

# **CITY OF GARDENA**

## **GARDENA ARTESIA BOULEVARD LANDSCAPING ASSESSMENT DISTRICT**

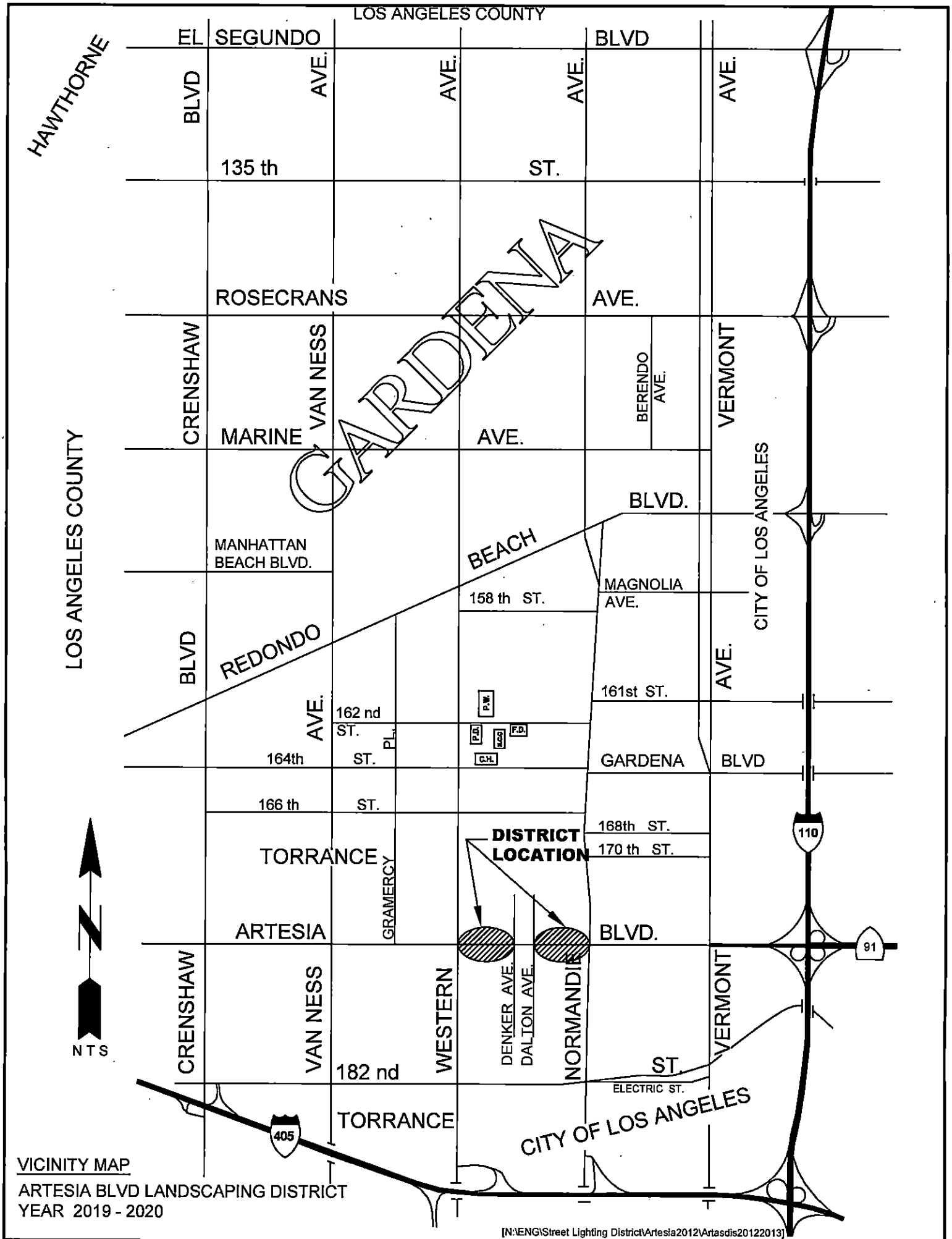
### **ENGINEER'S REPORT**

**2019-2020**

Prepared according to the provisions of the Landscaping and Lighting Act of 1972, Sections 22500 through 22679 of the California Streets and Highways Code.

According to Part 2 of Division 15 of the Streets and Highways Code of the State of California, and as directed by resolution of the City Council of the City of Gardena, the City Engineer of the City of Gardena has prepared and submits the Engineer's Report consisting of the following:

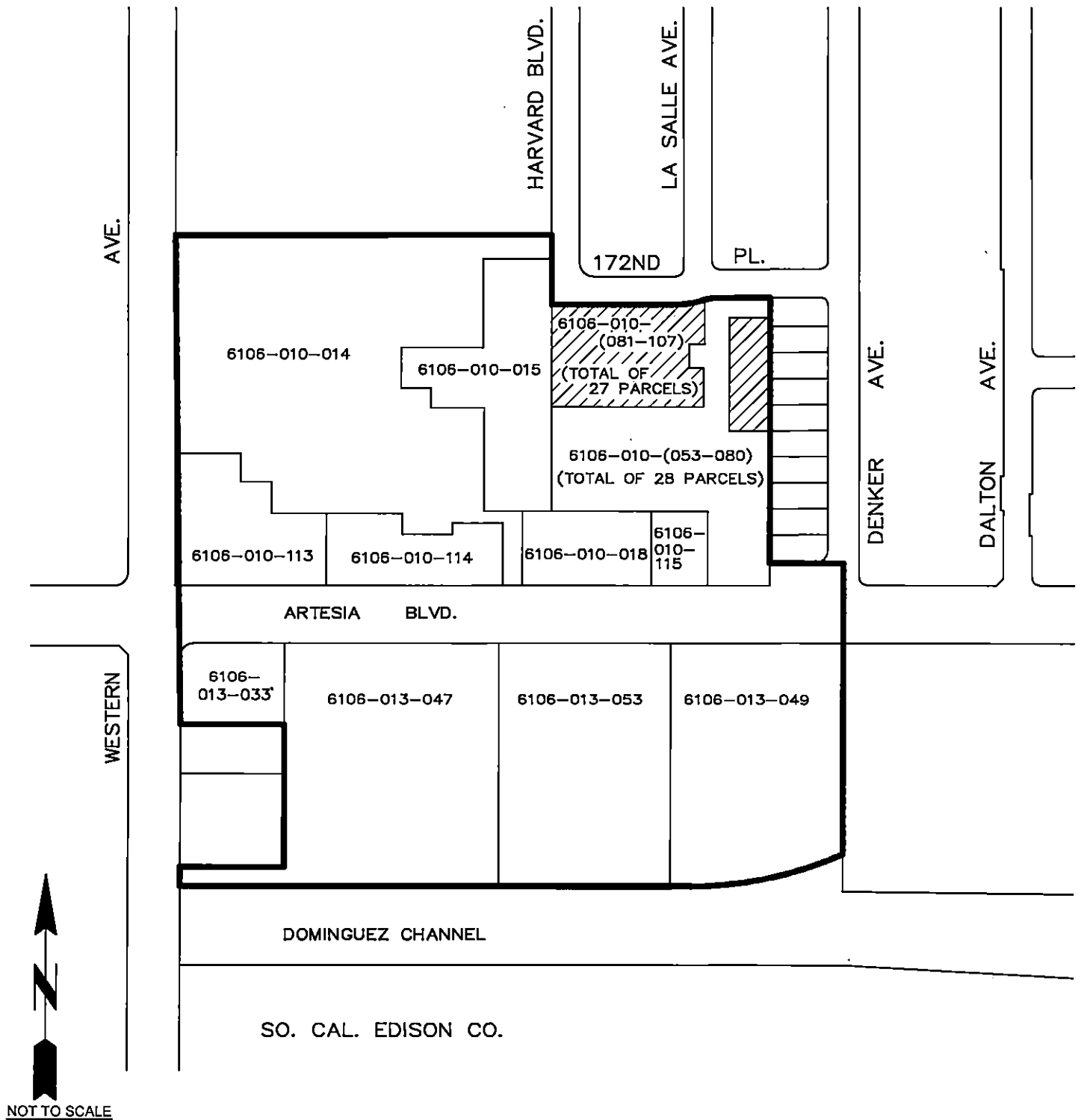
1. Vicinity Map
2. Diagram of District
3. Plans and Specifications
4. Estimate of Costs of Maintenance
5. Assessment of Estimated Cost



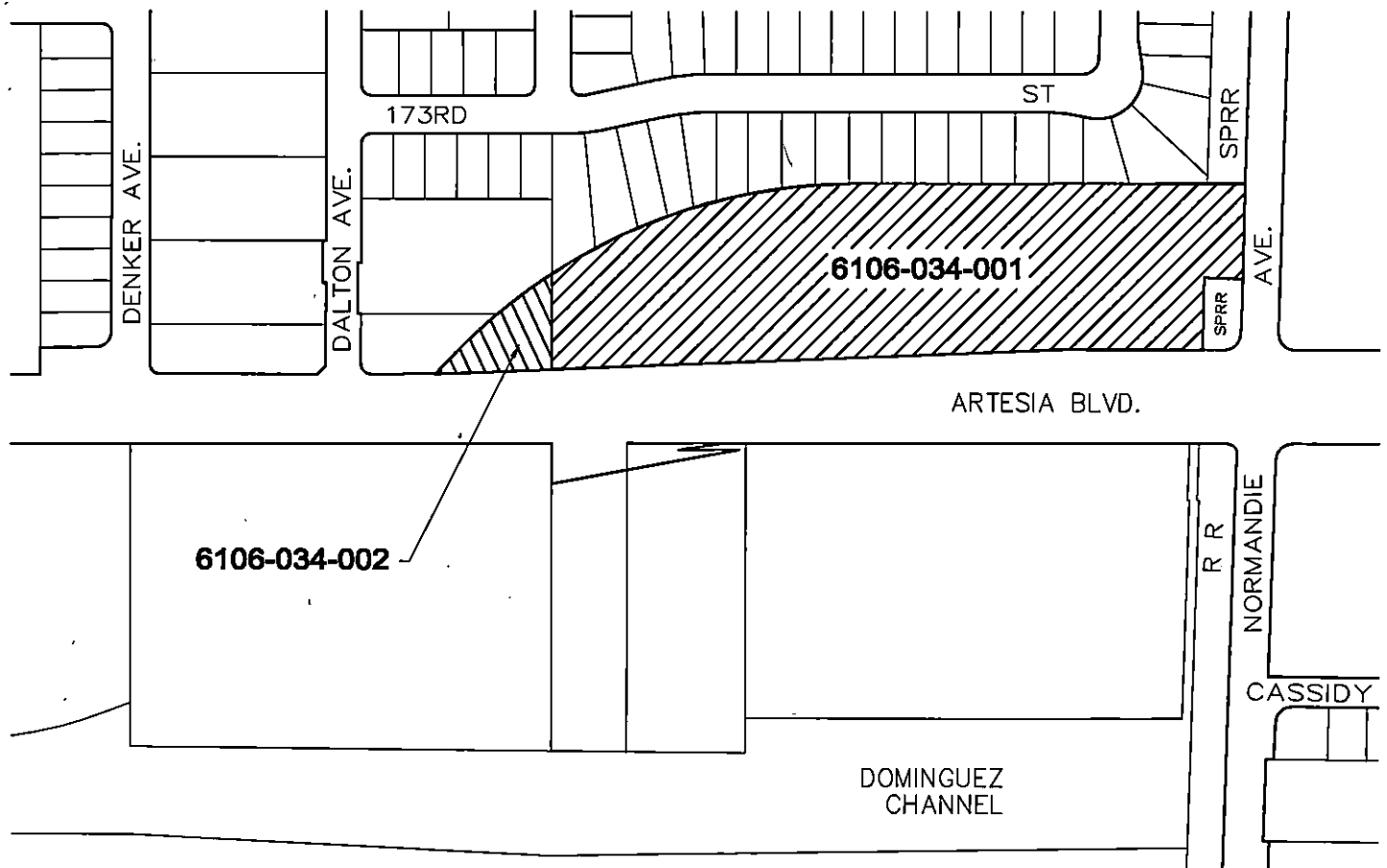
VICINITY MAP  
ARTESIA BLVD LANDSCAPING DISTRICT  
YEAR 2019 - 2020

[N:\ENG\Street Lighting District\Artesia2012\Artesdis20122013]

ASSESSMENT DIAGRAM & BOUNDARY MAP  
 ARTESIA BOULEVARD LANDSCAPING ASSESSMENT DISTRICT  
 WESTERN AVE. - DENKER AVE.  
 FISCAL YEAR 2019 - 2020



ASSESSMENT DIAGRAM & BOUNDARY MAP  
ARTESIA BOULEVARD LANDSCAPING ASSESSMENT DISTRICT  
DALTON AVE. - NORMANDIE AVE.  
FISCAL YEAR 2019 - 2020



### **PLANS AND SPECIFICATIONS 2019-2020**

Plans and specifications for the improvements provided by the Gardena Artesia Boulevard Landscaping Assessment District are on file in the office of the Public Works Director/City Engineer and incorporated into this report by reference. The plans detail the improvement on Artesia Boulevard between Western Avenue and Denker Avenue, and between Dalton Avenue and Normandie Avenue. The improvements are the construction, servicing and maintenance of landscaping and appurtenant improvements within the median islands on Artesia Boulevard between Western Avenue and Denker Avenue, and between Dalton Avenue and Normandie Avenue. The maintenance and servicing for the improvements include, but are not limited to, personnel, electrical energy, and utilities such as water, materials, contracting services, and other items necessary for the satisfactory servicing and maintenance of these services.

### **ESTIMATE OF COSTS OF MAINTENANCE AND SERVICING**

The cost of the maintenance and servicing of the improvement was determined by the costs of the annual contractual services for the landscaped median, including personnel, electrical energy, and utilities such as water, materials, and other items necessary for the satisfactory servicing and maintenance of the landscaped median.

**ESTIMATE OF COST  
WESTERN AVENUE - DENKER AVENUE  
FY 2019-2020**

The 1972 Act provides that the total cost of the maintenance and services, together with incidental expenses, may be financed from the assessments proceeds. The incidental expenses may include engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the district proceedings.

Item	Description	Estimated Costs	Prorated Incidental Costs	Estimated Total Costs
A.	Landscaping Construction, Western to Denker	\$63,643		
	Additional Median Design	\$ 3,600		
	Construction Mgmt Costs @ 15%	\$ 9,548		
		\$76,789		
B.	1st Annual Payment @ 7% Interest over 5 years	\$18,728	\$26,138	\$44,866
C.	Annual Landscape Maintenance, Western to Denker	\$ 4,200	\$ 5,862	\$10,062
		\$22,928	\$32,000	\$54,928

Items A and B are shown for reference only. Item C is the annual landscape maintenance on Artesia Blvd. between Western Ave. and Denker Ave. in the amount of \$10,062.

The 1972 Act requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. The City may advance funds to the District, if needed, to ensure adequate cash flow, and will be reimbursed for any such advances upon receipt of assessments. Any surplus or deficit remaining on July 1 must be carried over to the next fiscal year.

CITY OF GARDENA  
ARTESIA BLVD.  
LANDSCAPING  
ASSESSMENT DISTRICT  
FISCAL YEAR 2019 - 2020

CALCULATION OF ASSESSMENT  
Western Ave. - Denker Ave.

ASSESSOR'S PARCEL NUMBER	ACREAGE	ASSESSMENT
6106010014	6.430	\$1,909.00
6106010015	1.300	\$386.00
6106010018	0.875	\$260.00
6106010053	0.096	\$28.42
6106010054	0.096	\$28.42
6106010055	0.096	\$28.42
6106010056	0.096	\$28.42
6106010057	0.096	\$28.42
6106010058	0.096	\$28.42
6106010059	0.096	\$28.42
6106010060	0.096	\$28.42
6106010061	0.096	\$28.42
6106010062	0.096	\$28.42
6106010063	0.096	\$28.42
6106010064	0.096	\$28.42
6106010065	0.096	\$28.42
6106010066	0.096	\$28.42
6106010067	0.096	\$28.42
6106010068	0.096	\$28.42
6106010069	0.096	\$28.42
6106010070	0.096	\$28.42
6106010071	0.096	\$28.42
6106010072	0.096	\$28.42
6106010073	0.096	\$28.42
6106010074	0.096	\$28.42
6106010075	0.096	\$28.42
6106010076	0.096	\$28.42
6106010077	0.096	\$28.42
6106010078	0.096	\$28.42
6106010079	0.096	\$28.42
6106010080	0.096	\$28.42
6106010081	0.096	\$28.42
SUB-TOTAL		\$3,379.18

CITY OF GARDENA  
ARTESIA BLVD.  
LANDSCAPING  
ASSESSMENT DISTRICT  
FISCAL YEAR 2019 - 2020

**CALCULATION OF ASSESSMENT**  
Western Ave. - Denker Ave.

ASSESSOR'S PARCEL NUMBER	ACREAGE	ASSESSMENT
6106010082	0.096	\$28.42
6106010083	0.096	\$28.42
6106010084	0.096	\$28.42
6106010085	0.096	\$28.42
6106010086	0.096	\$28.42
6106010087	0.096	\$28.42
6106010088	0.096	\$28.42
6106010089	0.096	\$28.42
6106010090	0.096	\$28.42
6106010091	0.096	\$28.42
6106010092	0.096	\$28.42
6106010093	0.096	\$28.42
6106010094	0.096	\$28.42
6106010095	0.096	\$28.42
6106010096	0.096	\$28.42
6106010097	0.096	\$28.42
6106010098	0.096	\$28.42
6106010099	0.096	\$28.42
6106010100	0.096	\$28.42
6106010101	0.096	\$28.42
6106010102	0.096	\$28.42
6106010103	0.096	\$28.42
6106010104	0.096	\$28.42
6106010105	0.096	\$28.42
6106010106	0.096	\$28.42
6106010107	0.096	\$28.42
6106010113	0.854	\$253.45
6106010114	0.917	\$272.55
6106010115	0.384	\$113.68
SUB-TOTAL		\$1,378.60



CITY OF GARDENA

ARTESIA BLVD. LANDSCAPING  
ASSESSMENT DISTRICT

FISCAL YEAR 2019 - 2020

**CALCULATION OF ASSESSMENT**  
Western Ave. - Denker Ave.

ASSESSOR'S PARCEL NUMBER	FRONTAGE	ASSESSMENT
6106013033	199.000	\$831.00
6106013047	411.000	\$1,717.00
6106013049	330.000	\$1,378.00
6106013053	330.000	\$1,378.00
SUB-TOTAL		\$5,304.00
GRAND TOTAL		\$10,061.78

**ESTIMATE OF COST**  
**DALTON AVENUE - NORMANDIE AVENUE**  
FY 2019-2020

The estimated cost of the construction, operation, servicing and maintenance of the improvements are summarized below. Only construction costs for median landscaping between Normandie Avenue and Dalton Avenue have been included. All costs include administration and utilities where applicable.

A.	Median Landscaping Construction (see details next page)	\$ 127,400
	+ Contingencies ( $\pm 10\%$ )	12,700
	City Administration	<u>10,000</u>
		\$ 150,100
 B.	 Median Landscaping Maintenance	 \$ 11,600

Item A is shown for reference only. Item B is the annual landscape maintenance on Artesia Blvd. between Dalton Ave and Normandie Ave in the amount of \$11,600.

The 1972 Act requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

CITY OF GARDENA  
ARTESIA BLVD. LANDSCAPING  
ASSESSMENT DISTRICT  
FISCAL YEAR 2019 - 2020  
ACCT. # 152.53

**CALCULATION OF ASSESSMENT**

Dalton Avenue - Normandie Avenue

ASSESSOR'S PARCEL NUMBER	FRONTAGE (FT)	ASSESSMENT
6106-034-001	1028.46	\$9,897.00
6106-034-002	176.94	\$1,703.00
TOTAL	1205.40	<u>\$11,600.00</u>



# City of Gardena

## City Council Meeting

Agenda Item No. 5. D. ( 7 )

Department: CONSENT CALENDAR

Meeting Date: APRIL 23, 2019

Resolution No. 6375

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6375, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2019-2020 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

#### COUNCIL ACTION REQUIRED:

Adopt Resolution No. 6375

#### Action Taken

#### RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that City Council approve and adopt Resolution No. 6375 which incorporates a list of projects proposed to be funded by the Road Maintenance and Rehabilitation Account (RMRA), also known as SB1, for the Fiscal Year 2019-20 and carryover projects from previously adopted fiscal years.

Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide. SB 1 increases fuel taxes and vehicle fees to raise revenue and provide for inflationary adjustments in future years.

The City of Gardena must submit an adopted resolution to the California Transportation Commission that identifies the new and carryover projects funded with RMRA to maintain eligibility. SB1 prioritizes this funding towards street and roadway improvements. Since the City of Gardena has an average Pavement Condition Index (PCI) that meets or exceeds 80, the City may spend its apportioned RMRA funds on a broader range of priorities related to transportation, such as equipment purchases.

SB1 includes accountability and transparency provisions that will ensure the residents of the City of Gardena are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year. In addition, the City is required to maintain programmed general fund expenditures for street, road and highway purposes. The minimal Maintenance of Effort (MOE) spending is required and based on the annual average of general fund expenditures during the 2009-2010, 2010-2011 and 2011-2012 fiscal years.

The City will receive an estimated \$1,013,721 in RMRA funding in Fiscal Year 2019-2020 and accumulate approximately \$1,314,620 from 2017-18 and 2018-19 fiscal years. Staff is proposing to modify and relist the previously submitted projects to fund the Western Avenue Street Improvement project between Artesia Boulevard and Redondo Beach Boulevard (\$1,922,000) and Public Works Maintenance Equipment Purchases (\$330,000).

#### FINANCIAL IMPACT/COST:

Budget Amount: \$1,013,721

Funding Source: SB 1 / RMRA

Anticipated Revenue: \$1,013,721

ATTACHMENTS: Resolution No. 6375, Vicinity map for Western Ave. Street Improvement Project

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

Date: 4/18/19

Concurred by: Edward Medrano, Edward Medrano, City Manager

Date: 4/18/19

## **RESOLUTION NO. 6375**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2019-20 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT of 2017**

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB1 includes accountability and transparency provisions that will ensure the residents of the City of Gardena are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Gardena must adopt the project proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Gardena will receive an estimated \$1,013,721.00 in RMRA funding in Fiscal Year 2019-2020 from SB1; Carryover \$343,441.00 in RMRA funding for Fiscal Year 2017-2018 to Fiscal Year 2019-2020; Carryover \$971,179.00 in RMRA funding for Fiscal Year 2018-2019 to Fiscal Year 2019-2020; and

WHEREAS, the City of Gardena used a Pavement Management System to develop the SB1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB1 will help the City of Gardena maintain, repair and rehabilitate street / roadway throughout the City, and provide resources for similar projects into the future; and

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goal; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, the SB1 project list and overall investment in our local streets and roads infrastructure with focus on basic maintenance and safety will have significant positive co-benefits statewide.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City of Gardena is adopting the following list of projects which is planned to be funded with Road Maintenance and Rehabilitation Account revenues:

**Western Ave. Street Improvement**

Description: Repair and Rehabilitation of Pavement, Concrete Curb, gutter, sidewalk and curb ramps

Location: Western Ave. from Redondo Beach Blvd. to Artesia Blvd.

Estimated Project Cost: \$1,922,000

Estimated Useful Life: 10 years

Anticipated Year of Construction: 2020

**Public Works Maintenance Equipment Purchase, JN 954**

Description: Acquisition of Street Tree Trimming equipment

Estimated Project Cost : \$ 330,000

Estimated Useful Life: 10 years

Anticipated Year of Use: 2020

SECTION 3. The following previously proposed and adopted projects may utilize fiscal year 2019-2020 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:



**Local Road Maintenance 2017-2018, JN 934**

Description: Repair and Rehabilitation of Pavement

Location: Various Locations

Anticipated Year of Construction: 2020 (Project to be replaced by FY 2019-2020, Western Ave. Street Improvement)

**Local Road Maintenance 2018-2019, JN 949**

Description: Repair and Rehabilitation of Pavement

Location: Various Locations

Estimated Useful Life: 20 to 50 years

Anticipated Year of Construction: 2020 (Project to be replaced by FY 2019-2020, Western Ave. Street Improvement)

SECTION 4. That this Resolution shall be effective 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

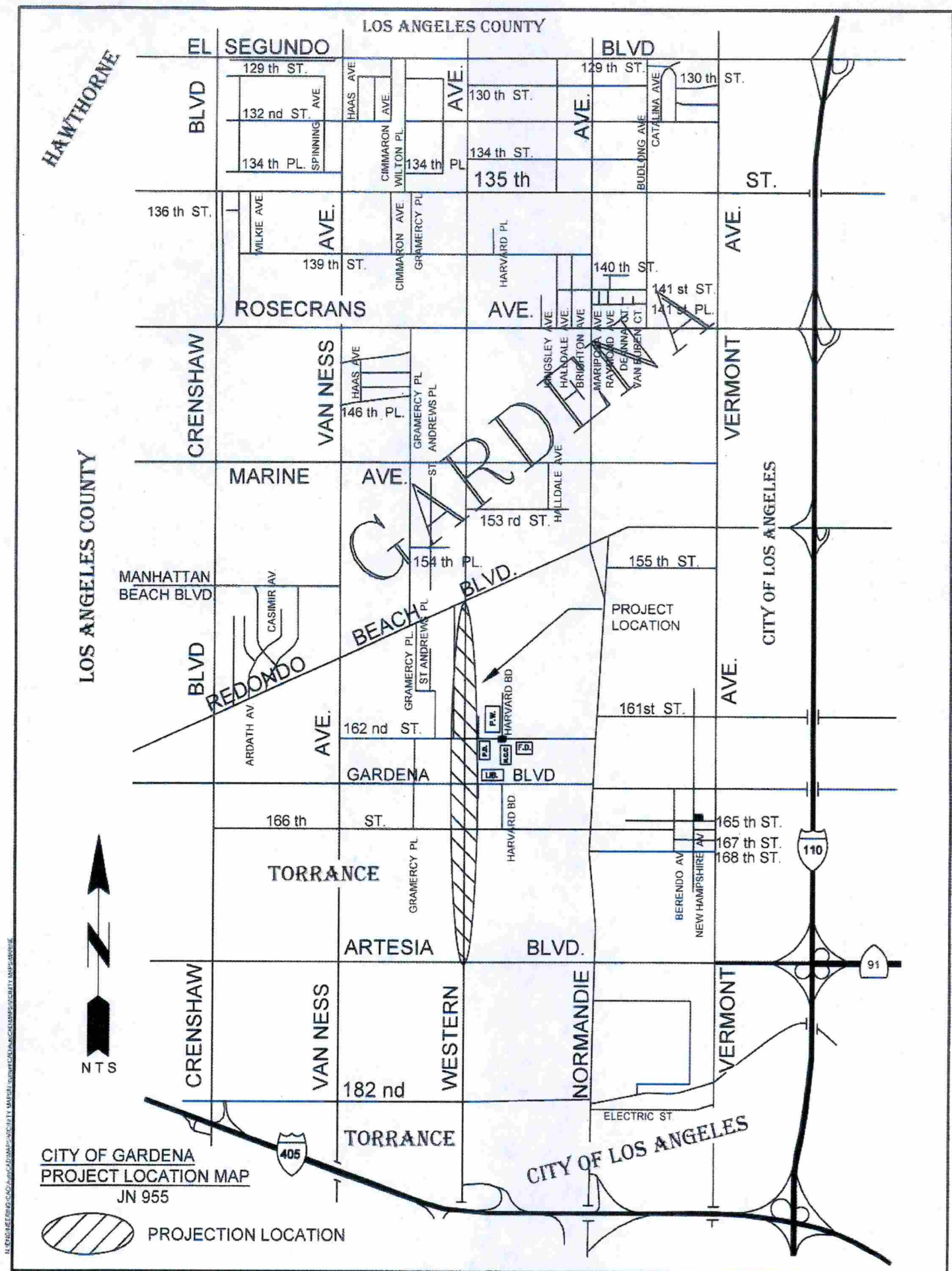
\_\_\_\_\_  
TASHA CERDA, Mayor

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
PETER L. WALLIN, City Attorney







# CITY OF GARDENA

## PLANNING & ENVIRONMENTAL QUALITY COMMISSION

CITY COUNCIL CHAMBER ■ 1700 WEST 162<sup>nd</sup> STREET ■ 7:00 P.M.  
Telephone: (310) 217-9524 ■ E-mail address: CDDPlanningZoning@cityofgardena.org

### REPORT OF ACTIONS

#### APRIL 16, 2019

##### 5. Parcel Map #1-18

A request for the subdivision of a 17,221 square foot residential parcel in the Low-Density Multiple-Family Residential Zone (R-2) into two separate parcels consistent with Title 17 and Title 18 of the Gardena Municipal Code and direct staff to file a Notice of Exemption as a minor land division.

**Project Location:** 15906-15908 South Manhattan Place (APN # 4066-011-016)

**Applicant:** John & Nancy Hurt.

**Commission Action:** Commission approved PC Resolution No. 6-19, approving Parcel Map #1-18

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

**Noes:**

**Absent:** *Langley*

**City Clerk Action:** Receive and File

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

##### 6. Zone Code Amendment #1-19

A request that the Planning and Environmental Quality Commission recommend that the City Council make amendments to residential provisions of the Zoning Code. Staff has determined that these changes would not have the possibility of having any significant impact and therefore the ordinance qualifies for a Notice of Exemption.

**Project Location:** Citywide

**Commission Action:** Commission approved Resolution No. PC 7-19, recommending that the City Council approve Ordinance XXXX making changes to Title 18, Zoning, of the Gardena Municipal Code relating primarily to residential development.

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

**Noes:**

**Absent:** *Langley*

**City Clerk Action:** Receive and File

**City Council Action:** Set Public Hearing Date

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



# City of Gardena City Council Meeting

Agenda Item No. 8.C.(1)  
Department: ELECTED & ADMINISTRATIVE OFFICES  
Meeting Date: April 23, 2019

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVE FRANCHISE AGREEMENT FOR CITY RELATED TOWING SERVICES FOR JULY 1, 2019 TO JUNE 30, 2024 TO RSD TOW INC., DBA U.S. TOW - HAWTHORNE

### COUNCIL ACTION REQUIRED:

Approve the award of a franchise for City Related Towing Services RSD Tow Inc., DBA U.S. Tow – Hawthorne, for a five-year period extending from July 1, 2019 to June 30, 2024, and the site plan.

It is further recommended that

Council authorize the Mayor and City Clerk to execute the Franchise Agreement approved as to form by the City Attorney.

### Action Taken

### RECOMMENDATION AND STAFF SUMMARY:

It is respectfully recommended that the City Council approve the award of one exclusive franchise for City related towing services to RSD Tow, Inc., dba U.S. Tow – Hawthorne.

Staff published a notice to bidders in the Gardena Valley News and emailed bid packets to towing service providers. In response to the solicitation for bids, the City received a total of three bid proposals:

Jabi Enterprises, DBA Hisham's Towing, 14201 S Halldale Ave., Gardena, CA 90249  
RSD Tow, Inc., DBA U.S. Tow – Hawthorne, 13041 Cerise Ave., Hawthorne, CA 90250  
Frank Scotto Towing, 1750 W 223<sup>rd</sup> Street, Torrance, CA 90501

Based on the evaluation of the proposals conducted by staff to identify a vendor that best meets the needs of the City, it is recommended that the franchise be awarded to RSD Tow, Inc., DBA U.S. Tow – Hawthorne.

U.S. Tow – Hawthorne has been serving the City of Hawthorne for over 12 years and has exceeded the requirements for service with Hawthorne. As a result of this contract, U.S. Tow – Hawthorne will be investing approximately \$200,000 in a dilapidated building on 139<sup>th</sup> Street in Gardena and hiring approximately five new employees.

### FINANCIAL IMPACT/COST:

Anticipated Revenue in Year 1: Approximately \$370,000 annually, which includes an Annual Franchise Fee of \$60,000 and approximately \$310,000 in administrative fees. Each subsequent year has an annual increase in administrative fees and the Franchise Fee which will be paid to the City.

### ATTACHMENTS:

Staff Report  
Conceptual Plans  
Franchise Agreement

Submitted by Edward Medrano, Edward Medrano, City Manager

Date 4/19/19

# CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item No.	8.C. (1)
Department:	Elected & Administrative Offices
Meeting Date:	April 23, 2019

**AGENDA TITLE:** Approve Franchise Agreement for City Related Towing Services for July 1, 2019 through June 30, 2024 to RSD Tow, Inc., DBA U.S. Tow Hawthorne.

## **RECOMMENDATION:**

Staff respectfully recommends that the City Council approve the award of one exclusive franchise for City-related towing services to RSD Tow, Inc (DBA U.S. Tow – Hawthorne), for a five-year period. It is further recommended that Council approve the administratively approved site plan and issuance of operating permit and conditions of approval with the associated business license. Staff also recommends that Council authorize the Mayor and City Clerk to execute the Franchise Agreement approved as to form by the City Attorney.

## **BACKGROUND:**

On October 25, 2018, City Staff released the Request for Proposals (RFP) for the Franchise for City Related Towing Services. The bid process was structured to identify and award the City towing franchise to a single vendor with facilities and equipment based in the City.

To further encourage competition, Staff published a Notice to Bidders in the Gardena Valley News and expanded the eligible bidders by allowing bidders who do not currently maintain an operational towing business and storage yard in the City of Gardena. Businesses who could obtain a principal place of business within corporate limits of Gardena in M-1 or M-2 zones were invited to participate, as long as they could store a minimum of 35 vehicles at the Gardena location and could ensure that all vehicle releases would occur from the Gardena location. The contract requires storage of a minimum of 100 vehicles total, so the remaining 65 vehicles must be stored at a location within five (5) miles of Gardena City Hall, if stored outside the City limits. Additionally, eight (8) evidence vehicles must be stored but can also be at a location within five (5) miles of Gardena City Hall.

In response to the solicitation, three (3) of the seven (7) companies who attended the mandatory pre-bid conference submitted a proposal. They are:

Jabi Enterprises, DBA Hisham's Towing, 14201 S Halldale Ave., Gardena, CA 90249  
RSD Tow, Inc., DBA U.S. Tow – Hawthorne, 13041 Cerise Ave., Hawthorne, CA 90250  
Frank Scotto Towing, 1750 W 223<sup>rd</sup> Street, Torrance, CA 90501

It should be noted that while Frank Scotto Towing did submit a Letter of Interest for the proposal response, the business elected to not submit a full RFP response. Therefore, City Staff was unable to evaluate Frank Scotto Towing as an eligible bidder and will not be included in the remaining evaluation factors for this process.

The bid proposals were evaluated against the following requirements of the franchise.

## FACILITIES REQUIREMENTS:

- The successful bidder shall maintain both its business office and storage facilities (up to 35 of the 100 required vehicles) within the corporate limits of the City of Gardena. This requirement shall be supplemented with proof of possessing a business license in 2019.
- The successful bidder shall maintain no less than 100 vehicle parking spaces for City-related storage needs and an enclosed storage area with access restricted to the Chief of Police or his designee to accommodate eight (8) vehicles held as evidence. 65 of the 100 vehicles and the eight evidentiary vehicles are permissible to be stored at a designated facility(ies) within five miles of Gardena City Hall.
- Vehicles stored as evidence in enclosed garage facilities shall be systematically spaced on a flat surface to provide 360 degree access and sufficient spacing to facilitate inspecting without touching or moving the vehicle.

	U.S. Tow - Hawthorne	Hisham's Towing
Business Office in City	Yes - proposed	Yes -- existing
Storage Facilities in City	Yes - proposed	Yes -- existing
Distance From City Hall	1.9 miles	1.88 miles
Total Parking Spaces	590 (via 3 properties); 57 in Gardena	500
8 Evidence Parking Spaces	Yes	Yes
8' walls that completely screen the storage yard from street view	Yes -- proposed	Yes

**Findings:** Hisham's Towing has a location currently in the City of Gardena at 14201 S Halldale Ave., Gardena, CA 90249. U.S. Tow – Hawthorne has two locations in Hawthorne and has leased a property at 1600 W 139<sup>th</sup> Street, Gardena, CA 90249. U.S. Tow – Hawthorne will be undergoing a tenant improvement for this contract. This will result in an investment of over \$200,000 in the community and the creation of additional jobs (approximately five at this time).

## TOWING VEHICLE REQUIREMENTS

- The successful bidder shall own or lease a minimum of five (5) towing vehicles with a minimum gross vehicle rating of 16,000 pounds dedicated to City towing needs, two of which must be flat beds. In addition, the bidder must own or lease one (1) three-axle heavy-duty tow truck with a 25-ton recovery boom and one (1) tractor with heavy-duty tilt bed trailer capable of transporting 40-foot bus of at least 25-tons.

	U.S. Tow – Hawthorne	Hisham's Towing
16,000 lb. Standard Tow	Yes	Yes
16,000 lb. Flat Bed	Yes	Yes
3-axle Heavy Duty Tow	Yes	Yes
Tractor with Heavy Duty Tilt	Yes	Yes
Average Age of Fleet	9 years (not including new vehicles being purchased for Gardena contract)	8 years

**Findings:** Hisham's Towing and U.S. Tow - Hawthorne meet the towing vehicle requirements for the franchise. U.S. Tow – Hawthorne will be purchasing additional trucks to meet the needs of the Gardena contract.



## EXPERIENCE REQUIREMENT

- Experience as a towing service provider or substantiate financial capability and viability

	U.S. Tow – Hawthorne	Hisham's Towing
Years of Towing Related Experience	12 years	36 years
Public Safety Towing Experience	Yes – 12 years	Yes – 32 years
Other Towing Experience	Yes	Yes
Financial Capability and Viability	Yes	No

**Findings:** All bidders currently contract with public safety agencies and dispatch personnel to provide towing services. Hisham's Towing is the current towing franchise and has a history of not meeting the contractual deadline for submitting monthly reports and fees to the City. U.S. Tow – Hawthorne has a solid financial position and glowing recommendations from the City of Hawthorne related to the service provided.

## TOWING AND STORAGE FEES:

- Prospective bidders shall bid a schedule of fees for the towing and storage of vehicles. City residents not involved in a criminal offense or infraction, for which a citation was issued, shall pay one-half of the towing charge and will not be charged for the first 24 hours of storage.

	Current Fee	U.S. Tow – Hawthorne Bid Fee	Hisham's Towing Bid Fee
<b>Towing &amp; Services Fee – Description</b>			
Passenger Vehicles	\$160.00	\$160.00	\$160.00
Trucks & Trailers, 1 to 3 Ton	\$235.00	\$235.00	\$235.00
Large Trucks & Trailers, Over 3 Ton	\$280.00	\$280.00	\$280.00
Additional Charges (Hourly Labor Charge for Service Call)	\$160.00 (Flatbed + \$30)	\$160.00	\$160.00 (Flatbed + \$30)
Auxiliary Equipment (Hourly Charge)	\$30.00/HR, 3 HR Minimum	\$30.00/HR, 3 HR Min.	\$30.00/HR, 3 HR Min.
Non-Business Hour Release	½ of tow fee	½ tow fee	½ tow fee
City Heavy Duty Tows (Flat Fee)	\$60.00	\$60.00	No Charge
City Tows Over 15 Miles from City Hall (Cost per Mile)	\$1.00 per Mile	\$1.00 per Mile	No Charge
<b>Storage Charges - Description</b>			
Motorcycles	\$55.00	\$25.00	\$55.00
Passenger-type car, van, truck, trailers under 1 ton	\$55.00	\$55.00	\$55.00

Trucks & Vans, 1 to 3 Tons	<b>\$65.00</b>	\$65.00	\$65.00
Trucks over 3 Tons	<b>\$65.00</b>	\$65.00	\$65.00
Major Components/Parts	<b>\$65.00</b>	\$65.00	\$65.00
Inside Vehicle Storage, ¾ ton and under	<b>Not currently available to public</b>	\$70.00	No response
Fees Guaranteed at Current Rates Through		December 31, 2022	June 30, 2024

**Findings:** All bidders met the minimum requirements. The RFP only required the bidders to provide a proposed schedule of fees.


### **CONCLUSION:**

Based on the incomplete proposal submitted by Frank Scotto Towing, Frank Scotto Towing was not selected.

The evaluation of U.S. Tow - Hawthorne and Hisham's Towing revealed each business had an equivalent amount of strengths and weaknesses in their proposals. Each company has been determined to be able to fulfill the minimum requirements of the franchise agreement.

Although both are equal, this solicitation was for an exclusive towing franchise. In consideration of a single franchise agreement, City Staff recommends the contract for the Franchise for City Related Towing Services be awarded to RSD Tow, Inc., dba U.S. Tow - Hawthorne. This recommendation is based upon U.S. Tow – Hawthorne's service to the Hawthorne community for the last twelve years as the exclusive tow franchise. Hawthorne's staff has experienced service that meets or exceeds the requirements of their agreement. U.S. Tow – Hawthorne is purchasing new trucks which will be based in Gardena. Between their existing facilities, and the one being leased and renovated at 1600 W 139<sup>th</sup> Street, U.S. Tow – Hawthorne exceeds the storage needs for this contract. Additionally, by moving some of its business to Gardena, it will be investing approximately \$200,000 in the community and creating approximately five jobs. In touring U.S. Tow – Hawthorne's existing facilities and trucks that are used to transport residents of Hawthorne, City Staff found them to be clean, organized, and meeting all current requirements. The company's lease space will meet the requirements of this agreement and the project site will be reviewed by the City's Planning and Building Services divisions for compliance with zoning regulations, by way of administrative site plan review, and all pertinent building codes.

It is further recommended that the Franchise period be approved for a five-year term from July 1, 2019 to June 30, 2024, with an option to extend the agreement for an additional three-year period based on mutual agreement and satisfactory performance.

Submitted by:  Date: 4/19/19  
EDWARD MEDRANO  
City Manager



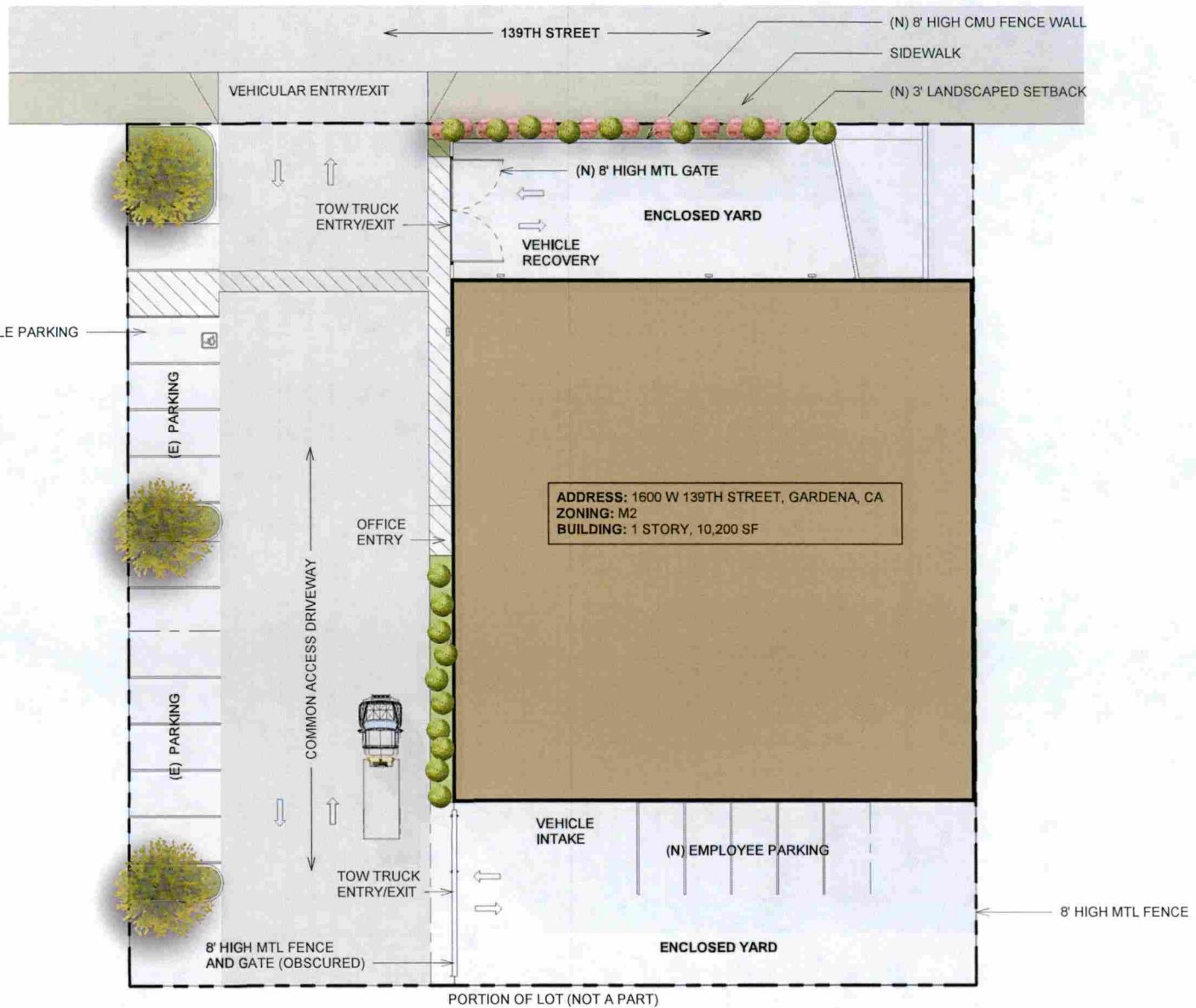
1050 LATIN WAY  
LOS ANGELES, CA 90065  
T. 310.402.4354

PROJECT NAME:  
**GARDENA TOW YARD**

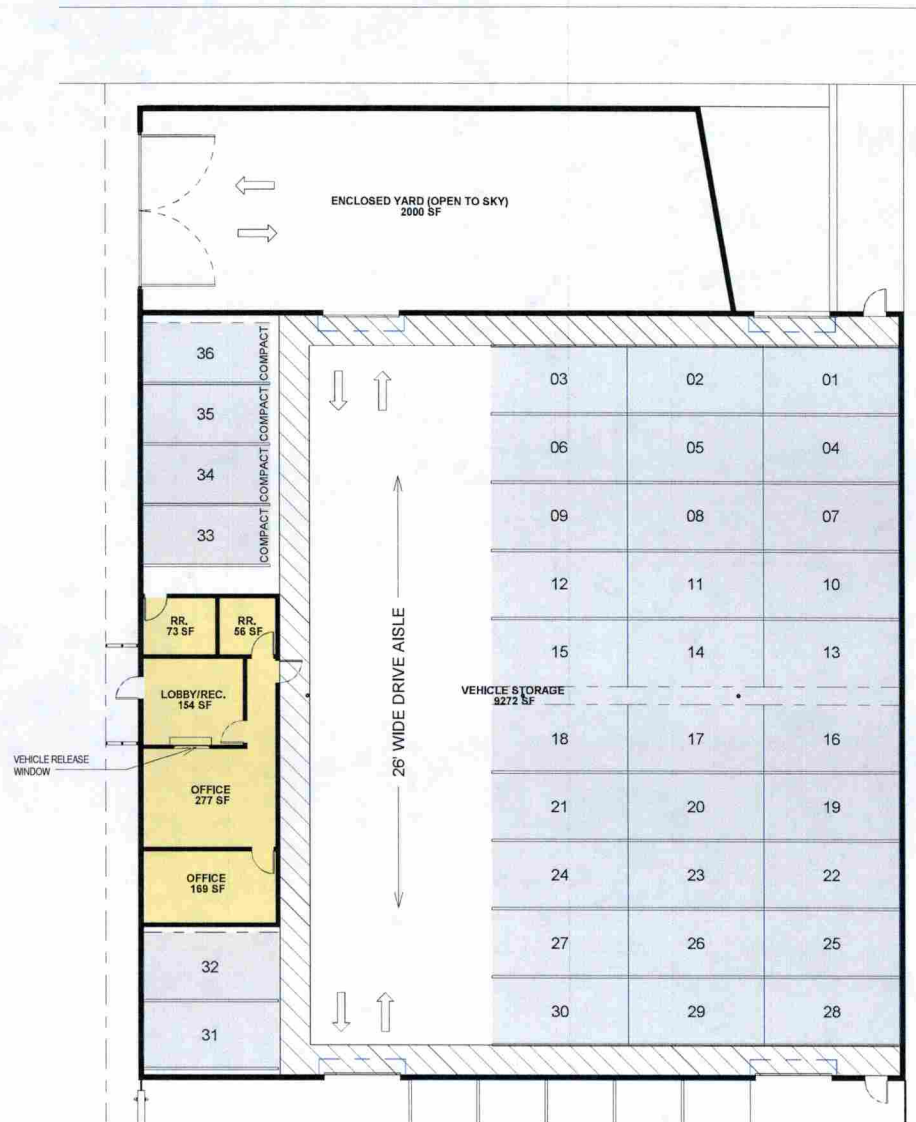
DRAWING TITLE:  
**STREET VIEW**

4-1-2019

A0







**EXCLUSIVE AGREEMENT  
BETWEEN THE CITY OF GARDENA AND RSD TOW, INC.  
FOR CITY RELATED TOWING SERVICES AND SETTING FORTH TERMS AND  
CONDITIONS RELATING TO THE GRANT OF THE FRANCHISE**

This FRANCHISE AGREEMENT ("Agreement") is made and entered into this 23<sup>rd</sup> day of April, 2019, at Gardena, California, by the City of Gardena, a municipal corporation of the State of California ("City") and RSD Tow, Inc., DBA U.S. Tow - Hawthorne, ("Franchisee"), a corporation for City related towing services.

**RECITALS**

WHEREAS, the City enacted a City Related Towing Services ordinance (Chapter 10.52 of the Gardena Municipal Code) to grant one or more franchises for City towing services on such terms and conditions as the City Council may establish in its sole discretion.

WHEREAS, the City's Police Department requires vehicle towing and storage services to effectively control traffic, protect property, combat crime, and perform other police functions; and

WHEREAS, a Towing Contractor must be able to respond quickly, operate efficiently; provide security to both public and private property; and act for the City as an independent contractor when dealing with the public; and

WHEREAS, the City Council has determined that it is in the public interest to limit the number of towing Franchisees so that it will reduce public confusion in knowing who to deal with in obtaining return of vehicles and property; and

WHEREAS, the City Council has determined it is in the City's best interest to restrict the number of towing franchises to one at this time to maximize and control the quality of service and lessen citizen confusion; and

WHEREAS, the City Council has determined that Franchisee can meet the needs of the City for towing services;

NOW THEREFORE, the parties do agree as follows:

**SECTION 1. DEFINITIONS**

Whenever any term used in this agreement has been defined by the Gardena Municipal Code, the definitions in the Municipal Code shall apply unless the term is otherwise defined in this Agreement.

- A. "AGREEMENT" shall mean the written contract between the City and the Franchisee.
- B. "CHIEF OF POLICE" or "CHIEF" shall mean the Chief of Police of the City of Gardena, California or any person or group of persons designated by the Chief of Police to act expressly on his/her behalf.

- C. "CITY" shall mean the governing body of the City of Gardena or any department thereof, hereinafter referred to as the City.
- D. "CITY COUNCIL" shall mean the City Council of the City.
- E. "DAILY" shall mean seven (7) days per week, unless otherwise specified.
- F. "DAY" shall mean a 24 hour period of time.
- G. "DEPARTMENT" shall mean the Gardena Police Department.
- H. "EMPLOYEE" means any person performing any services related to the towing or impound of vehicles under this Agreement, regardless of whether such person is compensated.
- I. "FRANCHISE" shall mean the right and privilege to perform towing services for the City.
- J. "FRANCHISEE" shall mean the Owner of the towing service company with the right and privilege to perform towing services for the City.
- K. "OPERATOR" shall mean any person providing towing services within the City.
- L. "PERSON" shall mean an individual, corporation, joint venture, partnership, or any other entity or enterprise.
- M. "PRIVATE TOW" shall mean any request for towing services that is not initiated by the City.
- N. "RATES AND CHARGES" shall mean fees for services set forth in this Agreement.
- O. "TOWING SERVICES" shall mean the towing, storage and impound of vehicles, as well as ancillary services such as jump-starts, lockouts, and tire changes.
- P. "VEHICLE OWNER" shall mean the registered or legal owner of a vehicle or their agents.

## **SECTION 2. SCOPE OF FRANCHISE AGREEMENT**

- A. Binding Agreement. In consideration of the mutual promises contained herein, City and Franchisee enter into this Agreement and each party agrees to be bound by and comply with all of the requirements of this Agreement, the General Proposal Provisions and the completed bid proposal responses and certifications (Attachments A – Q), which are attached hereto as Exhibits 1 and 2 respectively, and are incorporated herein by reference.
- B. Grant of Franchise; Exclusions. Except as specified below, this Agreement grants to Franchisee the exclusive right and privilege, pursuant to Gardena Municipal Code Section 10.52.020, to furnish vehicle towing and storage services for the City of Gardena on an as-needed basis.

1. If for any reason, the Franchisee is unable to provide adequate tow service or storage, the City shall have the right to have such duties performed by any other person or persons.
  2. Nothing contained in this Agreement shall have any bearing on private tows and nothing herein grants Franchisee any rights relating to private tows.
- C. Assignment. Franchisee shall not transfer, sell, sublet or assign the franchise, nor shall any of the rights or privileges therein be leased, assigned, sold in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, either by act of the Franchisee or otherwise, unless written authorization for such transfer, sale, subletting or assignment is obtained from the City Council. For purposes of this section, an acquisition by any person, group, partnership or other entity of at least ten percent (10%) of the operator shall be considered a sale, transfer or assignment. Any such transfer, sale, sublease or assignment shall immediately void the Franchise Agreement. Should the City Council agree to any such transfer, sale, sublease or assignment, each and every one of the terms, covenants and conditions of the written Agreement shall inure to the benefit of and shall bind all successors and assigns of the parties hereto.
- D. Independent Status.
1. Franchisee Not Employee of CITY. Franchisee 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 Franchisee or any of its officers, employees or agents except as set forth herein. Franchisee shall not at any time or in any manner represent that it or any of its officers, agents or employees are in any manner officers, agents, or employees of City.
  2. Right of Control. City shall have the right to control Franchisee only insofar as the results of Franchisee's services rendered pursuant to the Agreement. City shall not have the right to control the means by which Franchisee accomplishes services rendered.
- E. This Agreement contains the entire understanding between City and Franchisee. Any prior agreements, 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.

### **SECTION 3. TERM/TERMINATION/BREACH**

- A. Towing and storage services under this Agreement shall be provided for a period of five (5) years, commencing on the first day of July 2019, and ending at midnight on the 30<sup>th</sup> day of June 2024, and will be subject to the provisions regarding termination set forth in the Agreement. Upon satisfactory completion of the contract, the City Council at its discretion may extend the contract for up to three (3) additional years through June 30, 2027.
- B. The period during which towing and storage services are to be provided pursuant to this Agreement may be extended beyond June 30, 2024, by mutual agreement of the City and

Franchisee for an additional period of up to three years. Franchisee shall apply for said extension at least one hundred and eighty (180) days prior to the expiration of this Agreement. Nothing herein grants any rights to Franchisee that the Agreement will be extended.

C. Termination.

1. During the first five years of this Agreement, the City may terminate this Agreement at any time upon ninety (90) days written notification to Franchisee.
2. During any extension period after the first three years, the City may terminate this Agreement at any time upon thirty (30) days written notification to Franchisee.
3. Franchisee may terminate this Agreement, or any extension thereof, at any time upon a minimum of ninety (90) days written notification to City.
4. If the City terminates for any reason other than cause, Franchisee shall be entitled to a pro rata share of the franchise fee which was paid for such period.
5. If Franchisee terminates, Franchisee shall be entitled to a pro rata share of the franchise fee which was paid for such period, less all costs incurred by the City, including staff and City Attorney time, in having to obtain a new Franchisee. If the costs exceed the amount of the franchise fee which is to be refunded, Franchisee shall be liable to the City for such additional costs.
6. The Chief of Police may suspend, revoke or terminate this Agreement without giving the notice set forth in subsections 1 or 2 above if for cause. "Cause" shall include, but not be limited to: a breach of any material provision of this Agreement; any violation of Chapter 10.52 of the Gardena Municipal Code; the occurrence of criminal activity on the business premises or by the owners, management or employees of the business; or when conduct is deemed, at the discretion of the Chief of Police, to be a danger to the motoring public.
7. Upon suspension, revocation, or termination, Franchisee shall: (1) promptly discontinue all services, unless the notice specifically directs otherwise; (2) promptly deliver all reports, records and other documents and items to the City, as requested; and (3) promptly move any vehicle being held for evidence to another location as directed by the Police Department or make such vehicle available to be moved as directed by the Police Department.
8. Any such action taken or suffered by Franchisee under any insolvency of bankruptcy proceedings constitutes a breach of this Agreement, and all property, reports, records and items assigned by the City for safe care shall be released to the City as directed by the City Manager without giving the notice set forth in subsections 1 and 2 above.
9. Franchisee's obligations under this Agreement shall survive any suspension, revocation, or termination of this Agreement as to vehicles for which towing services have been provided pursuant to this Agreement.

## SECTION 4. LAWS AND REGULATIONS

- A. Franchisee shall keep fully informed of and comply with all City, county, state, and federal laws which in any manner affect Franchisee or those engaged or employed by Franchisee in performing the services to be rendered by Franchisee, including but not limited to those set forth in the General Proposal Provisions (Exhibit 1) and in Chapter 10.52 of the Gardena Municipal Code.
- B. Prohibition against Gifts. As set forth in California Vehicle Code Section 12110 and Gardena Municipal Code Section 10.52.090, no towing service may provide and no person or public entity may accept any direct or indirect commission, gift or any compensation whatsoever from a towing service in consideration or arranging or requesting the services of a tow car. As used in this section, "arranging" does not include the activities of employees or principals of a provider of towing services in responding to a request for towing services.
- C. Conflict of Interest. Franchisee understands that pursuant to Gardena Municipal Code Section 2.24.020(H) and 2.24.025(G) 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 the Agreement. No members, officer or employee of the City of Gardena or of a local public body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in the contract or the proceeds thereof. No member of, or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- D. Capping. The Franchisee shall not engage in any referral for compensation ("capping") activities with any individual or company.
- E. Drug-Free Workplace. The Franchisee represents by certification in Attachment F of that they comply with Government Code Section 8355 in matters relating to providing a drug-free workplace.
- F. Fair Employment Practices Act. Franchisee shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections 1410 et seq) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 2003-2217), whichever is more restrictive.
- G. Equal Employment Opportunity. Franchisee affirms by certification in Attachment G that it shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. Franchisee will ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Such policy of Franchisee shall apply, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- H. Employment of Aliens.

1. Franchisee warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).
  2. Franchisee 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. Franchisee shall retain such documentation for all covered employees for the period prescribed by law.
  3. Franchisee shall indemnify, defend, and hold harmless, the City, its officers and employees 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 the agreement.
- I. Americans with Disability Act (ADA). Franchisee shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA).

## **SECTION 5. PERMIT AND LICENSE REQUIREMENTS**

- A. Permits. Franchisee shall procure and obtain all permits, pay all charges and fees, and give all notices required by City, ordinances or other laws relating to the performance of the services to be performed by this Agreement.
- B. Licenses.
1. The Franchisee shall be required to show proof of possessing a current license during the past calendar year as an "Environmental Protection Agency (EPA) Generator" for the removal, storage and proper disposal of vehicle spill fluids up to a maximum of thirty (30) gallons of absorbed materials per incident. This license must be maintained during the Franchise period and shall be regulated by the Los Angeles County Fire Department Hazardous Materials Team.
  2. The Franchisee shall be required to show proof of possessing a valid business license to provide towing and vehicle storage within the corporate limits of the City of Gardena in 2019. This license must be maintained during the Franchise period; however the Franchisee will not be required to pay a fee for the business license in accordance with Gardena Municipal Code Section 10.52.070.
- C. Franchisee shall maintain, at its own expense, all necessary permits and licenses for the performance of this Agreement; shall give all necessary notices; and pay all fees and taxes as required by law and this Agreement.

## **SECTION 6. FRANCHISEE'S PERSONNEL**

- A. Customer Service Delivery.

1. Franchisee and its employees shall conduct themselves in a courteous, civil and friendly manner when dealing with City (its agents, officers and employees), the public, those persons whose property is under their control, and all other law enforcement agencies, communication agencies and their personnel.
2. All employees of Franchisee engaged in performing their duties under provisions of this Franchisee, shall take direction in performing such duties from the City.
3. All tow truck drivers and employees who interact with City staff or the public must be able to communicate effectively in the performance of their duties.

B. Licenses and Training.

1. All tow truck drivers must possess the proper State of California Driver's License required to operate all vehicles and equipment to be used in the performance of this Agreement and shall be thoroughly trained in the proper and safe use of such without direct supervision.

C. Background Examination.

1. All employees of Franchisee must be fingerprinted and photographed by the Police Department in order that a background check may be conducted on such individual either: within 45 days of execution of this Agreement; or for any employee hired subsequent to such period, prior to beginning work. All employees of the Franchisee shall reapply for a background check every three years. Cost of such shall be borne by Franchisee in an amount of the current fee set by Resolution of the City Council.
2. An employee of the Franchisee must notify the Chief of Police within ten (10) business days whenever a change occurs in the information the employee supplied in his/her background application.

D. Unfit to Perform Services.

1. Employees or prospective employees of the Franchisee deemed unfit to render services in connection with this Agreement shall not be employed, remain employed or be affiliated with Franchisee when notified by the Gardena Police Department. Franchisee shall not employ any person:
  - a. Who is under the age of 18 years;
  - b. Who is not legally eligible for employment in the United States;
  - c. Who, within a period of ten years immediately preceding submission of such application, has been convicted of a felony, in any state or federal court, or would constitute a felony if committed in the State of California; or convicted for any misdemeanor involving dishonesty or moral turpitude, unless the applicant was granted relief pursuant to Section 1203.4, 1203.4a, or 1203.45 of the Penal Code;
  - d. Who, within a period of five years immediately preceding such application, has been convicted of more than one of the following: reckless driving or any



provisions of the Alcoholic Beverage Control Act, California Penal Code, California Vehicle Code or any other code which is directly concerned with the operation of a motor vehicle while under the influence of an alcoholic beverage, or drug, or combination of alcohol and drug; or

e. Who does not hold a valid vehicle driver's license issued by the State of California Department of Motor Vehicles.

2. The Chief of Police may revoke the work permit of a person under the employment of the Franchisee for the commission of any act or violation of any condition which would have been grounds for the denial of a work permit.

3. Any person denied the right to be employed shall have the right to appeal to the City Manager.

E. Uniform and Identification Badge. All tow truck drivers must wear a distinctive uniform identifying Franchisee by inscription on said uniform; inscription shall include individual name identification of tow truck driver. Additionally, each employee of Franchisee shall at all times while acting within the scope of his employment have in his possession an identification badge in a form prescribed by the Chief of Police. Such badge shall be prepared by City and shall bear the name, identification number and photograph of the employee.

## **SECTION 7. TOWING SERVICE OPERATIONS**

### **A. General Requirements.**

1. Franchisee shall furnish all facilities, personnel, equipment and supplies necessary to provide towing, storage and other services required by this Agreement on a 24-hour day, seven (7) day week basis.

2. Franchisee shall maintain both its business office and storage facilities within the corporate limits of the City of Gardena and be fully operational as a towing and storage business. Franchisee has secured a lease of property at 1600 139<sup>th</sup> Street, Gardena California and is in the process of securing entitlements and installing improvements to meet the requirements of this subsection 2. Franchisee shall have until August 31, 2019 to satisfy these requirements and if Franchisee has not done so by that date, this Agreement may be suspended, revoked or terminated pursuant to Section 3(C)(6) of this Agreement. A transfer of location shall occur only with written permission and all necessary approvals from City, and must be within five (5) miles of Gardena City Hall. If a transfer location is utilized, residents shall only retrieve their vehicles from the Gardena location.

3. Franchisee shall cooperate with the public, City, owners of property under their control and other law enforcement and communication agencies in providing the services required by this Agreement. The determination of cooperation by Franchisee shall be established by the Chief of Police.

4. All real property and improvements thereon, and all vehicle facilities, equipment, and materials used by Franchisee shall be subject to periodic inspections by City

representatives, without notice. City may enter Franchisee's premises at any time during business hours to conduct such inspection. Nothing herein prevents the City from entering during non-business hours as otherwise authorized by law.

**B. Hours of Operation.**

1. Franchisee must have on duty at the place of business, or on call, at least one (1) employee who must be capable of providing any of the services required.
2. The Franchisee must provide 24-hour service for towing and storage. Business hours for release of vehicles and property shall be Monday through Friday, 8:00 a.m. to 6:00 p.m., Saturday, 8:00 a.m. to 5:00 p.m., and Sunday, 9:00 a.m. to 1:00 p.m.
3. When, in the opinion of the Police Department, unusual or emergency circumstances warrant the release of an impounded vehicle or items from an impounded vehicle during non-business hours, the Franchisee must provide personnel for such emergency release or releases at no additional cost.

**C. Manner of Performing Towing Service Duties.**

1. It will be the duty of the Franchisee when so directed by the City, to provide prompt tow services for vehicles taken into custody by the Police Department either because of an accident or disabled by other causes, or abandoned in public places or on private property, impounded for evidence, impeding the flows of traffic, or which for any other reason are within the jurisdiction of the City.
2. Franchisee shall perform its duties in a professional, ethical, courteous, orderly and cooperative manner.
3. All vehicles towed must be towed in compliance with the manufacturer's recommendation for tow as specified in the most recent edition of the American Automobile Association Towing Manual.
4. In each instance in which a vehicle is towed, Franchisee shall remove from the street all debris resulting from the related accident and clean the immediate area of such street, leaving the area in "broom-clean" condition.
5. Franchisee shall be required to complete proper reports and to notify the Police Department on all private property impounds and storage of vehicles.
6. Except for private tows, Franchisee shall not remove any vehicle without first being instructed to do so by an authorized City employee or agent.
7. Except for private tows, the Franchisee shall not remove any abandoned vehicle without first being instructed to do so by an authorized officer.

8. If the Franchisee notes the vehicle to be towed was involved in any damage to City property, such as knockdown of lighting standard, then notification to the Police Department as to location, nature of damage and identification of vehicle must be made prior to removal of the vehicle from the scene.

## SECTION 8. RESPONSE TIMES

### A. Maximum Response Times.

1. After receipt of a request to respond, the response time for arrival shall not exceed the maximum response time established for the class of vehicle (as established by the California Highway Patrol) being towed:

Vehicle Class	Class A	Class B	Class C	Class D
Max. Response Time Day or Night	15 Min.	30 Min.	45 Min.	45 Min.

2. Franchisee shall notify the Police Communications Center when a tow unit cannot respond immediately and shall give the reason and estimated time of arrival.
3. In the event of an additional delay, Franchisee shall promptly notify the Police Communications Center and give the next estimated time of arrival.
4. If Franchisee indicates he is unable to respond within the maximum response time allowed, or the estimated time of arrival is not satisfactory or his actual time is unsatisfactory, the Police Department may elect to call another towing service provider. When a vehicle is towed by an alternate service provider and storage is needed, the vehicle will be stored at the Franchisee's facilities. The Franchisee will be responsible for payment of the towing services fee charged by the alternate tow provider.

### B. Restoring Traffic Movement.

1. In the event Franchisee receives an additional call to remove a disabled vehicle that is interrupting traffic flow while he is processing an earlier call, he shall clear the vehicle specified in the earliest call sufficiently to restore normal and safe traffic movement; secure it from theft, damage, or loss; and immediately proceed to the site specified in the additional call; or shall cause a second tow truck to be dispatched to the second site.
2. All disabled vehicles deposited or parked by Franchisee shall be towed to storage at the earliest opportunity after Franchisee has complied with the above provisions for restoring traffic movement at all specified sites.

## SECTION 9. TOWING EQUIPMENT REQUIREMENTS

- A. Tow Trucks. Franchisee must own or exclusively lease not less than five (5) tow trucks that will be based at Franchisee's principal place or places of business within the corporate

limits of the City of Gardena and will be available to perform said towing. All minimum required tow trucks must be available for primary response to the City.

1. Each tow truck must be maintained in compliance with all local, state and federal requirements for vehicle safety, licensing and appearance, including but not limited to, the provisions of the California Vehicle Code, including but not limited to Sections 615, 24605, 24609, 25100, 25253, 25300, 25351, 27700 and 27907. The City reserves the right to refuse to allow Franchisee to provide service if equipment is found to be in non-compliance.
  2. Each tow truck must have an original manufacturer's standard rating of at least one ton, and be equipped with dual rear wheels. Converted pick up trucks are not acceptable.
  3. Each tow truck must be equipped with bolt cutters and a cable winch of sufficient size and capacity to retrieve vehicles, which have gone over embankments or off traveled portions of roadways into inundated areas or other inaccessible locations.
  4. Of the five trucks, Franchisee must have at least two (2) flat bed tow trucks available to respond on a 24-hour basis. The flat bed truck must be a minimum of one ton manufacturing GBW rating of 14,500 lbs.
- B. Heavy-Duty Tow Truck. In addition to the five trucks specified above, Franchisee must also have at least two (2) heavy-duty tow trucks available with trained personnel to operate said vehicle. One (1) shall be a three axle heavy duty tow truck available to respond to the City within 45 minutes that is equipped with an extendable recovery boom of at least 25-ton; and one (1) tractor with heavy-duty tilt bed trailer capable of transporting 40 foot transit bus of at least 25-ton available to respond within 90 minutes as far north as 1st and Los Angeles Street downtown Los Angeles; as far south as Pacific Coast Highway and Normandie Ave. in Harbor City; as far west as Aviation Blvd. and El Segundo Blvd. in the City of El Segundo; and as far east as Alameda Ave. and Compton Blvd. in the City of Compton. Unless special request is made for alternate drop-off, buses will be transported to City of Gardena Transportation Maintenance Facility located at 13999 S. Western Ave. GTrans employees will not provide assistance with loading or unloading transported buses. Seating for bus operator must be available in cab of transport vehicle. Heavy towing shall not be subcontracted without prior written permission of City and Franchisee shall be liable for all charges. Any charges that exceed the limits of this Agreement shall be borne by Franchisee and shall not be passed on to the vehicle owner or City. Any vehicle towed by a subcontractor shall be stored at the Franchisee's facilities.
- C. Each tow truck must display the following words on each side of the vehicle in a readable and identifiable manner. "AUTHORIZED POLICE TOWING, CITY OF GARDENA UNIT NO. \_\_\_\_\_", such lettering must be of block style print and must be in accordance with the requirements of the California Vehicle Code.
- D. The Franchisee, at the Franchisee's expense, must install and maintain at all times during the term of this Agreement, all necessary equipment for radio transmission and reception contact with each tow truck and must comply with all FCC Regulations and Requirements.

- E. Evidence of all required licenses and inspection certifications as required by City, as well as registration and insurance information shall be maintained in each tow truck.

## **SECTION 10. STORAGE REQUIREMENTS**

- A. Franchisee shall provide impound and other storage service for all vehicles as directed by the City.
- B. Franchisee shall be solely responsible for all vehicles stored or impounded on its premises, together with all accessories and equipment thereon and all personal property therein. It shall be Franchisee's duty to protect such stored or impounded vehicles, accessories, equipment and property against all loss or damage by fire, theft or other causes.
- C. The storage facilities must provide no less than 100 vehicle parking spaces for City related storage needs. The vehicles shall be parked in such a manner as to provide accessibility and to prevent damage.
- D. The Storage facilities shall comply with all City fire, zoning and building codes, as well as licensing and permit requirements.
- E. Vehicles stored or impounded shall be systematically spaced to provide easy access and spacing adequate to prevent damage. Vehicles that, in the opinion of the Police Department, need to be moved to facilitate inspection or prevent damage shall be promptly moved without charge by Franchisee.
- F. In the event of loss or damage to a stored vehicle, its accessories, or personal property contained therein, the Franchisee must make reasonable restitution to owner of such property for all losses or damage for which the Franchisee is legally liable.
  - 1. Any article removed for any reason must be properly identified and accounted for.
  - 2. Personal property in vehicles stored by the Franchisee must not be disposed of to defray any charges for towing or storage of the vehicle. If personal property stored within the vehicle is not recovered by the owner or legal representative, it must be disposed of in accordance with California Civil Code requirements.

## **SECTION 11. STORAGE FACILITIES-SECURITY and SAFETY**

- A. All vehicles shall be stored in a building or in an area or areas that are secure and enclosed by a substantial masonry wall or walls or other City approved enclosure. The enclosure shall be at least eight (8) feet in height and shall completely screen the storage yard from public view. All walls shall be of a single color and in a material compatible with the neighborhood.
- B. There shall be one or more gates, equipped with adequate security locks. Gates shall be of adequate size to permit ingress and egress of a three-axle heavy-duty towing vehicle and its load. The gate shall be the same height as the surrounding enclosure and shall also completely screen the storage yard from public view.

- C. Any damage to any wall or fence must be repaired within twenty-four (24) hours to ensure proper protection to stored vehicles.
- D. The entire storage facility must be illuminated to such a degree that normal and reasonable visual observation of the area may be made during hours of darkness.
- E. The lot or lots used for storage shall be located or constructed in such a way that all vehicles impounded or stored shall be secured either within a building or shall be concealed from the view of adjoining property when viewed from the street or ground level.
- F. The lots or lots used for storage of impounded vehicles shall be equipped with a video surveillance system for security purposes 24 hours per day, seven days per week. The video recordings shall be in a digital format and retained for a minimum of sixty (60) days and made available within 48 hours upon request of the Gardena Police Department. The digital video recording format shall be non-proprietary and capable of being viewed and copied without technical skills or specialized DVD equipment and software. The surveillance system shall be approved by the City on June 1, 2019 and be operational by the Franchisee on July 1, 2019.

## **SECTION 12. SPECIAL FACILITIES-EVIDENCE STORAGE**

- A. The Franchisee must maintain at Franchisee's expense, separate and enclosed garage facilities suitable for the storage and easy inspection of at least eight (8) full size vehicles ordered impounded by the Police Department for involvement in the commission of crimes or for other reasons.
- B. The vehicles stored in enclosed garage facilities shall be systematically spaced on a flat surface to provide 360 degree access and sufficient spacing to facilitate inspection by an investigating officer without moving or touching the vehicle(s).
- C. The enclosed storage facility must be illuminated to such a degree that normal and reasonable visual observation of the area may be made during hours of darkness.
- D. The Police Chief or his designee will have sole access to such separate facility.
- E. The Franchisee must protect said vehicles from dirt, moisture or other substance that may impair the lifting of fingerprints.
- F. The enclosed facility for police evidence storage will also be equipped with a digital video surveillance system for security purposes 24 hours per day, seven days per week as described in Section 11.F. The digital video recordings shall be maintained for one (1) year and be made available to the Gardena Police Department within 48 hours of notification.
- G. Enclosed structures must conform to applicable zoning, building and fire codes.

## **SECTION 13. MAINTENANCE OF EQUIPMENT AND FACILITIES**

- A. Franchisee shall maintain in a neat and clean manner and in good condition all real property and improvements thereon and all vehicles, facilities, equipment and materials.



- B. All property shall be maintained at all times so that it is in compliance with City codes and this Agreement.
- C. Graffiti on property or equipment shall be removed within twenty-four (24) hours.

#### **SECTION 14. RELEASE OF IMPOUNDED VEHICLES**

- A. A vehicle impounded or stored by order of the Police Department, or any personal property within such vehicle, must have a **written** release from the Police Department that must be presented at the time of release of the vehicle or property.
- B. No repair work shall be performed on any impounded vehicle.
- C. In the event the City errs on impound notification, said vehicle must be released by Franchisee without charge to City or other persons over and above the charges that would have been levied if proper notification (3 calendar days) had been made. The owner of the vehicle will be responsible for any storage fees over and above the period of time deemed necessary for appropriate notification.

#### **SECTION 15. FEES and CHARGES**

##### A. Posting and Collecting Fees.

1. All fees and charges must be conspicuously posted in the Franchisee's office or other area viewable by the public. Such posting shall be no smaller than two feet square in size.
2. The fees for towing and storage shall apply on Saturdays, Sundays and holidays.
3. The Franchisee shall accept a valid bank credit card for payment of charges incurred. No additional charges shall be imposed for use of a credit card.
4. At the time of release, the vehicle owner or his agent shall be provided an itemized receipt and a pre-printed schedule of authorized rates and charges.
5. Franchisee shall not make any demands on the vehicle owner or driver for a sum in excess of the fees established by the Franchise Agreement.

- B. Errors. In the event the City determines that any vehicle was towed or impounded due to error, no money shall be owing to Franchisee. If the charges have already been paid, Franchisee shall reimburse the City or the vehicle owner as directed by the Chief of Police.

##### C. Towing and Services Fee Schedule.

<b>TOWING and SERVICES FEES</b>	
PASSENGER VEHICLES: <i>City ordered tow charges for passenger type vehicles, trailers and pick-up trucks up to and including 1-ton capacity or motorcycles</i>	\$160.00

TRUCKS or TRAILERS: <i>City ordered tow charges for trucks or trailers from 1 to 3-ton capacity</i>	\$235.00
LARGE TRUCKS or TRAILERS: <i>City ordered tow charges for trucks or trailers exceeding 3-ton capacity</i>	\$280.00
ADDITIONAL CHARGES: <i>Hourly labor charge for service calls, such as: jump start, gas, lock-out, removal of major components or parts. Nothing herein authorizes a labor charge for towing a vehicle out of the towing yard.</i>	\$160.00
AUXILIARY EQUIPMENT: <i>Hourly charge for use of a dolly, flat bed truck, airbags, tow charge converter gear, additional trailers, etc., as necessary or requested</i>	\$30.00/HR, 3 HR Min.
NON-BUSINESS HOURS RELEASE: <i>Regular business hours for release shall be 8:00 a.m. to 6:00 p.m., Monday through Friday, 8:00 a.m. to 5:00 p.m. on Saturdays, and 9:00 a.m. to 1:00 p.m. on Sundays, except legal holidays. Nothing herein shall limit the hours in which other towing operations may take place.</i>	½ tow fee
CITY OWNED; HEAVY DUTY TOW (Flat Fee)	\$60.00
CITY OWNED: OVER 15 MILES FROM CITY HALL (Cost per Mile)	\$1.00 per mile

#### D. Computing Towing Fees.

1. The towing fee shall be for each tow truck per call, per vehicle.
2. The towing fee shall include services of the driver of the tow truck and any other required personnel.
3. The towing fee shall include cleaning up and clearing of the accident site or other area as required.
4. Regardless of the class of the tow truck used, charges shall be based on the class of vehicle towed or serviced, except when vehicle recovery operations require a larger truck.
5. The charges for towing shall be computed from portal to portal from Franchisee's place of business. The time expended for towing up to the first hour shall be charged at a flat rate, not to exceed the hourly rate. Time expended in excess of one hour shall be at the hourly rate and shall be charged in 15-minute increments. All excess time shall be documented on the towing bill, indicating the time of the call and the completion time. These times are required to justify any additional charges.
6. A Gardena resident whose passenger vehicle, truck or trailer (other than a large truck or trailer) has been towed and/or impounded for other than a criminal offense or infraction for which a citation was issued, shall pay one-half the towing fee set forth.
7. Franchisee shall not charge a towing or "drop off" fee to any person acting in the capacity of, including but not limited to, a towing firm, insurance company, or



repossession agent for the service of transporting a vehicle from the storage facility to the public street.

8. Whenever a vehicle owner returns to a vehicle that is in "possession" of Franchisee (i.e., once recovery or load salvage operations have begun), the owner may regain possession of the vehicle from Franchisee if the owner pays Franchisee the towing charges, provided there is no legal authority under which to impound or store the vehicle. There shall be no towing charges imposed if the vehicle is ordered released prior to the start of recovery or load salvage operations.
9. Secondary Equipment. Any secondary towing equipment requested by the customer may be negotiated by Franchisee in accordance with its private business practices. However, Franchisee, or its tow truck driver, shall inform the customer if there is any difference in the rate for the secondary towing service, and provide a general verbal estimate of what the final cost will be. Secondary towing equipment is defined as any equipment used to tow the vehicle other than that which is recommended in the then current American Automobile Association Towing and Service Manual.
10. Towing for Investigation. If a vehicle is towed to another location for investigation and then returned to Franchisee, the vehicle owner shall be charged only the original tow fee. No additional fee shall be charged to the City.
11. City-Owned Vehicles. During the tenure of this Agreement, the Franchisee shall provide tow services for City-owned vehicles at no charge, within a fifteen (15) mile radius of Gardena City Hall. This provision does not apply to City buses or any other vehicle that requires a heavy-duty tow truck; the City shall pay for such tows in accordance with the fees set forth in Section 15.C. City shall also pay mileage at the fee set forth in Section 15.C. for anything over fifteen (15) miles from City Hall.

E. Storage Charges. Storage fees shall be based on the following daily rates:

STORAGE CHARGES	
	Daily Rate
Motorcycle	\$25.00
Passenger-type car, van, and truck trailer under 1 ton	\$55.00
Truck or van, 1 ton to 3 tons	\$65.00
Truck, over 3 tons	\$65.00
Major component/part	\$65.00
Inside Vehicle Storage; $\frac{3}{4}$ ton and Under	\$70.00

F. Computing Storage Charges.

1. When a release request is made within the first hour of storage, the storage fee shall be waived.

2. When a release request is made within the second hour of storage, the storage fee shall be one-half of the regular fee.
3. Any release request after the second hour of storage shall be charged at the daily rate. A vehicle must be stored for more than 24 hours before a second day's storage may be charged.
4. Vehicles impounded or held as evidence will be exempt from storage fees only while being held by the City. Storage fees may be assessed for vehicles held for evidence, commencing the day after authorization for release by the Gardena Police Department, with a minimum time period of 24 hours storage before any storage fees may be accrued.
5. A Gardena resident whose passenger vehicle, truck or trailer (other than a large truck or trailer) has been towed and/or impounded for other than a criminal offense or infraction for which a citation was issued, shall not be charged for storage for the first 24 hours that the vehicle is stored.
6. The owner of a vehicle ordered to be stored or impounded who appears on the scene after Franchisee has been called and requests immediate release of his vehicle, shall have his vehicle immediately released, provided that there is no legal authority under which to impound or store the vehicle. Refer to applicable towing charges identified in Section 15.D.8. when recovery or load salvage operations have begun.

G. Lien Sale Processing Fee. The lien holder (Franchisee) may charge a fee for lien-sale preparations in accordance with the provisions of Vehicle Code section 22851.12, as the same may be amended from time to time. This section currently states:

*[The lien holder may charge a fee for lien-sale preparations not to exceed seventy dollars (\$70.00) in the case of a vehicle having a value determined to be four thousand dollars (\$4,000.00) or less and not to exceed one hundred dollars (\$100.00) in the case of a vehicle having a value determined to be greater than four thousand dollars (\$4,000.00), from any person who redeems the vehicle prior to disposal or is sold through a lien-sale pursuant to [the California Vehicle Code]. These charges may commence and become part of the possessory lien when the lien holder requests the names and addresses of all persons having an interest in the vehicle from the Department [of Motor Vehicles]. Not more than 50 percent of the allowable fee may be charged until the lien-sale notifications are mailed to all interested parties and the lien holder or the registration service agent has possession of the required lien processing documents. This charge shall not be made in the case of any vehicle redeemed prior to 72 hours from the initial storage.]*

H. Liability of City to Franchisee for Fees or Costs.

1. City shall not be liable to pay Franchisee, its officers, agents, representatives or employees any charge or other fee for a call which does not result in a chargeable service being rendered by Franchisee.

2. City shall not be liable to Franchisee for any costs incurred by Franchisee that are not paid.

## **SECTION 16. RATE INCREASES**

- A. The towing and storage fee schedules set forth in Section 15 shall be in effect for the duration of the Agreement, unless an increase is granted.
- B. Petition for Rate Increase. Upon petition of Franchisee for a rate increase, the Chief of Police will evaluate the performance of the services being provided, rates imposed under agreements with other public agencies for similar services, the cost of services and such other information as the Chief determines to be relevant and make a recommendation to the City Council, which shall make the final decision on the petition.
- C. The petition shall be in the format prescribed by the Chief of Police and shall include documentation that thoroughly depicts the need of the increase.
- D. Nothing contained herein shall obligate City to grant any rate increase.

## **SECTION 17. PAYMENTS TO CITY**

### **A. Recovery of City's Administrative Fee.**

1. The Franchisee shall collect the City's administrative fee, on behalf of the City, in the prescribed amount established by Resolution of the City Council. The fee shall be imposed on the registered owner or agent(s) of the owner in accordance with Vehicle Code section 22850.5 and Gardena Municipal Code section 10.52.080. This fee is in addition to the fees authorized by this Agreement for the towing and storage of vehicles.
2. The Franchisee must remit the collected fees on or before the 5th calendar day of each month. Payment must be made by check, payable to the City of Gardena. The payment must be accompanied by a statement indicating the number of towing incidents applied to compute the total fee remitted.
3. The administrative fee will **not** be imposed on the registered owner or agent(s) of the owner under the following conditions:
  - a. A vehicle which had been reported stolen, and was recovered by the Gardena Police Department and stored solely for such reason;
  - b. A vehicle determined by the Gardena Police Department to be improperly impounded or stored; or
  - c. A vehicle impounded as evidence in a criminal investigation and the owner/agent is a victim.

- B. Franchise Fee. The franchise fee shall consist of an annual fee to be paid in quarterly installments.

1. *Annual Fee.* The annual fee of \$60,000.00 shall be due and payable to the City in equal quarterly payments of \$15,000.00. Commencing with July 1, 2019, the payments shall be due and payable on or before July 1st, October 1st, January 1st, and April 1st of each year the Agreement is in effect. The franchise fee covers the costs associated with administrative investigations, contract administration, and handling of citizen inquiries and appeals. The Franchise fee will increase each year, starting in July, equal to the percentage increase in the Consumer Price Index (CPI), but not to exceed 3%.
  2. *Inspection Fee.* Additionally, Franchisee may be required to pay a fee for the cost of inspecting Franchisee's vehicles and facilities if an independent inspection is required by the City of Gardena. Said fee shall be based on the actual cost to the City of such inspection, but in no event shall the fee exceed \$1369. Said fee shall be due and payable to the CITY within fifteen (15) days from the date of the City's itemized invoice. City inspections shall not take place more than once a year.
- C. A late charge equal to 5% of the franchise fee shall be levied on all payments 6-60 days past due and 10% 61 days or more past due.

## **8. RECORDS, REPORTS, AUDITS and INSPECTIONS**

### **A. Records.**

1. Franchisee shall keep at its principal place of business complete and accurate records of all vehicles towed, impounded, or stored as a result of this Agreement and the amount of charges on each vehicle. Franchisee shall also keep at its principal place of business, complete and accurate records of all vehicles lien-sales that were impounded or stored pursuant to this Agreement.
2. The record system shall be adequate to enable Franchisee to locate the vehicle and/or provide written report of storage or tow by:
  - a. DR number only;
  - b. License number only; and
  - c. Make, model, color, date, or location of impound or storage.
3. Records shall consist of, but are not limited to, the following forms:
  - a. Vehicle Impound Report, CHP Form 180 (made available by the City);
  - b. Copies of registered letters to vehicle owners;
  - c. Charge sheets that list tow, labor and storage rate charges and administrative fees levied against each individual vehicle. Charge sheets must contain the vehicle owner's or owner's legal representative's signature, be of a design approved by the Gardena Police Department and be available for periodic data collection;
  - d. Inventory list of personal property disposed of in any manner;



- e. Records of vehicles sold under authority of Civil Code Section 3074 (over \$4,000 value); and
  - f. Records of vehicles sold under authority of Civil Code Section 3072 (under \$4,000 value).
- 4. Records shall be maintained by the date of impound or storage for a period of at least three (3) years.
  - 5. Franchisee shall provide the City remote computer access to the towing and storage database with "read-only/query only" privileges at no additional cost to the City. The method of remote access shall be in a manner approved by the Chief of Police or his designee on April 23, 2019 and Franchisee shall be in compliance by July 1, 2019.

**B. Reports.**

- 1. Each Franchisee shall provide reports to the Chief of Police by the fifth (5th) day of each month. Said reports shall include, but not be limited to, the following and shall be limited to vehicles impounded or stored by City:
  - a. Total number of calls;
  - b. Location of calls;
  - c. Total number of vehicles impounded or stored;
  - d. DR Number;
  - e. License number, make and model of vehicle;
  - f. Date of release;
  - g. Person or firm to whom released;
  - h. Charges imposed and proceeds received; and
  - i. Total number of vehicles disposed of via lien sale from any car impounded or stored by authority of the City to include total price and net price (if applicable) the Franchisee received for each vehicle disposed of by lien sale.
- 2. Reports shall be signed by the owner or officer of the Franchise and shall contain a statement to be signed under penalty of perjury that the report is true and correct.
- 3. Reports shall be submitted in hard copy and on CD/DVD in Microsoft Excel 2016 format.

**C. Audits and Inspections.**

- 1. City may require, at any time, an audit of Franchisee's books and records. Any inaccuracies found in the revenues or reports given to City shall be adjusted accordingly. Additionally, if such audit shall disclose an inaccuracy of greater than two percent error with respect to the quarterly franchise and administrative fees due City for the period of such audit, the cost thereof shall be paid to City by Franchisee; otherwise, the cost of such audit shall be borne by City. Records must be available for audit by the City upon demand.

2. Nothing herein shall limit City's right to inspect or audit the books, records and accounts of Franchisee at any time.
3. All required reports and records shall be furnished at the sole expense of Franchisee. Franchisee shall submit all reports and information required on CD/DVD, or by e-mail, in a Microsoft Excel 2016 file format, at no additional charge, when requested by City.

## **SECTION 19. ADVERTISING/USE OF CITY IDENTIFICATIONS**

Except as specified in Section 9.C, Franchisee shall not, without the express written consent of City, display or use any signs, logos, or advertise in any way that Franchisee is an official towing service for the City.

## **SECTION 20. HOLD HARMLESS**

- A. Franchisee shall defend, indemnify and hold City, its elective and appointive officers, agents, employees and volunteers harmless from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever, including but not limited to death or injury to any person and injury to any property arising from Franchisee's (or Franchisee's subcontractor(s), if any) performance of the Agreement or Franchisee's omission to perform where performance is required by the Agreement.
- B. City shall not waive any rights against Franchisee acquired pursuant to the hold harmless provisions by any acceptance or deposit by Franchisee of insurance policies.
- C. The provisions set forth in subsection A above shall apply to all damages and claims for damages of any kind suffered, or alleged to have been suffered, by reason of any performance by Franchisee regardless of whether or not any insurance policies have been determined to be applicable to the claim.

## **SECTION 21. WAIVER**

Failure of the City to insist, in any one or more instances, upon the performance of any of the terms, covenants, provisions or conditions of this Agreement, or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, provision, or condition or the future exercise of such right, but the obligation of the Franchisee with respect to such future performance shall continue in full force and effect. No waiver shall be binding, unless executed in writing by the party making the waiver.

## **SECTION 22. INSURANCE REQUIREMENTS**

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

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

- B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-VII, unless otherwise approved by City.
- C. Coverage, Limits and Policy Requirements. Franchisee shall maintain the types of coverage and limits no less than indicated below:
1. *Commercial General Liability Insurance* - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than 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, death and property damage liability shall be no less than two million dollars (\$2,000,000.00) per occurrence.
  3. *Garage Keeper's Legal Liability Insurance* - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0005 with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000) per occurrence.
  4. *On-hook Insurance* - Minimum limits of \$25,000/\$50,000/\$100,000.
  5. *Policy Requirements.* The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:
    - a. ***"The City, its appointed and elected officials, employees, representatives, and volunteers" shall be named as additional insured.***
    - b. The Franchisee's 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"***.
    - c. For any claims with respect to the Services covered by the Agreement, Franchisee's insurance coverage shall be primary insurance as respects City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its elected and appointed officers, employees, agents and volunteers shall be excess of Franchisee's insurance and shall not contribute with it.



- d. Coverage shall state that the Franchisee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. *Worker's Compensation and Employer's Liability Insurance* – a policy that 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: Worker's Compensation - statutory limits; Employer's Liability - 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.

D. Additional Requirements.

1. The procuring of such required policies of insurance shall not be construed to limit Franchisee's liability hereunder or to fulfill the indemnification provisions and requirements of the Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Franchisee in writing of changes in the insurance requirements. If Franchisee does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Franchisee shall be deemed in default hereunder.
2. *Deductibles.* Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Franchisee); or Franchisee shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.
3. *Verification of Compliance.* Franchisee shall furnish City 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, Franchisee 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. Franchisee shall provide full copies of any requested policies to CITY within three (3) days of any such request by City.
4. *Termination for Lack of Coverage.* If Franchisee, for any reason, fails to have in place, at all times during the term of the Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Franchisee's expense and/or terminate the Agreement.

## SECTION 23. SECURITY

- A. Franchisee shall not commence work under this Agreement until Franchisee has obtained all security required under this Section and such security has been approved by City as to form, amount and carrier.
- B. Franchisee shall maintain in full force and effect during the term of this Agreement a performance bond or cash deposit in the amount of thirty thousand dollars (\$30,000), a certificate regarding worker's compensation, liability insurance certificates, proof of valid business license and any other documents required by this Agreement.
- C. The surety shall be admitted to do business in California, listed with the State of California Department of Insurance. (No surplus list surety will be accepted.) The surety provided shall comply with all requirements of State law. (Code of Civil Procedure § 995.311.)
- D. If during this Agreement any of the sureties upon the bonds are or become insufficient in the opinion of the City, City may require additional sufficient sureties which Franchisee shall furnish to City's satisfaction within 15 calendar days after written notice and failure to do so shall be considered a default by Franchisee allowing the Agreement to be suspended at the work completed as provided for in this Agreement.

## SECTION 24. NOTICES

### A. Notice Upon City.

Whenever it is necessary for Franchisee to serve notice to City respecting the provision of the Agreement, Franchisee shall submit such notice in writing to:

Chief of Police  
City of Gardena  
1718 West 162<sup>nd</sup> Street  
Gardena, California 90247

Telephone: (310) 217-9600  
FAX: (310) 217-9638

### B. Notice Upon Franchisee.

Whenever it is necessary for City to serve notice to Franchisee respecting the Agreement, City shall submit such notice in writing to:

Name: RSD Tow, Inc.  
DBA: US Tow – Hawthorne  
Address: 13041 Cerise Avenue  
Hawthorne, CA 90250  
Attn: Rajpal Dhillon  
Telephone: (310) 970-7100  
FAX: (310) 970-9585  
E-Mail: [raj@ustowhawthorne.com](mailto:raj@ustowhawthorne.com)

- C. Notice Effective. Notice shall be deemed served upon personal delivery or three (3) days after deposit in the United States Mail. Notices served by facsimile shall also be sent by regular mail.

## SECTION 25. ATTORNEY'S FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs and necessary disbursements, in addition to any other relief to which it may be entitled.

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

"FRANCHISEE"

**RSD Tow, Inc**  
DBA: U.S. Tow – Hawthorne

By:   
Rajpal Dhillon, CEO & President

"CITY"

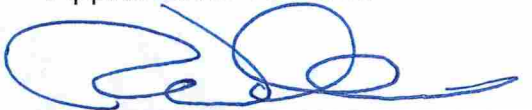
**CITY OF GARDENA**

By: \_\_\_\_\_  
Tasha Cerda, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved As To Form:

  
\_\_\_\_\_  
City Attorney



# City of Gardena City Council Meeting

Agenda Item No.: 8. C (2)

Department: Elected & Administrative Offices

Meeting Date: April 23, 2019

Resolution No. 6376

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6376, SETTING THE AMOUNTS AND SIGNATURES REQUIRED ON WARRANTS ISSUED BY THE CITY OF GARDENA AND REPEALING RESOLUTION NO. 4001

### COUNCIL ACTION REQUIRED:

Adopt Resolution No. 6376  
Repeal Resolution No. 4001

### Action Taken

### STAFF SUMMARY AND RECOMMENDATION:

In order to assess the efficiencies of current fiscal policies, the staff of Administrative Services in conjunction with the City Treasurers Office performed an internal review of Account Payable policies and procedures.

In reviewing the City's current process, it was determined that the practice of obtaining "wet signatures" for checks of \$10,000 or over was onerous and outdated. In order to verify this finding, a survey of eight South Bay cities was conducted to ascertain their check signatory policies. Seven of the eight cities that were polled reported that all signatures were of a facsimile nature – only one city, City of Carson, required a "live signature" of the treasurer for all checks. Results are detailed in the table below:

City	Over \$10,000	Under \$10,000	Signatories
Redondo Beach	Facsimile	Facsimile	City Clerk & Mayor
Torrance	Facsimile	Facsimile	Mayor, Finance Director & Treasurer
Inglewood	Facsimile	Facsimile	Mayor, CFO & Treasurer
Carson	Facsimile & Live	Facsimile & Live	Mayor & Director of Finance (facsimile) & Treasurer signs (live) all checks
El Segundo	Facsimile	Facsimile	Mayor, Finance Director & Treasurer
Hermosa Beach	Facsimile	Facsimile	Mayor, Finance Director & Treasurer
Lomita	Facsimile	Facsimile	CM & Admin Services Director
Hawthorne	Facsimile	Facsimile	Treasurer & Finance Director
Gardena	Live/wet signatures	Facsimile	Mayor, CM & Treasurer

In order to streamline procedures and update the City's current policy to current standard practice, it is therefore recommended that the practice of "wet signatures" on checks of \$10,000 or more be increased to checks of \$35,000 or more.

To assure checks and balances, and to keep the City Council informed of large purchases, a report of warrants in excess of \$10,000 will be provided to Council prior to each City Council meeting.

This change in policy will bring the City's policy up to date with current practices while the City maintains the level of transparency required with the disbursement of public funds.

### FINANCIAL IMPACT/COST:

N/A

### ATTACHMENTS:

Resolution No. 6376

Submitted by Edward Medrano, Edward Medrano, City Manager Date 4/23/19



**RESOLUTION NO. 6376**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA  
SETTING THE AMOUNTS AND SIGNATURES REQUIRED ON WARRANTS ISSUED BY  
THE CITY OF GARDENA AND REPEALING RESOLUTION NO. 4001**

WHEREAS, Resolution No. 4001, adopted by the City Council on June 28, 1988, required certain changes in order to streamline procedures and update The City's current policy to current standard practice.

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

SECTION 1. That the following signatures shall be required for warrants issued by the City of Gardena

- A. \$35,000 and over – Manual signature of the Mayor or Councilmember, the City Treasurer or Deputy City Treasurer, and the City Manager or Assistant City Manager.
- B. Under \$35,000 – Facsimile signature of the Mayor, City Treasurer or Deputy City Treasurer, and the City Manager or Assistant City Manager.
- C. Payroll Account Checks – Manual or facsimile signature of the City Treasurer or the Deputy City Treasurer.

SECTION 2. Resolution No. 4001 is hereby repealed.

SECTION 3. That this Resolution shall be effective April 23, 2019.

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

Passed, approved, and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

\_\_\_\_\_  
TASHA CERDA, Mayor

APPROVED AS TO FORM:



\_\_\_\_\_  
PETER L. WALLIN, City Attorney



# City of Gardena City Council Meeting

Agenda Item No. 8. F. (1)

Department: Recreation & Human  
Services

Meeting Date: 04/23/2019

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: PUBLIC HEARING: APPROVAL OF RELOCATION PLAN FOR PRIMM POOL  
EXPANSION

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
<ul style="list-style-type: none"><li>Conduct a Public Hearing and approve the Relocation Plan</li></ul>	
<p><u>STAFF SUMMARY:</u></p> <p>The City acquired the property located at 16004 Harvard Avenue, Gardena using Recreation Park in-lieu funds with the intent to expand its recreational opportunities at the Primm Pool site.</p> <p>The City of Gardena has retained Overland, Pacific &amp; Cutler, LLC (OPC), a multi-lingual consulting firm, to prepare a Relocation Plan and provide relocation assistance services to the tenants of the four households on the property. OPC staff was successful in conducting individual interviews with the four households in late February 2019. Inquiries made concerned household size and composition, income, monthly rent, length of occupancy, ethnicity, home language, physical disabilities, special relocation needs, and replacement housing preferences.</p> <p>In accordance with the draft plan, assistance in finding a replacement location and monetary payments to cover the costs and increased expenses of relocation will be provided. No occupant will be displaced until after receiving at least 90-day notice nor until decent, safe, sanitary and affordable relocation housing is available and ready for occupancy. Forty-two months of rent differential assistance will be provided to the households to ensure affordability.</p> <p>Benefits will be paid to the tenants upon submission of required claim forms and documentation in accordance with the City's normal administrative procedures. The City will process advance payment request to mitigate hardships for tenants who do not have access to sufficient funds to pay move-in costs such as first month's rent and/or security deposits. Approved requests will be processed expeditiously to help avoid the loss of desirable, appropriate replacement housing.</p> <p>If the project is implemented, and circumstances arise that should change either the number of residential occupants and/or the amount of relocation benefits' entitlements estimated, the City will authorize any additional funds that may need to be appropriated. The City pledges to appropriate the funds necessary to ensure the successful completion of the Project to meet its obligation under the relocation regulations.</p> <p>State law requires that, prior to relocation of the existing tenants, the City prepare and approve a relocation plan. The draft was provided to the tenants to provide them an opportunity to consider and comment on the plan. One or more of the tenants is expected to attend the public hearing.</p>	
<p><u>FINANCIAL IMPACT/COST:</u></p> <p>Not to exceed \$249,000</p>	
<p><u>ATTACHMENT:</u></p> <p>1) Primm Pool Expansion Project – Draft Relocation Plan</p>	
<p>Submitted by: <u>Edward Medrano</u>, Edward Medrano, City Manager      Date: <u>4-19-19</u></p>	



# *Primm Pool Expansion Project*

## DRAFT RELOCATION PLAN

### **PREPARED FOR:**

City of Gardena  
1700 West 162<sup>nd</sup> Street  
Gardena, CA 90247  
(310) 394-8987

### **PREPARED BY:**

Overland Pacific & Cutler, LLC  
3750 Schauffele Avenue, Suite 150  
Long Beach, CA 90808  
(562) 304-2000

**March 6, 2019**



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- EXHIBIT A: HUD Income Levels – Los Angeles County
- EXHIBIT B: Residential Informational Brochures
- EXHIBIT C: Public Comments & Responses

## INTRODUCTION

The City of Gardena (City) has proposed the expansion of the Primm Pool onto a site located at 16004 Harvard Boulevard, Gardena, CA, 90247 (Project site). The Project site is currently improved with a residential four-plex. All improvements will be completely demolished, and existing occupants permanently relocated to facilitate the proposed expansion.

The City has retained Overland, Pacific & Cutler, LLC (OPC) to prepare a Relocation Plan and to provide relocation assistance services to the tenants. The City will use Quimby fees to finance the project.

Therefore, this Plan conforms to California Relocation Assistance Law, Government Code Section 7260, et seq. (Law) and the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development as in Title 25, California Code of Regulations Section 6000, et seq. (Guidelines).

As of the date of this Plan, the Project would cause the permanent displacement of four tenant households that would be eligible for relocation assistance. The needs and characteristics of the permanent displacees and the City's program to provide assistance to each affected person are general subjects of this Relocation Plan (Plan).

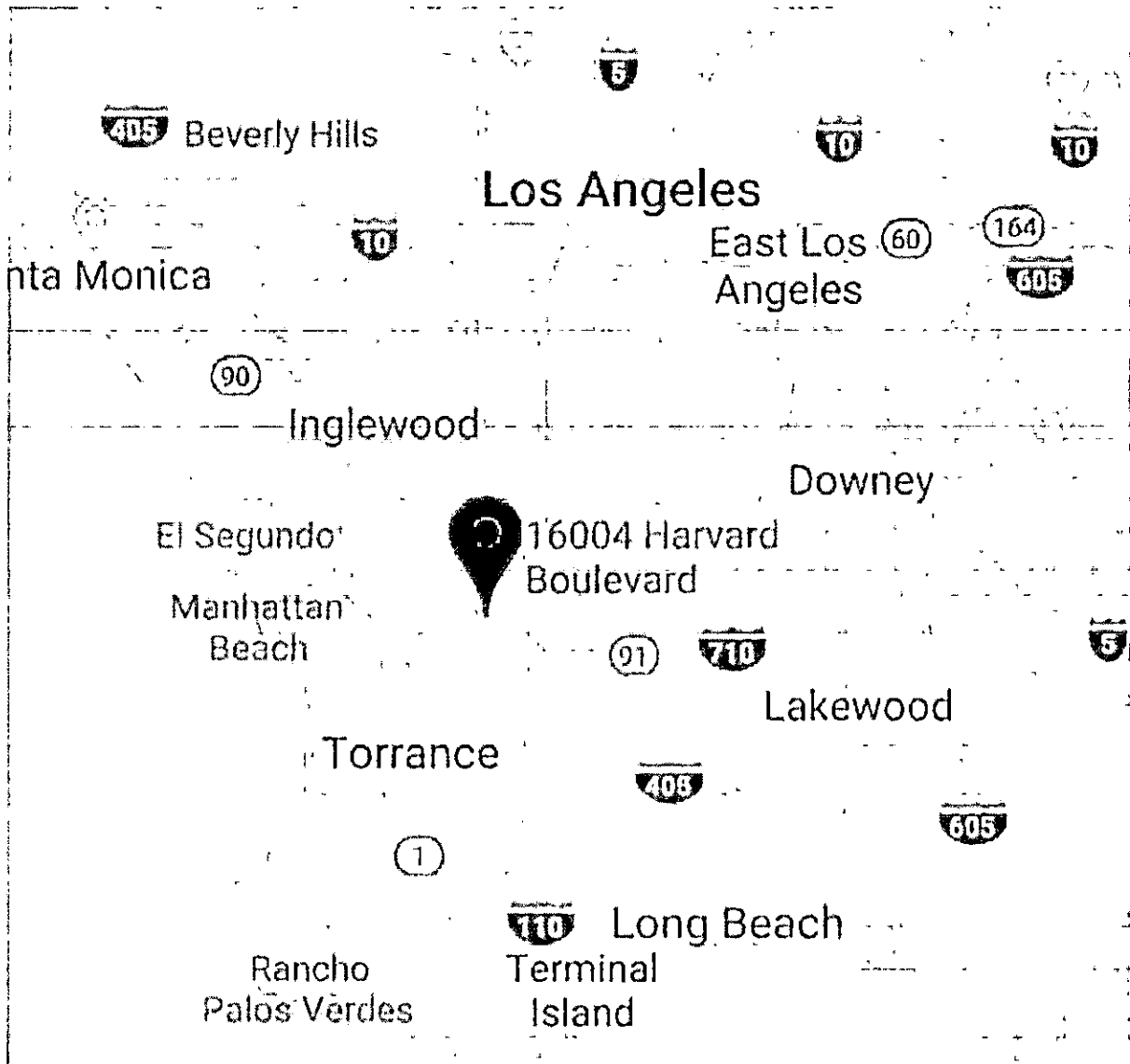
This Plan is organized in five sections:

1. Project description (**SECTION I**);
2. Assessment of the relocation needs of persons subject to displacement (**SECTION II**);
3. Assessment of available replacement housing units within proximity to the Project site (**SECTION III**);
4. Description of the City's relocation program (**SECTION IV**);
5. Description of the City's outreach efforts, Project timeline and budget (**SECTION V**).

## I. PROJECT DESCRIPTION

### A. REGIONAL LOCATION

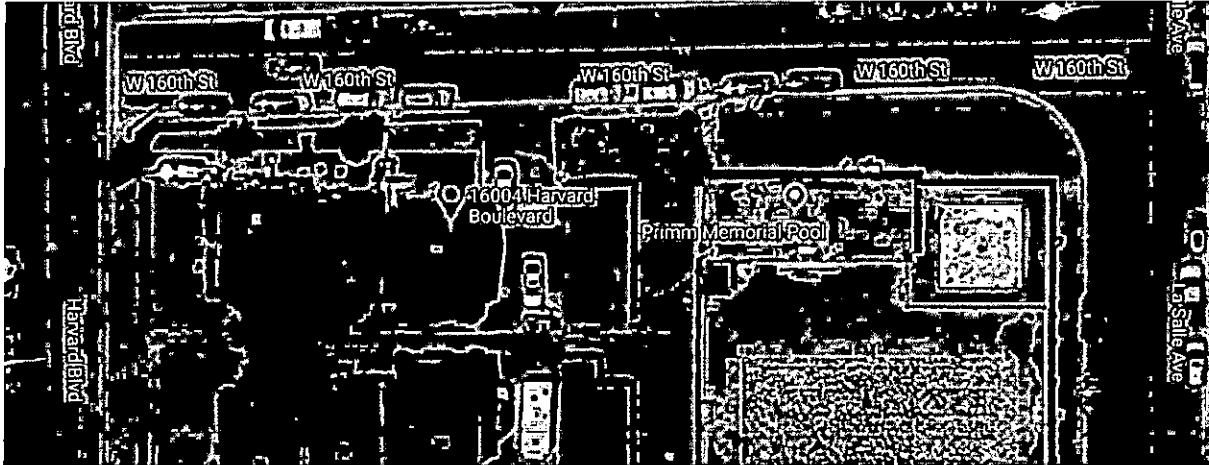
The Project site is located in the City of Gardena within Los Angeles County. The property is conveniently located just minutes from the 10 and 405 Freeways and is approximately 14 miles south of downtown Los Angeles. Surrounding communities include Hawthorne, N. Redondo, Willowbrook, Compton, Torrance, Lakewood and Carson (See Figure 1: Regional Project Location)



*Figure 1: Regional Project Location*

## B. PROJECT SITE LOCATION AND DESCRIPTION

The Project site is located at 16004 Harvard Boulevard generally bordered by W. 160<sup>th</sup> Street to the north, La Salle Avenue to the east, W. 162<sup>nd</sup> Street to the south, and Harvard Boulevard to the west. The site consists of one parcel comprised of 11,000 square feet and improved with a four-plex. (*Figure 2: Project Site Location*)



*Figure 2: Project Site Location*

## C. GENERAL DEMOGRAPHIC AND HOUSING CHARACTERISTICS

According to the 2010 U.S. Census, the population of the City of Gardena is 58,829, and the population of the impacted Census Tract 6033.01 is 3,828 (see **Table 1**). Corresponding Census data concerning the housing mix is shown in **Table 2**.

<b>TABLE 1: 2010 Census Population – City of Gardena &amp; Impacted Tract</b>				
Population	Tract 6033.01	%	City	%
Total Population	3,828	100.0%	58,829	100.0%
White	694	18.1%	14,498	24.6%
Black or African American	256	6.7%	14,352	24.4%
American Indian or Alaska Native	8	0.2%	348	0.6%
Asian	2,094	54.7%	15,400	26.2%
Native Hawaiian or Other Pacific Islander	33	0.9%	426	0.7%
Some Other Race	536	14.0%	11,136	18.9%
Two or More Races	207	5.4%	2,669	4.5%
Hispanic or Latino (of Any Race)	991	25.9%	22,151	37.7%

Source: U.S. Census Bureau, QT-PL. Race, Hispanic or Latino, and Age: 2010

<b>TABLE 2: 2010 Census Housing Units – City of Gardena &amp; Impacted Tract</b>				
Type	Tract 6033.01	%	City	%
Total Units	1,611	100.0%	21,472	100.0%
Total Occupied Units	1,521	94.4%	20,558	95.7%
Owner-Occupied	432	28.4%	9,852	47.9%
Renter-Occupied	1,089	71.6%	10,706	52.1%
Vacant Housing Units	90	5.6%	914	4.3%
Available for Sale Only (of Total Vacant Units)	6	0.4%	128	0.6%
Available for Rent – Full Time Occupancy (of Total Vacant Units)	46	2.9%	513	2.4%
Sold or Rented – Not Occupied	1	0.1%	44	0.2%
Otherwise Not Available (e.g. seasonal, recreational, migratory, occasional use)	3	0.2%	52	0.2%
Other Vacant	34	2.1%	177	0.8%

Source: U.S. Census Bureau, QT-H1. General Housing Characteristics: 2010

## **II. ASSESSMENT OF RELOCATION NEEDS**

### **A. SURVEY METHOD**

Individual interviews with affected residents were conducted by OPC staff in late February 2019. OPC was successful in personally interviewing all four households. Inquiries made of the residential occupants concerned household size and composition, income, monthly rent, length of occupancy, ethnicity, home language, physical disabilities, special relocation needs, and replacement housing preferences.

### **B. TENANT DATA**

#### **1. Current Occupants**

There are four tenant households to be permanently relocated for the Project that may be eligible for relocation assistance and are the subjects of this Plan. There are currently seven adults and five children (17 years or younger) on-site for a total known project occupancy of 12 persons. All Project households occupy two-bedroom units within a four-plex.

#### **2. Replacement Housing Needs**

Replacement housing needs, as expressed in this plan, are defined by the total number of required replacement units and distribution of those units by bedroom size. The projected number of required units by bedroom size is calculated by comparing current data for household size with the City's replacement housing occupancy standards. These standards, generally, allow for up to one person in a studio unit, three persons in a one-bedroom unit, five persons in a two-bedroom unit, seven persons in a three-bedroom unit and nine or more persons in a four-bedroom unit.

Based on available tenant data, there are currently no overcrowded units. The replacement units required for the current population include four two-bedroom low-density units.

#### **3. Income**

Verbal income data was provided by all four households. According to income standards for Los Angeles County (**Exhibit B**) adjusted for family size as published by the United States Department of Housing and Urban Development (HUD), the households qualify as follows: two households qualify as Very Low income (31% - 50% of AMI), one household qualifies as Low Income (51% - 80% of AMI), and one household is above Moderate Income (120% of AMI).

#### **4. Ethnicity/Language**

The Project site households stated their ethnicities as follows: White (1), Hispanic (2) and Asian (1). Three households stated English as their preferred language, and one household prefers Spanish.



**5. Senior/Handicapped Households**

There are no households with a senior head of household or spouse (62 years or older) on the Project site. One household reported having a member with a physical disability related to special needs within a replacement dwelling including a first-floor unit or building with an elevator. Two other households prefer a first-floor unit as well.

**6. Preferred Relocation Area**

All households interviewed expressed a desire to remain in the area close to medical facilities, employment, schools, and freeway access. Two households were also interested in relocating to Hawthorne, Inglewood, Torrance and Santa Monica.

### III. RELOCATION RESOURCES

#### A. METHODOLOGY

For residential housing, a resource survey was conducted to identify available rental units initially beginning within a two-mile radius from the Project site. The following sources were utilized:

- Classified rental listings from local newspapers and *For Rent* publications
- Internet sources of rental opportunities

#### B. REPLACEMENT HOUSING AVAILABILITY

##### 1. Residential Rental Housing

The replacement housing survey considered available two-bedroom four-plex units, tri-plex units, duplex units and single-family residences for rent in Gardena in proximity to the Project site as of the date of this Plan. This data is summarized in **Table 3** below.

<b>Table 3: Availability and Cost of Replacement Rental Housing</b>	
# of Bedrooms	<b>Two</b>
# Found (# Needed)	12 (4)
Rent Range	\$1,775 - \$2,700
Median Rent	\$2,300

The median rent amount shown in the table is among the figures used to make benefit and budget projections for the Plan. This amount is, naturally, subject to change according to the market rates prevailing at the time of displacement.

##### 2. Summary

Considering the above described availability of replacement housing resources gathered, it appears there are an adequate number of comparable replacement units for the residential occupants.

While adequate replacement resources exist for the tenants, based on survey results of rental opportunities and the tenants' current rent, the tenants may have an increase in monthly rent. Possible increases, if any, will be met through the City's obligation under the relocation regulations, including Last Resort Housing (LHR) requirements. (See Section IV, E).

#### C. RELATED ISSUES

##### 1. Concurrent Residential Displacement

There are no known public projects anticipated in the Project area that will cause significant displacements during the timeframe of anticipated Project displacements in mid-2019. No residential displacee will be required to move without both adequate notice and access to available, comparable, affordable, decent, safe and sanitary housing.

## **IV. THE RELOCATION PROGRAM**

The City's Relocation Program is designed to minimize hardship, be responsive to unique Project circumstances, emphasize maintaining personal contact with all affected individuals, consistently apply all regulatory criteria to formulate eligibility and benefit determinations and conform to all applicable requirements. The relocation program to be implemented by the City will conform with the standards and provisions of the Law and Guidelines identified previously.

The City has retained Overland, Pacific & Cutler, LLC (OPC), a multi-lingual consulting firm, to administer the Relocation Program for the permanent displacees. OPC has worked on more than 50,000 public acquisition and relocation projects for more than 39 years. Experienced City staff will monitor the performance of OPC and be responsible to approve or disapprove OPC recommendations concerning eligibility and benefit determinations and interpretations of City's policy.

OPC staff will be available to assist any relocated person and/or household with questions about the relocation process, relocation counseling and/or assistance in relocating. Relocation staff can be contacted at (800) 400-7356 from 8:00 am to 5:00 pm Monday through Friday and are available via voicemail and/or cellular phones after hours. The Relocation Office is located at 3750 Schauffele Avenue, Suite 150, Long Beach, CA 90808.

Eligible individuals, who need to permanently move from their existing home, will receive relocation assistance. The relocation program consists of two principal components: advisory assistance and financial assistance (Relocation Benefits).

### **A. ADVISORY ASSISTANCE**

Advisory assistance services are intended to:

- inform displacees about the relocation program
- help in the process of finding appropriate replacement accommodations
- facilitate claims processing
- maintain a communication link with the City
- coordinate the involvement of outside service providers

To follow through on the advisory assistance component of the relocation program and assure that the City meets its obligations under the law, OPC staff will perform the following functions:

1. Distribute appropriate written information concerning the City's relocation program;
2. Inform eligible project occupants of the nature of, and procedures for, obtaining available relocation assistance and benefits. (See **Exhibit B**)

3. Determine the needs of each displacee eligible for assistance;
4. Provide the residential displacees with at least three referrals to comparable replacement housing within a reasonable time prior to displacement. *Generally, a comparable replacement dwelling must satisfy the following criteria:*
  - (a) *The unit is decent, safe and sanitary - electrical, plumbing and heating systems are in good repair - no major, observable hazards or defects. The unit is adequate in size and is comparable to the acquired dwelling with respect to number of rooms, habitable living space and type and quality of construction, but not lesser in rooms or living space as necessary to accommodate the displaced person. The unit is functionally equivalent, including principle features.*
  - (b) *The unit is located in an area not subjected to unreasonable adverse environmental conditions from either natural, or man-made sources, and not generally less desirable with respect to public utilities, transportation, public and commercial facilities, including schools and municipal services and reasonably accessible to the displaced person's place of employment.*
  - (c) *The unit is available both on the private market and to all persons regardless of race, color, sex, marital status, religion or, national origin.*
  - (d) *The monthly rental rate is within the financial means of the displaced residential tenant.*
5. Maintain an updated database of available housing resources, and distribute referral information to displacees for the duration of the Project;
6. Provide transportation to the residential displacee, if necessary, to inspect replacement sites within the local area;
7. Inspect replacement housing to assure it meets decent, safe and sanitary standards as described in State Relocation Regulations;
8. Supply information concerning federal and state programs and other governmental programs providing assistance to displaced persons;
9. Assist eligible occupants in the preparation, and submission, of relocation assistance claims;
10. Provide additional reasonable services necessary to successfully relocate occupants;
11. Make benefit determinations and payments in accordance with applicable law and the City's adopted relocation guidelines;
12. Assure that no occupant is required to move without a minimum of 90 days written notice to vacate;

13. Inform all persons subject to displacement of the City's policies with regard to eviction and property management;
14. Establish and maintain a formal grievance procedure for use by displaced persons seeking administrative review of the City's decisions with respect to relocation assistance; and
15. Provide assistance that does not result in different or separate treatment based on or due to an individual's sex, marital status, race, color, religion, ancestry, national origin, physical handicap, sexual orientation, and domestic partnership status.

## **B. RELOCATION BENEFITS**

Specific eligibility requirements and benefit plans will be detailed on an individual basis with all displacees. In the course of personal follow-up visits, each displacee will be counseled as to available options and the consequences of any choice with respect to financial assistance.

Relocation benefits will be provided in accordance with the provisions of the applicable Relocation Law and Guidelines and City rules, regulations and procedures pertaining thereto. Benefits will be paid to eligible displaced persons upon submission of required claim forms and documentation in accordance with the City's normal administrative procedures. The City will use Quimby fees to pay relocation benefits.

The City will process advance payment requests to mitigate hardships for tenants who do not have access to sufficient funds to pay move-in costs such as first month's rent and/or security deposits. Approved requests will be processed expeditiously to help avoid the loss of desirable, appropriate replacement housing.

### **1. Residential Moving Expense Payments**

All eligible residential occupants to be permanently relocated will be eligible to receive a payment for moving expenses. Moving expense payments will be made based upon the actual cost of a professional move or a fixed payment based on a room-count schedule.

#### **a. Actual Cost (Professional Move)**

Displacees may elect to have a licensed professional mover perform the move. The actual cost of the moving services, based on at least two acceptable bids, will be compensated by the City in the form of a direct payment to the moving company upon presentation of an invoice. Transportation costs are limited to a distance of 50 miles in either case. In addition to the actual move, costs associated with utility re-connections (i.e., gas, water, electricity, telephone, and cable, if any), are eligible for reimbursement.

#### **b. Fixed Payment (based on Room Count Schedule)**

An occupant may elect to receive a fixed payment for moving expenses which is based on the number of rooms occupied in the displacement dwelling or ancillary structures on the property. In this case, the person to be relocated takes full responsibility for the move. The fixed payment includes all utility connections as described in (a), above.

The current schedule for fixed moving payments is set forth in **Table 4** following:

<b>TABLE 4: Schedule of Fixed Moving Payments (effective as of 2015)</b>	
<b>Unfurnished Dwelling</b>	
One room	\$725
Two rooms	\$930
Three rooms	\$1,165
Four rooms	\$1,375
Five rooms	\$1,665
Six rooms	\$1,925
Seven rooms	\$2,215
Eight rooms	\$2,505
each additional room	\$265
<b>Furnished Dwelling</b>	
First Room	\$475
Each additional room	\$90

## 2. Rental Assistance for Tenant Occupants Who Choose to Rent

To be eligible to receive the rental assistance benefits, the displaced tenant household has to rent or purchase and occupy a decent, safe, and sanitary replacement dwelling within one year from the date they move from the displacement dwelling.

Based upon the available data regarding Project displacees, the displaced households may qualify for, and may be eligible to apply for, relocation benefits under the State Regulations, including rental assistance.

Except in the case of Last Resort Housing situations, payments to households under the State Regulations will be payable over a 42-month period and limited to a maximum of \$5,250 as stated under State guidelines. The assistance to be offered within this program is explained in detail in the informational brochure that will be provided to each household (**Exhibit B**).

**Table 5** portrays an example of a benefits determination under State Regulations:

<b>TABLE 5: Example Computation of Rental Assistance Payments</b>		
1. Old Rent	\$650	Old Rent and Utilities
or		
2. Ability to Pay	\$700	30% of the Adjusted, Monthly, Gross Household Income*
3. Lesser of lines 1 or 2	<b>\$650</b>	Base Monthly Rental
<b>Subtracted From:</b>		
4. Actual New Rent	\$750	Actual New Rent and Utilities
or		
5. Comparable Rent	\$775	Determined by City (includes utilities)
6. Lesser of lines 4 or 5	<b>\$750</b>	
7. Yields Monthly Need:	<b>\$100</b>	Subtract line 3 from line 6
<b>Rental Assistance</b>	<b>\$4,200</b>	<b>Multiply line 7 by 42 months</b>

\*Gross adjusted income means the total amount of annual income of a household less the following: (1) a deduction for each dependent in excess of three; (2) a deduction of 10% of total income for the elderly or disabled head of household; (3) a deduction for recurring extraordinary medical expenses defined for this purpose to mean medical expenses in excess of 3% of total income, where not compensated for, or covered by insurance or other sources; (4) a deduction of reasonable amounts paid for the care of children or sick or incapacitate family members when determined to be necessary to employment of head of household or spouse, except that the amount shall not exceed the amount of income received by the person who would not otherwise be able to seek employment in the absence of such care.

Rental Assistance payment amounts are equal to 42 times the difference between the base monthly rent and the lesser of:

- (i) The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or
- (ii) The monthly rent and estimated average monthly cost of utilities for the decent, safe, and sanitary replacement dwelling actually occupied by the displaced person.

The base monthly rent for the displacement dwelling is the lesser of:

- (i) The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period prior to displacement, as determined by the City; or
- (ii) Thirty percent (30%) of the displaced person's average, monthly gross household income. If a displacee refuses to provide appropriate evidence of income or is a dependent, the base monthly rent shall be determined to be the average monthly cost for rent and utilities at the displacement dwelling; or



(iii) The total of the amount designated for shelter and utilities if receiving a welfare assistance payment from a program that designated the amounts for shelter and utilities

### **3. Downpayment Assistance to Tenants Who Choose to Purchase**

The displaced household may opt to apply the entire benefit amount for which they are eligible under State Regulations toward the purchase of a replacement unit.

Residential tenants, who are otherwise eligible to receive the Rental Assistance Payment described above, may choose to receive a lump sum payment equal to forty-two months of rental subsidy (including Last Resort Housing benefits) to purchase a new home.

A displaced household, who chooses to utilize up to the full amount of their rental assistance eligibility (including any Last Resort benefits) to purchase a home, will have the funds deposited in an open escrow account, provided that the entire amount is used for the downpayment and eligible, incidental costs associated with the purchase of a decent, safe, and sanitary replacement home. A provision shall be made in the escrow arrangements for the prompt return of the City funds, in the event escrow should fail to close within a reasonable period of time.

Final determination about the type of relocation benefits and assistance for which the household is eligible will be determined upon verification of the household's occupants, ages, length of occupancy and income.

## **C. PROGRAM ASSURANCES AND STANDARDS**

Adequate funds are available to relocate all displaced households. Relocation assistance services will be provided to ensure that displacement does not result in different or separate treatment of households based on race, nationality, color, religion, national origin, sex, marital status, familial status, disability or any other basis protected by the federal Fair Housing Amendments Act, the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the California Fair Employment & Housing Act, and the Unruh Act, as well as any other arbitrary or unlawful discrimination.

## **D. GENERAL INFORMATION REGARDING THE PAYMENT OF RELOCATION BENEFITS**

Claims and supporting documentation for relocation benefits must be filed with the City no later than 18 months after the date of displacement.

The procedure for the preparation and filing of claims and the processing and delivery of payments will be as follows:

1. Claimant(s) will provide all necessary documentation to substantiate eligibility for assistance;
2. OPC and City staff will review all necessary documentation including, but not limited to, scopes-of-service, invoices, lease documents and escrow material before reaching a determination as to which expenses are eligible for compensation;
3. Required claim forms will be prepared by OPC staff and presented to the claimant for review. Signed claims and supporting documentation will be returned to relocation staff and submitted to the City;
4. The City will review and approve claims for payment, or request additional information;
5. The City will issue benefit checks to be disbursed to the claimants via personal delivery;
6. Final payments to residential displacees will be issued after confirmation that the Project premises have been completely vacated, and actual residency at the replacement unit is verified;
7. Receipts of payment and all claim material will be maintained in the relocation case file.

#### **E. LAST RESORT HOUSING**

Based on data derived from the Project site occupants and costs of replacement housing resources, it is anticipated that “comparable replacement housing” may not be available as required for the households. Specifically, for renters, when the computed replacement housing assistance eligibility exceeds \$5,250 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceeds 30% of the person’s average monthly income, Last Resort Housing will have to be provided.

Therefore, if the Project is to go forward, the City will authorize its funds or funds authorized for the Project to provide housing of last resort. Funds will be used to make payments in excess of the monetary limit specified in the statute (\$5,250); hence, satisfying the requirement that “comparable replacement housing” is available.

A displaced tenant household will be entitled to consideration for supplementary benefits in the form of Last Resort Housing assistance when the computed replacement housing assistance eligibility exceeds \$5,250 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceed 30% of the person’s average monthly income (financial means) or when a tenant fails to meet the 90-day occupancy requirement and comparable replacement rental housing is not available within the displaced person’s financial means. Calculations of Last Resort rental assistance benefits for tenants who fail to meet the 90-day occupancy requirement will be based solely on household income. Non-90-day qualifiers must meet basic eligibility requirements applied to all other displacees.

Recipients of Last Resort rental assistance, who intend to purchase rather than re-rent replacement housing, will have the right to request a lump sum payment of all benefits in the form of downpayment assistance. Tenant households receiving periodic payments will have the option to request a lump sum payment of remaining benefits to assist with the purchase of a decent, safe and sanitary dwelling.

#### **F. RELOCATION TAX CONSEQUENCES**

In general, relocation payments are not considered income for the purpose of Division 2 of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986 (Title 26, U. S. Code), or for the purpose of determining the eligibility or the extent of eligibility of any person for assistance under the Social Security Act (42 U. S. Code 301 et seq.) or the Personal Income Tax Law, Part 10 (commencing with Section 17001) of the Revenue and Taxation Code, or the Bank and Corporation Tax Law, Part II (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. The above statement on tax consequences is not intended as tax advice by the City or OPC. Displacees are responsible for consulting with their own tax advisors concerning the tax consequences of relocation payments.

## V. ADMINISTRATIVE PROVISIONS

### A. NOTICES

Each notice, which the City is required to provide to a Project site occupant, shall be personally delivered or sent by certified or registered first-class mail, return receipt requested and documented in the case file. Each notice will be written in plain, understandable language. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help.

There are three principal notices to be issued under the State Relocation Regulations:

- 1) Information Statement
- 2) Notice of Relocation Eligibility
- 3) Ninety-Day Vacate Notice.

The Informational Statement is intended to provide potential relocatees with a general written description of the City's relocation program and basic information concerning benefits, conditions of eligibility, noticing requirements and appeal rights (**Exhibit B**).

A Notice of Relocation Eligibility (NOE) will be distributed to each residential relocatee. The NOE to the residential relocatee contains a determination of eligibility for relocation assistance and a computation of maximum entitlements based on information provided by the affected household and the analysis of comparable replacement properties identified by relocation staff. The NOE will be issued to any eligible permanent displacee, once the Relocation Plan has been approved by City staff.

No lawful occupant will be required to move without having received at least 90 days advance written notice of the earliest date by which the move will be necessary. The 90-day vacate notice will either state a specific date as the earliest date by which the occupant may be required to move or state that the occupant will receive a further notice indicating, at least 60 days in advance, the specific date of the required move. The 90-day notice will not be issued to any residential displacee before a comparable replacement dwelling has been made available.

In addition to the three principal notices, OPC staff will issue timely written notification in the form of a Reminder Notice, which discusses the possible loss of rights and sets the expiration date for the loss of benefits to those persons who:

- 1) are eligible for monetary benefits,
- 2) have moved from the acquired property, and
- 3) have not filed a claim for benefits.

A Reminder Notice will be issued to all non-responsive relocatees no later than within the last six months prior to the filing expiration date.

## **B. PRIVACY OF RECORDS**

All information obtained from displacees is considered confidential and will not be shared without the consent of the displacee or the City. City staff will comply with federal regulations concerning the safeguarding of relocation files and their contents.

## **C. GRIEVANCE PROCEDURES**

A person who is dissatisfied with a determination as to eligibility for benefits, a payment amount, the failure to provide comparable housing, or the City's property management practices may file a Relocation Assistance Appeal Form or any other written form of appeal with the City and have the right of administrative review. The City's appeal policies will follow the standards described in Article 5, Section 6150 et seq., Title 25, Chapter 6, State of California, Department of Housing and Community Development Program guidelines.

Requests for administrative review and informal hearings will be directed to City's Community Development Manager. All requests for review will receive written responses from the City within three weeks of their receipt. If an informal appeal is denied, appellants will be entitled to file a written request for a formal hearing before an impartial and independent hearing officer.

The appellant does not have to exhaust administrative remedies first; the appeal/grievance can either go directly to the city, directly to HCD or directly to the Court. Any person and/or organization directly affected by the relocation plan may petition the Department of Housing and Community Development (HCD), located at 2020 West El Camino Ave., Sacramento, CA 95833 to review the relocation plan.

More detail concerning the appeals process will be provided upon request. Appellants will retain their appeal rights for up to 18 months following the date of displacement from the Project premises or receipt of final payment for relocation benefits, whichever is later.

## **D. EVICTION POLICY**

1. Eviction may cause the forfeiture of a displacee's right to relocation assistance or benefits. Relocation records will be documented to reflect the specific circumstances surrounding any eviction action.
2. Eviction may be undertaken for one, or more of the following reasons:
  - (a) Failure to pay rent, except in those cases where the failure to pay is due to the City's failure to keep the premises in habitable condition; is the result of harassment or retaliatory action; or, is the result of discontinuation, or a substantial interruption of services;
  - (b) Performance of a dangerous, and/or illegal act in the unit;
  - (c) A material breach of the rental agreement, and failure upon notification to correct said breach within 30 days of Notice;
  - (d) Maintenance of a nuisance, and failure to abate such nuisance upon notification within a reasonable time following Notice;

- (e) Refusal to accept one of a reasonable number of offers of replacement dwellings; and/or,
- (f) A requirement under State, or local law or emergency circumstances that cannot be prevented by reasonable efforts on the part of the City.

#### **E. CITIZEN PARTICIPATION**

As the process for considering the Project moves forward, the City will observe the following protocol:

1. Provide affected tenants with full and timely access to documents relevant to the relocation program (all Project households will receive a copy of the Relocation Plan);
2. Encourage meaningful participation in reviewing the relocation plan and monitoring the relocation assistance program; including the Project area occupants, neighborhood groups and community organizations forming a relocation committee, if applicable;
3. Provide technical assistance necessary to interpret elements of the Relocation Plan and other pertinent materials;
4. Issue a general notice concerning the availability of the Plan for public review, as required, 30 days prior to its proposed approval; and
5. Include written or oral comments concerning the Plan as an attachment (**Exhibit C**) when it is forwarded to the City staff for approval.

#### **F. PROJECTED DATE OF DISPLACEMENT**

The City anticipates that the earliest Vacate Notices will be issued to the Project occupants is **April 2019**.

#### **G. ESTIMATED RELOCATION COSTS**

The total budget estimate for relocation-related payments for this Project is **\$249,000**.

The estimated relocation budget does not include any payments related to property acquisition. In addition, the budget does not consider the cost of any services necessary to implement the Plan and complete the relocation element of the Project.

If the Project is implemented, and circumstances arise that should change either the number of residential occupants and/or the amount of relocation benefits' entitlements estimated, the City will authorize any additional funds that may need to be appropriated. The City pledges to appropriate, on a timely basis, the funds necessary to ensure the successful completion of the Project, including funds necessary for LRH as indicated in Section IV, E, of this Plan to meet its obligation under the relocation regulations.

## EXHIBIT A

### HUD INCOME LIMITS – LOS ANGELES COUNTY

The following figures are approved by the U. S. Department of Housing and Urban Development (HUD) for use in Los Angeles County to define and determine housing eligibility by income level.

Area Median Income: \$69,300			
Family Size	Extremely Low	Very Low	Low
1 Person	20,350	33,950	54,250
2 Person	23,250	38,800	62,000
3 Person	26,150	43,650	69,750
4 Person	29,050	48,450	77,500
5 Person	31,400	52,350	83,700
6 Person	33,740	56,250	89,900
7 Person	38,060	60,100	96,100
8 Person	42,380	64,000	102,300

Figures are per the Department of Housing and Urban Development (California), **updated in April 2018.**



## **EXHIBIT B**

### **RESIDENTIAL INFORMATIONAL BROCHURE**

**Relocation Assistance  
Informational Statement  
for Families and Individuals**

(CA State)

Displacing Agency:  
**City of Gardena**

Project Name:  
**Primm Pool Expansion Project**

Displacing Agency Representative:

**Overland, Pacific & Cutler, LLC  
3750 Schauffele Avenue, Suite 150  
Long Beach, CA 90808  
Phone: (800) 400-7356**

Informational Statement Content:

1. General Information
2. Assistance In Locating A Replacement Dwelling
3. Moving Benefits
4. Replacement Housing Payment - Tenants And Certain Others
5. Section 8 Tenants
6. Replacement Housing Payment – Homeowners
7. Qualification For And Filing Of Relocation Claims
8. Last Resort Housing Assistance
9. Rental Agreement
10. Evictions
11. Appeal Procedures – Grievance
12. Tax Status of Relocation Benefits
13. Non-Discrimination and Fair Housing
14. Additional Information And Assistance Available

**Spanish speaking agents are available. Si necesita esta información en español, por favor llame a su agente.**

# Informational Statement for Families and Individuals

(CA State)

## **1. GENERAL INFORMATION**

The dwelling in which you now live is in a project area to be improved by, or financed through, the Displacing Agency using state and/or local funds. If and when the project proceeds, and it is necessary for you to move from your dwelling, you may be eligible for certain benefits. You will be notified in a timely manner as to the date by which you must move. Please read this information, as it will be helpful to you in determining your eligibility and the amount of the relocation benefits you may receive under the state law. You will need to provide adequate and timely information to determine your relocation benefits. The information is voluntary, but if you don't provide it, you may not receive the benefits, or it may take longer to pay you. We suggest you save this informational statement for reference.

The Displacing Agency has retained the professional firm of **Overland, Pacific & Cutler, LLC (OPC)** to provide relocation assistance to you. The firm is available to explain the program and benefits. Their address and telephone number is listed on the cover.

**PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING.** However, if you desire to move sooner than required, you must contact your agent at Overland, Pacific & Cutler, Inc., so you will not jeopardize any benefits. This is a general informational brochure only, and is not intended to give a detailed description of either the law or regulations pertaining to the Displacing Agency's relocation assistance program.

**Please continue to pay your rent to your current landlord, otherwise you may be evicted and jeopardize the relocation benefits to which you may be entitled to receive. Once the Displacing Agency acquires the property, you will also be required to pay rent to the Displacing Agency.**

## **2. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING**

The Displacing Agency, through its representatives, will assist you in locating a comparable replacement dwelling by providing referrals to appropriate and available housing units. You are encouraged to actively seek such housing yourself.

When a suitable replacement dwelling unit has been found, your relocation agent will carry out an inspection and advise you as to whether the dwelling unit meets decent, safe and sanitary housing requirements. A decent, safe and sanitary housing unit provides adequate space for its occupants, proper weatherproofing and sound heating, electrical and plumbing systems. Your new dwelling must pass inspection before relocation assistance payments can be authorized.

## **3. MOVING BENEFITS**

If you must move as a result of displacement by the Displacing Agency, you will receive a payment to assist in moving your personal property. The actual, reasonable and necessary expenses for moving your household belongings may be determined based on the following methods:

- A Fixed Moving Payment based on the number of rooms you occupy (see below); **or**
- A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; **or**
- A combination of both (in some cases).

For example, you may choose a Self-Move, receiving a payment based on the Fixed Residential Moving Cost Schedule shown below, plus contract with a professional mover to transport your grand piano and /or other items that require special handling. In this case, there may be an adjustment in the number of rooms which qualify under the Fixed Residential Moving Cost Schedule.

**A. Fixed Moving Payment (Self-Move)**

A Fixed Moving Payment is based upon the number of rooms you occupy and whether or not you own your own furniture. The payment is based upon a schedule approved by the Displacing Agency, and ranges, for example, from \$475.00 for one furnished room to \$2,505.00 for eight rooms in an unfurnished dwelling. (For details see the table). Your relocation agent will inform you of the amount you are eligible to receive, if you choose this type of payment.

If you select a fixed payment, you will be responsible for arranging for your own move, and the Displacing Agency will assume no liability for any loss or damage of your personal property. A fixed payment also includes utility hook-ups and other related moving fees.

<b>Fixed Moving Schedule CALIFORNIA (Effective 2015)</b>	
<b>Occupant Owns Furniture:</b>	
1 room	\$725
2 rooms	\$930
3 rooms	\$1,165
4 rooms	\$1,375
5 rooms	\$1,665
6 rooms	\$1,925
7 rooms	\$2,215
8 rooms	\$2,505
Each additional room	\$265
<b>Occupant does NOT Own Furniture:</b>	
1 room	\$475
Each additional room	\$90

**B. Actual Moving Expense (Professional Move)**

If you wish to engage the services of a licensed commercial mover and have the Displacing Agency pay the bill, you may claim the ACTUAL cost of moving your personal property up to 50 miles. Your relocation agent will inform you of the number of competitive moving bids (if any) which may be required and assist you in developing a "mover" scope of services for Displacing Agency approval.

**4. REPLACEMENT HOUSING PAYMENT - TENANTS AND CERTAIN OTHERS**

You may be eligible for a payment of up to \$5,250.00 to assist you in renting or purchasing a comparable replacement dwelling. In order to qualify, you must either be a tenant who has occupied the present dwelling for at least 90 days prior to the initiation of negotiations or an owner who has occupied the present dwelling between 90 and 180 days prior to the initiation of negotiations.

**A. Rental Assistance.** If you qualify, and **wish to rent** your replacement dwelling, your maximum rental assistance benefits will be based upon the difference over a forty-two (42) month period between the rent you must pay for a comparable replacement dwelling and the lesser of your current rent and estimated utilities or thirty percent (30%) of your gross monthly household income. You will be required to provide your relocation agent with monthly rent and household income verification prior to the determination of your eligibility for this payment.

**- OR -**

**B. Down-payment Assistance.** If you qualify, and **wish to purchase** a home as a replacement dwelling, you can apply up to the total amount of your rental assistance payment towards the down-payment and non-recurring incidental expenses. Your relocation agent will clarify procedures necessary to apply for this payment.

Where a tenant is sharing a dwelling with an owner-occupant and paying the owner-occupant rent for the privilege, the tenant shall not be entitled to more than one-half of the rental assistance otherwise payable.

## **5. SECTION 8 TENANTS**

When you do move, you may be eligible to transfer your Section 8 eligibility to a replacement site. In such cases, a comparable replacement dwelling will be determined based on your family composition at the time of displacement and the current housing program criteria. This may not be the size of the unit you currently occupy. Your relocation agent will provide counseling and other advisory services along with moving benefits.

## **6. REPLACEMENT HOUSING PAYMENT - HOMEOWNERS**

A. If you own and occupy a dwelling to be purchased by the Displacing Agency for **at least 180 days** prior to the initiation of negotiations, you may be eligible to receive a payment of up to \$22,500.00 to assist you in purchasing a comparable replacement unit. This payment is intended to cover the following items:

1. **Purchase Price Differential** - An amount which, when added to the amount for which the Displacing Agency purchased your property, equals the lesser of the actual cost of your replacement dwelling; **or** the amount determined by the Displacing Agency as necessary to purchase a comparable replacement dwelling. Your relocation agent will explain both methods to you.
2. **Mortgage Interest Differential** - The amount which covers the increased interest costs, if any, required to finance a replacement dwelling. Your relocation agent will explain limiting conditions.
3. **Incidental Expenses** - Those one-time incidental costs related to purchasing a replacement unit, such as escrow fees, recording fees, and credit report fees. Recurring expenses such as prepaid taxes and insurance premiums are not compensable.

B. **Rental Assistance Option** - If you are an owner-occupant and choose to rent rather than purchase a replacement dwelling, you may be eligible for a rental assistance payment of up to the amount that you could have received under the Purchase Price Differential, explained above. The payment will be based on the difference between an economic rent of the dwelling you occupy and the rent you must pay for a comparable replacement dwelling.

If you receive a rental assistance payment, as described above, and later decide to purchase a replacement dwelling, you may apply for a payment equal to the amount you would have received if you had initially purchased a comparable replacement dwelling, less the amount you have already received as a rental assistance payment.

## **7. QUALIFICATION FOR, AND FILING OF, RELOCATION CLAIMS**

To qualify for a Replacement Housing Payment, you must rent or purchase and occupy a comparable replacement unit **within one year from the following**:

- For a tenant, the date you move from the displacement dwelling.
- For an owner-occupant, the latter of:
  - a. The date you receive final payment for the displacement dwelling, or, in the case of condemnation, the date the full amount of estimated just compensation is deposited in court; **or**

- b. The date you move from the displacement dwelling.

All claims for relocation benefits must be filed with the Displacing Agency **within eighteen (18) months** from the date on which you receive final payment for your property, or the date on which you move, whichever is later.

## **8. LAST RESORT HOUSING ASSISTANCE**

If comparable replacement dwellings are not available when you are required to move, or if replacement housing is not available within the monetary limits described above, the Displacing Agency will provide Last Resort Housing assistance to enable you to rent or purchase a replacement dwelling on a timely basis. Last Resort Housing assistance is based on the individual circumstances of the displaced person. Your relocation agent will explain the process for determining whether or not you qualify for Last Resort assistance.

If you are a tenant, and you choose to purchase rather than rent a comparable replacement dwelling, the entire amount of your rental assistance and Last Resort eligibility must be applied toward the down-payment and eligible incidental expenses of the home you intend to purchase.

## **9. RENTAL AGREEMENT**

As a result of the Displacing Agency's action to purchase the property where you live, you may become a tenant of the Displacing Agency. If this occurs, you will be asked to sign a rental agreement which will specify the monthly rent to be paid, when rent payments are due, where they are to be paid and other pertinent information.

## **10. EVICTIONS**

Any person, who occupies the real property and is not in unlawful occupancy, is presumed to be entitled to relocation benefits. Except for the causes of eviction set forth below, no person lawfully occupying property to be purchased by the Agency will be required to move without having been provided with at least 90 days written notice from the Agency. Eviction will be undertaken only in the event of one or more of the following reasons:

- Failure to pay rent; except in those cases where the failure to pay is due to the lessor's failure to keep the premises in habitable condition, is the result of harassment or retaliatory action or is the result of discontinuation or substantial interruption of services;
- Performance of dangerous illegal act in the unit;
- Material breach of the rental agreement and failure to correct breach within the legally prescribed notice period;
- Maintenance of a nuisance and failure to abate within a reasonable time following notice;
- Refusal to accept one of a reasonable number of offers of replacement dwellings; or
- The eviction is required by State or local law and cannot be prevented by reasonable efforts on the part of the public entity.

## **11. APPEAL PROCEDURES - GRIEVANCE**

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Displacing Agency's Relocation Assistance Program may have the appeal application reviewed by the Displacing Agency in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from the Displacing Agency.

## **12. TAX STATUS OF RELOCATION BENEFITS**

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 170 01) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986. No federal dollars are anticipated for this project. Therefore, federal regulations may not apply and the IRS may consider relocation payments as income. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

*(IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any matters addressed herein)*

## **13. NON-DISCRIMINATION AND FAIR HOUSING**

No person shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Displacing Agency's relocation assistance program pursuant to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and other applicable state and federal anti-discrimination and fair housing laws. You may file a complaint if you believe you have been subjected to discrimination. For details contact the Displacing Agency.

## **14. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE**

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in relocating to a new home. Your cooperation will be helpful and greatly appreciated. If you have any questions at any time during the process, please do not hesitate to contact your relocation agent at OPC.



## **EXHIBIT C**

### **PUBLIC COMMENTS & RESPONSES**



# City of Gardena City Council Meeting

Agenda Item No. 8.G. (1)

Department: Transportation

Meeting Date: April 23, 2019

## AGENDA REPORT SUMMARY Resolution No.: 6377

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: RESOLUTION NO. 6377, Authorizing the Filing of a Grant Amendment  
Application for Federal Transportation Assistance

<b><u>COUNCIL ACTION REQUIRED:</u></b> Adopt Resolution No. 6377	<b><u>Action Taken</u></b>
<b><u>RECOMMENDATION AND STAFF SUMMARY:</u></b> <p>The City of Gardena's GTrans is eligible to receive a formula allocation of federal capital funding through the Federal Transit Administration. In order to access these funds, GTrans is required to file an electronic grant application through the FTA's Transit Award Management System (TrAMS). GTrans wishes to amend an existing grant (CA-1640-128-01) to include additional funding for submittal to the Federal Transit Administration (FTA).</p> <p>The amendment requests \$2,308,400 to be added to the existing grant. The original grant includes a variety of capital projects such as bus procurements, bus parts and CNG fueling equipment projects. The amendment is necessary to include funding that wasn't available at the time of the original grant application. Because this funding is now available, an amendment is required to access the funding. The amendment includes funding for GTrans' bus tire lease, new maintenance and asset management software and additional funding to complete its Scheduling/Operations Management software and CAD/AVL real-time information projects. The new grant total will be \$19,525,651.</p> <p>It is recommended that Council approve the FTA grant amendment application and authorize the Director of Transportation or his designee to execute the grants. Projects are included either in capital budgets previously approved by the City Council or in future budgets for Council consideration. GTrans anticipates to begin drawing down these funds upon grant amendment execution in July, 2019.</p>	
<b><u>FINANCIAL IMPACT/COST:</u></b> There is no impact to the General Fund. GTrans is applying for an amendment adding a total of \$2,308,400, with a local match of \$461,680 provided by Transportation Development Credits (TDCs) available through Metro's Toll Credit Program. The new total grant will be \$19,525,651.	
<b><u>ATTACHMENTS:</u></b> A. City Council Resolution No. 6377	
Submitted by <u>Ernie Crespo</u> , Ernie Crespo, Transportation Director Date <u>4/17/19</u>	
Concurred by <u>Edward Medrano</u> , Edward Medrano, City Manager Date <u>4/18/19</u>	

## **RESOLUTION NO. 6377**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE FILING OF APPLICATION AMENDMENT WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION**

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for transportation projects; and

WHEREAS, the grants or cooperative agreements for Federal financial assistance will impose certain obligations upon the Applicant, and may require the applicant to provide the local share of the project cost; and

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

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

SECTION 1. The Director of Transportation is authorized to execute applications and amendments to grants for Federal assistance on behalf of the City of Gardena with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration.

SECTION 2. The Applicant (City of Gardena) has received authority from the Designated Recipient, Southern California Association of Governments (SCAG), to apply for Urbanized Area Formula Program assistance in accordance with 49 U.S.C. § 5307.

SECTION 3. The Director of Transportation is authorized to execute and file with its applications, the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement.

SECTION 4. The Director of Transportation is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Gardena.

SECTION 5. That this resolution shall be effective 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 23rd day of April, 2019.

\_\_\_\_\_  
Tasha Cerda, Mayor  
City of Gardena, California

ATTEST:

\_\_\_\_\_  
Mina Semenza, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Peter L. Wallin, City Attorney