm Role

General Contractor

Completion Date

07/31/2015

Project Total Value

Confidential

Client Reference

David Hartmire
Sr. Executive Director
YMCA of Metropolitan Los Angeles
818.271.5053
davidhartmire@ymcala.org

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

General Contractor Experience Requirements: Reference 4

Project Name: Culver Studios Office Complex

Location: Culver City, CA

Owner: Hackman Capital Partners

Owner Representative, address, email, and phone number: Antony Biddle

3423 W Jefferson Blvd, Suite C, Los Angeles, CA 90018

abiddle@pacifiedgeprojects.com

310.694.6020

Architect or Engineer, address, email and phone number: Melvin Guieb

45 Fremont Street, Suite 1500, San Francisco, CA 94105-2214

melvin_guieb@gensler.com

213.327.3831

Description of Project, Scope of Work Performed:

The project features four new four-story office buildings totaling 473,457 square feet, set over one level of below-grade parking with 836 stalls. The buildings also include 45,000 square feet of retail and restaurant space, along with a public plaza. Set on a very constrained site, several of the surrounding stages and buildings were demolished prior to construction.

Percentage of Base Contract subcontracted: 88.4%

Total Value of Construction breakdown with initial contract award/final contract

sum: \$271,818,986

Original Scheduled Completion Date: 03/10/2021

Initial Contract time in days: 930 Time Extensions granted in Days: 148

Days Liquidated damages assessed: 0

Actual Date of Completion: 08/05/2022

LEED (Yes / No): Yes

Culver Studios Office Complex

Culver City, CA



Delivery Method
Design-Bid-Build

Firm Role
General Contractor

Completion Date
08/05/2022

Project Total Value
\$271,818,986

Client Reference
Antony Biddle
Principal
Pacific Edge Projects
310.694.6020
abiddle@pacifiedgeprojects.com

Project Description

The Culver Studios Office Complex features four new four-story office buildings totaling 473,457 square feet. It is set over one level of below-grade parking with 836 stalls. Located at Culver Studios' 14-acre occupied campus, it is set on a very constrained site with limited access. In addition to the office space, the development includes 45,000 square feet of retail and restaurant space, along with a public plaza for outdoor movies and special events.

The project provides the confidential client with a new space for their production company, their video and advertising departments, and film website. The project also includes a design-build, cast-in-place parking structure. The 1,300-stall standalone structure has three levels below-grade and six levels above-grade, totaling 465,675 square feet. It features a multi-colored exterior aluminum screen palate to blend into the natural environment. Swinerton is self-performing the entire concrete scope of work on the parking structure, as well as the structural concrete for the office buildings and podium deck. Swinerton is also self-performing drywall, toilet partitions/specialties, rough carpentry, and expansion joints.

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

General Contractor Experience Requirements: Reference 5

Project Name: Westfield Topanga Center Expansion

Location: Canoga Park, CA

Owner: Unibail-Rodamco-Westfield

Owner Representative, address, email, and phone number: Jeffrey Wuo
2049 Century Park E, Fl 41, Los Angeles, CA 90067
jeffrey.wuo@urw.com
213.216.2007

Architect or Engineer, address, email, and phone number: Jim Glina
190 North Orange St., Orange, CA 92866
jimg@aoarchitects.com
619.957.2567

Description of Project, Scope of Work Performed:

A structural steel building, the new three-story addition connects to the existing mall. Spaces include a new 32,000-square-foot food hall on the first level; new retail spaces on the first and second levels; and a new 54,000-square-foot AMC movie theater with 12 screens on the third level. Work also included upgrades to all existing restrooms; exterior upgrades; and new security systems. Prior to construction, Swinerton oversaw the major demolition of the 1960's-era Sears building.

Percentage of Base Contract subcontracted: 98%

Total Value of Construction breakdown with initial contract award/final contract sum: \$143,422,864

Original Scheduled Completion Date: 11/15/2021

Initial Contract time in days: 493 Time Extensions granted in Days: 130

Days Liquidated damages assessed: 0

Actual Date of Completion: TBD

LEED (Yes / No): Yes

Westfield Topanga Center Expansion

Canoga Park, CA



Project Description

New ground-up three-story addition connecting to the existing retail mall. New retail spaces on the first and second levels along with a new 32,000-square-foot food hall on the first level. In addition, the third level will feature a new 54,000-square-foot AMC movie theater with 12 screens. All restrooms and family lounges in the existing building will be upgraded; a new entry drive and valet drop-off will be added; and the existing exterior plaza will be upgraded. New lighting and security cameras will also be installed in the interior and on the exterior of both the new and existing buildings. Prior to construction, Swinerton also oversaw the major demolition of the 1960's-era Sears building.

Delivery Method

Design-Bid-Build

Firm Role

General Contractor

Completion Date

TBD

Project Total Value

\$143,422,864

Client Reference

Jeffrey Wuo
Vice President, Construction
Unibail-Rodamco-Westfield
jeffrey.wuo@urw.com
213.216.2007

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

SWIMMING POOL SUBCONTRACTOR EXPERIENCE REQUIREMENTS

Subcontractor certifies that it meets the qualifications and experience requirements established in Swimming Pool General Requirements, Section 13 11 00, as follows:

1. Subcontractor has derived 50% of its annual revenue from public-use swimming pool construction for each of the last five (5) years.
2. Subcontractor has, in the last five (10) years, constructed at least five (5) commercially designed municipal and public-use swimming pools, each of which have incorporated a minimum size of 5,000 square feet of water surface area (250,000 Gallons) with a concrete and ceramic tile perimeter overflow gutter and self-modulating balance tank.
3. The following list of projects meet the requirements of section (b) above and the contact as reference by the Contractor, the Awarding Authority of their agent or designee.

a. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

b. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

c. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

d. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

e. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____

**CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS**

Architect for Project: _____

CONCRETE POOL DECK SUBCONTRACTOR EXPERIENCE REQUIREMENTS

Swimming Pool Deck Subcontractor other than the swimming pool Subcontractor certifies that it meets the qualifications and experience requirements established in Swimming Pool General Requirements, Section 13 11 00, as follows:

1. Subcontract has, in the last five (10) years, constructed at least five (5) commercially designed cantilevered pool decks over perimeter gutters, each of which have incorporated a minimum size of 6,000 square feet of water surface area of the swimming pool.
2. The following list of projects meet the requirements of section (b) above and the contact as reference by the Contractor, the Awarding Authority of their agent or designee

a. Owner: _____
 Scope of Project: _____
 Contact Person: _____
 Phone Number: _____
 Architect for Project: _____

b. Owner: _____
 Scope of Project: _____
 Contact Person: _____
 Phone Number: _____
 Architect for Project: _____

c. Owner: _____
 Scope of Project: _____
 Contact Person: _____
 Phone Number: _____
 Architect for Project: _____

d. Owner: _____
 Scope of Project: _____
 Contact Person: _____
 Phone Number: _____
 Architect for Project: _____

e. Owner: _____
 Scope of Project: _____
 Contact Person: _____
 Phone Number: _____

CITY OF GARDENA
GARDENA COMMUNITY AQUATICS & SENIOR CENTER PROJECT, JN 978
REQUEST FOR PRE-QUALIFICATION OF GENERAL CONTRACTORS

Architect for Project: _____

PART IV ORGANIZATIONAL RESOURCES

Staff Roster/Functions

1. Contractor shall furnish an organization chart that includes all supervisory positions anticipated to be assigned to the Project. Indicate therein which ones are full time on site and which are part time.

List key members of your staff whom you consider candidates to be assigned to work as a full-time team member resident on this Project and complete all requested information as shown below.

Key, full-time candidate team members must include, without limitation:

1. Project Manager and 2. Superintendent. Use separate sheets of paper that contain all of the following information:

Name: See Tab 2. Attachment 10_Organizational Resources

Job Title: _____

Number of Years with Firm: _____

Proposed Function on the Project: _____

Number of Years in Current Position: _____

Number of Projects (in job function) Completed: _____

Number of Years in Construction Industry: _____

Minimum of two (2) projects, in a supervisory role, of similar type and scale as described in Section III: Similar Project Experience Questionnaire. On separate sheet provide project description, value, dates of construction, references and reference contact information for each project.

I, the undersigned, certify and declare that I have read all the foregoing answers to this pre-qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.



Signature

04/13/2023

Date

Besim Fejzagic

Print Name

2 Attachments



1 Audited Financial Statement





2001 Clayton Road, 7th Floor
Concord, CA 94520-2166
925.602.6400

swinerton.com

CA Lic N° 92

CONFIDENTIAL DOCUMENT

The following financial information is being provided to you for the purpose of evaluating Swinerton Builders' financial capability as it relates to your project. The data presented was derived from the books and records of the Company and is believed to fairly present the financial status of Swinerton Builders. By its acceptance hereof, you agree to keep all information received about the Company on a confidential basis and to use such information only for purposes of evaluating Swinerton Builders' financial capability. This information should not be copied or abstracted without the express permission of Swinerton Builders. All questions or contact about the information should be directed in the first instance to:

Brad Peterson
EVP, Chief Financial Officer
Swinerton Incorporated
2001 Clayton Road, Suite 700
Concord, CA 94520
(925) 602-6422

Maritza Zulueta
Controller
Swinerton Incorporated
2001 Clayton Road, Suite 700
Concord, CA 94520
(925) 349-2315

**SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON
INCORPORATED)**

CONSOLIDATED FINANCIAL STATEMENTS

YEAR ENDED DECEMBER 31, 2022



CPAs | CONSULTANTS | WEALTH ADVISORS

CLAconnect.com

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
TABLE OF CONTENTS
YEAR ENDED DECEMBER 31, 2022

INDEPENDENT AUDITORS' REPORT	1
CONSOLIDATED FINANCIAL STATEMENTS	
CONSOLIDATED BALANCE SHEET	3
CONSOLIDATED STATEMENT OF INCOME	4
CONSOLIDATED STATEMENT OF STOCKHOLDER'S EQUITY	5
CONSOLIDATED STATEMENT OF CASH FLOWS	6
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS	7



INDEPENDENT AUDITORS' REPORT

Board of Directors and Stockholder
Swinerton Builders
Concord, California

We have audited the accompanying consolidated financial statements of Swinerton Builders, which comprise the consolidated balance sheet as of December 31, 2022, and the related consolidated statements of income, stockholder's equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Swinerton Builders as of December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are required to be independent of Swinerton Builders and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 2 to the consolidated financial statements, in 2022 the Company adopted new accounting guidance for leases. The guidance requires lessees to recognize a right-of-use asset and corresponding liability for all operating and finance leases with lease terms greater than one year. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Swinerton Builders' ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Swinerton Builders' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Swinerton Builders' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



CliftonLarsonAllen LLP

Walnut Creek, California
April 7, 2023

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 380,510
Restricted Cash and Cash Equivalents	29,709
Receivables, Net	599,430
Receivables Due from Parent and Affiliates	281,806
Contract Assets	263,584
Deferred Contract Costs	12
Other Prepaid Expenses and Refundable Deposits	490
Investments in Unconsolidated Joint Ventures	8,199
Total Current Assets	<u>1,563,740</u>

NONCURRENT ASSETS

Property and Equipment, Net	19,086
Operating Leases - Right-of-Use Assets, Net	<u>24,086</u>
Total Assets	<u><u>\$ 1,606,912</u></u>

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES

Payables	\$ 764,904
Payables Due to Parent and Affiliates	13,023
Contract Liabilities	112,479
Accrued Liabilities	80,924
Operating Lease Liabilities, Short-Term	5,668
Total Current Liabilities	<u>976,998</u>

LONG-TERM LIABILITIES

Operating Lease Liabilities, Long-Term	21,087
Deferred Income Taxes	1,215
Total Liabilities	<u>999,300</u>

STOCKHOLDER'S EQUITY

Capital Stock	921
Additional Paid-In Capital	17,668
Retained Earnings	589,011
Total Swinerton Builders' Equity	<u>607,600</u>
Noncontrolling Interests	12
Net Stockholder's Equity	<u>607,612</u>
Total Liabilities and Stockholder's Equity	<u><u>\$ 1,606,912</u></u>

See accompanying Notes to Consolidated Financial Statements.

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
CONSOLIDATED STATEMENT OF INCOME
YEAR ENDED DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

CONTRACT REVENUES	\$ 3,423,491
CONTRACT COSTS	<u>3,175,800</u>
GROSS PROFIT	247,691
GENERAL AND ADMINISTRATIVE EXPENSES	<u>153,422</u>
OPERATING INCOME	94,269
OTHER INCOME (EXPENSE)	
Interest Income	8
Interest Expense	(17)
Other	<u>7,290</u>
Total Other Income, Net	<u>7,281</u>
INCOME FROM OPERATIONS BEFORE INCOME TAXES	101,550
INCOME TAX EXPENSE	<u>30,462</u>
NET INCOME	71,088
Net Income Attributable to Noncontrolling Interests	<u>(10)</u>
NET INCOME ATTRIBUTABLE TO SWINERTON BUILDERS	<u><u>\$ 71,078</u></u>

See accompanying Notes to Consolidated Financial Statements.

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
CONSOLIDATED STATEMENT OF STOCKHOLDER'S EQUITY
YEAR ENDED DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

	Capital Stock	Additional Paid-In Capital	Retained Earnings	Total Swinerton Builders Equity	Noncontrolling Interests	Total Stockholder's Equity
BALANCE - DECEMBER 31, 2021	\$ 921	\$ 17,668	\$ 517,933	\$ 536,522	\$ 2	\$ 536,524
Net Income	-	-	71,078	71,078	10	71,088
BALANCE - DECEMBER 31, 2022	<u>\$ 921</u>	<u>\$ 17,668</u>	<u>\$ 589,011</u>	<u>\$ 607,600</u>	<u>\$ 12</u>	<u>\$ 607,612</u>

See accompanying Notes to Consolidated Financial Statements.

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
CONSOLIDATED STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

CASH FLOWS FROM OPERATING ACTIVITIES

Net income	\$ 71,088
Adjustments to Reconcile Income to Net Cash Used by Operating Activities:	
Depreciation and Amortization	4,880
Loss on Sale of Property and Equipment	167
Deferred Income Taxes	9,261
Equity in Earnings from Unconsolidated Joint Ventures	(268)
Noncash Lease Expense	2,669
Change in Operating Assets and Liabilities:	
Receivables	(373,848)
Contract Assets	(59,561)
Deferred Contract Costs	190
Prepaid Expenses and Refundable Deposits	(158)
Payables and Accrued Liabilities	(74,099)
Contract Liabilities	(2,248)
Net Cash Used by Operating Activities	<u>(421,927)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Property and Equipment	\$ (3,316)
Proceeds from Sale of Property and Equipment	179
Distributions from Unconsolidated Joint Ventures	545
Contributions to Unconsolidated Joint Ventures	(175)
Net Cash Used by Investing Activities	<u>(2,767)</u>

NET DECREASE IN CASH AND CASH EQUIVALENTS AND RESTRICTED CASH (424,694)

Cash and Cash Equivalents and Restricted Cash - Beginning of Year 834,913

CASH AND CASH EQUIVALENTS AND RESTRICTED CASH - END OF YEAR \$ 410,219

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Cash Paid During the Year for:	
Income taxes	<u><u>\$ 38,537</u></u>

SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES

Right-of-Use Assets Received in Exchange for Lease Liability	<u><u>\$ 29,806</u></u>
--	-------------------------

See accompanying Notes to Consolidated Financial Statements.

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Business and Principles of Consolidation

Swinerton Builders (the Company) provides commercial construction services, including professional consulting services, throughout the United States, delivering innovative construction solutions and outstanding customer service to a diverse range of business clients that demand exacting performance; proudly leading with integrity, passion, and excellence.

The Company is a wholly owned subsidiary of Swinerton Incorporated (the Parent). Established in 1888, the Company formally incorporated in the State of California in 1908 and holds California Contractor License No. 92. Today, the Company's offices are located throughout California and in Colorado, Georgia, Hawaii, Oregon, Texas, Washington, North Carolina, and New York. The Parent remains to this day 100% employee owned.

The consolidated financial statements include the accounts of Swinerton Builders and its consolidated joint ventures (collectively, the Company). All significant intercompany balances and transactions have been eliminated in consolidation.

Summary of Significant Accounting Policies

The following is a summary of significant accounting policies followed by the Company in the preparation of these consolidated financial statements. The policies reflect industry practices and conform to accounting principles generally accepted in the United States of America.

Management Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America (GAAP), requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Because of inherent uncertainties in estimating job costs on contracts, it is at least reasonably possible that the estimates used will change within the near term.

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

Construction Contracts

The Company recognizes construction contract revenue over time, as performance obligations are satisfied, due to the continuous transfer of control to the customer. Construction contracts are generally accounted for as a single performance obligation. Revenue is recognized using the percentage-of-completion method, based primarily on contract cost incurred to date compared to total estimated contract cost for each performance obligation. Management believes that the percentage-of-completion method is the most accurate measurement of progress to date on its performance obligations. Contract revenue earned for each performance obligation is calculated as the amount of contract costs incurred plus the amount of gross profit recognized times the percentage-of-completion. Costs related to uninstalled materials are excluded from this calculation until they are installed. As of December 31, 2022, there were no uninstalled materials.

Revisions in estimated contract profits are made in the year in which circumstances requiring the revision become known. During the year ended December 31, 2022, the effect of changes in contract estimates was to increase net profit from contracts by approximately \$10,462 from that which would have been reported had the revised estimates been used as the basis of recognizing profit in the prior year.

Contract costs are comprised of direct labor, material, equipment, subcontract costs, and those indirect costs related to contract performance, including indirect labor, supplies, tools, repairs, and depreciation. Changes to total estimated contract cost or losses, if any, are recognized in the period in which they are determined as assessed at the contract level. Pre-contract costs are expensed as incurred unless they are expected to be recovered from the client. As of December 31, 2022, the Company had \$12 in pre-contract costs classified as a current asset under deferred contract costs on the consolidated balance sheet. Deferred contract costs include mobilization, certain insurance premiums, training costs, and other costs that are not deemed by management to result in progress toward completion of a performance obligation.

Customer payments on construction contracts are typically due within 30 to 90 days of billing, depending on the contract.

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Contract Assets and Liabilities

The Company's contracts allow for progress payments to bill the customer as contract costs are incurred. Oftentimes, the customer retains a portion of payment until satisfactory completion of the contract, which is referred to as retention. Retentions subject to conditions other than passage of time, such as fulfillment guarantees, future performance, or achievement of stated milestones are classified as contract asset until such time that the right to payment becomes unconditional. This amount varies on a contract-by-contract basis. Additionally, the Company records an asset for work completed to date which is in excess of the amount billed to customers, either as costs and estimated profit in excess of billings or unbilled receivables. Retainage receivables, unbilled receivables, and costs and earnings in excess of billings on uncompleted contracts are presented as components of contract assets on the consolidated balance sheet as of December 31, 2022 (see Note 6). From time to time, the Company is able to bill customers in excess of work completed to date. The Company has recorded a liability as of December 31, 2022 for these excess billings, which is presented as a contract liability on the consolidated balance sheet (see Note 6).

Management anticipates that substantially all costs incurred associated with contract assets as of December 31, 2022 will be billed and collected within one year. Contract assets and liabilities are reported on a net basis on each contract. The Company considers retention that is withheld on progress billings as not creating an unconditional right to payment until contractual milestones are reached, typically substantial completion. Accordingly, withheld retention is considered a component of contract assets until finally billed to customer or unconditional right to payment has been achieved.

Variable Consideration

The nature of the Company's contracts gives rise to several types of variable consideration, including claims and unpriced change orders. The Company recognizes revenue for variable consideration when it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur.

Accounting for Contracts

The length of the Company's contracts varies but is typically between six months and three years. In accordance with normal practice in the construction industry, the Company includes asset and liability accounts relating to construction contracts in current assets and liabilities, even when such amounts are realizable or payable over a period in excess of one year.

Cash and Cash Equivalents

Cash equivalents consist of money market funds with maturities of three months or less.

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Restricted Cash

Restricted cash is comprised of funds held as securities in lieu of retention on certain construction projects (described in Note 3).

Receivables

Contract receivables are recorded at the invoiced amount and do not bear interest. Past-due balances over 90 days and over a specified amount are reviewed individually for collectability and reserved for when probability of collection is considered remote. All other balances are reviewed on a pooled basis. The Company does not have any off-balance-sheet credit exposure related to its customers (described in Note 4).

Investments in Unconsolidated Joint Ventures

Investments in joint venture partnerships in which the Company has significant influence but not control, including joint ventures not meeting the consolidation criteria of GAAP, are accounted for using the equity method for balance sheet presentation. The Company's proportionate share of construction-related joint venture revenues and costs is included in contract revenues and contract costs in the accompanying consolidated statement of income (described in Note 7).

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Depreciation is computed using the straight-line and accelerated methods over the estimated useful lives of the assets, which range from three to seven years, except for leasehold improvements, which are amortized over the lesser of the related lease term or the useful life of the asset (described in Note 8).

When circumstances indicate that the carrying amount of an asset may not be recoverable, measurement of an impairment loss is based on the estimated fair value of the asset.

Income Taxes

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date (described in Note 14).

Reclassifications

Certain reclassifications have been made to the 2021 financial statement presentation to conform with the 2022 presentation. Total assets and net income are unchanged due to these reclassifications.

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Subsequent Events

The Company has evaluated subsequent events for the period January 1, 2023 through April 7, 2023, the date the consolidated financial statements were available to be issued. Subsequent events have been incorporated into certain notes below.

NOTE 2 ADOPTION OF NEW ACCOUNTING STANDARDS

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-02, *Leases (ASC 842)*. The new standard increases transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent of the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

The Company adopted the requirements of the guidance effective January 1, 2022, and has elected to apply the provisions of this standard to the beginning of the period of adoption, through a cumulative effect adjustment, with certain practical expedients available.

The Company has elected to adopt the package of practical expedients available in the year of adoption. The Company has elected to adopt the available practical expedient to use hindsight in determining the lease term and in assessing impairment of the Company's ROU assets.

The Company elected the available practical expedients to account for existing operating leases as operating leases under the new guidance, without reassessing (a) whether the contracts contain leases under the new standard, (b) whether classification of operating leases would be different in accordance with the new guidance, or (c) whether the unamortized initial direct costs before transition adjustments would have met the definition of initial direct costs in the new guidance at lease commencement. The Company did not have any finance leases to account for, which were previously referred to as capital leases.

As a result of the adoption of the new lease accounting guidance, the Company recognized a lease liability of \$26,530, which represents the present value of the remaining operating lease payments of \$28,112, discounted using the Company's average risk-free rate of 1.95%, and a ROU asset of \$24,292. The difference between the additional lease assets and lease liabilities, net of the deferred tax impact, was recorded as a current year adjustment due to its immaterial amount.

The standard had a material impact on the consolidated balance sheet, but did not have an impact on the consolidated income statement, nor the consolidated statement of cash flows. The most significant impact was the recognition of ROU assets and lease liabilities for operating leases. The Company did not have any impact resulting from finance leases.

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

NOTE 2 ADOPTION OF NEW ACCOUNTING STANDARDS (CONTINUED)

Leases

The Company leases office spaces, warehouses, yards, vehicles, and project and office equipment. The Company determines if an arrangement is a lease at inception. Operating leases are included in operating lease ROU assets, short-term and long-term operating lease liabilities on the consolidated balance sheet.

ROU assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. As most of the Company's leases do not provide an implicit rate, the Company uses a risk-free rate based on the information available at commencement date in determining the present value of lease payments. The operating lease ROU asset also includes any lease payments made and excludes lease incentives. The lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over the lease term. The Company has elected to recognize payments for short-term leases with a lease term of 12 months or less as expense as incurred and these leases are not included as lease liabilities or ROU assets on the consolidated balance sheet.

The Company has elected to separate nonlease components from lease components. The Company excludes nonlease components in calculating the ROU asset and lease liability and expense them as incurred. This election is made by class of the underlying asset.

The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

In determining the discount rate used to measure the ROU asset and lease liability, the Company uses rates implicit in the leases, or if not readily available, the Company has elected to use the risk-free rate. The risk-free rate is the rate investors expect to earn from an investment that carries zero risk over a period of time, such as a government treasury bill. The risk-free rate is determined using a period comparable with that of the lease term for computing the present value of lease liabilities. This election is made by class of underlying asset.

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

NOTE 3 CASH AND CASH EQUIVALENTS AND RESTRICTED CASH

Cash and restricted cash as of December 31, 2022 consist of the following:

Cash and Cash Equivalents	\$ 380,510
Restricted Cash:	
Securities Escrowed in Lieu of Retentions	29,709
Total Cash and Restricted Cash Shown in the Consolidated Statement of Cash Flows	<u>\$ 410,219</u>

Securities escrowed in lieu of retentions relates to certain projects for governmental entities. Such securities are held in escrow in lieu of the governmental entities withholding retention amounts on the Company's progress billings. These securities include investments such as money market funds and certificates of deposit in compliance with the public contract code that defines allowable investments.

NOTE 4 RECEIVABLES

Receivables as of December 31, 2022 consist of the following:

Contracts:	
Receivables (Net of Probable Contingencies of \$4,372)	\$ 586,754
Insurance Receivables	9,161
Total Contract Receivables	595,915
Notes and Other Receivables	3,515
Total	<u>\$ 599,430</u>

NOTE 5 CONTRACTS IN PROGRESS AND BACKLOG

Costs, estimated earnings, and billings on contracts in progress as of December 31, 2022 are as follows:

Costs Incurred to Date	\$ 9,076,397
Estimated Earnings to Date	295,225
Total	9,371,622
Less: Billings to Date	(9,456,695)
Total	<u>\$ (85,073)</u>

The above amounts are included in the accompanying balance sheet as contract assets and contract liabilities as of December 31, 2022 (see Note 6):

Unbilled Contract Revenue	\$ 92,978
Deferred Contract Revenue	(178,051)
Total	<u>\$ (85,073)</u>

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

NOTE 5 CONTRACTS IN PROGRESS AND BACKLOG (CONTINUED)

The following schedule is a reconciliation of contract backlog representing signed contracts as of December 31, 2022:

Balance, January 1, 2022	\$ 3,297,475
New Contracts and Contract Adjustments	4,757,112
Joint Venture Backlog	16,687
Subtotal	<u>8,071,274</u>
Less: Contract Revenue Earned	<u>3,423,491</u>
Balance, December 31, 2022	4,647,783
Estimated Value of Contracts Awarded Subsequent to December 31, 2022 for which the Company has Obtained Signed Contracts or Letters of Intent	548,611
Total	<u><u>\$ 5,196,394</u></u>

NOTE 6 CONTRACT ASSETS AND LIABILITIES

Contract assets and liabilities as of December 31, 2022 consist of the following:

Contract Assets:	
Unbilled Contract Revenue	\$ 92,978
Retentions Receivable	236,178
Gross Contract Assets	<u>329,156</u>
Less: Retention Offset on Specific Contracts	<u>(65,572)</u>
Net Contract Assets	<u><u>\$ 263,584</u></u>
Contract Liabilities:	
Deferred Contract Revenue	\$ 178,051
Less: Retention Offset on Specific Contracts	<u>(65,572)</u>
Net Contract Liabilities	<u><u>\$ 112,479</u></u>

Contract receivables, contract assets, and contract liabilities were \$504,192, \$204,023, and \$114,727, respectively, as of January 1, 2022.

NOTE 7 INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES

The Company has interests of 50% to 53% in various unconsolidated joint ventures. The joint ventures were formed principally to enter into certain construction contracts.

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

NOTE 7 INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES (CONTINUED)

Summarized financial information for unconsolidated joint ventures (on a 100% basis) as of and for the year ended December 31, 2022 is as follows:

Cash	\$ 26,877
Other Assets	43,126
Total Liabilities	53,622
Retained Earnings	16,381
Contract Revenues	4,956
Net Income	556
Company's Share of Contract Revenue	2,478
Company's Share of Net Income	268

NOTE 8 PROPERTY AND EQUIPMENT

Property and equipment as of December 31, 2022 consist of the following:

	Cost	Accumulated Depreciation	Net Book Value
Machinery and Equipment	\$ 14,782	\$ (6,862)	\$ 7,920
Vehicles	598	(361)	237
Furniture and Fixtures	1,097	(793)	304
Leasehold Improvements	23,213	(12,777)	10,436
Computer Equipment	1,712	(1,523)	189
Total	<u>\$ 41,402</u>	<u>\$ (22,316)</u>	<u>\$ 19,086</u>

Depreciation and amortization expense for the year ended December 31, 2022 was \$4,880.

NOTE 9 PAYABLES

Payables as of December 31, 2022 consist of the following:

Subcontractors and Suppliers	\$ 552,623
Retentions	212,281
Total	<u>\$ 764,904</u>

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

NOTE 10 GENERAL LINE OF CREDIT

The Parent has a total credit agreement in the amount of \$100,000. This agreement includes a \$75,000 unsecured revolving line maturing on December 31, 2024. The interest rate on advances is either, at the Parent's option, the greater of the Floor for a Daily simple SOFR (4.30% as of December 31, 2022) and Daily Simple SOFR plus 2.60%, or the greater of 2.50% and Prime plus 0.00%. Included in the revolving line amount is a \$25,000 sub-limit for issuance of letters of credit. Outstanding letters of credit under this sub-limit as of December 31, 2022 were \$575. This agreement also includes a facility for \$25,000 of letters of credit issued on a secured basis. There were no letters of credit outstanding under this facility as of December 31, 2022.

There were no borrowings outstanding as of December 31, 2022. The terms of the agreement call for an unused facility fee of 0.35% per annum of the average daily difference between the credit commitment and the loans outstanding.

As of December 31, 2022, management believes the Parent was in compliance with all covenants.

The Company is a guarantor on the loan, such that if the Parent were to default on making payments, the Company and other affiliated entities would be required to make payments under the guarantee.

NOTE 11 GUARANTEES

The Company is a guarantor on notes payable for certain wholly owned subsidiaries of the Parent, such that if the wholly owned subsidiaries were to default on making payments, the Company would be required to make payments under the guarantee. These notes are payable in monthly installments including interest of LIBOR plus 1.70% to 2.15% through September 2038. The notes have interest rate swaps that were entered into that fixes the interest rates for the lives of the notes. The total outstanding balance of the notes as of December 31, 2022 was \$8,760.

NOTE 12 EMPLOYEE BENEFIT PLANS

The Company participates in a Parent-sponsored 401(k) and Savings Plan (the Plan) for non-union employees. Contributions to the Plan are made at the discretion of the Parent's Board of Directors. The Plan has three components: a qualified Employee Stock Ownership Plan (ESOP), a deferred compensation 401(k) plan, and a profit-sharing trust offered to eligible employees. As of December 31, 2022, the Plan owned 5,926,719 shares of the Parent's capital stock. The Company's contributions to the Plan were \$27,229 for the year ended December 31, 2022.

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

NOTE 13 MULTIEMPLOYER PENSION PLANS

The Company contributes to a number of multiemployer defined benefit pension plans under the terms of collective bargaining agreements that cover its union-represented employees. The risks of participating in these multiemployer plans are different from single-employer plans in the following respects:

1. Assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.
2. If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
3. If the Company chooses to stop participating in some of its multiemployer plans, the Company may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

The Company's participation in these plans, for the year ended December 31, 2022 is outlined in the table on the following page. The "PPA Zone Status" columns are based on information that the Company received from the plan and is certified by the plan's actuary. Among other factors, plans in the red zone are generally less than 65% funded; plans in the yellow zone are between 65% and 80% funded; and plans in the green zone are at least 80% funded. The "FIP/RP Status Pending" column indicates plans for which a financial improvement plan (FIP) or a rehabilitation plan (RP) is either pending or has been implemented. The last column lists the expiration dates of the collective-bargaining agreements to which the plans are subject. The nature of the Company's business may result in volatility of the amount of its contributions to a particular multiemployer defined benefit pension plan for any given period. Withdrawal in any of the plans is not probable and no surcharge is imposed on any plan.

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

NOTE 13 MULTIEMPLOYER PENSION PLANS (CONTINUED)

Pension Trust Fund	Pension Plan EIN/PN	2022 PPA Zone Status as of Plan's Year End	FIP/RP Status Pending/ Implemented	Contributions 2022	Expiration Date of Collective Bargaining Agreement
Carpenters Pension Trust Fund for Northern California	94-6050970 001	Red 8/31/2021	Yes	\$ 3,300	6/30/2023
Laborers Pension Trust Fund for Northern California	94-6277608 001	Green 5/31/2022	N/A	2,699	6/30/2023
Southwest Carpenters Pension Trust	95-6042875 001	Green 12/31/2021	N/A	4,425	6/30/2026
Bay Area Painters & Tapers Pension Plan	94-6276501 001	Green 12/31/2021	N/A	1,418	6/30/2026
The Pension Plan for the Oregon-Washington Carpenters-Employers Pension Trust Fund	51-6077555 001	Green 6/30/2021	N/A	794	5/31/2024
Other Funds				<u>1,677</u>	
Total				<u>\$ 14,313</u>	

In addition, the Company contributes to other various trustee union contribution retirement plans under industry or area-wide agreements. The Company funds these costs currently. In 2022, total costs incurred were \$5,182.

NOTE 14 INCOME TAXES

The Company participates in a tax sharing agreement with the Parent. Under this agreement, total tax expense is provided at a rate of 30% of the separate Company's pre-tax book income for 2022.

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

NOTE 14 INCOME TAXES, CONTINUED

Income tax expense for the year ended December 31, 2022 consists of the following:

Current:		
Federal	\$	14,155
State		7,046
Total Current		<u>21,201</u>
Deferred:		
Federal		9,677
State		(416)
Total Deferred		<u>9,261</u>
Total Income Taxes	\$	<u><u>30,462</u></u>

The tax effects of temporary differences for the year ended December 31, 2022, that give rise to significant portions of deferred tax assets and deferred tax liabilities, are presented below:

Accruals and Reserves	\$	414
Deferred Income		(3,054)
Depreciation and Amortization		(1,072)
PCM Adjustment		43
Right-of-Use Assets		704
State Taxes		1,436
Other		314
Net Deferred Tax Liabilities	\$	<u><u>(1,215)</u></u>

Based upon the level of historical taxable income and projections for future taxable income over the periods in which the deferred tax assets are deductible, management believes it is more likely than not that the Company will realize the benefits of these deductible differences.

Based on the Company's estimate of the expected realization of deferred tax assets, a valuation allowance is not considered necessary.

The Company follows ASC Topic 740-10, *Accounting for Uncertainty in Income Taxes*, for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. The Company recognizes interest and penalties, if any, related to unrecognized tax benefits in general and administrative expenses. As of December 31, 2022, the Company has not accrued interest or penalties related to uncertain tax positions.

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

NOTE 15 LEASES

The Company leases equipment as well as certain operating and office facilities for various terms under long-term, noncancelable lease agreements. The leases expire at various dates through 2031. In the normal course of business, it is expected that these leases will be renewed or replaced by similar leases. Additionally, the agreements generally require the Company to pay real estate taxes, insurance, and repairs.

The following table provides quantitative information concerning the Company's leases.

Operating Lease Costs	\$ 6,175
Operating Lease - Operating Cash Flows	\$ 11,075
New ROU Assets - Operating Leases	\$ 29,806
Weighted Average Lease Term - Operating Leases	5.75
Weighted Average Discount Rate - Operating Leases	1.95%

The Company classifies the total undiscounted lease payments that are due in the next 12 months as current. A maturity analysis of annual undiscounted cash flows for lease liabilities as of December 31, 2022, is as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2023	\$ 6,244
2024	5,168
2025	4,548
2026	3,832
2027	2,979
Thereafter	5,613
Total Lease Payments	28,384
Less: Interest	(1,629)
Present Value of Lease Liabilities	<u>\$ 26,755</u>
Operating Lease Liabilities, Short-Term	\$ 5,668
Operating Lease Liabilities, Long-Term	21,087
Total	<u>\$ 26,755</u>

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

NOTE 16 FAIR VALUE OF FINANCIAL INSTRUMENTS

Under fair value measurement accounting guidance, fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e., the “exit price”) in an orderly transaction between market participants at the measurement date. The Company’s financial instruments include cash and cash equivalents, marketable securities, accounts receivable, unbilled contract revenue, accounts payable, deferred contract revenue, and long-term debt. The carrying amounts of cash and cash equivalents, marketable securities, accounts receivable, unbilled contract revenue, accounts payable, deferred contract revenue, and long-term debt have been estimated by management to approximate fair value based on the short-term maturity of the instruments or the terms of similar instruments currently available.

GAAP established a three-tier hierarchy for fair value measurements, which prioritizes the inputs used in measuring fair value as follows:

Level 1 – Observable inputs such as quoted prices for identical instruments in active markets.

Level 2 – Inputs other than quoted prices in active markets that are observable either directly or indirectly through corroboration with observable market data.

Level 3 – unobservable inputs in which there is little or no market data, which would require the Company to develop its own assumptions.

As of December 31, 2022, the Company held certain money market funds that are required to be measured at fair value on a recurring basis. The fair value of these assets is determined based on inputs that are readily available in public markets or can be derived from information available in publicly quoted markets.

The carrying amounts of these money market funds approximate fair value and are considered Level 1 fair value measurements.

NOTE 17 RELATED PARTY TRANSACTIONS

Support services such as accounting, legal, risk management, business technology, marketing, safety, and human resources are provided to the Company and affiliates by the Parent for a fee. Charges to the Company for support services are included in general and administrative expenses and contract costs and amounted to \$7,352 in 2022.

The Company rents construction equipment from the Parent. Rental expense related to such equipment totaled \$41 during 2022, and is included in contract costs in the accompanying consolidated statement of income.

SWINERTON BUILDERS
(A WHOLLY OWNED SUBSIDIARY OF SWINERTON INCORPORATED)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022
(DOLLAR AMOUNTS IN THOUSANDS)

NOTE 17 RELATED PARTY TRANSACTIONS (CONTINUED)

The Company leases office space from and to the Parent. Net rental expense related to such leases totaled \$4,751 during 2022 and is included in general and administrative expenses and contract costs.

Amounts due from Parent and affiliates as of December 31, 2022 was \$281,806. Amounts due to Parent and affiliates as of December 31, 2022 were \$13,023.

NOTE 18 COMMITMENTS AND CONTINGENCIES

The Company is contingently liable for commitment and performance guarantees arising from the normal performance of its contracts and that of its joint venture activity. Additionally, the Company is subject to pending claims and litigation and the normal liability of contractors for completion of contracts.

The Company is a defendant or seeking recovery in various lawsuits relating to performance for contracts completed in current and prior years. The Company's management and internal legal counsel have evaluated the lawsuits and believe that either the Company has accrued an adequate amount for any potential liability reported within accrued liabilities, or any loss to the Company would be immaterial and no provision has been made. Any litigation costs that impact the consolidated statement of income are included in contract costs.



CLA (CliftonLarsonAllen LLP) is a network member of CLA Global. See CLAglobal.com/disclaimer. Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

2 Letter of Bondability



ATTACHMENT 2 - LETTER OF BONDABILITY

Part I: Essential Requirements For Qualification. Question 5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California), which states that your current bonding capacity is at least \$15,000,000 for this project, and \$30,000,000 aggregate, should you be selected?

Zurich North America Surety
4 Embarcadero Center #3740
San Francisco, CA 94111

Phone: 415-538-7100
Fax: 415-538-7366
<http://www.zurichna.com>

April 3, 2023

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

RE: Swinerton Builders
Project: Gardena Community Aquatics & Senior Center Project

To Whom It May Concern:

The surety requirements for Swinerton Builders are handled by Zurich American Insurance Company, (since 2003) NAIC #16535. Contact: Carolina Benedict, 4 Embarcadero Center, Suite 3740, San Francisco, California 94111, Telephone (818) 625-2311, in partnership with Liberty Mutual Insurance Company, (since 1992) NAIC #23043 Contact: Raymond Wu, 255 California Street., Suite 950, San Francisco, CA, 94111, Telephone: (415) 537-2509, both California Admitted Carriers authorized to issue surety bonds in the State of California, and highly regarded surety companies. The sureties have never had to complete any work on their behalf.

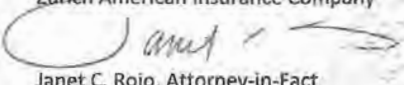
Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland and Liberty Mutual Insurance Company have provided surety credit to Swinerton Builders for single projects to \$750,000,000 in the past and for an aggregate level of \$6,000,000,000. This is not to be construed as the maximum the sureties would entertain for this contractor, but has satisfied their normal needs in the past. Current available bond capacity is \$3 billion. Zurich/F&D is rated "A+" (Superior) with a financial size category of XV (\$2 billion+) by AM Best and has a US Treasury Limit of \$710,964,000. Liberty Mutual Insurance Company is rated "A" (Excellent), Class XV and has a US Treasury Limit exceeding \$1,772,737,000. Arthur J. Gallagher Risk Management Services LLC, 595 Market Street, Suite #2100, San Francisco, CA 94105 has been the Surety Broker for Swinerton Builders for over 31 years.

If Swinerton Builders is awarded a contract and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Swinerton Builders and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact us.

Very truly yours,
Zurich American Insurance Company


Janet C. Rojo, Attorney-in-Fact

:jcr

Liberty Mutual Insurance Company


Janet C. Rojo, Attorney-in-Fact

3 Ownership Information



ATTACHMENT 3 - OWNERSHIP INFORMATION

Part II: Questionnaire. Section A. Current Organization and Structure of the Business. 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation's stock.

NAME	POSITION	YEARS WITH COMPANY
Eric M. Foster	CEO	40
David C. Callis	President, COO	21
Donald D. Adair	Exec. Vice President	34
Scott V. Conrad	Exec. Vice President	11
Frank Foellmer	Exec. Vice President	28
Bradley K. Peterson	Exec. Vice President/CFO	22
Jason R. Chupp	Sr. Vice President	10
Ray A. Haj	Sr. Vice President	21
Timothy J. Kretschmar	Sr. Vice President	8
Terry M. McKellips	Sr. Vice President	22
SheriAnn Murphy	Sr. Vice President/Secretary	16
Lauren T. Nunnally	Sr. Vice President/CAO	8
David K. White	Sr. Vice President	13
Michael M. Berryhill	Vice President	7
Ciaran Creighton	Vice President	6
Keith Dancey	Vice President	19
Christopher A. Evans	Vice President	14
Jeffrey S. Gee	Vice President	20
Jeffrey F. Good	Vice President	14
D. Scott Grubb	Vice President	36
Lori D. Guion	Vice President	24
Peter Hau	Vice President	18
Paul Hinz	Vice President	22
Jared W. Hoeflich	Vice President	11
Robert "Bobby" Jennings	Vice President	12
Curtis F. Johnson	Vice President	36
Brian J. McCarthy	Vice President	12
Gerald E. Mejia	Vice President	21
Derek D. Mosiman	Vice President	12
Andrew D. Pearl	Vice President	15
Brenda A. Reimche	Vice President	29
Pedro "Pete" Ruiz	Vice President	20
Alison Satt	Vice President	6
Carrie L. Shaeffer	Vice President	8
John S. Spight	Vice President	10
Lia Tatevosian	Vice President	26
Myrna E. Wagner	Vice President	23
James T. Watson	Vice President	7
Tyler Whittaker	Vice President	4
David R. Worley	Vice President	20
Aaron J. Yamasaki	Vice President	10
Darlene S. Cho	Asst. Secretary	19
Lisa M. Telles	Asst. Secretary	18

Swinerton Builders is a wholly-owned subsidiary of Swinerton Incorporated. Swinerton Incorporated is 100% employee-owned. Approximately 50% is held by the Swinerton 401(k) & Savings Plan, and the balance is split among 900 plus employees of the various Swinerton Incorporated family of companies. No single individual employee owns 4% or more of the stock of Swinerton Incorporated.

4 Subsidiary, Parent, Holding Company, or Affiliate



ATTACHMENT 4 - SUBSIDIARY, PARENT, HOLDING COMPANY, OR AFFILIATE

Part II: Questionnaire. Section B. History of the Business and Performance. Question 2. Is the firm a subsidiary, parent, holding company, or affiliate of another construction firm? NOTE: Include descriptive and background information about other firms if one firm owns fifty percent (50%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Swinerton Builders is affiliated with the following construction firms: **SAK Builders, Inc.** – both 100% owned by Swinerton Incorporated; **MD Builders, Inc.** – both 100% owned by Swinerton Incorporated; Timberlab, Inc. – both 100% owned by Swinerton Incorporated; **National Building Specialties, LLC** – both 100% owned by Swinerton Incorporated.

5 Licenses



ATTACHMENT 5 - LICENSES

Part II: Questionnaire. Section B. History of the Business and Performance. Licenses. Question 7. List all California construction license numbers, classifications and expiration dates of the California Contractor Licenses held by your firm:

General Contractor's License

California Contractor's State License number 92, was issued in October 1929.

Swinerton's current and valid General Building Contractor's License, Class B, is in good standing with the California contractor's license board. It has not been suspended or revoked at any time.



TYPE	LICENSE CLASSIFICATION	QUALIFIER	EXPIRATION
A	General Engineering Contractor	E. Foster	31-Aug-2023
B	General Building Contractor	E. Foster	31-Aug-2023
C-2	Insulation & Acoustical	E. Foster	31-Aug-2023
C-4	Boiler, Hot Water Heating and Steam Fitting	E. Foster	31-Aug-2023
C-5	Framing & Rough Carpentry	E. Foster	31-Aug-2023
C-6	Cabinet, Millwork & Finish Carpentry	E. Foster	31-Aug-2023
C-8	Concrete	E. Foster	31-Aug-2023
C-9	Drywall	J. Watson	31-Aug-2023
C-10	Electrical	K. Carlson	31-Aug-2023
C-12	Earthwork & Paving	E. Foster	31-Aug-2023
C-16	Fire Protection Contractor	E. Foster	31-Aug-2023
C-20	Warm-Air Heating, Ventilating and Air-Conditioning	E. Foster	31-Aug-2023
C-21	Building Moving, Demolition	M. Canessa	31-Aug-2023
C-23	Ornamental Metals	E. Foster	31-Aug-2023
C-29	Masonry	E. Foster	31-Aug-2023
C-33	Painting & Decorating	E. Foster	31-Aug-2023
C-35	Lathing & Plastering	E. Foster	31-Aug-2023
C-36	Plumbing	E. Foster	31-Aug-2023
C-38	Refrigeration	E. Foster	31-Aug-2023
C-39	Roofing	E. Foster	31-Aug-2023
C-42	Sanitation System	E. Foster	31-Aug-2023
C-46	Solar	D. Grubb, Jr.	31-Aug-2023
C-50	Steel, Reinforcing	E. Foster	31-Aug-2023
C-51	Steel, Structural	E. Foster	31-Aug-2023
C-55	Water Conditioning	E. Foster	31-Aug-2023
D-34	Prefabricated Equipment	E. Foster	31-Aug-2023
HAZ	Hazardous Substances Removal	E. Foster	31-Aug-2023

6 Owner Filed Claims



ATTACHMENT 6 - OWNER FILED CLAIMS

Part II: Questionnaire. Section B. History of the Business and Performance. Disputes. Question 14. In the past ten (10) years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

Swinerton Builders is a large general contractor with many construction projects completed each year. As with any major contractor, we occasionally have disputes which reach arbitration or litigation. We are not a litigious company and our practice is to amicably resolve good faith disputes with our clients and vendors, whom with we have built great relationships. As the general course of project close-out, if negotiations are still ongoing with open change orders after completion has occurred, due to the extremely limited statute of limitations in many states, parties are occasionally required to file a complaint to maintain legal rights. These disputes most often settle and are dismissed soon thereafter with little to no actual effort on the case.

Mediation is a preferred and highly successful dispute resolution process in those circumstances when parties are unable to reach a settlement. Occasionally, a few disputes wind their way through litigation but it is only on a very rare occasion that a dispute will not be settled short of actual trial. Swinerton Builders does not formally track claims separate from items in litigation, nor does it track a termination for convenience. Swinerton Builders is not currently involved in any litigation that poses a significant threat to our financial well-being or to our ability to complete any project. Swinerton Builders has no outstanding judgments or awards against it.

The following list sets forth construction-related, non-insured matters filed by a Project Owner against Swinerton Builders in the last ten (10) years in California.

Plaintiff	Defendant	Case No.	Date Filed / Commenced	Forum	Project Name	Status	Matter Type
Washington Township Healthcare District, a California Healthcare District	Swinerton Builders	RG13-701966	11/5/2013	Superior Court of California, County of Alameda	Washington Hospital	Resolved	Complaint for Declaratory Relief
The Board of Trustees of the California State University	Swinerton Builders	30-2013-00685622-CU-BC-CJC	11/6/2013	Superior Court of California, County of Orange	CSU, Fullerton - Physical Education Building Addition	Resolved	Complaint for Damages
SG Downtown LLC	Swinerton Builders	34-2018-00236161 Consolidated - LEAD CASE:34-2018-00228057	7/3/2018	Superior Court of California, County of Sacramento	Sacramento Downtown Plaza Mixed-Use Tower	Resolved	Complaint for Breach of Contract
Colgreen North Shore, LLC, a California limited liability company	Swinerton Builders	PSC1805281	8/31/2018	Superior Court of California, County of Riverside	Colgreen, Mecca, CA	Resolved	Complaint for Declaratory Relief
Broadway Elite LLC	Swinerton Builders	22STCV06498	2/22/2022	Los Angeles County Superior Court	400 South Broadway	Resolved	Complaint for Injunction and Declaratory Relief

7 Swinerton Builders Filed Claims



ATTACHMENT 7 - SWINERTON BUILDERS FILED CLAIMS

Part II: Questionnaire. Section B. History of the Business and Performance. Disputes. Question 15. In the past ten (10) years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Swinerton Builders is a large general contractor with many construction projects completed each year. As with any major contractor, we occasionally have disputes which reach arbitration or litigation. We are not a litigious company and our practice is to amicably resolve good faith disputes with our clients and vendors, whom with we have built great relationships. As the general course of project close-out, if negotiations are still ongoing with open change orders after completion has occurred, due to the extremely limited statute of limitations in many states, parties are occasionally required to file a complaint to maintain legal rights. These disputes most often settle and are dismissed soon thereafter with little to no actual effort on the case.

Mediation is a preferred and highly successful dispute resolution process in those circumstances when parties are unable to reach a settlement. Occasionally, a few disputes wind their way through litigation but it is only on a very rare occasion that a dispute will not be settled short of actual trial. Swinerton Builders does not formally track claims separate from items in litigation, nor does it track a termination for convenience. Swinerton Builders is not currently involved in any litigation that poses a significant threat to our financial well-being or to our ability to complete any project. Swinerton Builders has no outstanding judgments or awards against it.

The following list sets forth construction-related, non-insured matters filed by Swinerton Builders against a Project Owner in the last ten (10) years in California.

Plaintiff	Defendant	Case No.	Date Filed / Commenced	Forum	Project Name	Status	Matter Type
Swinerton Builders	Sweetwater Union High School District	37-2013-00062057-CU-BC-CTL	8/6/2013	Superior Court of California, County of San Diego	Montgomery High School Modernization and New Construction Phase 1	Resolved	Complaint for Breach of Contract
Swinerton Builders	San Francisco Filipino Cultural Center, LLC	CGC-15-544499	3/3/2015	Superior Court of California, County of San Francisco	SF Filipino Cultural Center	Resolved	Breach of Contract
Swinerton Builders	Zuni Solar, LLC; NextEra Energy Resources, LLC; Hector Zamora; Horacio Zamora	CIVDS 1513161	9/10/2015	Superior Court of California, County of San Bernardino	Zuni North, 881 South Intake Blvd., Blythe, CA	Resolved	Complaint for Foreclosure of Mechanics Liens
Swinerton Builders	San Bernardino Community College District, a public entity	02-17-0004-4391	12/1/2017	American Arbitration Association	San Bernardino Valley Community College Gymnasium	Resolved	Complaint for Breach of Contract
Swinerton Builders	Cache Creek Casino Resort	01-19-0004-1349	11/21/2019	American Arbitration Association	Cache Creek Casino	Resolved	Breach of Contract
Swinerton Builders	The Viejas Band of Kumeyaay Indians, dba Viejas Enterprises	1240024074	7/1/2020	American Arbitration Association	Viejas Phase 3	Resolved	Breach of Contract
Swinerton Builders	SPA BR SF0, LLC dba Be Relax Spa	01-20-0009-7529	7/10/2020	American Arbitration Association	Be Relax Spa SF Airport	Resolved	Breach of Contract
Swinerton Builders	El Capitan OB, LLC & El Capitan Hotel Merced, LLC	1-21-0017-4303	11/17/2021	American Arbitration Association	El Capitan Hotel	Resolved	Breach of Contract
Swinerton Builders	Asian Art Museum Foundation of San Francisco	CGC-21-596731	11/22/2021	San Francisco Superior Court	Asian Art Museum	Pending	Breach of Contract

8 Citations



ATTACHMENT 8 - CITATIONS

Part II: Questionnaire. Section C. Compliance with Regulatory Requirements. Question 25. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past ten (10) years? NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it. Question 26. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past ten (10) years? NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Swinerton's traditional building operations have no Serious, Willful, or Repeat CALOSHA and FedOSHA citations within the past 5 years. While Swinerton mainly operates as a general contractor, we previously operated a Renewable Energy group (SRE) which performs work entirely different from our traditional construction projects with work primarily located in isolated parts across the country. As of December 2021, Swinerton has legally separated from our Renewable Energy business. The current Serious citations listed below occurred on a project contracted by our former Renewable Energy business and are open, pending an appeal and CALOSHA hearing.

Case: 1540323, Citation 1

Description of citation: Serious citation, open and pending informal hearing for incorrect citation

Date of citation: 12/2/21

Nature of violation: T8 CCR 3203(a)(4) General Industrial Accident Prevention Program.

Amount of penalty paid: Pending informal hearing

Was citation appealed to the Occupational Safety and Health Appeals Board? Yes

Status of Decision: Open and pending informal hearing for incorrect citation

Case: 1540323, Citation 2

Description of citation: Serious citation, open and pending informal hearing for incorrect citation

Date of citation: 12/2/21

Nature of violation: T8 CCR 3395(c) Violation of Cal OSHA Regulations.

Amount of penalty paid: Pending informal hearing

Was citation appealed to the Occupational Safety and Health Appeals Board? Yes

Status of Decision: Open and pending informal hearing for incorrect citation

Case: 1540323, Citation 3

Description of citation: Serious citation, open and pending informal hearing for incorrect citation

Date of citation: 12/2/21

Nature of violation: T8 CCR 3395(d)(3) Violation of Cal OSHA Regulations.

Amount of penalty paid: Pending informal hearing

Was citation appealed to the Occupational Safety and Health Appeals Board? Yes

Status of Decision: Open and pending informal hearing for incorrect citation

9 Prevailing Wage



ATTACHMENT 9 - PREVAILING WAGE

Part II: Questionnaire. Section C. Compliance with Regulatory Requirements. Prevailing Wage Compliance Record. Question 31. Has there been any occasion during the last ten (10) years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the State's prevailing wage laws? NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

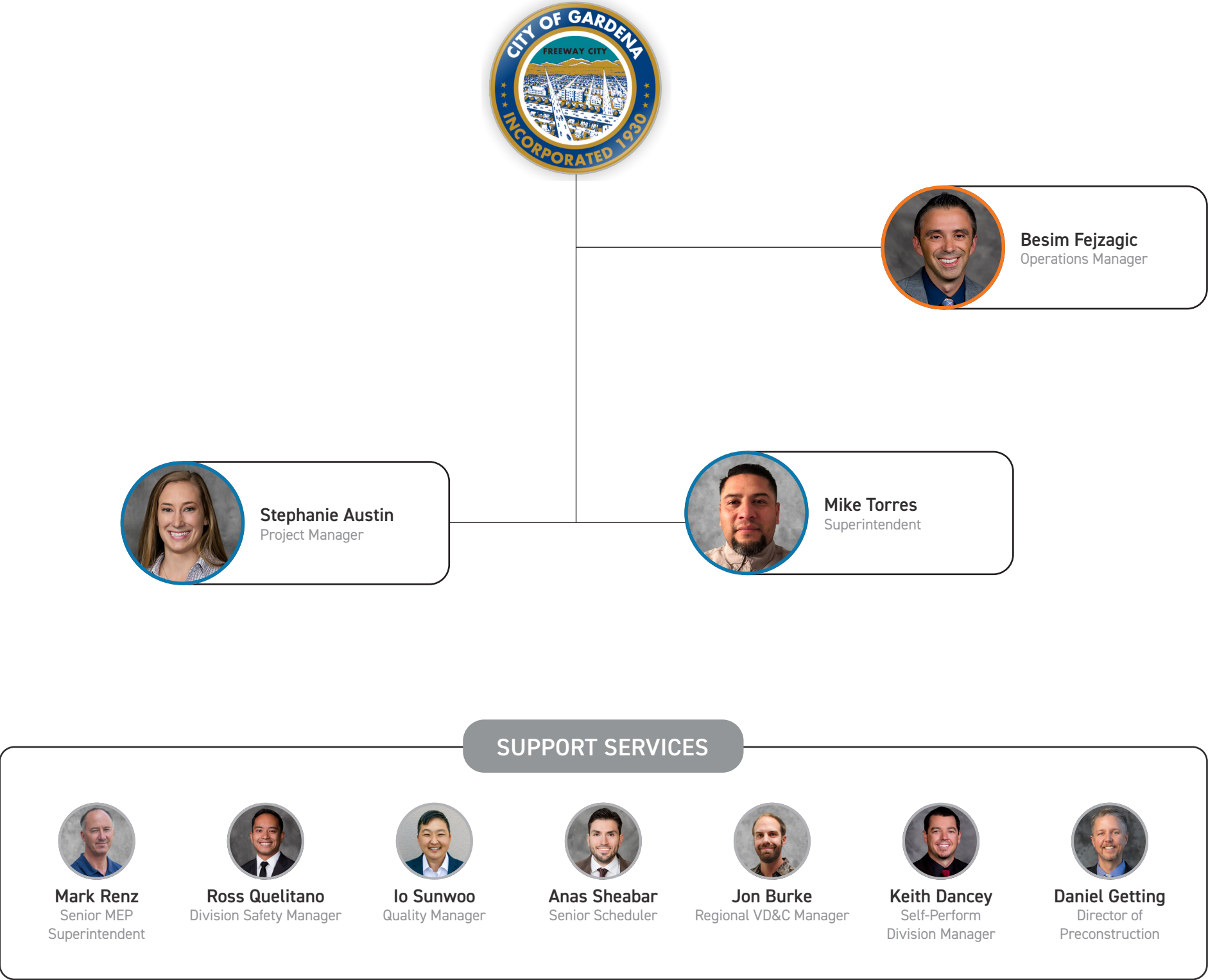
Within these past 5 years, there have been two incidents where Swinerton Builders was required to pay penalties on prevailing wage for a total amount of \$6,825.00 on the Palm Desert Critical Support Services Building project, in an allegation of a failure to submit Contract Award Information Forms DAS 140 to all DIR Approved Committees for the Drywall Finisher craft, and failure to employ apprentices in compliance with required apprentice to journeyman ratio for the drywall finisher. After a discussion with the DIR, and in consideration of the low value, Swinerton chose to receive a demand settlement letter, instead of a Civil Wage and Penalty Assessment to close the matter with the DIR. The demand letter was a negotiated settlement, and there were no associated negative findings. For context, in the past 5 years, on average, Swinerton Builders' California operations encompassed over 2,400 employees representing over 4 million worker hours and \$2 billion in revenue.

10 Organizational Resources



ORGANIZATIONAL CHART

- LEGEND
- OVERHEAD
 - CORE TEAM
 - AVAILABLE RESOURCES



As Project Manager, Stephanie is responsible for the oversight of the construction project staff. She provides direct relations with ownership, stakeholders, and architects. She oversees the project from start to finish, as well as day-to-day project management. She negotiates and manages all subcontractor agreements, material procurement, and purchase orders. She finalizes and confirms accuracy of contract administration; submittal and document control; project drawings, specifications, and general conditions. She also supports the field with schedule maintenance and quality and safety control.



2015

STARTED AT SWINERTON

2015

STARTED IN INDUSTRY

PROJECT EXPERIENCE

The Salvation Army Anaheim Center of Hope & PSH: Phase 1, Anaheim, CA

Swinerton is providing preconstruction and construction services for the new four story, 47,000-square-foot permanent supportive housing building for homeless individuals, featuring 72 studio apartments at 325 square feet each. The ground level will feature community rooms, program spaces, and administration offices in support of The Salvation Army's rehabilitation program.

9200 Wilshire, Beverly Hills, CA

Swinerton is providing general contracting services for the construction of the new six-story condominium tower with 54 luxury residences. The building showcases a custom facade of state-of-the-art glass, venetian plaster, and imported stone. Unobstructed floor-to-ceiling windows in each of the residential units provide natural light and upscale views of the surrounding city and mountains. The top floor is home to private-access penthouses and 6,000 square feet of exclusive outdoor terraces complete with individual plunge pools. A 110,000-square-foot, three-level, below-grade parking structure provides residents and guests with extensive parking.

CCCD Golden West College Criminal Justice Training Center, Huntington Beach, CA

A design-build project, the new Criminal Justice Training Center replaced the existing outdated facility. It brings a state-of-the-art training complex to the college, providing a high-tech campus to train peace officers and support personnel. The new two-story building includes 38,932 gross square feet of academy classrooms, a self-defense mat room, force simulation training room, fitness lab, locker rooms, secure armory, administration space, and a multi-purpose facility. Outdoor areas feature a "grinder" drill area, "Biddle" obstacle course, traffic-stop scenario training street, park scenario training area, infrastructure for the scenario village training area, and a fallen officer memorial. They also demolished the existing 5,205-square-foot Community Center before construction began.

EDUCATION

Masters in Engineering, Construction Engineering Management, California State University, Long Beach

M.S. in Mathematics, California State University, Long Beach

B.S. in Mathematics, California State University, Monterey Bay

REFERENCES

Raymond Albanesi

Architect, Associate Partner
MVE + Partners
949.683.7431
ralbanesi@mve-architects.com

Christopher Pipe

Vice President of Development
The Athens Group
432.659.8994
cpiper@athensdevco.com

Caleb Danielson

Property Director
The Salvation Army
562.264.3615
caleb.danielson@usw.salvationarmy.org

As Superintendent, Michael is responsible for all phases of construction at the jobsite, including the direction of all work crews, coordination of all subcontractor trades, checking/approval of all shop drawings, and the receipt and utilization of supplies and equipment. He is responsible for implementing and monitoring the safety program, to ensure company safety program and OSHA compliance. This includes the development and enforcement of a jobsite-specific safety plan, training and education of personnel regarding safety requirements, organization of pre-job safety meetings, and jobsite inspection.



2004

STARTED AT SWINERTON

2003

STARTED IN INDUSTRY

PROJECT EXPERIENCE

The Salvation Army Anaheim Center of Hope & PSH: Phase 1, Anaheim, CA

Swinerton is providing preconstruction and construction services for the new four story, 47,000-square-foot permanent supportive housing building for homeless individuals, featuring 72 studio apartments at 325 square feet each. The ground level will feature community rooms, program spaces, and administration offices in support of The Salvation Army's rehabilitation program.

County of Orange Civic Center – County Administration North, Santa Ana, CA

As a public/private partnership (P3) delivery venture, Swinerton constructed the new 250,000-square-foot, six-story office building maximizes usable space and provides a flexible and open office environment. A steel structural system and precast concrete skin make way to an extensive glass façade, which infuses the building with natural light. A 300-seat boardroom doubles as an administrative space and public events forum, and a new two-level subterranean parking structure below the building's concrete podium supplies administrators and visitors with 350 stalls. Certified LEED Silver, Swinerton is self-performing the robust concrete scope of work.

County of Orange Civic Center – County Administration South, Santa Ana, CA

The new six-story office building maximizes space utilization and provides flexible open office space. Built with an extensive glass façade, the building is infused with natural daylight. Certified LEED Silver, it utilizes a steel structural system and a precast concrete and glass skin. It also features a 240-person conference and event center available for County agencies and the public. A new two-level, 350-stall subterranean parking structure sits below the building's concrete podium. It also houses the County of Orange's Emergency Operations Center and administrative support offices. Swinerton self-performed the extensive concrete scope of work.

EDUCATION

Southwest Carpenters Apprenticeship Program – JATC

AFFILIATIONS / CERTIFICATIONS

OSHA 10 Certified

OSHA 30 Certified

CPR and First Aid Certification

STS-C

REFERENCES

Paul McDonnell

Butier Engineering

714.612.4160

pmcdonnell@butier.com

Deryl Robinson

Griffin Structures

949.497.9000

drobinson@griffinstructures.com



PEACE OF MIND **EVERY TIME.**

Besim Fejzagic

Operations Manager
1150 South Olive Street, 27th Floor,
Los Angeles, CA 90015

M 949.622.7056

E bfejzagic@swinerton.com

swinerton.com



ATTENTION: City of Gardena c/o City Clerk
1700 W. 162nd Street, Gardena, CA 90247-3778
Swinerton Builders
1150 S. Olive Street, 27th Floor, Los Angeles, CA 90015

BID ON PROJECT NO. 978

'23 SEP 5PM 1:57
CITY CLERK'S OFC

1

BID PROPOSAL (BP)
GARDENA COMMUNITY AQUATIC AND SENIOR CENTER
PROJECT NO. JN 978

Contractor: Swinerton Builders

Address: 1150 South Olive Street, 27th Floor, Los Angeles, CA 90015

Phone: 213.896.3400 | Contact's phone: 949.468.8582

Fax: 887.349.3101

License No.: 92

D.I.R. No. 1000000286

Email: bfejzagic@swinerton.com

To Be Submitted
WITH
Bid Package

BID PROPOSAL

PROJECT NO. JN 978

REVISED BID SCHEDULE, AUGUST 17, 2023

The undersigned, having examined the proposed Contract Documents titled:

GARDENA COMMUNITY AQUATIC AND SENIOR CENTER

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents and itemized bid schedule below. All work shall be completed within **two hundred sixty (260) Working Days** from the date the Notice of Proceed is issued by the Engineer, excluding the 90-Day Landscape and Pool Maintenance Periods, City Holidays, unsuitable weather conditions or other "Acts of God", as well as any delays caused by long lead items.

Item No.	Item Description	Unit	Approx. Quantity	Unit Price in Figures	Item Total
1	Mobilization (Maximum 2%)	L.S.	1	\$ 350,000	\$ 350,000
2	General Conditions (Maximum 2%)	L.S.	1	\$ 365,000	\$ 365,000
3	Site Improvements: complete and in place, per the plans and specs, including deferred submittals	L.S.	1	\$ 3,202,000	\$ 3,202,000
4	Aquatics Building & Pool Equipment /Trash Enclosure Building: in place and complete per the plans and specs, including deferred submittals	L.S.	1	\$ 11,416,000	\$ 11,416,000
5	Pool and Pool Equipment: in place and complete per the plans and specs, including deferred submittals	L.S.	1	\$ 2,773,000	\$ 2,773,000
6	Utilities: (Electrical, Phone & Fiber/Data Services; Sewer, Domestic Water, Fire Service Water, and Gas Services, per the plans and specs, including any deferred submittals	L.S.	1	\$ 1,517,000	\$ 1,517,000
7	Telecommunication/AV, Security Design Build System: complete and in place, per the plans and specs, including deferred submittals	Allowance	1	\$100,000	\$100,000
8	90-Day Landscape Maintenance Period	L.S.	1	\$ 9,000	\$ 9,000
9	90-Day Pool Maintenance Period	L.S.	1	\$ 52,000	\$ 52,000

TO BE SUBMITTED WITH PROPOSAL

TOTAL CONTRACT BID:

(Figures) \$ 19,784,000

(Words) Nineteen Million Seven Hundred Eighty-Four Thousand

* In case of error in extension of price into the total price column, the unit price will govern.

PAYEMNT: All work required and shown on the construction plans and this specification for which no price or item is listed on this proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance or direct payment of any kind. Payment for performing such work or furnishing such equipment, labor, tools and materials shall be included in the above lump sum or unit bid prices and no additional compensation will be paid, therefore. The Contractor is required to submit a detailed schedule of values within twenty-one (21) calendar days after award of contract.

If the City determines that any of the unit bid prices are significantly unbalanced to the potential detriment of the City, the bid will be replaced as non-responsive.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of Ten Percent of the total amount of the Bid Dollars, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Sections 20172 and 20174, it is agreed a portion equal to the difference between the low bid and second low bid shall be retained as a bid bond forfeiture by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Swinerton Builders

Name of Bidder

Besim Fejzagic

Signature of Bidder

CERTIFICATE OF RESOLUTION

This is to certify that the following is a full, true, and complete copy of a Resolution adopted by the Board of Directors of SWINERTON BUILDERS ("Corporation") on April 18, 2023, and that the same has not been revoked nor modified.


NOW, THEREFORE, BE IT RESOLVED, that relating to the performance of preconstruction, engineering, construction and construction management work by the Corporation, this Corporation, Swinerton Builders, hereby expressly authorizes and empowers each and all of the following named individuals, acting in such individual's capacity as an officer or employee of the Corporation, to make, execute and deliver, in the name and on behalf of said Corporation, bids, bonds, applications for bid bonds, owner contracts, subcontracts, permits, liens, claims, waivers and releases of liens and claims, settlement agreements, and other project related agreements:

- | | | |
|----------------------------|-----------------------------|----------------------------------|
| 1. Jose E. Acosta | 26. Andrew M. Georgesen | 51. SheriAnn Murphy |
| 2. Donald D. Adair | 27. Jeffrey F. Good | 52. Andrew D. Pearl |
| 3. Glenn R. Ashton | 28. Jeffrey S. Goodermote | 53. Bradley K. Peterson |
| 4. Christopher J. Brennand | 29. D. Scott Grubb | 54. Brandon Rudloff |
| 5. Michael M. Berryhill | 30. Lori D. Guion | 55. Pedro ("Pete") Ruiz |
| 6. Kevin Brooks | 31. Ray A. Haj | 56. Alison T. Satt |
| 7. Sloane L. Brown | 32. Christina M. Hartsuiker | 57. Carrie L. Shaeffer |
| 8. David C. Callis | 33. Peter Hau | 58. Jeremiah Shakespeare |
| 9. Daniel Camin | 34. Elizabeth Hawkins | 59. Drew A. Smith |
| 10. James Cardin | 35. Scott L. Henrikson | 60. Kevin M. Smith |
| 11. Jason R. Chupp | 36. Jason Hlewicki | 61. John S. Spight |
| 12. Darlene Cho | 37. Paul A. Hinz | 62. Benjamin K. Steele |
| 13. Scott V. Conrad | 38. Jared W. Hoeflich | 63. Matthew ("Allen") A. Terrell |
| 14. David B. Cramp | 39. Chad D. Holajter | 64. Lia Tatevosian |
| 15. Ciaran A. Creighton | 40. Brian S. Holley | 65. Aaron M. Townsend |
| 16. Keith A. Dancey | 41. Jeff Jenco | 66. Nicholas M. Vovakes |
| 17. Nicholas P. Elmont | 42. Robert Jennings | 67. John A. Wakeman |
| 18. Christopher A. Evans | 43. Timothy J. Kretschmar | 68. David K. White |
| 19. Gregory W. Evans | 44. Jennifer Lauritzen | 69. Tyler Whittaker |
| 20. Besim Fejzagic | 45. Joshua M. Leen | 70. Jon Windholz |
| 21. Ruth A. Fernandez | 46. Brian J. McCarthy | 71. David R. Worley |
| 22. Frank Foellmer, Jr. | 47. Terry M. McKellips | 72. Aaron J. Yamasaki |
| 23. Eric M. Foster | 48. Gerald E. Mejia | 73. Jay G. Yarbrough |
| 24. John M. Foster | 49. Christopher S. Morris | |
| 25. Jeffrey S. Gee | 50. Derek D. Mosiman | |

And, Operations Managers, Project Executives, and Project Managers of the Corporation are authorized and empowered to execute subcontract change orders and subcontracts (including agreements with suppliers and other project related vendors) for the Corporation, and that the Chief Estimators and Directors of Preconstruction of the Companies are authorized and empowered to execute bids on behalf of the Corporation.

And, if the employment of a person listed above (with Swinerton Builders or Swinerton Incorporated, whichever the case may be) is terminated, such authority for the individual shall be revoked as of the date of termination.

Date: August 7, 2023



SheriAnn Murphy, Secretary

BID PROPSOAL

PROJECT NO. JN 978

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by number and date each addendum received.

Addendum No. 1 Date July 31,2023 Addendum No. Date

Addendum No. 2 Date August 17,2023 Addendum No. Date

Addendum No. 3 Date August 28,2023 Addendum No. Date

Addenda will be issued by email directly to the pre-qualified general contractors. It is the Bidder's sole responsibility to obtain and administer any Addendum related to this bid. An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.

If an addendum or addenda has been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.


Besim Fejzagic
Bidder's Signature

09.05.23
Date

BID PROPOSAL

TO BE SUBMITTED WITH PROPOSAL

BP-8

BIDDER'S DECLARATION

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.
2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.
4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the City after evaluation of the bids as submitted. The undersigned agrees that the City shall recover or retain as a bid bond forfeiture an amount equal to the difference between the low bid and amount of the bid of the bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code Sections 20172 and 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

BIDDER'S DECLARATION (Continued)

7. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

Swinerton Builders

Contractor's Business Name

1150 South Olive Street, 27th Floor

Business Address: Street

Los Angeles CA 90015

City State Zip

213.896.3400

Business Phone Number

09.05.23

Date

Besim Fejzagic, Operations Manager


Name Title

Los Angeles CA 90015

City State Zip

General Contractor

Contractor (Print) Title



Signature

Operations Manager

Title

License #92/Classification B - General Building Contractor

Contractor's License No. and Classification

Please see following _ General Contractor's License

887.349.3101

Business Fax Number

Not Applicable

Residence: Street

Not Applicable

Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each partner (general and/or limited) must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

General Contractor's License

California Contractor's State License number 92, was issued in October 1929. Swinerton builders' current and valid General Building Contractor's License, Class B, is in good standing with the California contractor's license board. It has not been suspended or revoked at any time.

TYPE	LICENSE CLASSIFICATION	QUALIFIER	EXPIRATION
A	General Engineering Contractor	R. Haj	31-Aug-2023
B	General Building Contractor	R. Haj	31-Aug-2023
C-2	Insulation & Acoustical	E. Foster	31-Aug-2023
C-4	Boiler, Hot Water Heating & Steam Fitting	E. Foster	31-Aug-2023
C-5	Framing & Rough Carpentry	E. Foster	31-Aug-2023
C-6	Cabinet, Millwork & Finish Carpentry	E. Foster	31-Aug-2023
C-8	Concrete	E. Foster	31-Aug-2023
C-9	Drywall	J. Watson	31-Aug-2023
C-10	Electrical	M. Renz	31-Aug-2023
C-12	Earthwork & Paving	E. Foster	31-Aug-2023
C-16	Fire Protection Contractor	E. Foster	31-Aug-2023
C-20	Warm-Air Heating, Ventilating and Air-Conditioning	E. Foster	31-Aug-2023
C-21	Building Moving, Demolition	G. Nuno	31-Aug-2023
C-23	Ornamental Metals	E. Foster	31-Aug-2023
C-29	Masonry	E. Foster	31-Aug-2023
C-33	Painting & Decorating	E. Foster	31-Aug-2023
C-35	Lathing & Plastering	E. Foster	31-Aug-2023
C-36	Plumbing	E. Foster	31-Aug-2023
C-38	Refrigeration	E. Foster	31-Aug-2023
C-39	Roofing	E. Foster	31-Aug-2023
C-42	Sanitation System	E. Foster	31-Aug-2023
C-50	Steel, Reinforcing	E. Foster	31-Aug-2023
C-51	Steel, Structural	E. Foster	31-Aug-2023
C-55	Water Conditioning	E. Foster	31-Aug-2023
D-34	Prefabricated Equipment	E. Foster	31-Aug-2023
HAZ	Hazardous Substances Removal	E. Foster	31-Aug-2023
ASB	Asbestos	E. Foster	31-Aug-2023



BID PROPOSAL

PROJECT NO. JN 978

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

Besim Fejzagic being first duly sworn, deposes and says that he or she is Operations Manager of Swinerton Builders the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

Swinerton Builders

NAME OF BIDDER



SIGNATURE OF BIDDER

1150 South Olive Street, 27th Floor

ADDRESS OF BIDDER

Los Angeles

CITY

CA

STATE

90015

ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

TO BE SUBMITTED WITH PROPOSAL

BP-11

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

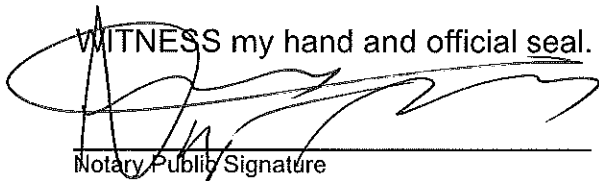
County of Los Angeles }

On 08/30/2023 before me, Alexis Duque-Belmontes - Notary Public,
(Here insert name and title of the officer)

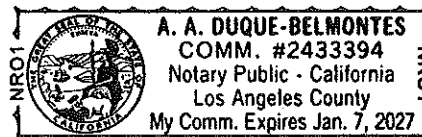
personally appeared Besim Fejzagic,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) (s) are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Proposal Proj. No. JN 978

(Title or description of attached document)

Non-collusion affidavit

(Title or description of attached document continued)

Number of Pages Document Date 08/30/2023

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☒ Corporate Officer
Operations Manager
(Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

BID PROPOSAL

PROJECT NO. JN 978

DECLARATION OF ELIGIBILITY TO CONTRACT

[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The undersigned contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.”

“(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and has determined that none of them are ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 05 day of September, 2023, at _____
1150 South Olive Street, 27th Floor, Los Angeles (place of execution),
California 90015.

Signature:  Name: Besim Fejzagic

Title: Operations Manager Company: Swinerton Builders

BID PROPOSAL

PROJECT NO. JN 978

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Swinerton Builders, as Principal,
and Zurich American Insurance Company, as Surety,
are held firmly bound unto the City of Gardena in the sum of \$ 10%;
Ten Percent of the Total Amount Bid--- DOLLARS,

(not less than ten percent of total amount of bid)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to the City to perform all work required under the following:

PROJECT: GARDENA COMMUNITY AQUATIC AND SENIOR CENTER

NOW, THEREFORE, if said Principal is awarded a Contract by the City and, within the time and in the manner required in the Specifications for said project, enters into the written form of Contract bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, said Surety shall pay all costs incurred by the City in such suit, including a reasonable attorneys' fee to be fixed by the court. Surety hereby waives the provisions of California Civil Code §2845.

SIGNED AND SEALED, this 24th day of August, 20 23.

Swinerton Builders (SEAL)
Principal

Zurich American Insurance Company (SEAL)
Surety

BY: 

Signature

Basim Pessiaic
OPERATIONS MANAGER

BY: 

Signature Janet C. Rojo, Attorney-in-Fact

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

TO BE SUBMITTED WITH PROPOSAL

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On August 24, 2023 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Janet C. Rojo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Thuyduong LE, Brittany KAVAN, Julia ORTEGA, Douglas B. BOWRING, Matthew KALAFATIS, Misty R HEMJE, Courtney CHEW, Maria De Los Angeles REYNOSO, Tina K. NIERENBERG, Susan HECKER, K. ZEROUNIAN, Janet C. ROJO, Betty L. TOLENTINO, M. MOODY, Maureen O'CONNELL, Robert P. WRIXON, Kevin RE, Virginia L. BLACK, Susan M. EXLINE, **all of San Francisco, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of April, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

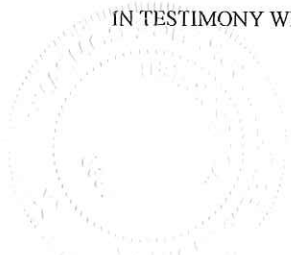
By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 26th day of April, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Iva Bethea
Notary Public
My Commission Expires September 30, 2023



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29th day of August, 2023



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

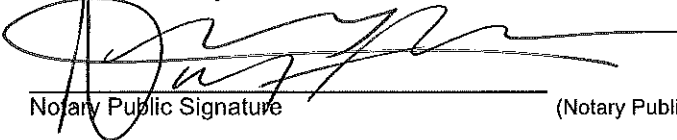
County of Los Angeles }

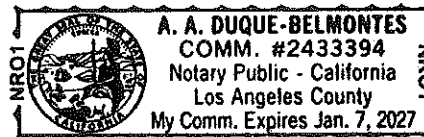
On 08/30/2023 before me, Alexis Duque-Belmontes - Notary Public,
(Here insert name and title of the officer)

personally appeared Besim Fejzagic,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond Proj. No. JN 978

(Title or description of attached document)

Swinerton builders - Principal

(Title or description of attached document continued)

Number of Pages Document Date 08/30/2023

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☒ Corporate Officer
Operations Manager
(Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, ~~is~~ /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

BID PROPOSAL

PROJECT NO. JN 978

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.

Portion of Work %	Subcontractor's Name & Address	Type of Work	State License Number	Class	D.I.R. Number
	See attached ^{BSF}				

Not more than ____%.

TO BE SUBMITTED WITH PROPOSAL

BID PROPOSAL

PROJECT NO. JN 978

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100- 4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.

Portion of Work %	Subcontractor's Name & Address	Type of Work	State License Number	Class	D.I.R. Number
0.5%	QUALITY REBAR INC / SAN DIEGO, CA	Reinforcing	818593	C50	100000745
2.4%	SANTA CLARITA CONCRETE / SANTA CLARITA, CA	Structural Concrete	381605	B, C-8, A	1000002536
4.7%	MAJESTIC MASONRY INC / UPLAND, CA	Masonry	458955	C29	1000005527
5.8%	JUNIOR STEEL CO. / GARDENA, CA	Structural Steel & Misc. Metals	825032	C51, B, C23	1000001083
0.9%	ECKLES CONSTRUCTION INC / HUNTINGTON BEACH, CA	Metal Decking	312536	B, C50, C51, A	1000003773
0.8%	HOUSE OF STAINLESS STEEL INC THE / GARDENA, CA	Ornamental Metal	972428	C-23	1000013761

0.8%	QUALITY PRODUCTION SERVICES INC / RANCHO DOMINGUEZ, CA	Rough Carpentry	725908	C-9, B	1000008345
1.1%	REYES SINGLE PLY ROOFING MASTERS CORP / RIALTO, CA	Roofing	908008	C39, B	1000028142
0.7%	DOORTEK SYSTEMS INC / ANAHEIM, CA	Door, Frames & Hardware	726227	C61/D28	1000053931
1.5%	BROADWAY GLASS AND MIRROR INC / LONG BEACH, CA	Glass & Glazing	638378	C17	1000033156
1.3%	QUALITY PRODUCTION SERVICES INC / RANCHO DOMINGUEZ, CA	Lath & Plaster	725908	C-9, B	1000008345
0.8%	INLAND PACIFIC TILE INC / SAN BERNARDINO, CA	Tiling	780298	C54	1000000911
0.8%	L 2 SPECIALTIES INC / SANTA ANA, CA	Operable Partitions	794919	B, C-61	1000002733
14.3%	CALIFORNIA COMMERCIAL POOLS INC / GLENDORA, CA	Pools	415172	B, C53	1000001406
2.0%	SHADE STRUCTURES INC dba USA SHADE & FABRIC STRUCTURES / COPELL, TX	Pre-Engineered Fabric Shade Structures	989458	B	1000003533
0.7%	SCHINDLER ELEVATOR CORPORATION / MORRISTOWN, NJ	Elevators	375733	C11	1000012845

0.8%	NATIONAL FAIL SAFE / WESTMINSTER, CA	Fire Alarm & DAS	708445	B, C-7, C10	1001075262
4.0%	ACCO ENGINEERED SYSTEMS INC dba ACCO ENGINEERED SYSTEMS / PASADENA, CA	Plumbing	120696	A, B, C4, C10, C16, C20, C36, C38, C42	1000000546
3.8%	OAT Inc DBA Olympic Air Tech / City , State	HVAC	State License No.	License Class	DIR No.
5.1%	A J KIRKWOOD & ASSOCIATES INC / FULLERTON, CA	Electrical	724633	B, C10	1000000844
2.9%	LEKO CONSTRUCTION INC / MOORPARK, CA	Earthwork	385067	A, C12	1000000436
2.5%	DEAN VISOSKY CONTRACTORS INC / ORANGE, CA	Site Concrete	1005771	B, C27, C-8	1000028369
0.6%	C G SYSTEMS INC DBA CALIFORNIA GATE AND ENTRY SYSTEMS / ANAHEIM, CA	Fences and Gates	520990	C61/D28, C10, C-7, B	1000033058
1.5%	ADVANCED LANDSCAPE 2000 INC / WOODLAND HILLS, CA	Landscape & Irrigation	829882	C27	PW-LR-10006 03894
3.8%	TORO ENTERPRISES INC / OXNARD, CA	Site Utilities	710580	A, C31	1000002410
1.5%	TRADEMARK CONCRETE SYSTEMS INC / CAMARILLO, CA	Concrete Pool Deck	511344	B, C-8, C-61/D06	1000004353

Not more than %.

TO BE SUBMITTED WITH PROPOSAL

BID PROPOSAL

PROJECT NO. JN 978

CONCRETE POOL DECK SUBCONTRACTOR EXPERIENCE REQUIREMENTS

Swimming Pool Deck Subcontractor other than the swimming pool Subcontractor certifies that it meets the qualifications and experience requirements established in Swimming Pool General Requirements, Technical Specifications, Division 13, as follows:

1. Subcontract has, in the last five (10) years, constructed at least five (5) commercially designed cantilevered pool decks over perimeter gutters, each of which have incorporated a minimum size of 6,000 square feet of water surface area of the swimming pool.
2. The following list of projects meet the requirements of section (b) above and the contact as reference by the Contractor, the Awarding Authority of their agent or designee.

Subcontractor's Name: Trademark Concrete Systems, Inc.

- | | | |
|----|------------------------|---|
| a. | Owner: | <u>Hanjin Group</u> |
| | Scope of Project: | <u>Site Concrete/Pool Deck at Wilshire Grand in DTLA</u> |
| | Contact Person: | <u>Jen Packer</u> |
| | Phone Number: | <u>619.251.3907</u> |
| | Architect for Project: | <u>RELM</u> |
| b. | Owner: | <u>Mack Real Estate Group</u> |
| | Scope of Project: | <u>Site Concrete/Pool Deck at AVEN in DTLA</u> |
| | Contact Person: | <u>Andrew Dutton</u> |
| | Phone Number: | <u>415.250.9882</u> |
| | Architect for Project: | <u>AECOM Design</u> |
| c. | Owner: | <u>City of El Monte, Jamboree, & Grapevine Advisors</u> |
| | Scope of Project: | <u>Site Concrete/Pool Deck at El Monte Gateway Parcel 4</u> |
| | Contact Person: | <u>Craig Copeland</u> |
| | Phone Number: | <u>714.345.9466</u> |
| | Architect for Project: | <u>ima</u> |
| d. | Owner: | <u>Pepperdine</u> |
| | Scope of Project: | <u>Site Concrete/Pool Deck at Firestone Field House</u> |
| | Contact Person: | <u>Garth Barrett</u> |
| | Phone Number: | <u>424.644.0295</u> |
| | Architect for Project: | <u>Brightview Design Group</u> |
| e. | Owner: | <u>City of Glendale</u> |
| | Scope of Project: | <u>Flatwork at Pool Deck at Pacific Community Pool Glendale</u> |
| | Contact Person: | <u>Mark Weichmann</u> |
| | Phone Number: | <u>818.535.5592</u> |
| | Architect for Project: | <u>RJM Design Group</u> |

TO BE SUBMITTED WITH PROPOSAL

BID PROPOSAL

PROJECT NO. JN 978

SWIMMING POOL SUBCONTRACTOR EXPERIENCE REQUIREMENTS

Subcontractor certifies that it meets the qualifications and experience requirements established in Swimming Pool General Requirements, Technical Specifications, Division 13, as follows:

1. Subcontractor has derived 50% of its annual revenue from public-use swimming pool construction for each of the last five (5) years.
2. Subcontractor has, in the last five (10) years, constructed at least five (5) commercially designed municipal and public-use swimming pools, each of which have incorporated a minimum size of 5,000 square feet of water surface area (250,000 Gallons) with a concrete and ceramic tile perimeter overflow gutter and self-modulating balance tank.
3. The following list of projects meet the requirements of section (b) above and the contact as reference by the Contractor, the Awarding Authority of their agent or designee.

Subcontractor's Name: California Commercial Pools, Inc

- | | | |
|----|------------------------|--|
| a. | Owner: | <u>Chaffey Joint Union School District / Chaffey High School</u> |
| | Scope of Project: | <u>New 30M Comp Pool with New Decks</u> |
| | Contact Person: | <u>Bobby Slagle, Director of Operations</u> |
| | Phone Number: | <u>909-988-8511</u> |
| | Architect for Project: | <u>Aquatic Design Group</u> |
| | | |
| b. | Owner: | <u>Garden Grove Unified School District / La Quinta High School / Pacifica High School</u> |
| | Scope of Project: | <u>New 25M Pool</u> |
| | Contact Person: | <u>Jeff Thrift, Project Manager</u> |
| | Phone Number: | <u>714-663-6443</u> |
| | Architect for Project: | <u>Terracon</u> |
| | | |
| c. | Owner: | <u>Anaheim Union High School District / Anaheim High School</u> |
| | Scope of Project: | <u>38M Competition Pool</u> |
| | Contact Person: | <u>Jennifer Neely</u> |
| | Phone Number: | <u>714-999-3511</u> |
| | Architect for Project: | <u>Arch Pac</u> |
| | | |
| d. | Owner: | <u>Fresno Unified School District / Roosevelt HS Pool Complex</u> |
| | Scope of Project: | <u>35M x 25Y Pool with Decks</u> |
| | Contact Person: | <u>Mitch Gaasch, Project Manager</u> |
| | Phone Number: | <u>559-457-6119</u> |
| | Architect for Project: | <u>Aquatic Design Group</u> |
| | | |
| e. | Owner: | <u>Farmersville Unified School District / Farmersville HS Aquatic Center</u> |
| | Scope of Project: | <u>25Y x 30M Comp Pool with Decks</u> |
| | Contact Person: | <u>CM Construction Services – Mike Adams</u> |
| | Phone Number: | <u>559-735-9556</u> |
| | Architect for Project: | <u>Aquatic Design Group</u> |

TO BE SUBMITTED WITH PROPOSAL

BID PROPOSAL

PROJECT NO. JN 978

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM Swinerton Builders

TITLE OF PERSON SIGNING Operations Manager

SIGNATURE 

DATE 09.05.23

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

In 2020, Swinerton signed AGC's Culture of Care pledge, which affirms our commitment to a work environment that is free of harassment, hazing, and bullying. We commit to hire and pay based on skill and experience, regardless of ethnicity, gender identity, nationality, race, religion, sex, or sexual orientation. We retain high-performing employees by identifying and removing barriers to advancement. And we empower every individual to promote a culture of diversity and inclusion.

BID PROPOSAL

PROJECT NO. JN 978

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 5-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____



Name: Besim Fejzagic

Title: Operations Manager

Company: Swinerton Builders

TO BE SUBMITTED WITH PROPOSAL

BP-18

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS**
(Continued)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

TO BE SUBMITTED WITH PROPOSAL



CITY OF GARDENA BID TABULATION

DEPARTMENT: PUBLIC WORKS
 PROJECT: GARDENA COMMUNITY AQUATIC AND SENIOR CENTER - JN 978
 DATE & TIME: SEPTEMBER 5, 2023 at 2:00 PM

Bid Bond	✓	✓		
NAME OF BIDDERS & ADDRESS OF BIDDERS	Swinerton Builders 1150 S. Olive Street, 27 th Floor Los Angeles, CA 90015	Morillo Construction, Inc. 227 N. Holliston Ave. Pasadena, CA 91106		
TOTAL BID	\$19,784,000.00	\$21,487,704.00		
Bid Bond				
NAME OF BIDDERS & ADDRESS OF BIDDERS				
TOTAL BID				



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 18.A
Section: DEPARTMENTAL
ITEMS - TRANSPORTATION
Meeting Date: September 12,
2023

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

AGENDA TITLE: Approve Contract with Arellano Associates for Microtransit Service
Community Outreach and Education in the amount of \$127,020 and a Project Total of
\$146,073

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Contract

RECOMMENDATION AND STAFF SUMMARY:

In Spring 2024, GTrans will launch its Microtransit service, a flexible, demand-responsive transportation service that integrates software for on-demand trip planning on smaller vehicles, similar to Uber and Lyft. The service will combine GTrans' existing Special Transit customers and new, on-demand general public customers. In April 2023, City Council approved a contract with Pulsar to develop the branding design of the service (including logos and livery) and in June 2023, approved the purchase of software from RideCo. In subsequent meetings, Council approved the purchase of microtransit vehicles and bus mobile validators that will allow TAP payment onboard. Since that time, GTrans Staff has been working on designing the service, hiring staff, branding the vehicles and putting it all together to prepare for a launch in Spring 2024.

One of the keys to success for our new microtransit service is to ensure both existing Special Transit customers and new general public customers are well-educated on how to ride and pay for their ride. This is particularly important for existing Special Transit customers who may encounter new processes and features than those they experienced with their traditional Special Transit travel. This extensive outreach will require the assistance of an outside firm with considerable expertise in community outreach and education.

For nearly 30 years, Arellano Associates (Arellano) has specialized in communications and public outreach, serving many of Southern California's most important public programs, including transportation, public safety, sustainability, planning, infrastructure improvement, and other energy and water-related projects. As both a certified Small Business and Disadvantaged Business Enterprise (DBE) Arellano operates with a vision to serve as a trusted partner guiding meaningful community engagement that is intentional, equitable, and inclusive. Arellano has specific expertise in marketing and outreach work with on-demand transit programs, such as with Los Angeles Metropolitan Transportation Authority's Metro

Micro Pilot Program, where they encouraged project awareness by employing various conventional, in-person, and digital outreach methods to introduce and promote Metro's new on-demand rideshare service. With similar projects and outreach efforts in the cities of Moorpark and Milipitas, Arellano and its project team has demonstrated relevant experience that will greatly benefit the City of Gardena's community and GTrans' current and future customers.

Arellano's main focus will be to ease the transition for our current riders and to educate our customers and community about the new service and how to use it. This will be done through outreach to key stakeholder groups, such as seniors, community groups, etc., and delivery of presentations at scheduled meetings and pop-up events. The firm will also develop digital and other collateral material for GTrans to use with its social media campaigns and at local events. Following the successful launch and for the duration of the pilot, Arellano will update the outreach plan and continue to identify additional opportunities to augment customer communication and education. GTrans reviewed the proposal and associated costs and determined they are fair and reasonable. The work will be conducted on a time and materials basis. GTrans is requesting a contingency for this project of 15 percent, or an additional \$19,053 to accommodate any unforeseen expenditures that may arise. Such expenditures would not be allowed unless agreed upon and approved in advance by GTrans management.

Therefore GTrans respectfully recommends that the City Council approve an award of a contract to Arellano Associates in the amount of \$127,020 and a project total of \$146,073, which includes a 15 percent contingency.

FINANCIAL IMPACT/COST:

GTrans has eligible funding within the FY24 approved budget for this project. There is no impact to the General Fund.

ATTACHMENTS:

[City of Gardena Agreement with Arellano Associates.pdf](#)

APPROVED:



Clint Osorio, City Manager

AGREEMENT BETWEEN
THE CITY OF GARDENA
AND
ARELLANO ASSOCIATES, LLC.

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

1. Recitals.

A. City is desirous of obtaining outreach support for GTrans' Microtransit service.

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

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

2. Services.

A. The services to be performed by Consultant shall consist of the scope of services outlined in Consultant's proposal, and any associated addendum, incorporated herein by reference, unless otherwise instructed by City.

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

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

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

5. Consultant's Proposal. This Agreement shall include and incorporate therein Consultant's proposal in response incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

6. Timing of Performance. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete

the performance of the Services required of it by this Agreement City, in its sole discretion, may extend the time for performance of any Service.

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

8. Term of Agreement/Termination.

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

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

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

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

9. Invoices and Payments.

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

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

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

10. Records/Audit.

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

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

2. Records which establish that Consultant and any subconsultant who renders

Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations.

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

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

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

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

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

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

14. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

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

15. Confidentiality. Consultant acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Consultant agrees to hold Confidential Information in

strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information" (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Consultant must comply with all HIPAA requirements and rules when determined applicable by the City. If City determines that (1) City is a "covered entity" under HIPAA, and that (2) Consultant will perform "business associate" services and activities covered under HIPAA, then at City's request, Consultant agrees to execute City's Agreement in compliance with HIPAA.

Consultant shall ensure its directors, officers, employees, Sub-consultants or agents use personal information solely for the purposes of accomplishing the services set forth herein. Consultant and its Sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the City or as otherwise required by law.

Any breach of this provision may result in termination of the Agreement and demand for return of all personal information. Moreover, Consultant will indemnify and hold the City harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the information as a result, in whole or in part, of Consultant's action or inaction.

16. Nonuse of Intellectual Property of Third Parties. Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold City harmless against all claims raised against City based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Consultant pursuant to 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 worked made for hire for City by Consultant and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination of this Agreement.

18. Legal Requirements.

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

B. Consultant warrants 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; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreements.

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

19. Conflict of Interest and Reporting.

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

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

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

21. Insurance.

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

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

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

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, with coverage at least as broad as Insurance Services Office Form CG 00 01, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. General Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, including hired and non-owned autos with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

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

4. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, unless cancelled for non-payment, then ten (10) calendar days notice shall be given, is mailed to City.

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

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

b. The insurer shall agree to provide City with thirty (30) days prior written notice, of any cancellation, non-renewal or material change in coverage, unless cancelled for non-payment, then ten (10) calendar days notice shall be given.

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

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

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

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

request by City.

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

22. Indemnity.

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

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

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

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

24. 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.

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

City of Gardena – GTrans
Attn: Rachel Yoo
13999 S. Western Avenue
Gardena, California 90249
Email: ryoo@gardenabus.com

Arellano Associates, LLC.
Attn: Genoveva L. Arellano
5851 Pine Avenue, Suite A
Chino Hills, California 91709
Email: garellano@arellanoassociates.com

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

26. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

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

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

29. Electronic Signatures. 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.

30. Joint Drafting. 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.

31. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *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 7924.510, 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.

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

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

34. 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.

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

CITY OF GARDENA

By _____
Tasha Cerda
Mayor

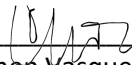
Date _____

ACCEPTED: ARELLANO ASSOCIATES, LLC.

By Genoveva L. Arellano
Genoveva L. Arellano
Principal

Date 9/6/2023

APPROVED AS TO FORM:


Carmen Vasquez
City Attorney

Request for Proposal

September 5, 2023

City of Gardena's Transportation Department On-Demand MicroTransit Service



PREPARED FOR



PREPARED BY



arellano
associates

Firm Overview



Established in 1994, **Arellano Associates (AA)** is a professional services consulting firm specializing in communications and public outreach, community and government relations, and strategic planning and marketing programs. AA serves many of Southern California's most important public programs, including

transportation, public safety, sustainability, planning, infrastructure improvement, and other energy and water-related projects. Our vision is to serve as a trusted partner guiding meaningful community engagement that is **intentional**, **equitable**, and **inclusive**. Our team of professionals provides comprehensive communications and planning services for the full spectrum of public projects from planning to construction or implementation. AA is a Limited Liability Corporation and is woman-owned and minority-owned. AA is a certified Small Business-owned (SBE) and Disadvantaged Business Enterprise (DBE). AA is headquartered in Chino Hills, California and is comprised of a growing team of 70 staff members.

AA believes positive change is possible in communities that are informed and engaged. AA has made it its mission to provide the most innovative and culturally fluent outreach that collaboratively engages stakeholders and decision makers to support intentional, equitable, and inclusive community engagement. Our firm's understanding and appreciation for stakeholder diversity – along with bringing forward the latest innovations in outreach – enables us to work together with clients toward achieving their goals. AA creates and executes specific and tailored community engagement programs and can take apart complex and difficult projects and develop approaches and solutions that provide positive results. Our firm has led outreach for agencies throughout the region and provides unmatched communication and facilitation capabilities and commitment.

AA stands as a proven leader in public outreach and stakeholder engagement for transportation initiatives, with an expansive track record that spans both large-scale transportation agencies and small-scale transit programs. Our extensive outreach work on the Los Angeles County Transportation Authority's Metro Micro Pilot Program encouraged project awareness by employing various conventional, in-person, and digital outreach methods to introduce and promote Metro's new on-demand rideshare service. AA has also demonstrated our commitment to fostering success at the local level

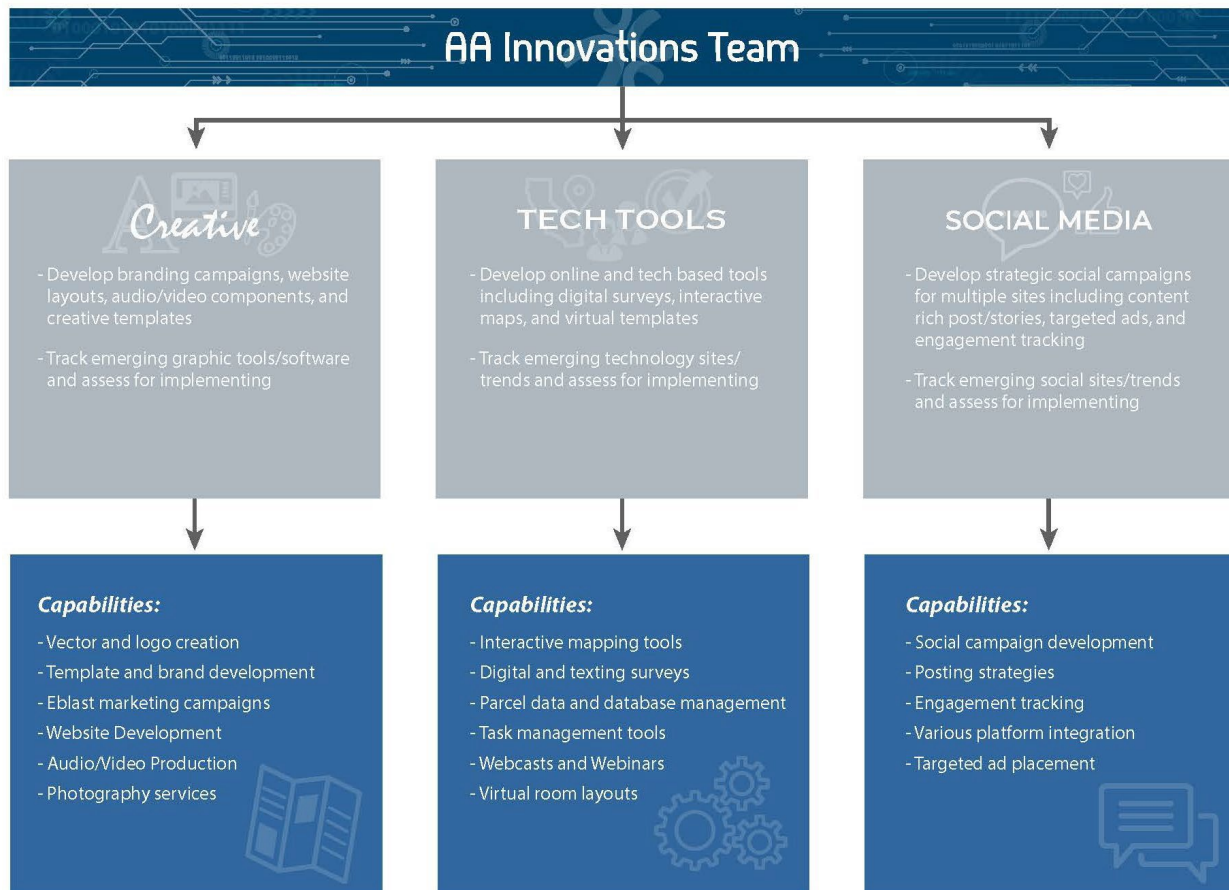


through engagements like the City of Milpitas Simple Mobile Access to Reliable Transit (SMART) program and the City of Moorpark MCT On-Demand marketing program by hosting community events and providing onboarding support. Our selected team of professionals are available immediately and have the unique capability to effectively engage the community while simultaneously educating and promoting the new Gardena Transit Service. We are steadfast in our commitment to adhering to deadlines and financial guidelines, ensuring that the project is accomplished seamlessly on time and within budget.

Staff Resources

Innovations Team

Since its formation, AA has focused on researching and utilizing the latest communication tools and services to maximize stakeholder engagement and add value to projects, with a focus on innovation and technology. The use of technology in our outreach programs is an essential, cost-effective, and a fun communication method. To that end, we have assembled a designated department of specialists, **the AA Innovations Team**, dedicated to serving as creative and technology experts for all projects that we work on.



This team works to bring AA's technology toolbox to life on projects, which includes the use of creative and visual design software, video and audio tools, webcast, webinars, virtual meetings, digital interactive mapping, survey and polling platforms, online comment forums, digital notification and awareness, social media programs and demographic engagement targeting. In addition to this in-house toolbox, the AA Innovations Team has the ability to understand and implement other new and emerging digital platforms and technologies that clients and teaming partners bring to us. Our diligence in exploring and implementing emerging technologies and innovative solutions has positioned AA as an industry leader in digital outreach and engagement and has allowed public engagement to be amplified and an exponential growth in the number of stakeholders that are now able to actively participate in projects.

Case Studies

Metro Micro Pilot Project



Metro Micro is a new on-demand rideshare service, offering trips within several zones in LA County. The new service is for short local trips and uses small vehicles (seating up to ten passengers). Micro is part of Metro's family of services and has been designed together with our NextGen Bus Plan. The service is meant to be a fast, safe, and convenient option for quick trips around town. During the initial pilot phase, nine service zones were launched in the County.

Under the direction of RideCo, AA increased project awareness by employing various conventional, in-person, and digital outreach methods. The outreach efforts included reaching residents, riders, community-based organizations, businesses, and local employers in each zone. In each zone, targeted briefings were held to notify key stakeholder organizations and civic agencies of the new service before the outreach team conducted on-board bus outreach, rail station outreach, key destination outreach, and outreach at pop-up events with added focus on disadvantaged and hard-to-reach communities within each zone.

Organized 50+ briefings to major stakeholders ahead of each zone launch

Developed e-mail communication strategy and implemented marketing communications with Micro stakeholders

Distributed collateral materials to 150+ businesses and civic organizations

Role: Subconsultant for public outreach

Contract Amount: \$633,000

Contract Duration: September 2020 – March 2023

Agency Reference: Rani Narula-Woods, Sr. Director; NarulaWoodsR@metro.net

City of Moorpark Marketing Tabling Event/Bus Ridealong



The City of Moorpark launched a new micro mobility service in 2022 to supplement existing transit options in the City. The City contracted RideCo to develop a new on demand rideshare service to serve several key destinations in the city. The service allows residents to book on-demand rides to and from several key destinations in Moorpark including City Hall, Moorpark College, Moorpark Marketplace, Arroyo Vista Community Park, and several other locations.

AA provided in-person outreach support at two major city events, Moorpark Country Days and Moorpark 3rd of July Fireworks Extravaganza. AA also conducted on-board outreach support on the city's two fixed transit shuttle routes to provide customers with information on the new MCT on Demand service.

Engaged with more than 300 Moorpark residents at two community events.

Engaged with more than 30 fixed-transit route customers to provide information on the new MCT on Demand service.

Role: Prime consultant for public outreach

Contract Amount: \$9,700

Contract Duration: June 2022 - October 2022

Agency Reference: Adeline Chien, Sr. Marketing Manager; (504) 434-2339, adeline.chien@rideco.com

City of Milpitas Simple Mobile Access to Reliable Transit (SMART)



The SMART program is a zone-based rideshare program for residents and workers in the City of Milpitas. The service was launched in 2022, in partnership with RideCo. The program provides point-to-point, on-demand rideshare services within the city limits and offers connections to the Great Mall and three Valley Transit Authority (VTA) light rail line stations.

AA played an instrumental role in the Milpitas SMART project, actively coordinating and executing a series of pop-up events across three VTA Light Rail stations as well as the Milpitas Great Mall. These strategic initiatives provided an invaluable platform to engage with over 1,000 members of the public, fostering awareness and interest in the project. Our team distributed more than 800 informational flyers and attached over 200 posters at all bus stops throughout the City of Milpitas. This concerted effort not only contributed to heightened visibility for the Milpitas SMART service but also led to a tangible increase in ridership and app downloads, reflecting the effectiveness of our hands-on and community-centric approach.

Developed and implemented collateral materials to promote the mobile app and rideshare program

Role: Prime consultant for public outreach

Contract Amount: \$10,550.26

Contract Duration: October 2022 – August 2023

Agency Reference: Adeline Chien, Sr. Marketing Manager; (504) 434-2339,
adeline.chien@rideco.com

Team Resumes

Maria Yáñez- Forgash Project Manager



Education

Master of Public Administration,
California State University
Fullerton, 2001

Bachelor of Arts, Criminal
Justice, California State
University Fullerton, 1997

Years with Arellano Associates
15

Years of Experience
23

Areas of Expertise

- Community Relations
- Program Management
- Strategic Planning
- Creative Material Development
- Marketing
- Urban & Regional Planning
- Bilingual – Spanish

Professional Summary

Maria Yáñez-Forgash has over 23 years of community relations experience in both the public and private sectors. As a Project Manager, she has extensive experience working on a wide array of projects ranging from transportation to planning, goods movement, air quality and active transportation. Additionally, she has experience implementing multilingual public education campaigns within diverse community settings. Maria is an established professional with excellent interpersonal skills that facilitate relationship building with clients and stakeholders at all levels including high-level staff, business leaders, grassroots groups, underserved communities, and elected officials. She is skilled in project management, community outreach and engagement, inter-agency relations, marketing, and event coordination. Her ability to fluently speak, read and write in Spanish has enabled her to successfully reach and engage underserved communities throughout Southern California.

Project Experience

Los Angeles County Metropolitan Transportation Authority (Metro), Metro Micro Pilot Project, Los Angeles County, CA

(May 2018 – Dec. 2018, Dec. 2021 – Present)

As part of the NexGen Bus Plan, Metro is launching a new 3-year micro-transit pilot service – Metro Micro within several service areas in Los Angeles County. This new on-demand rideshare service is primarily used for short trips and utilizes small vehicles that seat up to ten passengers. Arellano Associates is conducting public outreach in support of the launch of Metro Micro. Maria serves as the Project Manager and helps oversee the development and implementation of multi-lingual, zone-specific outreach plans that include but are not limited to targeted stakeholder briefings, electronic newsletters, bus, and station in-person outreach, and collateral material development.

Orange County Transportation Authority (OCTA), OC Streetcar, Orange County, CA *(June 2015 – Present)*

The OC Streetcar is the first modern streetcar project to be built in Orange County and will serve Santa Ana's historic and thriving downtown, which includes federal, state, and local courthouses, government offices, colleges, an artists' village, and a thriving restaurant scene. Expected to begin carrying passengers in late 2021, it will operate along a 4.15-mile route that connects the Santa Ana Regional Transportation Center (SARTC) and a new stop at Harbor Boulevard and Westminster Avenue in Garden Grove. Maria served as the Deputy Project Manager and Project Manager between 2015 and

2018. During this time, she led the development and implementation of a comprehensive multilingual Public Outreach Plan. She was also responsible for the coordination of team and public information meetings, stakeholder ascertainties, and the development of key deliverables such as project fact sheets, frequently asked questions, newsletters, event marketing materials, and business outreach and social media plans. Arellano Associates (AA) also led the outreach effort for the Conceptual Stop Design effort for the streetcar stops (ten in each direction) and led the development of a Business Resource Guide in advance of the streetcar construction.

Metro, Rail to River Active Transportation Corridor – Segment B Supplemental Alternatives Analysis, Los Angeles, CA *(Nov. 2020 – Present)*

Segment B of the Rail to River Active Transportation Corridor Project will create more biking and pedestrian connections in Southeast Los Angeles and will connect the Metro A Line (Blue) to the Los Angeles River. In 2017, the Metro Board approved the Alternatives Analysis for Segment B of the Rail to River Active Transportation Corridor Project and adopted the Randolph Street alternative as the Locally Preferred Alternative (LPA). Since then, the West Santa Ana Branch Transit Corridor (WSAB) Project is also planned along a segment of the Randolph Street LPA. To address this conflict, Metro is conducting a supplemental AA for Segment B to re-evaluate Randolph Street and other additional/potential alternatives. Maria serves as the Public Outreach Manager and has oversight of all outreach activities. She is responsible for the implementation of a comprehensive public participation plan that includes reengaging the Community Advisory Committee, the use of traditional and digital tools to engage diverse and underserved communities and coordination with various Metro departments, local agencies community-based organizations and grassroots organizations.

City of Santa Ana, Standard Avenue Protected Bike Lanes, Santa Ana, CA *(Feb. 2021 – Present)*

Maria led collaboration with the City of Santa Ana to prepare and implement a bilingual Public Engagement Plan (PEP) that focused on stakeholder engagement in disadvantaged communities. In the lead up to the community meetings, Maria oversaw the development of multiple traditional and digital notification efforts, including coordination of mailings, and canvassing of meeting notices, electronic notices and coordination of banner placement in the vicinity of the project areas. She also led the development of a social media campaign which included publications on all the City's social media platforms. Additionally, Maria led facilitation of two rounds of in-person community meetings and staffed multiple pop-up events.

Caltrans D12, Freeway Ramp Active Mobility Enhancement Study (FRAMES), Orange County, CA

(Jan. 2023 – Present)

Maria is developing and leading the extensive Public Engagement Plan (PEP) that will serve as the guiding document for communicating and engaging an array of stakeholders throughout communities in identified areas of Orange County. She will work collectively with California Walks (paid CBO by Caltrans) to promote community engagement by notifying the public of upcoming meetings. Maria will also work in coordination with AA's in-house Innovations team to employ innovative digital as well as conventional methods, including three virtual and in-person public workshops, MMS/SMS message campaign, five pop-up events, and an interactive online survey using Type form platform.

Joshua Francis**Deputy Project Manager****Education**

Bachelor of Science, History and Communications, North Dakota State University, 2016

Years with Arellano Associates

6

Years of Experience

11

Areas of Expertise

- Social Media Engagement, Notification & Management
- Public Relations
- Content Development
- Database Support
- Data Analysis
- Innovative Outreach
- Strategies Development
- Demographic Research
- Survey Strategy & Implementation

Professional Summary

Joshua serves as a Deputy Project Manager and provides strategic public outreach services for a variety of transportation, planning, community development, and construction projects. Joshua is highly experienced in research and interviewing techniques, community and social networking, and marketing and communication strategies. He has worked with both high-level community stakeholders, as well as the public at large, with an emphasis on racial and ethnic diversity outreach. He is well-versed in stakeholder and organization engagement, presentation development, task management, database management, development of public outreach plans and deliverables timelines, and development of collateral materials. Joshua also serves as Social Media Lead as part of the Arellano Associates Innovations Team, with specific expertise in social media campaigns, advertising, and targeted messaging. He provides updates to project e-blast communications programs, website notification, and public comment forums.

Project Experience**Metro, Metro Microtransit, Los Angeles, CA (Sept. 2020 – April 2023)**

Metro launched the Metro Micro rideshare service in December 2020 in two zones in LA County (Watts/Willowbrook and LAX/Inglewood) and followed that launch with three new zones in January 2021 (El Monte, Compton/Artesia, and North Hollywood/Burbank), two new zones in June 2021 (Altadena/Pasadena/Sierra Madre and Highland Park/Eagle Rock/Glendale), and two zones opened in fall of 2021 (Northwest San Fernando Valley and UCLA/Westwood). The new three-year micro transit pilot program was meant to supplement and replace bus service in each of these new zones as a follow up to the NextGen Bus Plan that was adopted in 2020. Joshua was the task lead and managed the day-to-day outreach coordination on this project, including coordination with Metro and its other consultants, planning and staffing events, stakeholder briefings, and community presentations. He also supported RideCo and Metro with marketing and outreach strategy planning to provide the public with updates and information on new service launches and education on how to use the service and coordinates with Metro's public relations department and media outlets for inclusion of Metro Micro in news articles and video segments.

City of Milpitas Simple Mobile Access to Reliable Transit (SMART) Program – Milpitas, CA (Nov. 2022 – July 2023)

The SMART program is a zone-based rideshare program for residents and workers in the City of Milpitas. The service was launched in 2022,

in partnership with RideCo. The program provides point-to-point, on-demand rideshare services within the city limits and offers connections to the Great Mall and three Valley Transit Authority (VTA) light rail line stations. Joshua served as the outreach manager for this program and supported RideCo and the City with the deployment of an in-person outreach campaign at the Great Mall and VTA LRT stations. He also managed an extended outreach effort to businesses and large employers in Milpitas to help spread awareness of the service. Joshua developed a short video ad for a future digital campaign. After these outreach efforts, the service saw a significant increase in ridership in the weeks following the in-person engagement activities.

Moorpark City Transit on Demand (MCT), City of Moorpark Marketing and Outreach Support Services – Moorpark, CA *(Oct. 2022 – Dec. 2022)*

In 2022, the City of Moorpark launched a new zone-based rideshare service for residents, students, and its workforce. In partnership with RideCo, the service offers point-to-point, on-demand transit services within the city limits and allows users to book their rides through a mobile phone application, calling a customer service number, or on MCT on Demand's website. Joshua was the day-to-day outreach manager on this project and oversaw the deployment of two on-board bus ride alongs, to increase awareness of the new service among existing MCT bus riders. Joshua also managed the deployment of outreach teams at two in-person community events including Moorpark Country Days and the City's Annual Fourth of July Celebration and Parade.

Metro, Bus Speed & Reliability Improvements, Los Angeles, CA *(March 2021 – Present)*

Metro and the Los Angeles Department of Transportation are in the process of identifying, designing, funding, and implementing transit supportive infrastructure to speed up transit service as part of the NextGen Bus Plan. Joshua is the task lead and is involved with planning outreach activities and executing on key deliverables including the development of messaging, coordinating on-board bus outreach and pop-up information tables, and coordinating presentations and briefings with key stakeholder organizations. This project includes multiple corridors that will be implemented between now and 2024, and to date three of those corridors have moved from planning to implementation, include: Grand/Olive, La Brea, Florence, and Sepulveda. Joshua manages the day-to-day outreach coordination on this project throughout Los Angeles County. He also leads efforts to engage key stakeholder organizations, civic agencies, businesses, and residences on each of the corridors.

City of El Monte, Main Street Complete Streets Feasibility Study, El Monte and San Gabriel Valley Subregion, CA *(March 2023 – Present)*

The City of El Monte is implementing a feasibility study to identify key project elements and develop a comprehensive, integrated multi-modal transportation network. The complete street improvements are expected to allow for safe travel along and across Main Street for all users, and thus connecting the community safely to local and regional transit services, residences, businesses, parks, and other community destinations. Josh oversees strategic planning and key aspects of outreach coordination for this project including the development of a Public Participation Plan, in-person outreach strategies and a project video. Josh also provides support developing collateral materials and reviewing project materials.

I. Introduction and Project Understanding

In December 2023, the City of Gardena's Transportation Department (GTrans) will launch an 18-month pilot program for a new on-demand microtransit service to serve both paratransit users and other residents. Initially, the program will include four vehicles. Following the pilot period, GTrans staff will return to the Gardena City Council in the summer of 2025 to receive direction on the continuation of the service.

The Gardena City Council approved a two-year, \$635,240 contract (with three one-year options) with RideCo for its on-demand microtransit software in June 2023. GTrans' new microtransit service (Flexi) will operate within the boundaries of the City of Gardena, and it will also extend to some locations that the current paratransit service covers. Major destinations within the city, such as parks, shopping centers, casinos, libraries, the Civic Center, senior residences, hospitals, and connection points to other transit lines, will be served. The City's objective for this new service is to enhance mobility, reduce congestion, and promote sustainable transportation options.

Following the execution of the contract with RideCo, the City approved a \$74,567 contract with Pulsar Advertising for the marketing of the new service. This contract covers the development of vehicle design wraps, branding, bus cards, logo creation, and other marketing needs. In addition to the marketing efforts by RideCo and Pulsar Advertising, the city is seeking support from an outreach services firm. This support will provide in-person and virtual outreach services for the pre-launch and early launch periods for the new service. The primary goal of this support is to bolster awareness of the program, transition existing paratransit users onto the new mobility platform, and educate both existing GTrans customers and Gardena residents on the service's benefits and features.

Below is Arellano Associates' (AA) approach for supporting GTrans with this effort, for a period of 18 months.

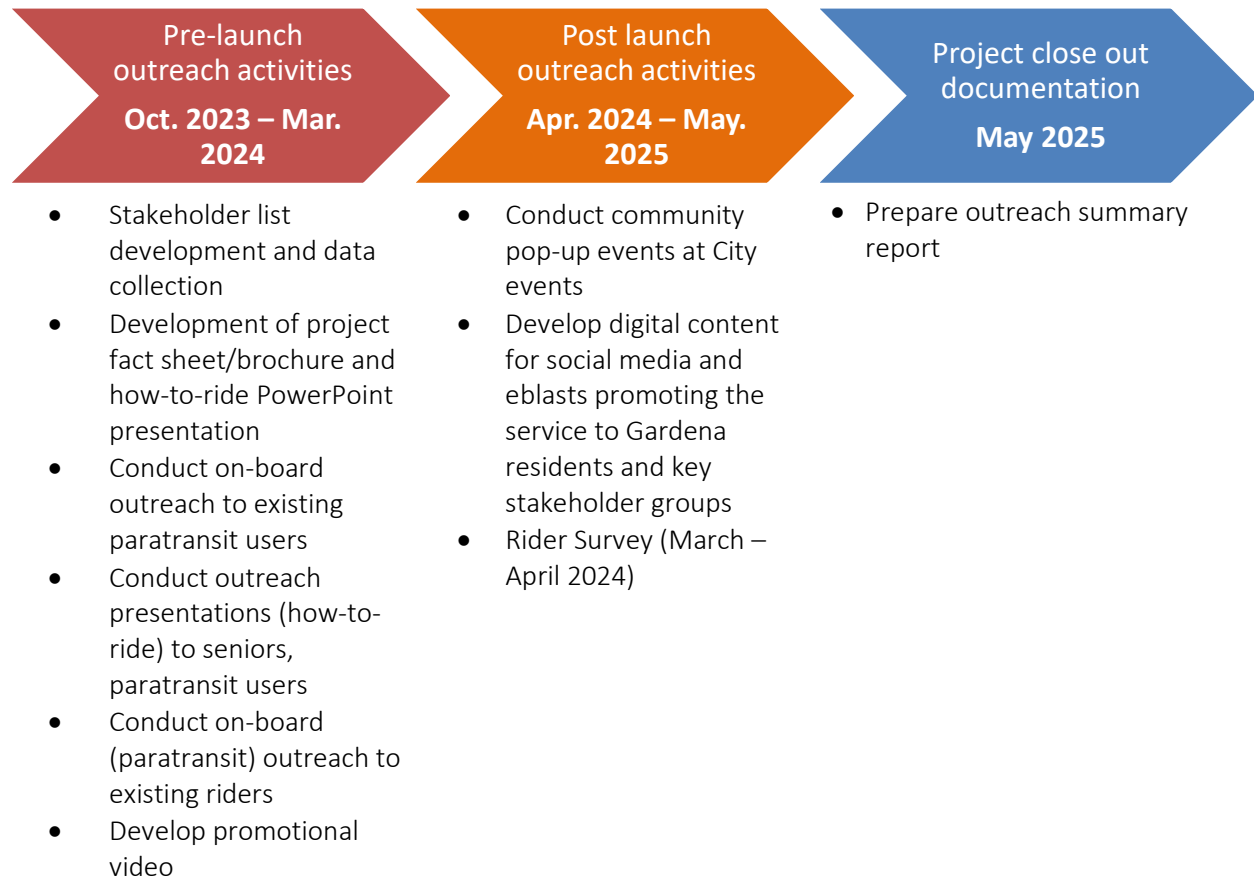
II. Project Management and Administration

AA will participate in project kick-off and twice per month check-in meetings with the City and coordinate upcoming outreach activities and provide updates on previous activity. AA will also develop monthly progress reports detailing outreach activities for the month, to include with the transmittal of the monthly invoice.

AA will also conduct any necessary coordination with the City's other vendors on this program, Pulsar Advertising and RideCo. Coordination will include asset and data retrieval as well as any support needed from operations to conduct certain outreach activities, including on-board outreach.

III. Outreach Work Plan

The outreach plan will be formulated by AA at the project's kick-off, defining the public outreach strategy to promote and educate GTrans paratransit users and residents about the new micro transit service. This plan will specify key deliverable dates and identify outreach opportunities within the City. Additionally, it will incorporate an outreach timeline, keeping the City and its vendors informed about crucial outreach dates and the instances when support may be required.



IV. Stakeholder List Development and Data Collection

The initial step in crafting an effective outreach strategy for this project involves identifying key stakeholder groups and organizations with whom we can coordinate to provide outreach to their members. This stakeholder list will comprise organizations such as the Gardena Valley Chamber of Commerce, Senior Citizens Bureau, Gardena VFW #3261, Elks Lodge No. 1919, Gardena Evening Optimist Club, Kiwanis Club of Gardena Valley, Gardena Valley Lions Club, the Gardena Masonic Center, Garden Fifty Lions Club. Additionally, outreach efforts in the pre-launch phase will target convalescent homes, retirement homes, medical facilities and other organizations and businesses the City recommends for outreach. Coordination will be conducted to transfer any pertinent existing stakeholder lists that the City possesses. Further research will identify contacts not currently in an existing database. AA will also request any ridership lists for GTrans' current paratransit users.

Upon completion, the stakeholder list will serve as a tool for communicating with these contacts about the new micro-transit program and soliciting feedback at significant stages of the program. AA will also provide signup sheets at any in-person public outreach events to gather information from interested parties. At the conclusion of AA's work on this project, all newly developed or updated stakeholder lists will be handed over to the City.

AA will also develop a community profile for the City of Gardena to identify any language needs, besides English. AA will coordinate with the City and outside translation vendors to develop materials in up to two additional languages if a need to do so is determined by the results of the community profile analysis.

Hawthorne and Unincorporated LA County

GTrans currently serves the City of Hawthorne and provides paratransit mobility services. This paratransit service will continue with Flexi, but the on-demand functionality will not be available for Hawthorne residents. GTrans also serves a small portion of unincorporated LA County and meeting with stakeholders of these areas will also be a priority during pre-launch and some post-launch activities. The outreach team will coordinate with Hawthorne's senior center as well as medical facilities, retirement, and convalescent facilities to ensure those paratransit customers are aware of the new service and are educated on how to use it.

V. In-person outreach activities

Engaging the public where they are is crucial to the success of the initial outreach for this micro-transit program. AA possesses extensive experience in coordinating and executing in-person outreach activities, working alongside event organizers, City departments such as Parks and Recreation, and key stakeholder organizations to conduct various in-person outreach endeavors. The activities listed below are recommendations; however, AA maintains the flexibility to shift away from activities that may not produce the anticipated results. To ensure comprehensive community engagement, AA will strategically space out these events to reach all community members. AA will also ensure that Spanish-speaking staff are present at as many of these activities as possible.

a. How to Ride Presentations (20)

Prior to and in the early stages of program launch, educating existing paratransit users will be the top priority for outreach activities. AA will coordinate with the City to set up 12 (12) how-to-ride presentations (*two per month from October '23 -March '24*), prior to service launch. Most of these presentations will be conducted in person, but at least one (1) will be offered as a virtual presentation via Zoom or another virtual meeting platform GTrans prefers. Another eight (8) how-to-ride presentations will occur after the service launch as requested by community groups and the City. Additional in-person and virtual how-to-ride presentations can be offered if additional groups would like a presentation.



Figure 1 - AA staff supported a variety of how-to-ride presentations for the **Metro Micro Program**.

AA will develop a short RSVP form to track participation and to identify any accessibility or language needs. If there are accessibility or language needs, AA will coordinate with the appropriate vendor to provide that support. Additional language needs for the senior demographic may include Korean and Japanese. The how-to-ride presentation will include a brief presentation to provide an overview of the service and some of its key benefits and features. AA staff and preferably a representative from RideCo, will also demonstrate how the mobile phone application and booking website will work. A slide will also be incorporated to highlight the TAP system, its features and where to purchase TAP cards in the City. The team will also provide details on call-in booking options. These presentations will be scheduled for 1 hour and include 20-30 minutes for questions and answers.

Convalescent Homes, Retirement Homes, Medical Facilities

Presentations at these facilities will target administrative staff who may use the service to book the service on behalf of their patients/clients. If requested, AA will also provide the presentation to the residents of these facilities. If needed, AA will also adapt materials to include larger text and other accommodations for the senior and persons with disabilities demographic.

Optional: If the in-person venue can accommodate, AA recommends having a vehicle and driver present at the in-person how-to-ride presentation and we can use some time during the question-and-answer portion of the presentation to show the paratransit users the new vehicles and answer any additional questions.

Optional: To promote the use of TAP cards for this new service, AA recommends developing a custom TAP card with pre-loaded fare (see Metro Micro example in Figure 2), to hand out to seniors at these how-to-ride presentations. Additionally, cards can be distributed during on-board outreach to existing paratransit riders and at community pop-up events.

Optional: A member of the outreach team can conduct a presentation to the Gardena Senior Citizens Commission and field any questions from that body regarding the service. The outreach team will also encourage that body to promote the service to anyone it may regularly communicate to about commission business.



Figure 2 - AA staff conducted outreach at the El Monte Senior Center for the **Metro Micro** Program. Staff handed out pre-loaded TAP cards for the seniors to try out the service.

Relevant Outreach Experience

Awareness presentations to over 150 groups

Coordinated over 50 presentations to key stakeholders

Led targeted outreach to senior groups including Pasadena Older Adult Expo and El Monte Senior Center

b. Community Pop Up Events (15)

AA will identify up to 15 community events to provide information on the new service and sign-up users for the service. Events where the outreach team could conduct this outreach include at senior meal sites, the Kiyoto Nakaoka Community Center during any senior programming, and any other community events the City recommends that may lead to additional ridership from seniors or users with disabilities. These events will primarily occur following the launch of the service and will be oriented toward signing up new riders, whereas the how-to-ride presentations offered primarily during pre-launch, will be focused on educating existing and potential paratransit riders.



Figure 3 – City of Moorpark, MCT on Demand Outreach staff providing information to Moorpark residents at the Country Days Festival event in Moorpark.

c. On Board Outreach (paratransit) (4)

The outreach team will coordinate with the City to identify peak periods for usage of the city's existing Special Transit services. An AA staff member will ride in the vehicle (if space allows) and provide information to riders on the new service, how to sign up, and how to use the service. A brochure with this information will also be provided to each rider we contact. AA recommends conducting at least four 4-hour shifts at different peak periods (AM/PM) during the service's operation. AA does not recommend conducting on-board outreach on the City's existing regular bus lines to avoid cannibalizing bus ridership. The exception to this is if the City intends to cut service or modify service on a line and augment it with the new Flexi service.



Figure 4 – LA Metro, Metro Micro Outreach staff conducted on-board bus outreach on 9 Metro bus lines

VI. Digital Media

Reaching the public via digital media platforms including City and GTrans social media profiles and listservs will be an important step in providing awareness of this service option and information on how to use it.

a. Social Media

AA will develop a content calendar of three (3) posts per month to provide information on the program launch and instructions on how to use the service. Social posts will also be a distribution method for a video developed for this project.

Optional: Develop targeted social media ads on Facebook/Instagram to promote the service to Gardena residents. These ads can be adjusted to only target residents of the City and the cost for each ad is variable but AA recommends a spend of at least \$500 per ad. Social ads are a great method to receive survey feedback or to promote mobile app downloads.

Note: if the City wants to move forward with paid ads, AA can support the development of the ads, but the funding for the ads would be a direct cost for GTrans and is not included in the proposed AA budget.

b. Video Development

A short video will be produced to highlight the benefits of the new micro transit service as well as provide a call out for how to download the mobile application and how to book rides. This video will be live action and be no longer than 2-minutes. Following the production of the video, it can be used to promote the service on the City's or GTrans' websites and/or social media profiles. The video can also be sent out in an eblast to the stakeholder list.

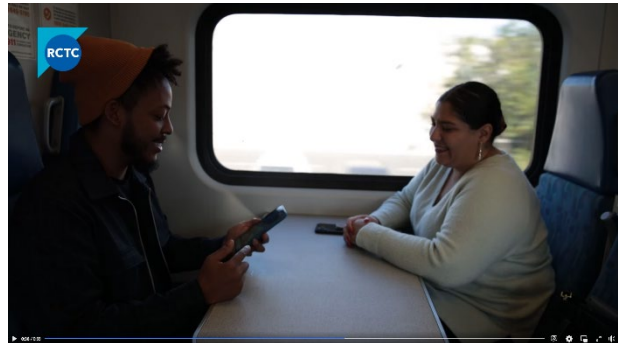


Figure 3 – Riverside County Transportation Commission, Metrolink Marketing/Rail Safety Developed a Metrolink how-to-ride video for Riverside County residents.

c. Web-based toolkit

AA will develop a web-based toolkit, similar to what was created for the Metro Micro program for LA Metro (<https://www.metromicrotoolkit.com/>). This toolkit will include pertinent information to send to community organizations to help with external promotion of the program. The toolkit will include copy-and-paste ready copy for social media posts, newsletters, websites, eblasts and any other platforms identified. The toolkit website will also include images of maps, vehicles, any videos produced as well as downloadable materials including the fact sheet, brochure and PowerPoint presentation. Another feature of the toolkit will be a form for organizations to request materials or a how-to-ride presentation. This feature will allow key stakeholder groups to coordinate directly with the outreach team and receive the information they need to promote the service to their network of stakeholders.

VII. Collateral Materials

AA will coordinate with Pulsar Advertising and the City to develop one (1) fact sheet/brochure and (1) how-to-ride presentation. It is recommended that the fact sheet and PowerPoint be developed in English, Spanish, Japanese and Korean. AA will develop content but will depend on the City's marketing vendor to provide a kit of parts including logos and graphics. AA will coordinate the printing of the fact sheet through the City. AA will coordinate with a vendor to translate these materials into Japanese and Korean and will handle the translation into Spanish, in-house.

Note: this scope and the attached budget assume the City of Gardena will pay for printing costs associated with collateral materials developed by AA.

VIII. Promotional Items

AA will coordinate with the City, RideCo and Pulsar to identify and develop marketing and promotional materials for distribution at community events, how-to-ride presentations, and to have as incentives for the rider survey. AA recommends the following items:

- **Custom TAP Card with Flexi branding:** a TAP card with pre-loaded fare can be handed out to seniors and paratransit users to ease them into using the service and switching to TAP as a payment method. It is recommended the pre-loaded fare allows for at least two (2) free rides.
- **Reusable Grocery Bag with Flexi branding:** this material will be useful to hand out to customers using the service to shop at their local grocery store. AA recommends distribution of these bags also occur inside of the vehicles at the driver's discretion.
- **Pen and Notepads:** a cheap but sought after giveaway that outreach teams can hand out at events and presentations.

Note: This scope and attached budget assumes the City of Gardena will pay for costs associated with the production of promotional items.

IX. Rider Survey

AA will coordinate with RideCo to conduct rider surveys toward the end of the 18-month pilot period to receive feedback from the service's users. The survey should be distributed digitally to riders who have registered on the app. AA also recommends ride along survey efforts to take place in the microtransit vehicles to survey riders directly. It is recommended that at least ten (10), 4-hour shifts occur during peak ridership periods to receive a high number of survey responses.

X. City-wide Flyer Distribution

AA will coordinate with the vendor Walking Man, to distribute a flyer to all residences and businesses in the City of Gardena, promoting the new microtransit service. AA will coordinate the development of the bilingual material with the City, RideCo and Pulsar and it will include basic information on the program as well as instructions for downloading and using the mobile app. It is also recommended that this flyer include a promotion like two free rides on the service or other discount options. This distribution should occur after the service has been active for several months, and it's recommended to take place between August and October 2024.

XI. Event and Project Summary Documentation

Following each outreach activity, a 'quick summary' with key metrics like engagements and reach will be provided to the City for review. These quick summaries will also help build a project closeout outreach summary report that will be developed two weeks prior to the end of the contract period. The closeout outreach summary report will include total number of engagements, key comment themes, social media metrics, earned media, and photos of the outreach activities.

AA Budget

Gardena Transit
Flexi Microtransit Service
Public Outreach
18 months



9/5/2023

LABOR COSTS		Maria Yanez-Forgash		Josh Francis								TOTAL	
		Strategic Advisor		Deputy Project Manager		Senior Creative Coordinator		Project Coordinator		Assist. Project Coordinator			
*Rate:		\$ 186.67		\$ 140.64		\$ 109.95		\$ 92.05		\$ 71.60			
Task	Description	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
1	Project Management and Administration (up to 36)	24	\$ 4,480.08	50	\$ 7,032	6	\$ 552	24	\$ 2,209	4	\$ 286	108	\$ 14,559.98
2	Outreach Work Plan	4	\$ 746.68	6	\$ 844	-	\$ -	8	\$ 736	-	\$ -	18	\$ 2,326.92
3	Stakeholder List and Data Collection and Review	4	\$ 746.68	6	\$ 844	-	\$ -	24	\$ 2,209	36	\$ 2,578	70	\$ 6,377.32
4	In-Person Outreach Activities (20 presentations, 15 community pop-ups, 10 rider survey shifts, 4 on-board outreach shifts)	-	\$ -	50	\$ 7,032	-	\$ -	300	\$ 27,615	500	\$ 35,800	850	\$ 70,447.00
5	Digital Media (monthly social media, 1 video)	-	\$ -	12	\$ 1,688	50	\$ 4,603	50	\$ 4,603	16	\$ 1,146	128	\$ 12,038.28
6	Collateral Materials/Marketing Materials (1 fact sheet, 1 brochure) (Coordination of Marketing Materials)	-	\$ -	12	\$ 1,688	16	\$ 1,473	8	\$ 736	12	\$ 859	48	\$ 4,756.08
7	Event and Project Summary Documentation	8	\$ 1,493.36	6	\$ 844	-	\$ -	24	\$ 2,209	24	\$ 1,718	62	\$ 6,264.80
LABOR SUBTOTAL		40	\$ 7,466.80	142	\$ 19,971	72	\$ 6,628	438	\$ 40,318	592	\$ 42,387	1,284	\$ 116,770.38
ESTIMATED DIRECT COSTS**													
Mileage/Parking													\$ 3,750.00
Translations (up to three languages)													\$ 2,000.00
Software, Domain Registration													\$ 500.00
Promotional Materials - (City will handle production costs for promotional materials)													
Printing - (City will handle all printing)													\$ -
Social media ads - (City will handle all paid advertising)													\$ -
Miscellaneous/Event Fees													\$ 4,000
SUB-TOTAL													\$ 10,250.00
TOTAL PROPOSED BUDGET													\$ 127,020.38

* Fully Burdened rate is inclusive of 132.46% overhead and 10% fee

** To be billed at actual cost.