



# GARDENA CITY COUNCIL

## Regular Meeting Notice and Agenda

Council Chamber at City Hall  
1700 W. 162<sup>nd</sup> Street, Gardena, California  
Website: [www.cityofgardena.org](http://www.cityofgardena.org)

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

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

**Tuesday, January 28, 2020**  
**Closed Session – 7:00p.m.**  
**Open Session – 7:30 p.m.**

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

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

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

If you wish to address the Council, please complete a "Speaker Request" form and present it to the City Clerk. You will be called to the podium by name when it is your turn to address the Council. The City Council cannot legally take action on any item not scheduled on the agenda. Such items may be referred for administrative action or scheduled on a future agenda.

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### STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS

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

***Thank you for your attendance and cooperation.***

1. ROLL CALL

2. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL  
ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

(1) Two cases

B. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

(1) Agency Designated Representative:

Clint Osorio, City Manager

Employee Organizations:

Gardena Police Officers Association (GPOA)

Mike Sargent, Association President

Gardena Management Employees Organization (GMEO)

Vicky L. Barker, Attorney

Gardena Municipal Employees Association (GMEA)

Fred G. Quiel, Attorney

Confidential / Unrepresented Employees

3. PLEDGE OF ALLEGIANCE & INVOCATION

A. PLEDGE OF ALLEGIANCE

Anthony Fernandez, Gardena High School

and Presentation of Certificate of Recognition to Mr. Fernandez

B. INVOCATION

The Reverend Owen R. Black, Pastor

Canaan Inheritance Worship Center

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

(1) Gardena Military Veteran Recognition to Honor Veteran Jorge Serrano, who served in the U.S. Marine Corps. He was chosen at the recommendation of Mayor Pro Tem Art Kaskanian. ***(To be accepted by Mr. Serrano)***

(2) Certificate of Recognition to the Members of City of Gardena Explorer Post #142 for their Successes this month in the 22<sup>nd</sup> Annual Chandler Tactical Competition, held in Arizona ***(To be accepted by Members of the Explorer Post #142 and their Leaders Detective Octavio Saldana, Detective Roberto Rosales, Officer Tyler Nash, Officer Liliana Pinela, Officer Mayda Zelaya, Officer Victor Saldana, Officer Michael Medeiros, and Sergeant Patrick Goodpaster)***

#### 4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS (Continued)

##### A. PRESENTATIONS (Continued)

- (3) Certificate of Special Recognition to Gardena Senior High School Varsity Football Team; Winners of the:
- 2019 LA City Division III Championship
  - 2019 2<sup>nd</sup> Place State Division 7AA Championship
  - 2019 CIF California Southern Regional Division 7AA Championship
- (To be accepted by Gardena High School Football Team Members, Coaches, and School Administrators)***
- (4) Certificates of Commendation in Recognition of Receiving 2020 CALIFORNIA DISTINGUISHED SCHOOL AWARDS to:
- (a) 156<sup>th</sup> Street Elementary School  
***(To be accepted by Mrs. Sidra Dudley, Principal, 156<sup>th</sup> Street Elementary School)***
- (b) Chapman Elementary School  
***(To be accepted by Mrs. Sheronda Dowdell, Principal, Chapman Elementary School)***
- (5) Certificate of Recognition to Zeta Phi Beta Sorority, Inc. and Gardena Chapter Phi Theta Zeta in Honor of the International Centennial Celebration of the Incorporation of the Sorority, held January 16-18, 2020.  
***(To be accepted by Ms. Michelle Miller, MPA, President of Phi Theta Zeta Chapter)***

##### B. PROCLAMATIONS – **No Items**

##### C. APPOINTMENTS

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

#### 5. CONSENT CALENDAR

##### NOTICE TO THE PUBLIC

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

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

5. CONSENT CALENDAR (Continued)

B. CITY CLERK

(1) Approval of Minutes

(a) Gardena City Council Regular Meeting, January 14, 2020

(2) Affidavit of Posting Agenda on January 24, 2020

C. CITY TREASURER

(1) Approval of Warrants / Payroll Register

(a) January 14, 2020

D. CITY MANAGER

(1) Personnel Report No. P-2020-2

(2) RESOLUTION NO. 6430, Amending the List of Authorized Games and Authorizing the Play of Certain Games in Licensed Card Clubs

(3) RESOLUTION NO. 6431, Authorizing the City of Gardena to Partner in the Filing of Compton Creekside Affordable Housing Sustainable Communities Grant with Los Angeles County and Approve Agreements

(4) Approval of Purchase of Engines from Tom's Truck Center North County, LLC in the Amount of \$46,488

(5) Ratify Administrative Approval of Agreement with Lily Lapenna for a Contract Total of \$66,250

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. January 21, 2020, MEETING – **Meeting Cancelled**

ORAL COMMUNICATIONS

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

8. DEPARTMENTAL ITEMS

A. ADMINISTRATIVE SERVICES – **No Items**



8. DEPARTMENTAL ITEMS (Continued)

B. COMMUNITY DEVELOPMENT

- (1) ADOPTION OF URGENCY ORDINANCE NO. 1814, Amending the Gardena Municipal Code Relating to Accessory Dwelling Units and Junior Accessory Dwelling Units  
**Staff Recommendation: Adopt Urgency Ordinance No. 1814**

C. ELECTED & ADMINISTRATIVE OFFICES

- (1) Consideration of the Sale of the Wireless Tower Lease for the Wireless Tower Located at Bell Park, 14708 S. Halldale Avenue, Gardena, California 90247  
**Staff Recommendation: Make Motion to Grant Option to Purchase Wireless Tower; Authorize City Manager and/or City Attorney to Conduct Negotiations to Finalize if Option is Exercised**

D. GENERAL SERVICES

- (1) Approve Purchase Order to Vermeer Corporation for a Vermeer Tier 4 SC802 – 74HP Stump Cutter in the Amount of \$65,706.65 for Public Works Street & Highway Equipment Purchase, JN 942  
**Staff Recommendation: Approve Purchase**

E. POLICE

- (1) Authorization to Purchase Portable Radios from Motorola Solutions, Inc., in the Amount of \$83,911.00, Under the 2017 Homeland Security Program Grant  
**Staff Recommendation: Authorize Purchase**

F. RECREATION & HUMAN SERVICES – **No Items**

G. TRANSPORTATION

- (1) Approve City of Gardena's GTrans FY 2020-2022 Short Range Transit Plan  
**Staff Recommendation: Approve Plan**

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS

A. COUNCIL ITEMS – **No Items**

B. COUNCIL DIRECTIVES

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

D. COUNCIL REMARKS

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

**10. ANNOUNCEMENTS**

**11. REMEMBRANCES**

**12. ADJOURNMENT**

The Gardena City Council will adjourn to a Regular City Council Meeting, at 7:00 p.m., on Tuesday, February 11, 2020.

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

Dated this 24<sup>th</sup> day of January, 2020

/s/ MINA SEMENZA  
MINA SEMENZA, City Clerk

# Certificate of Recognition

presented to

## Anthony Fernandez



In genuine recognition of one who has proven to be a tremendously gifted and talented individual who, through the Gardena Juvenile Justice & Intervention Program's guidance, was able to attend and graduate from a California National Guard youth enrichment program at Sunburst Youth Academy, and has redirected his life so that he is currently working to complete his high school diploma at Gardena Senior High.




*We, the Mayor and Members of the City Council of the City of Gardena, California, are pleased and proud to officially commend and congratulate him for his positive life-changing decisions and achievements and extend best wishes for his continued success with his educational goals and in all of his future endeavors.*

**Presented - the 28<sup>th</sup> day of January, 2020**



Mayor Tasha Cerda

  
Councilmember Dan Medina  
Councilmember Mark E. Henderson  
Councilmember Rodney G. Tanaka  
Councilmember Art Kaskanian

## GARDENA MILITARY VETERAN RECOGNITION

### HONORING

# JORGE A. SERRANO

*(selected by Mayor Pro Tem Art Kaskanian)*

Mr. Serrano is 46 years old and a long-time resident of Gardena.

### Military Service:

Mr. Serrano entered the U.S. Marine Corps on November 13, 1991, and served until honorably discharged on November 12, 1995, at the rank of Corporal (E-4).

He served with the Camp Pendleton Truck Co. Headquarters Battalion, First Marine Division, as well as with the Ninth Engineer Support Battalion, 3<sup>rd</sup> Force Service Support Group in Okinawa, Japan.

His primary specialty was that of Motor Vehicle Operator, having received special training for this assignment.

Of note, Serrano also served in "Operation Restore Hope," an operation of the United States and many of its allied countries in Somalia, East Africa. The operation was protected by the United Nations and led by the United States. Somalia was in civil war and many Somalian people were dying from hunger. The goal of the operation was to create suitable conditions and to calm the tragic conditions in Somalia to help the Somali people in the southern part of the country who needed food. The operation was a success.

For his military service, Jorge Serrano was awarded the following:

- Rifle Expert Badge
- National Defense Service Medal
- Joint Meritorious Unit Award
- Armed Forces Expeditionary Medal
- Good Conduct Medal
- Sea Service Deployment Ribbon

**Certificate of Recognition**  
presented to  
**City of Gardena**  
**POLICE EXPLORERS**  
**POST #142**  
in official acknowledgement of their outstanding and  
**EXCEPTIONAL ACHIEVEMENTS**  
at the  
**Annual Chandler Tactical Law Enforcement**  
**EXPLORER COMPETITION,**

**January 17 through January 19, 2020, in Chandler, Arizona.**

These commendable accomplishments are deserving of public praise and recognition.


Please accept the City's sincere congratulations!

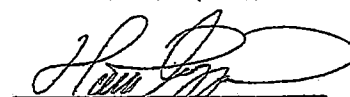
**Presented this 28<sup>th</sup> day of January, 2020**

  
Mayor Tasha Cerda

  
Councilmember Dan Medina

  
Councilmember Mark E. Henderson

  
Councilmember Rodney G. Tanaka

  
Councilmember Art Kaskanian



## CERTIFICATE of SPECIAL RECOGNITION

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

WHEREAS, it is with a great deal of pride and genuine pleasure that we express to all the members of the Gardena Senior High School Varsity Football Team, along with their outstanding Coaches and School Administrators, our sincere congratulations for the Panther's triumphs on November 22, 2019 and December 26, 2019, as follows:

**2019 LA CITY DIVISION III FOOTBALL CHAMPIONSHIP**

**2019 2<sup>nd</sup> PLACE STATE CHAMPIONSHIP DIVISION 7AA**

**2019 CIF CALIFORNIA SO. REGIONAL CHAMPIONSHIP DIVISION 7AA**

WHEREAS, it was an exciting, hard-fought, and victorious 2019 football season, and Gardena is proud of the outstanding record the member have earned and the fine publicity they have brought to Gardena Senior High School and to our community by their dazzling team play.

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

### GARDENA SENIOR HIGH SCHOOL - VARSITY FOOTBALL TEAM

NAME	POSITION		NAME	POSITION
Rogelio Soto	Offensive Lineman Defensive Lineman		David McCrae	Quarterback
Tyler Tillet	Wide Receiver		Andrew Bartolome	Running Back
Byron Flores	Kicker		Daquan Paul	Quarterback
Milton Armas	Wide Receiver		Tiwan Daniel	Linebacker
Avion Galves	Linebacker		Andre Lawson	Wide Receiver Cornerback
Deajon Little	Running Back Safety		Kwanta Pugh	Running Back Linebacker
Zaire Demetrious	Running Back		Nakye Washington	Wide Receiver

### COACHES AND SCHOOL ADMINISTRATION

	JIM McELROY - Head Coach	ROSIE MARTINEZ - Principal	
Chris Phillips - Asst. Coach	Damian Cartwright - Asst. Coach	Khary Wilder - Asst. Principal	Deborah Wallace - Athletic Director
Malcolm Smith - Asst. Coach	Terrence Williams - Asst. Coach	Earlondra Jackson-Grant - Asst. Principal	

in recognition of their excellent efforts and extraordinary accomplishments in the 2019 season, and to bestow this Special Recognition as a token of admiration with which they are regarded, together with sincere best wishes for Gardena Senior High's athletes to experience continued successes for many seasons to come.

This Certificate of Special Recognition is presented by the Mayor and Members of the City Council of the City of Gardena, California, this twenty-eighth day of January, 2020.

Mayor Tasha Cerda

Councilmember Dan Medina

Councilmember Mark E. Henderson

Councilmember Rodney G. Tanaka

Councilmember Art Kaskanian

# Certificate of Commendation

presented to

## **156<sup>th</sup> STREET ELEMENTARY SCHOOL**

To officially acknowledge and congratulate the unique and extraordinary achievement of being selected by the State of California to receive the

### ***2020 California Distinguished School Award***

Your school's distinctiveness is further demonstrated in that it is one of only two elementary schools in Gardena within the Los Angeles Unified School District to win the coveted Award.



*We, the Mayor and Council Members of the City of Gardena, California,  
hereby deem it a distinct honor and sincere pleasure to present  
this commendation to Principal Sidra Dudley,  
under whose exceptional leadership this honor was earned.*

✧ Presented this 28<sup>th</sup> day of January, 2020 ✧

Mayor Tasha Cerda

Councilmember Dan Medina

Councilmember Mark E. Henderson

Councilmember Rodney G. Tanaka

Councilmember Art Kaskanian

# Certificate of Commendation

presented to

## CHAPMAN ELEMENTARY SCHOOL

To officially acknowledge and congratulate the unique and extraordinary achievement of being selected by the State of California to receive the

### ***2020 California Distinguished School Award***

Your school's distinctiveness is further demonstrated in that it is one of only two elementary schools in Gardena within the Los Angeles Unified School District to win the coveted Award.



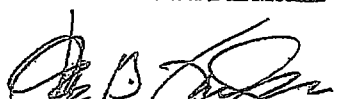
*We, the Mayor and Council Members of the City of Gardena, California,  
hereby deem it a distinct honor and sincere pleasure to present  
this commendation to Principal Sheronda Dowdell,  
under whose exceptional leadership this honor was earned.*

✦ Presented this 28<sup>th</sup> day of January, 2020 ✦

  
Mayor Tasha Cerda

  
Councilmember Dan Medina

  
Councilmember Mark E. Henderson

  
Councilmember Rodney G. Tanaka

  
Councilmember Art Kaskanian



# Certificate of Recognition

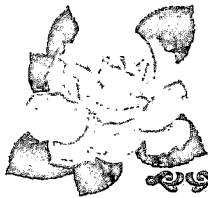
*presented to*

## **ZETA PHI BETA SORORITY, Inc.**

To acknowledge and extend sincere congratulations as members gather in Costa Mesa, California, for an

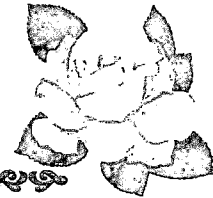
### **INTERNATIONAL / WEST CENTENNIAL CELEBRATION**

of its Incorporation on January 16, 1920, at Howard University, headquartered in Washington, D.C.



Words of praise and recognition are also extended to Gardena's own  
**PHI THETA ZETA CHAPTER**

chartered on October 27, 2007.



We, the Mayor and Members of the City Council of the City of Gardena, California, hereby offer our personal expressions of appreciation for the community-based endeavors of the Phi Theta Zeta Chapter and the precepts set at an international level in 1920 of scholarship, service, charity, civil and cultural endeavors, sisterhood, and finer womanhood.

Please accept our best wishes for a successful milestone celebration and for continued success of this worthy sorority in all of your many and most appreciated efforts.


**January 16 - 18, 2020 Celebration**



  
Mayor Tasha Cerda

  
Councilmember Dan Medina

  
Councilmember Mark E. Henderson

  
Councilmember Rodney G. Tanaka

  
Councilmember Art Kaskanian



**MINUTES**  
**Regular Meeting of the**  
**City of Gardena City Council**  
**Tuesday, January 14, 2020**

The regular meeting of the City Council of the City of Gardena, California, was called to order at 7:00 p.m. on Tuesday, January 14, 2020, in the Council Chamber of City Hall, 1700 West 162<sup>nd</sup> Street, Gardena, California; Mayor Tasha Cerda presiding.

**1. ROLL CALL**

Present: Mayor Tasha Cerda; Mayor Pro Tem Art Kaskanian; Council Member Mark E. Henderson; Council Member Dan Medina; and Council Member Rodney G. Tanaka. Other City officials and employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero. City Treasurer Ingrid Tsukiyama was not in attendance.

At 7:00 p.m., the City Council recessed into Closed Session in the Management Information Center of the Council Chamber at City Hall, with the following in attendance: Mayor Tasha Cerda; Mayor Pro Tem Art Kaskanian; Council Member Mark E. Henderson; Council Member Dan Medina; Council Member Rodney G. Tanaka; City Manager Clint Osorio; and City Attorney Carmen Vasquez.

**2. CLOSED SESSION**

**A. CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6

**(1) Agency Designated Representative:**

Clint Osorio, City Manager

**Employee Organization:**

Gardena Police Officers Association (GPOA)

Mike Sargent, Association President

Gardena Management Employees Organization (GMEO)

Vicky L. Barker, Attorney

Gardena Municipal Employees Association (GMEA)

Fred G. Quiel, Attorney

Confidential / Unrepresented Employees

**Mayor Cerda reconvened the meeting to the Regular Open Session at 7:55 p.m., and the City Clerk noted the return of all Council Members who were present at the meeting.**

*When City Attorney Vasquez was asked if there were any reportable actions from the Closed Session, she stated that no reportable action had been taken.*

**3. PLEDGE OF ALLEGIANCE & INVOCATION**

**A. PLEDGE OF ALLEGIANCE**

Isabella Garcia and Kaesilyn Chaichan led the Pledge of Allegiance. Both Isabella and Kaesilyn are students at 156<sup>th</sup> Street Elementary School. They introduced their family members and thanked the Council for inviting them to lead the Pledge of Allegiance. Kaesilyn gave a special shout-out to Mr. Hayashida for his participation in arranging for them to lead the Pledge of Allegiance.

3. PLEDGE OF ALLEGIANCE & INVOCATION (Continued)

B. INVOCATION

The Reverend Scott R. Fairchild, Marketplace Pastor of CrossRoad – South Bay, led the Invocation.

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

- (1) Gardena Military Veteran Recognition to Honor Veteran Ms. Stacy Lyn Summers, who served in the U.S. Air Force. *Council Member Tanaka thanked Ms. Summers for her military service. Then Mayor Tasha Cerda read a brief Biography and Ms. Summers was presented with a City of Gardena Veterans Commemorative Coin. Ms. Summers was given an opportunity to speak, and appropriate photos were taken.*
- (2) Recognition of Sol Smart Solar Award to City of Gardena  
– *was accepted by Acting Community Development Manager Raymond Barragan and Planning Assistant Amanda Acuna, with the City of Gardena Community Development Department.*
- (3) Certificates of Commendation in Special Recognition of Retirements after Long-Time Service with the City of Gardena to:
  - (a) Family Child Care Manager Lydia Robledo – 32 years
  - (b) Recreation Services Manager James Kimmons – 26 years
  - (c) City Attorney Peter Wallin – 17 years, 8 months

*Prior to receiving their Certificates, brief video presentations about each of them were shown, Recreation and Human Services Director Stephany Santin spoke, then the Retirees were given an opportunity to speak, photos were taken, and each was presented with a Certificate. These were accepted by Ms. Robledo, Mr. Kimmons and Mr. Wallin.*

B. PROCLAMATIONS

- (1) “Dr. Martin Luther King Jr. Celebration Week,” January 12 through 20, 2020  
– *Proclamation was accepted by Ms. Paulette Francis, Chair of Dr. Martin Luther King Jr. Cultural Committee of Gardena, joined by Members of the Committee*
- (2) “City of Gardena GTrans 80<sup>th</sup> Anniversary Day,” January 15, 2020  
– *was accepted by Director of Transportation Ernie Crespo,*
- (3) “School Choice Week in Gardena,” January 26 to February 1, 2020  
– *was proclaimed by Mayor Cerda*

C. APPOINTMENTS

- (1) Council Appointments to Commissions, Committees, Councils, and Boards  
(Appointees to be Ratified and Sworn In)
  - (a) Human Services Commission
    - (1) **Mr. Roy Kim** (Mayor Tasha Cerda)

**4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS (Continued)**

**C. APPOINTMENTS (Continued)**

**(1) Council Appointments to Commissions, Committees, Councils, and Boards (Continued)**

- (b) Planning and Environmental Quality Commission
- (c) Recreation and Parks Commission
- (d) Senior Citizens Commission
- (e) Gardena Youth Commission
- (f) Gardena Beautification Committee
- (g) Gardena Economic Business Advisory Council
- (h) Gardena Rent Mediation Board, Owner Representative
- (i) Gardena Rent Mediation Board, Tenant Representative
- (j) Gardena Rent Mediation Board, At-Large Representative

**It was moved by Mayor Cerda, seconded by Council Member Tanaka, and carried by the following roll call vote to Appoint Mr. Roy Kim to the Human Services Commission:**

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

**Noes: None**

**Absent: None**

**5. CONSENT CALENDAR**

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

**B. CITY CLERK**

**(1) Approved: Minutes of**

- (a) Gardena City Council Regular Meeting, December 10, 2019
- (b) Planning & Environmental Quality Commission, September 17, 2019

**(2) Approved: Affidavit of Posting Agenda on January 10, 2020**

**C. CITY TREASURER**

**(1) Approved: Warrants / Payroll Register**

- (a) December 24, 2019: Wire Transfer: 11839-11843; Prepay: 156981-156985; Check Nos. 156986-157203; for a total Warrants issued in the amount of \$5,004,118.15; Total Payroll Issued for December 20, 2019: \$2,384,500.24
- (b) January 14, 2020: Wire Transfer: 11844-11849; Prepay: 157204; Check Nos. 157206-157371; for a total Warrants issued in the amount of \$2,109,038.44; Total Payroll Issued for January 3, 2020: \$1,891,712.24

**(2) Approved: Monthly Portfolio**

- (a) October 2019
- (b) November 2019

**5. CONSENT CALENDAR (Continued)**

**D. CITY MANAGER**

- (1) **Approved:** Personnel Report No. P-2020-1
- (2) **Approved:** RESOLUTION NO. 6428, Amending the List of Authorized Games and Authorizing the Play of Certain Games in Licensed Card Clubs

**RESOLUTION NO. 6428**

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

- (3) **Approved:** RESOLUTION NO. 6427, Establishing Annual Regulatory Fees for Wholesalers or Distributors of Fireworks in Accordance with Section 8.16.115 of the Gardena Municipal Code Relating to Fireworks

**RESOLUTION NO. 6427**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, ESTABLISHING REGULATORY FEES FOR WHOLESALERS OR DISTRIBUTORS OF FIREWORKS IN ACCORDANCE WITH SECTION 8.16.115 OF THE GARDENA MUNICIPAL CODE FOR THE CALENDAR YEAR 2020

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

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

**Noes:** None

**Absent:** None

**6. EXCLUDED CONSENT CALENDAR**

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

**A. DECEMBER 17, 2019, MEETING**

**(1) Site Plan Review #3-18, Tentative Parcel Map #2-18.**

A proposal to construct three residential condominium units in the Medium Density Multiple-Family Residential (R-3) zone including a request for site plan review and tentative parcel map approval per section 18.44.010.A and Chapter 17.08 of the Gardena Municipal Code.

**Project Location:** 1333 West 168<sup>th</sup> Street (APN # 6111-010-041)

**Applicant:** Sato Teruichi

**Commission Action:** Commission Approved Resolution No. PC 19-19, approving Site Plan Review #3-18 and Tentative Parcel Map #2-18.

**This Item was Received and Filed.**

**B. JANUARY 7, 2020, MEETING – *Meeting Cancelled***

**ORAL COMMUNICATIONS**

- (1) Ms. Charlotte Lynch, resident: spoke about recognition of Veterans and “Operation Valentine;”
- (2) Ms. Cheral Sherman, Vice-President, Friends of Gardena Willows Wetland Preserve: acknowledged Director of Recreation and Human Services Stephany Santin and thanked her for all her help and what she is doing to support the Preserve. Sherman also spoke about upcoming events, new changes, and hours of operation. She invited everyone to visit the Preserve.

**8. DEPARTMENTAL ITEMS**

**A. ADMINISTRATIVE SERVICES**

- (1) Approval of Contract with Phoenix Group Information Systems for Citation Processing

City Manager Osorio presented the Staff Report.

**It was moved by Council Member Tanaka, seconded by Council Member Medina, and carried by the following roll call vote to Approve the Contract with Phoenix Group Information Systems:**

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

**Noes: None**

**Absent: None**

- (2) Approval of Three-Year Microsoft Software Assurance and Licensing Agreement for all City Departments

City Manager Osorio presented the Staff Report.

There was a discussion regarding the bid selected and how it seemed high. It was explained by City Manager Osorio that this bid was the lowest of the three, and much better than the other because we are able to pick and choose a la carte programs which will be a savings of \$200 more than the bid price. He continued, saying that, in the past, the City did a blanket purchase where we paid one price for everything. Council Member Henderson commended the staff for their negotiation and analysis.

**It was moved by Council Member Tanaka, seconded by Mayor Pro Tem Kaskanian, and carried by the following roll call vote to Approve Microsoft Assurance and Licensing Agreement with Crayon Software Experts LLC:**

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

**Noes: None**

**Absent: None**

**B. COMMUNITY DEVELOPMENT**

- (1) ORDINANCE NO. 1815, Introduction of Ordinance No. 1815, an Ordinance of the City Council of the City of Gardena, California, Repealing Chapter 15.04 of the Gardena Municipal Code and Adopting a New Chapter 15.04 Which Adopts by Reference the 2019 California Building Standards Code with Amendments, Except Part 9, and Readopts Section 15.04.020 Relating to Fees

**8. DEPARTMENTAL ITEMS (Continued)**

**B. COMMUNITY DEVELOPMENT (Continued)**

**(1) ORDINANCE NO. 1815 (Continued)**

**ORDINANCE NO. 1815**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REPEALING CHAPTER 15.04 OF THE GARDENA MUNICIPAL CODE AND ADOPTING A NEW CHAPTER 15.04 WHICH ADOPTS BY REFERENCE THE 2019 CALIFORNIA BUILDING STANDARDS CODE, WITH AMENDMENTS, EXCEPT PART 9, AND READOPTS SECTION 15.04.020 RELATING TO FEES

City Manager Osorio presented the Staff Report.

**Ordinance No. 1815 was introduced by Council Member Medina and a Public Hearing was set for February 11, 2020, City Council Meeting.**

**C. ELECTED & ADMINISTRATIVE OFFICES**

**(1) RESOLUTION NO. 6429, Approving and Accepting the County of Los Angeles' Sub-Award Agreement for Census 2020 Education and Outreach Activities**

**RESOLUTION NO. 6429**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING AND ACCEPTING THE COUNTY OF LOS ANGELES' SUB-AWARD AGREEMENT FOR CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES

City Manager Osorio presented the Staff Report.

**It was moved by Council Member Medina, seconded by Council Member Tanaka, and carried by the following roll call vote to Adopt Resolution No. 6429:**

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

**Noes: None**

**Absent: None**

**D. GENERAL SERVICES – No Items**

**E. POLICE – No Items**

**8. DEPARTMENTAL ITEMS (Continued)**

**F. RECREATION & HUMAN SERVICES**

- (1) RESOLUTION NO. 6425, Authorizing the City Manager to execute an Agreement for the Supportive Services Program on behalf of the City

**RESOLUTION NO. 6425**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SUPPORTIVE SERVICES PROGRAM ON BEHALF OF THE CITY FOR FISCAL YEAR 2019/2020

City Manager Osorio presented the Staff Report.

There was a discussion regarding how we plan to notify our residents regarding these services, and why don't we get more than \$54,000. Director of Recreation & Human Services Stephany Santin came forward and stated that these programs are already in place and we get the word out by updating our social media platforms, updating flyers and announcing them in our "Live, Work & Play" booklet. She also explained that the money we receive is done by a formula and the match that we give is based on volunteer hours as well. Council Member Henderson then asked if we could also do a presentation to our senior groups. Director Santin replied that yes, she would be able to do a presentation.

**It was moved by Council Member Henderson, seconded by Council Member Medina, and carried by the following roll call vote to Adopt Resolution No. 6425:**

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

- (2) RESOLUTION NO. 6426, Authorizing the City Manager to execute an Agreement for the Supportive Elderly Nutrition Program on behalf of the City

**RESOLUTION NO. 6426**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE ELDERLY NUTRITION PROGRAM ON BEHALF OF THE CITY FOR FISCAL YEAR 2019/2020

City Manager Osorio presented the Staff Report, indicating that the program included the "Meals on Wheels" service to senior citizens.

**It was moved by Council Member Medina, seconded by Council Member Henderson, and carried by the following roll call vote to Adopt Resolution No. 6426:**

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



8. DEPARTMENTAL ITEMS (Continued)

G. TRANSPORTATION – No Items

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS

A. COUNCIL ITEMS – No Items

B. COUNCIL DIRECTIVES

- (1) Council Member Medina asked City Manager Osorio for a follow-up status report about a previous directive regarding repaving the roadway on Gramercy Place between 169<sup>th</sup> Street and Artesia Boulevard.
- (2) Council Member Henderson asked for a follow-up report regarding the City's use of minority-owned banks to conduct the City's financial transactions.  
*This request was seconded by Mayor Pro Tem Kaskanian*
- (3) Mayor Pro Tem Kaskanian asked City Manager Osorio for information regarding the property (to be utilized as a school) on the northwest corner of Marine and Western Avenues.

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

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

- (1) Status update regarding Council Member Henderson previous directive seeking information regarding citizen complaints regarding trash receptacle collection for all commercial rubbish accounts in the City;
- (2) Repaving schedule of Gramercy Place between 169<sup>th</sup> Street and Artesia Boulevard;
- (3) Traffic congestion concern update regarding intersection at Artesia Boulevard and Western Avenue;
- (4) Status update regarding Mayor Pro Tem previous directive requesting the property located at 15106 Western Avenue;
- (5) Official Pinning Ceremony for Gardena Police Chief Michael Saffell scheduled for Wednesday, 01/15/2020, at 10:00 am at the Nakaoaka Community Center;
- (6) GTrans 80<sup>th</sup> Anniversary Day during which riders can ride for free all day on Wednesday, 01/15/2020;
- (7) Town Hall Meeting at the Nakaoaka Community Center regarding Voting Options on Thursday, 01/16/2020 beginning at 6:30 p.m.;
- (8) Christmas Tree Recycling information;
- (9) Homeless Count, 16206 So. Western Avenue, on Wednesday, 01/22/2020 at 8:00 p.m.;
- (10) Free Shredding Event for Gardena Residents on Saturday, 02/1/2020 from 9:00 a.m. to 1:00 p.m., at Gardena City Hall; and
- (11) Free Household Hazardous & Electronic Waste Recycling Roundup at Johnson Park, Saturday, 02/22/2020, from 9:00 a.m. to 3:00 p.m.

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

- (1) COUNCIL MEMBER HENDERSON – he wished everyone a Happy New Year. He said he had an opportunity to have a few mentoring sessions with college students. He stated he did his community visits. He congratulated his son daughter-in-law for giving birth to a baby girl, Jade Adrian. He said his wife is now a grandmother and he is the first “grand-dude.” He said it was interesting to watch his kid have a kid and shared that it was a special moment for his son to feel the weight of the world and for his son to feel what true responsibility is.
- (2) COUNCIL MEMBER MEDINA – since the last Council Meeting, he had a chance to deliver half-sheet birthday cakes to seven Convalescent Homes. He said he has had the privilege to work at the South Bay Cities Council of Governments and reported they were working to change some statistics having to do with state-mandated housing numbers, which is a big problem right now. He attended the West Basin Water District Association meeting and reported that our reservoirs are currently at a 159% level. He attended the Sanitation District and reported on both good and bad news. The good news is that we were producing more sludge per day from 20 tons to 300 tons a day; the bad news is that the recycling dropped from 13% to 0.5%. He said the next meeting of Sanitation District will be held in Carson. He attended the Metro Service Council along with Ernie Crespo and said he’s proud to say he’s part of GTrans. He invited everyone to the pinning ceremony in honor of Chief of Police Mike Saffell. He reminded everyone to go to GTrans right after the Chief’s Ceremony to celebrate GTrans’ 80<sup>th</sup> birthday.
- (3) MAYOR PRO TEM KASKANIAN – wished everyone a Happy New Year and said he hopes 2020 will be better than 2019. Since the last Council Meeting, he reported that he attended Breakfast with Santa and the Helping Hands Christmas gift distribution and thanked Jaclyn Coppa and her staff from Human Services. He also thanked LA County Fire Department for helping distribute toys and gifts. He attended Crenshaw Lumber Company’s Christmas/Grand Opening party. He attended block parties. He apologized for being late to the event held at a convalescent home. He congratulated Council Member Mark Henderson for becoming a “grand-dude” and congratulated Nichelle Henderson on becoming a grandmother.
- (4) MAYOR CERDA – she said she attended lots of Christmas parties. She had the opportunity to visit a float “Donate Life Rose Parade Float,” a float that represented those who donated organs and those who lived. She attended two funerals for two Gardena residents: Ms. Fan Troy and Mr. Harold Prewitt. With GTrans staff, she attended a “Stuff a Bus” event which was a competition with other transit companies to fill up a bus with gifts first. She thanked everyone who participated in that event. She attended the South Bay Association of Realtors’ Installation Banquet which was also a farewell for our City Clerk Mina Semenza as she was honored as outgoing President of the association. She attended a workshop in Sacramento, joined by City Manager Osorio and Chief-of-Police Saffell, to speak on behalf of our City to the General Attorney asking that he not make the rules and regulation changes to our casinos which will seriously impact our revenue. She thanked Council Member Medina for covering the Sanitation District meeting she was not able to make. She thanked the Council for always being so willing to help each other out.
- (5) COUNCIL MEMBER TANAKA – he wished everyone a Happy New Year and Happy Year of the Rat. He listed the events he attended: Gardena CERT Pot Luck; Police Officers Foundation Shop with a Cop giveaway to families; Human Services Helping Hands giveaway at Rush Gym; Breakfast with Santa at the Nakaoka Community Center; Chat with the Chief; Special Santa Float that gave toys away to children in our community; Gardena Police Association 156<sup>th</sup> Elementary School leadership pizza

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

**D. COUNCIL REMARKS (Continued)**

**(5) COUNCIL MEMBER TANAKA (Continued)**

Celebration; the last Santa Float of the season; Crenshaw Lumber Christmas luncheon; Las Flores home for a Santa visit by the Police Officers Association; Gardena City's Health Fair; League of California Cities first meeting of the year; 90<sup>th</sup> birthday celebration for retired LAPD Captain Bob McBay; and a funeral service for his good friend, John T. Nicholson. He shared that Mr. Nicholson was one of the ones who made him more confident and become more involved in the community; he will be definitely be missed. He said he was looking forward to tomorrow to celebrate Chief Saffell's pinning ceremony.

**10. ANNOUNCEMENTS**

**Mayor Cerda announced:**

- (1) Official Pinning Ceremony for Michael Saffell to the position of Chief of Police, Wednesday, January 15, 2020, 10:00 a.m., at the Nakaoka Community Center.
- (2) Town Hall Meeting, Thursday, January 16, 2020, with special emphasis regarding the New Voting system, and to "Meet and Greet" the Candidates 6:30 p.m. at Nakaoka Community Center.
- (3) After the adjournment of tonight's City Council meeting, Mayor Cerda invited everyone to stay and have Cake in celebration of Mayor Pro Tem Kaskanian's Birthday, and a Cake for a Retirement Farewell to Peter Wallin as City Attorney.

**11. REMEMBRANCES**

**Mr. Gary Cloy**, 66 years old, beloved father of Custodian II Marcell Cloy with the City of Gardena General Services Department; **Mr. Bret Smith**, 56 years of age, beloved father of Recreation Leader I Darren Smith, with the City of Gardena Recreation and Human Services Department; **Mr. Jose Arechiga**, 64 years old, beloved father of Transit Mechanic Osvaldo Arechiga, with City of Gardena GTrans; and **Mr. John Thomas Nicholson**, 96 years of age, long-time resident of Gardena, strong supporter of numerous community activities, beloved friend and mentor to many, and a long-time member of Kiwanis Club of Gardena Valley, who was the recipient of many Local, District, and International Kiwanis Awards – well-known for his dedicated leadership, especially of the youth through the CSUDH Circle K, and the Gardena High School and California Academy of Math & Science High School Key Clubs.

**12. ADJOURNMENT**

At 9:27 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the next regular City Council Meeting, at 7:00 p.m., on Tuesday, January 28, 2020.

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

APPROVED:

\_\_\_\_\_  
Tasha Cerda, Mayor

By: \_\_\_\_\_  
Becky Romero, Deputy City Clerk

CONSENT CALENDAR  
AGENDA NO. 5.C.(1)(a)  
January 28, 2020

MEMORANDUM

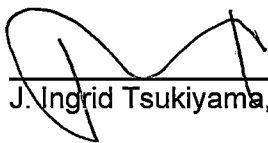
TO: Honorable Mayor and City Council  
FROM: Treasurer's Department  
DATE: January 24, 2020  
SUBJECT: WARRANT REGISTER  
PAYROLL REGISTER

(a) January 28, 2020 TOTAL WARRANTS ISSUED: \$1,842,415.46

Wire Transfer: 11850  
Prepay: 157372  
Check Numbers: 157373-157561  
Checks Voided:

Total Pages of Register: 22

January 17, 2020 TOTAL PAYROLL ISSUED: \$2,221,085.61



J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

vchlist  
01/23/2020 5:43:44PM

Voucher List  
CITY OF GARDENA

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11850	1/13/2020	104058 ADMINISURE INC.	011320		WORKERS' COMP CLAIMS ADMINISTR	11,224.98
					Total :	11,224.98
157372	1/22/2020	110923 CALIFORNIA CITIES GAMING, AUTHORITY	011620		ANNUAL MEMBER CONTRIBUTION - FY	30,000.00
					Total :	30,000.00
157373	1/28/2020	104058 ADMINISURE INC.	12906	023-01225	ADMINISURE CLAIMS ADMINISTRATION	11,340.00
			12981	023-01225	ADMINISURE CLAIMS ADMINISTRATION	11,340.00
					Total :	22,680.00
157374	1/28/2020	101748 AFTERMARKET PARTS COMPANY LLC, THE	81971845		GTRANS AUTO PARTS	2,108.30
			81972064		GTRANS AUTO PARTS	1,012.74
			81978065	037-09848	GTRANS AUTO PARTS	548.74
			81978066		GTRANS AUTO PARTS	73.58
			81978068		GTRANS AUTO PARTS	1,715.84
					Total :	5,459.20
157375	1/28/2020	101713 ALL AMERICAN ASPHALT	188128	024-00613	NORMANDIE AVENUE STREET IMPROV	633,723.87
					Total :	633,723.87
157376	1/28/2020	100925 AMERICAN MOVING PARTS	01A104503		GTRANS AUTO PARTS	66.69
					Total :	66.69
157377	1/28/2020	110924 AMERINE, CHAD	UNIFORM		UNIFORM ALLOWANCE	350.00
					Total :	350.00
157378	1/28/2020	104854 APPLE SPICE JUNCTION	17773		CATERING SERVICES - EMPLOYEE HO	1,275.59
					Total :	1,275.59
157379	1/28/2020	110787 ARGUETA, MARILYN	4		INTERN SERVICES - JANUARY 2020	100.00
					Total :	100.00
157380	1/28/2020	108703 ARMS UNLIMITED	AU7012	035-00966	REMINGTON R10 SA BLACK RIFLE WE	5,672.00
					Total :	5,672.00
157381	1/28/2020	104275 ASCAP	100005427662		IMLA LICENSING FEES - ACCT:#500636	725.00

Page: 1

Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157381	1/28/2020	104275 104275 ASCAP	(Continued)		Total :	725.00
157382	1/28/2020	616090 AT&T	3232408 01/01/20		TELEPHONE	845.05
					Total :	845.05
157383	1/28/2020	100474 AT&T LONG DISTANCE	335905		LEA TRACKING	70.00
					Total :	70.00
157384	1/28/2020	100964 AT&T MOBILITY	287290395417X1102020		PD CELL PHONE ACCT #287290395417	446.38
			287293416290X1102020		PD CELL PHONE ACCT #287293416290	3,121.00
			287293420631X1102020		PD CELL PHONE ACCT #287293420631	-473.32
			287295242065X1102020		PD CELL PHONE ACCT #287295242065	460.24
			828667974X01162020		CM CELL PHONE ACCT #828667974~	86.46
					Total :	3,640.76
157385	1/28/2020	102880 AUTOPLEX, INC.	11582		2016 FORD INTRCPTR #1488057 OIL &	45.40
					Total :	45.40
157386	1/28/2020	110929 BADEA, JOHEL	PERMIT #16296		PERMIT DEPOSIT REFUND - 2707 W. 14	2,000.00
					Total :	2,000.00
157387	1/28/2020	107141 BARRAGAN, RAYMOND	FALL 2019		EDUCATIONAL REIMBURSEMENT	2,500.00
					Total :	2,500.00
157388	1/28/2020	110190 BASNET FAMILY CHILD CARE	DECEMBER 2019		CHILD CARE PROVIDER	4,430.00
					Total :	4,430.00
157389	1/28/2020	102400 BAYSIDE MEDICAL CENTER	00084823		DOT/BAT, DMV PHYSICAL - A.DACALDA	355.00
			00085298		DRUG SCREEN - S.BELL	75.00
					Total :	430.00
157390	1/28/2020	802155 BAYSIDE REPORTING COMPANY	11822		RECORDS/REPORTER'S CERTIFICATE	1,659.50
			11879		RECORDS/REPORTER'S CERTIFICATE	2,659.75
			11899		RECORDS/ REPORTER'S CERTIFICATE	453.50
					Total :	4,772.75
157391	1/28/2020	102135 BEHREND, KENT	00002031	023-01224	IT NETWORK SUPPORT	3,400.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157391	1/28/2020	102135 102135 BEHREND, KENT	(Continued)		Total :	3,400.00
157392	1/28/2020	110921 BELL, RODERICK	011320		MGMT ANNUAL HEALTH BENEFIT	500.00
					Total :	500.00
157393	1/28/2020	108715 BOBBS, CINDY	DECEMBER 2019		CHILD CARE PROVIDER	1,890.00
					Total :	1,890.00
157394	1/28/2020	110399 C.A. SHORT COMPANY	7023460		AWARDS & RECOGNITION SUPPLIES	946.44
					Total :	946.44
157395	1/28/2020	110632 CA PERMITS	PERMIT #50019-0887		PERMIT DEPOSIT REFUND - 1131 W. 1E	34.00
					Total :	34.00
157396	1/28/2020	823003 CARL WARREN & COMPANY	DECEMBER 2019		CLAIMS MANAGEMENT	955.00
					Total :	955.00
157397	1/28/2020	803420 CARPENTER, ROTHANS & DUMONT, LAW OFF	34283		PROFESSIONAL SERVICES	283.65
			34284		PROFESSIONAL SERVICES	918.22
			34285		PROFESSIONAL SERVICES	1,356.50
			34286		PROFESSIONAL SERVICES	72.00
			34287		PROFESSIONAL SERVICES	144.00
			34288		PROFESSIONAL SERVICES	216.00
			34317		PROFESSIONAL SERVICES	72.00
			34318		PROFESSIONAL SERVICES	198.50
			34319		PROFESSIONAL SERVICES	7,446.42
			34320		PROFESSIONAL SERVICES	3,334.83
			34321		PROFESSIONAL SERVICES	1,303.14
			34322		PROFESSIONAL SERVICES	435.60
			34323		PROFESSIONAL SERVICES	180.00
			34324		PROFESSIONAL SERVICES	1,646.78
			34385		PROFESSIONAL SERVICES	3,896.20
					Total :	21,503.84
157398	1/28/2020	103489 CF UNITED LLC	144-H 120119-123119		CAR WASH	60.00
					Total :	60.00
157399	1/28/2020	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY C/	DECEMBER 2019		CHILD CARE PROVIDER	3,115.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157399	1/28/2020	103127	103127 CHILD 2 CHILD CONNECTION, FAMILY D/ (Continued)		Total :	3,115.00
157400	1/28/2020	103465	COMMUNITY VETERINARY HOSPITAL	388320	VETERINARY SERVICES - AMIR ~	73.00
					Total :	73.00
157401	1/28/2020	103125	COMPLETE COACH WORKS	78650	GTRANS AUTO PARTS	1,587.37
					Total :	1,587.37
157402	1/28/2020	109913	COSTAR REALTY INFORMATION INC.	110536291	COSTAR SUITE - JANUARY 2020	995.94
					Total :	995.94
157403	1/28/2020	110907	CRAYON SOFTWARE EXPERTS, LLC	3023858	023-01255 ANNUAL MICROSOFT LICENSE RENEW	154,829.40
					Total :	154,829.40
157404	1/28/2020	103353	CRM COMPANY, LLC.	LA14991	SCRAP TIRE DISPOSAL FEE PASS	29.50
				LA14992	SCRAP TIRE DISPOSAL FEE MIX	39.50
				LA14993	SCRAP TIRE DISPOSAL FEE MIX	39.50
				LA14994	SCRAP TIRE DISPOSAL FEE	29.50
					Total :	138.00
157405	1/28/2020	104736	D&R OFFICE WORKS, INC.	0116202	034-00425 NCC REMODEL PROJECT	35,039.75
					Total :	35,039.75
157406	1/28/2020	104736	D&R OFFICE WORKS, INC.	0116227	034-00425 NCC REMODEL PROJECT	14,782.50
					Total :	14,782.50
157407	1/28/2020	110844	DATA GEAR	42059	035-00955 VIDEO POLICING SYSTEM CAMERA M/	400.00
					Total :	400.00
157408	1/28/2020	312558	DEPARTMENT OF ANIMAL CARE, & CONTROL SEPTEMBER 2019	039-00061	ANIMAL CARE AND CONTROL SERVICE	19,915.50
					Total :	19,915.50
157409	1/28/2020	110457	DETTORE, TONY	012320	CANDLELIGHT DINNER ENTERTAINME	160.00
					Total :	160.00
157410	1/28/2020	105182	DIRECTV	37010604827	DIRECTV SERVICE - BUSINESS XTRA -	59.24
					Total :	59.24



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157411	1/28/2020	109416 E S SPORTS	11062		PD AUTO PARTS	220.04
			11063		CUSTOM GRAPHICS FOR UNIT GT1	775.94
			11074		PD AUTO PARTS	220.04
			11075		CUSTOM GRAPHICS FOR UNIT PE-2	249.25
					<b>Total :</b>	<b>1,465.27</b>
157412	1/28/2020	107353 EMERGENCY RESPONSE CRIME SCENE, CLE T2019-446	T2020-106		DISINFECT (1) POLICE VEHICLE	250.00
					DISINFECT (1) POLICE VEHICLE	650.00
					<b>Total :</b>	<b>900.00</b>
157413	1/28/2020	105418 EMPIRE CLEANING SUPPLY	1148786	024-00599	CUSTODIAL SUPPLIES	1,956.37
			1150372	024-00599	CUSTODIAL SUPPLIES	339.32
					<b>Total :</b>	<b>2,295.69</b>
157414	1/28/2020	303348 EMPLOYMENT DEVELOPMENT, DEPARTMEN L1584570592			EDD WHITHOLDING NOTICE L158457	522.92
					<b>Total :</b>	<b>522.92</b>
157415	1/28/2020	110930 ENGINEERING ASSOCIATES LLC	PERMIT #15966		PERMIT DEPOSIT REFUND - 1801 RED	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
157416	1/28/2020	107690 ENLIGHTENMENT CHILD, DEVELOPMENT CEI DECEMBER 2019			CHILD CARE PROVIDER	3,817.00
					<b>Total :</b>	<b>3,817.00</b>
157417	1/28/2020	103795 ESCALANTE FAMILY CHILD CARE	DECEMBER 2019		CHILD CARE PROVIDER	5,460.00
					<b>Total :</b>	<b>5,460.00</b>
157418	1/28/2020	107510 ESCALANTE, WENDY E.	DECEMBER 2019		CHILD CARE PROVIDER	5,826.00
					<b>Total :</b>	<b>5,826.00</b>
157419	1/28/2020	109426 ESPINOSA, VANESSA	01/01-01/15/20		PROFESSIONAL SERVICES - CASE WC	1,134.00
					<b>Total :</b>	<b>1,134.00</b>
157420	1/28/2020	100898 ESPINOZA, JOSE	FALL 2019		EDUCATIONAL REIMBURSEMENT	2,236.00
					<b>Total :</b>	<b>2,236.00</b>
157421	1/28/2020	108574 EVANBROOKSASSOCIATES, INC.	19012-1	037-09845	NTD PASSENGER MILES DATA COLLEC	4,632.73
					<b>Total :</b>	<b>4,632.73</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157422	1/28/2020	100055 FAIR HOUSING FOUNDATION	DECEMBER 2019		CDBG CONSULTANT	2,062.81
					Total :	2,062.81
157423	1/28/2020	106129 FEDEX	106129		SHIPPING SERVICES	52.99
			6-846-58433		SHIPPING SERVICES	104.57
			6-887-38417		SHIPPING SERVICES	36.23
			6-893-69305		SHIPPING SERVICES	142.58
					Total :	336.37
157424	1/28/2020	110888 FEHR & PEERS	135136	032-00049	CONSULTING SERVICES - SB743 IMPLI	3,066.00
					Total :	3,066.00
157425	1/28/2020	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT 2505791911			DRUG TEST/ADMIN FEE	40.04
					Total :	40.04
157426	1/28/2020	110683 FOBBS-HOLMAN, FAITH	DECEMBER 2019		CHILD CARE PROVIDER	2,351.00
					Total :	2,351.00
157427	1/28/2020	106465 FOX FIRST AID & SAFETY	60701		PARK MAINT SUPPLIES	85.41
					Total :	85.41
157428	1/28/2020	103134 FRANCO'S UPHOLSTERY &, ACCESSORIES	13214		REUPHOLSTER ONE SEAT	150.00
					Total :	150.00
157429	1/28/2020	107724 GARCIA, CLAUDIA CRISTINA	DECEMBER 2019		CHILD CARE PROVIDER	8,753.00
					Total :	8,753.00
157430	1/28/2020	207133 GARCIA, NANCY C.	DECEMBER 2019		CHILD CARE PROVIDER	4,380.00
					Total :	4,380.00
157431	1/28/2020	107030 GARDENA AUTO PARTS	101536		PD AUTO PARTS	153.74
			101537		PW AUTO PARTS	-59.13
			101543		PD AUTO PARTS	-19.71
			102133		PD AUTO PARTS	42.77
			104158		PD AUTO PARTS	24.24
			104281		PD AUTO PARTS	29.59
			104285		PD AUTO PARTS	29.59
			104400		PD AUTO PARTS	42.77

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157431	1/28/2020	107030 GARDENA AUTO PARTS	(Continued)			
			105914		PW AUTO PARTS	59.51
			107637		PW AUTO PARTS	29.30
			107745		PW AUTO PARTS	109.45
			107792		PW AUTO PARTS	27.46
					<b>Total :</b>	<b>469.58</b>
157432	1/28/2020	107735 GARDENA NISSAN	474855		PD AUTO PARTS	121.91
					<b>Total :</b>	<b>121.91</b>
157433	1/28/2020	106470 GILLIG LLC	40658607		GTRANS AUTO PARTS	981.07
					<b>Total :</b>	<b>981.07</b>
157434	1/28/2020	619004 GOLDEN STATE WATER CO.	010720		WATER	4,790.13
					<b>Total :</b>	<b>4,790.13</b>
157435	1/28/2020	110887 GONZALEZ, GABRIEL	040819		REIMBURSEMENT - CALIFORNIA PEST	180.00
					<b>Total :</b>	<b>180.00</b>
157436	1/28/2020	110435 GUERRERO, ANGELICA	DECEMBER 2019		CHILD CARE PROVIDER	4,913.00
					<b>Total :</b>	<b>4,913.00</b>
157437	1/28/2020	208114 HASSOLDT, MATTHEW S.	WINTER 2019-20		EDUCATIONAL REIMBURSEMENT	690.00
					<b>Total :</b>	<b>690.00</b>
157438	1/28/2020	108607 HENDERSON-BATISTE, TANEKA	DECEMBER 2019		CHILD CARE PROVIDER	3,601.00
					<b>Total :</b>	<b>3,601.00</b>
157439	1/28/2020	108434 HOME DEPOT CREDIT SERVICES	1040987		PD PROGRAM SUPPLIES	174.93
			1274831		SIGNS/SIGNALS SUPPLIES	106.94
			1524132		PD PROGRAM SUPPLIES	23.73
			2025155		BLDG MAINT SUPPLIES	56.73
			2025218		SIGNS/SIGNALS SUPPLIES	413.72
			5050569		SIGNS/SIGNALS SUPPLIES	169.74
			6042374		BLDG MAINT SUPPLIES	16.40
			6051459		BLDG MAINT SUPPLIES	9.59
			6051462		STREET MAINT SUPPLIES	76.63
			900583		ANIMAL CONTROL SUPPLIES	-130.22

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157439	1/28/2020	108434 HOME DEPOT CREDIT SERVICES	(Continued)			
			900584	G	ANIMAL CONTROL SUPPLIES	-75.47
					Total :	842.72
157440	1/28/2020	110367 HUMANSAVE	011320		GDAAP EDUCATIONAL WORKSHOP	100.00
			011820		GDAAP EDUCATIONAL WORKSHOP	100.00
					Total :	200.00
157441	1/28/2020	103064 ITERIS, INC.	118710	024-00615	CROSSWALK FOR VERMONT AVE AND	2,576.00
					Total :	2,576.00
157442	1/28/2020	110733 J & S PROPERTY MANAGEMENT AND, MAINTI	4550	037-09857	LANDSCAPE MAINTENANCE SERVICE	1,295.83
					Total :	1,295.83
157443	1/28/2020	108555 JALISCO TIRE & AUTO REPAIR	010920		(4) TIRES MOUNT & BALANCE, (3) FLAT	85.00
			121519		(2) FLAT REPAIR	15.00
					Total :	100.00
157444	1/28/2020	210001 JAMISON, JACQUELYN	DECEMBER 2019		CHILD CARE PROVIDER	2,258.00
					Total :	2,258.00
157445	1/28/2020	110785 JEAN-BAPTISTE, ARLENE	4		INTERN SERVICES - JANUARY 2020	100.00
					Total :	100.00
157446	1/28/2020	105226 JEKAL FAMILY CHILD CARE	DECEMBER 2019		CHILD CARE PROVIDER	5,946.00
					Total :	5,946.00
157447	1/28/2020	110014 JENKINS, JOAN STEIN	11/19-01/06/20		MONTHLY CITY PROSECUTOR CHARG	2,340.00
					Total :	2,340.00
157448	1/28/2020	111149 KELLY PAPER COMPANY	10081990		BUS OFFICE SUPPLIES	70.95
					Total :	70.95
157449	1/28/2020	110456 KHAIRZADA, MAHMOODA	DECEMBER 2019		CHILD CARE PROVIDER	4,278.00
					Total :	4,278.00
157450	1/28/2020	111436 KIKU FLORIST	79339		VETERAN'S DAY WREATH	114.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157450	1/28/2020	111436 111436 KIKU FLORIST	(Continued)		Total :	114.98
157451	1/28/2020	111045 KJ SERVICES	1768		BOTTLE & CAN RECYCLING PROGRAM	127.50
			1769		USED OIL PROGRAM EXPENSE - DECE	212.50
					Total :	340.00
157452	1/28/2020	110852 KREUZER CONSULTING GROUP	19-140	037-09884	CONSULTINT SERVICES - GTRANS CIV	8,250.50
					Total :	8,250.50
157453	1/28/2020	312113 L.A. COUNTY SHERIFF'S DEPT	202131BL		INMATE MEAL DELIVERY PROGRAM - I	1,161.18
					Total :	1,161.18
157454	1/28/2020	104203 L.A. PAINT & BODY WORKS	74746	037-09903	BUS REPAIR FOR BUS #738	4,492.30
					Total :	4,492.30
157455	1/28/2020	106306 LABEL SERVICE, INC.	70662		GET INVOLVED GARDENA SUPPLIES	1,733.80
					Total :	1,733.80
157456	1/28/2020	112015 LACERDA, DALVANICE	DECEMBER 2019		CHILD CARE PROVIDER	7,480.00
					Total :	7,480.00
157457	1/28/2020	110777 LEARN N PLAY FAMILY DAYCARE	DECEMBER 2019		CHILD CARE PROVIDER	1,897.00
					Total :	1,897.00
157458	1/28/2020	108237 LEO WEB PROTECT	2246	035-00967	POLICE PRIVACY SERVICE SUBSCRIP	5,024.33
					Total :	5,024.33
157459	1/28/2020	102376 LEXISNEXIS RISK SOLUTIONS	1328345-20191130		MONTHLY SUBSCRIPTION FEE~	614.95
			1328345-20191231		MONTHLY SUBSCRIPTION FEE~	737.94
					Total :	1,352.89
157460	1/28/2020	112260 LIEBERT CASSIDY WHITMORE	1487713		PROFESSIONAL SERVICES	2,051.00
			1487714		PROFESSIONAL SERVICES	1,289.50
			1487715		PROFESSIONAL SERVICES	2,704.00
			1487716		PROFESSIONAL SERVICES	1,292.00
			1489379		PROFESSIONAL SERVICES	5,028.00
			1489380		PROFESSIONAL SERVICES	1,096.50
			1489381		PROFESSIONAL SERVICES	3,565.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157460	1/28/2020	112260 LIEBERT CASSIDY WHITMORE	(Continued) 1489382 1490433		PROFESSIONAL SERVICES PROFESSIONAL SERVICES	438.00 1,538.50
					Total :	19,002.55
157461	1/28/2020	102233 LITTLE PEOPLE DAY CARE	DECEMBER 2019		CHILD CARE PROVIDER	3,868.00
					Total :	3,868.00
157462	1/28/2020	110926 LIVING WORD, THE	BL #27648		REFUND - BUSINESS LICENSE OVERP	11.50
					Total :	11.50
157463	1/28/2020	312665 LOS ANGELES SUPERIOR COURT	OCT-DEC 2019	035-00957	PARKING CITATION SURCHARGE	103,577.00
					Total :	103,577.00
157464	1/28/2020	112615 LU'S LIGHTHOUSE, INC.	01158192 01158759		GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES	95.64 177.26
					Total :	272.90
157465	1/28/2020	110204 MA-5	1016	035-00939	INVESTIGATION SERVICES - DECEMBE	5,012.50
					Total :	5,012.50
157466	1/28/2020	109203 MAKAI SOLUTIONS	3267 3347	037-09872	GTRANS FACILITIES EQUIPMENT MAIN GTRANS SHOP REPAIR & PARTS	4,488.00 448.52
					Total :	4,936.52
157467	1/28/2020	113036 MANERI SIGN CO., INC.	40006897 40006898		SIGNS - 48"X9" "ERIC WILLIAMS ROAD SIGNS - 42"X9" "DENKER AV 17800"	137.28 208.06
					Total :	345.34
157468	1/28/2020	813030 MANNING & KASS	660013 660014 660015		LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES	1,660.90 8,877.30 169.10
					Total :	10,707.30
157469	1/28/2020	107644 MARTINEZ, CHERYL NAOMI	DECEMBER 2019		CHILD CARE PROVIDER	3,732.00
					Total :	3,732.00
157470	1/28/2020	104773 MARTINEZ, KAMBY	DECEMBER 2019		CHILD CARE PROVIDER	5,960.00

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Bank code :		usb				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157470	1/28/2020	104773 104773 MARTINEZ, KAMBY	(Continued)		Total :	5,960.00
157471	1/28/2020	113046 MARX BROS. FIRE EXTINGUISHER, CO., INC.	P30125		FIRE EXTINGUISHER SERVICE- PW	55.00
					Total :	55.00
157472	1/28/2020	101029 MATTHEW BENDER & CO., INC.	15939480		CA CODES 4-IN-1 2020 EDITION	168.01
					Total :	168.01
157473	1/28/2020	113064 MCMASTER-CARR SUPPLY COMPANY	26578741		GTRANS SHOP SUPPLIES	67.83
			26856502		GTRANS SHOP SUPPLIES	262.67
			26898331		GTRANS SHOP SUPPLIES	87.77
					Total :	418.27
157474	1/28/2020	109996 MEDIACENTRIC INTEGRATION, INC.	12309		ROWLEY TOUCH PANEL ADDITION	1,997.45
					Total :	1,997.45
157475	1/28/2020	110659 MELIA HOMES	PERMIT #16334		PERMIT DEPOSIT REFUND - VERMONT	2,000.00
					Total :	2,000.00
157476	1/28/2020	110788 MERIDA, GABRIELA	4		INTERN SERVICES - JANUARY 2020	100.00
					Total :	100.00
157477	1/28/2020	108699 MEZIERE ENTERPRISES INC.	63464		ELECTRIC WATER PUMP	494.80
					Total :	494.80
157478	1/28/2020	110834 MID-CITY MAILING SERVICES, CORP.	24494		COMMUNITY OUTREACH - GET INVOLV	2,691.86
					Total :	2,691.86
157479	1/28/2020	103093 MOBILE RELAY ASSOCIATES, INC.	116002244-2	037-09858	GTRANS BUS RADIO SYSTEM RENTAL	100.80
					Total :	100.80
157480	1/28/2020	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	435796		PROPANE GAS	310.93
			437451		PROPANE GAS	159.50
			438858		PROPANE GAS	159.50
			441267		PROPANE GAS	303.49
					Total :	933.42
157481	1/28/2020	114003 NATIONAL PLANT SERVICES, INC.	14801	024-00605	SEWER REHABILITATION 2016 - VARIO	6,347.59

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157481	1/28/2020	114003 114003 NATIONAL PLANT SERVICES, INC.	(Continued)		Total :	6,347.59
157482	1/28/2020	110685 NRM & ASSOCIATES	003-2019	037-09847	PROJECT MANAGEMENT SERVICES F	2,625.00
					Total :	2,625.00
157483	1/28/2020	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	66614169		RANDOM BAT - L.ALARCON	114.50
			66674377		RANDOM BAT, DOT - T.LUCAS, K.HUMP	417.50
					Total :	532.00
157485	1/28/2020	115168 OFFICE DEPOT	403835390		PD OFFICE SUPPLIES	32.84
			403835882		PD OFFICE SUPPLIES	12.03
			403835883		PD OFFICE SUPPLIES	383.24
			405148033		CM OFFICE SUPPLIES	79.71
			405148738		CM OFFICE SUPPLIES	19.70
			408119598		HR OFFICE SUPPLIES	48.18
			408121224		HR OFFICE SUPPLIES	481.78
			410273217		FCC OFFICE SUPPLIES	-137.79
			410515964		BUS OFFICE SUPPLIES	108.37
			410520573		BUS OFFICE SUPPLIES	94.74
			411184514		FCC OFFICE SUPPLIES	-24.60
			412635464		HR OFFICE SUPPLIES	79.52
			413025285		HR OFFICE SUPPLIES	-240.89
			414350722		BUS OFFICE SUPPLIES	31.65
			414350896		BUS OFFICE SUPPLIES	30.65
			414352268		BUS OFFICE SUPPLIES	175.39
			414686591		BUS OFFICE SUPPLIES	106.94
			414686838		BUS OFFICE SUPPLIES	123.44
			416638015		PD OFFICE SUPPLIES	17.51
			416710692		REC OFFICE SUPPLIES	62.45
			417575591		CD OFFICE SUPPLIES	42.02
			417576092		CD OFFICE SUPPLIES	19.70
			417803088		PD OFFICE SUPPLIES	148.83
			418496211		HR OFFICE SUPPLIES	240.89
			419168018		HR OFFICE SUPPLIES	78.56
			419651831		HR OFFICE SUPPLIES	65.24
			422068432		PD OFFICE SUPPLIES	229.93
			422820205		BUS OFFICE SUPPLIES	373.19



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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157485	1/28/2020	115168 OFFICE DEPOT	(Continued)			
			423091502		CD	60.20
			424404575		PD OFFICE SUPPLIES	28.55
			424404707		PD OFFICE SUPPLIES	23.84
			425427864		PD OFFICE SUPPLIES	124.68
			425515162		CD OFFICE SUPPLIES	82.15
			425549737		CD OFFICE SUPPLIES	5.28
			426411733		PD OFFICE SUPPLIES	63.29
			426793593		PD OFFICE SUPPLIES	85.64
			430500380		PD OFFICE SUPPLIES	21.89
			430500383		PD OFFICE SUPPLIES	38.31
Total :						3,217.05
157486	1/28/2020	111358 O'REILLY AUTO PARTS	347526		PW AUTO PARTS	23.93
			364912		PW AUTO PARTS	161.46
			366596		PW AUTO PARTS	233.30
			366621		PW AUTO PARTS	25.17
			366812 12/17/19		PW AUTO PARTS	21.81
			367361		PW AUTO PARTS	32.82
			367465		PW AUTO PARTS	2.19
			367633		PW AUTO PARTS	24.07
			368529		PW AUTO PARTS	204.75
			368591		PW AUTO PARTS	-10.95
			369261		PW AUTO PARTS	5.46
			371115		GTRANS AUTO PARTS	12.79
Total :						736.80
157487	1/28/2020	115810 ORKIN PEST CONTROL	195276039		PEST CONTROL - ACCT #27336703	230.90
			195276048		PEST CONTROL - ACCT #27336703	230.90
Total :						461.80
157488	1/28/2020	110931 OVERLY, SYDNI	011620		MGMT ANNUAL HEALTH BENEFIT	427.03
Total :						427.03
157489	1/28/2020	109890 OWUSU FAMILY CHILD CARE	DECEMBER 2019		CHILD CARE PROVIDER	7,420.00
Total :						7,420.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157490	1/28/2020	110403 PENN RECORDS MANAGEMENT	0115121		OFF-SITE STORAGE SERVICES - DECE	51.00
					Total :	51.00
157491	1/28/2020	101996 PHILLIPS 66 CO/GECRB	010820		FUEL PURCHASES	5.98
					Total :	5.98
157492	1/28/2020	105574 PINNACLE PETROLEUM, INC.	0210424	024-00589	87 REGULAR UNLEADED OCTANE CAR	21,148.04
			0210834	037-09859	87 OCTANE REGULAR UNLEADED CAR	25,950.88
			0210835	037-09859	87 OCTANE REGULAR UNLEADED CAR	25,624.07
					Total :	72,722.99
157493	1/28/2020	110922 POSI-GRAPHICS	193336		BLDG MAINT - WINDOW CHANGE	254.15
					Total :	254.15
157494	1/28/2020	105271 POZ, MARVIN JOEL	FALL 2019		EDUCATIONAL REIMBURSEMENT	220.34
					Total :	220.34
157495	1/28/2020	106092 PRUDENTIAL OVERALL SUPPLY	42470487		UNIFORM & SUPPLY RENTAL	96.23
			42470488		SUPPLY RENTAL - MATS - PD	140.17
			42470489		SUPPLY RENTAL - MATS - NCC	13.65
			42470490		SUPPLY RENTAL - MATS - CH	33.55
			42470491		SUPPLY RENTAL - MATS - HS	11.60
			42472710		UNIFORM & SUPPLY RENTAL	96.23
			42472711		SUPPLY RENTAL - MATS - GTRANS	8.10
			42474812		UNIFORM & SUPPLY RENTAL	118.32
			42474813		UNIFORM & SUPPLY RENTAL	96.23
			42474814		SUPPLY RENTAL - MATS - PD	140.17
			42474815		SUPPLY RENTAL - MATS - NCC	13.65
			42474816		SUPPLY RENTAL - MATS - CH	33.55
			42474817		SUPPLY RENTAL - MATS - HS	11.60
			42477059		UNIFORM & SUPPLY RENTAL	243.75
			42477060		UNIFORM & SUPPLY RENTAL	118.32
			42477061		UNIFORM & SUPPLY RENTAL	96.23
			42477062		SUPPLY RENTAL - MATS - GTRANS	8.10
			42479181		UNIFORM & SUPPLY RENTAL	429.60
			42479182		UNIFORM & SUPPLY RENTAL	118.32
			42479183		UNIFORM & SUPPLY RENTAL	96.23

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157495	1/28/2020	106092 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			42479184		SUPPLY RENTAL - MATS - PD	91.60
			42479185		SUPPLY RENTAL - MATS - NCC	13.65
			42479186		SUPPLY RENTAL - MATS - CH	19.00
			42479187		SUPPLY RENTAL - MATS - HS	11.60
			42481298		UNIFORM & SUPPLY RENTAL	243.75
Total :						2,303.20
157496	1/28/2020	104868 PYRO-COMM SYSTEMS, INC.	143386		FIRE ALARM SERVICE LABOR	280.48
			143852	037-09893	FIRE ALARM MONITORING - BLDG A	135.00
			143853	037-09893	FIRE ALARM MONITORING - BLDG B	135.00
			143854	037-09893	FIRE ALARM MONITORING - BLDG C	135.00
			144608	037-09893	FIRE ALARM MAINT - BLDG A	900.00
			144609	037-09893	FIRE ALARM MAINT - BLDG B	600.00
			144610	037-09893	FIRE ALARM MAINT - BLDG C	390.00
			23538	037-09806	FURNISH & INSTALL MASTER INTERCC	4,340.40
Total :						6,915.88
157497	1/28/2020	109776 RAMOS, JENIFER	011620		REIMBURSEMENT - WAGE GARNISHMI	1,373.70
Total :						1,373.70
157498	1/28/2020	103072 REACH	012004		EAP SERVICES/REACHLINE NEWSLET	902.00
Total :						902.00
157499	1/28/2020	101511 READYREFRESH	19L0010113405		DRINKING WATER SERVICE	124.04
Total :						124.04
157500	1/28/2020	108984 RECREATION PARK GOLF COURSE	022220		GRAGA TOURNAMENT - 02/22/20	1,016.00
Total :						1,016.00
157501	1/28/2020	109619 RENTINO, JOBEL	024	037-09881	PROCUREMENT CONSULTING SERVIC	8,027.50
Total :						8,027.50
157502	1/28/2020	118476 RICOH USA, INC.	5056337659		RICOH MPC3300SPF COPIER LEASE - I	379.84
			5058503115		RICOH MPC3300SPF USAGE CHARGE\$	24.17
			9027812703		RICOH PRO8100S COPIER LEASE - PR	378.38
			9027813294		RICOH DD6650P COPIER LEASE - PRIN	552.46
			9027859679		RICOH MPC3503 COPIER LEASE - CM~	245.06

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157502	1/28/2020	118476 RICOH USA, INC.	(Continued)			
			9027859680		RICOH MPC3503 COPIER LEASE - CLEI	174.77
			9027859681		RICOH PRO8100SE COPIER LEASE - R	457.21
			9027859682		RICOH PRO8100S COPIER LEASE - PR	809.41
			9027859685		RICOH MPC3503 COPIER LEASE - CD~	234.99
			9027912241		RICOH MPC3503 COPIER LEASE - PW	165.88
			9027912244		RICOH DD6650P COPIER LEASE - PRIN	552.46
			9027912347		RICOH MPC3503 COPIER LEASE - ADM	151.91
			9027912425		RICOH MPC3503 COPIER LEASE - REC	186.49
			9027912478		RICOH MPC6502SP COPIER LEASE - P	304.27
			9027912609		RICOH MPC3004EX COPIER LEASE - G	2,724.75
			9027912611		RICOH MPC3503 COPIER LEASE - SR E	148.77
			9027912612		RICOH MPC3503 COPIER LEASE - BUS	181.19
			9027913165		RICOH MPC3505 COPIER LEASE - FCC	207.80
			9027913167		RICOH MPC3503 COPIER LEASE - HS ~	126.62
			9027913276		RICOH MPC6003 COPIER LEASE - PD S	207.68
			90279192987		RICOH MPC3503 COPIER LEASE - CHIE	139.50
					<b>Total :</b>	<b>8,353.61</b>
157503	1/28/2020	110918 RONIN MEDIA HOUSE, INC	RMH19-156		CONSULTING SERVICES	5,300.00
			RMH19-165		CONSULTING SERVICES	500.00
					<b>Total :</b>	<b>5,800.00</b>
157504	1/28/2020	119126 S.B.R.P.C.A.	03743		PD AUTO PARTS	1,131.50
			03744		PD AUTO PARTS	165.38
					<b>Total :</b>	<b>1,296.88</b>
157505	1/28/2020	119022 SAFEMART OF SOUTHERN, CALIFORNIA	92590		BLDG MAINT SUPPLIES	26.28
			92611		PD PROGRAM SUPPLIES	27.50
			92626		PD PROGRAM SUPPLIES	5.48
					<b>Total :</b>	<b>59.26</b>
157506	1/28/2020	119015 SAFETY-KLEEN CORPORATION	81790170		SERVICE AQUEOUS PARTS WASHER	774.21
					<b>Total :</b>	<b>774.21</b>
157507	1/28/2020	119016 SAM'S CLUB	3800		REC PROGRAM SUPPLIES	69.70
			4678		REC PROGRAM SUPPLIES	232.40

Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157507	1/28/2020	119016 119016 SAM'S CLUB	(Continued)		Total :	302.10
157508	1/28/2020	108654 SECTRAN SECURITY INC.	19121655		CURRENCY VERIFICATION - DECEMBE	2,202.06
			20010656		ARMORED TRANSPORTATION SERVICE	187.62
					Total :	2,389.68
157509	1/28/2020	110609 SEDANO, JAVIER	311202		KEEP GARDENA BEAUTIFUL EVENT S	507.50
					Total :	507.50
157510	1/28/2020	110919 SEN, BILGEN	DR #17-6511		REFUND - POLICE REPORT FEE	23.00
					Total :	23.00
157511	1/28/2020	106622 SESAC	10353291		MUNICIPALITY PERFORMANCE LICENS	1,496.00
					Total :	1,496.00
157512	1/28/2020	107006 SHAMROCK COMPANIES	2355083		STREET MAINT SUPPLIES	229.96
					Total :	229.96
157513	1/28/2020	106050 SHEHATA, AMY	DECEMBER 2019		CHILD CARE PROVIDER	7,653.00
					Total :	7,653.00
157514	1/28/2020	119233 SHERWIN-WILLIAMS CO.	8384-2		STREET MAINT SUPPLIES	154.23
			8831-2		STREET MAINT SUPPLIES	528.27
			8886-3		STREET MAINT SUPPLIES	142.62
					Total :	825.12
157515	1/28/2020	109918 SHIGE'S FOREIGN CAR SERVICE	78224		2018 FORD INTRCPTR #1554676 BRAKE	420.77
			78260		2016 FORD INTRCPTR #1488054 OIL &	27.23
					Total :	448.00
157516	1/28/2020	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	DECEMBER 2019		CHILD CARE PROVIDER	5,251.00
					Total :	5,251.00
157517	1/28/2020	110786 SIMMONS, GABRIELLE	4		INTERN SERVICES - JANUARY 2020	100.00
					Total :	100.00
157518	1/28/2020	119361 SMART & FINAL IRIS CO.	048842		SR BUREAU PROGRAM SUPPLIES	222.43
			058639		REC PROGRAM SUPPLIES	278.74

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157518	1/28/2020	119361 119361 SMART & FINAL IRIS CO.	(Continued)		Total :	501.17
157519	1/28/2020	109531 SMILLIN, MAGE	DECEMBER 2019		CHILD CARE PROVIDER	8,383.00
					Total :	8,383.00
157520	1/28/2020	107761 SOCAL STORMWATER RUNOFF, SOLUTION S 3980			FACILITY STORM WATER COMPLIANCE	450.00
					Total :	450.00
157521	1/28/2020	102027 SOUTH BAY ELECTRIC MOTORS, INC	26414		BUS AUTO PARTS	1,881.69
					Total :	1,881.69
157522	1/28/2020	119447 SOUTH BAY FORD	639828-1 FOW		PW AUTO PARTS	484.19
			64090FOW		PW AUTO PARTS	209.85
			641437FOW		PW AUTO PARTS	207.91
			FXCS924396		2016 FORD ULTL - SERVICE & REPAIR	103.37
			FXCS928912		2018 FORD INTRCPTR - SERVICE & RE	232.47
			FXCS930503		2018 FORD INTRCPTR - SERVICE & RE	78.20
			FXCS931569		2016 FORD EXPLR SERVICE & REPAIR	773.84
					Total :	2,089.83
157523	1/28/2020	619003 SOUTHERN CALIFORNIA EDISON	011620		LIGHT & POWER	25,697.66
					Total :	25,697.66
157524	1/28/2020	108238 SPARKLETTS	15638236 010320		DRINKING WATER FILTRATION SYSTEM	37.00
			15638236 110819		DRINKING WATER FILTRATION SYSTEM	104.74
					Total :	141.74
157525	1/28/2020	119548 ST. JOHN LUTHERAN CHURCH	FEBRUARY 2020		SENIOR CITIZENS DAY CARE	900.00
					Total :	900.00
157526	1/28/2020	119594 STANLEY PEST CONTROL	COG 1219		PEST CONTROL SERVICE - 1670 W 162	654.00
			COG 1219-1		PEST CONTROL SERVICE - 2320 W 148	117.00
					Total :	771.00
157527	1/28/2020	119010 STAPLES ADVANTAGE	3430899346		PW OFFICE SUPPLIES	212.17
			3431554567		ENGINEERING OFFICE SUPPLIES	250.34
			3431911468		REC OFFICE SUPPLIES	298.33
			3434097593		PW OFFICE SUPPLIES	156.85

Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157527	1/28/2020	119010 STAPLES ADVANTAGE	(Continued)			
			3434097596		PW OFFICE SUPPLIES	328.48
			3434097598		PW OFFICE SUPPLIES	271.17
			3434380156		REC OFFICE SUPPLIES	41.60
			3435089705		REC OFFICE SUPPLIES	51.41
					Total :	1,610.35
157528	1/28/2020	220418 TALISON, LUCILLE	DECEMBER 2019		CHILD CARE PROVIDER	2,042.08
					Total :	2,042.08
157529	1/28/2020	100609 TANK SPECIALISTS OF CALIFORNIA	29383		CERTIFIED DESIGNATED OPERATOR S	125.00
					Total :	125.00
157530	1/28/2020	110877 TAYLORING MINDS FAMILY CHILD, CARE	DECEMBER 2019		CHILD CARE PROVIDER	3,597.00
					Total :	3,597.00
157531	1/28/2020	110927 TECHNOLOGY RESOURCE CENTER	PERMIT #16335		PERMIT DEPOSIT REFUND - CRENSHA	2,000.00
					Total :	2,000.00
157532	1/28/2020	106870 TENDER LOVING CARE CATERING, INC.	01/01-01/15/20	034-00411	SENIOR FEEDING PROGRAM	9,491.35
					Total :	9,491.35
157533	1/28/2020	110238 TIREHUB, LLC	12116400		TIRES - GY EALGE RS A POLICE BW 10	600.19
			9891262	035-00969	TIRES - GY EAGLE RS A POLICE BW 10	2,260.47
					Total :	2,860.66
157534	1/28/2020	109411 TITAN LEGAL SERVICES, INC.	SU327439-05-01		PROFESSIONAL SERVICES	108.73
			SU327439-10-01		PROFESSIONAL SERVICES	90.11
			SU327825-02-01		PROFESSIONAL SERVICES	88.54
					Total :	287.38
157535	1/28/2020	109775 TOMS TRUCK CENTER NORTH COUNTY	1172660		GTRANS AUTO PARTS	706.65
			1172702		GTRANS AUTO PARTS	54.89
			1172958		GTRANS AUTO PARTS	541.29
			146360		LABOR REPAIR FOR 2003 FORD E450~	1,098.99
					Total :	2,401.82
157536	1/28/2020	110851 TRAPEZE SOFTWARE GROUP, INC.	TSPAU200002	037-09887	GTRANS SCHEDULING AND OPERATIC	28,898.35

Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157536	1/28/2020	110851 110851 TRAPEZE SOFTWARE GROUP, INC.	(Continued)			<b>Total : 28,898.35</b>
157537	1/28/2020	109127 TREMCO PRODUCTS, INC.	18749		TREMCO COVERT ANTI THEFT SYSTE	133.70
					<b>Total :</b>	<b>133.70</b>
157538	1/28/2020	110910 TUMBLEWEED TRANSPORTATION	0013264		SHUTTLE SERVICE - DAY CAMP FIELD	1,055.00
					<b>Total :</b>	<b>1,055.00</b>
157539	1/28/2020	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	C.OSORIO 12/23/19		CAL CARD STATEMENT 11/23-12/23/19	1,223.81
			CRESPO 12/23/19		CAL CARD STATEMENT 11/23-12/23/19	1,111.05
			FINANCE 12/23/19		CAL CARD STATEMENT 11/23-12/23/19	8,558.72
			GOLDMAN 12/23/19		CAL CARD STATEMENT 11/23-12/23/19	68.96
			JONES 12/23/19		CAL CARD STATEMENT 11/23-12/23/19	1,371.90
			NOLAN 11/22/19		CAL CARD STATEMENT 10/23-11/22/19	154.22
			PALMA 12/23/19		CAL CARD STATEMENT 11/23-12/23/19	99.31
			PD TRAINING 12/23/19		CAL CARD STATEMENT 11/23-12/23/19	1,569.08
			PD TRNING2 12/23/19		CAL CARD STATEMENT 11/23-12/23/19	679.93
			PD TRNING3 12/23/19		CAL CARD STATEMENT 11/23-12/23/19	2,516.18
			PD TRNING4 12/23/19		CAL CARD STATEMENT 11/23-12/23/19	756.02
			SAFFELL 12/23/19		CAL CARD STATEMENT 11/23-12/23/19	1,072.17
			SANTIN 10/22/19		CAL CARD STATEMENT 09/24-10/22/19	7,012.26
			V.OSORIO 12/23/19		CAL CARD STATEMENT 11/23-12/23/19	856.70
			WARD 12/23/19		CAL CARD STATEMENT 11/23-12/23/19	980.47
					<b>Total :</b>	<b>28,030.78</b>
157540	1/28/2020	121275 UNDERGROUND SERVICE ALERT, OF SC	122019272		NEW TICKETS	170.05
			18dsbfe6909		NEW TICKETS	80.69
					<b>Total :</b>	<b>250.74</b>
157541	1/28/2020	103227 UNIPLAN ENGINEERING, INC.	800148-04R1	024-00617	DESIGN & CMI SERVICES - LOCAL STR	11,520.00
					<b>Total :</b>	<b>11,520.00</b>
157542	1/28/2020	119825 UNITED ROTARY BRUSH CORP.	312481		PW SWEEPER SUPPLIES	1,133.00
					<b>Total :</b>	<b>1,133.00</b>
157543	1/28/2020	121407 UPS	649922020 01/11/20		SHIPPING SERVICE CHARGES	144.13
					<b>Total :</b>	<b>144.13</b>



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157544	1/28/2020	106754 URBAN RESTORATION GROUP US, INC.	00024235		GRAFFITI ABATEMENT SUPPLIES	513.55
					Total :	513.55
157545	1/28/2020	105549 VALDEZ, MATILDE	DECEMBER 2019		CHILD CARE PROVIDER	8,439.00
					Total :	8,439.00
157546	1/28/2020	110586 VARGAS, FLAVIO	010620		REIMBURSEMENT - EMPLOYEE HOLID.	374.02
			121219		PURCHASE REIMBURSEMENT~	761.06
					Total :	1,135.08
157547	1/28/2020	122050 VERIZON WIRELESS	9843960223		PW CELL PHONE SERVICE~	1,151.56
					Total :	1,151.56
157548	1/28/2020	103841 VILLAGE AUTO SPA	DECEMBER 2019		CAR WASH - PD	131.90
			OCTOBER 2019		CAR WASH - PD	762.83
					Total :	894.73
157549	1/28/2020	108850 VOLLMER-GRAY ENGINEERING, LABORATOR	50037		PROFESSIONAL SERVICES	5,492.50
			50169		PROFESSIONAL SERVICES	2,131.25
					Total :	7,623.75
157550	1/28/2020	108353 WALTERS WHOLESALE ELECTRIC CO	S114671711		GTRANS MAINT SUPPLIES	1,358.29
					Total :	1,358.29
157551	1/28/2020	110915 WARE, LINDA	30609		REFUND - GARAGE PERMIT OVERPAYI	20.00
					Total :	20.00
157552	1/28/2020	101195 WASTE RESOURCES GARDENA	011620		WASTE COLLECTION	239,365.77
					Total :	239,365.77
157553	1/28/2020	101903 WATER TECHNIQUES	76278		DRINKING WATER SYSTEM RENTAL	45.00
					Total :	45.00
157554	1/28/2020	108943 WEBIPLEX, INC.	3227	035-00970	RENEWAL - DOCUPEAK LICENSE SUBS	5,095.00
					Total :	5,095.00
157555	1/28/2020	110509 WEINREB LAW GROUP	3726		LEGAL SERVICES	435.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157555	1/28/2020	110509 WEINREB LAW GROUP	(Continued)		Total :	435.00
157556	1/28/2020	110370 WESTERN COLLISION CENTER, INC	1027	035-00971 035-00971	2015 FORD EXPLR #1462932 BOYD REI	2,474.44
					Total :	2,474.44
157557	1/28/2020	119387 WEX BANK	63251371		FUEL PURCHASES	225.84
					Total :	225.84
157558	1/28/2020	103956 WORTHINGTON FORD	6043135		2014 FORD ULTL #1442249 DIAGNOSE	1,686.76
					Total :	1,686.76
157559	1/28/2020	103601 YINCOM	6586		IT COMPUTER PARTS	717.70
			6589		COMPUTER REPLACEMENT PARTS	1,427.66
			6591		COMPUTER REPLACEMENT PARTS	50.32
			6592		COMPUTER REPLACEMENT PARTS	711.20
			6593		COMPUTER REPLACEMENT PARTS	503.15
			6594		COMPUTER REPLACEMENT PARTS	169.73
			6595		IT COMPUTER PARTS	350.35
			6597		IT COMPUTER PARTS	831.11
			6598		PD COMPUTER PARTS	128.88
					Total :	4,890.10
157560	1/28/2020	110790 ZAINO TENNIS COURTS, INC	1218	034-00437	BELL PARK RENOVATION PROJECT	2,400.00
					Total :	2,400.00
157561	1/28/2020	104934 ZUMAR INDUSTRIES, INC.	86550		SIGNS/SIGNALS SUPPLIES	173.89
					Total :	173.89
190 Vouchers for bank code : usb						Bank total : 1,842,415.46
190 Vouchers in this report						Total vouchers : 1,842,415.46

Bank code : usb

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

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 22 inclusive of the check register are accurate and funds are available for payment thereof.

By: \_\_\_\_\_

Chief Fiscal Officer

This is to certify that the claims or demands covered by checks listed on pages 1 to 22 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

\_\_\_\_\_  
Mayor

1/28/20  
Date

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Date

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Date

Acknowledged:

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Date

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Date



**CITY of GARDENA**

5. D. (1)  
CITY MANAGER  
Report No. P-2020-2  
Date: January 28, 2020

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

1. Report the Probationary Appointment of **CHAD AMERINE** to the position of Police Officer, Schedule 201 (\$6,945 - \$8,864/month) with the Police Department effective January 16, 2020.
2. Report that the Promotion of **DOUGLAS MILLS** to the position of Administrative Analyst I, Schedule 49 (\$5,029 - \$6,418), with the Transportation Department effective **January 27, 2020**.
3. Report the Resignation of Administrative Aide, **ALEJANDRA ALVAREZ**, of the Community Development Department effective January 21, 2020. Ms. Alvarez provided 1 year and six months of service to the City.
4. Report the Separation of **JOSEPH LOH**, of the Transportation Department effective January 23, 2020. Mr. Loh provided 24 years and 5 months of service to the City.
5. Report that Bus Operator, **TAVELL BEANS**, of the Transportation Department is on leave under the *Family Medical Leave Act / California Family Rights Act (FMLA/CFRA)* effective December 30, 2019 through February 24, 2020 on a continuous basis.
6. Report the active recruitment for the Closed/Promotional position of Police Lieutenant (Police Department). This recruitment is scheduled to close on January 29, 2020.
7. Report the active recruitment for the Closed/Promotional position of Police Captain (Police Department). This recruitment is scheduled to close on January 29, 2020.
8. Report the active recruitment for the Open/Competitive position of Director of Public Works (Public Works Department). This recruitment closed on January 21, 2020.

Respectfully submitted,

**CLINT OSORIO**  
**City Manager/Human Resources Officer**

cc: City Attorney  
City Clerk  
Human Resources  
Payroll



# City of Gardena City Council Meeting

## AGENDA REPORT SUMMARY

Agenda Item No. 5. D. ( 2 )

Department: CONSENT  
CALENDAR

Meeting Date: 1/28/2020

Resolution No. 6430

TO: THE HONORABLE MAYOR AND CITY COUNCIL

**AGENDA TITLE:** RESOLUTION NO. 6430, AMENDING THE LIST OF AUTHORIZED GAMES AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS

### COUNCIL ACTION REQUIRED:

- Adopt Resolution No. 6430

### Action Taken

### STAFF SUMMARY:

Staff respectfully recommends that the City Council adopt Resolution No. 6430 which amends the current list of authorized games and authorizes the play of certain games in licensed card clubs.

On January 13, 2020, the Hustler Casino received written approval from the State of California Department of Justice, Bureau of Gambling Control to begin offering the gaming activity, *Hustler Special Events Player Rewards Promotion V2*, for play at their club.

On January 14, 2020, the Hustler Casino received written approval from the State of California Department of Justice, Bureau of Gambling Control to begin offering the modified gaming activity, *Player Rewards Program*, for play at their club.

This approval by the State of California is subject to the adoption of a formal resolution by the Gardena City Council.

### FINANCIAL IMPACT/COST:

None

### ATTACHMENT:

- 1) Resolution No. 6430
- 2) Copies of Letters from the Department of Justice, Bureau of Gambling Control, approving the Modified California Games Collection Rates and providing details of same.

Submitted by: Clint Osorio, Clint Osorio, City Manager

Date: \_\_\_\_\_

## **RESOLUTION NO. 6430**

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

**WHEREAS**, Gardena Municipal Code Section 5.24.430 provides that licensed card clubs in the City of Gardena ("City") may play any game permitted under state law which is also permitted by resolution of the City Council; and

**WHEREAS**, the City Council approved those certain games to be played in licensed card clubs as listed in Resolution No. 6428; and

**WHEREAS**, from time to time licensed card clubs in the City have filed rules of play and requested authorization pursuant to Gardena Municipal Code Section 5.24.430 to play other games not previously listed and approved by City Council Resolution.

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

SECTION 1. That **Hustler Special Events Player Rewards Promotion V2 and Player Rewards Program** Modification, offered in connection with authorized Poker Section and Promotional Games and played in accordance with the rules approved by the Bureau of Gambling Control on January 13, 2020, and on January 14, 2020, shall be permitted to be played in licensed card clubs in the City. The list of all such approved and permitted games is as follows:

#### **POKER SECTION**

2 WAY WINNER	DRAGON BONUS BACCARAT-- COMMISSION
5 CARD STUD	FREE
6 CARD STUD	DRAW
7 CARD HI LO SPLIT	DRAWMAHA ACE-TO-FIVE
7 CARD STUD	DRAWMAHA HI
7 CARRD STUD HI-LO REGULAR	EASY POKER
21 <sup>st</sup> CENTURY BACCARAT	EASY POKER BONUS BET
21 <sup>st</sup> CENTURY BACCARAT 9.0	EZ BACCARAT
21 <sup>st</sup> CENTURY LUCKY 7 BACCARAT	EZ BACCARAT MODIFICATION
BADACEY	HI LO DECLARE
BADEUCEY	HOLDEM
BADUGI	HOLDEM HI LO
BIG O HIGH-LOW SPLIT	HUSTLER CASINO POKER ROOM MEGA-
BLACKJACK JACKPOT	PROGRESSIVE JACKPOT
BLAZING SEVENS JACKPOT PROGRESSIVE	JACKPOT POKER
BUSTER BLACK JACK BONUS BET	JACKS BACK HI LO
CALIFORNIA HIGH DRAW OPEN BLIND	KANSAS CITY LOWBALL DEUCE TO SEVEN
CARIBBEAN STUD POKER	LET IT RIDE BONUS
CRAZY PINEAPPLE	LOWBALL
DOUBLE BOARD OMAHA	LOWBALL DRAW WINNER LEAVE IT IN
	MEXICAN POKER

**Resolution No. 6430**  
AMENDING THE LIST OF AUTHORIZED GAMES  
AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS

OMAHA AND POT LIMIT  
OMAHA HI  
OMAHA HI LO  
OMAHA HI LO SPLIT  
OMAHA AND POT LIMIT  
OPEN FACE CHINESE POKER  
PAN  
PINEAPPLE  
POCKET ACES CRACKED  
POKER PAYS TO PLAY  
RAZZ  
RAZZDACEY  
RAZZDEUCEY  
SEVEN CARD STUD  
SEVEN CARD STUD HIGH-LOW SPLIT  
SHORT DECK HOLD'EM  
SUPER 7 CARD STUD  
SUPER 7 CARD STUD HI/LO

SUPER 7 CARD STUD HI/LO REGULAR  
SUPER 9 JACKPOT  
SUPER RAZZ  
SUPER RAZZDACEY  
SUPER RAZZDEUCEY  
SUPER STUD POKER PROGRESSIVE JACKPOT  
SUPER 7 CARD STUD HI/LO REGULAR  
TABLE TOP JOKER POKER  
TEXAS HOLD'EM  
TEXAS STUD POKER  
THREE CARD POKER  
THREE CARD POKER 6 CARD BONUS  
THREE CARD POKER PROGRESSIVE JACKPOT  
TRIPLE ACES II  
TRIPS  
ULTIMATE TEXAS HOLD'EM  
ULTIMATE TEXAS HOLD'EM PROGRESSIVE  
JACKPOT

**ASIAN SECTION**

13 CARD  
21<sup>st</sup> CENTURY BLACKJACK 5.1 [Modified]  
ASIAN STUD  
BACCARAT  
BLACKJACK JOKERS  
BONANZA PAI GOW TILES  
CALIFORNIA ACES  
CALIFORNIA BLACKJACK  
CASINO WAR  
CENTURY21  
CRAZY 4 POKER  
EO11  
FUNTAZEE 21  
FORTUNE PAI GOW POKER  
FORTUNE PAI GOW POKER PROGRESSIVE  
JACKPOT  
LUCKY MOON  
MAHJONG  
MISSISSIPPI STUD 3 CARD BONUS

MONSTER & BUSTER PAI GOW POKER  
NO BUST BLACKJACK  
NO BUST 21<sup>ST</sup> CENTURY BLACKJACK 4.0A  
[Modified]  
NO BUST 21<sup>ST</sup> CENTURY BLACKJACK 4.0B  
[Modified]  
NO BUST 21<sup>ST</sup> CENTURY BLACKJACK 6.2  
PAI GOW GOLD DESIGNATED HAND  
PROMOTION  
PAI GOW GOLD PROGRESSIVE JACKPOT  
PAI GOW POKER  
PAI GOW POKER JACKPOT  
PAI GOW TILES  
PAN NINE  
PAN NINE GOLD  
SUPER PAN 9 MODIFICATION  
TEXAS PAI GOW  
TRIPLE PLAY  
ZOOBAC

**PROMOTIONAL GAMES**

BONUS CHIP PROMOTION  
CALIFORNIA GAMES PROMOTIONAL CHIPS  
PROMOTION

EZ BACCARAT PROGRESSIVE JACKPOT  
FOOD REWARD PROGRAM  
GIFT CARD REWARD PROGRAM

**Resolution No. 6430**  
**AMENDING THE LIST OF AUTHORIZED GAMES**  
**AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS**

HUSTLER SPECIAL EVENTS PLAYER REWARDS  
PROMOTION V2  
HIGH HAND GIVEAWAY PROMOTION  
JACKPOT GAMES  
LIVE ACTION TOURNAMENT PROMOTION

PLAYER REWARDS PROGRAM [Modified]  
POKER PROMOTIONAL CHIPS  
SPECIAL EVENTS PLAYER REWARDS  
SPORTS BRACKET

SECTION 2. That upon the approval and adoption of this resolution, Resolution No. 6428 shall be rescinded and shall no longer be in force and effect.

SECTION 3. 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 the City; and shall make a minute of the passage and adoption thereof on the records of the proceedings of the City Council for the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 28<sup>th</sup> day of January, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CARMEN VASQUEZ, City Attorne



# El Dorado Enterprises, Inc.

January 14, 2020

VIA EMAIL ONLY  
(COSORIO@CITYOFGARDENA.ORG)

Clint Osorio  
City Manager  
City of Gardena  
1700 West 162<sup>nd</sup> Street  
Gardena, CA 90247-3778

**Re: Gaming Activity**

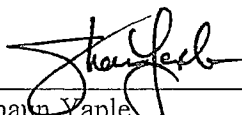
Dear Mr. Osorio:

Hustler Casino recently submitted a request to the Bureau of Gambling Control to offer the gaming activity of Hustler Special Events Player Rewards Promotion V2 for play at the casino. We have received approval by the Bureau to begin offering this gaming activity once approved by the City of Gardena. Attached is a copy of the approval letter from the Bureau which provides the details of the gaming activity.

On behalf of Hustler Casino, I'm requesting that Hustler Special Events Player Rewards Promotion V2 be approved by the City of Gardena for play at our casino.

If you have any questions or need additional information please give me a call.

Sincerely,

  
\_\_\_\_\_  
Shaun Yaple  
General Manager

**Acknowledged and Agreed**  
**City of Gardena**

By: \_\_\_\_\_  
Clint Osorio, City Manager

Date: \_\_\_\_\_

SY:dr

Enclosure

cc: K. Sharp, Esq.

1000 West Redondo Beach Blvd., Gardena, California 90247  
(310) 719-9800 • Fax (310) 630-1433

XAVIER BECERRA  
Attorney General

State of California  
DEPARTMENT OF JUSTICE



BUREAU OF GAMBLING CONTROL  
2450 DEL PASO ROAD, SUITE 100  
SACRAMENTO, CA 95834

January 13, 2020

Keith Sharp, Designated Agent  
Hustler Casino  
301 North Lake Avenue, Suite 1100  
Pasadena, CA 91101

**BGC ID: GEAR-001173**

**RE: Hustler Special Events Player Rewards Promotion V2 Approval**

Dear Keith Sharp:

The Bureau of Gambling Control (Bureau) has reviewed Hustler Casino's request to offer the gaming activity of Hustler Special Events Player Rewards Promotion V2 for play. This letter is to inform you that the Bureau has approved this request, and Hustler Casino may begin offering the gaming activity for play, as enclosed, pending any approvals that may be required by the local jurisdiction. This letter of approval and the enclosed rules shall be kept on file, at Hustler Casino, and be readily available for review during all hours of operation. Any changes to the approved rules of play shall constitute a new gaming activity and invalidate this approval.

The Bureau reserves the right to: (1) review the lawfulness of the gaming activity of Hustler Special Events Player Rewards Promotion V2; (2) notify all law enforcement agencies and gambling establishments if further review determines the gaming activity of Hustler Special Events Player Rewards Promotion V2 to be unlawful; (3) require gambling establishments to cease and desist offering the gaming activity of Hustler Special Events Player Rewards Promotion V2 if found to be unlawful; and (4) take action against those gambling establishments that decline to abide by the Bureau's cease and desist notification.

**Hustler Casino shall play the Hustler Special Events Player Rewards Promotion V2 gaming activity in accordance with the Bureau approved rules, as enclosed.**

Although the Bureau has approved the gaming activity of Hustler Special Events Player Rewards Promotion V2, it is the sole responsibility of Hustler Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approvals that may be required by the local jurisdiction before the gaming activity of Hustler Special Events Player Rewards Promotion V2 is offered for play. Hustler Casino shall be fully responsible for ensuring any approval required by local law enforcement is obtained prior to offering the gaming activity of Hustler Special Events Player Rewards Promotion V2 for play.

California Code of Regulations, title 11, section 2070, subdivision (b), states:

*It shall be an unsuitable method of operation for a gambling establishment to:*

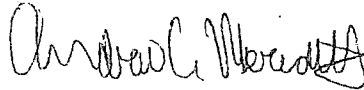
*(b) Offer for play any gaming activity which is not authorized by the Bureau pursuant to the Act and these regulations for play at that gambling establishment.*

Therefore, any changes Hustler Casino may wish to make in the future to the approved gaming activity, as enclosed, shall be submitted to the Bureau along with the required fees, and will not be authorized until written notification of approval from the Bureau is received.

The BGC ID (GEAR-001173) shall be referenced on all advertisements (if the name changes), bi-annual reports, correspondence, and modification requests related to this gaming activity.

If you have any questions, please contact Marie Yelavich at (916) 621-1569 or via email at [BGCgames@doj.ca.gov](mailto:BGCgames@doj.ca.gov).

Sincerely,



ANDREW MEREDITH, Manager  
Game Review Unit

For XAVIER BECERRA  
Attorney General

Enclosure

cc: Cheryleen Kau, Special Agent Supervisor, CES, Los Angeles

## Special Events Player Rewards V2



JAN 13 2020

Bureau of Gambling  
Control**Bureau Requirements****Advertising**

Hustler Casino may advertise various names for this gaming activity. Should the Casino advertise a different name, the BGC ID (GEAR-001173) shall be referenced on all advertisements relating to this gaming activity.

Furthermore, all rules and procedures for the gaming activity, including but not limited to the following, shall be prominently displayed in Hustler Casino at all times the gaming activity is being offered for play:

- Eligible controlled games
- Eligible time period(s)
- Player Rewards Program card requirement (GEAR-003603)
- Prize(s) and prize value(s)
- Requirements and time frame for claiming prizes
- No Purchase Necessary opportunity
- Any other restrictions that apply to this gaming activity

**Eligible Controlled Games**

The Special Events Player Rewards shall be attached to all Bureau approved games offered at Hustler Casino at all times the gaming activity is being offered for play. All controlled game rules shall be played as approved by the Bureau.

**Object and Summary**

During predetermined and posted times, Hustler Casino will offer free events to players for a predetermined and posted amount of time. Players will have their Player Rewards Program card (GEAR-003603) scanned every time they are seated and playing an eligible controlled game listed above. If the player accrues a certain amount of time played, they will be invited to attend a future event hosted by Hustler Casino, free of charge. All time will be verified by a casino representative. Food may be served and the players with the most time played may be awarded a predetermined and posted prize.

**Eligibility Requirements**

This gaming activity shall be open to all players who are seated and playing at any of the above listed controlled games during the predetermined specified hours posted for the gaming activity.

- Players must accumulate at least the predetermined and posted amount of time in order to receive an invitation to a future event.
- Playing time will only be tracked via the Player Rewards Program card (GEAR-003603). If a player does not have their physical card present, they may see a casino representative to look them up manually in the system.
- Patrons may see a casino representative at any time during the promotional period to check their progress toward an event invitation.
- There is no limit to the number of times a player may win a prize during any given promotional period.
- Tournament games do not qualify for this promotion.
- Backline bettors are not eligible for this promotion.
- Patrons who assume the player-dealer position will still have their time tracked and counted for this promotion.

## Special Events Player Rewards V2



APPROVED

JAN 13 2020

Bureau of Gambling  
Control

- Time accrued during one promotional period does not roll over to a future promotional period. At the beginning of each promotional period, all players will start at "zero."
- Casino employees are not eligible for this promotion.
- There are a minimum of two players, a player and the player-dealer, required for California games to qualify for this promotion.
- There are a minimum of two players required for poker games to qualify for this promotion.
- Third-Party Providers of Proposition Player Services (TPPPS) are not eligible for this promotion.

### Prize

The player(s) who accumulate the most amount of time played shall be eligible to win a predetermined and posted prize at the event. Prizes will range in value from \$10 to \$100,000 and will be paid in the form of cash, live casino chips, merchandise, promotional coupons (GEGA-000267), vehicles, event tickets, or tournament entry fees (GEGA-002610), (GEGA-002688), (GEGA-002619).

- Prizes shall be paid by a casino representative at the conclusion of the event.
- In the event more than one player has accumulated the same amount of time played, prizes shall be split evenly among them.
  - In the event there is an odd number of cash and/or live casino chips to split, a casino representative will flip a coin to determine who receives the odd amount.
  - In the event the prize cannot be physically divided between multiple players (i.e., merchandise, vehicles), patrons shall be awarded the equivalent prize amount in cash or live casino chips.
- Players are not required to be present at the event to win a prize. The Casino will notify all winners using information provided for the Player Rewards Program card (GEAR-003603).

### Funding

The Special Events Player Rewards promotion shall be fully funded by Hustler Casino. There shall be no additional jackpot or collection fees taken for this promotion.

### Administrative Fees

There shall be no administrative fees taken as this promotion is fully house funded.

### No Purchase Necessary

The Special Events Player Rewards shall be offered to customers who wish to participate for free, on a general and indiscriminate basis, with no restrictions. The Casino shall provide No Purchase Necessary tables for all patrons who request to participate in the gaming activity without paying a table fee or placing a live wager. All advertisement material shall state "No Purchase Necessary" when referencing the Special Events Player Rewards. This requirement extends to all forms of advertising including electronic message boards, computer monitors, posters, and flyers.

# El Dorado Enterprises, Inc.

January 15, 2020

VIA EMAIL ONLY  
(COSORIO@CITYOFGARDENA.ORG)

Clint Osorio  
City Manager  
City of Gardena  
1700 West 162<sup>nd</sup> Street  
Gardena, CA 90247-3778

## Re: Modified Gaming Activity

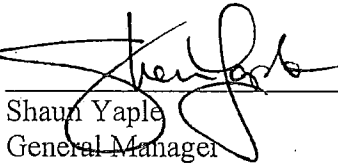
Dear Mr. Osorio:

Hustler Casino recently submitted a request to the Bureau of Gambling Control to offer the modified gaming activity of Player Rewards Program for play at the casino. We have received approval by the Bureau to begin offering this modified gaming activity once approved by the City of Gardena. Attached is a copy of the approval letter from the Bureau.

On behalf of Hustler Casino, I'm requesting the modified gaming activity of Player Rewards Program be approved by the City of Gardena for play at our casino.

If you have any questions or need additional information please give me a call.

Sincerely,



Shaun Yaple  
General Manager

Acknowledged and Agreed  
City of Gardena

By: \_\_\_\_\_  
Clint Osorio, City Manager

Date: \_\_\_\_\_

SY:dr

Enclosure

cc: K. Sharp, Esq.



BUREAU OF GAMBLING CONTROL  
2450 DEL PASO ROAD, SUITE 100  
SACRAMENTO, CA 95834

January 14, 2020

Keith Sharp, Designated Agent  
Hustler Casino  
301 North Lake Avenue, Suite 1100  
Pasadena, CA 91101

**BGC ID: GEGA-003603**

**RE: Player Rewards Program Modification Approval**

Dear Keith Sharp:

The Bureau of Gambling Control (Bureau) has reviewed Hustler Casino's request to offer the modified gaming activity of Player Rewards Program for play. This letter is to inform you that the Bureau has approved this request, and Hustler Casino may begin offering the modified gaming activity for play, as enclosed, pending any approvals that may be required by the local jurisdiction. This letter of approval and the enclosed rules shall be kept on file, at Hustler Casino, and be readily available for review during all hours of operation. Any changes to the approved rules of play shall constitute a new gaming activity and invalidate this approval. **In addition, this approval letter shall supersede any previous approval letters.**

The Bureau reserves the right to: (1) review the lawfulness of the modified gaming activity of Player Rewards Program; (2) notify all law enforcement agencies and gambling establishments if further review determines the modified gaming activity of Player Rewards Program to be unlawful; (3) require gambling establishments to cease and desist offering the modified gaming activity of Player Rewards Program if found to be unlawful; and (4) take action against those gambling establishments that decline to abide by the Bureau's cease and desist notification.

**Hustler Casino shall offer the modified Player Rewards Program gaming activity in accordance with the Bureau approved rules, as enclosed.**

**Modifications to the Player Rewards Program**

- *Changes to rate of points earned*
- *Changes to inactivity and requirements for points expiring*
- *Addition of Promotional Chips/Vouchers as a prize*

Although the Bureau has approved the modified gaming activity of Player Rewards Program, it is the sole responsibility of Hustler Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approvals that may be required by the local jurisdiction before the modified gaming activity of Player Rewards Program is offered for play. Hustler Casino shall be fully responsible for ensuring any approval required by local law enforcement is obtained prior to offering the modified gaming activity of Player Rewards Program for play.

California Code of Regulations, title 11, section 2070, subdivision (b), states:

*It shall be an unsuitable method of operation for a gambling establishment to:*

*(b) Offer for play any gaming activity which is not authorized by the Bureau pursuant to the Act and these regulations for play at that gambling establishment.*

Therefore, any changes Hustler Casino may wish to make in the future to the approved gaming activity, as enclosed, shall be submitted to the Bureau along with the required fees, and will not be authorized until written notification of approval from the Bureau is received.

The BGC ID (GEGA-003603) shall be referenced on all advertisements (if the name changes), bi-annual reports, correspondence, and modification requests related to this gaming activity.

If you have any questions, please contact Marie Yelavich at (916) 621-1569 or via email at [BGCgames@doj.ca.gov](mailto:BGCgames@doj.ca.gov).

Sincerely,



ANDREW MEREDITH, Manager  
Game Review Unit

For XAVIER BECERRA  
Attorney General

Enclosure

cc: Cheryleen Kau, Special Agent Supervisor, CES, Los Angeles



## Player Rewards Program



JAN 14 2020

**Bureau Requirements****Bureau of Gambling  
Control****Advertising**

Hustler Casino may advertise various names for this gaming activity. Should Hustler Casino advertise a different name, the BGC ID (GEGA-003603) shall be referenced on all advertisements relating to this gaming activity.

Furthermore, all rules and procedures for the gaming activity, including but not limited to the following, shall be prominently displayed in Hustler Casino at all times the gaming activity is being offered for play:

- Corresponding amount of time played and "Hustler Bucks" amount
- The date(s) and time(s) the gaming activity shall be offered
- Prizes to be awarded and prize value
- Maximum number of times a player may win a prize during a promotional period
- Tournament game eligibility during the promotional period
- Inactivity and expiration of points during promotional period
- Any other restrictions that apply to this gaming activity

**Eligible Controlled Games**

The Player Rewards Program shall be attached to all Bureau approved games offered at the Hustler Casino at all times that the gaming activity is being offered for play. All controlled game rules shall be played as approved by the Bureau.

**Object and Summary**

The Player Rewards Program is a loyalty reward program open to all Hustler Casino patrons. This promotion rewards players with Hustler Bucks based on the amount of time played at designated table games during predetermined and eligible periods.

**How Player Points are Earned Based on Time Played**

Prizes shall be earned based on the amount of time played. Each player who plays an eligible controlled game shall have their Player Rewards Card scanned/swiped and their hours played shall be tracked.

- The player will have their rewards card scanned to receive points and win predetermined and designated prizes.
- Players shall redeem their points at a rate of \$.05 to \$25 per hour of play.
- Prior to the start of the promotional period, signage will state how many Hustler Bucks will be earned per hour and any other details and/or restrictions.
- Patrons will be given ample notice of how many Hustler Bucks will be awarded as well as the amount of time required to earn points for each eligible controlled game.

**How Player Points are Redeemed**

Players may redeem their Hustler Bucks at any time during the promotion. All prizes shall have a predetermined and designated value. After a player has accumulated a predetermined and specific amount of Hustler Bucks, based on amount of time played and points accrued, a player may redeem the Hustler Bucks for a predetermined and designated prize. After a player has been awarded a prize, they may also be eligible for multiple and subsequent prizes until the end of the promotion. All advertisements shall clearly state the predetermined amount of times a player can win a prize during any given promotional period.



JAN 14 2020

## Player Rewards Program

Bureau of Gambling  
Control

### Player Rewards Card and Computer System Description

The Player Rewards Card shall include the Casino logo and name of the card, player's name, some descriptive language regarding restrictions on the card, and the problem gambling phone number. It shall also include a bar code and player number unique to each player in the player rewards system. Although the system has the ability to utilize a "random number generator," this feature shall not be used until approved by the Bureau of Gambling Control.

- The card shall be non-transferable, and revocable at management's discretion.
  - Examples of revocable offenses include, a player using a Player Rewards Card not belonging to them, a player receiving scans when not playing at the gaming tables, a player leaving a Player Rewards Card to be scanned while not actively playing at the table, a player using a false identification to acquire a Player Rewards Card, or any other attempt to circumvent the rules of the Player Rewards Program.
- Player's can sign up for a Player Rewards Card free of charge. Lost or damaged cards shall be replaced at a fee to the player not to exceed \$10 cash or Hustler Bucks.
  - Players who do not have their physical card may have a casino representative look them up in the system to participate in promotions that require a Player Rewards Program account.
- Player information shall be maintained in a secure database accessed only by casino management. Access to the database will also be tracked by casino management.
- Points in accounts with no new activity (points accrued) for a predetermined and posted time period shall expire. The account shall remain in the system indefinitely. Patrons will be given ample notice of the designated time period for an account to become inactive before the start of any promotional period.
- Players are tracked by having their card scanned by a casino representative when they sit down at a table. They remain in the system accruing time until either paused by a casino representative if they take a break from the game, or when their time is stopped once they leave a game.
- Only the network administrator has access to the back-end systems where the data is stored. Access to the data is by user level with multiple levels based on what the user will be doing.
  - Managers can edit time (i.e. if the player forgot to have their card scanned/swiped and need time added); floor persons can log players into the system if the player forgot their card.
- All data is backed up.
- A record of the amount of time a player has accumulated during the promotional period shall be available at the player's request.

### Eligibility Requirements

This gaming activity shall be open to all players 21 years of age and older with valid identification that sign up for a Player Rewards Card and participate in an eligible game for a designated period of time to earn Hustler Bucks.

- Players must be seated and playing at a designated table in order to qualify for the promotion.
- A minimum of two players, a player and a player-dealer, are required for a California game to qualify for this promotion.
- A minimum of two players are required for a poker game to qualify for this promotion.



JAN 14 2020

**Bureau of Gambling  
Control**

## Player Rewards Program

- Patrons may be eligible to win more than one prize during a promotional period. The predetermined maximum number of times a player may win a prize during any given promotional period shall be predetermined clearly stated in all advertisements.
- Players may participate and win other promotions running concurrently.
- Casino employees are eligible to participate in this promotion when they are off duty and out of uniform.
- Third-Party Providers of Proposition Player Services (TPPPS) are not eligible for this promotion.
- Hours are non-transferrable, and can only be used by the player who earned them.
- Patrons are eligible to accrue time when occupying the player-dealer position.
- Tournament games (GEGA-002619), (GEGA-002688), (GEGA-002610), (GEGA-002612) may qualify for this promotion. Tournament inclusion shall be clearly posted on all advertisements before the start of the promotional period.
- All procedures, promotion times and prize amounts must be displayed prominently at all times the Player Rewards Program promotion is being offered for play via any form of advertising Hustler Casino wishes to use.

### Prize

The prize amount shall be a fixed amount ranging from \$.05 to \$1,000,000. Prizes include cash, jewelry, electronics, clothing, vehicles, gift certificates, concert tickets, food comps (GEGA-004479), (GEGA-004447), entry into tournaments (GEGA-002619), (GEGA-002688), (GEGA-002610), (GEGA-002612), travel, Match Play Coupons (GEGA-000267), Promotional Chips/Vouchers (GEGA-004406), or drawing tickets (GEGA-004460). In all instances, the actual prize(s) players are eligible for shall be predetermined and conspicuously posted in Hustler Casino at all times this gaming activity is being offered for play.

### Funding

The Player Rewards Program gaming activity shall be fully funded by Hustler Casino. There will be no additional gaming activity fees, jackpot fees, or collection fees taken in order to fund this gaming activity or for players to participate.

### Administrative Fees

The Casino shall not retain an administration fee, as this gaming activity is house funded.

### No Purchase Necessary

The Player Rewards Program does not contain the element of chance. Therefore, it does not constitute an illegal lottery and does not require a No Purchase Necessary table to be offered while conducting this promotion.



# City of Gardena City Council Meeting

## AGENDA REPORT SUMMARY

Agenda Item No. 5.D. (3.)

Department: Consent Calendar

Meeting Date: January 28, 2020

Resolution No. 6431

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: RESOLUTION NO. 6431, AUTHORIZING THE CITY OF GARDENA TO PARTNER IN THE FILING OF COMPTON CREEKSIDE AFFORDABLE HOUSING SUSTAINABLE COMMUNITIES GRANT WITH LOS ANGELES COUNTY AND TO APPROVE AGREEMENTS

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Adopt Resolution No. 6431 and Approve Agreements	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>The City of Gardena's GTrans was approached about participating in a grant application with Los Angeles County. The County is partnering with Integral Housing, Inc., an affordable housing developer, to prepare an Affordable Housing and Sustainable Communities (AHSC) project proposal in unincorporated Willowbrook. GTrans Line 5 runs through the project area.</p> <p>In addition to a housing loan for developers, the State's AHSC Program offers grants for transportation infrastructure and two (2) years of service improvements that would demonstrate and contribute to increased ridership. The ultimate goal of the AHSC project is to reduce greenhouse gas emissions by creating sustainable affordable housing and transportation improvements for communities throughout California. GTrans is definitely interested in this partnership, and has specific improvements coming out of its Line by Line Analysis that would contribute to the goals of the program.</p> <p>As part of the application, GTrans is proposing to add the following service improvements valued at a two-year cost of \$2,118,678: Adding weekend service and increased weekday frequency to Line 5; and extending the route to LAX.</p> <p>GTrans is also proposing capital assistance of \$1,820,000, which will fund up to two (2) zero emission buses and two (2) real-time information signs. It is GTrans' intent to continue to operate the additional service and buses once the two-year funding agreement is complete with funding through the countywide transit funding process.</p> <p>Therefore it is recommended that Council adopt the resolution and authorize the Mayor to execute the MOUs required for the project application.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
There is no impact to the General Fund. The GTrans portion of the application is a total of \$3,938,670. The grant does not require any local match.	
<u>ATTACHMENTS:</u>	
A. Resolution No. 6431 B. Cooperative Agreement between the City of Gardena, the County of Los Angeles, and Integral Housing, Inc.	
Submitted by <u>Ernie Crespo</u> , Ernie Crespo, Transportation Director	Date <u>1/21/2020</u>
Concurred by <u>Clint D. Osorio</u> , Clint D. Osorio, City Manager	Date <u>1/22/2020</u>

## **RESOLUTION NO. 6431**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE CITY OF GARDENA TO PARTNER WITH THE COUNTY OF LOS ANGELES IN THE FILING OF AN APPLICATION WITH THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT UNDER THE AFFORDABLE HOUSING SUSTAINABLE COMMUNITIES GRANT FOR THE COMPTON CREEKSIDE PROJECT**

WHEREAS, the State of California Department of Housing and Community Development (“HCD”) issued a Notice of Funding Availability (“NOFA”), dated November 1, 2019, under the Affordable Housing and Sustainable Communities (“AHSC”) Program; and

WHEREAS, Integral Housing, Inc., the (“DEVELOPER”) and County of Los Angeles, the (“COUNTY”), are applying for AHSC Funds in response to the NOFA to provide funding for construction of the Compton Creekside Village affordable housing project (“PROJECT”) in the unincorporated County of Los Angeles. The PROJECT is to be described in more detail in the Final Application (“APPLICATION”) to be submitted to the AHSC Program by the DEVELOPER on or by February 11, 2020; and

WHEREAS, the DEVELOPER and the COUNTY are seeking an award from the AHSC in an aggregate amount of \$20,000,000 for construction of the PROJECT, which includes a request for \$3,938,670 for the purpose of purchasing buses (“BUSES”), operations expenditures for two (2) years (“OPERATIONS”), and real-time information signage (“SIGNAGE”) under the Sustainable Transportation Improvements (STI) and the Transit Related Amenities (TRA) portions of the AHSC; and

WHEREAS, the City of Gardena Transportation Department (“GTRANS”), the COUNTY, and the DEVELOPER wish to cooperate on the submittal of the grant application to allow GTRANS to be reimbursed directly for the purchase of the BUSES, OPERATIONS, and SIGNAGE; and

WHEREAS, GTRANS will not be a direct applicant for the AHSC funds, but, as set forth herein, and only if the APPLICATION is funded, will purchase BUSES in combination with OPERATIONS and SIGNAGE as part of increased service on GTRANS Line 5 with stops within a mile of the PROJECT; and

WHEREAS, as GTRANS is not a direct applicant of the funds, the AHSC program requires GTRANS, the DEVELOPER, and the COUNTY to enter into this AGREEMENT under the specific AHSC Program Threshold Requirement stated in Section 106 (a) (12) (A) of the FY 2018-2019 AHSC Program Guidelines dated October 31, 2019;

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

SECTION 1. That GTRANS agrees to comply with all conditions and requirements set forth in the applicable statutes, regulations, and guidelines for all AHSC projects.

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 28<sup>th</sup> day of January, 2020.

\_\_\_\_\_  
TASHA CERDA, Mayor  
City of Gardena, California

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
CARMEN VASQUEZ, City Attorney

**COOPERATIVE  
AGREEMENT BETWEEN  
CITY OF GARDENA, THE COUNTY OF LOS  
ANGELES, AND INTEGRAL HOUSING, INC.  
FOR  
THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM**

This Cooperative Agreement (AGREEMENT) is entered into as of the 28th day of January, 2020, amongst City of Gardena (GTRANS), the County of Los Angeles (COUNTY), and Compton Creekside Village, LP (DEVELOPER) each of which is referred to herein individually as “Party” and jointly as “Parties”.

**RECITALS**

**WHEREAS**, The State of California, Department of Housing and Community Development (HCD) issued a Notice of Funding Availability dated November 1, 2019 (NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program; and

**WHEREAS**, the DEVELOPER and the COUNTY are applying for AHSC Funds in response to the NOFA to provide funding for construction of the Compton Creekside Village affordable housing project (“PROJECT”) in the unincorporated County of Los Angeles. The PROJECT is to be described in more detail in the Final Application (APPLICATION) to be submitted to the AHSC Program by DEVELOPER on or by February 11, 2020; and

**WHEREAS**, The DEVELOPER and the COUNTY are seeking an award from the AHSC Program in an aggregate amount of \$20,000,000 for construction of the PROJECT, which includes a request for \$3,938,670 for the purchase of buses (BUSES), operations expenditures for 2 years (OPERATIONS), and real-time information signage (SIGNAGE) under the Sustainable Transportation Improvements (STI) and the Transit Related Amenities (TRA) portions of the AHSC Program; and

**WHEREAS**, GTRANS, the COUNTY, and DEVELOPER wish to cooperate on the submittal of the grant application to allow GTRANS to be reimbursed directly for the purchase of the BUSES, OPERATIONS and SIGNAGE; and

**WHEREAS**, GTRANS will not be a direct applicant for the AHSC funds, but, as set forth herein, and only if the APPLICATION is funded, will purchase BUSES and will pay for OPERATIONS and SIGNAGE as part of increased service on GTRANS Line 5 with stops within a mile of the PROJECT; and

**WHEREAS**, as GTRANS is not a direct applicant of the funds, the AHSC Program requires GTRANS, DEVELOPER and the COUNTY to enter into this AGREEMENT under the specific AHSC Program Threshold Requirement stated in Section 106 (a) (12) (A) of the FY 2018-2019 AHSC Program Guidelines dated October 31, 2019; and

**WHEREAS**, the ASHC guidelines require applicants to provide evidence of at least two prior projects that are similar to the proposed AHSC project in scope and size, which have been completed by the applicant, or joint applicant, during the ten (10) years preceding the application due date. This section of the guidelines also states that the applicants may demonstrate the requisite experience by using the past experience of work completed by a non-applicant so long as the applicants can provide an executed agreement with that specific non-applicant for the completion of the related work in the APPLICATION for which funding is sought; and

**WHEREAS**, GTRANS, as a non-applicant, can demonstrate prior experience and provide evidence of at least two prior projects that are similar in scope and size which have been completed during the ten (10) years preceding February 11, 2020, as follows:

1. GTRANS has been operating fixed route bus service since 1940.
2. GTRANS has completed numerous bus procurement projects, including its purchase of buses in 2005, 2009, 2010 and 2015.
3. GTRANS has installed bus stop signs at over 400 locations, and is now in the midst of its project to deploy real-time information technology that will include the installation of real-time information signage at select bus stops.

**NOW, THEREFORE**, the Parties to this AGREEMENT agree as follows:

#### **I. GTRANS Responsibilities**

If a grant award is received from AHSC in the amount of \$3,938,670 to procure and



operate the BUSES, GTRANS shall have sole responsibility to procure and operate up to 2 BUSES in accordance with the agreed upon schedule of performance and any specific award requirements related to the procurement and operation of said BUSES, including the OPERATIONS expenditures for 2 years. In addition, GTRANS will install SIGNAGE in accordance with the agreed upon schedule of performance and specific award requirements related to the procurement and operation of said SIGNAGE.

## **II. DEVELOPER Responsibilities**

If a loan award of funds is received from AHSC for the development of the PROJECT, the DEVELOPER will have sole responsibility to complete the PROJECT in accordance with the terms of the AHSC award documents.

## **III. COUNTY Responsibilities**

If a grant award is received from AHSC for the development of STI and TRA, the COUNTY will have the sole responsibility to complete the STI and TRA, including upgraded bus stops, STI improvements, and complete streets, in accordance with the terms of the AHSC award documents.

## **IV. Joint Responsibilities**

All Parties will provide the other Parties with copies of the notice of completion, and other documents related to their respective work that the other Parties may reasonably request, including quarterly progress reports on each Party's work.

GTRANS, DEVELOPER and the COUNTY each acknowledge and agree that the inability or failure by any Party to fully and timely meet each Party's respective responsibilities as required by the AHSC Documents may affect the timing and right of the other parties to receive disbursement of AHSC funds.

## **V. Implementation Agreements**

In the event an award of funds is received from AHSC, GTRANS, the COUNTY and the DEVELOPER recognize that each Party will need additional assurances and indemnification from the other Parties (including assurances for the PROJECT's lenders and investors) regarding the specific award before commencement of construction of the PROJECT, commencement of construction of the STI AND TRA improvements, and procurement of BUSES, implementation of OPERATIONS, and installation of SIGNAGE. The Parties agree to cooperate in amending this

AGREEMENT and/or entering into Implementation Agreements or other agreements which may be necessary to provide reasonable assurances and indemnification to one another, including assurances and indemnification by GTRANS related to its procurement of BUSES, OPERATIONS AND SIGNAGE and any disbursement or expenditure of AHSC funds. The Parties recognize that any such amendments to this AGREEMENT or execution of additional agreements may require approval of GTRANS Board of Directors, COUNTY Board of Supervisors, and the DEVELOPER'S Board of Directors, which shall not be unreasonably withheld.

## **VI. Miscellaneous**

- A. Waiver. No waiver of any default or breach of any covenant of this AGREEMENT by any Party will be implied from any omission by any Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to one action does not imply consent to any future action.
- B. Events of Default. If a Party fails to perform any of its obligations under this AGREEMENT, and does not cure such failure within 30 days after written notice of such failure has been delivered to the defaulting Party, the occurrence shall constitute an Event of Default under this AGREEMENT. Upon an Event of Default, any Party may terminate this Agreement as to the defaulting Party by giving notice to the other Parties.
- C. Termination. This AGREEMENT shall terminate upon the earlier of: (i) failure to receive an AHSC award, or (ii) mutual agreement of the Parties hereto to terminate the AGREEMENT or (iii) termination pursuant to paragraph VI B, above.
- D. Assignment. No Party can assign, transfer or otherwise substitute its interest or obligations under this AGREEMENT without the written consent of the other Party. Notwithstanding the foregoing, the Parties acknowledge that DEVELOPER intends to form a limited partnership for the development and operation of the PROJECT (the "Partnership"), and the Parties hereby agree that DEVELOPER may assign its interest or obligations under this AGREEMENT to said Partnership, provided the general partner of such limited partnership is controlled by DEVELOPER.
- E. Governing Law. This AGREEMENT is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California

and any action shall be venues in the County of Los Angeles.

- F. Amendments. This AGREEMENT may only be amended in writing and must be executed by all Parties.
- G. Disputes. If a question arises regarding interpretation of this AGREEMENT or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation must give written notice thereof to the alleged breaching Party with a copy to all Parties. The Parties will promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation or binding arbitration, may be pursued by mutual agreement. It is the intent of the Parties, to the extent possible, that litigation be avoided as a method of dispute resolution.
- H. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this AGREEMENT, the prevailing Party or Parties in said proceedings will be entitled to its costs, including reasonable attorneys' fees, in addition to such other remedies to which it may be entitled.
- I. Relationship of the Parties. It is understood that this is an AGREEMENT by and between independent contractors and is not intended to and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.
- J. Warranty of Authority to Execute Agreement. Each Party to this AGREEMENT represents and warrants that each person whose signature appears hereon is duly authorized and has the full authority to execute this AGREEMENT on behalf of the entity that is a Party to this AGREEMENT.
- K. Severability. If any portion of this AGREEMENT, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this AGREEMENT, or the application thereof, will remain in full force and effect.
- L. Counterparts. This AGREEMENT may be executed in counterparts.
- M. Entire Agreement. This AGREEMENT constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes any prior

or contemporaneous written or oral agreement between the Parties on the same subject.

- N. Notices. Formal notices, demands, and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested; or delivered by express delivery service, return receipt requested, or delivered personally, to the principal offices of the Parties as follows:

CITY OF      City of Gardena's GTrans  
GARDENA: 13999 S. Western Avenue  
                Gardena, CA 90249  
                Attn: Dana Pynn  
                dpynn@gardenabus.com  
                310-965-8811

COUNTY:     Vani Dandillaya  
                500 W. Temple Street, #754  
                Los Angeles, CA 90012  
                Attn: Allison Clark

With copy to: Compton Creekside Village, LP  
                c/o Integral Development –  
                Willowbrook, LLC  
                1100 South Hope Street,  
                Suite 103  
                Los Angeles, CA 90015  
                Attn: Dalila Sotelo  
                dsotelo@integral-online.com  
                213-905-2124

[The remainder of this page intentionally left blank.]

Each of the undersigned hereby executes this AGREEMENT in the spaces provided below to evidence their respective agreement to the terms of this AGREEMENT.


IN WITNESS WHEREOF, the Parties have entered into this AGREEMENT as of the date first noted above.

CITY OF GARDENA

By \_\_\_\_\_  
Tasha Cerda  
Mayor

Date \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Carmen Vasquez  
City Attorney

Each of the undersigned hereby executes this AGREEMENT in the spaces provided below to evidence their respective agreement to the terms of this AGREEMENT.

IN WITNESS WHEREOF, the Parties have entered into this AGREEMENT as of the date first noted above.

County of Los Angeles

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By: -----

Its: -----

Approved as to form:

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Attorney for the County of Los Angeles

Each of the undersigned hereby executes this AGREEMENT in the spaces provided below to evidence their respective agreement to the terms of this AGREEMENT.

IN WITNESS WHEREOF, the Parties have entered into this AGREEMENT as of the date first noted above.

COMPTON CREEKSIDE VILLAGE, L.P.  
a California limited partnership

By: INTEGRAL DEVELOPMENT - WILLOWBROOK GP, LLC  
a California limited liability company  
Its Administrative General Partner

By: INTEGRAL DEVELOPMENT, LLC  
a Georgia limited liability company  
its Manager

By: \_\_\_\_\_  
Name: Egbert L.J. Perry  
Title: Manager



# City of Gardena City Council Meeting

Agenda Item No. 5.D. (4)

Department: Consent Calendar

Meeting Date: January 28, 2020

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: APPROVAL OF PURCHASE OF ENGINES FROM TOM'S TRUCK CENTER  
NORTH COUNTY, LLC IN THE AMOUNT OF \$46,488

### COUNCIL ACTION REQUIRED:

Approve purchase

### Action Taken

### RECOMMENDATION AND STAFF SUMMARY:

For its fleet of 52 gasoline/hybrid buses, GTrans currently purchases remanufactured bus engines on an as-needed basis, at an average cost of \$3,600 per engine.

GTrans is currently working on developing a parts solicitation that will include engines. However, in order to ensure there are enough engines on hand to support its immediate need, GTrans issued a Request for Quote for up to 12 remanufactured engines and received two quotes from vendors, Tom's Truck Center, North County, LLC located in Santa Ana, California and South Bay Ford located in Hawthorne, California. The lowest cost responsive and responsible bidder was Tom's Truck Center, North County, LLC at a cost of \$3,874 per engine.

Therefore, it is recommended that Council approve the purchase of up to 12 remanufactured engines from Tom's Truck Center, North County, LLC for \$46,488 which includes sales tax at 9.5 percent.

### FINANCIAL IMPACT/COST:

Funds for bus parts are included in the FY20 budget previously approved by the Council. GTrans has existing federal, state, and local funding available for this purpose. There is no impact to the General Fund.

### ATTACHMENTS:

A. Tom's Truck Center North County, LLC Quote for Engines and Signed Certificate

Submitted by Ernie Crespo, Ernie Crespo, Transportation Director

Date 1/21/2020

Concurred by Clint D. Osorio, Clint D. Osorio, City Manager

Date 1/22/20



**CITY OF  
GARDENA**



**CITY OF GARDENA GTRANS**  
13999 S. Western Avenue Gardena, CA 90249  
(310) 965-8811

**RFQ 2019-14 Gasoline/Hybrid Remanufactured Engines**  
**Federal Clauses and Certifications**

## Federal Clauses

**Fly America Requirements** – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

**Cargo Preference** - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

**Energy Conservation** – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

**Access to Records and Reports** – Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

**Federal Changes** – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

**Recycled Products** – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**No Government Obligation to Third Parties** – Applicability – All contracts except micropurchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Program Fraud and False or Fraudulent Statements or Related Acts** – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Termination** – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make

an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient

determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

**Government-Wide Debarment and Suspension (Nonprocurement)** – Applicability – Contracts over \$25,000 The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

**Contracts Involving Federal Privacy Act Requirements** – Applicability – When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**Civil Rights Requirements** – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract: The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating

assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

#### **Disadvantaged Business Enterprise (DBE)** – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

**Prompt Payment** – Applicability – All contracts except micropurchases \$10,000 or less, (except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

**Incorporation of Federal Transit Administration (FTA) Terms** – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

## **Other Federal Requirements:**

**Full and Open Competition** - In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

**Prohibition Against Exclusionary or Discriminatory Specifications** - Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

**Conformance with ITS National Architecture** - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

**Access Requirements for Persons with Disabilities** - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**Notification of Federal Participation** - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

**Interest of Members or Delegates to Congress** - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

**Ineligible Contractors and Subcontractors** - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

**Other Contract Requirements** - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

**Compliance With Federal Regulations** - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Real Property** - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Access to Services for Persons with Limited English Proficiency** - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

**Environmental Justice** - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

**Environmental Protections** - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.



**Geographic Information and Related Spatial Data** - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

**Geographic Preference** - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201).

**Federal Single Audit Requirements** - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

**Veterans Preference** - As provided by 49 U.S.C. 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

### **Safe Operation of Motor Vehicles**

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

**Catalog of Federal Domestic Assistance (CFDA) Identification Number** - The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

**The CFDA number for the Federal Transit Administration** - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

**Organizational Conflicts of Interest** - The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    1. Debarred
    2. Suspended
    3. Proposed for debarment
    4. Declared ineligible
    5. Voluntarily excluded
    6. Disqualified
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    2. Violation of any Federal or State antitrust statute, or
    3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
  - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
  - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    1. Equals or exceeds \$25,000,
    2. Is for audit services, or
    3. Requires the consent of a Federal official, and
  - g. It will require that each covered lower tier contractor and subcontractor:
    1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      - a. Debarred from participation in its federally funded Project,
      - b. Suspended from participation in its federally funded Project,
      - c. Proposed for debarment from participation in its federally funded Project,
      - d. Declared ineligible to participate in its federally funded Project,
      - e. Voluntarily excluded from participation in its federally funded Project, or
      - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

### Certification

Contractor TOM STRICKLAND  
Signature of Authorized Official AS Date 1/14/2020

# TOM'S TRUCK CENTER

P.O. Box 88 · Santa Ana, CA 92702  
 13443 E. Freeway Drive · Santa Fe Springs, CA 90670  
 Direct Parts Line (800) 825-7278  
 email: parts@ttruck.com



No returns after 30 days. 30% re-stock charge on all returned parts.  
 All returns require Prior Authorization Number. No returns or refunds without this invoice.  
 Electrical and special order parts are not returnable.  
 Parts with torn, damaged, missing, opened, or soiled packaging are not returnable.  
 No refund on damaged or warranty parts, they will be exchanged only.  
 Cores must be in original container, and returned within 30 days of invoice date for credit.  
 90 day exchange on used Parts (No labor paid on Used Parts Exchange Repair).

## PARTS WARRANTY DISCLAIMER

The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s). Buyer shall not be entitled to recover from the selling dealer any consequential or incidental damages.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER		
08 JAN 20		14 JAN 20			Q732759	11:58

\*\*\*\* I N V O I C E Q U O T E - DO NOT PAY \*\*\*\*

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ACCOUNT NO. 359607  
 (310) 217-9500  
 CITY OF GARDENA  
 IN HOUSE ACCOUNT NET 30  
 1700 W 162ND ST  
 GARDENA, CA 90247

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(310) 217-9500

PAGE 1 OF 2 FO\*G

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT
	63		NET 10th	SANTE FE SPRINGS

QTY	SHIP	R.O.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	4U9Z*6006*ARM	P0201B01	8242.99	3271.88	3,271.88
			REMAN SERVICE ENGINE ASY				
			THIS PRICE INCLUDES BOTH THE CRANKSHAFT AND CAMSHAFT S				
			NO WARRANTY -NON FORD VIN				
2	2	0	YC2Z*9439*AA	B0318B02	36.61	15.21	30.42
			GASKET				
1	1	0	9C2Z*6A642*A	B0317B03	110.68	45.98	45.98
			OIL COOLER ASY				
1	1	0	PART# ON MATERIALS DESCRIPTION 9C2Z6A642AA				
1	1	0	7C3Z*8575*B	A1608F02	25.82	10.72	10.72
			THERMOSTAT ASY				
1	1	0	F1VY*8255*A	A0102L44	10.69	4.44	4.44
			SEAL - THERMOSTAT				
1	1	0	8L3Z*6G004*A	SOP03A01	61.62	25.60	25.60
			SENSOR ASY				
2	2	0	YC2Z*9448*A	A0605A02	56.11	23.31	46.62
			GASKET				
2	2	0	PART # ON MATERIALS DESCRIPTION- YC2Z9448AA				
			BC2Z*9448*C	A1520C05	56.11	23.31	46.62
			GASKET				
			PART # ON MATERIALS DESCRIPTION- YC2Z9448AB				

*Thank  
You  
For  
Your  
Business!*

PARTS

SUBLET

FREIGHT

SALES TAX

CUSTOMER'S SIGNATURE

X

TOTAL

# TOM'S TRUCK CENTER

P.O. Box 88 · Santa Ana, CA 92702  
13443 E. Freeway Drive · Santa Fe Springs, CA 90670  
Direct Parts Line (800) 825-7278  
email: parts@ttruck.com



No returns after 30 days. 30% re-stock charge on all returned parts.  
All returns require Prior Authorization Number. No returns or refunds without this invoice.  
Electrical and special order parts are not returnable.  
Parts with torn, damaged, missing, opened, or soiled packaging are not returnable.  
No refund on damaged or warranty parts, they will be exchanged only.  
Cores must be in original container, and returned within 30 days of invoice date for credit.  
90 day exchange on used Parts (No labor paid on Used Parts Exchange Repair).

## PARTS WARRANTY DISCLAIMER

The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s). Buyer shall not be entitled to recover from the selling dealer any consequential or incidental damages.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER		
08 JAN 20		14 JAN 20		Q732759	11:58	

\*\*\*\* I N V O I C E Q U O T E - DO NOT PAY \*\*\*\*

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ACCOUNT NO. 359607  
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CITY OF GARDENA  
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1700 W 162ND ST  
GARDENA, CA 90247

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT
	63		NET 10th	SANTE FE SPRINGS

ORD	QUANTITY SHIP	RO	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	1W7Z*6B288*AB	A0102K40	60.03	24.94	24.94
			SENSOR ASY				
1	1	0	1W7Z*6C315*AB	A1605H08	73.87	30.68	30.68
			SENSOR - CRANKSHAFT POSITION -				
			ENGINE CARRY NO WARRANTY DUE TO NON FORD VIN				
			**** I N V O I C E Q U O T E - DO NOT PAY ****				

*Thank  
You  
For  
Your  
Business!*

THANK YOU FOR YOUR BUSINESS  
YOUR SALESPERSON IS:  
FREDDY VASQUEZ

PARTS	3,537.90
SUBLET	
FREIGHT	0.00
SALES TAX	336.10
<b>TOTAL</b>	<b>\$3,874.00</b>

CUSTOMER'S SIGNATURE  
X



**City of Gardena**  
**City Council Meeting**

Agenda Item No. 5.D. ( 5 )

Department: Consent Calendar

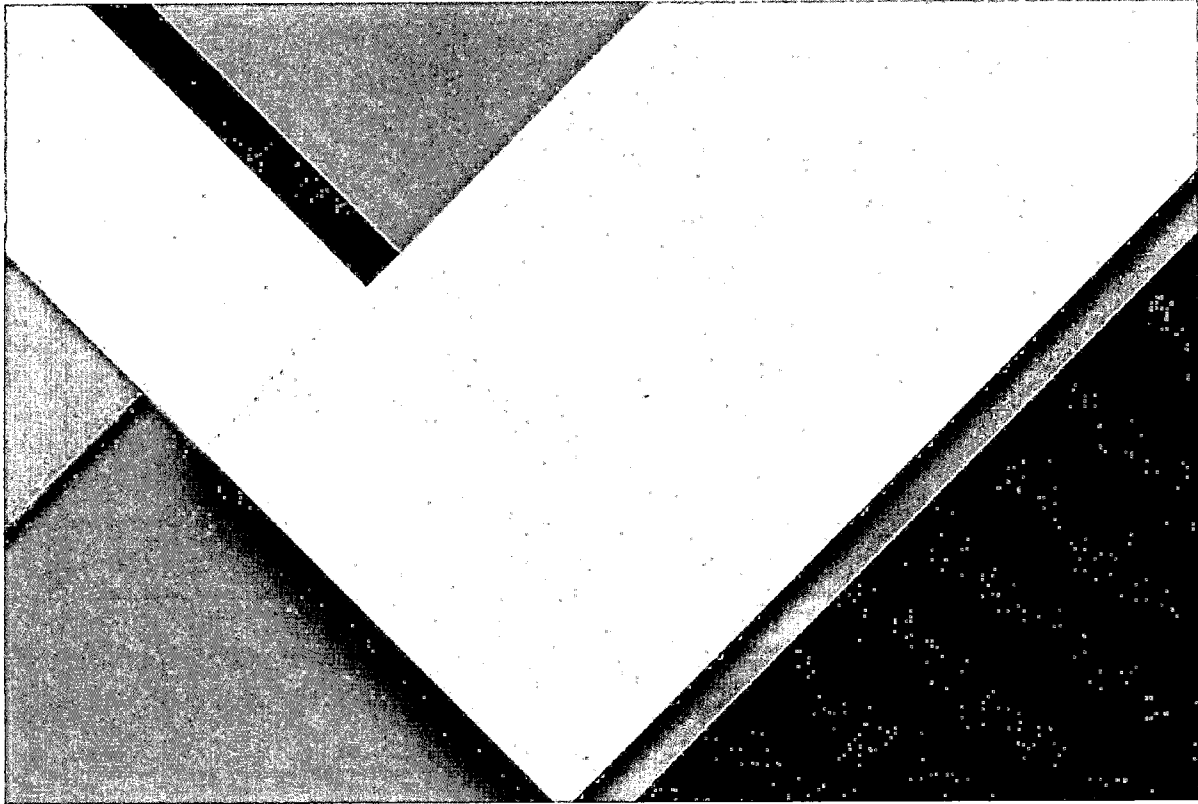
Meeting Date: January 28, 2020

**AGENDA REPORT SUMMARY**

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: RATIFY ADMINISTRATIVE APPROVAL OF AGREEMENT WITH LILY LAPENNA FOR A CONTRACT TOTAL OF \$66,250

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken:</u>
Ratify Administrative Approval and Approve Contract	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>In FY 2019 the City of Gardena hired Lily Lapenna, a leadership and consulting and coaching firm, to provide executive training and coaching designed to strengthen leadership and communication skills, and enhance team performance and impact to the community. These services were provided to the Department Heads and Executive City staff of the City of Gardena.</p> <p>After a positive response from sessions with the Department Heads, GTrans wishes to engage Lily Lepenna for similar communication and leadership training for its own management team as outlined in Attachment A. Specifically, GTrans' program will include topics in effective communications, building the brand, effective networking, influencing conversations, developing a corporate presence, becoming a thought leader, and interactive assessments that will provide a framework for better self-understanding and identifying ways in which the team can improve working relationships.</p> <p>In addition, the City may also wish to retain her services for future Department Head sessions, and therefore wishes to receive authorization to expend \$10,000 for similar leadership and executive coaching services with Lily Lepenna, at the rates outlined in Attachment B. Together with the fees for prior services, the proposed services for GTrans and the City would bring the estimated total contract value to \$66,250.</p> <p>Therefore, it is recommended that the Council ratify administrative approval and authorize the execution of a professional services contract with Lily Lapenna in the amount of \$66,250.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
<p>This project is funded by both the General Fund and through GTrans' existing state and local funds available through its Enterprise fund.</p> <p>GTrans: \$22,850 City General Fund: \$43,400</p>	
<u>ATTACHMENTS:</u>	
<p>A. Lily Lapenna Proposal for GTrans B. Lily Lapenna Proposal for City of Gardena C. Contract Agreement between City of Gardena and Lily Lapenna</p>	
Submitted by <u>Ernie Crespo</u> , Ernie Crespo, Transportation Director	Date <u>1/22/2020</u>
Concurred by <u>Clint Osorio</u> , Clint Osorio, City Manager	Date <u>1/22/2020</u>



# **City of Gardena Executive Coaching Program - Department of Transportation.**

January 2020

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## Overview

The Executive Coaching Program will support Ernie Crespo, Director of Transportation and his management team at The City of Gardena to strengthen leadership and communication skills across departments whilst enhancing team performance and impact on the community.

## Goals

Lily Lapenna and her team will work with Ernie Crespo and his team on the following goals:

1. Strengthen communication and collaboration across the City's office.
2. Align everyday decisions and actions to the City's values, vision and strategic plan.
3. Refine internal processes to increase efficiency, performance and collaboration.
4. Support Ernie Crespo and five of his colleagues on their individual leadership journeys.

**Some of the topics covered during the coaching sessions may include:**

**The effective communicator:**

- Managers will explore how to navigate the City's organizational system and identify 'SMART' communication channels that leverage your position for greater cross-functional team alliances and impact.
- Managers will explore how perception can distort communication, using the Ladder of Inference by Harvard Professor Chris Argyris.
- Managers will understand how ineffective communication can negatively impact results.
- Managers will practice deep listening with the concept of the four ears by Michaela Pfundmair: facts, feelings, intentions and filters. Managers will learn to ask more questions and to listen for the four elements, rather than respond with opinion, to overcome any perception filters.

### **Building your brand:**

- Managers focus on sharpening and expanding their professional brand on- and off-line, within the City and beyond.
- We will work on defining a strong brand focusing on purpose, values, strengths and content contribution for each individual as well as the team.

### **Effective networking: building your personal boardroom**

- We will work on identifying relevant internal and external networking channels and opportunities.
- We will explore what barriers are faced when networking and how to Overcome limiting patterns around networking.
- We will help managers develop into authentic networkers and communicators.
- We will support each manager to develop their Personal Boardroom, which includes influential allies who can help them to become more effective at work, to reach their KPIs and to progress along their professional career.

### **Influencing conversations:**

- Influencing is commonly mistaken as trying to get buy-in from another person, but often at the expense of the relationship. We discuss how this is different when we balance advocacy with inquiry and understand people's situation before making a request.
- Managers will practice influencing conversations that appeal to both head and heart using the elephant and rider model by Jonathon Haidt. The emotional brain is like an elephant – heavy and difficult to move. It needs inspiring. The rational brain is the rider on top – ready to instruct the elephant but needs to know the pathway.

### **Developing your corporate presence:**

- Managers will discover the importance of corporate presence, inspired by Matthew Kohut and John Neffinger's work on Compelling People.
- Managers will work to explore their body language across different emotional states, and the affect it has on the other person. They will recognize that people engage with us more when we demonstrate strength and warmth in our character.
- Managers will take away self-coaching tools to develop a more engaging and influential presence for one to one meetings, group meetings and presentations.



### **Becoming a thought leader:**

- Thought leadership sets teams apart from the status quo, whilst feeding innovation back into the organization's DNA. Managers will use habits of a systemic thinker to discuss what it means to be a thought leader in the City. The habits provide ways of seeing systemically e.g. 'observing how systems change over time' and 'leveraging opportunities for innovation'.
- Managers will discuss what difference thought leadership would make for the team, the organization and their own career portfolios.
- Managers post-program activity may include publishing an article on LinkedIn. In preparation, they will brainstorm their own specialist points of view.

### **Lumina Spark personality profile:**

- Lumina Spark personality assessment provides highly interactive and fun experiences in which learners explore who they are, using an individualized psychometric profile tool called a Lumina Portrait. It provides a colourful framework for better self-understanding and helps people identify how to improve their working relationships with others. By applying the Lumina Spark model, learners can unlock many business benefits.
- Each member of the team will receive a questionnaire that will take you between 30-60 minutes to complete, depending on their pace. A week later, they will be sent Lumina Spark Portrait, full color 42 page PDF. During the individuals next coaching session, Lily Lapenna will do a portrait review and answer any questions you have about the report. Insights from the report will be used to inform subsequent conversations.

## **Specifications**

The coaching program will start in January 2020 and run for up to 12 months until January 2021. Biweekly or monthly sessions are advisable.

**Five managers from the Department of Transportation will benefit from 10 coaching sessions each. They can opt in or out of this opportunity. Once they have opted in, they must follow through with all 10 sessions in order to get optimal results.**

**Ernie Crespo, Director of Transportation, will carry on with his Executive Coaching with another series of 10 coaching sessions.**

## Budget

10 executive coaching sessions of 60 minutes each at \$310 for 6 team members	18,600
Face to face team workshop	2,500
Lumina Spark personality profile for 5 team members	1,250
Administrative costs and scheduling	500
<b>Total USD</b>	<b>22,850</b>

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## About the Coaches on this Project

### About Lily Lapenna



**Lily Lapenna MBE** is a serial entrepreneur, having founded and run MyBnk, a global social impact business for 10 years. She is now CEO of a Leadership Consulting & Coaching Company that works with individuals and teams, from Startups to FTSE 100 companies, to increase performance, self-awareness and impact. From one-on-one coaching to team leadership programs, Lily and her team support all aspects of business, from strategy to systemic leadership, social impact and innovation. Using entrepreneurial questioning, deep listening and psychology, they help people and teams overcome limiting patterns, become more resilient and perform beyond expectation. Lily is also a lecturer in entrepreneurship at Occidental University in Los Angeles and an Industry Advisor at SAID Business School, University of Oxford, UK. The World Economic Forum honored Lily as a Young Global Leader recognizing her system change leadership. In 2017, Queen Elizabeth II honored Lily with an MBE in recognition of her work in financial services and entrepreneurship.

### About Tessa Denham



**Tessa Denham** is an experienced organizational leader. She is currently CEO of a UK not for profit, working with individuals and groups to address health inequalities. Specializing in strategy, *seeing round corners*, leveraging opportunity and catalyzing change. She previously worked at Board level for a national UK charity and held senior roles in the UK Civil Service. As an executive coach, Tessa focuses on working empathetically with individuals facing leadership challenges to energize their natural talents. Using metaphor, the imagination and *what works* to address limiting concerns and build competence, Tessa helps others develop systemic perspective and create success within the workspace. Tessa holds a BSc, PGDip, and PGCert. She is a qualified counsellor and coach.

### About Deborah Maloney-Marsden



**Deborah Maloney-Marsden** is a leadership coach and psychotherapist. Over the years, She has become an expert in human behaviour, its causes and effects, and the strategies necessary for substantial change and expansion. This potent skill when married with leadership coaching, creates coaching with a depth and meaning that creates profound long lasting shifts. With an expansive background in business, Deborah understands the corporate world and works dynamically within it, both with leaders and teams. She has a background in sales and business development spanning over ten years. Deborah has experience with bold global multinational's and progressive start-ups. She now works as a motivational coach with teams to increase awareness of their working dynamic which encourages more fluid, cohesive and productive working relationships.

## About Kirsten Goodwin



**Kirsten Goodwin** is a mind-body career coach. She built a successful career in the UK Civil Service, operating at the highest levels in some of the toughest roles - including negotiating with the EU, and teaching hard-bitten law enforcers how to do their jobs better at the National Crime Agency. She learnt how to build high-performing teams, the art of negotiation and the importance of systemic influence and impact. She also learnt how to best manage her stress with mind-body techniques. Today, she uses these skills and her experience to support ambitious professionals in achieving their goals with ease and balance.

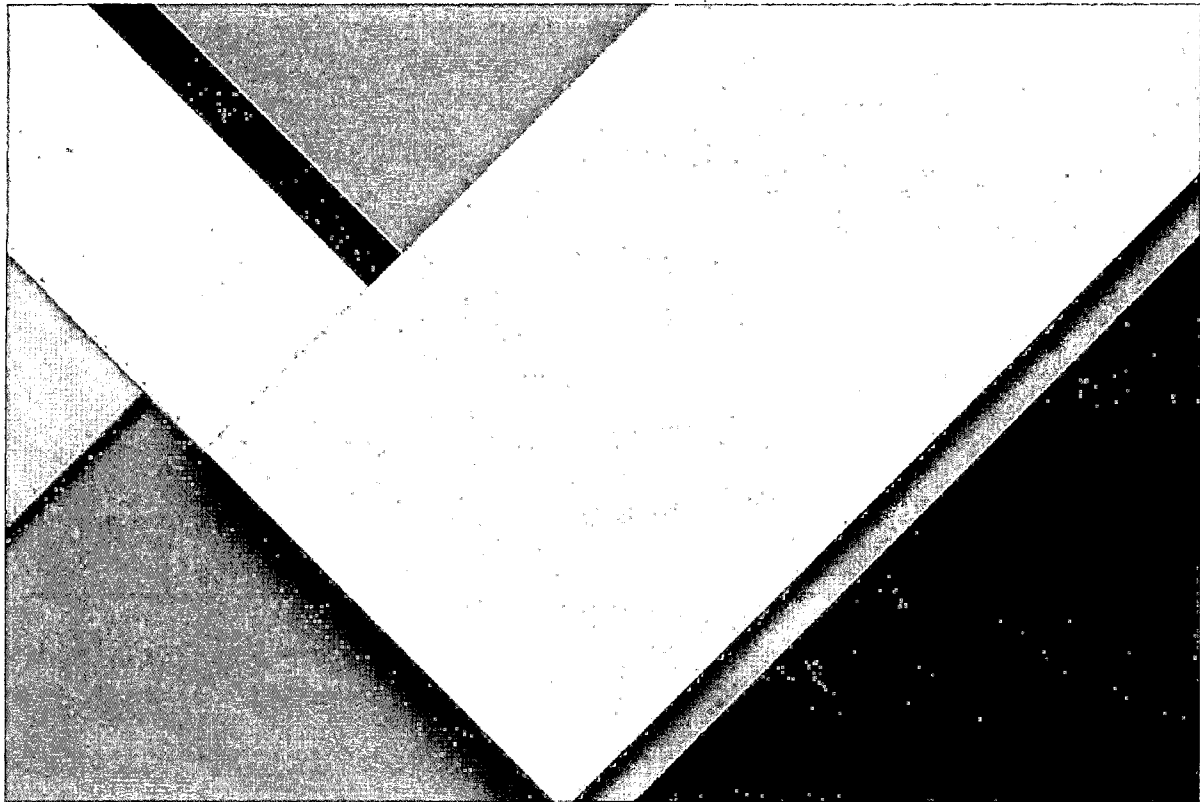
## Administration

### About Kara Goyal



**Kara Goyal** is Researcher to Lily Lapenna MBE Leadership Coaching and Consulting. She assists with all logistics, scheduling and finance.

Kara is a former Producer/Director for the BBC, making and developing educational television programs. She is passionate about social impact and education and has experience working in a global non-profit children's charity delivering child protection safety workshops.



# **City of Gardena Executive Coaching Program - Team.**

January 2020

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## Overview

The Executive Coaching Program will support The City of Gardena Team to strengthen leadership and communication skills across departments whilst enhancing team performance and impact on the community.

## Goals

Lily Lapenna and her team will work with The City of Gardena Team on the following goals:

1. Strengthen communication and collaboration across the City's office.
2. Align everyday decisions and actions to the City's values, vision and strategic plan.
3. Refine internal processes to increase efficiency, performance and collaboration.

**Some of the topics covered during the coaching sessions may include:**

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- We will support each manager to develop their Personal Boardroom, which includes influential allies who can help them to become more effective at work, to reach their KPIs and to progress along their professional career.

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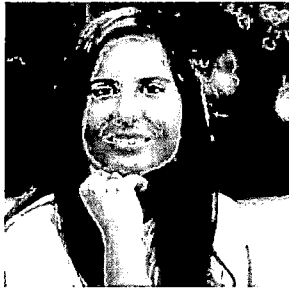
**Each coaching session will last for 60 mins and will be charged at \$310 per session. In between sessions, coaches will be available to support clients on WhatsApp, email and phone.**



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## About the Coaches on this Project

### About Lily Lapenna



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## Administration

### About Kara Goyal



**Kara Goyal** is Researcher to Lily Lapenna MBE Leadership Coaching and Consulting. She assists with all logistics, scheduling and finance.

Kara is a former Producer/Director for the BBC, making and developing educational television programs. She is passionate about social impact and education and has experience working in a global non-profit children's charity delivering child protection safety workshops.

**AGREEMENT BETWEEN THE  
THE CITY OF GARDENA  
AND  
LILY LAPENNA  
FOR CONSULTING SERVICES**

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF GARDENA ("City") and LILY LAPENNA, a Consultant. Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

A. City is desirous of obtaining services necessary to provide executive coaching services with the City of Gardena and GTrans staff

B. Consultant is qualified by virtue of experience, training, education and expertise to provide these services.

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

2. Services.

A. The services to be performed by Consultant shall consist of the services incorporated herein by reference to Proposal set forth in Exhibit A as well as prior services already retained.

B. The Services shall be performed in accordance with the Project Schedule set forth in Exhibit A. Consultant shall not be liable for any failure or delay in furnishing proposed services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by City to provide appropriate access to equipment or personnel, or other causes beyond Consultant's reasonable control.

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

4. Agreement Administrator. For purposes of this Agreement, City designates Ernie Crespo as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.

5. Consultant's Proposal. This Agreement shall include Consultant's proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

6. Timing of Performance. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.

7. Compensation. Compensation for the Services shall be billed as set forth in Exhibit A, attached hereto. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges.

8. Term of Agreement/Termination.

A. This Agreement shall be effective as of the date of execution by the City and shall remain in effect until all Services are completed or until terminated as provided for herein.

B. City may terminate this Agreement without cause by providing written notice to Consultant not less than three days prior to an effective termination date. City's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.

C. Unless for cause, Consultant may not terminate this Agreement.

D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

9. Invoices and Payments.

A. Payment shall be made upon receipt and approval of invoices for Services rendered. In order for payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs, and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced.

B. The Agreement Administrator shall review the invoices to determine whether services performed and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or the Agreement Administrator shall provide Consultant with a written statement objecting to the charges and stating the reasons therefore.

C. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

10. Records/Audit.

A. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for a minimum of three (3) years from the completion date of the Services under this agreement the following records:

1. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all funds;

2. Records which establish that Consultant and any subconsultant who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations

3. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.

B. City shall have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Services under this Agreement.

C. Upon reasonable notice from City or any other governmental agency, Consultant shall cooperate fully with any audit of its billings conducted by, or of, City and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

11. Successors and Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be

performed without amending this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. Change in Name, Ownership or Control. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

13. Key Personnel. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City.

14. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

B. City may utilize any material prepared or work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which City deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by City, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

15. Nonuse of Intellectual Property of Third Parties. Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold City harmless against all claims raised against City based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

16. Ownership of Work Product. All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed work made for hire for City by Consultant and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination of this Agreement.

17. Legal Requirements.

A. Consultant shall secure and maintain all licenses or permits required by law, including a City business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

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

C. Consultant covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

18. Conflict of Interest and Reporting.

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

B. Consultant and its representatives shall refrain from lobbying City of Gardena officials, employees and representatives for the duration of this Agreement.

19. Guarantee and Warranty. Consultant warrants to City that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of City's other rights or remedies, City may require Consultant to re-perform any of said services, which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

20. Insurance.

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

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

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

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

1. Commercial Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than five hundred thousand dollars (\$500,000.00) per accident.

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

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.

c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

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

D. Additional Requirements. The procuring of such required policies of



insurance shall not be construed to limit Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.

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

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

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

## 21. Indemnity.

A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.

B. Consultant shall defend, indemnify, and hold harmless the City, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions to act by Consultant or its agents, officers, employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do

not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of City, its officers, agents, employees or volunteers.

C. No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.

22. Independent Contractor. Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of City.

23. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of Gardena's GTrans:  
13999 S. Western Avenue  
Gardena, California 90249  
Attn: Ernie Crespo  
Telephone Number: (310) 965-8801  
E-mail: [ecrespo@gardenabus.com](mailto:ecrespo@gardenabus.com)

Consultant: Lily Lapenna  
Telephone Number: (323) 815-2325  
E-mail: [lily@lilylapenna.com](mailto:lily@lilylapenna.com)

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

24. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

25. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be Los Angeles County, California.

26. Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. To be valid a waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

27. Entire Agreement.

A. This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

B. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

28. Joint Drafting. Both parties have participated in the drafting of this Agreement.

29. Public Record. This Agreement is a public record of the City.

30. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

31. Attorney's Fees. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year written below.

CITY OF GARDENA

By \_\_\_\_\_  
Tasha Cerda  
Mayor


Date \_\_\_\_\_

ACCEPTED:  
LILY LAPENNA

By \_\_\_\_\_  
Lily Lapenna  
President

Date \_\_\_\_\_

APPROVED AS TO FORM:


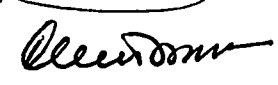
  
\_\_\_\_\_  
Carmen Vasquez  
City Attorney



**City of Gardena**  
**City Council Meeting**  
**AGENDA REPORT SUMMARY**

Agenda Item No. 8. B. ( 1 )  
Department: COMMUNITY DEVELOPMENT  
Meeting Date: 01/28/2020  
Urgency Ordinance No. 1814

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
AGENDA TITLE: ADOPTION OF URGENCY ORDINANCE NO. 1814, AMENDING THE GARDENA MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

<b><u>COUNCIL ACTION REQUIRED:</u></b> <ul style="list-style-type: none"><li>• Conduct a Public Hearing</li><li>• Adopt Urgency Ordinance No. 1814 approving the Zone Code Amendment</li></ul>	<b><u>Action Taken</u></b>
<b><u>RECOMMENDATION AND STAFF SUMMARY:</u></b> <p>Staff respectfully recommends that the City Council conduct a public hearing and adopt Urgency Ordinance No. 1814, amending the zoning provisions of the Gardena Municipal Code relating to accessory dwelling units and junior accessory dwelling units in accordance with State Law.</p> <p>Beginning January 1, 2020, the State of California enacted new laws relating to accessory dwelling units and junior accessory units and until the City adopts its own compliant ordinance, it is limited to the provisions contained in State law, eliminating local control. The Community Development Department proposes these changes to the Municipal Code to comply with State Law.</p> <p>It is necessary to adopt these changes through an Urgency Ordinance and then proceed with re-adoption through the regular manner that will include noticed, public hearings before both to the Planning Commission and City Council.</p> <p>An Aye Vote of 4/5ths of the Council Members is required to adopt the Urgency Ordinance.</p>	
<b><u>FINANCIAL IMPACT/COST:</u></b> <p>None</p>	
<b><u>ATTACHMENT:</u></b> <ul style="list-style-type: none"><li>• Agenda Staff Report</li><li>• Urgency Ordinance No. 1814</li></ul>	
Submitted by:  Raymond Barragan, Acting Community Development Director Date: 01/23/2020	
Submitted by:  Clint Osorio, City Manager Date: 01/23/2020	

# CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item No. 8.B. ( 1 )  
Department: Community Development  
Meeting Date: 01/28/2020  
Ordinance No. 1814

AGENDA TITLE: ADOPTION OF URGENCY ORDINANCE NO. 1814, AMENDING THE GARDENA MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

## RECOMMENDATION:

Staff respectfully recommends that the City Council conduct a public hearing and adopt Urgency Ordinance No. 1814.

## BACKGROUND:

During the last legislative session there were a number of bills enacted relating to Accessory Dwelling Units and Junior Accessory Dwelling Units. The Legislature has further restricted local control and mandated new requirements, including the approval of junior accessory dwelling units which is a unit of no more than 500 square feet contained within a single-family dwelling. If a city does not have an accessory dwelling unit ordinance that is compliant with state law, then any applications submitted will be processed under the State law requirements without any local input. As the new law went into effect on January 1, 2020, it is necessary to adopt these changes through an Urgency Ordinance and then proceed with readoption through the regular manner which will include noticed, public hearings before both the Planning Commission and City Council.

It is noted that the adopted legislation is ambiguous at best with regard to several matters. The ordinance presented by staff reflects our best interpretation, keeping in mind previous directives from the Department of Housing and Community Development ("HCD"), conversations with HCD, and the Legislature's overriding intent this past legislative session to deal with California's housing crisis.

## ANALYSIS:

The two primary bills that impacted accessory dwelling units were AB 68 and AB 881.

### AB 68

AB 68 relates to Junior Accessory Dwelling Units (JADUs). A JADU is an accessory dwelling unit that is built within a single-family residential structure and is no more than 500 square feet. It may have its own sanitation facilities, but could share these facilities with the primary residence. The JADU must have kitchen facilities.

Prior to this legislative session, a City was not required to have a JADU and Gardena never enacted provisions allowing such units. That changed this year and JADUs are now required. If

a City does not have an Ordinance, they will be approved in accordance with the provisions set forth in State law, although there is very little difference between the City's proposed ordinance and Government Code section 65852.22.

The proposed ordinance requires the front door to be located on a different side of the house from the front door of the primary unit and specifies that application fees must be paid along with permit and inspection fees.

In a JADU, the owner must reside in either the accessory or primary dwelling unit. In contrast, in an ADU, the City cannot impose this restriction for the next five years. However, the ordinance does allow the primary dwelling unit and JADU to be rented out as a whole to one party.

### AB 881

AB 881 made a number of changes to the Accessory Dwelling Unit (ADU) provisions. Briefly:

- ADUs must now be allowed in all residential zones, albeit with some limitations. Additionally, in certain circumstances they are also required to be located in mixed-use zones.
- All ADUs, as well as JADUs, must be approved within 60 days if they meet the ministerial requirements. If the ADU or JADU is being proposed in conjunction with a new primary structure, the approval may be delayed until the primary structure is approved, but then must be approved within 60 days.
- The grounds on which ADUs may be denied are now limited to water, sewer, traffic flow and public safety. No such grounds were identified for any area of the City.
- The City may no longer have a minimum lot size for lots on which ADUs must be allowed. This will eliminate the existing requirement for a 5,000 square foot minimum lot size. In reality, this should make little difference for Gardena because 5,000 square feet is the minimum required lot size in the City.
- The law has been clarified to provide that ADUs must be allowed within a proposed or existing primary dwelling in addition to being attached or detached. The difference between an interior ADU and a JADU would primarily be the size.
- At most, the City may require a four-foot side and rear yard setback. No setbacks may be required if the ADU is being converted from or constructed in the exact same location as a permitted accessory structure, including a garage. Garage conversions are mandatory and no replacement parking can be required for a garage that is removed as part of creating an ADU.
  - Because of this, the Ordinance includes amendments to require all accessory structures, except garages, to have at least a four-foot setback. This will eliminate zero lot line accessory building conversions in the future.

- Through January 1, 2025, the City can no longer impose an owner-occupancy requirement for ADUs and this requirement may not be imposed on any units approved during this time, even after January 1, 2025.
- State law has been amended to provide that a City may establish a maximum square footage requirement of 850 square feet for studio and one bedroom units and 1,000 square feet for more than one bedroom. Accordingly, the City has revised its ordinance to impose these standards.
- Four categories of accessory dwelling units must be approved regardless of any other provisions for an ADU within a residential or mixed-use zone; these are:
  - An ADU within a proposed or existing single-family dwelling when certain conditions are met.
  - A *detached* ADU that is no more than 800 square feet, 16 feet high, and no more than 4 foot side and rear yard setbacks. When this type of ADU is approved, the owner may also have a JADU within the house.
  - ADUs inside a multi-family dwelling in spaces that are not used as habitable spaces, such as storage rooms, boiler rooms, attics, basements, or garages provided the unit complies with the building code standards for dwellings. The City must allow up to 25% of the number of existing units and a minimum of one.
  - Two *detached* ADUs on a lot with a multifamily dwelling provided that each ADU is no greater than 16 feet in height and has minimum four-foot side and rear yard setbacks. State law does not impose a minimum size, but staff is recommending that an 800 square foot limit be imposed in this type of situation.
  - For the above four types of units, staff may not require correction of nonconforming zoning conditions.
  - **Some public interest groups are arguing that for these types of ADUs, the City may not impose a front yard setback requirement, meaning that the ADU could be located in front of the home. Staff has drafted the ordinance to require the front yard setback, but wanted to draw this to Council's attention given the threat of litigation that has faced other cities. It is the opinion of a number of city attorneys that because the legislature mentioned side and rear yard setbacks, they would have mentioned front yard setbacks had they meant to limit those as well.**

### Other Bills

SB 13 added section 17980.12 to the Health and Safety Code. Under this new requirement, through January 1, 2030, the City must include a notice to owners of ADUs with building code violations that they can seek to defer the corrections if it is not a matter of health and safety. If the City agrees, then enforcement shall be delayed for five years. This only applies to ADUs built



before January 1, 2020 or to ADUs built after January 1, 2020 in a city that did not have a compliant ordinance, but does have one at the time the request for delay is made.

AB 670 added section 4751 to the Civil Code. This section provides that CC&Rs for lots zoned for single-family residential use may not prohibit or unreasonably restrict the construction or use of an ADU or JADU.

### RECOMMENDATION

Staff recommends the City Council adopt Urgency Ordinance No. 1814. Once the Ordinance is adopted it is required to be sent to the Department of Housing and Community Development which has 30 days to review and comment on the ordinance. Once HCD's comments, if any, are received, the City can readopt the Ordinance through the normal procedures.

### ATTACHMENTS

1. Urgency Ordinance No. 1814

## **URGENCY ORDINANCE NO. 1814**

### **AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING THE ZONING PROVISIONS OF THE GARDENA MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS IN ACCORDANCE WITH STATE LAW**

**WHEREAS**, there is a shortage of affordable housing in California which has led to homelessness and causes people to drive longer distances to work or to double-up on housing space which impacts the quality of life and creates negative environmental impacts; and

**WHEREAS**, the California State legislature adopted more than eighteen (18) housing bills in 2019 to deal with the housing crisis; and

**WHEREAS**, one way to combat this problem is through the construction of accessory dwelling units (also known as second units, in-law units, and granny flats); and

**WHEREAS**, in order to encourage the construction of accessory dwelling units and junior dwelling units, the State Legislature has again amended Government Code section 65852.2 and section 65852.22; and

**WHEREAS**, the new State laws relating to accessory dwelling units and junior accessory dwelling units took effect on January 1, 2020 and, until the City adopts its own compliant ordinance, it is limited to the provisions contained in State law, eliminating local control; and

**WHEREAS**, the City desires to amend its regulations to be compliant with State law as soon as possible to retain local control over those items in which it still has discretion;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY ORDAIN, AS FOLLOWS:**

**Section 1.** Chapter 18.04 of the Gardena Municipal Code is hereby amended by revising Section 18.04.163 to read as follows and adding Section 18.04.164 to read as follows:

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**18.04.163 Dwelling, accessory unit.**

“Accessory dwelling unit” or “accessory unit” shall mean an attached or detached residential dwelling unit, or a dwelling unit located within a single-family dwelling, which provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation facilities on the same parcel of land as the single-family dwelling or multi-family dwelling is or will be situated. “Accessory dwelling units” includes efficiency units as defined in Health and Safety Code Section 17958.1 and manufactured homes as defined in Health and Safety Code Section 18007.

**18.04.164 Dwelling, junior accessory unit.**

“Junior accessory dwelling unit” shall mean a unit that is no more than 500 square feet and contained entirely within a single-family dwelling, not including an attached garage or other attached accessory structure.

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**Section 2.** Section 18.12.050G.4 is hereby amended to read, as follows:

4. Accessory buildings: one-story accessory buildings, other than a garage, shall be set back four feet from the rear and side property lines when located in the rear one-third of the lot. Garages may be constructed along the rear and side property line when located in the rear one-third of the lot. Garages fronting on public streets shall maintain a minimum twenty-foot yard setback. All garages shall be provided with garage doors and new front facing garages and replacement garage doors for front facing garages shall be sectional type doors.

**Section 3.** Section 18.14.050G.4 is hereby amended to read, as follows:

4. Accessory buildings: one-story accessory buildings, other than a garage, shall be set back four feet from the rear and side property lines when located in the rear one-third of the lot. Garages may be constructed along the rear and side property line when located in the rear one-third of the lot. Garages fronting on public streets shall maintain a minimum twenty-foot yard setback. All garages shall be provided with garage doors and

new front facing garages and replacement garage doors for front facing garages shall be sectional type doors.

**Section 4.** Section 18.16.050G.4 is hereby amended to read, as follows:

4. Accessory buildings: one-story accessory buildings, other than a garage, shall be set back four feet from the rear and side property lines when located in the rear one-third of the lot. Garages may be constructed along the rear and side property line when located in the rear one-third of the lot. Garages fronting on public streets shall maintain a minimum twenty-foot yard setback. All garages shall be provided with garage doors and new front facing garages and replacement garage doors for front facing garages shall be sectional type doors.

**Section 5.** Section 18.20.050A.5 is hereby amended to read as follows:

5. Accessory Buildings.

a. Non-residential development – One-story accessory buildings may be constructed along the rear and side property lines when located in the rear one-third of the lot.

b. Residential development – One-story accessory buildings shall be set back four feet from the rear and side property lines.

**Section 6.** Chapter 18.13 of the Gardena Municipal Code is hereby amended to read, as follows:

**CHAPTER 18.13  
ACCESSORY DWELLING UNITS  
AND JUNIOR ACCESSORY DWELLING UNITS**

**18.13.010 Purpose.**

A. In enacting this section, it is the intent of the city to encourage the provision of accessory dwelling units to meet a variety of economic needs within the city and to implement the goals, objectives, and policies of the housing element of the general plan. Accessory dwelling units provide housing for extended family members, students,

the elderly in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods. Homeowners who create accessory dwelling units can benefit from added income, and an increased sense of security. Allowing accessory dwelling units in residential zones provides needed additional rental housing. This section provides the requirements for the establishment of accessory dwelling units consistent with Cal. Government Code §§ 65852.2 and 65852.22.

B. For purposes of this chapter, an existing residential dwelling, or the larger of two proposed units, is considered to be the “primary residence.”

C. In cases of conflict between this chapter and any other provision of this title, the provisions of this chapter shall prevail. To the extent that any provision of this Chapter is in conflict with State law, the mandatory requirement of state law shall control, but only to the extent legally required.

#### **18.13.020 Applications – Junior and Accessory Dwelling Units.**

A. Applications for junior and accessory dwelling units shall be ministerially processed within 60 days of receipt of a complete application and approved if they meet the requirements of this Chapter.

1. If the application is submitted in conjunction with an application for a new single-family dwelling, the application for the junior or accessory dwelling unit shall not be acted upon until the application for the new single-family dwelling is approved, but thereafter shall be ministerially approved if it meets all requirements within 60 days.

2. The City shall grant a delay if requested by the applicant.

B. All applications for junior and accessory dwelling units shall be accompanied by an application fee.

C. Junior and accessory dwelling units shall be subject to applicable inspection and permit fees.

#### **18.13.030 Zones allowed.**

A. Accessory dwelling units shall be allowed on all legally existing residentially zoned lots where a single-family dwelling exists or has been proposed.

B. Accessory dwelling units shall be allowed on all legally existing residentially zoned lots where an existing multifamily structure exists.

C. Accessory dwelling units shall be allowed on all legally existing mixed-use zoned lots where an existing single-family or multifamily dwelling exists in accordance with section 18.13.060.

D. Nothing herein is meant to override the provisions of conditions, covenants, and restrictions for a housing development project relating to accessory dwelling units to the extent such restrictions comply with State law.

**18.13.040 General requirements.**

A. Number. Unless otherwise allowed by Section 18.13.060A, only one accessory dwelling unit may be allowed per residential lot.

B. Accessory dwelling units shall not be sold separately from the primary residence.

C. Neither the accessory dwelling unit nor the primary residence, shall be rented out for less than thirty-one consecutive calendar days. A covenant shall be recorded to this effect in a form approved by the city attorney.

D. Owner/Occupancy. Accessory dwelling units may be rented independently of the primary residence. However, in the R-1 zone, the owner of the property must be an occupant of either the primary residence or the accessory dwelling unit in order for one of the two units to be rented and a covenant shall be recorded to this effect in a form approved by the city attorney. Notwithstanding the foregoing, the owner may rent both the primary residence and accessory dwelling unit to one party with a restriction in the lease that such party may not further sublease any unit or portion thereof. The owner-occupancy requirement shall not be imposed on any accessory dwelling unit approved between January 1, 2020 and January 1, 2025.

E. Impact Fees.

1. No impact fee shall be imposed on any accessory dwelling unit less than 750 square feet in size.

2. For accessory dwelling units 750 square feet or greater, impact fees shall be charged proportionately in relation to the square footage of the primary residence.

3. All applicable public service and applicable recreation impact fees shall be paid prior to occupancy in accordance with Government Code Sections 66000 et seq. and 66012 et seq.

4. For purposes of this section, "impact fee" shall have the same meaning as set forth in Government Code section 65852.2(f).

H. Accessory dwelling units shall not count in determining density or lot coverage and are considered a residential use consistent with the existing general plan and zoning designation for the lot.

I. Enforcement. Until January 1, 2030, the City shall issue a statement along with a notice to correct a violation of any provision of any building standard relating to an accessory dwelling unit that provides substantially as follows:

You have been issued an order to correct violations or abate nuisances relating to your accessory dwelling unit. If you believe that this correction or abatement is not necessary to protect the public health and safety you may file an application with the Community Development Director. If the City determines that enforcement is not required to protect the health and safety, enforcement shall be delayed for a period of five years from the date of the original notice.

This section only applies to accessory dwelling units built before January 28, 2020.

#### **18.13.050 Development regulations.**

A. An attached or detached accessory dwelling unit shall be located behind the front yard setback, unless the accessory dwelling unit is being constructed in the exact location and to the same dimensions as a previously existing approved accessory structure, including an attached or detached garage.

#### **B. Design.**

1. An accessory dwelling unit, whether attached or detached, shall be consistent in architectural style, materials, colors, and appearances with the existing or proposed dwelling and the quality of the materials shall be the same or exceed that of the primary residence.

2. Window placement shall be sensitive to maintaining privacy between the accessory dwelling unit and the primary residence and neighboring residences.

3. An accessory dwelling unit shall have a separate entrance from the primary residence which shall be located on a different plane than the entrance for the primary residence in the case of a single-family dwelling.

4. To the maximum extent feasible, the accessory dwelling unit shall not alter the appearance of the single-family dwelling.

C. No passageway as defined in Government Code Section 65852.2(i) shall be required for the construction of an accessory dwelling unit.

D. Accessory dwelling units shall comply with all applicable building code requirements with the exception that fire sprinklers shall not be required in an accessory dwelling unit if they are not required for the primary residence.

E. Size.

1. The floor area of an attached or detached accessory dwelling unit shall not exceed 850 square feet for a studio or one bedroom or 1,000 square feet for a unit that contains more than one bedroom.

2. The minimum size of an accessory dwelling unit is 150 square feet.

3. Except for front yard setback requirements, the development standards of this section shall be waived in order to allow an accessory dwelling unit that is 800 square feet and at least 16 feet in height with four-foot side and rear yard setbacks.

F. Setbacks. Except as specified below, an accessory dwelling unit shall be required to comply with the setback requirements of the zone in which the unit is to be located.

1. No setback shall be required for an existing living area, or a legally existing accessory structure, including a garage, that is converted to an accessory dwelling unit or a new accessory dwelling unit constructed in the same location and built to the same dimensions as the existing structure.

2. No setback greater than four feet shall be required for side and rear yard setbacks for all other accessory dwelling units not covered by F.1 above.

3. An attached or detached accessory dwelling unit shall be at least six feet from all other buildings on the lot or on any adjacent lot.



G. Height. Unless an accessory dwelling unit is being built above a garage or attached to a single-family dwelling, the height of an attached or detached accessory dwelling unit shall not be any higher than the primary residence and in no event shall the height exceed twenty-five feet.

H. Parking.

1. Parking shall be required at the rate of one space for each accessory dwelling unit. No parking spaces shall be required for an accessory dwelling unit created within an existing living space.

2. Parking spaces may be provided through tandem parking on an existing driveway; provided, that such parking does not encroach into the public sidewalk.

3. Parking spaces for accessory dwelling units may be provided in paved portions of setback areas; provided, that the amount of paving does not exceed the total amount of paving and hardscaped areas that are otherwise allowed by this Title.

4. When a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit, such parking spaces need not be replaced.

5. Tandem parking and parking in setback areas shall not be allowed if the Community Development Director makes specific findings that such parking is not feasible based upon specific site or regional topographical, or fire and life safety conditions.

6. Notwithstanding any other provision of this subsection H, no parking shall be required for the accessory dwelling unit if any of the following conditions apply:

a. The accessory dwelling unit is located within one-half mile walking distance of a public transit stop;

b. The accessory dwelling unit is located within an architecturally and historically significant district;

c. The accessory dwelling unit is part of the existing primary residence or an existing accessory structure;

d. When on-street parking permits are required, but not offered to the occupant of the accessory dwelling unit; or

e. When there is a car share vehicle located within one block of the accessory dwelling unit.

I. Utilities.

1. All utility installations shall be placed underground.

2. For an accessory dwelling unit contained within an existing single-family dwelling, or an existing accessory structure meeting the requirements of section 18.13.060A.1 below, the city shall not require the installation of a new or separate utility connection between the accessory dwelling unit and the utility or impose a connection fee or capacity charge. Such requirements and charges may be imposed when the accessory dwelling unit is being proposed within a new single-family dwelling.

3. For all other accessory dwelling units other than those described in subsection (I)(2) above, the city shall require a new or separate utility connection between the accessory dwelling unit and the utility and shall charge a connection fee or capacity charge that is proportionate to the burden of the proposed accessory dwelling unit based on the size or number of plumbing fixtures.

J. The number of curb cuts allowed shall be governed by the underlying zoning regulations.

K. An applicant may apply for an administrative site plan review by the Community Development Director pursuant to Sections 18.44.020C and D in order to turn an existing single-family dwelling into the accessory dwelling unit and develop a new primary residence elsewhere on the lot. In such case the existing single-family dwelling must meet all requirements of this chapter relating to accessory dwelling units, including size limitations.

**18.13.060 Mandatory Approvals**

A. Notwithstanding any other provision of this chapter, the City shall ministerially approve an application for any of the following accessory dwelling units within a residential or mixed-use zone. For new construction, if the unit is attached or detached, it shall be located behind the front yard setback line in a single-family zone:

1. A junior or accessory dwelling unit within the existing or proposed space of a single-family dwelling or accessory structure.

a. An expansion of up to 150 square feet shall be allowed in an accessory structure solely for the purposes of accommodating ingress and egress.

b. The junior or accessory dwelling unit shall have exterior access separate from the existing or proposed single-family dwelling.

c. The side and rear setbacks shall be sufficient for fire and safety.

d. If the unit is a junior accessory dwelling unit, it shall comply with the requirements of Section 18.13.070 below.

2. One new detached accessory dwelling unit with minimum four-foot side and rear yard setbacks on a lot with an existing or proposed single-family dwelling, provided that the unit shall not be more than 800 square feet and shall not exceed 16 feet in height.

a. A junior accessory dwelling unit may be developed with this type of detached accessory dwelling unit, provided it complies with the requirements of Section 18.13.060A, above.

3. On a lot with a multifamily dwelling structure, up to 25 percent of the total multifamily dwelling units, but no less than one unit, shall be allowed within the portions of the existing structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided that each unit complies with state building standards for dwellings.

4. On a lot with a multifamily dwelling structure, up to two detached units, provided that neither unit is greater than 16 feet in height and has at least four-foot side and rear yard setbacks.

B. For those Junior/or Accessory dwelling units which require mandatory approval, the City shall not require the correction of legal, nonconforming zoning conditions.

#### **18.13.070 Junior accessory dwelling units.**

A. One junior accessory dwelling unit shall be allowed in an existing or proposed single-family dwelling. A junior accessory dwelling unit may be allowed on the same lot as a detached accessory dwelling unit where the detached accessory dwelling unit is no larger than 800 square feet and no taller than 16 feet.

B. The junior accessory dwelling unit shall be required to contain at least an efficiency kitchen which includes a sink, cooking appliances and a food preparation counter and storage cabinets that are of reasonable size in relation to the junior accessory dwelling unit.

C. The junior accessory dwelling unit shall be required to have a separate entrance from the primary residence which shall be located on a different side of the home than the front door of the primary residence.

D. The junior accessory dwelling unit may, but is not required to, include separate sanitation facilities. If separate sanitation facilities are not provided, the junior accessory dwelling unit shall share sanitation facilities with the single-family residence and shall have direct access to the single-family residence from the interior of the dwelling unit.

E. No additional parking shall be required for a junior accessory dwelling unit.

F. Junior accessory dwelling unit shall be required to comply with applicable building standards, except that fire sprinklers shall not be required if they were not required for the single-family residence.

G. The City shall not require the correction of a legal nonconforming zoning condition as a requirement for the junior accessory dwelling unit.

H. The owner of property on which a junior accessory dwelling unit is constructed shall be required to record a deed restriction which shall run with the land and file a copy with the City. The deed restriction shall provide for the following:

1. A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence;

2. A restriction that prohibits the junior accessory dwelling unit from being enlarged beyond 500 square feet;

3. A restriction from renting either the junior accessory dwelling unit or the single-family dwelling for less than 31 consecutive, calendar days;

4. A restriction that the owner resides in either the single-family dwelling or the junior accessory dwelling unit. Notwithstanding the foregoing:

- a. The owner may rent both the single-family dwelling and junior accessory dwelling unit to one party with a restriction in the lease that such party may not further sublease any unit or portion thereof; and

b. This restriction shall not apply if the owner of the single-family dwelling is a governmental agency, land trust, or housing organization; and

5. A statement that the deed restrictions may be enforced against future purchasers.

I. For the purposes of applying any fire or life protection ordinance or regulation, or providing service water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered to be a separate or new dwelling unit.

**Section 7.** **CEQA.** This Ordinance is exempt to CEQA pursuant to CEQA Guidelines section 15282(h) which provides a statutory exemption for the adoption of an ordinance regarding accessory dwelling units to implement the provisions of Section 65852.1 and 65852.2 of the Government Code. As the standards of Government Code section 65852.22 relating to junior accessory dwelling units are incorporated into Government Code 65852.2, this exemption covers junior accessory dwelling units as well. Regardless of whether the City adopts this Ordinance, accessory dwelling units and junior accessory dwelling units must be allowed in the City in accordance with the standards set forth in State Statute. Therefore, this Ordinance is categorically exempt under the common sense exemption of CEQA Guidelines section 15061(b)(3) which provides that CEQA does not apply where it can be seen with certainty that the project will not cause any impacts.

**Section 8.** **Effective Date.** This Ordinance shall take effect immediately pursuant to Government Code section 36937. The grounds constituting the urgency are set forth in the Whereas clauses of this Ordinance.

**Section 9.** **Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase

thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional.

**Section 10.** Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

**Section 11.** Transmission to HCD. The City Clerk shall send a copy of this Ordinance to the Department of Housing and Community Development, as required by State law.

**PASSED, APPROVED AND ADOPTED this 28<sup>th</sup> day of January, 2020.**

\_\_\_\_\_  
**Tasha Cerda, Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**Carmen Vasquez, City Attorney**



# City of Gardena

## City Council Meeting

Agenda Item No. 8. C. (1)

Department: Elected & Administrative Offices

Meeting Date: January 28, 2020

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND THE CITY COUNCIL

AGENDA TITLE: CONSIDERATION OF THE SALE OF WIRELESS TOWER LEASE FOR THE WIRELESS TOWER LOCATED AT BELL PARK, 14708 S. HALLDALE AVE., GARDENA CALIFORNIA 90247

#### COUNCIL ACTION REQUIRED:

Make a Motion to Grant Crown Castle an option to purchase the wireless tower lease for the wireless tower located at Bell Park, 14708 S. Halldale Ave., for the lump sum payment of Five Hundred and Forty One Thousand Dollars (\$541,000); and in the event that Crown Castle exercises the purchase option, authorize the City Manager and/or City Attorney to approve and execute the documents necessary to finalize the transaction on the City's behalf.

#### Action Taken

#### STAFF SUMMARY AND RECOMMENDATION:

Staff recommends that the City Council grant Crown Castle an option to purchase the wireless tower lease for the wireless tower located at Bell Park, 14708 S. Halldale Ave., for the lump sum payment of Five Hundred and Forty One Thousand Dollars (\$541,000); and in the event that Crown Castle exercises the purchase option, authorize the City Manager and/or City Attorney to approve and execute the documents necessary to finalize the transaction on the City's behalf.

The City currently has a 30 year lease with AT&T (an initial five year period with options to extend the lease for five successive five-year terms) beginning December 10, 2013 and ending December 10, 2033. This lease is for 312 square feet of space at Bell Park with three light pole antennas for wireless communications. AT & T paid \$31,996 in 2019 for the annual lease payment which has a yearly escalator of 3%. AT & T may cancel the lease with the City with 60 days' notice prior to the expiration of the lease term or existing renewal lease term, in which case the City would then lose this revenue stream.

With the advancement of 5G technology on the horizon, staff felt it would be prudent to explore other options that would protect against potential future loss of revenue and provide the City with the greatest financial benefit. Staff negotiated with three of the largest purchasers of wireless site lease agreements and received the best and final offers contained in the chart below.

Company Name	Price
Crown Castle	\$541,000
Landmark Dividend	\$500,000
Black Dot – Offer #3	\$473,540
Black Dot – Offer #2	\$431,945
Black Dot – Offer #1	\$298,397

Crown Castle has 25 years of experience working with nearly 700 cities and utilities, they are ready to partner with the City to help us serve our community in a way that benefits everyone.

#### FINANCIAL IMPACT/COST:

Revenue: \$541,000 to the General Fund

#### ATTACHMENTS:

Purchase Agreement

Submitted by: , Ray Beeman, Chief Fiscal Officer

Date: 1/28/2020

Concurred by: , Clint D. Osorio, City Manager

Date: 1/28/2020



## PURCHASE AGREEMENT

For and in consideration of **Fifty Dollars (\$50.00)** and the mutual promises set forth in this purchase agreement ("Agreement"), undersigned site owner ("Site Owner") agrees to sell, convey, assign and/or transfer to Global Signal Acquisitions IV, a Delaware limited liability company ("Crown Castle") the Property Interest described below ("Transaction"). Subject to the terms of this Agreement, Crown Castle will endeavor to close the transaction within one hundred twenty (120) days following Site Owner's execution of this Agreement ("Exclusive Due Diligence Period").

<b>Site ID:</b> OPT - City of Gardena - Ray Beeman <b>Site Owner:</b> City of Gardena		<b>Site Address ("Property"):</b> 14708 S. Halldale Ave. Gardena CA 90247
<b>Lease Details ("Lease"):</b> That certain lease for all or a portion of the property between Site Owner and New Cingular Wireless PCS, LLC, a Delaware limited liability company		
<b>Property Interest:</b> Perpetual Easement and Assignment of the Lease		<b>Purchase Price:</b> <u>\$541,000.00</u> paid as a lump sum at closing.
<b>Additional Terms:</b>	<ul style="list-style-type: none"><li><i>Crown Castle agrees to pay the following closing costs: title, survey, environmental screening, zoning reports, and customary recording fees.</i></li><li><i>Rent may be pro-rated at closing to adjust for any prepaid rent attributable to the Lease after the date of closing.</i></li></ul>	
<b>Additional Documentation:</b>	Upon Crown Castle's request, Site Owner shall provide copies of <u>ALL</u> lease(s), licenses, easements or other similar agreements, including amendments, current vesting deed and any available survey/legal descriptions of the Property, copies of any title policies (current or expired), Lender Authorization Letter (for each mortgage, deed of trust or other security lien), Waiver and Release of Right of First Refusal in recordable form (as applicable), and fully completed IRS Form W-9. Site Owner also agrees to work in good faith to clear title of any known and unknown encumbrances, including liens, mortgages, deeds of trust or other clouds on title.	

Site Owner understands that closing of the Transaction is subject to Crown Castle's discretionary due diligence review and final underwriting approval. Site Owner has executed this Agreement as a material inducement to Crown Castle for its willingness to incur costs associated with its due diligence review and underwriting approval procedures. Site Owner represents that it will proceed with the Transaction, negotiate in good faith and fully cooperate with Crown Castle to close the Transaction on the terms set forth in this Agreement. Site Owner acknowledges that Crown Castle has relied upon the foregoing representations by agreeing to evaluate the Transaction and incur any applicable underwriting and/or due diligence costs in connection with such evaluation. In further consideration to Crown Castle for its agreement to evaluate the Transaction, Site Owner will not, at any time during the Exclusive Due Diligence Period, whether directly or indirectly, sell, lease or otherwise transfer or encumber all or any portion of the Property subject to the Transaction or any interest therein, or solicit or engage in discussions or negotiations with any third party related to the transfer of any rights or interests in the Property or Lease to any third party other than Crown Castle. In addition, Site Owner shall not terminate or modify the Lease or other real property interest subject to the Transaction in any respect without Crown Castle's prior written consent. If there is a mortgage, deed of trust, or other similar lien on the Property ("Security Interest"), Site Owner will obtain a Non-Disturbance and Attornment Agreement ("NDA") from all applicable lien holders (each a "Lender"). To expedite the receipt of a NDA, Crown Castle, may at its option, contact and negotiate with any Lender directly for the NDA. In furtherance of the foregoing, Site Owner authorizes each applicable Lender to discuss the Transaction with Crown Castle and release and provide to Crown Castle any information held by such Lender regarding the Security Interest or Site Owner's interest in the Property. If for any reason, Crown Castle decides not to pursue the Transaction, Crown Castle may terminate this Agreement, without damages or liability, by providing written notice to Site Owner. Upon termination, neither party shall have any further obligation or liability to the other.

ACKNOWLEDGED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SITE OWNER:** City of Gardena, a municipal corporation

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Global Signal Acquisitions IV, a Delaware limited liability company:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_





# City of Gardena

## City Council Meeting

Agenda Item No. 8. D. ( 1 )

Department: GENERAL SERVICES

Meeting Date: January 28, 2020

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVE PURCHASE ORDER TO VERMEER CORPORATION FOR A VERMEER TIER 4 SC802 – 74 HP STUMP CUTTER IN THE AMOUNT OF \$65,706.65 FOR PUBLIC WORKS STREET & HIGHWAY EQUIPMENT PURCHASE, JN 942.

#### COUNCIL ACTION REQUIRED:

Approval of Purchase Order

#### Action Taken

#### RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that City Council approve a Purchase Order (P.O.) to Vermeer Corporation, in the amount of \$65,706.65 (including sales tax and freight) for the Vermeer Tier 4 SC802- 74 HP Stump Cutter through the Sourcewell Cooperative Agreement Contract for Public Works Street & Highway Equipment Purchase, JN 942.

The General Services Department, in conjunction with West Coast Arborists, currently maintains approximately 8,000 trees located in the City's right of way including highway median islands in a variety of species, sizes, and conditions. The Tree Maintenance Division of General Services regularly trims and removes dead, dying, or diseased trees to assure the health, safety, and general welfare of the public.

Presently, the twelve-year old Vermeer Tier 1 SC802 – HP stump cutter owned by the City of Gardena is not in compliance with The Portable Equipment Registration Program (PERP) and Portable Engine Airborne Toxic Control Measure (ATCM). The PERP and ATCM are measures to reduce diesel particulate matter emissions from portable diesel-fueled engines having a rated brake horsepower of 50 and greater ( $\geq 50$  bhp). As part of PERP, the Airborne Toxic Control Measure Final Regulation Order requires small fleet operators to phase out any Tier 1 Engine Certification with a cumulative horsepower of 50-750 bhp that were built on or prior to 1/1/2009. The purchase of the Tier 4 Stump Cutter will allow the City of Gardena to achieve compliance with PERP, which will allow the stump cutter to be registered. Registration under this program allows portable engines and equipment units to operate throughout the State of California without authorization or permits from air quality management or air pollution control districts.

The purchase will be through Sourcewell Grounds Maintenance Contract #062117-VRM. Sourcewell Contracts are State contracts that result in a significant cost savings to the City. Sourcewell Contracts allow vendors an opportunity to compete with their lowest bids and enables municipalities to obtain the overall best price for their procurement.

#### FINANCIAL IMPACT/COST:

Budget Amount: \$65,706.65

Funding Source: Gas Tax Fund

#### ATTACHMENT: Quote

Submitted by: KB, Kevin Kwak, Principal Civil Engineer

Date: 1/21/2020

Concurred by: Osorio, Clint Osorio, City Manager

Date: 1/23/20

JN # 942

2019 Vermeer Corporate Account Pricing ☒ QUOTE  
 Sourcewell Grounds Maintenance Contract # 062117-VRM ☐ ORDER



**SC802 - 74 hp Stump Cutter**

**Basic Unit - Manual Controls (use this pricing if specifications beyond those shown below are desired)**

SC802 Stump Cutter w/ 74 hp Deutz TD2.9 Tier 4 Final turbocharged diesel engine; manual control valve w/ swing-out control station; operator presence system; SmartSweep control system; gearbox cutter drive; rubber curtains; rubber torsion suspension; pintle hitch; double safety chains; electric brakes w/ break-away switch; 6-bolt 10 x 16.5 flotation LRE tires; multifunction display (MFD); reflectors (011); LED lights (includes tail, stop, turn, side marker, license lights, grommets and all hardware) (799); Yellow Jacket cutter system (includes cutter wheel w/ carbide-tipped indexable Yellow Jacket cutter teeth) (111)

For additional options, see "Optional Features" section below.

☐ Basic Unit Price:

**Common Package (10VP)**

Order unit as specified above, "As Is" with NO change to options shown above.

☐ Common Package Price:

**Basic Unit - Remote Controls (use this pricing if specifications beyond those shown below are desired)**

SC802 Stump Cutter w/ 74 hp Deutz TD2.9 Tier 4 Final turbocharged diesel engine; radio remote controls w/ swing-out control station; operator presence system; SmartSweep control system; gearbox cutter drive; rubber curtains; rubber torsion suspension; pintle hitch; double safety chains; electric brakes w/ break-away switch; 6-bolt 10X16.5 flotation LRE tires; multifunction display (MFD); reflectors (011); LED lights (includes tail, stop, turn, side marker, license lights, grommets and all hardware) (799); Yellow Jacket cutter system (includes cutter wheel w/ carbide-tipped indexable Yellow Jacket cutter teeth) (111)

For additional options, see "Optional Features" section below.

☒ Basic Unit Price: \$56,770.00

**Common Package (12VP)**

Order unit as specified above, "As Is" with NO change to options shown above.

☐ Common Package Price:

To receive "Optional Features" below, add to "Basic Unit" price above to arrive at final pricing. DO NOT add to "Common Package" pricing.

**Optional Features:**

- ☐ Biodegradable Hydraulic Oil (998)  
☒ Miscellaneous Features: sales code \_\_\_\_

Add to Basic Unit Price:

CARB \$1,295.00

Subtotal: \$58,065.00  
 Dealer Freight & Prep: \$2,245.00  
 Quantity: 1

Total: \$60,310.00  
 Sales Tax: \$5,396.65

Grand Total: \$65,706.65

Pricing effective 09/29/19

NOTE: All pricing in USD \$

NOTE: Include applicable sales tax

Quotes valid for 30 days

**ACCEPTED:**

Vermeer

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Customer

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Any applicable sales tax is not included. Prices subject to change without notice. These prices are exclusive of any and all duties, import fees, taxes, or other similar charges. These prices may not be available in any transaction involving a trade or rental transaction. This sheet may not include all possible specifications available for this model. For complete product specifications, please contact your local authorized Vermeer dealer. Unless otherwise noted, dealer freight & prep to be determined.





# City of Gardena

## City Council Meeting

Agenda Item No. 8.E. (1)

Department: POLICE

Meeting Date: 01/28/2020

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

**AGENDA TITLE:** *AUTHORIZATION TO PURCHASE PORTABLE RADIOS FROM MOTOROLA SOLUTIONS, INC., IN THE AMOUNT OF \$83,911.00, UNDER THE 2017 HOMELAND SECURITY PROGRAM GRANT*

<b><u>COUNCIL ACTION REQUIRED:</u></b>	<b><u>Action Taken</u></b>
Authorize purchase.	
<b><u>RECOMMENDATION AND STAFF SUMMARY:</u></b>	
<p>Staff respectfully recommends that the City Council authorize the purchase of 11 portable radios and related components from Motorola Solutions, Inc., totaling \$83,911.00, under the 2017 State Homeland Security Grant.</p> <p>The County of Los Angeles Board of Supervisors accepted the 2017 State Homeland Security Program (SHSP) grant funding from the California Governor's Office of Emergency Services (Cal OES), with a performance period of September 1, 2017 to May 31, 2020. As Subgrantee, the County of Los Angeles was authorized to proceed with the allocation of funds and entered into subrecipient agreements with program participants. As a participant, the City of Gardena was awarded \$83,911.00 to purchase equipment approved by the funding authority and coordinated among other Los Angeles County law enforcement agencies, including the Cities of Redondo Beach, Hermosa Beach, Manhattan Beach, and the City of Hawthorne.</p> <p>The Police Department will purchase the portable radios through Motorola Solutions, Inc., utilizing the existing contract between Motorola and the County of Los Angeles. The funds provided through this Grant will enhance the interoperability between the Gardena Police Department and other Los Angeles County law enforcement agencies that were awarded the purchase of this specified radio equipment and related communications.</p>	
<b><u>FINANCIAL IMPACT/COST:</u></b>	
1) \$83,911.00 to be funded through the 2017 State Homeland Security Program Grant.	
<b><u>ATTACHMENTS:</u></b>	
1) 2017 State Homeland Security Program Grant Notification Letter 2) Contract Award Between the County of Los Angeles and Motorola Solutions, Inc. 3) Motorola Solutions, Inc., Equipment Quotation	
Submitted by: <u>Mike Saffell</u> , Mike Saffell, Chief of Police	Date: <u>1/21/20</u>
Concurred by: <u>Clint Osorio</u> , Clint Osorio, City Manager	Date: <u>1/21/20</u>



SACHI A. HAMAI  
Chief Executive Officer

County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

Board of Supervisors  
HILDA L. SOLIS  
First District

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Second District

SHEILA KUEHL  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

December 21, 2018

Edward Medrano, City Manager  
City of Gardena  
1700 W. 162<sup>nd</sup> St.  
Gardena, CA 90247

Dear Mr. Medrano:

**2017 STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT**

Enclosed for your files is an original executed 2017 State Homeland Security Program Agreement between the City of Gardena and the County of Los Angeles. This Agreement provides the framework for your City to make approved expenditures and request reimbursement under the Grant through this office. However, prior to your City moving forward and if applicable, request(s) for Non-competitive Procurement (e.g. sole source or failed bid), as well as Aviation, Watercraft, and Environmental approvals must be first secured from the State prior to your City awarding a Purchase Order.

Any questions regarding this Agreement or requests for sole source procurement, aviation, watercraft, and environmental approvals should be directed to Craig Hirakawa at [chirakawa@ceo.lacounty.gov](mailto:chirakawa@ceo.lacounty.gov) or (213) 974-1127, or to me at [gquan@ceo.lacounty.gov](mailto:gquan@ceo.lacounty.gov) or (213) 974-2319.

Sincerely,

A handwritten signature in black ink, appearing to read "Giles Quan", is written over a horizontal line.

Giles Quan  
Homeland Security Grants Administration

Enclosure


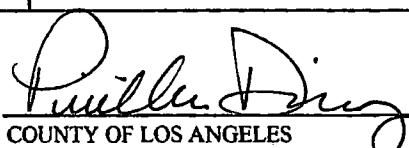
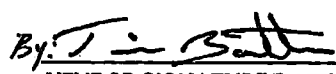
c: Clint Osorio, Director of Administrative Services, City of Gardena (w/o enclosure)

City of Gardena  
2017 HSGP Projects

Project #	Project Title	Funding Source	Discipline	Solution Area	Total Budgeted
011	LE Interoperable Radios	HSGP-SHSP	LE	Equipment	83,911

**Totals \$ 83,911**

Project #	Equipment Description & (Quantity)	AEL #	AEL Title	SAFECOM Consult	Funding Source	Discipline	Solution Area Sub-Category	Deployable / Shareable	Part of a Procurement over \$150K	Sole Source Involved	Hold Trigger	Budgeted Cost
011.18	Purchase 9 all-spectrum (UHF/VHF/800/700 MHz) portable radios, 9 programming cables, and 1 multi-radio battery bank charger	06CP-01-PORT; 10PE-01-PCHG	Radio, Portable; Chargers, Phone and Radio	Yes	HSGP-SHSP	LE	Interoperable Communications Equipment	Deployable	No	Yes	No Hold Indicated	83,911

TERM CONTRACT AWARD			CONTRACT NO: MA-IS-1740313-1		VERSION DATE
INTERNAL SERVICES DEPARTMENT			PROCUREMENT FOLDER: 1326070		
<div style="border: 1px solid black; padding: 5px;"> MOTOROLA SOLUTIONS INC  725 S. FIGUEROA ST., STE. 1870   LOS ANGELES CA 90017 </div>			BUYER: Priscilla Diaz PHONE: 323-267-2315 EMAIL: pdiaz@isd.lacounty.gov		
			VENDOR NO: 033256 CONTACT: DAVE ANDREWS PHONE: 213-362-6704		
			FISCAL YEAR: EFFECTIVE DATE: 07/01/17 EXPIRATION: 06/30/20		
RADIO COMMUNICATIONS (MOTOROLA)					
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 725-45-00-028600  RADIO COMMUNICATIONS EQUIPMENT MFG: MOTOROLA  % DISCOUNT: SEE EXHIBIT A 2017-2020 DISCOUNT DATED JULY, 1, 2017	0.000		DISCOUNT	0.0000 %
2	COMMODITY CODE: 962-86-00-043391  FREIGHT  (SEE PAGE 17 OF EXHIBIT A FOR FREIGHT/SHIPPING CHARGE DETAILS)	0.000	EA	ITEM	\$ 0.000000
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">   6/29/17  COUNTY OF LOS ANGELES </div> <div style="text-align: center;"> MOTOROLA SOLUTIONS, INC.    6-29-17  VENDOR SIGNATURE/DATE </div> </div>					

*Approved*  
**MARK W. ANTHONY**

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
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<p>TERMS &amp; CONDITIONS OF PURCHASE FOR CONTRACT 1740313</p> <p>***NOTE: THE COUNTY OF LOS ANGELES IS USING A NEW DATABASE NUMBERING SYSTEM; THEREFORE, THE COUNTY OF LOS ANGELES MASTER PURCHASE AGREEMENT NUMBER 1240419 (TERM: 2012 - 2017) WILL HAVE A NEW NUMBER ASSOCIATED WITH IT. THIS NEW NUMBER IS A PROCEDURAL CHANGE AND DOES NOT CHANGE THE NATURE OF THE EXTENSION OF THE AGREEMENT NUMBER 1240419. ALL THE TERMS AND CONDITIONS OF THE AGREEMENT REMAIN THE SAME.***</p> <p>****NOTE: THIS CONTRACT SHALL BE FOR THE PURCHASE OF RADIO COMMUNICATION EQUIPMENT &amp; RELATED ACCESSORIES ONLY. PRODUCTS WITH RADIO COMMUNICATIONS AS AN ADDITIONAL FEATURE (I.E DESK OR LAPTOP COMPUTERS) SHALL NOT BE PURCHASED UNDER THIS CONTRACT.****</p> <p>CONDITIONS OF PURCHASE: THIS CONTRACT SHALL BE IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND ANY ATTACHMENTS HERETO. NO OTHER CONDITIONS OR MODIFICATIONS OF THESE TERMS AND CONDITIONS WILL BE EFFECTIVE UNLESS SPECIFICALLY AGREED TO IN WRITING BY THE COUNTY OF LOS ANGELES (COUNTY). FAILURE OF COUNTY TO OBJECT TO PROVISIONS CONTAINED IN ANY ACKNOWLEDGMENT, DOCUMENT OR OTHER COMMUNICATION FROM VENDOR SHALL NOT BE CONSTRUED AS A WAIVER OF THESE TERMS AND CONDITIONS NOR AN ACCEPTANCE OF ANY SUCH PROVISION.</p> <p>1. TERMS OF AGREEMENT:</p> <p>THE TERM OF THIS AGREEMENT SHALL COMMENCE ON THE DATE THE AGREEMENT IS EXECUTED AND SHALL EXPIRE IN THREE (3) YEARS THEREAFTER, UNLESS SOONER TERMINATED OR EXTENDED, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT; EXCEPT THAT:</p> <p>A. COUNTY MAY EXTEND THIS CONTRACT FOR AN ADDITIONAL 24 MONTHS. (TO BE DONE IN 12 MONTH INCREMENTS).</p> <p>B. COUNTY SHALL NOTIFY VENDOR OF ANY DETERMINATION TO EXTEND THIS AGREEMENT NOT LESS THAN THIRTY (30) DAYS BEFORE THE EXPIRATION OF THE ORIGINAL OR EXTENDED AGREEMENT.</p> <p>C. COUNTY'S PROJECT MANAGER MAY AUTHORIZE MONTH TO MONTH EXTENSION AT THE END OF EACH AGREEMENT TERM, NOT TO EXCEED SIX (6) MONTHS.</p> <p>VENDOR AGREES THAT SUCH EXTENSIONS SHALL BE AT THE SAME RATES, TERMS AND CONDITIONS.</p> <p>ANY AGREEMENT FORMULATED FROM THIS INQUIRY MAY BE CANCELLED BY EITHER PARTY, AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON NINETY (90) DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST SAID AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.</p> <p>2 DELIVERY: DELIVERY SHALL BE AS STATED HEREIN. WHEN USING COMMON CARRIERS, COUNTY RESERVES THE RIGHT TO DESIGNATE THE TRANSPORTATION CARRIER. FAILURE ON THE PART OF VENDOR TO ADHERE TO SHIPPING TERMS SPECIFIED HEREON OR WRITTEN AGREEMENT MAY, AT COUNTY'S DISCRETION, RESULT IN ADDITIONAL HANDLING COSTS BEING DEDUCTED FROM VENDOR'S INVOICE. COST OF INSPECTION ON DELIVERIES OR OFFERS FOR DELIVERY WHICH DO NOT MEET SPECIFICATIONS WILL BE FOR THE ACCOUNT OF VENDOR. UNLESS OTHERWISE SET FORTH HEREIN, ALL ITEMS SHALL BE SUITABLE PACKED AND MARKED. PURCHASE ORDER NUMBER MUST BE ON ALL SHIPPING DOCUMENTS AND CONTAINERS.</p> <p>3 INVOICES: INVOICES SHALL BEAR UPON THEIR FACE THE PURCHASE ORDER NUMBER WHICH APPEARS IN THE UPPER RIGHT-HAND CORNER HEREOF. INVOICES MUST STATE THAT THEY COVER, AS THE CASE MAY BE, COMPLETE OR PARTIAL DELIVERY, AND MUST SHOW UNITS AND UNIT PRICES. INVOICES WILL NOT BE PAID UNLESS AND UNTIL THE REQUIREMENTS HAVE BEEN FULLY MET. WHEN PRICE SHOWN IS A DELIVERED PRICE, ALL TRANSPORTATION AND DELIVERY CHARGES MUST BE PREPAID IN FULL TO DESTINATION.</p>		

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<p>4 PRICE/SALES TAX: UNLESS OTHERWISE DEFINITELY SPECIFIED, PRICES BID SHALL NOT INCLUDE SALES, OR USE TAXES. CONTRACTOR SHALL PROVIDE EITHER THE SERIAL NUMBER OR ITS RETAILER'S PERMIT TO ENGAGE IN BUSINESS AS A SELLER (IF A CA COMPANY) OR ITS RETAILER'S CERTIFICATE OF REGISTRATION - USE TAX (IF NOT CA COMPANY). WITHOUT ONE OF THESE NUMBERS, COUNTY WILL NOT PAY SALES/USE TAX DIRECT TO ANY VENDOR.</p> <p>5 PAYMENT TERMS: PAYMENT TERMS ARE NET 30 DAYS FROM COUNTY'S RECEIPT OF A CORRECT AND PROPER INVOICE, AS PREPARED IN ACCORDANCE WITH THE TERMS OF THE PURCHASE ORDER AND CONTRACT 17404313 IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY LATE CHARGES. INVOICES SHALL ONLY BE ISSUED AFTER COUNTY'S ACCEPTANCE OF THE GOODS AND/OR PRODUCTS. DISCOUNTS SHALL BE AS SET FORTH ON PURCHASE ORDER OR CONTRACT (WHICHEVER IS GREATER).</p> <p>6 WARRANTIES: VENDOR SHALL, AT NO COST TO COUNTY, PROMPTLY CORRECT ANY AND ALL DEFECTS IN THE ITEMS OR SERVICES PROVIDED HEREUNDER. THE TERM OF THIS WARRANTY SHALL BE AS SET FORTH ON THE FACE HEREOF OR IS NOT TERM AS SHOWN, NINETY (90) DAYS FROM DATE OF COUNTY'S ACCEPTANCE OF THE ITEM OR SERVICE. VENDOR WARRANTS THAT THE ITEMS MAY BE SHIPPED, SOLD AND USED IN CUSTOMARY MANNER WITHOUT VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION OF ANY GOVERNMENT OR ADMINISTRATIVE BODY.</p> <p>DISCLAIMER OF OTHER WARRANTIES: THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.</p> <p>7 CANCELLATION: UNLESS OTHERWISE SPECIFIED HEREIN, COUNTY MAY CANCEL ALL OR PART OF A PURCHASE ORDER AT NO COST AND FOR ANY REASON BY GIVING WRITTEN NOTICE TO VENDOR AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO SCHEDULED DELIVERY. A CANCELLATION CHARGE NOT EXCEEDING ONE PERCENT (1%) OF THE VALUE OF THE CANCELLED PORTION OF THE PURCHASE ORDER MAY BE CHARGED COUNTY FOR CANCELLATION WITH LESS THAN THIRTY (30) CALENDAR DAYS PRIOR WRITTEN NOTICE.</p> <p>8 EMPLOYMENT ELIGIBILITY: VENDOR WARRANTS THAT IT FULLY COMPLIES WITH ALL STATUTES AND REGULATIONS REGARDING THE EMPLOYMENT OF ALIENS AND OTHERS.</p> <p>8A--FAIR LABOR STANDARDS: VENDOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT.</p> <p>9 HAZARDOUS MATERIALS: VENDOR WARRANTS THAT IT COMPLIES WITH ALL FEDERAL, STATE AND LOCAL LAWS, RULES, ORDINANCES AND REGULATIONS CONCERNING HAZARDOUS MATERIALS AND TOXIC SUBSTANCES.</p> <p>10 COVENANT AGAINST GRATUITIES: VENDOR WARRANTS THAT NO GRATUITIES (IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE) WERE OFFERED OR GIVEN BY VENDOR, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICE OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A PURCHASE ORDER OR FAVORABLE TREATMENT WITH RESPECT TO ANY DETERMINATION CONCERNING THE PERFORMANCE OF THE PURCHASE ORDER. IN THE EVENT OF BREACH OF THIS WARRANTY, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES INCLUDING, BUT NOT LIMITED TO, TERMINATION, AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF VENDOR'S DEFAULT.</p> <p>11 CONFLICT OF INTEREST: NO COUNTY EMPLOYEE WHOSE POSITION WITH COUNTY ENABLES SUCH EMPLOYEE TO INFLUENCE THE AWARD OF A</p>		



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<p>PURCHASE ORDER OR ANY COMPETING AGREEMENT, AND NO SPOUSE OR ECONOMIC DEPENDENT OF SUCH EMPLOYEE, SHALL BE EMPLOYED IN ANY CAPACITY BY VENDOR, OR HAVE ANY OTHER DIRECT OR INDIRECT FINANCIAL INTEREST IN THE PURCHASE ORDER. NO OFFICER OR EMPLOYEE OF VENDOR, WHO MAY FINANCIALLY BENEFIT FROM THE AWARD OF A PURCHASE ORDER SHALL IN ANY WAY PARTICIPATE IN COUNTY'S APPROVAL, ONGOING EVALUATION, OR IN ANY WAY ATTEMPT TO UNLAWFULLY INFLUENCE COUNTY'S APPROVAL OR ONGOING EVALUATION.</p> <p>11A--VENDOR SHALL COMPLY WITH ALL CONFLICT OF INTEREST LAWS, ORDINANCES AND REGULATIONS NOW IN EFFECT OR HEREAFTER TO BE ENACTED DURING THE TERM OF THE PURCHASE ORDER. VENDOR WARRANTS THAT IT IS NOT AWARE OF ANY FACTS WHICH CREATE A CONFLICT OF INTEREST. IF VENDOR HEREAFTER BECOMES AWARE OF ANY FACTS WHICH MIGHT REASONABLY BE EXPECTED TO CREATE A CONFLICT OF INTEREST, IT SHALL IMMEDIATELY MAKE FULL WRITTEN DISCLOSURE OF SUCH FACTS TO COUNTY. FULL WRITTEN DISCLOSURE SHALL INCLUDE, BUT IS NOT LIMITED TO, IDENTIFICATION OF ALL PERSONS IMPLICATED AND A COMPLETE DESCRIPTION OF ALL RELEVANT CIRCUMSTANCES.</p> <p>12 GOVERNING LAW AND VENUE: THIS PURCHASE ORDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. VENDOR AGREES AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA FOR ALL PURPOSES REGARDING THIS PURCHASE ORDER, AND FURTHER AGREES AND CONSENTS THAT VENUE OF ANY ACTION HEREUNDER SHALL BE EXCLUSIVELY IN THE COUNTY OF LOS ANGELES, CALIFORNIA.</p> <p>13 INDEMNIFICATION: VENDOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE, INCLUDING DEFENSE COSTS AND LEGAL FEES, AND CLAIMS FOR DAMAGES OF ANY NATURE WHATSOEVER ARISING FROM OR CONNECTED WITH ALLEGED OR ACTUAL NEGLIGENCE DUE TO OR ASSOCIATED WITH VENDOR'S NEGLIGENT OPERATIONS, GOODS, AND/OR COMMODITIES OR SERVICES PROVIDED HEREUNDER.</p> <p>IF AN INFRINGEMENT CLAIM OCCURS VENDOR MAY AT ITS OPTION AND EXPENSE PROCURE FOR COUNTY THE RIGHT TO CONTINUE USING THE EQUIPMENT, REPLACE OR MODIFY IT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE, OR GRANT COUNTY A CREDIT FOR SUCH EQUIPMENT OR VENDOR SOFTWARE AS DEPRECIATED AND ACCEPT ITS RETURN. THE DEPRECIATION AMOUNT WILL BE CALCULATED BASED UPON GENERALLY ACCEPTED ACCOUNTING STANDARDS FOR SUCH EQUIPMENT AND SOFTWARE.</p> <p>VENDOR WILL HAVE NO DUTY TO DEFEND OR INDEMNIFY FOR ANY INFRINGEMENT CLAIM THAT IS BASED UPON (I) THE COMBINATION OF THE EQUIPMENT OR VENDOR SOFTWARE WITH ANY THIRD PARTY SOFTWARE, APPARATUS OR DEVICE NOT FURNISHED BY VENDOR; (II) THE USE OF ANCILLARY EQUIPMENT OR SOFTWARE NOT FURNISHED BY MOTOROLA AND THAT IS ATTACHED TO OR USED IN CONNECTION WITH THE EQUIPMENT OR VENDOR SOFTWARE; (III) ANY EQUIPMENT THAT IS NOT VENDOR'S DESIGN OR FORMULA; (IV) A MODIFICATION OF THE VENDOR SOFTWARE BY A PARTY OTHER THAN VENDOR; OR (V) THE FAILURE BY COUNTY TO INSTALL AN ENHANCEMENT RELEASE TO THE VENDOR SOFTWARE THAT IS INTENDED TO CORRECT THE CLAIMED INFRINGEMENT. THE FOREGOING STATES THE ENTIRE LIABILITY OF VENDOR WITH RESPECT TO INFRINGEMENT OF PATENTS AND COPYRIGHTS BY THE EQUIPMENT AND VENDOR SOFTWARE OR ANY PARTS THEREOF.</p> <p>THIS INDEMNITY SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS FOR OR BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT OR ANY ACTUAL OR ALLEGED TRADE SECRET DISCLOSURE.</p> <p>14 LIABILITY INSURANCE:</p>		

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<p>THE COUNTY OF LOS ANGELES, ITS AGENTS OR EMPLOYEES, WILL NOT BE RESPONSIBLE FOR LOSS BY FIRE, FLOOD OR ACTS OF GOD. AFTER SUCH LOSS OF EQUIPMENT OR PARTS THEREOF HAS BEEN REPORTED TO YOU, REPLACEMENT IS TO BE MADE BY SUPPLIER WITHIN TIME QUOTED FOR ORIGINAL DELIVERY. HOWEVER, IF POSITIVE PROOF CAN BE FURNISHED SHOWING THAT A COUNTY EMPLOYEE IS RESPONSIBLE FOR ANY ACT OF NEGLIGENCE THAT AFFECTS THE OPERATION OR CONDITION OF THE EQUIPMENT, REPAIR OR REPLACEMENT WILL BE FOR THE ACCOUNT OF THE COUNTY.</p> <p>THIS LIMITATION OF LIABILITY PROVISION SHALL APPLY NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED ONE MILLION DOLLARS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.</p> <p>ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. NO ACTION FOR BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MUST BE BROUGHT WITHIN THE STATUTORY PERIOD PROVIDED UNDER CALIFORNIA LAW.</p> <p>15 INSURANCE COVERAGE REQUIREMENTS;  GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING:  GENERAL AGGREGATE: \$5 MILLION  PERSONAL AND ADVERTISING INJURY: \$1 MILLION  EACH OCCURENCE: \$5 MILLION</p> <p>16 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE.</p> <p>IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:</p> <p>EACH ACCIDENT: \$1 MILLION  DISEASE - POLICY LIMIT: \$1 MILLION  DISEASE - EACH EMPLOYEE: \$1 MILLION</p> <p>17 INDEMNIFICATION AND INSURANCE REQUIREMENTS  FOR LOS ANGELES COUNTY SERVICE AGREEMENTS</p> <p>INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, ACTIONS, FEES, COSTS, AND EXPENSES (INCLUDING ATTORNEY AND EXPERT WITNESS FEES), ARISING FROM OR CONNECTED WITH CONTRACTOR'S ACTS AND/OR OMISSIONS ARISING FROM AND/OR RELATING TO THIS AGREEMENT.</p>		

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<p>GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF THIS AGREEMENT, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN THIS AGREEMENT. SUCH INSURANCE SHALL BE PRIMARY TO ANY OTHER INSURANCE OR SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED BY CONTRACTOR'S OWN EXPENSE.</p> <p>CONTRACTOR SHALL PROVIDE TO COUNTY A SPECIFIC ADDITIONAL INSURED ENDORSEMENT FOR COMPLETED OPERATIONS.</p> <p>EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT DESIGNEE PRIOR TO COMMENCING SERVICES UNDER THIS AGREEMENT.</p> <p>THE COUNTY ACCEPTS THE STANDARD ACORD FORM CERTIFICATE OF INSURANCE AS SATISFACTORY EVIDENCE OF INSURANCE.</p> <p>THE COUNTY ACCEPTS A BLANKET ADDITIONAL INSURED ENDORSEMENT.</p> <p>CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SHALL BE DELIVERED TO: ATTN: PRISCILLA DIAZ MA-IS-1740313 COUNTY OF LOS ANGELES - ISD 1100 NORTH EASTERN AVENUE RM # G115 LOS ANGELES, CA 90063</p> <p>SUCH CERTIFICATES OR OTHER EVIDENCE SHALL:</p> <ol style="list-style-type: none"> <li>(1) SPECIFICALLY IDENTIFY THIS AGREEMENT.</li> <li>(2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN THIS AGREEMENT.</li> <li>(3) CONTRACTOR AGREES THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE.</li> <li>(4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, INCLUDING THE COUNTY OF LOS ANGELES ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS ADDITIONAL INSURED FOR ACTIVITIES ARISING FROM THIS AGREEMENT PER THE PROVISIONS OF THE BLANKET ADDITIONAL INSURED ENDORSEMENT.</li> <li>(5) CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS. CONTRACTOR REPRESENTS THAT ITS FINANCIAL STRENGTH IS SUFFICIENT TO COVER ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS. CONTRACTOR AGREES TO CONTINUE CARRYING AT ALL TIMES DURING THE TERM OF THIS AGREEMENT INSURANCE OF THE KINDS AND IN THE AMOUNTS LISTED IN THIS AGREEMENT.</li> </ol> <p>18 INSURER FINANCIAL RATINGS: INSURANCE IS TO BE PROVIDED BY AN INSURANCE COMPANY ACCEPTABLE WITH AN A.M. BEST RATING OF NOT LESS THAN A:VII, UNLESS OTHERWISE APPROVED BY COUNTY.</p> <p>FAILURE TO MAINTAIN COVERAGE: FAILURE BY CONTRACTOR TO MAINTAIN THE REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THIS</p>		

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<p>AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH.</p> <p>NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT TO COUNTY:</p> <p>(1) ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER THIS AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST CONTRACTOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING WITHIN 24 HOURS OF OCCURRENCE.</p> <p>(2) ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR ARISING FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER THIS AGREEMENT.</p> <p>(3) ANY INJURY TO A CONTRACTOR EMPLOYEE WHICH OCCURS ON COUNTY PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE INJURY REPORT" TO THE COUNTY CONTRACT MANAGER.</p> <p>(4) ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY KIND WHATSOEVER OF COUNTY PROPERTY, MONIES OR SECURITIES ENTRUSTED TO CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT.</p> <p>COMPENSATION FOR COUNTY COSTS: IN THE EVENT THAT CONTRACTOR FAILS TO COMPLY WITH ANY OF THE INDEMNIFICATION OR INSURANCE REQUIREMENTS OF THIS AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY COSTS TO COUNTY, CONTRACTOR SHALL PAY FULL COMPENSATION FOR ALL COSTS INCURRED BY COUNTY.</p> <p>INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS: CONTRACTOR SHALL ENSURE ANY AND ALL SUB-CONTRACTORS PERFORMING SERVICES UNDER THIS AGREEMENT MEET THE INSURANCE REQUIREMENTS OF THIS AGREEMENT BY EITHER:</p> <p>(1) CONTRACTOR PROVIDING EVIDENCE OF INSURANCE COVERING THE ACTIVITIES OF SUB-CONTRACTORS, OR</p> <p>(2) CONTRACTOR PROVIDING EVIDENCE SUBMITTED BY SUB-CONTRACTORS EVIDENCING THAT SUB-CONTRACTORS MAINTAIN THE REQUIRED INSURANCE COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE OF SUB-CONTRACTOR INSURANCE COVERAGE AT ANY TIME.</p> <p>19 DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES.</p> <p>20 INVALIDITY, REMEDIES NOT EXCLUSIVE: THE INVALIDITY IN WHOLE OR IN PART OF ANY TERM OR CONDITION OF THIS PURCHASE ORDER SHALL NOT AFFECT THE VALIDITY OF THE REMAINDER OF THIS PURCHASE ORDER AND THE APPLICATION OF SUCH PROVISIONS TO THE OTHER PERSONS OR CIRCUMSTANCES SHALL NOT BE AFFECTED THEREBY. THE RIGHTS AND REMEDIES PROVIDED HEREIN SHALL NOT BE EXCLUSIVE AND ARE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES IN LAW OR EQUITY.</p> <p>20A—NON-DISCRIMINATION: BY ACCEPTANCE OF ANY PURCHASE ORDER UNDER CONTRACT 1740313, CONTRACTOR CERTIFIES AND AGREES THAT ALL PERSONS EMPLOYED BY IT, ITS AFFILIATES, SUBSIDIARIES, OR HOLDING COMPANIES ARE</p>		

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<p>AND WILL BE TREATED EQUALLY BY IT WITHOUT REGARD TO OR BECAUSE OF RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY OR SEX AND IN COMPLIANCE WITH ALL ANTI-DISCRIMINATION LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF CALIFORNIA. CONTRACTOR CERTIFIES AND AGREES THAT IT WILL DEAL WITH ITS SUBCONTRACTORS, BIDDERS OR VENDORS WITHOUT REGARD TO OR BECAUSE OF RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY OR SEX. VENDOR SHALL ALLOW THE COUNTY ACCESS TO ITS EMPLOYMENT RECORDS DURING THE REGULAR BUSINESS HOURS TO VERIFY COMPLIANCE WITH THESE PROVISIONS WHEN SO REQUESTED BY THE COUNTY. IF THE COUNTY FINDS THAT ANY OF THE ABOVE PROVISIONS HAVE BEEN VIOLATED, THE SAME SHALL CONSTITUTE A MATERIAL BREACH OF CONTRACT 40760 (AND ITS PURCHASE ORDER(S) UPON WHICH, THE COUNTY MAY DETERMINE TO CANCEL, TERMINATE, OR SUSPEND THE PURCHASE ORDER AND/OR CONTRACT. THE PARTIES AGREE THAT IN THE EVENT THE VENDOR VIOLATES THE ANTI-DISCRIMINATION PROVISIONS OF THE PURCHASE ORDER, THE COUNTY SHALL, AT ITS OPTION AND IN LIEU OF TERMINATION OR SUSPENDING THIS PURCHASE ORDER AND /OR CONTRACT, BE ENTITLED TO LIQUIDATED DAMAGES, PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, OF THE GREATER TEN PERCENT (10%) OF THE PURCHASE ORDER AMOUNT OR ONE THOUSAND DOLLARS.</p> <p>21 COMPLIANCE WITH LAWS: VENDOR SHALL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS, AND VENDOR AGREES TO HOLD COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, COSTS, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES, AND DAMAGES RESULTING FROM FAILURE OF COMPLIANCE.</p> <p>22 FORCE MAJURE: NEITHER PARTY WILL BE LIABLE FOR DELAYS IN PERFORMANCE BEYOND ITS REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, FIRE, FLOOD, ACT OF GOD OR RESTRICTION OF CIVIL OR MILITARY AUTHORITY.</p> <p>23 ASSIGNMENT AND DELEGATION: VENDOR SHALL NOT ASSIGN ITS RIGHTS OR DELEGATE ITS DUTIES UNDER THE PURCHASE ORDER WITHOUT COUNTY'S PRIOR WRITTEN AUTHORIZATION AND ANY ASSIGNMENT OR DELEGATION WITHOUT SUCH AUTHORIZATION SHALL BE NULL AND VOID AND SHALL CONSTITUTE A MATERIAL BREACH OF THIS PURCHASE ORDER UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE THE PURCHASE ORDER IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH ON DEFAULT.</p> <p>COUNTY'S CONSENT TO AN ASSIGNMENT SHALL NOT BE UNREASONABLY WITHHELD.</p> <p>24 TIME IS OF THE ESSENCE: IF ANY ANTICIPATED OF ACTUAL DELAYS ARISE, VENDOR SHALL IMMEDIATELY SO NOTIFY COUNTY, REGARDLESS OF NOTICE IF DELIVERIES ARE NOT MADE AT THE TIME AGREED UPON. COUNTY MAY, AT ITS SOLE DISCRETION, TERMINATE THIS PURCHASE ORDER AND PROCEED PURSUANT TO PARAGRAPH ON DEFAULT.</p> <p>25 NONEXCLUSIVITY: NOTHING HEREIN IS INTENDED NOR SHALL IT BE CONSTRUED AS CREATING ANY EXCLUSIVE ARRANGEMENT WITH VENDOR.</p> <p>26 STANDARD TERMS AND CONDCTIONS, PAGE 12 -PRICE GUARANTEE: DELETED</p> <p>27 WAIVER: THE FAILURE OF EITHER PARTY TO INSIST, IN ANY ONE OR MORE INSTANCES, UPON THE PERFORMANCE OF ANY TERMS, CONDITIONS OR COVENANT OF THIS PURCHASE ORDER OR TO EXERCISE ANY RIGHT HEREUNDER SHALL NOT BE CONSTRUED AS A WAIVER OF THE FUTURE PERFORMANCE OF ANY SUCH TERM, CONDITION OR COVENANT, BUT THE OBLIGATION WITH RESPECT TO FUTURE PERFORMANCE SHALL CONTINUE IN FULL FORCE AND EFFECT. NO WAIVER SHALL BE ENFORCEABLE UNLESS SET FORTH IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTY GRANTING THE WAIVER.</p> <p>28 ACCEPTANCE: UNLESS EXPLICITLY STATED BY COUNTY AS OTHERWISE, COUNTY, MAY CONDUCT, AT ITS LOCATION OR ANY OTHER COUNTY DESIGNATED</p>		

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<p>LOCATION AND AT ITS EXPENSE, AN INCOMING ACCEPTANCE TEST ON ALL ITEMS PURCHASED HEREUNDER. THE ACCEPTANCE TEST PERIOD SHALL NOT EXCEED THIRTY (30) DAYS FROM RECEIPT OF SUCH ITEM(S) BY COUNTY. COUNTY MAY, AT ITS SOLE DISCRETION, REJECT ALL OR ANY PART OF ITEMS OR SERVICES NOT CONFORMING TO THE REQUIREMENTS/SPECIFICATIONS STATED IN A PURCHASE ORDER.</p> <p>29 SPARE PARTS: VENDOR SHALL MAKE SPARE PARTS AVAILABLE TO COUNTY FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF DELIVERY OF THE ITEMS TO COUNTY. IF VENDOR IS UNABLE TO SO PROVIDE SPARE PARTS, IT SHALL PROVIDE COUNTY WITH THE NAME(S) OF VENDOR'S SUPPLIERS SO THAT COUNTY MAY ATTEMPT TO PROCURE SUCH UNAVAILABILITY, VENDOR SHALL PROVIDE, AT NO COST, REASONABLE ASSISTANCE TO COUNTY IN OBTAINING SPARE PARTS.</p> <p>30 ENTIRE AGREEMENT MODIFICATIONS: THIS PURCHASE ORDER CONTRACT AND ANY ATTACHMENTS HERETO, CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WHICH SUPERSEDES ALL PREVIOUS AGREEMENTS, WRITTEN OR ORAL, AND ALL COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS PURCHASE ORDER SHALL NOT BE MODIFIED, SUPPLEMENTED, QUALIFIED OR INTERPRETED BY ANY PRIOR COURSE OF DEALING BETWEEN THE PARTIES OR BY ANY USAGE OF TRADE. ALL MODIFICATIONS TO THIS PURCHASE ORDER SHALL BE SET FORTH IN WRITING AND SIGNED BY THE VENDOR AND PURCHASING AGENT OR HIS/HER DESIGNEE.</p> <p>30A--COUNTY STOCK: STOCK FURNISHED BY COUNTY TO BE USED IN A PURCHASE ORDER SHALL BE RETURNED TO COUNTY FREE FROM DAMAGE FROM ANY CAUSE AND IN ACCORDANCE WITH ALL OTHER TERMS AND CONDITIONS OF CONTRACT, PURCHASE ORDER AND HEREIN.</p> <p>31 INDEPENDENT CONTRACTOR STATUS: VENDOR SHALL AT ALL TIMES BE ACTING IN THE CAPACITY OF INDEPENDENT CONTRACTOR. THIS PURCHASE ORDER IS NOT INTENDED, AND SHALL NOT BE OR CONSTRUED, TO CREATE THE RELATIONSHIP OF AGENT, SERVANT, EMPLOYEE PARTNERSHIP, JOINT VENTURE OR ASSOCIATION, AS BETWEEN COUNTY AND VENDOR. THE EMPLOYEES AND AGENTS OF ONE PARTY SHALL NOT BE OR CONSTRUED TO BE, THE EMPLOYEES OR AGENTS OF THE OTHER PARTY FOR ANY REASON WHATSOEVER.</p> <p>32 TAX EXEMPT STATUS: TAX EXEMPT ITEMS SHALL BE AS LISTED ON THE FACE HEREOF.</p> <p>32A---TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE: VENDOR'S STABILITY WAS AND/IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE.</p> <p>33 COUNTY LOBBYISTS: VENDOR AND EACH COUNTY LOBBYIST OR COUNTY LOBBYING FIRM AS DEFINED IN LOS ANGELES COUNTY CODE SECTION 2.160.010, RETAINED BY VENDOR, SHALL FULLY COMPLY WITH THE COUNTY LOBBYIST ORDINANCE, LOS ANGELES COUNTY CODE CHAPTER 2.160. FAILURE ON THE PART OF VENDOR ANY COUNTY LOBBYIST OR COUNTY LOBBYING FIRM RETAINED BY VENDOR TO DULLY COMPLY WITH THE COUNTY LOBBYIST ORDINANCE SHALL CONSTITUTE A MATERIAL BREACH OF THE PURCHASE ORDER AND/OR AGREEMENT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THE PURCHASE ORDER AND/OR AGREEMENT.</p> <p>33A---CONSIDERATION OF HIRING GAIN PROGRAM PARTICIPANTS: SHOULD THE VENDOR REQUIRE ADDITIONAL OR REPLACEMENT PERSONNEL AFTER THE EFFECTIVE DATE OF THIS AGREEMENT EXTENSION. CONTRACTOR SHALL GIVE CONSIDERATION FOR SUCH EMPLOYMENT OPENINGS TO PARTICIPANTS IN COUNTY'S DEPARTMENT OF THE PUBLIC SOCIAL SERVICES GREATER AVENUE FOR INDEPENDENCE (GAIN) PROGRAM WHO MEET CONTRACTOR'S MINIMUM QUALIFICATIONS FOR THE OPEN</p>		

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<p>POSITION. FOR THIS PURPOSE, CONSIDERATION SHALL MEAN THAT CONTRACTOR WILL INTERVIEW QUALIFIED CANDIDATES. COUNTY WILL REFER GAIN PARTICIPANTS BY JOB CATEGORY TO VENDOR.</p> <p>34 TERMINATION FOR IMPROPER CONSIDERATION: COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, IMMEDIATELY TERMINATE, THE RIGHT OF VENDOR TO PROCEED WITH A PURCHASE ORDER IF IT IS FOUND THAT CONSIDERATION IN ANY FORM WAS OFFERED OR GIVEN BY VENDOR, (EITHER DIRECTLY OR THROUGH AN INTERMEDIARY) TO ANY COUNTY OFFICER, EMPLOYEE, OR AGENT WITH THE INTENT OF SECURING A PURCHASE ORDER OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD, AMENDMENT, OR EXTENSIONS OF THE AGREEMENT OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE VENDOR'S PERFORMANCE PURSUANT TO THE CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF DEFAULT BY VENDOR.</p> <p>CONTRACTOR SHALL IMMEDIATELY REPORT ANY ATTEMPT BY A COUNTY OFFICER OR EMPLOYEE TO SOLICIT SUCH IMPROPER CONSIDERATION. THE REPORT SHALL BE MADE EITHER TO THE COUNTY MANAGER CHARGED WITH THE SUPERVISION OF THE EMPLOYEE OR TO THE COUNTY AUDITOR-CONTROLLER'S EMPLOYEE FRAUD HOTLINE AT 213.974.0914 OR 800.544.6861. IMPROPER CONSIDERATION MAY TAKE THE FORM OF, AMONG OTHER ITEMS, CASH, DISCOUNTS, SERVICES, THE PROVISION OF TRAVEL OR GRATUITIES (ENTERTAINMENT, TANGIBLE GIFTS), OR THE PROMISE OF ANY OF THESE.</p> <p>35 PARTICIPATING PUBLIC AGENCIES</p> <p>COUNTY AND VENDOR AGREE THAT OTHER GOVERNMENTAL ENTITIES WITHIN CALIFORNIA, INCLUDING BUT NOT LIMITED TO: COUNTIES, CITIES, SPECIAL DISTRICTS, POLITICAL SUBDIVISIONS, SCHOOL DISTRICTS, HIGHER EDUCATION, AND OTHER MUNICIPALITIES (PARTICIPATING PUBLIC AGENCIES) MAY PURCHASE PRODUCTS OR SERVICES DEFINED HEREIN ON THE SAME TERMS, CONDITIONS AND PRICING AS THE COUNTY, SUBJECT TO ANY APPLICABLE LOCAL PURCHASING ORDINANCES AND THE LAWS OF THE STATE OF PURCHASE.</p> <p>THE COUNTY SHALL NOT BE CONSTRUED AS A DEALER, RE-MARKETER, REPRESENTATIVE, PARTNER OR AGENT OF ANY TYPE OF THE SUPPLIER.</p> <p>PARTICIPATING PUBLIC AGENCIES SHALL BE RESPONSIBLE FOR THE ORDERING OF PRODUCTS UNDER THIS AGREEMENT. PAYMENT FOR PRODUCTS OR SERVICES AND INSPECTIONS AND ACCEPTANCE OF PRODUCTS OR SERVICES ORDERED BY A PARTICIPATING PUBLIC AGENCY SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PROCURING PARTY.</p> <p>THE COUNTY SHALL NOT BE OBLIGATED, LIABLE OR RESPONSIBLE FOR ANY ORDER MADE BY ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF FOR ANY PAYMENT REQUIRED TO BE MADE WITH RESPECT TO SUCH ORDER; AND THAT ANY DISPUTES BETWEEN A PARTICIPATING PUBLIC AGENCY AND THE SUPPLIER ARE NOT THE RESPONSIBILITY OF THE COUNTY. THE EXERCISE OF ANY RIGHTS OR REMEDIES BY THE PARTICIPATING PUBLIC AGENCY OR SUPPLIER SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PARTY.</p> <p>THE COUNTY MAKES NO REPRESENTATION OR GUARANTY WITH RESPECT TO ANY MINIMUM PURCHASES BY THE COUNTY OR ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF UNDER THIS AGREEMENT.</p> <p>EACH PARTICIPATING PUBLIC AGENCY'S PURCHASE ORDER MUST REFER TO THIS LOS ANGELES COUNTY MASTER PURCHASE AGREEMENT (MPA) NUMBER MA-IS-1740313 AND MUST SPECIFY THE PRICING AND DELIVERY TERMS. NOTWITHSTANDING ANY ADDITIONAL OR CONTRARY TERMS IN THE PURCHASE ORDER, THE APPLICABLE PROVISIONS OF THIS MPA (EXCEPT FOR PRICING, DELIVERY, PASSAGE OF TITLE AND RISK OF LOSS TO EQUIPMENT, WARRANTY COMMENCEMENT, AND PAYMENT TERMS) WILL GOVERN THE PURCHASE AND SALE OF THE EQUIPMENT OR SOFTWARE ORDERED BY THE PARTICIPATING PUBLIC AGENCY. TITLE AND RISK OF LOSS TO EQUIPMENT</p>		

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<p>WILL PASS AT SHIPMENT, WARRANTY WILL COMMENCE UPON DELIVERY, AND PAYMENT IS DUE WITHIN THIRTY (30) DAYS AFTER THE INVOICE DATE.</p> <p>36 FREIGHT/SHIPPING CHARGES:</p> <ol style="list-style-type: none"> <li>1) ORDERS PLACED THROUGH THE MOTOROLA PARTS &amp; ACCESSORIES DEPARTMENT WILL SHIP FOB DESTINATION, UPS GROUND AT NO CHARGE.</li> <li>2) ORDERS PLACED FOR RADIO AND FACTORY/MANUFACTURED ITEMS SHALL BE CHARGED AT 1.25% OF THE EQUIPMENT TOTAL AND ADDED TO THE PRICE QUOTE.</li> <li>3) EXPEDITED SHIPMENTS VIA AIR (FEDEX ETC.) WHEN REQUESTED BY COUNTY SHALL BE AT COUNTY EXPENSE.</li> </ol> <p>37 PRICING AS PER ATTACHED:</p> <ol style="list-style-type: none"> <li>1. EXHIBIT A _ 2017-2020 DATED JULY 1, 2017</li> </ol> <p>38 WARRANTY OF COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM</p> <p>CONTRACTOR ACKNOWLEDGES THAT COUNTY HAS ESTABLISHED A GOAL OF ENSURING THAT ALL INDIVIDUALS AND BUSINESSES THAT BENEFIT FINANCIALLY FROM COUNTY THROUGH CONTRACT ARE CURRENT IN PAYING THEIR PROPERTY TAX OBLIGATIONS (SECURED AND UNSECURED ROLL) IN ORDER TO MITIGATE THE ECONOMIC BURDEN OTHERWISE IMPOSED UPON COUNTY AND ITS TAXPAYERS.</p> <p>UNLESS CONTRACTOR QUALIFIES FOR AN EXEMPTION OR EXCLUSION, CONTRACTOR WARRANTS AND CERTIFIES THAT TO THE BEST OF ITS KNOWLEDGE IT IS NOW IN COMPLIANCE, AND DURING THE TERM OF THIS CONTRACT WILL MAINTAIN COMPLIANCE, WITH LOS ANGELES COUNTY CODE CHAPTER 2.206.</p> <p>39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM</p> <p>FAILURE OF CONTRACTOR TO MAINTAIN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN PARAGRAPH 38 "WARRANTY OF COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM" SHALL CONSTITUTE DEFAULT UNDER THIS CONTRACT. WITHOUT LIMITING THE RIGHTS AND REMEDIES AVAILABLE TO COUNTY UNDER ANY OTHER PROVISION OF THIS CONTRACT, FAILURE OF CONTRACTOR TO CURE SUCH DEFAULT WITHIN 10 DAYS OF NOTICE SHALL BE GROUNDS UPON WHICH COUNTY MAY TERMINATE THIS CONTRACT AND/OR PURSUE DEBARMENT OF CONTRACTOR, PURSUANT TO COUNTY CODE CHAPTER 2.206.</p>		



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<p>The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.</p> <p>PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.</p> <p>ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.</p> <p>Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.</p> <p>County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.</p> <p style="text-align: center;"><b>CONTRACTOR RESPONSIBILITY AND DEBARMENT</b></p> <ol style="list-style-type: none"> <li>1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.</li> <li>2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.</li> <li>3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.</li> <li>4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.</li> <li>5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.</li> </ol>		

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<p>6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.</p> <p style="text-align: center;">PROHIBITION AGAINST USE OF CHILD LABOR</p> <p>1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.</p> <p>2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and</p> <p>VENDOR shall:</p> <p>7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.</p> <p>3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.</p> <p>Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.</p> <p>Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.</p> <p>A. Jury Service Program.</p> <p>This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.</p> <p>Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.</p> <p>B. Written Employee Jury Service policy.</p> <p>1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.</p> <p>2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.</p>		

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<p>3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.</p> <p>4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.</p>		
<p style="text-align: center;"><b>PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS</b></p> <p>Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.</p>		
<p style="text-align: center;"><b>ASSIGNMENT BY CONTRACTOR</b></p> <p>A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.</p> <p>B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.</p> <p>C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.</p>		

**EXHIBIT A**  
**MA-IS-1740313 CONTRACT AGREEMENT PRICING**  
**2017-2020**  
**MOTOROLA COMMUNICATIONS EQUIPMENT & SERVICES**

**Motorola products & services discount percentages is listed below**

**Pricing for products & services listed below is located in Motorola Product Catalog (ECAT)**

**Pricing shall be in accordance with Motorola Product Catalog (ECAT) and any subsequent revisions and updates**

**New Products released between contract renewals will be offered to the County with prevailing discounts. Motorola will revise Exhibit A to included the new products**

<b>MOTOROLA PRODUCTS</b>	<b>2017- 2020 DISCOUNT</b>
<b>APX Personnel Accountability</b>	
<b>APX Personnel Accountability Information</b>	
<b>ASTRO 25 Infrastructure and Systems</b>	
<b>Master Site</b>	14.00%
Master Site ASTRO 7.5 Upgrade Add-On	14.00%
Master Site ASTRO 7.6 Upgrade Add-On	14.00%
Master Site ASTRO 7.7 Upgrade Add-On	14.00%
Master Site ASTRO 7.8 Upgrade Add-On	14.00%
Master Site ASTRO 7.9 Upgrade Add-On	14.00%
Master Site ASTRO 7.11	14.00%
Master Site ASTRO 7.11 Upgrade Add-On	14.00%
Master Site ASTRO 7.13	14.00%
Master Site ASTRO 7.13 Upgrade Add-On	14.00%
Master Site ASTRO 7.14 New	14.00%
Master Site ASTRO 7.14 Upg/Add	14.00%
Master Site ASTRO 7.15 New Add-On	14.00%
Master Site ASTRO 7.15 Upgrade	14.00%
ASTRO 25 Conventional K1/K2	14.00%
ASTRO 25 Conventional K1/K2 7.13 Core	14.00%
ASTRO 25 Conventional K1/K2 7.13 Upgrade Add-On	14.00%

ASTRO 25 Conventional K1/K2 A7.14 Core	14.00%
ASTRO 25 Conventional K1/K2 A7.14 Upgrade Add-On	14.00%
ASTRO 25 Conventional 7.15 K-Core	14.00%
ASTRO 25 Conventional A7.15 K- Core Upgrade Add-On	14.00%
ASTRO 25 Trunking L1/L2 Core	14.00%
ASTRO 25 Trunking L1/L2 7.13 Core	14.00%
ASTRO 25 Trunking L1/L2 7.13 Upgrade Add-On	14.00%
ASTRO 25 Trunking L1/L2 7.14 Core	14.00%
ASTRO 25 Trunking L1/L2 7.14 Upgrade Add-On	14.00%
ASTRO 25 Trunking 7.15 L-Core	14.00%
ASTRO 25 Trunking 7.15 L-Core Upgrade Add-On	14.00%
Packet Data Gateway	14.00%
Packet Data Gateway (Rackmount-server based)	14.00%
Packet Data Gateway (HPD)	14.00%
High Performance Data Packet Data Gateway	14.00%
Enhanced Telephone Interconnect	14.00%
Network Fault Management	14.00%
GenWatch3 ATIA Based Solutions	14.00%
<b>Remote Site</b>	
<b>Site Controllers</b>	
MTC 9600	14.00%
PSC 9600	14.00%
GCP 8000	18.00%
GCP 8000 Software Upgrades	20.00%
<b>Comparators</b>	
GCM 8000	15.00%
DIGITAC	15.00%
<b>Base Stations / Repeaters</b>	
GTR 8000 Expandable Site Subsystem	20.00%
GTR 8000 Base Radio	20.00%
GTR 8000 Site Subsystem	20.00%
GTR 8000 Expandable Site Subsystem Chan Addition	20.00%
GTR 8000 Software Upgrades	20.00%
G-SERIES Hardware Upgrades	20.00%
QUANTAR	25.00%
QUANTAR High Power Boost Amplifier	25.00%
QUANTAR 6809 Trunking	25.00%
QUANTAR Intellirepeater Trunking	25.00%
QUANTAR Conventional Operations	25.00%
QUANTAR Cabinet and Rack Options	25.00%

QUANTAR General Options	25.00%
QUANTAR Kits and Accessories	25.00%
<b>Receivers</b>	
GPW 8000	25.00%
ASTRO-TAC Receiver	25.00%
<b>SmartX</b>	
<b>Networking and Transport</b>	
Network Security ASTRO 7x Systems	15.00%
Switching and Routing Center	15.00%
Network Products LAN Switches / HUBS Models	15.00%
Network Products Routers / Gateways	15.00%
Network Products Terminal Servers	15.00%
<b>Secure Solutions</b>	
ASTRO Digital Interface Unit (DIU)	14.00%
ASTRO DIU FLASHport Upgrade	14.00%
ASTRO DIU CM FLASHport UCM Upgrade	14.00%
ASTRO DIU Encryption Refurbished	14.00%
ASTRO DIU 3000 Refurbished	14.00%
<b>Key Management Facility (KMF)</b>	
KMF (Integrated Trunking & Conventional)	14.00%
KMF Crypto Card FLASHport Upgrades	14.00%
KMF Small Fleet	14.00%
ASTRO 25 PDEG Encryption Unit	14.00%
CAI Data Encryption Module (CDEM)	14.00%
CRYTPR 2 Broadband IP Encryption Unit	14.00%
AME2000	14.00%
MGEg Crypto Card	14.00%
MVPN for APX	14.00%
<b>Interoperability Solutions</b>	
ISSI.1 Network Gateway	5.00%
MOTOBIDGE IP Interoperable Solution	15.00%
<b>Data Applications</b>	
<b>Location Solutions</b>	
ASTRO 25 Outdoor Location Solution Overview	5.00%
ASTRO 25 GPS Units	5.00%
ASTRO 25 Location APIs	5.00%
Tx Messenger	15.00%
<b>Data Devices</b>	
HPD 1000 Modem	5.00%
HPD 1000 Modem Upgrade	5.00%

<b>Site Equipment</b>	
RF Distribution Best Practices	0.00%
Battery Reverting Charger	10.00%
DC Power Systems	10.00%
Surge Protection Devices (SPDs)	10.00%
UPS	10.00%
Zetron Model 30 Worldpatch	10.00%
<b>Antennas</b>	
Low Band PIM VHF	10.00%
Low Band PIM UHF	10.00%
800 MHz Low PIM	10.00%
Low Band	10.00%
VHF	10.00%
UHF	10.00%
700 MHz	10.00%
800 MHz	10.00%
900 MHz	10.00%
<b>Circulators and Isolators</b>	
UHF	10.00%
Duplexers	
VHF	10.00%
UHF	10.00%
800 MHz	10.00%
900 MHz	10.00%
<b>Filters</b>	
800 MHz	10.00%
<b>Receiver Multicouplers</b>	
VHF	10.00%
UHF	10.00%
800 MHz	10.00%
<b>Transmitters and Combiners</b>	
VHF	10.00%
UHF	10.00%
700 MHz	10.00%
800 MHz	10.00%
<b>Transmission Lines</b>	
<b>Super Flex/Low Density Foam</b>	
1/2" Super Flex	10.00%
1/4" Super Flex	10.00%
3/8" LDF Foam Kits	10.00%

1/2" LDF Foam Kits	10.00%
5/8" LDF Foam Kits	10.00%
7/8" AVA	10.00%
1-1/4 AVA	10.00%
1-5/8" Copper AVA Cable	10.00%
<b>Aluminum Coaxial Cable</b>	
7/8" FXL Aluminum Cable	10.00%
1-5/8" FXL Aluminum Cable	10.00%
7/8" Aluminum	10.00%
1-5/8" Aluminum	10.00%
<b>VXL Flexible Cables</b>	
7/8" Extra Flexible Coaxial Cable	10.00%
1-5/8" Extra Flexible Coaxial Cable	10.00%
1-1/4" Extra Flexible Coaxial Cable	10.00%
<b>AirCell Cables</b>	
1/2" Transline Cable	10.00%
7/8" Transline Cable	10.00%
1-1/4" Transline Cable	10.00%
1-5/8" Transline Cable	10.00%
1/2" Radiating Cable	10.00%
7/8" Radiating Cable	10.00%
1-1/4" Radiating Cable	10.00%
1-5/8" Radiating Cable	10.00%
Conventional Simulcast Controller	20.00%
Rapid Deployment Infrastructure	15.00%
<b>Advanced Messaging Solution</b>	
A1, A2, A3 Configurations	5.00%
Battery Monitoring	10.00%
<b>Comparators</b>	
GCM 8000 Comparator	20.00%
ASTRO-TAC 3000 Comparator	20.00%
ASTRO-TAC 9600 Comparator	25.00%
DIGITAC Comparator	15.00%
MLC 8000 Comparator	20.00%
<b>Data Applications &amp; Video Solutions</b>	
<b>MVX1000 In-Car Digital Video System</b>	
MVX1000 In-Car Digital Video System	0.00%
MVX1000 Digital Multimedia Mgmt System (DMMS)	0.00%
VIEVU LE3 On Body Camera	5.00%
<b>Digital Patroller 2 (DP-2)</b>	



DP-2 In-Car Products	0.00%
DP-2 Video Management System (Server)	0.00%
Automatic License Plate Recognition	5.00%
ALT1000 ALPR SURVEILLANCE TRAILER	5.00%
Fixed Automatic License Plate Recognition	5.00%
Intelligent Data Portal	5.00%
<b>Optimized Video Security</b>	
Optimized Video Security Portfolio	0.00%
Mesh Camera Solutions	0.00%
Public Safety Applications	0.00%
RadiolP	0.00%
RIC	0.00%
Real Time Video Intelligence (RTVI)	0.00%
Real Time Crime Center (RTCC)	0.00%
Tx Messenger	0.00%
<b>Data Devices</b>	
<b>Rugged Mobile Computing Devices (ML and MW)</b>	
MW810 Mobile Workstation R2.0 (F5218)	0.00%
MW810 Mobile Workstation (F5208)	0.00%
ML910 Rugged Notebook Computer (Core Duo 1.66 GHz)	0.00%
<b>Vehicular Radio Modem (VRM)</b>	
Vehicular Radio Modem 850	0.00%
<b>Dispatch Solutions</b>	
Dispatch Computer Hardware	15.00%
<b>Logging Solutions</b>	
Dual Instant Recall Recorder	5.00%
MCC 7500 IP Logging Recorder Products	5.00%
NICE Inform	5.00%
HDL Plus	5.00%
NICE NRX	5.00%
Verint Recording Solutions	15.00%
MC Series Desktop Controllers	15.00%
MCC 5500 Dispatch Console	10.00%
MCD 5000 Deskset System	20.00%
MIP 5000 IP Dispatch Console	20.00%
MKM 7000 Console Alias Manager	15.00%
Monitoring and Control Network	10.00%
Motorola MCC 7100 Dispatch Position	15.00%
<b>Motorola MCC 7500 Products</b>	
MCC Series Accessories	15.00%

MCC 7500 Dispatch Consoles	15.00%
MCC 7500 Archiving Interface Servers	15.00%
MCC 7500 IP Logging Recorder Products	10.00%
MCC 7500 Conventional Channel Items	15.00%
MCC 7500 Aux I/O Items	10.00%
<b>Servers, Workstations, OS and Ancillary Items</b>	
<b>Digital Conventional Systems</b>	
IP Based Digital Conventional Systems	15.00%
<b>Encoders</b>	
<b>Information Only</b>	
<b>Enterprise Applications</b>	
<b>Information Only</b>	
<b>Fire Station Alerting</b>	
FSA4000	15.00%
MACH Alert	15.00%
<b>Fireground Solutions</b>	
<b>Information Only</b>	
800MHz Simplex Operation - Frequency Translator	10.00%
<b>Fixed Data Products</b>	
<b>Fixed Data General Information</b>	
IRM 1500	5.00%
ACE 1000 RTU	5.00%
ACE 3600 RTU	5.00%
ACE Product Licenses	5.00%
MOSCAD RTU	15.00%
MOSCAD-L RTU	0.00%
MOSCAD-M RTU	0.00%
MOSCAD Toolbox	18.00%
IP Gateways & M-OPC	18.00%
Network Fault Management	18.00%
MDS Data Radios	15.00%
<b>Fixed Network Equipment</b>	
Motorola Wireless Communication Sfwr II (MWCS II)	15.00%
MOTOBIDGE IP Interoperable Solution	15.00%
MOTOMESH Quattro	0.00%
MOTOMESH Extension	0.00%
MOTOMESH Duo	0.00%
MOTOMESH Solo	0.00%
Private Data Systems Software Subscriptions	0.00%
Wireless Network Gateway - Rackmount Server-Based	15.00%

High Performance Data Packet Data Gateway	15.00%
WDE1000 2.4/4.9 802.11 PCMCIA Card	0.00%
<b>Fixed Stations</b>	
<b>CDR700/CDR500 Repeaters</b>	
<b>QUANTAR</b>	
ASTRO-TAC Receiver25	25.00%
QUANTAR	25.00%
6809 Trunking	25.00%
Conventional Operations	25.00%
Cabinets and Racks Options	25.00%
General Options	25.00%
INTELLIREPEATER Trunking	25.00%
Kits and Accessories Options	25.00%
MTR2000 MOTOTRBO UPGRADE	25.00%
MTR3000	25.00%
GTR 8000 Expandable Site Subsystem	20.00%
GTR 8000 Base Radio	20.00%
GTR 8000 Site Subsystem	20.00%
GTR 8000 AND GCP 8000 SOFTWARE UPGRADE	20.00%
GTR 8000 EXPANDABLE SITE SUBSYSTEM CHAN ADDITION	20.00%
G-series Hardware Upgrades	
<b>Fixed Station Antenna Systems</b>	
<b>Single Side Band</b>	
Single Side Band Antennas	10.00%
<b>Transmission Lines</b>	
<b>Super Flex/Low Density Foam</b>	
Transmission Line Info	10.00%
1/4" Super Flex	10.00%
1/2" Super Flex	10.00%
3/8" LDF Foam Kits	10.00%
1/2" LDF Foam Kits	10.00%
5/8" LDF Foam Kits	10.00%
7/8" AVA	10.00%
1-1/4 AVA	10.00%
1-5/8 AVA	10.00%
<b>ALUMINUM COAXIAL CABLE</b>	
7/8" FXL Aluminum Cable	10.00%
1-5/8" FXL Aluminum Cable	10.00%
7/8 ALUMINUM	10.00%
1 5/8 ALUMINUM	10.00%

VXL FLEXIBLE CABLES	10.00%
7/8" Extra Flexible Coaxial Cable	10.00%
1-5/8" Extra Flexible Coaxial Cable	10.00%
1-1/4" Extra Flexible Coaxial Cable	10.00%
<b>AirCell Cables</b>	
1/2" Transline Cable	10.00%
7/8" Transline Cable	10.00%
1-1/4" Transline Cable	10.00%
1-5/8" Transline Cable	10.00%
1/2" Radiating Cable	10.00%
7/8" Radiating Cable	10.00%
1-1/4" Radiating Cable	10.00%
1-5/8" Radiating Cable	10.00%
<b>Fixed Wireless (Broadband)</b>	
<b>RF Design Software</b>	
EnterprisePlanner	0.00%
SiteScanner	0.00%
LANPlanner	0.00%
MeshPlanner	0.00%
Private Broadband Networks	0.00%
One Point Wireless	0.00%
PTP (Point to Point)	0.00%
RAD Data Products	0.00%
PMP (Point to Multipoint)	0.00%
Wireless LAN	15.00%
<b>Location Solutions</b>	
TRX Indoor Location	15.00%
ASTRO 25 Outdoor Location Solution Overview	15.00%
ASTRO 25 GPS Units	15.00%
ASTRO 25 Location APIs	15.00%
<b>Military</b>	
APX7000L LTE	25.00%
SRX 2200 UHFR1	0.00%
SRX 2200 VHF	0.00%
SRX 2200 700/800	0.00%
<b>Mobile Stations</b>	
<b>Professional Commercial Radio (PCR) Information (Pricing in MOL)</b>	
<b>MOTOTRBO™ Mobiles</b>	
XPR™ 2500	10.00%
XPR™ 4350	10.00%

XPR™ 4550	10.00%
XPR™ 4580 SmartNet/Privacy Plus	10.00%
XPR™ 4380/4580 Digital	10.00%
XPR™ 5350/5380	10.00%
XPR™ 5550/5580	10.00%
XPR™ 8380/8400	10.00%
MOTOTRBO Mobile Accessories	10.00%
<b>ASTRO Digital APX 8500 Mobile Radios</b>	
APX8500 Mobile Radio	27.00%
APX8500 Console	00.00%
<b>ASTRO Digital APX 7500 Mobile Radios</b>	
APX7500 Mobile Radio	27.00%
APX 7500 Console	27.00%
<b>ASTRO Digital APX 6500 Mobile Radios</b>	
APX 6500 Mobile Radio	27.00%
<b>APX 6500Li</b>	
APX 6500Li	27.00%
<b>APX 4500</b>	
APX 4500	27.00%
<b>APX Retrofit Kits</b>	
<b>APX1500</b>	
APX1500	27.00%
<b>DIGITAL VEHICULAR REPEATER</b>	
DIGITAL VEHICULAR REPEATER UHF	15.00%
DIGITAL VEHICULAR REPEATER 800	15.00%
DIGITAL VEHICULAR REPEATER 700	15.00%
DIGITAL VEHICULAR REPEATER VHF	15.00%
VRX1000 - VEHICLE RADIO EXTENDER	15.00%
<b>PCRM</b>	
<b>PM1500</b>	
VHF Models	10.00%
UHF Models	10.00%
<b>CPS Programming Cables Information</b>	
<b>Interoperability Solutions</b>	
ISSI.1 Network Gateway	5.00%
ISSI 8000 / CSSI 8000 Network Gateway	5.00%
Motobridge	15.00%
WAVE 5000	5.00%

<b>Mobile Accessories</b>	
Mini Mag Antennas	20.00%
Parts Antennas	20.00%
<b>Network Security (IA)</b>	
Network Security-IA (7.14 and prior)	15.00%
Network Security-IA (7.15 and beyond)	15.00%
<b>Networking Products</b>	
Switching and Routing Center (7.13 and beyond)	15.00%
Modems and Modem Cards	15.00%
Network Products Routers/Gateways	15.00%
Network Products Channel Banks	15.00%
Network Products Digital Cross Connect Switches	15.00%
Network Products LAN Switches / HUBS Models	15.00%
Network Products Terminal Servers	0.00%
Network Products Time and Frequency	0.00%
Network Products WAN Switches	15.00%
<b>PCR Paging</b>	
<b>Professional Commercial Radio (PCR) Information (Pricing in MOL)</b>	
Minitor VI	10.00%
<b>PassPort and LTR Infrastructure</b>	
<b>TRIDENT Information</b>	
<b>Programming over P25 (POP25)</b>	
<b>POP25 information</b>	
<b>Public Safety LTE</b>	
<b>User Equipment (UE)</b>	
USB Modem	15.00%
VSM - Vehicular Subscriber Modem	15.00%
LEX-L10G	5.00%
LTE SIM Card	15.00%
LTE VML750	15.00%
LEX-F10	15.00%
LEX-L11	15.00%
<b>Networking &amp; Transport</b>	
EPC DNS/DHCP Appliance/NTP Server	5.00%
eNodeB L2 Switch (AC/DC Power)	5.00%
PTT L2/L3 Switch (AC Power)	5.00%
L2/L3 Aggregation Switch/Router (copper)	5.00%
Core MLX-4E	5.00%
L2/L3 Aggregation Switch/Router (fiber)	5.00%
L2/L3 Remote EPG Switch (fiber)	5.00%

L2/L3 Remote EPG Switch (copper)	5.00%
Core CES2048X	5.00%
<b>Security</b>	
Firewall Manager	5.00%
Core / EPC Firewall	5.00%
Agency and Regional Applications Firewall	5.00%
MSI Mobile VPN	14.00%
Mobile Virtual Private Network - MVPN	5.00%
<b>Radio Access Network</b>	
Site Ancillary	5.00%
Antenna System	5.00%
eNodeB Band Class 14	5.00%
eNodeB Band Class 20	5.00%
RF Site Battery Backup System	5.00%
eNodeB Band Class 28	5.00%
<b>Enhanced Packet Core</b>	
Converged Packet Gateway – CPG	5.00%
Subscriber & Policy Manager – SPM	5.00%
Mobility Management Equipment - MME	5.00%
Home Subscriber Service (HSS)	5.00%
Evolved Packet Gateway (EPG)	5.00%
Diameter Routing Agent – DRA	5.00%
Policy and Charging Rules Function - PCRF	5.00%
Operations & Maintenance	5.00%
Device Management Solutions	5.00%
Operations Support Platform	5.00%
Operations Support System for Radio & Core-OSSRC	5.00%
<b>Application</b>	
Real Time Video Intelligence – RTVI	0.00%
Priority Management – PM	0.00%
Emergency Button / Quick Action Button	0.00%
Location Services	0.00%
Presence Services	0.00%
Radio Services / Radio Remote Control	0.00%
<b>Public Safety PTT</b>	
Public Safety Push To Talk (PTT)	0.00%
Public Safety Push To Talk - PTT Server	0.00%
Public Safety LTE PTT Gateway	0.00%

Portable Radiophones	
<b>Professional Commercial Radio (PCR) Information (Pricing in MOL)</b>	
<b>MOTOTRBO™ Portables</b>	
XPR™ 3300	10.00%
XPR™ 3500	10.00%
XPR™ 6350	10.00%
XPR™ 6550	10.00%
XPR™ 6380/6580 SmartNet/Privacy Plus	10.00%
XPR™ 6380/6580 Digital	10.00%
XPR™ 7350/7380	10.00%
XPR™ 7550/7580	10.00%
SL 7550/7580/7590	10.00%
MOTOTRBO Portable Accessories	10.00%
<b>APX 8000</b>	
APX 8000	27.00%
APX 8000 Accessories	20.00%
<b>APX 8000XE</b>	
APX 8000XE	27.00%
APX 8000XE Accessories	20.00%
<b>APX 7000</b>	
APX 7000	27.00%
APX 7000 Accessories	20.00%
<b>APX 7000XE</b>	
APX 7000XE	27.00%
APX 7000XE Accessories	20.00%
<b>APX 6000</b>	
APX 6000 700/800 MHz	27.00%
APX 6000 VHF	27.00%
APX 6000 UHF	27.00%
APX 6000 Accessories	20.00%
<b>APX 6000XE</b>	
APX 6000XE 700/800 MHz	27.00%
APX 6000XE VHF	27.00%
APX 6000XE UHF	27.00%
APX 6000XE Accessories	20.00%
<b>APX 6000Li</b>	
APX6000Li 700/800	27.00%



APX6000Li UHF	27.00%
APX6000Li VHF	27.00%
APX6000Li Accessories	20.00%
<b>APX 4000</b>	
APX 4000 700/800	27.00%
APX 4000 VHF	27.00%
APX 4000 UHF	27.00%
APX 4000 900 MHz	27.00%
APX 4000 Accessories	20.00%
<b>APX 3000</b>	
APX 3000 700/800	27.00%
APX 3000 VHF	27.00%
APX 3000 UHF R1	27.00%
APX 3000 UHF R2	27.00%
APX 3000 Accessories	20.00%
<b>APX1000</b>	
APX1000 700/800MHz	27.00%
APX1000 UHF	27.00%
APX1000VHF	27.00%
APX1000 900 MHz	27.00%
<b>TRX Indoor Location</b>	
TRX Indoor Location	0.00%
<b>XTS 5000 ACCESSORIES ONLY</b>	
XTS 5000 700/800 ACCESSORIES ONLY	15.00%
XTS 5000 VHF ACCESSORIES ONLY	15.00%
XTS 5000 UHF ACCESSORIES ONLY	15.00%
<b>ASTRO Digital XTS 2500 ACCESSORIES ONLY</b>	
XTS 2500 700/800 MHz ACCESSORIES ONLY	15.00%
XTS 2500 900 MHz ACCESSORIES ONLY	15.00%
XTS 2500 VHF ACCESSORIES ONLY	15.00%
XTS 2500 UHF ACCESSORIES ONLY	15.00%
<b>ASTRO Digital XTS 1500 ACCESSORIES ONLY</b>	
XTS1500 900 MHz ACCESSORIES ONLY	15.00%
XTS 1500 700/800 MHz ACCESSORIES ONLY	15.00%
XTS 1500 VHF ACCESSORIES ONLY	15.00%
XTS 1500 UHF ACCESSORIES ONLY	15.00%
<b>MT 1500 ACCESSORIES ONLY</b>	
MT 1500 800 MHz ACCESSORIES ONLY	15.00%
MT 1500 VHF ACCESSORIES ONLY	15.00%
MT 1500 UHF ACCESSORIES ONLY	15.00%

<b>XTS 4000 ACCESSORIES ONLY</b>	
XTS4000 VHF ACCESSORIES ONLY	15.00%
XTS4000 UHF R1 ACCESSORIES ONLY	15.00%
<b>MTVA &amp; XTVA Accessories</b>	
Mobile Vehicular Adapter (MTVA)	20.00%
XTS Vehicular Adapter (XTVA)	20.00%
APX Transportable Base Station	22.00%
<b>PR1500</b>	
PR1500 VHF	10.00%
PR1500 UHF	10.00%
<b>Radio Applications</b>	
<b>Pop25 for Trunking and Conventional Information</b>	
<b>Presence Notifier Application Information</b>	
Advanced System Key	20.00%
<b>Radioware Solutions</b>	
TX Application Software	0.00%
<b>Receivers</b>	
GPW 8000 Receiver	20.00%
ASTRO TAC Receivers	0.00%
MTR 3000 Analog Receivers	25.00%
<b>Secure Solutions</b>	
<b>Key Variable Loader (KVL)</b>	
KVL 3000 Plus FLASHport Upgrade	14.00%
KVL 4000	14.00%
KVL 4000 FLASHport	14.00%
<b>VPN</b>	
PSLTE VPN	14.00%
<b>Services Solutions</b>	
<b>Service Solutions Information</b>	
<b>SmartX</b>	
SmartX	14.00%
<b>APX Programming Software</b>	
APX Radio Management	20.00%
<b>Software Upgrades/FLASHport</b>	
<b>Lifecycle Products</b>	
Software Maintenance Agreement (SMA)	0.00%
System Upgrade Agreement (SUA)	0.00%
<b>Infrastructure Software Upgrades/FLASHport</b>	
ASTRO-TAC FLASHport & Upgrades	20.00%
ASTRO-TAC Receiver Conventional Upgrades	20.00%

ASTRO-TAC Receiver Trunked Upgrade	20.00%
ASTRO-TAC & ASTRO-TAC 3000 FLASHport Upgrades	20.00%
QUANTAR Software & Hardware Upgrade	20.00%
Software Upgrades/FLASHport	20.00%
Software & Hardware Upgrades/FLASHport	20.00%
STR 3000 FLASHport	20.00%
<b>Programming Software</b>	
Customer Programming Software	0.00%
Radio Service Software	0.00%
<b>Subscriber Software Upgrades/FLASHport</b>	
MT 1500 SW FLASH	20.00%
XTS 1500 SW FLASH	20.00%
XTL 1500 SW FLASH	20.00%
XTS 2500 SW FLASH	20.00%
XTL 2500 SW FLASH	20.00%
XTL 5000 & Consolelette SW FLASH	20.00%
XTS 5000 SW FLASH	20.00%
XTS/XTL New UCM KVL3000PLUS FLASH	20.00%
XTL/XTS5000, 2500, Consolelett UCM KVL3000PLUS FLASH	20.00%
APX 7500 & Consolelette SW FLASH	20.00%
APX 7000 SW FLASH	20.00%
APX 6500 SW FLASH	20.00%
APX 6500Li SW FLASH	20.00%
APX 6000 & APX 6000XE SW FLASH	20.00%
APX 6000Li SW FLASH	20.00%
APX 4000 SW FLASH	20.00%
APX 4500 SW FLASH	20.00%
APX Mobile/Portable MACE KVL4000 FLASH	20.00%
APX 3000 SW FLASH	20.00%
APX Mobile/Portable MACE KVL3000PLUS FLASH	20.00%
APX Mobile and Portable Firmware Refresh	20.00%
SRX 2200 SW FLASH	20.00%
<b>Telephone Interconnect</b>	
Zetron Model 30 Worldpatch	10.00%
Enhanced Telephone Interconnect	14.00%
<b>Text Messaging Services Solution</b>	
Text Messaging Services Solution	5.00%
<b>Trunking Products and Systems</b>	
<b>MTC 3600</b>	
MTC 3600 SMARTNET Single Site Controller	14.00%

MTC 3600 SMARTNET Simulcast Prime	14.00%
MTC 3600 SMARTNET Remote Site Controller	14.00%
MTC 3600 SmartZone Simulcast Prime Site	14.00%
MTC 3600 SmartZone ReSC	14.00%
MTC 3600 SmartZone Remote (Non-Simulcast)	14.00%
MTC 3600 Upgrades	14.00%
<b>SmartZone Network Management &amp; Controllers</b>	
4.1 Network Management System Upgrades	14.00%
MZC 5000 Zone Controller	14.00%
Simulcast Miscellaneous	14.00%
RF Modems for Site Lens/System Watch	0.00%
Site Lens	0.00%
<b>Genesis</b>	
GenWatch3 Over The Air Based Solutions	15.00%
GenWatch3 ATIA Based Solutions	15.00%
SystemWatch II 3600 on XP	0.00%
<b>Unified Network Services (UNS)</b>	
UNS	0.00%
UNS Expansions and Upgrades	0.00%
MotoMapping	0.00%
<b>Replacement Parts, Radio Accessories, Batteries, Kits, and Programming Tools</b>	
Contact Motorola Parts & Accessories Department (800 422 4210) for price quotes.	20.00%
<b>Non-Motorola Mfg. Items - Supply Chain Commodities</b>	
To order non manufactured items to support radio products listed in Exhibit A discounts will be applied based on the following APC Codes 131, 207, 229, 417, 457, 515, 557, 708, 740, 854	15.00%
<b>Frieght/Shipping Charges - Details</b>	
<p>1) Orders placed through the Motorola Parts &amp; Accessories Department will ship FOB destination, UPS ground.</p> <p>2) Orders placed for radio and factory/manufactured items shall be charged at 1.25% of the equipment total and added to the price quote.</p> <p>3) Expedited shipments via air (FedEx etc.) when requested by County shall be at County expense.</p>	

**MOTOROLA SOLUTIONS**

Quote Number: QU0000496692

Effective: 09 JAN 2020

Effective To: 09 MAR 2020

**Bill-To:**

CITY OF GARDENA  
1718 W 162ND ST  
GARDENA, CA 90247  
United States

**Attention:**

**Name:** Gina Ayers  
**Email:** gayers@gardenapd.org

**Sales Contact:**

**Name:** Ryan Narimatsu  
**Email:** ryan.narimatsu@commlineinc.com  
**Phone:** 3103908003

**Contract Number:** LA COUNTY (CA)**Freight terms:** FOB Destination**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	11	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	\$5,983.00	\$4,367.59	\$48,043.49
1a	11	H38BS	ADD: SMARTZONE OPERATION	\$1,500.00	\$1,095.00	\$12,045.00
1b	11	Q361AN	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$219.00	\$2,409.00
1c	11	H869BW	ENH: MULTIKEY	\$330.00	\$240.90	\$2,649.90
1d	11	QA09001AB	ADD: WIFI CAPABILITY	\$300.00	\$219.00	\$2,409.00
1e	11	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	-	-	-
1f	11	QA05507AA	DEL: DELETE 7/800 MHZ BAND	\$-800.00	\$-584.00	\$-6,424.00
1g	11	QA05508AA	DEL: DELETE VHF BAND	\$-800.00	\$-584.00	\$-6,424.00
1h	11	QA03400AA	DEL: FCC NARROWBANDING MANDATE	-	-	-
1i	11	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$375.95	\$4,135.45
1j	11	HA00025AH	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE	\$437.00	\$437.00	\$4,807.00
1k	11	Q15AJ	ENH: AES/DES,DES-XL,DES-OFB	\$799.00	\$583.27	\$6,415.97
1l	11	QA05573AA	ALT: LI-ION IMPRES 2 IP68 5100MAH	\$135.00	\$98.55	\$1,084.05
2	22	PMNN4494A	BATT IMPRES 2 LIION R IP68 5100T	\$198.00	\$148.50	\$3,267.00
3	11	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$165.00	\$132.00	\$1,452.00
4	1	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	\$1,375.00	\$1,100.00	\$1,100.00

Estimated Tax Amount	\$6,855.47
Estimated Freight Amount	\$74.67
<b>Total Quote in USD</b>	<b>\$83,900.00</b>

**THIS QUOTE IS BASED ON THE FOLLOWING:**

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

- 2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
- 3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 4 Prices quoted are valid for thirty(30) days from the date of this quote.
- 5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



**City of Gardena  
City Council Meeting**

Agenda Item No. 8.G. (1)

Department: Transportation

Meeting Date: January 28, 2020

**AGENDA REPORT SUMMARY**

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

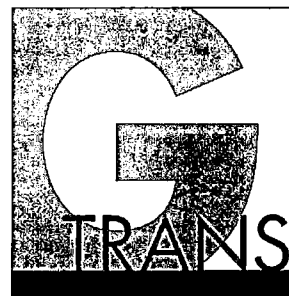
AGENDA TITLE: APPROVE CITY OF GARDENA'S GTRANS FY2020-2022 SHORT RANGE  
TRANSIT PLAN

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Approve Plan	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>As a condition of receiving the federal, state and local funds that flow through the Los Angeles County Metropolitan Transportation Authority (Metro) as the Regional Transportation Planning Agency, GTrans is required to develop and submit a Short Range Transit Plan (SRTP) to Metro.</p> <p>The SRTP is a three-year planning document that details GTrans' existing transit services and programs, as well as its vehicle fleet and facilities. The plan also describes how GTrans intends to use operating and capital funds from Metro to maintain and enhance the level of transit service provided to the residents and customers within its service area. The design of the SRTP follows a format prescribed by Metro for all the public transit operators in Los Angeles County.</p> <p>The GTrans' capital program identified in this SRTP is focused on keeping assets in a state of good repair and upgrading the technological capabilities of the fleet to enhance security and the customer experience. The capital plan includes funding of a multi-year bus replacement, Compressed Natural Gas (CNG) fueling facility and electric charging facility, maintenance facility improvements, bus stop improvements and the replacement of bus service equipment including engines and drive motors.</p> <p>It is recommended that Council approve the attached FY 2020-2022 Short Range Transit Plan for submittal to Metro.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
<p>The SRTP is a working document with estimated values for planning purposes, and does not commit GTrans to specific expenditures. The provision for the proposed capital improvements and recommended service improvements will be made each budget year within available allocations of transit revenues, and included as part of the annual budget process. There is no impact to the General Fund</p>	
<u>ATTACHMENTS:</u>	
A. City of Gardena's GTrans FY2020-2022 Short Range Transit Plan	
Submitted by <u>Ernie Crespo</u> , Ernie Crespo, Transportation Director Date <u>1/21/2020</u>	
Concurred by <u>Clint Osorio</u> , Clint Osorio, City Manager Date <u>1/22/20</u>	



# **City of Gardena's GTrans FY2020-2022 Short Range Transit Plan**

**January 2020**





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# Introduction

The City of Gardena's GTrans is pleased to present its three-year Short Range Transit Plan (S RTP) for Fiscal Years 2020–2022.

The S RTP is a planning document that outlines the strategic, near-term direction for GTrans' overall operation, including assessing our current services, facilities, projects and programs. It also serves as a reference guide for our service, capital assets, finances and organizational structure.

## Overview of the Transit System

The City of Gardena is located in the South Bay sub region of Los Angeles County, approximately 12 miles from the downtown Central Business District (CBD) of Los Angeles. Gardena is bounded on the north and west by unincorporated areas of Los Angeles County, as well as the city of Hawthorne and on the south and east by the cities of Los Angeles and Torrance. The City of Gardena was incorporated in 1930 and is governed by a five-member City Council, one of whom is the Mayor and presiding officer. The City Manager, appointed by the Council, administers the day-to-day business of the City.

The City's Transportation Department (GTrans) inaugurated service in 1940 and for 80 years has been one of three municipal transit operators serving the South Bay subregion of Los Angeles County. Boarding over three million customers annually on the system, GTrans provides fixed route bus service using a fleet of 54 buses deployed over five routes. Please see Exhibit I for the City of Gardena GTrans System Map.

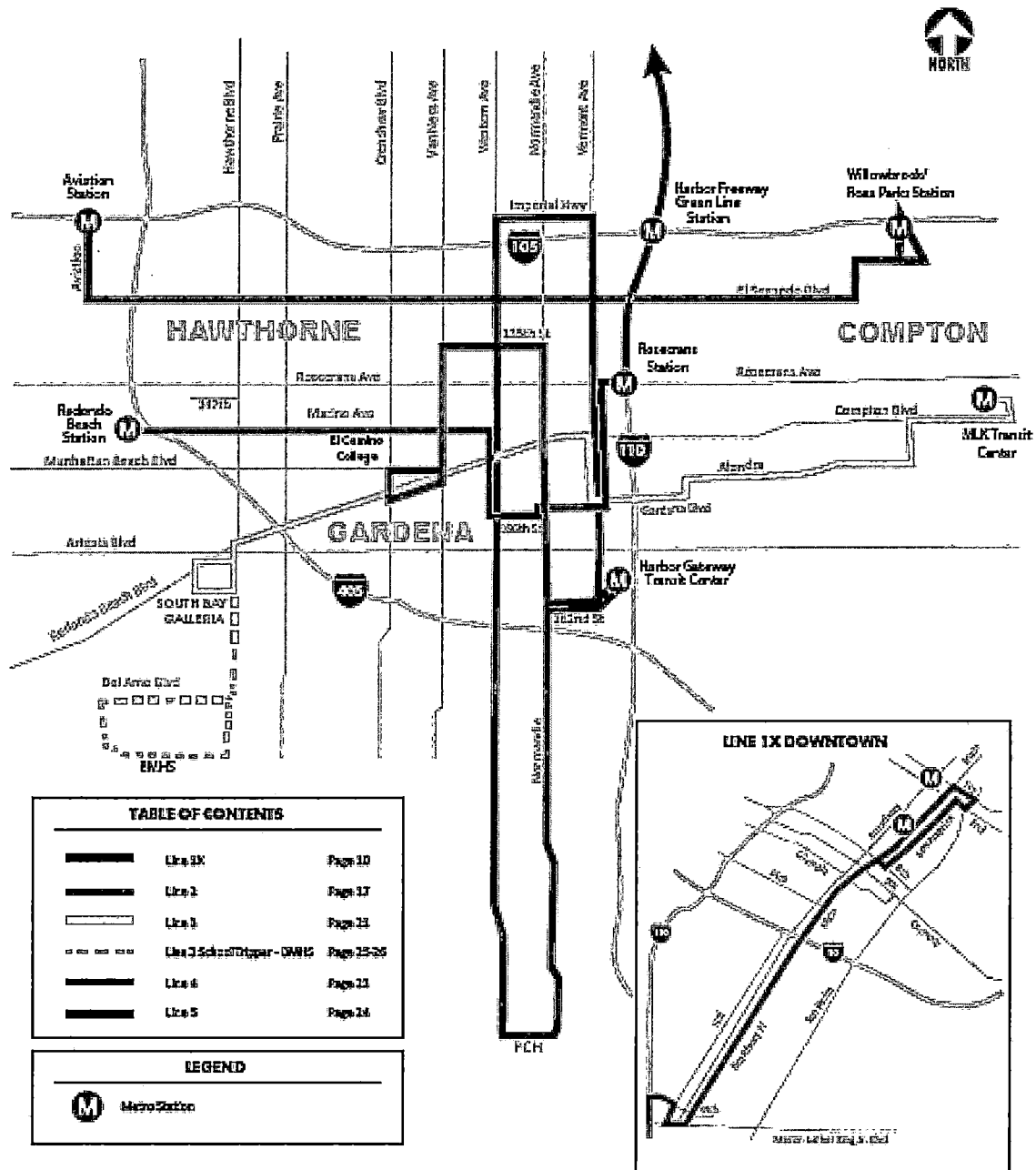
Service is deployed to the City of Gardena and throughout the adjacent communities of Torrance, Redondo Beach, Carson, Compton, City of Los Angeles, Hawthorne Lawndale and certain unincorporated areas of Los Angeles County. GTrans also serves downtown Los Angeles and interfaces at several points with Los Angeles County Metropolitan Transportation Authority's (Metro) Blue and Green Line light rail services, Silver Line at Harbor Gateway Transit Center, and Metro bus service. GTrans also connects with Torrance Transit, Beach Cities Transit, Lawndale Beat, the Los Angeles Department of Transportation (LADOT) and the City of Compton's Renaissance Transit. More than two-thirds of the GTrans service area lies outside the City of Gardena boundaries.

GTrans' also operates a demand response transit service for its elderly and disabled residents called Gardena Special Transit. GTrans provides this service on a consolidated basis to the elderly and disabled residents of Hawthorne and the Los Angeles County unincorporated areas of Del Aire and Alondra Park, as well as to the residents of Gardena. This service is provided in addition to that which is provided by Access Services, Inc., the Los Angeles County complementary paratransit service mandated by the Americans with Disabilities Act of 1990 (ADA).

## Organizational Structure

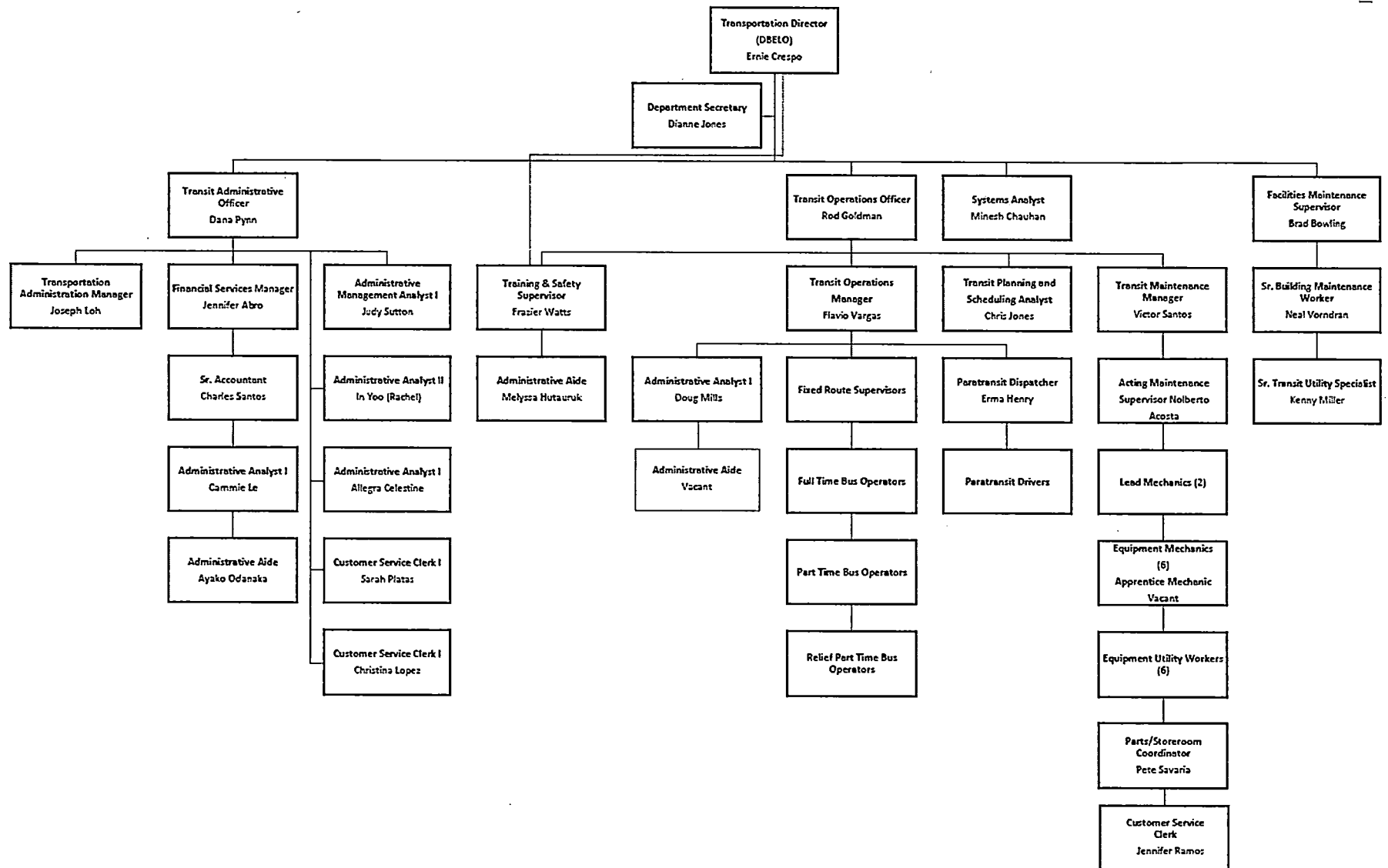
GTrans is operated as a department under the structure of the City of Gardena, funded as an Enterprise fund. Under the direction of the City Council, the City Manager appoints the Director of Transportation to run the day-to-day operation of the transit service. The Director is assisted in the management and operation of the system by the Transit Operations Officer (TOO), and the Transit Administrative Officer (TAO). The TOO oversees the Operations and Maintenance divisions, while the TAO has oversight over the Administrative and Financial divisions. The TOO is supported by the Transit Operations Manager and the Maintenance Manager. The TAO is supported by the Transit Administrative Manager and the Finance and Administrative Manager. Please see Exhibit II for the 2020 GTrans Organizational Chart.

# CITY OF GARDENA GTRANS SYSTEM MAP



# 2020 GTrans Organizational Chart

Exhibit II



## Fleet

GTrans' fixed route fleet consists of 48 gasoline hybrid electric buses, comprised of model year 2005, 2009 and 2010. GTrans also operates five battery electric conversion buses, which it was able to accomplish through a grant made possible in partnership with the California Energy Commission. The converted buses were taken from GTrans existing fleet of hybrid gasoline buses, and were originally put into service in 2005 (1), 2009 (1) and 2010 (3). Finally, GTrans operates one traditional electric bus, put into service in 2015. GTrans operates an active fleet of 54 buses, as detailed in the chart below.

Active Fixed Route Fleet Composition as of June 30, 2019				
Number	Year	Make	Engine	
13	2005	New Flyer	ISE Hybrid Gasoline Electric	
1	2005	New Flyer	ZEPS (all electric conversion)	
17	2009	New Flyer	ISE Hybrid Gasoline Electric	
1	2009	New Flyer	ZEPS (all electric conversion)	
18	2010	New Flyer	ISE Hybrid Gasoline Electric	
3	2010	New Flyer	ZEPS (all electric conversion)	
1	2015	BYD	Battery Electric	
Total Active Fleet:			54	

GTrans' Special Transit Fleet consists of modified cutaway and minivan vehicles capable of accommodating customers and mobility devices.

Active Special Transit Fleet Composition as of June 30, 2019				
Number	Year	Make	Engine	
2	2003	Ford E-450 Cutaway	Gasoline	
2	2011	Ford E-450 Cutaway	Gasoline	
4	2011	Dodge Grand Caravans	Gasoline	
2	2018	Dodge Grand Caravans	Gasoline	
Total Active Fleet:			10*	
*NOTE: A new replacement E-450 Cutaway is on order to arrive in early 2020 to replace a recently damaged and retired 2003 vehicle, thus bringing total fleet to its regular 10 vehicles.				

## Facilities

In May 2009, GTrans relocated its headquarters to its new, state-of-the-art LEED Silver certified transportation and maintenance facility at 139th Street and Western Avenue in the City of Gardena. This facility is equipped with solar energy panels, energy efficient lighting, heating and air conditioning systems, and a 14 bay bus garage, fueling stations and bus wash. The facility, made up of four buildings and one solar-covered canopy structure, houses all of the administrative, operations and maintenance functions of the bus line on this 9.2-acre site.

## System Description

In September 2019, the Gardena City Council approved service changes that will go into effect in Spring 2020. GTrans made the following general changes to the service:

- Line 1X – Due to low ridership, GTrans eliminated midday departures northbound between the hours of 9:00 a.m. to approximately 2:00 pm; and southbound departures between the hours of 10:00 am to approximately 2:00 pm.
- Line 2 – GTrans made minor adjustments to this route on weekday peak periods to improve on-time performance and overall service along the route. Line 2 will have between 3 to 8 minutes time added to bus trips during various times of the day to better reflect current traffic flow and to improve on-time performance.
- Line 3 – GTrans modified the hours operated for weekend service to align with passenger demand. Rather than operate during the same hours on both Saturday and Sunday, GTrans will now run service on Line 3 between the hours of 7:00 a.m. and 9:00 p.m. on Saturdays, and 7:00 a.m. and 8:00 p.m. on Sundays.
- Line 4 – Due to low ridership, GTrans eliminated a segment of Line 4 operating between Hawthorne Blvd./147th St. and Crenshaw Blvd./Manhattan Beach Blvd.

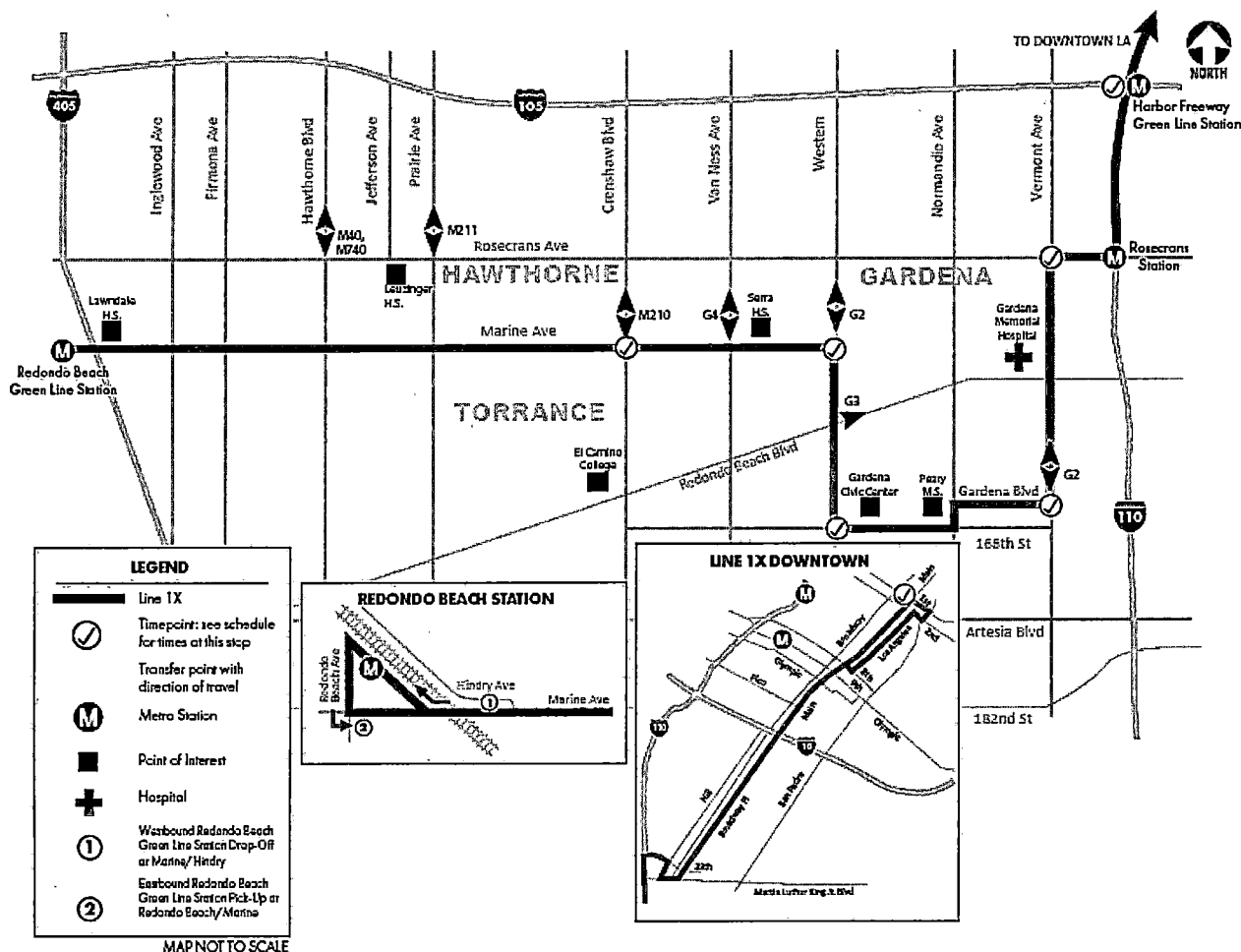
The following description of the GTrans' service is reflective of those changes.

### GTrans Fixed Route Service

GTrans operates seven days per week on five primary fixed routes. Operation of total daily bus service spans from 4:25 a.m. to 10:21 p.m. Service frequencies vary from fifteen minutes during weekday peak hours to hourly headways on weekends. On weekdays, most lines operate on frequencies of 15 minutes or less during peak hours. Annual ridership for FY 2019 was 2,920,856. Fares are shown below:

Fare Category	Local Fare	Zone Fare*
Regular Fare	\$1.00	\$1.00
Senior (62+) / Disabled	\$0.35	\$0.35
K-12 Student (under 21)	\$0.70	Free
Transfer Local: 2 hours Interagency: 2.5	\$0.40	
Child (under age 5)	Free (Limit 2 with paying passenger)	

\*Zone fare is collected on the Line 1X to and from downtown Los Angeles (after Vermont and Rosecrans)

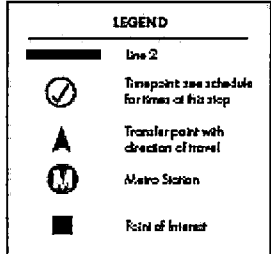


### Line 1X

Line 1X operates from the Metro Green Line Redondo Beach Station to downtown Los Angeles using the Harbor Freeway HOV/busway and sharing a portion of its alignment with Metro's Silver Line and Torrance Transit's Line 4X. Span of service is from 5:06 a.m. until 10:21 p.m. with 30-minute peak frequency to 45-minute off peak frequency. Line 1X weekend trips are shortlined at the Harbor Freeway Station. The line operates approximately 52 revenue service hours (VSH) and 807 vehicle service miles (VSM) per weekday and 16 VSH and 270 VSM on weekends (Saturday and Sunday). Line 1X carried approximately 268,745 in FY19.

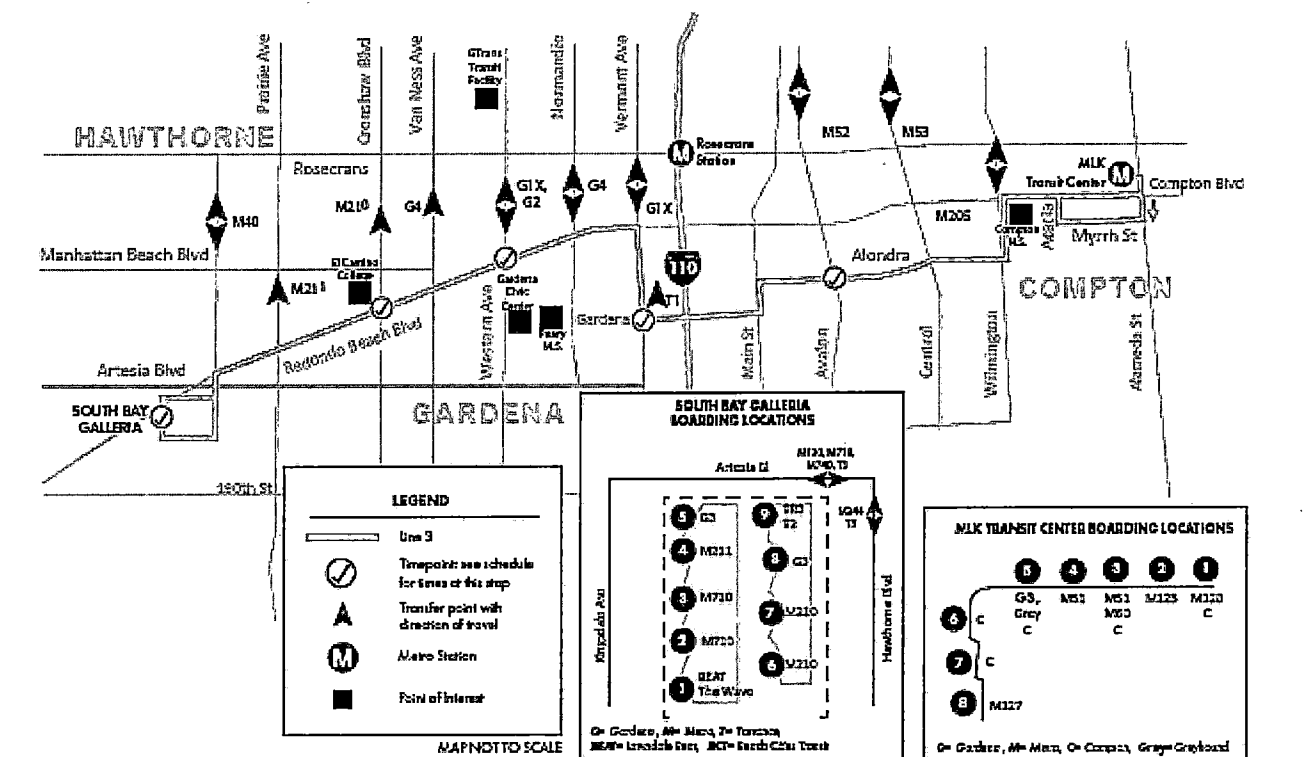


**LINE 2**



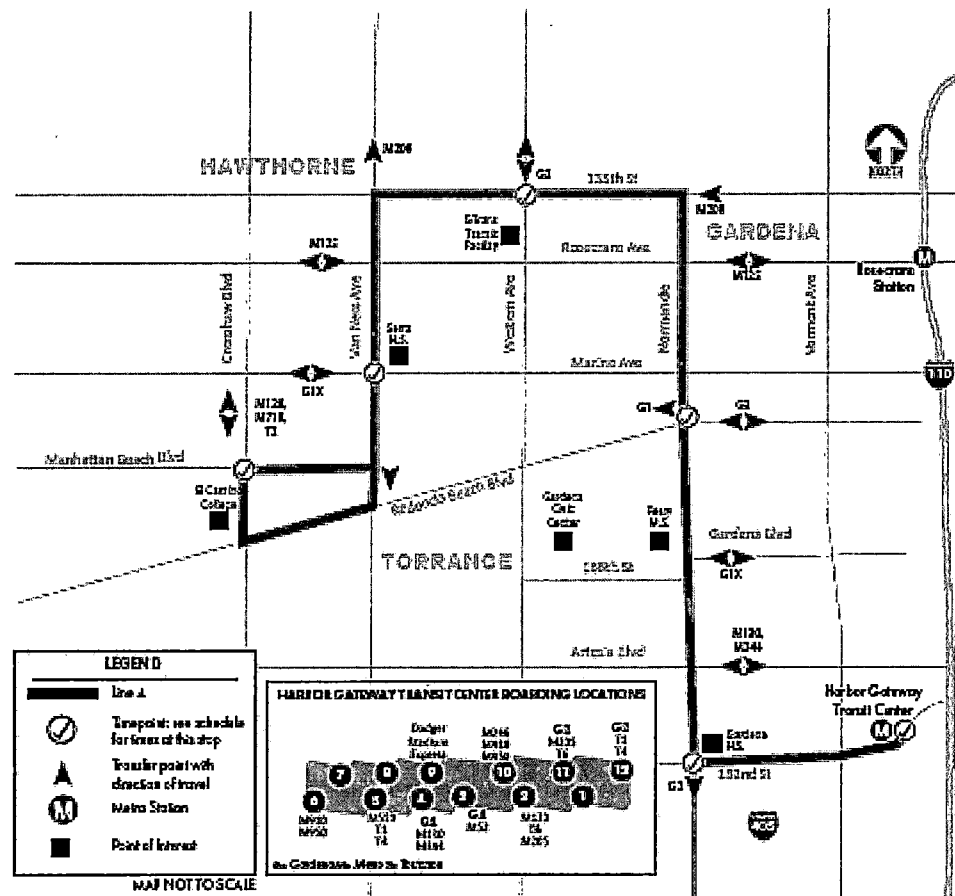
*Line 2*

Line 2 is a bi-directional loop on Vermont Ave/Normandie Ave and Western Blvd between Imperial and Pacific Coast Highway (PCH). Span of service is from 4:25 a.m. to 10:01 p.m. with 15-minute frequency all day and 30-minute frequency after 7:00 p.m. The line operates approximately 182 revenue service hours (VSH) and 2603 vehicle service miles (VSM) per weekday and 91 VSH and 1434 VSM on weekends (Saturday and Sunday). Line 2 carried approximately 1,762,472 in FY19. This line also operates school trippers to help relieve overcrowding.

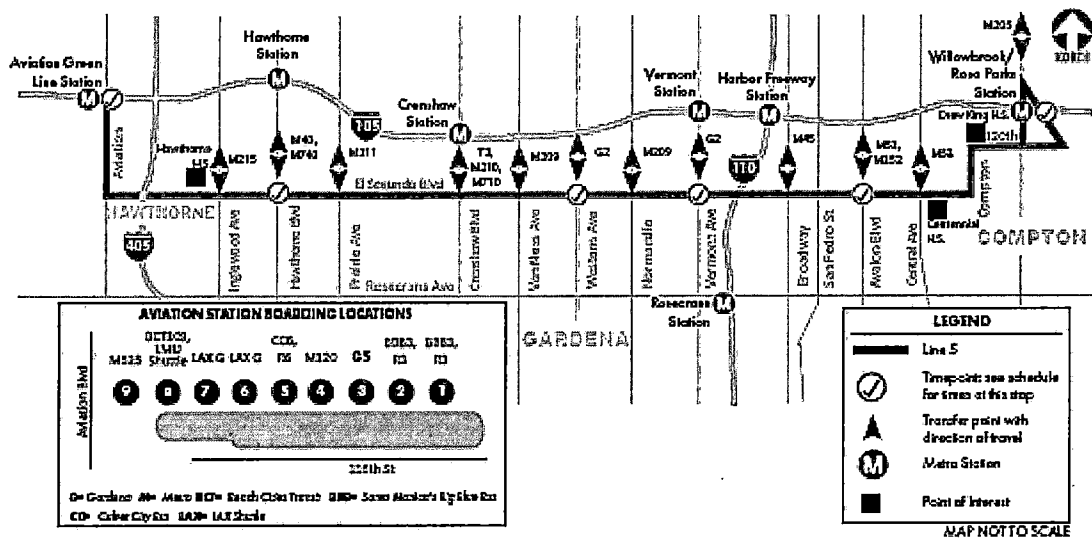


Line 3

Line 3 operates from the Metro Blue Line Compton Station/MLK Transit Center to the South Bay Galleria along Compton Blvd, Alondra Blvd, Gardena Blvd. and Redondo Beach Blvd. The span of service is from 5:14a.m. until 9:30 p.m. with 15-minute peak frequency to 30 minute off-peak on weekdays. On Saturdays the span is between 7:00 a.m. and 9:00 p.m., and on Sunday between 7:00 a.m. and 8:00 p.m. Line 3 operates approximately 76 revenue service hours (VSH) and 882 vehicle service miles (VSM) per weekday and 47 VSH and 554 VSM on weekends (Saturday and Sunday). Line 3 carried approximately 508,182 in FY19. School trippers operate on this line traveling south along Hawthorne Blvd to Torrance Blvd. to relieve overcrowding.



## LINE 5



### Line 5

Line 5 provides service from Metro Green Line Aviation Station to the Metro Green Line Imperial/Rosa Parks Station along El Segundo Blvd. Span of service is from 4:35 a.m. until 8:57 p.m. with 30-minute frequencies. Line 5 operates approximately 46 revenue service hours (VSH) and 603 vehicle service miles (VSM) per weekday with no weekend service. Line 5 carried approximately 299,650 in FY19.

### Gardena Special Transit

Gardena Special Transit is a curb to curb transportation service for senior citizens and disabled residents of Gardena, Hawthorne and the unincorporated Alondra Park and Del Aire areas of Los Angeles County. Service hours for Gardena Special Transit are:

- Monday – Friday – 7:00 a.m. until 6:00 p.m.
- Saturdays – 8:00 a.m. until 5:00 p.m.
- Sundays and Holidays – 8:00 a.m. until 2:30 p.m.

All customers must be pre-certified and guaranteed trips are provided only on an advance reservation basis. Regular fare for a one-way trip is \$0.75 cents. Riders from the Gardena Senior Citizens Bureau may purchase S.S.I. tickets for 50 cents. The City of Hawthorne sells dial-a-ride tokens to its residents for \$0.75 cents one-way.

The current fleet consists of eight modified vans and minivans. Annual ridership for FY 2019 for this service is 22,567.

The City of Gardena will continue to seek operating funding through the Proposition A Discretionary Fund in the maximum amount possible, to improve service or coordinate transit service.

## Financial Resources

GTrans is funded by federal, state and local dollars by formula, along with some discretionary resources in those three general categories.

GTrans' operating budget for FY2019 was \$25,301,274. In this year, GTrans overall expenses were below the budget. This was due in part to having a number of unfilled positions, yielding a cost savings for the year compared with budget. Also, the unfilled positions led to a lower budget in PERS costs as well. Finally, GTrans was under budget in contract services due to the fact that a number of operations projects were delayed thus delaying spending in that account. While the overall actual expenditures were under budget for the year, a few areas continued to increase. This increase included overhead charged by the City, increased insurance costs, and spending on vehicle parts, which is largely attributed to GTrans' aging bus fleet.

During the past three years, however, GTrans has seen general increases overall in pension costs, fuel costs, employee benefits, vehicle parts, insurance parts, and overhead charged by the City of Gardena to the GTrans Enterprise fund.

For FY2020, GTrans' operating budget is \$25,336,718. GTrans will continue to monitor the increases in the aforementioned areas and take steps to mitigate them where feasible.

## Regulatory Requirements

GTrans is required to operate under a number of federal, state and local regulatory requirements and subsequent audits, at various intervals.

In FY2019 GTrans had the annual routine audits that resulted in no findings: EZ Pass, Prop A Local Return, California Highway Patrol (CHP) and the annual internal audit.

In 2019, GTrans also had its FTA Triennial Review, during which no deficiencies were found in 19 of 21 areas, a tremendous improvement over their prior Triennial Review. Deficiencies were found in only two areas: Disadvantaged Business Enterprise (DBE) and Equal Employment Opportunity (EEO). GTrans had no repeat deficiencies from the 2016 Triennial Review.

GTrans also had its TDA Triennial Performance review in 2019 during which there were no findings, also a great improvement over the prior review.

Finally, in 2018, GTrans was also reviewed by the state for Low Carbon Transit Operations Program (LCTOP) which resulted in no findings.

## Operational Planning and Evaluation

During the past three years, GTrans hired a consultant to complete Line by Line analysis, a comprehensive look at the transit system including performance, ridership trends and potential opportunities for expansion. Through customer and community focus groups, town hall meetings, open houses, onboard surveys and an analysis of regional and local data and planning documents, the analysis concluded the following. GTrans has a dedicated frontline staff, low fares and clean vehicles, and generally productive service. The consultant also identified some areas for improvement including on time performance, frequency, technology, service duplication, addressing unproductive segments and improving brand awareness.

The consultants also recommended a number of possible expansion opportunities which GTrans is now exploring;

GTrans is planning game day service to SOFI Stadium in Inglewood to support Chargers and Rams home games. Beginning with the 2020 season, GTrans is developing a partnership with the City of Inglewood and its partner LAZ Parking to provide this service from two locations to the soon-to-be-completed Stadium: LA Southwest College and the Metro Harbor Gateway Transit Center. These services would be open to the public and published in the GTrans' route and schedule guide. GTrans is exploring a similar possibility with the City of Hawthorne.

In addition to the exciting developments taking place with the completion of the stadium, GTrans is also working with LA Metro on its NextGen program, coordinating and streamlining services provided by transit agencies in the region. As such, GTrans is looking at the possibility of assuming Metro service along two corridors over the next five years, specifically regarding service along identified corridors, such as Wilmington, Vermont, Western and Rosecrans.

GTrans is also exploring the possibility of expanding its service along Line 5 in partnership with Los Angeles County in response to the Affordable Housing Sustainable Communities (AHSC) grant program offered by the State of California. As part of the grant application, GTrans is proposing some enhancements to its Line 5, including the addition of weekend service, increased frequency during the weekdays, and extending the route to LAX. In addition to this service enhancement, GTrans will also propose the purchase of two, zero emission, 40-foot buses and two, real-time transit information signs.

Finally, GTrans has been exploring the possibility of a partnership with a Transportation Network Company (TNC) to implement a pilot program to deliver its Special Transit paratransit services. The discussions are still underway, but the intent is to provide the most efficient, convenient service to eligible members.

The table below is a snapshot of operational data for FY18 and FY19.

<b>GTrans Operational Data Comparison**</b>			
	<b>FY2018</b>	<b>FY2019</b>	<b>Change from Prior Year</b>
Vehicle Revenue Miles	1,680,040	1,691,303	11,263
Total Vehicle Miles	1,752,882	1,770,445	(61,579)
Vehicle Revenue Hours	136,486	136,619	133
Total Revenue Hours	141,504	141,800	296
Unlinked Passenger Trips	3,086,911	2,920,856	(166,055)
Passenger Miles	11,281,212	10,713,065	(568,147)

\*\*Source NTD Data from FY18 and FY19 (Submitted)

With the completion of GTrans' Automated Passenger Counters (APC) project, the agency will have another tool for monitoring service usage and levels, in support of better service planning. Similarly, as GTrans completes its ITS project, the ability to track and monitor buses throughout the day will provide many more opportunities for data analysis that will provide critical tools to improve the entire transit system.

## Capital Improvement Plan

The capital planning process, which includes investment prioritization, occurs on an annual basis in preparation for the new fiscal year. Project evaluation and prioritization occurs at this time as well, and in accordance with available and future estimated funding levels and fund lapse dates. Also considered are opportunities for discretionary grants available for specific capital projects, and procurement strategies that include streamlining or leveraging solicitations and contracts.

In 2019, GTrans completed its APC project, electronic sensors which automatically count the number of passengers that board and disembark at each bus stop. When implemented together with an Automatic Vehicle Location (AVL) system, GTrans will be able to track the number of customers by stop, by trip, and by time of day. APC data can also be used for mandatory ridership and performance reporting to the National Transit Database (NTD). GTrans is working to certify the system methodology so that it can be utilized in this way. APC's offer a valuable alternative, saving time, and collecting thorough ridership data that serves as a tool for performance evaluation and service planning.

GTrans is now currently underway with its Intelligent Transportation System Upgrade project, which includes Computer Aided Dispatch (CAD), Automatic Vehicle Location (AVL), Transit Signal Priority, and other smart bus technologies to better manage fixed-route services. GTrans recently hired Clever Devices to complete this project, which is now called GTrans Real-time Information Deployment System (GRID)..

GTrans is also in the midst of implementing a Scheduling, Operations Management and Payroll Integration system. In order for GTrans to provide daily transit service to its customers and community, the complex nature of developing and scheduling the service, bidding, and dispatching operator assignments, and providing accurate timekeeping functions are currently completed using manual processes. GTrans is ready to implement an integrated technological solution to improve efficiency, accuracy and effectiveness of managing the daily deployment of transit service. The selected vendor, TripSpark, will provide a comprehensive solution for the software, including configuration, consulting, and development of interfaces (if necessary), implementation, training, support, and maintenance.


In 2009, the City of Gardena's GTrans was awarded funding through the Los Angeles County Metropolitan Transportation Authority's (Metro) Call for Projects for GTrans' Bus Signal Priority System (BSP). The project received funding to upgrade intersections with signal priority firmware/software to improve bus running times and on-time performance. This technology would also integrate with other aforementioned GTrans Intelligent Transportation System (ITS) projects, including computer automated dispatching/automated vehicle location (CAD/AVL) solution. As such, GTrans is currently underway with its Bus Signal Priority Project, having recently hired Iteris to provide project management, engineering support and design services for GTrans' BSP project. Bus Signal Priority is planned for an approximate 8.1-mile stretch of Line 2, focusing on key intersections along Western Ave. and Vermont Ave.

The current list of capital project, including those mentioned above, is provided in Attachment C, Table L-7 Capital Project Summary.

## Marketing and Community Relations


### Transit App

In 2019, GTrans launched a partnership with the Transit app, a leading public transit information and planning app in North America. GTrans riders can use the Transit app to view nearby transit options and departure times in big text and bright colors. Riders can now easily navigate their region with accurate tracking of local buses and light rail options. The Transit app will help GTrans riders plan their trip and provide step-by-step navigation with Transit's GO feature. Transit app users can also request Uber rides and check real-time information within the app. GTrans' partnership with Transit comes at no cost to the agency. For this campaign, GTrans hired Junk films to produce a commercial "Grandma's Day Out" and develop a campaign to launch the new partnership. Below are examples of marketing collateral from that campaign.



**GETTING THERE HAS NEVER BEEN SO EASY.**

GTRANS makes travel easy with the **Transit** app. With the power of **Google Maps**, no matter where you're headed, we can help you get there.

 **Download the Transit App Now**

transit

RideGTrans.com

**CONNECTION IS A CLICK AWAY.**

GTRANS makes travel easy with the **Transit** app. With the power of **Google Maps**, no matter where you're headed, we can help you get there.

 **Download the Transit App Now**

transit



CITY OF GLENDALE

RideGTrans.com



### Line by Line Analysis Outreach

GTrans also completed a number of other campaigns during the past three years. Most notably, as GTrans sought input on its Line by Line Analysis, it solicited input from the public through onboard surveys, at open houses, pop-up meetings. Internally, the consultants met with front line employees and management staff to receive feedback and hear about recommendations for improvement. Below is a sample flyer from this outreach effort.

**WE WANT TO HEAR FROM YOU!**

**GTrans is reviewing its transit services to better serve you.**




To provide your suggestions and help us improve our service, come talk to us at any of the following events:

**Wednesday, April 18, 7 - 8 pm**  
Open house at Gardena City Hall, 1700 W 162nd St.

**Thursday, April 19, 10 am - 12 pm**  
Open house for Gardena Special Transit riders at GTrans, 13999 S. Western Ave.

**Monday, April 16 thru Thursday, April 19**  
We'll be holding pop-up events in and around Gardena, including shopping malls and transit centers, to talk all things transit and mobility and to hear your suggestions.

For exact times and places check online or call GTrans Customer Service at (310) 965-8888 (Mon-Fri, 8am - 5pm)

  [RideGTrans.com](https://www.ridegtrans.com) 

### Spring 2020 Service Change Outreach

In preparation for its Spring 2020 service changes, GTrans did extensive outreach in accordance with its Major Service Change Policy and Public Participation Plan. Outreach included a detailed description of changes and ways to comment on the GTrans website, [www.ridegtrans.com](https://www.ridegtrans.com) with automated comment forms that provide comments directly back to staff. Information on the website is able to be translated into over 100 languages using Google Translate featured on the website. In addition, GTrans set up a separate service change comment email address: [proposedchanges@cityofgardena.org](mailto:proposedchanges@cityofgardena.org), which directs back to staff for collection and dissemination to GTrans planning team. Bilingual Spanish/English advertisements were placed on car cards on all GTrans buses along with detailed service change brochures, and notifications about the community meetings were placed on the bulkheads behind the bus operators. Outreach was also conducted using GTrans social media accounts through Facebook, Twitter and Instagram. The public was informed that comments would be recorded up until midnight on September 17, 2019.

In an effort to speak directly with potentially affected customers, GTrans staff rode 53 bus trips that were designated for change or elimination: On Line 1X, Line 4 and the Line 3 Bishop school tripper. During these riders, GTrans staff was able to take feedback, provide information on the details of the change, and advertise the community meetings and public hearing. By providing bilingual Spanish/English staff at all of these events, GTrans was better able to reach GTrans limited English proficient population as outlined in its Language Assistance Plan. GTrans staff also went to major transfer points such as Metro's Harbor Gateway Transit Center and the Vermont Green Line station to provide information and take comment. Staff went to LA Southwest College, a City of Gardena Neighborhood Watch Meeting and Coffee with a Cop to also disseminate information and take public comment. GTrans also held an informative meeting at Gardena's One Stop on Western Avenue. Finally, GTrans held three, well-attended community meetings: Evening meetings at the GTrans Ballenger Room and the Hawthorne Memorial Park Community Center and a Saturday morning meeting at the City's Nakaoka Center. A formal public hearing was held in Council chambers on September 12, 2019.

## **Transit Safety and Security**

### **City of Gardena Police Department**

The City of Gardena Police Department (GPD) is a key provider of safety oversight for GTrans. GPD provides a variety of functions that have been well received by transit customers, the community and GTrans employees, which include:

- Undercover operations
- Training with Supervisors, Transit Security and Operations
- Handling customer disturbances
- Random bus boardings
- Emergency and incidents response
- Accident response and investigation, and investigation of transit-related crimes
- Periodic updates with Detail Sergeant to discuss issues
- Directed enforcement (i.e. Targeting particular bus stops to reduce nuisances)
- Ongoing active shooter training
- Special coordination with school trips

### **Facility Security**

During FY20-22, GTrans will continue to look for ways to improve overall safety within the transit facility. This shall include upgrades to surveillance cameras within the yard, new upgraded security fencing, key access card upgrades and facility lighting upgrades. Additionally, GTrans will implement new facility securement procedures that align with alarm and access goals. GTrans will also explore the use of unarmed contract security personnel to replace its current use of non-sworn Gardena Police personnel for this purpose. The intent of this effort will provide greater coverage for facility security.

### **Bus System Security**

During FY20-22, GTrans will continue to provide security training to its front line employees. Explore bus entry live video/camera monitors, automated vehicle locator technology (increasing accuracy of where buses are throughout the system), driver barriers and bus stop safety amenities (lighting, flashers etc.) GTrans will also complete the FTA-required Public Transportation Agency Safety Plan (PTASP), which is to be completed and on file by July 20, 2020.

**Table L - 1**  
**Current Fare Structure: FY 2019**

**Attachment C**

<u>Fare Categories</u>	<u>Type of Service</u>	
	<u>Fixed Route</u>	<u>Demand Responsive</u>
<i>Cash/Token</i>		
Regular	\$ 1.00	
Token	\$ 1.00	
Elderly	\$ 0.35	\$ 0.75
Disabled/Medicare	\$ 0.35	\$ 0.75
Student	\$ 0.70	
College	\$ 1.00	
Express - Specify Zone Structure	\$ 1.00	
<i>Cash Transfers</i>		
Regular within System	\$ 0.40	
Regular to other System	\$ 0.40	
Elderly	\$ 0.35	
Disabled/Medicare	\$ 0.35	
<i>Multi-use Cards (specify number of uses)</i>		
Regular		
Elderly		
Disabled/Medicare		
<i>Passes</i>		
Regular		
Elderly		
Disabled		
Student		
College		
Express - Specify Zone Stamp		
<i>Joint Passes</i>		
Regular	\$ 110.00	
Elderly	\$ 42.00	
Disabled	\$ 9.50	
Student	\$ 22.00	
College		
Not Listed above (please describe)		
UPass	\$ 0.75	

**Table L - 2**  
**FLEET INVENTORY AS OF JUNE 30, 2018**

**Attachment C**

Year Built	Manuf.	Model	Seats	Length	Type of Fuel	Total Vehicles	Vehicles used for:		Non-ADA Vehicles in Active Service	ADA Vehicles in Active Service	Vehicles w/ major Rehab
							Fixed Route Service	Demand Responsive Service			
2005	New Flyer	GE40LF	34	40 feet	Gas/Hybrid	13	13			13	
2005	New Flyer	GE40LF	38	40 feet	Bat/Electric	1	1			1	
2009	New Flyer	GE40LF	34	40 feet	Gas/Hybrid	17	17			17	
2009	New Flyer	GE40LF	37	40 feet	Bat/Electric	1	1			1	
2010	New Flyer	GE40LF	34	40 feet	Gas/Hybrid	18	18			18	
2010	New Flyer	GE40LF	37	40 feet	Bat/Electric	3	3			3	
2015	BYD	K9	34	40 feet	Bat/Electric	1	1			1	
2003	Ford	E-450	14	24 feet	Gasoline	2		2		2	
2011	Ford	E-450	14	24 feet	Gasoline	2		2		2	
2011	Dodge	Braun	7	8 feet	Gasoline	4		4		4	
2018	Dodge	Grand Caravan	7	8 feet	Gasoline	2		2		2	
Total Number of Vehicles:						64	54	10	-	64	

\* ADA vehicles are those equipped with a 42" wheelchair or a low floor bus with a ramp

\* Major rehab as defined by Federal Circular on Section 5307 funding program

**Table L - 3**  
**HISTORICAL & PROJECTED FLEET CHARACTERISTICS**  
Attachment C

	FIXED ROUTE		
	FY 2018 Actual	FY 2019 Estimated	FY 2020 Planned
Peak-Hour Fleet	43	43	43
Spares For Maint.	13	11	9
Spare Ratio*	30.2%	25.6%	20.9%
Emergency Contingency Reserve	8	10	14
Inactive Fleet	0	0	0
Total Vehicles	64	64	66
New Expansion Vehicles			3
New Replacement Vehicles			17

	DEMAND RESPONSIVE SERVICE		
	FY 2018 Actual	FY 2019 Estimated	FY 2020 Planned
Peak-Hour Fleet	6	6	6
Spares For Maint.	2	2	2
Spare Ratio*	33.3%	33.3%	33.3%
Emergency Contingency Reserve	0	0	2
Inactive Fleet	0	0	0
Total Vehicles	8	8	8
New Expansion Vehicles			0
New Replacement Vehicles			0

	SYSTEM TOTAL		
	FY 2018 Actual	FY 2019 Estimated	FY 2020 Planned
Peak-Hour Fleet	49	49	49
Spares For Maint.	15	13	11
Spare Ratio*	30.6%	26.5%	22.4%
Emergency Contingency Reserve	8	10	16
Inactive Fleet	0	0	0
Total Vehicles	72	72	74
New Expansion Vehicles			3
New Replacement Vehicles			17

\*Spare Ratio = Spares for Maint/Peak-Hour Fleet

**Table L - 4 (A)**  
**HISTORICAL AND PROJECTED FINANCIAL STATUS**  
**SOURCE AND APPLICATION OF CAPITAL FUNDS**

BY YEAR OF EXPENDITURE (\$ 000)

**Attachment C**

**MODE:**

<b>SOURCE OF CAPITAL FUNDS:</b>	<b>2019 Audited</b>	<b>2020 Estimated</b>	<b>2021 Planned</b>
<b>FEDERAL CAPITAL GRANTS</b>			
FTA Sec. 5309 (Sec. 3)			
FAU Grants			
FTA Sec. 5307(Sec. 9)	366.01	6,722.28	11,503.79
Other Federal (Assume 80/20 match) (Specify source)			
<b>STATE CAPITAL GRANTS AND SUBVENTIONS</b>			
TDA (ART 4) current from unallocated			
TDA from prior years reserves			
TDA (ART 8)			
STA current from unallocated - N/A			
STA from prior years reserve	128.44		
LCTOP		104.61	
Other State (CEC)	110.61		
<b>LOCAL CAPITAL GRANTS</b>			
System Generated			
General Fund			
Transit ITS	42.27		
Prop. A Local Return			
Prop. A Discretionary Carry Over			
Prop. C Discretionary			
Prop. C Local Return			
Prop. C 5% Security			
Measure R 15% Local Return			
Measure R Capital		373.82	
Prop 1B PTMISEA Funds		1,211.27	226.07
Prop 1B PTMISEA Bridge Funds		288.32	2,003.91
Prop 1B Transit Security Funds	24.81	65.45	
Prop 1B Transit Security Bridge Funds		1,119.30	
Prop. C Other (MOSIP)	316.70		661.00
Other Local (Specify)	97.90		
<b>TOTAL CAPITAL REVENUE</b>	<b>1,086.74</b>	<b>9,885.05</b>	<b>14,394.76</b>
<b>TOTAL CAPITAL EXPENSES</b>	<b>1,086.74</b>	<b>9,885.05</b>	<b>14,394.76</b>

**Table L - 4 (B)**  
**HISTORICAL AND PROJECTED FINANCIAL STATUS**  
**SOURCE AND APPLICATION OF OPERATING FUNDS**  
**BY YEAR OF EXPENDITURE (\$ 000)**

**SOURCE OF OPERATING FUNDS:**

<b>2019 Audited</b>	<b>2020 Estimated</b>	<b>2021 Planned</b>
-------------------------	---------------------------	-------------------------

**FEDERAL CASH GRANTS AND REIMBURSEMENTS**

FTA Sec. 5307 (Sec. 9) Operating	2,235.38	2,500.00	3,000.00
CMAQ (Operating)			

**STATE CASH GRANTS AND REIMBURSEMENTS**

TDA Current from unallocated	5,473.41	5,711.28	5,711.28
STA Current from unallocated	1,656.25	1,664.96	1,664.96
Other State (Specify)			

**LOCAL CASH GRANTS AND REIMBURSEMENTS**

Passenger Fares	2,246.44	2,142.00	2,142.00
Special Transit Service	343	275	275
Charter Service Revenues			
Auxiliary Transportation Revenues			
Non-transportation Revenues	136.32	102.50	102.50
Prop. A 40% Discretionary	3,539.41	3,619.04	3,619.04
Prop. A 25% Local Return	711.83	1,052.44	1,052.44
Prop. A Incentive fund	176.58	176.58	176.58
Prop. A Interest	52.60		
BSIP	180.31	188.28	188.28
TSE	710.47	741.87	741.87
Foothill Mitigation	196.25	204.92	204.92
MOSIP	623.71		
Prop. C 40% Discretionary			
Prop. C 20% Local Return			
Prop. C 5% Security	227.16	237.20	237.20
Prop. C Interest			
Measure R 20% Operating	2,224.44	3,584.83	3,084.83
Interest Measure R	50.32	25.00	25.00
Measure M	1,439.31	2,285.80	2,285.80
Interest Measure M	38.81	25.00	25.00
Prop. C Other (Interest)			
Other Local (Other Bus Income)	920.00	800.00	800.00
Other Local (Specify)			

<b>TOTAL OPERATING REVENUES</b>	<b>23,181.75</b>	<b>25,336.72</b>	<b>25,336.72</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>23,181.75</b>	<b>25,336.72</b>	<b>25,336.72</b>

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**  
**Fiscal Year 2019 TPM Report Form**

Agency Name: City of Gardena's GTrans

**Status: Audited**

	A	B	C	D=A+B+C	E	F	G	H	I=E+F+G	J=D+I	K	L=J+K	
Annual Totals	FAP Funded				Non-FAP Funded					Total MTA Funded	Other Codes 2	System Total	Reference
	TDA, STA & Proposition A Discretionary			FAP Total	Proposition C 40% Discretionary			Non-FAP Total	Total All Modes				
	Local	Express	Dial-A-Ride <sup>1</sup>		TSE	Base Re-Structuring	BSIP		MOSIP				Rpt#
Total Vehicle Miles	1,650,125			1,650,125	56,444		14,325	49,551	120,320	1,770,445	70,968	1,841,413	S-10
Vehicle Service Miles	1,576,361			1,576,361	53,921		13,685	47,336	114,942	1,691,303	63,942	1,755,245	S-10
Total Vehicle Hours	132,163			132,163	4,521		1,147	3,969	9,637	141,800	9,600	151,400	S-10
Vehicle Service Hours	127,334			127,334	4,356		1,105	3,824	9,285	136,619	8,982	145,601	S-10
Unlinked Passengers	2,722,354			2,722,354	93,121		23,633	81,748	198,502	2,920,856	22,567	2,943,423	S-10
Passenger Revenue	2,083,161			2,083,161	71,264		18,086	62,561	151,911	2,235,072	11,364	2,246,436	F-10
Aux. Rev/Local Subs.				-					0	0	0	-	F-10
Op. Cost Less Depr.	20,770,413			20,770,413	710,471		180,313	623,706	1,514,490	22,284,903	896,849	23,181,752	F-30
Full Time Equiv Employees	124			124					0	124	8	132	R-10
Active Vehicles	54			54					0	54	8	62	S-10
Peak Vehicles	43			43					0	43	6	49	S-10
DAR Seat Capacity				-					0	0	17	17	A-30
Base Fare	\$ 1.00										\$ 0.75		
Effective Date	1/1/2010										1/1/2008		

1- "Included Dial - A - Ride" only includes operations that historically have been included in the FAP calculations.

2-a- Agencies that have Proposition A 5% of 40% Incentive Funds for their Sub-regional Paratransit program, please insert data here.

2-b- Please Describe 2a:

Dial-A-Ride/E&H

**EZ Pass Data included above:**

Revenue	73,049
Unlinked Passengers	85,940

Prepared by: \_\_\_\_\_ Date \_\_\_\_\_

Approved by: \_\_\_\_\_  
 General Manager Date \_\_\_\_\_

Aux. Rev/Local Subs. (000)												
Op. Cost Less Depr. (000)												

<sup>1</sup> "Included Dial-A-Ride" only includes operations that historically have been included in the FAP calculations.

<sup>2</sup> "Dedicated Funding" includes: FEMA, Base Restructuring, TSE & Overcrowding, Other Special Funding arrangements.

<sup>3</sup> "Other Codes" includes Subscription, Contract, Special Events service.



**Table L - 5B**  
**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**  
**Fiscal Year 2020 TPM Report Form**

Agency Name: City of Gardena's GTrans

Status: **Estimated**

	A	B	C	D=A+B+C	E	F	G	H	I=E+F+G	J=D+I	K	L=J+K	
Annual Totals	FAP Funded				Non-FAP Funded					Total MTA Funded	Other Codes <sup>2</sup>	System Total	NTD Reference
	TDA, STA & Proposition-A Discretionary			FAP Total	Proposition C 40% Discretionary				Non-FAP Total				Total All Modes
	Local	Express	Dial-A-Ride <sup>1</sup>		TSE	Base Re-Structuring	BSIP	MOSIP					
Total Vehicle Miles	1,687,721			1,687,721	51,975		13,191		65,166	1,752,887	73,347	1,826,234	S-10
Vehicle Service Miles	1,617,582			1,617,582	49,815		12,643		62,458	1,680,040	65,443	1,745,483	S-10
Total Vehicle Hours	136,243			136,243	4,196		1,065		5,261	141,504	9,935	151,439	S-10
Vehicle Service Hours	131,412			131,412	4,047		1,027		5,074	136,486	9,162	145,648	S-10
Unlinked Passengers	2,972,151			2,972,151	91,530		23,230		114,760	3,086,911	23,443	3,110,354	S-10
Passenger Revenue	2,237,850			2,237,850	68,917		17,491		86,408	2,324,258	12,859	2,337,117	F-10
Aux. Rev/Local Subs.	0			-					0	0	0	-	F-10
Op. Cost Less Depr.	23,589,401			23,589,401	726,457		184,370		910,827	24,500,228	836,490	25,336,718	F-30
Full Time Equiv Employees	124			124					0	124	9	133	R-10
Active Vehicles	58			58					0	58	8	66	S-10
Peak Vehicles	43			43					0	43	6	49	S-10
DAR Seat Capacity				-					0	0	17	17	A-30
Base Fare	\$ 1.00										\$ 0.75		
Effective Date	1/1/2010										1/1/2008		

1- "Included Dial - A - Ride" only includes operations that historically have been included in the FAP calculations.

2-a- Agencies that have Proposition A 5% of 40% Incentive Funds for their Sub-regional Paratransit program, please insert data here.

2-b- Please Describe 2a:

Dial-A-Ride/E&H

EZ Pass Data included above:

Revenue	73,049
Unlinked Passengers	85,940

**Table L - 5C**  
**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**  
**Fiscal Year 2021 TPM Report Form**

Agency Name: City of Gardena's GTrans

Status: **Planned**

	A	B	C	D=A+B+C	E	F	G	H	I=E+F+G	J=D+I	K	L=J+K	NTD Reference Total All Modes Rpt#
Annual Totals	FAP Funded				Non-FAP Funded					Total MTA Funded	Other Codes 2	System Total	
	TDA, STA & Proposition A Discretionary			FAP Total	Proposition C 40% Discretionary				Non-FAP Total				
	Local	Express	Dial-A- Ride <sup>1</sup>		TSE	Base Re- Structuring	BSIP	MOSIP					
Total Vehicle Miles	1,687,721			1,687,721	51,975		13,191		65,166	1,752,887	73,347	1,826,234	S-10
Vehicle Service Miles	1,617,582			1,617,582	49,815		12,643		62,458	1,680,040	65,443	1,745,483	S-10
Total Vehicle Hours	136,243			136,243	4,196		1,065		5,261	141,504	9,935	151,439	S-10
Vehicle Service Hours	131,412			131,412	4,047		1,027		5,074	136,486	9,162	145,648	S-10
Unlinked Passengers	2,972,151			2,972,151	91,530		23,230		114,760	3,086,911	23,443	3,110,354	S-10
Passenger Revenue	2,237,850			2,237,850	68,917		17,491		86,408	2,324,258	12,859	2,337,117	F-10
Aux. Rev/Local Subs.	0			-					0	0	0	-	F-10
Op. Cost Less Depr.	23,589,401			23,589,401	726,457		184,370		910,827	24,500,228	836,490	25,336,718	F-30
Full Time Equiv Employees	124			124					0	124	9	133	R-10
Active Vehicles	58			58					0	58	8	66	S-10
Peak Vehicles	43			43					0	43	6	49	S-10
DAR Seat Capacity				-					0	0	17	17	A-30
Base Fare	\$ 1.00										\$ 0.75		
Effective Date	1/1/2010										1/1/2008		

1- "Included Dial - A - Ride" only includes operations that historically have been included in the FAP calculations.

2-a- Agencies that have Proposition A 5% of 40% Incentive Funds for their Sub-regional Paratransit program, please insert data here.

2-b- Please Describe 2a:

Dial-A-Ride/E&H

**EZ Pass Data included above:**

Revenue	73,049
Unlinked Passengers	85,940

**Table L - 6**  
**PERFORMANCE AUDIT FOLLOW-UP**  
**OF RECOMMENDATIONS FROM THE LAST**  
**COMPLETED PERFORMANCE AUDIT**  
**FY 16-18**

<b>PERFORMANCE AUDIT RECOMMENDED ACTIONS</b>	<b>OPERATOR PROGRESS TO DATE</b>
There were no audit recommendations in the most recent TDA Performance Audit	N/A

**Table L - 7  
CAPITAL PROJECT SUMMARY**

## FY 2020

Project Name	Funding Source Federal	State Local	Total Project Cost
CNG Fueling Facility	\$ 2,616,800	\$ 2,894,200	\$ 5,511,000
Fleet Replacement (18)	\$ 10,446,000	\$ 3,407,000	\$ 13,853,000
Tire Lease	\$ 200,000		\$ 200,000
Ongoing Preventative Maintenance	\$ 2,500,000		\$ 2,500,000
Ongoing Bus Service Equipment	\$ 400,000	\$ 80,000	\$ 480,000
Engines/Couplings			
Drive Motors, Inverters, etc.			
ITS Project (AVL/CAD ITS and Scheduling/Ops Management Software)	\$ 1,608,400	\$ 2,602,221	\$ 4,210,621
Bus Signal Priority		\$ 843,000	\$ 843,000

## FY 2021

Project Name	Funding Source Federal	State Local	Total Project Cost
Tire Lease	\$ 200,000		\$ 200,000
Ongoing Preventative Maintenance	\$ 3,000,000		\$ 3,000,000
Ongoing Bus Service Equipment	\$ 400,000	\$ 80,000	\$ 480,000
Engines/Couplings			
Drive Motors, Inverters, etc.			
Ongoing Facility Improvements	\$ 200,000	\$ 600,000	\$ 800,000
Bus Lifts			
Facility Sign Replacement			
Facility Camera System Upgrades			
Yard Improvements			
Electric Charging Station, Photovoltaic System and Battery Storage	\$ 1,163,785	\$ 3,150,000	\$ 4,313,785
Fleet Expansion (2)		\$ 1,650,000	\$ 1,650,000
Fleet Replacement (CNG) 14	\$ 7,840,000	\$ 1,960,000	\$ 9,800,000
Fleet Replacement (Electric) 2	\$ 1,800,000	\$ 450,000	\$ 2,250,000
Asset Management System/Inventory Maintenance Software	\$ 300,000	\$ -	\$ 300,000

## Attachment C

FY 2022

Project Name	Funding Source Federal	State Local	Total Project Cost
Tire Lease	\$ 200,000		\$ 200,000
Ongoing Preventative Maintenance	\$ 3,000,000		\$ 3,000,000
Fleet Expansion (7)		\$ 5,775,000	\$ 5,775,000
Fleet Replacement (CNG) 13	\$ 7,280,000	\$ 1,820,000	\$ 9,100,000
Fleet Replacement (Electric) 4	\$ 3,200,000	\$ 800,000	\$ 4,000,000
Ongoing Bus Service Equipment	\$ 400,000	\$ 80,000	\$ 480,000
Engines/Couplings			
Drive Motors, Inverters, etc.			
Ongoing Facility Improvements	\$ 200,000	\$ 250,000	\$ 450,000

FY 2023

Project Name	Funding Source Federal	State Local	Total Project Cost
Tire Lease	\$ 200,000		\$ 200,000
Ongoing Preventative Maintenance	\$ 3,000,000		\$ 3,000,000
Ongoing Bus Service Equipment	\$ 400,000		\$ 480,000
Engines/Couplings			
Drive Motors, Inverters, etc.			
Fleet Expansion (21)		\$ 17,325,000	\$ 17,325,000
Ongoing Facility Improvements	\$ 200,000	\$ 150,000	\$ 350,000
Yard Improvements			

THESE TABLES SHOULD MATCH THE TIP SHEETS