GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

Council Chamber at City Hall
1700 West 162nd Street, Gardena, California
Website: www.cityofgardena.org

Tuesday, February 8, 2022
Open Session 7:30 p.m.

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

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

In order to minimize the spread of the COVID 19 virus Governor Newsom has signed AB 361. Please be advised that the Council Chambers are closed to the public and that some, or all, of the Gardena City Council Members may attend this meeting telephonically.

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

1. VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at youtube.com/CityofGardena

2. PARTICIPATE BEFORE THE MEETING by emailing the Deputy City Clerk at publiccomment@cityofgardena.org by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line.

3. PARTICIPATE DURING THE MEETING VIA ZOOM WEBINAR

    - https://us02web.zoom.us/j/85439614902
      Phone number: US: +1 669 900 9128, Meeting ID: 854 3961 4902
      Press *9 to Raise your Hand and *6 to unmute when prompted.

    - If you wish to speak live on a specific agenda item during the meeting you, may use the “Raise your Hand” feature during the item you wish to speak on. For Non-Agenda Items, you would be allowed to speak during Oral Communications, and during a Public Hearing you would be allowed to speak when the Mayor opens the Public Hearing. Members of the public wishing to address the City Council will be given three (3) minutes to speak.

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

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

STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS

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

Thank you for your attendance and cooperation

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1. **ROLL CALL**

PUBLIC COMMENT ON CLOSED SESSION

The City Council will hear from the public only on the items that have been described on this agenda (GC §54954.3)

2. **CLOSED SESSION**

3. **PLEDGE OF ALLEGIANCE**

   Aiden Sekine and Damian Consencion - Denker Elementary School

4. **INVOCATION**

   Presented by Mayor Pro Tem Rodney G. Tanaka

5. **PRESENTATIONS**

   5.A Certificate of Special Recognition to Junipero Serra High School Football Team, 2021 CIF Division 3 Champions and 2021 CIF State Division 1 Champions ***(to be accepted by Serra High Team Members, Head Coach, Athletic Director, School Officials)***
   Serra HS Football Championship - 2022.pdf

6. **PROCLAMATIONS**

   6.A "BLACK HISTORY MONTH," February 2022 (to be proclaimed only)
   Proclaim Only-Black History Month-2022.pdf

7. **APPOINTMENTS**

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

   Planning and Environmental Quality Commission - Kale Eaton
   (Appointed by Council Member Kaskanian)

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.

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, January 25, 2022
Special Meeting of the City Council, January 26, 2022
Special Meeting/Workshop of the City Council and Planning Commission, January 27, 2022
CONTACT: CITY CLERK
01252022 REGULAR Minutes Gardena CC Meeting - FINAL.pdf
01262022 Special CC Meeting Minutes for Final Housing Element Mtg - FINAL.pdf
01272022 Special Joint Meeting and Workshop of the CC and PEQC Meeting Minutes - FINAL.pdf

8.C Receive and File of Minutes:
Planning & Environmental Quality Commission, October 19, 2021
CONTACT: COMMUNITY DEVELOPMENT
21_10_19 PCMIN Signed.pdf

8.D Receive and File of Minutes:
Planning & Environmental Quality Commission, December 7, 2021
CONTACT: COMMUNITY DEVELOPMENT
21_12_07 PCMIN Signed.pdf

8.E Approval of Warrants/Payroll Register, February 8, 2022
CONTACT: CITY TREASURER
Consent Calendar Memo 02-08-22.pdf

8.F Personnel Report P-2022-3 2-08-22
CONTACT: HUMAN RESOURCES
PERS RPT P-2022-3 2-08-22.doc

8.G RESOLUTION NO. 6559, Reaffirming Proclamation and Resolution No. 6441, which declared the Existence of a Local Emergency
CONTACT: CITY MANAGER
Resolution No. 6559.pdf

8.H RESOLUTION NO. 6560, Making the legally required findings to Re-Authorize the use of Teleconferencing in accordance with Assembly Bill 361 for meetings of the Gardena City Council and other Commissions, Committees and Boards subject to State open meeting laws.
CONTACT: CITY MANAGER

RESO NO 6560.pdf

9. **EXCLUDED CONSENT CALENDAR**

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

10.A FEBRUARY 1, 2022 MEETING
Continuation of Environmental #14-21, Assessment Site Plan Review #5-21, Conditional Use Permit #5-21, and Conditional Use Permit #6-21
This item was continued to the February 15, 2022, Planning Commission meeting

10.B FEBRUARY 1, 2022 MEETING
Site Plan Review #4-21
The Planning Commission considered a request for site plan approval to construction of a new 3,720 square-foot multi-tenant commercial building with a drive-thru in the Commercial (C-2) and Mixed-Use Overlay (MUO) zones that qualified for a categorical exemption from the provisions of the California Environmental Quality Act (CEQA), pursuant to Guidelines Section 15303(c), New Construction of Small Structures.

Commission Action: The Planning Commission voted 4-0-0, approving Resolution No. PC 2-22, approving Site Plan Review #4-21.

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

10.C FEBRUARY 1, 2022 MEETING
City of Gardena - Public Safety Plan & Environmental Justice Element
The Planning Commission considered amendments to the general plan updating the Public Safety Plan, an Environmental Justice Element, and changes to the Implementation Program. The Commission considered the draft policy documents and made a recommendation to the Gardena City Council. The amendments to the City's General Plan is exempt from CEQA.

Commission Action: The Planning Commission voted 4-0-0, approving Resolution No. PC 3-22, recommending that the City Council approve amendments to the Gardena General Plan by adopting an Environmental Justice element and an update to the Public Safety Plan and adopting amendments to the General Plan Implementation Plan.

City Council Action: No action needed. This item will come before the City Council on the February 22, 2022 meeting.

CLICK HERE, for the completed Planning Commission Packet dated February 1, 2022
Planning Commission Action Sheet.pdf

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.

11. **DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES**

12. **DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT**

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

    13.A COVID-19 Update

14. **DEPARTMENTAL ITEMS - POLICE**

15. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

    15.A RESOLUTION NO. 6551, A Resolution of the City Council of the City of Gardena, California, authorizing submittal of application(s) for all CalRecycle Grants for which the City of Gardena is eligible

    Staff Recommendations: Adopt Resolution No. 6551
    Resolution No. 6551_CalRecycle.pdf

    15.B Award Professional Services Contract for the Sewer Master Plan Project, JN 990, to Carollo Engineering, Inc., in the amount of $598,000.

    Staff Recommendations: Approve Professional Services Contract
    Attachment 2 - JN 990 Citywide Sewer Map.pdf
    Attachment 1 - JN 990 Consultant Agreement with Carollo Engineering, Inc..pdf

    15.C Award Construction Contract for the Police Station Sewer Pump Replacement Project, JN511, to OC Pump Company, in the Amount of $80,243.82 and Declare California Environmental Quality Act (CEQA) Exemption.

    Staff Recommendations:
    - **Award Construction Contract**
    - **Declare CEQA Exemption**

    NOE_JN 511 Police Sewer Pump Replacement Final.pdf
    NIB JN511 Final PDF.pdf

    15.D Gardena Public Geographic Information System (GIS) Viewer

    Staff Recommendation: Receive and File

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

17. **DEPARTMENTAL ITEMS - TRANSPORTATION**

18. **COUNCIL ITEMS**

19. **COUNCIL DIRECTIVES**

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

21. **COUNCIL REMARKS**

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

22. **ANNOUNCEMENT(S)**

23. **REMEMBRANCES**

    Mrs. Gloria Elaine Cooper, 85 years of age, beloved sister of WRG Municipal Affairs Manager, Bevan Thomas, she was born on March 7, 1936 in Clarendon Jamaica and transitioned on Saturday, January 29, 2022.

24. **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, February 22, 2022.

    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 4th day of February 2022.

    /s/ MINA SEMENZA
    MINA SEMENZA, City Clerk

CERTIFICATE OF SPECIAL RECOGNITION

We, the Mayor and Councilmembers of the City of Gardena, California, do hereby declare as follows:

WHEREAS, it is with tremendous privilege and genuine sense of pride that we convey to all the members of the Junipero Serra High School Football Team, along with their outstanding Coaches and School Administrators, our sincere congratulations on the Cavaliers' 2021 triumph as the

2021 CIF STATE DIVISION I CHAMPIONS
2021 CIF DIVISION 3 CHAMPIONS; and

WHEREAS, it was a thrilling, well-played, and triumphant 2021 football season, and even with the COVID-19 pandemic and injuries, Gardena is proud of the exceptional record you have earned and the fine positive publicity you have brought to Serra High and to your community by your commendable team; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, that official, public praise and recognition, on behalf of the City of Gardena and the citizens of this community, are hereby extended to the individual players of the Serra High School Football Team, its Coaching and Support Staff, and School Administration, namely:

JUNIPERO SERRA HIGH SCHOOL –FOOTBALL TEAM

#	Name	Yr	Position
2	Rodrick Pleasant	11	DB, WR
3	Melvin Bailey	12	LB, WR
4	Maalik Murphy	12	QB
5	Troy Twerozier	12	RB, WR
6	Dakoda Fields	10	DB, WR
7	Lamont Shamburger Jr.	12	DB, WR
8	Matthew Coleman	12	WR, DB
9	Cincere Rhaney	10	LB, RB
10	Cordell Montgomery	11	DB, WR
11	Amari Hendy	12	LB
12	Jason Mitchell	10	QB, DB
13	Jamar Bell-Gonzalez	11	WR
14	Ciel Myles	11	QB
15	Darrian Anderson	12	WR, DB
16	Dermaricus Davis	10	QB
18	Jeremy Lucky	12	WR, CB
19	Frederick Williams III	11	DL, TE
20	Kwante Hampton	10	DB, WR
21	Tre' Harrison	09	DB, WR
22	Joshua Baldwin	10	RB, LB
23	Jeramie Jones	12	RB, LB
24	Markell Slaughter	09	DB, WR
25	Kai Honda	11	RB, K
26	Jeravati Davis	10	WR, DB
27	Bryce Wills	10	WR, DB
28	Jimmy Brown	11	DB
29	Anderson Pecot	09	WR, DB
30	Keyonn Chatman	09	RB, DB
31	Bradley Kakazu	11	TE, LB
33	Matthew Robinson	10	LB, RB
34	Wyatt McCauley	09	QB
35	Tanu Sosa	10	LB, RB
38	Redric Dixon	10	DB, WR
43	Noa Keohuloa	10	DB, WR
50	Jalen Robinson	12	OL, DL
51	Paul Andalon	10	DL, OL
52	Joseph Ornelas	12	DE, G
55	Bishop Madukaife	11	OL. DL
56	Jaggar Tavai	11	DL, OL
57	Tayari Hill	11	OL, DL
58	Jeremy Smith	12	DE, OL
64	Christopher Pittman	11	DL, OL
66	Travis Leonard	10	DL, OL
71	Iakopo Tovio	09	OL, DL
72	Andrew Nieves	10	OL, DL
76	Reginald Terry	09	DT
77	Marion Miller Jr.	12	OL, DL
82	Devin Hawkins	10	WR, DB
84	Anthony Blevins	11	WR, CB
88/32	D'angelo Davis	11	DE, WR

FOOTBALL COACHES AND SCHOOL ADMINISTRATION

SCOTT ALTENBERG – Head Coach

Joshua Dabbs– Asst. Head Coach/ Defensive Coordinator
Tony Lee – Asst. Coach
Marvin Pollard – Asst. Coach
Chuck Kimbell – Asst. Coach
Jason Sands – Asst. Coach
Rich Mitsuda – Asst. Coach

JEFF GUZMAN – Principal

Darrin Minor – Asst. Coach
Ivan Stephenson – Asst. Coach
CJ Pollard – Asst. Coach
Aaron Carter – Asst. Coach
Jamil Williams – Asst. Coach
Steve Garcia – Asst. Coach

in recognition of their outstanding efforts and extraordinary accomplishment in the 2021 season; and to bestow this Special Recognition as a token of the respect with which they are regarded, together with sincere best wishes for the athletes and coaches of Junipero Serra High to experience continued successes for many seasons to come.

This Certificate of Special Recognition is presented by the Mayor and Members of the City Council of the City of Gardena, California, this eighth day of February 2022.

Mayor Tasha Cerda

Councilmember Rodney G. Tanaka

Councilmember Mark E. Henderson

Councilmember Art Kaskanian

Councilmember Paulette C. Francis

TO BE PROCLAIMED ONLY

" BLACK HISTORY MONTH "
~ February 2022 ~

Black History Month is observed nation-wide during February each year to recognize the past achievements and current status of African Americans in our Country, as it coincides with the birthday of Frederick Douglass on February 14 and the birthday of U.S. President Abraham Lincoln on February 12. The observance was officially established as Black History Month in February 1976.

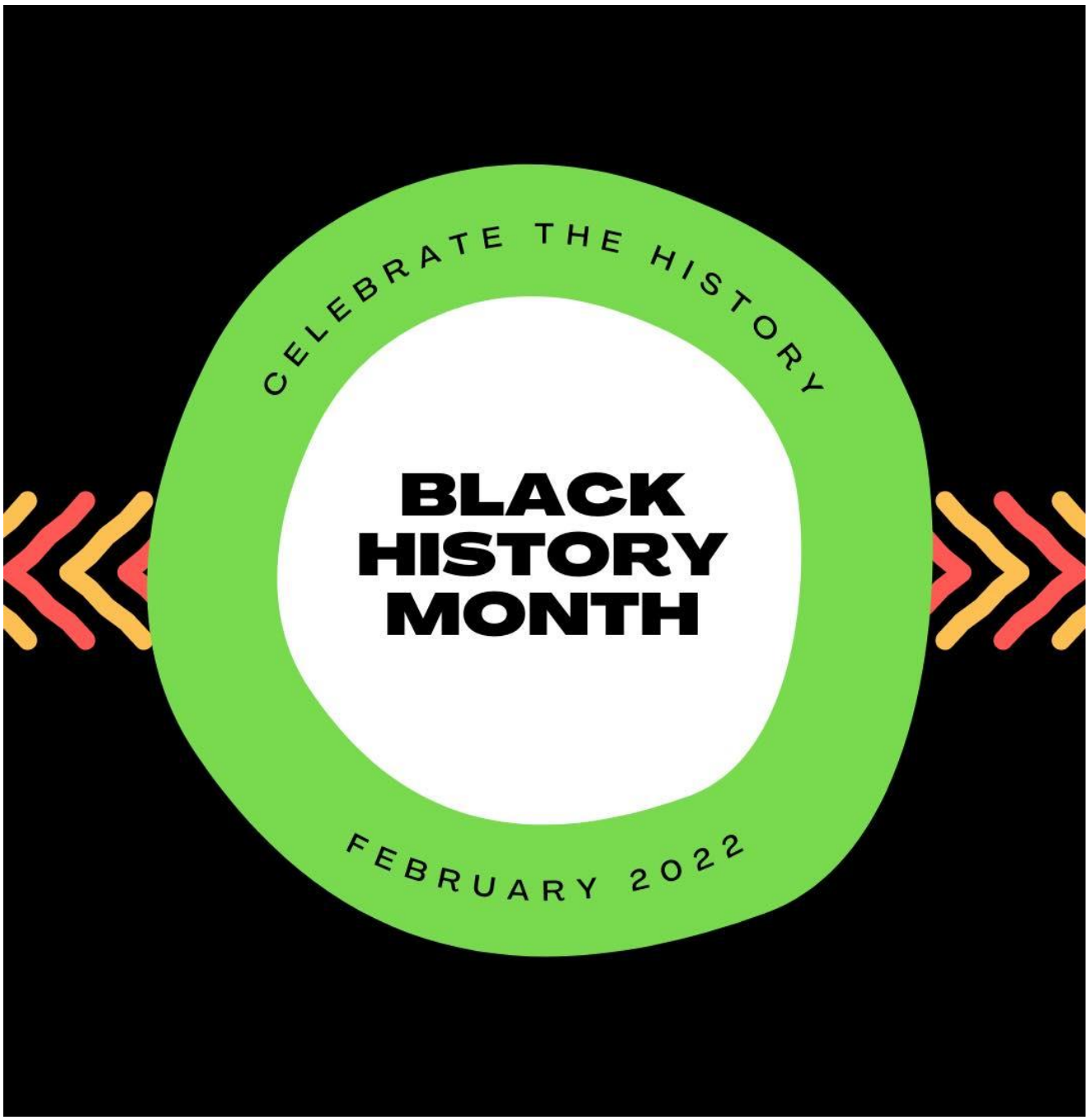
The Gardena Hollypark Youth Affairs Alliance initiated the observance of Black History Month in our community as part of the Dr. Martin Luther King Jr. birthday commemorative activities, in the belief that "the role of history in the life of a people is to give them a kind of measurement as to where they have been and where they are now; and if they understand history correctly, they will have some definition of what they must become."

Gardena's annual activities during February 2022 will include the Dr. Martin Luther King Jr. Commemorative Parade the morning of Saturday, February 26, 2022, followed by the "Afternoon in the Park" Celebration at Rowley Park. These events will provide the community with an opportunity to reflect on the strengths of Black heritage and family lifestyles, as well as providing African American citizens with a positive sense of racial identity.

Therefore, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim FEBRUARY 2022 to be

BLACK HISTORY MONTH

in the City of Gardena and encourage all citizens to highlight those who have been an inspiration within and to our community and who continue to make the world a more equal and just place for future generations.


CELEBRATE THE HISTORY
BLACK HISTORY MONTH
FEBRUARY 2022

MINUTES
Regular Meeting Notice of the
Gardena City Council
Tuesday, January 25, 2022

In order to minimize the spread of the COVID 19 virus, Governor Newsom has signed Assembly Bill 361. Please be advised that the Council Chambers are closed to the public and that some, or all, of the Gardena City Council Members may attend this meeting telephonically.

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order via Zoom at 7:30 PM on Tuesday, January 25, 2022, Mayor Cerda presiding.

1. ROLL CALL

Present: Mayor Tasha Cerda; Mayor Pro Tem Rodney G. Tanaka; Council Member Mark E. Henderson; Council Member Art Kaskanian; and Council Member Paulette C. Francis; Other City Officials and Employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; and City Clerk Mina Semenza.

At 7:05 p.m., the City Council recessed into Closed Session via Microsoft Teams, with the following in attendance: Mayor Tasha Cerda; Mayor Pro Tem Rodney G. Tanaka; Council Member Mark E. Henderson; Council Member Art Kaskanian; Council Member Paulette C. Francis. Other City Officials and Employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; and Director of Administrative Services Ray Beeman.

PUBLIC COMMENT ON CLOSED SESSION - ***None***

2. CLOSED SESSION

2.A CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
Agency Designated Representative: Clint Osorio, City Manager
Employee Organizations:

1. Gardena Police Officers Association (GPOA), Matt Hassoldt, Association President
2. Gardena Management Employees Organization (GMEO), Vicky L. Barker, Attorney
3. Gardena Municipal Employees Association (GMEA), Fred G. Quiel, Attorney
4. Confidential / Unrepresented Employees

Mayor Cerda reconvened the meeting to the Regular Open Session at 7:46 p.m., and the City Clerk noted the return of all Council Members, who were present at the meeting. When City Attorney Vasquez was asked if there was any reportable action from Closed Session, she stated that staff was provided with direction, but no reportable action had been taken.

3. PLEDGE OF ALLEGIANCE

Stacey Jackson and Adrian Pineda led the Pledge of Allegiance. Stacey and Adrian both attend Junipero Serra High School. Stacey Jackson is a 12th grader and ASB president. She is a great leader with many God-given gifts and talents. She lives by the Cavalier Code with a smile always on her face. Adrian Pineda is a 10th grader. He is a great representative on ASB who constantly leads and serves our Serra family. He lives by the Cavalier Code!

4. INVOCATION

Mayor Pro Tem Rodney G. Tanaka led the Invocation.

5. PRESENTATIONS

5.A Certificate of Commendation in Special Recognition of Retirement and Long-Time Service to the City of Gardena: Nancy L. Ward, Executive Office Assistant - Elected & City Manager's Offices - 33.5 years ***- A video was presented.***

City Manager Osorio read Mrs. Ward's bio.

Mayor Cerda, Mayor Pro Tem Tanaka and Council Members Henderson, Kaskanian, and Francis expressed their appreciation for Mrs. Ward.

5.B Certificate of Commendation in Special Recognition of Retirement and Long-Time Service to the City of Gardena: Teresa Sterling, Bus Operator - Transportation Department - 27.4 years - ***Teresa Sterling, Bus Operator came into the meeting and accepted recognition.***

5. PROCLAMATIONS *- None*

6. APPOINTMENTS

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

Planning and Environmental Quality Commission - Anthony Dixon
(Appointed by Council Member Kaskanian)

Council Member Kaskanian stated that Mr. Dixon is unable to fulfill his duties as a Planning Commissioner and for that reason Mr. Dixon withdrew his application. A new Commissioner will be announced at the next Council Meeting.

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, January 11, 2022
CONTACT: CITY CLERK

8.C Approval of Warrants/Payroll Register, January 25, 2022
CONTACT: CITY TREASURER

January 25, 2022: Wire Transfer: 12108-12120; Prepay: 165948; Check Nos. 165949 -166138 – for a total Warrants issued in the amount of $2,028,707.22 Total Payroll Issued for January 14, 2022: $1,770,878.98.

8.D Personnel Report P-2022-2 1-25-22
CONTACT: HUMAN RESOURCES

8.E RESOLUTION NO. 6549, Making the legally required findings to Re-Authorize the use of Teleconferencing in accordance with Assembly Bill 361 for meetings of the Gardena City Council and other Commissions, Committees and Boards subject to State open meeting laws.
CONTACT: CITY MANAGER

RESOLUTION NO. 6549

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, MAKING THE LEGALLY REQUIRED FINDINGS TO RE-AUTHORIZE THE USE OF TELECONFERENCING IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR MEETINGS OF THE GARDENA CITY COUNCIL AND OTHER COMMISSIONS, COMMITTEES AND BOARDS SUBJECT TO STATE OPEN MEETING LAWS

8.F Approve the Redondo Beach Transit Center Use Agreement between the City of Redondo Beach and the City of Gardena
CONTACT: TRANSPORTATION

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

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

9. EXCLUDED CONSENT CALENDAR

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

10.A January 18, 2022 MEETING - ***Meeting Cancelled***

ORAL COMMUNICATIONS – *None*

11. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES – *No Items*

12. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT – *No Items*

13. DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES

13.A Calling for the June 7, 2022, 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 Resolutions: 6545, 6546 and 6547

RESOLUTION NO. 6545

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, JUNE 7, 2022, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

RESOLUTION NO. 6546

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 MUNCIPAL ELECTION TO BE HELD ON JUNE 7, 2022 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

RESOLUTION NO. 6547

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, JUNE 7, 2022

City Manager Osorio presented the Staff Report.

It was moved by Council Member Henderson, seconded by Mayor Pro Tem Tanaka, and carried by the following roll call vote to Adopt Resolution Nos. 6545, 6546 and 6547:

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

13.B RESOLUTION NO. 6548, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, EXPRESSING SUPPORT FOR THE "BRAND-HUANG-MENDOZA TRIPARTISAN LAND USE INITIATIVE" TO AMEND ARTICLE XI OF THE CONSTITUTION OF THE STATE OF CALIFORNIA TO MAKE ZONING AND LAND USE COMMUNITY AFFAIRS, AND NOT OF STATE INTEREST

RESOLUTION NO. 6548

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, EXPRESSING SUPPORT FOR THE "BRAND-HUANG-MENDOZA TRIPARTISAN LAND USE INITIATIVE" TO AMEND ARTICLE XI OF THE CONSTITUTION OF THE STATE OF CALIFORNIA TO MAKE ZONING AND LAND USE COMMUNITY AFFAIRS, AND NOT OF STATE INTEREST

City Manager Osorio presented the Staff Report.

Council Member Francis expressed her concerns and asked for clarification regarding the Urgency Ordinance that was recently adopted. City Attorney Vasquez explained and answered her questions.

Mayor Pro Tem Tanaka also made a comment that this is an initiative that we would support to go onto the ballot in November. City Attorney Vasquez confirmed that was correct.

Public Speaker: Sherrell Diggs had technical difficulties and asked if she was able to make a comment on this item. City Attorney Vasquez stated that Item has already been voted on and we have gone through Oral communications, however, she is welcome to email the City Council.

It was moved by Mayor Pro Tem Tanaka, seconded by Council Member Henderson, and carried by the following roll call vote to approve City Council to discuss and Adopt Resolution No. 6548:

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

13.C RESOLUTION NO. 6550, ESTABLISHING BENEFITS FOR ALL UNREPRESENTED POSITIONS

RESOLUTION NO. 6550

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ESTABLISHING BENEFITS FOR ALL UNREPRESENTED POSITIONS WHICH ARE NOT COVERED UNDER AN APPROVED MEMORANDUM OF UNDERSTANDING WITH A COLLECTIVE BARGAINING GROUP, REPEALING RESOLUTION NO. 6332

City Manager Osorio presented the Staff Report.

Council Member Francis asked who the unrepresented employees are. City Manager Osorio answered her question. City Attorney Vasquez pointed out that Exhibit A to the actual resolution has an itemized list of all the positions.

Council Member Henderson asked a question regarding the pay schedule for the car allowance: Is there a reason why two offices have a lower amount versus making them all the same or comparable. City Manager Osorio explained and answered his question.

It was moved by Council Member Henderson, seconded by Council Member Kaskanian, and carried by the following roll call vote to Adopt Resolution No. 6550:

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

13.D Gardena Municipal Employees Association (GMEA) Side Letter; Salary Adjustments to previously negotiated and executed Memorandum of Understanding (MOU) for period July 1, 2021 - June 30, 2025

City Manager Osorio presented the Staff Report.

Public Speaker: Jeremy Bastian, President of the GMEA, expressed his appreciation and thanked all Members of the City Council.

It was moved by Mayor Pro Tem Tanaka, seconded by Council Member Francis, and carried by the following roll call vote to Approve Side Letter:

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

13.E COVID-19 Update

City Manager Osorio presented the update.

There was a discussion which included Mayor Cerda, Mayor Pro Tem Tanaka and City Manager Osorio regarding the rising number of COVID cases since our last meeting; they talked about the rising number of cases at LA City and County Fire and how our Police and Fire departments are coming along; if we are following mandates and if rapid tests are being accepted. Mayor Cerda then asked if our employees getting COVID twice. City Manager Osorio confirmed that the number of cases is correct; our Police Department, Public Works, and Admin Services departments have all been hit hard. He continued to say that the symptoms are mild, so the turnaround has been quick; we are following all mandates, the KN95 surgical masks are available to all departments, we are reminding employees to wash their hands, and telling them to stay home if they are sick. He then said that some of our employees are getting COVID twice, but mainly one time; the ones who are getting it twice has been over a period of 1 year and symptoms are very mild.

14. DEPARTMENTAL ITEMS – POLICE – *No Items*

15. DEPARTMENTAL ITEMS - PUBLIC WORKS

15.A Award Professional Services for the Vermont Avenue Street Improvement Projects; Artesia Boulevard to Gardena Boulevard, JN959, in the amount of $97,886 and Rosecrans Avenue to 135th Street, JN 996, in the amount of $54,000 to Cannon Corporation.

City Manager Osorio presented the Staff Report.

There was a discussion which included Mayor Cerda, Council Members Henderson and Francis, City Manager Osorio, and City Attorney Vasquez regarding the advertisement of the project, why an old Agreement was in the packet; what's the process of getting other firms to get on our short list; if criteria is listed somewhere; and if on-call consultants responsible for getting the folks to do the work.

Allan Rigg, Public Works Director and Kevin Kwak, Principal Civil Engineer came into the meeting and answered all questions.

It was moved by Council Member Henderson, seconded by Council Member Kaskanian, and carried by the following roll call vote to Award a Professional Services to On-Call Consultant:

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

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

17. DEPARTMENTAL ITEMS – TRANSPORTATION – *No Items*

18. COUNCIL ITEMS – *No Items*

19. COUNCIL DIRECTIVES

Council Member Henderson

(1) Asked for a report pertaining to federal funding - The Infrastructure Investment in Jobs Act, he is not sure if the city is currently receiving it. *Seconded by Mayor Cerda*

Mayor Pro Tem Tanaka

(1) Asked if the shrubs near the parking lot near the library can be trimmed because the shrubs obstructed his view and the sidewalk. *Seconded by Council Member Henderson*

Mayor Cerda

(1) Asked if a light can be installed by the outside doorway exit. *Seconded by Mayor Pro Tem Tanaka*

20. 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. Memo – To the president of Village Mobile Home Park, addressing traffic concerns along Gramercy Place.
2. Memo – The possibility of providing relief to home-based businesses through certain waivers of business licenses.
3. Free Shredding Event, Saturday, February 19, 2022, 10:00 a.m. – 2:00 p.m. at City Hall Complex; Maximum of 2 boxes (15 x 10 x 24 in) per household. Proof of residency required. Prevent identity theft by securely shredding & recycling documents such as Documents containing Social Security numbers; Credit cards and bank account information; Credit card applications; Canceled or unused checks; Bank and credit card statements; Insurance an income tax record. For more information call 310-217-9537.
4. Two employees were recognized for their promotions: Diana Schnur and Alejandra Orozco.

21. COUNCIL REMARKS

1. MAYOR PRO TEM TANAKA – Since the last meeting, Mayor Pro Tem presided over a funeral of a great family friend; was also invited to attend flag ceremony for Jonathan Flagler it was a heart-wrenching ceremony; an actual touching memorial dedicated in his name, also shared he will always remember. Asked to keep first responders in our prayers. Lastly, had lunch with the Elks State President.

2. COUNCIL MEMBER KASKANIAN – Since the last meeting, Council Member Kaskanian also attended Jonathan Flagler's memorial service, shared it was an unbelievable experience and gave his blessings to him. Congratulated Alejandra Orozco and Diana Schnur on their promotions and shared it is well deserved.

3. COUNCIL MEMBER HENDERSON – Watched Jonathan Flagler's memorial service online and shared it was a great memorial service. Thanked LA County Fire for sharing the memorial online. Also met with the Boys & Girls Club of Carson and they are servicing Gardena schools providing another way of service to the community. Attended the District 2 meeting, LA Bizfed meeting; AQMD meeting shared a lot of positive work is being made, also participated in a seminar to promote digital equity within the community. Lastly, attended an interesting seminar as an attendee on Public Agency's investing in Crypto currency and shared that even though the city holds a more conservative view it may be the next investment vehicle.

4. MAYOR CERDA – Since the last meeting, Mayor Cerda attended via Zoom the CCGA meeting, monthly sanitation meeting, flag ceremony for Jonathan Flagler as well as the memorial; shared it was a very nice and moving ceremony. Mayor Cerda gave a special thanks to Gardena Police Department honor guard Sean Dixon and two other officers for representing Gardena. She also added an additional adjournment her cousin who passed from COVID at 54 years old.

5. COUNCIL MEMBER FRANCIS – Council Member Francis was not able to attend Jonathan Flagler's memorial but sent her condolences to the fire department and his family. Since the last meeting, Council Member Francis attended the Greater Vector Control District meeting and was sworn in as their newest member, District 1 Neighborhood Watch meeting and discussed the new officers coming on board. She also shared they discussed the plan for the Superbowl and addressed everyone needs to be aware of the traffic that may enter our city. The MLK parade has been rescheduled to Feb. 26th combined with Annual Black History Month Afternoon in the Park celebration. Congratulated Alex for doing such a great job, and congratulated Diana Schnur on her promotion as well; grateful they are on board. Also mentioned there will be a brief presentation on January 29th for the MLK essay contest winner. Lastly, shared that on January 30th is Fred Korematsu Day, who was an American civil rights activist and in 2010 the State of California passed a bill establishing January 30th as Fred Korematsu Day. In 1998 President Bill Clint awarded him the medal of honor and encouraged everyone to read his story.

22. ANNOUNCEMENT(S)

Mayor Cerda announced:

(1) Free Shredding Event for Gardena Residents, Saturday, February 19, 2022, 10:00 a.m. – 2:00 p.m. at City Hall Complex. For more information call 310-217-9537.

(2) Gardena Homeless Count 2022, scheduled for Wednesday, February 23, 2022, from 8: a.m. to 12:00 p.m. For more information on how to become a volunteer you can sign up at www.theycountwillyou.org.

(3) Virtual Community Open House Safety and Environmental Justice Element. City of Gardena will be hosting an open house for residents to learn more about the draft Safety and Environmental Justice Element which will be Thursday, January 27, 2022, at 6:00 p.m.

23. REMEMBRANCES

Jimmy A. Romero, 61 years of age, beloved brother-in-law of Becky Romero, Deputy City Clerk in the City Clerk's Office; **Shonell Green Barber**, 54 years of age, beloved cousin of Mayor Cerda.

24. ADJOURNMENT

At 9:26 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to a Special Council Meeting at 7:00 p.m. on Wednesday, January 26, 2022.

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

APPROVED:

_____
Tasha Cerda, Mayor

By:_____
Becky Romero, Deputy City Clerk

MINUTES
Special Meeting
of the Gardena City Council
on the City of Gardena's Housing Element
Wednesday, January 26, 2022

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

The Special Meeting of the City Council of the City of Gardena, California, was held via Zoom and was called to order at 7:02 p.m. on Wednesday, January 26, 2022; Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Tasha Cerda; Mayor Pro Tem Rodney G. Tanaka; Council Member Mark E. Henderson; Council Member Art Kaskanian; and Council Member Paulette C. Francis. Other City officials and employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; Assistant City Attorney Lisa Kranitz; Community Development Director Greg S. Tsujiuchi; Senior Planner Amanda Acuna; and City Clerk Mina Semenza.

2. SPECIAL MEETING

Senior Planner Amanda Acuna, along with Consultant Veronica Tam of Veronica Tam & Associates gave a PowerPoint presentation based on the following:

2.A PUBLIC HEARING: RESOLUTION NO. 6542 Amending the Gardena General Plan by Adopting the 6th Cycle 2021-2029 Gardena Housing Element and Directing Staff to File a Notice of Exemption.

Mayor Cerda opened the Public Hearing at 7:30 p.m.

Consultant Tam, along with Assistant City Attorney Kranitz, and Senior Planner Acuna answered all questions.

Mayor Cerda closed the Public Hearing at 7:50 p.m.

It was moved by Mayor Pro Tem Tanaka, seconded by Council Member Kaskanian, and carried by the following roll call vote to Adopt Resolution No. 6542:

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

Noes: None
Absent: None

3. PUBLIC COMMENT

No one from the Public spoke, but an email was received and made part of the record from Matthew Gelfand, Counsel for Californians for Homeownership, who was in opposition of the 6th Cycle 2021-2029 Gardena Housing Element.

4. ADJOURMENT

At 7:54 p.m., Mayor Cerda adjourned to the Joint Special Meeting / Workshop of the Gardena City Council and the Planning Environmental Quality Commission at 6:00 p.m. on Thursday, January 27, 2022.

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

APPROVED:

_____
Tasha Cerda, Mayor

By: _____
Becky Romero, Deputy City Clerk

MINUTES
Special Meeting / Workshop
of the Gardena City Council and
Planning and Environmental Quality Commission
Thursday, January 27, 2022

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

The Special Meeting / Workshop of the City Council and the Planning and Environmental Quality Commission of the City of Gardena, California, was held via Zoom and was called to order at 6:07 p.m. on Thursday, January 27, 2022; Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Tasha Cerda; Council Member Mark E. Henderson; and Council Member Art Kaskanian. Mayor Pro Tem Rodney G. Tanaka and Council Member Paulette C. Francis were away on an excused absence. Other City officials and employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; Assistant City Attorney Lisa Kranitz; Community Development Director Greg S. Tsujiuchi; Senior Planner Amanda Acuna; and City Clerk Mina Semenza. None of the Planning and Environmental Quality Commissioners were in attendance.

2. WORKSHOP

A. CITY OF GARDENA - PUBLIC SAFETY PLAN & ENVIRONMENTAL JUSTICE ELEMENT

There was a PowerPoint presentation by Consultant Kelly Heckler of De Novo Planning Group. It was for residents to learn more about the Draft Safety and Environmental Justice Elements.

Consultant Hickler, along with Assistant City Attorney Kranitz, and Senior Planner Amanda Acuna answered all questions.

Staff advised that this item was scheduled to appear before the Planning Commission at a public hearing on February 1, 2022 and before the City Council on February 22, 2022 at another public hearing.

Information on the workshop and the draft policy documents has been posted on the City's website at. https://cityofgardena.org/community-development/planning-projects/ https://cityofgardena.org/environmental-justice-element/

3. PUBLIC COMMENT

No one from the Public spoke.

4. ADJOURMENT

At 6:52 p.m., Mayor Cerda adjourned 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, February 8, 2022.

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

APPROVED:

_____
Tasha Cerda, Mayor

By: _____
Becky Romero, Deputy City Clerk

MINUTES
Regular PEQC Meeting Notice and Agenda of the
Planning and Environmental Quality Commission
Tuesday, October 19, 2021

The Regular PEQC Meeting Notice and Agenda of the Planning and Environmental Quality Commission of the City of Gardena, California, was called to order at 7:00 PM on Tuesday, October 19, 2021, in the 1700 W. 162nd Street, Gardena, California.

PARTICIPATE DURING THE MEETING VIA ZOOM

Join Zoom Meeting Via the Internet or Via Phone Conference

- Direct URL: https://us02web.zoom.us/j/81105324301
- Phone number: US: +1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799
- International numbers available: https://us02web.zoom.us/u/kbyauD47m
- Meeting ID: **811 0532 4301**

1. **CALL MEETING TO ORDER**

2. **ROLL CALL**

   Present: Chair Stephen P Langley, Vice Chair Deryl Henderson, Member Dale R Pierce, Member Jules Kanhan.

   Absent: Member Steve Sherman.

3. **APPROVAL OF MINUTES**

   3.A SEPTEMBER 21, 2021

   It was moved by Commissioner Pierce, seconded by Vice Henderson, and passed by the following vote to approve

   Ayes: Peirce, Henderson, Kanhan, Langley
   Noes: None
   Abstain: Sherman

4. **ORAL COMMUNICATIONS**

   Chair Langley invited anyone from the public to speak on any issues not on the agenda, however, there was no one from the public in attendance and hence there were no oral communications.

5. **PUBLIC HEARING ITEMS**

   5.A **ENVIRONMENTAL ASSESSMENT #10-21, SITE PLAN REVIEW #8-21, CONDITIONAL USE PERMIT #3-21, CONDITIONAL USE PERMIT #4-06 (REVOCATION)**

   A request to develop a new soccer facility on a 1.49-acre site which included a site plan review to construct seven 50-foot by 98-foot soccer fields with netting,

lighting, and other accessory structures; a conditional use permit for the operation of a new soccer facility per Section 18.46.030.C.9 of the Gardena Municipal Code (GMC) and to permit parking that utilizes tandem and off-site parking per Section 18.40.080 of the GMC, a revocation of CUP #4-06 for the operation of a demolition and hauling business; and direction staff to file a Notice of Exemption for a Class 32 exemption pursuant to CEQA Guidelines Section 15332 for an in-fill development project.

Senior Planner John Signo presented the Staff Report and recommended that the Planning and Environmental Quality Commission adopt Resolution No. PC 13-21, approving the project and directing staff to file a notice of exemption.

The project applicant, Romain Bianchi provided a presentation of his own showing rendering of the proposed project.

Chair Langley left the meeting at 7:37pm, on an excused absence.

Mr. Signo clarified that there was a condition of approval included to require a temporary use permit or another special use permit in the event there were large events conducted at the facility, however, tournaments would fall under the scope of the proposed project.

Commissioner Pierce commented on the benefits of the soccer facilities could have on the youth community of the City.

Mr. Bianchi stated that in another project the community surrounding their facility enjoyed the soccer fields.

Vice Chair Henderson asked about providing crosswalks around the facility and whether there were adequate restroom facilities on site.

Mr. Bianchi stated that during operations staff would make sure people are not crossing the street when there are cars and manage the flow of traffic. He then stated that the restroom requirements were based on the square footage of the building on site.

Vice Chair Henderson asked whether the restroom requirements were based on the total occupancy.

Mr. Bianchi answered no.

Mr. Signo stated the project plans were reviewed by the City's Building Official and stated the same concern over the number of restrooms provided, but that the applicant's architect assured it was adequate.

Mr. Bianchi stated that at another facility that had eight soccer fields and provided two restrooms, did not have any issues.

Commissioner Kanhan raised his concerns regarding noise generated by the soccer fields and how it would affect the neighboring properties.

Mr. Bianchi stated the tournaments would occur during the day and not all the soccer fields would be used at once. They would rotate the games and only use four to five fields at a time.

Vice Chair Henderson opened the public hearing.

Crystal Wong, the architect for the project, stated that three restrooms would be sufficient for the project in accordance with the State's plumbing code.

Vice Chair Henderson closed the public hearing.

MOTION: It was moved by Commissioner Pierce and seconded by Vice Chair Henderson to approve Resolution No. PC 13-21 approving Site Plan Review #8-21 and Conditional Use Permit #3-20 subject to the conditions of approval, revoking Conditional Use Permit #4-06, and directing staff to file a notice of exemption for a Class 32 in-fill development project.

The motion passed by the following roll call vote:

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

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6. **COMMUNITY DEVELOPMENT DIRECTOR'S REPORT**

Community Development Director Greg Tsujiuchi stated that he would have Senior Planner Amanda Acuna provide an update on the development of the City's Environmental Justice Element.

Ms. Acuna provided information to the Commission and public on the City's draft Environmental Justice Element and how staff was conducting community outreach. Ms. Acuna encouraged all to take part in a community survey that was provided on the City's website.

7. **PLANNING & ENVIRONMENTAL QUALITY COMMISSIONERS' REPORTS**

Vice Chair Henderson asked about the Planning Commissioners Academy being put on by the League of Californian Cities happening in March of 2022.

Mr. Tsujiuchi stated he would keep the Commission informed on the registration for the event.

Assistant City Attorney Lisa Kranitz introduced Lauren L'Ecuyer who had been recently hired.

Vice Chair Henderson welcomed Lauren.

8. **ADJOURNMENT**

Vice Chair Henderson adjourned the meeting at 7:56 P.M.

Respectfully submitted,

GREG TSUJIUCHI, SECRETARY
Planning and Environmental Quality Commission

DERYL HENDERSON, VICE-CHAIR
Planning and Environmental Quality Commission

MINUTES
Regular PEQC Meeting Notice and Agenda of the
Planning and Environmental Quality Commission
Tuesday, December 7, 2021

The Regular PEQC Meeting Notice and Agenda of the Planning and Environmental Quality Commission of the City of Gardena, California, was called to order at 7:00 PM on Tuesday, December 7, 2021, in the 1700 W. 162nd Street, Gardena, California.

PARTICIPATE DURING THE MEETING VIA ZOOM

- Join Zoom Meeting Via the Internet or Via Phone Conference: https://us02web.zoom.us/j/89825345902
- Via Phone Conference Phone number: US +1 669 900 9128, Meeting ID : 898 2534 5902
  Press *9 to Raise Hand and *6 to unmute when prompted.
- If you wish to speak on a specific agenda item during the meeting you, may use the "Raise your Hand" feature during the item you wish to speak on. For Non-Agenda Items you will be allowed to speak during Oral Communications. Members of the public wishing to address the Commission/Committee/Board will be given three (3) minutes to speak.

1. **CALL MEETING TO ORDER**

2. **ROLL CALL**
   Present: Chair Stephen P Langley, Vice Chair Deryl Henderson, Member Dale R Pierce Member Jules Kanhan Member Sherman

   Absent: None

3. **APPROVAL OF MINUTES**
   None.

4. **ORAL COMMUNICATIONS**
   Chair Langley invited anyone from the public to speak on any issues not on the agenda, however, there was no one from the public in attendance and hence there were no oral communications.

5. **PUBLIC HEARING ITEMS**

   5.A **URGENCY ORDINANCE NO. 1838 AND ORDINANCE NO. 1839**

   Consideration of an Ordinance adopting changes to Title 17 (Subdivisions) and Title 18 (Zoning) of the Gardena Municipal Code relating to the implementation of Senate Bill 9 allowing the subdivision of single-family residential lots into two and the creation of two residential units per lot as mandated by State law. The changes are proposed to be adopted as an Urgency Ordinance as well as a regular Ordinance. The adoption of these Ordinances are not a project under the

California Environmental Quality Act pursuant to California Senate Bill 9. The Planning Commission will make a recommendation to the City Council.

Assistant City Attorney Lisa Kranitz gave an overview of Senate Bill 9.

Special Projects Planner Gregg McClain presented the Staff Report and recommended that the Planning and Environmental Quality Commission adopt Resolution No. PC 14-21, recommending that the City Council approve an ordinance adopting changes to Title 17 and Title 18 of the Gardena Municipal Code relating to the implementation of Senate Bill 9.

Ms. Kranitz stated the Commission received a letter of opposition to the amendments.

Commissioner Sherman stated his concerns regarding sufficient parking.

Ms. Kranitz stated State Law was very restricted on what the City is allowed to do in regard to parking.

Chair Langley asked whether there could be a requirement to install electric charging stations for each parking space.

Ms. Kranitz stated the law prohibited cities from requiring parking for areas located within one-half mile walking distance of a high-quality transit corridor.

Community Development Director Greg Tsujiuchi stated staff could look more into requirements around electric charging stations.

Chair Langley open the public hearing.

Senior Planner Amanda Acuna gave instructions for speakers and stated there were no speakers.

Chair Langley closed the public hearing.

MOTION: It was moved by Vice Chair Henderson and seconded by Commissioner Kanhan to adopt Resolution No. PC 14-21, recommending the City Council adopt Ordinance No. 1839 Amending Titles 17 and 18 of the Gardena Municipal Code relating to urban lot splits and two-unit housing developments, and also adopt the Ordinance as an Urgency Ordinance to put standards into place immediately.

The motion passed by the following roll call vote:

Ayes:	Henderson, Kanhan, Langley
Noes:	Pierce, Sherman
Absent:	None.

6. **COMMUNITY DEVELOPMENT DIRECTOR'S REPORT**
Mr. Tsujiuchi stated staff is still monitoring when the Planning Commissioners academy information will be posted.

7. **PLANNING & ENVIORNMENTAL QUALITY COMISSIONERS' REPORTS**
Chair Langley wished everyone happy holidays.

8. **ADJOURNMENT**

Chair Langley adjourned the meeting at 7:42 P.M.

Respectfully submitted,

GREG TSUJIUCHI, SECRETARY
Planning and Environmental Quality Commission

STEPHEN LANGLEY, CHAIR
Planning and Environmental Quality Commission

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: City Treasurer's Office

DATE: February 3, 2022

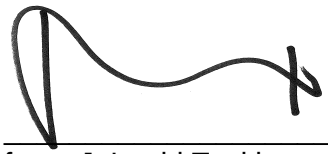
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

February 8, 2022	TOTAL WARRANTS ISSUED:	$3,014,368.69

Wire Transfer:	12121-12127
Prepay:	166139-166143
Check Numbers:	166144-166302
Checks Voided:	

Total Pages of Register: 20

January 28, 2022	TOTAL PAYROLL ISSUED:	$1,921,189.13



for J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12121	1/20/2022	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4711		HEALTH INSURANCE CLAIMS~	95,990.47
					Total :	**95,990.47**
12122	1/20/2022	104058 ADMINSURE INC.	011922		WORKERS' COMP CLAIMS	26,321.41
					Total :	**26,321.41**
12123	1/25/2022	104058 ADMINSURE INC.	012422		WORKERS' COMP CLAIMS ADMINISTR/	28,600.96
					Total :	**28,600.96**
12124	1/27/2022	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4712		HEALTH INSURANCE CLAIMS	35,903.01
					Total :	**35,903.01**
12125	1/26/2022	303348 EMPLOYMENT DEVELOPMENT, DEPARTMENT	OCT-DEC 2021		SDI FOR QUARTER ENDED 12/31/21	154.70
					Total :	**154.70**
12126	1/26/2022	303348 EMPLOYMENT DEVELOPMENT, DEPARTMENT	OCT-DEC 2021 SUI		SUI FOR QUARTER ENDED 12/31/21	48,597.05
					Total :	**48,597.05**
12127	2/2/2022	111016 KAISER FOUNDATION HEALTH PLAN	JANUARY 2022		HEALTH INSURANCE	280,429.24
					Total :	**280,429.24**
166139	1/25/2022	111902 BPR CONSULTING GROUP LLC	27	032-00098	CONSULTING SERVICES - OCTOBER 2(	2,500.00
					Total :	**2,500.00**
166140	1/25/2022	111902 BPR CONSULTING GROUP LLC	35	032-00098	CONSULTING SERVICES - NOVEMBER	50,407.22
					Total :	**50,407.22**
166141	1/25/2022	105418 EMPIRE CLEANING SUPPLY	S5045319.001	034-00496	COVID-19 PPE SUPPLIES	1,662.99
					Total :	**1,662.99**
166142	1/31/2022	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BEEMAN 01/24/22		CAL CARD STATEMENT 12/23-01/24/22	3,108.68
					Total :	**3,108.68**
166143	1/31/2022	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	SANTIN 01/24/22		CAL CARD STATEMENT 12/23-01/24/22	11,469.62
					Total :	**11,469.62**
166144	2/8/2022	106086 ABC COMPANIES	3284197		GTRANS AUTO PARTS	409.64

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166144	2/8/2022	106086 ABC COMPANIES	(Continued)			
			3289243		GTRANS AUTO PARTS	666.79
					Total :	**1,076.43**
166145	2/8/2022	111853 ACCESS	9184073		PD SHREDDING SERVICES	70.00
					Total :	**70.00**
166146	2/8/2022	104742 ADVANCED IMAGING OF SOUTH BAY, INC.	502676-QAISB		MEDICAL SERVICES	15.87
					Total :	**15.87**
166147	2/8/2022	101748 AFTERMARKET PARTS COMPANY LLC, THE	82585933	037-10048	GTRANS AUTO PARTS	270.90
			82588241	037-10048	GTRANS AUTO PARTS	3,206.37
			82588283	037-10048	GTRANS AUTO PARTS	5.46
					Total :	**3,482.73**
166148	2/8/2022	201283 ALARCON, RAUL A.	02/06-02/08		TRAINING - CRITICAL INCIDENT LEADE	100.00
					Total :	**100.00**
166149	2/8/2022	100925 AMERICAN MOVING PARTS	01A128631		GTRANS AUTO PARTS	135.77
					Total :	**135.77**
166150	2/8/2022	110028 ANSER ADVISORY MANAGEMENT LLC	2194	037-10036	PROJECT MANAGEMENT SUPPORT- EI	1,600.00
					Total :	**1,600.00**
166151	2/8/2022	108625 ARAD OIL INC.	DECEMBER 2021		CAR WASH	110.00
					Total :	**110.00**
166152	2/8/2022	101459 ASBURY ENVIRONMENTAL SERVICES	I500-00763237		HAZARDOUS WASTE DISPOSAL SERVI	95.00
			I500-00787272		HAZARDOUS WASTE DISPOSAL SERVI	387.02
			I500-00787382		HAZARDOUS WASTE DISPOSAL SERVI	919.09
			I500-00787684		HAZARDOUS WASTE DISPOSAL SERVI	55.00
			I500-00788223		USED OIL SERVICE CHARGE	95.00
			I500-00790822		USED OIL SERVICE CHARGE	85.00
					Total :	**1,636.11**
166153	2/8/2022	104687 AT&T	17619848		TELEPHONE	375.27
			17619849		TELEPHONE	426.58
			17620159		TELEPHONE	13,806.76

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166153	2/8/2022	104687 AT&T	(Continued)			
			17622968		TELEPHONE	554.45
			17650912		TELEPHONE	33.78
			17650913		TELEPHONE	86.41
			17650927		TELEPHONE	33.78
			17650935		TELEPHONE	33.78
			17650936		TELEPHONE	88.66
					Total :	**15,439.47**
166154	2/8/2022	111170 AT&T FIRSTNET	287290885074Z011022		CITYWIDE CELL PHONE ACCT #287290	1,945.73
			287293416290X011022		PD CELL PHONE ACCT #287293416290	1,734.20
			287295242065X011022		PD CELL PHONE ACCT #287295242065	231.55
			287298156560X011022		COVID-19 FIRSTNET COMMUNICATION	1,630.06
			287298156560X121021		COVID-19 FIRSTNET COMMUNICATION	1,632.99
			287303490376X011022		BUS CELL PHONE ACCT #28730349037	427.62
					Total :	**7,602.15**
166155	2/8/2022	100474 AT&T LONG DISTANCE	011222		TELEPHONE	62.47
					Total :	**62.47**
166156	2/8/2022	100964 AT&T MOBILITY	287275680401X010122		PD CELL PHONE ACCT #287275680401	202.70
			287275680401X020122		PD CELL PHONE ACCT #287275680401	202.42
			828667974X01162022		CM CELL PHONE ACCT #828667974	86.46
			835577878X011022		PD CELL PHONE ACCT #835577878	645.57
			835577878X020122		PD CELL PHONE ACCT #835577878	644.85
					Total :	**1,782.00**
166157	2/8/2022	102880 AUTOPLEX, INC.	13503		2015 FORD INTRCPTR #1462933 OIL &	82.53
			13506		2012 FORD E350 #1391819 OIL AND FIL	44.56
					Total :	**127.09**
166158	2/8/2022	105377 BARTEL ASSOCIATES, LLC	21-959	023-01367	ACTUARIAL SERVICES - OPEB VALUAT	6,953.00
					Total :	**6,953.00**
166159	2/8/2022	102400 BAYSIDE MEDICAL CENTER	00134153		BLOOD DRAW	381.60
					Total :	**381.60**
166160	2/8/2022	102035 BD WHITE TOP SOIL CO., INC.	86262		PARK MAINT SUPPLIES	76.07

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166160	2/8/2022	102035 102035 BD WHITE TOP SOIL CO., INC.	(Continued)		**Total :**	**76.07**
166161	2/8/2022	103641 BECNEL UNIFORMS	43242		BUS UNIFORM SUPPLIES	121.55
					Total :	**121.55**
166162	2/8/2022	102135 BEHRENDS, KENT	80	023-01346	IT NETWORK SUPPORT	3,400.00
					Total :	**3,400.00**
166163	2/8/2022	102243 BISHOP COMPANY	710773		PARK MAINT SUPPLIES	154.33
					Total :	**154.33**
166164	2/8/2022	111835 BOB MURRAY & ASSOCIATES	9349		PROFESSIONAL SERVICES	76.45
					Total :	**76.45**
166165	2/8/2022	110538 CANNON COMPANY	79065-R	024-00779	CONSULTANT SERVICES - ROWLEY PA	916.25
					Total :	**916.25**
166166	2/8/2022	823003 CARL WARREN & COMPANY	DECEMBER 2021		CLAIMS MANAGEMENT	1,087.50
					Total :	**1,087.50**
166167	2/8/2022	303331 CDTFA	2021		USE TAX RETURN	21,893.00
					Total :	**21,893.00**
166168	2/8/2022	110719 CHARGEPOINT	IN109441		MODULE TO UPDATE CHARGING STAT	358.31
					Total :	**358.31**
166169	2/8/2022	111836 CHARGERS FOOTBALL COMPANY	IN-CF-02090	037-10070	LINE 7X MARKETING PACKAGE WITH T	25,400.00
					Total :	**25,400.00**
166170	2/8/2022	108378 CHARLES E. THOMAS COMPANY INC.	79624	037-10045	FY22 SCAQMD VAPOR REVERIFICATIO	630.20
			83398	037-10045	DESIGNATED OPERATOR SERVICES	200.00
					Total :	**830.20**
166171	2/8/2022	110146 CHUCK THOMAS INVESTIGATIONS	10/14-12/20/21	035-01123	PROFESSIONAL SERVICES	2,326.97
			12/20/21-01/05/22	035-01130	PROFESSIONAL SERVICES	3,212.16
					Total :	**5,539.13**
166172	2/8/2022	308112 CITY OF HAWTHORNE	GARDENA JAIL-02	035-01127	JAIL SERVICES - DECEMBER 2021	7,500.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166172	2/8/2022	308112 308112 CITY OF HAWTHORNE	(Continued)		**Total :**	**7,500.00**
166173	2/8/2022	111534 CLEAN ENERGY	CE12462942	037-10056	GTRANS OFFSITE CNG FUELING SERV	44,911.45
					Total :	**44,911.45**
166174	2/8/2022	111740 CLEANCOR LNG LLC	592-000718	024-00743	QUARTLERY PREVENTATIVE MAINTEN	918.10
					Total :	**918.10**
166175	2/8/2022	102388 COPYLAND, INC.	77619	037-10047	FY22 PROFESSIONAL PRINTING AND C	1,141.66
					Total :	**1,141.66**
166176	2/8/2022	110907 CRAYON SOFTWARE EXPERTS, LLC	3065680	023-01371	ANNUAL MICROSOFT LICENSE RENEW	160,111.16
					Total :	**160,111.16**
166177	2/8/2022	103353 CRM COMPANY, LLC.	LA19589		SCRAP TIRE DISPOSAL FEE	69.50
					Total :	**69.50**
166178	2/8/2022	104736 D&R OFFICE WORKS, INC.	0122411		PW OFFICE SUPPLIES	413.44
					Total :	**413.44**
166179	2/8/2022	111377 DE NOVO PLANNING GROUP	3254	032-00096	PROFESSIONAL SERVICES - GARDEN/	4,604.37
					Total :	**4,604.37**
166180	2/8/2022	104222 DELL MARKETING L.P.	10545201984	023-01360	COMPUTER REPLACEMENT PARTS	19,650.63
					Total :	**19,650.63**
166181	2/8/2022	312558 DEPARTMENT OF ANIMAL CARE, & CONTROL	DECEMBER 2021		MONTHLY HOUSING SERVICES - DECE	792.09
					Total :	**792.09**
166182	2/8/2022	303459 DEPARTMENT OF JUSTICE	553633		FINGERPRINT APPS - DECEMBER 2021	2,709.00
					Total :	**2,709.00**
166183	2/8/2022	312117 DEPARTMENT OF WATER & POWER	012622		LIGHT & POWER	105.73
					Total :	**105.73**
166184	2/8/2022	110849 DMS CONSULTANTS CIVIL, ENGINEERS, INC	GA-004-1	024-00800	CONSULTANT SERVICES - LOCAL STRI	35,935.00
					Total :	**35,935.00**
166185	2/8/2022	104500 DOOLEY ENTERPRISES, INC	61865	035-01124	PD AMMUNITION SUPPLIES	3,779.33

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166185	2/8/2022	104500 104500 DOOLEY ENTERPRISES, INC	(Continued)		**Total :**	**3,779.33**
166186	2/8/2022	109426 ESPINOSA, VANESSA	01/09-01/22/22		PROFESSIONAL SERVICES - CASE WC	1,344.00
					Total :	**1,344.00**
166187	2/8/2022	110320 EYEDEAL INTERIORS INC	CG105468		CARPET INSTALLATION CITY HALL BAS	1,232.00
					Total :	**1,232.00**
166188	2/8/2022	105367 FACILITIES PROTECTION SYSTEMS	71329	037-10057	FY22 FIRE SPRINKLER MAINTENANCE	840.00
					Total :	**840.00**
166189	2/8/2022	100055 FAIR HOUSING FOUNDATION	DECEMBER 2021		CDBG CONSULTANT	1,954.13
					Total :	**1,954.13**
166190	2/8/2022	106109 FASTSIGNS	0094-104698		BLDG MAINT SUPPLIES	84.52
					Total :	**84.52**
166191	2/8/2022	106129 FEDEX	7-608-96424		SHIPPING SERVICES	28.45
			7-609-26857		SHIPPING SERVICES	28.58
			7-615-81803		SHIPPING SERVICES	153.06
			7-615-88865		SHIPPING SERVICES	25.90
			7-636-19089		SHIPPING SERVICES	87.13
					Total :	**323.12**
166192	2/8/2022	111943 FILO GROUP, THE	20220114E		COVID-19 EMERGENCY SUPPLIES	950.00
					Total :	**950.00**
166193	2/8/2022	206509 FRANCIS, JOHN S.	02/06-02/08		TRAINING - CRITICAL INCIDENT LEADE	100.00
					Total :	**100.00**
166194	2/8/2022	112566 GALLS, LLC	BC1523432		PD UNIFORM SUPPLIES	851.82
			BC1523434		PD UNIFORM SUPPLIES	851.82
			BC1523435		PD UNIFORM SUPPLIES	851.82
			BC1523436		PD UNIFORM SUPPLIES	851.82
			BC1527382		PD UNIFORM SUPPLIES	1,127.43
			BC1527384		PD UNIFORM SUPPLIES	275.61
					Total :	**4,810.32**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166195	2/8/2022	107030 GARDENA AUTO PARTS	147323		PW AUTO PARTS	122.69
			147413		PW AUTO PARTS	49.74
			147525		PW AUTO PARTS	246.08
					Total :	**418.51**
166196	2/8/2022	107011 GARDENA VALLEY NEWS, INC.	00114107		COMMUNITY OPEN HOUSE	143.50
			00114214		SUMMARY OF ORDINANCE NO. 1838	129.50
			00114302		NOTICE OF PUBLIC HEARING -	161.00
			00114303		NOTICE OF PUBLIC HEARING -	210.00
			00114304		NOTICE OF PUBLIC HEARING -	196.00
			0114108		NOTICE OF PUBLIC HEARING	227.50
					Total :	**1,067.50**
166197	2/8/2022	106470 GILLIG LLC	40875686	037-10049	GTRANS AUTO PARTS	217.09
					Total :	**217.09**
166198	2/8/2022	619004 GOLDEN STATE WATER CO.	012522		WATER	9,853.31
					Total :	**9,853.31**
166199	2/8/2022	111942 GONZALEZ, JORGE AND MARGARET	CIT #19466		REFUND - ADMINISTRATIVE CITATION I	55.00
					Total :	**55.00**
166200	2/8/2022	111945 HARCO GROUP, INC	PERMIT #50020-0320		PERMIT DEPOSIT REFUND - 1735 ARTE	15,000.00
					Total :	**15,000.00**
166201	2/8/2022	111549 HF & H CONSULTANTS, LLC	9718905		CONSULTING SERVICES - SOLID WAST	5,019.00
					Total :	**5,019.00**
166202	2/8/2022	108434 HOME DEPOT CREDIT SERVICES	0023394		GTRANS MAINT SUPPLIES	134.68
			1543781		BLDG MAINT SUPPLIES	31.91
			3054382		BLDG MAINT SUPPLIES	408.09
			5074572		GTRANS MAINT SUPPLIES	93.30
			6040222		PARK MAINT SUPPLIES	100.81
			7053762		BLDG MAINT SUPPLIES	416.48
			8320120		BLDG MAINT SUPPLIES	84.94
					Total :	**1,270.21**
166203	2/8/2022	111593 INTER-CON SECURITY SYSTEMS INC	BD0067825	037-09992	GTRANS SECURITY SERVICES - DECE	7,154.80

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166203	2/8/2022	111593 INTER-CON SECURITY SYSTEMS INC	(Continued)			
			BD0067826	037-09992	GTRANS SECURITY SERVICES - DECE	620.28
			BD0067827	037-09992	GTRANS SECURITY SERVICES - DECE	439.96
					Total :	**8,215.04**
166204	2/8/2022	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	130102158		GTRANS AUTO PARTS	438.03
					Total :	**438.03**
166205	2/8/2022	110733 J & S PROPERTY MANAGEMENT AND, MAINTE	5670		LANDSCAPE MAINTENANCE SERVICE	1,295.00
			6034		LANDSCAPE MAINTENANCE SERVICE	1,295.00
					Total :	**2,590.00**
166206	2/8/2022	107642 JAPANESE AUTOMOTIVE CENTER, INC.	0295156		2017 FORD F350 #F21224VIN SERVICE	144.72
					Total :	**144.72**
166207	2/8/2022	110853 JONES & MAYER	107471	020-00034	ATTORNEY SERVICES	10,182.20
			107472		ATTORNEY SERVICES - MONTHLY RET	27.79
			107473		ATTORNEY SERVICES	38.33
			107474		ATTORNEY SERVICES	196.62
			107475		ATTORNEY SERVICES	511.20
			107476		ATTORNEY SERVICES	42.60
			107477		ATTORNEY SERVICES	426.00
			107478		ATTORNEY SERVICES	1,256.70
			107479		ATTORNEY SERVICES	51.95
			107480		ATTORNEY SERVICES	42.60
			107482		ATTORNEY SERVICES	467.56
			107483		ATTORNEY SERVICES	1,298.78
			107484		ATTORNEY SERVICES	3,919.20
			107485		ATTORNEY SERVICES	337.68
			107486		ATTORNEY SERVICES	805.25
			107488		ATTORNEY SERVICES	181.83
			107489		ATTORNEY SERVICES	63.90
			107490		ATTORNEY SERVICES	276.90
			107491		ATTORNEY SERVICES	2,406.90
			107492		ATTORNEY SERVICES	127.80
			107493		ATTORNEY SERVICES	234.30
			107494		ATTORNEY SERVICES	7,325.16

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166207	2/8/2022	110853 JONES & MAYER	(Continued)			
			107495		ATTORNEY SERVICES	337.68
			107496		ATTORNEY SERVICES	155.85
			107497		ATTORNEY SERVICES	22.86
			107498		ATTORNEY SERVICES	234.30
					Total :	**30,971.94**
166208	2/8/2022	111016 KAISER FOUNDATION HEALTH PLAN	FEBRUARY 2022		HEALTH INSURANCE	308,182.94
					Total :	**308,182.94**
166209	2/8/2022	110385 KIMLEY-HORN AND ASSOCIATES, INC	194091009-1221	032-00097	DEVELOPMENT SERVICES - WESTERN	2,120.77
					Total :	**2,120.77**
166210	2/8/2022	111517 KIRK'S AUTOMOTIVE INC.	1056672		GTRANS SHOP SUPPLIES	205.43
			1056712		GTRANS SHOP SUPPLIES	52.90
					Total :	**258.33**
166211	2/8/2022	111045 KJ SERVICES	2342	020-00035	USED OIL PROGRAM EXPENSE - DECE	382.50
					Total :	**382.50**
166212	2/8/2022	111260 KJOS, BARBARA JEAN	JANUARY 2022		GARDENA FAMILY CHILD CARE PROGF	1,711.00
					Total :	**1,711.00**
166213	2/8/2022	105900 KONECRANES, INC.	154599706	037-10032	PREVENTATIVE MAINT & INSPECTION	525.00
					Total :	**525.00**
166214	2/8/2022	312030 L.A. COUNTY ASSESSOR	22ASRE105		MAPS/POSTAGE	48.48
					Total :	**48.48**
166215	2/8/2022	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	22011003817	024-00769	INDUSTRIAL WASTE SERVICES	15,959.99
			22011004129	024-00769	TRAFFIC SIGNAL MAINT - HIGHWAY SA	1,591.08
					Total :	**17,551.07**
166216	2/8/2022	312039 L.A. COUNTY FIRE DEPARTMENT	C0010256	023-01337	FIRE PROTECTION SERVICE S- MARCH	877,619.77
					Total :	**877,619.77**
166217	2/8/2022	312113 L.A. COUNTY SHERIFF'S DEPT	221667SG		INMATE MEAL DELIVERY PROGRAM - D	455.77

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166217	2/8/2022	312113 312113 L.A. COUNTY SHERIFF'S DEPT	(Continued)		**Total :**	**455.77**
166218	2/8/2022	110904 L.N. CURTIS & SONS	INV553815		PD PROGRAM SUPPLIES	144.70
			INV553820		PD PROGRAM SUPPLIES	183.03
			INV553845		PD PROGRAM SUPPLIES	162.22
					Total :	**489.95**
166219	2/8/2022	105874 LAWSON PRODUCTS, INC.	9308946727		BUS SHOP SUPPLIES	19.65
					Total :	**19.65**
166220	2/8/2022	112805 LEAGUE OF CALIFORNIA CITIES	641158		ANNUAL MEMBERSHIP DUES	20,859.00
					Total :	**20,859.00**
166221	2/8/2022	111941 LEE, JUDITH	RECEIPT #49175		REFUND - REPORT WAS NOT RELEASE	23.00
					Total :	**23.00**
166222	2/8/2022	110920 LIBERTY MANUFACTURING, INC	437		PD RANGER SERVICES	440.00
			452		PD RANGE SERVICES	515.00
					Total :	**955.00**
166223	2/8/2022	112260 LIEBERT CASSIDY WHITMORE	210570		LEGAL SERVICES	32,091.30
					Total :	**32,091.30**
166224	2/8/2022	112260 LIEBERT CASSIDY WHITMORE	210572		LEGAL SERVICES	15,356.50
					Total :	**15,356.50**
166225	2/8/2022	112260 LIEBERT CASSIDY WHITMORE	210565		LEGAL SERVICES	1,740.00
			210566		LEGAL SERVICES	1,274.00
			210568		LEGAL SERVICES	156.00
			210569		LEGAL SERVICES	3,715.25
			210573		LEGAL SERVICES	5,760.00
			211776		ANNUAL HARASSMENT TRAINING	8,550.00
					Total :	**21,195.25**
166226	2/8/2022	111939 LITTLETON, JONATHON	RECEIPT #48747		REFUND - REPORT WAS NOT RELEASE	23.00
					Total :	**23.00**
166227	2/8/2022	109517 LOAD N' GO BUILDING MATERIALS	21687		STREET MAINT SUPPLIES	48.47

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166227	2/8/2022	109517 LOAD N' GO BUILDING MATERIALS	(Continued)			
			21698		STREET MAINT SUPPLIES	99.15
			21736		STREET MAINT SUPPLIES	77.13
			21793		STREET MAINT SUPPLIES	149.83
					Total :	**374.58**
166228	2/8/2022	112607 LUMINATOR TECHNOLOGY GROUP INC	590198	037-10101	BUS CAMERA DVR AND BATTERY REP/	2,557.80
					Total :	**2,557.80**
166229	2/8/2022	112615 LU'S LIGHTHOUSE, INC.	01209794	037-10063	GTRANS SHOP SUPPLIES	131.30
			01210756	037-10063	GTRANS SHOP SUPPLIES	32.08
			01210768	037-10063	GTRANS SHOP SUPPLIES	176.40
					Total :	**339.78**
166230	2/8/2022	111944 LUX AUTO BODY & PAINT	9691		VEHICLE REPAIRS - 2019 HONDA ODYS	2,393.34
					Total :	**2,393.34**
166231	2/8/2022	109203 MAKAI SOLUTIONS	SD576	037-10042	FACILITIES & EQUIPMENT MAINTENAN	1,836.00
					Total :	**1,836.00**
166232	2/8/2022	104841 MAR-CO EQUIPMENT COMPANY	183221		PW MAINT SUPPLIES	893.27
					Total :	**893.27**
166233	2/8/2022	113064 MCMASTER-CARR SUPPLY COMPANY	68158026		GTRANS SHOP SUPPLIES	179.94
			70795243		GTRANS SHOP SUPPLIES	208.85
			70942626		GTRANS SHOP SUPPLIES	230.62
			71010751		GTRANS SHOP SUPPLIES	255.94
			71095805		COVID-19 PPE SUPPLIES	1,362.98
					Total :	**2,238.33**
166234	2/8/2022	110784 MD AUTOBODY	1391	037-10105	GTRANS BUS REPAIRS	13,060.00
			1392	037-10105	GTRANS BUS REPAIRS	4,333.10
					Total :	**17,393.10**
166235	2/8/2022	110206 MICHELIN NORTH AMERICA, INC.	DA0049507729	037-10059	GTRANS' BUS TIRE LEASE SERVICES -	6,847.46
					Total :	**6,847.46**
166236	2/8/2022	111604 MICRO ELECTRONICS, INC	11709581	023-01349	COMPUTER REPLACEMENT PARTS	3,161.21

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166236	2/8/2022	111604 111604 MICRO ELECTRONICS, INC	(Continued)		**Total :**	**3,161.21**
166237	2/8/2022	100097 MISS L.A. COUNTY SCHOLARSHIP, PROGRAM	KASKANIAN 21/22		COMMUNITY PROMOTIONS	50.00
					Total :	**50.00**
166238	2/8/2022	100097 MISS L.A. COUNTY SCHOLARSHIP, PROGRAM	CERDA 21/22		COMMUNITY PROMOTIONS	50.00
					Total :	**50.00**
166239	2/8/2022	103093 MOBILE RELAY ASSOCIATES, INC.	80017625	037-10050	GTRANS BUS RADIO SYSTEM RENTAL	11,059.49
			80017626	037-10050	GTRANS BUS RADIO SYSTEM RENTAL	271.53
					Total :	**11,331.02**
166240	2/8/2022	111934 MSM PUBLIC SAFETY	2840	035-01129	PD TRAFFIC SERVICES SUPPLIES	4,853.41
					Total :	**4,853.41**
166241	2/8/2022	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	576212		PROPANE GAS	721.07
					Total :	**721.07**
166242	2/8/2022	113721 MYERS TIRE SUPPLY COMPANY	21400153		BUS SHOP SUPPLIES	50.11
			21400154		BUS SHOP SUPPLIES	129.48
			21400265		BUS SHOP SUPPLIES	201.65
					Total :	**381.24**
166243	2/8/2022	105622 N/S CORPORATION	0109282	037-10060	GTRANS BUS WASH EQUIPMENT MAIN	550.00
					Total :	**550.00**
166244	2/8/2022	111923 NATIONAL CONSTRUCTION RENTALS	6396233	024-00799	TEMPORARY FENCING FOR COMMUNI	9,221.49
					Total :	**9,221.49**
166245	2/8/2022	105204 NEW PIG CORPORATION	4960330		BUS SUPPLIES	1,041.86
					Total :	**1,041.86**
166246	2/8/2022	110819 NORTHERN SAFETY CO., INC.	904668681		COVID-19 EMERGENCY SUPPLIES	1,637.87
			904668682		COVID-19 EMERGENCY SUPPLIES	1,830.15
			904671583		COVID-19 EMERGENCY SUPPLIES	1,637.87
					Total :	**5,105.89**
166247	2/8/2022	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	74048132		PHYSICAL RECERTIFICATION	309.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166247	2/8/2022	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	(Continued)			
			74120291		PHYSICAL RECERTIFICATION	925.50
					Total :	**1,234.50**
166248	2/8/2022	115168 OFFICE DEPOT	214870980		BUS OFFICE SUPPLIES	63.91
			216396659		HR OFFICE SUPPLIES	55.27
			216547341-002		FCC OFFICE SUPPLIES	5.01
			217766522		BUS OFFICE SUPPLIES	107.67
			217811116		BUS OFFICE SUPPLIES	159.80
			218044968		REC OFFICE SUPPLIES	89.50
			218045204		REC OFFICE SUPPLIES	122.36
			218146051		PD OFFICE SUPPLIES	55.73
			21954922		PD OFFICE SUPPLIES	116.12
			219549910		PD OFFICE SUPPLIES	12.95
			220075317		FINANCE OFFICE SUPPLIES	13.32
					Total :	**801.64**
166249	2/8/2022	111358 O'REILLY AUTO PARTS	189388		PW AUTO PARTS	158.69
			189529		GTRANS AUTO PARTS	8.81
			194700		GTRANS AUTO PARTS	63.46
					Total :	**230.96**
166250	2/8/2022	115810 ORKIN PEST CONTROL	219972351		PEST CONTROL - ACCT #27336703	192.00
			222777522		PEST CONTROL - ACCT #27336703	237.00
			222806526		PEST CONTROL - ACCT #27336703	237.00
			222816542		PEST CONTROL - ACCT #27336703	237.00
			222816692		PEST CONTROL - ACCT #27336703	237.00
					Total :	**1,140.00**
166251	2/8/2022	108382 OSORIO, CLINT	11/07-11/09		APTA 2021 ANNUAL CONFERENCE - PE	150.00
			11/18-11/19		CALIFORNIA GAMING REGULATION ME	75.00
					Total :	**225.00**
166252	2/8/2022	100663 OVERLAND PACIFIC & CUTLER, INC	2109235		PROFESSIONAL SERVICES	982.50
					Total :	**982.50**
166253	2/8/2022	111496 PHILPOTT, MARK	RECEIPT #34896300		MAINTENANCE DEPOSIT REFUND	100.00

Bank code : usb

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
166253	2/8/2022	111496	111496 PHILPOTT, MARK	(Continued)		**Total :**	**100.00**
166254	2/8/2022	108600	PHOENIX GROUP INFORMATION, SYSTEMS	1220211211	035-01103	PARKING CONTRACT SERVICES - DEC	5.94
				122021211	035-01103	PARKING CONTRACT SERVICES - DEC	6,037.89
						Total :	**6,043.83**
166255	2/8/2022	105574	PINNACLE PETROLEUM, INC.	0267595	037-10038	87 OCTANE REGULAR UNLEADED CAR	32,584.52
						Total :	**32,584.52**
166256	2/8/2022	105574	PINNACLE PETROLEUM, INC.	0267596	037-10038	87 OCTANE REGULAR UNLEADED CAR	32,529.17
						Total :	**32,529.17**
166257	2/8/2022	106092	PRUDENTIAL OVERALL SUPPLY	42691852		UNIFORM & SUPPLY RENTAL	271.30
				42693748	034-00508	CUSTODIAL SUPPLIES	1,067.98
				42693749		UNIFORM & SUPPLY RENTAL	149.23
				42693750		UNIFORM & SUPPLY RENTAL	48.41
				42693751		UNIFORM & SUPPLY RENTAL	50.10
				42693846		UNIFORM & SUPPLY RENTAL	271.30
				42695678		UNIFORM & SUPPLY RENTAL	149.23
				42695679		UNIFORM & SUPPLY RENTAL	47.16
				42695680		UNIFORM & SUPPLY RENTAL	50.10
				42695681		UNIFORM & SUPPLY RENTAL	13.65
				42695682		UNIFORM & SUPPLY RENTAL	19.00
				42695683		UNIFORM & SUPPLY RENTAL	91.60
				42695684		UNIFORM & SUPPLY RENTAL	11.60
				42696093		UNIFORM & SUPPLY RENTAL	271.30
						Total :	**2,511.96**
166258	2/8/2022	116820	PSOMAS	180232	037-09987	GTRANS DESIGN BUILD CONSTRUCTI(	3,103.38
						Total :	**3,103.38**
166259	2/8/2022	108623	PUN GROUP LLP, THE	113234	023-01350	AUDIT SERVICES DURING FY 2021-202	10,404.00
						Total :	**10,404.00**
166260	2/8/2022	104868	PYRO-COMM SYSTEMS, INC.	177664	037-10078	FIRE ALARM MONITORING - BLDG A	135.00
				177665	037-10078	FIRE ALARM MONITORING - BLDG B	135.00
				177666	037-10078	FIRE ALARM MONITORING - BLDG C	135.00
				178104	037-10078	FIRE ALARM SECURITY MONITORING -	195.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166260	2/8/2022	104868 PYRO-COMM SYSTEMS, INC.	(Continued)			
			178367	037-10078	FIRE ALARM MAINT AGREEMENT - BLD	900.00
			178368	037-10078	FIRE ALARM MAINT AGREEMENT - BLD	600.00
			178369	037-10078	FIRE ALARM MAINT AGREEMENT - BLD	390.00
					Total :	**2,490.00**
166261	2/8/2022	114143 QUADIENT LEASING USA, INC	n9229796		POSTAGE MAILING MACHINE LEASE	790.67
					Total :	**790.67**
166262	2/8/2022	111574 RACE COMMUNICATIONS	RC625486		FIBER INTERNET SERVICES - FEBRUA	5,729.46
				023-01351		
					Total :	**5,729.46**
166263	2/8/2022	103072 REACH	0122806		EAP SERVICES/REACHLINE NEWSLET	902.00
					Total :	**902.00**
166264	2/8/2022	108886 REDMON GROUP INC.	RG2021294	037-10097	GTRANS WEBSITE SUPPORT	2,325.00
					Total :	**2,325.00**
166265	2/8/2022	118476 RICOH USA, INC.	5063585482		RICOH MPC3300SPF USAGE CHARGES	245.69
			5063585483		RICOH MPC300SPF COPIER USAGE CH	245.15
			9029423695		RICOH MPC3503 COPIER LEASE - CM -	246.46
			9029423696		RICOH MPC3503 COPIER LEASE - CLEI	175.70
			9029423701		RICOH PRO8100SE COPIER LEASE - PI	459.79
			9029423702		RICOH MPC6502SP COPIER LEASE -PF	738.33
			9029423704		RICOH MPC3503 COPIER LEASE - CD~	236.10
			9029475758		RICOH MPC3503 COPIER LEASE - REC	187.53
			9029476208		RICOH MPC3503 COPIER LEASE - CHIE	147.04
			9029476393		RICOH MPC3503 COPIER LEASE - PW~	165.00
			9029476427		RICOH MPC6003 COPIER LEASE - PD S	228.83
					Total :	**3,075.62**
166266	2/8/2022	109609 SEA COAST DESIGN GROUP	24843		BUS OFFICE TOOLS & SUPPLIES	628.22
					Total :	**628.22**
166267	2/8/2022	103053 SEARLE, DOLORES	02/06-02/08		TRAINING - CRITICAL INCIDENT LEADE	100.00
					Total :	**100.00**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166268	2/8/2022	108654 SECTRAN SECURITY INC.	22010748		ARMORED TRANSPORTATION SERVICI	213.44
					Total :	**213.44**
166269	2/8/2022	119233 SHERWIN-WILLIAMS CO.	4779-4		STREET MAINT SUPPLIES	461.40
					Total :	**461.40**
166270	2/8/2022	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8090150		2016 FORD INTRCPTR #1488055 SERVI	555.67
			8090161		2016 FORD INTRCPTR #1488059 SERVI	1,696.85
			8090162		2018 FORD INTRCPTR #1555072 SERVI	1,570.67
			8090178		2017 FORD INTRCPTR #1368929 SERVI	1,601.17
			8090221		2017 FORD INTRCPTR #1488142 SERVI	324.21
					Total :	**5,748.57**
166271	2/8/2022	119447 SOUTH BAY FORD	507279	035-01125	2013 FORD F550 - SERVICE & REPAIR	5,840.45
					Total :	**5,840.45**
166272	2/8/2022	619003 SOUTHERN CALIFORNIA EDISON	012022		LIGHT & POWER	13,875.10
					Total :	**13,875.10**
166273	2/8/2022	108238 SPARKLETTS	15638236 012822		DRINKING WATER FILTRATION SYSTEM	47.30
					Total :	**47.30**
166274	2/8/2022	111778 SPCALA	2021-10	032-00091	ANIMAL SHELTER SERVICES	3,810.00
			2021-11	032-00091	ANIMAL SHELTER SERVICES	3,810.00
			2021-12	032-00091	ANIMAL SHELTER SERVICES	3,810.00
					Total :	**11,430.00**
166275	2/8/2022	104126 SPECTRUM SOLUTIONS	0851122011222		CABLE SERVICES - PD	68.75
					Total :	**68.75**
166276	2/8/2022	119010 STAPLES ADVANTAGE	3497886837		PW OFFICE SUPPLIES	106.07
					Total :	**106.07**
166277	2/8/2022	119565 STEVEN ENTERPRISES, INC	0450235		PW ENG OFFICE SUPPLIES	408.90
					Total :	**408.90**
166278	2/8/2022	100609 TANK SPECIALISTS OF CALIFORNIA	31168		MONITORING SYSTEM TEST & CERTIF	1,135.00
			31218		CERTIFIED DESIGNATED OPERATOR S	189.75

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166278	2/8/2022	100609 100609 TANK SPECIALISTS OF CALIFORNIA (Continued)			**Total :**	**1,324.75**
166279	2/8/2022	107928 TELECOM LAW FIRM, P.C.	11768		PROFESSIONAL SERVICES - 2043 MAR	592.20
					Total :	**592.20**
166280	2/8/2022	106018 TRANE U.S. INC.	11527238		BUS FACILITY MAINT SUPPLIES	391.81
			312219622		BUS FACILITY MAINT SUPPLIES	853.82
					Total :	**1,245.63**
166281	2/8/2022	110851 TRAPEZE SOFTWARE GROUP, INC.	TSMAU210748	037-10106	SCHEDULING & OPERATIONS MGMT S	4,035.00
					Total :	**4,035.00**
166282	2/8/2022	105584 TRE PRINTING	3067		PD FIELD SUPPLIES	591.30
					Total :	**591.30**
166283	2/8/2022	111481 TRIO COMMUNITY MEALS, LLC	INV2230004402	034-00480	SENIOR FEEDING PROGRAM	10,920.63
			INV2230004685	034-00480	SENIOR FEEDING PROGRAM	11,686.71
			INV2230004921	034-00480	SENIOR FEEDING PROGRAM	10,306.17
					Total :	**32,913.51**
166284	2/8/2022	120854 TURF STAR INC.	3311080		PW AUTO PARTS	584.75
					Total :	**584.75**
166285	2/8/2022	111940 TURNER, KEVIN	RECEIPT #48560		REFUND - REPORT WAS NOT RELEASE	23.00
					Total :	**23.00**
166286	2/8/2022	105190 TYLER TECHNOLOGIES, INC.	045-362706	023-01372	EDEN SOFTWARE ANNUAL MAINTENAI	52,420.62
					Total :	**52,420.62**
166287	2/8/2022	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	PYNN 12/22/21		CAL CARD STATEMENT 11/23-12/22/21	9,099.45
					Total :	**9,099.45**
166288	2/8/2022	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	C.OSORIO 10/22/21		CAL CARD STATEMENT 09/23-10/22/21	1,129.97
			C.OSORIO 12/22/21		CAL CARD STATEMENT 11/23-12/22/21	109.77
			CRESPO 01/24/22		CAL CARD STATEMENT 12/23-01/24/22	1,128.45
			CRESPO 12/22/21		CAL CARD STATEMENT 11/23-12/22/21	232.71
			FOX 01/24/22		CAL CARD STATEMENT 12/23-01/24/22	43.01
			GOLDMAN 01/24/22		CAL CARD STATEMENT 12/23-01/24/22	1,535.90

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166288	2/8/2022	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	(Continued)			
			GOLDMAN 12/22/21	037-10108	CAL CARD STATEMENT 11/23-12/22/21	6,795.15
			LEWIS 01/24/22		CAL CARD STATEMENT 12/23-01/24/22	1,212.44
			LEWIS 11/22/21		CAL CARD STATEMENT 10/24-11/22/21	1,462.12
			LEWIS 12/22/21		CAL CARD STATEMENT 11/23-12/22/21	2,426.25
			PD TRAINING 12/22/21		CAL CARD STATEMENT 11/23-12/22/21	1,501.88
			PD TRNING2 12/22/21		CAL CARD STATEMENT 11/23-12/22/21	1,461.59
			PD TRNING4 12/22/21		CAL CARD STATEMENT 11/23-12/22/21	1,735.99
			PYNN 01/24/22		CAL CARD STATEMENT 12/23-01/24/22	2,543.09
			SANTOS 01/24/22		CAL CARD STATEMENT 12/23-01/24/22	697.57
			SANTOS 12/22/21		CAL CARD STATEMENT 11/23-12/22/21	1,986.05
			V.OSORIO 12/22/21		CAL CARD STATEMENT 11/23-12/22/21	946.22
					Total :	**26,948.16**
166289	2/8/2022	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	FCC 01/24/22		CAL CARD STATEMENT 12/23-01/24/22	2,309.43
			FINANCE 12/22/21		CAL CARD STATEMENT 11/23-12/22/21	5,192.11
			NOLAN 01/24/22		CAL CARD STATEMENT 12/23-01/24/22	206.92
			NOLAN 12/22/21		CAL CARD STATEMENT 11/23-12/22/21	669.75
			PD TRNING3 12/22/21		CAL CARD STATEMENT 11/23-12/22/21	391.32
			PYNN 11/22/21		CAL CARD STATEMENT 10/24-11/22/21	6,379.52
			RIGG 01/24/22		CAL CARD STATEMENT 12/23-01/24/22	15.74
			SANTOS 10/22/21		CAL CARD STATEMENT 09/23-10/22/21	6.60
			SWEENEY 07/22/21		CAL CARD STATEMENT 06/23-07/22/21	2,934.79
			SWEENEY 09/22/21		CAL CARD STATEMENT 08/24-09/22/21	3,221.95
			TSUJIUCHI 01/24/22		CAL CARD STATEMENT 12/23-01/24/22	2,052.46
					Total :	**23,380.59**
166290	2/8/2022	121275 UNDERGROUND SERVICE ALERT, OF SC	1220210274		NEW TICKETS	150.25
			DSB20206465		STATE REGULATORY COSTS - BILLABL	55.38
					Total :	**205.63**
166291	2/8/2022	121407 UPS	649922022 01/08/2022		SHIPPING SERVICE CHARGES	145.66
					Total :	**145.66**
166292	2/8/2022	106754 URBAN RESTORATION GROUP US, INC.	00031224		STREET MAINT SUPPLIES	822.14

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166292	2/8/2022	106754 106754 URBAN RESTORATION GROUP US, INC. (Continued)			**Total :**	**822.14**
166293	2/8/2022	122050 VERIZON WIRELESS	9897011808		PW CELL PHONE SERVICE~	885.29
					Total :	**885.29**
166294	2/8/2022	103841 VILLAGE AUTO SPA	NOV-DEC 2021		CAR WASH	499.00
					Total :	**499.00**
166295	2/8/2022	105254 VISION TIRE	01/18/2022		ANIMAL CONTROL VEHICLE REPAIR	20.79
					Total :	**20.79**
166296	2/8/2022	108353 WALTERS WHOLESALE ELECTRIC CO	79840		S119769104.004	181.66
			S11835165.006		SIGNS/SIGNALS MAINT SUPPLIES	-1,378.14
			S118385165.004		SIGNS/SIGNALS MAINT SUPPLIES	1,378.14
			S119768635.001		SIGNS/SIGNALS MAINT SUPPLIES	33.28
			S119769104.002		GTRANS MAINT SUPPLIES	119.37
			S119769104.003		GTRANS MAINT SUPPLIES	45.53
					Total :	**379.84**
166297	2/8/2022	101195 WASTE RESOURCES GARDENA	012422		WASTE COLLECTION	257,467.60
					Total :	**257,467.60**
166298	2/8/2022	104107 WAXIE SANITARY SUPPLY	80588375		BUS WASH SUPPLIES	34.03
					Total :	**34.03**
166299	2/8/2022	100107 WAYNE ELECTRIC CO.	203913		TEST ALTERNATOR	95.00
					Total :	**95.00**
166300	2/8/2022	123154 WEST COAST ARBORISTS, INC.	181619	024-00765	TREE TRIMMING SERVICES FY 2022	25,760.50
					Total :	**25,760.50**
166301	2/8/2022	123050 WILLIAMS SCOTSMAN, INC.	9012860695		MODULAR BUILDING RENTAL CPX-804	2,212.87
					Total :	**2,212.87**
166302	2/8/2022	125001 YAMADA COMPANY, INC.	81553		TREE MAINT SUPPLIES	115.63
			81575		TREE PROGRAM SUPPLIES	82.42
			81579		PARK MAINT SUPPLIES	29.06

Bank code : usb

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
166302	2/8/2022	125001	125001 YAMADA COMPANY, INC.	(Continued)		**Total :**	**227.11**
171	**Vouchers for bank code :**	usb				**Bank total :**	**3,014,368.69**
171	**Vouchers in this report**					**Total vouchers :**	**3,014,368.69**

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 20 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 20 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

_____

_____ 02/08/2022
Mayor Date

_____ _____
Councilmember Date

_____ _____
Councilmember Date

Acknowledged:

_____ _____
Councilmember Date

_____ _____
Councilmember Date

CITY of GARDENA

TO: THE HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: PERSONNEL REPORT

1. Report the count of confirmed COVID-19 employee cases.
   Total Count: One-Hundred Fifty-Nine (159)
   a. Administrative Services Department: Five (5)
   b. City Clerk's Office: Three (3)
   c. Elected & City Manager's Offices: One (1)
   d. Community Development Department: Four (4)
   e. Transportation Department: Fifty (50)
   f. Police Department: Forty-Six (46)
   g. Public Works Department: Twenty-Five (25)
   h. Recreation & Human Services Department: Twenty-Five (25)

2. Report the Promotion of ***DOLORES SEARLE***, to the position of Police Sergeant, Schedule 203 ($9,341 - $11,922/month) with the Police Department effective January 10, 2022.

3. Report the Separation of Police Officer, ***AESON RAMOS NORIEGA***, of the Police Department effective January 23, 2022. Mr. Ramos Noriega provided one year and two months of service to the City.

4. Report the recruitment for the Open/Competitive position of Human Resources Analyst (Administrative Services Department). This recruitment is open until filled.

5. Report the recruitment for the Open/Competitive position of Economic Development Manager (Community Development Department). This recruitment is open until filled.

6. Report the recruitment for the Closed/Promotional position of Lead Equipment Mechanic (GTrans Department). This recruitment is scheduled to close February 2, 2022.

7. Report the recruitment for the Open/Competitive position of Engineering Technician (Public Works Department). This recruitment is open until filled.

8. Report the recruitment for the Open/Competitive position of Planning Assistant (Community Development Department). This recruitment closed on January 31, 2022.

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.G
Section: CONSENT CALENDAR
Meeting Date: February 8, 2022

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

AGENDA TITLE: RESOLUTION NO. 6559, Reaffirming Proclamation and Resolution No. 6441, which declared the Existence of a Local Emergency
CONTACT: CITY MANAGER

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:
On March 4, 2020, Governor Newsom declared a State of Emergency in California due to the threat of Coronavirus Disease 2019 ("COVID-19"). Also, on March 4, 2020, the County of Los Angeles Public Health Department declared a local health emergency in response to COVID-19 activity. On March 16, 2020, in response to the State and County actions and pursuant to Government Code Section 8550 et seq., including Section 8558(c), City Manager Clint Osorio proclaimed the existence of a local emergency in Gardena. On March 19, 2020, the City Council ratified the proclamation through its approval of Resolution No. 6441. On May 12, 2020 City Council adopted Resolution No. 6454, reaffirming Resolution No. 6441. On July 14, 2020 City Council adopted Resolution No.6469, reaffirming Resolution No. 6441. On September 8, 2020 City Council adopted Resolution No. 6478, reaffirming Resolution No. 6441. On October 27, 2020 City Council adopted Resolution No. 6483, reaffirming Resolution No. 6441. On December 15, 2020 City Council adopted Resolution No.6489, reaffirming Resolution No. 6441. On February 9, 2021 City Council adopted Resolution No. 6495, reaffirming Resolution No. 6441. On March 23, 2021 City Council adopted Resolution No. 6503, reaffirming Resolution No. 6441. On May 11, 2021 City Council adopted Resolution No. 6512, reaffirming Resolution No. 6441. On June 22, 2021 City Council adopted Resolution No. 6521, reaffirming Resolution No. 6441. On August 10, 2021 City Council adopted Resolution No. 6526, reaffirming Resolution No. 6441. On October 26, 2021 City Council adopted Resolution No. 6533, reaffirming Resolution No. 6441. On December 14, 2021 City Council adopted Resolution No. 6538, reaffirming Resolution No. 6441. Pursuant to Government Code Section 8630, the City Council is required to "review the need for continuing the local emergency at least once every 60 days until the governing body (i.e. the City Council) terminates the local emergency. The extension of the local emergency allows the City Manager and City Council to issue rules, regulations, and orders to deal with the COVID-19 emergency. Additionally, it allows the City of Gardena to seek reimbursement from the State and Federal government for expenditures related to the COVID-19 emergency. Finally, it allows the City Manager and City Council to use the authority granted to them by the California

Constitution, the Government Code and the Gardena Municipal Code to respond to the COVID-19 emergency. Efforts to stop the spread of the pandemic continue at the national, state and county levels. The conditions that required the declaration of a local emergency continue to exist as of this date. Staff therefore recommends the City Council adopt a resolution reaffirming and continuing the current declaration of a local emergency.

FINANCIAL IMPACT/COST:

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

ATTACHMENTS:

Resolution No. 6559.pdf

APPROVED:



_____

Clint Osorio, City Manager

RESOLUTION NO. 6559

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

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

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

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

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

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

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, on August 10, 2021, the City Council adopted Resolution No. 6526 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "L" and incorporated herein by this reference; and

WHEREAS, on October 26, 2021, the City Council adopted Resolution No. 6533 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "M" and incorporated herein by this reference; and

WHEREAS, on December 14, 2021, the City Council adopted Resolution No. 6538 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19

pandemic and Resolution 6441. A true and correct copy of Resolution No. 6538 is attached hereto as Attachment "N" and incorporated herein by this reference; and

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

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

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

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

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

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

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

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

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021,

Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021, Resolution No. 6526 on August 10, 2021, Resolution No. 6533 on October 26, 2021 and Resolution No. 6538 on December 14, 2021.

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

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

Passed, approved, and adopted this 8th day of February 2022.

_____
TASHA CERDA, Mayor

ATTEST:

_____
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

_____
CARMEN VASQUEZ, City Attorney

ATTACHMENT A

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

March 16, 2020
REF. 2020.060

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. The City Council shall review and ratify this proclamation within 7 days as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.

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

C. That a copy of this proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find

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

PROCLAIMED this 16th day of March, 2020.

Clint Osorio,
City Manager/Director of Emergency Services

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

ATTEST:

/s/ MINA SEMENZA

MINA SEMENZA, City Clerk

ATTACHMENT B

RESOLUTION NO. 6441

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed, approved, and adopted this 19th day of March, 2020.

Tasha Cerda
TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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

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

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

NOES: NONE

ABSENT: NONE

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

(SEAL)

ATTACHMENT C

RESOLUTION NO. 6454

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed, approved, and adopted this 12th day of May, 2020.

Mark E. Henderson for
TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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

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

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

NOES: NONE

ABSENT: NONE

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

(SEAL)

ATTACHMENT D

RESOLUTION NO. 6469

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed, approved, and adopted this 14th day of July, 2020.

Tasha Cerda
TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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

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

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

NOES: NONE

ABSENT: NONE

Becky Romero

City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT E

RESOLUTION NO. 6478

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed, approved, and adopted this 8th day of September, 2020.

Tasha Cerda

TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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

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

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

NOES: NONE

ABSENT: NONE

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

(SEAL)

ATTACHMENT F

RESOLUTION NO. 6483

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Tasha Cerda
TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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

I, MINA SEMENZA, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6483** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **27th day of October, 2020,** and that the same was so passed and adopted by the following roll call vote:

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

NOES: NONE

ABSENT: NONE

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

(SEAL)

ATTACHMENT G

RESOLUTION NO. 6489

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

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

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

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

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

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

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

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

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

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

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

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

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

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

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

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020 and Resolution No. 6483 on October 27, 2020.

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

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

Passed, approved, and adopted this 15 day of December, 2020.

Tasha Cerda
TASHA CERDA, Mayor

ATTEST:

Mina Semenza
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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

I, MINA SEMENZA, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6489** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **15th** day of **December, 2020,** and that the same was so passed and adopted by the following roll call vote:

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

NOES: NONE

ABSENT: NONE

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

(SEAL)

ATTACHMENT H

RESOLUTION NO. 6495

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

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

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

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

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

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

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

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

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

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

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

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

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

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

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

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

Resolution No. 6483 on October 27, 2020 and Resolution No. 6489 on December 15, 2020.

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

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

Passed, approved, and adopted this 9th day of February, 2021.

Tasha Cerda
TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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

I, MINA SEMENZA, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6495** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **9th day of February, 2021,** and that the same was so passed and adopted by the following roll call vote:

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

NOES: NONE

ABSENT: NONE

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

(SEAL)

ATTACHMENT I

RESOLUTION NO. 6503

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

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

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

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

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

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

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

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

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

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

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

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

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

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

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

SECTION 2. The City Council reaffirms the ongoing need for the local emergency

initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020 and Resolution No. 6495 on February 9, 2021.

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

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

Passed, approved, and adopted this 23rd day of March, 2021.

Tasha Cerda
TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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

I, MINA SEMENZA, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6503** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **23rd day of March, 2021,** and that the same was so passed and adopted by the following roll call vote:

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

NOES: NONE

ABSENT: NONE

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

CITY OF GARDENA (SEAL) FREEWAY CITY INCORPORATED 1930

ATTACHMENT J

RESOLUTION NO. 6512

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

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

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

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

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

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

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on M, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

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

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

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

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

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

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

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

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

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021 and Resolution No. 6503 on March 23, 2021.

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

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

Passed, approved, and adopted this 11th day of May, 2021.

Tasha Cerda
TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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

I, MINA SEMENZA, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6512** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **11th day of May, 2021,** and that the same was so passed and adopted by the following roll call vote:

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

NOES: NONE

ABSENT: NONE

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

(SEAL)

ATTACHMENT K

RESOLUTION NO. 6521

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

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

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

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

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

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

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

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

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

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

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

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

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

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

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

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021 and Resolution No. 6512 on May 11, 2021.

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

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

Passed, approved, and adopted this 22 day of June, 2021.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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

I, MINA SEMENZA, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6521** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **22nd day of June, 2021,** and that the same was so passed and adopted by the following roll call vote:

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

NOES: NONE

ABSENT: NONE

Mina Semenza
City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT L

RESOLUTION NO. 6526

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

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

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

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

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

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

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

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

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

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

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

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

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

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

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

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021 and Resolution No. 6521 on June 22, 2021.

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

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

Passed, approved, and adopted this 10th day of August, 2021.

Tasha Cerda
TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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

I, MINA SEMENZA, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6526** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **10th day of August, 2021,** and that the same was so passed and adopted by the following roll call vote:

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

NOES: NONE

ABSENT: NONE

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

(SEAL)

ATTACHMENT M

RESOLUTION NO. 6533

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

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

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

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

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

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

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, on August 10, 2021, the City Council adopted Resolution No. 6526 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "L" and incorporated herein by this reference; and

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

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

WHEREAS, conditions of extreme peril to the safety of persons and property

continue due to COVID-19 in the City of Gardena and Los Angeles County; and

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

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

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

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

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

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021 and Resolution No. 6526 on August 10, 2021.

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

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original

Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 26th day of October, 2021.

Tasha Cerda
TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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

I, MINA SEMENZA, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6533** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **26th day of October, 2021,** and that the same was so passed and adopted by the following roll call vote:

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

NOES: NONE

ABSENT: NONE

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

(SEAL)

ATTACHMENT N

RESOLUTION NO. 6538

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

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

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

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

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

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

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, on August 10, 2021, the City Council adopted Resolution No. 6526 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "L" and incorporated herein by this reference; and

WHEREAS, on October 26, 2021, the City Council adopted Resolution No. 6533 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "M" and incorporated herein by this reference; and

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

governing body terminates the local emergency"; and

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

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

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

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

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

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

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

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021, Resolution No. 6526 on August 10, 2021 and Resolution No. 6533 on October 26, 2021.

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

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

Passed, approved, and adopted this 14th day of December 2021.

Tasha Cerda
TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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

I, MINA SEMENZA, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6538** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **14th day of December, 2021,** and that the same was so passed and adopted by the following roll call vote:

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

NOES: NONE

ABSENT: NONE

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

(SEAL)

RESOLUTION NO. 6560

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, MAKING THE LEGALLY REQUIRED FINDINGS TO RE-AUTHORIZE THE USE OF TELECONFERENCING IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR MEETINGS OF THE GARDENA CITY COUNCIL AND OTHER COMMISSIONS, COMMITTEES AND BOARDS SUBJECT TO STATE OPEN MEETING LAWS

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

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-19"); and

WHEREAS, on March 4, 2020, the Governor of the State of California, Gavin Newsom declared a State of Emergency in California to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for broader spread of COVID-19; and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the continue spread and the effects of COVID-19; and

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, did proclaim the existence of a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060; and

WHEREAS, the Governor's March 4, 2021, declaration of a state of emergency based on the COVID-19 pandemic remains in place; and

WHEREAS, the Proclamation of Existence of a Local Emergency issued by the City Manager, as the City's Director of Emergency Services on March 16, 2020, has been ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution

No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021, Resolution No. 6526 on August 10, 2021, Resolution No. 6533 on October 26, 2021 and Resolution No. 6538 on December 14, 2021, with the result that the proclamation of a local emergency based on the COVID-19 pandemic remains in place; and

WHEREAS, Paragraph 3 of Executive Order N-29-20, issued by the Governor on March 17, 2020, among other things, suspended the Brown Act requirements for teleconferencing, provided that notice and accessibility requirements were met, the public was allowed to observe and address the legislative body at the meeting, and the legislative body had a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, specifying that this suspension would remain in place during the period in which state or local public health officials have imposed or recommended social distancing measures; and

WHEREAS, paragraph 42 of Executive Order N-08-21, issued by the Governor on June 11, 2021, withdrew, and replaced paragraph 3 of Executive Order N-29-20's suspension of the Brown Act requirements for teleconferencing with a similar suspension of those requirements that it specified would remain in place only through September 30, 2021; and

WHEREAS, on September 16, 2021, the Governor signed into law Assembly Bill No. 361 ("AB 361"), which, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing or when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, AB 361 requires legislative bodies that hold teleconferenced meetings under its abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may

access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body; and

WHEREAS, AB 361 requires the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored; and

WHEREAS, AB 361 prohibits the legislative body from requiring public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time; and

WHEREAS, AB 361 prohibits the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified; and

WHEREAS, when there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, AB 361 requires a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under AB 361's abbreviated teleconferencing procedures; and

WHEREAS, this body previously adopted a Resolution, which made the findings required by AB 361 to allow the City Council and all City Commissions, Committees and Boards to continue to meet under AB 361's abbreviated teleconferencing procedures, and authorized the City Council and all City Commissions, Committees and Boards to conduct meetings under AB 361's abbreviated teleconferencing procedures, without complying with the requirements set forth in Government Code Section 54953(b)(3), subject to compliance with the requirements set forth in Government Code Section 54953(e)(2); and

WHEREAS, in light of the continuing State and local declarations of emergency resulting from the COVID-19 pandemic, the continuing recommendation by Los Angeles County Public Health officials of measures to promote social distancing, and the imminent risks to the health of safety of attendees at meetings conducted in person, the City Council desires to again make the findings required by AB 361 to allow the City Council and all City Commissions, Committees and Boards to continue to meet under AB 361's abbreviated teleconferencing procedures.

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

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The City Council finds that the State and local declarations of emergency resulting from the COVID-19 pandemic remain in place, and that the state of emergency continues to directly impact the ability to meet safely in person.

SECTION 3. The City Council finds that local officials, namely, the Los Angeles County Department of Public Health, has continued to recommend measures to promote social distancing.

SECTION 4. As a result of the findings in Sections 1 through 3 above, the City Council and all City Commissions, Committees and Boards are authorized to conduct meetings under AB 361's abbreviated teleconferencing procedures, without complying with the requirements set forth in Government Code Section 54953(b)(3), subject to compliance with the requirements set forth in Government Code Section 54953(e)(2).

SECTION 5. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this Resolution and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this

Resolution would be subsequently declared invalid or unconstitutional.

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

Passed, approved, and adopted this 8th day of February 2022.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

Regular PEQC Meeting Notice and Agenda

Website: www.cityofgardena.org

Tuesday, February 1, 2022 – 7:00 PM

1700 W. 162nd Street, Gardena, California

5. **PUBLIC HEARING ITEMS**

5.A Continuation of Environmental #14-21, Assessment Site Plan Review #5-21, Conditional Use Permit #5-21, and Conditional Use Permit #6-21

This item was continued to the February 15, 2022, Planning Commission meeting

Continuation_Memo.pdf

5.B **Site Plan Review #4-21**

The Planning Commission considered a request for site plan approval to construction of a new 3,720 square-foot multi-tenant commercial building with a drive-thru in the Commercial (C-2) and Mixed-Use Overlay (MUO) zones that qualified for a categorical exemption from the provisions of the California Environmental Quality Act (CEQA), pursuant to Guidelines Section 15303(c), New Construction of Small Structures.

Staff Report.pdf
Resolution No PC 2-22.pdf
Conditions of Approval.pdf
Project Plans.pdf

Commission Action: The Planning Commission voted 4-0-0, approving Resolution No. PC 2-22, approving Site Plan Review #4-21.

5.C **City of Gardena - Public Safety Plan & Environmental Justice Element**

The Planning Commission considered amendments to the general plan updating the Public Safety Plan, an Environmental Justice Element, and changes to the Implementation Program. The Commission considered the draft policy documents and made a recommendation to the Gardena City Council. The amendments to the City's General Plan is exempt from CEQA.

Staff Report.pdf
Resolution No. PC 3-22.pdf
Government Code Section 65302.pdf
Public Safety Plan, including appendices.pdf
Environmental Justice Element, including appendices.pdf
Implementation Program.pdf
Notice of Exemption.pdf

Commission Action: The Planning Commission voted 4-0-0, approving Resolution No. PC 3-22, recommending that the City Council approve amendments to the Gardena General Plan by adopting an Environmental Justice element and an update to the Public Safety Plan and adopting amendments to the General Plan Implementation Plan.

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 15.A
Section: DEPARTMENTAL ITEMS - PUBLIC WORKS
Meeting Date: February 8, 2022

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

AGENDA TITLE: RESOLUTION NO. 6551, A Resolution of the City Council of the City of Gardena, California, authorizing submittal of application(s) for all CalRecycle Grants for which the City of Gardena is eligible

COUNCIL ACTION REQUIRED:
Staff Recommendations: Adopt Resolution No. 6551

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council adopt Resolution No. 6551, authorizing the submittal of application(s) for all of the Department of Resources Recycling and Recover (CalRecycle) grants for which the City of Gardena is eligible.

Public Resource Code sections 48000 et seq. authorizes CalRecycle to offer various grants in furtherance of the State of California's efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment.

CalRecycle grant application procedures require an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants including:

- Submission of applications for all grants which the City of Gardena is eligible
- City Manager or authorized designee can execute grant documents such as applications, agreements and requests for payment to secure grant funds and implement the approved grant
- The resolution is effective for five (5) years from the adoption date

The City of Gardena is submitting a grant application to CalRecycle to meet compliance requirements for SB1383. SB 1383 requires a reduction of organic waste in the landfill. The grant requires a resolution to apply for the grant and request payment. If the funds are awarded, the City of Gardena will hire a Consultant to oversee the SB 1383 requirements including ensuring the waste hauler collects organics separately and recovering edible food for residential and commercial residents.

FINANCIAL IMPACT/COST:

Financial Impact: Potential $80,167 in SB 1383 Grant funds

ATTACHMENTS:

Resolution No. 6551_CalRecycle.pdf

APPROVED:



_____

Clint Osorio, City Manager

RESOLUTION NO. 6551

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF GARDENA IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment, and;

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants, and;

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

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

SECTION 1. That the City Council authorizes the submittal of application(s) to CalRecycle for all grants for which the City of Gardena is eligible.

SECTION 2. The City Manager, or his/her designee is hereby authorized and empowered to execute in the name of the City of Gardena all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

SECTION 3. That this Resolution shall be effective immediately, and that this authorization will remain in effect for five (5) years from the date of adoption of this resolution.

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

Passed, approved, and adopted this_____day of _____, 2022.

_____
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. 15.B
Section: DEPARTMENTAL ITEMS - PUBLIC WORKS
Meeting Date: February 8, 2022

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

AGENDA TITLE: Award Professional Services Contract for the Sewer Master Plan Project, JN 990, to Carollo Engineering, Inc., in the amount of $598,000.

COUNCIL ACTION REQUIRED:

Staff Recommendations: Approve Professional Services Contract

RECOMMENDATION AND STAFF SUMMARY:

The City of Gardena provides wastewater collection services to the entire City within its 6.2 square mile boundary. The City's existing wastewater collection system is made up of a network of gravity sewers. The City has over 88 miles of varying pipes sizes with approximately 2,080 manholes and own and maintain one lift station.

The overall goals of developing and implementing a Sewer Master Plan is to evaluate the existing condition of the sewer system; ensure adequate capacity exists to effectively collect and transport sewage generated in the City, and to identify and plan for Capital Improvement Programs. The plan also helps ensure that the City remains compliant with new and constantly updated State regulations related to sewer system management.

The project scope consists of data collection, sewer CCTV survey, manhole inspection, flow monitoring, lift station assessment to develop technical report to identify capacity constraints, land use/population updates, and Capital Improvement Programs for five, ten, and twenty year priority projects. Additionally, the end result of the project is to develop a sewer GIS inventory, Sewer System Management Plan Update (SSMP) per state requirements, and a sewer Design Manual to provide guidelines for the analysis and design of sewer facilities.

In June 2021, the Department of Public Works released a Request for Proposal (RFP) for Sewer Master Plan 2021 services and distributed to engineering firms throughout California utilizing the Information Management System (IMS) platform that specializes in government project notifications. Staff contacted 13 regional consultants that provide Sewer Master Plan services. On Sept. 20, 2021, four (4) proposals were received. Two sealed envelopes were received from each firm: one with the firm's proposal/qualifications and the other with the firm's fee.

Three staff members, the Director of Public Works, Principal Engineer, and Associate

Engineer, evaluated the written proposal using the weighed criteria regarding the experience of the team, qualifications, project understanding, schedule, cost, relevant project experiences, response to scope of services and level of effort and familiarity with the City's existing system. Subsequently, the top two (2) firms, Cannon Corporation and Carollo Engineering, Inc. were invited to participate in an interview on October 26, 2021. Both firms presented their experience, project approach, team resume and participated in a Q&A session with the City.

Both firms were very qualified and have years of experience providing Sewer Master Plans to local municipalities. The staff review team selected Carollo Engineering, Inc. based on their qualifications, experiences, knowledge of the project and presentation. Within the past 15 years, they have completed 100 Sewer Master Plans including City of Torrance and had exceptional feedback from their professional references. Carollo Engineering, Inc.'s fee was also the second lowest overall proposal and is reasonable.

Founded in 1933, Carollo Engineering, Inc. is a full- service environmental engineering firm that has been exclusively providing water and wastewater services for 88 years across the United States. They have 48 offices throughout the United States. This project will be from their office in Los Angeles.

Staff respectfully recommends that the City Council approve a Professional Services Contract, in a form approved by the City Attorney, to Carollo Engineers, Inc. for the Sewer Master Plan Project, JN 990 in the amount of $598,000

FINANCIAL IMPACT/COST:
Budgeted Amount: $600,000
Funding Source: Sewer Funds

ATTACHMENTS:
Attachment 2 - JN 990 Citywide Sewer Map.pdf
Attachment 1 - JN 990 Consultant Agreement with Carollo Engineering, Inc..pdf

APPROVED:



_____
Clint Osorio, City Manager

CITY OF HAWTHORNE

CITY OF LOS ANGELES COUNTY

CITY OF TORRANCE

CITY OF LOS ANGELES COUNTY

SCALE 1" = 600'

GITY of GARDENA

CITY OF GARDENA

ENGINEERING DIVISION

CITY WIDE SEWER MAP 7-71

N:\ENGINEERING\CAD\AutoCAD\MAPS\ctymaps\Sewer Map at Counter 2008

CITY OF GARDENA
CONSULTANT AGREEMENT WITH CAROLLO ENGINEERS INC.

This Agreement is entered into this _____ day of _____, 2022, by and between the **City of Gardena**, a municipal corporation ("City") and **Carollo Engineers Inc.,** a Ca., corporation ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

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

   A. Whereas, City is desirous of obtaining professional consultant services to develop a Sewer System Master Plan, update the Sewer System Management Plan, and prepare a Sewer Design Manual services;

   B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to accomplish these services; and

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

   D. Whereas, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

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

   A. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.

   B. City may terminate this Agreement for cause by giving thirty (30) days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.

   C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City all data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the services under this Agreement, whether completed or in progress. Consultant shall be entitled to reasonable compensation for the

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

3. **SERVICES.** Consultant agrees to provide the services as specified in the City's Request for Proposal ("RFP"), Exhibit A, attached hereto and incorporated herein by this reference ("services"). Unless otherwise specified herein, Consultant shall, at its sole cost and expense, furnish all facilities, equipment and personnel which may be required for providing the Services pursuant to this Agreement.

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

5. **CONSULTANT'S PROPOSAL.** This Agreement shall include Consultant's proposal to City's RFP, which is incorporated herein as Exhibit B. In the event of any inconsistency between the terms of the proposal and this Agreement, it shall be resolved by giving precedence in the following order: (a) The Agreement, (b) Exhibit A, (c) Exhibit B.

6. **PERSONNEL.** City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City. During the term of this Agreement, Consultant shall provide the services specified in the proposal. Such individual(s) shall not be replaced without the prior written consent of City.

7. **PERFORMANCE BY CONSULTANT.** Consultant shall maintain the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.

8. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by

this Agreement. City, in its sole discretion, may extend the time for performance of any Service.

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

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

    A. Amount. City shall compensate Consultant for services rendered pursuant to this Agreement at the rate specified in the attached fee proposal hereto and incorporated herein by reference**.** In no event shall compensation under this Agreement exceed **Five Hundred Ninety Eight Thousand ($598,000)** without the prior written authorization of the City Council.

    B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. For payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced. City shall review the invoices to determine whether services performed, and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

    C. Expenses. Consultant shall not be entitled to any additional compensation for expenses.

11. **INSURANCE REQUIREMENTS.**

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

be subject to all the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.

B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.

C. Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:

1. Commercial General Liability Insurance – a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverages under this policy shall be no less than one million dollars ($1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance – a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars ($1,000,000.00) per accident.

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

4. Professional Errors & Omissions ("E&O") – a policy with minimum limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder. This policy shall be issued by an insurance company which is admitted to do business in the State of California.

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

a. Additional insureds: "The City Gardena and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

b. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

c. Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Gardena, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Gardena shall be excess and not contributing with the insurance provided by this policy."

d. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Gardena, its officers, officials, agents, employees, and volunteers.

e. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

losses and related investigations, claim administration and defense expenses.

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

G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.

H. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

12. **INDEMNIFICATION.** Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees and volunteers arising out of relating to or pertaining to the negligence, recklessness or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subconsultants, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligent acts, errors or omissions, or willful misconduct of the Consultant, its employees, and/or authorized subconsultants, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, employees and volunteers based upon the negligence, recklessness or willful misconduct by the Consultant, its employees, and/or authorized subconsultants under this Agreement, whether or not the Consultant, its employees, and/or authorized subconsultants are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity and defense

shall be limited to the extend required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or misconduct of Consultant. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

15. **PERS ELIGIBILITY INDEMNIFICATION.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

    Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be

paid by City for employer contribution and/or employee contributions for PERS benefits.

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

17. **OWNERSHIP OF WORK PRODUCT.** All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant as City employee(s) for hire and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination or expiration of this Agreement.

18. **CONFIDENTIALITY CLAUSE**. 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 ("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.

19. **NONUSE OF INTELLECTUAL PROPERTY OF THIRD PARTIES**. Contractor shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Contractor has a license. Contractor shall indemnify and hold City harmless against all claims raised against City based upon allegations that Contractor has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Contractor pursuant to this Agreement.

20. **WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

21. **COMPLIANCE WITH LAWS.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

22. **CONFLICT OF INTEREST AND REPORTING.** Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this

Agreement.

23. **EMPLOYMENT OF ALIENS.** Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.

24. **NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.

25. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of Consultant.

26. **ASSIGNMENT.** Consultant shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, except for any monies due the Consultant, without the prior written consent of City. Such consent by City shall not be unreasonably withheld. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.

27. **NOTICES.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City:	City of Gardena 1717 West 162nd Street Gardena, California 90247 Attn: Allan Rigg Director of Public Works
To Consultant:	Carollo Engineers Inc. 707 Wilshire Blvd. Suite 3920 Los Angeles, Ca. 90017 Attn: Inge Wiersema PE Vice President

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

28. **LICENSED STATUS.** Consultant shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including, but not limited to, a City Business License.

29. **FAMILIARITY WITH WORK.** By executing this Agreement, Consultant warrants

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

30. **PUBLIC RECORD ACT DISCLOSURE.** Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

    A. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assume proper accounting for all funds;

    B. Records which establish that Consultant and all subcontractors who render Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations;

    C. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.

    D. The aforementioned records shall be made available to City or any authorized representative thereof upon request for audit.

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

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

34. **SECTION HEADINGS.** The Section headings used in this Agreement are for

reference purposes only and shall have no binding effect.

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

36. **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.

37. **PREPARATION OF AGREEMENT.** Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

38. **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.

39. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

    The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply 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.

40. **CITY-PROVIDED INFORMATION AND SERVICES.** City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and reasonably rely upon all such information and services provided by City or others in performing Consultant's services under the Agreement.

41. **ESTIMATES AND PROJECTIONS.** Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming wastewater quality and/or quantity, or over the way City's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by Consultant and Consultant will not be liable to and/or indemnify City and/or any third party related to any inconsistencies between Consultant's data projections and estimates and actual costs and/or quantities realized by City and/or any third party in the future, except to the extent such inconsistencies are caused by Consultant's negligent performance hereunder.

42. **ACCESS.** City shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.

43. **DAMAGES AND WARRANTIES.** Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to City or any third party arising out of breach of contract, delay, termination, or for professional negligence. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

44. **THIRD PARTIES.** The services to be performed by Consultant are intended solely for the benefit of City. No person or entity not a signatory to

the Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of the Agreement or the performance of Consultant's services hereunder."

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

CITY OF GARDENA

_____
Tasha Cerda, Mayor

ATTEST:

_____
Mina Semenza, City Clerk

APPROVED AS TO FORM:

_____
Carmen Vasquez, City Attorney

CONSULTANT – Carollo Engineers Inc.

Inge Wiersema, PE
Name

Sign: _____
Title: Vice President

Eric M. Mills
Name

Sign: _____
Title: Senior Vice President

CITY OF GARDENA

PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSAL

SEWER MASTER PLAN 2021

AUGUST 2021

Memoranda:
Proposal Due: Monday Sept. 20, 2021 at 5 P.M.
Public Works Department: (310) 217-9568

CITY OF GARDENA

FOR CITY OF GARDENA SEWER MASTER PLAN 2021

I. INTRODUCTION

Overview of Scope of Services

The City of Gardena (City) is requesting proposals (RFP) from qualified civil engineering firms (Consultant) to provide professional engineering services to prepare a Sewer System Master Plan 2021 (SMP), update the Sewer System Management Plan (SSMP), and prepare a Sewer Design Manual. Please see Scope of Services for task details.

The goal is to develop a comprehensive sewer model and analysis tool with the primary driver of evaluating future projects/developments to confirm the system has the required capacity. At the conclusion of the study, a prioritized Capital Improvement Program (CIP) plan with detailed descriptions and cost estimates shall be prepared based on the findings. The CIP will be used to establish appropriate fees to its customers.

Consultants may submit proposals for the Sewer Master Plan Study and should include any tasks they believe are important and should be part of the study. The City may select the top firm to develop the Sewer Master Plan Study, and the City reserves the right to make no award.

The City makes no representation or guarantee as to, and shall not be responsible for, the accuracy, completeness, or pertinence of the Reference Documents, and, in addition shall not be responsible for any conclusions drawn therefrom. They are made available to the Proposer for the purpose of providing such information as is in the possession of the City, whether or not such information may be accurate, complete or pertinent, or of any value.

Questions regarding this RFP shall be directed to Jun De Castro at (310) 217-9642 or JDeCastro@cityofgardena.org.

Deadline to submit a proposal is Sept 20, 2021 at 5:00 p.m. Five (5) hard copies and one complete PDF copy (on USB memory stick) shall be addressed to:

City of Gardena
Department of Public Works Engineering Division
1717 West 162nd Street
Gardena, CA 90247
Attn: Jun De Castro, Associate Engineer

Proposal packages received after the deadline will not be accepted and will be returned unopened.

The City currently anticipates conducting the selection process in accordance with the following schedule. This schedule is subject to revision and the City reserves the right to modify the schedule as needed or necessary.

Aug. 19, 2021:	RFP released
Aug. 30, 2021:	Questions from Consultants due

Sept. 9, 2021:	Responses from City due
Sept. 20, 2021:	Proposals due
TBD:	Consultant Interviews (if necessary)
TBD:	Consultant Selection by
TBD:	Council Award

II. PROJECT BACKGROUND

The City is soliciting written proposals from Engineering firms experienced in the development of sewer master plan, the assessment of wastewater system operation and maintenance practices and level of service requirements, and establishment of various information technology applications for both operations and asset management.

III. SCOPE OF WORK

The following generalized task descriptions are presented as information only to assist consultants in preparing the proposal. In general, the scope of services is intended to provide the engineering services required to prepare a comprehensive Sewer Master Plan, SSMP update, and Sewer Design Manual. A more detailed scope of services will be incorporated into the negotiated consultant agreement. If any information is unclear, please feel free to provide assumptions and state these assumptions within your proposal.

A) PROJECT MANAGEMENT, KICK-OFF MEETING, AND SCOPE REFINEMENT

Consultant shall attend an initial project coordination meeting with City staff to fine-tune the process and procedures to be used in completing this project. Review all background data including existing sewer map, SSMP, City service area and sphere of influence, City General Plan, and proposed future development.

Consultant team shall provide team members with expertise in CCTV operations, master planning and sewer modelling expertise at the kick-off meeting.

Consultant shall attend monthly meetings with the City's Project Manager and maintain an action item log to be reviewed and updated at each meeting. Consultant shall also be prepared to discuss schedule progress on a monthly basis.

B) SEWER MASTER PLAN

The Consultant's Scope of Work shall include at least the tasks described below:

<u>TASK 1: DATA COLLECTION</u>

Meet with the City to hold kickoff meeting/workshop. Gather, collect and examine all data supplied by the City, which may include copies of as-built drawings, video inspections, City utility map sets. Other records useful to the understanding of the City's wastewater collection system, include:

- As-built drawings
- Lift station information (record plans and historic SCADA data, if available)
- Any available O&M records for leaks, repairs and replacements
- Any available CCTV data

The consultant is to develop a thorough understanding of the City's wastewater collection system, including the operation and maintenance practices, analyzing the existing and anticipated land uses and population within the City, in accordance with the General Plan and the discharge generation factors for the different land uses within the sewer study area.

Deliverable: Summary Report

TASK 2: SEWER CCTV SURVEY

Of the approximate 88 total miles of sewer mains within City limits, the City performed approximately 80 miles of CCTV in 2019. Consultant shall conduct comprehensive sewer collection system survey utilizing Closed Circuit Television system of the remaining 8 +/- miles of sewer main. The system shall be inspected for general construction, condition and evidence of inflow, infiltration or surcharging. Recognizing budget constraints for the project, the City is open to alternative approaches to conducting a comprehensive survey.

The Consultant will be responsible for performing the following tasks:

- Recording pipe conditions in accordance with the National Association of Sewer Service Company's (NASSCO) Pipeline Assessment and Certification Program (PACP).
- Documenting the number and location of connections (laterals).
- Documenting of Material – (Spacing of Joints).
- Indicating and documenting pipe slope using an inclinometer.
- Cleaning the pipes enough for proper video inspection, and removal and disposal of solid waste. The Consultant shall make a maximum of five (5) passes with a jetting nozzle to remove debris before considering the pipeline unsuitable for video inspection. If the Consultant determines that a pipeline is unsuitable for video inspection, the Consultant shall inform the City and shall document the attempts made and the conditions, to the extent possible, causing the unsuitability of the pipeline for inspection.
- Documenting promptly all observed substantial infiltration and inflow and critical structural damage or blockages.
- Providing corrections to the sanitary sewer system drawings as encountered. The Consultant shall provide a legible sketch (8-1/2" x 11") of any revised configuration. (No surveying required).

Deliverable: Four (4) sets of videos in USB memory stick format and Summary Reports

TASK 3: MANHOLE INSPECTION

There are approximately 2,080 sewer manholes within City limits. Consultant shall inspect manholes for general construction, condition and evidence of inflow, infiltration and surcharging. Assess and record results of inspection, confirm size of pipeline penetration, perform video inspection and submit manhole inspection report.

- Recording manhole conditions in accordance with the National Association of Sewer Service Company's (NASSCO) Manhole Assessment and Certification Program (MACP) Level 1.
- Traffic control shall follow the WATCH Manual. Properly trained flagmen, if necessary, shall be deployed.
- No parking signs shall be posted 72 hours before inspection.

TASK 4: FLOW MONITORING

Consultant is to collect flow and rainfall data for representative areas within the City's wastewater collection system. Provide flow monitoring and documentation at locations recommended by the consultant using the following:

- Duration of flow monitoring
    - Assume one month for dry weather (baseline)
    - Assume 2-3 months for wet weather flow
- Criteria for completion to the flow monitoring study, data collection with flowmeters and rain gauges
- Dry weather and wet weather flow data

Subtask 4.1: Sewer System Data Collection

Consultant shall GPS all sewer system assets to create a working system model. Consultant shall verify and GPS:

- Pipe size and material
- Manhole location and data (rim and inverts)
- Force mains locations

Subtask 4.2: Sewer System Flow Development

- Develop existing system flow based on historical data
- Rainfall-dependent Inflow and Infiltration
    - Determine base RDII from flow monitoring results
    - Design storm event

TASK 5: SEWER FLOW PROJECTIONS

Consultant shall determine dry weather and wet weather flow projections. Projections shall be based upon land use from General Plan, Specific Plans and Urban Water Management Plan/Water Supply Assessment projections. Coordinate with the City's Planning Division on land use and potential developments that will impact the system.

Deliverable: Based on Tasks 4 & 5 above, prepare a report summarizing findings with the description of means and methods used to collect data and determine projections.

TASK 6: LIFT STATION ASSESSMENT

Perform a condition assessment of one (1) lift station, as directed by the City. Condition assessment shall include the following:

- Condition
- Safety/code violations
- Capacity
- Redundancy
- Flood resilience

Deliverable: Lift Station inventory report, listing features and conditions for each station inspected.

TASK 7: TECHNICAL MEMORANDUM ON EXISTING WASTEWATER COLLECTION SYSTEM

1. The Technical Memorandum shall identify locations in the wastewater system that have capacity constraints under peak wet weather flow based on the following desired performance criteria:
    - The value of d/D=0.67 for pipe sizes less than 12 inches and d/D=0.75 for pipe sizes greater than or equal to 12 inches.
2. The Technical Memorandums shall include, but not be limited to:
    - Modeling Software Selection
    - Flow Monitoring Plan / Locations
    - Sanitary Sewer Master Plan Criteria
    - LA County Sanitation District Sewer Discharge Permits (if applicable)
    - Existing and Build-Out Condition Runs
    - Land Use / Population Updates and Model Calibration
    - Modeling Results and Alternative Analysis
    - Sewer Improvement Updates
3. The selected consultant will summarize the model calibration results in a draft technical memorandum, which will be submitted in a Microsoft Word technical file for the City's review. Comments from the City on the draft technical memorandum will be discussed in one of the project meetings and incorporated into the Final Technical Memorandum.

Deliverables:

- **Draft Technical Memorandum**
- **Final Technical Memorandum**

TASK 8: GIS AND HYDRAULIC MODEL DEVELOPMENT

Subtask 8.1 – GIS Development

The Consultant shall provide the development of a complete, informative, and cost-effective GIS-based inventory database of the City's sewer point of connection for private sewer laterals, manholes, County sewer lines/manholes, and one lift station, and infrastructure within the City Limits. The Consultant shall develop the functional GIS database to provide an accurate inventory and assessment of the City's sewer network and infrastructure, which includes a base map and GIS maps of all the compiled information – sewer components and appurtenances of the City's sewer system. GIS data will have complete metadata and will be provided to the City in a shapefile format compatible with the City's computerized maintenance management system (CMMS) platform. The coordinate system to be used for GIS data is NAD 1983 State Plane California Zone 5 FIPS 0405 feet. Maps will be provided to the City as PDF and shapefile formats.

Deliverable: Complete sewer system map with attribute data in a shapefile compatible with City's CMMS platform

Subtask 8.2 – Hydraulic Model Development

1. The City does not have a hydraulic model for the sewer collection system. Consultant shall develop and calibrate a sewer system hydraulic model using a City-approved Sewer Modeling Software with GIS compatibility for existing and future flow conditions.
2. Using flow data collected in Field Investigations, the consultant shall update model simulations for design storm dry and wet weather flows for existing and future development scenarios.
3. Identify locations in the wastewater system that have capacity constraints under peak wet weather flow.
4. Identify areas in the City with high rates of Infiltration and Inflow (I&I).
5. The consultant shall provide the City a hydraulic model that includes, but is not limited to, all of the following:
    a. Manhole and pipe segment identification numbers in accordance with City-specified naming convention, manhole invert elevation for all pipes and rim elevation.
    b. Pipe size and material
    c. Pipe flow estimates for peak dry and wet weather flows, resulting D/d ratios, and available capacity based on City specified D/d ratios
    d. Links to any available meter data collected as part of Field Investigations

Deliverable: Complete sewer hydraulic model in electronic format

TASK 9: CAPITAL IMPROVEMENT PROGRAM (CIP)

- Identify the condition, useful life and value of existing sewer system.
- Establish condition improvement projects based on structural integrity of existing sewer lines and manholes.
- Establish capacity improvement projects and timeline for existing and future flow conditions
- Create prioritization criteria based on criticality of the project(s)
- Create a prioritized list of recommended improvements for immediate (5 years), midterm (10 years) and long term (20 years) projects.
- Provide phasing of improvements, capital cost requirements, cost estimates which incorporate the CPI, and implementation schedule.

Deliverable: Prioritized CIP plan with detailed description of the project identifying deficiencies, improvements required and cost estimates.

TASK 10: FINAL REPORT

Summarize findings from tasks 1− 9 and prepare a Draft Report.

- Prepare exhibits and sewer atlas map that accurately represent the City's existing and proposed sewer system. The report should at a minimum include sewer service area, sewer trunk and collection system (existing and future), LA County Sanitation District's Facilities, CCTV Inspection and Report and Capital Improvement Program (CIP). The Sewer Atlas Map will show the complete sewer system within City limits including City sewer lines/manholes and County Sanitation District sewer lines/manholes. This map shall be provided in both CADD and PDF formats.
- Prepare a Hydraulic Model for existing and future conditions (proposed improvements) that include all sewer elements.

- Prepare a Hydraulic Schematic Drawing for existing and future conditions.
- Prepare an Executive Summary containing all core elements of the report including CIP.

The selected consultant will submit the Draft Report to the City for review. Comments from the City on the Draft Report will be discussed in one of the project meetings and incorporated into the Final Report.

Deliverables:

- **Draft Report**
- **Final Report**

C) SEWER SYSTEM MANAGEMENT PLAN UPDATE

The Consultant shall prepare an updated Sewer System Management Plan (SSMP) in accordance with the Development Guide prepared by California Water Environment Association (2015), and in accordance with the State Water Resources Control Board (SWRCB) Order No. 2006¬0003 WDR, and the requirements of the amended monitoring and reporting program as specified in the Order No. WQ2013-0058-EXEC issued by the SWRCB. The consultant shall also be familiar with the "*SWRCB Informal Staff Draft – February 2021 Order WQ202X-XXXX-DWQ Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems*" and incorporate design and technical information developed as part of the Sewer Master Plan above into the SSMP Update as appropriate. The SSMP document shall detail how the City's sewer system is operated, maintained, repaired and funded. At a minimum, the SSMP shall include the following elements, to comply with the SSO WDR:

1. Develop goals for the SSMP.
2. Establish an organization chart to identify administrative and maintenance positions responsible for implementing the SSMP.
3. Legal Authority – The public entity shall demonstrate, through sewer use ordinances, that it possesses the legal authority to prohibit illicit discharges to the sewer system; require that sewers be property designed and constructed; ensure access for maintenance, repair and inspections; and enforce any violations of its sewer ordinances.
4. Operation & Maintenance Program – The SSMP shall describe the entity's routine (or proposed) operation and maintenance activities, including development of a Condition Assessment and Rehabilitation/replacement plan to address system deficiencies, the review and assessment of existing (or proposed) television inspection programs to quantify current conditions and to provide staff training on a regular basis.
5. Design and Performance Provisions – The SSMP shall provide design and construction standards not only for the installation of new sanitary sewer systems, pump stations and other appurtenances, but also for the rehabilitation and repair of existing sewer systems. The SSMP shall identify procedures and standards for inspecting and testing of new sewers, pump stations and other appurtenances including rehabilitation and repair projects.
6. Overflow Emergency Response Plan –The SSMP shall describe the entity's overflow emergency response plan to be implemented in case of SSO's. The City has a Sewer Spill Reporting Procedure plan. The plan shall include proper notification procedures, emergency response operations and staff training.
7. Fats, Oil & Grease (FOG) Control Program – The SSMP shall describe procedures for the proper disposal of fats, oil and grease generated within the sewer system service area; require

installation of grease removal devices such as traps or interceptors; and inspect grease producing facilities such as restaurants, auto repair shops, carwashes, etc.

8. System Evaluation & Capacity Assurance Plan – The SSMP shall include a Sewer System Capital Improvement Program (CIP) that will identify and address the entity's sewer system deficiencies. The CIP may include increases in pipe sizes, inflow/infiltration reduction programs, develop design flow and hydraulic criteria, sewer system evaluation of system hydraulic performance and future capacity requirements, cost criteria, etc. The CIP shall include an implementation schedule with cost estimates, project priorities, and shall identify sources of funding.
9. Monitoring Program – The public entity shall monitor the implementation and measure the effectiveness of each element of the SSMP.
10. Program Audits – The public entity shall conduct an annual internal audit evaluating the effectiveness of the SSMP.
11. Communication Program – The entity shall communicate with the public on a regular basis on the development and implementation of the SSMP. This will provide the public an opportunity to provide input as the program is developed and implemented.

The selected consultant will submit the Draft SSMP to the City for review. Comments from the City on the Draft SSMP will be discussed in one of the project meetings and incorporated into the Final SSMP.

Deliverables:

- **Draft SSMP**
- **Final SSMP**

D) SEWER DESIGN MANUAL

Consultant shall prepare a Sewer Design Manual to provide guidelines for the analysis and design of sewer facilities in the City of Gardena. See Attachment 3 – Sample Sewer Design Manual for reference. The manual may include, but not necessarily be limited to, the following sections:

1. Sizing – Proposed sewer systems shall be designed based on tributary areas, land use, and population estimate. Minimum pipe size allowed shall be specified.
2. Modeling – The manual shall provide guidelines for modeling existing condition, proposed development condition, and General Plan ultimate build out condition.
3. Capacity – The manual shall list the maximum allowable capacity of proposed sewer line per range of pipe sizes.
4. Horizontal Alignment – The manual shall provide guidelines on location, maximum deflection at bends, clearances to other facilities, etc.
5. Vertical Alignment – The manual shall provide guidelines on ground cover, slope, drops thru manholes, clearances to other facilities, blanket protection, etc.
6. Materials – The manual shall list the pipe materials allowed by the City.
7. Soil report – The manual shall provide requirements for geologic investigation, soil unit weight, etc.
8. Bedding – The manual shall provide guidelines on calculations, safety factor, and plan requirements.
9. Manholes – The manual shall include spacing, future stub, manhole type requirements, etc.
10. Lift Stations – The manual shall provide requirements for lift stations.

11. Standard Details – The manual shall provide a list of standard details acceptable to the City.
12. Easements – Easement requirements shall be detailed in the manual to provide the City with the necessary access for maintenance of public sewer facilities outside of public right-of-way.

The selected consultant will submit the Draft Sewer Design Manual to the City for review. Comments from the City on the Draft Sewer Design Manual will be discussed in one of the project meetings and incorporated into the Final Sewer Design Manual.

Deliverables:

- **Draft Sewer Design Manual**
- **Final Sewer Design Manual**

E) HYDRAULIC ANALYSIS MODULE (OPTIONAL)

The selected consultant shall update the master plan hydraulic model as new developments are proposed. The scope of work for this task shall consist of obtaining the development engineer's sewer capacity analysis report/calculations and updating the master plan hydraulic model to verify that the additional sewer flow is within an acceptable range. Consultant shall propose performing this hydraulic analysis module task on a Time and Materials basis.

F) ADDITIONAL INFORMATION

All programs, software, reports, work, etc. identified in this RFP shall be provided by the Consultant at no additional cost to the City.

IV. QUALIFICATIONS

The Consultant should have experience of preparation of SMP, SSMP update, and Sewer Design Manual for cities with similar characteristics and resources to provide all related deliverables required for its completion in a timely manner. The proposal shall include a comprehensive technical approach, methodology and specific tasks and activities required for completion of the SMP, SSMP update, and Sewer Design Manual.

If your firm is qualified and would like to be considered, please submit a formal proposal addressing the following items:

A. Proposal shall be limited to 15 pages maximum, excluding cover page and resumes.

B. Identify the name of your organization, address and telephone number. Indicate whether your firm is a Corporation, joint venture, partnership or sole proprietorship or a DBE. Indicate the name(s) of the owner(s) of your firm and number of years in business.

C. Identify all subconsultants / subcontractors to be used by name of organization, address and telephone number and provide examples of experience of each subconsultant and their key staff as related to the service they will perform.

D. Identify the designated Project Manager as well as key staff for this project along with their background, experience, responsibility and office location(s).

E. Provide a concise statement of your understanding of the Project.

F. Describe the methodology proposed for the SMP and also demonstrate your ability regarding understanding the approach, analysis and coverage of all aspects of the project.

G. Provide a scope of work within specific task description.

H. Provide a project schedule outlining the main tasks within the scope of work and the projected timeline throughout the project. The schedule should be presented in Microsoft Project format.

I. Provide a list of clients for whom similar services were provided with contact information.

J. Project fees that cover the entire aspect of services and other costs to complete the project. **Provide the fee proposal in a separate sealed envelope.**

V. EVALUATION AND SELECTION PROCESS

All Proposals will be evaluated on the basis of professional experience, qualifications and services to be performed. The City reserves the right to judge, appraise and reject all proposals, or to otherwise cancel the RFP process entirely if deemed in the City's best interest. The City reserves the right to request additional technical information or clarification of information submitted during the evaluation process.

The written proposal and potentially an oral interview will be evaluated using the following weighted criteria and will be assigned a score with a maximum of 100 points.

Criteria	Maximum Score
Experience of Project Team	10
Qualifications / Experience of the Consulting Firm	10
Project Understanding / Schedule / Cost	30
Past Relevant Projects / References	10
Response to Scope of Services	20
Appropriateness of level of effort	10
Familiarity with the City and Location of Firm	10

The City has the option to revise rating criteria at its direction.

The City reserves the right to require an oral interview of any and all respondents prior to the final scoring and selection. In the event an oral interview is required, the respondents will be provided with a minimum advanced notice of one (1) week.

VI. GENERAL CONDITIONS

By submitting a Proposal, the Consultant represents that they have thoroughly examined and become familiar with the requirements of this RFP and can perform quality work to achieve the objectives of the City.

The City reserves the right to withdraw the RFP at any time without prior notice. The City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City reserves the right to extend the deadline for Proposals, postpone reviewing the Proposals for its own convenience, to reject any and all Proposals without indicating any reasons for such rejection(s), and to negotiate with any qualified consultant. <u>The City does not guarantee successful firms will be provided any projects.</u>

The successful consultant(s) and sub-consultants are required to obtain and maintain a City of Gardena business license and insurance. The license and insurance shall be maintained for the duration of the Agreement. A current business license is not a prerequisite for submittal of the proposal.

The City is not liable for any costs incurred by the Proposers before entering into a formal agreement. Costs for developing the Proposal or any other such expenses incurred by the Proposer in responding to this RFP and entirely the responsibility of the Proposer and shall not be reimbursed by the City.

The City is not responsible for Proposals which are delinquent, lost, incorrectly marked, sent to the wrong address, or sent by mail or courier service and not signed for by the City.

VII. AGREEMENT & INSURANCE

The City's Standard Consultant Services Agreement is included in Attachment 1. The Consultant will be expected to enter into the Agreement without substantive changes. Any changes will require approval by the City Attorney.

The City's standard insurance requirements is included as part of the Standard Consultant Services Agreement included in Attachment 1.

VIII. ATTACHMENTS

Attachment 1 – Standard Consultant Services Agreement (Sample)

Attachment 2 – Sewer System Area Map

Attachment 3 – Sample Sewer Design Manual

Attachment 4 – SWRCB Draft February 2021 SWDR Requirements

ATTCHAMENT 1 –

STANDARD CONSULTANT SERVICES AGREEMENT (SAMPLE)

CITY OF GARDENA
CONSULTANT AGREEMENT WITH XYZ

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

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

   A. Whereas, City is desirous of obtaining professional consultant services to develop a Sewer System Master Plan, update the Sewer System Management Plan, and prepare a Sewer Design Manual services;

   B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to accomplish these services; and

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

   D. Whereas, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

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

   A. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.

   B. City may terminate this Agreement for cause by giving thirty (30) days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.

   C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City all data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the services under this Agreement, whether completed or in progress. Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination; however, if the Agreement

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

3. **SERVICES.** Consultant agrees to provide the services as specified in the Consultant's Proposal, Exhibit A, attached hereto and incorporated herein by this reference ("services"). Unless otherwise specified herein, Consultant shall, at its sole cost and expense, furnish all facilities, equipment and personnel which may be required for providing the Services pursuant to this Agreement.

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

5. **CONSULTANT'S PROPOSAL.** This Agreement shall include Consultant's proposal or bid which is incorporated herein as Exhibit A. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

6. **PERSONNEL.** City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City. During the term of this Agreement, Consultant shall provide the services specified in the proposal. Such individual(s) shall not be replaced without the prior written consent of City.

7. **PERFORMANCE BY CONSULTANT.** Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.

8. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.

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

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

    A. Amount. City shall compensate Consultant for services rendered pursuant to this Agreement at the rate specified in the attached fee proposal hereto and incorporated herein by reference**.** In no event shall compensation under this Agreement exceed **_____and 00/00 ($###.##)** without the prior written authorization of the City Council.

    B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. For payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced. City shall review the invoices to determine whether services performed, and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

    C. Expenses. Consultant shall not be entitled to any additional compensation for expenses.

11. **INSURANCE REQUIREMENTS.**

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

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

B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.

C. Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:

1. Commercial General Liability Insurance – a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverages under this policy shall be no less than one million dollars ($1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance – a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars ($1,000,000.00) per accident.

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

4. Professional Errors & Omissions ("E&O") – a policy with minimum limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder. This policy shall be issued by an insurance company which is admitted to do business in the State of California.

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

a. Additional insureds: "The City Gardena and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

b. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

c. Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Gardena, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Gardena shall be excess and not contributing with the insurance provided by this policy."

d. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Gardena, its officers, officials, agents, employees, and volunteers.

e. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

losses and related investigations, claim administration and defense expenses.

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

G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.

H. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

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

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

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

15. **PERS ELIGIBILITY INDEMNIFICATION.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

    Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

17. **OWNERSHIP OF WORK PRODUCT.** All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant as City employee(s) for hire and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination or expiration of this Agreement.

18. **NONUSE OF INTELLECTUAL PROPERTY OF THIRD PARTIES**. Contractor shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Contractor has a license. Contractor shall indemnify and hold City harmless against all claims raised against City based upon allegations that Contractor has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Contractor pursuant to this Agreement.

19. **WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

20. **COMPLIANCE WITH LAWS.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

21. **CONFLICT OF INTEREST AND REPORTING.** Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.

22. **EMPLOYMENT OF ALIENS.** Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.

23. **NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.

24. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of Consultant.

25. **ASSIGNMENT.** Consultant shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, except for any monies due the Consultant, without the prior written consent of City. Such consent by City shall not be unreasonably withheld. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.

26. **NOTICES.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City:	City of Gardena 1700 West 162nd Street Gardena, California 90247 Attn: Allan Rigg Director of Public Works
To Consultant:	XYZ Address XXXX, CA ##### Attn: Name Tittle

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

27. **LICENSED STATUS.** Consultant shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including, but not limited to, a City Business License.

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

29. **PUBLIC RECORD ACT DISCLOSURE.** Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

    A. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assume proper accounting for all funds;

    B. Records which establish that Consultant and all subcontractors who render Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations;

    C. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.

    D. The aforementioned records shall be made available to City or any authorized representative thereof upon request for audit.

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

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

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

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

35. **ATTORNEY'S FEES.** In the event that legal action is necessary to enforce the

provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

36. **PREPARATION OF AGREEMENT.** Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

37. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

38. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

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

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

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

CITY OF GARDENA

_____
Tasha Cerda, Mayor

CONSULTANT – XYZ

_____
Name

Sign: _____
Title:

_____
Name

Sign: _____
Title:

ATTEST:

_____
Mina Semenza, City Clerk

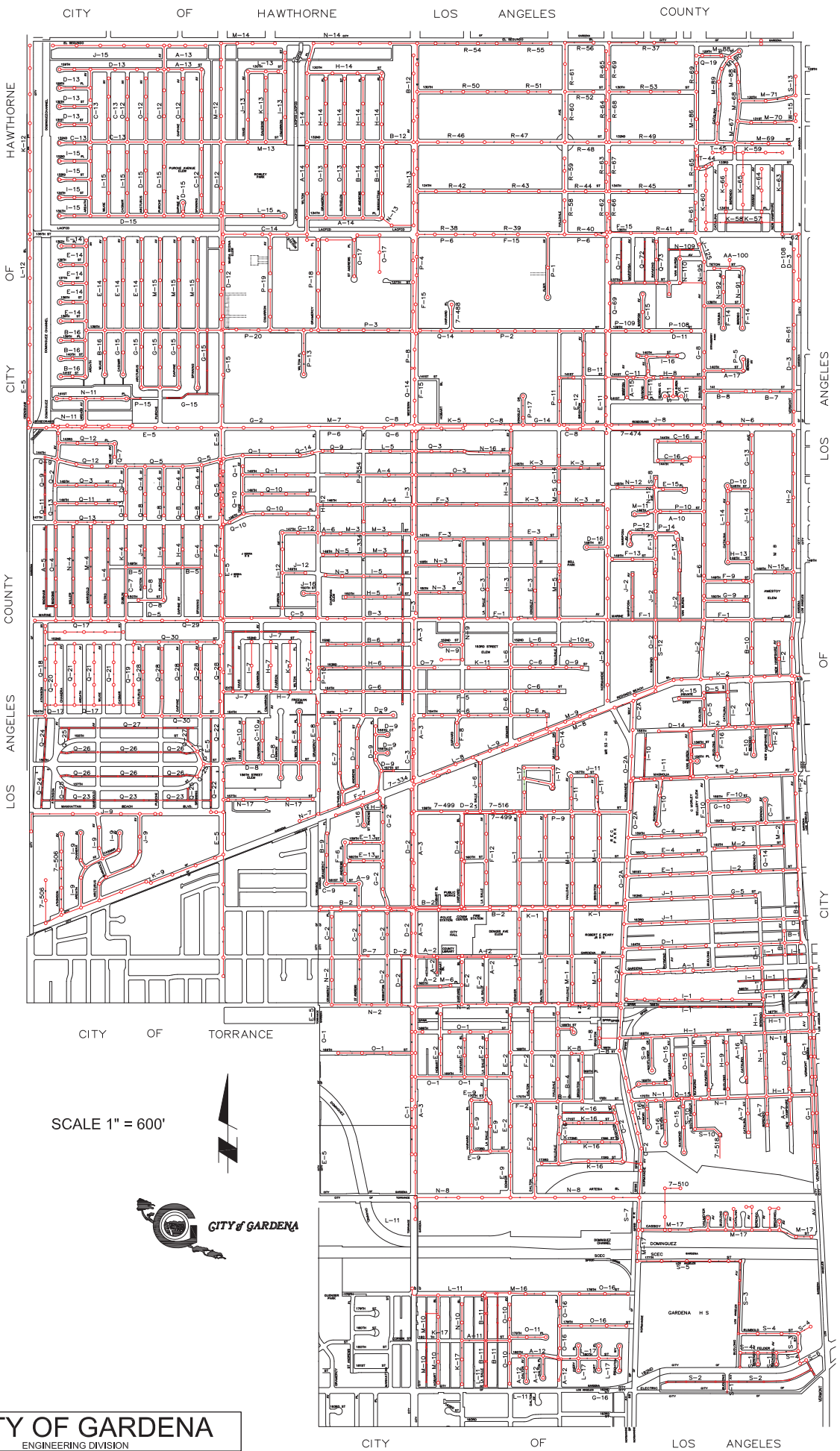
APPROVED AS TO FORM:

_____
Carmen Vasquez, City Attorney

ATTCHAMENT 2 –

SEWER SYSTEM AREA MAP

Attachment 2



CITY OF GARDENA

ENGINEERING DIVISION

CITY WIDE SEWER MAP 7-71

N:\ENGINEERING\CAD\AutoCAD\MAPS\ctymaps\Sewer Map at Counter 2008

ATTCHAMENT 3 –

SAMPLE SEWER DESIGN MANUAL

Attachment 3

CITY OF ANAHEIM

CITY OF ANAHEIM
DEPARTMENT OF PUBLIC WORKS
SUBDIVISION SECTION

SEWER DESIGN MANUAL

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EXHIBIT "A" WATER ENGINEERING STANDARD NO. W-130

REFERENCE: CLAY PIPE ENGINEERING MANUAL

September 2009

SEWER DESIGN MANUAL

Sanitary sewers are designed primarily to carry to a satisfactory point of treatment and ultimate disposal the spent water supply of a community, industrial wastes and unavoidable amounts of ground water infiltration. All waters not containing impurities which are actually or potentially objectionable should be excluded as far as possible from the sanitary sewer system. The flow rates of sewage for which sewer capacity should be provided must be determined from careful considerations of the present and probable future quantities of domestic sewage and commercial and industrial wastes.

The objective of the Sewer Design Manual is to provide a concise guide for the analysis and design of sewer facilities in the City of Anaheim. This guide is intended to be used by design engineers for development projects. Plan preparation and submittal requirements are provided in a separate document "Improvement Procedures" available online at:

1. SIZING

Since the quantity of domestic sewage is a function of the population and of water consumption, lateral and sub main sewers should be designed for the saturation density of population expected in the areas served. The sewer system should be designed for tributary areas, land use and population estimated based on the Anaheim General Plan and Master Plan of Sanitary Sewers.

All sewers shall be designed based on the peak flow rate and the following criteria.

A minimum pipe size of 8" shall be used for all public sewers and private sewers within street.

Design flows:

The average daily flow of sewage and ground water is the average 24-hour discharge during a period of a year. The peak flow determines the hydraulic capacity of sewers.

Residential:

Average flow:	105 gpcd (gallons per capita per day)
Per capita factor:	3.3 people per household
Peak factor:	3.25

Non-Residential:

Commercial:	2,262 gpd/acre
Industrial:	3,167 gpd/acre
Institutional:	2,715 gpd/acre
Peak factor:	1.7

Lot coverage varies from 40 to 70% depending upon location.

Roughness coefficient (n):

R.C.P., A.C.P., V.C.P., A.B.S., D.I.P.:	0.013
P.V.C.:	0.010

Velocity (Average flow):

Minimum: 2 fps
Maximum: 10 fps

Maximum depth of flow (at peak flow condition):

10" and smaller:	2/3 D,	d/D = 0.67	(d: depth of flow)
12" and larger:	3/4 D,	d/D = 0.75	(D: diameter of sewer pipe)

Lateral sizes:

Minimum lateral pipe size is 4".

2. MODELING

Modeling of the sewer system is required when proposed development intensifies the land use from the existing development on the site or proposed development requires a general plan amendment to a more intense use.

The following three scenarios must be modeled:

- **Existing Condition** – to identify existing deficiencies in the system
- **Existing Condition with Proposed Development** – to identify additional deficiencies created by the proposed development
- **General Plan Build Out Condition** – to identify the ultimate pipe size for improvements

Sewer modeling shall be performed by the City's on-call consultant for Sewer Studies for Private Development where available at the cost of the Developer. Developer will deposit the estimated amount for the proposed sewer study and City will contract the consultant to perform the study. City's consultant will input the developer's project parameters into the Master Sewer Study to identify the project's impact to the sewer system.

Development in areas with a downstream deficient sewer will be restricted. Where uses are discontinued on a property to allow for new development, new development up to the sewer generation rate of the previous use on the property will be allowed in sewer deficient areas.

Developer may make the needed improvements to the sewer system at his/her own cost and request a reimbursement agreement to recover a portion of the costs from other developments that tie into the system and benefit from the improvements. Reimbursement agreements run a term of twenty years and are not guaranteed to be paid in full.

3. ALIGNMENT

Sewer shall be located in the street, not in the parkway. Sewer trench shall not extend under edge of gutter.

A minimum radius of 150' shall be used for any horizontal bend. Maximum deflection at any joint shall not exceed two (2) degrees.

Connection:

4" to main line (8" or larger):	saddle
6" to main line (8" or larger):	snap-in wye
8" to main line (8" or larger):	manhole

When jacking is required, details to be shown on plans. 18" minimum diameter C.I.P. with 3/8" wall thickness required for 8" V.C.P. Jacking may be required by the City Engineer when crossing arterial highways.

Minimum horizontal spacing between sewer line and water line is 11'.

Provide lateral for each lot per Standard Detail No's. 222-1 and 223-1.

4. GRADE

Sewer shall be normally 7' to 8' deep (to soffit of pipe).
Mainline minimum depth at manhole shall be 5.67 ft (5'- 8").

Minimum slope:

d= 8"	s = 0.0036
d= 10"	s = 0.0030
d= 12"	s = 0.0024
d= 15"	s = 0.0020

Indicate slope in terms of ***s = 0.002***, not s = 0.2%.

Avoid vertical curves. Straight grade from manhole to manhole. Use of vertical curve must be approved by the Development Services Manager.

Elevation drop thru manhole:

Straight thru:	no change in pipe size,
Match soffit:	right angle turns and change in pipe size,
0.10' drop:	turns and no change in pipe size,
0.20' drop:	right angle turns and no change in pipe size.

Avoid drop manholes. Use of drop manholes to be approved by the Development Services Manager.

Encasement is required when clearance between pipes is less than 18" and where required per

Water Engineering Standard No. W-130 (See Exhibit "A")

Encase sewer line per Standard Detail No. 225-1 when:

- Top of bell of sewer is less than 3' from bottom of water line,
- Storm drain is within 1.5' (18") above sewer line, or
- Sewer line is above water line.

Slope anchors and backfill stabilizers are required where pipe slope exceeds 30%. Slope anchors shall be placed per Standard Detail No. 221-1.

5. MATERIALS

Main line sewer pipe shall be V.C.P.

Sewer pipe under median to be D.I.P. epoxylined, polylined D.I.P. or V.C.P. encased.

A.B.S. and P.V.C. solid wall pipe and A.B.S. composite pipe may be used as an alternate to V.C.P. as approved by the City Engineer. Use shall be limited to local interior streets and private streets tributary to residential flows only. Sizes shall not exceed 10" in diameter. Pipe characteristics and installation shall be per the Standard Specifications for Public Works Construction and a Bedding Detail shall be provided.

V.C.P. joints shall be mechanical compression or Band seal type.

6. BEDDING

V.C.P. and D.I.P. – Per Standard Specifications for Public Works Construction ("Greenbook") for cover between 3' and 15', for cover less than 3' and greater than 15' special bedding is required. Calculations and supporting soils reports to be provided by the Design Engineer. Use a soil weight of 130 lbs/cf (unless soils reports state otherwise) and a safety factor of 1.5. Details of bedding shall be shown on plan.

A.B.S. and P.V.C. - Details of bedding shall be shown on plan. Supporting calculations are required.

7. MANHOLES

Manholes to be constructed at intersecting mains, B.C., E.C., angle points and change in pipe size or grade. Only one manhole at B.C. or E.C. is acceptable for a short length curve (Maximum 100') with a central angle less than 45 degrees.

Maximum manhole spacing is 300'.

Manhole shall be constructed at the end of construction with 4' stub out for future connection. Stub shall be plugged with brick and mortar.

In unpaved areas where there is a danger of the manhole becoming lost, set the top of cover elevation so as not to be less than 1' above existing ground.

8. EASEMENTS

When sewer cannot be located within the street, it shall be located in an approved easement.

Easements parallel to lot line shall be on one lot only.

Sewer easement shall be a minimum 15 ft. in width. For deep pipe the easement shall be 2 x depth - O.D. to a maximum 25 ft.

Access for maintenance of a public sewer shall be 12' wide and must be paved with 0.25' of A.C. over 0.35' of B.M. Location of access to be approved by the Streets and Sanitation Division.

Easement for public sewers shall be dedicated to the City on a recorded map or by a separate deed with the approved easement sketch and the legal description (including closure calculations).

9. PRIVATE SEWER

Private on-site sewers designed to meet the California Plumbing Code will be reviewed, permitted and inspected by the Building Division. These plans will not be reviewed by the Public Works Department, but must meet all requirements of the California Plumbing Code and the Building Division. Contact the City of Anaheim Building Division at (714) 765-5153 for plumbing plan check requirements.

Engineered Sewers (i.e. those within a private street or on-site systems that do not meet Plumbing Code) may be drawn in plan view only, however they must show rates of grade, direction of flow, size of pipe, invert and finish surface elevations at cleanouts, manholes and grade breaks, location and elevation of all adjacent or crossing underground facilities, sufficient horizontal controls to permit the system to be located in the field, and any other information which may be required to adequately check, construct and inspect the system.

A. The size of all sewers shall be designed based on the following desirable engineering considerations, peak rate of flow with a minimum velocity of 2 fps, a minimum depth of flow of 1 inch and a maximum ratio of depth of flow to the diameter of pipe of 0.75. In addition, the minimum sizes shall be used:

a. Mains:
- Residential development: 6" min.
- Commercial development: 6" min.
- Industrial development: 4" min.

c. Laterals:
- 4" min. when serving 1 thru 6 living units in a single building,
- 6" min. when serving more than 6 living units in a single building or more than one (1) building.

B. Cleanouts may be provided in lieu of manholes at a maximum spacing of 100 feet. They shall also be provided at vertical grade break of more than one-half percent (1/2%) or for horizontal deflection angle of more than forty five (45) degrees. All cleanouts shall be brought to finished grade.

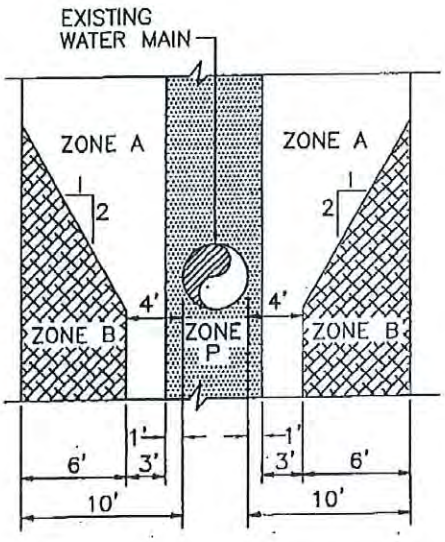
Standard manholes may be required when deemed necessary by the City Engineer.

C. Add note to each sheet:

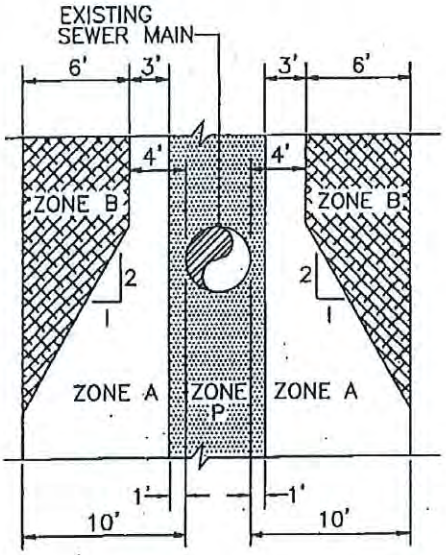
APPROVED ONLY FOR INSPECTION OF WORKMANSHIP AND MATERIALS ON PRIVATE PROPERTY

Exhibit A

ZONE	NEW SEWER CONSTRUCTION	NEW WATER MAIN CONSTRUCTION
B	SEWER PIPE SHALL BE EXTRA STRENGTH V.C.P. WITH COMPRESSION JOINTS OR ALTERNATE MATERIAL AS APPROVED BY PUBLIC WORKS AND PUBLIC UTILITIES DEPARTMENT	WATER PIPE SHALL BE DIP, CLASS 52, WITH HOT DIP BITUMINOUS COATING PER SECT. 2-01 OR, UPON APPROVAL, PVC PIPE, CLASS 305 (DR 14 AWWA C900), SEE NOTE 4 ON W-130 SHEET 2 OF 4
A	NO CONSTRUCTION WITHOUT APPROVAL OF WATER UTILITY AND DEPARTMENT OF HEALTH SERVICES	
P	PROHIBITED ZONE PER SECTION 64630 (E) (2), CALIFORNIA ADMINISTRATIVE CODE, TITLE 22	



ZONES INDICATING LOCATIONS OF NEW SEWER



ZONES INDICATING LOCATIONS OF NEW WATER MAIN

PARALLEL CONSTRUCTION

NOTE: SEE NOTES ON SHEET 2 OF 4 FOR ADDITIONAL REQUIREMENTS

WATER AND SEWER SEPARATION REQUIREMENTS

WATER SERVICES			PUBLIC UTILITIES DEPARTMENT	CITY OF ANAHEIM	STD. NO.
DRAWN	BY: TL	DATE: 3-12-09	APPROVED CIVIL ENGINEER-WATER SERVICES	DATE 6-11-09	W-130
CHECKED	LOC	3-19-09	APPROVED ASST. GEN. MGR.-WATER SERVICES Dan Callen	DATE 6-12-09	SHEET 1 OF 4
RECOMMENDED	MF	3-19-09			

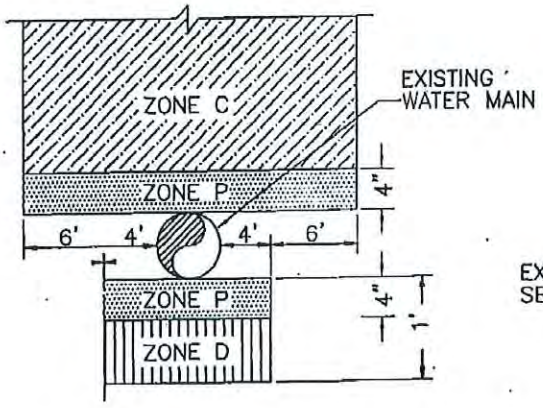
NOTES:

1. DEPARTMENT OF PUBLIC HEALTH (DPH) REGULATIONS REQUIRE THAT THE HORIZONTAL DISTANCE BETWEEN THE WATER MAIN AND THE SANITARY SEWER MAIN SHALL BE A MINIMUM OF 10–FT FROM OUTSIDE WALL–TO–OUTSIDE WALL.
2. FOR SITUATIONS IN WHICH THERE IS NO ALTERNATIVE BUT TO INSTALL WATER MAINS, SANITARY SEWER MAINS OR OTHER NON–POTABLE PIPELINES AT A DISTANCE LESS THAN THAT REQUIRED BY THE DPH REGULATIONS, THEN SPECIAL CONSTRUCTION WILL BE REQUIRED AS SHOWN ON SHEET 1 OF 4 OF W–130.
3. FORCE SEWER MAINS ARE NOT PERMITTED IN ZONES A OR B.
4. PVC WATER MAIN CONSTRUCTION SHALL BE PRE–APPROVED BY THE UTILITY PER SECTION 2–02. PVC PIPE LARGER THAN 12–INCH IN DIAMETER IS NOT ALLOWED.
5. INSTALLATION OF WATER MAINS, SANITARY SEWER MAINS, OR OTHER NON–POTABLE PIPELINES THAT DO NOT MEET THE MINIMUM DPH SEPARATION CRITERIA AND ARE 24–INCHES IN DIAMETER OR LARGER SHALL BE REVIEWED AND APPROVED IN WRITING BY THE DEPARTMENT OF PUBLIC HEALTH ON A CASE–BY–CASE BASIS PRIOR TO CONSTRUCTION..

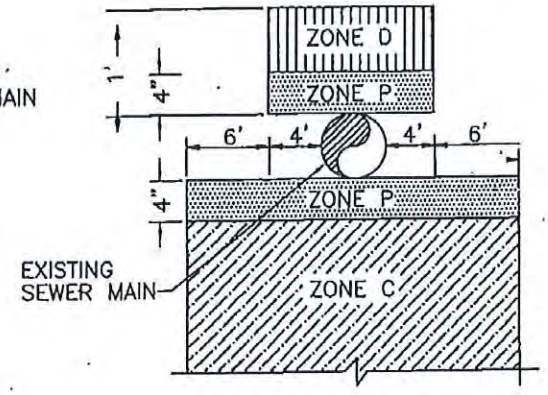
WATER AND SEWER SEPARATION REQUIREMENTS

WATER SERVICES			PUBLIC UTILITIES DEPARTMENT	CITY OF ANAHEIM	STD. NO.
	BY	DATE			
DRAWN	TL	3–12–09	APPROVED CIVIL ENGINEER–WATER SERVICES	DATE 6-11-09	W-130
CHECKED	LOC	3–19–09			
RECOMMENDED	MF	3–19–09	APPROVED ASST. GEN. MGR.–WATER SERVICES	DATE 6-12-09	SHEET 2 OF 4

ZONE	NEW SEWER CONSTRUCTION	NEW WATER MAIN CONSTRUCTION
C	NEW SEWER PIPE SHALL BE CENTERED OVER THE EXISTING WATER PIPE BEING CROSSED; SEWER PIPE SHALL BE A CONTINUOUS FULL LENGTH OF DIP WITH CERAMIC EPOXY LINING (PROTECTO 401 OR APPROVED EQUAL), OR, ALTERNATIVELY, ANY APPROVED SEWER PIPE MATERIAL WITHIN A CONTINUOUS CASING AS APPROVED BY PUBLIC WORKS	NEW WATER PIPE SHALL BE CENTERED UNDER THE EXISTING SEWER PIPE BEING CROSSED; WATER PIPE SHALL BE A CONTINUOUS FULL LENGTH OF DIP, CLASS 52, OR, UPON APPROVAL, A CONTINUOUS FULL LENGTH OF PVC PIPE, CLASS 305 (DR 14 AWWA C900), SEE NOTE 5 ON W-130, SHEET 4 OF 4
D	SEWER PIPE SHALL NOT HAVE JOINTS WITHIN 4-FT FROM EITHER SIDE OF WATER PIPE BEING CROSSED; SEWER PIPE SHALL BE A CONTINUOUS SECTION OF DIP WITH CERAMIC EPOXY LINING (PROTECTO 401 OR APPROVED EQUAL)	WATER PIPE SHALL HAVE NO JOINTS WITHIN 4-FT FROM EITHER SIDE OF SEWER PIPE BEING CROSSED; WATER PIPE SHALL BE A CONTINUOUS FULL LENGTH OF DIP, CLASS 52, OR UPON APPROVAL, A CONTINUOUS FULL LENGTH OF PVC PIPE, CLASS 305 (DR 14 AWWA C900), SEE NOTE 5 ON W-130, SHEET 4 OF 4
P	PROHIBITED ZONE PER SECTION 64630 (E) (2), CALIFORNIA ADMINISTRATIVE CODE, TITLE 22.	



ZONES INDICATING LOCATIONS OF NEW SEWER



ZONES INDICATING LOCATIONS OF NEW WATER MAIN

PERPENDICULAR CONSTRUCTION (CROSSING)

NOTE: SEE NOTES ON SHEET 4 OF 4 FOR ADDITIONAL REQUIREMENTS

WATER AND SEWER SEPARATION REQUIREMENTS

WATER SERVICES			PUBLIC UTILITIES DEPARTMENT	CITY OF ANAHEIM	STD. NO.
DRAWN	BY: TL	DATE: 3-13-09	APPROVED CIVIL ENGINEER-WATER SERVICES	DATE 6-11-09	W-130
CHECKED	LOO	3-20-09	APPROVED ASST. GEN. MGR.-WATER SERVICES	DATE 6-12-09	SHEET 3 OF 4
RECOMMENDED	MF	3-20-09			

NOTES :

1. DEPARTMENT OF PUBLIC HEALTH (DPH) REGULATIONS REQUIRE THAT WATER MAINS BE INSTALLED A MINIMUM OF ONE (1) FOOT VERTICALLY ABOVE THE SANITARY SEWER MAINS.
2. FOR SITUATIONS IN WHICH THERE IS NO ALTERNATIVE BUT TO INSTALL WATER MAINS, SANITARY SEWER MAINS OR OTHER NON-POTABLE PIPELINES AT A DISTANCE LESS THAN THAT REQUIRED BY THE DPH REGULATIONS, THEN SPECIAL CONSTRUCTION WILL BE REQUIRED AS SHOWN ON SHEET 3 OF 4 W-130.
3. FORCE SEWER MAINS ARE NOT PERMITTED IN ZONE C, AND IN ZONE D ONLY WITH SPECIAL CONSTRUCTION AS DETERMINED BY DEPARTMENT OF PUBLIC HEALTH.
4. ALL WATER MAIN PIPE SHALL BE D.I.P. PER SECTION 2-01 AND SHALL RECEIVE A HOT DIP BITUMINOUS COATING.
5. PVC WATER MAIN CONSTRUCTION SHALL BE PRE-APPROVED BY THE UTILITY PER SECTION 2-02. PVC PIPE LARGER THAN 12-INCH DIAMETER IS NOT ALLOWED.
6. SEWER HOUSE LATERAL REPAIR CROSSING ABOVE A WATER MAIN SHALL BE CONTINUOUS 5-FT LENGTH VCP PIPE WITH FERNCO COUPLING OR APPROVED EQUAL.
7. WATER MAIN CROSSING BELOW AN EXISTING SEWER HOUSE LATERAL SHALL BE A CONTINUOUS FULL LENGTH PIPE CENTERED BELOW THE LATERAL.
8. INSTALLATION OF WATER MAINS, SANITARY SEWER MAINS, OR OTHER NON-POTABLE PIPELINES THAT DO NOT MEET THE MINIMUM DPH SEPARATION CRITERIA AND ARE 24-INCHES IN DIAMETER OR LARGER SHALL BE REVIEWED AND APPROVED IN WRITING BY THE DEPARTMENT OF PUBLIC HEALTH ON A CASE-BY-CASE BASIS PRIOR TO CONSTRUCTION.

WATER AND SEWER SEPARATION REQUIREMENTS

WATER SERVICES			PUBLIC UTILITIES DEPARTMENT	CITY OF ANAHEIM	STD. NO.
DRAWN	BY: TL	DATE: 3-12-09	APPROVED CIVIL ENGINEER-WATER SERVICES	DATE 6-11-09	W-130
CHECKED	LOC	3-19-09	APPROVED ASST. GEN. MGR.-WATER SERVICES	DATE 6-12-09	SHEET 4 OF 4
RECOMMENDED	MF	3-19-09			

ATTCHAMENT 4 –

SWRCB DRAFT FEBRUARY 2021 SWDR REQUIREMENTS

STATE WATER RESOURCES CONTROL BOARD
1001 I Street, Sacramento, California 95814
INFORMAL STAFF DRAFT – FEBRUARY 2021
ORDER WQ 202X-XXXX-DWQ

STATEWIDE WASTE DISCHARGE REQUIREMENTS

GENERAL ORDER FOR SANITARY SEWER SYSTEMS

All ***italicized*** terms in this General Order are defined in Attachment A of this Order.

Table 1. Key Definitions for the Purpose of this Order

Sanitary Sewer System	A *sanitary sewer system* is a system that is designed to convey sewage, including but not limited to, pipes, manholes, pump stations, syphons, wet wells, diversion structures and/or other pertinent supporting infrastructure, upstream of a wastewater treatment plant headworks, including: • *Laterals* owned by *the Enrollee;* • *Satellite sewer systems;* and/or • Temporary conveyance and storage facilities, including but not limited to temporary piping, vaults, construction trenches, wet wells, impoundments, tanks and diversion structures.
Enrollee	An *Enrollee* is a public or private entity that has submitted a complete application and has obtained approval for regulatory coverage under this General Order, including: A federal or state agency, municipality, special district, or other public entity that owns and/or operates a *sanitary sewer system* with pipelines totaling more than one (1) mile in length; or A private company that owns and/or operates a *sanitary sewer system* of any size where the State Water Resources Control Board or a Regional Water Quality Control Board identifies the need to be regulated, and that is not regulated under separate waste discharge requirements issued by a Regional Water Quality Control Board.
Waste Discharge Identification Number (WDID)	A waste discharge identification number (WDID) identifies each individual sanitary sewer system enrolled under this General Order. A WDID number is assigned to each enrolled system upon an ***Enrollee's*** approved regulatory coverage.

Spill	A *spill* is a release, or any other type of emission, of *sewage* from any portion of a *sanitary sewer system* due to system overflow, flow stoppage, system leaks, operational failure and/or infrastructure failure. A *spill* includes underground exfiltration[1] of *sewage* from a *sanitary sewer system* through cracks in pipes, misaligned joints, seepage through porous materials, or other means, to groundwater, the ground surface, or a surface water of the State.
Discharge	A *discharge* is a *spill*, or any other type of emission or release of sewage from a *sanitary sewer system* whether or not it reaches a *water of the State.*
Sewage	*Sewage* is untreated or partially treated domestic, municipal, commercial and/or industrial *waste* (including sewage sludge) conveyed in a *sanitary sewer system*.

[1] This General Order does not regulate underground exfiltration of sewage from a sanitary sewer system to underground soil that does not reach groundwater, the ground surface, or a surface *water of the State. Such exfiltrated sewage is not considered t*o be a *spill* and is not subject to regulation under this Order.

This General Order does not convey any property rights of any sort or any exclusive privileges. The requirements prescribed herein do not authorize the commission of any act causing injury to persons or property, nor protect the *Enrollee* from liability under federal, state, or local laws, nor create a vested right for the *Enrollee* to continue the *discharge* of *waste*.

Table 2. Administrative Information

This Order was adopted by the State Water Resources Control Board on XXXX XX, 202X.
This Order shall become effective on XXXX XX, 202X.

CERTIFICATION

I, Jeanine Townsend, Clerk to the Board, do hereby certify that this Order with all attachments is a full, true, and correct copy of the Order adopted by the State Water Board on XXXX XX, 202X.

AYE:
NAY:
ABSENT
ABSTAIN:

Jeanine Townsend
Clerk to the Board

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1. INTRODUCTION

A *sanitary sewer system* is a combination of pipelines, valves, pump stations, manholes, and other auxiliary infrastructure designed, operated, and maintained to convey *sewage* from system users to a downstream wastewater treatment plant or facility. *Sewage* contains high levels of suspended solids, non-digested organic waste, pathogenic bacteria, viruses, toxic pollutants, nutrients, oxygen-demanding organic compounds, oils, grease, pharmaceuticals, and other harmful pollutants. *Sewage* spilled from a *sanitary sewer system* threatens public health, *beneficial uses* of waters of the State, and the environment.

This General Order serves as statewide waste discharge requirements. All sections, attachments and appendices of this General Order are enforceable by the State Water Resources Control Board (State Water Board) and Regional Water Quality Control Boards (Regional Water Boards). Through this General Order, the State Water Board requires *Enrollees* to:

- Comply with specifications, provisions, and notification, monitoring and reporting requirements that implement the federal Clean Water Act, the California Water Code (Water Code), water quality control plans (including Regional Water Quality Control Board *Basin Plans*), and statewide water quality control policies;
- Comply with federal and state prohibitions of *discharge* of *sewage* to waters of the United States and other waters of the State;
- Prevent any spill from the sanitary sewer system in violation of this General Order.
- Proactively operate and maintain sewer systems to ensure system resiliency and prevention of *spills*;
- Eliminate *discharges* of *sewage* to waters of the State through effective implementation of a Sewer System Management Plan;
- Monitor, analyze, and track *spills* for ongoing system performance evaluation; and
- Immediately report any noncompliance with this General Order.

This General Order supersedes previous State Water Board Order 2006-0003-DWQ and amendments thereafter.

2. REGULATORY COVERAGE AND APPLICATION REQUIREMENTS

2.1. Requirements for *Continuation of Existing Regulatory Coverage*

To maintain continuation of regulatory coverage from previous Order 2006-003-DWQ to coverage under this General Order, **60-days-prior-to the effective Date of this General Order**, XXXX XX, 202X, the *Legally Responsible Official* of an *Enrollee* with regulatory coverage under previous General Order 2006-0003-DWQ shall electronically certify *Continuation of Existing Regulatory Coverage* in the *California Integrated Water Quality System (CIWQS)*. The *Legally Responsible Official* will receive an automated CIWQS-issued Notice of Applicability email, dated per the date of the *Enrollee*'s electronic certification, that the *Enrollee* maintains continuation of regulatory coverage

under this General Order, commencing on the Effective Date of this Order. All regulatory coverage under previous Order 2006-003-DWQ will cease on the Effective Date of this Order. An *Enrollee* with coverage under previous Order 2006-0003-DWQ that fails to electronically certify continuation of coverage under this General Order as specified above, will not have regulatory coverage for its sanitary sewer system as of the Effective Date of this Order.

2.2. Effective Date of This Order

Upon the Effective Date of this General Order, all requirements within this Order, including the Attachments to this Order, become effective; the *Enrollees* shall comply with requirements of this General Order upon the Effective Date.

2.3. Application Package Requirements for New Applicants

2.3.1. Application Package for System Enrollment

Within 60 days prior to commencing and/or assuming operation and maintenance responsibilities of a *sanitary sewer system* required to be enrolled under this General Order, a legally authorized representative of the public or private entity that maintains legal authority over the *sanitary sewer system* shall submit a complete Application for Enrollment package as provided in Attachment B of this General Order.

A previous *Enrollee* of Order 2006-0003-DWQ that fails to complete the *Continuation of Existing Regulatory Coverage,* as specified in section 2.1 above, is a New Applicant and does not have coverage under this General Order until the date of approval of its complete application package for system enrollment, as specified in section 2.3.2 below.

2.3.2. Approval of Complete Application Package for System Enrollment

The Deputy Director of the State Water Board Division of Water Quality (Deputy Director) will consider approval of each complete Application for Enrollment package. The Deputy Director will issue a Notice of Applicability letter which serves as approved regulatory coverage for the new *Enrollee*.

If the submitted application package is not complete in accordance with application package requirements of this General Order, the Deputy Director will send a response letter to the applicant outlining the application deficiencies. The *Legally Responsible Official* will have 60 days from the date of the response letter to correct the application deficiencies and submit the identified items necessary to complete the Application for Enrollment Package to the State Water Board.

2.3.3. Required Application for Enrollment Package Items

The Application for Enrollment package for new applicants must include the following items:

- **Application for Enrollment Form**. A completed Application for Enrollment form (Attachment B), signed and certified by a *Legally Responsible Official*, in accordance with section 5.3 (*Designation of Legally Responsible Official*). If an electronic

Application for Enrollment form is available at the time of application, a new applicant shall submit its application form electronically; and

- **Application Fee**. A fee payable to the "State Water Resources Control Board" in accordance with the Fee Schedule required in the California Code of Regulations, Title 23, section 2200 or subsequent fee regulations updates.

  The application fee for this General Order is based on the sanitary sewer system's threat to water quality and complexity designations of 2C or 3C based on the population served by the *sanitary sewer system*. The current fee schedule for *sanitary sewer system*s is listed under Category C2 at the following website: Fee Schedule (https://www.waterboards.ca.gov/resources/fees/water_quality/)

2.4. Regulatory Coverage Transfer

Regulatory coverage under this General Order is not transferable to any person or party except after an existing *Enrollee* submits a written notice serving as a Regulatory Coverage Transfer request to the Deputy Director at least 60 days in advance of any proposed system ownership transfer. The written request must include a written agreement between the existing *Enrollee* and new *Enrollee* containing:

- Acknowledgement that the transfer of ownership is solely of an existing system with an existing waste discharge identification (WDID) number;
- The specific ownership transfer date in which the responsibility and regulatory coverage between the existing *Enrollee* and the new *Enrollee* becomes effective; and
- Acknowledgement that the existing *Enrollee* is liable for violations occurring up to the transfer date and that the new *Enrollee* is liable for violations occurring on and after the transfer date.

The Deputy Director will consider approval of the written request. If approved, the Deputy Director will issue a Notice of Applicability letter which serves as approved regulatory coverage for the new *Enrollee*.

3. FINDINGS

3.1. Legal Authorities

3.1.1. Federal and State Regulatory Authority

The objective of the Clean Water Act is to restore and maintain the chemical, physical, and biological integrity of the waters of the United States. (33 U.S.C. 1251.) The Water Code authorizes the State Water Board to implement the Clean Water Act in the State and to protect the quality of all waters of the State (Water Code sections 13000 and 13160).

3.1.2. Discharge of Sewage

A *discharge* of raw or partially treated *sewage* is a discharge of *waste* as defined in Water Code section 13050(d) that could affect the quality of waters of the State and is subject to regulation by waste discharge requirements issued pursuant to Water Code

section 13263 and Chapter 9, Division 3, Title 23 of the California Code of Regulations . A discharge of *sewage* may pollute and alter the quality of the waters of the State to a degree that unreasonably affects the *beneficial uses* of the *receiving water* body or facilities that serve those *beneficial uses*. (Water Code section 13050(l)(1)).

3.1.3 Water Boards Authority for Reporting

Water Code sections 13267 and 13383 authorize the Regional Water Boards and State Water Board to establish monitoring, inspection, entry, reporting, and recordkeeping requirements. Water Code section 13267(b), authorizes the regional water boards to "require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within its region… or is suspected of having discharged or discharging, or who proposes to discharge, waste outside of its region that could affect the quality of water within its region shall furnish, under penalty of perjury, technical or monitoring reports which the regional board requires… In requiring those reports, the regional board shall provide the person with a written explanation with regard to the need for the reports and shall identify the evidence that supports requiring that person to provide the reports." Water Code section 13267(f) authorizes the State Water Board to require this information if it consults with the Regional Water Boards and determines that it will not duplicate the efforts of the Regional Water Boards. The State Water Board has consulted with the Regional Water Boards and made this determination.

Water Code section 13383(a) authorizes the Water Boards to "establish monitoring, inspection, entry, reporting, and recordkeeping requirements… for any person who discharges, or proposes to discharge, to navigable waters, any person who introduces pollutants into a publicly owned treatment works, any person who owns or operates, or proposes to own or operate, a publicly owned treatment works or other treatment works treating domestic sewage, or any person who uses or disposes, or proposes to use or dispose, of sewage sludge." Section 13383(b) continues, "the state board or the regional boards may require any person subject to this section to establish and maintain monitoring equipment or methods, including, where appropriate, biological monitoring methods, sample effluent as prescribed, and provide other information as may be reasonably required."

Failure to comply with the notification, monitoring and reporting requirements of a Water Board order may subject the *Enrollee* to civil liabilities of up to $10,000 a day per violation pursuant to Water Code section 13385; up to $1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement.

3.1.4. Water Board Authority to Prescribe General Waste Discharge Requirements

Water Code section 13263(i) provides that the State Water Board may prescribe general waste discharge requirements for a category of discharges if the Board finds or determines that:

- The discharges are produced by the same or similar operations;
- The discharges involve the same or similar types of *waste*;
- The discharges require the same or similar treatment standards; and

- The discharges are more appropriately regulated under general waste discharge requirements than individual waste discharge requirements.

California has over 1100 publicly owned *sanitary sewer systems* regulated by a State Water Board statewide order since 2006. (See finding below.) California also has a large unknown number of unregulated privately-owned *sanitary sewer systems*. All waste conveyed in publicly owned and privately-owned *sanitary sewer systems* (as defined in this General Order) is comprised of untreated or partially treated domestic waste and/or industrial waste. Generally, *sanitary sewer systems* are designed and operated to convey waste by gravity or under pressure; system-specific design elements and system-specific operations do not change the common nature of the waste, the common threat to public health, or the common impacts on water quality. All *spills* (releases or emissions) of waste from a *sanitary sewer system* prior to reaching the ultimate downstream treatment facility are unauthorized and enforceable by the State Water Board and/or a Regional Water Board. Therefore, *spills* from *sanitary sewer system*s are more appropriately regulated under general waste discharge requirements.

As specified in Water Code sections 13263(a) and 13241, the implementation of requirements set forth in this Order will ensure the reasonable protection of past, present, and probable future beneficial uses of water and the prevention of nuisance. The requirements implement the water quality control plans (Basin Plans) for each region and take into account the environmental characteristics of hydrographic units within the state. Additionally, the State Water Board has considered water quality conditions that could reasonably be achieved through the coordinated control of all factors that affect water quality in the area, costs associated with compliance with these requirements, the need for developing housing within California, and the need to develop and use recycled water.

3.1.5. Previous Statewide General Waste Discharge Requirements

On May 2, 2006, the State Water Board adopted Order 2006-0003-DWQ serving as Waste Discharge Requirements pursuant to Article 4, Chapter 4, Division 7 of the Water Code (commencing with section 13260) for inadvertent *discharges* to waters of the State. Order 2006-003-DWQ prohibited discharges of untreated or partially treated *sewage*, Order 2006-0003-DWQ also required systems-specific management, operation, and maintenance of sewer systems greater than one mile in length.

On July 30, 2013, the State Water Board amended General Order 2006-0003-DWQ with Order WQ 2013-0058-EXEC, Amending Monitoring and Reporting Program for Statewide General Waste Discharge Requirements for *Sanitary Sewer Systems*.

3.2. General

3.2.1. Waters of the State

Waters of the State include any surface water or groundwater, including saline waters, within the boundaries of the state as defined in Water Code section 13050(e), and are inclusive of waters of the United States.

3.2.2. Sanitary Sewer System Spill Threats to Public Health and Beneficial Uses

Sanitary sewer spills may:

- Adversely affect or threaten water quality when reaching *receiving waters*.
- Contain pollutants, including nutrients, toxics from industrial, commercial and residential sources, wastewater solids and debris, and other untreated waste;
- Threaten public health through direct public exposure to bacteria, viruses, intestinal parasites, and other microorganisms that can cause serious illness such as gastroenteritis, hepatitis, cryptosporidiosis, and giardiasis;
- Negatively impact ecological receptors and biota within surface waters; and
- Cause *nuisance* including odors, closure of beaches and recreational areas, and property damage.

Sanitary sewer system spills may pollute *receiving waters* and threaten *beneficial uses* of surface water and groundwater. Potentially threatened beneficial uses include, but are not limited to the following *beneficial uses* (with associated acronym representations as included in statewide water quality control plans and Regional Water Quality Control Board *basin plans*):

- Municipal and domestic supply (MUN);
- Water contact recreation (REC-1) and non-contact water recreation (REC-2);
- Cold freshwater habitat (COLD);
- Warm freshwater habitat (WARM);
- Native American Culture (CUL);
- Wildlife habitat (WILD);
- Rare, threatened, or endangered species (RARE);
- Spawning, reproduction, and/or early development (SPWN);
- Wetland habitat (WET);
- Agricultural supply (AGR);
- Estuarine habitat (EST);
- Commercial and sport fishing (COMM);
- Aquaculture (AQUA);
- Marine Habitat (MAR);
- Preservation of biological habitats of special significance (BIOL);
- Migration of aquatic organisms (MIGR);
- Shellfish harvesting (SHELL);
- Industrial Process Supply (PROC);
- Fresh water replenishment (FRSH);
- Groundwater recharge (GWR); and
- Inland saline water habitat (SAL).

3.2.3. Proactive Sanitary Sewer System Management to Eliminate Spill Causes

Many *spills* are preventable through proactive *sanitary sewer system* management using *best industry practices and available technologies* to address major causes of *spills* including but not limited to:

- Blockages from sources including but not limited to:
  - Grease, oils and fats;
  - Tree roots;
  - Rags, flushable wipes and other paper, cloth and plastic products; and
  - Sediment and debris.
- Sewer system damage from identified system-specific environmental, climate, and climate-change impacts, including but not limited to:
  - Sea level rise and sea level rise impacts including flooding, coastal erosion, seawater intrusion, tidal inundation and submerged lands;
  - Increased surface water flows due to higher intensity rain events;
  - Flooding;
  - Wildfires and wildfire induced impacts;
  - Earthquake induced damage;
  - Wildfires and surrounding burn areas;
  - Landslides; and
  - Subsidence.
- Infrastructure deficiencies and failures, including but not limited to:
  - Pump station mechanical failures;
  - System age;
  - Construction material failures;
  - Manhole cover failures;
  - Structural failures; and
  - Lack of proper operation and maintenance.
- Insufficient system capacity (temporary or sustained), due to factors including but not limited to:
  - Excessive storm or ground water inflow/infiltration;
  - Population increase and/or new connections from industrial, commercial and other system users; and
  - Stormwater capture projects utilizing a *sanitary sewer system* to convey stormwater to treatment facilities for reuse.
- Community impacts, including but not limited to:
  - Power outages;
  - Vandalism; and
  - Contractor-caused or other third party-caused damages.

3.2.4. Underground Sanitary Sewer System Leakage

Not all, yet many *sanitary sewer system*s leak, causing underground exfiltration (exiting) of *sewage* from the system. Underground exfiltration of *sewage*, in and of itself, does not threaten *beneficial uses*. Exfiltrated sewage that remains in the underground infrastructure trench and/or the soil matrix, and that does not *discharge* into a *water of the State* (surface water or groundwater) may not threaten *beneficial uses* and is not subject to regulation under this Order.

Underground exfiltrated *sewage* may threaten *beneficial uses* if that waste *discharges* to a *water of the State*. Exfiltrated *sewage* that *discharges* to groundwater may threaten and impact *beneficial uses* of groundwater and pollute groundwater. Additionally, exfiltrated *sewage* to the ground surface or into a compromised underground *drainage conveyance system* that *discharges* into a *water of the United States*, or into groundwater that is *hydraulically connected* to (feeds into) a *water of the United States*, may: (1) be a Clean Water Act violation, (2) threaten and impact *beneficial uses* of surface waters, and (3) pollute surface water.

3.2.5. Proactive Sanitary Sewer System Management to Reduce Inflow and Infiltration

Excessive inflow and infiltration to *sanitary sewage systems* is preventable through proactive sewer system management using *best industry practices and available technologies*. The efficiency of treatment at a downstream wastewater treatment plant depends strongly on the performance of the *sanitary sewer system*. When the structural integrity of a *sanitary sewer system* deteriorates, high volumes of inflow and infiltration (including rainfall-induced infiltration) can enter the sewer system. High levels of inflow and infiltration increase the hydraulic load on the downstream treatment plant, which can reduce treatment efficiency, lead to bypassing a portion of the treatment process, or in extreme situations make biological treatment facilities inoperable (e.g., wash out the biological organisms that treat the waste).

3.3. Water Quality Control Plans, Policies and Resolutions

3.3.1. Regional Water Board Basin Plans

The nine Regional Water Boards have adopted region-specific water quality control plans (commonly referred to as *Basin Plans*) that designate *beneficial uses*, establish *water quality objectives,* and contain implementation programs and policies to achieve those objectives. The State Water Board has adopted statewide water quality control plans, policies and resolutions establishing statewide *water quality objectives*, implementation programs and initiatives.

3.3.2. State Water Board Antidegradation Policy

On October 28, 1968, the State Water Board adopted Resolution 68-16, titled Statement of Policy with Respect to Maintaining High Quality of Waters in California, which incorporates the federal antidegradation policy. Resolution 68-16 requires that existing water quality be maintained unless degradation is justified based on specific findings.

The continued prohibition of *sewage* discharges from *sanitary sewer system*s into waters of the State aligns with Resolution 68-16. A *sewage* discharge from sanitary

sewers to a *water of the State* is prohibited by this Order. Therefore, this Order does not allow degradation of waters of the State. In addition, this Order: (1) further clarifies the existing prohibitions of sewage discharges to all waters of the State, as provided in previous Order 2006-0003-DWQ, (2) adds regulation of sewage spills due to exfiltration, and (3) enhances the ability for Water Board enforcement of violations of the established prohibitions.

3.3.3. State Water Board Sources of Drinking Water Policy

On May 19,1988, the State Water Board adopted Resolution 88-63 (amended on February 1, 2006), titled Sources of Drinking Water, establishing state policy that designates all waters of the State, with certain exceptions, as suitable or potentially suitable for municipal or domestic supply.

3.3.4. State Water Board Cost of Compliance Resolution

On September 24, 2013, the State Water Board adopted Resolution 2013-0029, titled Directing Actions in Response to Efforts by Stakeholders on Reducing Costs of Compliance While Maintaining Water Quality Protection. Through this resolution, the State Water Board committed to continued stakeholder engagement in identifying and implementing measures to reduce costs of compliance with regulatory orders while maintaining water quality protection and improving regulatory program outcomes.

3.3.5. State Water Board Human Right to Water Resolution

On February 16, 2016, the State Water Board adopted Resolution 2016-0010, titled Adopting the Human Right to Water as a Core Value and Directing its Implementation in Water Board Programs and Activities, addressing the human right to water as a core value and directing Water Board programs to implement requirements to support safe drinking water for all Californians.

3.3.6. State Water Board Open Data Resolution

On July 10, 2018, the State Water Board adopted Resolution 2018-0032, titled Adopting Principles of Open Data as a Core Value and Directing Programs and Activities to Implement Strategic Actions to Improve Data Accessibility and Associated Innovation, directing regulatory programs to assure all monitoring and reporting requirements support the State Water Boards' Open Data Initiative.

3.3.7. State Water Board Response to Climate Change

On March 7, 2017, the State Water Board adopted Resolution 2017-0012, titled Comprehensive Response to Climate Change, requiring a proactive response to climate change in all California Water Board actions, with the intent to embed climate change consideration into all programs and activities.

3.4. California Environmental Quality Act

The adoption of this Order is an action to reissue general waste discharge requirements that is exempt from the California Environmental Quality Act (Public Resources Code section 21000 et seq.) because it is an action taken by a regulatory agency to assure the protection of the environment and the regulatory process involves procedures for protection of the environment. (Cal. Code Regs., Title. 14, section 15308). In addition, the action to adopt this Order is exempt from CEQA pursuant to Cal. Code Regs., Title

14, section 15301 to the extent that it applies to existing sanitary sewer collection systems that constitute “existing facilities” as that term is used in sections 15301 and 15302, to the extent that it results in the repair or replacement of existing systems involving negligible or no expansion of capacity.

3.5. State Water Board Funding Assistance for Compliance with Water Board Water Quality Orders

In accordance with State Water Board, Division of Financial Assistance funding program policies and guidelines, local public agencies may apply for Clean Water State Revolving Fund low-interest loan funding assistance for costs associated with complying with this General Order.

Section 13477.6 of the Water Code authorizes the Small Community Grant Fund. The Small Community Grant Fund allows the State Water Board to provide grant funding assistance to small disadvantaged communities and small severely disadvantaged communities that may not otherwise be able to afford a loan or similar financing for projects to comply with requirements of this General Order.

3.6. Notification to Interested Parties

On XXXX XX, 202X, the State Water Board notified interested parties and persons of its intent to reissue Sanitary Sewer Systems General Order 2006-0003-DWQ by issuing a draft General Order for a XX-day public comment period. State Water Board staff conducted extensive stakeholder outreach and encouraged public participation in the adoption process for this General Order. On XXXX XX, 202X, the State Water Board held a public meeting to hear and consider oral public comments. The State Water Board considered all public comments prior to adopting this General Order.

THEREFORE, IT IS HEREBY ORDERED, that pursuant to Water Code sections 13263, 13267, and 13383 this General Order supersedes Order 2006-0003-DWQ, Order WQ 2013-0058-EXEC, and any amendments made to these Orders thereafter, except for enforcement purposes and to meet the provisions contained in Division 7 of the Water Code (commencing with section 13000) and regulations adopted thereunder, and the provisions of the Clean Water Act and regulations and guidelines adopted thereunder, the *Enrollee* shall comply with the requirements in this Order.

4. PROHIBITIONS

4.1. Discharge of Sewage from a Sanitary Sewer System

Any *spill* of sewage from a *sanitary sewer system* is prohibited.

4.2. Discharge of Sewage to Waters of the State

Any discharge of untreated or partially treated sewage to waters of the State is prohibited.

4.3. Discharge of Sewage Creating a Nuisance

Any discharge of untreated or partially treated *sewage* that creates a *nuisance* as defined in Water Code section 13050(m) is prohibited.

5. SPECIFICATIONS

5.1. Sewer System Management Plan Development and Implementation

The *Enrollee* shall develop, maintain, and fully implement an updated comprehensive *Sewer System Management Plan*, of this General Order (Definitions) to proactively prevent *spills* from its system(s). The *Sewer System Management Plan* must address, at minimum, all required Plan elements in Attachment D of this General Order (Sewer System Management Plan – Required Elements). The Sewer System Management Plan must address the implementation of current standard industry practices through available equipment, technologies, and strategies for operating and maintaining sewer systems and managing local sanitary sewer programs.

5.2. Five-Year Sewer System Management Plan Update

At a minimum, the *Enrollee* shall update its Sewer System Management Plan every five (5) years after the original date of its first Plan adoption by the local governing board. The updated Sewer System Management Plan must include all changes to sewer system management-related plans and programs. The *Enrollee's* local governing board is required to approve the updated Plan and the *Legally Responsible Official* must certify and submit the updated Sewer System Management Plan into CIWQS in accordance with the requirements of this General Order.

During the time period in between its local board approval of Sewer System Management Plan updates, the *Enrollee* must continuously document changes and updates to its Sewer System Management Plan in a change log attached to the Plan.

5.3. Proactive System Resiliency – Risk Assessment and Remediation Prioritization

The *Enrollee* shall develop and implement ongoing system resiliency efforts, as specified in Attachment D of this General Order (Sewer System Management Plan – Required Elements) to address high-risk and high-priority sewer/program areas that are contributing, or potentially contributing to system *spills*. The *Enrollee* shall include updated risk assessment and remediation prioritization elements in each 5-year *Sewer System Management Plan* update. The *Enrollee* shall implement (and update as necessary) the system resiliency elements in its *Sewer System Management Plan* to ensure the prevention of future *spills*.

If an *Enrollee's* next *Sewer System Management Plan* update is within two (2) years of the effective date of this General Order, the system resiliency requirements must be included in the subsequent Plan update.

5.3.1. Proactive System Resiliency Requirement for Disadvantaged Communities

In recognition of lack of local resources available for *disadvantaged communities*, the Risk Assessment and Remediation Prioritization requirements specified in this section

and in Attachment D of this General Order are reduced to a one-time requirement for *disadvantaged communities*. *Disadvantaged communities* are required to conduct and implement a one-time Risk Analysis, Remediation Prioritization, and corresponding Corrective Actions, as detailed in Attachment D of this General Order, and must include the updated Corrective Actions in its next update of its Sewer System Management Plan.

If a *disadvantaged community*'s next Sewer System Management Plan update is within four (4) years of the effective date of this General Order, the one-time system risk analysis and remediation prioritization requirements must be included in the subsequent Plan update.

5.4. Local Resources for Full Implementation of Sewer System Management Plan

The *Enrollee's* governing board shall approve the *Sewer System Management Plan* in its entirety (including change logs and other attachments and references made therein) and provide necessary staffing, contractor, and budget resources for full implementation of the approved Plan and full compliance with this General Order. The *Enrollee's* governing board shall allocate necessary resources for the planning, operation, maintenance, and repair of its *sanitary sewer system.*

5.5. Designation of a Legally Responsible Official

The *Enrollee* shall designate a duly authorized representative that has the appropriate knowledge, authority and expertise to serve as a *Legally Responsible Official* to certify the Sewer System Management Plan and spills. The *Legally Responsible Official* shall complete the Legally Responsible Official form in CIWQS for each of its enrolled systems. (A *Legally Responsible Official* that represents multiple enrolled systems shall complete a Legally Responsible Official form for each system.)

The *Legally Responsible Official* must:

- Have responsibility over operation or management of the *Enrollee's* entire *sanitary sewer system* (Example include a sewer systems superintendent or manager, an operations manager, a public utilities manager or director, or a district engineer);

  and

- Hold current registration or certification as a:
  - Professional Engineer registered in the State of California,

    or

  - *Grade III Certified collection system operator* certified by the California Water Environment Association or the Sacramento State University Office of Water Programs.

The *Legally Responsible Official* shall certify that the Sewer System Management Plan and subparts thereof: (1) comply with the requirements of this General Order, and (2) comply with the *Enrollee's* required prevention of *spills* through increased system resiliency.

The *Enrollee* shall submit any change to its *Legally Responsible Official*, and/or change in contact information, to the State Water Board within 30 calendar days of the change by emailing help@ciwqs.waterboards.ca.gov and copying the appropriate Regional Water Board as provided in Attachment F of this General Order.

5.6. Designation of Data Submitters

The *Legally Responsible Official* may designate one or more individuals as a *Data Submitter* for reporting purposes. The *Legally Responsible Official* shall authorize the designation of one or more *Data Submitter*s through CIWQS prior to the individuals entering *spill* data into CIWQS.

The *Legally Responsible Official* shall submit any change to its *Data Submitter*, and/or change in contact information, to the State Water Board within 30 calendar days of the change by emailing help@ciwqs.waterboards.ca.gov and copying the appropriate Regional Water Board as provided in Attachment F of this General Order.

5.7. Certification of Sewer System Management Plan

The *Legally Responsible Official* shall upload its Sewer System Management Plan and all updates to the Plan (as required in section 5.1 of this General Order), and electronically certify the Sewer System Management Plan, and subsequent Plan updates within the California Integrated Water Quality System (CIWQS) Sewer System Management Plan module in accordance with spill database procedures provided in CIWQS. Alternately, the *Enrollee* shall maintain its *Sewer System Management Plan* on its publicly accessible internet site and shall provide the web link to the Plan on a document uploaded to CIWQS.

5.8. Reporting Certification

The *Legally Responsible Official* shall electronically certify and sign, on the *Enrollee's* behalf, all applications, reports, Sewer System Management Plan(s) and corresponding updates, and other information submitted electronically to the State Water Board and/or a Regional Water Quality Control Board, as accommodated by CIWQS, and as follows:

"I certify under penalty of perjury under the laws of the State of California that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Additionally, I certify that: (1) all reports and notifications of all sanitary sewer spills and/or discharges, (2) development and implementation of a Sewer System Management Plan, and (3) all required reports, comply with the requirements of the Statewide Sanitary Sewer Systems General Order."

All electronic reporting, electronic signatures and accompanying certifications must be in compliance with the spill database procedures provided in *CIWQS*.

All hardcopy submittals to the State Water Board and/or a Regional Water Board must be accompanied by the above certification statement.

5.9. System Capacity

The *Enrollee* shall maintain the system capacity necessary to convey base flows and design peak wet weather flows to prevent: (1) system capacity-related *spills*, and (2) adverse impacts to the treatment efficiency of downstream wastewater treatment facilities. System capacity must meet or exceed the design criteria as defined in the System Evaluation and Capacity Assurance Plan in the *Enrollee*'s *Sewer System Management Plan*.

5.10. System Performance Analysis

The *Enrollee* shall perform a running 10-year system performance analysis and include the analysis in its *Annual Report*. The System Performance Analysis shall analyze and present in graph format the following information:

(1) Identification of the current calendar year – the calendar year covered in the *Annual Report (*X axis of graph*)*;

(2) Identification of the running 10-year period which includes the current calendar year and the nine previous calendar years resulting in the current running 10-year period (X axis of graph);

(3) The total annual spill volume, per year, for the running 10-year period identified in Item (2) above (Y axis of graph);

(4) The total number of *spills*, per each year, for the running 10-year period identified in Item (2) above (Y axis of graph);

(5) The total length of system, in miles;

(6) The number of *spills* per 100 miles per each year, for the running 10-year period identified in Item (2) above (Y axis of graph);

The graph must be labeled as follows:

- An X-axis, in the units of "year", labeled with each calendar year within the running 10-year period identified in Item (2) above, on the X axis;
- A Left Y-axis, in the unit of "gallons", labeled "total annual spill volume";
- A Right Y-axis, in the unit of "number of *spills*", labeled "number of *spills* per 100 miles per year";
- Plotted and labeled graph content illustrating the annual spill volume (in units of gallons) for each calendar year within the running 10-year period identified in Item (2) above, (per left Y axis); and
- Plotted and labeled graph content illustrating the number of *spills* per 100 miles, for each calendar year within the running 10-year period identified in Item (2) above, (per right Y axis).

5.11. Internal Program Audits

The *Enrollee* shall conduct an internal program audit, at a minimum of every two years, to evaluate the effectiveness of its sewer system management program, identify deficiencies, and recommend corrective actions. The internal program audit addressing a two (2) calendar-year period subsequent to the *Enrollee's* last audit due date and, at minimum, address the following tasks:

- Evaluate the implementation and effectiveness of its *Sewer System Management Plan* in preventing *spills*;
- Evaluate the *Enrollee*'s compliance with this General Order;
- Evaluate the *sanitary sewer system*'s long-term and short-term performance, including system-specific performance trends and patterns during periods of environmental, climate and climate change-induced impacts (including but not limited to wildfires, floods, and high intensity storms.);
- Identify deficiencies in the *Sewer System Management Plan* that are not addressing the prevention of *spills* and the elimination of discharges to waters of the State;
- Identify steps to incorporate into the *Enrollee's* System Resiliency planning process to correct deficiencies; and
- Identify modifications to the *Sewer System Management Plan* to correct deficiencies.

The *Enrollee* shall submit a complete audit report, including audit findings and recommended corrective actions, in *CIWQS* **by March 1 of the calendar year after the end of the audit period**. The complete audit report must include a proposed schedule for the Enrollee to address the recommended corrective actions. The *Enrollee* shall immediately incorporate procedures that address the audit findings into its forthcoming Sewer System Management Plan Update.

New *Enrollees* of this General Order that did not have a *sanitary sewer system* enrolled in the previous State Water Board Order 2006-0003-DWQ shall:

- o Conduct its first internal program audit for the time period between the date of its Notice of Applicability (NOA) and the second subsequent December 31st date, and
- o Submit the audit report in CIWQS by March 1 of the following calendar year.

New *Enrollees* shall conduct subsequent internal program audits every two calendar years thereafter.

Enrollees with *sanitary sewer system*s enrolled in previous Order 2006-0003-DWQ shall maintain existing internal program audit cycles and audit periods, with minor adjustment for the audit period to end December 31st, if necessary.

Enrollees with existing audit periods that end within two months of the March 1st Audit Report Due Date are granted three (3) additional months to submit its audit report; in this circumstance, the audit report is due on June 1st. See following table for clarification.

	Audit Period	Audit Due Date
New Enrollees	NOA Date through Second Dec 1st Date	March 1st Date after Second December 1st Date
Example	*NOA Date of August 2, 2022 Audit Period of August 2, 2022 through December 21, 2023*	*March 1, 2024*
Enrollees previously regulated by previous Order 2006-003-DWQ	Maintain existing two-year audit cycle	March 1st Date following Audit Period
Example	*Existing two-year audit ends October 2022*	*March 1, 2023*
	Existing two-year audit period ends January 15, 2023	*June 1, 2023*

5.12. Spill Response and Remedial Actions

When a *sanitary sewer system spill* occurs, the *Enrollee* shall take all steps and remedial actions to:

- Immediately stop the *spill* and prevent/minimize a *discharge to a water of the State*;
- Minimize the volume of *sewage* spilled and discharged into a *water of the State* during its spill response and clean-up efforts;
- Recover and properly dispose of as much of the spilled *sewage* as possible, including all *wash down water*;

The *Enrollee*'s remedial actions to all *spills* must be immediate and consistent with the Emergency Response Plan in its Sewer System Management Plan. At minimum, remedial actions must include the following:

- Intercepting and rerouting of *sewage* flows around the system failure;
- Vacuum truck or other means of recovery of *spills* and *wash down water, if feasible*;
- Cleanup of sewage and debris at the spill site;
- System modifications to prevent recurring *spills:*
  - At the same or similar system locations;
  - Due to the same cause;
- Required notification, monitoring, reporting, and recordkeeping, as required in this General Order; and
- Public notification and signage as required by State and local public health agencies. (Local Health Services/Offices (https://www.cdph.ca.gov/Pages/LocalHealthServicesAndOffices.aspx)

5.13. Notification, Monitoring, Reporting and Recordkeeping Specifications

5.13.1. General

The *Enrollee* shall comply with all notification, monitoring, reporting, and record keeping requirements in Attachment E of this General Order (Notifications, Monitoring, Reporting and Recordkeeping Requirements), per the following spill categories:

- **Category 1 Spill**

  A Category 1 spill is a *spill* of any volume of *sewage* from or caused by a *sanitary sewer system* regulated under this General Order, that results in a *discharge* to:

  - A w*ater of the United States*, or a *drainage conveyance system* tributary to a *water of the United States*; or
  - A municipal separate storm sewer system that discharges to a *water of the United States* when the *sewage* is not fully captured and returned to the *sanitary sewer system* or disposed of properly.

  A Category 1 spill includes underground exfiltrated *sewage* from a *sanitary sewer system* that *discharges* into:

  - An underground *drainage conveyance system* that flows to a *water of the United States*, or
  - Groundwater that is *hydraulically connected* to a *water of the United States*.

  Note: For purposes of this General Order, any volume of *sewage* not recovered from a municipal separate storm sewer system or other *drainage conveyance system* that *discharges* to a *water of the United States*, is considered a *discharge* to a w*ater of the United States*.

- **Category 2 Spill**

  A Category 2 spill is:

  - An above ground *spill* of 1000 gallons or greater, from or caused by a *sanitary sewer system* regulated under this General Order that **is not a Category 1 Spill**.
  - Underground exfiltrated *sewage* of 1000 gallons or greater, from a *sanitary sewer system* regulated under this General Order, that *discharges* to a *water of the State* or the ground surface, and that **is not a Category 1 Spill**.

- **Category 3 Spill**

  A Category 3 spill is:

  - An above ground *spill*, of greater than or equal to 50 gallons and less than 1000 gallons, from or caused by a *sanitary sewer system* regulated under this General Order that **is not a Category 1 Spill**.
  - Underground exfiltrated *sewage*, greater than or equal to 50 gallons and less than 1000 gallons, from a *sanitary sewer system* regulated under this General

Order, that *discharges* to a *water of the State* or the ground surface, and that **is not a Category 1 Spill**.

- **Category 4 Spill**

  A Category 4 spill is:

  - An above ground *spill* of less than 50 gallons, from or caused by a *sanitary sewer system* regulated under this General Order **that is not a Category 1 Spill**.
  - Underground exfiltrated *sewage* of less than 50 gallons, from a *sanitary sewer system* regulated under this General Order, that *discharges* to a *water of the State* or the ground surface, and that **is not a Category 1 Spill**.

5.14. Electronic Sanitary Sewer System Service Boundary Map

Within 12 months of the Effective Date of this General Order, or within six (6) months of approval of an Application for Enrollment, an *Enrollee* must maintain and submit into the *CIWQS* database an updated sanitary sewer system service boundary map as follows:

1. An electronic spatial map of the *Enrollee's* sewer system service area boundaries, digitized at a minimum scale of 1:24,000, and including the following elements:
   - A scale;
   - A north arrow;
   - Major streets, city and county boundaries, and other landmarks necessary to appropriately identify location of service area boundaries;
   - Location of wastewater treatment facility(ies) that treats system waste if in same or adjacent sewer service boundary;
   - The corresponding WDID number (or numbers for *Enrollees* with multiple systems); and
   - Date map produced/updated.

   The electronic map must use one of the following three formats:

   - ESRI Shapefile per the following specification: https://support.esri.com/en/white-paper/279
   - Keyhole Markup Language / Compressed Keyhole Markup Language (KML/KMZ) format per the following specifications: https://www.ogc.org/standards/kml/
   - Geospatial Javascript Object Notation (GeoJSON) format per the following specification: https://tools.ietf.org/html/rfc7946

   OR

   - Other updated formats specified by the State Water Board.

2. The public water system identification number(s) (PWSID) of the drinking water system(s) that serves customers within the sewer service area. (The PWSID is the regulatory identification number of the public drinking water system permit issued by the State Water Board, Division of Drinking Water.)
3. The waste discharge identification number(s) (WDID) of the wastewater treatment facility(ies) that receives *sewage* from the *Enrollee's* sewer system(s). (The WDID is the regulatory identification number of the waste discharge requirements for the treatment facility issued by a Regional Water Quality Control Board.)

5.15. Required Notification of Spills from Privately-Owned Sewer Laterals and/or Sanitary Sewer Systems to Regional Water Board

Within 2 hours of becoming aware of a *spill* from a private sewer lateral or private *sanitary sewer system* that is not owned by the *Enrollee,* and/or the *Enrollee* is not responsible for its operation and maintenance, the *Enrollee* shall notify the State Water Board and applicable Regional Water Quality Control Board of any of the following observations through the CIWQS spill notification portal and the contact information provided in Attachment F of this General Order:

- A *spill* that results, or potentially results, in a spill volume equal or greater than 1000 gallons to a *water of the State*, or to a *drainage conveyance system* that discharges to a *water of the State*, **or**
- Any volume of sewage discharged to a *water of the State*

In the CIWQS Online Database, the *Enrollee* shall identify the spill as occurring from, and caused by, a private *sanitary sewer system* (or portion thereof) and identify a responsible party (other than the *Enrollee*), if known. The *Enrollee* is not required to certify the private spill report.

5.16. Voluntary Notification of Spills from Privately-Owned Laterals and/or Systems to the California Office of Emergency Services

Upon observing or acquiring knowledge of a *spill* from a privately-owned lateral or privately-owned *sanitary sewer system*, that is estimated to be greater than or equal to 1,000 *gallons that discharges, or has the potential to discharge into a water of the State or drainage conveyance discharging to a water of the State*, the *Enrollee* is encouraged to notify the California Office of Emergency Services (as provided by Health and Safety Code section 5410 et. seq. and Water Code section 13271) or notify the responsible party that notification and reporting of a *spill* by the system owner or operator, to the Office of Emergency Services, is required by State law for any person that causes or permits a *sewage* discharge to waters of the State.

5.17. Annual Report

The *Enrollee* shall submit an *Annual Report* (previously termed as questionnaire in Order 2006-0003-DWQ) as specified in Attachment E1, section 3.5. of this General Order, into *CIWQS* **by February 1 of each year**.

5.18. Electronic Reporting Account for New Enrollee

Within 30 days of the date of Approval of its Application for Enrollment , a new *Enrollee* shall contact State Water Board staff by email at CIWQS@waterboards.ca.gov for assistance in obtaining a database account and corresponding "Username" and "Password" for formal registration into *CIWQS*. The online account will provide the *Enrollee* secure access to the *CIWQS* database.

Within 30 days of obtaining a CIWQS account, a new *Enrollee* shall submit its initial *Annual Report*, as specified in Attachment E of this General Order, into *CIWQS*, and submit subsequent *Annual Reports* by February 1 of each year, as specified in section 5.2.2 above.

5.19. Unintended Failure to Report

If an *Enrollee* becomes aware that they unintentionally failed to submit any relevant facts in any report required in this General Order, the *Enrollee* shall promptly notify State Water Board staff by email at SanitarySewer@Waterboards.ca.gov for assistance in formally amending the corresponding report(s) in the *CIWQS* database.

5.20. System-specific Reduced Reporting

Enrollees that certify the following criteria to the State Water Board may comply with system-specific reduced reporting requirements for Category 4 *spill*s, (as specified in Attachment E of this General Order), by maintaining onsite recordkeeping, in place of public reporting into *CIWQS,* for Category 4 *spill*s:

- The *Enrollee* maintains the following system-specific performance for at least five (5) consecutive years:
  - No more than two *spill*s per 100 miles of system, per year;
  - Total volume of individual *spill*s not to exceed 1,000 gallons; and
  - *Spill*s do not discharge to a *water of the United States*.
- At least 50 percent (50%) of the *Enrollee's* system-specific operation and maintenance workforce are *certified collection system operators* through the California Water Environment Association or the California Sacramento State University, Office of Water Programs; and
- If the *Legally Responsible Official* is not a Grade III (or higher) *certified collection system operator,* a Grade III (or higher) *certified collection system operator* provides additional certification that all Sewer System Management Plan updates are compatible with, and supportive of, actual system operations.

To qualify for the reduced reporting of Category 4 *spills*, an *Enrollee* must provide a System-Specific Reduced Reporting Request Package to the State Water Board, at SanitarySewer@waterboards.ca.gov, containing the following information:

1. A request letter signed by the *Enrollee's Legally Responsible Official* to the Deputy Director to consider approval of reduced reporting for Category 4 *spills*;

2. Organizational Staffing Chart as required in section 2.3 of Attachment D of this General Order.
3. Number of total system operation and maintenance staff/positions that are required to perform field operations and maintenance tasks per documented responsibilities of corresponding position duty statements.
4. Number of total certified system operation and maintenance staff that perform field system operations and maintenance tasks per documented responsibilities of their position duty statements.
5. List of position title and operator certification classifications held by workforce identified in item 2 above.
6. Modified Sewer System Management Plan update procedures that include a *certified collection system operator* co-signature designating review of the Plan update by operations staff.
7. Certification that the *Enrollee* has reported all *spills* from its system into *CIWQS* in the last five (5) years.

The Deputy Director will consider approval of each Reduced Reporting Request Package on a system-specific basis. If approved, per instructions and conditions in a Deputy Director System-specific Reduced Reporting Approval Letter, the *Enrollee* may substitute all reporting of Category 4 *spill*s for that system, with the full onsite recordkeeping of such *spill* events, as specified in Attachment E of this General Order, accessible and immediately available to the public and Water Board staff available upon request.

5.21. Duty to Provide Information to State Water Board and Applicable Regional Board

In accordance with Water Code section 13267 and/or section 13383, upon request by the State Water Board Executive Director (or designee) or a Regional Water Board Executive Officer (or designee), the *Enrollee* shall provide to the State Water Board and/or the applicable Regional Water Board within the specified due date, any requested information which the State or Regional Water Board deems necessary to determine compliance with this General Order. Upon request by State or Regional Water Board staff, the *Enrollee* shall provide copies of records required to be kept by the General Order to the State Water Board and/or applicable Regional Water Board.

6. PROVISIONS

6.1. Enforcement Provisions

6.1.1. Enforceability of Water Code Violations

Noncompliance with requirements of this General Order or discharging *sewage* without enrolling in this General Order constitutes a violation of the Water Code and a potential violation of the Clean Water Act and is grounds for an enforcement action by the State Water Board or the applicable Regional Water Board. Failure to comply with the notification, monitoring, inspection, entry, reporting, and recordkeeping requirements may subject the *Enrollee* to administrative civil liabilities of up to $10,000 a day per

violation pursuant to Water Code section 13385; up to $1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. Discharging waste not in compliance with the requirements of this General Order or the Clean Water Act may subject the *Enrollee* to administrative civil liabilities up to $10,000 a day per violation and additional liability up to $10 per gallon of discharge not cleaned up after the first 1,000 gallons of discharge; up to $5,000 a day per violation pursuant to Water Code section 13350 or up to $20 per gallon of waste discharged; or referral to the Attorney General for judicial civil enforcement.

6.1.2. Monetary Penalties

The Water Code provides the State and Regional Water Boards the authority to pursue formal enforcement actions, including imposing administrative liability and civil monetary penalties, for non-compliance with the requirements of this General Order and violations of the Clean Water Act.

6.1.3. Falsifying or Failure to Report

The Water Code provides that any person failing or refusing to furnish technical or monitoring program reports, as required under this General Order, or falsifying any information provided in the technical or monitoring reports is subject to administrative liability and civil monetary penalties. Any person who knowingly fails or refuses to furnish technical or monitoring program reports or falsifies any information provided in reports required by this General Order is subject to criminal penalties.

6.1.4. Severability of General Order

The provisions of this General Order are severable; if any provision of this Order, or the application of any provision of this Order to any circumstance, is held invalid, the application of such provision to other circumstances and the remainder of this Order shall not be affected thereby.

6.1.5. Indirect Discharges

In the event that a *spill* enters into a *drainage conveyance system*, the *Enrollee* shall take all feasible steps to prevent *sewage* from entering into *drainage conveyance systems* (including *flood control channels* or structures) or waters of the State by blocking the *drainage conveyance system*, removing the *sewage* from the *drainage conveyance system*, and sanitizing the system in a manner that does not inadvertently impact *beneficial uses* in the downstream *receiving water* body.

6.1.6. Water Boards' Considerations for Discretionary Enforcement

Consistent with the State Water Board Enforcement Policy, the State Water Board or a Regional Water Board may consider the Enrollee's efforts to contain, control, and mitigate *spills* when considering Water Code section 13327 factors. In assessing the factors, the State Water Board or the applicable Regional Water Board will consider:

- The *Enrollee's* compliance with this General Order with a focus on compliance with reporting requirements;
- The *Enrollee's* compliance with implementing an updated Sewer System Management Plan;

- The overall effectiveness of the *Enrollee*'s Sewer System Management Plan with respect to:
  - System management, operation, and maintenance;
  - Adequate treatment facilities, *sanitary sewer system* facilities, and/or components with an appropriate design capacity, to reasonably prevent *spills* (e.g. adequately enlarging treatment or collection facilities to accommodate growth, infiltration and inflow, etc.);
  - Preventive maintenance (including cleaning, root grinding, and fats, oils, and grease control) and source control measures;
  - Implementation of backup equipment;
  - Inflow and infiltration prevention and control;
  - Appropriate *sanitary sewer system* capacity to prevent *spills;*
  - The *Enrollee's* responsiveness to stop and mitigate the impact of the *discharge*.
- The *Enrollee's* compliance with identifying the cause of the *spill*;
- The *Enrollee's* use of available information and observations to accurately estimate the *spill* volume and identify the affected or potentially affected *receiving waters*;
- The *Enrollee's* use of water quality and biological monitoring and assessment to determine the short-term and long-term impacts to *beneficial uses* and the environment;
- The *Enrollee's* compliance with follow up actions to proactively improve system performance;
- The Enrollee's implementation of feasible alternatives to prevent *spills*, such as:
  - Use of temporary storage or *waste* retention;
  - Reduction of system inflow and infiltration;
  - Collection and hauling of *waste* to a treatment facility;
  - Prevention of and/ or containment of *spill*s due to a design storm event identified in the *Enrollee's* Sewer System Management Plan;
  - Implementation of available equipment, technologies, strategies, and recommended industry practices for maintaining and managing sewer systems to proactively prevent spills, and contain and eliminate discharges to waters of the State; and
- The *spill* duration and factors causing the event.

6.1.7. Enforcement Consideration of Reporting Compliance

Consistent with the State Water Board Enforcement Policy, the State Water Board or a Regional Water Board may consider the *Enrollee's* efforts to comply with *spill* reporting requirements when determining compliance with Water Code section 13267 and section 13383. When assessing Water Code section 13227 factors, the State Water Board or the applicable Regional Water Board will consider:

- The Enrollee's diligence to comply with all reporting requirements in this General Order;
- The use of best available information for the *Enrollee's* reporting of *spill* start date and start time in which the release of *sewage* from the *sanitary sewer system* initiated;
- The *Enrollee's* reporting of *spill* end date, and end time to be the date and time in which the release of *sewage* from the *sanitary sewer system* was stopped;
- The *Enrollee's* diligence to accurately estimate and report *spill* volumes;
- The *Enrollee's* subsequent verification and/or updates to initial Draft Spill Reports in accordance with this General Order; and
- The *Enrollee's* timely certification of all *spill* reports.

6.2. Professional Licensing and Certification

All requirements in this General Order requiring the approval or certification of a registered professional engineer or certified operator must be signed and stamped, as applicable, by a professional that holds a current and valid:

- Professional Engineer License that is in accordance with the California Business and Professions Code sections 6735, 7835, and 7835.1, and must:
  - Bear the licensed professional(s)' signature and stamp; and
  - Demonstrate competency and proficiency in the fields pertinent to the required activities, and must:
- Certified Grade III Collection System Operator issued by the California Water Environment Association or the California State University, Sacramento, Office of Water Programs, and must:
  - Bear the certified operator(s)' signature and certification number; and
  - Demonstrate competency and proficiency in the fields pertinent to the required activities.

6.3. Other Regional Water Quality Control Board Orders

It is the intent of the State Water Board that *sanitary sewer systems* be regulated in a manner consistent with federal and state regulations. This Order will not be interpreted or applied:

- In a manner inconsistent with the Federal Clean Water Act, or supersede a more specific or more stringent state or federal requirement in an existing permit, regulation, or administrative/judicial order or Consent Decree;
- To authorize a *spill* or *discharge* that is illegal under either the Clean Water Act, the Water Code, and/or an applicable *Basin Plan* prohibition or water quality standard;
- To prohibit a Regional Water Board from issuing an individual National Pollutant Discharge Elimination System (NPDES) permit or individual waste discharge requirements superseding an *Enrollee's* regulatory coverage under this General Order for a *sanitary sewer system* authorized under the Clean Water Act or Water Code; or

- To supersede any more specific or more stringent waste discharge requirements or enforcement orders issued by a Regional Water Board.

Certain Regional Water Boards have issued waste discharge requirements to *sanitary sewer system* owners/operators within their jurisdictions. This General Order establishes minimum requirements to prevent *spills.* Although it is the State Water Board's intent that this Order be the primary regulatory mechanism for *sanitary sewer systems* statewide, a Regional Water Board may issue more stringent or more prescriptive waste discharge and reporting requirements for *sanitary sewer systems* in its region.

6.4. Sewer System Management Plan Availability Provisions

The *Enrollee's* certified Sewer System Management Plan must be maintained at appropriate locations (*Enrollee's* offices, facilities, and/or Internet homepage) and must be available in a format accessible to the public, Water Board staff, and system engineering, operating and maintenance personnel, at all times.

6.5. Entry and Inspection Provisions

6.5.1. Entry and Availability of Information

The *Enrollee* shall allow State and Regional Water Board staff, upon presentation of credentials and other documents as may be required by law, to:

- Enter upon the *Enrollee's* premises where a regulated facility or activity is located or conducted, or where records are kept under the requirements of this General Order;
- Have access to and reproduce any records required to be maintained by this General Order;
- Inspect any facility and/or equipment (including monitoring and control equipment), practices, or operations required in this General Order; and
- Sample or monitor, for the purposes of assuring compliance with this General Order or as otherwise authorized by the Water Code, any substances or parameters at any location.

6.5.2. Pre-Inspection Questionnaire

The *Enrollee* shall provide pre-inspection information to State and Regional Water Board staff through the completion of a Pre-Inspection Questionnaire, as provided by the Water Board staff if requested.

ATTACHMENT A - DEFINITIONS

Annual Report

An Annual Report is an annual mandatory report (previously termed as Annual Questionnaire in Order 2006-0003-DWQ) in which the *Enrollee* provides an annual update to its efforts taken to prevent *spills* and eliminate *discharges* during a specific calendar year, as required by this General Order.

Basin Plan

A Basin Plan is a water quality control plan that is specific to a Regional Water Quality Control Board (Regional Water Board), and serves as regulations that: (1) define and designate *beneficial uses* of surface and ground waters, (2) establish *water quality objectives* to protect the *beneficial uses*, and (3) provide implementation measures.

Beneficial Uses

The term “Beneficial Uses” is a Water Code term used to identify the uses of specific waters of the State to be protected from water quality degradation. Examples of beneficial uses include but are not limited to, municipal, domestic, agricultural and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources or preserves.

Best Industry Practices and Available Technologies

Best Industry Practices and Available Technologies are management practices, methods, equipment, and strategies acknowledged in the professional field of *sanitary sewer system* management, that contribute to effective system management and the prevention of *spill*s.

Certified Collection System Operator

A certified collection system operator, for purposes of this General Order, is an individual that holds a valid collection system operations and maintenance certification by the California Water Environment Association or the Sacramento State University, Office of Water Programs, and has completed the corresponding education, testing, and experience requirements to maintain active certification.

Certified Report

A certified report is a report that is electronically submitted into the *California Integrated Water Quality System* (*CIWQS*) Spill Database and is “certified” by an *Enrollee’s Legally Responsible Official*.

California Integrated Water Quality System (CIWQS)

CIWQS is the State Water Board, statewide electronic reporting database that provides for electronic reporting of mandatory reports that are requirements of State and Regional Water Board-issued waste discharge requirements.

Continuation of Existing Regulatory Coverage

Continuation of Existing Regulatory Coverage is the automatic continuation of regulatory coverage for *Enrollee*s with regulatory coverage under previous Order 2006-0003-DWQ, from the previous Order to this General Order, conditioned on each *Enrollee's* electronic certification for continued coverage in *CIWQS*.

Data Submitter

A Data Submitter is an individual designated and authorized by the *Enrollee*'s *Legally Responsible Official* to enter *spill* data into *CIWQS*. A Data Submitter does not have the authority of a *Legally Responsible Official* to certify reporting entered into *CIWQS*.

Disadvantaged Community

A disadvantaged community is a community with a median household income of less than eighty percent (80%) of the statewide median household income.

For the purpose of this General Order, there is no differentiation between a small and large disadvantaged community.

Discharge (*associated verb* Discharged)

A *discharge* is a *spill*, or any other type of emission or release of *sewage* from a *sanitary sewer system* regardless of whether the sewage reaches a *water of the State.*

Drainage Conveyance System

A drainage conveyance system is a municipal separate storm sewer system or other manmade (municipal or non-municipal) drainage canal, channel, pipeline or conveyance system constructed to provide drainage through transport of stormwater and non-stormwater flows.

Enrollee

An Enrollee is one of the following entities enrolled and subject to the requirements of this General Order:

- A federal or state agency, municipality, special district or other public entity that owns and/or operates a *sanitary sewer system* with pipelines totaling more than one (1) mile in length, or
- A private company that owns and/or operates a *private sanitary sewer system* or *private sewer lateral* that is not regulated under separate waste discharge requirements issued by a Regional Water Quality Control Board.

Environmentally Sensitive Area

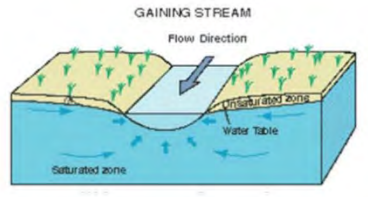
An environmentally sensitive area is a designated agricultural and/or wildlife area identified to need special natural landscape protection due to its wildlife or historical value.

Flood Control Channel

A flood control channel is a man-made channel constructed to convey stormwater and non-stormwater flows through and from areas for flood management purposes.

Hydraulically Connected

Two waterbodies are hydraulically connected when one waterbody flows, or has the potential to flow, into the other waterbody. For the purpose of this General Order, groundwater is hydraulically connected to a surface water when the groundwater feeds into the surface water (The surface water in this example is termed a gaining stream as it gains flow from surrounding groundwater.)



Lateral (Service Lateral)

A lateral is an underground segment of pipe that conveys the *sewage* of a *sanitary sewer system* user (residential, commercial, or industrial user) through an infrastructure connection into a *sanitary sewer system*.

Typically, the length of lateral closer to the serviced building or property, to the cleanout closest to the main sewer system, is referred to as the upper lateral. The length of pipe from the cleanout closest to the main sewer system, to the main sewer system, is referred to as the lower lateral.

Legally Responsible Official

A Legally Responsible Official is an *Enrollee*'s official representative, designated by the *Enrollee* with authority to sign and certify all reports required by this General Order. (For purposes of electronic reporting requirements in this General Order, a Legally Responsible Official's report certification is through an electronic signature and accompanying electronic certification, which is a component of the *CIWQS* database procedures.)

Nuisance

For the purpose of this General Order, a nuisance, as defined in Water Code section 13050(m), is anything that meets all of the following requirements:

- Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
- Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
- Occurs during, or as a result of, the treatment or disposal of wastes.

Private Sewer Lateral

A private sewer *lateral* is the privately-owned portion of the sewer network that conveys *sewage* from private property(ies) into a public sewer system.

Private Sanitary Sewer System

A private sanitary sewer *system* is a sanitary sewer system of any size that is owned and/or operated by a private individual or company. A private sanitary sewer system may or may not connect into a publicly owned *sanitary sewer system*.

Receiving Water

A receiving water is a *water of the State* that receives a *discharge* of *waste*.

Sanitary Sewer System

A sanitary sewer system is a system of pipes, pump stations, siphons, diversion structures, wet wells, manhole structure, tanks and other storage facilities, and/or other conveyances or components of conveyances, upstream of a wastewater treatment plant headworks, used to collect and convey *sewage*. Temporary storage and conveyance facilities (including but not limited to vaults, siphons, temporary piping, construction trenches, wet wells, impoundments, tanks, etc.) are part of the sanitary sewer system. For purposes of this General Order, the downstream wastewater treatment plant is not part of the sanitary sewer system.

Satellite Sewer System

A satellite sewer system is a portion of a *sanitary sewer system* owned or operated by a different owner than the owner of the downstream wastewater treatment facility ultimately treating the *sewage*.

Sewage

Sewage is untreated or partially treated domestic, municipal, commercial, and/or industrial *waste* (including sewage sludge) conveyed in a *sanitary sewer system*.

Sewer System Management Plan

A sewer system management plan is a living document a sanitary sewer system owner develops and implements to effectively manage sewage collection and conveyance through its system in accordance with this General Order.

Spill

A *spill* is a release or any other type of emission, of *sewage* from a *sanitary sewer system*, or portion thereof, including but not limited to *laterals*, due to system backup, system overflow, flow stoppage, system leaks, operational failure and/or infrastructure failure. A *spill* includes underground exfiltration of sewage from a *sanitary sewer system* through cracks in pipes, misaligned joints, seepage through porous materials, or other means, to surrounding soil and any of the following: groundwater, the ground surface, or a surface *water of the State*. Exfiltration of sewage that is limited to underground soil, and does not reach groundwater, the ground surface, or a surface *water of the State* is not considered to be a *spill* under this General Order, and is not subject to regulation under this Order.

Training

Training is continued, on-the-job and formal educational training (providing trainee with educational units) for all collection system administrative, maintenance, engineering, and operations staff and managers, including contractors.

Wash Down Water

Wash down water is water used to clean a *spill* area.

Waste

Waste, as defined in Water Code section 13050(d), includes *sewage* and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation, including waste placed within containers of whatever nature prior to, and for purposes of, disposal.

Water of the State

A water of the State is any surface water or groundwater, including saline waters, within *boundaries* of the state, as defined in Water Code section 13050(e), in which the State and Regional Water Boards have authority to protect *beneficial uses*. Waters of the State include, but are not limited to, groundwater aquifers, surface waters, natural washes and pools, wetlands, sloughs, and estuaries, including in dry conditions, regardless if flow or water exists. Waters of the State include waters of the United States.

Water of the United States

A Water of the United States is a surface water or waterbody identified as *a water of the United States* that is subject to federal jurisdiction in accordance with the Clean Water Act and Navigable Waters Protection Rule (effective June 22, 2020 per the information included in the following federal register weblink: https://www.federalregister.gov/documents/2020/04/21/2020-02500/the-navigable-waters-protection-rule-definition-of-waters-of-the-united-states).

Water Quality Objective

A water quality objective is the limit or maximum amount of pollutant, waste constituent or characteristic, or parameter level established in statewide water quality control plans and Regional Water Boards' *basin plans*, for the reasonable protection of *beneficial uses* of surface waters and groundwater and the prevention of *nuisance*.

ATTACHMENT B – APPLICATION FOR ENROLLMENT

1. Enrollment Status: (Mark only one item)

☐ New Enrollee
☐ Enrollee Under Order 2006-0003-DWQ
Existing WDID Number:
☐ Change of Information
Existing WDID Number:

2. Applicant Information:

Legally Responsible Official Name (First, Last):
Title:
Professional Engineer License Number or Operator Certification Number:
Phone:
Email Address:
Agency/Company Name:
Mailing Address:
City(ies), State, ZIP:
County:
Sanitary Sewer System Name(s) or Unique Identifier:
Regional Water Quality Control Board(s):
Signature and Date:

3. Applicant Type (Check one):

☐ City	☐ County	☐ State	☐ Federal	☐ Special District	☐ Joint Government	☐ Private

4. Wastewater Treatment Plant Ultimately Treating System Waste:

Discharger Name on Wastewater Treatment Plant Discharge Permit:	WDID No.:

5. Population of Community Served (Check one):

☐ Less than 50,000	☐ Greater than or equal to 50,000

6. Billing Information:

Billing Address:
City, State ZIP:

Billing Contact Person and Title:
Phone and Email Address:

6. Application Fee:

The application fee, as required by Water Code section 13260, is based on the daily population served by the *sanitary sewer system*. (See updated fee schedule) Check one of the following and enter fee amount:

☐ Population Served < 50,000 – Total Fee submitted is $_____
☐ Population Served ≥ 50,000 – Total Fee submitted is $_____

The applicant must make the appropriate fee payment payable to the State Water Resources Control Board and mail the complete application package to:

State Water Resources Control Board, Accounting Office
P O Box 1888
Attention: Statewide Sanitary Sewer System Program
Sacramento, CA 95812-1888

7. Electronic Signature Submittal Certification

I, _____ (print name), certify that I am the legally responsible official for _____(agency/company). My signature on this form certifies that, I agree, my California Integrated Water Quality System (CIWQS) user Identification and password constitute my electronic signature and any information I indicate I am electronically certifying contains my signature. I understand that I am legally bound, obligated, and responsible by use of my electronic signature as much as by a hand-written signature.

I agree that I will protect my electronic signature from unauthorized use, and that I will contact the State Water Resources Control Board, within 24-hours of discovery, if I suspect that my electronic signature has been lost, stolen, or otherwise compromised. I certify that my electronic signature is for my own use, that I will keep it confidential, and that I will not delegate or share it with any other person.

8. Application Submittal Certification

I certify under penalty of perjury under the laws of the State of California that this document and all attachments including verification of mileage of sewer lines were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. Additionally, I certify that the provisions of the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, including electronic reporting of all sanitary sewer spills and development and implementation of a sewer system management plan, will be complied with.

Printed Name: _____

Title: _____

Signature: _____Date: _____

ATTACHMENT C - NOTICE OF TERMINATION

1. Enrollee Information

Enrollee Name:
Legally Responsible Official Name (First, Last):
Title:
Phone:
Email:
Mailing Address:
Address (Line 2):
City, State, ZIP:
County:
Sanitary Sewer System(s):
Waste Discharge Identification Number(s) (WDID):
Regional Water Quality Control Board(s):
Signature and Date:

2. Basis of Termination

Explanation of termination, including subsequent regulatory coverage and subsequent owner/operator of enrolled sanitary sewer system, as applicable:

3. Certification

I certify under penalty of law that 1) the sanitary sewer system I officially represent is not required to be regulated under the Statewide Waste Discharge Requirements for Sanitary Sewer System Order 202X-XXXX-DWQ, and 2) this document and all attachments including verification of mileage of sewer lines were prepared under my direction and supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment. Additionally, I understand that the submittal of this Notice of Termination does not release sanitary sewer system agencies from liability for any violations of the Clean Water Act.

Printed Name: _____

Title: _____

Signature: _____Date: _____

For State Water Board Use Only

☐ Approved for termination	☐ Denied and returned to Enrollee

Deputy Director of Water Quality Signature: _____

Date: _____Notice of Termination Effective Date: _____

ATTACHMENT D – SEWER SYSTEM MANAGEMENT PLAN – REQUIRED ELEMENTS

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ATTACHMENT D – SEWER SYSTEM MANAGEMENT PLAN – REQUIRED ELEMENTS

A Sewer System Management Plan (Plan) is a living planning document that documents ongoing local sewer management program elements, procedures, and decision-making to assure short-term and long-term sewer system resiliency. The *Enrollee* must implement a Sewer System Management Plan that ensures system resiliency through:

- Proactive planning and decision making;
- Strategic routine operations and maintenance;
- Adaptable focus on high-risk system *spill* areas;
- Effective capital improvement projects;
- Necessary staff resources and equipment;
- Necessary local program resources from sewer rates and other local resources to support necessary staffing, contractors, equipment, and *training;* and
- Update to date *training* of staff and contractors.

The Enrollee's development, update and implementation of a Sewer System Management Plan addressing the requirements of this Attachment is an enforceable component of this General Order. As specified in Provision 6.1. of this Order, consistent with the Water Code and the State Water Board Enforcement Policy, the State Water Board or a Regional Water Quality Control Board may consider the *Enrollee's* efforts in implementing an effective Sewer System Management Plan to prevent, contain, control, and mitigate *spills* when considering Water Code section 13327 factors to determine necessary enforcement of this General Order.

This Attachment includes all elements that an *Enrollee* shall include and address in its Sewer System Management Plan and subsequent updates. The *Enrollee* shall identify any required elements required in this Attachment that are not applicable to the Enrollee's system and shall provide justification in its Plan explaining why the element is not applicable.

The Sewer System Management Plan, and its subsequent updates, must be submitted to the State Water Board in accordance with section 5.1 of this General Order.

1. SEWER SYSTEM MANAGEMENT PLAN INTRODUCTION

The Sewer System Management Plan must include a narrative Introduction section that discusses the following items:

1.1. Regulatory Context

The Sewer System Management Plan Introduction must provide a general description of the local sewer system management program, discussion regarding the Enrollee's Plan implementation, and necessary updates incorporated into the Plan, leading to the *Enrollee* sustained regulatory compliance with this General Order.

1.2. Sewer System Management Plan Update Schedule

The Sewer System Management Plan Introduction must include a detailed schedule for the *Enrollee* to update the Plan. The detailed schedule must include milestones for incorporation of new program information addressing proactive prevention of sewer *spills.*

1.3. Sewer System Asset Overview

The Sewer System Management Plan Introduction must provide a full description of the *Enrollee*-owned assets and service area, including but not limited to:

- Location, including county(ies);
- System size, including total length in miles, length of gravity mainlines, length of pressurized (force) mains, and number of pump stations and siphons;
- Structures diverting stormwater to the sewer system;
- Software and data management systems;
- Sewer system ownership boundary at sewer *laterals*;
- Population and community served;
- Number of residential, commercial, and industrial service connections; and
- Unique service boundary conditions and challenge(s).

2. SEWER RATES AND ALLOCATED SEWER SYSTEMS RESOURCES

The Sewer System Management Plan must include a detailed narrative explanation of local funding sources, including sewer rate schedule and structure, necessary to fund staff, contractors, consultant, equipment and *training* needed for full compliance with this General Order, including, at minimum, the following:

2.1. Minimum Sewer System Management Program Resources

The Sewer System Management Plan must include a general overview of the minimum necessary planning, operation, maintenance, engineering, and administrative resources for the *Enrollee's* sewer system and other pertinent utilities for the prevention of all *spills* and elimination of *discharges* to waters of the State.

2.2. Current Sewer Rate Schedule(s) and Local Funding Resources

The Sewer System Management Plan must include:

- Current local board-approved sewer rate structure and schedule(s);
- Forecasted period the local board will update the current rates; and
- Other local funding resources.

2.3. Organizational Staffing Plan and Organizational Chart

The Sewer System Management Plan must include an Organizational Staffing Plan identifying all staff resources necessary for compliance with this General Order. The Organizational Staffing Plan must include a sewer system departmental Organizational Chart with names, job classifications, telephone numbers, and email addresses of all sewer system staff, supervisors, director/general managers, and governing board, by division/department. The Organizational Chart must identify the *Legally Responsible Official* and staff that directly manage operations, maintenance, and engineering.

The Organizational Staffing Plan must include job classifications for each staff type, including applicable certification or licensing required for each position.

2.4. Chain of Communication for Reporting Spills

The Sewer System Management Plan must include a detailed description and corresponding information of the required chain of communication from initial receipt of spill information to the final reporting and certification of a *spill* in the *California Integrated Water Quality System* (*CIWQS*). The chain of communication must include all administrative, technical, managerial, and public outreach staff of the sewer department, and of other utilities involved in an emergency spill response.

2.5. Sewer System Department and Local Resources Program Budgets

The Sewer System Management Plan must include detailed information regarding short-term and long-term cumulative budget(s) for the *Enrollee's* compliance with this General Order. Detailed information regarding short-term cumulative budget(s) must include current short-term plans to address deficiencies in budget needed to address, at minimum, the following divisions:

- Collection system operation, maintenance, and engineering divisions;
- Capital improvement program;
- Personnel *training*; and
- Chain of command for budget decision making.

Detailed information regarding the *Enrollee*'s long-term cumulative budget(s) for the local resources dedicated to the *sanitary sewer system* and the local sewer system program must include, at minimum, the identification of budget sources for the following elements:

- A budget that accounts for, at minimum, a 20-year timeframe;
- Forecasted costs adequate for the operation, maintenance, repair and rehabilitation of its *sanitary sewer system*, and sewer system management program.
- Comparison of forecasted/projected costs with available funding sources;
- Identification of financial strategy for sustained funding of system management and improvement to sustain service and performance;

- Local rate structure;
- Accounting mechanisms and procedures that are generally accepted accounting practice;
- Auditing procedures to ensure an adequate measure of revenues and expenditures; and
- Financial and accounting program procedures compliant with applicable laws and regulations.

3. LEGAL AUTHORITY

The Sewer System Management Plan must include copies or an electronic link to updated sewer system use ordinances, service agreements and/or other legally binding procedures, that the *Enrollee* possesses the necessary legal authority to:

- Prevent illicit *discharges* into its sewer system from inflow and infiltration; unauthorized stormwater; chemical dumping; unauthorized debris; roots; fats, oils, and grease; and trash including rags, wipes, and other non-flushable paper products.
- Collaborate with *storm sewer* agency to maintain coordinated emergency spill responses and prevent unintentional cross connections of sanitary sewer infrastructure to *storm sewer* infrastructure;
- Require that sewer system components and connections be properly designed and constructed;
- Access *storm sewer* systems owned and operated by a different entity during *spill* events;
- Ensure authority and access for maintenance, inspection, and/or repairs for portions of the service *lateral* owned or maintained by the *Enrollee*;
- Limit the *discharge* of fats, oils, and grease and other debris that may cause blockages;
- Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures;
- Define ownership and maintenance responsibilities between the *Enrollee* and private entities for sewer *laterals*, including main line connections and any other upstream assets;
- Review and update customer sewer rate adequacy, as often as necessary, to ensure proactive and proper operation, maintenance, and management of all parts of the sewer system, to prevent *spills* to the maximum extent feasible; and
- Obtain easement accessibility agreements for locations requiring operations and maintenance.

4. SEWER SYSTEM SERVICE AREA INFORMATION

The Sewer System Management Plan must delineate updated sewer system service area boundaries, and contain general information and description of, at minimum, the following items:

4.1. Description of Service Area Utilities

The Sewer System Management Plan must include a narrative description of the owners/operators of public utilities within and immediately adjacent to the sewer system service boundary, including:

- *Enrollee's sanitary sewer system*, including:
  - Range of size and approximate length of gravity line segments;
  - Range of size and approximate length of force mains;
  - Number of pumping facilities;
  - Number of privately owned *lateral*s served by the system; and
  - Other sanitary sewer system components that are critical to system operations and management.
- Number of connections to adjacent publicly owned or privately-owned sewer systems;
- Municipal separate *storm sewer* systems and/or *drainage conveyance system*;
- Stormwater drainage areas and corresponding *receiving water*s;
- Drinking water intake facilities and supply wells; and
- Drinking water and irrigation water supply aquifers:
  - Approximate average depth to groundwater aquifer.
  - Highest anticipated groundwater elevation, if known.

4.2. Sewer Service Area Inter-Agency Coordination and Collaboration

The Sewer System Management Plan must provide clear protocol for established coordination and collaboration with stormwater and drinking water agencies/department in the Enrollee's sewer service boundary, including but not limited to:

- Routine coordination for daily *sanitary sewer system* operation and maintenance;
- Inter-agency coordination and collaboration during and after a *spill* event;
- Ongoing established coordination for proposed modifications to sanitary sewer system operations and maintenance, as necessary;
- Ongoing established coordination for proposed capital improvement projects; and

- Updated contact information of local stormwater and drinking water agencies/departments staff for emergency *spill* response purposes, routine *sanitary sewer system* operation and maintenance, and applicable planning purposes.

5. SEWER SYSTEM PLANNING, OPERATIONS AND MAINTENANCE INFORMATION / DATA SYSTEMS

The Sewer System Management Plan must include a detailed description of the Enrollee's information and data systems used for system resiliency planning of existing and future assets, system operations and maintenance, and remediation and capital improvement projects.

6. INCORPORATION OF LOCAL PROGRAM AUDIT FINDINGS INTO SEWER SYSTEM MANAGEMENT PLAN UPDATES

The *Enrollee* must incorporate the findings of its local program audits as required in section 5.9 of this General Order. At a minimum, the Sewer System Management Plan updates must provide the necessary procedures for implementation of corrective actions necessary to address identified system/program deficiencies.

7. SEWER SYSTEM RESILIENCY

The *Enrollee* shall manage its *sanitary sewer system*, through implementation of its Sewer System Management Plan, to assess risk and prioritize actions that assure its system is resilient to system-specific impacts due to, but not limited to, the following:

- Local / regional climate change;
- Environmental impacts;
- Capacity to accommodate waste flows from increasing populations and changes in system users;
- Pandemics and local area health concerns;
- Customer use of household and commercial products; and
- Other current and forecasted system-specific impacts that threaten the system, the local sewer system program, and/or staff resources;

The *Enrollee* shall implement proactive system planning, operations, maintenance, repair, rehabilitation, and capital improvements to significantly prevent all *spill*s and eliminate *discharges* to waters of the State.

The Sewer System Management Plan must provide for system resiliency through the identification, prioritization, and remediation of:

- Short-term system problems to be addressed through a modified operation and maintenance program; and

- High-priority long-term infrastructure problem areas to be addressed through its updated capital improvement program.

Sewer system resiliency must be addressed in the Sewer System Management Plan through the implementation of, at minimum, the following elements:

7.1. Condition Assessment

The Sewer System Management Plan must provide procedures for routine inspection, data collection, and assessment of the existing system condition through infrastructure inspection and documentation, to assure compliance with this General Order. The Enrollee shall identify the amount (percentage) of its system to be assessed each year through its own internal review of its system. The Sewer System Management Plan shall document the internal review procedures and provide the justification for the resulting amount (percentage) of the system to be assessed annually.

The Sewer System Management Plan must include condition assessment procedures that:

- Assess the condition of all *sanitary sewer system* assets utilizing *best industrial practices and available technologies*;
- Assess the system each year, with high-risk system areas as a priority, through regular visual and video surveillance or through the use of other comparable system inspection methods;
- Prioritize assessment of infrastructure located in or within the vicinity of surface waters, steep terrain, high ground water elevations, and *environmentally sensitive areas*;
- Conduct additional assessments of any portion of a *sanitary sewer system* within the vicinity of a *receiving water* with a bacterial-related impairment on the most current Clean Water Act section 303(d) List to determine if sanitary sewer system exfiltration is potentially contributing to the impairment.
- Identify system assets and locations that hold a high level of environmental consequences if vulnerable to collapse, failure, blockage, capacity issues, or other system deficiencies;
- Documents inspections through Condition Assessment Inspection reports that, at minimum, include:
    - The name of the agency/company;
    - The name of the inspector(s);
    - The inspection start and end dates;
    - The inspection start and end times;
    - The reason for the inspection;

- The system asset(s) inspected;
- Location of potential system problems;
- The inspection findings and summary;
- Reference to corresponding videos and data; and
- Recommended response actions.

7.2. Capacity Assessment

The Sewer System Management Plan must include steps to determine the need for short-term (less than two years) operational or program modifications, and long-term capital improvement project(s), to enhance hydraulic capacity in hydraulic deficient system areas.

The Sewer System Management Plan must provide procedures, and methods and/or models for an ongoing system capacity assessment of the existing system in its entirety and per system segments/components priorities. The capacity assessment must evaluate and identify hydraulically-deficient system areas or components that are contributing or have the potential to contribute to *spill*s, based on information that includes, but is not limited to, *spill* history, infrastructure inspections, and operation and maintenance logs.

The Capacity Assessment procedures must address:

- Technical analysis of data from existing system condition assessments, system inspections, system audits, *spill* history, and other available information;
- Capacity evaluation of flood-prone system areas subjected to increased infiltration and inflow, under normal local and regional storm conditions;
- Capacity evaluations of major system elements to accommodate dry weather peak flow conditions, and updated design storm and wet weather event, including:
  - Peak flows associated with conditions that have historically caused, or have the potential to cause, *spill* events (including flows from *spills*);
- Inflow and infiltration reduction programs;
- Necessary redundancy in pumping and storage capacities;
- Non-stormwater sources that contribute to peak flows associated with *spill* events;

The Capacity Assessment Plan must include evaluation standards to assess existing system components including, at minimum:

- Pump stations;
- Private *lateral* connections;
- Gravity pipelines and manholes; and

- Pressure (force) mains.

The findings of the Capacity Assessment must be further assessed for risk and prioritized corrective actions through the Capital Improvement Plan component of the Sewer System Management Plan, as specified in section 7.3 through section 7.5 of this Attachment.

7.2.1. Updated Design and Construction Standards and Specifications

The Sewer System Management Plan must identify and reference updated design and construction standards and specifications for the installation, repair, and rehabilitation of existing and proposed system infrastructure, including but not limited to pipelines, pump stations, and other system appurtenances.

7.2.2. Procedures, Protocols and Standards

The Sewer System Management Plan must include procedures, protocols, and standards for the inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances.

7.2.3. Component-specific Design Criteria

If design criteria and standards for system construction and installation, repair and rehabilitation do not exist, or if existing design criteria and standards are deficient to address necessary capacity determinations, a system condition assessment must include component-specific evaluation to appropriately assess design criteria and/or existing conditions.

The design criteria and standards must be developed and updated to address underground and above ground pipes in areas of potential flooding and erosion due to high intense storm events, raising groundwater and/or high waterbody flow conditions.

7.3. Risk Assessment

The Sewer System Management Plan must provide procedures for assessing risk of identified potential system and programmatic deficiencies that may compromise the integrity of the *sanitary sewer system* and local sewer management program(s). The Risk Assessment procedures must, at minimum:

- Incorporate Condition Assessment and Capacity Assessment information conducted on different components/segments of the current system infrastructure;
- Identify high risk system components and system areas that may potentially cause or contribute to *spills;*
- Measure risk for potential *spill*s due to increased infiltration and inflow, bank erosion (in canyons and along coastal bluffs);
- Measure inundation risk of low-lying pump stations.

- Measure the severity of the consequences of the *spills.*

The Risk Assessment must include a ranking system that categorizes all system components/segment areas, for subsequent prioritization of corrective actions. Risk measures and categorization must be based on the severity of the consequences of system *spills*. High-risk system components/areas must be further categorized as:

- System or program areas to be addressed through short-term modifications to system operations and maintenance; and
- System or program areas to be addressed through long-term operations and engineering mitigation.

7.4. Remediation Prioritization

The Sewer System Management Plan must provide procedures for the prioritization of short-term operation and maintenance modifications, and long-term operations and engineering improvement projects that are the subject of the *Enrollee's* System Resilience Actions per section 7.5 below. Remediation prioritization must be based on the immediacy of remediation of higher risk system areas identified in the *Enrollee's* Risk Assessment.

7.5. System Resiliency Actions

The Sewer System Management Plan must include specific actions, and corresponding schedules to immediately address necessary system resiliency for the identified high-risk portions of the sewer system and local sewer management program deficiencies that contribute to, or have the potential to contribute to *spills*. The System Resiliency Actions must propose implementation of the following elements to address ongoing system resiliency:

- Action schedules including interim milestones and feasible interim milestone completion dates of operation and maintenance program modifications, and capital improvement projects;
- Local budgeting, fee rate structure modifications and local resources to support interim milestones;
- Schedule for pursuing and acquiring external funding for planning, design and construction of projects, as necessary; and
- Action resources, including interim milestones and schedule, for acquiring necessary staff resources (including consulting and contracting services), equipment, data systems and other non-monetary resources.

7.5.1. System Resiliency Actions – Operation and Maintenance

The Sewer System Management Plan must include System Resiliency Actions necessary to address preventative operation and maintenance activities through, at minimum:

- Updated scheduling of regular system maintenance and cleaning;
- Enhanced inspections, video surveillance, and maintenance in high risk system areas;
- Immediate actions to address roots, fats, oils and grease potentially resulting in system blockages and failures;
- Higher frequency system maintenance of high-risk system and more frequent update of operation and maintenance program areas;
- Increased data collection of infrastructure condition of high-risk system updated data collection systems; and
- Joint coordination between operational staff and engineering staff/consultants to optimize engineered capital improvements.

7.5.2. System Resiliency Actions – Capital Improvement Component

The Sewer System Management Plan must include System Resiliency Actions that address capital improvement projects necessary to address high-risk system deficiencies identified in the most updated condition assessment and capacity assessment as follows:

- Identification of high-risk, high-priority capital improvement projects;
- Project action schedules including interim milestones and feasible interim project milestone completion dates;
- Local budgeting, fee rate structure modifications and local resources to support interim milestones;
- Identification of internal and external sources of funding;
- Identification of internal and external sources of funding;
- Schedule for pursing and acquiring external planning, design and construction funding, as necessary; and
- Action resources, including interim milestones and schedule, for acquiring necessary staff resources (including consulting and contracting services), equipment, data systems and other non-monetary resources.

7.5.3. Implementation and Update of System Resiliency Actions

The *Enrollee* shall implement its System Resiliency Actions immediately after System Resiliency Actions are identified and, at minimum:

- Incorporate its System Resiliency Actions into its Sewer System Management Plan during each 5-year Sewer System Management Plan update, and
- Immediately implement the System Resiliency Actions per corresponding schedule.

The System Resiliency Actions incorporated into the Sewer System Management Plan must be reviewed by operation and maintenance personnel prior to the local governing board approval and *Legally Responsible Official* certification of the corresponding Sewer System Management Plan update.

An *Enrollee* that is a *disadvantaged community* shall incorporate and implement its identified System Resiliency Actions in a one-time Sewer System Management Plan update as specified in section 5.3.1 of this General Order.

8. IMPLEMENTATION OF UPDATED OPERATION AND MAINTENANCE PROGRAM

The Sewer System Management Plan must include implementation of, at minimum, the following operation and maintenance activities and protocols for its *sanitary sewer system*:

- Continued implementation of routine system operation and maintenance that is effective in preventing system *spill*s;
- Implementation of updated technologies, equipment, and practices for reducing and preventing *spills*;
- Remediation plans for roots, fats, oils, grease, rags, and flushable paper products causing blockages or other performance problems;
- Modified system operations and maintenance to address high-risk, high-priority system or program problem areas;
- Rehabilitation and replacement of critical infrastructure and system components; and
- Stormwater management to prevent infrastructure failures directly and indirectly caused by storm events.

8.1. Routine Operation and Maintenance

The Operation and Maintenance Program must include and address the following:

- Ongoing implementation of routine preventative operations, maintenance and cleaning activities that are effective in preventing system *spill*s;
- Corresponding schedules and frequencies;
- Use of best *available technologies*, equipment, practices, and techniques; and
- Budget needs (current discrepancies) to implement necessary routine operation and maintenance.

8.2. Modified Operation and Maintenance

The Operation and Maintenance Program must be modified to address the higher risk assets. The Program modifications must address modified frequencies, as necessary, to address problem system areas through:

- Modified inspection program;

- Modified routine preventative operations, maintenance, and cleaning activities;
- Acquisition of additional best-*available technologies*, equipment, practices, and techniques;
- Staffing, contractor, and *training* needs to implement Operation and Maintenance Program modifications; and
- Necessary budget to implement Operation and Maintenance Program modifications.

8.3. Operations and Maintenance Priorities

The Operation and Maintenance Program must prioritize:

- Enhanced operation and maintenance for high risk system areas;
- Immediate mitigation of system blockage due to rags, wipes (and other non-flushable paper products), roots, fats, oils, and grease mitigation plan; and
- Adaptive updates to proactively prevent system blockages and failures due to roots, fats, oils, and grease.

8.4. Rehabilitation and Replacement

The Operation and Maintenance Program must address necessary rehabilitation and/or replacement of system components through routine maintenance and/or prioritized operations and maintenance, as identified in the *Enrollee*'s System Resiliency Actions. The Operation and Maintenance Program must, at minimum, include:

- A documented schedule for the rehabilitation and replacement of routine-maintenance and high-priority system components; and
- Identification of necessary additional funding needed to implement necessary rehabilitation and replacement of system components per documented schedule.

8.5 Stormwater Management and Erosion Control Plan

The Operation and Maintenance Plan must include stormwater management and erosion control measures to implement necessary routine maintenance that manages stormwater around sewer system assets, and minimizes soil erosion, flooding, and landslides that may potentially result in pipeline and other infrastructure failure.

9. IMPLEMENTATION OF CAPITAL IMPROVEMENT PROGRAM

The Sewer System Management Plan must include detailed procedures and corresponding implementation schedules for proposed capital improvement projects that will provide system resiliency and necessary dry and wet weather peak flow capacity to address:

- Region-specific and system-specific climate change;
- Service area population change;

- Capacity assessment results; and
- Existing or potential failure of existing system infrastructure.

The Sewer System Management Plan must include a detailed implementation plan describing how existing and proposed resources will be utilized to implement capital improvement projects of the identified System Resiliency Actions.

9.1. Capital Improvement Program Implementation Resources

The Sewer System Management Plan must include detailed implementation procedures describing how existing and proposed staff and budget resources will be utilized to implement the Enrollee's Capital Improvement Program, and specific high-risk, high-priority capital improvement projects identified in the *Enrollee's* System Resiliency Assessment. The procedures must, at minimum, addresses:

- Specific local budget accounts that will provide the necessary local resources;
- Proposed local council/board budget approvals necessary to support address budget deficiencies;
- Identification of existing staff, contractor and budget resources;
- How existing resources are allocated to various elements and projects of the Capital Improvement Program;
- Additional staff, contractor and budget resources needed for full implementation of the Capital Improvement Program;
- How the identified additional resources will be acquired, allocated and utilized for the various elements and projects of the Capital Improvement Program;
- Identification of viable funding programs to pursue necessary project planning, design and construction funding.

9.2. Capital Improvement Project Schedules

The Sewer System Management Plan must include detailed implementation schedules for each high-priority capital improvement project identified in the Enrollee's system Resiliency Actions, including, at minimum, the following proposed interim milestones:

- Development and submittal of application package for funding assistance;
- Development of project planning, design, and construction documents for each project; and
- Construction and initiation of operations.

10. Record Keeping

The Sewer System Management Plan must provide protocol for a detailed record keeping system for the *Enrollee* to maintain records documenting, at minimum:

- Identified high-risk, high-priority capital improvement projects;
- Capital improvement program work-order history per location;
- Operations and maintenance work-order history per location;
- Data system records;
- Inspections;
- Spill response records for all *spills*;
- Spill response records for *spill*s not caused by the Enrollee's *sanitary sewer system*; and
- *Training* of staff and contractors.

11. LOCAL SEWER SYSTEM PROGRAM BUDGET AND RESOURCES

The Sewer System Management Plan must include a detailed description of the local resources dedicated to the *sanitary sewer system* and the local sewer system program. The description of the local budget and resources must, at minimum, provide identification of budget sources for the following elements:

- Local resource allocations adequate for the operation, maintenance, repair and rehabilitation of its sanitary sewer system, and sewer system management program;
- Local rate structure;
- Accounting mechanisms and procedures that are generally accepted accounting practice;
- Auditing procedures to ensure an adequate measure of revenues and expenditures; and
- Financial and accounting program procedures compliant with applicable laws and regulations.

12. SPILL EMERGENCY RESPONSE PLAN

The Sewer System Management Plan must include a developed Spill Emergency Response Plan addressing all *spills* to *waters of the State* (including sewer system overflows and system exfiltration). The *Enrollee* shall implement an Emergency Response Plan that identifies standard operating procedures for responding to spills in a manner that reduces *spill* volumes and collects information for prevention of future spills. The Spill Emergency Response Plan must include, at minimum:

- Procedures to ensure compliance with notification, monitoring and reporting requirements of this General Order, the Water Code, other State law and regulations;
- Procedures to immediately notify necessary local officials;

- Procedures to assure primary responders and regulatory agencies are notified of all *spills* in a timely manner;
- A strategy for effective *training* of *sanitary sewer system* operations and maintenance staff, local program support staff, and contractors;
- A strategy to evaluate competency annually for collection systems staff and contractors (if applicable) covering all the requirements in this Order;
- Updated procedures to assure immediate detection and response to *spills*;
- Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities;
- Procedures to assure all reasonable steps are taken, and all available and feasible technologies, practices, and equipment, including mutual aid agreements established with other agencies or contractors, are used to: (1) ensure expedited containment, recovery, and *discharge* prevention to waters of the State, and (2) minimize or correct any adverse impact on the environment resulting from the *spills*, including accelerated water quality monitoring as may be necessary to determine the nature of short-term and long-term impacts of the *discharge.*
- Procedures for inter-Agency coordination and collaboration among the Enrollee's staff and staff of other utility agencies/departments in accordance with pre-planned coordination with *storm drain* agencies prior, during, and after a *spill* event;
- Procedures to prevent or minimize *spill* reaching any *drainage conveyance* system, and prevent a *discharge* to a *water of the State*;
- A list of equipment used during an emergency response;
- Procedures for post-spill assessment of response activities;
- Procedures for documentation and reporting for all *spill* events;
- Protocol for annual practice drills of the Emergency Response Plan including *spill* and *discharge* scenarios and staff competency assessments.
- Procedures for annual review and assessment of the Emergency Response Plan and corresponding procedures in the Sewer System Management Plan.

13. SEWER PIPE BLOCKAGE CONTROL PROGRAM

The Sewer System Management Plan must evaluate its service area to determine a system-specific pipe blockage control program to address roots, fats, oils, grease, rags and flushable paper products. The *Enrollee* shall prepare and implement a source control program to reduce the amount of the pipe-blocking substances entering the *sanitary sewer system*. The Sewer System Management Plan must include, at minimum:

- An implementation plan and schedule for a public education outreach program that promotes proper disposal of pipe-blocking substances;

- A plan and schedule for the disposal of pipe-blocking substances generated within the *sanitary sewer system* service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of substances generated within a *sanitary sewer system* service area;
- The legal authority to prohibit *discharges* to the system and identify measures to prevent *spills* and blockages;
- Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practices requirements, record keeping and reporting requirements;
- Authority to inspect grease producing facilities, enforcement authorities, and whether the *Enrollee* has sufficient staff to inspect and enforce the fats, oils, and grease ordinance;
- An identification of *sanitary sewer system* sections subject to fats, oils, and grease blockages and establishment of a cleaning maintenance schedule for each section;
- Development and implementation of source control measures for all sources of fats, oils, and grease reaching the *sanitary sewer system* for each section identified above; and
- Development and implementation program staffing and *training*.

14. REQUIRED TRAINING

The Sewer System Management Plan must include a detailed description of the *training* resources (in-class, *training* materials, mentor shadowing, etc.) provided to technical, administrative staff, managerial staff, and contractors that have any role in the Enrollee's compliance with this General Order. The training program must provide, at minimum, an assessment of program staff competency and modified *training* resources for staff and contractors to have the following required skills:

- Thorough understanding of the requirements of this General Order;
- Competency to fulfill all the requirements of this General Order corresponding with staff position;
- Thorough understanding of Spill Emergency Response Procedures;
- Skilled estimation of *spill* volume;
- Electronic CIWQS reporting skills; and
- Maintenance of existing levels of professional certifications, as applicable for compliance with this General Order.

15. LOCAL COMMUNITY AND INTERAGENCY COMMUNICATION

The Sewer System Management Plan must include communication procedures for the *Enrollee* to maintain routine communicate with its local governing board, the public,

utility agencies/companies within and adjacent to service area, and satellite agencies on the development, implementation, and performance of its Sewer System Management Plan. The communication procedures must include public communication and outreach procedures for:

- The public to provide input to the *Enrollee* as program modifications are developed and implemented;
- The public to have timely information regarding past *spill*s;
- The public to have information on recent *spills* and *discharges* that resulted in closures to beaches or recreational areas, or that entered a drinking water reservoir; and a description of corrective actions that were taken in response to such *spills* or *discharges*.
- The public to have access to the Sewer System Management Plan;
- The public to view local program audits;
- Privately-owners of *lateral*s and adjacent *sanitary sewer systems* to be informed of local ordinances and private infrastructure maintenance responsibilities; and
- Owners of *satellite sewer systems* to collaborate in joint source-control outreach efforts and sewer system improvement projects.

16. SEWER SYSTEM MANAGEMENT PLAN ADAPTIVE MANAGEMENT

The Sewer System Management Plan must include an Adaptive Management section to address the system(s) program modifications discovered from internal, state, and Regional Water Board audit findings, and detail all system and program modifications that are planned and have been incorporated within the Sewer System Management Plan. The Adaptive Management section must provide a detailed narrative of what the *Enrollee* has learned through conducting planning, system modifications, program modifications, and the corrective actions needed to prevent *spills.*

ATTACHMENT E1 – NOTIFICATION, MONITORING, REPORTING AND RECORDKEEPING REQUIREMENTS

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ATTACHMENT E1– NOTIFICATION, MONITORING, REPORTING AND RECORD-KEEPING REQUIREMENTS

The notification, monitoring, reporting and recordkeeping requirements in this Attachment are pursuant to Water Code section 13267 and section 13383, and are an enforceable component of this General Order. Failure to comply with the notification, monitoring, reporting and recordkeeping requirements may subject the *Enrollee* to civil liabilities of up to $10,000 a day per violation pursuant to Water Code section 13385; up to $1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement.

Water Code section 13193 et seq. requires the Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board to collect sanitary sewer *spill* information for each *spill* event and make this information available to the public. Sanitary sewer *spill* information for each *spill* event includes but is not limited to: *Enrollee* contact information for each *spill* event, *spill* cause, estimated *spill* volume and factors used for estimation, location, date, time, duration, amount *discharged* to a *water of the State*, response and corrective action(s) taken.

1. NOTIFICATION REQUIREMENTS

1.1. Water Board Notification

Within two (2) hours of the Enrollee's knowledge of any *spill*, the Enrollee must notify the State Water Board through the CIWQS Spill Notification Portal.

1.2. California Office of Emergency Services Notification

1.2.1 Notification of Spills of 1000 Gallons or Greater

For a *spill* with a ***discharge* of 1000 gallons or greater** to a *water of the State* (Water Code section 13271), the *Enrollee* shall notify the California Office of Emergency Services and obtain a California Office of Emergency Services Control Number as soon as possible **but no later than two (2) hours** after:

- The *Enrollee* has knowledge of the *spill*; and
- Notification can be provided without substantially impeding cleanup or other emergency measures.

1.2.2. Spill Notification Information

The *Enrollee* shall provide the following *spill* information to the California Office of Emergency Services before receiving a Control Number:

- Name and phone number of the person notifying California Office of Emergency Services;
- Estimated *spill* volume (gallons);
- Estimated *spill* rate from the system (gallons per minute);

- Estimated *discharge* rate (gallons per minute) directly into a *water of the United States* or indirectly into a *drainage conveyance* system;
- *Spill* incident description:
  - Brief narrative of the *spill* event; and
  - *Spill* incident location (address, city, and zip code) and closest cross streets and/or landmarks.
- Name and phone number of contact person on-scene;
- Date and time *Enrollee* was informed of the *spill* event;
- Name of responsible agency or private system/*lateral* owner causing the *spill*;
- *Spill* cause or suspected cause (if known);
- Amount of *spill* contained;
- Name of receiving water body receiving or potentially receiving discharge;
- Description of water body impact and/ or potential impact to *beneficial uses*.

1.2.3. Notification of Spill Report Updates

Following the initial notification to the California Office of Emergency Services and until such time that an *Enrollee* certifies the *spill* report in the *CIWQS* Online Spill Database, the *Enrollee* shall provide updates to the California Office of Emergency Services regarding substantial changes to:

- Estimated *spill* volume (increase or decrease in gallons initially estimated);
- Estimated *discharge* volume discharged (increase or decrease in gallons initially estimated); and
- Additional impact(s) to the receiving water(s) and *beneficial uses*.

2. SPILL-SPECIFIC MONITORING REQUIREMENTS

For Category 1 Spills, the *Enrollee* shall develop and implement monitoring, water quality sampling, and impact analysis requirements as specified in sections 2 in its entirety, and section 3 of this Attachment, for assessment and reporting of all impacts of the *spill* and impacts on *waters of the United States*.

For Category 2 through 4 Spills, the *Enrollee* shall develop and implement monitoring, analysis requirements as specified in sections 2.2. through 2.5, and section 3 of this Attachment, for assessment and reporting of all *spill* impacts, and, as applicable, impacts on the *receiving water* and beneficial uses.

2.1. Water Quality Monitoring Representation

All samples and measurements collected for monitoring must be representative of the monitored activity (40 Code of Federal Regulations section 122.41(j)(1)).

2.1.2 Sufficiently Sensitive Methods

Sampling analysis must be conducted according to sufficiently sensitive test methods approved under 40 Code of Federal Regulations Part 136 for the sample analysis of pollutants. For the purposes of this General Order, a method is sufficiently sensitive when the lowest method minimum level of the analytical methods approved under 40 Code of Federal Regulations Part 136 is at or below the *receiving water* pollutant criteria.

2.1.3. Environmental Laboratory Accreditation Program-certified Laboratories

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2.2. Monitoring Equipment Calibration

Monitoring and sampling instruments and devices used to implement the requirements of this General Order must be properly maintained and calibrated. The *Enrollee* must maintain records documenting the maintenance and calibration of instruments and devices to ensure continued accuracy.

2.3. Spill Volume Estimation

The *Enrollee* shall estimate *spill* volumes using updated volume estimation observatory factors, calculations, and documentation for electronic reporting. The *Enrollee* shall employ updated visual standards and field calculations to assess the approximate spill magnitude. The *Enrollee* shall update its notification and reporting of estimated *spill* volume (which includes *spill* volume recovered) as further information is gathered during and after a *spill* event.

2.4. Spill Location and Spread

The *Enrollee* shall monitor the spread of the *spill* by gathering:

- Global positioning system (GPS) coordinates of:
  - The system location where *spill* originated;
  - At minimum, three (3) locations at edge of *spill* that depict furthest geographic spread of *spill*; and
  - The location(s) of *discharge* into a *water of the State*, as applicable;
- Photographic evidence documenting critical *spill* locations, including origination point, *drainage conveyance system* entry locations, largest volumes, *discharge* to *receiving waters*, and boundaries of *spill* spread, throughout the entire duration of the *spill* until completion of clean up.

2.5. Spill Travel Time to Receiving Water

In addition to estimating *spill* volume, the *Enrollee* shall estimate *spill* travel time to the *water of the State*. For Category 1 spills into a *drainage conveyance system*, the *Enrollee* must estimate the *spill* travel time from the point of entry into the *drainage conveyance system* to the point of *discharge* into the *water of the United States*.

2.5.1. Receiving Water Sampling Location(s)

The *Enrollee* shall collect a minimum of three (3) *receiving water* samples and one *sewage* sample, per day at the following discharge and *receiving water* locations to capture the impact of sewage discharge to a receiving surface water. For multiple-day *spills*, the Enrollee shall collect the set of samples each day, for the duration of the *spill*.

Sampling Location	Sampling Location Name	Sampling Location Description
DCS: *Sewage* prior to directly entering receiving surface water, or prior to entering a *drainage conveyance system* that drains to a receiving surface water RSW: Receiving surface water n: Number indicating more than one receiving surface water U: Upstream D: Downstream		
DCS*: *Drainage conveyance system**		
*Upstream Drainage *Conveyance System* Monitoring Location*	DCS-001U through DCS-00nU	A point upstream of the point of *discharge*, to capture *drainage conveyance system* flow absent of *sewage discharge* impacts.
Sewage* prior to entering *drainage conveyance system	DCS-001 (and DCS-00n thereafter)	A point where a representative sample of the *sewage* is accessible to be sampled prior to entering into a drainage system.
Receiving water location(s) receiving *sewage discharge*	RSW-001 (and RSW-00*n* thereafter)	A point where a representative sample of the *receiving water* is collected at the initial point where the *sewage discharges* into the receiving surface *water*.

Sampling Location	Sampling Location Name	Sampling Location Description
Sewage prior to entering *receiving water*	DIS-001 (and DIS-00n thereafter)	A point where a representative sample of the *sewage* is accessible to be sampled at the initial point of *discharge* into the receiving surface water, prior to entering the *receiving water*. If sewage is *discharged* into a receiving *water* via a *drainage conveyance system*, a point where a representative sample of the *drainage conveyance system discharge* is accessible to be sampled at the initial point of *discharge*.
Upstream *Receiving Water* Monitoring Location[1]	RSW-001U through RSW-00nU	A point upstream of the point of *sewage discharge* (including point of *drainage conveyance system discharge* (as applicable)), to capture ambient conditions absent of *sewage discharge* impacts.
Downstream *Receiving Water* Monitoring Location[1]	RSW-001D through RSW-00nD	A point downstream of the point of *sewage discharge* (including point of *drainage conveyance system* discharge (as applicable)), where the *spill* material is fully mixed with the *receiving water*, and upstream of additional *discharges*/inputs into the *receiving water* from other sources of pollutants.

[1] The *Enrollee* must use its best professional judgment to determine the upstream and downstream distances based on *receiving water* flow, accessibility to upstream/downstream water body banks, and size of visible *sewage* plume.

2.5.2. Water Quality Sampling

For all spills that discharge into a water of the State, the *Enrollee* shall conduct

- Spill volume estimation using updated estimating standards and field calculations to estimate approximate spill volume discharged into the receiving water.
- Visual observations for:
  - Waterbody bank erosion,

- Sediment loading,
- Floating particulates,
- Grease and oil;
- Discoloration of the receiving water;

- Field sampling of:
  - pH;
  - Turbidity,
  - Temperature;
  - Total chlorine residual, and
  - Dissolved oxygen.
- Additional sampling required by the applicable Regional Water Quality Control Board Executive Officer.

For all spills with a field-estimated volume of 50,000 gallons or more discharged or potentially discharged to waters of the United States, The *Enrollee* shall conduct water quality sampling of the *receiving water*(s) for the following constituents, as soon as possible, but no later than **12 hours** of the *Enrollee's* knowledge of potential *discharge* to a *water of the United States*:

- Sampling and laboratory analysis of:
  - Ammonia;
  - 5-day biochemical oxygen demand @ 20 degrees Celsius (BOD_5), and
  - Bacterial indicator(s), including total coliform bacteria, fecal coliform bacteria (or E-coli), and/or enterococcus as specified in, and sufficient to determine compliance with the applicable *Basin Plan water quality objectives.*

    *D*ependent on the *receiving water(s)*, sampling of bacterial indicators shall be sufficient to determine post-spill (after the spill) compliance with the water quality objectives and bacterial standards of the California Ocean Plan or the California Inland Surface Water Enclosed Bays, and Estuaries Plan, including the frequency and/or number of post-spill receiving water samples as may be specified in the applicable plans.

2.6. Safety and Access Exceptions

If the *Enrollee* encounters access restrictions or unsafe conditions that prevents its compliance with spill response requirements or monitoring requirements in this General Order, the Enrollee shall provide documentation of access restrictions and/or safety hazards in the corresponding required report.

3. REPORTING REQUIREMENTS

All reporting required in this General Order is electronic reporting to the State Water Board, California Integrated Water Quality System (CIWQS) unless specified otherwise in this General Order.

3.1. Individual Spill Reporting Provisions

3.1.1. Report for Individual Spill Events

The *Enrollee* shall electronically submit one spill report for each individual *spill* in the *CIWQS* Online Spill Database. If one *spill* event results in multiple appearance locations in a sanitary sewer system, the *Enrollee* shall complete one *spill* report containing information for the multiple appearance locations:

For each *spill* event, the *Enrollee* shall report:

- Detailed description of cause of *spill*;
- All applicable monitoring required in section 2 of this Attachment;
- All assumptions and calculations used to estimate *spill* volumes; and
- Location of all *spill* appearance points closest to the failure point, blockage, or location of the flow condition that caused the *spill*.

3.1.2. Homeland Security Act

The *Enrollee* shall report any information that is protected by the Homeland Security Act, by email to SanitarySewer@waterboards.ca.gov, with a brief explanation of the protection provided by the Act for the subject report to be protected from unauthorized disclosure and/or public access, and for official Water Board regulatory purposes only.

3.2. Report Certification Requirements

3.2.1 Certified Reporting

All information required to be electronically reported into CIWQS Online Spill Database must be certified by the *Legally Responsible Official* previously established to certify reports, as required in section 5.5 of this General Order.

Upon *spill* report certification, the *CIWQS* Online Spill Database will issue a final *spill* identification (ID) number to the *Enrollee*.

3.2.2 Draft Data Entry

Electronic entry of draft *spill* information into the *CIWQS* Online Spill Database may solely be conducted by a *Data Submitter(s)* previously designated by the *Legal Responsible Official*, as required in section 5.6 of this General Order.

3.3. Individual Spill Reporting

3.3.1. Draft Category 1 and Draft Category 2 Spill Report

Within three (3) business days of the *Enrollee's* knowledge of a Category 1 and Category 2 *spill*, the *Enrollee* shall submit a Draft Spill Report to the State Water Board. The draft Spill Report must, at minimum, include the following items:

- Contact information: Name and telephone number of *Enrollee* contact person to respond to *spill*-specific questions;
- *Spill* location description and GPS coordinates of known geographical *spill* boundaries;
- Whether the *spill* developed into a direct or indirect (via a *drainage conveyance system*) *discharge* into:
  - A *water of the United States for a Category 1 spill;* or
  - A *water of the State* that is not a water of the United States, *for a Category 2 spill.*
- Description of municipal separate *storm sewer* system or other *drainage conveyance system* transporting the *spill*, as applicable;
- Description of immediate *spill* containment and cleanup efforts;
- Estimate of the *spill* volume;
- Description and GPS coordinates of all *discharge* point(s), as applicable;
- Estimate of the *spill* volume that *discharged* to a *water of the*, or volume that was not recovered from a *drainage conveyance system;*
- Estimate of the *spill* volume recovered;
- *Spill* appearance point(s):
  - Number of appearance points;
  - Asset(s) in which *spill* appeared;
  - GPS coordinates of each *spill* appearance point or attach a sketch to illustrate the geographic location(s) of each *spill* appearance point; and
  - Description and location of *spill* appearance location(s). If a single *sanitary sewer system* failure results in multiple *spill* appearance locations, each appearance point must be described.
- Estimate of the *spill* start date and time;
- Date and time the *Enrollee* was notified of, or self-discovered, the *spill* event;
- Estimate of the operator arrival time; and
- For *spills* greater than or equal to 1000 gallons, include at minimum:
  - The date and time the California Office of Emergency Services was called; and
  - The California Office of Emergency Services control number.

3.3.2. Certified Category 1 Spill Report

Within **15 calendar days** of the *spill* end date, the *Enrollee* shall report a Certified Category 1 Spill Report addressing all reporting requirements in sections 3.1 through 3.3.1 above, and the following items:

- All information provided in Draft Category 1 Spill Report, with verification, or necessary modification based on subsequently acquired information after submittal of draft report;
- Description of the *spill* event destination(s) and GPS coordinates of the furthest reaches of the *spill*;
- Estimate of the *spill* end date and time;
- *Spill* cause(s) (for example, root intrusion, grease deposition, etc.);
- System failure location (for example, main, *lateral*, pump station, etc.);
- The association of the *spill* with a storm event, if applicable;
- Description of how the volume estimations were calculated, including, at minimum:
    - The methodology and type of data relied upon, including supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the *spill discharged*, and the volume of the *spill* recovered (if any volume of the *spill* was recovered); and
    - The methodology and type of data relied upon to estimate the *spill* start time, on-going *spill* rate at time of arrival (if applicable), and the *spill* end time.
- Description of *spill* corrective actions, including at minimum:
    - Local regulatory enforcement action taken against an illicit *discharge* in response to this *spill,* as applicable; and
    - Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated *spill* occurrences at the same *spill* event location, including:
        - Adjusted schedule/method of preventive maintenance;
        - Planned rehabilitation or replacement of sanitary sewer asset;
        - Inspected, repaired asset(s), or replaced defective asset(s);
        - Capital improvements;
        - Documentation verifying immediately implemented system modifications and operating/maintenance modifications;
        - Description of *spill* response activities
        - *Spill* response completion date; and

    - Ongoing investigation efforts, and expected completion date of investigation, to determine the full cause of *spill*.
- Detailed narrative of investigation and investigation findings of cause of *spill*;
- Name and type of water body(s) impacted;
- Public closure, restricted public access, temporary restricted use, and/or posted health warnings due to *spill*:
    - Responsible entity for closing/restricting use of water body; and
    - Number of days closed/restricted as a result of the spill.
- Visual inspection of water body, narrative description, and photographs of impacted water body(s); and
- Water quality sample analysis results.

3.3.3. Technical Report

For any *spill* with a net volume of 50,000 gallons or greater *discharged* into a *water of the State*, within **45 calendar days** of the *spill* end date, the *Enrollee* shall submit a Spill Technical Report as an attachment to the *CIWQS* Certified Spill Report. The Technical Report, at minimum, must include the following information:

- *Spill* Causes and Circumstances, including at minimum:
    - Complete and detailed explanation of how and when the *spill* was discovered;
    - Photographic evidence must document the extent of the *spill*, including but not limited to spill origin, spill flow path, drainage conveyance system entrance and exit, receiving water, field crew response operations, and reveal site conditions after field crew *spill* response operations have been completed;
    - Diagram showing the *spill* failure point, appearance point(s), and ultimate destinations;
    - Detailed description of the methodology and available data used to calculate the *discharge* volume and, if applicable, the recovered *spill* volume;
    - Detailed description of the *spill* cause(s);
    - Copy of original field crew records used to document the *spill*; and
    - Historical maintenance records for the failure location.
- *Enrollee's* response to *spill*:
    - Chronological narrative description of all actions taken by the *Enrollee* to terminate the *spill*;

  - Explanation of how the Sewer System Management Plan Overflow Emergency Response Plan was implemented to respond to and mitigate the *spill*; and
  - Final corrective action(s) completed and/or planned to be completed including a schedule for actions not yet completed.
- Water Quality Monitoring, including at minimum:
  - List of pollutant and parameters monitored, sampled and analyzed; as required in section 2.5.2 of this Attachment;
  - Regulatory agencies receiving sample results (if applicable). If no samples were collected, select either "no water quality samples collected" or "not applicable to this *spill*", and provide a detailed narrative for the reason;
  - Description of all water quality sampling activities conducted including analytical results and evaluation of the results; and
  - Detailed location map illustrating all water quality sampling points and photographs documenting the water quality sampling points.
- Impact(s) of the *spill* including at minimum:
  - Name and contact information of the responsible person(s) conducting impact assessment; and
  - Description of impact assessment to evaluate short- and long-term impact(s) to *beneficial uses* of the surface water.
- Financial Information, including at minimum:
  - Comprehensive Annual Financial Report information:
    - Current assets and liabilities; and
    - Operating revenue and expenses.

3.3.4. Amended Spill Reports

The *Enrollee* shall update or add additional information to a certified Spill Report within **90 calendar days** of the *spill* end date by amending the report or by adding an attachment to the Spill Report in the *CIWQS* Spill Database. The *Enrollee* shall certify the amended report.

After **90 days**, the *Enrollee* shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a Spill Report. The *Legally Responsible Official* shall submit justification for why the additional information was not reported within the Amended Spill Report due date.

3.4. Monthly Reporting

3.4.1. Category 2, Category 3, and Category 4 Certified Spill Report

Within the first day of the second month from the *spill* end date, the *Enrollee* shall report a Certified Spill Report for all Category 2, Category 3 and Category 4 spills addressing all reporting requirements in sections 3.1 through 3.3.1 above, and the following items:

- All information provided in Draft Category 1 Spill Report, with verification, or necessary modification based on subsequently acquired information after submittal of draft report;
- Description of the *spill* event destination(s) and GPS coordinates of the furthest reaches of the *spill*;
- Estimate of the *spill* end date and time;
- *Spill* cause(s) (for example, root intrusion, grease deposition, etc.);
- System failure location (for example, main, *lateral*, pump station, etc.);
- The association of the *spill* with a storm event, if applicable;
- Description of how the volume estimations were calculated, including, at minimum:
    - The methodology and type of data relied upon, including supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the *spill discharged*, and the volume of the *spill* recovered (if any volume of the *spill* was recovered); and
    - The methodology and type of data relied upon to estimate the *spill* start time, on-going *spill* rate at time of arrival (if applicable), and the *spill* end time.
- Description of *spill* corrective actions, including at minimum:
    - Local regulatory enforcement action taken against an illicit *discharge* in response to this *spill,* as applicable; and
    - Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated *spill* occurrences at the same *spill* event location, including:
        - Adjusted schedule/method of preventive maintenance;
        - Planned rehabilitation or replacement of sanitary sewer asset;
        - Inspected, repaired asset(s), or replaced defective asset(s);
        - Capital improvements;
        - Documentation verifying immediately implemented system modifications and operating/maintenance modifications;
        - Description of *spill* response activities
        - *Spill* response completion date; and
        - Ongoing investigation efforts, and expected completion date of investigation, to determine the full cause of *spill*.

- Detailed narrative of investigation and investigation findings of cause of *spill*;
- Name and type of water body(s) impacted;
- Public closure, restricted public access, temporary restricted use, and/or posted health warnings due to *spill*:
  - Responsible entity for closing/restricting use of water body; and
  - Number of days closed/restricted as a result of the spill.
- Visual inspection of water body, narrative description, and photographs of impacted water body(s); and
- Water quality sample analysis results.

3.4.2. Monthly "No-Spills" Certification

If no *spill*s occur during a calendar month, the *Enrollee* shall certify that no *spills* occurred during a specified calendar month, within the first 10 days of the subsequent calendar month.

If a *spill* starts in one calendar month and ends in a subsequent calendar month, and the *Enrollee* has no further *spills* in the subsequent calendar month, the *Enrollee* shall certify "no-spills" for the subsequent calendar month.

If the *Enrollee* has no *spill*s from its systems during a calendar month, but the *Enrollee* notified the Regional Water Board of a *spill* from a private *lateral* or a private system, the *Enrollee* shall certify "no-spills" for that calendar month.

3.5. Annual Report (Previously termed as Questionnaire in Order 2006-0003-DWQ)

By February 1 of each year, the *Enrollee* shall submit a certified *Annual Report* providing the following system-specific updates regarding its *Sewer System Management Plan* implementation and compliance with this General Order. Each Annual Report must address updates to the previous calendar year. The updated *Annual Report* content, as listed below, must be entered directly in *CIWQS*:

- Updated sewer system service area boundaries and system service area (square miles);
- Updated population served;
- Current annual system operation and maintenance budget;
- Current annual system capital expenditure budget;
- Number of system operation and maintenance staff:
  - Entry level (less than two years of experience);
  - Journey level (greater than two years of experience);
  - Supervisory level; and
  - Managerial level.

- Number certification title of the above system operation and maintenance staff certified as a *certified collection system operator* by the California Water Environmental Association (CWEA) or California State University Sacramento - Office of Water Programs, with:
    - Corresponding number of various *certified collection system operator* grade levels (Grade I, II, III, IV, and V).
- *Legally Responsible Official's* active Professional Engineer license number or Certified Collection System Operator certification number*;*
- Updated system information:
    - Miles of system gravity and force mains;
    - Number of upper and lower service *laterals* connected to system (see definition of *laterals* in Attachment A);
    - Estimated number of upper and lower *laterals* owned and/or operated/maintained by the *Enrollee*;
    - Portion of *laterals* that is *Enrollee's* responsibility;
    - Average age the major components of system infrastructure;
    - Number and age of pump stations; and
    - Estimated total miles of the system pipeline not accessible for maintenance.
- Estimated sewer system flow characteristics;
- Name and location of the treatment plant(s) receiving *sanitary sewer system*'s *waste*;
- Name of *satellite sewer system* tributaries;
- Number of gravity sewer above or underground crossings of water bodies throughout system;
- Number of force main (pressurized pipe) above or underground crossings of water bodies throughout system;
- Number of siphons used to convey *waste* throughout the sewer system;
- Miles of sewer system cleaned;
- Miles of sewer system video inspected, or comparable (i.e., video closed-circuit television or alternative inspection methods);
- System Performance Evaluation as specified in section 5.10 of this General Order;
- Description of methodology(ies) and type of data relied upon for estimations of the *spill* volume *discharged* and recovered;
- Major *spill* causes (for example, root intrusion, grease deposition);

- System infrastructure failure points (for example, main, pump station, *lateral*, etc.); and
- Ongoing *spill* investigations.

3.6. Sewer System Management Plan Audit Reporting Requirement

The *Enrollee* shall submit its certified Sewer System Management Plan Audit and other pertinent audit information, in accordance with section 5.11 of this General Order, in *CIWQS* **by March 1 of the calendar year after the end of the 2-year audit period**.

If a Sewer System Management Plan Audit is not conducted as required, the *Enrollee* shall:

- Update *CIWQS* and select the justification for not conducting the Audit; and
- Notify its corresponding Regional Water Quality Control Board (see Attachment F) of the justification for the lapsed requirements.

The *Enrollee's* reporting of a justification for not conducting a timely Audit does not justify non-compliance with this Order. The *Enrollee* shall:

- Submit the late Audit as required in this General Order; and
- Comply with subsequent Audit requirements and due dates corresponding with the original audit cycle.

3.7. Sewer System Management Plan Reporting Requirements

Within every five (5) years from the date of its first submitted Sewer System Management Plan, the *Enrollee* must upload an updated, local Board-approved and certified Sewer System Management Plan to *CIWQS*. If electronic document format or size capacity prevents the electronic upload of the Plan, the *Enrollee* must report an electronic link to its Sewer System Management Plan posted on its own website.

For New *Enrollees*: Within nine (9) months of its Application for Enrollment Approval date, a new *Enrollee* shall submit a local Board-approved and certified Sewer System Management Plan to *CIWQS*. If electronic document format or size capacity prevents the electronic upload of the Plan, the *Enrollee* must provide an electronic link to its Sewer System Management Plan posted on its own website. The due date for subsequent 5-year Plan updates, is five (5) years from the first submittal due date of the new Enrollee's first Sewer System Management Plan.

4. RECORD KEEPING REQUIREMENTS

The *Enrollee* shall maintain records to document compliance with all provisions of this General Order, and previous Order 2006-0003-DWQ as applicable, for each *sanitary sewer system* owned, including any required records generated by an *Enrollee's* contractor(s).

4.1. Record Keeping Time Period

The *Enrollee* shall maintain records listed in this Attachment, and records collected for compliance with this Order, and records collected in accordance with previous Order 2006-0003-DWQ, for a minimum of five (5) years.

4.2. Availability of Documents

The *Enrollee* shall make the records required in this General Order readily available, either electronic or hard copies, for review by Water Board staff during onsite inspections or through an information request.

4.3. Spill Reports

The *Enrollee* shall maintain records for each of the following *spill*-related events:

- *Spill* event complaint, including but not limited to records documenting how the *Enrollee* responded to all notifications of possible or actual *spills*, during and after business hours, including complaints not resulting in *spills*. Each complaint record must, at a minimum, include the following information:
  - Date, time, and method of notification;
  - Date and time the complainant first noticed the *spill*;
  - Narrative description of the complaint, including any information the caller provided on if the *spill* has reached surface waters or a *drainage conveyance system*;
  - Complainant's contact information unless reported anonymously; and
  - Final resolution of the complaint.
- Records documenting the steps and/or remedial action(s) undertaken by the *Enrollee*, using all available information, to comply with this General Order, and previous Order 2006-0003-DWQ as applicable;
- Records documenting how estimate(s) of volume(s) and, if applicable, volume(s) of *spill* recovered were calculated;
- All California Office of Emergency Services notification records, as applicable; and
- Records, in accordance with the Monitoring Requirements, to document water quality monitoring for *spills* in which a net volume of 50,000 gallons or greater reached a surface water.

4.4. Record Keeping per System-specific Reduced Reporting

An *Enrollee* that receives Deputy Director approval of its Reduced Reporting Request per section 5.20 of this General Order (System Specific Reduced Reporting) must maintain records of all Category 4 spill information in accordance with the corresponding Reduced Reporting Request Approval.

4.5. Sewer System Telemetry Records

The *Enrollee* shall maintain the following sewer system telemetry records if used to document compliance with this General Order, and previous Order 2006-0003-DWQ as applicable, including *spill* volume estimates:

- Supervisory control and data acquisition (SCADA) system(s);
- Alarm system(s);
- Flow monitoring device(s) or other instrument(s) used to estimate wastewater levels, flow rates, and/or volumes;
- Computerized maintenance management system records; and
- Asset management-related records.

4.6. Sewer System Management Plan Implementation Records

The *Enrollee* shall maintain records documenting the *Enrollee's* implementation of its Sewer System Management Plan, including critical documents to support its Sewer System Management Plan audits, corrections, modifications and updates to the Sewer System Management Plan.

4.7. Audit Records

The *Enrollee* shall maintain, at minimum, the following records pertaining to its Sewer System Management Plan audits, and other local sewer system program audits:

- Completed audit documents and findings;
- Name and contact information of staff and/or consultants that conducted or involved in the audit;
- Follow-up actions based on audit findings; and
- Financial-related records pertaining to Audit findings.

4.8. Equipment Records

The *Enrollee* shall maintain a log of all owned and leased sewer system cleaning, operational, maintenance, construction, and rehabilitation equipment.

4.9. Work Orders

The *Enrollee* shall maintain record of work order for capital improvement projects and operations and maintenance projects.

4.10. Applicable Regional Water Quality Control Board Basin Plan

The *Enrollee* shall keep a copy of the most recent applicable *Basin Plan* pertaining to all potential *receiving water*s (surface waters and groundwater) of potential system *spill*s.

ATTACHMENT E2 – SUMMARY OF NOTIFICATION, MONITORING, REPORTING AND RECORD KEEPING REQUIREMENTS PER SPILL CATEGORIES

This Attachment provides a summary of notification, monitoring, reporting and recordkeeping requirements, by spill category as defined in section 5 (Specifications) and Attachment E1 of this General Order, for quick reference purposes only. The content in this Attachment is summarized from the detailed reporting requirements in Attachment E1 and provided for summary purposes only.

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Table E2-1 **Spill Category 1:** Spills to Waters of the United States		
Spill Requirement	**Due**	**Method**
Notification	**Within two (2) hours** of the *Enrollee's* knowledge of a Category 1 *spill* discharging or threatening to *discharge* to a *water of the United States:* 1) For Category 1 *spills* of 1000 gallons or greater, notify California Office of Emergency Services and obtain a notification control number; and/or 2) For all Category 1 *spills*, notify the State Water Board through the *CIWQS* spill notification portal.	1) California Office of Emergency Services at: (800) 852-7550 2) https://ciwqs.waterboards.ca.gov in accordance with section 1.1 (Water Board Notifications) of Attachment E1.
Monitoring	• Conduct water quality monitoring • Conduct water quality sampling within **12 hours** of initial notification of a Category 1 *spill* of 50,000 gallons or greater to a *water of the United States*. • Conduct *Spill* Volume Monitoring	In accordance with sections 2.1 through 2.3, and section 3 of Attachment E1.
Reporting of Category 1 Spills	• Submit Draft Spill Report **within three (3) business days** of having knowledge of the *spill*. • Submit Certified Spill Report **within 15 calendar days** of the *spill* end date. • Submit Technical Report **within 45 calendar days** after the *spill* end date for a Category 1 *spill* in which **50,000 gallons or greater** *discharged* to a *water of the United States*. • Submit Amended Spill Reports **within 90 calendar days** after the *spill* end date.	In accordance with section 3.3 and section 3.5 (Individual Spill Report and Annual Report) of Attachment E1.

Table E2-1 **Spill Category 1:** Spills to Waters of the United States		
Spill Requirement	**Due**	**Method**
Record Keeping	Immediately and made available to State and/or Regional Water Board staff upon request.	In accordance with section 4 (Record Keeping Requirements) of Attachment E1.

Table E2-2 **Spill Category 2:** Spills of 1000 Gallons or Greater That Are Not Category 1 Spills		
Spill Requirements	**Due**	**Method**
Notification	**Within two (2) hours** of the *Enrollee's* knowledge of a *spill* discharging or threatening to *discharge* to a *water of the State:* • Notify California Office of Emergency Services and obtain a notification control number; and/or • Notify the State Water Board through the *CIWQS* spill notification portal.	California Office of Emergency Services at: (800) 852-7550 *CIWQS* spill notification portal: https://ciwqs.waterboards.ca.gov in accordance with section 1.1 (Water Board Notifications) of Attachment E1 and Regional Water Board contact information in Attachment F of this Order.
Monitoring	• Conduct monitoring within **12 hours** of initial notification of *spill* to a *water of the State*.	In accordance with sections 2.1 through 2.3, and section 3 of Attachment E1.
Reporting of Category 2 Spills	• Draft Spill Report: Within **three (3) business days** of having knowledge of the *spill.* • Within the first day of the second month from the *spill* end date, submit Monthly Certified Spill Report, as applicable. • Submit Amended Spill Reports **within 90 calendar days** after the *spill* end date,	In accordance with section 3.3.1. (Draft Spill Report), and section 3.4 (Monthly Report) of Attachment E1.
Record Keeping	Immediately and made available to State and/or Regional Water Board staff upon request.	In accordance with section 4 (Record Keeping Requirements) of Attachment E1.

Table E2-3 **Spill Category 3 and Category 4:** Spills less than 1000 Gallons and Not Category 1 Spills		
Spill Requirements	**Due**	**Method**
Notification	Notify the State Water Board through the *CIWQS spill* notification portal	https://ciwqs.waterboards.ca.gov
Monitoring	*Spill* Volume Observatory Monitoring	In accordance with sections 2.2 through 2.3, and section 3 of Attachment E1.
Reporting of Category 3 and Category 4 Spill Reports	• Within the first day of the second month from the *spill* end date, submit Monthly Certified Spill Report, as applicable • Submit Amended Spill Reports **within 90 calendar days** after the *spill* end date	In accordance with section 3.4 (Monthly Report) of Attachment E1.
Record Keeping	Immediately and made available to State and/or Regional Water Board staff upon request	In accordance with section 4 (Record Keeping Requirements) of Attachment E1.

Table E2-4 ***Private Lateral or Private System Spills*** (Non-Enrollee Ownership or Responsibility) per section 5.11.3. and 5.11.4. of this General Order		
Spill Requirements	**Due**	**Method**
Notification	Within two (2) hours of becoming aware of a *Private Lateral/System Waste Spill*, the *Enrollee* shall report all *private lateral/system waste spills* that: • Are equal or greater than 1000 gallons, **or** • Result in a *discharge* to a *water of the United States*, **or** • Flow into a municipal separate *storm sewer* system or other *drainage conveyance system*, that is not fully captured, and *discharges* to a *water of the United States*.	Notify Applicable Regional Water Quality Control Board (See Attachment F for contact information)
Voluntary Notification and Voluntary Reporting	• Voluntary notification to the California Office of Emergency Services for *spills* of 1000 gallons or greater • Voluntary Reporting to the CIWQS	• California Office of Emergency Services at: (800) 852-7550 (See section 5.16 of this General Order) • CIWQS Database Homepage Link (See section 5.15 and 5.16 of this General Order)
Monitoring	Not Applicable	
Reporting	Not Applicable	
Record Keeping	Not Applicable	

Table E2-5 **Category 4 Spills with Approved System-Specific Reduced Reporting** per section 5.7 of this General Order		
Spill Requirements	**Due**	**Method**
Notification	Voluntary Notification of *Spills* from Privately-Owned Laterals and/or Systems to the California Office of Emergency Services	California Office of Emergency Services at: (800) 852-7550
Monitoring	*Spill* and *Discharge* Volume Observatory Monitoring	In accordance with sections 2.2 through 2.3, and section 3. of Attachment E1.
Reporting	Submit all spill information in *Annual Report*	In accordance with section 3.5 of Attachment E1.
Record Keeping	Immediately and made available to State and/or Regional Water Board staff upon request	In accordance with: • Section 4 (Record Keeping Requirements) of Attachment E1, and • Deputy Director System-specific Reduced Reporting Approval Letter.

ATTACHMENT F – REGIONAL WATER QUALITY CONTROL BOARD CONTACT INFORMATION

This Attachment provides a map, list of counties and contact information to assist *Enrollees* in identifying the corresponding Regional Water Quality Control Board office, for all Regional Water Board notification requirements in this General Order.



Region 1 -- North Coast Regional Water Quality Control Board:
Del Norte, Glenn, Humboldt, Lake, Marin, Mendocino, Modoc, Siskiyou, Sonoma, and Trinity counties.

NorthCoast@waterboards.ca.gov or (707) 576-2220

Region 2 -- San Francisco Regional Water Quality Control Board:
Alameda, Contra Costa, San Francisco, Santa Clara (north of Morgan Hill), San Mateo, Marin, Sonoma, Napa, Solano counties.

XXXX@waterboards.ca.gov or (510) 622-2300

Region 3 -- Central Coast Regional Water Quality Control Board:
Santa Clara (south of Morgan Hill), San Mateo (southern portion), Santa Cruz, San Benito, Monterey, Kern (small portions), San Luis Obispo, Santa Barbara, Ventura (northern portion) counties.

centralcoast@waterboards.ca.gov or (805) 549-3147

Region 4 -- Los Angeles Regional Water Quality Control Board:
Los Angeles, Ventura counties, (small portions of Kern and Santa Barbara counties).

RB4-SSSWDR@waterboards.ca.gov or (213) 576-6600

Region 5 -- Central Valley Regional Water Quality Control Board:

Rancho Cordova (Sacramento) Office: Colusa, Lake, Sutter, Yuba, Sierra, Nevada, Placer, Yolo, Napa, (N. East), Solano (West), Sacramento, El Dorado, Amador, Calaveras, San Joaquin, Contra Costa (East), Stanislaus, Tuolumne counties.

CentralValleySacramento@waterboards.ca.gov or (916) 464-3291

Fresno Office: Fresno, Kern, Kings, Madera, Mariposa, Merced, and Tulare counties, and small portions of San Benito and San Luis Obispo counties.

CentralValleyFresno@waterboards.ca.gov or (559) 445-5116

Redding Office: Butte, Glen, Lassen, Modoc, Plumas, Shasta, Siskiyou, and Tehama Counties.

CentralValleyRedding@waterboards.ca.gov or (530) 224-4845

Region 6 -- Lahontan Regional Water Quality Control Board:

Lake Tahoe Office: Modoc (East), Lassen (East side and Eagle Lake), Sierra, Nevada, Placer, El Dorado counties.

XXXX@waterboards.ca.gov or (530) 542-5400

Victorville Office: Alpine, Mono, Inyo, Kern (East), San Bernardino, Los Angeles (N/E corner) counties.

XXXX@waterboards.ca.gov or (760) 241-6583

Region 7 -- Colorado River Regional Water Quality Control Board:

Imperial county and portions of San Bernardino, Riverside, San Diego counties.

XXXX@waterboards.ca.gov or (760) 346-7491

Region 8 -- Santa Ana Regional Water Quality Control Board:

Orange, Riverside, San Bernardino counties.

XXXX@waterboards.ca.gov or (951) 782-4130

Region 9 -- San Diego Regional Water Quality Control Board:

San Diego county and portions of Orange and Riverside counties.

SanDiego@waterboards.ca.gov or (619) 516-1990

End of Order 202X-XXXX-DWQ

Prepared for:
City of Gardena Public Works Department

SEWER MASTER PLAN 2021



PROPOSAL | September 2021

carollo
Engineers...Working Wonders With Water®

carollo
Engineers...Working Wonders With Water®

707 Wilshire Boulevard, Suite 3920, Los Angeles, California 90017
P. 213.489.1587 F. 213.572.0361

September 20, 2021

Jun De Castro, Associate Engineer
City of Gardena
Department of Public Works Engineering Division
1717 West 162nd Street
Gardena, CA 90247

Subject: Proposal for the Sewer Master Plan 2021

Dear Mr. De Castro:

The Sewer Master Plan 2021 project will provide the City of Gardena (City) with strategic guidance for reliable and cost-effective wastewater service through ultimate build-out conditions. As demonstrated in our proposal, Carollo brings the depth and breadth of experience that is a direct match to your project needs. We can meet your schedule and our approach provides the following benefits:

Success Delivered Through Proven Project Leadership. Our team has proven their ability to develop dozens of master plans and condition assessment that not only meet our clients' needs, but develop creative, cost-effective solutions that address challenges similar to your own. Our team, led by Ryan Orgill and Inge Wiersema, has collectively completed more than 300 master plans and hydraulic modeling projects, several in the local region, including for the Cities of Torrance and Chino Hills.

Confidence Built Upon a Customized Project Approach. We have developed an approach that tailors our wastewater modeling and condition assessment expertise to your specific needs. Our modeling approach focuses on robust flow monitoring, model accuracy, and the development of creative solutions to utilize available system capacity and minimize capital improvement costs. In addition, we will efficiently perform CCTV and manhole inspection of your sewer system and integrate proposed recommendations into a phased replacement plan that meets your budget. Results from field condition assessment will also be incorporated into the replacement planning so that the City has a guide to address aging infrastructure.

Creative Solutions focused on Redundancy and Optimization. We pride ourselves in developing creative solutions that help our clients provide redundancy and optimization to system operations. We are focused on helping system operators mitigate risk, and plan for the unknown. We look forward to the opportunity to provide similar solutions to your City.

Carollo has reviewed the City's contract and have minor comments that we would like to discuss upon selection. If you have any questions about this proposal, please contact Ryan Orgill at 559-284-5451 or rorgill@carollo.com.

Sincerely,

CAROLLO ENGINEERS, INC.

Inge Wiersema, PE, ENV SP
Principal-in-Charge/Vice President

Ryan F. Orgill, PE
Project Manager/Associate Vice President

IW/RFO:alh

REQUIRED INFORMATION

IDENTIFICATION OF FIRM
Carollo Engineers, Inc.
707 Wilshire Boulevard, Suite 3920
Los Angeles, CA 90017
P: 213-489-1587

LEGAL BUSINESS STATUS
Carollo is a Corporation.

MINORITY STATUS
Carollo is an Other Business Enterprise (OBE).

FIRM OWNERSHIP
Carollo is a privately held Delaware corporation solely owned by 50 shareholders who are all full-time employees of the firm. A select group of shareholders forms the Board of Directors and they govern the company.

YEARS IN BUSINESS
Carollo was founded in 1933 and has been operating for 88 years.

WATER
OUR FOCUS
OUR BUSINESS
OUR PASSION



Firm Overview

Founded in 1933, Carollo's engineering team has grown to include more than 1,100 employees in 48 offices throughout the United States. All our work is in water, resulting in a level of understanding of key wastewater collection system planning issues that few can match.

CAROLLO ENGINEERS, INC.

Carollo is a full-service, environmental engineering firm that has been exclusively providing water and wastewater services for 88 years across the U.S. In fact, we are the largest firm in the country that is 100 percent focused on water engineering solutions. Carollo is nationally recognized for technical excellence and the ability to offer advanced solutions that are practical, affordable, and reliable. Our clients count on us to help them address collection system challenges and to navigate the increasing complexities of planning capital programs and mitigating SSO risk.

Wastewater Collection System Planning

Carollo is a leader in sewer system master/management planning, including sewer collection system hydraulic modeling and sewer system management plans (SSMPs), because we take a comprehensive approach to meeting these challenges. We have completed more than 100 sanitary sewer master plans in the last 15 years, each customized to our clients' individual needs. We provide a variety of services to help our clients plan for system maintenance, and plan timely expansions that are properly sized to accommodate growth. Our focus includes:

- Developing realistic growth projections for use in collection system capacity evaluations.
- Identifying and quantifying I/I and determining the best approach regarding mitigation of identified system inefficiencies.
- Developing and maintaining up-to-date collection system hydraulic models.
- Identifying capital improvements to provide for system expansion while optimizing the life of existing collection system assets.
- Balancing capital improvements and maintenance programs to maximize taxpayer investment and provide the level of service that ratepayers expect.

In addition, Carollo brings a thorough understanding of sanitary sewer system inspection and condition assessment technologies and rating systems. We have provided sanitary sewer inspection, condition assessment, and R&R engineering services for more than 700 miles of sewer assessment, rehabilitation, and design, with pipe sizes reaching 120 inches in diameter. Our wastewater conveyance experts include NASSCO certified staff and trainers.

WHY SELECT CAROLLO?

Success Delivered Through Proven Project Leadership. Our team has proven their ability to develop dozens of master plans and condition assessments.

Confidence Built Upon a Customized Project Approach. We have developed an approach that tailors our wastewater modeling and condition assessment expertise to your specific needs.

Creative Solutions focused on Redundancy and Optimization. We are focused on helping system operators mitigate risk, and plan for the unknown.



Project Organization

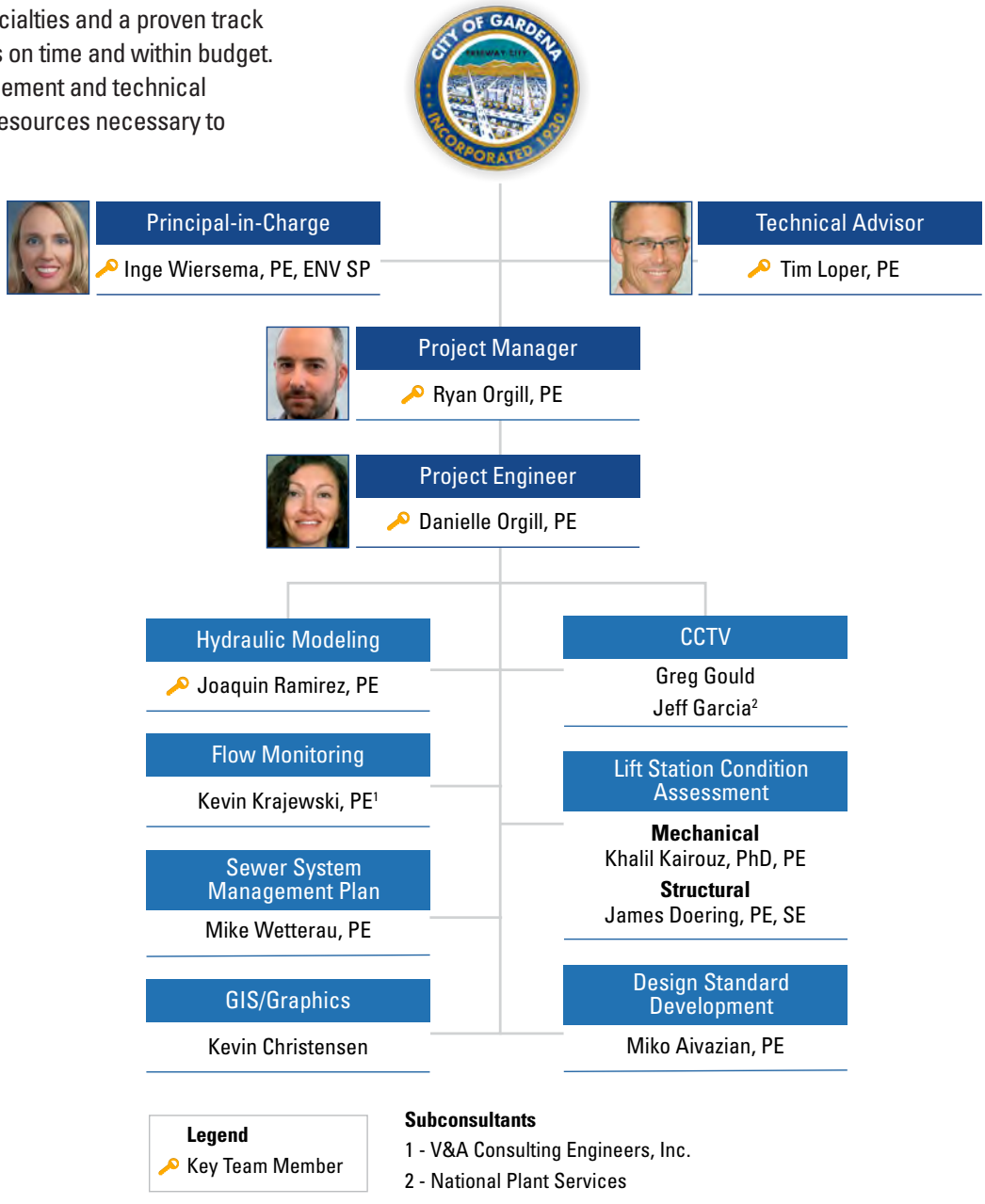
A Team You Can Trust. Nothing is more important to the success of your project than the qualifications and experience of your engineering team. Simple, one-size-fits-all solutions will not meet your expectations for a thorough evaluation, sound recommendations, and quality hydraulic models to address your project needs. You need a team of specialists.

YOUR PROJECT TEAM

Our singular focus on water helps us attract and retain professionals with a passion for solving the toughest water-related challenges across the country. These individuals offer strength in their core technical specialties and a proven track record of delivering similar projects on time and within budget. Your project will receive the management and technical expertise, personal attention, and resources necessary to make it a success.

We have combined Carollo's local and national resources to assemble the right team of individuals with specialized expertise in wastewater master planning and financial assistance. Our team will provide you with a technically sound, comprehensive, and fundable Master Plan to guide future expenditures and deliver multiple benefits for every project.

Our project team is shown in the adjacent organizational chart. On the following pages we provide in our key team's qualifications, experience, responsibilities, and office location. Resumes for all team members are provided in an appendix.



KEY TEAM MEMBERS



Inge Wiersema, PE, ENV SP

Principal-in-Charge

Los Angeles, CA

Inge is an environmental engineer with 26 years of experience and serves as Carollo's national One Water Director and Water Resources Practice Lead. She is specialized in strategic utility master planning and water resources projects and has been involved in more than 150 master planning and hydraulic modeling projects for water, recycled water, wastewater, and stormwater systems in Southern California. She also brings experience with stakeholder engagement, groundwater management plans, watershed management plans, urban water management plans, and water supply studies. As a hands-on principal-in-charge, Inge will be responsible for providing technical input when needed, maintaining the project resource levels, overall QA/QC, and making sure the City's needs are met.

Her relevant experience includes:

- Principal-in-charge for the Sewer Master Plan and SSMP for the City of Torrance, CA.
- Project manager for the Integrated Water Wastewater Resources Management Plan for the City of South Pasadena, CA.
- Project manager for the 2015 Comprehensive Facilities Master Plan for the Padre Dam Municipal Water Department, CA.
- Project manager for the Wastewater Master Plan and SSMP for the Elsinore Valley Municipal Water District, CA.



Ryan Orgill, PE

Project Manager

Reno, NV

Ryan brings 17 years of experience dedicated specifically to infrastructure master planning projects and is Carollo's company-wide lead for sewer system modeling, calibration, and system analysis. He developed Carollo's means and methods for sewer system planning that have been adopted company-wide and is an expert in delivering projects that incorporate all critical elements of collection system capital program needs. Ryan has worked with both Inge Wiersema and Tim Loper on more than 20 master planning projects. As project manager, Ryan will serve as your primary point of contact throughout the project; he will carefully listen to your staff to understand your needs, drivers, and preferences, and will incorporate these concepts into the project to develop a plan that is accurate, robust, and flexible enough to address current and future needs.

His relevant experience includes:

- Project manager for the Sewer Master Plan ans SSMP for the City of Scotts Valley, CA.
- Project manager for the Citywide Wastewater Master Plan for the City of Chino Hills, CA.
- Project engineer for the Sewer Master Plan and SSMP for the City of Torrance, CA.
- Project manager for the 2020 Master Plan Update for Padre Dam Municipal Water District, CA.



Tim Loper, PE

Technical Advisor

Reno, NV

Tim is Carollo's Infrastructure Master Planning Services Lead and has been working for the past 20 years exclusively on master planning, modeling, and asset management projects. Tim has served as project manager and/or project engineer for more than 90 water, wastewater, stormwater and/or recycled water master plans and modeling projects, with a focus on helping agencies develop capital improvement programs that help prioritize rehabilitation and replacement projects, as well as integrate capital with inspection and funding prioritization. Tim brings a pair of fresh eyes to the work we deliver to you as he is not involved in any of the project tasks. He will conduct technical reviews at all critical milestones according to Carollo's Best Management Practices.

His relevant experience includes:

- Technical advisor and collection system lead for the Comprehensive Wastewater Master Plan for the City of Riverside, CA.
- Project manager for the Sewer Master Plan and SSMP for the City of Torrance, CA.
- Quality control engineer for the Water and Wastewater Master Plan for the City of Banning, CA.
- Quality control engineer for the Comprehensive Facilities Master Plan for Padre Dam Municipal Water District, CA.



Danielle Orgill, PE

Project Engineer

Reno, NV

Danielle has eight years of experience in infrastructure design, modeling, and planning and has assisted with master planning and evaluation studies for sewer systems. She also has experience in data management, analysis, hydraulic modeling, and GIS. Danielle has worked with this same team on numerous master planning projects throughout Southern California, including the Torrance Sewer Master Plan and the Chino Hills Citywide Wastewater Master Plan. Danielle will serve as project engineer and will, along with Ryan, oversee the technical direction of the project team.

Her relevant experience includes:

- Project engineer for the Citywide Wastewater Master Plan Update for the City of Chino Hills, CA.
- Project engineer for the Sanitary Sewer Master Plan Update for the City of Pinole, CA.
- Project engineer for the Wastewater Collection System Master Plan Update for the Vallejo Flood and Wastewater District, CA.
- Modeler for the Sewer Master Plan and SSMP for the City of Torrance, CA.



Joaquin Ramirez, PE

Hydraulic Modeler

Fresno, CA

Joaquin has seven years of experience in hydraulic modeling, master planning, and GIS. His experience includes performing hydraulic analysis for similar master planning efforts, including hydraulic modeling and demand and fire flow analysis. He has developed and performed hydraulic modeling for clients across the nation with trusted, credible results. Joaquin will provide hydraulic modeling expertise for the project.

His relevant experience includes:

- Hydraulic modeling engineer for the Wastewater Collection System Master Plan for the City of Modesto, CA.
- Project engineer for the Wastewater Collection System Hydraulic Model Update for the City of Fresno, CA.
- Project engineer for the Integrated Master Plan for the City of Banning, CA.

SUBCONSULTANTS

V&A Consulting Engineers

Flow Monitoring

11011 Via Frontera, Suite C, San Diego, CA 92127
P: 858-576-0226

V&A is a multi-disciplined engineering organization specializing in evaluating, rehabilitating, and preserving municipal infrastructure in the water, wastewater, and transit industries. V&A has supported municipalities and agencies in managing their water and wastewater collection systems and mitigating sanitary system overflows. They have completed more than 100 sanitary and stormwater flow monitoring projects in the past five years alone in support of master planning studies, totaling more than 1,200 flow monitoring locations. Carollo has worked with V&A, and specifically with Kevin Krajewski, on more than 50 sewer planning and modeling projects within the last 10 years, including the City of Torrance Sewer Master Plan, the City of Chino Hills Citywide Wastewater Master Plan Update, and the West County Wastewater District's District-Wide Master Plan.

National Plant Services

CCTV/Pipeline Inspection

1461 Harbor Avenue, Long Beach, CA 90813
P: 562-436-7600

NPS is a full-service sewer and storm drain cleaning, inspection, rehabilitation, and maintenance contractor. They have been providing these services to cities, counties, sanitation districts, and contractors since 1981. NPS owns all the equipment and employs all the personnel to perform the work necessary to meet the specifications and requirements for an agency. In addition to cleaning and inspection, NPS provides laser inspection, sonar inspection, LiDAR inspection, flow monitoring/sewer studies, industrial plant cleaning, specialty cleaning/mechanical cleaning, smoke testing, line grouting, spot repairs, lateral lining from the mainline, and top hats (lateral seals). Local clients include the City of Los Angeles, City of Alhambra, Los Angeles County Public Work, and Los Angeles County Flood Control.



Project Understanding, Approach, and Methodology

The Carollo Team is prepared to deliver a Sewer System Master Plan 2021 (SMP), update the Sewer System Management Plan (SSMP), and Sewer Design Manual for the City. Your goals include developing a comprehensive hydraulic model of the sewer system, evaluating future projects/developments to confirm system capacity, and developing a prioritized Capital Improvement Program (CIP) plan. Our team will deliver!

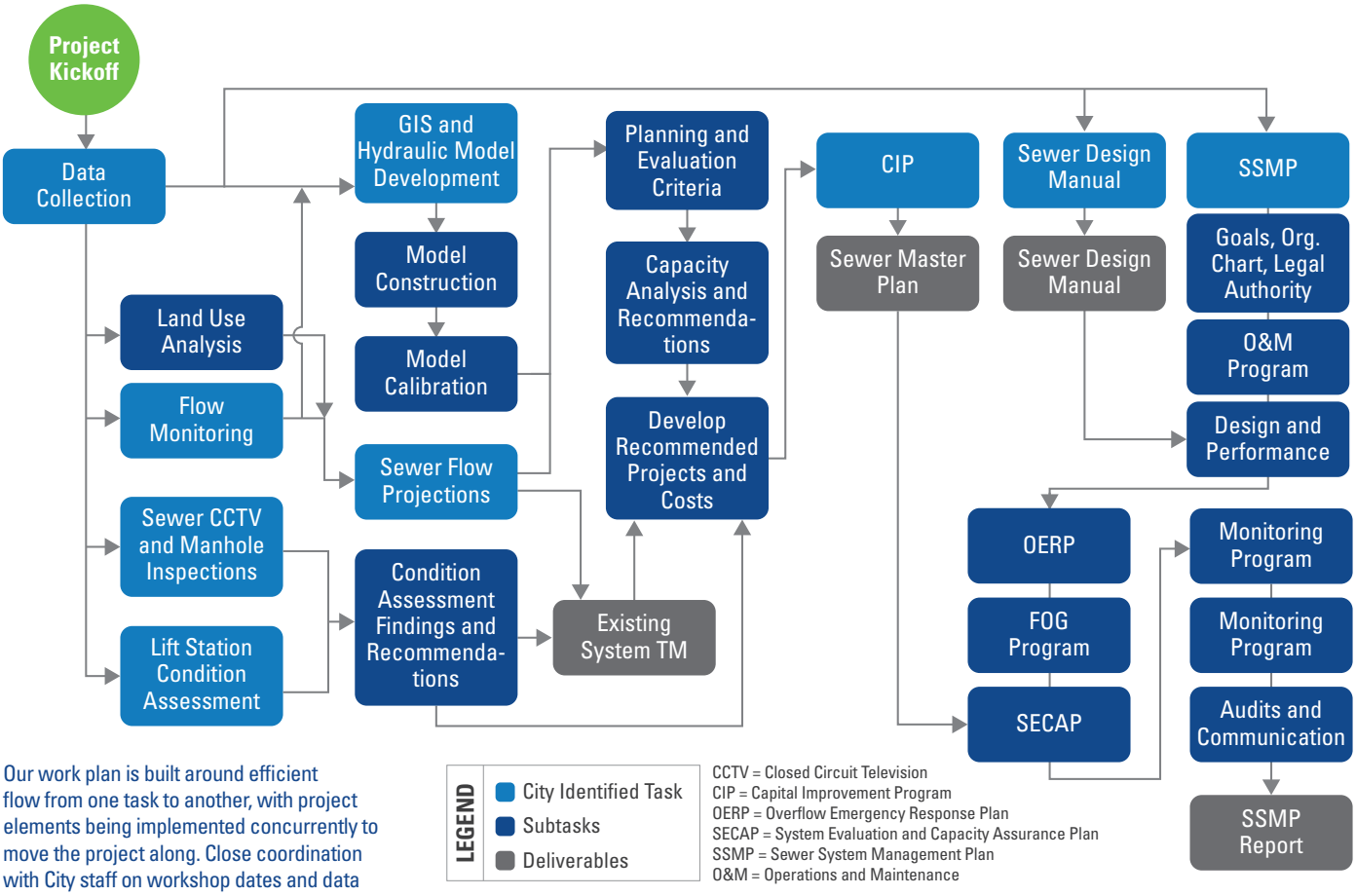
PROJECT UNDERSTANDING

The City is seeking to develop a comprehensive program for the planning and maintenance of the City's sewer collection system, which builds off the City's previous efforts. The project approach needs to focus on efficient spending of City funds to gain maximum knowledge to guide City capital projects, while at the same time developing a Sewer Design Manual document and SSMP that provides regulatory compliance.

The City provides sewer service to customers within their current City limits. Flows are conveyed through the City's collection system to an interceptor system operated by the Los Angeles County Sanitation District (LACSD). Wastewater treatment is provided by LACSD. The City has completed closed circuit television (CCTV) inspection of the majority (80 miles) of its collection system pipelines, and in general, the system is in good shape. 8 miles of sewer mains still need to be inspected.

PROJECT APPROACH AND METHODOLOGY

This project offers up some challenges and opportunities for the City. After thinking about the project objectives and developing the project Work Plan shown below, Carollo



Our work plan is built around efficient flow from one task to another, with project elements being implemented concurrently to move the project along. Close coordination with City staff on workshop dates and data collection will be critical for success.

CCTV = Closed Circuit Television
CIP = Capital Improvement Program
OERP = Overflow Emergency Response Plan
SECAP = System Evaluation and Capacity Assurance Plan
SSMP = Sewer System Management Plan
O&M = Operations and Maintenance

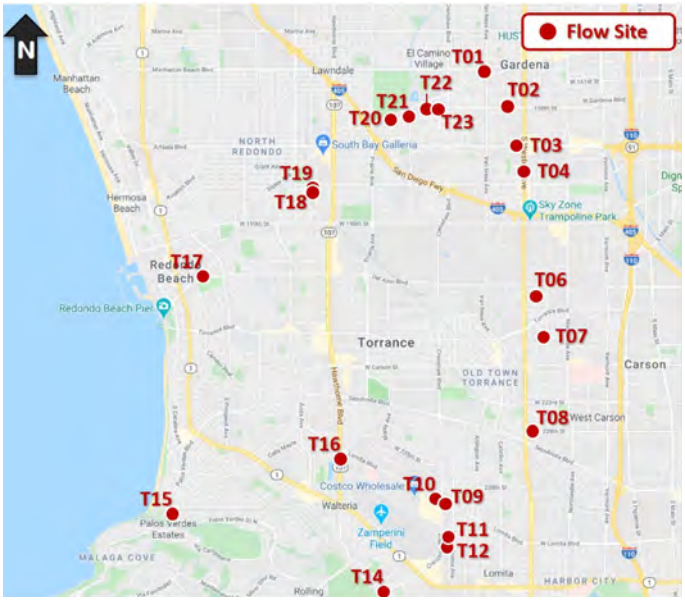
has identified multiple areas of focus that are key to project success. These success factors are:

- Development of an accurate and reliable hydraulic model the provides confidence in CIP recommendations.
- Robust and cost-effective pipeline and manhole inspections.
- Conducting a rigorous lift station inspection to identify key aspects of pump station condition that present the highest risk to the City.
- Developing a comprehensive CIP that mitigates the City's risk while meeting regulatory drivers.

These elements play into each other, and successful completion of each fuels greater confidence in the following steps. Carollo's experience and understanding of the complexities of collection system planning can make a highly complex problem efficient and intuitive to complete. We highlight our approach to these focus areas below and on the following pages.

Carollo's "Just-in-Time" flow monitoring approach results in cost-effective capture of solid dry and wet weather flow data.

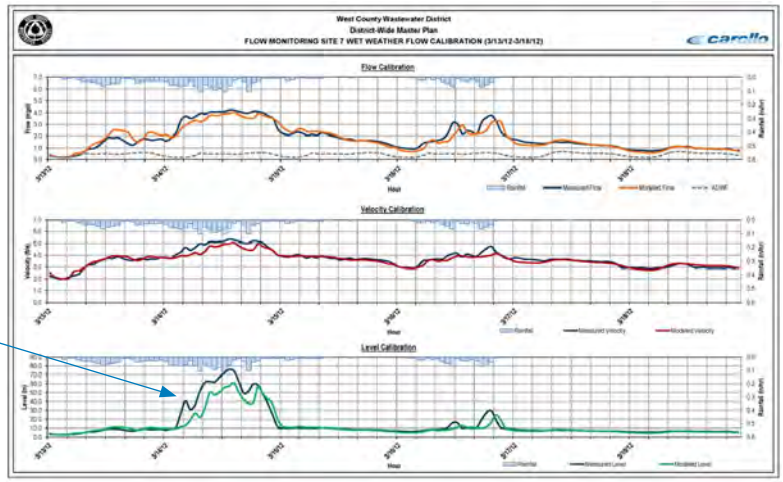
For sewer system hydraulic modeling projects, the flow monitoring program is the most critical element to building confidence in modeling recommendations. We can't control the weather, but we can maximize the chances for capturing significant wet weather flow data with a solid plan. Carollo has a unique relationship with our flow monitoring partner, V&A Consulting Engineers (V&A). Throughout the past 15 years, Carollo has developed our Just-in-Time approach to capturing wet weather flow monitoring data. At the beginning of the wet weather season, Carollo/V&A and the City will determine flow monitoring sites, perform field reconnaissance on the proposed meter location, and acquire all necessary permits. We then continuously monitor the weather forecast to determine the optimal timing for meter deployment. For a system the size of Gardena, V&A can deploy meters within a matter of days. Carollo used this same approach for the City of Torrance, and we were able to capture flow data from one of the only significant storms during the 2019/2020 rainy season. Due to our proven success in utilizing this approach in the past, we should only need flow meters in the ground for one month, which provides a significant savings of roughly $40,000 to the City compared to the proposed two or three months as outlined in the RFP without compromising the risk of not capturing a significant wet weather event.



Carollo captured wet weather flow monitoring data, including a 2-year return interval storm, that was from one of the only significant storm events during the 2019/2020 rainy season for the City of Torrance using our "Just-in-Time" flow monitoring approach.

Industry leading model construction and calibration approach provides confidence in Capital Project recommendations.

Developing a reliable and defensible modeling tool requires developing an accurate representation of the collection system facilities in the model, and calibrating the model to a



Surcharge Event Captured During Level Calibration

Level calibration was critical for analysis of West County Wastewater District's system. Without matching flow levels on the downstream end of the system, the analysis would have neglected the significant surcharge event that ended up being the driver for many of the system improvements. Because level is the determining factor in the identification of deficiencies and improvement sizing, it is paramount to get it right during model calibration.

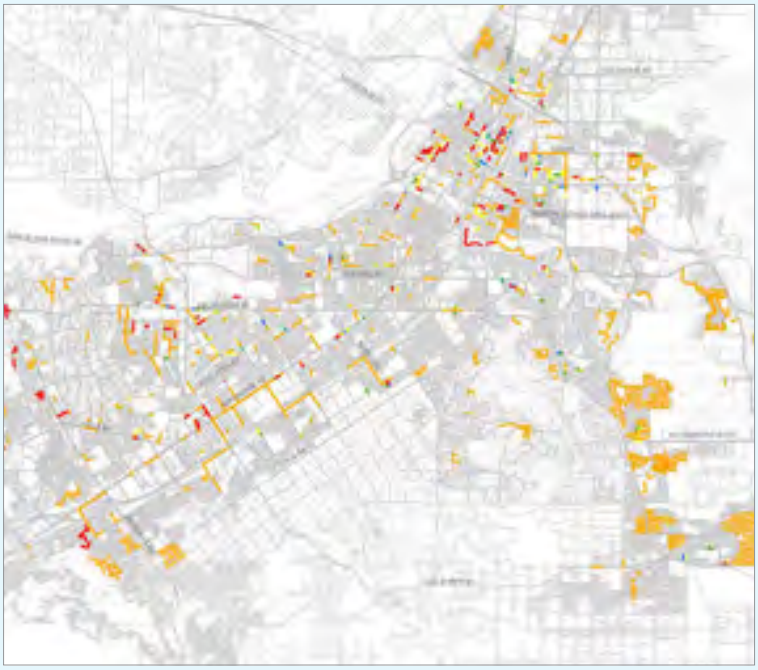
high level of confidence. Carollo will incorporate all available information needed to construct the model, including the City's sewer system mapping data (developed in CAD), as-built drawings, and other readily available information, such as manhole depth measurements, to develop the model. We also understand that the City has previously developed an 2008 H2OMap Sewer hydraulic model in 2008. Assuming this model is available, we will leverage the City's investment by streamlining the model development process with this existing tool.

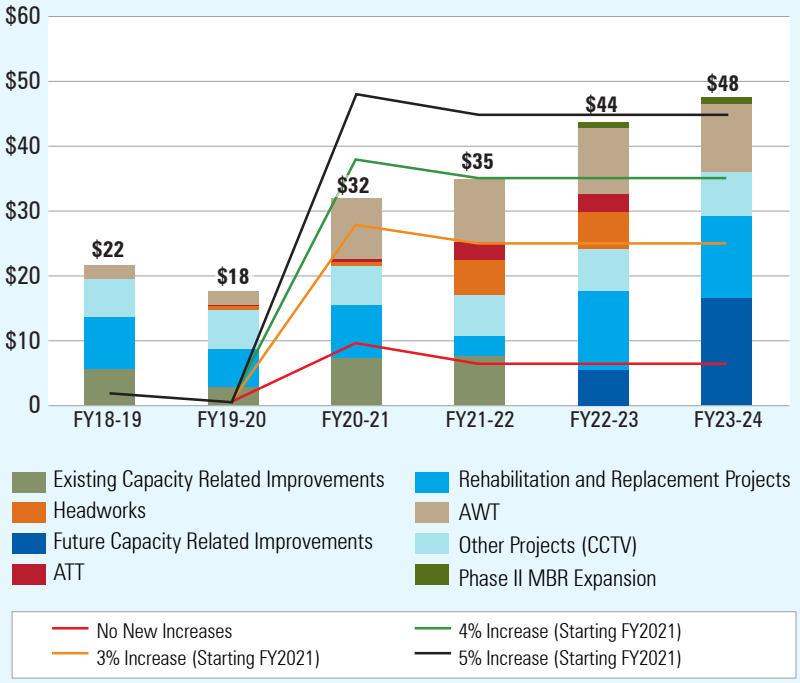
The most important element of model development is calibration, and not only calibration to flow, but calibration to the hydraulic gradeline (level in the pipe). Pipeline capacity analysis, and improvement sizing is based on level in the pipe, not just flow. **Carollo is one of the only consulting firms to make level calibration a standard element of model development, which is one of the most important factors contributing to model accuracy and proper improvement sizing.**

Targeted CCTV and manhole inspection provides a solid basis for rehabilitation and repair recommendations while minimizing project costs.

The City has previously completed CCTV inspections for 80 miles of the City's 88 miles of collection system pipes utilizing NASSCO's PACP scoring system. Inspection of the remaining 8 miles is needed to provide a comprehensive understanding of system pipeline condition. Additionally, the City would like to conduct manhole inspections as part of this project. CCTV and manhole inspections are time consuming and costly endeavors. The City has 2,080 manholes in the system currently, which have not been inspected to date.

We recognize that inspection of all 2,080 manholes in the City is a significant undertaking, which will require a significant amount of coordination between City staff and the project team. For this reason, Carollo is recommending a phased approach to the inspections. The first phase would include the manholes associated with the 8 miles of sewers that will be CCTV inspected (roughly estimated to be 140 manholes). This provides cost savings to the City as the manhole and pipeline inspections would be conducted concurrently. The second phase of the manhole inspections would be conducted at a later date, and would include the remaining 1,940 manholes in the City. This could be conducted as part of this project, or deferred to a later date at the discretion of the City.





Carollo helped the City of Riverside develop a prioritized CCTV inspection program based on a number of factors. We developed a plan to spread inspection spending over the five-year program to distribute costs and allow for reprioritization based on current year inspection results.

A collaborative multi-disciplined team drives identification of meaningful risk during the lift station condition assessment.

Carollo is solely focused on water, and our company is built around specialist within the water industry that are experts in their respective area of the water practice. We leverage that experience and expertise for lift station condition assessments by bringing specific experts to inspect your lift stations for defects in mechanical, electrical, structural, and overall conditions related to code violations and other factors. Pulling in expert opinions provides the most efficient way to reach meaningful recommendations.

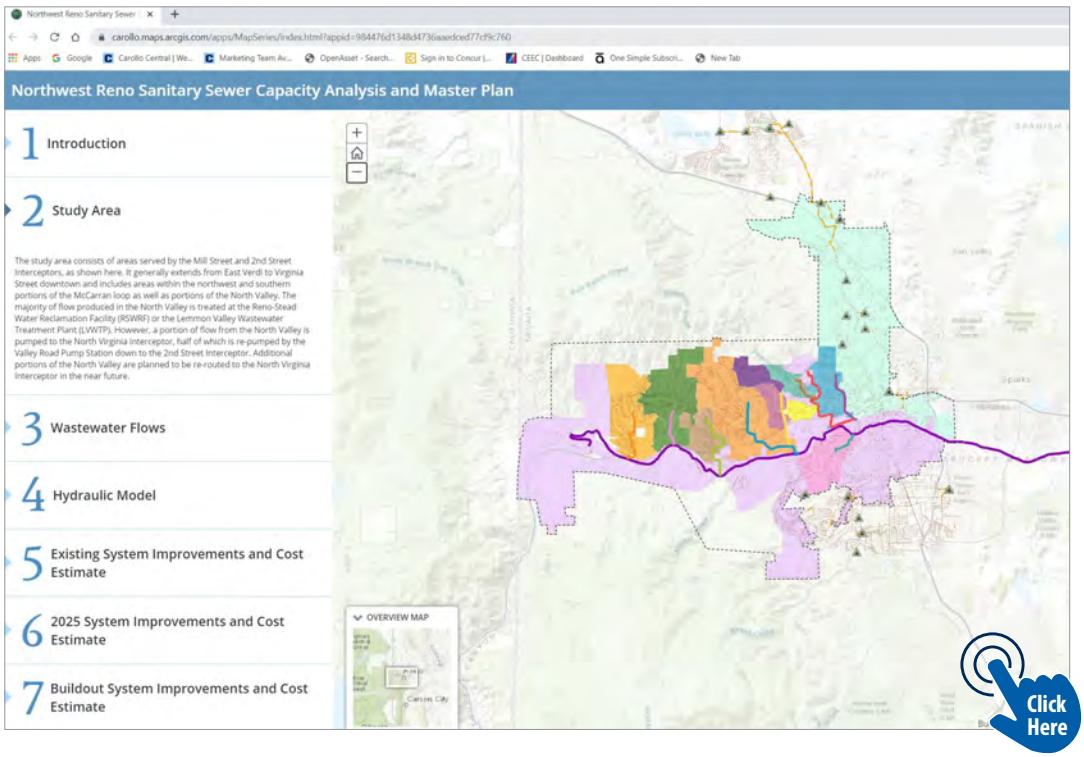


Carollo's multi-discipline approach helped Contra Costa Sanitary District (CCCSD) and the City of Riverside develop meaningful recommendations for lift station upgrades. CCCSD is currently implementing many of the recommendations that were included in their master plan report.

Carollo's electronic deliverables provide an easy way to communicate CIP recommendations to project stakeholders.

A hard copy SMP report format has some utility, because it is often helpful to have all the master plan information consolidated in one place. However, the standard hard copy master plan leaves much to be desired when it comes to updates that are necessary to reflect ever-changing drivers and implementation assumptions.

Carollo's electronic master planning tools put your entire system at your fingertips. All of the requisite information for project implementation—cost, project need/driver(s), project priority—is linked so that it can be easily accessed through GIS. But more important for you as the end user, input data, including cost, timing/phasing, and priority for implementation, can be easily adjusted such that the entire CIP is automatically reset. Carollo's electronic deliverable would supplement the hard copy SMP and provides superior flexibility as a planning and financial tool, particularly over the course of a long CIP time horizon, during which any number of variables can change, resulting in a need to update project implementation schedules and cash flow projections.



Story Maps provide a fun and interactive summary of project improvements by location. For the majority of the time a master plan sits on the shelf, but this tools allows your team to quickly pan around and locate projects with details that are tailored to your specific needs! As shown, Carollo has used this tool on similar projects, such as the Northwest Reno Sanitary Sewer Capacity Analysis and Master Plan.



Scope of Work

TASK 1 // DATA COLLECTION AND MEETINGS

Carollo will prepare for and attend a project kickoff meeting to discuss project objectives and data needs for the project. Carollo will gather, collect, and examine all data supplied by the City, which is assumed to include electronic copies of as-built drawings, past video inspections, maintenance records, the previous H2OMap Model, the City's sewer system utility map sets in CAD, land use, and other pertinent data in GIS. Through this task, Carollo will develop a thorough understanding of the City's wastewater collection system, including the operation and maintenance practices, existing and anticipated land uses and population within the City.

In addition to the kickoff meeting, this task includes up to five (5) additional project meetings.

Assumptions: Meetings will be virtual.

Deliverables: Data Collection List.

TASK 2 // SEWER CCTV SURVEY

The Carollo/National Pipe Services Team will conduct Closed Circuit Television (CCTV) inspection of approximately 8 miles of sewer mains not covered in the City's most recent CCTV inspection round. The system will be inspected for general construction, condition and evidence of inflow, infiltration or surcharging. Pipe conditions in accordance with the National Association of Sewer Service Company's (NASSCO) Pipeline Assessment and Certification Program (PACP).

We will document all observed substantial infiltration and inflow and critical structural damage or blockages, and provide corrections to the sanitary sewer system drawings, as appropriate.

Deliverables: CCTV inspection results and reports, CCTV and Manhole Inspection Findings Technical Memorandum (TM).

TASK 3 // MANHOLE INSPECTION

There are approximately 2,080 sewer manholes within City limits. As part of this task, the Carollo/National Pipe Service Team will inspect the manholes associated with the 8-miles of pipe included in Task 2 (roughly estimated to be approximately 140 manholes) for general construction, condition and evidence of inflow, infiltration and surcharging. Manhole conditions will be documented in accordance with the NASSCO Manhole Assessment and Certification Program (MACP) Level 1. Traffic control will follow the WATCH Manual, and no parking signs will be posted 72 hours before inspection.

Deliverables: Manhole inspection results and reports, CCTV and Manhole Inspection Findings TM.

TASK 4 // FLOW MONITORING

The Carollo/V&A Team will collect flow and rainfall data for representative areas within the City's wastewater collection system. Carollo recommends 15 flow meters be installed for a duration of one month. Extension beyond this timeframe can be provided as additional services. The flow meters will be installed during a time period deemed to be the most conducive for capturing flows during significant wet weather periods. The recorded flow data will be organized and delivered to the City in electronic format.

Deliverables: Flow monitoring data and report.

TASK 5 // SEWER FLOW PROJECTIONS

Carollo will develop estimates of the existing dry weather and wet weather flows, and will develop future flow projections through year 2045, consistent with the City's urban water management plan (UWMP) horizon. The future flow projections will be based on information provided in the City's General Plan, Specific Plans, and UWMP and Water Supply Assessment projections.

Deliverables: Existing and Future Flow Projections TM.

TASK 6 // LIFT STATION ASSESSMENT

Carollo will perform a field condition assessment of one (1) lift station to assess the overall condition of the lift station and document any observed safety concerns/code violations, the reliability/redundancy of the lift station, and flood resilience. We will also document the capacity of the lift station based on as-built drawings and available pump curves.

Deliverables: Lift Station Condition Assessment Findings TM.

TASK 7 // GIS AND HYDRAULIC MODEL DEVELOPMENT

Subtask 7.1 // GIS Development

Carollo will prepare a GIS-based database of the City's collection system, including sewer main, manholes, County sewer lines/manholes, and lift station. The GIS database will be prepared using the City's existing sewer system mapping (CAD format), which will be converted to GIS and all data necessary to complete the database (e.g., pipe inverts and diameter, manhole invert and rim, etc.). The sewer GIS will be compiled based on available information from the City, such as as-built drawings or other existing data. The GIS database will have complete metadata and will be provided to the City in a shapefile format compatible with the City's computerized maintenance management system (CMMS) platform. The coordinate system to be used for GIS data is NAD 1983 State Plane California Zone 5 FIPS 0405 feet. Maps will be provided to the City as PDF and shapefile formats.

Assumptions: The City's existing CAD database (manhole locations and pipe alignments) are sufficiently accurate for GIS database development. As-built drawings or other data necessary to input facility attributes (e.g., pipe inverts and diameter, manhole invert and rim, etc.) will be provided by the City. No survey work will be conducted as part of this task, but could be provided as additional services upon request.

Deliverables: Complete sewer system map with attribute data in shapefiles compatible with City's CMMS platform.

Subtask 7.2 // Hydraulic Model Development and Calibration

Using the GIS database prepared as part of Subtask 7.1, Carollo will construct a hydraulic model of the sewer collection system in a software program approved by the City. The model will be calibrated against the flow monitoring data collected as part of Task 4 and updated to include existing and future peak dry and peak wet weather flow scenarios.

Deliverables: Collection System Hydraulic Model Files.

TASK 8 // TECHNICAL MEMORANDUM ON EXISTING AND FUTURE WASTEWATER COLLECTION SYSTEM

Carollo will develop a TM summarizing the results of the capacity analysis of the City's collection system using the hydraulic model (developed as part of Task 7). The TM will identify locations in the wastewater system that have capacity constraints under existing and future peak dry and peak wet weather flow conditions. Carollo will also recommend the appropriate d/D criteria for the City as part of this task, and will develop capacity improvements to meet existing and future peak flow projections.

The Existing Wastewater Collection System TM will summarize the modeling software selection, the flow monitoring program, planning and evaluation criteria, hydraulic model development and calibration, existing and future system modeling results, and recommended capacity improvements.

Deliverables: Existing and Future Wastewater Collection System TM, Draft and Final.

TASK 9 // CAPITAL IMPROVEMENT PROGRAM (CIP)

Carollo will develop a CIP for the City's collection system, based on the findings from Tasks 1 – 8. The CIP will include Class 5 estimates and phasing for projects needed to correct existing and future capacity deficiencies (as documented in Task 8) and condition (as identified in Tasks 2, 3, and 6). The CIP will provide a prioritized list of recommended improvements for immediate (5 years), mid-term (10 years) and long-term (10+ years) projects.

Deliverables: Prioritized CIP plan with detailed description of the project identifying deficiencies, improvements required and cost estimates.

TASK 10 // SEWER MASTER PLAN REPORT

The findings from Tasks 1-9 will be documented in the Sewer Master Plan report, which will be prepared as part of this task. Carollo will submit a draft Master Plan report to the City in pdf and word document formats. The draft report will be discussed in a project meeting. City comments on the draft report will be incorporated into a final report, which will be provided in pdf and word document format, as well as five (5) hard copies. Carollo will also prepare the City's electronic CIP deliverables and ESRI story maps as part of this task.

Deliverables: Master Plan Report, Draft and Final; Electronic CIP and ESRI Storyboards.

TASK 11 // SEWER SYSTEM MANAGEMENT PLAN UPDATE

Carollo will prepare an updated Sewer System Management Plan (SSMP) in accordance with the State Water Resources Control Board (SWRCB) Order No. 2006–0003 WDR, and subsequent amendments, including the "SWRCB Informal

Staff Draft – February 2021 Order WQ202X-XXXX-DWQ Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems" and incorporate design and technical information developed as part of the Sewer Master Plan above into the SSMP Update as appropriate. The SSMP document shall detail how the City's sewer system is operated, maintained, repaired and funded, and will include all elements required to satisfy the State's regulatory requirements.

Deliverables: SSMP Report, Draft and Final.

TASK 12 // SEWER DESIGN MANUAL

Carollo will prepare a Sewer Design Manual to provide guidelines for the analysis and design of sewer facilities in the City of Gardena. The manual may include, but not necessarily be limited to, the following sections:

1. **Sizing** – Proposed sewer systems shall be designed based on tributary areas, land use, and population estimate. Minimum pipe size allowed shall be specified.
2. **Modeling** – The manual will provide guidelines for modeling existing condition, proposed development condition, and General Plan ultimate build out condition.
3. **Capacity** – The manual will list the maximum allowable capacity of proposed sewer line per range of pipe sizes.
4. **Horizontal Alignment** – The manual will provide guidelines on location, maximum deflection at bends, clearances to other facilities, etc.
5. **Vertical Alignment** – The manual will provide guidelines on ground cover, slope, drops through manholes, clearances to other facilities, blanket protection, etc.
6. **Materials** – The manual will describe the pipe materials allowed by the City.
7. **Soil Report** – The manual will provide requirements for geologic investigation, soil unit weight, etc.
8. **Bedding** – The manual will provide guidelines on calculations, safety factor, and plan requirements.
9. **Manholes** – The manual will include spacing, future stub, manhole type requirements, etc.
10. **Lift Stations** – The manual will provide requirements for lift stations.
11. **Standard Details** – The manual will provide a list of standard details acceptable to the City.
12. **Easements** – Easement requirements will be detailed in the manual to provide the City with the necessary access for maintenance of public sewer facilities outside of public right-of-way.

Carollo will submit the Draft Sewer Design Manual to the City for review. Comments from the City on the Draft Sewer Design Manual will be incorporated into the Final Sewer Design Manual.

Deliverables: Sewer Design Manual, Draft and Final.

TASK 13 // ON-CALL HYDRAULIC ANALYSIS (OPTIONAL)

Carollo will update the master plan hydraulic model as new developments are proposed. The scope of work for this task will consist of obtaining the development engineer's sewer capacity analysis report/calculations and updating the master plan hydraulic model to verify that the additional sewer flow is within an acceptable range. This work will be conducted on a Time and Materials basis. For budgeting purposes, this optional task includes up to $30,000 for on-call hydraulic analysis.

Assumptions: Up to $30,000 of on-call assistance is assumed.

TASK 14 // ADDITIONAL MANHOLE INSPECTION (OPTIONAL)

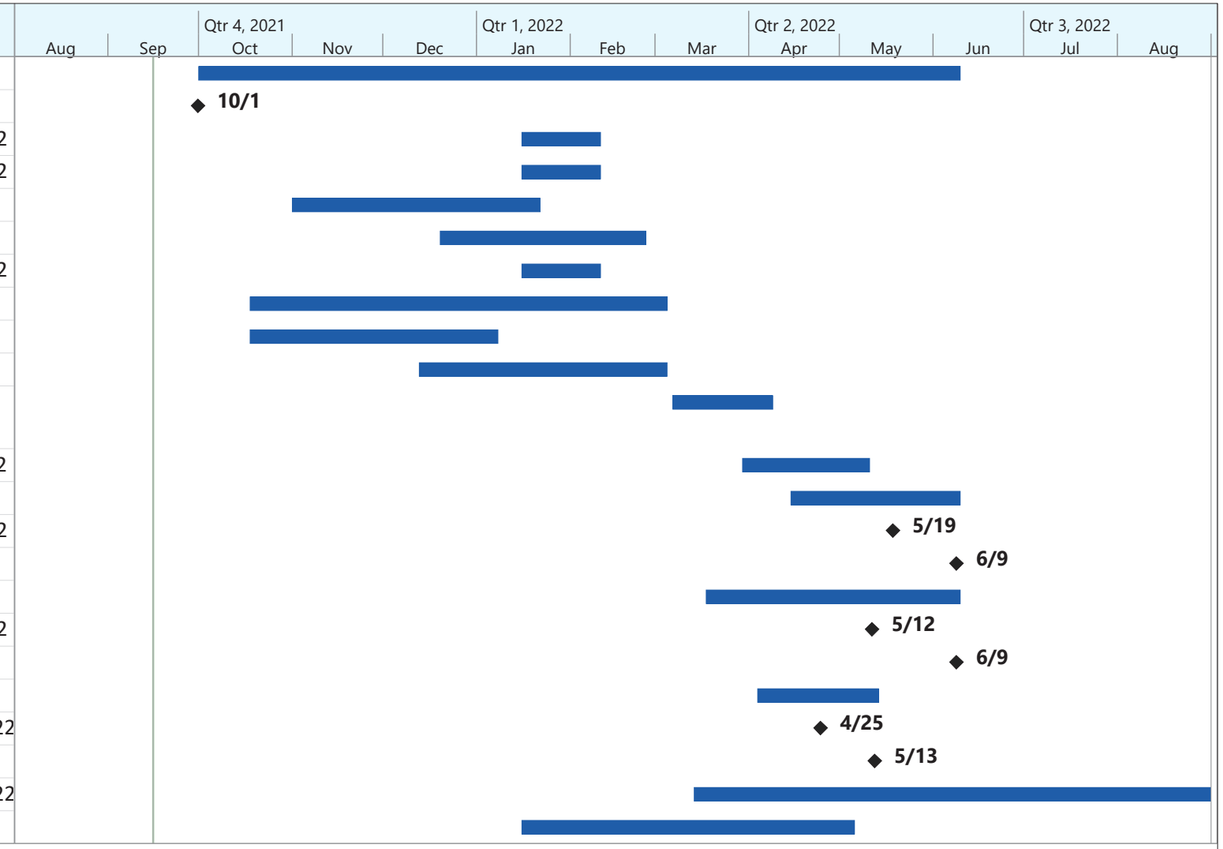
Task 3 included manhole inspection for approximately 140 manholes. This optional task would include inspection for all City manholes (approximately 1,940 additional manholes for a total of 2,080 manholes).



Project Schedule

Carollo's project schedule is based on a best estimate of the timing to complete all the elements of the project. The schedule revolves around the flow monitoring program due to capturing dry and wet weather flows. The flow monitoring program start date is not set in stone, but could start as early as November. We have scheduled several elements to start right after project kickoff. Overall, we have estimated an approximate duration of nine months for the project.

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Task 1 - Data Collection and Meetings**	9 mons	Fri 10/1/21	Thu 6/9/22
2		*Kickoff Meeting*	0 days	Fri 10/1/21	Fri 10/1/21
3		**Task 2 - Sewer CCTV Survey**	4 wks	Sun 1/16/22	Thu 2/10/22
4		**Task 3 - Manhole Inspection**	4 wks	Sun 1/16/22	Thu 2/10/22
5		**Task 4 - Flow Monitoring**	3 mons	Mon 11/1/21	Fri 1/21/22
6		**Task 5 - Sewer Flow Projections**	2.5 mons	Mon 12/20/2	Fri 2/25/22
7		**Task 6 - Lift Station Assessment**	4 wks	Sun 1/16/22	Thu 2/10/22
8		**Task 7 - GIS and Hydraulic Model Development**	5 mons	Mon 10/18/2	Fri 3/4/22
9		*Task 7.1 - GIS Development*	3 mons	Mon 10/18/2	Fri 1/7/22
10		*Task 7.2 - Hydraulic Model Development and Calibration*	3 mons	Mon 12/13/2	Fri 3/4/22
11		**Task 8 - Technical Memorandum on Existing and Future Wastewater Collection System**	5 wks	Mon 3/7/22	Fri 4/8/22
12		**Task 9 - Capital Improvement Program**	1.5 mons	Wed 3/30/22	Tue 5/10/22
13		**Task 10 - Master Plan Report**	2 mons	Fri 4/15/22	Thu 6/9/22
14		*Draft Master Plan*	0 days	Thu 5/19/22	Thu 5/19/22
15		*Final Master Plan*	0 days	Thu 6/9/22	Thu 6/9/22
16		**Task 11 - Sewer System Management Plan Update**	3 mons	Fri 3/18/22	Thu 6/9/22
17		*Draft SSMP Report*	0 days	Thu 5/12/22	Thu 5/12/22
18		*Final SSMP Report*	0 days	Thu 6/9/22	Thu 6/9/22
19		**Task 12 - Sewer Design Manual**	1.5 mons	Mon 4/4/22	Fri 5/13/22
20		*Draft Sewer Design Manual*	0 days	Mon 4/25/22	Mon 4/25/22
21		*Final Sewer Design Manual*	0 days	Fri 5/13/22	Fri 5/13/22
22		**Task 13 - On-Call Hydraulic Analysis (Optional Task)**	123 days	Mon 3/14/22	Wed 8/31/22
23		**Task 14 - Additional Manhole Inspection (Optional Task**	16 wks	Sun 1/16/22	Thu 5/5/22



Project: Schedule.mpp
Date: Thu 9/16/21

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		



References

Just Ask Our Clients. Below we have included a selection of relevant projects with references, as requested in the RFP. We encourage you to contact these references to verify the quality of our services on similar projects. They can attest to the technical capabilities, management skills, work quality, and commitment to client service of our team members.

EXPERIENCE THAT COUNTS

Carollo is known for the large number of clients with whom we have maintained long-term relationships. In the last 10 years alone, Carollo has completed master plans for $7.5 billion in wastewater facilities. Our experience shows that open communication, collaboration, and coordination build trust, minimize conflict, and eliminates surprises.

If we look at California, there aren't many areas where Carollo hasn't completed a planning study. While not all the projects listed on the adjacent map were completed by our proposed team, a significant number of them were. Carollo's planning team has experience in wastewater planning projects that span a vast spectrum of services, from small specific planning studies to large regional programmatic planning efforts. In the long run, it's that experience that provides you with the knowledge that by selecting Carollo, you have a trusted advisor who can tap into a wealth of experience tackling similar challenges to yours. We look forward to adding the City to our list of happy master plan clients.

The table below presents a sample of some of our relevant experience within the last 5 years, along with references who can attest to our level of service and responsiveness on similar projects.



PROJECT/CLIENT	CLIENT CONTACT	TEAM INVOLVEMENT
Citywide Wastewater Master Plan Update | City of Chino Hills, CA	Fe M. Rama, Senior Engineer P: 909-364-2776 E: frama@chinohills.org	Ryan Orgill, Danielle Orgill, Tim Loper, Greg Gould, Mike Wetterau, Kevin Christensen, V&A
Sewer Master Plan | City of Torrance, CA	John Dettle, Engineering Manager P: 310-618-3059 E: jdettle@torranceca.gov	Inge Wiersema, Tim Loper, Ryan Orgill, Danielle Orgill, Mike Wetterau, Kevin Christensen, V&A
Integrated Water and Wastewater Resources Management Plan | City of South Pasadena, CA	H. Ted Gerber, Deputy Public Works Director P: 626-460-6392 E: tgerber@southpasadenaca.gov	Inge Wiersema, Ryan Orgill, Tim Loper, Kevin Christensen, V&A
Comprehensive Wastewater Master Plan and Update | City of Riverside, CA	Ernest Marquez, Principal Engineer P: 951-826-5409 E: emarquez@riversideca.gov	Ryan Orgill, Tim Loper, Danielle Orgill, Inge Wiersema, James Doering, Khalil Kairouz, Mike Wetterau, V&A
Comprehensive Facilities Master Plan and Update | Padre Dam Municipal Water District, CA	Mark Niemiec, Manager of District Projects P: 619-258-4766 E: mniemiec@padre.org	Inge Wiersema, Ryan Orgill, Tim Loper, Joaquin Ramirez, Kevin Christensen, Mike Wetterau, V&A



Appendix

RESUMES

- Inge Wiersema
- Ryan Orgill
- Tim Loper
- Danielle Orgill
- Joaquin Ramirez
- Mike Wetterau
- Kevin Christensen
- Greg Gould
- Khalil Kairouz
- James Doering
- Miko Aivazian
- Kevin Krajewski (V&A)
- Jeff Garcia (NPS)



Education

MSc Environmental Engineering, Agricultural University, Wageningen, Dutch (Netherlands), 1997

MSc Water Management Coursework of Civil Engineering, Technical University Delft, Dutch (Netherlands), 1996

BS Environmental Engineering, Hogeschool Van Utrecht, Dutch (Netherlands), 1995

Licenses

Civil Engineer, California, Hawaii

Environmental Sustainability Professional (ENV SP)

Professional Affiliations

American Academy of Water Resources Engineers

American Society of Civil Engineers

American Water Works Association

Association of Women in Water, Energy, and Environment

Institute for Sustainable Infrastructure

Water Environment Federation

WateReuse Association

Inge Wiersema, P.E., ENV SP

Inge Wiersema is an environmental engineer with 26 years of experience and is specialized in strategic, integrated, and utility master planning. She is a Vice President with Carollo and serves as the company's Water Resources Practice lead and National One Water Leader. Inge has been involved in more than 150 master planning and hydraulic modeling projects for water, recycled water, wastewater, and stormwater systems. She has also worked on various groundwater management plans, watershed management plans, urban water management plans, and water supply studies. Her technical experience also includes conceptual and preliminary design of pipelines, pump stations, and water treatment plants.

Recently, Inge's has been focused on large strategic integrated planning effort, including extensive stakeholder engagement with facilitation of diverse groups, climate change and resilience planning, and she led several One Water Plans.

Relevant Experience

→ Project manager for the Integrated Water Wastewater Resources Management Plan for the City of South Pasadena. This first-ever master plan for the City encompasses its water, wastewater, and stormwater systems, and explores the feasibility of a recycled water system. Hydraulic models and system GIS updates were prepared for the water, sewer, and recycled water system, while stormwater management opportunities were explored. The findings were combined in a comprehensive master plan report and integrated CIP that will guide the City with major infrastructure investments through year 2050.

→ Principal-in-charge for the City of Torrance, California, 2020 Sewer Master Plan. This project involved sewer system model development, calibration, analysis, and preparation of a phased capital improvement plan. Flow monitoring data was used to calibrate the model for both dry and wet weather conditions.

→ Project manager for the 2015 Comprehensive Master Plan for Padre Dam Municipal Water, California. This integrated master plan involved the District's water, wastewater, and recycled water infrastructure. This project included potable and recycled water demand/sewer flows forecasting, water supply analysis, hydraulic model updates for the water and recycled water systems, development and calibration of a new sewer system model, and field condition assessment of key facilities. In addition, the feasibility of the wastewater plant expansion for an indirect potable reuse (IPR) project was evaluated. The findings were combined in a comprehensive CIP and water master plan report.

→ Project manager for the Wastewater Master Plan and Sewer System Management Plan (SSMP) for the Elsinore Valley Municipal Water District, California. The project included the creation and calibration of a hydraulic model in H2OMAP SWMM®, system analysis, the preparation of a capital improvement program (CIP), a master plan report, and a SSMP report. The sewer system serves 92 square miles and includes 360 miles of pipeline and 32 lift stations.

→ Project manager for a Sewer Master Plan for the City of Banning, California. The project included development of a sewer model from a geographic information system (GIS), wastewater flow projections, model calibration with field data, supply analysis, hydraulic analysis, and preparation of a capital improvement plan. The findings of the project were documented in a comprehensive sewer master plan.

→ Project manager for the 2016 Sewer Master Plan for the City of Colton, California. This project included wastewater flow forecasting, hydraulic model development and calibration using field flow monitoring data. Existing and future system analysis was conducted to develop a capital improvement program (CIP) including a rehabilitation and replacement program. The findings were presented in a comprehensive sewer master plan report that was developed in conjunction with the 2016 Water Master Plan.

Inge Wiersema, P.E., ENV SP

→ Project manager for the 2015 Wastewater Flow Monitoring Study for the Padre Dam Municipal Water District (PDMWD), California. This project included the installation and data analysis of a large number of flow monitoring meters in PDMWD's sewer conveyance system. Findings were documented in an engineering report.

→ Project engineer for the Wastewater Master Plan for the City of Hesperia, California. The project included projection of wastewater flows, siting of three new wastewater treatment plants, development and calibration of a hydraulic model in H2OMAP Sewer®, and hydraulic analysis to size gravity pipelines, force mains, lift stations, and treatment plants. Solids handling facilities were also sized. The findings of the project were documented in a comprehensive wastewater master plan and a $420 million capital improvement program.

→ Project manager for the Sewer Master Plan for the City of Hughson, California. The project included development of a sewer model in H2OMAP Sewer®, wastewater flow projections, model calibration with field data, hydraulic analysis, and preparation of a capital improvement plan. The findings of the project were documented in a comprehensive report.

→ Project manager for the 2015 integrated water, recycled water, and sewer master plan for the City of Oceanside, California. This project includes (recycled) water demand/sewer flows forecasting, water supply analysis, hydraulic model updates and calibration of the water and wastewater system models, and development of a new recycled water system model. In addition, the infrastructure needs of the development of the agricultural Morro Hills area, including soil percolation testing for feasibility analysis of septic tanks, were evaluated. Closed-circuit television (CCTV) of 60 sewer and 30 water pipeline segments were conducted. The findings were combined in a CIP and water master plan report.

→ Technical advisor for the 2015 comprehensive integrated master plan for the City of Oxnard, California. This project resulted in a long-term strategy and capital improvement program (CIP) for the City's water, wastewater, recycled water, and stormwater facilities, including a proposed aquifer storage and recovery (ASR) program. Inge was the technical lead on the water master plan portion of this project, which included water demand forecasting, hydraulic modeling analysis using WaterGEMS, existing and future system analysis, development of a the water system CIP, including a rehabilitation and replacement program.

→ Technical advisor for the One Water Morro Bay for the City of Morro Bay, California. This project involved the development of a strategic plan that considered the challenges and solutions of the City's wastewater treatment plant upgrade, development of local water supplies (incl. groundwater, indirect potable reuse and ocean desalination), water conservation strategies, and stormwater in a comprehensive manner. In addition, traditional water/wastewater/recycled water utility master planning with hydraulic modeling and CIP development was part of the project.

→ Project manager for the One Water LA 2040 Plan for the City of Los Angeles, California. The Plan is a collaborative effort of the LA Sanitation (LASAN) and LA Department of Water and Power (LADWP) that takes a holistic approach to consider all types of water as "One Water." The Plan was developed through a stakeholder driven process. Inge was intimately involved in the stakeholder engagement process, preparing and participating in dozens of workshops with various City departments, regional agencies, NGOs, the community, academia, executive management, mayor's office. As Project Manager, Inge was responsible for the coordination of the work effort with City staff from multiple departments and more than 20 subconsultants. The final plan consists of 9 volumes, which will guide the City with strategic and multi-billion dollar decisions for water infrastructure projects to make LA a more water resilient and sustainable City.



Education

BS Civil Engineering, California State University, Fresno, 2006

Licenses

Civil Engineer, Nevada, California

Professional Affiliations

American Water Works Association

California Water Environment Association – Central San Joaquin Section

Ryan F. Orgill, P.E.

Ryan Orgill has 17 years of experience in master planning, hydraulic modeling, sewer system management planning, urban water management planning, and geographic information systems (GIS). He serves as Carollo's companywide lead for sewer system modeling, calibration, and system analysis. In addition, Ryan developed Carollo's means and methods for sewer system planning that have been adopted company-wide and is an expert in delivering projects that incorporate all critical elements of collection system capital program needs.

Relevant Experience

→ Project manager for the City of Scotts Valley, California, Sewer Master Plan. As part of the project, Carollo developed a collection system hydraulic model of the City's sewer system and conducted a capacity analysis of the system under existing and future flow conditions.

→ Project manager for City of Chino Hills, California, Citywide Wastewater Master Plan Update. This ongoing project will update and evaluate the City's wastewater collection system hydraulic model. The project scope also included coordinating with a pipe inspection contractor to inspect up to 20 miles of pipeline.

→ Project engineer for the City of Torrance, California, 2020 Sewer Master Plan. This project involved sewer system model development, calibration, analysis, and preparation of a phased capital improvement plan. Flow monitoring data was used to calibrate the model for both dry and wet weather conditions.

→ Project manager for the Padre Dam Municipal Water District, California, 2020 Comprehensive Facilities Master Plan Update. This integrated master plan involves updating the District's water, wastewater, and recycled water infrastructure. This project includes (recycled) water demand/sewer flows forecasting, water supply analysis, hydraulic modeling updates for the water and recycled water systems, development and calibration of a new sewer model, and field condition assessment of key facilities with operations staff.

→ Project manager for the South Tahoe Public Utility District, California, Sewer System Hydraulic Model. No changes or updates had been made to the District's wastewater collection system model that was created 10 years ago using the Innovyze InfoSewer hydraulic modeling software. In the last decade, additional infrastructure construction and collection system changes have been made. This contract allowed for on-call hydraulic modeling support to evaluate the existing model, identify potential improvements, and convert the model to InfoSWMM.

→ Engineer for the City of Oceanside, California, Sewer System Master Plan. Responsible for system evaluation, hydraulic modeling, development of the Sewer Master Plan report, and custom model training for City staff.

→ Project engineer for the Elsinore Valley Municipal Water District, California, Sewer System Management Plan, which involved development and review of all applicable SSMP requirements, including a system evaluation and capacity assurance plan.

→ Staff engineer for the Port of Oakland, California, Phase I Sewer System Management Plan, which included development of a Port-specific overflow emergency response plan; fats, oils, and grease control plan; sanitary sewer use ordinances; operations and maintenance recommendations; and sanitary sewer design standards.

→ Project engineer for the City of Hanford, California, Sewer System Management Plan, which involved development or review of all applicable SSMP requirements, including an overflow emergency response plan and a review of the City's most recent sewer system master plan, design standards, and sewer ordinances.

→ Project engineer for the City of Pismo Beach, California, Sewer System Management Plan, which included development of a fats, oils, and grease control plan.

Ryan F. Orgill, P.E.

→ Project engineer for the City of Hughson, California, Sewer System Management Plan, which was developed as part of the City's Water, Sewer, and Storm Drainage Master Plan project. The project involved development of many of the SSMP elements, including a system evaluation and capacity assurance plan, overflow emergency response plan, and a fats, oils, and grease control plan.

→ Project engineer for the City of Tulare, California, Sewer, Water, and Storm Drainage Master Plans and Sewer System Management Plan. Tasks included creation and calibration of a dynamic hydraulic sewer system model to evaluate flow monitoring data, development of flow routing criteria, and evaluation of the existing sanitary sewer system to mitigate deficiencies and serve future growth.

→ Staff engineer for the City of Galt, California, Wastewater Collection, Water Distribution, and Storm Drainage Master Plans. Responsible for calibration of the hydraulic computer model to both dry weather and wet weather conditions, assistance with preparation of the Master Plan report, and development of a staged capital improvement plan for the City.

→ Project manager for the Truckee Sanitary District, California, 2017 Hydraulic Modeling Assistance. Carollo assisted the District with development and calibration of three of the four existing wastewater collection system models. The models were calibrated to peak dry and peak wet weather flow conditions using flow monitoring data from the 2016 and 2017 storm season.

→ Hydraulic modeling lead for the City of Modesto, California, Wastewater Collection System Master Plan. The hydraulic model was originally constructed in H2OMap Sewer as part of the previous master plan. In advance of the wastewater collection system master plan update, the City contracted with Carollo to convert the hydraulic model from H2OMap Sewer to the more advanced InfoSWMM platform. Responsible for updating and recalibrating the InfoSWWM hydraulic model, which involved more sophisticated simulation of storm drainage system cross connections within the InfoSWMM model. Also responsible developing existing and future wastewater flow projections, improvement alternatives to mitigate existing capacity deficiencies and serve future growth, and a capital improvement plan.

→ Project engineer for the City of Fresno, California, Collection System Master Plan. Responsible for hydraulic model update and calibration of the City's all-pipe sewer system hydraulic model under dry and wet weather conditions, development of improvement projects to mitigate capacity deficiencies, and development of a capital improvement plan for the City.

→ Collection system engineer for the West County Wastewater District, California, District-Wide Master Plan. Responsible for preparation and calibration of a dynamic collection system model to evaluate wet weather storm events to simulate existing flow conditions.

→ Project engineer for the City of Turlock, California, Sanitary Sewer and Storm Water Master Plans. Responsible for overseeing the construction of the City's sewer and storm drainage system hydraulic models. The City's sewer collection system includes numerous direct storm drainage connections to the sewer system in the City's downtown area. As part of the analysis, several improvement alternatives were considered to alleviate capacity deficiencies in the sewer collection system. Preferred improvements to the sewer and storm drainage systems were incorporated into the Sanitary Sewer and Storm Water Master Plan reports.

→ Project engineer for the City of Chico, California, Sanitary Sewer Master Plan Update. Responsible for conversion and update of the City's previous HYDRA collection system model to the InfoSWMM hydraulic modeling software application. Buildout average and peak flows were projected for future land use areas, as identified in the City's General Plan Update. The project was calibrated to dry and wet weather flow conditions, and the collection system was analyzed under current and buildout peak flow conditions



Education

MS Environmental Engineering, University of California, Berkeley, 2005

BS Civil Engineering, California State University, Fresno, 2003

Licenses

Civil Engineer, California, Nevada

Professional Affiliations

Nevada Water Environment Association

American Water Works Association

Timothy J. Loper, P.E.

Timothy Loper has 20 years of experience in wastewater collection system modeling, water distribution system modeling, water system feasibility studies, wastewater treatment facilities planning, and infrastructure master planning. He is Carollo's Infrastructure Master Planning Services Lead and has served as project manager and/or project engineer for more than 90 water, wastewater, stormwater and/ or recycled water master plans and modeling projects, with a focus on helping agencies develop capital improvement programs that help prioritize rehabilitation and replacement projects, as well as integrate capital with inspection and funding prioritization.

Relevant Experience

→ Technical advisor and collection system lead for the City of Riverside, California, Comprehensive Wastewater Master Plan, which included both treatment and wastewater collection systems. Carollo built the City's collection system model using the Innovyze InfoSWMM modeling software.

→ Project manager for the City of Torrance, California, 2020 Sewer Master Plan. This project involved sewer system model development, calibration, analysis, and preparation of a phased capital improvement plan. Flow monitoring data was used to calibrate the model for both dry and wet weather conditions.

→ Quality control engineer for the City of Banning, California, Water and Wastewater Master Plan. The project involved updating the City's water, sewer, and recycled water master plans into an integrated master plan to guide the City with budgeting and implementation of capital improvement projects. Responsible for quality review and project oversite and technical direction.

→ Quality control engineer for the 2015 Comprehensive Master Plan for Padre Dam Municipal Water, California. This integrated master plan involved the District's water, wastewater, and recycled water infrastructure. This project included potable and recycled water demand/sewer flows forecasting, water supply analysis, hydraulic model updates for the water and recycled water systems, development and calibration of a new sewer system model, and field condition assessment of key facilities. In addition, the feasibility of the wastewater plant expansion for an indirect potable reuse (IPR) project was evaluated. The findings were combined in a comprehensive CIP and water master plan report.

→ Project engineer for the City of Oceanside, California, Integrated Master Plan, which included a new collection system hydraulic model prepared from GIS data using InfoSWMM. The existing system was evaluated with respect to existing and future capacity needs. The master plan also considered a phased plan for replacement of the City's water and wastewater pipelines as part of the rehabilitation and replacement program.

→ Collection system lead for the West County Wastewater District, California, District-Wide Master Plan. The project included the sanitary sewer collection system, Water Pollution Control Plant, and non-process facilities. Work efforts included condition and capacity assessments, alternatives evaluation, and 20-year capital improvement program development. All the District's facilities were combined in one master plan, allowing the needs of each to be prioritized in an overall program. Other work efforts included a risk-based analysis of all 12,000 assets to identify failure likelihood, BioWin modeling to assess capacity, 3-D computational fluid dynamics modeling of secondary basins to optimize performance, and a wet weather capacity improvements assessment of the 249-mile collection system.

→ Project manager for Vallejo Flood and Wastewater District, California, Collection System Master Plan. Responsible for day-to-day management and technical direction, including District and subconsultant coordination, progress meetings, and communication. Provided technical direction for development of the flow monitoring program, hydraulic model construction and calibration, and development of the inspection and rehabilitation program.

Timothy J. Loper, P.E.

→ Project manager for the City of Fresno, California, Wastewater Collection System Master Plan. The project identified capacity constraints within the existing collection system and provided recommendations for infrastructure improvements necessary to accommodate densification and future growth, including future industrial growth. The master plan included an update of the City's sewer rehabilitation project capital improvement plan.

→ Collection system project manager for the Central Contra Costa Sanitary District, California, Comprehensive Wastewater Master Plan. The project involved conducting a pump station condition assessment and developing a force main inspection program and a large-diameter condition and rehabilitation plan. The project also included creation of a collection system asset management plan. The master plan focused on pump stations, force mains, and collection system assets and summarized the District's assets in detail.

→ Project manager for the City of Turlock, California, Sanitary Sewer, and Storm Water Master Plans. Responsible for overseeing construction of the City's sewer and storm drainage system hydraulic models. The sewer collection system includes numerous direct storm drainage connections to the sewer system in the City's downtown area. Several improvement alternatives were considered to alleviate capacity deficiencies in most of the downtown sewer collection system, including replacing existing sewer pipelines with larger diameter sewers or removing the direct storm drainage connections to the sewer. Preferred improvements to the sewer and storm drainage systems were incorporated into the Sanitary Sewer and Storm Water Master Plan reports.

→ Project manager for the City of Chico, California, Sanitary Sewer Master Plan Update. Responsible for conversion and update of the City's previous HYDRA collection system model to the InfoSWMM hydraulic modeling software application. The project was calibrated to dry and wet weather flow conditions, and the collection system was analyzed under current and buildout peak flow conditions.

→ Project manager for the City of Cotati, California, Wastewater Collection and Water Distribution System Master Plans and GIS Implementation. The City contracted with Carollo to develop water distribution system and sewer collection system master plans and the 2010 Urban Water Management Plan, as well as plan and implement the City's first GIS. Responsible for day-to-day project management and client contacts. Also served as project engineer for the Sewer System Master Plan. Carollo constructed hydraulic models of the water and sewer systems, developed a flow monitoring report from data collected from another consultant, developed evaluation criteria, assessed existing system deficiencies, and developed plans for future projects.

→ Project engineer for the Elsinore Valley Municipal Water District, California, Wastewater Master Plan. Responsible for coordination of GIS integration into the hydraulic model environment and construction of a SWMM model incorporating four separate collection system stations with three wastewater treatment facilities. Capital project recommendations were made to serve future growth and system modifications were analyzed to eliminate lift stations and force mains with gravity sewers. The project also involved preparation of a master plan report, including a capital improvement program. The project also developed a Sewer System Management Plan for all four of the District's separate collection systems.

→ Project engineer for the City of Modesto, California, Wastewater Collection System and Treatment Master Plan Update. Responsible for construction of the wastewater collection system hydraulic computer model using the City's existing plat maps and GIS database. Also responsible for collection system analysis to determine appropriate flow monitoring locations and sewer basin determination and assistance with the collection system condition assessment. Performed GIS data verification and updated existing databases to reflect current conditions. These responsibilities required the application of GIS and hydraulic modeling software.



Education

BS Civil & Environmental Engineering, University of South Florida, 2012

BS Microbiology, University of South Florida, 2006

Licenses

Civil Engineer, California

Professional Affiliations

American Society of Civil Engineers

- Truckee Meadows Branch YMF Director at Large 2016-2017

Florida Water Environment Association

- Manasota Chapter YP Coordinator 2013-2014
- Students and Young Professionals Committee Chair 2014-2016

ACE Mentors of Sarasota, Treasurer 2014-2015

Danielle M. Orgill, P.E.

Danielle Orgill has eight years of experience in infrastructure design, modeling, and planning, and has assisted with master planning and evaluation studies for sewer systems. She also has experience in data management, analysis, hydraulic modeling, asset management, and GIS.

Relevant Experience

→ Project engineer for City of Chino Hills, California, Citywide Wastewater Master Plan Update. This ongoing project will update and evaluate the City's wastewater collection system hydraulic model. The project scope also included coordinating with a pipe inspection contractor to inspect up to 20 miles of pipeline. Responsible for evaluating the City's existing collections system and providing a recommended list of prioritized pipelines for inspection.

→ Project engineer for City of Pinole, California, Sanitary Sewer Master Plan Update. The City is required to inspect and record the condition of every pipeline by March 2023. Carollo is developing an inspection program to assist the City in meeting this requirement. The program will involve coordinating with a contractor to inspect a large portion of the City's pipelines (approximately 50 miles in total length).

→ Project engineer for Vallejo Flood and Wastewater District, California, Wastewater Collection System Master Plan Update. This project is ongoing and involves a condition assessment of more than 375 miles of collection system pipeline. Pipelines were grouped into inspection and replacement years based on condition scores and/or age and estimated remaining useful life for a comprehensive long-term rehabilitation and replacement program. The project also includes a hydraulic analysis of pipes 10 inches and larger to identify capacity deficiencies and develop recommended improvements.

→ Modeler for the City of Riverside, California, Comprehensive Wastewater Master Plan, which included both treatment and wastewater collections. Carollo built the City's collection system model using the Innovyze InfoSWMM modeling software.

→ Modeler for the City of Torrance, California, 2020 Sewer Master Plan. This project involved sewer system model development, calibration, analysis, and preparation of a phased capital improvement plan. Flow monitoring data was used to calibrate the model for both dry and wet weather conditions.

→ Project engineer for the South Tahoe Public Utility District, California, Sewer System Hydraulic Model. Work completed to date on this ongoing project includes developing a permanent flow monitoring program, evaluating flow monitoring data to determine ADWF and wet weather components for each basin, converting the District's hydraulic model from InfoSewer to InfoSWMM, updating the hydraulic model based on recent GIS, calibrating the hydraulic model based on data gathered from the permanent flow monitoring program, evaluating the existing collection system and identifying recommended capacity improvements, and conducting hydraulic model training for District staff.

→ Project engineer for the City of Cotati, California, Sewer System Master Plan Addendum. Responsible for flow monitoring data review; hydraulic model update and calibration; evaluation of previously identified improvements under existing, near-term, and buildout conditions; update of the capital improvement plan; and development of a technical report.

→ Project engineer for the City of King City, California, Wastewater Collection System Master Plan. Responsible for hydraulic model development and calibration under dry and wet weather conditions, evaluation of existing infrastructure, development of a capital improvement plan to mitigate existing deficiencies and serve future growth, and development of the master plan report.

→ Project engineer for the Washoe County, Nevada, Collection System Flow Monitoring, Hydraulic Modeling, and Arsenic Evaluation. Responsible for coordinating project execution and subconsultant activities for flow

and water quality investigation of the South Truckee Meadows Water Reclamation Facility and Spanish Springs service areas. A detailed analysis of storm impacts, infiltration, and inflow in the identified services areas was necessary to address current flow and water quality issues and to confirm adequate conveyance capacity would be available as new growth occurs in Washoe County.

→ Project engineer for the ongoing Truckee Sanitary District, California, 2017 Hydraulic Modeling Assistance. The District hired Carollo to assist with development and calibration of three of the four existing wastewater collection system models. The models are being calibrated to peak dry and peak wet weather flow conditions using flow monitoring data from the 2016 and 2017 storm season.

→ Project engineer for the City of Reno, Nevada, Northwest Reno Sewer Capacity Analysis and Master Plan. Carollo was retained to conduct a sanitary sewer capacity analysis and develop a master plan for the City's Northwest area. The team developed a temporary flow monitoring program; reviewed the existing SewerGEMS model to expand the City's wastewater collection system hydraulic computer model, including nine major trunk lines; calibrated the model using flow monitoring data; reviewed planning documents to determine existing and buildout wastewater flow projections; modeled existing and future system capacity evaluations; and developed prioritized, recommended capacity projects based on deficiencies.

→ Project engineer for the Collier County, Florida, Wastewater Collection System Model Update. Responsible for converting the SewerGEMS (Bentley) model to InfoSWMM (Innovyze), calibrating the model under dry and wet weather conditions, evaluating the existing collection system, and developing future scenarios (to be evaluated under separate work assignment).

→ Project engineer for Fairfield-Suisun Sewer District, California, Collection System Asset Management Plan. The project involved evaluating more than 400 miles of collection system linear assets for expected replacement (considering age, CCTV data, and maintenance data) and determining financial needs projected over 30 years. Recommended improvements were prioritized and incorporated into a 10-year CIP.

→ Project engineer for the City of Tulare, California, Water Treatment Plant Capacity Evaluation. Responsible for hydraulic model update and calibration under dry and wet weather conditions, evaluation of an existing sewer trunk to serve a development that would like to tie into the City's collection system, and development of recommended improvements to correct deficiencies and to serve the known development.

→ Project engineer for the City of Reedley, California, October 27, 2016 Sanitary Sewer Overflow Event. Responsible for development of a hydraulic model scenario that mimicked a power failure at the influent pump station and subsequent overflow events. Wastewater treatment plant influent flow data and photographs taken during the spill event were used to estimate the total overflow volumes.

→ Project engineer for the West County Wastewater District, California, Inflow and Infiltration Reduction Evaluation. Responsible for evaluation and classification of January 2017 rainfall events, development of an estimate of the influent flow hydrograph for the January 2017 rainfall events using the District's hydraulic model, review of the current status of the ongoing flow monitoring program, and estimation of the potential reduction in peak flow that could be achieved through the District's ongoing infiltration/inflow reduction program.

→ Project engineer for the Manatee County, Florida, Wastewater Collection System Master Plans. Responsible for coordinating field testing to install temporary flowmeters and pressure loggers, updating and calibrating complex collection system models for three service areas in SewerGEMS software (each with 150 or more active lift stations), and determining future infrastructure requirements for the 2020, 2025, 2035, and buildout planning periods based on model results.



Education

MS Civil Engineering, California State University, Fresno, 2013

BA Mathematics, California State University, Fresno, 2011

Licenses

Civil Engineer, California

Professional Affiliations

American Society of Civil Engineers

Joaquin D. Ramirez, P.E.

Joaquin Ramirez has seven years of experience in hydraulic modeling, master planning, and geographic information systems (GIS). His experience includes performing hydraulic analysis for similar master planning efforts, including hydraulic modeling and demand and fire flow analysis. He has developed and performed hydraulic modeling for clients across the nation, including Pacific states, Nevada, Texas, and Colorado, with trusted and credible results.

Relevant Experience

→ Staff engineer for the Padre Dam Municipal Water District, California, Comprehensive Facilities Master Plan. This project was an update to the 2001 Integrated Facilities Plan, which addressed water, wastewater, and recycled water services within the District's region through 2020. Responsible for identifying pipe alignment with capacity limitations and developing improvements according to design criteria. Also developed a capital improvement plan to assist the District with project implementation.

→ Project engineer for the City of Fresno, California, Wastewater Collection System Hydraulic Model Update. Responsible for recalibration of the existing hydraulic computer model and development of dry and wet weather flows. Developed improvement projects to mitigate capacity deficiencies and prepared the technical report.

→ Project engineer for the City of Banning, California, Integrated Master Plan. Responsible for calibrating the sewer hydraulic model using InfoSWMM modeling software. Performed a system evaluation under existing and future conditions and assisted in development of a capital improvement plan.

→ Staff engineer for the City of Modesto, California, Wastewater Collection System Master Plan. Responsible for recalibration of the existing hydraulic computer model, development of dry and wet weather flows, development of improvement projects to mitigate capacity deficiencies and cost estimates for the capital improvements, and preparation of the technical report. The project also included development of future infrastructure to service projected growth.

→ Staff engineer for the City of Oceanside, California, Integrated Master Plan. Responsible for developing supporting documentation for the master plan and performing a sewer system analysis.

→ Project engineer for the City of Lemoore, California, Integrated Master Plan. Responsible for construction of the City's hydraulic model using InfoSWMM software and calibration of the model. The hydraulic model was used to perform capacity analyses under multiple planning years and aid in development of the City's capital improvement plan.

→ Staff engineer for the Inland Empire Utilities Agency, California, Wastewater Facilities Master Plan Update, which includes planning for infrastructure needs for the Agency's collection and treatment systems through the year 2035, with flow projections up to 2060. Responsible for incorporating alternatives into a hydraulic model, designing infrastructure to support future development and multiple flow diversions, and developing capital improvement cost estimates.

→ Staff engineer for the City of Modesto, California, River Trunk Realignment, Beard Brook Siphon, and Cannery Segregation Line Improvements. Responsible for assisting with design, sizing the new sewer alignment, and modeling the future system. Also assisted with preparation of technical documentation outlining design criteria and planning. Numerous alternatives were modeled in an effort to present the City with viable options.

→ Project engineer for the City of Lake Havasu, Arizona, Lift Station and Force Main Analysis. Responsible for evaluation of lift station and pump curves to determine compatibility with proposed configuration

→ Project engineer for the City of Henderson, Nevada, Cadence Utility Master Plan

Update. Tasks included determining required backbone infrastructure for water and sewer needs of the planned development.

→ Project engineer for the City of Visalia, California, Sanitary Sewer Master Plan. Responsible for recalibrating the existing hydraulic computer model, developing dry and wet weather flows, determining improvement projects to mitigate capacity deficiencies, and preparing the master plan report.

→ Staff engineer for the City of Paso Robles, California, Recycled Water Distribution System Design. Utilized hydraulic modeling software to perform capacity analyses and assist with pipeline design.

→ Staff engineer for the City of Fresno, California, Recycled Water Model Development. Responsible for construction of the City's recycled water hydraulic model. The hydraulic model was used to perform capacity analyses under varied demand conditions and evaluate the system's existing capacity and future needs.

→ Project engineer for the City of Santa Fe, New Mexico, Reuse Pipeline Conveyance Hydraulics and Alternatives. Performed hydraulic analysis to evaluate the feasibility of using existing pipeline to convey reclaimed water from the reclamation facility to the Rio Grande River.

→ Staff engineer for the City of Turlock, California, Facility sizing and Preliminary Design Report. Updated the City's distribution system hydraulic model to aid in sizing a new storage tank, booster pump station, and pipeline expansion.

→ Staff engineer for the City of Tulare, California, Matheny/Soultz Water System Improvements. Updated the City's existing hydraulic water model and performed capacity analyses of the City's supply, storage, and pipelines.

→ Staff engineer for the City of Porterville, California, Integrated Water and Storm Drain Master Plans. Utilized the City's hydraulic models to perform capacity analyses of the water distribution system and storm water conveyance system under multiple planning years. Aided in development of the City's capital improvement plan.

→ Project engineer for the City of Henderson, Nevada, Backbone Water Infrastructure Study. Tasks included evaluation of the water distribution system to determine the viability of a new backbone pipeline configuration.

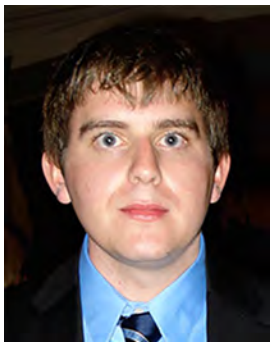
→ Staff engineer for the City of Clovis, California, 2015 Urban Water Management Plan. Responsible for updating the City's 2010 Urban Water Management Plan. The update included a description of the City's service area, water supply, reliability planning, water use, supply and demand comparison, water shortage contingency, and water recycling.

→ Staff engineer for the City of Merced, California, 2015 Urban Water Management Plan. Responsible for updating the City's 2010 Urban Water management plan. The update included a description of the City's service area, water supply, reliability planning, water use, supply and demand comparison, water shortage contingency, and water recycling. The updated plan was approved by the City council.

→ Investigated the influence of the San Joaquin River flow on the migration of Chinook salmon and evaluated ideal conditions regarding migration.

→ Collected data on greenhouse gas emissions for the City of Chowchilla, California, and compiled a report categorizing department and equipment emissions.

→ Staff engineer for the City of Fresno, California, Southeast Surface Water Treatment Facility Design. Responsible for collecting raw surface water samples for analysis, assisting with jar testing, and cataloging field data.



Education

BS Environmental Engineering, University of Colorado, Boulder, 2013

Licenses

Civil Engineer, Nevada

Professional Affiliations

American Water Works Association

Water Environment Federation

Michael W. Wetterau, P.E.

Mike Wetterau has seven years of experience in master planning, hydraulic modeling, and capital improvement plan development. He provides assistance in the development and analysis of existing water conveyance and sewage collection systems, as well as development of technical memoranda and reports for evaluation of existing system information, data, and model analysis. Mike has experience with a variety of software packages, including InfoWater, WaterGEMS, H2OMAP Water, and EPANET.

Relevant Experience

→ Staff professional for City of Chino Hills, California, Citywide Wastewater Master Plan Update. This ongoing project will update and evaluate the City's wastewater collection system hydraulic model. The project scope also included coordinating with a pipe inspection contractor to inspect up to 20 miles of pipeline.

→ Staff professional for the City of Riverside, California, Comprehensive Wastewater Master Plan, which included both treatment and wastewater collection systems. Carollo built the City's collection system model using the Innovyze InfoSWMM modeling software.

→ Staff professional for the City of Torrance, California, 2020 Sewer Master Plan. This project involved sewer system model development, calibration, analysis, and preparation of a phased capital improvement plan. Flow monitoring data was used to calibrate the model for both dry and wet weather conditions.

→ Staff professional for the Central Contra Costa Sanitary District, California, Collection System Master Plan. The Master Plan addressed needs over the 20-year horizon for the existing 40-mgd plant liquids treatment (including biological nutrient removal needs), sludge treatment and reuse/disposal options (including incinerations plus digestion), water reuse, and all other plant facilities. Major plant upgrades and designs are anticipated to follow the master plan. Responsible for evaluation of existing information and hydraulic modeling.

→ Staff professional for the City of Colton, California, Water and Wastewater System Master Plan Update. The Water and Wastewater System Master Plan is part of a larger effort to produce an Integrated Water Master Plan for the City's water and sewer systems. The objective is to serve as a strategic planning guide for City staff to make decisions and justify the need for improvements to the City's water and wastewater systems with a planning horizon of year 2040. Responsible for hydraulic modeling, including extended period simulation calibration and fire flow calibration, as well as existing system analysis for proposed improvements.

→ Staff professional for the City of Shasta Lake, California, 2016-2026 Water Master Plan Update. Carollo developed a prioritized capital improvement program that allows staff to provide justification for project needs, select from a list of prioritized projects, and develop a hydraulic model. The hydraulic model can be used to conduct analysis where development requests create questions concerning the best approach to provide water service for new customers and existing City users. Responsible for hydraulic modeling.

→ Staff professional for the City of Santa Barbara, California, Montecito Negotiations Water Purchase Agreement (WPA) Assistance. Carollo helped negotiate a WPA with the Montecito Water District that would be based on the cost of additional seawater desalination plant capacity and associated infrastructure improvements in the City's distribution system. Responsible for hydraulic modeling.



Education

AAS Geographic Information Management, Green River Community College, 2013

Kevin R. Christensen

Kevin Christensen has eight years of experience managing complex datasets in geographic information systems (GIS) for analysis and visual representation. He utilizes a variety of ArcGIS tools and geo-processes to create and manage complex maps suitable for engineering review and public-facing web publishing. Kevin has been involved in master planning projects with Carollo planning teams across the west coast. He has created map documents, analyzed GIS data, and linked non-spatial data to GIS.

Relevant Experience

→ GIS analyst for the Integrated Water Wastewater Resources Management Plan for the City of South Pasadena. This first-ever master plan for the City encompasses its water, wastewater, and stormwater systems, and explores the feasibility of a recycled water system. Hydraulic models and system GIS updates were prepared for the water, sewer, and recycled water system, while stormwater management opportunities were explored. The findings were combined in a comprehensive master plan report and integrated CIP that will guide the City with major infrastructure investments through year 2050.

→ GIS analyst for the Padre Dam Municipal Water District, California, 2020 Comprehensive Facilities Master Plan Update. This integrated master plan involves updating the District's water, wastewater, and recycled water infrastructure. This project includes (recycled) water demand/sewer flows forecasting, water supply analysis, hydraulic modeling updates for the water and recycled water systems, development and calibration of a new sewer model, and field condition assessment of key facilities with operations staff.

→ GIS analyst for the City of Torrance, California, 2020 Sewer Master Plan. This project involved sewer system model development, calibration, analysis, and preparation of a phased capital improvement plan. Flow monitoring data was used to calibrate the model for both dry and wet weather conditions.

→ GIS analyst for City of Chino Hills, California, Citywide Wastewater Master Plan Update. This ongoing project will update and evaluate the City's wastewater collection system hydraulic model. The project scope also included coordinating with a pipe inspection contractor to inspect up to 20 miles of pipeline.

→ GIS analyst for the City of Oxnard, California, Public Works Integrated Master Plan. Responsible for creating map documents that show the City's sanitary sewer, potable water, reuse water, and stormwater systems.

→ GIS analyst for the City of Modesto, California, Wastewater Collection Master Plan. Responsible for creating map documents that show the City's sanitary sewer system and land use data.

→ GIS analyst for the City of Glendale, California, 2013 Integrated Master Plan. Responsible for creating figures displaying the City's water system.

→ GIS analyst for the City of Cottage Grove, Oregon, Storm Drainage and Sanitary Sewer Master Plan Update. Responsible for updating and creating new figures for the Cottage Grove Sanitary Sewer and Storm Drainage Master Plan update.

→ GIS analyst for the for the Lake Washington Sewer Lake Line Management Plan for the City of Bellevue, Washington. Providing a Programmatic Management Plan for the replacement, rehabilitation, and/or reconfiguration of approximately 14.6 miles of Bellevue lake line sewer pipe along the Lake Washington shoreline. The Plan includes phased capital improvements, operational strategies, and policy recommendations to maintain the current level of service.

→ GIS analyst for the Downtown Wastewater Model for the City of Tacoma, Washington. The detailed collection system model includes wastewater basins in the downtown area that could have higher density development than was previously planned due to proposed projects. The increased in density will increase future flows

in the area. The impacts of the proposed downtown redevelopment and distribution of different project types on the wastewater system capacity will be determined using the detailed hydraulic model.

→ GIS analyst for the Wastewater System Resiliency Plan for the City of Gresham, Oregon. This plan identifies system-wide improvements needed to strengthen all elements of the wastewater system to shorten the recovery time and reduce risk for both the CSZ earthquake and the Maximum Considered earthquake. The resiliency plan will provide the City with a prioritized list of recommended improvements for wastewater treatment plant buildings, process structures, pump stations, and collection system pipes including creek crossings.

→ GIS analyst for the Navy Yard City, Washington. Responsibilities include converting a list of sewer defects captured by the client into a figure for analysis. The analysis was based on the type and severity of sewer defects within the Navy Yard City sewer system to create a heat map of possible problem areas. Engineers then took steps to create a set of proposed improvements to the sewer system in the Navy Yard City area.

→ GIS analyst for the City of Auburn, Washington, Water System Plan Update. Assisted in editing map documents that display the City's current and future water system.

→ GIS analyst for the City of Bainbridge Island, Washington, Water System Plan. Assisted in editing the water system and land use map documents.

→ GIS analyst for the City of Auburn, Washington, Water Model On-Call Services. Involved in developing a set of unidirectional flushing program map documents. Responsible for creation of proposed directional flushing map figures that display the direction the pipes are flushing.

→ GIS analyst for the City of Stanwood, Washington, 2014 Water System Plan update. Updated the map documents based on a new influx of data. Duties included updating the capital improvement program and land use map documents.

→ GIS analyst for the City of Bellevue, Washington, Comprehensive Water System Plan Update. Conducted an industry survey of storage criteria to benchmarks the City's criteria and recommend updates. Evaluated required storage volumes and identified future deficiencies for the City's 26 reservoirs. Storage improvement projects were sized to eliminate future deficiencies. Included planning for establishing emergency wells from existing, unused groundwater wells.

→ GIS analyst for the City of Ashland, Oregon, TAP Emergency Supply Project. The project involved developing a transmission main to go from the City of Talent, Oregon, to the City of Ashland to relieve drought conditions. Responsible for mapping the water system improvements including the new pump station and new transmission main.

→ GIS analyst for the City of Lebanon, Oregon, Raw Water Intake Feasibility Study. Responsible for creating figures that showed the conceptual plan for a raw water pipeline connecting proposed facilities.

→ GIS analyst for the Bella Vista Water District, California, 2010 Urban Water Management Plan. Assisted in population projections for the service area and created figures displaying the water system and population projections.

→ GIS analyst for the City of West Sacramento, California, Water Master Plan Update. Responsible for creating and editing map documents that displayed the water distribution system and land use data.

→ GIS analyst for the City of Modesto, California, River Trunk Realignment, Bead Brook Siphon and Cannery Segregation Project. Responsible for creating figures that showed the existing alignment, problem areas, and recommendations for the project area.



Education

BS Civil Engineering, California State University, Long Beach, 1995

Licenses

Professional Engineer, Colorado, Texas,

Civil Engineer, Arizona, Nevada, Washington, Washington D.C.

Certification

Certified, PAC Program Trainer of PACP Users to include Manhole Module, National Association of Sewer Service Companies (NASSCO), May 2010

Certified, ITC Program for CIPP Inspector, (NASSCO), August 2010

Certified, ITC Program for Manhole Rehabilitation Technologies Inspector, NASSCO, January 2013

Professional Affiliations

National Society of Professional Engineers

American Society of Civil Engineers

American Public Works Association

Society of American Military Engineers

Greg A. Gould, P.E.

Greg Gould, an Associate Vice President with Carollo, joined the firm in 2007 and has over 26 years of experience in civil engineering design, construction, and project management for water distribution systems, gravity sewer and storm collection systems, force main systems, industrial infrastructure, lift stations, pumping stations, condition assessment, trenchless technology applications, and rehabilitation projects. Greg specializes in infrastructure projects with experience covering a wide range of water, wastewater and storm drain infrastructure applications for general, public, and city agencies. His experience includes hydraulic and master plan modeling and design related software. He has designed pipelines ranging from small collector sewers and water distribution lines to major pipelines up to 134 inches in diameter. He is also a certified NASSCO PACP/MACP Trainer.

Relevant Experience

→ Project manager for the Eastern Municipal Water District (EWMD), California – Warm Springs Lift Station Condition Assessment Project. The project involved the condition assessment of the 30-year old lift station and 15,600 linear feet of the two influent sewers, including 52 manholes. To avoid manned entry into the aging lift station wet well, a drone was used to capture video footage of the internal condition. Multi-sensor (LiDar/Sonar/high resolution video footage) of the two sewers and manholes were captured and assessed. For the lift station, a comparison was made between constructing a new lift station or rehabilitating the existing station from a dry-put configuration with horizontal centrifugal pumps to a submersible wet-well configuration. Ultimately, EMWD chose to design and construct a new lift station.

→ Project engineer review for the Eastside Interceptor Section 2 Rehabilitation, Phase 1, for King County, Washington. Project includes the preliminary engineering for the trenchless rehabilitation of approximately 5,000 feet of 96-inch diameter concrete sewer in Renton. The preliminary engineering will include the analysis of a sewer bypass system capable of handling up to 70 mgd, cultural resources, environmental studies, including noise analysis, odor control, risk analysis, and project permitting.

→ Project engineer for the Headworks Rehabilitation and Expansion at Plant 1 (P1-105) project for the Orange County Sanitation District (OCSD), California. Carollo is leading the design of a major upgrade of headworks and associated facilities at Orange County Sanitation District's Plant No. 1. This project, P1- 105, is a complex retrofit of critical facilities that must remain in service throughout construction. This project repairs, refurbishes, replaces, and upgrades the Plant 1 Headworks facilities to a "like new" level of service. When finished, the Plant 1 Headworks, with a peak capacity of 320 mgd, will operate reliably for at least another 20 years with only routine maintenance and operator attention.

→ Project engineer for the C-Line Condition Assessment for the South Tahoe Public Utility District, California. The project included a condition assessment of the existing 68,000-foot long, 18-inch to 21-inch diameter, mortar-lined and coal tar epoxy coated steel C-Line pipeline and an evaluation of the economic viability of designing and constructing a hydroelectric power facility. The condition assessment work included CCTV videotaping, soil resistivity testing, ultrasonic wall thickness testing, and laboratory testing. The condition assessment results were used to recommend targeted rehabilitation and/or replacement of the C-Line pipeline.

→ Project engineer for the Condition Assessment and Emergency Rehabilitation Design and Construction Project for Victor Valley Wastewater Reclamation Authority, Victorville, California. Carollo investigated 30,000 linear feet of a 27-inch interceptor consisting of vitrified clay pipe (VCP) and steel pipe using CCTV and sonar technology. The investigation revealed a failed lining within a steel pipe beneath a three-track railroad spur that was installed without a casing sleeve. Carollo prepared a fast-

tracked cured-in-place pipe (CIPP) design based on E-80 loading, and the project was successfully constructed with an ultraviolet (UV) cured CIPP installation. HDPE bypass piping was required to allow rehabilitation.

→ Project engineer for the Albuquerque Bernalillo County Water Utility Authority, New Mexico - Westside Interceptor at Yucca/Central. The project consisted of approximately 3,600 feet of 42-inch, 540 feet of 36-inch, and 200 feet of 15-inch fiberglass reinforced polymer mortar pipe sanitary sewer. The project also included five IPEX vortex drop structures to handle the drops in elevation in the 42-inch sanitary sewer.

→ Design manager for the Sewer Rehabilitation Group C Project for the City of Las Vegas. The project elements included development of a new validation condition assessment based on new CCTV coverage and 2004 CCTV coverage and condition assessments for 9,500 linear feet of 15-30 inches in diameter VCP and reinforced concrete pipe (RCP) including approximately 75 brick and precast concrete manholes. The work included performing a condition assessment report, rehabilitation design for full CIPP and point repairs with UVCIPP and an epoxy coating system for the manholes, bid phase services, and engineering services during construction. In addition, developed new City standard specification section to cover point repairs.

→ Project manager for the TRA Mountain Creek 30MC-1 Interceptor Project, Texas. This project included a condition assessment using simultaneous laser, sonar, and CCTV digital image capture, estimation of remaining useful life of existing 54-inch and 78-inch unlined RCP pipelines. This project also included the final design and evaluation for the existing 54-inch interceptor, removing and replacing the existing interceptors with 7,000 lineal feet of 90-inch diameter FRPMP gravity sewer interceptor and manholes, and alternatives analysis including cost/benefit ratios. The project also incorporated approximately 250 lineal feet of trenchless crossing of the Union Pacific Railroad, crossing of Mountain Creek, design of a flow diversion structure, associated bypass pumping, SWPPP, dewatering, repair of fences and gates, erosion control, traffic control provisions, trench safety system, and permitting.

→ Technical advisor for Trinity River Authority Henrietta Creek (25HC-3) Relief Interceptor Project, Texas. This rehabilitation project included a condition assessment of 13,000-LF of 24-inch unlined RCP pipeline using CCTV digital image capture. The preliminary engineering evaluation of rehabilitation options recommended a new 48-inch and 54-inch parallel pipeline and manholes. Work includes the detailed final design and construction of the new parallel pipeline, bypass pumping, dewatering, stream crossings, fence repairs and gates, erosion control, traffic control provisions, trench safety system, SWPPP, and permits.

→ Technical advisor for the Elm Fork Pipeline Rehabilitation Project for the Trinity River Authority, Dallas, Texas. This rehabilitation project included a condition assessment using simultaneous laser, sonar, and CCTV digital image capture, estimation of remaining useful life of existing 8,000 feet of 72-inch unlined RCP pipeline, and preliminary engineering for the rehabilitation or replacement of the pipeline.

→ Technical advisor for the City of Simi Valley, California, FY 2010-2011 Sanitation Sewer Trunk Rehabilitation Capital Improvements. The project included four separate projects totaling over 9,000 feet of sewer line rehabilitation using CIPP for 20-inch and 33-inch sewer pipe. The original pipe material was either RCP or VCP gravity sewer. Duties included bypass pumping layout and design with 18-inch HDPE pipe, CIPP design drawings and specs, CCTV review, utility coordination, and coordination with traffic control.

→ Technical advisor for the City of Fresno, California, Chestnut Avenue Sewer Rehabilitation. The project involved rehabilitation design for 1,250 linear feet of 15-inch unlined RCP. The project included site investigations, utility research; coordination of geotechnical and surveying efforts; development of plans, specifications, and cost estimate; bidding support; and construction support.



Education

PhD Engineering and Industrial Applied Mathematics, Claremont Graduate University, 2003

MS Mechanical Engineering, University of Louisiana, Lafayette, 1988

BS Mechanical Engineering, University of Louisiana, Lafayette, 1987

Licenses

Mechanical Engineer, California, Kansas, Colorado

Professional Engineer, Florida

Certification

Certificate, Managing Energy in Water and Wastewater Systems, University of Wisconsin, Madison, 9/30/08

Certified, Energy Manager, Association of Energy Engineers, 12/31/09

Certified, Green Building Engineer, Association of Energy Engineers, 12/31/09

LEED Accredited Professional, Green Building Certification Institute, 10/21/08

Professional Affiliations

American Society of Heating, Refrigeration, and Air Conditioning Engineers

Khalil Kairouz, Ph.D., P.E.

Dr. Khalil Kairouz, an associate, has experience in planning, process design, and construction services for conventional and advanced water and wastewater treatment projects. His design projects include pump stations; ion exchange, demineralization, odor control, and chemical feed facilities; boilers; heat exchangers; blowers; emergency standby generators; compressor facilities; pressure vessels; emergency chlorine scrubber systems; heating, ventilating, and air conditioning systems; tertiary filtration; and reverse osmosis.

Relevant Experience

→ Project manager for the Felton Booster Station Upgrades project for the City of Santa Cruz, California. The project included demolishing of existing pumps and design of a new pumping facility expanding the pump station from 6-mgd to 16-mgd. The project consisted of surge and hydraulic analysis of the water distribution piping system, design of five vertical turbine can-type pumps, each with a 700-hp variable frequency driven pump, along with associated electrical, instrumentation, and HVAC. The project also included a 1,250-kW standby generator facility.

→ Project engineer for the recycled water facilities project at RP-1 and RP-4 for the Inland Empire Utilities Agency, California. The project included design of two pump stations totaling 44 mgd in capacity. Each pump station includes nine motor and engine-driven vertical turbine pumps with associated hydraulic and surge analysis, piping, instrumentation, and controls.

→ Project engineer for the Irvington Equalization Storage Facilities project for the Union Sanitary District, California. Responsibilities included upgrade and expansion modifications to the existing pump station, which consisted of replacing the existing pumps with new solids handling, motor-driven, horizontal dry-pit non-clog type pumps, expanding the pump station to a total capacity of 44 mgd, and meeting the NFPA 820 requirements. Performed the hydraulic modeling of the piping distribution system and designed the pumping system with associated structures, piping, HVAC, and instrumentation and controls. Designed a 1,500-kW diesel standby generator facility, a 10,000 cfm odor control facility with air collection system from the pump station, and equalized storage facilities. The odor control facility included two-stage chemical scrubbers followed by carbon adsorbers with caustic, bleach, and acid-cleaning chemical systems.

→ Project manager for the pump station and water distribution expansion project for the Padre Dam Municipal Water District, California. The project included hydraulics and surge/control studies for several water distribution pipelines with capacities totaling 32 mgd, upgrading and expanding four pump stations with eight vertical turbine pumps, each pump with a 600-hp motor and associated control valves, piping systems, and controls. The project included a bulk liquid sodium hypochlorite disinfection facility with associated equipment and SCADA controls.

→ Lead engineer for the Southpark Pump Station project for the Orange County Public Facilities and Resources Department, California. Assisted in the design of a flood control pump station that consisted of three 1,200-hp dual-gas fuel, engine-driven, axial mixed flow pumps with a total capacity of 300 mgd. Also witnessed and supervised factory and field testing, and assisted in start-up of the pumps.

→ Project manager for the 72-mgd Arrowhead Pump Station engine retrofit and replacement project for the San Bernardino Municipal Water Department, California. The project included replacement of two existing engine-driven pumps with new solids handling, non-clog, lean-burn, engine-driven vertical dry pit pumps, and retrofitting two existing engines with air/fuel ratio controllers and catalytic converters. The project also included design of chemical odor scrubber systems, and upgrading the ventilation system to meet NFPA 820 requirements.

Khalil Kairouz, Ph.D., P.E.

Professional Affiliations

American Society of Mechanical Engineers

California Water Environment Association

Water Environment Federation

→ Lead design engineer for the effluent reuse pump station for the Water Reclamation Facility Upgrade project for the Camrosa Water District, California. Evaluated and subsequently designed the modifications to the effluent reuse pump station. The project included modifications to the existing effluent pump station wet well and addition of a vertical turbine pump to increase the station's capacity from 3 mgd to 10 mgd. The pump station lifts effluent to five interconnected reservoirs located approximately two miles away from the reclamation plant.

→ Design engineer for the Tertiary Effluent Pump Station Expansion as part of the facility expansion project for the Eastern Municipal Water District, California. The existing effluent pump station has three electrical pumps and one natural gas engine-driven pump. Designed the new effluent pump station with an 800-hp natural gas engine-driven pump with the capacity to expand the system to four engine-driven pumps. The pumps are vertical turbines designed for an operating pressure of 191 psi. This effluent pump station distributes water to a district-wide network of pipes that supply reclaimed water for recreational and irrigation use.

→ Project engineer for the Pump Station P-4 modifications project for the El Toro Water District, California. The project included modifications to the existing pumps with new 5-mgd energy-efficient water booster split-case type pumps to serve the ultra-high zone distribution system. The project also included a surge analysis of a 600-kW standby generator system, associated controls, and heating, ventilating, and air conditioning.

→ Design engineer for the Swan Island (West Side) CSO project for the City of Portland, Oregon. Assisted in the design of a 120-mgd pump station that incorporates self-cleaning trench/wet well design and includes six submersible non-clog pumps in a dry-pit where three of the pumps are variable frequency drive, 2,000-hp each and the other three pumps are constant speed, 1,000-hp each.

→ Project engineer for the Aeration Upgrades to the Secondary System project for the City of Riverside, California. Responsibilities included modifications to the existing aeration basins with new diffusers and piping systems, new aeration blower facility consisting of five single-stage centrifugal blowers by Turblex, each with a 700-hp motor. The blowers are designed to operate with most open valve, dissolved oxygen, and pressure controls.

→ Mechanical engineer for the 3ASX Project for the San Bernardino Municipal Water Department, California. Responsibilities included design of a 2-mgd booster pump station with three variable frequency driven vertical turbine pumps and provisions for three additional pumps with a total capacity of 13 mgd, a 13-ton emergency chlorine scrubber system, and a sodium bisulfite dechlorination facility.

→ Lead design engineer for the Wastewater Treatment Plant No. 3 Expansion project for the City of Bakersfield, California. Responsibilities included design of two 70-foot diameter digesters with associated sludge heating system, a 32-mgd influent wastewater pump station consisting of three vertical dry pit submersible pumps with variable frequency drives, a 12-mgd filter effluent pump station consisting of three vertical turbine pumps, a 10-mgd digester sludge mixing pump station consisting of three horizontal axial flow pumps, and a 1.5-mgd pump station consisting of three progressive cavity pumps.

→ Lead design engineer for the Primary Hydraulic Reliability project for the San Bernardino Municipal Water Department, California. His responsibilities included the design of an automated three 30-hp each plant and instrument air compressor facility. The design consisted of an air receiving tank, two refrigerated dryers, air filters, and associated instruments and controls. The design also provided the capability of automatically and manually controlling and monitoring the operation of the compressors from the operation center room through a supervisory control and data acquisition system.



Education

MS Civil Engineering, University of California, Berkeley, 1994

BS Civil Engineering, University of California, Irvine, 1993

Licenses

Structural Engineer, California, Oregon

Civil/Structural Engineer, Washington

Civil Engineer, California

Professional Affiliations

American Concrete Institute

American Institute of Steel Construction

James A. Doering, P.E., S.E.

James Doering, a registered structural and civil engineer, is Carollo's structural lead engineer in Southern California. He manages structural design and evaluations for large and small projects. He has 27 years of experience in structural analysis, design, seismic retrofit, rehabilitation, review, and assessment for a variety of structures, such as wastewater and water treatment facilities, pump stations, reservoirs, tanks, clarifiers, large pipe supports, retaining walls, operations and maintenance facilities, office buildings, parking structures, post tensioned concrete structures, retail shopping centers, and warehouses.

Relevant Experience

→ Structural engineer for the Integrated Master Plan for the City of Riverside, California. The master plan identified expansion and replacement needs for the City's wastewater collection system and expansion of the Regional Water Quality Control Plant from 40 mgd to 52 mgd. The wastewater collection system is comprised of more than 1,100 miles of gravity sewers and 18 wastewater pump stations. The plant processes consist of a headworks, primary clarifiers, a biological nitrogen removal activated sludge process, secondary clarifiers, tertiary filtration, and chlorination/dechlorination. Solids processes include solids thickening, anaerobic digestion, and centrifuge dewatering. The project included the structural condition assessment of the existing facilities at the Regional Water Quality Control Plant.

→ Structural engineer for the 2018 Integrated Master Plan for the City of Banning, California. The plan involved the structural condition assessment and recommendations for water, wastewater, and recycled water systems that included pump stations, welded steel tanks, prestressed concrete tanks, bolted steel tanks, and well facilities.

→ Structural engineer for the 2017 Facilities Master Plan for Orange County Sanitation District, California. This Master Plan develops a 20-year capital improvement plan for the District's treatment plant and collection system sewers and pump stations. Over the 20-year planning period, numerous District treatment facilities and collection system sewers and pumping facilities will need rehabilitation or replacement, with a total capital expenditure of approximately $5 billion. This Master Plan identifies the rehabilitation/replacement needs and develops a preliminary scope of work and planning level cost estimate for each project.

→ Structural engineer for the 2016 Water Master Plan for Cucamonga Valley Water District in Rancho Cucamonga, California. Completed assessments of 10 steel water storage tanks and numerous pump stations and wells. Vulnerabilities were identified by conducting both site visits and performing cursory structural analyses. Recommendations and cost estimates for mitigation were included in a report.

→ Structural engineer for the 2019-2020 Willamette Facilities Plan for Clackamas County Water Environmental Services near Portland, Oregon. The scope of work included the structural assessment of the structural assets at the Kellog Creek WWTP, Tri-City WWTP, and two lift stations.

→ Structural engineer for the 2014 Waterworks Facilities Assessment for the City of Simi Valley, California. Completed assessments of more than 50 steel water storage tanks and numerous pump stations. Vulnerabilities were identified by conducting both site visits and performing cursory structural analyses. Recommendations and cost estimates for mitigation were included in a report.

→ Structural engineer for the South Lift Station project for Carson City, Nevada.

→ Structural engineer for the Pump Station Improvements project for the Padre Dam Municipal Water District, California. Tasks included the seismic retrofit of the roof-to-wall connections at Pump Stations 1, 4, and 7.

→ Structural engineer for 870-2 Pump Station Replacement for Otay Water District, San Diego, CA. The project included a new

pump station with a capacity of 20 mgd, designed with a pitched steel-framed roof with CMU wall construction. In addition to the pump room, the pump station building also included rooms for sodium hypochlorite storage, aqueous ammonia, storage, electrical equipment, and permanent emergency back-up generator.

→ Structural engineer for the Fletcher Hills 2 Pump Station Replacement for Helix Water District, in El Cajon, California. The project included a new CMU building with steel-framed gable roof to house pumps and electrical equipment.

→ Structural engineer for the Rockhoff Pump Station Replacement for Rincon Del Diablo MWD in Escondido, California. The project included a new CMU building with steel-framed gable roof to house new pumps and electrical equipment.

→ Structural engineer for the seismic evaluation of the Plant No. 1 preliminary treatment facilities associated with the P1-105 Headworks Rehabilitation and Expansion at Plant No. 1 Project for the Orange County Sanitation District, California. Tasks include performance of an ASCE 41-13, Tier 1 and Tier 2 seismic evaluations for the existing metering building, bar screen building, grit screenings building, grit chambers, and power building. Findings will be used for long-range facility planning and the development of seismic retrofit strategies.

→ Lead structural engineer for the Los Angeles Bureau of Engineers (LABOE) tertiary expansion to the Terminal Island Water Reclamation Plant in Los Angeles, California. The project was a design-build effort that included a new 2.0-MG rectangular concrete equalization tank and advanced water treatment facilities. Challenges included liquefaction mitigation using stone columns.

→ Lead structural engineer for the San Francisco Public Utilities Commission, Southeast Water Pollution Control Plant, SEP 020 Headworks Replacement Project. The project includes a new 250-mgd headworks facility that is about 375 feet long and has integrated electrical, screening, grit chambers, and grit handling processes. The facility was designed with a deep foundation system comprised of 125-ft long drilled concrete piers.

→ Structural engineer for the seismic evaluation of Plant 1 & 2 facilities for Orange County Sanitation District in Orange County, California. The scope of work included evaluating more than 60 structures following ASCE 41 and ACI 350 procedures. Structures included single and multi-story process and admin/service buildings, as well as, digesters, basins, surge towers, and gas holders. Both ground shaking and the response to ground deformations due to liquefaction were evaluated to identify vulnerabilities. Conceptual structural and geotechnical mitigation strategies were then developed and prioritized to assist the District with implementation into their Master Plan.

→ Structural engineer for the 3.1-million gallon stormwater tank at the San Diego International Airport (Lindbergh Field). The design-build project included a circular, buried, cast-in-place concrete tank supported on auger-cast piles with secant pile shoring.

→ Structural engineer for the Veolia Water West Operating Services/City of Palm Springs, California, Wastewater Treatment Plant Upgrade. The project included a new 22 MGD capacity headworks with Parshall flume and influent pump station, two new 100-ft diameter primary clarifiers with FRP launders, a primary sludge pump station, an elevated sludge degritting facility, odor control, replacement of the existing Digester No. 2 floating steel dome with a new fixed steel dome, and an electrical building.

→ Structural engineer for engineering services during construction for the $192 million Headworks Replacement project for the 340-mgd Orange County Sanitation District Wastewater Treatment Plant No. 2 in Huntington Beach, California. The project included facilities for metering, bar screening, screenings handling, grit removal, grit handling, odor control, chemical handling, and power distribution. The project also included an elevated 84-inch welded steel pipe for temporary bypass to facilitate construction.



Education

BS Technology, University of Houston, 1984

MS Environmental Engineering, Loyola Marymount University, 1997

Licenses

Civil Engineer, California, Nevada

Megerdich "Miko" Aivazian, P.E.

Miko Aivazian has more than 29 years of experience in marketing, planning, design, and construction of facilities for environmental, industrial, and commercial projects. He has been involved as a senior project/client manager and engineer for several water/wastewater projects for more than 24 years, including planning, study, design and construction management of pumping stations, reservoirs, pipelines, and water and wastewater treatment plants. He has managed the design and construction of many projects for major Southern California clients.

Relevant Experience

→ Project manager for the Los Angeles International Airport Recycled Water Main for the City of Los Angeles Department of Water and Power (LADWP), California. Task Order No. ESC-31 involved design of a recycled water pipeline main paralleling the I-105 Freeway to provide recycled water for landscaping purposes. This fast-track design replaced the potable water usage for irrigation purposes within the Los Angeles International Airport. The pipeline was approximately 2,800 feet of 6-inch-diameter PVC piping and approximately 600 feet of 3-inch PVC piping within a heavy traffic area. The design also included utility research to determine size and locations of all utilities within the project area. The project required permitting and coordination with Caltrans for placing a section of the pipeline within Caltrans right-of-way. Also coordinated the efforts between Los Angeles World Airports (LAWA), LADWP, California Department of Public Health, and Caltrans for the permitting efforts. LADWP and LAWA design standards were implemented and used for this project.

→ Project manager for the Elsinore Valley Municipal Water District's Diamond Regional Sewer Lift Station (DRSLS) and Dual Forcemains (DFMS) – DRSLS encompasses three major components: New Lift Station, New Dual Forcemains, and system improvements and tie-in the existing sewer system. DRSLS is a three phased project with a peak flow capacity of 9, 14.8, and 19.9 mgd. The phase 1 will construct the structure for the ultimate phase three capacity and the equipment will be installed to meet the phase 1 peak flow capacity. The DRSLS also includes a pre-treatment (Grinder) and an odor control facility. The lift station is a Dry-Pit Submersible type lift station with a depth of approximately 45 feet. This project also includes a DFM approximately 3,100 feet long, one 24-inch and one 16-inch inside diameter HDPE pipelines. Miko has been coordinating the design of this project with the District as well as the subconsultants and other agencies.

→ Project manager for the San Diego International Airport/Sundt Stormwater Design-Build Validation Phase for the San Diego International Airport (SDIA); California. Carollo was hired by Sundt Construction, Inc. to provide design and engineering services during construction for the proposed stormwater storage tank known as Cistern "C". The Cistern C sizing was based on the Strategic Stormwater Master Plan (SSMP) recommendations – Capture and Reuse Project developed for the San Diego Airport Authority. As part of the project, Carollo validate the hydrology model with a 85% capture rate. The Cistern C was sized for 3.0 MG storage capacity and included an inlet pipe, overflow system and two submersible pumps with an average 130 gpm serving as the cistern outlet system. Carollo was also responsible for the structural design of the cistern that included a cast-in-place circular tank with a diameter of approximately 160-feet. Miko coordinated the sizing and design efforts during the schematic design, design development, construction documents phases with the DB team and the Airport Authority and in now working construction phase of this project

→ Quality assurance/quality control for Casa Loma Siphon 1 Seismic Retrofit project for Metropolitan Water District of Southern California. Carollo is providing preliminary and final design of 1,000 feet of dual 104-inch diameter pipelines at the Casa Loma Fault Crossing.

→ Project manager for the City of Pasadena, California, Replacement of the Sunset

Reservoir preliminary design project. The project involved the seismic/structural evaluation of a 5.6-MG elliptical-shaped reservoir with a hopper bottom and wood-framed roof originally constructed in 1888. Operational strategies, rehabilitation/retrofit, and replacement alternatives were considered. Findings and recommendations were presented in a report with conceptual level cost estimates.

→ Project manager for the Inland Empire Utilities Agency, California, Baseline Recycled Water Pipeline Project. The Baseline Recycled Water Pipeline Project at northeastern portion of the service area includes an existing 24-inch diameter pipeline located in Baseline Avenue will be extended approximately 8,200 linear feet to Cherry Avenue in the City of Fontana of which 4,500 linear feet will be along Baseline Avenue and 3,700 feet will be along South Heritage Circle. The project will support recycled water for landscape irrigation in medians, park ways, and parks which will increase the beneficial reuse of recycled water by approximately 105 AFY. The pipeline extension will be located within IEUA's 1630 pressure zone. There will be a potential to increase recycled water usage in the future with lateral branches from the 24-inch line pipeline to the north and south of Baseline Avenue and further east into the City of Fontana. This project will provide water reliability by reducing dependence on imported water and maximizing the beneficial reuse of recycled water.

→ Project manager for the City of San Diego, California, Pure Water Program, Task 7 – Morena Pump Station, Wastewater Forcemain, and Brine Conveyance preliminary design. The Morena Pump Station was constructed to divert flow from the (E) Mission Valley Interceptor, screen the flow, and pump it through a 48-inch discharge forcemain to the North City Water Reclamation Plant (NCWRP). Discharged brine from NCWRP was conveyed by a 24-inch brine pipeline to an energy dissipater facility at the same site location as the Morena Pump Station. The brine discharge flows by gravity along the same alignment as the wastewater forcemain. The energy dissipater facility reduces the flow velocity before the brine is discharged into an existing 48-inch sanitary sewer line. Provided civil design services, including development of alignment alternatives and 10-percent level design for the pipelines and pump station. Responsible for managing the project with City staff from project conception and working with permitting agencies, including Caltrans and Railroad Authorities, for tunneling sections of the pipeline alignment.

→ Project engineer for the Terminal Island High Pressure Effluent (HPE)/Low Pressure Effluent (LPE) Pump Station and Pipeline for the City of Los Angeles, Bureau of Sanitation, Environmental Engineering Department, California. The HPE/LPE system improvements upgraded the treatment plant's HPE and LPE wastewater pumping and distribution systems. The project replaced existing HPE and LPE pumping systems and associated distribution piping. The work included construction of a new 10-inch diameter HPE ductile iron pipeline loop around the treatment plant and connections to the existing HPE and LPE local service pipes. Equipment installation included a new wet well isolation valve, 16-inch pump suction header, five new horizontal pumps and pads, valves, piping and supports/restraints, a flow meter, surge tank, air receiver and pad, air compressors and related piping. This project was awarded a City of Los Angeles Star Award.

→ Project manager for the Chevy Chase 968 Booster Pump Station for the City of Glendale, California. The pump station consists of a tri-level below ground structure with an above grade electrical and chemical storage room. The pump station is equipped with three 200-hp, 1,200-gpm vertical turbine pumps. The new pumps are capable of pumping either directly from the reservoir or from the inlet/outlet piping to the 1290 pressure zone. The pump station design also includes surge protection for the pumping system.



Kevin Krajewski, PE

Role: Senior Project Manager

Education
B.S., Mechanical Engineering,
University of California – Davis, 1995

Registration
Mechanical Engineer, CA (M31744)

Joined V&A
1996

Total Years of Experience
25 years

Training and Certifications

- Asbestos Awareness
- Confined Space Entry-Certified
- Basic CPR/First Aid

Publications

- "You Can't Squeeze Wine from a Stone: The Success of Napa Sanitation District's I&I Reduction Program," WEFTEC Annual Conference, 2017 (Damron A., Winkelman M)
- "Collection System Flow Monitoring Technology at EBMUD," WEFTEC Annual Conference, 2009
- "Sacramento Regional County Sanitation District Interceptor Sulfide Generation Model," WEFTEC Annual Conference, 2007
- "Ahead of The Flow," Public Works Magazine, 2006
- "Oro Loma Sanitary District Bockman Lift Station: Flow Monitoring and I/I Analysis – A Case Study," CWEA Conference, 2004
- "Cost-Effective Collection System Assessment," HWEA Collection Systems Conference, 2003

Professional Summary

Kevin Krajewski is a senior level project engineer, engineering manager, division manager, practice leader and respected industry leader for over 25 years. He is an entrepreneur who has combined technical expertise and a strong work ethic to transform a perceived the commodity service of flow monitoring into a professional engineering value-added service, growing the company business and market share within this industry from a start-up level into a sustainable multi-million-dollar source of revenue generation for V&A.

Kevin's expertise includes flow monitoring and analysis of inflow and infiltration (I/I) into collection systems, including development of synthetic I/I hydrographs and estimate of peak wet weather flows for design storm events.

Relevant Experience

City of King City Wastewater Facilities Plan and Collection System Master Plan Flow Monitoring, King City, CA

V&A performed wet weather sanitary sewer flow monitoring services within the City of King City (City) to evaluate the inflow and infiltration (I/I) rate into the City's sanitary sewer system. The work included flow monitoring; 10 open-channel flow meters at 9 sites and 2 rain gauges for 4 weeks, Light traffic control was required, along with regular coordination with the District. V&A coincidentally also helped the City determine pipelines that differed from their sanitary map.

City of Tulare Master Plan Flow Monitoring, Tulare, CA

V&A performed wet weather sanitary sewer flow monitoring services within the City of Tulare (City) to establish average dry weather flows and evaluate the inflow and infiltration (I/I) response at 15 open-channel flow monitoring sites within the City's sanitary sewer system. The duration of the work was 1 month; pipe sizes ranged from 12 inches to 42 inches in diameter. This project was in support of a master planning effort.

City of Riverside Master Plan Flow Monitoring, Riverside, CA

V&A performed wet weather sanitary sewer flow monitoring services within the City of Riverside (City) to establish average dry weather flows and evaluate the inflow and infiltration (I/I) response at 60 open-channel flow monitoring sites within the City's sanitary sewer system. The duration of the work was 1 month; pipe sizes ranged from 8 inches to 51 inches in diameter. This project was in support of a master planning effort.

City of Banning Master Plan Flow Monitoring, Banning, CA

V&A performed wet weather sanitary sewer flow monitoring services within the City of Banning (City) to establish average dry weather flows and

evaluate the inflow and infiltration (I/I) response at 9 open-channel flow monitoring sites within the City's sanitary sewer system. The duration of the work was 1 month; pipe sizes ranged from 12 inches to 30 inches in diameter. This project was in support of a master planning effort.

City of Lemoore Master Plan Flow Monitoring, Lemoore, CA

V&A performed sanitary sewer flow monitoring services within the City of Lemoore (City) to establish average dry weather flows and identify capacity issues at 15 open-channel flow monitoring sites within the City's sanitary sewer system. The duration of the work was 2 weeks; pipe sizes ranged from 10 inches to 18 inches in diameter. This project was in support of a master planning effort.

Central Contra Costa Sanitary District: Hydraulic Model Update, Martinez, CA

V&A completed the sanitary sewer flow monitoring and inflow and infiltration (I/I) analysis within the District, including 5 rainfall gauges. Flow and inflow and infiltration (I/I) analysis was performed over a 2-month period at 36 open-channel flow monitoring sites. The purpose of this study was to measure sanitary sewer flows at the flow monitoring sites and estimate available sewer capacity and infiltration and inflow (I/I) occurring in the basins upstream from the flow monitoring sites. The data was used to calibrate a new dynamic model for the District. Particular challenges of this project included understanding and overcoming the differing and often challenging permitting issues of all of the different contributing agencies (8 cities, 1 county, Regional Parks, etc.). V&A followed up this study by conducting flow monitoring at 70 locations during the 2015/2016 wet weather season. CCCSD previously had a static model and had not conducted flow monitoring for over 10 years. Capturing quality data to calibrate their newly purchased dynamic model was a high-profile item and of extreme importance to CCCSD.

Eastern Municipal Water District (EMWD) Flow Monitoring & Model Calibration, Moreno Valley, CA

V&A completed sanitary sewer flow monitoring and rainfall monitoring with inflow and infiltration analysis over a period of approximately one month at 55 open-channel flow monitoring sites and five rain gauge locations. The purpose of this study was to measure sanitary sewer flows that can be used to calibrate the District's hydraulic model to prevent sanitary sewer overflow. V&A also performed a condition assessment on the diversion structures to confirm the flow routing in the system. V&A was retained the following year to conduct a similar flow monitoring and I/I analysis study on a different area of the EMWD system, which included 60 flow monitoring locations for approximately one month.

Downtown City of Santa Monica Flow Monitoring. Santa Monica, CA

V&A performed sanitary sewer flow monitoring at for the City of Santa Monica 25 open-channel sites over a two-week period in November 2015. The purpose of this study was to establish the baseline and peak flow conditions with results used for an Environmental Impact Report. V&A prepared a report summarizing peak recorded dry weather flows, levels, d/D ratios, peaking factors, and rim-to-invert measurements per site during the flow monitoring period.

City of Anaheim Master Plan Flow Monitoring, Anaheim, CA

V&A has completed sanitary sewer flow monitoring and rainfall monitoring within the west area of the City of Anaheim collection system. The analysis was performed over a consecutive 3-month period with open-channel flow meters at 15 sites and rain data collected from four rain gauge locations. This study established the baseline sanitary sewer flows at the flow monitoring sites, estimated available sewer capacity, isolated inflow and infiltration (I/I) response, and included I/I analysis. V&A was able to provide an approach that would allow near zero velocities to be recorded and assure at least a 97% up-time.

City of Davis Master Plan Flow Monitoring, Davis, CA

V&A performed wet weather sanitary sewer flow monitoring services within the City of Davis to establish average dry weather flows and evaluate the inflow and infiltration (I/I) response at 10 open-channel flow monitoring sites and 2 rain gauge sites within the City's sanitary sewer system. The duration of the work was 6 weeks; pipe sizes ranged from 12 inches to 42 inches in diameter. This project was in support of a master planning effort.

NATIONAL PLANT SERVICES
A Carylon Company

JEFF GARCIA

Industry Tenure
2002 - Present

Certification
NASSCO
Pipeline Assessment

30 hour OSHA

10 hour OSHA

Medical
Services First Aid

CPR

Confined Space
Awareness

Education
Bachelor of Arts
Boston College

Jeff is responsible for supervising all phases of condition assessment projects including oversight and training of office and field staff. Jeff has extensive experience working on Sanitary Sewer Evaluation Study projects throughout the Western United States.

Jeff has over 19 years of sewer inspection experience and has experience in all phases of field evaluations. These include manhole inspections, sewer and storm inspections, flow monitoring, dye-test confirmation, smoke testing, building inspections, cleaning large diameter pipe, GPS surveys and data collection, public relations, field management, quality control and assurance, and safety training. He has his OSHA 10 and 30 Construction Safety Awareness, Medical Services First Aid, CPR and Excavation Safety Training.

Relevant Recent Experience

- Cleaning, Inspecting, and UV Spot Repairs of Truss pipe for San Bernardino County Special Districts.
- Closed-Circuit Televising Services of Sewer Mains and Manholes – Santa Cruz County Sanitation District (Large diameter pipe cleaning and inspection, IBAK SI Manhole MACP Level 2 Inspections)
- City Wide Sewer Line Cleaning, CCTV Inspection and Manhole Inspection – City of San Gabriel, CA (Sewer cleaning and IBAK mainline scanning)
- Large Diameter Storm Drain Rehabilitation – CalTrans, (Large pipe cleaning and inspection)
- Trenchless Sewer Repairs – Coachella Valley Water District (Used Cosmic UV system to install 4' spot repairs)
- Pipe Rehab with Sewer Laterals – LA County Sanitation Districts (dye testing, flow monitoring, cleaning, inspection, lateral bypass)
- 75 Mile Condition Assessment – LA County Department Public Works (Clean and CCTV 75 miles of sewer pipe across multiple cities)
- Sewer System Maintenance - City of Lynwood, CA
- CCTV Inspection, Citywide - City of Arcadia, CA
- Trunk Sewer Condition Assessment, LA County Sanitation District (Floating large trunk lines for cleaning/rehab)
- Sanitary Sewer Overflow Control Program Group 2 – Sewer Rehabilitation – City of Los Angeles, CA

carollo

Engineers...Working Wonders With Water®

November 5, 2021

SCOPE OF SERVICES (revised version 11/05/2021)

2021 SEWER MASTER PLAN

City of Gardena

TASK 1 - DATA COLLECTION AND MEETINGS

Carollo will prepare for and attend a project kickoff meeting to discuss project objectives and data needs for the project. Carollo will gather, collect, and examine all data supplied by the City, which is assumed to include electronic copies of as-built drawings, past video inspections, maintenance records, the previous H2OMap Model, the City's sewer system utility map sets in CAD, land use, and other pertinent data in GIS. Through this task, Carollo will develop a thorough understanding of the City's wastewater collection system, including the operation and maintenance practices, existing and anticipated land uses and population within the City.

In addition to the kickoff meeting, this task includes up to five (5) additional project meetings.

Deliverables: Data Collection List.

TASK 2 - SEWER CCTV SURVEY

The Carollo/National Plant Services Team will conduct Closed Circuit Television (CCTV) inspection of approximately 8 miles of sewer mains not covered in the City's most recent CCTV inspection round. The system will be inspected for general construction, condition and evidence of inflow, infiltration or surcharging. Pipe conditions in accordance with the National Association of Sewer Service Company's (NASSCO) Pipeline Assessment and Certification Program (PACP).

We will document all observed substantial infiltration and inflow and critical structural damage or blockages, and provide corrections to the sanitary sewer system drawings, as appropriate.

Deliverables: CCTV inspection results and reports, CCTV and Manhole Inspection Findings Technical Memorandum (TM).

TASK 3 - MANHOLE INSPECTION

There are approximately 2,080 sewer manholes within City limits. As part of this task, the Carollo/National Plant Services Team will inspect all 2,080 manholes for general construction, condition and evidence of inflow, infiltration and surcharging. Manhole conditions will be documented in accordance with the NASSCO Manhole Assessment and Certification Program (MACP) Level 1. Traffic control will follow the WATCH Manual, and no parking signs will be posted 72 hours before inspection. In addition to the NASSCO MACP Level 1 inspections, National Plant Services will take manhole depth measurements at each manhole, as well as global positioning system (GPS) coordinates (X,Y) as well as elevation measurements (Z) at each manhole using ESRI's Collector tool. This information will be used to help develop the City's sewer system GIS database and hydraulic model.

Deliverables: Manhole inspection results and reports, CCTV and Manhole Inspection Findings TM.

TASK 4 - FLOW MONITORING

The Carollo/V&A Team will collect flow and rainfall data for representative areas within the City's wastewater collection system. Carollo recommends 15 flow meters be installed for a duration of one month. Extension beyond this timeframe can be provided as an additional service. The flow meters will be installed during a time period deemed to be the most conducive for capturing flows during significant wet weather periods. The recorded flow data will be organized and delivered to the City in electronic format.

Deliverables: Flow monitoring data and report.

TASK 5 - SEWER FLOW PROJECTIONS

Carollo will develop estimates of the existing dry weather and wet weather flows, and will develop future flow projections through year 2045, consistent with the City's urban water management plan (UWMP) horizon. The future flow projections will be based on information provided in the City's General Plan, Specific Plans, and UWMP and Water Supply Assessment projections.

Deliverables: Existing and Future Flow Projections TM.

TASK 6 - LIFT STATION ASSESSMENT

Carollo will perform a field condition assessment of one (1) lift station to assess the overall condition of the lift station and document any observed safety concerns/code violations, the reliability/redundancy of the lift station, and flood resilience. We will also document the capacity of the lift station based on as-built drawings and available pump curves.

Deliverables: Lift Station Condition Assessment Findings TM.

TASK 7 - GIS AND HYDRAULIC MODEL DEVELOPMENT

Subtask 7.1 - GIS Development

Carollo will prepare a GIS-based database of the City's collection system, including sewer main, manholes, County sewer lines/manholes, and lift station. The GIS database will be prepared using the City's existing sewer system mapping (CAD format), which will be converted to GIS and all data necessary to complete the database (e.g., pipe inverts and diameter, manhole invert and rim, etc.). The sewer GIS will be compiled based on available information from the City (such as as-built drawings or other existing data) and the manhole inspection data described in Task 3. The GIS database will have complete metadata and will be provided to the City in a shapefile format compatible with the City's computerized maintenance management system (CMMS) platform. The coordinate system to be used for GIS data is NAD 1983 State

Plane California Zone 5 FIPS 0405 feet. Maps will be provided to the City as PDF and shapefile formats.

Deliverables: Complete sewer system map with attribute data in shapefiles compatible with City's CMMS platform.

Subtask 7.2 - Hydraulic Model Development and Calibration

Using the GIS database prepared as part of Subtask 7.1, Carollo will construct a hydraulic model of the sewer collection system in a software program approved by the City. The model will be calibrated against the flow monitoring data collected as part of Task 4 and updated to include existing and future peak dry and peak wet weather flow scenarios.

Deliverables: Collection System Hydraulic Model Files.

TASK 8 - TECHNICAL MEMORANDUM ON EXISTING AND FUTURE WASTEWATER COLLECTION SYSTEM

Carollo will develop a TM summarizing the results of the capacity analysis of the City's collection system using the hydraulic model (developed as part of Task 7). The TM will identify locations in the wastewater system that have capacity constraints under existing and future peak dry and peak wet weather flow conditions. Carollo will also recommend the appropriate d/D criteria for the City as part of this task, and will develop capacity improvements to meet existing and future peak flow projections.

The Existing Wastewater Collection System TM will summarize the modeling software selection, the flow monitoring program, planning and evaluation criteria, hydraulic model development and calibration, existing and future system modeling results, and recommended capacity improvements.

Deliverables: Existing and Future Wastewater Collection System TM, Draft and Final.

TASK 9 - CAPITAL IMPROVEMENT PROGRAM (CIP)

Carollo will develop a CIP for the City's collection system, based on the findings from Tasks 1 – 8. The CIP will include Class 5 estimates and phasing for projects needed to correct existing and future capacity deficiencies (as documented in Task 8) and condition (as identified in Tasks 2, 3, and 6). The CIP will provide a prioritized list of recommended improvements for immediate (5 years), mid-term (10 years) and long-term (10+ years) projects.

Deliverables: Prioritized CIP plan with detailed description of the project identifying deficiencies, improvements required and cost estimates.

TASK 10 - SEWER MASTER PLAN REPORT

The findings from Tasks 1-9 will be documented in the Sewer Master Plan report, which will be prepared as part of this task. Carollo will submit a draft Master Plan report to the City in pdf and word document formats. The draft report will be discussed in a project meeting. City comments on the draft report will be incorporated into a final report, which will be provided in pdf and word document format, as well as five (5) hard copies.

Carollo will also prepare the City's electronic CIP deliverables and ESRI story maps as part of this task.

Deliverables: Master Plan Report, Draft and Final; Electronic CIP and ESRI Storyboards.

TASK 11 - SEWER SYSTEM MANAGEMENT PLAN UPDATE

Carollo will prepare an updated Sewer System Management Plan (SSMP) in accordance with the State Water Resources Control Board (SWRCB) Order No. 2006–0003 WDR, and subsequent amendments, including the "SWRCB Informal Staff Draft – February 2021 Order WQ202X-XXXX-DWQ Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems" and incorporate design and technical information developed as part of the Sewer Master Plan above into the SSMP Update as appropriate. The SSMP document shall detail how the City's sewer system is operated, maintained, repaired and funded, and will include all elements required to satisfy the State's regulatory requirements.

Deliverables: SSMP Report, Draft and Final.

TASK 12 - SEWER DESIGN MANUAL

Carollo will prepare a Sewer Design Manual to provide guidelines for the analysis and design of sewer facilities in the City of Gardena. The manual may include, but not necessarily be limited to, the following sections:

1. Sizing – Proposed sewer systems shall be designed based on tributary areas, land use, and population estimate. Minimum pipe size allowed shall be specified.
2. Modeling – The manual will provide guidelines for modeling existing condition, proposed development condition, and General Plan ultimate build out condition.
3. Capacity – The manual will list the maximum allowable capacity of proposed sewer line per range of pipe sizes.
4. Horizontal Alignment – The manual will provide guidelines on location, maximum deflection at bends, clearances to other facilities, etc.
5. Vertical Alignment – The manual will provide guidelines on ground cover, slope, drops through manholes, clearances to other facilities, blanket protection, etc.
6. Materials – The manual will describe the pipe materials allowed by the City.
7. Soil Report – The manual will provide requirements for geologic investigation, soil unit weight, etc.
8. Bedding – The manual will provide guidelines on calculations, safety factor, and plan requirements.
9. Manholes – The manual will include spacing, future stub, manhole type requirements, etc.
10. Lift Stations – The manual will provide requirements for lift stations.
11. Standard Details – The manual will provide a list of standard details acceptable to the City.
12. Easements – Easement requirements will be detailed in the manual to provide the City with the necessary access for maintenance of public sewer facilities outside of public right-of-way.

Carollo will submit the Draft Sewer Design Manual to the City for review. Comments from the City on the Draft Sewer Design Manual will be incorporated into the Final Sewer Design Manual.

Deliverables: Sewer Design Manual, Draft and Final.

TASK 13 - ON-CALL HYDRAULIC ANALYSIS (OPTIONAL)

Carollo will update the master plan hydraulic model as new developments are proposed. The scope of work for this task will consist of obtaining the development engineer's sewer capacity analysis report/calculations and updating the master plan hydraulic model to verify that the additional sewer flow is within an acceptable range. This work will be conducted on a Time and Materials basis. For budgeting purposes, this optional task includes up to $30,000 for on-call hydraulic analysis.

FEE ESTIMATE (REVISED 11/5/2021)

2021 SEWER MASTER PLAN

City of Gardena

Engineers...Working Wonders With Water™

Task Description	Hours by Classification								Labor	Subs and Other Direct Expenses[1]	Estimated Fee
	Senior Professional	Lead Project Professional	Project Professional	Project Professional	Professional	Technician	Word Processing	**Total Hours**			
	$312	$220	$175	$175	$175	$145	$125				
Task 1 - Data Collection and Meetings	8	46	24	16	4	0	0	**98**	$ 20,300	$ 1,300	$ 21,600
Task 2 - Sewer CCTV Survey	0	2	0	4	20	0	0	**26**	$ 4,600	$ 62,400	$ 67,000
Task 3 - Manhole Inspection (2,080 Manholes)	0	2	0	24	80	0	0	**106**	$ 18,600	$ 119,300	$ 137,900
Task 4 - Flow Monitoring	0	4	6	0	4	8	0	**22**	$ 3,800	$ 90,400	$ 94,200
Task 5 - Sewer Flow Projections	2	4	16	36	0	6	0	**64**	$ 11,500	$ 800	$ 12,300
Task 6 - Lift Station Assessment	2	2	30	0	36	4	4	**78**	$ 13,700	$ 1,000	$ 14,700
Task 7 - GIS and Hydraulic Model Development	8	12	40	242	0	314	0	**616**	$ 100,000	$ 8,000	$ 108,000
Task 7.1 - GIS Development	*4*	*8*	*16*	*140*	*0*	*220*	*0*	***388***	*$ 62,200*	*$ 5,000*	*$ 67,200*
Task 7.2 - Hydraulic Model Development and Calibration	*4*	*4*	*24*	*102*	*0*	*94*	*0*	***228***	*$ 37,800*	*$ 3,000*	*$ 40,800*
Task 8 - Technical Memorandum on Existing and Future Wastewater Collection System	8	10	28	50	0	6	8	**110**	$ 20,200	$ 1,400	$ 21,600
Task 9 - Capital Improvement Program	6	8	24	38	0	14	0	**90**	$ 16,500	$ 1,200	$ 17,700
Task 10 - Master Plan Report	8	8	26	52	30	10	8	**142**	$ 25,600	$ 2,800	$ 28,400
Task 11 - Sewer System Management Plan Update	4	6	34	0	78	8	8	**138**	$ 24,300	$ 2,300	$ 26,600
Task 12 - Sewer Design Manual	4	4	48	0	24	14	0	**94**	$ 16,800	$ 1,200	$ 18,000
Total Hours and Fee (without Optional Tasks)	50	108	276	462	276	384	28	**1,584**	$ 275,900	$ 292,100	$ 568,000
Task 13 - On-Call Hydraulic Analysis (Optional Task)	4	10	34	80	0	24	8	**160**	$ 27,900	$ 2,100	$ 30,000
Total Hours and Fee (with Optional Tasks)	54	118	310	542	276	408	36	**1,744**	$ 303,800	$ 294,200	$ 598,000

Notes:

(1) Other direct expenses include mileage travelling to/from meetings at IRS Federal Rate, reproduction at cost plus 5%, and Project Equipment and Communication Expense billed at $13.00 per hour.

(2) Subconsultant costs include 5% markup

(3) Rates are based on 2021 billing rates

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 15.C
Section: DEPARTMENTAL ITEMS - PUBLIC WORKS
Meeting Date: February 8, 2022

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

AGENDA TITLE: Award Construction Contract for the Police Station Sewer Pump Replacement Project, JN511, to OC Pump Company, in the Amount of $80,243.82 and Declare California Environmental Quality Act (CEQA) Exemption.

COUNCIL ACTION REQUIRED:

Staff Recommendations:

- **Award Construction Contract**
- **Declare CEQA Exemption**

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that City Council award the construction contract for the Police Station Sewer Pump Replacement Project, JN 511, to OC Pump Company, Anaheim, CA in the amount of $80,243.82 and declare this project to be categorically exempt under the CEQA, Class I, Section 15301 (d), as rehabilitation of existing facilities.

The project bids were solicited per the California Uniform Construction Cost Accounting (CUCCA) procedures and the City Resolution 6059, which projects up to $200,000 to be contracted by utilizing the prequalification list. The bids below were received by January 28, 2022, and OC Pump Company submitted the lowest responsive bid:

1.	OC Pump Company	$ 80,243.82
2.	PumpMan SoCal	$ 122,849.00
3.	Jimni Systems	$ 131,934.39
4.	MMC Inc.	$ 147,410.00

OC Pump Company is a state licensed specialty contractor established in 1948 with verified pump installation experience and is currently in the City's Informal Bidding Contractors list. Their qualifications, participation in the mandatory job walk and understanding of the project make them ideally suited to remove and replace the Police Station's sewer pump system.

The current condition of the sewer pump system is considered poor at its best. One of the two pumps is no longer operational, which leaves the system without backup capability should the remaining pump fail. The remaining pump has developed cracking in the piping and is leaking and causing a foul order. The pump is also prone to clogging due to the age and condition of

the overall system. As a result of the systems current condition, Public Works has targeted replacement of the pumps as a priority, and forecasted the replacement of the system in the month of April 2022 due to the availability and long lead time for delivery of the replacement pumps.

FINANCIAL IMPACT/COST:

Approved Budget Amount: $81,000
Funding Sources: Sewer Funds

ATTACHMENTS:

NOE_JN 511 Police Sewer Pump Replacement Final.pdf
NIB JN511 Final PDF.pdf

APPROVED:



_____
Clint Osorio, City Manager

DEPARTMENT of GENERAL SERVICES
1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3778 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

NOTICE OF EXEMPTION

Project Title: Police Station Sewer Pump Replacement Project, JN 511

Project Location (Specific): 1718 W 162 Street, Gardena CA 90247

Project Location (City): Gardena **Location (County):** Los Angeles County

Description of nature, purpose and beneficiaries of project: Remove and replace the dual sewage pump system at the City of Gardena Police Station

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])
x Categorical Exemption: Section 15301 Class 1, Existing Facilities
Other: Guidelines Sec. 15061):

Reason why project is exempt: Project consists of replacing the obsolete sewage pump system currently housed in the City of Gardena Police Station basement with no expansion.

Contact person: Kevin Kwak **Telephone:** 310-217-9643

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:

2/2/22
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])

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

NOTICE OF INVITING INFORMAL BIDS/QUOTES

City of Gardena, California

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 – Public Works Engineering, 1717 W. 162nd Street, Gardena, California, 90247 or fsanchez@cityofgardena.org (Attn: Frank Sanchez), until **Friday January 28, 2022**, for:

PROJECT: **POLICE STATION SEWAGE PUMP REPLACEMENT PROJECT, JN 511**
(1718 W 162 Street, Gardena)

MANDATORY PREBID JOB WALK: **10 AM, Thursday, January 20, 2022**
Contact – Frank Sanchez, (310) 217-9631

Any bid received after the hour stated above for any reason whatsoever, will be considered non-responsive and disqualified. The City reserves the right to withdraw or cancel this Notice Inviting Informal Bids/Quotes at any time without prior notification 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 information 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.

ABSTRACT:

The City of Gardena Police Station currently utilizes a dual pump sewage system that collects facility sewage and gray water for transfer to the City's gravity feed sewer system. The pump system is in the basement of the City of Gardena Police Station. It has been in service for more than 20 years and is currently not fully operational. The system has been identified by the Public Works Department for a removal and replacement project to be completed in the 2022 calendar year.

SCOPE OF WORK:

The work required to remove and replace the existing pump system will include the following three (3) phases of work as described below:

PHASE 1

Removal and disposal of existing system components:

- Provide Vacuum tanker truck for removal of all liquid and debris from the sump.
- Inspect sump for any damage that may require repair and provide a written report of inspection finding for review and repair approval.
- Remove and dispose of, but not limited to, existing pumps, motors, level controls, motor controls, valves, and piping.
- All removed material will become property of the contractor except for any items identified to be salvaged by the owner's representative, (David McMichael, Lead Bldg. Maintenance).
- Provide all tools, materials, and labor to prepare the existing sump and surrounding area for new system installation.

PHASE 2

Furnish and Install Dual Pump Sewage Pump System

- Furnish and install two (2) Deming 7366N-424-IR-32-N, 5 HP Chopper Pumps, 4-inch discharge, Hydraulic series 4m, 1750 rpm, 260 volt, 3 phase, impeller trimmed to 190mm, Impeller ductile iron explosion proof carbon/ceramic seals with 12/4, 18/4 30-foot cord. (Or approved equal)
- Furnish and install new Aluminum plates with access subplates to replace existing steel plates.
- Furnish and install two (2) 4" check valves, epoxy lined/coated with resilient disk.
- Furnish and install two (2) 4" NRS gate valves, epoxy lined/coated with resilient wedge.
- Furnish and install new pipe and new fittings for connection of pumps and valves to the existing discharge pipe.
- Pipe and fittings below the new cover will be Sch 80 PVC
- Pipe and fittings above the new cover will be Sch 40 galvanized steel with grooved fittings.
- Furnish and replace two (2) 3" no-hub couplings on the waste vent.
- Furnish and replace one section of 4" gravity sewage line to include one (1) new backwater valve.
- Furnish and install one (1) Duplex Pump System Control Panel with separate power disconnects, motor contactors, motor overcurrent protection, thermal cut outs, H-O-A switches, pump run pilot lights, pump alteration and submersible level transducer. System Control Panel will be integrated to the Cities Emergency Back Up System.

- Furnish and install four (4) non-mercury heavy-duty float switches with float anchor assembly
- Furnish and install moisture resistant conduit / fitting for protecting cords above the basin covers

PHASE 2.1

Alternate Additive Options

- Furnish and install Pump Portal Control System complete with Cellular Antenna and an Audible high-water alarm with silencer function.
- Furnish and install Automated Flushing System with safety shut of valve device.
- System testing, staff training, and warranty transfer will be included in the unit price bid for each of the two (2) referenced alternative additive options and no additional compensation will be provided for these services.

PHASE 3

System Testing, Staff Training and Warranty Transfer

- Test the system for proper operation and completion
- Remove all debris, oils, paints, and liquids used in the installation of the Sewage Pump System.
- Provide training to City personnel for familiarization on the systems operation.
- Provide all Contractor and Manufacture warranties in writing to city Maintenance personnel responsible for the project (David McMichael, Lead Bldg. Maintenance).
- Relinquish complete project in a neat and clean manor to city Maintenance personnel responsible for the project (David McMichael, Lead Bldg. Maintenance).

TIME OF COMPLETION:

The time of completion of the contract shall be **15 working days** as defined in the Standard Specifications for Public Works (Green Book), latest Edition. The GREENBOOK shall be referenced in case of any conflict and this special provision shall take precedence.

PAYMENT:

Payment for removing and replacing the Police Station Duplex Sewage Pump System will be made at the prices bid for the various phases / items of work contained in the bid schedule herein.

Selection will be made based on the comparison of base bid items and Alternate Additive Options. The winning bidder may be selected on the total cost of the base bid items or by the selection of base bid items and alternate additive bid items included.

The award of contract will require all phases selected to be completed in their entirety inclusive but not limited to, licenses, Labor, tools, and materials to provide a complete and operational installation.

Each bidder must submit a proposal to the City in accordance with this Notice Inviting Bids.

The contractor shall at the time of award possess a valid State of California Contractors license, license **Class A, Class C-36, C-61 / D-21** classification and perform a minimum of 50% of the work.

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"). Copies of such prevailing rates of per diem wages are on file at the Gardena City Clerk's office and the office of the City Engineer, and copies shall be made available to any interested party on request. The prevailing rates of per diem wages referred to herein are hereby made a part of this Notice by reference.

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 if 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.

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 award of the contract and required to be submitted to the City when Awarded **(Reference Appendix "A")**

Any questions regarding this bid package may be referred to Frank Sanchez, Public Works Engineering Division at (310) 217-9631, fsanchez@cityofgardena.org or David McMichael at (310) 738-9514.

BID SCHEDULE

CITY OF GARDENA

POLICE STATION SEWAGE PUMP SYSTEM REPALCEMENT

JOB NUMBER 511

Prime Contractor			
Company:			
Name:			
Address:			
City:		**Zip code:**	
DIR Number:			
Phone Number:			

Police Station Sewage Pump System Replacement				
Phase	**Unit**	**Quantity**	**Unit Price**	**Amount**
Phase 1 – Removal and Disposal of Existing System components	**LS**	**1**	**$**	**$**
Phase 2 – Furnish Deming; 5 HP, 4-inch discharge, 460 Volt 3 Phase, Chopper Pump	**EA**	**2**	**$**	**$**
Phase 2 – Furnish and Install Dual Pump Sewage Pump System	**LS**	**1**	**$**	**$**
Phase 2.1 Furnish and Install Alternate Pump Control System with Cellular Antenna Additive Option	**LS**	**1**	**$**	**$**

Phase 2.1 Furnish and Install Alternate Automated Flushing System with Safety Shut Off Valve Device Additive Option	**LS**	**1**	**$**	**$**
Phase 3 – System Testing, Staff Training and Warranty Transfer	**LS**	**1**	**$**	**$**

TOTAL CONTRACT BID:

(Figures) $ _____

(Words) _____

All work required for which no price or item is listed on this proposal 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.

_____

Name of Bidder

_____

Signature of Bidder

APPENDICES

APPENDIX “A”: Sample Public Works Contract:

- Contract (To be submitted after award)
- Faithful Performance Bond
- Payment Bond
- Worker’s Compensation Insurance Certificate
  (To be submitted with bid/quote)
- Designation of Subcontractors
  (To be submitted with bid/quote)
- Non-Collusion affidavit
- (To be submitted with bid/quote)

APPENDIX “B”: Project Site Aerial Map

PUBLIC WORKS CONTRACT

POLICE STATION SEWER PUMP REPLACEMENT

PROJECT NO. JN 511

CONTRACT

PROJECT NO. (JN 511)

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: CITY OF GARDENA, POLICE STATION SEWAGE PUMP STATION REPLACEMENT PROJECT, JN511 (1718 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 $200 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 Commissioiner 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 laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations 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 to the eligibility for employment of person performing services under this Agreement.

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**
Kevin Kwak, P.E.
1717 W. 162nd Street
Gardena, CA 90247

Contractor: XXXXXXXXXX

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. 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

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 511

FAITHFUL PERFORMANCE BOND

WHEREAS, the City of Gardena has awarded to _____hereinafter designated as the "Principal", a Contract for:

PROJECT:

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 511

PAYMENT BOND

WHEREAS, the City of Gardena has awarded to _____, as Contractor, a contract for the work described as follows:

PROJECT:

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 511

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

(To be submitted with bid/quote)

(To be submitted after award)

PROPOSAL

PROJECT NO. JN 511

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.

The bidder shall also designate in the space provided indicating whether or not the subcontractor qualifies as a Woman Owned Business Enterprise, "WBE", or a Minority Business Enterprise, "MBE".

WBE or MBE	Portion of Work %	Subcontractor's Name and Address	Type of Work	State License Number		Class
____	_____	_____	_____	_____		_____
____	_____	_____	_____	_____		_____
____	_____	_____	_____	_____		_____
____	_____	_____	_____	_____		_____
____	_____	_____	_____	_____		_____
____	_____	_____	_____	_____		_____
____	_____	_____	_____	_____		_____
____	_____	_____	_____	_____		_____

Not more than _____%.

(To be submitted with bid/quote)

PROPOSAL

PROJECT NO. JN 511

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

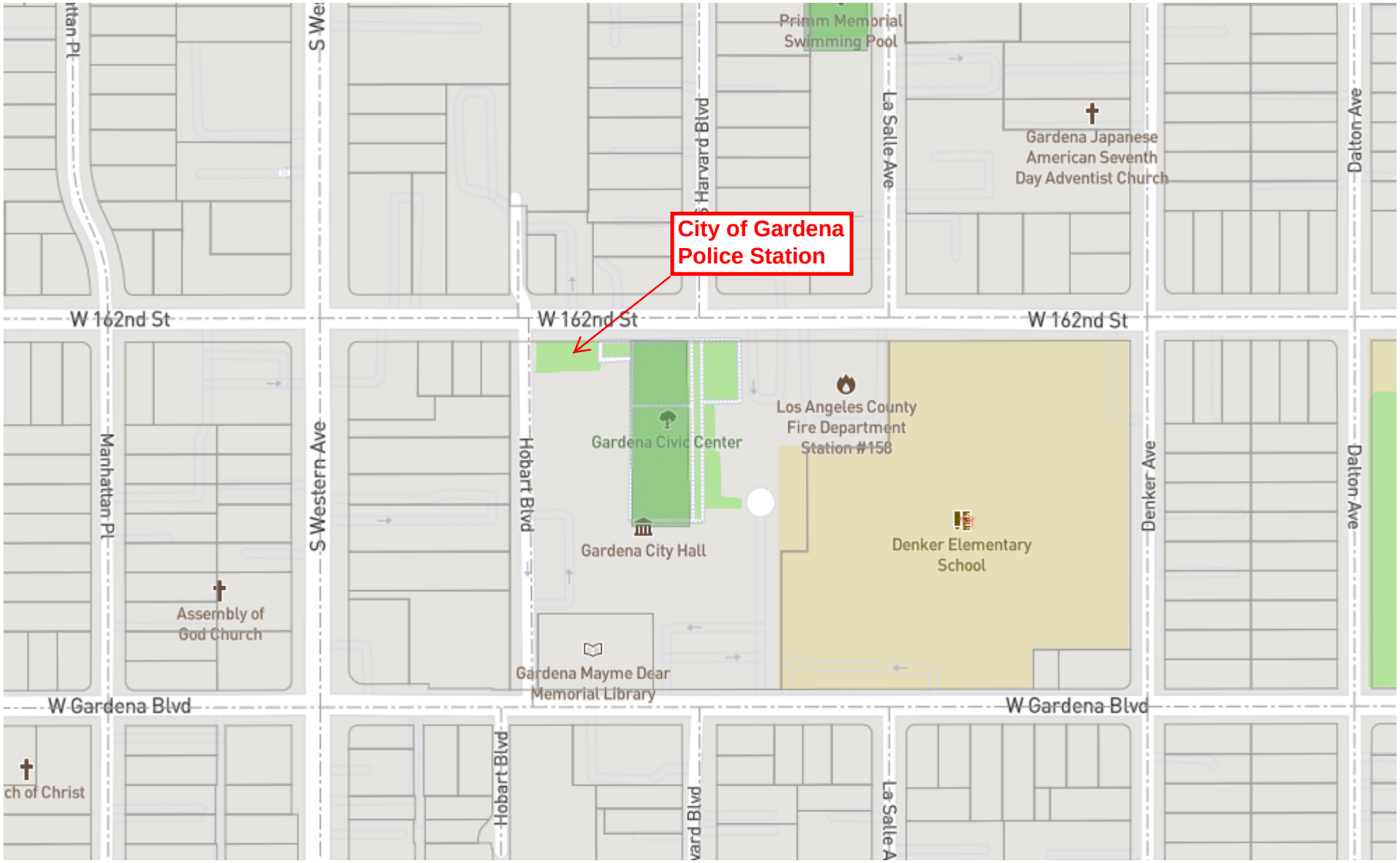
_____
SIGNATURE OF BIDDER

_____
ADDRESS OF BIDDER

_____
CITY STATE ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

POLICE STATION SEWER PUMP IMPROVEMENT PROJECT, 511



1" = 281 ft	PROJECT LOCATION	01/07/2022	

This map may represents a visual display of related geographic information. Data provided here on is not guarantee of acutual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 15.D
Section: DEPARTMENTAL ITEMS - PUBLIC WORKS
Meeting Date: February 8, 2022

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

AGENDA TITLE: Gardena Public Geographic Information System (GIS) Viewer

COUNCIL ACTION REQUIRED:
Staff Recommendation: Receive and File

RECOMMENDATION AND STAFF SUMMARY:
In June 2021, the Public Works Department began working to develop a Geographic Information System for the City of Gardena. A Geographic Information System, or GIS, is a computer-based mapping and information system. GIS enables a City to link information about places, events and facilities to their correct location on a map, thereby providing a easy access to the graphical and tabular information.

Smaller cities like Gardena are best served utilizing an outside vendor to host the GIS data and to provide a browser for staff and the public to access the data. Staff requested proposals from various GIS vendors and found Nobel Systems to be the best qualified, and at a very reasonable cost of $20,000 a year. Public Works Director Allan Rigg had previously worked with Nobel and had found them to be excellent in providing similar services.

Over the past six months, Nobel has worked to accumulate and host data the city has generated in the Community Development Department, including Land Use, Zoning and General Plan data. Nobel has also added links to data provided by outside agencies such as the Assessor's Office, the Los Angeles County Department of Public Works, FEMA, and the Census Bureau. It is planned that additional data will be added to the system, including development projects, city sewers, traffic counts, and trash pickup day of the week. Even more data can be developed by the city or an outside vendor, and Nobel will add it to the system.

Nobel System has provided for the use by city staff of one version of a browser for this data that has robust capabilities for analysis of the data. A simplified version of this browser for the public is now ready to make available to the public without the analysis tools. The Gardena Public GIS viewer is a simple website that needs no username or password. Our plan is to link it to our website for the public to use.

FINANCIAL IMPACT/COST:

Budget Amount: $20,000
Founding Source: $2,000 Measure W, $6,000 Measure M, and $12,000 Sewer Funds

ATTACHMENTS:

APPROVED:



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Clint Osorio, City Manager