

AGENDA CITY OF GARDENA Regular CITY COUNCIL MEETING

Council Chamber at City Hall, 1700 W. 162nd Street, Gardena, California

Website: www.cityofgardena.org

TASHA CERDA, Mayor
RODNEY G. TANAKA, Mayor Pro Tem
MARK E. HENDERSON, Council Member
ART KASKANIAN, Council Member
DAN MEDINA, Council Member



MINA SEMENZA, City Clerk
J. INGRID TSUKIYAMA, City Treasurer
EDWARD MEDRANO, City Manager
PETER L. WALLIN, City Attorney

March 26, 2019

Open Session 7:30 p.m.

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

PUBLIC COMMENT: The City Council will hear from the public on any item on the agenda or any item of interest that is not on the agenda. The City Council cannot legally take action on any item not scheduled on the agenda. Such items may be referred for administrative action or scheduled on a future agenda. The public has the opportunity to address the City Council at the following times:

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

If you wish to address the Council, please complete a "Speaker Request" form and present it to the City Clerk. You will be called to the podium by name when it is your turn to address the Council.

Pursuant to California Government Code Section 54953(b)(3), any member of the public wishing to address the legislative body directly pursuant to California Government Code Section 54954.3 may do so at each teleconference location at the time the item is considered.

CELLPHONES AND OTHER DISTRACTIONS: Use of cell phones, pagers and other communication devices is prohibited while the Council Meeting is in session. Please turn all devices off or place on a silent alert and leave the Chambers to use. During the meeting, please refrain from applause or other actions that may be disruptive to the speakers and the conduct of City business.

Thank you for your attendance and cooperation.

1. **ROLL CALL**

2. **CLOSED SESSION** – *No Items*

3. **PLEDGE OF ALLEGIANCE & INVOCATION**

A. **PLEDGE OF ALLEGIANCE**

Kaylin Martinez
St. Anthony of Padua School

B. **INVOCATION**

The Reverend John E. Ward, Senior Pastor/Minister of Music
First Southern Baptist Church of Gardena

4. **PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS**

A. **PRESENTATIONS**

- (1) Gardena Military Veteran Recognition to Honor Veteran Henry Wayne Buffett, who served in the U.S. Navy. He was chosen at the recommendation of Council Member Mark E. Henderson
(to be accepted by Mr. Buffett)
- (2) Certificate of Commendation to Street Maintenance Superintendent Michael Duran in Celebration of His Retirement and in Special Recognition of his over 32 years of Service to the City of Gardena
(to be accepted by Mr. Duran)

B. **PROCLAMATIONS**

- (1) “SAFETY SEAT CHECK-UP WEEK,” March 31, 2019 to April 6, 2019 *(to be proclaimed only)*
- (2) “DMV/DONATE LIFE CALIFORNIA MONTH,” April 2019 *(to be accepted by OneLegacy Ambassador George Happe)*
- (3) “FAIR HOUSING MONTH,” April 2019 *(to be accepted by Fair Housing Foundation Outreach Assistant Stephanie Luu)*

C. **APPOINTMENTS**

- (1) Council Appointments to Commissions, Committee, Board, and Council (Commission Appointees to be Ratified and Sworn in; Committee, Board, and Council Appointees to be Ratified Only)
 - (a) Human Services Commission
 - (b) Planning and Environmental Quality Commission
 - (c) Recreation and Parks Commission
 - (d) Senior Citizens Commission
 - (e) Gardena Youth Commission
 - (f) Gardena Beautification Committee
 - (g) Gardena Economic Business Advisory Council
 - (h) Gardena Rent Mediation Board, Owner Representative
 - (i) Gardena Rent Mediation Board, Tenant Representative
 - (j) Gardena Rent Mediation Board, At-Large Representative

5. CONSENT CALENDAR

NOTICE TO THE PUBLIC

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

A. Waiver of Reading in Full of All Ordinances Listed on This Agenda and That They Be Read by Title Only

B. CITY CLERK

(1) Approval of Minutes

(a) City Council Regular Meeting, March 12, 2019

(2) Affidavit of Posting Agenda on March 22, 2019

C. CITY TREASURER

(1) Approval of Warrants / Payroll Register

(a) March 26, 2019

D. CITY MANAGER

(1) Personnel Report No. P-2019-06

(2) Approve Payment in the Amount of \$33,000 to the California Cities for Self-Reliance for a Special Assessment Approved by the Joint Powers Authority

(3) CONTINUE: ORDINANCE NO. 1803, Approving Zone Change #2-18 changing the zoning of a 3.9 gross acre site at 14031 South Vermont Avenue, 1101 West 141st Street, and 1017 West 141st Street to Medium-Density Residential (R-3) (*Introduced by Council Member Henderson*)

(4) Approve Carnival Contract with Helm and Sons Amusements, Inc. for Carnival at Mas Fukai Park on April 19-21, 2019

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

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

ORAL COMMUNICATIONS

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

8. DEPARTMENTAL ITEMS

A. ADMINISTRATIVE SERVICES – *No Items*

B. COMMUNITY DEVELOPMENT

- (1) RESOLUTION NO. 6368, Confirming the Findings of the 2018 Annual Housing Element Progress Report

Staff Recommendation: Adopt Resolution No. 6368

C. ELECTED & ADMINISTRATIVE OFFICES – *No Items*

D. GENERAL SERVICES

- (1) Award Construction Contracts for Rowley Park Improvements Totaling \$85,256.78, JN 870, to:
1) *Verrex LLC* in the amount of \$45,822.00 for Auditorium Audiovisual Upgrade; and 2) *J-Squared General Contractors Inc.* in the amount of \$39,434.78 for Auditorium Classroom Remodel

Staff Recommendation: Award Construction Contracts to *Verrex, LLC* and *J-Squared General Contractors, Inc.*

- (2) Authorize a Purchase Order to *VIP Restrooms* in the amount of \$47,428.58 to Lease Temporary Shower & Restroom Trailers at Primm Memorial Pool, JN 975

Staff Recommendation: Authorize Purchase Order to *VIP Restrooms*

E. POLICE – *No Items*

F. RECREATION & HUMAN SERVICES – *No Items*

G. TRANSPORTATION

- (1) FY 2019 Low Carbon Transit Operation Program (LCTOP)

- (a) RESOLUTION NO. 6369, Authorizing Project Submittal to the California Department of Transportation

- (b) RESOLUTION NO. 6370, Authorizing the Execution of the Certification and Assurances

Staff Recommendation: Adopt Resolution No. 6369 and Resolution No. 6370

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS

A. COUNCIL ITEMS

B. COUNCIL DIRECTIVES

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

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

D. COUNCIL REMARKS

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

10. ANNOUNCEMENTS

11. REMEMBRANCES

Mr. Al Peace, 72 years old, 33-year resident of Gardena, active member of Gardena Elks Lodge No. 1919.

12. ADJOURNMENT

The Gardena City Council will adjourn to a Regular City Council Meeting, at 7:00 p.m., on Tuesday, April 9, 2019.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted in the City Hall lobby not less than 72 hours prior to the meeting. A copy of said Agenda is on file in the Office of the City Clerk.

Dated this 22nd day of March, 2019

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

GARDENA MILITARY VETERAN RECOGNITION

HONORING

HENRY WAYNE BUFFETT

(selected by Council Member Mark E. Henderson)

Born in Louisiana, Mr. Buffett is 76 years old, and a long-time resident of Gardena.

Military Service:

Mr. Buffett reported for duty with the U.S. Navy on August 16, 1960, and served until honorably discharged on November 15, 1963.

His rank was that of a Navy Electronics Technician (Radar) Petty Officer Third Class. As a Technician, he was a member of an exclusive group of professionals especially trained in electrical engineering, computer, and aerospace. Technicians help operate and manage the electronics systems and subsystems of the world's most advanced ships and aircraft – as well as on bases ashore.

Buffet's service was on board the U.S.S. Ashtabula, as part of the U.S. Navy's Seventh Fleet in the Western Pacific Ocean.

For his military service, Buffett was awarded a Good Conduct Medal.

Other Information:

Henry Buffett is also a long-time, active member of the City of Gardena Second-Time Around Senior Citizens Club.

Certificate of Commendation

presented to

MICHAEL DURAN

In official acknowledgment and with deep appreciation for
exemplary, outstanding service for over 32 years to

the **City of Gardena** as

STREET MAINTENANCE SUPERINTENDENT

with the

General Services Department.

*We, the Mayor and Members of the City Council of the
City of Gardena, California, are pleased to present this special
recognition to you for your long-time City service,
and express our sincere, best wishes for an enjoyable and
rewarding retirement, effective March 31, 2019*



Presented ♦ 26th day of March, 2019

Mayor Tasha Cerda

Councilmember Dan Medina

Councilmember Mark E. Henderson

Councilmember Rodney G. Tanaka

Councilmember Art Kaskanian

TO BE PROCLAIMED ONLY

“ SAFETY SEAT CHECK-UP WEEK ”

— MARCH 31 through APRIL 6, 2019 —

The number one preventable cause of death and injury involving children and young adults is the automobile collision. More than 90 child passengers under the age of fifteen are killed and more than 12,000 injured in automobile collisions in California each year.

More than 90% of child safety seats are used incorrectly and up to 71% of small children killed in vehicle crashes would be alive today if they had been properly restrained in child safety and booster seats.

The State of California requires that all occupants ride restrained properly in safety seats or safety belts with children in the back seat until at least age eight years.

SAFETY SEAT CHECK-UP WEEK, MARCH 31 through APRIL 6, 2019, is sponsored and supported jointly by The California Office of Traffic Safety; Pomona Police Department; Toyota Motor North America; Jackie Robinson Community Center; Pasadena Police Department; and SafetyBeltSafe U.S.A.

Therefore, I, Tasha Cerda, Mayor of the City of Gardena, California, hereby proclaim **MARCH 31 through APRIL 6, 2019**, to be

SAFETY SEAT CHECK-UP WEEK

and urge all Gardena citizens to make use of all resources available to prevent all passengers, especially innocent children, from suffering unnecessary tragic injury or death as a result of traffic accidents.

[A FREE Safety Seat Checkup event is scheduled on

Saturday, April 6, from 10 a.m. to 2 p.m.,

at the Jackie Robinson Community Center, 1020 N. Fair Oaks Ave., in Pasadena.]



PROCLAMATION

Whereas, organ, tissue, marrow, and blood donations are life-giving acts recognized worldwide as expressions of compassion to those in need; and millions of lives are saved and healed each year because of these donations; and

Whereas, more than 113,000 individuals nationwide and more than 21,000 in California are currently on the national organ transplant waiting list and, on average, 20 people will die each day while waiting due to the shortage of donated organs; and

Whereas, the spirit of giving and the decision to donate are not restricted by age or medical condition; and

Whereas, over fifteen million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye, and tissue donors are honored; and

Whereas, California residents can sign up with the Donate Life California Donor Registry when applying for or renewing their driver's licenses or I.D. cards at the California Department of Motor Vehicles.

Now, Therefore, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim **APRIL 2019**, to be

DMV/Donate Life California Month

in the City of Gardena and encourage all Californians to check "YES!" when applying for or renewing their driver's license or I.D. card, or by signing up at www.donateLIFECalifornia.org or www.doneVIDAcalifornia.org

Dated: 26th day of March, 2019


MAYOR



PROCLAMATION

Whereas, one of the greatest freedoms enjoyed by Americans is the freedom to live in a home of one's choice; and

Whereas, this promise made to us by the Nation's Fair Housing Law, requires that all people be treated equally in connection with the sale or rental of housing, regardless of race, color, national origin, sex, gender identity, disability, sexual orientation, marital status, age, familial status, or religion; and

Whereas, 2019 marks the 51st Anniversary of the Federal Fair Housing Act - this original legislation targeted the elimination of housing discrimination in America; and

Whereas, since the adoption of the fair housing legislation in April 1968, the month of April has been designated as Fair Housing Month; and further, this year, the U.S. Department of Housing and Urban Development and the Fair Housing Foundation have organized events and activities to focus attention on the issue of equal opportunity in housing;

Now, Therefore, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim **APRIL 2019**, to be

FAIR HOUSING MONTH

in the City of Gardena and call upon each citizen of this community to support fair housing and equal opportunity in housing efforts by putting into practice the principles of freedom, justice, and equality upon which this great nation was founded.

Tasha Cerda
MAYOR

Dated: 26th day of March, 2019

**MINUTES
Regular Meeting of the
City of Gardena City Council
Tuesday, March 12, 2019**

The regular meeting of the City Council of the City of Gardena, California, was called to order at 7:30 p.m. on Tuesday, March 12, 2019, in the Council Chamber of City Hall, 1700 West 162nd Street, Gardena, California; Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Tasha Cerda; Mayor Pro Tem Rodney G. Tanaka; Council Member Mark E. Henderson; Council Member Art Kaskanian; and Council Member Dan Medina. Other City officials and employees present: City Manager Edward Medrano; City Attorney Peter L. Wallin; and City Clerk Mina Semenza; Deputy City Clerk Becky Romero was away on excused absence; and City Treasurer Ingrid Tsukiyama was not in attendance.

2. CLOSED SESSION – *No Items*

3. PLEDGE OF ALLEGIANCE & INVOCATION

A. PLEDGE OF ALLEGIANCE

Ariya Jones and Kameya Jones led the Pledge of Allegiance. Twin sisters Ariya and Kameya are students at Peary Middle School. They were selected because of their leadership skills, good grades, reliability and citizenship. They thanked the Council for inviting them to lead the Pledge of Allegiance and introduced their family members who had brought them to the meeting.

B. INVOCATION

The Reverend Nathaniel “Nate” Session, Senior Pastor of Enlightened Motorcycle Ministries, gave the Invocation.

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

- (1) Gardena Military Veteran Recognition to Honor Veteran Louis Leroy Fuller, who served in the United States Army. *Prior to presenting Mr. Fuller with the honors, Mayor Cerda spoke of how she has come to know Mr. Fuller, then Mayor Pro Tem Tanaka read a brief Biography. Mayor Cerda presented Mr. Fuller with a City of Gardena Veterans Commemorative Coin. Also, on behalf of California Assemblyman Al Muratsuchi, Mayor Pro Tem Tanaka read the text of a Certificate of Recognition for Mr. Fuller. Mr. Fuller was given an opportunity to speak, and appropriate photos were taken.*
- (2) Certificate of Recognition to Mr. Luis A. Carrillo in appreciation of His Service to the Community as a Member of the City of Gardena Senior Citizens Commission.
– *Mr. Carrillo was not present at the meeting*

B. PROCLAMATIONS

- (1) “AMERICAN RED CROSS MONTH,” March 2019
– *was accepted by Ms. Jannette Kim, Member of American Red Cross Board of Directors, Long Beach*

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS (Continued)

C. APPOINTMENTS – *No appointments were made*

- (1) Council Appointments to Commissions, Committees, Board, and Council (Commission Appointees to be Ratified and Sworn in; Committees, Board and Task Force Appointees to be Ratified Only)
 - (a) Human Services Commission
 - (b) Planning and Environmental Quality Commission
 - (c) Recreation and Parks Commission
 - (d) Senior Citizens Commission
 - (e) Gardena Youth Commission
 - (f) Gardena Beautification Committee
 - (g) Gardena Economic Business Advisory Council
 - (h) Gardena Rent Mediation Board, Owner Representative
 - (i) Gardena Rent Mediation Board, Tenant Representative
 - (j) Gardena Rent Mediation Board, At-Large Representative

5. CONSENT CALENDAR

A. WAIVER OF READING IN FULL OF ALL ORDINANCES LISTED ON THIS AGENDA AND THAT THEY BE READ BY TITLE ONLY

B. CITY CLERK

- (1) **Approved:** Minutes of
 - (a) City Council Regular Meeting, February 26, 2019
 - (b) Planning & Environmental Quality Commission Meeting, February 19, 2019

- (2) **Approved:** Affidavit of Posting Agenda on March 8, 2019

C. CITY TREASURER

- (1) **Approved:** Warrants / Payroll Registers
 - (a) March 12, 2019: Wire Transfer: 11756-11759, Prepay Nos. 153035-153042 and Check Nos. 153043-153231; for a total Warrants issued amount of \$1,399,225.60: Total Payroll Issued for March 1, 2019, \$1,591,786.84

D. CITY MANAGER

- (1) **Approved:** Personnel Report No. P-2019-05
- (2) **Approved:** RESOLUTION NO. 6365, Amending the List of Authorized Games and Authorizing the Play of Certain Games in Licensed Card Clubs

RESOLUTION NO. 6365

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GARDENA, CALIFORNIA, AMENDING THE LIST OF
AUTHORIZED GAMES AND AUTHORIZING THE PLAY OF
CERTAIN GAMES IN LICENSED CARD CLUBS

5. CONSENT CALENDAR (Continued)

D. CITY MANAGER (Continued)

- (3) **Approved:** RESOLUTION NO. 6362, Authorizing the Examination of Sales, Use, and Transaction Tax Records

RESOLUTION NO. 6362

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA AUTHORIZING EXAMINATION OF SALES, USE, AND TRANSACTION TAX RECORDS

- (4) **Approved:** RESOLUTION NO. 6367, Repealing Resolution No. 6268, and Adopting a New Conflict of Interest Code

RESOLUTION NO. 6367

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA REPEALING RESOLUTION NO. 6268, AND ADOPTING A NEW CONFLICT OF INTEREST CODE

- (5) **Approved:** RESOLUTION NO. 6358, Artesia Boulevard Landscaping Assessment District Renewal for the Fiscal Year Commencing July 1, 2019, and ending June 30, 2020

RESOLUTION NO. 6358

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ARTESIA BOULEVARD LANDSCAPING ASSESSMENT DISTRICT RENEWAL FOR THE FISCAL YEAR COMMENCING JULY 1, 2019, AND ENDING JUNE 30, 2020

- (6) **Approved:** RESOLUTION NO. 6359, Consolidated Street Lighting District Renewal for the Fiscal Year Commencing July 1, 2019 and Ending June 30, 2020.

RESOLUTION NO. 6359

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, CONSOLIDATED STREET LIGHTING DISTRICT RENEWAL FOR THE FISCAL YEAR COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020

- (7) **Approved:** Authorize Construction Contract Change Order (CCO) in the amount of \$25,565.00 for the Rowley Park Tennis Court Resurfacing to Include Johnson Park Tennis Courts, JN 962

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

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

Noes: None

Absent: None

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. MARCH 5, 2019, MEETING

(1) Site Plan Review #7-18, Vesting Tentative Tract Map #3-18.

A Request for site plan review and tentative tract map approval for the construction of nine new single-family homes in the Normandie Estates Specific Plan area per section 18.44.010.A and Title 17 of the Gardena Municipal Code, and direction to staff to file a Notice of Exemption.

Project Location: 1348 West 168th Street (APN # 6111-012-003)

Applicant: Maupin Development, Inc.

Commission Action: Commission Approved: PC Resolution No. 5-19, approving Site Plan Review #7-18 and Vesting Tentative Tract Map #3-18.

City Manager Medrano gave a Power-Point Presentation. There was some discussion regarding the color of the tiles that were being placed on the roof and the space between the two properties. City Manager Medrano stated that the tile colors would match the building and that development standards were met regarding the space; no variances were requested.

This Item was Received and Filed

ORAL COMMUNICATIONS

- (1) Ms. Kimberly Hatten, representative from the Junipero Serra High School: Gave miscellaneous news and updates.
- (2) Mr. Barney Toma, resident: Spoke about sidewalk repair and requested replacement and/or repair of the concrete in the easement area in front of his property.

8. DEPARTMENTAL ITEMS

A. ADMINISTRATIVE SERVICES – No Items

B. COMMUNITY DEVELOPMENT

(1) PUBLIC HEARING:

Project Location: 14031 South Vermont Avenue and 1017 West 141st Street

Applicant: KB Home Greater Los Angeles Inc.

- (a) **PUBLIC HEARING: RESOLUTION NO. 6366.** Approving a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for General Plan Amendment and Zone Change of 3.9 gross acres located at 14031 South Vermont Avenue and 1017 West 141st Street.

RESOLUTION NO. 6366

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR GENERAL PLAN AMENDMENT AND ZONE CHANGE OF 3.9 GROSS ACRES LOCATED AT 14031 SOUTH VERMONT AVENUE AND 1017 WEST 141ST STREET

(EA#13-18; APNS: 6115-017-036 and 6115-018-004)

8. DEPARTMENTAL ITEMS (Continued)

B. COMMUNITY DEVELOPMENT (Continued)

(1) PUBLIC HEARING: (Continued)

Project Location: 14031 South Vermont Avenue and 1017 West 141st Street

Applicant: KB Home Greater Los Angeles Inc.

(a) PUBLIC HEARING: RESOLUTION NO. 6366 (Continued)

It was moved by Mayor Pro Tem Tanaka, seconded by Council Member Medina, and carried by the following roll call vote to Approve Resolution No. 6366:

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

Noes: None

Absent: None

- (b) RESOLUTION NO. 6363, Approving General Plan Amendment #1-18 changing the land use designation of Property located at 14031 South Vermont Avenue and 1017 West 141st Street from General Commercial to Medium-Density Residential.**

RESOLUTION NO. 6363

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT #1-18 CHANGING THE LAND USE DESIGNATION OF PROPERTY LOCATED AT 14031 SOUTH VERMONT AVENUE AND 1017 WEST 141ST STREET FROM GENERAL COMMERCIAL TO MEDIUM-DENSITY RESIDENTIAL

(GPA #1-18; APNS: 6115-017-036 and 6115-018-004)

It was moved by Council Member Kaskanian, seconded by Council Member Medina, and carried by the following roll call vote to Approve Resolution No. 6363:

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

Noes: None

Absent: None

- (c) ORDINANCE NO. 1803, Approving Zone Change #2-18 changing the zoning of a 3.9 gross acre site at 14031 South Vermont Avenue, 1101 West 141st Street, and 1017 West 141st Street to Medium-Density Residential (R-3)**

ORDINANCE NO. 1803

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING ZONE CHANGE #2-18 CHANGING THE ZONING OF A 3.9 GROSS ACRE SITE AT 14031 SOUTH VERMONT AVENUE, 1101 WEST 141ST STREET, AND 1017 WEST 141ST STREET TO MEDIUM-DENSITY RESIDENTIAL (R-3)

(ZC#2-18; APNS: 6115-017-036 and 6115-018-004)

Community Development Manager Raymond Barragan gave a Power-Point Presentation.

Mayor Cerda opened the Public Hearing at 8:17 p.m. and asked if there were any comments.

8. DEPARTMENTAL ITEMS (Continued)

B. COMMUNITY DEVELOPMENT (Continued)

(1) PUBLIC HEARING: (Continued)

Project Location: 14031 South Vermont Avenue and 1017 West 141st Street

Applicant: KB Homes Greater Los Angeles Inc.

(c) ORDINANCE NO. 1803 (Continued)

Speaker: Ms. Rebecca Gonzalez, resident: Spoke in support of the project. She thanked KB Home for their cooperation in working with the residents and hearing their concerns.

There was discussion which included Mayor Cerda and Council Members regarding where these new homeowners would go for recreation, the egress and ingress on the property and if the Applicant will be using local vendors for materials. Community Development Manager Barragan stated the Applicant is required to pay a \$837,461 park-in-lieu fee, and a \$1,000 per unit development fee. He continued to say that there is an on-site Tot Lot and common open space area as well, and the egress and ingress would be off the cul-de-sac. It was also discussed that, in past years, this area was nothing but commercial, which included card clubs and bars. So, by bringing in this new development, our community could have a greater quality of life in which to live, work and play.

The Applicant spoke and thanked the City for allowing them to come in and do another project in Gardena and stated that they do use local contractors for most of the work. Mayor Cerda said that she really appreciates that they reached out to the community to hear their concerns.

Mayor Cerda closed the Public Hearing at 8:27 p.m.

Ordinance No. 1803 was introduced by Council Member Henderson

C. ELECTED & ADMINISTRATIVE OFFICES

(1) Approval of Contract with California Consulting Services, Inc. for Grant Writing Services.

City Manager Medrano presented the Staff Report.

There was discussion among the Council Members commending our City Manager and staff for recognizing that there was a need for this service. It was also discussed that, if we are awarded contracts, the grant writer would get a percentage of the grant, which is standard practice. City Manager Medrano thanked Administrative Services and Department Heads for all their input.

It was moved by Council Member Medina, seconded by Mayor Pro Tem Tanaka, and carried by the following roll call vote to Approve the Contract with California Consulting Services, Inc.:

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

Noes: None

Absent: None

8. DEPARTMENTAL ITEMS (Continued)

D. GENERAL SERVICES

(1) Award Contract to CEM Construction Corporation, in the amount of \$311,175.00 for:

(a) Pedestrian Safety Improvement 2018/2019, Various Locations JN 947; and

(b) Sidewalk Replacement 2018/2019, Various Locations, JN 948; and

Approve Expenditures of Remaining Project Budget, as needed.

City Manager Medrano presented the Staff Report.

There was discussion among the Council Members and City Manager Medrano regarding if the recycling clause will apply, if we used Planet Bids, and if a sign could be put up on projects such as these, to let our residents know that this project is being paid by Measure R Funds or whatever funds it may be. City Manager Medrano stated that, yes, all the diversion requirements do apply, this did not go to Planet Bids, and yes, we can put up signage showing paid for by Measure R funds, so our community won't think that general fund monies are being used.

It was moved by Council Member Kaskanian, seconded by Council Member Henderson, and carried by the following roll call vote to Award the Contract to CEM Construction Corporation and Approve Expenditures of Remaining Project, as needed:

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

Noes: None

Absent: None

E. POLICE – *No Items*

F. RECREATION & HUMAN SERVICES – *No Items*

G. TRANSPORTATION – *No Items*

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS

A. COUNCIL ITEMS – *No Items*

B. COUNCIL DIRECTIVES

(1) Council Member Kaskanian asked, if the trains in our city have a curfew?

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

City Manager Medrano gave a verbal report of information to follow-up matters that had been directed or requested by the Mayor and Members of Council. Written reports had already been provided to the Council via copies in their regular mail packets. Those items are as follows:

(1) Information Memo regarding status update on 1341 W. 168th Street;

(2) Hazardous Waste Event Saturday, March 23, at Johnson Park in Gardena;

(3) Community Survey; and

(4) Signs will be placed in the community to inform residents and visitors of projects and where their tax dollars are being spent.

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

- (1) COUNCIL MEMBER MEDINA – since the last Council Meeting, he attended Coffee with Assembly Member Al Muratsuchi, along with some fellow Council Members. He reported that there was good exchange of information and vibrant conversations. After that, he attended the Cymbidium Show at the Community Center. He attended a West Basin Water Association meeting and reported that the snow pack is at 180% in the Sacramento area and 160% around the Colorado River. He said that the problem in California is trying to figure out where the waters will be placed. He attended the 1st Anniversary of Southern California Inka Lions Club, which is from Peru. He attended the Southern California Association of Governments meeting and shared that they had a nice presentation from Monrovia on how they teamed up with Lyft and offered residents rides for 50 cents each way. He said he had the pleasure of attending the Holly Park Homeowners Association meeting, where he made a presentation regarding a resolution on the subject brought up by Mr. Toma (during Oral Communications), regarding parkways and city properties. He thanked General Services Director Joe Cruz for supplying the informational materials he was able to distribute. He attended the Metropolitan Service Council and shared that they are opening three more bus lines and three more rail systems to accommodate the South Bay Area. He thanked all the members of the Council who attended various meetings with him.
- (2) COUNCIL MEMBER KASKANIAN – since the last Council Meeting, he attended a Los Angeles County League of California Cities meeting. He said it was a great meeting with reports cities across the state that suffered wide spread destruction due to natural disasters. He reported there were explanations about how the flash flood occurred, information about the Holy Fire, and about how the heavy storm wiped out a whole school. He said he also learned that Los Angeles County has the largest underground oil reservoir in the world. He said at one point there were 200,000 oil wells in California. Most wells are covered but said there are still about 900 wells capped improperly. He also learned that, if there were a well in front of or behind your house, the state has a program to help cover it properly. But, unfortunately, if the well is under a house, the house will need to be demolished. He said that if the Council would like more information, Director of California Department of Conservation, David Bond, would be more than willing to come and educate them.
- (3) MAYOR PRO TEM TANAKA – he thanked Council Member Kaskanian for attending the League of California Cities meeting for him. He attended Coffee with the Cop and the Cymbidium show. He said he went to the blood drive but unfortunately, he hadn't made an appointment and there was a 2-hour wait so he decided he will have to go to the next one.
- (4) MAYOR CERDA – she reported that she forgot to mention at the last Council Meeting that one of the Gardena's Youth Commissioners invited her to an event at Southwest Community College which she attended the day of the last Council Meeting. She said the event was a forum held in memory of Ms. Odessa Cox, and the struggle she went through to get a community college in the LA area. She shared a brief story of how the Southwest Community College came to be. She attended the Safe, Supportive and Successful Schools forum held at Gardena High School. She said there were about 250 parents present. She thanked the Chief of Police, as well as Officer Villanueva, for coming out to speak at the forum, as well. She attended the 2020 Census Complete Count meeting held in the Gardena Council Chamber. She said she learned about what to do and to share the importance of participating in the census. She announced there will be more meetings to come. She attended the Coffee with a Cop at Starbucks on February 28th. Later that day, she attended the South Bay Cities Council of Governments 20th Annual General Assembly in the City of Carson. She stated several Department Heads were in attendance, as well as the City Manager. She reported she learned a lot of great information regarding senior village communities and blue zones. She spoke highly about Dr. Patrick Soon-Shion and shared she reached out to him to come to the City of Gardena. She...

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS (Continued)**D. COUNCIL REMARKS (Continued)****(4) MAYOR CERDA (Continued)**

...attended the 32nd Annual Cymbidium Orchid Show. She also attended the Gardena Evening Optimist Club meeting along with Council Member Henderson. The next day she attended the Consumer Fraud Summit put on by Jackie Lacey, held in the city of Alhambra. She asked the City Manager to do a consumer fraud workshop in the City of Gardena. She informed that if you get the phone numbers of the fraudulent calls, they could be reported, and have them shut down in a matter of minutes. Later that day, she attended the City of Hawthorne's State of the City Address. Then, last Friday, she attended an event hosted by the First Lady of Sierra Leone, who came to Southern California for an initiative called Hands Off Our Girls. She attended a birthday celebration for Regina Napper, who is a retired RN nurse and who currently has a great organization to help homeless people in Los Angeles and Riverside Counties. She said she thanked Ms. Napper for her continued service. She then shared some information about disguised pot edibles. She said she saw something a cautionary article in one of the ADAAP Magazines showing what looked like a bag of Hot Cheetos, but it's called Weedos. She advised parents to be vigilant and keep watch regarding this sort of illegal product, so they don't get in the hands of their children.

- (5) **COUNCILMEMBER HENDERSON** – asked Mayor Cerda, when closing the meeting, to pray for the families that were lost in the plane crash in Ethiopia for the 157 people who were lost. He said the 2020 Census Count meeting was very enlightening and very important for our community regarding recognizing and accounting for themselves in the community. He attended the Coffee with Assembly Member Al Muratsuchi. He attended the Cymbidium Show and bought an orchid but it's already dead as those plants don't like cigar smoke. He was at the Gardena Evening Optimist Club with Mayor Cerda; that it was very enlightening and entertaining. He shared there was a presentation by a group called Close-Up where they provide scholarship opportunities for students to see government up close. This year two students from Gardena High school and their AP Government teacher were present. He attended the Holly Park Homeowners Association meeting and told Council member Medina that he did "a great job." He reminded the community to use Gardena Direct to get bulky items (illegal dumping) removed. He attended the Greater Los Angeles African American Chamber of Commerce Dinner at the J.W. Marriott. He had his committee meeting at Compton College where they work with formerly- incarcerated students as they transition back into society. He said that Compton College received an award from the State Chancellors' Office.

10. ANNOUNCEMENTS**Mayor Cerda announced:**

- (1) A Community Survey is being conducted regarding community priorities;
- (2) Free Hazardous & Electronic Waste Recycling Round up, Saturday, March 23, 2019, 9:00 am. to 3:00 p.m. at Arthur Johnson Park; and
- (3) State of the City address, in conjunction with the Police Community Forum, March 21, 2019, at 6:00 p.m. In lieu of the traditional sale of raffle tickets they are asking for donations of non-perishable food items to help replenish the Gardena food pantry.

11. REMEMBRANCES

The 150 lives that were lost, in the tragic Ethiopian airlines plane crash.

12. ADJOURNMENT

At 9:10 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the next Regular City Council Meeting, at 7:00 p.m., on Tuesday, March 26, 2019.

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

APPROVED:

Tasha Cerda, Mayor

By: _____
Becky Romero, Deputy City Clerk

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Treasurer's Department
DATE: March 22, 2019
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

(a) March 26, 2019 TOTAL WARRANTS ISSUED: \$3,581,384.61

Wire Transfer: 11760-11765
Prepay: 153232
Check Numbers: 153233-153463
Checks Voided:

Total Pages of Register: 24

March 15, 2019 TOTAL PAYROLL ISSUED: \$2,023,987.61

for: Maril M.
J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

vchlist
03/21/2019 4:14:04PM

Voucher List
CITY OF GARDENA

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11760	3/6/2019	110487 MARQUIS ESCROW, SANDY JONES	030519		ESCROW PURCHASE OF PROPERTY -	1,128,600.72
					Total :	1,128,600.72
11761	3/12/2019	104058 ADMINISURE INC.	031219		WORKERS' COMP CLAIMS ADMINISTR	30,703.21
					Total :	30,703.21
11762	3/13/2019	321408 U.S. POSTAL SERVICE	031119		TMX #259234 REPLENISH POSTAGE MI	6,000.00
					Total :	6,000.00
11763	3/20/2019	106110 ADVANCED BENEFIT SOLUTIONS, LLC	031919		HEALTH INSURANCE CLAIMS	109,160.03
					Total :	109,160.03
11764	3/20/2019	106110 ADVANCED BENEFIT SOLUTIONS, LLC	032019		HEALTH INSURANCE CLAIMS	173,453.15
					Total :	173,453.15
11765	3/19/2019	104058 ADMINISURE INC.	031919		WORKERS' COMP CLAIMS ADMINISTR	33,605.00
					Total :	33,605.00
153232	3/21/2019	110364 GOMEZ, CLAUDIA	03/24-04/01		TRAINING - 2019 CAPE SEMINAR	250.00
					Total :	250.00
153233	3/26/2019	102484 A & E CONSULTANTS, INC.	11428	024-00530	CRENSHAW BLVD. STREET IMPROVEM	9,010.00
					Total :	9,010.00
153234	3/26/2019	107751 A-A BACKFLOW TESTING &, MAINTENANCE	67900		INSTALL NEW BACKFLOW ASSEMBLY &	1,550.37
					Total :	1,550.37
153235	3/26/2019	106086 ABC COMPANIES	2840632		GTRANS PARTS SUPPLIES	51.62
					Total :	51.62
153236	3/26/2019	110544 ADAMS, JORDAN NICHOLAS	02/16-02/28/19 03/01-03/15/19		SPORTS SCOREKEEPER	40.00
					SPORTS SCOREKEEPER	180.00
					Total :	220.00
153237	3/26/2019	106110 ADVANCED BENEFIT SOLUTIONS, LLC	APRIL 2019		HEALTH, DENTAL & LIFE INSURANCE	115,608.40
					Total :	115,608.40

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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153238	3/26/2019	108131 AECOM	PERMIT #15764		PERMIT DEPOSIT REFUND - 14020 KIN	1,000.00
					Total :	1,000.00
153239	3/26/2019	101748 AFTERMARKET PARTS COMPANY LLC, THE	81589648	037-09811	GTRANS AUTO PARTS	7.65
			81591646	037-09811	GTRANS AUTO PARTS	1,299.25
			81591652	037-09811	GTRANS AUTO PARTS	312.99
			81601805	037-09819	GTRANS AUTO PARTS	126.67
			81601838	037-09819	GTRANS AUTO PARTS	1,895.95
					Total :	3,642.51
153240	3/26/2019	108939 AMERICAN BIKE PATROL SERVICES	141700		REPAIR SERVICE - PD PATROL MOTOR	458.83
					Total :	458.83
153241	3/26/2019	108454 AMERICAN SOCCER COMPANY, INC.	6560403	034-00394	YOUTH SPORTS UNIFORMS	2,671.73
			6562170	034-00394	YOUTH SPORTS UNIFORM	142.96
					Total :	2,814.69
153242	3/26/2019	107783 APOLLO VIDEO TECHNOLOGY	533079		BUS CAMERA PARTS	324.69
					Total :	324.69
153243	3/26/2019	101628 AQUA-FLO SUPPLY	1315781		PARK MAINT SUPPLIES	111.06
			1315782		PARK MAINT SUPPLIES	10.45
			1320661		PARK MAINT SUPPLIES	328.53
			1320666		PARK MAINT SUPPLIES	42.24
			1323479		PARK MAINT SUPPLIES	15.84
			1323897		PARK MAINT SUPPLIES	35.75
			1325084		PARK MAINT SUPPLIES	7.55
			1326408		PARK MAINT SUPPLIES	34.98
			1327819		PARK MAINT SUPPLIES	73.28
			1328235		PARK MAINT SUPPLIES	108.94
			13288312		PARK MAINT SUPPLIES	42.43
			1329408		PARK MAINT SUPPLIES	40.59
					Total :	851.64
153244	3/26/2019	108625 ARAD OIL INC.	FEBRUARY 2019		CAR WASH	40.00
					Total :	40.00
153245	3/26/2019	104687 AT&T	12666258		TELEPHONE	394.91

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153245	3/26/2019	104687 AT&T	(Continued) 12693668		TELEPHONE	182.88
Total :						577.79
153246	3/26/2019	100964 AT&T MOBILITY	287275680401X3012019 287275680780X3012019 287275681023X3012019 834935325X02162019 835577878X03012019		PD CELL PHONE ACCT #287275680401 PD CELL PHONE ACCT #287275680780 PD CELL PHONE ACCT #287275681023 CD/CMO/GS/GTRANS CELL PHONE AC PD/CM CELL PHONE ACCT #835577878	581.00 328.67 2,001.30 308.05 623.84
Total :						3,842.86
153247	3/26/2019	110454 AUTOMATED GATE SERVICES, INC	132144 132146 132294	037-09805 037-09805 037-09805	GTRANS TRASH GATES INSTALL GTRANS DOUBLE PEDESTRIAN GATES GTRANS SWING GATE INSTALL	3,965.00 1,940.00 8,282.00
Total :						14,187.00
153248	3/26/2019	102880 AUTOPLEX, INC.	10398 10429 10681		PD AUTO PARTS PD AUTO PARTS PD AUTO PARTS	187.19 159.82 170.77
Total :						517.78
153249	3/26/2019	109447 BARON BAG & SUPPLY	0000179132		STREET MAINT SUPPLIES	930.76
Total :						930.76
153250	3/26/2019	110190 BASNET FAMILY CHILD CARE	FEBRUARY 2019		CHILD CARE PROVIDER	3,040.00
Total :						3,040.00
153251	3/26/2019	102054 BAVCO	892089 892096		(21) BACKFLOW VALVE INSPECTIONS (5) BACKFLOW VALVE REPAIRS	945.00 1,550.00
Total :						2,495.00
153252	3/26/2019	102400 BAYSIDE MEDICAL CENTER	00087082		FIRST AID TREATMENT - C.RIVERA	161.33
Total :						161.33
153253	3/26/2019	103641 BECNEL UNIFORMS	18132		PANTS, 33SX33	376.52
Total :						376.52
153254	3/26/2019	102135 BEHRENDT, KENT	00001948	023-01163	IT NETWORK SUPPORT	6,177.82

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153254	3/26/2019	102135 102135 BEHREND, KENT	(Continued)		Total :	6,177.82
153255	3/26/2019	107690 BELL, DONNETTA	FEBRUARY 2019		CHILD CARE PROVIDER	4,148.00
					Total :	4,148.00
153256	3/26/2019	108994 BERGMAN DACEY GOLDSMITH	25819		PROFESSIONAL SERVICES - PERSONN	32.50
			25820		LEGAL SERVICES - TAMARE V. GARDE	22,781.78
					Total :	22,814.28
153257	3/26/2019	110557 BERMUDA DUNES COUNTRY CLUB	060819		DEPOSIT - GRAGA TOURNAMENT 6/8/1	500.00
					Total :	500.00
153258	3/26/2019	110545 BISHOP JR., PETER	03/01-03/15/19		SPORTS SCOREKEEPER	30.00
					Total :	30.00
153259	3/26/2019	108715 BOBBS, CINDY	FEBRUARY 2019		CHILD CARE PROVIDER	2,680.00
					Total :	2,680.00
153260	3/26/2019	110270 BUILT ALL CONSTRUCTION	PERMIT #15956		PERMIT DEPOSIT REFUND - 14420 CRI	2,000.00
					Total :	2,000.00
153261	3/26/2019	110399 C.A. SHORT COMPANY	7018021		AWARDS & RECOGNITION SUPPLIES	210.92
					Total :	210.92
153262	3/26/2019	303331 CALIFORNIA DEPARTMENT OF TAX, AND FEE 2018			USE TAX RETURN	3,381.00
					Total :	3,381.00
153263	3/26/2019	103383 CALPORTLAND	94072715		STREET MAINT SUPPLIES	980.63
					Total :	980.63
153264	3/26/2019	110313 CALTIP	94-2019-FEB	037-09813	FY19 CALTIP LIABILITY INSURANCE-SE	48.30
			94-2019-JAN	037-09813	FY19 CALTIP LIABILITY INSURANCE-SE	682.15
					Total :	730.45
153265	3/26/2019	823003 CARL WARREN & COMPANY	FEBRUARY 2019		CLAIMS MANAGEMENT	2,540.00
					Total :	2,540.00
153266	3/26/2019	109845 CARMENITA TRUCK CENTER	71952		GTRANS AUTO PARTS	1,839.11

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153266	3/26/2019	109845 109845 CARMENITA TRUCK CENTER	(Continued)		Total :	1,839.11
153267	3/26/2019	109979 CARSON, ERIKA	02/16-02/28/19		SPORTS SCOREKEEPER	40.00
					Total :	40.00
153268	3/26/2019	110559 CELESTINE, ALLEGRA	02/24-02/28		APTA MARKETING WORKSHOP	194.00
					Total :	194.00
153269	3/26/2019	103489 CF UNITED LLC	144-H 022519-022819		CAR WASH FEBRUARY 2019	22.00
					Total :	22.00
153270	3/26/2019	108256 CHAN, CHUN Y.	PERMIT #50018-0723		PERMIT CANCELLATION REFUND -	160.25
					Total :	160.25
153271	3/26/2019	110553 CHANDRASOMA, SUNNY	CIT #166131882		REFUND - CITATION DISMISSED	342.00
					Total :	342.00
153272	3/26/2019	108378 CHARLES E. THOMAS COMPANY INC.	38722	037-09771	GTRANS ENVIRONMENTAL TESTING F	200.00
					Total :	200.00
153273	3/26/2019	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY C/ FEBRUARY 2019			CHILD CARE PROVIDER	4,610.00
					Total :	4,610.00
153274	3/26/2019	110354 CHUNG, CHRISTINA YONSUN	6		INTERN SERVICES - MARCH 2019	150.00
					Total :	150.00
153275	3/26/2019	109389 CHUNG, KASEY	MARCH 2019		GYMNASTICS INSTRUCTOR	1,881.00
					Total :	1,881.00
153276	3/26/2019	203115 CILVA, ALICE	022819		MEDICAL REIMBURSEMENT	144.93
					Total :	144.93
153277	3/26/2019	109856 COPPA, JACLYN	031519		REIMBURSEMENT - EMERGENCY SER'	369.46
					Total :	369.46
153278	3/26/2019	102388 COPYLAND, INC.	67161		GTRANS COLLISION REPORTS & ACCI	920.93
					Total :	920.93
153279	3/26/2019	110547 CORBIN, BOBBY	02/16-02/28/19		SPORTS OFFICIAL	75.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153279	3/26/2019	110547 CORBIN, BOBBY	(Continued) 03/01-03/15/19		SPORTS OFFICIAL	125.00
					Total :	200.00
153280	3/26/2019	109913 COSTAR REALTY INFORMATION INC.	108973242		COSTAR SUITE - MARCH 2019	912.00
					Total :	912.00
153281	3/26/2019	101507 COX, CASTLE & NICHOLSON LLP	482424		PROFESSIONAL SERVICES - GARDEN/	887.50
					Total :	887.50
153282	3/26/2019	105935 CRAFTCO, INC.	9401997419		STREET MAINT SUPPLIES	995.37
					Total :	995.37
153283	3/26/2019	103512 CRENSHAW LUMBER CO.	29808		STREET MAINT SUPPLIES	67.33
					Total :	67.33
153284	3/26/2019	312558 DEPARTMENT OF ANIMAL CARE, & CONTROL	JANUARY 2019	035-00848	MONTHLY HOUSING SERVICES - JANU	15,518.84
					Total :	15,518.84
153285	3/26/2019	303459 DEPARTMENT OF JUSTICE	358776		FINGERPRINT APPS - FEBRUARY 2019	2,474.00
					Total :	2,474.00
153286	3/26/2019	109854 DIGITAL IMAGE SOLUTIONS	45514		PD OFFICE SUPPLIES	119.50
					Total :	119.50
153287	3/26/2019	105182 DIRECTV	35901637656		DIRECTV SERVICE BUSINESS XTRA - A	7.00
					Total :	7.00
153288	3/26/2019	103241 DP STAR AUTOMOTIVE, INC.	44843 44851		SMOG INSPECTIONS - 2012 FORD F350	40.00
					SMOG INSPECTIONS - 2012 FORD F350	40.00
					Total :	80.00
153289	3/26/2019	104276 DREHS, LARRY W.	MARCH 2019		MARTIAL ARTS INSTRUCTOR	543.00
					Total :	543.00
153290	3/26/2019	107675 EAN SERVICES, LLC	29733839 30891712 30891728		CAR RENTAL - M.ZELAYA 1/17-1/21	656.09
					CAR RENTAL - TOSHIO FUNERAL SERV	2,131.75
					CAR RENTAL - TOSHIO FUNERAL SERV	2,324.99

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153290	3/26/2019	107675 107675 EAN SERVICES, LLC	(Continued)		Total :	5,112.83
153291	3/26/2019	106608 EIGER TECHSYSTEMS	1-1013	037-09644	CONSULTING SUPPORT BUS SIGNAL F	24,851.25
					Total :	24,851.25
153292	3/26/2019	110532 ELECTRIC CAR SALES & SERVICE	25278		GTRANS AUTO PARTS	992.21
					Total :	992.21
153293	3/26/2019	105418 EMPIRE CLEANING SUPPLY	1098992 1099132	024-00532	CUSTODIAL SUPPLIES CUSTODIAL SUPPLIES	668.76 202.88
					Total :	871.64
153294	3/26/2019	106459 ENTERPRISE FM TRUST	LASX16	035-00903	2015 CHEVROLET TAHOE VIN# 1GN5C	6,679.79
					Total :	6,679.79
153295	3/26/2019	106459 ENTERPRISE FM TRUST	200B09	035-00903	2015 FORD EDGE VIN# 2FMPK3G84FBI	6,505.62
					Total :	6,505.62
153296	3/26/2019	106459 ENTERPRISE FM TRUST	LASY24	035-00903	2015 TOYOTA CAMRY XLE VIN# 4T1BK	4,033.51
					Total :	4,033.51
153297	3/26/2019	106459 ENTERPRISE FM TRUST	LASY25	035-00903	2015 TOYOTA SIENNA VIN# 5TDZK3DC	3,783.74
					Total :	3,783.74
153298	3/26/2019	106459 ENTERPRISE FM TRUST	LASY26	035-00903	2015 NISSAN PATHFINDER VIN #5N1AF	3,163.48
					Total :	3,163.48
153299	3/26/2019	103795 ESCALANTE FAMILY CHILD CARE	FEBRUARY 2019		CHILD CARE PROVIDER	5,320.00
					Total :	5,320.00
153300	3/26/2019	107510 ESCALANTE, WENDY E.	FEBRUARY 2019		CHILD CARE PROVIDER	4,928.00
					Total :	4,928.00
153301	3/26/2019	109426 ESPINOSA, VANESSA	02/18-02/28/19		PROFESSIONAL SERVICES - CASE WC	1,260.00
					Total :	1,260.00
153302	3/26/2019	108574 EVANBROOKSASSOCIATES, INC.	19003-3	037-09760	NTD PASSENGER MILES DATA COLLEC	5,186.67
					Total :	5,186.67

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153303	3/26/2019	105650 EWING IRRIGATION PRODUCTS	6921557		PARK MAINT SUPPLIES	19.36
					Total :	19.36
153304	3/26/2019	105693 EXPRESS OIL COMPANY	179534		WASTE OIL - TRUCKING PUMPING & DI	172.50
					Total :	172.50
153305	3/26/2019	105539 FACTORY MOTOR PARTS CO.	25-1056631		PW AUTO PARTS	149.18
					Total :	149.18
153306	3/26/2019	100055 FAIR HOUSING FOUNDATION	FEBRUARY 2019		CDBG CONSULTANT	2,160.98
					Total :	2,160.98
153307	3/26/2019	107861 FITZPATRICK, EDDIE	03/01-03/15/19		SPORTS OFFICIAL	75.00
					Total :	75.00
153308	3/26/2019	100447 FIVE-STAR UPHOLSTERY & AUTO, GLASS	20190304		REUPHOLSTER SEAT	180.00
					Total :	180.00
153309	3/26/2019	106334 FLORENCE FILTER CORPORATION	0110620		GTRANS AUTO PARTS	2,124.72
					Total :	2,124.72
153310	3/26/2019	102394 FRANK SCOTTO TOWING	11591 11919 11921		TOWING SERVICES FOR BUS #739 TOWING SERVICES FOR BUS #707 TOWING SERVICES FOR BUS #775	525.00 700.00 612.50
					Total :	1,837.50
153311	3/26/2019	107724 GARCIA, CLAUDIA CRISTINA	FEBRUARY 2019		CHILD CARE PROVIDER	7,010.00
					Total :	7,010.00
153312	3/26/2019	207133 GARCIA, NANCY C.	FEBRUARY 2019		CHILD CARE PROVIDER	4,174.00
					Total :	4,174.00
153313	3/26/2019	107030 GARDENAAUTO PARTS	091479		PD AUTO PARTS	156.18
					Total :	156.18
153314	3/26/2019	107495 GARDENA CAR WASH	JAN 2019 JANUARY 2019		CAR WASH - PD CAR WASH - REC	180.90 23.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153314	3/26/2019	107495 107495 GARDENA CAR WASH	(Continued)		Total :	204.88
153315	3/26/2019	107005 GARDENA GLASS, INC.	61726		FREEMAN PARK - WINDOW REPAIR , ~	83.22
					Total :	83.22
153316	3/26/2019	107011 GARDENA VALLEY NEWS, INC.	00077457		SUMMARY OF ORDINANCE NO. 1801 -	124.69
			00077458		SUMMARY OF ORDINANCE NO. 1802 -	124.69
			00078154		NOTICE OF INVITATION TO BID - NAKA	124.69
			00078168		NOTICE OF PUBLIC HEARING - RESOL	320.36
					Total :	694.43
153317	3/26/2019	107034 GARDENA WELDING SUPPLY CO INC.	95 110117		GTRANS MAINT SUPPLIES	77.75
					Total :	77.75
153318	3/26/2019	619005 GAS COMPANY, THE	030119		CNG FUEL - FEBRUARY 2019	396.39
			030519		GAS	4,273.80
					Total :	4,670.19
153319	3/26/2019	107056 GENFARE	90146474	037-09787	MOBILE VAULT PROJECT	405.00
					Total :	405.00
153320	3/26/2019	120212 GLENN E. THOMAS CO.	675607		2017 CHEVY 300 #1455942 OIL CHANGI	61.88
					Total :	61.88
153321	3/26/2019	110202 GOLD, M.D.C.M., STUART M.	GRIER001		SETTLEMENT - Y.GRIER V. GARDENA	500.00
					Total :	500.00
153322	3/26/2019	106410 GOLDEN HAND GROUP, INC.	34040		REC PROGRAM SUPPLIES	73.43
					Total :	73.43
153323	3/26/2019	619004 GOLDEN STATE WATER CO.	030519		WATER	5,409.71
					Total :	5,409.71
153324	3/26/2019	109285 GS BROTHERS	14369		GTRANS - LANDSCAPE SERVICE - MAF	1,725.00
					Total :	1,725.00
153325	3/26/2019	207520 GUALOTUNA, HUGO	WINTER 2019		EDUCATIONAL REIMBURSEMENT	607.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153325	3/26/2019	207520 207520 GUALOTUNA, HUGO	(Continued)		Total :	607.50
153326	3/26/2019	110435 GUERRERO, ANGELICA	FEBRUARY 2019		CHILD CARE PROVIDER	3,755.00
					Total :	3,755.00
153327	3/26/2019	108012 H&H AUTO PARTS WHOLESALE	11N0266980		PW AUTO PARTS	683.89
			11N0267786		PW AUTO PARTS	658.86
					Total :	1,342.75
153328	3/26/2019	104017 HALO BRANDED SOLUTIONS INC.	3823567		GTRANS PROMOTIONAL ITEMS	1,231.48
					Total :	1,231.48
153329	3/26/2019	208478 HEITMEYER, JAMES	022719		MEDICAL REIMBURSEMENT	2,650.00
					Total :	2,650.00
153330	3/26/2019	108607 HENDERSON-BATISTE, TANEKA	FEBRUARY 2019		CHILD CARE PROVIDER	3,980.00
					Total :	3,980.00
153331	3/26/2019	208131 HENRY, LEONIDES	03/01-03/15/19		SPORTS OFFICIAL	200.00
					Total :	200.00
153332	3/26/2019	108434 HOME DEPOT CREDIT SERVICES	0314956		HOME IMPROVEMENT PROGRAM	188.90
			0542341		REC PROGRAM SUPPLIES	32.83
			1314467		HOME IMPROVEMENT PROGRAM	80.55
			1322143		PARK MAINT SUPPLIES	74.12
			2524793		PD MAINT SUPPLIES	22.59
			3322016		HOME IMPROVEMENT PROGRAM	73.23
			4041630		PARK MAINT SUPPLIES	82.03
			4350506		HOME IMPROVEMENT PROGRAM	190.90
			5041441		SIGNS/SIGNALS SUPPLIES	263.75
			5041444		BLDG MAINT SUPPLIES	218.53
			5041445		BLDG MAINT SUPPLIES	217.91
			5041446		BLDG MAINT SUPPLIES	196.01
			6350483		BLDG MAINT SUPPLIES	187.95
			7052597		PARK MAINT SUPPLIES	72.69
			7314773		BLDG MAINT SUPPLIES	22.54
			7342247		SIGNS/SIGNALS SUPPLIES	537.86
			7350278		HOME IMPROVEMENT PROGRAM	69.66

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153332	3/26/2019	108434 HOME DEPOT CREDIT SERVICES	(Continued) 7533569 8314553		SIGNS/SIGNALS SUPPLIES HOME IMPROVEMENT PROGRAM Total :	185.99 92.80 2,810.84
153333	3/26/2019	108430 HOME PIPE & SUPPLY	F10381 F10476 F10477 F10488 F10500		BLDG MAINT SUPPLIES BUILDING MAINT SUPPLIES BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES Total :	1,378.88 520.37 170.96 119.80 44.52 2,234.53
153334	3/26/2019	100275 HONEYWELL	5247412345	034-00359	HVAC SYSTEM MIANTENANCE - APR-Jl Total :	25,026.72 25,026.72
153335	3/26/2019	110548 HOWARD, JORDAN	02/16-02/28/19 03/01-03/15/19		SPORTS SCOREKEEPER SPORTS SCOREKEEPER Total :	40.00 90.00 130.00
153336	3/26/2019	105018 HOWARD, SR., BRIAN J.	02/16-02/28/19		SPORTS OFFICIAL Total :	125.00 125.00
153337	3/26/2019	108302 INGLEWOOD WHOLESALE ELECTRIC, CO.	259797		BUS FACILITY MAINT SUPPLIES Total :	1,138.80 1,138.80
153338	3/26/2019	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	101124294 101124325 101124473		GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS Total :	137.53 163.79 437.37 738.69
153339	3/26/2019	109686 JACKSON, ALEXANDRA	MARCH 2019		MATH/READING INSTRUCTOR Total :	512.00 512.00
153340	3/26/2019	109957 JACKSON, ERIN	022619		MEDICAL REIMBURSEMENT Total :	163.20 163.20
153341	3/26/2019	104323 JACKSON, EVAN	022619		MEDICAL REIMBURSEMENT	2,650.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153341	3/26/2019	104323 JACKSON, EVAN	(Continued)		Total :	2,650.00
153342	3/26/2019	108555 JALISCO TIRE & AUTO REPAIR	022819		(1) FLAT REPAIR	10.00
			030819		(4) TIRES MOUNT & BALANCE	50.00
					Total :	60.00
153343	3/26/2019	210001 JAMISON, JACQUELYN	FEBRUARY 2019		CHILD CARE PROVIDER	3,156.00
					Total :	3,156.00
153344	3/26/2019	110010 JANEK CORPORATION, THE	104943	037-09814	GTRANS SHOP SUPPLIES	2,573.25
					Total :	2,573.25
153345	3/26/2019	107642 JAPANESE AUTOMOTIVE CENTER, INC.	0269708		1994 FORD E350 VAN #000481 SERVICE	253.49
					Total :	253.49
153346	3/26/2019	105226 JEKAL FAMILY CHILD CARE	FEBRUARY 2019		CHILD CARE PROVIDER	4,982.00
					Total :	4,982.00
153347	3/26/2019	110543 JOHNSON, BRYAN	02/16-02/218/19		SPORTS SCOREKEEPER	50.00
			03/01-03/15/19		SPORTS SCOREKEEPER	210.00
					Total :	260.00
153348	3/26/2019	111016 KAISER FOUNDATION HEALTH PLAN	APRIL 2019		HEALTH INSURANCE	243,223.99
					Total :	243,223.99
153349	3/26/2019	211004 KANG, THOMAS	04/15-04/19		LACPCA 2019 CONFERENCE	300.00
					Total :	300.00
153350	3/26/2019	109400 KEEP CLEAN PRODUCT, INC.	310446		CUSTODIAL SUPPLIES	502.00
					Total :	502.00
153351	3/26/2019	109346 KEYSTONE UNIFORM OC	700025941		PD UNIFORM SALES	89.29
			700026335		PD UNIFORM SUPPLIES	359.24
			700026988		PD UNIFORM SUPPLIES	552.67
					Total :	1,001.20
153352	3/26/2019	110456 KHAIRZADA, MAHMOODA	FEBRUARY 2019		CHILD CARE PROVIDER	2,970.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153352	3/26/2019	110456 110456 KHAIRZADA, MAHMOODA	(Continued)		Total :	2,970.00
153353	3/26/2019	110385 KIMLEY-HORN AND ASSOCIATES, INC	13291130		DEVELOPMENT SERVICES - STONEFIE	4,800.42
					Total :	4,800.42
153354	3/26/2019	111517 KIRK'S AUTOMOTIVE INC.	1024885	037-09815	GTRANS SHOP SUPPLIES	2,800.00
			1025024		GTRANS SHOP SUPPLIES	26.10
			1025080		GTRANS SHOP SUPPLIES	40.56
			1025177		GTRANS SHOP SUPPLIES	52.80
					Total :	2,919.46
153355	3/26/2019	110531 KOTUKU INC.	BL #38037		REFUND - BUSINESS LICENSE CANCE	107.00
					Total :	107.00
153356	3/26/2019	110549 KR CONSTRUCTION	50017-1301		PERMIT DEPOSIT REFUND - 1254 W. RI	7,500.00
					Total :	7,500.00
153357	3/26/2019	108475 L.A. CASCADE INC.	L28999		TEMPURE LAB FREEZER - REPAIR DR/	616.09
					Total :	616.09
153358	3/26/2019	312039 L.A. COUNTY FIRE DEPARTMENT	C0008891	023-01155	FIRE PROTECTION SERVICES - APRIL :	700,137.00
					Total :	700,137.00
153359	3/26/2019	312113 L.A. COUNTY SHERIFF'S DEPT	192952BL		INMATE MEAL DELIVERY PROGRAM - F	1,091.75
					Total :	1,091.75
153360	3/26/2019	104203 L.A. PAINT & BODY WORKS	74470		BODY REPAIR FOR BUS UNIT #724	1,881.43
					Total :	1,881.43
153361	3/26/2019	109939 LA UNIFORMS & TAILORING	1632		PD UNIFORM SUPPLIES	49.22
					Total :	49.22
153362	3/26/2019	112015 LACERDA, DALVANICE	FEBRUARY 2019		CHILD CARE PROVIDER	7,744.00
					Total :	7,744.00
153363	3/26/2019	102376 LEXISNEXIS RISK SOLUTIONS	1328345-20190131		MONTHLY SUBSCRIPTION FEE	238.82
			1328345-20190228		MONTHLY SUBSCRIPTION FEE	358.23

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153363	3/26/2019	102376 102376 LEXISNEXIS RISK SOLUTIONS	(Continued)		Total :	597.05
153364	3/26/2019	110541 LIPSKINS-SCOTT, BRIAN	03/01-03/15/19		SPORTS OFFICIAL	150.00
					Total :	150.00
153365	3/26/2019	102233 LITTLE PEOPLE DAY CARE	FEBRUARY 2019		CHILD CARE PROVIDER	8,434.00
					Total :	8,434.00
153366	3/26/2019	109517 LOAD N' GO BUILDING MATERIALS	9333		STREET MAINT SUPPLIES	218.91
			9411		STREET MAINT SUPPLIES	49.17
			9412		STREET MAINT SUPPLIES	175.65
			9413		STREET MAINT SUPPLIES	6.56
					Total :	450.29
153367	3/26/2019	109563 LUCKY LADY CASINO	0850000080		ECNONOMIC ASSISTANCE - FEBRUAR	33,936.27
					Total :	33,936.27
153368	3/26/2019	112615 LU'S LIGHTHOUSE, INC.	01134910		GTRANS SHOP SUPPLIES	125.47
					Total :	125.47
153369	3/26/2019	110204 MA-5	1003	035-00875	INVESTIGATION SERVICES - FEBRUAR	4,640.00
					Total :	4,640.00
153370	3/26/2019	105082 MAJESTIC LIGHTING, INC.	ML72302		BLDG MAINT SUPPLIES	273.20
			ML72303		SIGNALS/SIGNS SUPPLIES	7.82
			ML72337		BLDG MAINT SUPPLIES	217.18
			ML72359		BLDG MAINT SUPPLIES	31.54
			ML72373		BLDG MAINT SUPPLIES	518.81
					Total :	1,048.55
153371	3/26/2019	113036 MANERI SIGN CO., INC.	40005076		SIGNS - 36"X9" HIP "MARINE AVE 2400"	208.06
			40005139		SIGNS - 12"X18" "RESERVED PARKING	32.04
			40005154		SIGN - 42"X9" "VAN BUREN CT 14100"	104.03
			40005281		SIGN - 96"X60" "YOUR TAX DOLLARS A	1,004.78
					Total :	1,348.91
153372	3/26/2019	107644 MARTINEZ, CHERYL NAOMI	FEBRUARY 2019		CHILD CARE PROVIDER	4,272.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153372	3/26/2019	107644 107644 MARTINEZ, CHERYL NAOMI	(Continued)		Total :	4,272.00
153373	3/26/2019	104773 MARTINEZ, KAMBY	FEBRUARY 2019		CHILD CARE PROVIDER	5,499.00
					Total :	5,499.00
153374	3/26/2019	113046 MARX BROS. FIRE EXTINGUISHER, CO., INC.	301306		FIRE EXTINGUISHER SERVICE ~	157.88
					Total :	157.88
153375	3/26/2019	113064 MCMASTER-CARR SUPPLY COMPANY	87485491		GTRANS SHOP SUPPLIES	240.43
			88020866		GTRANS SHOP SUPPLIES	67.40
			88224119		GTRANS SHOP SUPPLIES	288.08
			88277559		GTRANS SHOP SUPPLIES	448.83
			88365200		GTRAN SHOP SUPPLIES	33.36
			88365201		GTRANS SHOP SUPPLIES	57.74
			88381571		GTRANS SHOP SUPPLIES	23.82
					Total :	1,159.66
153376	3/26/2019	113295 MUNISERVICES, LLC	INV06-005109		SALES TAX AUDIT SERVICES FOR QTR	5,417.84
					Total :	5,417.84
153377	3/26/2019	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	382458		PROPANE GAS	1,023.76
					Total :	1,023.76
153378	3/26/2019	105622 N/S CORPORATION	0092760	037-09774	GTRANS BUS WASH EQUIPMENT MAIN	385.00
					Total :	385.00
153379	3/26/2019	114003 NATIONAL PLANT SERVICES, INC.	14569	024-00533	SEWER REHABILITATION 2016 JN 895	72,057.54
					Total :	72,057.54
153380	3/26/2019	103410 NELSON, KATHY ANN	013019		MEDICAL REIMBURSEMENT	154.93
					Total :	154.93
153381	3/26/2019	105204 NEW PIG CORPORATION	22700105		BUS SUPPLIES	333.73
					Total :	333.73
153382	3/26/2019	214310 NIKO, UIKILIFI	022719		MEDICAL REIMUBURSEMENT	2,650.00
					Total :	2,650.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153383	3/26/2019	115168 OFFICE DEPOT	268471216		HR OFFICE SUPPLIES	127.13
			268492729		HR OFFICE SUPPLIES	10.60
			269960996		BUS OFFICE SUPPLIES	277.21
			269984256		BUS OFFICE SUPPLIES	196.02
			269984556		BUS OFFICE SUPPLIES	184.37
			270340956		PD OFFICE SUPPLIES	28.25
			270342091		PD OFFICE SUPPLIES	112.00
			270394644		PD OFFICE SUPPLIES	108.30
			271644791		PD OFFICE SUPPLIES	114.95
			272319448		BUS OFFICE SUPPLIES	109.99
			274741012		ECON DEV OFFICE SUPPLIES	105.58
			274821656		PD OFFICE SUPPLIES	435.67
			274823330		PD OFFICE SUPPLIES	163.14
			274977025		CT OFFICE SUPPLIES	309.58
			275326252		HR OFFICE SUPPLIES	71.53
			275326252-002		HR OFFICE SUPPLIES	6.56
			275335962		HR OFFICE SUPPLIES	2.54
			276557292		BUS OFFICE SUPPLIES	63.99
			276592681		PD OFFICE SUPPLIES	140.29
			278187836		CM OFFICE SUPPLIES	39.31
			278202760		CM OFFICE SUPPLIES	21.89
Total :						2,628.90
153384	3/26/2019	111358 O'REILLY AUTO PARTS	232090		GTRANS AUTO PARTS	42.66
			277994		PW AUTO PARTS	99.40
			279422		GTRANS AUTO PARTS	251.28
			281815		GTRANS AUTO PARTS	15.92
Total :						409.26
153385	3/26/2019	115810 ORKIN PEST CONTROL	181740244		PEST CONTROL - ACCT #27336703	230.90
			181740245		PEST CONTROL - ACCT #27336703	230.90
Total :						461.80
153386	3/26/2019	100663 OVERLAND PACIFIC & CUTLER, INC	1902052		PROFESSIONAL SERVICES - RELOCAT	1,527.50
Total :						1,527.50
153387	3/26/2019	109890 OWUSU FAMILY CHILD CARE	FEBRUARY 2019		CHILD CARE PROVIDER	4,188.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153387	3/26/2019	109890 109890 OWUSU FAMILY CHILD CARE	(Continued)		Total :	4,188.00
153388	3/26/2019	103673 PACIFIC PRODUCTS & SERVICE, LLC	24656		SIGNS/SIGNALS SUPPLIES	1,143.58
					Total :	1,143.58
153389	3/26/2019	100616 PEPE'S TOWING SERVICE, INC.	27514		TOWING SERVICES FOR BUS #710	450.00
					Total :	450.00
153390	3/26/2019	216434 PEPPER, NICHOLAS	022519		MEDICAL REIMBURSEMENT	2,000.00
					Total :	2,000.00
153391	3/26/2019	104224 PETERS, TREMAINE	03/01-03/15/19		SPORTS OFFICIAL	50.00
					Total :	50.00
153392	3/26/2019	307101 PETTY CASH FUND	02/04-03/08/19		REPLENISH PETTY CASH	522.79
					Total :	522.79
153393	3/26/2019	110358 PHILIPOPOULOS, ALEXANDRA	6		INTERN SERVICES - MARCH 2019	150.00
					Total :	150.00
153394	3/26/2019	105574 PINNACLE PETROLEUM, INC.	0187919 0187922	037-09762 037-09762	GTRANS' UNLEADED GASOLINE FUEL GTRANS' UNLEADED GASOLINE FUEL	23,400.35 23,400.35
					Total :	46,800.70
153395	3/26/2019	100123 PINTO, ALEXANDER	022819		MEDICAL REIMBURSEMENT	614.94
					Total :	614.94
153396	3/26/2019	109851 PLANETBIDS, INC.	032047	037-09763	PB SYSTEM VENDOR AND BID MANAG	6,566.25
					Total :	6,566.25
153397	3/26/2019	106092 PRUDENTIAL OVERALL SUPPLY	41027625	024-00527	CUSTODIAL SUPPLIES	2,663.60
					Total :	2,663.60
153398	3/26/2019	116575 PSYCHOLOGICAL CONSULTING, ASSOCIATES	523589		OIS DEBRIEFING - PD	150.00
					Total :	150.00
153399	3/26/2019	110542 RAMIREZ, ISAAC	03/01-03/15/19		SPORTS SCOREKEEPER	170.00
					Total :	170.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153400	3/26/2019	110195 RCS SAFETY, LLC	PERMIT #15791 PERMIT #15913		PERMIT DEPOSIT REFUND - GRAMERC PERMIT DEPOSIT REFUND - 2618 MAR	1,000.00 1,000.00 Total : 2,000.00
153401	3/26/2019	103072 REACH	0319999		EAP SERVICES/REACHLINE NEWSLET	902.00 Total : 902.00
153402	3/26/2019	717819 REDDY, KIMBERLY R.	FEBRUARY 2019		MSW FIELD SUPERVISION	590.04 Total : 590.04
153403	3/26/2019	108886 REDMON GROUP INC.	RG2019019	037-09803	GTRANS WEBSITE SUPPORT	2,125.00 Total : 2,125.00
153404	3/26/2019	118476 RICOH USA, INC.	90247103639 9026921279 9026998182 9027102928 9027103091 9027103224 9027103275 9027103351 9027103469 9027103636 9027103707 9027103767		RICOH MPC3503 COPIER LEASE - REC USAGE CHARGES - VARIOUS USAGE CHARGES - VARIOUS USAGE CHARGES - VARIOUS RICOH MPC3503 COPIER LEASE - SR. I RICOH MPC3503 COPIER LEASE- FCC RICOH MPC3503 COPIER LEASE - BUS RICOH MPC3503 COPIER LEASE - ADM RICOH MPC3503 COPIER LEASE - HS RICOH MPC3503 COPIER LEASE - PD C RICOH MPC3503 COPIER LEASE - PW RICOH MPC3503 COPIER LEASE - PD S	186.49 2,167.58 2,961.42 2,428.41 148.77 227.07 181.19 151.91 126.62 139.50 164.02 207.68 Total : 9,090.66
153405	3/26/2019	109323 RIVERAS LAWNMOWER SHOP, INC.	1314		PARK MAINT SUPPLIES	827.82 Total : 827.82
153406	3/26/2019	119301 ROBERT SKEELS & CO.	47985 48114 48519 48521		BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES	137.75 128.99 725.05 61.32 Total : 1,053.11
153407	3/26/2019	109984 RULED BY VENUS	030819		SPECIAL DINNER ENTERTAINMENT	200.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153407	3/26/2019	109984 109984 RULED BY VENUS	(Continued)		Total :	200.00
153408	3/26/2019	104975 SAFEGUARD BUSINESS SYSTEMS	033392812		LASER CHECKS - WARRANT CHECKS	1,063.22
					Total :	1,063.22
153409	3/26/2019	119016 SAM'S CLUB	3383 03/07/19 6025 9467 02/27/19		PD PROGRAM SUPPLIES REC PROGRAM SUPPLIES REC PROGRAM SUPPLIES	71.76 37.25 18.37
					Total :	127.38
153410	3/26/2019	110355 SANTOS, ANGIE	6		INTERN SERVICES - MARCH 2019	150.00
					Total :	150.00
153411	3/26/2019	219355 SARGENT, MICHAEL	SPRING 2019		EDUCATIONAL REIMBURSEMENT	3,000.00
					Total :	3,000.00
153412	3/26/2019	108654 SECTRAN SECURITY INC.	19021620 19030603 19030604		CURRENCY VERIFICATION - FEBRUAR ARMORED TRANSPORTATION SERVICE ARMORED TRANSPORTATION SERVICE	950.02 239.57 179.68
					Total :	1,369.27
153413	3/26/2019	107736 SEQUEL CONTRACTORS, INC.	535-1	024-00524	CRENSHAW BLVD. STREET IMPROVEM	113,097.97
					Total :	113,097.97
153414	3/26/2019	110551 SHAWNAN	PERMIT #15625		PERMIT DEPOSIT REFUND - EL SEGU	2,000.00
					Total :	2,000.00
153415	3/26/2019	106050 SHEHATA, AMY	FEBRUARY 2019		CHILD CARE PROVIDER	6,999.00
					Total :	6,999.00
153416	3/26/2019	119233 SHERWIN-WILLIAMS CO.	0692-3		STREET MAINT SUPPLIES	78.14
					Total :	78.14
153417	3/26/2019	109918 SHIGE'S FOREIGN CAR SERVICE	75351 75399 75433 75446 75451		2015 FORD INTR #1462932 OIL CHANGI 2016 FORD INTR #1488054 REPLACE S 2011 CHEVY TAHOE #1376558 OIL CHA 2016 FORD INTR #1488058 BRAKE SER 2012 CHEVY TAHOE #1415462 OIL CHA	42.55 318.92 155.61 407.86 25.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153417	3/26/2019	109918 SHIGE'S FOREIGN CAR SERVICE	(Continued) 75456 75462 75494		2018 FORD INTR #1554678 BRAKE SER 2015 FORD INTR #1462842 BRAKE SER 2011 FORD CV #1088998 SERVICE & RE Total :	195.00 739.78 461.59 2,346.31
153418	3/26/2019	119248 SIDEBOTHAM, RICHARD	08933 08943		MONTHLY SERVICE - COUNTING MACH COUNTING MACHINE MAINT PARTS Total :	385.00 130.26 515.26
153419	3/26/2019	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	FEBRUARY 2019		CHILD CARE PROVIDER Total :	5,162.00 5,162.00
153420	3/26/2019	110550 SKY RENOVATION	50018-0158		PERMIT DEPOSIT REFUND - 1224 MAR Total :	5,000.00 5,000.00
153421	3/26/2019	119361 SMART & FINAL IRIS CO.	050556 068983		SR BUREAU PROGRAM SUPPLIES SR BUREAU PROGRAM SUPPLIES Total :	115.98 28.05 144.03
153422	3/26/2019	109531 SMILLIN, MAGE	FEBRUARY 2019		CHILD CARE PROVIDER Total :	7,387.00 7,387.00
153423	3/26/2019	107761 SOCAL STORMWATER RUNOFF, SOLUTION S 3185		037-09818	FY18-19 FACILITY STORMWATER COM Total :	5,145.00 5,145.00
153424	3/26/2019	109155 SOCIAL SOLUTIONS GLOBAL, INC.	52749	035-00901	APRICOT ANNUAL SOFTWARE RENEW Total :	3,604.91 3,604.91
153425	3/26/2019	119447 SOUTH BAY FORD	152839		PW AUTO PARTS Total :	158.00 158.00
153426	3/26/2019	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	390599		OLYMPUS OMEGA RED AF 50/50 Total :	1,257.66 1,257.66
153427	3/26/2019	108238 SPARKLETTS	15638236 030119		DRINKING WATER FILTRATION SYSTEM Total :	86.00 86.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153428	3/26/2019	119548 ST. JOHN LUTHERAN CHURCH	APRIL 2019		SENIOR CITIZENS DAY CARE	900.00
					Total :	900.00
153429	3/26/2019	119594 STANLEY PEST CONTROL	COG 0219		PEST CONTROL SERVICE - 1670 W 162	654.00
			COG 0219-1		PEST CONTROL SERVICE - 2320 W. 141	117.00
					Total :	771.00
153430	3/26/2019	119010 STAPLES ADVANTAGE	3404492580		PW OFFICE SUPPLIES	121.81
			3406545849		PW OFFICE SUPPLIES	240.78
					Total :	362.59
153431	3/26/2019	220418 TALISON, LUCILLE	FEBRUARY 2019		CHILD CARE PROVIDER	3,480.00
					Total :	3,480.00
153432	3/26/2019	106870 TENDER LOVING CARE CATERING, INC.	03/01-03/15/19	034-00361	SENIOR FEEDING PROGRAM	9,761.32
					Total :	9,761.32
153433	3/26/2019	109935 THOMAS, KEVIN	031519		PURCHASE REIMBURSEMENT ~	122.04
					Total :	122.04
153434	3/26/2019	120722 THYSSENKRUPP ELEVATOR, CORPORATION	3004453433		ELEVATOR MAINTENANCE BILLING - 11	912.17
					Total :	912.17
153435	3/26/2019	110238 TIREHUB, LLC	6854827		TIRES - GY EAGLE RS A BW 94V 235/45	430.60
					Total :	430.60
153436	3/26/2019	109411 TITAN LEGAL SERVICES, INC.	OP172967-01-01		PROFESSIONAL SERVICES - M.SUGGS	309.12
			SU303976-02-01		PROFESSIONAL SERVICES - C.JONES	81.50
			SU308734-01-01		PROFESSIONAL SERVICES - H.VASQUI	81.50
			SU308734-05-01		PROFESSIONAL SERVICES - H.VASQUI	81.50
			SU312176-01-01		PROFESSIONAL SERVICES - A.GRIFFE	137.40
			SU312176-02-01		PROFESSIONAL SERVICES - A.GRIFFE	136.84
					Total :	827.86
153437	3/26/2019	110539 TOLIVER, JONATHAN	03/01-03/15/19		SPORTS OFFICIAL	300.00
					Total :	300.00
153438	3/26/2019	120525 TRANS UNION LLC	02905591		CREDIT REPORTS	73.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153438	3/26/2019	120525 120525 TRANS UNION LLC	(Continued)		Total :	73.00
153439	3/26/2019	110552 TRUK PRO'S INC	5033		2017 FREIGHTLINER #1489796 BODY R	1,997.87
					Total :	1,997.87
153440	3/26/2019	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	AYERS 02/22/19		CAL CARD STATEMENT 01/23-02/22/19	230.72
			BARRAGAN 02/22/19		CAL CARD STATEMENT 01/23-02/22/19	180.06
			FCC 02/22/19		CAL CARD STATEMENT 01/23-02/22/19	2,989.29
			KANG 02/22/19		CAL CARD STATEMENT 01/23-02/22/19	60.26
			MEDRANO 02/22/19		CAL CARD STATEMENT 01/23-02/22/19	3,496.94
			RENTERIA 02/22/19		CAL CARD STATEMENT 01/23-02/22/19	2,119.52
			SAFFELL 02/22/19		CAL CARD STATEMENT 01/22-02/22/19	104.19
			V.OSORIO 11/23/18		CAL CARD STATEMENT 10/23-11/23/18	1,198.35
			VERCELES 02/22/19		CAL CARD STATEMENT 01/23-02/22/19	4,670.56
			WARD 02/22/19		CAL CARD STATEMENT 01/23-02/22/19	2,179.64
					Total :	17,229.53
153441	3/26/2019	109220 U.S. BANK EQUIPMENT FINANCE	379702889		RICOH MPC4503 COPIER LEASE - CD	150.80
					Total :	150.80
153442	3/26/2019	101448 U.S. HEALTHWORKS MEDICAL, GROUP, PC	3477289		RANDOM D/S, PE-BASIC, DOT DMV -	628.50
			3477681		RANDOM NIDA D/S COLLECTION - A.SM	45.00
			3479401		RANDOM BAT,DOT DMV - A.JACKSON,	246.00
					Total :	919.50
153443	3/26/2019	104692 ULINE	106301692		BUS SHOP SUPPLIES	327.04
					Total :	327.04
153444	3/26/2019	121010 UNITED RENTALS	166330793		RENTAL - BIT, CORE 2"	140.71
					Total :	140.71
153445	3/26/2019	119825 UNITED ROTARY BRUSH CORP.	308026		PW SWEEPER SUPPLIES	1,942.22
					Total :	1,942.22
153446	3/26/2019	121407 UPS	914073089		SHIPPING SERVICE CHARGES	13.65
					Total :	13.65
153447	3/26/2019	105549 VALDEZ, MATILDE	FEBRUARY 2019		CHILD CARE PROVIDER	6,840.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153447	3/26/2019	105549 105549 VALDEZ, MATILDE	(Continued)		Total :	6,840.00
153448	3/26/2019	122050 VERIZON WIRELESS	9823938767		PW CELL PHONE SERVICE	844.51
			9824413151		BUS CELL PHONE SERVICE	1,189.53
			9824550350		REC CELL PHONE SERVICE	274.14
					Total :	2,308.18
153449	3/26/2019	110357 VIERA, TATIANA	6		INTERN SERVICES - MARCH 2019	150.00
					Total :	150.00
153450	3/26/2019	105259 VINI'S PARTY RENTALS	25672		RENTAL - GRIDDLE & PANCAKE PROP/	270.00
			26349		BLACK HISTORY MONTH - SUPPLIES R	525.00
					Total :	795.00
153451	3/26/2019	109685 WALKER, DIETRA	MARCH 2019		MATH/READING INSTRUCTOR	512.00
					Total :	512.00
153452	3/26/2019	101195 WASTE RESOURCES GARDENA	032019		WASTE COLLECTION	230,699.63
					Total :	230,699.63
153453	3/26/2019	109523 WATTS, FRAZIER	021919		PURCHASE REIMBURSEMENT	80.00
			022519		MEDICAL REIMBURSEMENT	800.00
					Total :	880.00
153454	3/26/2019	100107 WAYNE ELECTRIC CO.	189648		GTRANS AUTO PARTS	470.85
					Total :	470.85
153455	3/26/2019	104898 WEARY, CAROLYN	02/01-02/15/19		SPORTS OFFICIAL	175.00
			03/01-03/15/19		SPORTS OFFICIAL	500.00
					Total :	675.00
153456	3/26/2019	110509 WEINREB LAW GROUP	3441		LEGAL SERVICES - GARDENA V. TECS	1,422.90
					Total :	1,422.90
153457	3/26/2019	123154 WEST COAST ARBORISTS, INC.	144740	024-00516	TREE TRIMMING SERVICES FY 2019	27,451.00
					Total :	27,451.00
153458	3/26/2019	110370 WESTERN COLLISION CENTER, INC	255	035-00883	2014 FORD EXPL #1442350 REPAIRS	3,487.71

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153458	3/26/2019	110370 WESTERN COLLISION CENTER, INC	(Continued)			
			256	035-00883	2015 FORD EXPL #1462840 REPAIRS	1,199.23
			257	035-00883	2015 FORD EXPL #1462841 REPAIRS	1,944.04
					Total :	6,630.98
153459	3/26/2019	125001 YAMADA COMPANY, INC.	77177		PARK MAINT SUPPLIES	481.79
			77186		PARK MAINT SUPPLIES	53.82
			77195		PARK MAINT SUPPLIES	94.43
			77203		PARK MAINT SUPPLIES	1,096.04
			77210		PARK MAINT SUPPLIES	85.42
			77213		PARK MAINT SUPPLIES	1,311.50
					Total :	3,123.00
153460	3/26/2019	103601 YINCOM	6370		COMPUTER REPLACEMENT PARTS	53.60
			6376		GTRANS COMPUTER PARTS	377.78
			6380		CH LOBBY COMPUTER PARTS	148.32
					Total :	579.70
153461	3/26/2019	110479 YVONNE GRIER, (CLIENT TRUST ACCOUNT)	16-09PD		SETTLEMENT - Y. GRIER V. GARDENA	4,500.00
					Total :	4,500.00
153462	3/26/2019	107173 ZAMUDIO, JOSE	03/31-04/11		TRAFFIC COLLISION RECONSTRUCTIC	500.00
					Total :	500.00
153463	3/26/2019	126122 ZEP SALES & SERVICE	9004063194		BUS SHOP SUPPLIES	941.81
					Total :	941.81
238	Vouchers for bank code : usb				Bank total :	3,581,384.61
238	Vouchers in this report				Total vouchers :	3,581,384.61

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

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

By: _____
Accounting/Finance Manager

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

Mayor

Date

Councilmember

Date

Councilmember

Date

Acknowledged:

Councilmember

Date

Councilmember

Date

Voucher List

CITY OF GARDENA

vchlist

03/21/2019

4:14:04PM

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 24 inclusive of the check register are accurate and funds are available for payment thereof.

By: 

Accounting/Finance Manager

This is to certify that the claims or demands covered by checks listed on pages 1 to 24 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

Mayor

3/26/19
Date

Councilmember

Date

Councilmember

Date

Acknowledged:

Councilmember

Date

Councilmember

Date



CITY of GARDENA

5. D. (1)
CITY MANAGER
Report No. P-2019-06
Date: March 26, 2019

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

1. Report the Retirement of the following individuals:
 - a. Street Maintenance Superintendent, **MICHAEL DURAN**, of the Public Works Division of the General Services Department effective March 31, 2019. Mr. Duran has been with the City for thirty-two years.
 - b. Equipment Utility Worker I, **DARRELL COUNTEE**, of the Transportation Department effective March 31, 2019. Mr. Countee has been with the City for twenty-two years.
2. Report the Appointment of **STEPHANIE GONZALEZ** to the position of Family Child Care Education Coordinator, Schedule 53 (\$5,550-\$7,083/month), with the Recreation and Human Services Department effective March 11, 2019.
3. Report the Promotion of the following individuals:
 - a. **KEVIN CHOI** to the position of Police Officer, Schedule 201 (\$6,515-\$8,315/month), with the Police Department effective March 7, 2019.
 - b. **CARLOS GUTIERREZ** to the position of Police Officer, Schedule 201 ((\$6,515-\$8,315/month), with the Police Department effective March 7, 2019.
 - c. **BENJAMIN KIM** to the position of Police Officer, Schedule 201 ((\$6,515-\$8,315/month), with the Police Department effective March 7, 2019.
 - d. **GICELLE RAMIREZ** to the position of Police Officer Trainee, Schedule 200 (\$5,538/month), with the Police Department effective March 16, 2019.
 - e. **DAVID KIRKWOOD** to the position of Public Works Lead, Schedule 53 (\$5,550-\$7,083/month), with the Public Works Division of the General Services Department effective March 24, 2019.
4. Report that Transit Administration Manager, **JOSEPH LOH**, is on Paid Administrative Leave effective March 21, 2019.
5. Report that Community Services Counselor, **JACLYN COPPA**, was returned to duty following FMLA/CFRA leave effective February 11, 2019.
6. Report the active recruitment for the Open/Competitive position of Transit Systems Analyst (Transportation Department). This recruitment is scheduled to close on March 28, 2019.
7. Report the active recruitment for the Open/Competitive position of Transit Maintenance Manager (Transportation Department). This recruitment is scheduled to close on March 28, 2019.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Edward Medrano", with a stylized flourish at the end.

EDWARD MEDRANO
City Manager/Human Resources Officer

cc: City Attorney
City Clerk
Human Resources
Payroll



City of Gardena
City Council Meeting

Agenda Item No. 5. D. (2)

Department: CONSENT
CALENDAR

AGENDA REPORT SUMMARY

Meeting Date: 03/26/2019

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVE PAYMENT IN THE AMOUNT OF \$33,000 TO THE CALIFORNIA CITIES FOR SELF-RELIANCE FOR A SPECIAL ASSESSMENT APPROVED BY THE JOINT POWERS AUTHORITY

COUNCIL ACTION REQUIRED:

- Approve Payment

Action Taken

STAFF SUMMARY:

Staff respectfully recommends that the City Council approve payment of \$33,000 for a Special Assessment that was approved by the Joint Powers Authority (Authority).

On October 09, 2018, City Council adopted Resolution No. 6348 which approved an addendum agreement to the California Cities for Self-Reliance Joint Powers Authority Agreement and admitted the City of Gardena as a trade member.

The Authority is composed of Los Angeles County card club cities whose interest is to seek out and preserve opportunities for revenues from the California gaming economy. The JPA is now comprised of the following cities: City of Bell Gardens, City of Commerce, City of Compton, City of Cudahy, City of Hawaiian Gardens, City of Inglewood, and City of Gardena.

At a March 13, 2019 Special Board meeting, the board unanimously approved a special assessment of \$33,000 from each member city to fund public relations and lobbying services.

FINANCIAL IMPACT/COST:

\$33,000 General Fund

ATTACHMENT:

- 1) Invoice Number 192
- 2) Minutes of the JPA's 3/13/19 Special Board Meeting

Submitted by: Edward Medrano, Edward Medrano, City Manager

Date: 3/21/19

MAKE ALL CHECKS PAYABLE TO:
California Cities for Self-Reliance
Attn: Steve Klotzsche
21815 Pioneer Blvd.
Hawaiian Gardens, CA 90716
THANK YOU



**CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY
SPECIAL BOARD MEETING**

**CITY OF COMMERCE, CITY HALL,
2535 COMMERCE WAY,
COMMERCE, CALIFORNIA, 90040**

WEDNESDAY, MARCH 13, 2019

10:10 AM

MINUTES

ROLL CALL

Board Members Present:

Jennifer Rodriguez, Member – *Bell Gardens*
Hugo Argumedo, Chairman – *Commerce*
Aja Brown, Member – *Compton*
Tasha Cerda, Treasurer – *Gardena*
Jesse Alvarado, Member – *Hawaiian Gardens*
Ralph Franklin, Secretary – *Inglewood*

PUBLIC PARTICIPATION

None

PUBLIC ATTENDING MEETING

Bell Gardens Interim City Manager Chris Daste; Commerce City Administrator Edgar Cisneros; Compton Assistant City Manager Mily Huntley; Gardena City Manager Ed Medrano; Hawaiian Gardens City Manager Ernie Hernandez; Hawaiian Gardens Mayor Myra Maravilla; Inglewood City Manager Artie Fields; Inglewood Deputy to the City Manager Harjinder Singh;

CONSENT CALENDAR

1. Minutes February 20, 2019 - Regular Meeting

Board Member Ralph Franklin made a motion to approve the Consent Calendar. The motion was seconded by Board Member Aja Brown. The motion was approved on a 6-0 vote.

NEW BUSINESS

2. Approval of Contract for Public Relations Services

Board Member Ralph Franklin made a motion to approve the contract between the JPA and Reilly Consulting. The motion was seconded by Board Member Aja Brown. The motion was approved on a 6-0 vote.

3. Ratification of Contract for Lobbying Services

Board Member Ralph Franklin made a motion to approve the ratification of the contract with the JPA and Aprea and Micheli. The motion was seconded by Board Member Aja Brown. The motion was approved on a 6-0 vote.

4. Lobby Day

Board Members Aja Brown and Tasha Cerda said they will participate in a Lobby Day at the State Capitol in Sacramento. Board Member Jennifer Rodriguez said she would check her schedule and will let the executive Director know if she can attend the Lobby Day.

Board Member Ralph Franklin made a motion to have the JPA's General Counsel Mr. Jimmy Gutierrez draft and submit a public records request to the Bureau of Gambling Control and the California Gambling Control Commission for a copy of any and all complaints and correspondence on California Blackjack and rotation. The motion was seconded by Board Member Tasha Cerda. The motion was approved on a 6-0 vote.

5. Special Assessment for Consultant and Legal Services

Board Member Ralph Franklin made a motion to implement a special assessment of \$33,000 from each member city for public relations services and lobbying services. The motion was seconded by Board Member Aja Brown. The motion was approved on a 6-0 vote.

CHAIRMAN AND BOARD MEMBER REPORTS

This is the time and place for the Chairman and Board Members to report on any other items of interest. Upon request by an individual Board Member, the Authority may choose to take action on any of the subject matters listed below.

Member Rodriguez (Bell Gardens)

Chairman Argumedo (Commerce)

Member Galvan (Compton)

Vice Chairman Garcia (Cudahy)

Treasurer Cerda (Gardena)

Member Alvarado (Hawaiian Gardens)

Secretary Franklin (Inglewood)

ADJOURN

The next regular meeting of the California Cities for Self-Reliance Joint Powers Authority will be held at 10:00 am, on Wednesday, March 20, 2019, in the City of Commerce City Hall, 2535 Commerce Way, Commerce, California, 90040.

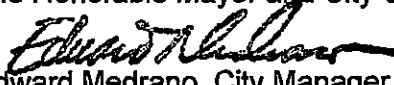
Hugo Argumedo, Chairman

ATTEST:

Ralph Franklin, Secretary



MEMORANDUM
OFFICE of the CITY MANAGER

TO: The Honorable Mayor and City Council **DATE:** March 22, 2019
FROM: 
Edward Medrano, City Manager **REF:** 19-068
SUBJ: 03/26/2019 Council Meeting **CC:**
Continuance of Agenda Item 5.D.(3)
ORDINANCE NO. 1803

ORDINANCE NO. 1803, Approving Zone Change #2-18 changing the zoning of a 3.9 gross acre site at 14031 South Vermont Avenue, 1101 West 141st Street, and 1017 West 141st Street to Medium-Density Residential (R-3) (*Introduced by Council Member Henderson*)

Staff respectfully recommends that the City Council continue the subject Agenda Item to the April 9, 2019, Council Meeting.

Continuation is necessary because the public notice that was scheduled to be published in the March 21, 2019. edition of the *Gardena Valley News (GVN)* was overlooked by GVN staff. Therefore, Ordinance No. 1803 regarding the Zone Change has not been properly noticed.

The public notice for the subject agenda item will be published in the March 28, 2019, edition of the *Gardena Valley News*.



City of Gardena

City Council Meeting

Agenda Item No.: 5. D. (4)
Department: CONSENT
CALENDAR
Meeting Date: 03/26/2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: *APPROVE CARNIVAL CONTRACT WITH HELM AND SONS
AMUSEMENTS, INC. FOR CARNIVAL AT MAS FUKAI PARK
ON APRIL 19, 20, 21, 2019*

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Approve Carnival Contract with Helm and Sons Amusements, Inc.	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>Staff respectfully recommends that Council approve the attached Carnival Contract with Helm and Sons Amusements, Inc. The carnival will be held at Mas Fukai Park on April 19, 20, 21, 2019.</p> <p>Helm and Sons Amusements, Inc. specializes in providing amusement parks to entities throughout the Los Angeles Area. There are other select companies that provide amusement park services, but they declined interest in submitting proposals, as each amusement park company covers specific territory and they are all committed to working together respectful of the preconceived boundaries.</p> <p>Helm and Sons Amusements, Inc. is committed to safety and provides a park manager certified by the National Association of Amusement Ride Safety Officials (NAARSO) to inspect the equipment.</p> <p>The City of Gardena Recreation Division has been using carnivals as a fundraiser since 1987 and has previously sponsored them along with the Gardena Youth Sports Advisory Board, which has recently disbanded. The City of Gardena will be the beneficiary of funds earned, according to the contract specifications. This carnival serves as a fundraiser for sports and recreation programs providing funding for equipment, field maintenance projects, banquets, and other activities as funds allow.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
<p>Expense/Funding Source: There is No Impact to the General Fund.</p> <p>Anticipated Revenue: Based upon Attendance and Participant Spending.</p>	
<u>ATTACHMENT:</u>	
Contract with Helm and Sons Amusements, Inc.	
<p>Submitted by <u>Nikki Sweeney</u>, Nikki Sweeney, Recreation Program Administrator Date <u>3/21/19</u> Signature</p> <p>Concurred by <u>Edward Medrano</u>, Edward Medrano, City Manager Date <u>3/21/19</u> Signature</p>	

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, at Gardena, Los Angeles County, California, by and between the City of Gardena, a municipal corporation of the State of California ("City") and Helm and Sons Amusements, Inc., 480 Agua Mansa, Colton, CA 92324, a corporation authorized to do business in the State of California ("Vendor"). Based on the mutual covenants and agreements set forth herein, the Parties hereto agree as follows:

1. RECITALS

A. The City desires to host a Spring Celebration with Carnival Festivities (the "Carnival") at Mas Fukai Park, 15800 S. Brighton Avenue, on **Friday April 19 through Sunday, April 21, 2019.**

B. The operating hours shall be as follows:

**Friday, April 19, 5PM – 11PM,
Saturday, April 20, 2PM -11PM
Sunday, April 21, 2PM – 10PM**

C. The City desires to have entertainment and refreshments available at said Carnivals, including the availability of rides as defined herein.

D. Vendor represents that it is able and qualified to provide such entertainment and refreshments and the City desires to contract with Vendor for the same.

2. RIDES TO BE PROVIDED BY VENDOR:

Vendor shall provide a minimum of 5 Spectacular rides, and a minimum of 15 Major and Kiddie rides at each Carnival. City will make the selection of rides from a list of available rides before Carnival set-up begins. Total of 15 to 18 rides. Additional rides shall be provided if the City so desires. The precise number of rides will be dependent upon what the park grounds area will safely accommodate. If the grounds will accommodate less than 18 rides, then the City of Gardena will choose which rides to be provided.

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

3. TICKET SALES

A. Vendor shall supply the tickets to be sold.

B. Vendor shall supply a minimum of two air-conditioned ticket booths from which tickets are to be sold during Carnival operating hours.

City shall have the option of selling ride tickets at the Carnival or allowing Vendor to sell the tickets. In either case, Vendor will not receive compensation for selling the tickets unless a separate written agreement is entered into between the parties.

C. All tickets sold on the Carnival grounds on **April 19, 20 and 21, 2019** will be offered as follows.

a). **“Pre-Sale Wristbands” (PSW)**: This special wristband shall cost \$25.00. The wristband will allow one to ride any ride by showing the wristband at a ride entrance. Vendor shall supply the wristbands. (at the discretion of City). PSW tickets will be sold at the City of Gardena Recreation Division Office. Last day to purchase tickets from the Recreation Division office will be Thursday, April 18, 2019.

b). **Traditional Individual Tickets** shall also be available and priced as follows. Tickets will be offered at \$. 50 per ticket and rides will require 6 to 12 tickets per ride, rate set by the vendor.

4. GAMES.

Vendor shall provide and operate 15 to 18 Carnival games.

5. REFRESHMENTS.

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

6. ADVERTISEMENT.

Vendor shall be responsible for promotion of the Carnival.

A. Vendor shall supply one-hundred (100) posters in a reasonable time, prior to each event, for each Carnival at no cost to the City. The City may request, and Vendor shall supply, additional posters at the time of the initial delivery. The posters shall be approximately sixteen inches (16”) by twenty-four (24”) in size.

7. **ELECTRICITY.** Vendor agrees to supply a generator trailer to power the rides, food and game booths located on the Carnival grounds during Carnival hours. This power will provide electrical outlets for food preparation units and lights to each booth. Vendor will be responsible for connecting game and food booth lights, and food booths will be responsible for connecting their particular electrical cooking utensils to the provided electrical outlets.

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

City shall receive Thirty Percent (30%) of the gross ticket sales received by Vendor for such rides.
 - B. FOR THE GAMES:

CITY shall receive a fee of one hundred dollars (\$100.00) compensation for games supplied.
 - C. FOR THE REFRESHMENTS:

CITY will receive a fee of two hundred dollars (\$200.00) compensation for refreshment booths supplied.

- D. Vendor shall make payment in the form of a check to the CITY of Gardena no later than midnight Sunday, April 21, 2019, following the close of the Carnival.
- E. Vendor will submit a financial report including revenue and expense detail for the carnival. Each report shall be either mailed or delivered to the Recreation and Human Services Department within 7 days of the close of the carnival.

13. INSURANCE REQUIREMENTS

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

- D. **POLICY REQUIREMENTS.** The policies set forth shall comply with the following, as evidenced by the policies or endorsements to the policies:
- 1) The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.
 - 2) The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested of any cancellation, non-renewal or material change in coverage.
 - 3) For any claims with respect to the Services covered by this Agreement, Vendor insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents, and volunteers shall be excess of Vendor insurance and shall not contribute with it.
- E. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE** - A policy, which meets all statutory, benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted doing business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.
- F. **ADDITIONAL REQUIREMENTS.** The procuring of such required policies of insurance shall not be construed to limit Vendor's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Vendor in writing of changes in the insurance requirements. If Vendor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within thirty (30) days of receipt of such notice, Vendor shall be deemed in default hereunder.
- G. **DEDUCTIBLES.** Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retention with respect to City, its officers, employees, agents and volunteers, (with additional premium, if any to be paid by Vendor) or Vendor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

- H. VERIFICATION OF COMPLIANCE. Vendor shall furnish City and Recreation and Human Services Department office with original policies or certificates and endorsements effecting coverage required by the Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by the Agreement, Vendor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Vendor shall provide full copies of any requested policies to City within three (3) days of such request by City.
- I. TERMINATION FOR LACK OF REQUIRED COVERAGE. If Vendor, for any reason fails to have in place, 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 Vendor's expense and/or terminate this Agreement.
14. INDEMNIFICATION. Vendor shall defend, indemnify and hold harmless City, its officers, agents, employees, and volunteers from any and all claims, liabilities, expenses or consequential damages of any nature, including attorney's fees arising out of, or in any way connected with performance of this Agreement by Vendor, Vendor agents, employees, subcontractors, or independent contractors hired by Vendor. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor.
15. RESTORATION OF PREMISES. Upon completion of the Carnival beginning on Monday, **April 22, 2019**, Vendor shall restore park facilities to the condition they were in prior to installing entertainment and refreshment facilities. Failure to properly restore the park facilities after the Carnival shall constitute cause for denying any future contracts with vendor.
16. INDEPENDENT CONTRACTOR. Vendor is and shall at all times remain as to the City a wholly independent contractor. Neither the city nor any of its officers, employees, agents or volunteers shall have control over the conduct of Vendor or any of its officers, employees or agents.
17. SECURITY DEPOSIT. Vendor shall post a refundable \$1,000 cash or check deposit with the City. This security deposit shall cover any damage, which may occur to the facility at Mas Fukai Park that is related to the Carnival, including costs incurred due to a failure of Vendor to restore the premises in accordance with Section 15, above. Should the City need to draw upon the deposit after said Carnival, Vendor shall restore the amount

of the deposit to \$1,000 or whichever is greater.

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

CITY: City of Gardena
Edward Medrano, City Manager
1700 West 162nd Street
Gardena, California 90247

CARNIVAL: Helm and Sons Amusements, Inc.
Ron Waldman
480 Agua Mansa
Colton, CA 92324

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

22. WAIVER OR BREACH. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether 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.
23. COMPLIANCE WITH LAWS. Vendor shall comply with all applicable laws, ordinances, codes, and regulations, of the federal, state, and local government.

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

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

CITY

MAYOR OF THE CITY OF GARDENA

ATTEST _____
City Clerk

APPROVED AS TO FORM:

BY:



City Attorney

VENDOR:

BY:

HELM and SONS AMUSEMENTS, INC.

TITLE: _____



City of Gardena
City Council Meeting

Agenda Item No. 8. B. (1)

Department: COMMUNITY
DEVELOPMENT

Meeting Date: 03/26/2019

Resolution No. 6368

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6368, CONFIRMING THE FINDINGS OF THE 2018 ANNUAL HOUSING ELEMENT PROGRESS REPORT

COUNCIL ACTION REQUIRED:

Action Taken

- Adopt Resolution No. 6368

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council adopt Resolution No. 6368, confirming the findings of the 2018 Annual Housing Element Progress Report.

The Annual Housing Element Progress Report is an annual document required by the State of California Office of Housing and Community Development (HCD). The 2018 Annual Housing Report is due by April 2019.

The 2018 Annual Housing Element Progress Report requires City Council consideration prior to its formal submittal to HCD.

FINANCIAL IMPACT/COST:

None

ATTACHMENTS:

- Agenda Staff Report
- Resolution No. 6368
Attachment A – 2018 Annual Housing Element Progress Report

Submitted by: _____

Raymond Barragan
Community Development, Manager

Date: _____

21 March 2019

Concurred by: _____

Edward Medrano, City Manager

Date: _____

3/21/19

CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item No.	8. B. (1)
Department:	COMMUNITY DEVELOPMENT
Meeting Date:	03/26/2019
Resolution No.:	6368

AGENDA TITLE:

RESOLUTION NO. 6368, CONFIRMING THE FINDINGS OF THE 2018 ANNUAL HOUSING ELEMENT PROGRESS REPORT

RECOMMENDATION:

Staff respectfully recommends that the City Council adopt Resolution No. 6368, confirming the findings of the 2018 Annual Housing Element Progress Report, respectively.

BACKGROUND AND SUMMARY

The State of California Office of Housing and Community Development requires annual updates on the implementation status of a jurisdiction's housing element. The state requests information related to the number of new housing units built in order to meet state-mandated Regional Housing Needs Allocation (RHNA) numbers and the number of existing units that were rehabilitated through grant funding. The City of Gardena Community Development Department prepared the 2018 Annual Updates for City Council Review. Once the City Council confirms staff's findings, the report will be sent to Sacramento in order to comply with State Law.

ANALYSIS

The City has made acceptable headway in meeting State mandated Regional Housing Needs Allocation (RHNA) goals over the past years. The report includes summary tables highlighting the City's performance in the areas of housing production and affordability, as well as its progress on key goals such as housing assistance.

2018 RHNA

In the 2018 calendar year, the City permitted 124 above moderate-income units throughout the City and has already surpassed the allocation requirements for RHNA in this category. The City was not able to procure any moderate, very low, or low-income housing units in the 2018 calendar year. Moderate income RHNA allocation remains at 12; very low and low income allocations remain at 98 and 60 units for current Planning Phase, respectively. However, with new housing state laws that have come into effective as of this year there could be more opportunity for more affordable housing development within Gardena.

The City was able to assist numerous homeowners in the 2018 calendar year with rehabilitation programs. Programs such as the Handy-worker Fix Up, Residential Rebate, Owner-Occupied Rehabilitation Program, and Multifamily Rehabilitation Code Correction Program assisted in the modification of 48 total units. Of these 48 units, 20 were considered extremely low income, 17 were considered very low income, and 11 were considered low income.

CONCLUSION

The Current Planning Phase ends in 2021. The goal of HCD is for each jurisdiction in California to have achieved all RHNA numbers by this date. Any RHNA numbers not addressed in the current Planning Phase may be rolled over into the next Planning Phase (2021-2028).

IN CONCLUSION, Staff respectfully recommends that the City Council confirm the findings of the 2018 Annual Housing Element Progress Report.



Raymond Barragan, Community Development Manager

Date: 5/21/19

Attachments

- Resolution No. 6368
Attachment A – 2018 Annual Housing Element Progress Report

RESOLUTION NO. 6368

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, MAKING FINDINGS AND APPROVING THE 2018 ANNUAL PROGRESS REPORTS ON IMPLEMENTATION OF THE HOUSING ELEMENT FOR THE CITY OF GARDENA

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

SECTION 1. RECITALS. The City Council hereby finds:

WHEREAS, in October of 2013, the Gardena City Council adopted the 2014-2021 Housing Element, and

WHEREAS, the City of Gardena is required by the California Government Code 65400 (a) (2) to prepare an annual report on the Housing Element's implementation programs using the form provided by the California Department of Housing and Community Development (HCD) known as the Annual Housing Element Progress Report; and

WHEREAS, the Gardena City Council is required by the California Government Code 65400 (a) (2) to consider the Annual Housing Element Progress Report at a public meeting; and

WHEREAS, the City is required to provide housing opportunities for all income groups. HCD reviews the Housing Element portion of the General Plan, and requires an Annual Progress Report on the Implementation of the Housing Element

NOW, THEREFORE, ON THE BASIS OF THE ABOVE FINDINGS OF FACT AND THE ENTIRE RECORD, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, MAKES THE FOLLOWING ADDITIONAL FINDINGS IN SUPPORT OF THE APPROVALS:

i. The City completed the 2018 Annual Progress Report (Attachment A), that outline the progress the City made on the goals and policies outlined in the Housing Element.

ii. The City shall strive to meet the State Department of Housing and Community Development Department (HCD) requirements to ensure the City is providing adequate housing types for all income groups.

iii. Compliance with HCD requirements will provide for orderly, well-balanced growth within the City.

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 March, 2019.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


PETER L. WALLIN, City Attorney

Attachment A – 2018 Annual Progress Report

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Gardena	
Reporting Year	2018	(Jan. 1 - Dec. 31)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	98	0	0	0	0	0	0	0	0	0	0	98
	Non-Deed Restricted		0	0	0	0	0	0	0	0	0		
Low	Deed Restricted	60	0	0	0	0	0	0	0	0	0	0	60
	Non-Deed Restricted		0	0	0	0	0	0	0	0	0		
Moderate Above Moderate	Deed Restricted	66	0	0	0	0	0	0	0	0	0	54	12
	Non-Deed Restricted		0	6	14	28	6	0	0	0	0		
Total RHNA		397	0	27	56	102	50	124	0	0	0	359	170
Total Units			0	27	56	102	50	124	0	0	0	359	170

Note: units serving extremely low-income households are included in the very low-income permitted units totals
 Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title
25 §6202)

Jurisdiction	Gardena	
Reporting Year	2018	(Jan. 1 - Dec. 31)

Note: + Optional field
Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement & Building											
1					2	3	4			5	6	7						
Prior APN*	Current APN	Street Address	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MU)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	# of Units Issued Building Permits	
Summary Row: Start Data Entry Below						0	0	88		88	0	0	0	0	0	124	124	
6111012019	6111011025	16810 Grace Lane		SFD	O					0						1	1	
6111012019	6111011038	1358 Asher Court		SFD	O					0						1	1	
6111012019	6111011026	16814 Grace Lane		SFD	O					0						1	1	
6111012019	6111011037	1354 Asher Court		SFD	O					0						1	1	
6111012019	6111011024	16806 Grace Lane		SFD	O					0						1	1	
6111012019	6111011036	1350 Asher Court		SFD	O					0						1	1	
6111012019	6111011027	16818 Grace Lane		SFD	O					0						1	1	
6111012019	6111011035	1345 Asher Court		SFD	O					0						1	1	
6111012019	6111011034	1345 Asher Court		SFD	O					0						1	1	
6111012019	6111011044	16819 Grace Lane		SFD	O					0						1	1	
6111012019	6111011033	1349 Asher Court		SFD	O					0						1	1	
6111012019	6111011028	16822 Grace Lane		SFD	O					0						1	1	
6111012019	6111011032	1353 Asher Court		SFD	O					0						1	1	
6111012019	6111011043	16823 Grace Lane		SFD	O					0						1	1	
6111012019	6111011029	16826 Grace Lane		SFD	O					0						1	1	
6111012019	6111011042	16827 Grace Lane		SFD	O					0						1	1	
6111012019	6111011030	16830 Grace Lane		SFD	O					0						1	1	
6111012019	6111011041	16831 Grace Lane		SFD	O					0						1	1	
6111012019	6111011031	16834 Grace Lane		SFD	O					0						1	1	
6111012019	6111011040	16835 Grace Lane		SFD	O					0						1	1	
6111012019	6111011039	16839 Grace Lane		SFD	O					0						1	1	
	6106007012	312-322 Bridgewater Way		SFA	O					0						46	46	
	4064003036	14321 Van Ness Ave		SFA	O					0						40	40	
	6114003021	1321 W. 146th Street #B		ADU	R					0						1	1	
	6103025028	14913 S. Kingsley Drive		ADU	R					0						1	1	

	6115028012	13424 S. New Hampshire Ave #B		ADU	R					0						1	1
	6103003025	1724 W.144th Street		ADU	R					0						1	1
	6103007036	15309 S. Normandie Ave		SFA	R					0						1	1
	4063015003	15625 Ruthelen Street		ADU	R					0						1	1
	4063001013	15210 Van Ness Ave #B		ADU	R					0						1	1
	6103006010	1510 W. 152nd Street #B		ADU	R					0						1	1
	4064011033	14603 Dublin Ave		ADU	R					0						1	1
	6106004014	16930 S. Hobart Blvd. #B		ADU	R					0						1	1
	4064018022	15053 Marigold Ave		ADU	R					0						1	1
	4063005048	1905 W 152nd Street #B		ADU	R					0						1	1
	4066024019	16509 Manhattan Place		SFD	R					0						1	1
	6103007036	15309 S. Normandie Ave Unit B & C		2 to 4	R					0						2	2
	4069023015	2508 W. 157th Street #B		ADU	R					0						1	1
	6113022017	1129 W. 163rd Street		SFD	R					0						1	1
	6102018017	13919 S. Normandie		5+	R			20	4/24/2018	20							0
	6106027028	16819 S. Normandie Ave		5+	R			63	9/11/2018	63							0
	6103022091	1715 W. 149th Street		SFA	O			5	7/3/2018	5							0

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction	Gardena	
Reporting Year	2018	(Jan. 1 - Dec. 31)

Note: + Optional field
Cells in grey contain auto-calculation formulas

Table A																			
Housing Development Applications Submitted																			
Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes
1					2	3	4	5							6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*
Summary Row: Start Data Entry Below								0	0	0	0	0	0	1	1	1	0	0	
	4063013017	15621 Gramercy Place		50018-0928	ADU	R	9/7/2018							1	1	1			
															0		0		
															0		0		
															0		0		
															0		0		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Gardena
Reporting Year	2018 (Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1. Housing Rehabilitation Program	1) Housing Rehabilitation Program a) Handyworker Fix-Up Program b) Residential Rebate 2) Multi-Family Rehabilitation and Code Correction Program (MFRCCP) 3) Owner -Occupied Rehabilitation Program (OORP)	2014-2021	1a)Handyworker Fix-Up Program-22 households were assisted during 2018 reporting year 1b) Residential Rebate- four households were assisted in 2018; out of both programs two were extremely low income; and two were very low income households. 2) MFRCCP - In 2018 22 households were assisted; 1 was extremely low income; 12 were very low income; 9 were low income 3. OORP -No households were assisted through this program in 2018
2. Section 8 Rental Assistance	Continue to provide updated information on the Section 8 program through the City's website and making it available at the City's CDC counter.	2014-2021	Ongoing and to Be Completed
3. Preservation of At-Risk Units	Continue to monitor and gauge at-risk units' activities.	2014-2021	Ongoing and to Be Completed
4. Senior Housing Development	Support applications for federal and state funding for quality senior developments by providing the information on the City's website and making it available at the City's CDD counter.	2014-2021	Completed
5. Homeownership Program	a) Continue to provide information on financing funds available through ICLFA. b) Mail information packages to local financial institutions and facilitate workshops on an	2014-2021	a) Ongoing to be completed b) Ongoing to be completed
6. Specific Plans	Determine the feasibility of specific plan sites along Rosecrans Avenue.	2014-2021	Ongoing to be completed.
7. Gardena Boulevard	Develop 20 new multi-family units along Gardena Blvd	2014-2021	Since 2013 four new multi-family units have been developed on Gardena Boulevard
8. Development of Vacant and Underutilized Residential Sites	a) Use Home funds to partner with for- profit and non-profit developers for construction of new affordable housing on vacant and underutilized properties within the city b) Work with CHDOs to facilitate thedevelopment of new affordable housing units c) Update the vacant land inventory using the City's GIS system	2014-2021	a) Ongoing b) Ongoing . The City will continue to seek opportunities to partner with non- profit affordable housing developers and non-profits c) Ongoing
9. Brownfields Program	a) Market Brownfields Opportunity Sites with information packets b) Continue community outreach through the Brownfields Community Relations Committee (BCRC)	2014-2021	The City of Gardena no longer has an actively funded Brownfields Program however the final objectives have been achieved and are ongoing; a) The City has an active and aggressive marketing program for its Brownfield sites; ongoing marketing of the sites occurs regularly b) The BCRC is no longer active
11. Single Room Occupancy	a) Maintain a list of existing hotels that are candidates for conversion; b) Review SRO conversion applications on an annual basis	2014-2021	a) Ongoing b) Ongoing
12. Transitional and Supportive Housing	Amend the MU zone (Municipal Code Section 18.19) to list transitional housing and supportive housing as permitted uses, in compliance with SB 2.	Within One Year of adoption of Housing Element	Ongoing and In Process
13. Adequate Sites Monitoring	a) Maintain an up-to-date inventory of adequate housing sites for each income category b) Develop and implement a formal ongoing procedure to evaluate and identify additional sites as necessary c)Perform an annual evaluation to determine whether sites are being utilized for residential development and monitor the effectiveness of programs and incentives	2008-2014	1) Ongoing 2) Ongoing 3) Ongoing
14. Opportunity Sites Listing and Outreach	a) Continue to maintain an updated listing of opportunity sites b) Initiate contact with South Bay Board of Realtors about development opportunities involving lot consolidation	Within One Year of adoption of Housing Element	a) Opportunity Sites have been identified and a process for maintaining their visibility is in process b) Implemented

15. Non-Profit Development Department Partnership	Hold at least one workshop annually to discuss the City's plans, development opportunities, resources/assistance and the RFQ Process	Ongoing	Planning and Development Forum was held on November 15, 2018
16. Rent Mediation Board	a) Continue to provide Rent Mediation Assistance b) Continue conducting the annual survey of rental housing units	Ongoing	The City continues to provide the Rent Mediation and Hearing Procedure assistance to renters and property owners and continues to conduct annual surveys of rental units. During 2018, the Rent Mediation Board considered 37 cases of which, 14 were settled; 10 was resolved; 6 were closed or cancelled; and 7 were denied. Rental rate reports are conducted monthly by the Rent Mediation Board-members.
17. Fair Housing Program	Continue contracting with the Fair Housing Foundation (FHF) to assure City residents have equal access to housing	Ongoing	The City continues to provide information of the Fair Housing Foundation on the City's website
18. Rental Assistance	Continue to promote diversity through affirmative marketing of the availability of Section 8 Rental Certificates and the availability of Section 202 units	Ongoing	All of the City's Section 8 rental assistance is administered by the LA County CDC (see Program 2: Section 8 Rental Assistance). Inquiries regarding availability of affordable and senior housing are referred to the CDC and to the management at one of our local senior complexes. The City conducts an annual availability survey and find that the average waiting list of applicants is 150. The Human Services Bureau for the City of Gardena provides assistance with counselling and rental assistance referrals
19. Accessible Housing	Provide rehab loans/grants to income qualified households for access improvements	Within One Year of adoption of Housing Element	The City of Gardena continues to provide funding for access services through its CDBG Handyworker Fix Up Program. Out of the 22 households assisted in 2018, five of these grants provided direct funding for access improvements (See Program 1 under Rehabilitation Assistance).
20. Continuum of Care	Continue to participate in the County's Continuum of Care Program and allocate CDBG monies to fund the City's Emergency Services Program	2014-2021	In addition to our current efforts, the City through its Community Development Department participated in the updated homeless count. The City is also working in partnership with the Los Angeles County CDC, the Los Angeles County Services Authority as well as local nonprofits and volunteer organizations to ensure that resources and temporary housing is available to the Gardena homeless population. The Gardena City Health and Human Services also provides assistance to the homeless and assistance in finding Public Housing. Gardena Police Department assists with providing referrals for Mental Health assistance.
21. Outreach for Persons with Developmental Disabilities	Develop an outreach program providing information on housing options for persons with developmental disabilities through a variety of traditional and electronic media, as well as through face-to-face interaction.	2014-2021	Ongoing
10. Second Unit Ordinance	Continue to provide an information packet on second-unit developments, as well as other affordable housing information, at the CDD counter and on the City's website	2014-2021	Ongoing



City of Gardena

City Council Meeting

Agenda Item No. 8. D. (1)

Department: GENERAL SERVICES

Meeting Date: MARCH 26, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: AWARD CONSTRUCTION CONTRACTS FOR ROWLEY PARK IMPROVEMENTS TOTALING \$85,256.78, JN 870, TO: 1) *VERREX LLC* IN THE AMOUNT OF \$45,822.00 FOR AUDITORIUM AUDIOVISUAL UPGRADE; AND 2) *J-SQUARED GENERAL CONTRACTORS, INC.* IN THE AMOUNT OF \$39,434.78 FOR AUDITORIUM CLASSROOM REMODEL

COUNCIL ACTION REQUIRED:

Award Construction Contracts

Action Taken

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council:

Award construction contracts for Rowley Park Renovation – Auditorium Audiovisual (AV) Upgrade to *Verrex LLC* (\$45,822.00) and Rowley Park Auditorium Classroom Remodel to *J-Squared General Contractors, Inc.* (\$39,434.78) in the aggregate amount of \$85,256.78.

Three (3) informal bids for each contract were solicited without an advertisement per the State Informal Procurement Method. *Verrex LLC* submitted the lowest responsible bid in the amount of \$45,822.00 for AV Upgrade and *J-Squared General Contractors Inc.* submitted the lowest responsible bid in the amount of \$39,434.78 for classroom remodeling.

The following bids were received on March 7, 2019:

AV Upgrade

- | | | |
|----|---|----------------|
| 1) | <i>Verrex LLC</i> – Cypress, CA | \$45,822.00 |
| 2) | <i>Western Audio Visual</i> – Orange, CA | \$72,817.97 |
| 3) | <i>Wired Solutions Inc.</i> – Hawthorne, CA | Non-responsive |

Classroom Remodel

- | | | |
|----|--|----------------|
| 1) | <i>J-Squared General Contractors, Inc.</i> – Santa Ana, CA | \$39,434.78 |
| 2) | <i>Dream Builders Co.</i> – Cerritos, CA | \$47,966.00 |
| 3) | <i>OCC Builders, Inc.</i> – Fountain Valley, CA | Non-responsive |

Verrex LLC is an Audiovisual and Integrated Experience Association (AVIXA) certified company as project specified with verified successful project experience in this field including the Gardena City Council Chambers AV remodel with their sub-contractor MediaCentric Integration. *J-Squared General Contractors, Inc.* is a state-licensed building contractor specializing in design/build service including construction management, engineering and maintenance. The construction of both projects is anticipated to start in early May 2019 with fifteen (15) working days for the classroom remodel and seven (7) working days for the AV upgrade, pending material lead time.

FINANCIAL IMPACT/COST:

Budget Amount: \$85,256.78
Funding Source: Park in-lieu

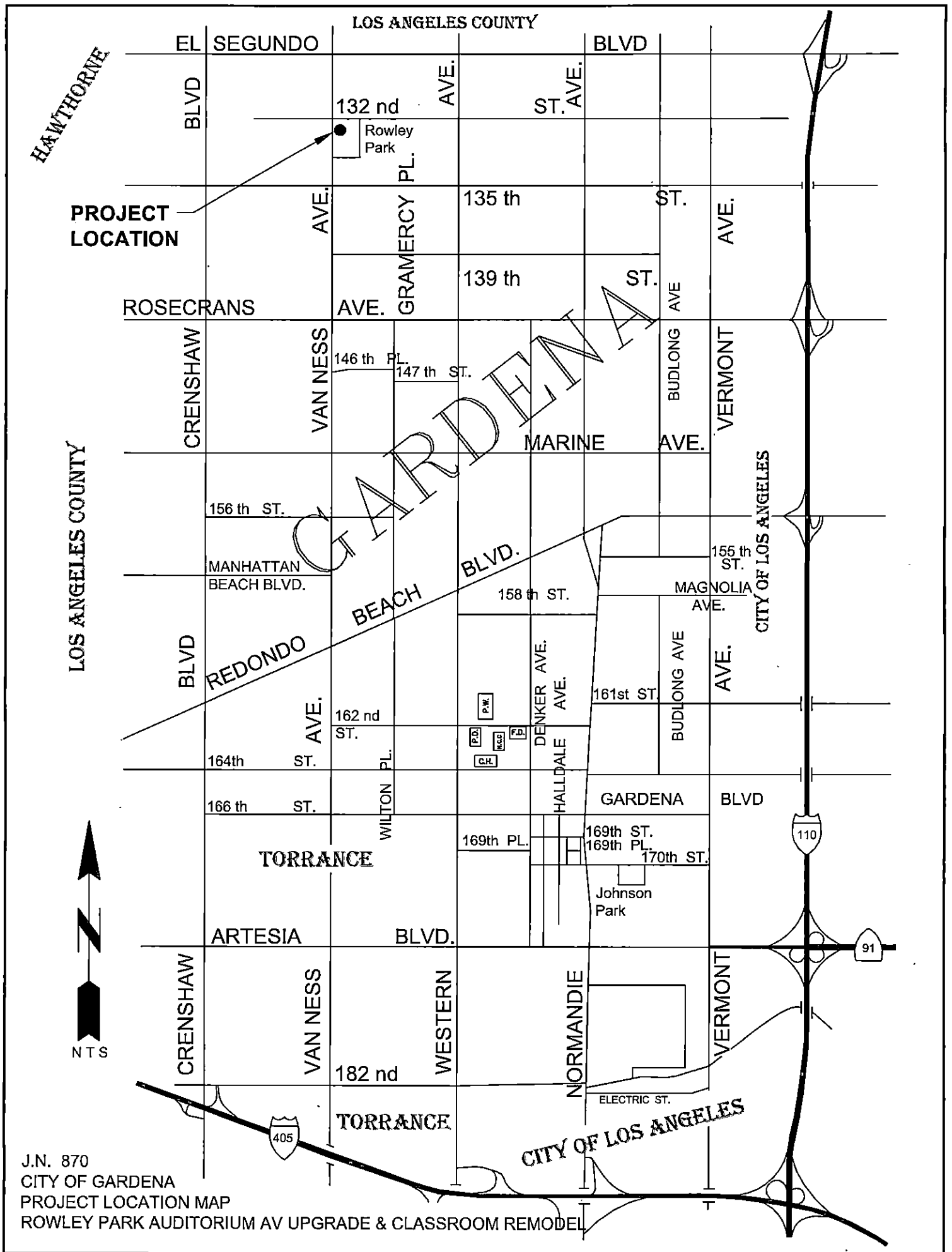
ATTACHMENTS: Project Location Map; Contracts: *Verrex LLC* and *J-Squared General Contractors, Inc.*

Submitted by: Joseph Cruz, Joseph Cruz, General Services Director

Date: 3/21/19

Concurred by: Edward Medrano, Edward Medrano, City Manager

Date: 3/21/19



J.N. 870
CITY OF GARDENA
PROJECT LOCATION MAP
ROWLEY PARK AUDITORIUM AV UPGRADE & CLASSROOM REMODEL



PUBLIC WORKS CONTRACT

FOR

ROWLEY PARK AUDITORIUM CLASSROOM REMODEL

PROJECT NO. JN 870

CONTRACT

THIS CONTRACT is made and entered by and between THE CITY OF GARDENA, a municipal corporation ("City") and **J-Squared General Contractors, Inc.** (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 proposal, plans, and this specification.
- 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 **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 \$ **100.00** 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 **Thirty-Nine Thousand Four Hundred Thirty-Four and 78/100** dollars (**\$39,434.78**).

4. PAYMENTS

- 4.1 If Contractor desires a progress payment, he shall invoice City for the amount of work satisfactorily completed and inspected as of the closure date. The invoice shall be delivered to the City Engineer. All requests for payment shall be accompanied by the appropriate conditional waiver and releases in the form set forth in Civil Code section 3262. A five percent (5%) retention shall be retained on all payments. In the event of any claims, amounts determined by the City Engineer to be adequate to cover such claims shall be withheld from the retention payment until resolution of the claims.

- 4.2 Payment requests that are determined to be improper shall be returned to Contractor with written explanation within 7 days after receipt. The number of days available to make payment without incurring interest shall be reduced by the number of days by which City exceeds the 7-day return requirement.
- 4.3 Within 60 days of the date of completion and acceptance of the Work, City will pay to Contractor the amount remaining after appropriate modifications are made for change orders, liquidated damages, or any other of the provisions of which, by the terms hereof, City is or may be authorized or required to reserve or retain funds. Any moneys withheld beyond the allowable amount or prescribed time will accrue interest at a rate of two percent per month until such time that said moneys are released to Contractor, at which time withheld moneys and accrued interest shall be dispensed. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.
- 4.4 In the event there is any claim specifically excluded by Contractor from the operation of any release, there shall be retained by City an amount not to exceed the amount of the disputed claim. In the event of a dispute after completion of the Project, City may withhold an amount not to exceed 150 percent of the disputed amount.
- 4.5 No claim shall be made or be filed and neither City, nor any of its elected or appointed officers, employees, agents, or volunteers shall be liable, or held to pay any money, except as specifically provided in the Contract. The acceptance by Contractor of the final payment when no securities or certificates of deposit have been deposited in escrow or with City, or his acceptance from the escrow agent or City of the securities or certificates of deposit substituted for the retention, whichever is later, shall operate as, and shall be, a release to City, and its elected and appointed officers, employees, agents, and volunteers, from all claims and liability to Contractor for anything done or furnished for, or relating to, the Project or for any act or neglect of City or of any person relating to or affecting the Project, except claims previously made as provided for and in accordance with the provisions of the General Conditions and pending at the time of acceptance of final payment or of the securities or certificates of deposit, or the claim against City for the remainder, if any there be, of the amounts kept or retained due to unpaid claims.

5. LEGAL REQUIREMENTS

State Requirements

- 5.1 Contractor, its agents and employees shall be bound by and shall comply with all applicable federal, state and local laws regardless of whether enumerated herein.
- 5.2 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows: Any project that was being monitored by the DIR's Compliance Monitoring Unit/Labor Commissioner as of **June 20, 2014**, will continue to be monitored by the Labor Commissioner and the contractors on those projects must continue to furnish certified payroll records to the labor Commissioner until the project is complete. 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>).

For all new projects awarded on or after **April 1, 2015**, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

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.

A. AWARD OF CONTRACT: The following are conditions to the award of the contract:

- (i) for any bid submitted on or after March 1, 2015. 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) for any contract awarded on or after April 1, 2015. 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 new 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.

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 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.

9.7 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.

9.8 Workers' 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."

9.9 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: **J-Squared General Contractors, Inc.**
Dennis Hatch
1780 E. McFadden Ave
Santa Ana, CA 92705

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. 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: _____
MAYOR (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: 3/21/2019

CONTRACT

PROJECT NO. JN 870

FAITHFUL PERFORMANCE BOND

WHEREAS, the City of Gardena has awarded to J-Squared General Contractors, Inc. hereinafter designated as the "Principal", a Contract for:

PROJECT: ROWLEY PARK AUDITORIUM - CLASSROOM REMODEL
 13220 VAN NESS AVENUE, GARDENA, CA 90249

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 Oblige, in the sum Thirty Nine Thousand Four Hundred Thirty Four and 78/100 (\$ 39,434.78), 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.

CONTRACT

PROJECT NO. JN 870

PAYMENT BOND

WHEREAS, the City of Gardena has awarded to J-Squared General Contractors, Inc., as Contractor, a contract for the work described as follows:

PROJECT: ROWLEY PARK AUDITORIUM – CLASSROOM REMODEL
13220 VAN NESS AVENUE, GARDENA, CA 90249

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 Thirty Nine Thousand Four Hundred Thirty Four and 78/100 Dollars (\$39,434.78) 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 _____, 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.

CONTRACT

PROJECT NO. JN 870

WORKERS' 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



City of Gardena

City Council Meeting

Agenda Item No. 8. D. (2)

Department: GENERAL SERVICES

Meeting Date: MARCH 26, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: *AUTHORIZE A PURCHASE ORDER TO VIP RESTROOMS IN THE AMOUNT OF \$47,428.58 TO LEASE TEMPORARY SHOWER & RESTROOM TRAILERS AT PRIMM MEMORIAL POOL, JN 975*

COUNCIL ACTION REQUIRED:

Authorize Purchase Order

Action Taken

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that Council authorize a Purchase Order to VIP Restrooms in the amount of \$47,428.58 for the lease of two trailers providing six (6) showers, five (5) restrooms and one (1) ADA restroom between June 7, 2019 and August 11, 2019 at Primm Memorial Pool. The cost includes daily maintenance service (68 days) to remove waste water from the trailers during the summer swimming program. All twelve rooms will be utilized as changing rooms. The existing restroom and shower facilities will be closed for renovation.

Sanitation pumping service is \$200 per trailer per day as needed. Staff will monitor the waste volume and adjust servicing as needed to reduce costs. In addition, a gravity sewer connection is being studied and will be implemented if feasible eliminating the entire waste pumping cost (\$27,200). The Purchase Order authorization is recommended now to secure the trailers.

Staff solicited thirteen (13) vendors but only two (2) submitted quotes and satisfied our service needs. Many vendors were not able to accommodate showers, a short-term lease (less than 3 months), ADA restroom or did not have portable facilities available.

The following quotes are retained:

- | | | |
|----|------------------------------------|-------------|
| 1) | VIP Restrooms, Sun Valley, CA | \$47,428.58 |
| 2) | United Site Services, El Monte, CA | \$50,522.98 |

VIP Restrooms is a nationwide portable restrooms and sanitation services company. The company is listed on the Portable Sanitation Association International (PSAI) group. The PSAI is recognized internationally as a credible, authoritative voice providing education and information for the portable sanitation industry.

FINANCIAL IMPACT/COST:

Budget Amount: \$47,428.58

Funding Source: Park in-lieu

ATTACHMENTS: Project Location Map; Copy of VIP Restrooms quote

Submitted by: Joseph Cruz, Joseph Cruz, General Services Director

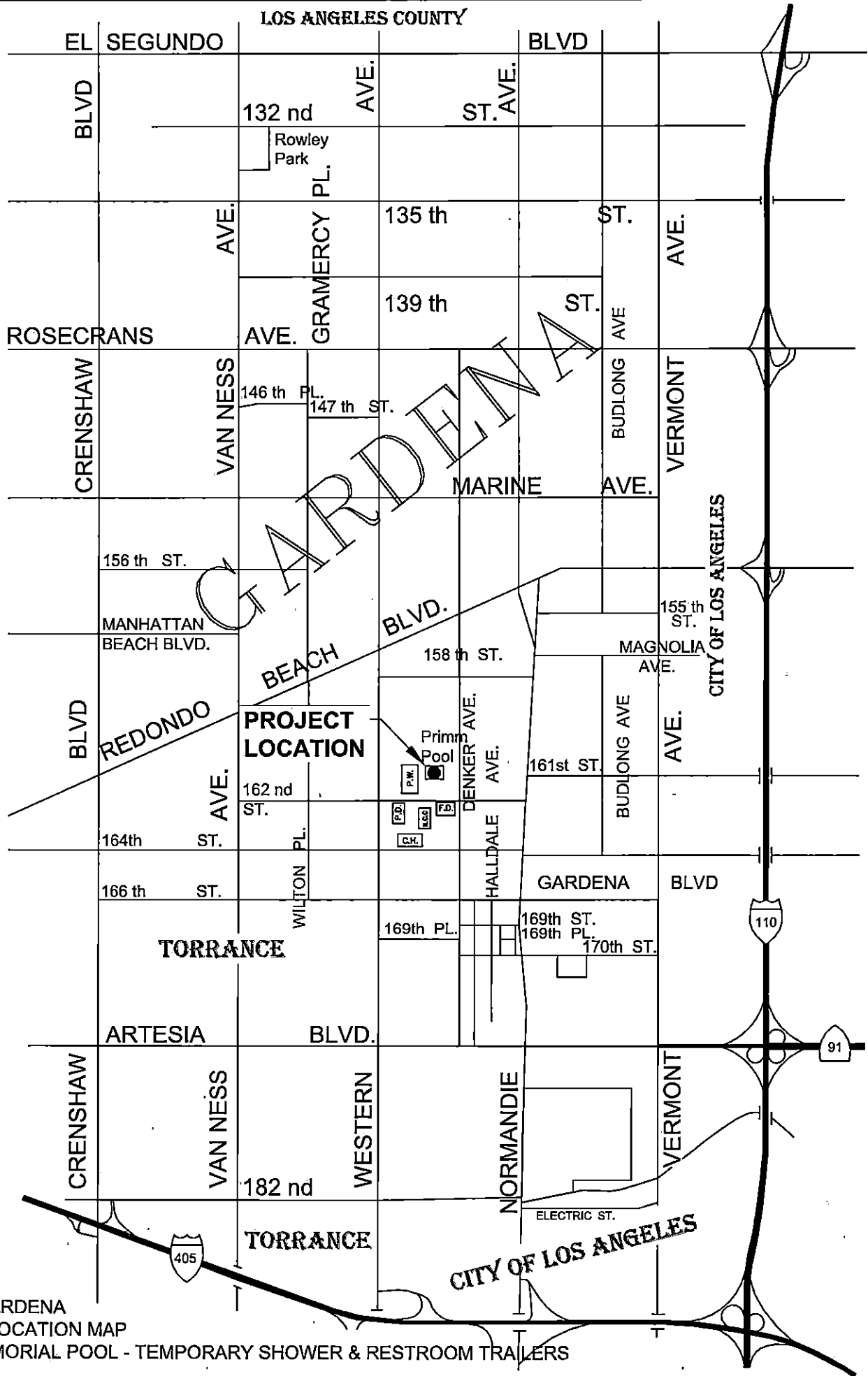
Date: 3/21/19

Concurred by: Edward Medrano, Edward Medrano, City Manager

Date: 3/21/19

HAWTHORNE

LOS ANGELES COUNTY



J.N. 975
CITY OF GARDENA
PROJECT LOCATION MAP
PRIMM MEMORIAL POOL - TEMPORARY SHOWER & RESTROOM TRAILERS

United Site Services of California, Inc.

4511 North Rowland Avenue
El Monte, CA 91731



Salesperson Contact

Natalie Hinojosa
Mobile: 310-946-6024
Office: 626-698-3057 x83057
Fax: 626-454-5916
Natalie.Hinojosa@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-1532412

Quote Date: 03/05/19

Quote Expires: 04/04/19

Sell To: CITY OF GARDENA
1700 WEST 162ND ST
Gardena, CA 90247

Ship To: CITY OF GARDENA
GARDENA, CA 90247

Cust. #: USS-169076
Phone: 310-217-9500

Attn: KEVIN KAWK
Phone: 310-217-9643
Terms: Due Upon Receipt

Comments & Special Instructions

This is only a quote, please call, email, or fax quote back signed to confirm order Local tax and Energy and Environmental Fee will apply to order. All prices include Delivery, installation, and final pick up.

Price includes mid-week delivery and pick up between the hours of 7am -3pm. Weekends & after hours are subject to an additional charge.

Price is based on quantities and service. Please contact us for a revised quotation if quantity or service needs change.

FOR EVENTS ON WEEKENDS WE DELIVER ON FRIDAY AND PICKUP ON MONDAY. IF WE HAVE TO DELIVER/PICKUP ON EITHER SATURDAY OR SUNDAY THERE IS AN ADDITIONAL FEE.

IF SERVICE IS REQUIRED ON WEEKENDS EITHER SATURDAY OR SUNDAY THERE IS AN ADDITIONAL FEE THAT APPLIES.

The Propane set up and will be sending them to my shower expert to make sure it will be compatible with this unit. I don't see a problem but will get back with you. However, we will not hook it up. You will need to get the propane service to do it or your own people.

Also of concern. The rental of the Shower trailer does not include repairing damages caused by the clients or vandalism. The County will be charged for parts and labor to do any repairs. This can get costly for the county very quickly. It will be in the best interest financially for the county to have two security attendants, 1 male and 1 female, during the hours the shower is open to monitor the showers so no vandalism occurs to the units.

Shower requires power source, water source and propane for heating water
Propane tanks are filled when delivered. Customer is responsible to keep
Propane tanks filled after initial delivery.

Price included is rental only and delivery.
Unit can be hooked to sewer or drain. If hooked to sewer no service is
Necessary.

If pumping is needed, cost is
\$199.50 per pump weekdays, business hours \$199.50 x 4.33 weeks \$864.00
\$300.00 per pump weekends, holidays or after hours.

~~6/7~~
6/7 - 8/11 Pumping Service:
45 Weekdays & 21 Weekend/holiday
45 x 199.50 = \$8,977.50
21 x 300.00 = \$6,300.00
\$16,327.50 → Every Day Service.

Continued..

United Site Services of California, Inc.

4511 North Rowland Avenue
El Monte, CA 91731

**Salesperson Contact**

Natalie Hinojosa
Mobile: 310-946-6024
Office: 626-698-3057 x83057
Fax: 626-454-5916
Natalie.Hinojosa@unitedsiteservices.com

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Phone: 310-217-9500

Attn: KEVIN KAWK
Phone: 310-217-9643
Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price
Shower Trailer 4 stall Optimum 20	EA	2	06/06/19	Indef	2,400.00	4,800.00 per billing cycle
Weekly Service @ (199.50) MON	EA	2	06/06/19	Indef	864.00	1,728.00 per billing cycle
Additional Weekly Service 2 TUES	EA	2	06/06/19	Indef	864.00	1,728.00 per billing cycle
Additional Weekly Service 3 WED	EA	2	06/06/19	Indef	864.00	1,728.00 per billing cycle
Additional Weekly Service 4 THURS	EA	2	06/06/19	Indef	864.00	1,728.00 per billing cycle
Additional Weekly Service 5 FRI	EA	2	06/06/19	Indef	864.00	1,728.00 per billing cycle
Additional Weekly Service 6 SAT	EA	2	06/06/19	Indef	864.00	1,728.00 per billing cycle
Additional Weekly Service 7 SUN	EA	2	06/06/19	Indef	864.00	1,728.00 per billing cycle
Environment/Energy/Compliance						2,517.49 per billing cycle
Shower Trailer 4 stall Optimum 20 Subtotal:						19,413.49
Saturday and Sunday fee	EA	1	06/06/19	06/06/19	2,400.00	2,400.00 one time
Environment/Energy/Compliance						357.60 one time
Saturday and Sunday fee Subtotal:						2,757.60
Delivery, Setup, Removal	EA	1	06/06/19	07/05/19	350.00	350.00 one time
Environment/Energy/Compliance						52.15 one time
Delivery, Setup, Removal Subtotal:						402.15
Shower Trailer 4 stall Optimum 20	EA	2	07/06/19	Indef	2,400.00	4,800.00 per billing cycle
Weekly Service 1	EA	2	07/06/19	Indef	864.00	1,728.00 per billing cycle
Additional Weekly Service 2	EA	2	07/06/19	Indef	864.00	1,728.00 per billing cycle
Additional Weekly Service 3	EA	2	07/06/19	Indef	864.00	1,728.00 per billing cycle
Additional Weekly Service 4	EA	2	07/06/19	Indef	864.00	1,728.00 per billing cycle
Additional Weekly Service 5	EA	2	07/06/19	Indef	864.00	1,728.00 per billing cycle
Additional Weekly Service 6	EA	2	07/06/19	Indef	864.00	1,728.00 per billing cycle
Additional Weekly Service 7	EA	2	07/06/19	Indef	864.00	1,728.00 per billing cycle
Environment/Energy/Compliance						2,517.49 per billing cycle
Shower Trailer 4 stall Optimum 20 Subtotal:						19,413.49
Saturday and Sunday Fee	EA	1	07/06/19	08/05/19	2,400.00	2,400.00 one time

Continued..

United Site Services of California, Inc.

4511 North Rowland Avenue
El Monte, CA 91731

**Salesperson Contact**

Natalie Hinojosa
Mobile: 310-946-6024
Office: 626-698-3057 x83057
Fax: 626-454-5916
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Cust. #: USS-169076
Phone: 310-217-9500

Attn: KEVIN KAWK
Phone: 310-217-9643
Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price
Environment/Energy/Compliance						357.60 one time
Saturday and Sunday Fee Subtotal:						<u>2,757.60</u>
Shower Trailer	EA	2	08/06/19	Indef	560.00	1,120.00 per billing cycle
Environment/Energy/Compliance						166.88 per billing cycle
Per Billing Cycle Subtotal						<u>1,286.88</u>
Weekly Service 6 DAYS ONLY	EA	2	08/06/19	08/06/19	1,197.00	2,394.00 one time
Environment/Energy/Compliance						356.71 one time
One Time Subtotal						2,750.71
Shower Trailer Subtotal:						4,037.59
Saturday and Sunday fee	EA	1	08/06/19	08/06/19	600.00	600.00 one time
Environment/Energy/Compliance						89.40 one time
Saturday and Sunday fee Subtotal:						<u>689.40</u>
Pickup	EA	2	08/12/19	08/12/19	0.00	0.00 one time
Environment/Energy/Compliance						0.00 one time
Pickup Subtotal:						0.00

25,279.32

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 53267, Phoenix, AZ 85072-3267

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

Subtotal: 49,471.32
Tax: 1,051.66
Total: 50,522.98

~~16,327.50~~ → Emergency Pumping
~~66,850.40~~

TERMS AND CONDITIONS

Rev. 5.6.09

1. Acceptance Customer shall be deemed to have accepted these terms and conditions upon the earliest to occur of: (i) two business days after receipt of an invoice from Company; (ii) delivery of items of equipment ("Equipment") identified in the invoice to the site designated in the invoice (the "Site") and use or acceptance thereof; or (iii) acknowledgment or other conduct of Customer indicating acceptance. These terms and conditions shall supersede any inconsistent terms of any purchase order or other documents of Customer.

2. Payment Terms All agreements are subject to approval by Company. Customer shall pay all charges by Company during the term (the "Period") shown in the invoice. All Company invoices are due and payable upon Customer's receipt of the invoice. Customer shall be liable to Company for interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate from time to time, on all overdue accounts. Customer shall pay all additional charges for services separately requested by Customer or made necessary by Customer's breach of these Terms and Conditions, including but not limited to, moving/relocation charges, special service charges, and special delivery and removal charges. In the event Customer's account becomes delinquent, Customer agrees to pay Company all collection expenses, including reasonable attorney's fees.

3. Service The Company offers servicing as an option on all portable restrooms.

4. Damage Waiver The Company offers a damage waiver program on certain Equipment. Customer may decline the damage waiver by completing and executing the appropriate section at the end of these terms and conditions. Unless Customer has declined the Damage Waiver in writing before the commencement of the Period or within five business days of the date of the first invoice to Customer for any Equipment identified with a Damage Waiver on the invoice, whichever is later, Company shall impose, and Customer shall pay, any Damage Waiver fees indicated on the invoice and (provided Customer has not breached any of these terms and conditions) Customer shall have no responsibility for accidental structural damage to the Equipment, EXCEPT (i) Customer shall be liable for theft of any Equipment and for any losses resulting from any willful or grossly negligent acts or omissions of Customer or any of its agents, servants and employees, and (ii) if Customer has other insurance covering such loss or damage, Customer shall exercise all rights available to it under such insurance, take all actions necessary to process such claim and assign such claim and pay any and all proceeds from such insurance to Company. If Customer declines the Damage Waiver, Customer shall be liable for any loss or damage to the Equipment, regardless of cause or fault, except for reasonable wear and tear, and Customer shall pay Company the actual cost of repair or replacement cost thereof, and in addition thereto, for Company's loss of use of the Equipment. In the event of any loss of or damage to the Equipment, Customer shall promptly notify Company of such loss or damage and shall provide Company with copies of all reports relating to such loss or damage, including police reports, informal investigation reports and insurance reports. The damage waiver described in this section does not apply to portable toilets and containers which become contaminated with hazardous materials or contaminants described in Paragraph 7 while in the Customer's control and possession.

5. Equipment Location Customer warrants and represents that it has exercised due diligence and care in the selection of the location it has designated for the placing of portable toilets, temporary fencing, portable storage containers and any other Equipment provided by Company, and further agrees to give directions and supervise the placement of such temporary fencing, storage containers, portable toilets and other Equipment.

6. Equipment Responsibility Company will deliver the Equipment to the Site at the commencement of the Period and will remove the Equipment at the end of the Period. If servicing has been ordered by Customer, Company will remove any domestic septic waste ("DSW") from portable restrooms, if applicable, on the service day(s) scheduled by Company. In the event Company is unable to service the Equipment on the service day due to a holiday, inclement weather, or other interfering circumstances, Company shall service the Equipment on the earliest business day, excluding Sundays, available in accordance with Company's other service commitments. Company shall be granted access to the Equipment at any time for any servicing, maintenance or removal of Equipment. Customer shall not remove the Equipment from the Site, and shall not move the Equipment on the Site without written permission from Company. Customer shall not modify the equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with any and all applicable municipal, county, state, federal or quasi-governmental laws, ordinances, regulations and guidelines, including ANSI Standard Z4.3 and the requirements of the "Guide for Clean Portable Sanitation" published by PSAI, if applicable.

7. Equipment Contamination While portable restroom units are in Customer's possession, Customer shall prevent any contamination of such units with or from radioactive, volatile, flammable, explosive, toxic or hazardous materials (including oils, paints, adhesives and solvents). Company will not remove any waste other than DSW from portable restrooms and storage containers ("Other Waste"). In the event Other Waste is found in the Equipment, Customer shall arrange and pay for separate removal of such Other Waste. Until such Other Waste is removed, Customer may not terminate the Period and Customer is liable for all charges accrued during such period.

8. Liability Except to the extent Customer is not liable for damage to Equipment under the Damage Waiver program described in Section 5, Customer agrees to defend, indemnify and hold Company harmless to the maximum extent permitted by law from and for all claims, lawsuits, damages, expenses and other losses arising out of the rental or use of Equipment delivered to or rented by Customer. Customer's obligation will apply to the extent permitted by law to all accidents or incidents regardless of whether same occur as a result of Customer's or third party's negligence, fault or other legal liability. Customer will have no obligation to defend, indemnify or hold harmless Company if the accident or incident arises out of the sole negligence or willful misconduct of Company. Company, its officers, directors, employees and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's sole and exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be to recover from Company direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

9. No Prorating Agreed upon rates are the complete billing periods and are not to be prorated.

10. Termination Company may terminate this agreement and remove the Equipment immediately in the event (i) Customer fails to pay any amount when due to Company, (ii) Customer otherwise breaches or rejects any of these Terms and Conditions, (iii) there is any loss of or damage to the Equipment, (iv) any lien is placed, or is proposed to be placed, on any of the Equipment, or (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer. Company shall not be responsible for loss of any personal property on the Site, which may be caused by removal of any of Company's Equipment pursuant to this paragraph.

11. Governance This agreement shall be governed by and construed in accordance with the laws of the state, shown on the invoice, in which the Company's place of business is located, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than such state. Each of the parties submits to the jurisdiction of any state or federal court sitting in such state, in any action or proceeding arising out of or relating to this agreement. All claims in respect of the action or proceeding may be heard and determined in any such court. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a bar to or a waiver of any such right on any future occasion. All modifications to these Terms and Conditions shall be in writing.

12. Taxes & Fees Customer shall pay any and all taxes, license fees or permit fees arising out of use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental authority for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

13. Additional Terms Additional Terms and Conditions apply to rental and service of Storage Containers ("Sheds") and Temporary Power equipment. These Terms & Conditions are shown on the back of your contract for these items.

14. Errors & Omissions Company reserves the right to correct any erroneous information that may appear in the invoice or may have appeared in a prior invoice including, without limitation, Customer's name or address, or billing amounts.

15. Conditional Payments Any payment check, or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to United Site Services Inc., 50 Washington Street, Suite 1000, Westborough, MA 01581. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute, or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make shall be sent to the address on the invoice.



City of Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.G. (1) (a) & (b)

Department: Transportation

Meeting Date: March 26, 2019

Resolution: No. 6369

Resolution: No. 6370

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: FY2019 Low Carbon Transit Operation Program (LCTOP)

(a) Resolution Number 6369, Authorizing Project Submittal to the California Department of Transportation

(b) Resolution Number 6370, Authorizing the Execution of the Certification and Assurances

COUNCIL ACTION REQUIRED:

Adopt Resolution No. 6369 and Resolution No. 6370

Action Taken

RECOMMENDATION AND STAFF SUMMARY:

The Low Carbon Transit Operations Program (LCTOP) is one of several programs that are part of the Transit Affordable Housing and Sustainable Communities Program established by the California Legislature on 2014 in Senate Bill 862. The program is designed to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority of service disadvantaged communities. This program is funded by auction proceeds from the California Air Resource Board's (CARB) Cap-and-Trade Program. For FY 2018-2019, GTrans is eligible to receive \$180,006 under this program. LCTOP funding will be allocated toward the purchase of two, 40-foot zero emission battery electric buses. GTrans intends to bank these and its forthcoming LCTOP allocations for FY20, FY21 and FY22 towards this project. GTrans will return to Council each year to reauthorize the project with the current year allocation.

To complete the application process and receive the funds, GTrans is required to submit a resolution authorizing the Mayor or her designee to act on behalf of the City Council and GTrans for the purposes of this program, and approving the project and project request under LCTOP.

Therefore it is recommended that Council adopt Resolution Numbers 6369 and 6370 authorizing the Director of Transportation to apply, execute and amend the LCTOP application and project, and approving the project for submittal to the California Department of Transportation.

FINANCIAL IMPACT/COST:

Under the LCTOP Program, GTrans will receive \$180,006 in FY19 towards the purchase of two electric buses. There is no impact to the General Fund.

ATTACHMENTS:

- A. City of Gardena – Resolution No. 6369 and Resolution No. 6370
- B. FY 2018-2019 LCTOP Authorized Agent Form

Submitted by Ernie Crespo, Ernie Crespo, Transportation Director

Date 3/21/19

Concurred by Edward Medrano, Edward Medrano, City Manager

Date 3/21/19

RESOLUTION NO. 6369

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FOR THE FOLLOWING PROJECT: CITY OF GARDENA GTRANS – ZERO EMISSION BUS PURCHASE; \$180,006 (FY 2019)

WHEREAS, the City of Gardena is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects, and the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (“Department”) as the administrative agency for the LCTOP and the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the City of Gardena wishes to delegate authorization to execute these documents and any amendments thereto to Transportation Director Ernie Crespo or his designee, and the City of Gardena wishes to implement the LCTOP project(s) listed above,

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

SECTION 1. That the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

SECTION 2. That Transportation Director Ernie Crespo or his designee be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

SECTION 3. That the City Council hereby authorizes the submittal of the following project nomination and allocation request to the Department in FY 2018-19 and subsequent FY 2019-20, FY 2020-21, and FY 2021-22 LCTOP funds: *Project Name: GTrans Zero Emission Bus Purchase*
Purchase of (2) two 40-foot, zero-emission battery electric transit buses to support GTrans service

SECTION 4. That this Resolution shall take effect immediately.

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

Passed, approved, and adopted this 26th day of March, 2019.

Tasha Cerda, Mayor

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:


Peter L. Wallin, City Attorney

RESOLUTION NO. 6370

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)

WHEREAS, the City of Gardena's GTrans is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the City of Gardena wishes to delegate authorization to execute these documents and any amendments thereto to the Director of Transportation or his designee.

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

SECTION 1. That City of Gardena GTrans, as fund recipient, agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

SECTION 2. That the Director of Transportation be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

SECTION 3. That this Resolution shall take effect immediately.

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


Passed, approved and adopted this 26th day of March, 2019.

Tasha Cerda, Mayor

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:



Peter L. Wallin, City Attorney



FY 2018-2019 LCTOP

Authorized Agent

AS THE Mayor

(Chief Executive Officer/Director/President/Secretary)

OF THE City of Gardena

(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Ernie Crespo, Director of Transportation

(Name and Title of Authorized Agent)

OR

Dana Pynn, Administrative Officer

(Name and Title of Authorized Agent)

OR

Jennifer Abro, Financial Services Manager

(Name and Title of Authorized Agent)

OR

Click here to enter text.

(Name and Title of Authorized Agent)

OR

Tasha Cerda

(Print Name)

Mayor

(Title)

(Signature)

Approved this 26 day of March, 2019



FY 2018-2019 LCTOP Certifications and Assurances

Lead Agency: City of Gardena's GTrans

Project Title: GTrans Zero Emission Bus Purchase

Prepared by: Dana Pynn

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.
8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).



FY 2018-2019 LCTOP

Certifications and Assurances

9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting

1. The Lead Agency must submit the following LCTOP reports:
 - a. Semi-Annual Progress Reports by May 15th and November 15th each year.
 - b. A Final Report within six months of project completion.
 - c. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.
 - d. Project Outcome Reporting as defined by CARB Funding Guidelines.
2. Other Reporting Requirements: CARB is developing Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
 - a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and
 - b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with

Certifications and Assurances

Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs submit to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per ARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance



FY 2018-2019 LCTOP

of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all of these conditions will be met.

Ernie Crespo

(Print Authorized Agent)

(Signature)

Director of Transportation

(Title)

3/19/2019

(Date)



FY 2018-2019 LCTOP Allocation

Lead Agency:	City of Gardena's GTrans
Project Title:	GTrans Zero Emission Bus Purchase
Regional Entity:	Los Angeles County Metropolitan Transportation Authority
County:	Los Angeles

Lead Agency: I certify the scope, cost, schedule, and benefits as identified in the attached Allocation Request (Request) and attachments are true and accurate and demonstrate a fully funded operable project. I understand the Request is subject to any additional restrictions, limitations or conditions that may be enacted by the State Legislature, including the State's budgetary process and/or auction receipts. In the event the project cannot be completed as originally scoped, scheduled and estimated, or the project is terminated prior to completion, Lead Agency shall, at its own expense, ensure that the project is in a safe and operable condition for the public. I understand this project will be monitored by the California Department of Transportation - Division of Rail and Mass Transportation.

Authorized Agent:	Ernie Crespo
Title:	Director of Transportation
Lead Agency:	City of Gardena's GTrans

Signature:	
PUC Funds Type:	99313 \$ Amount of 99313 Funds
PUC Funds Type:	99314 \$ 180,006

Contributing Sponsor(s): The contributing sponsor is an entity that passes funds to the Lead Agency to support a project. The contributing sponsor could be the regional entity (PUC 99313) passing their funds to a recipient agency within their region or a recipient agency (PUC 99314) passing their funds through to either a regional entity or a recipient agency within their region. The contributing sponsor(s) must also sign and state the amount and type of LCTOP funds (PUC Sections 99313 and 99314) they are contributing the project. Sign below or attach a separate officially signed letter providing that information. If there is more than one contributing sponsor, please submit additional page, or a letter from the additional Contributing Sponsors.

Authorized Agent:	Authorized Agent
Title:	Authorized Agent's Title
Lead Agency:	Lead Agency.

Signature:	
PUC Funds Type:	99313 \$ Amount of 99313 Funds
PUC Funds Type:	99314 \$ Amount of 99314 Funds

FEDERAL FISCAL YEAR 2019 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE

PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2019)

AFFIRMATION OF APPLICANT

Name of the Applicant: City of Gardena's GTrans

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2019, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2019.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature  Date: 3/20/19

Name Ernie Crespo, Dir. of Transportation Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature  Date: 3/21/2019

Name Peter Wallin, City Attorney Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

FTA FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES
FEDERAL FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: _____

The Applicant certifies to the applicable provisions of categories 01–18. _____

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Tax Liability and Felony Convictions	_____
03 Lobbying	_____
04 Private Sector Protections	_____
05 Transit Asset Management Plan	_____
06 Rolling Stock Buy America Reviews and Bus Testing	_____
07 Urbanized Area Formula Grants Program	_____
08 Formula Grants for Rural Areas	_____
09 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
10 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____
11 Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____
12 State of Good Repair Grants	_____
13 Infrastructure Finance Programs	_____
14 Alcohol and Controlled Substances Testing	_____
15 Rail Safety Training and Oversight	_____
16 Demand Responsive Service	_____
17 Interest and Financing Costs	_____
18 Construction Hiring Preferences	_____

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

This certification appears on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 C.F.R. Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 C.F.R. Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated

- against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 C.F.R. Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 C.F.R. Part 24.
 - (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 - (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
 - (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 C.F.R. Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 200.317–200.326 “Procurement Standards;

- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 C.F.R. Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

CATEGORY 2. TAX LIABILITY AND FELONY CONVICTIONS.

Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. As prescribed by U.S. DOT Order 4200.6, FTA requires each applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 3. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.

3.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 4. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

4.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement.
49 C.F.R. § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

4.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 C.F.R. § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 C.F.R. § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 5. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it has, or will develop, a transit asset management plan in compliance with 49 C.F.R. Part 625.

CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

6.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 C.F.R. § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 C.F.R. Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 C.F.R. Part 663.

6.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 C.F.R. § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 7. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 8. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 9. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 10. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

CATEGORY 11. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 12. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 C.F.R. Part 625.

CATEGORY 13. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 14. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 C.F.R. § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 C.F.R. Part 655.

CATEGORY 15. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 C.F.R. §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 C.F.R. part 659, "Rail Fixed Guideway Systems; State Safety Oversight";
- (b) Compliant with the requirements of 49 C.F.R. part 672, "Public Transportation Safety Certification Training Program"; and
- (c) Compliant with the requirements of 49 C.F.R. part 674, "State Safety Oversight".

CATEGORY 16. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;

- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 17. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 18. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Consolidated Appropriations Act, 2019, Pub. L. 116-6, div. G, title I, § 191.

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the applicant will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and

- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.