



GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

Council Chamber at City Hall
1700 W. 162nd Street, Gardena, California
Website: 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, February 25, 2020

Closed Session – 7:00 p.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 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.

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 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

Nikolas Escobar and Crystal Rodriguez

Robert E. Peary Middle School

B. INVOCATION

The Reverend Iki Tolu Taimi, Lead Pastor

Gardena Genesis Community Church

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

(1) Gardena Military Veteran Recognition to Honor Veteran Marilyn E. Rideaux, who served in the U.S. Air Force. She was chosen at the recommendation of Mayor Tasha Cerda
(To be accepted by Ms. Marilyn Rideaux)

(2) CERTIFICATES OF RECOGNITION to Commission, Committee, Council, and Board Appointees of The Honorable Council Member Dan Medina, for Dedicated Community Service

(a) Steve Sherman, Planning and Environmental Quality Commission

(b) Richard Luna, Human Services Commission

(c) Lucia Ordonez, Gardena Youth Commission

(d) Carlos Lifosjoe, Gardena Economic Business Advisory Council

(e) Moe Shemirani, Gardena Economic Business Advisory Council

(f) Tracy Solomon-Clark, Gardena Rent Mediation Board, Tenant Representative

(g) Gerlin E. Muñoz, Gardena Rent Mediation Board, Owner Representative

(h) Florence Bagsby, Gardena Rent Mediation Board, At-Large Representative

(i) Gail M. Laidoner, Gardena Beautification Committee

(To be accepted by Recipients)

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS (Continued)

A. PRESENTATIONS (Continued)

- (3) RESOLUTION OF COMMENDATION to The Honorable Dan Medina in Acknowledgement and Recognition of Distinguished Service to the City and Community of Gardena as a Gardena Council Member; and, Further, to Bestow upon Him the Title of Council Member Emeritus, effective in March 2020
(To be accepted by Council Member Medina)

B. PROCLAMATIONS

- (1) "Women's History Month," March 2020 ***(to be proclaimed only)***

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

B. CITY CLERK

- (1) Approval of Minutes
- (a) Gardena City Council Regular Meeting, February 11, 2020
- (2) Affidavit of Posting Agenda on February 21, 2020

C. CITY TREASURER

- (1) Approval of Warrants / Payroll Register
- (a) February 25, 2020

5. CONSENT CALENDAR (Continued)

D. CITY MANAGER

- (1) Personnel Report No. P-2020-4
- (2) SECOND READING: ORDINANCE NO. 1816: Amending Section 5.24.170 of the Gardena Municipal Code regarding Card Club Employee Work Permits
(Introduced by Mayor Pro Tem Kaskanian, February 11, 2020)
- (3) Approve Carnival Contract with Baque Bros Concessions/Classic Rides, Inc. for Carnival at Mas Fukai Park on April 17-19, 2020
- (4) Ratify Administrative Approval of the Elderly Nutrition Program Contract ENP162006 Amendment Five
- (5) Ratify Administrative Approval of the Supportive Services Program Contract SSP192003 Amendment One
- (6) Approval of Contract for Refurbished Dual and Mono Inverters with PSI Repair Services Inc., for a Contract total of \$590,000

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. February 18, 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**

B. COMMUNITY DEVELOPMENT – **No Items**

C. ELECTED & ADMINISTRATIVE OFFICES – **No Items**

D. GENERAL SERVICES

- (1) Approve Purchase Order to Altec Industries, Inc. for an Altec Model LR7-60E70 Articulating Aerial Device (insulated) Tree Truck in the amount of \$181,062.00 and a 2019 Vermeer BC1000XL-49 – 12” brush chipper with 49 HP Tier 4F Engine in the amount of \$42,608.86 for Public Works Maintenance Equipment Purchase, JN 954

Staff Recommendation: Approve Purchase Order

8. DEPARTMENTAL ITEMS (Continued)

E. POLICE – *No Items*

F. RECREATION & HUMAN SERVICES

- (1) Authorization to Execute a Three-Year Professional Services Agreement with CivicRec/CivicPlus

Staff Recommendation: Authorize Agreement

- (2) Approval of the Fourth of July Fireworks Contract between the City of Gardena and Pyro Spectaculars Inc.

Staff Recommendation: Approve Contract

G. TRANSPORTATION – *No Items*

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

10. ANNOUNCEMENTS

11. REMEMBRANCES

Mr. Robert 'Bob' Lehman Bacharach, 79 years old, beloved husband of Mrs. Jackie Bacharach, Executive Director of the South Bay Cities Council of Governments; and **Mrs. Margie L. Smith**, 85 years of age, resident of Gardena for over 49 years

12. ADJOURNMENT

The Gardena City Council will adjourn to a Regular City Council Meeting, at 7:00 p.m., on Tuesday, March 10, 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 21st day of February, 2020

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

GARDENA MILITARY VETERAN RECOGNITION

HONORING

MARILYN E. RIDEAUX

(selected by Mayor Tasha Cerda)

Ms. Rideaux is a long-time resident of Gardena.

Military Service:

Ms. Rideaux joined the U.S. Air Force on December 14, 1977, and served until honorably discharged on November 13, 1983, at the rank of Staff Sergeant E5.

During her service, due to her extensive training, she held several specialty titles:

- Training Technician (2 years, 4 months)
- Education Specialist (1 year, 1 month)
- Inventory Management Specialist (2 years, 3 months)

She served with the following units:

- Military Airlift Command – Travis Air Force Base, California
- Air Force Systems Command – Los Angeles, California
- Tactical Airlift Command – Nellis Air Force Base, Nevada

She also participated in the invasion of Lebanon–Grenada by United States military forces in 1983.

For Ms. Rideaux's military service, she was awarded the following:

- Air Force Good Conduct Medal
- Air Force Longevity Service Award
- Air Force Training Ribbon

Certificate of Recognition

presented to

STEVE SHERMAN

*In official acknowledgment and genuine appreciation of over 11 years
of exemplary, dedicated community leadership and service as*

**Member / Vice-Chair
PLANNING AND ENVIRONMENTAL
QUALITY COMMISSION**


*We, the Mayor and Members of the City Council of the City of Gardena, do hereby deem it a distinct honor
and pleasure to commend you for your efforts and to extend sincere best wishes
for good health, happiness, and well-deserved success in all future endeavors.*


Presented this twenty-fifth day of February, 2020


Mayor Tashia Cerda


Councilmember Dan Medina


Councilmember Mark E. Henderson


Councilmember Rodney G. Tanaka


Councilmember Art Kaskanian

Certificate of Recognition

presented to

RICHARD LUNA

*In official acknowledgment and genuine appreciation of over 14 years
of exemplary, dedicated community leadership and service as a*

**Member
HUMAN SERVICES COMMISSION.**

*We, the Mayor and Members of the City Council of the City of Gardena, do hereby deem it a distinct honor
and pleasure to commend you for your efforts and to extend sincere best wishes for
good health, happiness, and well-deserved success in all future endeavors.*

Presented this twenty-fifth day of February, 2020


Mayor Tasha Cerda


Councilmember Dan Medina


Councilmember Mark E. Henderson


Councilmember Rodney G. Tanaka


Councilmember Art Kaskanian

Certificate of Recognition

presented to

LUCIA ORDONEZ

*In official acknowledgment and genuine appreciation of two years
of exemplary, dedicated community leadership and service as a*

Member
GARDENA YOUTH COMMISSION.

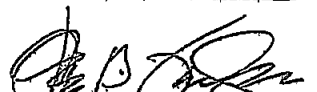
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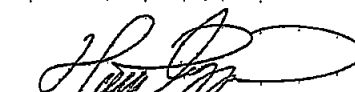
Presented this twenty-fifth day of February, 2020


Mayor Tasha Cerda


Councilmember Dan Medina


Councilmember Mark E. Henderson


Councilmember Rodney G. Tanaka


Councilmember Art Kaskanian

Certificate of Recognition

presented to

CARLOS LIFOSJOE

*In official acknowledgment and genuine appreciation of over two years
of exemplary, dedicated community leadership and service as a*

**Member
GARDENA ECONOMIC BUSINESS
ADVISORY COUNCIL**

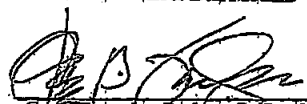
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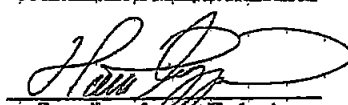
Presented this twenty-fifth day of February, 2020


Mayor Tasha Cerda


Councilmember Dan Medina


Councilmember Mark E. Henderson


Councilmember Rodney G. Tanaka


Councilmember Art Kaskanian

Certificate of Recognition

presented to

MOE SHEMIRANI

*In official acknowledgment and genuine appreciation of over two years
of exemplary, dedicated community leadership and service as a*

**Member of
GARDENA ECONOMIC BUSINESS
ADVISORY COUNCIL**

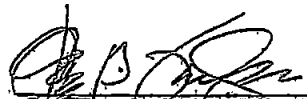
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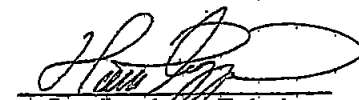
Presented this twenty-fifth day of February, 2020


Mayor Tasha Cerda


Councilmember Dan Medina


Councilmember Mark E. Henderson


Councilmember Rodney G. Tanaka


Councilmember Art Kaskanian

Certificate of Recognition

presented to

TRACY SOLOMON-CLARK

*In official acknowledgment and genuine appreciation over one year
of exemplary, dedicated community leadership and service as a*

Member

Tenant Representative

GARDENA RENT MEDIATION BOARD

*We, the Mayor and Members of the City Council of the City of Gardena, do hereby deem it a distinct honor
and pleasure to commend you for your efforts and to extend sincere best wishes for
good health, happiness, and well-deserved success in all future endeavors.*

Presented this twenty-fifth day of February, 2020


Mayor Tasha Cerda


Councilmember Dan Medina


Councilmember Mark E. Henderson


Councilmember Rodney G. Tanaka


Councilmember Art Kaskanian

Certificate of Recognition

presented to

GERLIN E. MUÑOZ

*In official acknowledgment and genuine appreciation over two years
of exemplary, dedicated community leadership and service as a*

Member

Owner Representative

GARDENA RENT MEDIATION BOARD

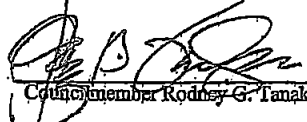
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Presented this twenty-fifth day of February, 2020


Mayor Tasha Cerda


Councilmember Dan Medina


Councilmember Mark E. Henderson


Councilmember Rodney G. Tanaka


Councilmember Art Kaskanian

Certificate of Recognition

presented to

FLORENCE BAGSBY

*In official acknowledgment and genuine appreciation over 12 years
of exemplary, dedicated community leadership and service as a*

Member

At-Large Representative

GARDENA RENT MEDIATION BOARD

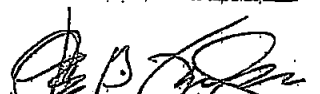
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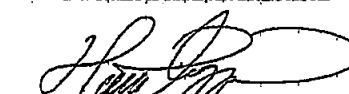
Presented this twenty-fifth day of February, 2020


Mayor Tasha Cerda


Councilmember Dan Medina


Councilmember Mark E. Henderson


Councilmember Rodney G. Tanaka


Councilmember Art Kaskanian

Certificate of Recognition

presented to

GAIL M. LAIDONER

*In official acknowledgment and genuine appreciation of over ten years
of exemplary, dedicated community leadership and service as a*

**Member of
GARDENA BEAUTIFICATION
COMMITTEE**

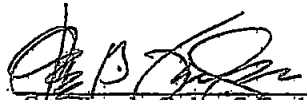
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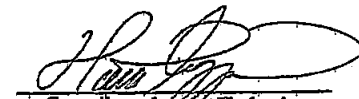
Presented this twenty-fifth day of February, 2020


Mayor Tasha Cerda


Councilmember Dan Medina


Councilmember Mark E. Henderson


Councilmember Rodney G. Tanaka


Councilmember Art Kaskanian



RESOLUTION

OF COMMENDATION

WE the Mayor and Members of the City Council of the City of Gardena, California, do hereby declare and resolve as follows:

WHEREAS, The Honorable Dan Medina is known and recognized as a prominent elected official, civic leader, and dedicated citizen of this community; and the closure of his municipal service is respectfully acknowledged by the officials, employees, and citizenry of Gardena; and

WHEREAS, Mr. Medina has served the City of Gardena with great loyalty in the position of Council Member, first elected in November 2008, followed by his re-election as a Council Member in two succeeding municipal elections, resulting in over eleven years of notable City leadership; and

WHEREAS, during his time of service, Dan Medina has consistently strived to protect City services, has given strong support of the City's vision for the future, and is to be highly commended for his work with his Council colleagues and City Staff during his tenure as a member of the City Council to restore and continue the City's economic vitality; and

WHEREAS, he was selected by his Council colleagues to Chair the City's Gardena Beautification Committee and, in addition to his municipal service as a member of the Gardena City Council, Mr. Dan Medina is serving with distinction as a Trustee on the Board of the Greater Los Angeles County Vector Control District, which includes serving as the President of the District's Mobile Science and Vector Education Foundation; and further, has represented the City as its delegate (and Past Chair) on the Board of the South Bay Cities Council of Governments [SBCCOG], also representing SBCCOG on the Energy/Environment, and Transportation Committees and the District Evaluation Subcommittee of the Southern California Association of Governments [SCAG] and on the Metro South Bay Service Council. He has also been Gardena's delegate to the West Basin Water Association, as well as the City's alternate delegate to County of Los Angeles Sanitation District No. 5; and the Centinela Youth Services. Additionally, for three terms, Mr. Medina has represented the cities of Hawthorne, Inglewood, and Gardena on the SCAG District 28 Regional Council; and

WHEREAS, as a long-time resident, Dan Medina is a very familiar face in our community, who has served as President and held other leadership positions in countless local service organizations, including the Gardena Valley Lions Club, the Carson-Gardena-Dominguez Rotary Club, the Gardena-Carson Family YMCA, the Gardena Cinco de Mayo Festival Committee, the Kiwanis Club of Gardena Valley, the Gardena Valley Democratic Club, and the Mexican-American Democratic Club which is based in Gardena; and

WHEREAS, in conclusion, we are pleased to bestow the title of Council Member Emeritus upon The Honorable Dan Medina, effective March 2020, in recognition of his outstanding years of service to the citizens of Gardena, California. His unselfish commitment to public service, as well as his personal and professional interest in the growth and progress of this community and its inhabitants, are deserving of public recognition and tribute.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, that official commendation, together with sincere appreciation, are hereby extended to

DAN MEDINA

on behalf of the officials, employees, and citizens of this City, all of whom join in wishing him good health, much happiness, and success in all his future endeavors.

This Resolution of Commendation is respectfully passed, approved, and adopted at the City of Gardena, California, this twenty-fifth day of February, 2020.

Tasha Cerda
Mayor Tasha Cerda

Art Kaslomanian
Councilmember Art Kaslomanian

Mark E. Henderson
Councilmember Mark E. Henderson

Rodney G. Tanaka
Councilmember Rodney G. Tanaka

TO BE PROCLAIMED ONLY

“ WOMEN’S HISTORY MONTH ”

— MARCH 2020 —

in 1987, Congress established March to be “Women’s History Month” to recognize the achievements of American woman of every race, class, and ethnic background that have made historic contributions to the growth and strength of our Nation.

The Women’s History Month theme for 2020 is

“ Valiant Women of the Vote. ”

This theme is to honor the brave women who fought to win suffrage rights for women, and for the women who continue to fight for the voting rights of others.

Therefore, I, Tasha Cerda, Mayor of the City of Gardena, California, hereby proclaim the month of MARCH 2020, to be

“ WOMEN’S HISTORY MONTH ”

in the City of Gardena and encourage all citizens to recognize and honor the spirit, leadership, and vital and enduring contributions of women in our community, in California, and throughout our Nation.

**MINUTES
Regular Meeting of the
City of Gardena City Council
Tuesday, February 11, 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, February 11, 2020, in the Council Chamber of City Hall, 1700 West 162nd Street, Gardena, California; Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Tasha Cerda; Mayor Pro Tem 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 present.

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 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

Mayor Cerda reconvened the meeting to the Regular Open Session at 7:49 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

Miranda Giron and Chris Contreras led the Pledge of Allegiance. Miranda and Chris are students at Pacific Lutheran Junior/Senior High School. Miranda and Chris were chosen to lead the Pledge of Allegiance because they are Officers on Pacific Lutheran's Student Council. They introduced their family and thanked the Council for inviting them to lead the Pledge of Allegiance.

3. PLEDGE OF ALLEGIANCE & INVOCATION (Continued)

B. INVOCATION

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

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

- (1) Gardena Military Veteran Recognition to Honor Veteran Mr. Adolphus Tate Jr., who served in the U.S. Army. *Council Member Medina spoke, saying some kind words and reminding every one of the dedicated sacrifices from our Vietnam Veteran and thanked Mr. Tate Jr. for his military service. Then Mayor Cerda read a brief Biography and Mr. Tate Jr., was presented with a City of Gardena Veterans Commemorative Coin. Mr. Tate Jr. was given an opportunity to speak, he introduced his family, and appropriate photos were taken.*

B. PROCLAMATIONS

- (1) "BLACK HISTORY MONTH," February 2020
- *was proclaimed by Mayor Cerda*

C. APPOINTMENTS – *No Appointments were made*

- (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

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, January 28, 2020
- (2) Approved: Affidavit of Posting Agenda on February 7, 2020

C. CITY TREASURER

- (1) Approved: Warrants / Payroll Register
- (a) February 11, 2020: Wire Transfer: 11851-11859; Prepay: 157562-157567; Check Nos. 157568-157732- for a total Warrants issued in the amount of \$1,120,241.24; Total Payroll Issued for January 31, 2020: \$1,683,324.00

5. CONSENT CALENDAR (Continued)

D. CITY MANAGER

- (1) **Approved:** Personnel Report No. P-2020-3
- (2) **Approved:** ORDINANCE NO. 1811, Enacting a Transactions and Use Tax (Sales Tax) to be Administered by the Department of Tax and Fee Administration, Subject to Adoption by the Electorate (Introduced by Council Member Rodney G. Tanaka, November 26, 2019)

ORDINANCE NO. 1811

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ENACTING A TRANSACTIONS AND USE TAX (SALES TAX) TO BE ADMINISTERED BY THE DEPARTMENT OF TAX AND FEE ADMINISTRATION, SUBJECT TO ADOPTION BY THE ELECTORATE

- (3) **Approved:** Acceptance of Projects and Notice of Completion
Normandie Avenue Street Improvement, Redondo Beach Blvd., to Artesia Blvd.,
JN 920 All American Asphalt
- (4) **Approved:** Funding Agreement Between the Los Angeles County Metropolitan Transportation Authority (Metro) and the City of Gardena for Metro ExpressLanes Direct Allocation Funds for Incremental Transit Service Program
- (5) **Approved:** Ratify Administrative Approval of the Elderly Nutrition Program Contract ENP 162006 Amendment Four

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

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

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. FEBRUARY 4, 2020, MEETING – *Meeting Cancelled*

ORAL COMMUNICATIONS

- (1) Ms. Cheral Sherman, Vice-President, Friends of Gardena Willows Wetland Preserve: gave miscellaneous news and updates regarding the Preserve. Also, she spoke about ways the public can assist the Preserve with their fund-raising efforts. Ms. Sherman invited everyone to visit the Preserve.

8. DEPARTMENTAL ITEMS

A. ADMINISTRATIVE SERVICES – No Items

8. DEPARTMENTAL ITEMS (Continued)

B. COMMUNITY DEVELOPMENT

(1) PUBLIC HEARING: Adoption of the 2019 California State Building Code with Local Amendments

- (a) ORDINANCE NO. 1815, Repealing Chapter 15.04 of the Gardena Municipal Code and Adopting a New Chapter 15.04 that Adopts by Reference the 2019 California Building Standards Code with Amendments, Except Part 9, and Readopts Section 15.04.020 Relating to Fees (Introduced by Council Member Dan Medina, January 14, 2020)

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 STATE BUILDING STANDARDS CODE, WITH AMENDMENTS, EXCEPT PART 9, AND READOPTS SECTION 15.04.020 RELATING TO FEES

- (b) RESOLUTION NO. 6424, Setting Forth Findings for Required Amendments to the 2019 California State Building Code Relative to Local Climatic, Topographic and Geologic Conditions

APPLICANT: City of Gardena

RESOLUTION NO. 6424

A RESOLUTION OF THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, SETTING FORTH FINDINGS FOR REQUIRED AMENDMENTS TO THE 2019 CALIFORNIA STATE BUILDING CODE RELATIVE TO LOCAL CLIMATIC, TOPOGRAPHIC AND GEOLOGIC CONDITIONS

City Manager Osorio presented the Staff Report for both Items 8.B.(1) (a) Item 8.B.(1) (b).

Mayor Cerda opened the Public Hearing at 8:12 p.m. and asked for any comments. No comments were made by the public. At 8:13 p.m., the Public Hearing was closed.

There was a discussion regarding the color of paint on buildings, and if it would fall under this Ordinance. City Manager Osorio responded that it does not, that would fall under aesthetics, and we would need to adopt another Ordinance for that type of use.

It was moved by Council Member Medina, seconded by Mayor Pro Tem Kaskanian, and carried by the following roll call vote to Adopt Ordinance No. 1815:

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

It was moved by Council Member Tanaka, seconded by Council Member Medina, and carried by the following roll call vote to Adopt Resolution No. 6424:

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

8. DEPARTMENTAL ITEMS (Continued)

C. ELECTED & ADMINISTRATIVE OFFICES

- (1) FIRST READING: ORDINANCE NO. 1816, Amending Section 5.24.170 of the Gardena Municipal Code regarding Card Club Employee Work Permits (Introduced by Mayor Pro Tem Kaskanian)

ORDINANCE NO. 1816

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY COUNCIL
OF THE CITY OF GARDENA, CALIFORNIA, AMENDING
SECTION 5.24.170 OF THE GARDENA MUNICIPAL CODE
REGARDING CARD CLUB EMPLOYEE WORK PERMITS

City Manager Osorio presented the Staff Report.

There was a discussion which included Mayor Cerda, Council Members, City Manager Osorio, and City Attorney Vasquez regarding recent amendments to State law (AB 649) which now allows persons who are 18 to 20 years of age to work in card clubs without a work permit provided they do not perform any duties on the floor of the gambling establishment or in connection with the playing of card games. It was also stated that these positions would be exempt from paying work permit fees and the casino would be responsible for doing background checks, as well as monitoring them, if they were to work on the floor.

Ordinance No. 1816 was introduced by Mayor Pro Tem Kaskanian.

D. GENERAL SERVICES – No Items

E. POLICE

- (1) RESOLUTION NO 6432, Approving the Acceptance and Award from the State of California Department of Justice, Office of the Attorney General, Tobacco Law Enforcement Program in the Amount of \$74,817.00

RESOLUTION NO. 6432

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GARDENA, CALIFORNIA, APPROVING THE ACCEPTANCE AND
AWARD FROM THE STATE OF CALIFORNIA DEPARTMENT OF
JUSTICE, OFFICE OF THE ATTORNEY GENERAL, TOBACCO
LAW ENFORCEMENT PROGRAM IN THE AMOUNT OF
\$74,817.00

City Manager Osorio presented the Staff Report.

There was a discussion which included Mayor Cerda, Council Members, City Manager Osorio, and Police Chief Saffell regarding who applied for grant, if the amount set forth was the amount applied for, how much would be used in working with community-based organizations and if this grant would assist us with educational programs regarding vaping. City Manager Osorio indicated that our Police Department applied for the grant, the amount received is the amount applied for, and about \$8,400 would be used for working with the community. Police Chief Saffell then stated that we partner with ADAAP, GDAAP and BHS to help educate the public. He continued to say that it would also help pay the officers to be at the training, and that the enforcement is in the City of Gardena. Mayor Cerda then asked about the vaping event that was recently held, and Police Chief Saffell indicated that it went very well.

8. DEPARTMENTAL ITEMS (Continued)

E. POLICE (Continued)

- (1) RESOLUTION NO 6432, Approving the Acceptance and Award from the State of California Department of Justice, Office of the Attorney General, Tobacco Law Enforcement Program in the Amount of \$74,817.00 (Continued)

It was moved by Council Member Tanaka, seconded by Council Member Medina, and carried by the following roll call vote to Adopt Resolution No. 6432:

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

Noes: None

Absent: None

F. RECREATION & HUMAN SERVICES – No Items

G. TRANSPORTATION – No Items

9. COUNCIL ITEMS, DIRECTIVES & REMARKS

A. COUNCIL ITEMS – No Items

B. COUNCIL DIRECTIVES

All Council Members:

- (1) On behalf of the full Council, Mayor Pro Tem Kaskanian asked if they could get a complete, detailed report regarding the grant application services that had been provided by California Consulting. Council Member Henderson seconded the directive.

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) Memo, status update regarding State Legislature vote on AB881 ADUs and AB66 Jr. ADUs;
- (2) Memo, status update regarding California Consulting;
- (3) Memo, status update regarding Mayor Cerda's previous directive regarding Johnson Park lighting;
- (4) Memo, status update regarding overgrown trees at the Willows Preserve;
- (5) Memo, status update regarding Chase Bank property;
- (6) "Coffee with a Cop", Tuesday, 03/10/2020, from 8:00 a.m. to 10:30 p.m., at McDonalds restaurant located on Artesia, Gardena;
- (7) Homeless update, Saturday, 04/25/2020, from 10:00 a.m. to 12:00 p.m., at Nakaoka Community Center; and
- (8) A video presentation by Stephany Santin, Director of Recreation and Human Services, of the Free Shredding Event for Gardena Residents that took place on Saturday, 02/1/2020, at Gardena City Hall on the Civic Center Lawn.

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

- (1) MAYOR PRO TEM KASKANIAN – He attended the Candidates Forum at Rowley Park on February 6 and thanked the Torrance League of Women Voters for putting the event together. On February 9 he attended the Elks Lodge 66th Birthday Breakfast event and congratulated them. On the same day, he attended the Armenian Sisters' Academy's 35th Anniversary dinner and said it was a successful event.
- (2) COUNCIL MEMBER TANAKA – He said he pretty much attended the same events as Mayor Pro Tem Kaskanian. He said the birthday breakfast at the Elks Lodge is always a good thing and congratulated them, as well. He said the Candidates Forum was interesting and well attended and thanked the Torrance League of Women Voters, Rowley Park's Homeowners Association, and all the City employees who worked diligently to provide the Forum.
- (3) COUNCIL MEMBER HENDERSON – He attended the Biz Fed Responsible Governance and Fiscal Accountability Committee Meeting. He attended the Business and Entrepreneurship and Technology Academy (BETA) mixer at Narbonne High School. He was invited to the SEIU 2015's Lunar Celebration dinner. He stated he did his community visits and has also attended the Candidates Forum and thanked the Community for coming out. He shared there was filming happening in the City.
- (4) MAYOR CERDA – Since the last Council Meeting, she also attended the BETA event held at Narbonne High School. She shared that they spoke about advantages of networking and playing ice breaker games. She attended a funeral service for a local Minister, Pastor Hurlon Futrel. She attended a repast for a resident, Miguel Bermudez, held at the Elks Lodge. She attended the Candidates Forum at Rowley Park and shared that it was a nice turnout. She clarified some statements that 4,000 condos were not coming to Gardena, that the City was not on the verge of bankruptcy, there are no new plans for the U-Haul location on the corner of Rosecrans and Van Ness Avenues, and that our previous City Manager Mitch Lansdell and previous Mayor Paul Tanaka, were responsible for getting Gardena out of the 26 million dollar debt. She encouraged everyone to fact check her if unsure or would like to follow up. She commented that it would be a good idea to have the Vape seminar extended out to the Neighborhood Watch Meetings.
- (5) COUNCIL MEMBER MEDINA – He clarified some statements that were made by candidates at the recent Forum. He said that they claim that we do not address problems on Rosecrans Avenue but, in fact, we spent 22 million dollars to revamp Rosecrans Ave. from Vermont Ave. to Crenshaw Blvd. He said that our Public Works people work diligently to get work done not only on the north side of Gardena but the south side, as well. He shared that 16 cities were told about grants available through SCAG, but only three cities: Gardena, Inglewood, and Hawthorne, applied for a grant. He asked the candidates to do their homework. He attended the Vector Control conference in San Diego where he learned more about mosquitoes, ticks, pigs, and hogs. He asked everyone to please empty out any standing water. He delivered seven birthday cakes to convalescent homes. He shared that one of the ladies who turned 103 years old thought it was solely for her birthday but ended up sharing it with everyone. He said he was proud that he had a meeting with the principal of Gardena High School and received a green bracelet which was given to those who had 100 days of perfect attendance.

10. ANNOUNCEMENTS

Mayor Cerda announced:

- (1) Candidates Forum for the City of Gardena's March 3, 2020 Election is scheduled for February 13, 2020, at 6:00 p.m., at the Nakaoka Community Center, 1670 W. 162nd Street, Gardena.

11. REMEMBRANCES

Mr. Kenneth L. Dixon, 62 years of age, beloved father of Recreation Leader I Kendra Dixon of the City of Gardena Recreation and Human Services Department and the beloved husband of former City of Gardena employee Deborah Dixon who worked in the Human Resources Division; Mrs. AnnaBella Lillie Ward, 96 years old, long-time resident of the Gardena area, who loved to shop in Gardena and be involved in Gardena activities, and all the grandchildren she raised attended Gardena schools; Mr. Michael Doerschel, 50 years old, the beloved son of Mrs. Sheila Doerschel, who is a long-time Gardena resident and businesswoman, as well as a member of COPCAP and the Gardena Valley Lions Club; Mrs. Linda Platas, age 55 years, the beloved Step-Mother of Customer Service Clerk I Sarah Platas, with the City of Gardena Transportation Department; Ms. Diane Hill, 62 years old, beloved sister of Bus Operator Tonya Hill, with the City of Gardena Transportation Department; and The Honorable Council Member Emeritus Gwendolyn Joyce Duffy, 97 years old, long-time resident of Gardena; the first woman to be elected to the Gardena City Council, serving the City in that capacity from April 1982 until March 1999; and honored on the City's Wall of Fame in 2001. She was a member of the VFW Ladies Auxiliary, Gardena Emblem Club, Gardena Valley Friends of the Library, the Gardena-Carson Family YMCA Board of Directors, the former YWCA of Gardena Valley, the Gardena Sister City Association, and Gardena Drug and Alcohol Abuse Prevention (G-DAAP), to name a few. She also chaired the former Gardena WeTIP Committee. Additionally, she was the recipient of numerous local, state, and international awards for her dedicated service which focused on family, youth, education, community, and good government.

12. ADJOURNMENT

At 8:56 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the next regular City Council Meeting, at 7:00 p.m., on Tuesday, February 25, 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

MEMORANDUM

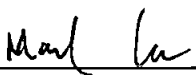
TO: Honorable Mayor and City Council
FROM: Treasurer's Department
DATE: February 21, 2020
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

(a) February 25, 2020 TOTAL WARRANTS ISSUED: \$2,167,095.82

Wire Transfer: 11860-11864
Prepay: 157733
Check Numbers: 157734-157921
Checks Voided:

Total Pages of Register: 19

February 14, 2020 TOTAL PAYROLL ISSUED: \$1,584,443.32

for: 

J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

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Voucher List
CITY OF GARDENA

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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11860	2/12/2020	104058 ADMINISURE INC.	021220		WORKERS' COMP CLAIMS	19,355.34
					Total :	19,355.34
11861	2/4/2020	303348 EMPLOYMENT DEVELOPMENT, DEPARTMENT	JAN-SEP 2019		SUI FOR JANUARY-SEPTEMBER 2019	20,633.30
					Total :	20,633.30
11862	2/19/2020	106110 ADVANCED BENEFIT SOLUTIONS, LLC	021920		HEALTH INSURANCE CLAIMS	109,487.76
					Total :	109,487.76
11863	2/19/2020	321408 U.S. POSTAL SERVICE	021920		TMX #259234 REPLENISH POSTAGE MI	6,000.00
					Total :	6,000.00
11864	2/19/2020	104058 ADMINISURE INC.	021920		WORKERS' COMP CLAIMS	36,323.84
					Total :	36,323.84
157733	2/13/2020	121850 U.S. POSTAL SERVICE	021120	034-00445	POSTAGE - RECREATION GUIDE SPRIN	5,000.87
					Total :	5,000.87
157734	2/25/2020	106086 ABC COMPANIES	3035598		GTRANS PARTS SUPPLIES	520.34
					Total :	520.34
157735	2/25/2020	108458 ADAMS, JAMIL	02/01-02/15/20		SPORTS SCOREKEEPER	91.00
					Total :	91.00
157736	2/25/2020	110544 ADAMS, JORDAN NICHOLAS	02/01-02/15/20		SPORTS SCOREKEEPER	104.00
					Total :	104.00
157737	2/25/2020	104058 ADMINISURE INC.	13051	023-01225	ADMINISURE CLAIMS ADMINISTRATION	11,340.00
					Total :	11,340.00
157738	2/25/2020	106110 ADVANCED BENEFIT SOLUTIONS, LLC	FEBRUARY 2020		HEALTH, DENTAL & LIFE INSURANCE	111,584.51
					Total :	111,584.51
157739	2/25/2020	101748 AFTERMARKET PARTS COMPANY LLC, THE	81937438		GTRANS AUTO PARTS	43.80
			81940404		GTRANS AUTO PARTS	14.26
			81964944	037-09848	GTRANS AUTO PARTS	161.00
			81987295	037-09848	GTRANS AUTO PARTS	82.68

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157739	2/25/2020	101748 AFTERMARKET PARTS COMPANY LLC, THE	(Continued)			
			81994300		GTRANS AUTO PARTS	27.92
			81994301	037-09848	GTRANS AUTO PARTS	644.23
			82004640	037-09848	GTRANS AUTO PARTS	181.70
			82008657	037-09848	GTRANS AUTO PARTS	147.56
			82008663	037-09848	GTRANS AUTO PARTS	322.63
					Total :	1,625.78
157740	2/25/2020	101338 ALCO TARGET COMPANY	68644		PD TRAINING SUPPLIES	374.93
					Total :	374.93
157741	2/25/2020	108625 ARAD OIL INC.	JANUARY 2020		CAR WASH	200.00
					Total :	200.00
157742	2/25/2020	110787 ARGUETA, MARILYN	5		INTERN SERVICES - FEBRUARY 2020	100.00
					Total :	100.00
157743	2/25/2020	106965 ASSA ABLOY ENTRANCE, SYSTEMS US INC.	SEI/01319886		COMMUNITY CENTER DOOR - CARRIA	1,551.46
					Total :	1,551.46
157744	2/25/2020	104687 AT&T	14168754		TELEPHONE~	263.75
			14168755		TELEPHONE~	357.53
			14169065		TELEPHONE - ALL DEPTS	7,001.91
			14171874		TELEPHONE~	609.89
			14216865		TELEPHONE~	33.47
			14216866		TELEPHONE~	85.65
			14216880		TELEPHONE~	33.47
			14216888		TELEPHONE~	33.47
			14216889		TELEPHONE~	86.72
			14237464		TELEPHONE~	389.67
			14261519		TELEPHONE~	219.56
					Total :	9,115.09
157745	2/25/2020	616090 AT&T	3103232408 02/01/20		TELEPHONE	909.57
					Total :	909.57
157746	2/25/2020	100474 AT&T LONG DISTANCE	011220		TELEPHONE	22.70

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157746	2/25/2020	100474 100474 AT&T LONG DISTANCE	(Continued)		Total :	22.70
157747	2/25/2020	100964 AT&T MOBILITY	287275680401X2012020		PD CELL PHONE ACCT #287275680401	180.76
			287275680780X2012020		PD CELL PHONE ACCT #287275680780	-85.80
			287275681023X2012020		PD CELL PHONE ACCT #287275681023	1,121.64
			287290395417X2102020		PD CELL PHONE ACCT #287290395417	446.38
					Total :	1,662.98
157748	2/25/2020	105377 BARTEL ASSOCIATES, LLC	20-080	023-01239	ACTUARIAL CONSULTING SERVICES -	2,136.00
					Total :	2,136.00
157749	2/25/2020	106568 BARTS CARTS INC.	50668		2020 FIVE STAR BUS ROADEO SUPPLII	195.00
					Total :	195.00
157750	2/25/2020	110190 BASNET FAMILY CHILD CARE	JANUARY 2020		CHILD CARE PROVIDER	4,416.00
					Total :	4,416.00
157751	2/25/2020	102135 BEHREND, KENT	00002036	023-01224	IT NETWORK SUPPORT	3,400.00
					Total :	3,400.00
157752	2/25/2020	108715 BOBBS, CINDY	JANUARY 2020		CHILD CARE PROVIDER	2,182.00
					Total :	2,182.00
157753	2/25/2020	110399 C.A. SHORT COMPANY	7023515		AWARDS & RECOGNITION SUPPLIES	671.54
					Total :	671.54
157754	2/25/2020	110537 CALIFORNIA CONSULTING, INC.	4088	039-00060	GRANT WRITING SERVICES-FEBRUAR	2,620.69
					Total :	2,620.69
157755	2/25/2020	103029 CALIFORNIA FENCE & SUPPLY	M3163IN		PARK MAINT SUPPLIES	58.91
					Total :	58.91
157756	2/25/2020	103489 CF UNITED LLC	144-H 010120-013120		CAR WASH - JANUARY 2020	120.00
					Total :	120.00
157757	2/25/2020	110953 CHAICHAN, SIRIPAT	PERMIT #16365		PERMIT DEPOSIT REFUND - 2335 W. 16	1,500.00
					Total :	1,500.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157758	2/25/2020	110605 CHANDLER ASSET MANAGEMENT	2001GARDENA	013-00027	INVESTMENT SERVICES - JANUARY 20	1,335.09
					Total :	1,335.09
157759	2/25/2020	108378 CHARLES E. THOMAS COMPANY INC.	55407	037-09850	DESIGNATED OPERATOR SERVICE	200.00
			55908	037-09850	GTRANS ENVIRONMENTAL TESTING F	301.36
					Total :	501.36
157760	2/25/2020	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY C/ JANUARY 2020			CHILD CARE PROVIDER	3,380.00
					Total :	3,380.00
157761	2/25/2020	110950 CITIZENS BUSINESS BANK ESCROW, #2612	JN 920-002		NORMANDIE AVE STREET IMPROVEME	750.00
					Total :	750.00
157762	2/25/2020	103465 COMMUNITY VETERINARY HOSPITAL	397764		VETERINARY SERVICES - AMIR ~	68.75
					Total :	68.75
157763	2/25/2020	103125 COMPLETE COACH WORKS	69032	037-09908	BUS #707 SERVICE CALL - DIAGNOSE I	4,401.77
					Total :	4,401.77
157764	2/25/2020	109913 COSTAR REALTY INFORMATION INC.	110746897-1		COSTAR SUITE - FEBRUARY 2020	995.94
					Total :	995.94
157765	2/25/2020	104152 CREATIVE BUS SALES, INC.	5191084		GTRANS AUTO PARTS	260.06
					Total :	260.06
157766	2/25/2020	103512 CRENSHAW LUMBER CO.	PERMIT #16336		PERMIT DEPOSIT REFUND - 16816 GR/	1,000.00
					Total :	1,000.00
157767	2/25/2020	109005 CRESPO, ERNIE	12/05-12/09		CALTIP TRAINING AND BOARD MEETIN	75.00
					Total :	75.00
157768	2/25/2020	103353 CRM COMPANY, LLC.	LA15023		SCRAP TIRE DISPOSAL FEE PASS	29.50
			LA15024		SCRAP TIRE DISPOSAL FEE PASS	29.50
					Total :	59.00
157769	2/25/2020	102228 DAILY BREEZE	0011338031		CLASSIFIED ADS - RESOLUTION NO. 6	456.25
			0011339533		CLASSIFIED ADS - SUMMARY OF ORD	245.00
			0011339544		CLASSIFIED ADS - SUMMARY OF ORD	225.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157769	2/25/2020	102228 DAILY BREEZE	(Continued) 0011339545 0011340516		CLASSIFIED ADS - SUMMARY OF ORD CLASSIFIED ADS - NOTICE TO CITY OF	190.00 435.00 Total : 1,551.25
157770	2/25/2020	100126 DATA BUSINESS SYSTEMS, INC.	1816		W2 & 1099 FORMS W/ENVELOPES	289.92 Total : 289.92
157771	2/25/2020	312558 DEPARTMENT OF ANIMAL CARE, & CONTROL	DECEMBER 2019	039-00061	MONTHLY HOUSING SERVICES - DECE	15,520.81 Total : 15,520.81
157772	2/25/2020	303459 DEPARTMENT OF JUSTICE	430723		FINGERPRINT APPS - JANUARY 2020	2,257.00 Total : 2,257.00
157773	2/25/2020	303377 DEPARTMENT OF TRANSPORTATION	SL200451		SIGNALS & LIGHTING - ARTESIA BLVD	1,144.04 Total : 1,144.04
157774	2/25/2020	312117 DEPARTMENT OF WATER & POWER	012420		LIGHT & POWER	97.35 Total : 97.35
157775	2/25/2020	104500 DOOLEY ENTERPRISES, INC	57505	035-00980	PD AMMUNITION SUPPLIES	7,380.88 Total : 7,380.88
157776	2/25/2020	104276 DREHS, LARRY W.	FEBRUARY 2020		MARTIAL ARTS INSTRUCTOR	569.00 Total : 569.00
157777	2/25/2020	110948 EGC FLOORING INC	013020		NCC IMPROVEMENT PROJECT ~	1,600.00 Total : 1,600.00
157778	2/25/2020	107690 ENLIGHTENMENT CHILD, DEVELOPMENT CEI	JANUARY 2020		CHILD CARE PROVIDER	4,061.00 Total : 4,061.00
157779	2/25/2020	106459 ENTERPRISE FM TRUST	FBN3860111 FBN3866843	023-01259 023-01259	ENTERPRISE LEASE - JANUARY 2020 ENTERPRISE LEASE - JANUARY 2020 -	6,279.06 8,159.27 Total : 14,438.33
157780	2/25/2020	103795 ESCALANTE FAMILY CHILD CARE	JANUARY 2020		CHILD CARE PROVIDER	6,987.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157780	2/25/2020	103795 ESCALANTE FAMILY CHILD CARE	(Continued)			Total : 6,987.00
157781	2/25/2020	107510 ESCALANTE, WENDY E.	JANUARY 2020		CHILD CARE PROVIDER	6,609.00
					Total :	6,609.00
157782	2/25/2020	109426 ESPINOSA, VANESSA	01/16-01/31/20 02/03-02/14/20		PROFESSIONAL SERVICES -CASE WO/ PROFESSIONAL SERVICES - CASE WC	1,470.00 1,008.00
					Total :	2,478.00
157783	2/25/2020	105650 EWING IRRIGATION PRODUCTS	8958294		TREE PROGRAM SUPPLIES	64.07
					Total :	64.07
157784	2/25/2020	110320 EYEDEAL INTERIORS INC	020620 CG906128/231/224	034-00447 034-00446	NCC IMPROVEMENT PROJECT -FLOOF NCC IMPROVEMENT PROJECT	14,997.50 8,514.80
					Total :	23,512.30
157785	2/25/2020	100055 FAIR HOUSING FOUNDATION	JANUARY 2020		CDBG CONSULTANT	1,758.07
					Total :	1,758.07
157786	2/25/2020	106129 FEDEX	6-900-41007		SHIPPING SERVICES	35.74
					Total :	35.74
157787	2/25/2020	108974 FLEX TECHNOLOGIES, INC.	05961		GTRANS AUTO SUPPLIES	42.00
					Total :	42.00
157788	2/25/2020	110683 FOBBS-HOLMAN, FAITH	JANUARY 2020		CHILD CARE PROVIDER	2,499.00
					Total :	2,499.00
157789	2/25/2020	107724 GARCIA, CLAUDIA CRISTINA	JANUARY 2020		CHILD CARE PROVIDER	9,844.00
					Total :	9,844.00
157790	2/25/2020	207133 GARCIA, NANCY C.	JANUARY 2020		CHILD CARE PROVIDER	6,342.00
					Total :	6,342.00
157791	2/25/2020	107030 GARDENA AUTO PARTS	109495 109496 109789		PW AUTO PARTS PW AUTO PARTS PW AUTO PARTS	31.12 36.57 18.09

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157791	2/25/2020	107030 107030 GARDENA AUTO PARTS	(Continued)		Total :	85.78
157792	2/25/2020	107005 GARDENA GLASS, INC.	62197		CITY HALL - 87 1/2X44 DUAL PANE	1,038.87
					Total :	1,038.87
157793	2/25/2020	107735 GARDENA NISSAN	NICS513027		2018 NISSN FRONTIER - MOUNT & BAL	120.94
					Total :	120.94
157794	2/25/2020	107011 GARDENA VALLEY NEWS, INC.	00092627		NOTICE OF PUBLIC HEARING - DECISI	331.22
					Total :	331.22
157795	2/25/2020	619005 GAS COMPANY, THE	020620		CNG FUEL - JANUARY 2020	466.87
					Total :	466.87
157796	2/25/2020	110916 GIGAVAC LLC	89967		GTRANS PARTS SUPPLIES	1,869.34
					Total :	1,869.34
157797	2/25/2020	110663 GLASER & ASSOCIATES, INC.	2019-741	037-09841	COMMUNICATION TRAINING FOR GTR	5,483.16
					Total :	5,483.16
157798	2/25/2020	619004 GOLDEN STATE WATER CO.	020620		WATER	3,988.00
					Total :	3,988.00
157799	2/25/2020	107850 GOVERNMENT FINANCE OFFICERS, ASSOCI/	0205372 2020		MEMBERSHIP DUES - D.RODRIGUEZ	150.00
					Total :	150.00
157800	2/25/2020	207520 GUALOTUNA, HUGO	020520		MEDICAL REIMBURSEMENT	2,750.00
					Total :	2,750.00
157801	2/25/2020	110435 GUERRERO, ANGELICA	JANUARY 2020		CHILD CARE PROVIDER	5,322.00
					Total :	5,322.00
157802	2/25/2020	110947 HAGGINS, MICHAEL	022720		CANDLELIGHT DINNER ENTERTAINME	200.00
					Total :	200.00
157803	2/25/2020	104017 HALO BRANDED SOLUTIONS INC.	4348080	037-09911	GTRANS PROMOTIONAL ITEMS	5,597.77
					Total :	5,597.77
157804	2/25/2020	110934 HARRISON, SAMUEL	RECEIPT #39833		REFUND - FUKAI PARK RESERVATION	100.00

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157804	2/25/2020	110934 110934 HARRISON, SAMUEL	(Continued)		Total :	100.00
157805	2/25/2020	108607 HENDERSON-BATISTE, TANEKA	JANUARY 2020		CHILD CARE PROVIDER	3,767.00
					Total :	3,767.00
157806	2/25/2020	108434 HOME DEPOT CREDIT SERVICES	4022710		PD PROGRAM SUPPLIES	283.02
					Total :	283.02
157807	2/25/2020	108430 HOME PIPE & SUPPLY	F19653		BLDG MAINT SUPPLIES	76.08
					Total :	76.08
157808	2/25/2020	105018 HOWARD, SR., BRIAN J.	02/01-02/15/20		SPORTS OFFICIAL	125.00
					Total :	125.00
157809	2/25/2020	109940 INCONTACT, INC.	INV23003	035-00973	ANNUAL MAINTENANCE RENEWAL - TE	8,146.00
					Total :	8,146.00
157810	2/25/2020	105513 INDUSTRIAL CLEANING SYSTEMS, INC.	38317		PW PROGRAM SUPPLIES	719.66
					Total :	719.66
157811	2/25/2020	110222 INTERAMERICAN MOTOR, LLC	110-225799		GTRANS AUTO PARTS	184.07
					Total :	184.07
157812	2/25/2020	109460 INTERNATIONAL BUSINESS INFO, TECH DBA 2433		035-00981	SOFTWARE, MANAGING EMPLOYEE TI	2,800.00
					Total :	2,800.00
157813	2/25/2020	109839 IZAGUIRRE, KIMBERLY	02/23-03/02		ANNUAL JAIL TRAINING	250.00
					Total :	250.00
157814	2/25/2020	110733 J & S PROPERTY MANAGEMENT AND, MAINTI 4568		037-09857	LANDSCAPE MAINTENANCE SERVICE	1,295.00
					Total :	1,295.00
157815	2/25/2020	210001 JAMISON, JACQUELYN	JANUARY 2020		CHILD CARE PROVIDER	2,457.00
					Total :	2,457.00
157816	2/25/2020	110785 JEAN-BAPTISTE, ARLENE	5		INTERN SERVICES - FEBRUARY 2020	100.00
					Total :	100.00
157817	2/25/2020	105226 JEKAL FAMILY CHILD CARE	JANUARY 2020		CHILD CARE PROVIDER	6,332.00

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157817	2/25/2020	105226 105226 JEKAL FAMILY CHILD CARE	(Continued)		Total :	6,332.00
157818	2/25/2020	109701 JONES, KEISHAUN	02/01-02/15/20		SPORTS SCOREKEEPER	78.00
					Total :	78.00
157819	2/25/2020	111016 KAISER FOUNDATION HEALTH PLAN	FEBRUARY 2020		HEALTH INSURANCE	246,408.61
					Total :	246,408.61
157820	2/25/2020	110456 KHAIRZADA FAMILY CHILD CARE	JANUARY 2020		CHILD CARE PROVIDER	4,309.00
					Total :	4,309.00
157821	2/25/2020	111045 KJ SERVICES	1784		USED OIL PROGRAM EXPENSE - JANU	382.50
					Total :	382.50
157822	2/25/2020	110677 KOFF & ASSOCIATES, INC	5814	023-01218	PROFESSIONAL SERVICES - JOB CLAE	6,672.00
			5931	023-01218	PROFESSIONAL SERVICES - JOB CLAE	417.00
					Total :	7,089.00
157823	2/25/2020	105900 KONECRANES, INC.	154244284		PREVENTATIVE MAINT & INSPECTION	525.00
					Total :	525.00
157824	2/25/2020	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR 20011303456		024-00587	TRAFFIC SIGNAL MAINT - HIGHWAY SA	1,361.36
					Total :	1,361.36
157825	2/25/2020	312039 L.A. COUNTY FIRE DEPARTMENT	C0009348	039-00057	FIRE PROTECTION SERVICES - MARCI	714,014.00
					Total :	714,014.00
157826	2/25/2020	112015 LACERDA, DALVANICE	JANUARY 2020		CHILD CARE PROVIDER	8,937.00
					Total :	8,937.00
157827	2/25/2020	102082 LACPCA	SAFFELL 04/01-04/03		REGISTRATION - 2020 SPRING CONFE	300.00
					Total :	300.00
157828	2/25/2020	110777 LEARN N PLAY FAMILY DAYCARE	JANUARY 2020		CHILD CARE PROVIDER	2,840.00
					Total :	2,840.00
157829	2/25/2020	112140 LESLIE'S POOL SUPPLIES INC.	00008-02-007088		POOL SUPPLIES	17.33
					Total :	17.33

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157830	2/25/2020	102376 LEXISNEXIS RISK SOLUTIONS	1328345-20200131		MONTHLY SUBSCRIPTION FEE~	737.94
					Total :	737.94
157831	2/25/2020	102233 LITTLE PEOPLE DAY CARE	JANUARY 2020		CHILD CARE PROVIDER	4,364.00
					Total :	4,364.00
157832	2/25/2020	112427 LOS ANGELES DODGERS LLC	2020-13970814	034-00441	2020 GARDENA DODGER DAY TICKETS	13,859.75
					Total :	13,859.75
157833	2/25/2020	112615 LU'S LIGHTHOUSE, INC.	01160486		GTRANS SHOP SUPPLIES	36.03
			01160507		GTRANS SHOP SUPPLIES	1,175.50
					Total :	1,211.53
157834	2/25/2020	114143 MAILFINANCE	N8112669		POSTAGE MAILING MACHINE LEASE	786.59
					Total :	786.59
157835	2/25/2020	105082 MAJESTIC LIGHTING, INC.	ML75747		SIGNS/SIGNALS SUPPLIES	28.12
			ML75775		SIGNS/SIGNALS SUPPLIES	153.22
			ML75964		SIGNS/SIGNALS SUPPLIES	32.69
			ML76309		SIGNS/SIGNALS SUPPLIES	1,773.90
			ML76324		SIGNS/SIGNALS SUPPLIES	18.72
			ML76341		SIGNS/SIGNALS SUPPLIES	163.70
			ML76407		BLDG MAINT SUPPLIES	1,317.07
			ML76408		BLDG MAINT SUPPLIES	-91.98
					Total :	3,395.44
157836	2/25/2020	113036 MANERI SIGN CO., INC.	40007110		SIGNS - 12"X24" "TOW-AWAY 1HR PARKING	111.70
					Total :	111.70
157837	2/25/2020	106544 MARINA SECURITY GATE &, ELECTRONICS	E20-7467		SERVICE CALL - REPAIR PW VEHICLE	473.05
					Total :	473.05
157838	2/25/2020	110306 MARIPOSA LANDSCAPES, INC	87830	024-00580	MEDIAN LANDSCAPE MAINTENANCE	6,000.41
					Total :	6,000.41
157839	2/25/2020	107951 MARK HANDLER & ASSOCIATES	JANUARY 2020	032-00045	BUILDING INSPECTION SERVICES	12,148.50
					Total :	12,148.50

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157840	2/25/2020	109292 MARTIN AUTO COLOR, INC.	2629687		GTRANS PARTS SUPPLIES	84.10
					Total :	84.10
157841	2/25/2020	107644 MARTINEZ, CHERYL NAOMI	JANUARY 2020		CHILD CARE PROVIDER	6,396.00
					Total :	6,396.00
157842	2/25/2020	104773 MARTINEZ, KAMBY	JANUARY 2020		CHILD CARE PROVIDER	6,970.00
					Total :	6,970.00
157843	2/25/2020	113064 MCMASTER-CARR SUPPLY COMPANY	29566016		GTRANS SHOP SUPPLIES	585.28
					Total :	585.28
157844	2/25/2020	110784 MD AUTOBODY	1071		GTRANS BUS REPAIRS	300.00
					Total :	300.00
157845	2/25/2020	110788 MERIDA, GABRIELA	5		INTERN SERVICES - FEBRUARY 2020	100.00
					Total :	100.00
157846	2/25/2020	110206 MICHELIN NORTH AMERICA, INC.	DA0042359929	037-09862	GTRANS' BUS TIRE LEASE SERVICES (5,797.72
					Total :	5,797.72
157847	2/25/2020	113295 MUNISERVICES, LLC	INV06-008053		SALES TAX AUDIT SERVICES FOR QTR	1,320.50
					Total :	1,320.50
157848	2/25/2020	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	442869		PROPANE GAS	409.26
					Total :	409.26
157849	2/25/2020	110949 MVP'S AUTO GLASS	2019-20		WINDSHIELD INSTALL - UNIT #45	350.00
					Total :	350.00
157850	2/25/2020	110001 NEOPOST	15975921		CC OFFICE SUPPLIES	252.90
					Total :	252.90
157851	2/25/2020	217425 NGUYEN, MICHAEL	013020		MEDICAL REIMBURSEMENT	2,700.00
					Total :	2,700.00
157852	2/25/2020	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	66903582		RANDOM DOT RECERT - D.SAN JOSE,	309.00
					Total :	309.00

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157853	2/25/2020	115168 OFFICE DEPOT	436706414		FINANCE OFFICE SUPPLIES	137.18
			437398094		PD OFFICE SUPPLIES	55.76
			438415798		PD OFFICE SUPPLIES	83.64
					Total :	276.58
157854	2/25/2020	111358 O'REILLY AUTO PARTS	370164		PW AUTO PARTS	220.77
			372330		PW AUTO PARTS	161.45
			376688		PW AUTO PARTS	29.86
			376826		PW AUTO PARTS	64.47
			376969		GTRANS AUTO PARTS	1,054.05
			377111		PW AUTO PARTS	52.49
			377196		GTRANS AUTO PARTS	40.39
			378057		GTRANS AUTO PARTS	27.02
			378059		GTRANS AUTO PARTS	190.97
			378086		PW AUTO PARTS	17.61
			378123		PW AUTO PARTS	120.03
			378353		GTRANS AUTO PARTS	29.26
			378354		GTRANS AUTO PARTS	40.41
			378393		PW AUTO PARTS	14.45
			378678		PW AUTO PARTS	6.29
			378890		PW AUTO PARTS	131.22
			378919		PW AUTO PARTS	9.95
					Total :	2,210.69
157855	2/25/2020	115430 ORION SAFETY PRODUCTS	00291289	035-00982	30 MIN SPIKELESS 1/4 GR	5,415.52
					Total :	5,415.52
157856	2/25/2020	115810 ORKIN PEST CONTROL	195276056		PEST CONTROL - ACCT #27336703	230.90
			195276076		PEST CONTROL - ACCT #27336703	230.90
					Total :	461.80
157857	2/25/2020	108382 OSORIO, CLINT	01/28-01/30		CSMFO 2020 ANNUAL CONFERENCE -	225.00
			02/04-02/07		LEAGUE OF CALIFORNIA CITIES CONF	225.00
			12/17-12/19		ATTORNEY GENERAL HEARING ON GA	75.00
					Total :	525.00
157858	2/25/2020	109890 OWUSU FAMILY CHILD CARE	JANUARY 2020		CHILD CARE PROVIDER	7,901.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157858	2/25/2020	109890 109890 OWUSU FAMILY CHILD CARE	(Continued)			Total : 7,901.00
157859	2/25/2020	110403 PENN RECORDS MANAGEMENT	0115680		OFF-SITE STORAGE SERVICES - JANU	51.00
					Total :	51.00
157860	2/25/2020	110925 PEREZ, MATHEW T.	DR #19-1743		RETURN MONEY BOOKED AS EVIDENC	227.90
					Total :	227.90
157861	2/25/2020	307103 PETTY CASH FUND	021020		REPLENISH UUT PETTY CASH	336.79
					Total :	336.79
157862	2/25/2020	105574 PINNACLE PETROLEUM, INC.	0212702	037-09859	87 OCTANE REGULAR UNLEADED CAF	26,170.43
			0212703	037-09859	87 OCTANE REGULAR UNLEADED CAF	26,090.11
					Total :	52,260.54
157863	2/25/2020	106092 PRUDENTIAL OVERALL SUPPLY	42487666	024-00592	CUSTODIAL SUPPLIES	1,452.97
			42487669		UNIFORM & SUPPLY RENTAL	429.60
			42487670		UNIFORM & SUPPLY RENTAL	114.64
			42487671		UNIFORM & SUPPLY RENTAL	96.23
			42487672		SUPPLY RENTAL - MATS - PD	91.60
			42487673		SUPPLY RENTAL - MATS - NCC	13.65
			42487674		SUPPLY RENTAL - MATS - CH	19.00
			42487675		SUPPLY RENTAL - MATS - HS	11.60
					Total :	2,229.29
157864	2/25/2020	108623 PUN GROUP LLP, THE	112348	023-01206	AUDIT SERVICES FY 2018-2019	10,000.00
					Total :	10,000.00
157865	2/25/2020	110542 RAMIREZ, ISAAC	02/01-02/15/20		SPORTS SCOREKEEPER	195.00
					Total :	195.00
157866	2/25/2020	101804 RDO EXCH 80-5800	P7712871		TREE PROGRAM SUPPLIES	682.89
					Total :	682.89
157867	2/25/2020	103072 REACH	022031		EAP SERVICES/REACHLINE NEWSLET	902.00
					Total :	902.00
157868	2/25/2020	100515 REGISTRAR-RECORDER/COUNTY, CLERK	020720		RECORD NOTICE OF EXEMPTIONS - ~	225.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157868	2/25/2020	100515 100515 REGISTRAR-RECORDER/COUNTY, CLER (Continued)			Total :	225.00
157869	2/25/2020	100836 RESOURCE BUILDING MATERIALS	2752011		PARK MAINT SUPPLIES	44.87
					Total :	44.87
157870	2/25/2020	118476 RICOH USA, INC.	5057615231		RICOH SP8200DN COPIER USAGE CHA	1,951.78
			9027997769		RICOH MPC3503 COPIER LEASE - CM	245.06
			9027997775		RICOH PRO8100SE COPIER LEASE - R	457.21
			9027997777		RICOH PRO8100S COPIER BASE LEAS	735.30
			9027997783		RICOH MPC3503 COPIER LEASE - CD~	234.99
			9027997791		RICOH MPC3503 COPIER LEASE - CLEI	174.77
			9028077238		RICOH MPC3503 COPIER LEASE - PD C	139.50
			9028077353		RICOH MPC6003 COPIER LEASE - PD S	207.68
			9028077505		RICOH MPC3503 COPIER LEASE - REC	186.49
			9028077520		RICOH MPC3503 COPIER LEASE - HS~	126.62
			9028077623		RICOH PRO8100S COPIER LEASE -PRI	378.38
			9028077631		RICOH LEASE & USAGE CHARGES - V/	2,988.90
			9028077742		RICOH MPC3503 COPIER LEASE - SR. I	148.77
			9028077743		RICOH DD6650P COIPER LEASE - PRIN	552.46
			9028077766		RICOH MPC3503 COPIER LEASE - FCC	207.80
			9028077838		RICOH MPC3503 COPIER LEASE - BUS	181.19
			9028077846		RICOH MPC3503 COPIER LEASE - ADM	151.91
			9028077938		RICOH MPC3503 COPIER LEASE - PW-	164.02
			9028086264		RICOH MPC4503 COPIER USAGE CHAF	363.39
					Total :	9,596.22
157871	2/25/2020	118536 RIO HONDO COLLEGE	F19-214-ZGDA		TUITION - HEALTH FEE / ENROLLMENT	340.50
					Total :	340.50
157872	2/25/2020	110952 ROYSTON, ALEXANDER	02/01-02/15/20		SPORTS OFFICIAL	325.00
					Total :	325.00
157873	2/25/2020	119022 SAFEMART OF SOUTHERN, CALIFORNIA	92641		STREET MAINT SUPPLIES	35.04
			92647		PW PROGRAM SUPPLIES	12.32
			92662		PD PROGRAM SUPPLIES	22.94
					Total :	70.30
157874	2/25/2020	119015 SAFETY-KLEEN CORPORATION	81374789		AQUEOUS PARTS WASHER SUPPLIES	521.22

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157874	2/25/2020	119015 119015 SAFETY-KLEEN CORPORATION	(Continued)		Total :	521.22
157875	2/25/2020	219010 SALDANA, OCTAVIO	WINTER 2020		EDUCATIONAL REIMBURSEMENT	1,242.00
					Total :	1,242.00
157876	2/25/2020	119016 SAM'S CLUB	4446		PD PROGRAM SUPPLIES	55.13
					Total :	55.13
157877	2/25/2020	319125 SAN BERNARDINO COUNTY, SHERIFF'S DEPT	19186		USE OF SHERIFF'S FIRING RANGE	1,584.00
					Total :	1,584.00
157878	2/25/2020	119698 SCCIAA	2020		MEMBERSHIP DUES - S.SALDANA	45.00
					Total :	45.00
157879	2/25/2020	119377 SCGA	2242-035		ANNUAL MEMBERSHIP	972.00
					Total :	972.00
157880	2/25/2020	108440 SHAMBURGER, JR, JAMES	02/01-02/15/20		SPORTS OFFICIAL	125.00
					Total :	125.00
157881	2/25/2020	106050 SHEHATA, AMY	JANUARY 2020		CHILD CARE PROVIDER	8,611.00
					Total :	8,611.00
157882	2/25/2020	110752 SHERMAN, TIAH	02/01-02/15/20		SPORTS SCOREKEEPER	65.00
					Total :	65.00
157883	2/25/2020	119233 SHERWIN-WILLIAMS CO.	9391-6		STREET MAINT SUPPLIES	321.82
					Total :	321.82
157884	2/25/2020	109918 SHIGE'S FOREIGN CAR SERVICE	78426		2018 FORD INTRCPTR #1554675 SERVI	870.93
					Total :	870.93
157885	2/25/2020	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	JANUARY 2020		CHILD CARE PROVIDER	5,829.00
					Total :	5,829.00
157886	2/25/2020	110786 SIMMONS, GABRIELLE	5		INTERN SERVICES - FEBRUARY 2020	100.00
					Total :	100.00
157887	2/25/2020	110951 SIMS, RYAN	02/01-02/15/20		SPORTS OFFICIAL	50.00

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157887	2/25/2020	110951 110951 SIMS, RYAN	(Continued)		Total :	50.00
157888	2/25/2020	109518 SINGLETON, BRANDON	02/01-02/15/20		SPORTS OFFICIAL	375.00
					Total :	375.00
157889	2/25/2020	119378 SMARDAN SUPPLY CO.	S3479913		BLDG MAINT SUPPLIES	283.22
					Total :	283.22
157890	2/25/2020	109531 SMILLIN, MAGE	JANUARY 2020		CHILD CARE PROVIDER	9,172.00
					Total :	9,172.00
157891	2/25/2020	119447 SOUTH BAY FORD	FXCS931769		2018 FORD INTRCPTR - SERVICE & RE	77.54
					Total :	77.54
157892	2/25/2020	619003 SOUTHERN CALIFORNIA EDISON	021420		LIGHT & POWER	27,415.14
					Total :	27,415.14
157893	2/25/2020	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	114294		OLYMPUS OMEGA RED AF 50/50	985.28
					Total :	985.28
157894	2/25/2020	108238 SPARKLETTS	14211220 012920		DRINKING WATER FILTRATION SYSTEM	36.99
			15638236 013120		DRINKING WATER FILTRATION SYSTEM	37.00
					Total :	73.99
157895	2/25/2020	104453 SPICERS PAPER, INC.	2369451		PD OFFICE SUPPLIES	1,465.55
			2377983		PRINT SHOP PAPER	1,465.55
					Total :	2,931.10
157896	2/25/2020	119548 ST. JOHN LUTHERAN CHURCH	MARCH 2020		SENIOR CITIZENS DAY CARE	900.00
					Total :	900.00
157897	2/25/2020	119594 STANLEY PEST CONTROL	COG 0120		PEST CONTROL SERVICE - 2320 W 146	117.00
			COG 0120-1		PEST CONTROL SERVICE - 1670 W 162	654.00
					Total :	771.00
157898	2/25/2020	119561 STEVEN ENTERPRISES, INC.	0426539		ENGINEERING PROGRAM SUPPLIES	312.48
					Total :	312.48

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157899	2/25/2020	220418 TALISON, LUCILLE	JANUARY 2020		CHILD CARE PROVIDER	3,815.00
					Total :	3,815.00
157900	2/25/2020	110877 TAYLORING MINDS FAMILY CHILD, CARE	JANUARY 2020		CHILD CARE PROVIDER	4,263.00
					Total :	4,263.00
157901	2/25/2020	106870 TENDER LOVING CARE CATERING, INC.	02/01-02/15/20	034-00411	SENIOR FEEDING PROGRAM	9,873.31
					Total :	9,873.31
157902	2/25/2020	110238 TIREHUB, LLC	12607085	035-00983	TIRES-GY EAGLE RS A POLICE BW 103	2,519.59
					Total :	2,519.59
157903	2/25/2020	110539 TOLIVER, JONATHAN	02/01-02/15/20		SPORTS OFFICIAL	200.00
					Total :	200.00
157904	2/25/2020	109775 TOMS TRUCK CENTER NORTH COUNTY	1155590 1175509 1175784 1175886	037-09916	GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS	37,134.81 349.61 39.69 642.61
					Total :	38,166.72
157905	2/25/2020	120427 TOYO	020320		PORTRAIT - CITY MANAGER	164.25
					Total :	164.25
157906	2/25/2020	105556 TRIANGLE SPORTS, INC.	39790	034-00444	YOUTH SPORTS UNIFORMS SUPPLIES	3,884.51
					Total :	3,884.51
157907	2/25/2020	105190 TYLER TECHNOLOGIES, INC.	045-284548	023-01260	EDEN SOFTWARE ANNUAL MAINTENAI	49,411.48
					Total :	49,411.48
157908	2/25/2020	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BOWLING 01/22/20 JONES 01/22/20 PD TRAINING 01/22/20 PD TRAINING2 1/22/20 PD TRAINING3 1/22/20 PD TRAINING4 1/22/20 RENTERIA 12/23/19 SANTIN 11/22/19		CAL CARD STATEMENT 12/24-01/22/20 CAL CARD STATEMENT 12/24-01/22/20 CAL CARD STATEMENT 12/24-01/22/20 CAL CARD STATEMENT 12/24-01/22/20 CAL CARD STATEMENT 12/24-01/22/20 CAL CARD STATEMENT 12/24-01/22/20 CAL CARD STATEMENT 11/23-1/23/19 CAL CARD STATEMENT 10/23-11/22/19	174.74 4,433.48 449.90 47.40 12.95 24.46 644.12 4,740.73

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157908	2/25/2020	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	(Continued) V.OSORIO 01/22/20		CAL CARD STATEMENT12/24-01/22/20	2,023.46
					Total :	12,551.24
157909	2/25/2020	109220 U.S. BANK EQUIPMENT FINANCE	405905168		RICOH MPC4503 COPIER LEASE - CD -	162.51
					Total :	162.51
157910	2/25/2020	110954 URIBE, RAMIRO R.	PERMIT #16329		PERMIT DEPOSIT REFUND - 1311 W. 16	4,000.00
					Total :	4,000.00
157911	2/25/2020	105549 VALDEZ, MATILDE	JANUARY 2020		CHILD CARE PROVIDER	8,456.00
					Total :	8,456.00
157912	2/25/2020	105901 VCI	PERMIT #16349		PERMIT DEPOSIT REFUND - NORMAN	2,000.00
					Total :	2,000.00
157913	2/25/2020	103841 VILLAGE AUTO SPA	JANUARY 2020		CAR WASH	526.83
					Total :	526.83
157914	2/25/2020	108353 WALTERS WHOLESALE ELECTRIC CO	S114774902 S114853301		GTRANS MAINT SUPPLIES	1,418.71
					GTRANS MAINT SUPPLIES	1,278.64
					Total :	2,697.35
157915	2/25/2020	101195 WASTE RESOURCES GARDENA	021820		WASTE COLLECTION	239,648.08
					Total :	239,648.08
157916	2/25/2020	104898 WEARY, CAROLYN	02/01-02/15/20		SPORTS OFFICIAL	150.00
					Total :	150.00
157917	2/25/2020	110370 WESTERN COLLISION CENTER, INC	1031	035-00984	2018 FORD EXPLR #1554676 BODY REI	3,907.88
					Total :	3,907.88
157918	2/25/2020	109342 WHITMAN ELECTRIC	020420	024-00636	EMERGENCY TRAFFIC SIGNALS REPA	34,040.45
					Total :	34,040.45
157919	2/25/2020	110943 WILLIAMS, JADEN ALLEN LEE	02/01-02/15/20		SPORTS SCOREKEEPER	156.00
					Total :	156.00

vchlist
02/20/2020 2:22:36PM

Voucher List
CITY OF GARDENA

Page: 19

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157920	2/25/2020	103601 YINCOM	6613		IT COMPUTER PARTS	65.59
			6614		COMPUTER REPLACEMENT PARTS	50.86
			6615		COMPUTER REPLACEMENT PARTS	152.15
			6616		IT COMPUTER PARTS	831.11
			6617		PW COMPUTER PARTS	831.11
			6618		COMPUTER REPLACEMENT PARTS	196.28
			6619		COMPUTER REPLACEMENT PARTS	180.36
			6624		COMPUTER REPLACEMENT PARTS	152.15
			6625		COMPUTER REPLACEMENT PARTS	100.63
			6626		GTRANS COMPUTER PARTS	24.04
			6627		IT COMPUTER PARTS	30.55
			6628		COMPUTER REPLACEMENT PARTS	86.45
			6629		COMPUTER REPLACEMENT PARTS	733.10
			6630		COMPUTER REPLACEMENT PARTS	195.46
			6631		IT COMPUTER PARTS	445.70
			6632		PD COMPUTER PARTS	205.75
Total :						4,281.29
157921	2/25/2020	107051 ZAVALETA, MARITZA	JANUARY 2020		CHILD CARE PROVIDER	78.00
Total :						78.00
194 Vouchers for bank code : usb						Bank total : 2,167,095.82
194 Vouchers in this report						Total vouchers : 2,167,095.82

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 19 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 19 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

2/25/20
Date

Councilmember

Date

Councilmember

Date

Acknowledged:

Councilmember

Date

Councilmember

Date



CITY of GARDENA

5. D. (1)
CITY MANAGER
Report No. P-2020-4
Date: February 25, 2020

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

1. Report that Transit Training and Safety Supervisor, **FRAZIER WATTS**, was placed on Paid Administrative Leave effective February 12, 2020.
2. Report the recruitment for the Open/Competitive position of Equipment Utility Worker I (Transportation Department). This recruitment closed on February 24, 2020.
3. Report the recruitment for the Open/Competitive position of Police Service Officer (Police Department). This recruitment closed on February 19, 2020.
4. Report the active recruitment for the Open/Competitive position of Custodian II (General Services Department). This recruitment is scheduled to close on March 11, 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: 02/25/2020

Ordinance No. 1816

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: SECOND READING: ORDINANCE NO. 1816: AMENDING SECTION 5.24.170 OF THE GARDENA MUNICIPAL CODE REGARDING CARD CLUB EMPLOYEE WORK PERMITS
(Introduced by Mayor Pro Tem Kaskanian, February 11, 2020)

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Adopt Ordinance No. 1816	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>Staff recommends that the City Council adopt Ordinance No. 1816, which amends Section 5.24.170 of the Gardena Municipal Code regarding Card Club Employee Work Permits. The ordinance was introduced by Mayor Pro Tem Art Kaskanian at the February 11, 2020, City Council Meeting.</p> <p>The Gardena Municipal Code currently requires all card club employees to obtain work permits from the City.</p> <p>Recent amendments to State law (AB 649) now allow persons who are 18 to 20 years of age to work in card clubs without a work permit provided that they do not perform any duties on the floor of the gambling establishment or in connection with playing of card games.</p> <p>In accordance with these changes in state law, it is recommended that the City Council <i>exempt</i> persons who are 18 to 20 years of age from work permit requirements.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
None	
<u>ATTACHMENT:</u>	
Ordinance No. 1816	
Submitted by <u>Clint D. Osorio</u> , Clint D. Osorio, City Manager Date <u>2/20/20</u>	

ORDINANCE NO. 1816

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING SECTION 5.24.170 OF THE GARDENA MUNICIPAL CODE REGARDING CARD CLUB EMPLOYEE WORK PERMITS

WHEREAS, the Gardena Municipal Code currently requires all card club employees to obtain work permits from the City; and

WHEREAS, recent amendments to State law allow persons who are 18 to 20 years of age to work in card clubs without a work permit provided that they do not perform any duties on the floor of the gambling establishment or in connection with playing of card games; and

WHEREAS, in accordance with these changes in state law, the City Council wishes to exempt persons who are 18 to 20 years of age from work permit requirements.

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

SECTION 1. Section 5.24.170 of the Gardena Municipal Code is hereby amended to read, as follows:

5.24.170 Employees – Work permits – Required – Nontransferability.

A. Any person wishing to work in a card club, in any capacity whatsoever, shall first obtain a work permit from the city. No card club shall employ, in any capacity, any person not having a work permit issued by the city. Notwithstanding the foregoing a person who is 18 to 20 years of age may be employed by a card club without obtaining a work permit in job classifications that entail providing services exclusively off the gaming floor and that are not involved in the play of a controlled game. Persons 18 to 20 years of age shall not be allowed to perform any duties of a card club employee on the floor of the card club establishment or in areas that are identified as restricted access areas to card club employees, including, but not limited to, the cage, count room, surveillance room, security office, vault, and card storage.

B. Work permits shall not be transferred or assigned but shall be valid in all card clubs in the city.

SECTION 2. 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 3. 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, or a summary thereof, to be published as required by law, in a publication of general circulation.

SECTION 4. Effective Date. This ordinance shall not become effective or be in force until thirty (30) days from and after the date of its adoption.

Passed, approved, and adopted this _____ day of _____, 2020

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



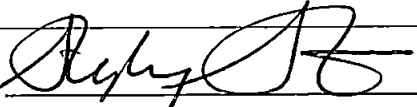
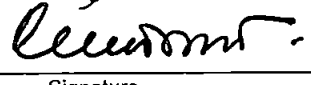
City of Gardena City Council Meeting

Agenda Item No.: 5. D. (3)
Department: Consent Calendar
Meeting Date: February 25, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: *APPROVE CARNIVAL CONTRACT WITH BAQUE BROS CONCESSIONS/CLASSIC RIDES, INC. FOR CARNIVAL AT MAS FUKAI PARK ON APRIL 17 – 19, 2020*

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Approve Carnival Contract with Baque Bros Concessions/Classic Rides, Inc.	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>Staff respectfully recommends that Council approve the attached Carnival Contract with Baque Bros Concessions/Classic Rides, Inc. The carnival will be held on April 17-19, 2020 at Mas Fukai Park.</p> <p>Baque Bros Concessions/Classic Rides Amusements is a family-owned and operated carnival company that specializes in providing rides, games, and food for small to medium and large-scale events such as street fairs, community fairs, church functions, and celebrations. The company is committed to safety and abides at all times to applicable laws and regulations. Routine inspections related to the rides and games provided will be done daily and ongoing throughout the day. A carnival manager will oversee daily operations.</p> <p>The City of Gardena Recreation Division has been using carnivals as a fundraiser since 1987, and will be the beneficiary of funds earned, according to the contract specifications. This carnival serves as a fundraiser for sports and recreation programs providing funding for equipment, field maintenance projects, banquets, and other activities as funds allow.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
Funding Source: No general funds will be used. Anticipated Revenue: Will be based on attendance and participant spending.	
<u>ATTACHMENTS:</u>	
Contract with Baque Bros Concessions/Classic Rides, Inc.	
Submitted by <u></u> , Signature	Stephany Santin, Director Recreation & Human Services
	Date <u>2/19/20</u>
Concurred by <u></u> , Signature	Clint Osorio, City Manager
	Date <u>2/20/20</u>

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, at Gardena, Los Angeles County, California, by and between the City of Gardena, a municipal corporation of the State of California (City) and Baque Bros Concessions/Classic Rides, Inc., P. O. Box 2417, Rancho Cucamonga, CA 91729-2417, a corporation authorized to do business in the State of California ("Vendor"). Based on the mutual covenants and agreements set forth herein, the Parties hereto agree as follows:

1. RECITALS

A. The City desires to host a Spring Celebration with Carnival Festivities (the "Carnival") at Mas Fukai Park, 15800 S. Brighton Avenue, on **Friday, April 17, 2020 through Sunday, April 19, 2020.**

B. The operating hours shall be as follows:

**Friday, April 17, 5PM – 11PM,
Saturday, April 18, 2PM -11PM
Sunday, April 19, 2PM – 10PM**

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

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

2. RIDES TO BE PROVIDED BY VENDOR:

Vendor shall provide a minimum of five (5) Spectacular rides, and a minimum of 10 Major and Kiddie rides at each Carnival. City will make the selection of rides from a list of available rides before Carnival set-up begins. Total of 15 to 18 rides. Additional rides shall be provided if the City so desires. The precise number of rides will be dependent upon what the park grounds area will safely accommodate. If the grounds will accommodate less than 15 rides, then the City of Gardena will choose which rides to be provided.

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

3. TICKET SALES

A. Vendor shall supply the tickets to be sold.

- B. Vendor shall supply a minimum of two air-conditioned ticket booths from which tickets are to be sold during Carnival operating hours. City shall have the option of selling ride tickets at the Carnival or allowing Vendor to sell the tickets. In either case, Vendor will not receive compensation for selling the tickets unless a separate written agreement is entered into between the parties.
- C. All tickets sold on the Carnival grounds on **April 17, 18, and 19, 2020** will be offered as follows.
 - a). **“Pre-Sale Wristbands”**: This special wristband shall cost \$30.00. The wristband will allow one person to ride any ride by showing the wristband at a ride entrance. Vendor shall supply the wristbands (at the City’s discretion). Pre-Sale Wristbands will be sold at the Recreation Division office, and online on eventbrite.com. The last day to purchase tickets in person from the Recreation Division office or online on eventbrite.com will be close of business on Thursday, April 16, 2020.
 - b). **Traditional Individual Tickets** shall also be available and priced as follows. Tickets will be offered at fifty cents (50¢) per ticket and rides will require 6 to 12 tickets per ride, rate set by the vendor.

4. GAMES.

Vendor shall provide and operate 15 to 18 Carnival games.

5. REFRESHMENTS.

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

6. ADVERTISEMENT.

Vendor shall be responsible for promotion of the Carnival.

- A. Vendor shall supply thirty (30) posters (to be approved by the city prior to printing) in a reasonable time, prior to each event, for each Carnival at no cost to the City. The City may request, and Vendor shall supply, additional posters at the time of the initial delivery. The posters shall be approximately sixteen inches (16”) by twenty-four (24”) in size.
7. **ELECTRICITY.** Vendor agrees to supply a generator trailer to power the rides, food and game booths located on the Carnival grounds during Carnival hours. This power will provide electrical outlets for food preparation units and lights to each booth. Vendor will be responsible for connecting game and

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

8. SECURITY. Vendor and City of Gardena will split the cost and shall supply two bonded and licensed security officers for the Carnival grounds during the evening operating hours of 7PM to close each night. The City of Gardena will select the security company.

9. SET-UP/BREAK-DOWN.

A. Vendor set-up and breakdown shall be as follows:

- Set-up only during the hours of 7:00AM to 6:00PM.
- Set-up will begin on **Tuesday, April 14, 2020.**
- Carnival will cease all operations, including generators at closing time as set forth in Section 1.B.
- On **Sunday, April 19, 2020**, generators will cease operating at 11:00PM.
- In the case of moderate or heavy rain the City reserves the right to ask the Carnival to depart Mas Fukai Park prior to the last scheduled operating day of **Sunday, April 19, 2020**, otherwise vendor will remove the Carnival in its entirety by 6PM on **Wednesday, April 22, 2020.**
- In consideration of the residents who live around Mas Fukai Park, Vendor and its workers shall abide by the operating hours set forth in Section 1.B., above and the set-up and break-down hours set forth in section 9. Violation of this section may result in the loss of the security deposit as provided in Section 15 below.

B. The carnival company will store all equipment on the field known as Diamond #1.

C. Violation of Section 9 (A) and or (B) may result in the loss of the security deposit as provided in Section 15 below.

10. TERMINATION. City may terminate this Agreement, with or without cause, by giving ten (10) days written notice to the other party.

11. COMPENSATION. Vendor shall pay compensation to the City as follows:

A. FOR THE RIDES:

City shall receive thirty percent (30%) of the gross ticket sales received by Vendor for such rides.

B. FOR THE GAMES:

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

C. FOR THE REFRESHMENTS:

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

D. Vendor shall make payment in the form of a check to the City of Gardena no later than midnight **Monday, April 20, 2020**, following the close of the Carnival.

E. Vendor will submit a financial report including revenue and expense detail for the carnival. Each report shall be either mailed or delivered to the Recreation and Human Services Department within 7 days of the close of the carnival.

F. Vendor will provide ATM & accept credit cards for payment during the carnival operating hours.

12. INSURANCE REQUIREMENTS

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

B. INSURANCE COMPANY REQUIREMENTS. Insurers admit to doing business in the State of California shall issue all insurance policies used to satisfy the requirements imposed hereunder. Insurers shall have a current Best's rating of not less than A-: VII, unless otherwise approved by City.

C. COVERAGE, LIMITS, AND POLICY REQUIREMENTS. Vendor shall maintain the types of coverage and limits indicated below:

1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage for bodily injury, personal injury and property

damage, including all coverage provide by and to the extent afforded by Insurance Services Office Form CG2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverages under this policy shall be no less than two million dollars (\$2,000,000.00) per occurrence.

- 2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than two million dollars (\$2,000,000.00) per accident.
- 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 doing business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

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

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

E. ADDITIONAL REQUIREMENTS. The procuring of such required policies of insurance shall not be construed to limit Vendor's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Vendor

in writing of changes in the insurance requirements. If Vendor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within thirty (30) days of receipt of such notice, Vendor shall be deemed in default hereunder.

- F. DEDUCTIBLES. Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retention with respect to City, its officers, employees, agents and volunteers, (with additional premium, if any to be paid by Vendor) or Vendor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.
 - G. VERIFICATION OF COMPLIANCE. Vendor shall furnish City and Recreation and Human Services Department office with original policies or certificates and endorsements effecting coverage required by the Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by the Agreement, Vendor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Vendor shall provide full copies of any requested policies to City within three (3) days of such request by City.
 - H. TERMINATION FOR LACK OF REQUIRED COVERAGE. If Vendor, for any reason fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Vendor's expense and/or terminate this Agreement.
 - I. INDEMNIFICATION. Vendor shall defend, indemnify and hold harmless City, its officers, agents, employees, and volunteers from any and all claims, liabilities, expenses or consequential damages of any nature, including attorney's fees arising out of, or in any way connected with performance of this Agreement by Vendor, Vendor agents, employees, subcontractors, or independent contractors hired by Vendor. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor.
13. RESTORATION OF PREMISES. Upon removal of the Carnival on, **Wednesday, April 22, 2020**, Vendor shall restore park facilities to the

condition they were in prior to installing entertainment and refreshment facilities. Failure to properly restore the park facilities after the Carnival shall constitute cause for denying any future contracts with vendor.

14. **INDEPENDENT CONTRACTOR.** Vendor is and shall at all times remain as to the City a wholly independent contractor. Neither the city nor any of its officers, employees, agents or volunteers shall have control over the conduct of Vendor or any of its officers, employees or agents.
15. **SECURITY DEPOSIT.** Vendor shall post a refundable one thousand dollars (\$1,000) cash or check deposit with the City. This security deposit shall cover any damage, which may occur to the facility at Mas Fukai Park that is related to the Carnival, including costs incurred due to a failure of Vendor to restore the premises in accordance with Section 13, above. Should the City need to draw upon the deposit after said Carnival, Vendor shall restore the amount of the deposit to \$1,000 or whichever is greater.
16. **ELECTRICAL PERMIT.** Vendor agrees to timely apply for, and secure permits required by the City Building Code. Carnival will not be permitted to begin without such permit. City shall waive fees for the electrical permit.
17. **LICENSES.** Vendor shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including but not limited to, a City Business License. The City Business License for Vendor shall be in good standing before an electrical permit shall be issued. Vendor shall be responsible for payment of business license fees.
18. **ASSIGNMENT.** Vendor shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, without the prior written consent of the City.
19. **NOTICE.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be written and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

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

CARNIVAL: Baque Bros Concessions Inc./Classic Rides
 Ron Waldman
 P. O. Box 2417
 Rancho Cucamonga, CA 91729-2417

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

20. **WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.
21. **COMPLIANCE WITH LAWS.** Vendor shall comply with all applicable laws, ordinances, codes, and regulations, of the federal, state, and local government.
22. **CONFLICT OF INTEREST AND REPORTING.** Vendor shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Vendor shall comply with the City's Conflict of Interest reporting requirements. Vendor understands that pursuant to Gardena Municipal Code section 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an office holder, until the completion of services to be performed under this Agreement.
23. **AUTHORITY TO EXECUTE.** The persons executing this agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
24. **ATTORNEY'S FEES.** In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recovery of attorney's fees and court costs from the opposing party.
25. **PREPARATION OF AGREEMENT.** Should interpretation of this Agreement, or any portion thereof be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally and shall not be interpreted against either party on the ground that one party prepared the Agreement or caused it to be prepared.
26. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
27. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Vendor. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or

unenforceable, the remaining provisions of this Agreement shall be valid and binding.

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

CITY

MAYOR OF THE CITY OF GARDENA

ATTEST

CITY CLERK

APPROVED AS TO FORM:

BY:



CITY ATTORNEY

VENDOR

BY:

BAQUE BROS CONCESSIONS INC./CLASSIC RIDES

TITLE



City of Gardena

City Council Meeting

Agenda Item No. 5. D. (4)

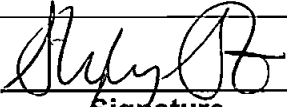
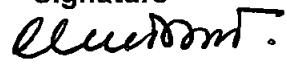
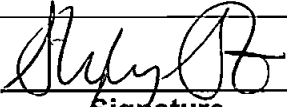
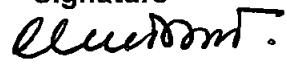
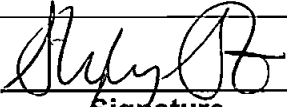
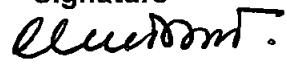
Department: Consent Calendar

Meeting Date: February 25, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RATIFY ADMINISTRATIVE APPROVAL OF THE ELDERLY NUTRITION PROGRAM CONTRACT ENP162006 AMENDMENT FIVE

<u>COUNCIL ACTION REQUIRED:</u> Ratify Administrative Approval of ENP162006 Amendment Five.	<u>Action Taken</u> 						
<u>RECOMMENDATION AND STAFF SUMMARY:</u> Staff respectfully recommends that the City Council ratify administrative approval of the Elderly Nutrition Program Contract No. ENP162006 Amendment Five between the City of Gardena and the County of Los Angeles Department of Workforce Development, Aging and Community Services. The Elderly Nutrition Program includes serving congregate meals and home-delivered meals as well as conducting telephone reassurance to the older and functionally impaired adult population. Amendment Five to this contract provides additional funding for the Subaward Sum Year 4 (July 2019-June 2020) in the amount of \$93,170.							
<u>FINANCIAL IMPACT/COST:</u> <ul style="list-style-type: none">• Additional funding for OAA Title III B (Supportive Services and Senior Centers) Program: \$170• Additional funding for OAA Title III C-1 (Nutrition Services) Congregate Meal Program: \$30,000• Additional funding for OAA Title III C-2 (Nutrition Services) Home-Delivered Meal Program: \$27,000• Additional funding for OAA Nutritional Services Incentive Program (NSIP) for Congregate Meal Program: \$19,000• Additional funding for OAA NSIP for Home-Delivered Meal Program: \$17,000							
<u>ATTACHMENTS:</u> <ol style="list-style-type: none">1) Fiscal Year 2019-20 Additional Funding Allocation for Elderly Nutrition Program Services Letter2) Elderly Nutrition Program Contract ENP162006 Amendment Five							
<table border="0"><tr><td data-bbox="115 1682 771 1795">Submitted by <u></u>, Signature</td><td data-bbox="771 1682 1218 1795">Stephany Santin, Director Recreation & Human Services</td><td data-bbox="1218 1682 1552 1795">Date <u>2/19/2020</u></td></tr><tr><td data-bbox="115 1795 771 1902">Concurred by <u></u>, Signature</td><td data-bbox="771 1795 1218 1902">Clint Osorio, City Manager</td><td data-bbox="1218 1795 1552 1902">Date <u>2/20/20</u></td></tr></table>		Submitted by <u></u> , Signature	Stephany Santin, Director Recreation & Human Services	Date <u>2/19/2020</u>	Concurred by <u></u> , Signature	Clint Osorio, City Manager	Date <u>2/20/20</u>
Submitted by <u></u> , Signature	Stephany Santin, Director Recreation & Human Services	Date <u>2/19/2020</u>					
Concurred by <u></u> , Signature	Clint Osorio, City Manager	Date <u>2/20/20</u>					



lacounty.gov

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger

COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES

3175 West Sixth Street • Los Angeles, CA 90020

Tel: 213-738-2600 • Fax: 213-487-0379



wdacs.lacounty.gov

"Connecting communities and improving the lives of all generations"

Otto Solórzano
Acting Director

February 7, 2020

City of Gardena
Attention: Ms. Tasha Cerda
1700 West 162nd Street
Gardena, CA 90247

FISCAL YEAR 2019-20 ADDITIONAL FUNDING ALLOCATION FOR ELDERLY NUTRITION PROGRAM SERVICES

Dear Ms. Cerda:

County of Los Angeles Workforce Development, Aging and Community Services (County) intends to amend City of Gardena's (Subrecipient's) Elderly Nutrition Program (ENP) Subaward. The Subaward Amendment information is outlined below:

- Purpose: Subrecipient shall utilize Additional Funding to provide additional defined and contracted ENP Title III B, Title III C-1, and Title III C-2 Services during Fiscal Year (FY) 2019-20.
- Subaward Number: ENP162006
- Amendment Number: Five
- Subaward Term: July 1, 2019 through June 30, 2020
- Additional Funding (Subaward Sum Year 4 (SSY4)): \$93,170
- Period Funds Available for Use (subject to execution of Amendment): July 1, 2019 through June 30, 2020 (consistent with California Department of Aging contract number AP-1920-19, Amendment 2)
- Minimum Required Match Contribution (Match Cash/Match In-Kind): fifteen percent (15%) of SSY4 for OAA Title III B, Title III C-1, and Title III C-2
- Funding Source(s), Service Category(ies), and Unit Rate(s): Attachment 1 (FY 2019-20 Elderly Nutrition Program Additional Funding Allocation for City of Gardena)
- Supervisorial District(s): 2

Catalog of Federal Domestic Assistance (CFDA) Number(s)

The Subaward Sum, either in whole or in part, is identified as Federal monies. The Federal portion(s) of these monies has been assigned both a CFDA number and a Federal Grantor office as follows:

CFDA Number	CFDA Title	Federal Grantor/Agency
93.044	Special Programs for the Aging – Title III, Part B (Grants for Supportive Services and Senior Centers)	U.S. Department of Health and Human Services Administration for Community Living
93.045	Special Programs for the Aging – Title III, Part C (Nutrition Services)	U.S. Department of Health and Human Services Administration for Community Living
93.053	Nutrition Services Incentive Program	U.S. Department of Health and Human Services Administration for Community Living

Execution of Amendment

The attached Amendment must be executed with Subrecipient. In order to ensure timely execution of this Amendment, please adhere to the following:

- The Authorized Representative shall complete, sign and date the signature page of this Amendment on behalf of Subrecipient.
- An electronic copy of the signature page must be received by County no later than 5:00 p.m. on Friday, February 14, 2020. Please use the following address to submit this document: ipanosian@wdacs.lacounty.gov


Next Steps

In order to complete the Amendment process, Subrecipient must complete the attached Budget and Mandated Program Services Exhibits using the funding allocations noted in Attachment 1 (FY 2019-20 Elderly Nutrition Program Additional Funding Allocation for City of Gardena). Please electronically submit these Exhibits by 5:00 p.m. on Friday, February 21, 2020 to the following address: ipanosian@wdacs.lacounty.gov.

Please note that the Additional Funding will be reflected in the GetCare System when the final Exhibits are approved by County.

If you have any questions, please contact Irma Panosian of my staff by phone or e-mail as follows: (323) 336-5426 or ipanosian@wdacs.lacounty.gov.

Thank you.

Carol Domingo 

Carol Domingo, Program Manager
Contracts Management Division

Attachment

City of Gardena
FY 2019-20 Additional Funding Allocation
Elderly Nutrition Program

Attachment 1

FY 2019-20 Elderly Nutrition Program
Additional Funding Allocation for Gardena

Funding Source	Service Category	Unit Rate		NSIP Rate	Allocation Amount			Supervisorial District(s)
		7/1/2019-12/31/2019	1/1/2020-6/30/2020		Cash (Other)	Cash (NSIP)	Total	
Older Americans Act (OAA) Title III C-1	American Meals	\$4.60	\$5.24	\$0.71	\$30,000	\$19,000	\$49,000 ¹	2
	Ethnic Meals							
Older Americans Act (OAA) Title III C-2	Hot Meals	\$5.65	\$6.44	\$0.71	\$27,000	\$17,000	\$44,000 ²	
	Frozen Meals	\$3.95	\$4.50	\$0.71				
	Emergency Meals	\$5.65	\$6.44	\$0.71				
Older Americans Act (OAA) Title III B	Telephone Calls	\$0.60	\$0.68		\$170		\$170 ³	
Total Additional Funding							\$93,170	
Total Original Baseline (Refer to FY 2019-20 Original Baseline Funding Allocation Letter)							\$359,634	
Total Subaward Sum Year 4 (Additional Funding and Original Baseline)							\$452,804	

¹ Complete One (1) Budget and (1) MPS for C-1 Program Services reflecting the Allocation Amount (Total).

² Complete One (1) Budget and (1) MPS for C-2 Program Services reflecting the Allocation Amount (Total).

³ Complete One (1) Budget and (1) MPS for III B Program Services reflecting the Allocation Amount (Total).

**ELDERLY NUTRITION PROGRAM SERVICES
SUBAWARD NUMBER ENP162006
SUBAWARD PERIOD JULY 1, 2016 – JUNE 30, 2020**

AMENDMENT FIVE

This Amendment is made and entered into by and between

**COUNTY OF LOS ANGELES THROUGH ITS DEPARTMENT OF
WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES**
("County" or "WDACS")

County's Business Address
3175 West Sixth Street
Los Angeles, CA 90020

and

City of Gardena
("Contractor" or "Subrecipient")

Subrecipient's Business Address
1700 West 162nd Street
Gardena, CA 90247

WHEREAS, reference is made to that certain document entitled "Elderly Nutrition Program Services Subaward Number ENP162006 Subaward Period July 1, 2016 – June 30, 2020" dated July 1, 2016, and the Amendments thereto (hereafter collectively referred to as "Contract" or "Subaward"); and

WHEREAS, the parties hereto have previously entered into the above referenced Subaward for the purpose of providing Elderly Nutrition Program (ENP) Services, which include serving congregate meals and home-delivered meals as well as conducting telephone reassurance to the older adult population in Los Angeles County (excluding the City of Los Angeles); and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Contract, Subaward, Contractor, Subrecipient, Subcontract, Lower Tier Subaward, Subcontractor and Lower Tier Subrecipient) are used interchangeably throughout this Amendment in order to comply with Federal, State, and County regulations; and

WHEREAS, it is the intent of the parties to amend this Subaward for the following purposes: 1) allocate Older Americans Act (OAA) Title III B (Supportive Services and Senior Centers) Additional Funding in the amount of \$170, which shall be reimbursed

to Subrecipient in exchange for additional defined and contracted ENP Title III B Services to be provided by Subrecipient during Fiscal Year (FY) 2019-20; 2) allocate OAA Title III C-1 (Nutrition Services) Additional Funding in the amount of ~~\$25,000~~ **\$30,000** which shall be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Title III C-1 Services to be provided by Subrecipient during FY 2019-20; 3) allocate OAA Title III C-2 (Nutrition Services) Additional Funding in the amount of ~~\$7,000~~ **\$27,000** which shall be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Title III C-2 Services to be provided by Subrecipient during FY 2019-20; 4) allocate OAA Nutrition Services Incentive Program (NSIP) Additional Funding in the amount of ~~\$16,000~~ **\$19,000** which shall be reimbursed to Subrecipient in exchange for additional defined and contracted Congregate Meal Services to be provided by Subrecipient during FY 2019-20; 5) allocate OAA NSIP Additional Funding in the amount of ~~\$5,000~~ **\$17,000** which shall be reimbursed to Subrecipient in exchange for additional defined and contracted Home Delivered Meal Services to be provided by Subrecipient during FY 2019-20; and, 6) provide for the other changes set forth herein; and

WHEREAS, the Subaward provides that changes to its terms may be made in the form of a written Amendment, which is formally approved and executed by the parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- I. This Amendment shall commence **upon execution by all parties.**
- II. Paragraph 5.0 (Subaward Sum), Subparagraph 5.2.6 is deleted in its entirety and replaced as follows:

5.2.6 Subaward Sum Year 4 Funding Source(s)

- 5.2.6.1 The Subaward Sum Year 4 for the fourth Fiscal Year of this Subaward is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.
- 5.2.6.2 OAA Title III B (Supportive Services and Senior Centers) original baseline funds available for use for Supervisorial District 2 for contracted ENP Title III B Services identified in the "Fiscal Year 2019-20 Original Baseline Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020: **\$1,000**
- 5.2.6.3 OAA Title III C-1 (Nutrition Services) original baseline funds available for use for Supervisorial District 2 for contracted ENP Title III C-1 Services identified in the "Fiscal Year 2019-

20 Original Baseline Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020: **\$189,006**

- 5.2.6.4 OAA Title III C-2 (Nutrition Services) original baseline funds available for use for Supervisorial District 2 for contracted ENP Title III C-2 Services identified in the "Fiscal Year 2019-20 Original Baseline Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020: **\$169,628**
- 5.2.6.5 OAA Title III B (Supportive Services and Senior Centers) Additional Funding available for use for Supervisorial District 2 for contracted ENP Title III B Services as identified in the "Fiscal Year 2019-20 Additional Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020 (consistent with California Department of Aging contract number AP-1920-19, Amendment 2): **\$170**
- 5.2.6.6 OAA Title III C-1 (Nutrition Services) Additional Funding available for use for Supervisorial District 2 for contracted ENP Title III C-1 Services as identified in the "Fiscal Year 2019-20 Additional Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020 (consistent with California Department of Aging contract number AP-1920-19, Amendment 2): **\$30,000**
- 5.2.6.7 OAA Title III C-2 (Nutrition Services) Additional Funding available for use for Supervisorial District 2 for contracted ENP Title III C-2 Services as identified in the "Fiscal Year 2019-20 Additional Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020 (consistent with California Department of Aging contract number AP-1920-19, Amendment 2): **\$27,000**
- 5.2.6.8 OAA NSIP Additional Funding available for use for Supervisorial District for Congregate Meal Services as identified in the "Fiscal Year 2019-20 Additional Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020 (consistent with California Department of Aging contract number AP-1920-19, Amendment 2): **\$19,000**

5.2.6.9 OAA NSIP Additional Funding available for use for Supervisorial District 2 for Home Delivered Meal Services as identified in the "Fiscal Year 2019-20 Additional Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020 (consistent with California Department of Aging contract number AP-1920-19, Amendment 2): **\$17,000**

III. Paragraph 5.0 (Subaward Sum), Subparagraph 5.3.4 is deleted in its entirety and replaced as follows:

5.3.4 Federal Award Identification Number (FAIN)

5.3.4.1 July 1, 2016 - June 30, 2017: 16AACAT3SS; 17AACAT3SS; 16AACAT3CM; 17AACAT3CM; 16AACAT3HD; 17AACAT3HD; 16AACANSIP; and, 17AACANSIP

5.3.4.2 July 1, 2017 - June 30, 2018: 17AACAT3SS; 18AACAT3SS; 17AACAT3CM; 18AACAT3CM; 17AACAT3HD; 18AACAT3HD; 17AACANSIP; and, 18AACANSIP

5.3.4.3 July 1, 2018 - June 30, 2019: 18AACAT3SS; 19AACAT3SS; 18AACAT3CM; 19AACAT3CM; 18AACAT3HD; 19AACAT3HD; 18AACANSIP; and, 19AACANSIP

5.3.4.4 July 1, 2019 -- June 30, 2020: 1901CAOASS-01; 2001CAOASS-00; 1901CAOACM-01; 2001CAOACM-00; 1901CAOAH-01; 2001CAOAH-00; 1901CAOANS-00; and, 2001CAOANS-00

IV. Paragraph 5.0 (Subaward Sum), Subparagraph 5.3.7 is deleted in its entirety and replaced as follows:

5.3.7 Amount of Federal Funds Obligated by this Action:

5.3.7.1 Original Subaward: \$359,634

5.3.7.2 Amendment One: \$359,634

5.3.7.3 Amendment Two: \$359,634

5.3.7.4 Amendment Three: \$359,634

5.3.7.5 Amendment Four: \$0

5.3.7.6 Amendment Five: \$93,170

- V. Paragraph 5.0 (Subaward Sum), Subparagraph 5.3.8 is deleted in its entirety and replaced as follows:

5.3.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum):

5.3.8.1 Subaward Sum Year 1: \$359,634

5.3.8.2 Subaward Sum Year 2: \$359,634

5.3.8.3 Subaward Sum Year 3: \$359,634

5.3.8.4 Subaward Sum Year 4: \$452,804

- VI. Paragraph 5.0 (Subaward Sum), Subparagraph 5.3.9 is deleted in its entirety and replaced as follows:

5.3.9 Total Amount of Federal Award (Maximum Subaward Sum): \$1,531,706

- VII. Paragraph 5.0 (Subaward Sum), Subparagraph 5.3.10 is deleted in its entirety and replaced as follows:

5.3.10 Federal Award Project Description

5.3.10.1 July 1, 2016- June 30, 2017: Federal Title IIIB 3BAL16-16 and 3BAL17-16; Federal Title III C1 C1AL16-16 and C1AL17-16; Federal Title III C2 C2AL16-16 and C2AL17-16

5.3.10.2 July 1, 2017- June 30, 2018: Federal Title IIIB 3BAL17-17 and 3BAL18-17; Federal Title III C1 C1AL17-17 and C1AL18-17; Federal Title III C2 C2AL17-17 and C2AL18-17

5.3.10.3 July 1, 2018- June 30, 2019: Federal Title IIIB 3BAL18-18 and 3BAL19-18; Federal Title III C1 C1AL18-18 and C1AL19-18; Federal Title III C2 C2AL18-18 and C2AL19-18

5.3.10.4 July 1, 2019 – June 30, 2020: Federal Title IIIB 3BSL19-19 and 3BSL20-19; Federal Title III C1 3C1L19-19 and 3C1L20-19; Federal Title III C2 3C2L19-19 and 3C2L20-19; NSIP C1 NC1L19-19 and NC1L20-19; and NSIP C2 NC2L19-19 and NC2L20-19

- VIII. Paragraph 5.0 (Subaward Sum), Subparagraph 5.10.4.6 is added as follows:

5.10.4.6 Upon County's prior approval, Subrecipient may use FY 2019-20 Additional Funding as reimbursement for Over-Service during FY 2019-

20. For purposes of this Amendment, Over-Service is defined as contracted Services provided by Subrecipient for which Subrecipient has not been reimbursed. Such reimbursement shall be made to Subrecipient at the approved unit rate that was in effect during the period for which the Over-Service occurred, contingent upon availability of funding.

- IX. "Exhibit W1 (Budget for Title III C-1 Program Services) Amendment 5 {FY 2019-20 Additional Funding}" is added, is an addendum to "Exhibit W1 (Budget for Title III C-1 Program Services)", and is incorporated herein by reference.
- X. "Exhibit W2 (Budget for Title III C-2 Program Services) Amendment 5 {FY 2019-20 Additional Funding}" is added, is an addendum to "Exhibit W2 (Budget for Title III C-2 Program Services)", and is incorporated herein by reference.
- XI. "Exhibit W3 (Budget for Title III B Program Services) Amendment 5 {FY 2019-20 Additional Funding}" is added, is an addendum to "Exhibit W3 (Budget for Title III B Program Services)", and is incorporated herein by reference.
- XII. "Exhibit X1 (Mandated Program Services for Title III C-1 Program) Amendment 5 {FY 2019-20 Additional Funding}" is added, is an addendum to "Exhibit X1 (Mandated Program Services for Title III C-1 Program)", and is incorporated herein by reference.
- XIII. "Exhibit X2 (Mandated Program Services for Title III C-2 Program) Amendment 5 {FY 2019-20 Additional Funding}" is added, is an addendum to "Exhibit X2 (Mandated Program Services for Title III C-2 Program)", and is incorporated herein by reference.
- XIV. "Exhibit X3 (Mandated Program Services for Title III B Program) Amendment 5 {FY 2019-20 Additional Funding}" is added, is an addendum to "Exhibit X3 (Mandated Program Services for Title III B Program)", and is incorporated herein by reference.
- XV. The " Fiscal Year 2019-20 Additional Funding Allocation for Elderly Nutrition Program Services" funding allocation letter is incorporated herein by reference.

All other terms and conditions of the Subaward shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment Five** to be subscribed on its behalf by the Acting Director of Workforce Development, Aging and Community Services, and the Subrecipient has subscribed the same through its Authorized Representative. The Authorized Representative(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient.

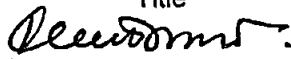
COUNTY OF LOS ANGELES

By _____
Otto Solórzano, Acting Director
County of Los Angeles
Workforce Development, Aging
and Community Services
Date _____

SUBRECIPIENT

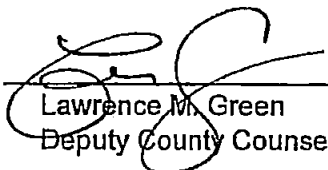
City of Gardena
Subrecipient's Legal Name

ENP162006
Subaward Number

By Clint Osorio 2/13/20
Name of Authorized Representative Date
City Manager
Title

Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
Mary C. Wickham, County Counsel

By 
Lawrence M. Green
Deputy County Counsel

By _____
Name of Authorized Representative Date

Title

Signature



City of Gardena City Council Meeting

Agenda Item No. 5. D. (5)

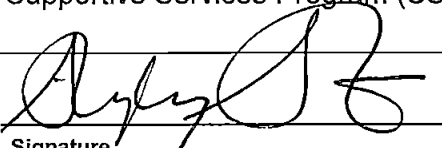

Department: Consent Calendar

Meeting Date: February 25, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RATIFY ADMINISTRATIVE APPROVAL OF THE SUPPORTIVE SERVICES PROGRAM CONTRACT SSP192003 AMENDMENT ONE

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Ratify Administrative Approval of SSP192003 Amendment One.	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>Staff respectfully recommends that City Council ratify administrative approval of the Supportive Services Program Contract No. SSP192003 Amendment One between the City of Gardena and the County of Los Angeles Department of Workforce Development, Aging and Community Services. The Supportive Services Program provides vital in-home care assistance which includes case management, personal care, home care and in-home respite.</p> <p>Amendment One to this contract provides additional funding for the Subaward Sum Year 1 (July 2019-June 2020) in the amount of \$6,450.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
<ul style="list-style-type: none">• Additional Baseline Allocation funding for OAA Title III B Program: \$1,070• Additional One Time Only (OTO) funding for OAA Title III B Program: \$5,380	
<u>ATTACHMENTS:</u>	
<ol style="list-style-type: none">1) Fiscal Year 2019-20 Additional Baseline and One-Time-Only Funding Allocation for Supportive Services Program Services Letter.2) Supportive Services Program (SSP) Subaward Number SSP192003 Amendment One.	
Submitted by  Signature	Stephany Santin, Director Recreation & Human Services
Concurred by  c:	Clint Osorio, City Manager
	Date <u>2/19/2020</u>
	Date <u> / / </u>



lacounty.gov

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger

COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES

3175 West Sixth Street • Los Angeles, CA 90020

Tel: 213-738-2600 • Fax: 213-487-0379



wdacs.lacounty.gov

Otto Solórzano
Acting Director

"Connecting communities and improving the lives of all generations"

February 11, 2020

City of Gardena
Attention: Ms. Tasha Cerda
1670 West 162nd Street
Gardena, CA 90247

FISCAL YEAR 2019-20 ADDITIONAL BASELINE AND ONE-TIME-ONLY (OTO) FUNDING ALLOCATION FOR SUPPORTIVE SERVICES PROGRAM SERVICES

Dear Ms. Cerda:

County of Los Angeles Workforce Development, Aging and Community Services (County) intends to amend City of Gardena's (Subrecipient's) Supportive Services Program (SSP) Subaward. The Subaward Amendment information is outlined below:

- Purpose: Subrecipient shall utilize Additional Baseline and One-Time-Only (OTO) Funding Allocation to provide additional defined and contracted SSP Services during Fiscal Year (FY) 2019-20.
- Subaward Number: SSP192003
- Amendment Number: One
- Subaward Term: July 1, 2019 through June 30, 2020
- Additional Funding (Subaward Sum Year 1 (SSY1)): \$6,450
- Period Funds Available for Use (subject to execution of Amendment): July 1, 2019 through June 30, 2020 (consistent with California Department of Aging contract number AP-1920-19, Amendment 2)
- Minimum Required Match Contribution (Match Cash/Match In-Kind): fifteen percent (15%) of SSY1
- Funding Source(s), Service Category(ies), and Unit Rate(s): Attachment 1 (FY 2019-20 Supportive Services Program Additional Baseline and One-Time-Only (OTO) Funding Allocation for City of Gardena)
- Supervisorial District(s): 2

Catalog of Federal Domestic Assistance (CFDA) Number(s)

The Subaward Sum, either in whole or in part, is identified as Federal monies. The Federal portion(s) of these monies has been assigned both a CFDA number and a Federal Grantor office as follows:

CFDA Number	CFDA Title	Project Title	Federal Grantor/Agency
93.044	Special Programs for the Aging, Title III Part B (Grants for Supportive Services and Senior Centers)	Title III B	U.S. Department of Health and Human Services Administration for Community Living

Execution of Amendment

The attached Amendment must be executed with Subrecipient. In order to ensure timely execution of this Amendment, please adhere to the following:

- The Authorized Representative shall complete, sign and date the signature page of this Amendment on behalf of Subrecipient.
- An electronic copy of the signature page must be received by County **no later than 5:00 p.m. on Tuesday, February 18, 2020**. Please use the following address to submit this document: ipanosian@wdacs.lacounty.gov.

Next Steps

In order to complete the Amendment process, Subrecipient must complete the attached Budget and Mandated Program Services Exhibits using the funding allocation noted in Attachment 1 (FY 2019-20 Supportive Services Program Additional Baseline and One-Time-Only (OTO) Funding Allocation for City of Gardena). Please electronically submit these Exhibits **by 5:00 p.m. on Tuesday, February 25, 2020** to the following address: ipanosian@wdacs.lacounty.gov.

Please note that the Additional Baseline and OTO Funding will be reflected in the GetCare System when the final Exhibits are approved by County.

If you have any questions, please contact Irma Panosian of my staff by phone or via e-mail as follows: (323) 336-5426 or ipanosian@wdacs.lacounty.gov.

Thank you.

Carol Domingo T.O.

Carol Domingo, Program Manager
Contracts Management Division

Attachments

City of Gardena
FY 2019-20 Additional Baseline and OTO Funding Allocation
Supportive Services Program

Attachment 1

FY 2019-20 Supportive Services Program Additional Baseline and One-Time-Only (OTO)
Funding Allocation for City of Gardena

Funding Source	Service Category	Unit Rate	Allocation Amount		Supervisory District(s)
			Additional Baseline	OTO	
Older Americans Act (OAA) Title III B	Case Management	\$35.00	\$1,070	\$5,380	2
	Homemaker	\$14.00			
	Personal Care	\$14.00			
	In-Home Respite	\$14.00			
	Alzheimer's Day Care				
	Registry				
Total Additional Baseline and OTO			\$6,450 ¹		
Total Original Baseline (Refer to FY 2019-20 Original Baseline Allocation Letter)			\$54,872		
Subaward Sum Year 1 (Additional Baseline and OTO and Original Baseline)			\$61,322		

¹ Complete one (1) Budget and one (1) MPS for the Allocation Amount.

**SUPPORTIVE SERVICES PROGRAM (SSP)
SUBAWARD NUMBER SSP192003
SUBAWARD PERIOD JULY 2019 – JUNE 2020**

AMENDMENT ONE

This Amendment is made and entered into by and between

**COUNTY OF LOS ANGELES THROUGH ITS DEPARTMENT OF
WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES**
("County" or "WDACS")

County's Business Address

3175 West Sixth Street
Los Angeles, CA 90020

and

City of Gardena
("Contractor" or "Subrecipient")

Subrecipient's Business Address

1700 West 162nd Street
Gardena, Ca 90247

WHEREAS, reference is made to that certain document entitled "Supportive Services Program (SSP) Subaward Number SSP192003 Subaward Period July 2019 – June 2020" dated July 1, 2019, and the Amendments thereto (hereafter collectively referred to as "Contract" or "Subaward"); and

WHEREAS, the parties hereto have previously entered into the above referenced Subaward for the purpose of providing supportive services to Los Angeles County's older individuals and functionally impaired population; and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Contract, Subaward, Contractor, Subrecipient, Subcontract, Lower Tier Subaward, Subcontractor and Lower Tier Subrecipient) are used interchangeably throughout this Amendment in order to comply with Federal, State, and County regulations; and

WHEREAS, it is the intent of the parties to amend this Subaward for the following purposes: 1) allocate Older Americans Act (OAA) Title III B (Supportive Services and Senior Centers) Additional Funding in the amount of **\$6,405** (which includes Additional Baseline funding in the amount of **\$1,070** and One-Time-Only (OTO) funding of **\$5,380**), which shall be reimbursed to Subrecipient in exchange for additional defined and

contracted SSP Services to be provided by Subrecipient during Fiscal Year (FY) 2019-20; and, 2) provide for the other changes set forth herein; and

WHEREAS, the Subaward provides that changes to its terms may be made in the form of a written Amendment, which is formally approved and executed by the parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- I. This Amendment shall commence **upon execution by all parties.**
- II. Paragraph 5.0 (Subaward Sum), Subparagraph 5.1.3 is deleted in its entirety and replaced as follows:

5.1.3 Subaward Sum Year 1 Funding Source(s)

5.1.3.1 The Subaward Sum Year 1 for this Subaward is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

5.1.3.2 OAA Title III B (Supportive Services and Senior Centers) original baseline funds available for use for Supervisorial District(s) 2 for contracted SSP Services identified in the "Fiscal Year 2019-20 Original Baseline Funding Allocation for Supportive Services Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020: **\$54,872**

5.1.3.3 OAA Title III B (Supportive Services and Senior Centers) Additional Funding available for use for Supervisorial District(s) 2 for contracted SSP Title III B Services as identified in the "Fiscal Year 2019-20 Additional Baseline and One-Time-Only (OTO) Funding Allocation for Supportive Services Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020 (consistent with California Department of Aging contract number AP-1920-19, Amendment 2): **\$6,450** (\$1,070 for Additional Baseline and \$5,380 for OTO)

- III. Paragraph 5.0 (Subaward Sum), Subparagraph 5.5.4.6 is added as follows:

5.5.4.6 Upon County's prior approval, Subrecipient may use FY 2019-20 Additional Funding as reimbursement for Over-Service during FY 2019-20. For purposes of this Amendment, Over-Service is defined as contracted Services provided by Subrecipient for which Subrecipient

has not been reimbursed. Such reimbursement shall be made to Subrecipient at the approved unit rate that was in effect during the period for which the Over-Service occurred, contingent upon availability of funding.

- IV. Paragraph 5.0 (Subaward Sum), Subparagraph 5.10.7 is deleted in its entirety and replaced as follows:

5.10.7 Amount of Federal Funds Obligated by this Action:

5.10.7.1 Original Subaward: \$54,872

5.10.7.2 Amendment One: \$6,450

- V. Paragraph 5.0 (Subaward Sum), Subparagraph 5.10.8 is deleted in its entirety and replaced as follows:

5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum):

5.10.8.1 Subaward Sum Year 1: \$61,322

- VI. Paragraph 5.0 (Subaward Sum), Subparagraph 5.10.9 is deleted in its entirety and replaced as follows:

5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): \$61,322

- VII. "Exhibit W (Budget) Amendment 1 {FY 2019-20 Additional Baseline and OTO Funding}" is added, is an addendum to "Exhibit W (Budget)", and is incorporated herein by reference.

- VIII. "Exhibit X (Mandated Program Services) Amendment 1 {FY 2019-20 Additional Baseline and OTO Funding}" is added, is an addendum to "Exhibit X (Mandated Program Services)", and is incorporated herein by reference.

- IX. The "Fiscal Year 2019-20 Additional Baseline and One-Time-Only (OTO) Funding Allocation for Supportive Services Program Services" funding allocation letter is incorporated herein by reference.

All other terms and conditions of the Subaward shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment One** to be subscribed on its behalf by the Acting Director of Workforce Development, Aging and Community Services, and the Subrecipient has subscribed the same through its Authorized Representative. The Authorized Representative(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient.

COUNTY OF LOS ANGELES

By _____ Date _____
Otto Solórzano, Acting Director
County of Los Angeles
Workforce Development, Aging
and Community Services

SUBRECIPIENT

City of Gardena
Subrecipient's Legal Name

SSP192003
Subaward Number

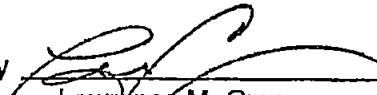
By CLINT OSORIO 2/10/20
Name of Authorized Representative Date

CITY MANAGER
Title

Osorio
Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
Mary C. Wickham, County Counsel

By 
Lawrence M. Green
Deputy County Counsel

By _____ Date _____
Name of Authorized Representative

Title

Signature



City of Gardena City Council Meeting

Agenda Item No. 5.D. (6)

Department: Consent Calendar

Meeting Date: February 25, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: APPROVAL OF CONTRACT FOR REFURBISHED DUAL AND MONO INVERTERS WITH PSI REPAIR SERVICES INC., FOR A CONTRACT TOTAL OF \$590,000.

COUNCIL ACTION REQUIRED:

Action Taken

Approve contract

RECOMMENDATION AND STAFF SUMMARY:

GTrans operates one of the largest remaining fleets of New Flyer gasoline hybrid electric buses and has over time experienced many challenges with the reliability and unusually high operating costs of the hybrid fleet. Siemens mono and dual inverters, critical to the propulsion system within the bus, are no longer under warranty because the manufacturer of the propulsion system went out of business in 2011 resulting in difficulty obtaining parts in a timely manner. In order to keep costs down, GTrans works with other transit agencies to purchase available spares and share repair strategies, and developed a solicitation to allow the purchase of refurbished equipment.

GTrans issued a solicitation for the refurbishment of inverters for a base year and four (4) one-year options through Planet Bids. Eight proposers downloaded the solicitation, and GTrans received one bid from PSI Repair Services, Inc. GTrans determined the cost to be fair and reasonable, and in line with the cost PSI has charged GTrans for similar services over the last several years.

PSI Repair Services, Inc.	Estimated number of Units/Year	Base Year Unit Cost	Option Year 1 Unit Cost	Option Year 2 Unit Cost	Option Year 3 Unit Cost	Option Year 4 Unit Cost
Siemens Mono Inverters Price per Unit	10	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800
Siemens Dual Inverters Price per Unit	8	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Estimated Annual Total		\$118,000	\$118,000	\$118,000	\$118,000	\$118,000

Price per unit remains constant over the life the contract, and includes shipping and a one (1) year warranty which encompasses labor, materials and shipping costs as well as a reimbursements of GTrans labor as described in the scope of work. Negotiated prices are per unit, and annual totals were estimated based on usage history.

Therefore it is recommended that Council approve a one-year base contract with four (4) one-year options for the refurbishment of mono and dual inverters from PSI Repair Services, Inc. for an estimated \$590,000.

FINANCIAL IMPACT/COST:

Funds for GTrans' FY20 vehicle parts are included in the budget previously approved by the City Council. Funds for subsequent years will be included in the GTrans budget presented for Council approval each year. There is no impact to the General Fund.

ATTACHMENTS:

- A. Agreement between the City of Gardena and PSI Repair Services, Inc.
- B. PSI Repair Services, Inc. Cost Proposal for Refurbishment of Dual and Mono Inverters and Signed Certificates

Submitted by Ernie Crespo, Ernie Crespo, Transportation Director

Date 2/18/2020

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

Date 2/20/20

AGREEMENT BETWEEN
THE CITY OF GARDENA
AND
PSI REPAIR SERVICES, INC.

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

1. Recitals.

A. City is desirous of obtaining services to recondition Siemens hybrid gasoline electric drive components and/or inverters.

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

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

2. Services.

A. The services to be performed by Consultant shall consist of the scope of services outlined in RFP 2019-09 Reconditioning of Siemens Hybrid Gasoline Electric Drive Components and Inverters, and any associated addendum, incorporated herein by reference, unless otherwise instructed by City.

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

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

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

5. Consultant's Proposal. This Agreement shall include and incorporate therein City's Request for Proposals RFP NO. 2019-09 RECONDITIONING OF SIEMENS HYBRID GASOLINE ELECTRIC DRIVE COMPONENTS AND INVERTERS and Consultant's proposal in response incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

6. Timing of Performance. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the

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

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

8. Term of Agreement/Termination.

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

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

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

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

9. Invoices and Payments.

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

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

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

10. Records/Audit.

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

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

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

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

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

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

11. Successors and Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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

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

14. Use of Materials.

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

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

15. 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 worked made for hire for City by Consultant and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination of this Agreement.

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

2. Commercial Auto Liability Insurance - a policy including all coverage provided by and

to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including hired and non-owned autos with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than three hundred thousand dollars (\$300,000.00) per accident.

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

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

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

b. The insurer shall agree to provide City with thirty (30) days prior written notice, of any cancellation, non-renewal or material change in coverage, unless cancelled for non-payment, then ten calendar days notice shall be given.

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

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

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

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

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

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 – GTrans
Attn: Dana Pynn
13999 Western Avenue
Gardena, California, 90249
Email: dpynn@gardenabus.com

PSI Repair Service, Inc.
Attn: John Greulich
11900 Mayfield
Livonia, MI 48150
Email: john.greulich@psi-corp.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:

PSI REPAIR SERVICES, INC.

By _____

Date _____

APPROVED AS TO FORM:

Carmen Vasquez

City Attorney

FORM H
COST PROPOSAL
1B SIEMENS INVERTERS

In accordance with the Request for Proposal issued by the City of Gardena Transportation Department (hereinafter referred to as "Buyer"), the undersigned Proposing Company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated project as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

YEAR 1			
Item #1: Siemens Mono Inverters		Approximate Quantity: 10	
Turn Around:	6 - 8 Weeks	Warranty Term:	1 Year
Material Cost per Unit:	\$1,200.00	Labor Cost per Unit:	\$ 4,600.00
Item #2: Siemens Dual Inverters		Approximate Quantity: 8	
Turn Around:	6 - 8 Weeks	Warranty Term:	1 Year
Material Cost per Unit:	\$ 1,500.00	Labor Cost per Unit:	\$ 6,000.00

OPTION YEAR 2			
Item #1: Siemens Mono Inverters		Approximate Quantity: 10	
Turn Around:	6 - 8 Weeks	Warranty Term:	1 Year
Material Cost per Unit:	\$1,200.00	Labor Cost per Unit:	\$4,600.00
Item #2: Siemens Dual Inverters		Approximate Quantity: 8	
Turn Around:	6 - 8 Weeks	Warranty Term:	1 Year
Material Cost per Unit:	\$ 1,500.00	Labor Cost per Unit:	\$ 6,000.00

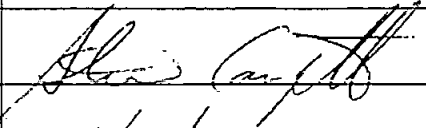
OPTION YEAR 3			
Item #1: Siemens Mono Inverters		Approximate Quantity: 10	
Turn Around:	6 - 8 Weeks	Warranty Term:	1 Year
Material Cost per Unit:	\$ 1,200.00	Labor Cost per Unit:	\$4,600.00
Item #2: Siemens Dual Inverters		Approximate Quantity: 8	
Turn Around:	6 - 8 Weeks	Warranty Term:	1 Year
Material Cost per Unit:	\$ 1,500.00	Labor Cost per Unit:	\$ 6,000.00

OPTION YEAR 4			
Item #1: Siemens Mono Inverters		Approximate Quantity: 10	
Turn Around:	6 - 8 Weeks	Warranty Term:	1 Year
Material Cost per Unit:	\$ 1,200.00	Labor Cost per Unit:	\$4,600.00
Item #2: Siemens Dual Inverters		Approximate Quantity: 8	
Turn Around:	6 - 8 Weeks	Warranty Term:	1 Year
Material Cost per Unit:	\$ 1,500.00	Labor Cost per Unit:	\$ 6,000.00

FORM H - Continued
COST PROPOSAL
1B SIEMENS INVERTERS

OPTION YEAR 5			
Item #1: Siemens Mono Inverters		Approximate Quantity: 10	
Turn Around:	6 - 8 Weeks	Warranty Term:	1 year
Material Cost per Unit:	\$1,200.00	Labor Cost per Unit:	\$4,600.00
Item #2: Siemens Dual Inverters		Approximate Quantity: 8	
Turn Around:	6 - 8 Weeks	Warranty Term:	1 Year
Material Cost per Unit:	\$1,500.00	Labor Cost per Unit:	\$6,000.00

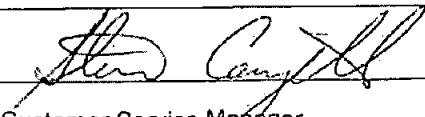
The undersigned agrees that, if selected as the successful Proposing Company, will within ten (10) working days after notification of award by the Buyer, execute a Contract in accordance with the terms of this proposal.
(Seal if proposed by a Corporation)

Bidder's Company Name	PSI Repair Services, Inc.
Address	11900 Mayfield St.
City, State, Zip	Livonia, Michigan 48150
Phone Number	734-853-5360
Fax Number	734-853-5013
Email Address	john.greulich@psi-corp.com
Federal Employer ID/ TIN No.	38-2678334
Title of Person Authorized to Sign	Customer Service Manager
Print Name Authorized to Sign	Steve Cauzillo
Authorized Signature	
Date Signed	1/17/20
Bid shall be signed by an authorized representative with authority to bind the firm.	

FORM A
PROPOSAL SUBMITTAL CHECK LIST

This checklist shall be completed and returned with your proposal. Failure to return this checklist and the required documents may be cause for considering the proposal non-responsive.

	DESCRIPTION	REQUIRED FORMS REFERENCE LETTER	PROPOSER'S INITIALS
1.	PROPOSAL CHECKLIST (THIS FORM)	A	JMG
2.	CORE PROPOSAL CONTENT (SEE PAGE 10)	N/A	JMG
3.	BUSINESS QUESTIONNAIRE	B	JMG
4.	RESTRICTIONS ON LOBBYING	C	JMG
5.	GOVERNMENT WIDE DEBARMENT AND SUSPENSION	D	JMG
6.	ADDENDUM ACKNOWLEDGEMENT	E	JMG
7.	DESIGNATION OF SUBCONTRACTORS	F	JMG
8.	PROOF NON-DEBARMENT OR SUSPENSION	G	JMG
9.	COST PROPOSAL (FOR SCOPE OF WORK 1A AND/OR 1B)	H	JMG

Company Name:	PSI Repair Services, Inc.
Name of Bidder initialing document (print):	Steve Cauzillo
Email address of Company Contact:	john.greulich@psi-corp.com
Signature:	
Title:	Customer Service Manager
Date:	1-20-20

FORM B
BUSINESS QUESTIONNAIRE

1. Name of Proposed Contractor ("Business", herein): PSI Repair Services, Inc.

Doing Business As: _____
Other business name, if applicable.

EIN# 38-2678334

2. Business Mailing Address: 11900 Mayfield St.
Street Address

Livonia, Michigan 48150
City State Zip Code

3. Business Telephone Number: () 734-853-5360 Fax Number: () 734-853-5013

E-mail address:
john.greulich@psi-corp.com

4. Business Type: ☐ Individual ☒ Corporation ☐ Partnership ☐ Joint Venture

5. Number of Years in Business: 52

6. Annual Gross Revenue: (M represents Millions)

☐ \$1M or less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$16M ☒ \$16M or Over

7. Number of Employees:

☐ Less than 50 ☐ 50-100* ☒ 101-750 ☐ 751-1,000 ☐ 1,001 or over

8. Is Business Owned by Minority Ethnicity? ☐ Yes ☒ No

9. Ethnic Group: ☐ African American ☐ Hispanic American ☐ Native American
☐ Asian Pacific American ☐ Subcontinent Asian
American ☒ Caucasian ☐ Other (Please Specify)

10. Female Owned Business? ☐

Male Owned Business? ☐

11. Type of Work Performed: ☐ Construction ☐ Wholesale/Distributor ☐ Manufacturing
☐ Professional Service ☐ General/Technical Service ☐ Retail

12. Please provide a brief description of your materials and/or services:

Repair services consisting of repair, overhaul, upgrades and manufacturing of electronic, mechanical and
elctro-mechanical components.

13. Is the Business a subsidiary of another entity? ☒ Yes ☐ No

14. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐ Yes ☒ No

15. Is any litigation pending against the Business? ☐ Yes ☐ No

16. Has the Business ever been declared a "not responsible" vendor by a public agency? ☐ Yes ☒ No

17. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting? ☐ Yes ☒ No

FORM B - Continued
BUSINESS QUESTIONNAIRE

18. Has the Business been a defaulter, as principal, surety or otherwise? ☐ Yes ☒ No 19. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? ☐ Yes ☒ No

20. Is the Business in arrears upon a contract or debt? ☐ Yes ☒ No

21. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ☐ Yes ☒ No

22. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? ☐ Yes ☒ No

23. If a "yes" response is given under questions 15 through 22, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). GTrans reserves the right to inquire further with respect thereto.

24. Name of principal financial institution for financial responsibility reference.

Name of Bank: JP Morgan Chase Bank, N.A.

Address: 611 Woodward

City and State: Detroit, Michigan 48226

Officer familiar with bidders account: Gail Tomlinson

Federal Taxpayer I.D. number: 38-2678334

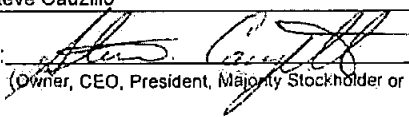
27. Please check all classifications that apply to your business:

☐ DBE ☐ WBE ☐ MBE ☐ SBE ☐ SBRA ☐ LSAF

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) GTrans will have the grounds to terminate any or all contracts which GTrans has or may have with the business; 2) GTrans may disqualify the business named above from consideration for contracts and may remove the business from GTrans' bidders list; or/and 3) GTrans may have grounds for initiating legal action under federal, state or local law.

Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow GTrans to report the amount of subcontracting activity with all businesses that offer the commodities and services used by GTrans.

Printed Name: Steve Cauzillo Title: Customer Service Manager

Signature of Owner:  Date: 1/20/20
(Owner, CEO, President, Majority Stockholder or Designated Representative)

FORM C

RESTRICTIONS ON LOBBYING

I, Steve Cauzillo hereby certify (Name and title of official)

On behalf of PSI Repair Services, Inc. that: (Name of Bidder/Company Name)

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

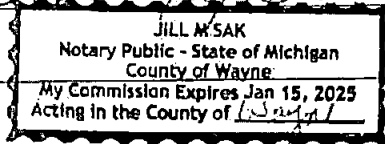
If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder / Company Name	PSI Repair Services, Inc.
Type or print name	Steve Cauzillo
Signature of Authorized representative	<i>[Signature]</i>
Signature of notary and SEAL	<i>[Signature]</i>
Date	1/20/20



FORM D
GOVERNMENT WIDE DEBARMENT AND SUSPENSION

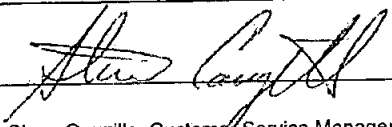
Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

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,

FORM D - Continued
GOVERNMENT WIDE DEBARMENT AND SUSPENSION

- 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	PSI Repair Services, Inc.
Signature of Authorized Official	
Name and Title of Contractor's Authorized Official	Steve Cauzillo, Customer Service Manager
Date	1/20/20

FORM E
ADDENDUM ACKNOWLEDGEMENT

Proposer acknowledges receipt of the following addenda which are attached to the Proposal:

Addendum No. _____

Date _____

Addendum No. _____

Date _____

Addendum No. _____

Date _____

Failure to acknowledge the receipt of all addenda may cause the Proposal to be considered non-responsive.

If Proposer is a corporation, state the legal name of the corporation and the name(s) of person(s) authorized to sign Proposals; if a partnership, state true name of firm and the names of all individual partners; if an individual, state name in full.

Date: Jan 10, 2010

Company: PSI Repair Services, Inc.

Signed: 

Name: Steve Cauzillo

Title: Customer Service Manager

Telephone: 734-853-5360

FORM F
DESIGNATION OF SUBCONTRACTORS

Propose shall provide the names and business addresses of each subcontractor who will perform work under the contract.

Attach additional copies of this form if more space is needed.

Company Name and Address / Contact Name and Phone No.	DBE (Included in CUCP List)	Description of Work/Services	Estimated Dollar Amount
N/A			

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 151265626

ENTITY	P.S.I. REPAIR SERVICES, INC.	Status: Active
DUNS: 151265626	+4:	CAGE Code: 5N884 DoDAAC:
Expiration Date: 08/15/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 11900 MAYFIELD ST		
City: LIVONIA	State/Province: MICHIGAN	
ZIP Code: 48150-1733	Country: UNITED STATES	



City of Gardena City Council Meeting

Agenda Item No. 8. D. (1)

Department: GENERAL SERVICES

Meeting Date: February 25, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVE PURCHASE ORDER TO ALTEC INDUSTRIES, INC. FOR ALTEC MODEL LR7-60E70 ARTICULATING AERIAL DEVICE (INSULATED) TREE TRUCK IN THE AMOUNT OF \$181,062.00 AND A 2019 VERMEER BC1000XL-49 – 12" BRUSH CHIPPER WITH 49 HP TIER 4F ENGINE IN THE AMOUNT OF \$42,608.86 FOR PUBLIC WORKS MAINTENANCE EQUIPMENT PURCHASE, JN 954

COUNCIL ACTION REQUIRED:

Approval of Purchase Order

Action Taken

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that City Council approve a Purchase Order to Altec Industries, Inc., in the amount of \$181,062.00 (including sales tax and freight) for an Altec Model LR7-60E70 Articulating Aerial Device (Insulated) Tree Truck, and a 2019 Vermeer BC1000XL-49 – 12" Brush Chipper with 49 HP Tier 4F Engine in the amount of \$42,608.86 through the Sourcewell Cooperative Agreement Contract for Public Works Maintenance Equipment Purchase, JN 954.

The purchase of the tree truck would replace a 2002 tree trimming truck which has reached the end of its useful life and falls below current air quality standards. The proposed truck will come with a certified clean idle and will be incorporated into Public Works/General Services clean air fleet. The proposed truck to be purchased is a 2021 Freightliner with an Alter Overcenter Articulating Aerial Device (Insulated).

In addition, purchasing a wood-chipper would increase productivity by eliminating the need to load tree trimming debris and make multiple trips to unload at the Public Works Yard. Multiple trips to the yard increase fuel consumption as well as creates a disruption in workflow. The wood-chipper would allow staff to breakdown debris into mulch, eliminating the need to dump multiple times during each trimming.

This item will be funded by SB1 per the City Council approval action on April 23, 2019 in reference to Resolution No. 6375, adopting a list of FY 2019-2020 Projects for the Road Repair and Accountability Act of 2017. The identified projects have been also approved by the State Transportation Commission in May 2019.

The purchase will be through Sourcewell Grounds Maintenance Contract #012418-ALT for the Tree Truck and Contract #062117-VRM for the Brush Chipper. 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: \$223,670.86

Funding Source: SB1 Gas Tax Fund

ATTACHMENT: (A) Altec Quote, (B) Vermeer Quote and (C) Council Approval and Resolution No. 6375

Submitted by: Kevin Kwak

Kevin Kwak, Principal Civil Engineer

Date: 2-20-2020

Concurred by: Clint Osorio

Clint Osorio, City Manager

Date: 2/20/20



Opportunity Number: 1339917
 Quotation Number: 591354-2
 Sourcewell Contract #: 012418-ALT
 Date: 2/11/2020

Quoted for: City of Gardena

Customer Contact:

Phone: / Email:

Quoted by: Mike Blackmon

Phone: 919-528-8058 / Email: mike.blackmon@altec.com

Altec Account Manager: Albert Gutierrez

REFERENCE ALTEC MODEL

LR760E70	Overcenter Articulating Aerial Device (Insulated)	\$167,547
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(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1		
2		
3		
4		

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Remote (QTY 2)	\$1,418
2	VCAM	Backup Camera System	\$835
3	RL	COMPARTMENT LIGHTS in Body Compartments - Rope LED (QTY 4 Compartmen	\$592
4			
5			
6			
7			
8			
SOURCEWELL OPTIONS TOTAL:			\$170,392

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY	Custom Drawer Installation	\$975
4	BODY & CHASSIS ACC		
5	ELECTRICAL	Directional Light Bar, Recessed Install	\$1,205
6	FINISHING		
7	CHASSIS	Custom M2-106 ILO Contract Chassis	\$2,662
8	OTHER		
OPEN MARKET OPTIONS TOTAL:			\$4,842

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$175,234

Delivery to Customer: \$5,828

TOTAL FOR UNIT/BODY/CHASSIS: \$181,062

(C.) ADDITIONAL ITEMS (Items are not included in total above)

1		
2		
3		
4		

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 270-300 days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: Creedmoor, NC

Sourcewell - Gardena LR7-60E70



Quote Number: 591354 - 2
Altec, Inc.

February 11, 2020
Our 91st Year

Ship To:

CITY OF GARDENA
ATTN CARL
1717 WEST 162ND STREET
GARDENA, CA 90247-0000
US

Bill To:

CITY OF GARDENA
1717 W 162ND ST
GARDENA, CA 90247-0000
United States

Attn:
Phone:
Email:

Altec Quotation Number: 591354 - 2
Account Manager: Albert Gutierrez
Technical Sales Rep: Michael Aaron Blackmon

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC Model LR7-60E70 Articulating Overcenter Aerial Device with an insulating lower boom, insulating upper boom and the Altec ISO-Grip insulating system at the boom tip. For installation behind the cab to include the following features: A. Ground to Bottom of Platform Height: 70.3 feet (21.4 meters). B. Working Height: 75.3 feet (23.0 meters). C. Maximum reach to edge of platform with Upper Boom Non- overcenter (working position): 44.8 feet (13.6 meters) at platform height of 28.7 feet (8.7 meters) D. Maximum reach to edge of platform with Upper Boom Overcenter: 48.4 feet (14.8 meters) at platform height of 9.8 feet (3.0 meters) E. Continuous rotation. F. Lower Boom Articulation: 0 to 125 degrees. G. Lower Boom Insulator provides 15 inches (38.1 centimeters) of isolation. H. Upper Boom Articulation: 0 to 270 degrees. I. Platform capacity: 400 lbs (181.44 kilograms) J. Platform leveling: achieved by a single leveling chain and 3/4" fiberglass rods in the upper and lower booms. This lifetime system is very low maintenance. K. Hydraulic system: Open center (full pressure), maximum flow of 6.0 to 6.5 gpm (22.7 to 24.6 lpm), maximum operating pressure of 3,000 psi. L. Side-by-Side Boom Stow offers low travel height and easy platform access. M. Maintenance Free Elbow: nitrided to prevent rust, increase hardness and eliminates the need for grease at the elbow. N. Small Boom Tip Profile. O. Altec Patented walking link system features uniform speed, smooth and continuous articulation and low maintenance operation. P. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Q. Unit meets or exceeds ANSI 92.2 standards.		
2.	Manual Upper Boom Stow Securing System with support cradle and tie down strap.	1	
3.	Elevator Pedestal	1	
4.	Single, One (1) Man, Fiberglass Platform; fixed side mounted. 24 x 24 x 39 inches. Altec Patented ISO-Grip Insulating, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard. Located on the side of the platform nearest the upper boom, mounted on the shaft. Forward/back operates lower boom down/up, tiller operates rotation CW/CCW, and up/down operates upper boom up/down.	1	
5.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
6.	Platform Cover - Soft vinyl 24 x 24 inch (610 x 610 mm)	1	
7.	Platform Liner, 24 x 24 x 39 inches (610 x 610 x 991 mm), 50 kV Rating	1	
8.	Hydraulic Tool Circuit at Platform: Two (2) sets of tool couplers for open center tools, located on the side of the platform nearest the elbow in the stowed position.	1	
9.	Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. Control is operated with an air plunger at the platform and a momentary switch located at the lower controls and the outrigger controls. This feature allows the operator to completely stow the booms, platform, and outriggers.	1	
10.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
11.	Primary A-Frame Outriggers with 5-degree swivel shoe. For installation on a 36 to 40 inch chassis frame height. A. Maximum Spread: 140 inches to the outer edge of shoes B. Ground Penetration: 7 to 11 inches depending on chassis frame height C. Outrigger/Unit Selector Valve: reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped D. Outrigger Control Valves: located on the outrigger legs E. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed F. Outrigger Motion Alarms	1	
12.	Hydraulic Outrigger Control Valves	1	
13.	Insulating Aerial Device, ANSI Category C, 46kV and Below	1	
14.	Bolt On Grab Handle for Turntable	1	
15.	Altec Unit Powder Painted White	1	

Unit & Hydraulic Acc.

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
16.	Scuff Pad, 24" x 24", With Step (For use with Platform Liner)	1	
17.	Hydraulic Reservoir, 30 Gallon, Rectangular	1	
18.	No Reservoir Gauge Required	1	
19.	HVI-22 Hydraulic Oil (Standard).	35	
20.	Standard Pump For PTO	1	
21.	Hot shift PTO for automatic transmission	1	
22.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set.-Once parking (holding) brake is set, PTO and machine functions are enabled.-If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1	
23.	Standard PTO/Transmission Functionality for Automatic Transmissions -If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. Once the chassis is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1	

Body

- | | | |
|-----|---|---|
| 24. | Altec Chip Dump Body 14.5 cubic yard capacity, 96 inches wide x 60 inches high x 132 inches long (2438 x 1524 x 3353 mm) with ladder box on curb side of body and single piece tailgate | 1 |
|-----|---|---|
- A. Structural Channel stringers and floor channel.
 - B. 12 gauge minimum floor plate.
 - C. 14 gauge minimum sides and front with full length die-formed reinforcing ribs.
 - D. 14 gauge roof.
 - E. Rear top and sides of body reinforced for lower boom support.
 - F. 26-1/2 inches (673 mm) high tailgate, hinged curb side with provision to hold open for dumping.
 - G. 12 gauge minimum rear under body skirt panel.
 - H. Class "C" Hydraulic hoist, installed, with 45 degree dump angle and body prop.
 - I. LED lighting package, rubber grommet-mounted, with wiring harness in automotive type loom.
 - J. Two(2) LED strobes mounted in the upper rear corners of the dump body.
 - K. Curb side built-in ladder compartment, 12 inches wide x 25 inches high (305 x 635 mm) with wear pad and internal security chain.
 - L. Pole pruner compartment, 11 inches high (279.4 mm), above ladder compartment with dual shelves and rear locking door. Upper section of rear door opening is open.
 - M. Interior of chip body finished with scratch and corrosion resistant liner
 - N. Underside of chip body undercoated.
 - O. Painted White
- | | | |
|-----|---|---|
| 25. | Altec T-66 Thru Box with curbside and streetside compartments containing the following: | 1 |
|-----|---|---|
- A. Streetside: Single compartment (66 inches long x 50 inches high x 26.5 inches deep) with two (2) barn-style doors and one (1) vertical door. Two (2) full width shelves fixed at 11 inches and 25 inches from top. Rubber matting (0.125 inch

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	thick) in bottom on left side for chainsaw storage. Right side has access to horizontal thru compartment extending to curbside.		
B.	Curbside: Single compartment (41 inches long x 50 inches high x 26.5 inches deep) with two (2) barn-style doors. Left side has two (2) full width shelves fixed at 11 inches and 25 inches from top. Right side has six (6) material hooks (3-0-3). Platform mounted behind compartment 12 inches high x 25 inches wide x 26.5 inches deep. Horizontal thru compartment (6 inches high) recessed 12 inches, open to streetside with vertical partitions spaced 10 inches, 6 inches and 9 inches wide with drop-down door. Access step to T-box compartment top.		
C.	Standard features: Bolt-on rotary slam door locks. Gas shock door holders. Door locks are single point with locking cylinders. Finish paint interior compartments the same as exterior. Integrated locking system installed.		
D.	Provide mounting bracket for hydraulic reservoir on top of transverse behind curbside vertical compartment.		
E.	Automotive undercoating applied to entire underside of body.		
F.	Painted White		

Body and Chassis Accessories

26.	Cab Guard, 140" L, 12 GA Sheet Metal With Non-Skid Surface And Expanded Metal Section At Front, Black Gator Hyde Coating	1	
A.	Cab Guard Mounting Kit		
B.	Front Supports For Cab Guard		
27.	ICC (Underride Protection) Bumper Installed At Rear	1	
28.	T-100 Style Pintle Hitch (30,000 LB)	1	
29.	Set of Safety Chain Loops, Fixed Mounting (Forestry Applications)	1	
30.	Rigid Access Step Under Through Box Side Access Platform	1	
31.	Cab Guard Access Stirrup Step(s) With Grab Handle(s) At Curbside Rear Of Cab Guard	1	
32.	Platform Rest, Rigid with Rubber Tube	1	
33.	No Automatic Lower Boom Stow Securing System	1	
34.	Wood Outrigger Pad, 24 x 24 x 2.5 Inch, With Rope Handle	2	
35.	Outrigger Pad Holder, 25" L x 25" W x 5" H, Fits 24.5" x 24.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
36.	Pendulum Retainers For Outrigger Pad Holders	2	
37.	Mud Flaps With Altec Logo (Pair)	1	
38.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1	
39.	Wheel Chock Holders (Pair), For Installation Under Flatbed Or Dump Body	1	
40.	Grab Handle Installed on Top of Curbside Rear Through Box Compartment	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
41.	Small Grab Handle Installed On Front Of Dump Body At Through Box Side Access Platform	1	
42.	Small Grab Handle Installed on Rear of Through Box on Curbside at Through Box Side Access Platform	1	
43.	Slope Indicator Assembly For Machine With Outriggers	1	
44.	Cone Holder, Horizontal Style with Vertical Pivot (Un-folds Upwards), For Mounting On Front Bumper (Holds up to four 15"x15" large cones)	1	
45.	Driveaway Safety Kit	1	
46.	Vinyl manual pouch for storage of all operator and parts manuals	1	
47.	Additional Body/Chassis Accessory -4" Deep Pull Out Drawer Kit, Installed Under CS T-Box Fixed Shelf	1	

Electrical Accessories

48.	Rope Lights, LED, Installed Around Top And Sides Of Compartment Door Facings In Through Box (Installed At Final Assembly)	5	
49.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
50.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear	1	
51.	Strobe Lights Wired Ignition Hot	1	
52.	Directional Light Bar, Amber, LED, 42" Long -Install Recessed at Top Center of Dump Body	1	
53.	Go-Light Brush Guard (Not for Stryker Models)	2	
54.	Remote Spot Light, LED, Permanent Mount with Programmable Wireless Remote -Install (1) Each CS and SS on Front Corners of Cab Guard	2	
55.	Auxiliary Lighting Wired Ignition Hot	1	
56.	Dual Tone Back-Up With Outtrigger Motion Alarm	1	
57.	Altec Backup Camera System, 7" Color LCD Monitor, Heated Infrared Camera with Day/Night Sensor and Audio	1	
	A. 7" Color LCD Monitor With LED Backlighting And Proximity Indicators		
	B. 2 Inputs With Independent Triggers		
	C. Heated Infrared Camera With Day/Night Sensor And Audio		
	D. Mirror/Normal View		
	E. IP68 Rated		
	F. Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical)		
	G. 20 Meter Cable Assembly		
58.	Install backup camera monitor on the front windshield in lieu of the rearview mirror.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
59.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
60.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
61.	Electric Trailer Brake Controller (Tekonsha Voyager #9030)	1	
62.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1	
63.	Install secondary stowage system.	1	
64.	Install Outrigger Interlock System	1	
65.	Heavy Duty Secondary Stowage Pump	1	
66.	PTO Indicator Light Installed In Cab	1	

Finishing Details

67.	Powder Coat Unit Altec White	1	
68.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
69.	Apply Non-Skid Coating to all walking surfaces	1	
70.	English Safety And Instructional Decals	1	
71.	Vehicle Height Placard - Installed In Cab	1	
72.	Placard, HVI-22 Hydraulic Oil	1	
73.	Dielectric test unit according to ANSI requirements.	1	
74.	Stability test unit according to ANSI requirements.	1	
75.	Focus Factory Build	1	
76.	Delivery Of Completed Unit -Gardena, CA	1	
77.	Inbound Freight	1	
78.	Installation - LR7-60E70 Aerial Device	1	

Chassis

79.	Chassis	1	
80.	Altec Supplied Chassis	1	
81.	2021 Model Year	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
82.	Freightliner M2-106	1	
83.	4x2	1	
84.	139 Clear CA (Round To Next Whole Number)	1	
85.	Regular Cab	1	
86.	Chassis Cab	1	
87.	Cummins B6.7	1	
88.	240 HP Engine Rating	1	
89.	Allison 3500 RDS Automatic Transmission (Left and Right Side PTO Openings Only)	1	
90.	GVWR 33,000 LBS	1	
91.	13,220 LBS Front GAWR	1	
92.	Spring Suspension	1	
93.	21,000 LBS Rear GAWR	1	
94.	Air Brakes	1	
95.	Park Brake In Rear Wheels	1	
96.	016-1C3 - Freightliner Horizontal Exhaust (Right-Horizontal-Under Cab-Horizontal)	1	
97.	Freightliner - Clear Area Around Allison PTO Openings (362-824) and (363-011)	1	
98.	Freightliner - Radiator (950 Square Inch) for ISB/B.7 or DD8.1 (SS) (266-078)	1	
99.	Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010)	1	
100.	Freightliner PTO Throttle Wiring for Automatic Transmission (163-004) (148-074) (87L-003)	1	
101.	Freightliner Transmission Dipstick Tube Enters Curbside of Transmission (346-013)	1	
102.	Freightliner/Allison Body Builder Connection (34C-001)	1	
103.	No Prewire Chassis	1	
104.	No Idle Engine Shut-Down Required	1	
105.	50-State Emissions	1	
106.	Clean Idle Certification	1	
107.	204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)	1	
108.	23U-001, 43X-002 Freightliner 6 Gallon DEF Tank (Under Cab Left Hand)	1	
109.	Chassis Without Front Frame Extensions	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
110.	Battery Under Cab Left Hand	1	
111.	Air Horn	1	
112.	AM/FM Radio	1	
113.	Bluetooth	1	
114.	Air Conditioning	1	
115.	Cruise Control	1	
116.	Power Door Locks	1	
117.	Power Windows	1	
118.	Tilt Steering Wheel -Tilt/Telescope	1	
119.	Driver Controlled Locking Differential	1	
120.	Trailer Air Brake Package	1	
121.	Air Ride Drivers Seat	1	
122.	Air Ride Passenger Seat	1	

Additional Pricing

123.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
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Unit / Body / Chassis Total	181,062.00
FET Total	0.00
Total	181,062.00

Altec Industries, Inc.

BY _____

Michael Aaron Blackmon

Notes:

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2019 Vermeer Corporate Account Pricing
 Sourcewell Grounds Maintenance Contract # 062117-VRM

☒ **QUOTE**
☐ **ORDER**

BC1000XL 49 - 12" Brush Chipper with 49 hp Tier 4F Engine
Basic Unit (Use this pricing if specifications beyond those shown below are desired)

BC1000XL Brush Chipper (12" capacity drum style) w/ 49 hp Deutz D2.9L Tier 4 Final diesel engine, isolated engine and cutter housing, 12"x17" feed opening, high coolant temperature and low oil pressure automatic shutdown, LED trailer lighting, live hydraulics, horizontal feed roller, SmartFeed, ECO Idle, 25 gallon fuel tank, lockable steel engine shields, jack and infeed table w/ lower feed stop bar (426); 5200 lbs. Torflex axle w/ electric brakes, telescoping tongue, pintle hitch, break-away switch, 6-bolt ST235/80R16 LRE tires (027); basic discharge deflector (019); basic sound reduction (single-layer infeed curtain and standard discharge chute) (086); Deutz instrumentation panel (includes multifunction electronic display and fuel gauge) (428)

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

Basic Unit Price: \$34,164.00
Optional Features:
Add to Basic Unit Price:

<input type="checkbox"/> 7000 lbs. Torflex axle w/ electric brakes, telescoping tongue, pintle hitch, break-away switch, 8-bolt ST235/80R16 LRE tires (028)	
<input type="checkbox"/> 5200 lbs. Torflex axle w/ hydraulic brakes, fixed tongue, pintle hitch, 6-bolt ST235/80R16 LRE tires (029)	
<input type="checkbox"/> 2" Ball Hitch (part # 120015001 - must be ordered thru Parts Dept)	
<input type="checkbox"/> Deluxe Discharge Deflector (quick ground adjustment) (020); in lieu of basic discharge deflector (019)	
<input type="checkbox"/> Deluxe Sound Reduction (triple-layer infeed curtain and coating on discharge chute) (087); in lieu of basic sound reduction	
<input type="checkbox"/> Instrument Panel Cover (lockable) (112)	
<input type="checkbox"/> Belt and Knife Service Kit (992)	
<input checked="" type="checkbox"/> Flag Mounts (993)	\$166.00
<input checked="" type="checkbox"/> Cone Storage Mount (994)	\$194.00
<input type="checkbox"/> Bulldog hitch (163674254)	
<input type="checkbox"/> Tree Commander Kit (Alkaline Batteries) (IK013054- order thru parts center)	
<input checked="" type="checkbox"/> White paint	\$450.00

Extended Warranty: (choose one)

<input type="checkbox"/> 2 Year Labor Warranty (PL2)	
<input checked="" type="checkbox"/> 2 Year Confidence Plus (CP2) -includes 2 Year Parts & Labor Warranty and initial 4 PM intervals	\$2,285.00
<input type="checkbox"/> 3 Year Parts and Labor Warranty (PL3)	
<input type="checkbox"/> 3 Year Confidence Plus (CP3) -includes 3 Year Parts & Labor Warranty and initial 4 PM intervals	
<input type="checkbox"/> Planned Maintenance Package 4-Intervals (PM)	

Date: 2.19.20
 For: City of Gardena, CA
 Sourcewell Member : 18499
 Provided By: RDO Vermeer
 Contact Name: Lance Barker
 Mobile #: 909.519.8641

Subtotal: \$37,259.00
Dealer Freight & Prep: \$1,650.00
Quantity: 1
Total: \$38,909.00
CALA 9.5% Sales Tax \$3,696.36
CA Tire Fee: \$3.50
Grand Total: \$42,608.86

Pricing effective 02/02/20

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. 5. D. (7)

Department: CONSENT CALENDAR

Meeting Date: APRIL 23, 2019

Resolution No. 6375

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

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

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Adopt Resolution No. 6375	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>Staff respectfully recommends that City Council approve and adopt Resolution No. 6375 which incorporates a list of projects proposed to be funded by the Road Maintenance and Rehabilitation Account (RMRA), also known as SB1, for the Fiscal Year 2019-20 and carryover projects from previously adopted fiscal years.</p>	
<p>Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide. SB 1 increases fuel taxes and vehicle fees to raise revenue and provide for inflationary adjustments in future years.</p>	
<p>The City of Gardena must submit an adopted resolution to the California Transportation Commission that identifies the new and carryover projects funded with RMRA to maintain eligibility. SB1 prioritizes this funding towards street and roadway improvements. Since the City of Gardena has an average Pavement Condition Index (PCI) that meets or exceeds 80, the City may spend its apportioned RMRA funds on a broader range of priorities related to transportation, such as equipment purchases.</p>	
<p>SB1 includes accountability and transparency provisions that will ensure the residents of the City of Gardena are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year. In addition, the City is required to maintain programmed general fund expenditures for street, road and highway purposes. The minimal Maintenance of Effort (MOE) spending is required and based on the annual average of general fund expenditures during the 2009-2010, 2010-2011 and 2011-2012 fiscal years.</p>	
<p>The City will receive an estimated \$1,013,721 in RMRA funding in Fiscal Year 2019-2020 and accumulate approximately \$1,314,620 from 2017-18 and 2018-19 fiscal years. Staff is proposing to modify and relist the previously submitted projects to fund the Western Avenue Street Improvement project between Artesia Boulevard and Redondo Beach Boulevard (\$1,922,000) and Public Works Maintenance Equipment Purchases (\$330,000).</p>	
<u>FINANCIAL IMPACT/COST:</u>	
<p>Budget Amount: \$1,013,721 Funding Source: SB 1 / RMRA Anticipated Revenue: \$1,013,721</p>	
<u>ATTACHMENTS:</u> Resolution No. 6375, Vicinity map for Western Ave. Street Improvement Project	
Submitted by: <u>Joseph Cruz</u> , Joseph Cruz, General Services Director	Date: <u>4/18/19</u>
Concurred by: <u>Edward Medrano</u> , Edward Medrano, City Manager	Date: <u>4/18/19</u>

RESOLUTION NO. 6375

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. The foregoing recitals are true and correct.

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

Western Ave. Street Improvement

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

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

Estimated Project Cost: \$1,922,000

Estimated Useful Life: 10 years

Anticipated Year of Construction: 2020

Public Works Maintenance Equipment Purchase, JN 954

Description: Acquisition of Street Tree Trimming equipment

Estimated Project Cost : \$ 330,000

Estimated Useful Life: 10 years

Anticipated Year of Use: 2020

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

Local Road Maintenance 2017-2018, JN 934

Description: Repair and Rehabilitation of Pavement

Location: Various Locations

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

Local Road Maintenance 2018-2019, JN 949

Description: Repair and Rehabilitation of Pavement

Location: Various Locations

Estimated Useful Life: 20 to 50 years

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

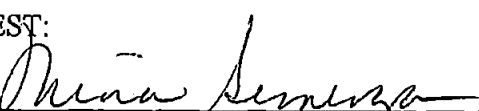
SECTION 4. That this Resolution shall be effective immediately.

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


Passed, approved, and adopted this 23rd day of April, 2019.


TASHA CERDA, Mayor

ATTEST:


MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


PETER L. WALLIN, City Attorney

HAWTHORNE

LOS ANGELES COUNTY

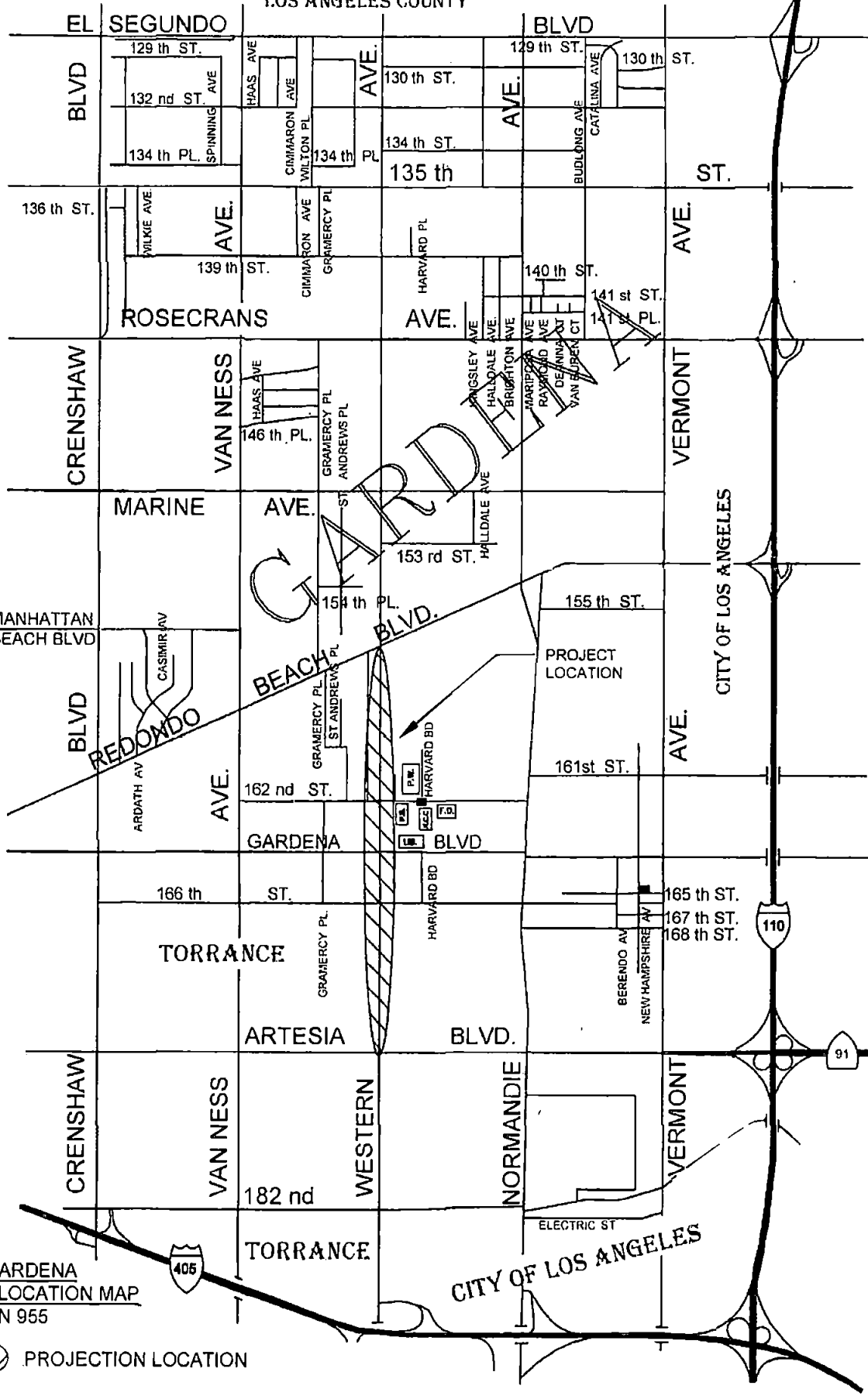
NTS

CITY OF GARDENA
PROJECT LOCATION MAP
JN 955



PROJECTION LOCATION

LOS ANGELES COUNTY



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

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6375** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **23rd day of April, 2019**, and that the same was so passed and adopted by the following roll call vote:

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

NOES: NONE

ABSENT: NONE

Becky Romero
pr _____
City Clerk of the City of Gardena, California

(SEAL)



City of Gardena

City Council Meeting

Agenda Item No. 8. F. (1)

Department: Recreation and Human Services

Meeting Date: February 25, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: AUTHORIZATION TO EXECUTE A THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH CIVICREC/CIVICPLUS

COUNCIL ACTION REQUIRED:

Approval of an agreement with CivicRec/CivicPlus for \$50,410 (3-Year cost) for Recreation Management System.

Action Taken

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that City Council approve agreement with CivicRec/CivicPlus for a Recreation Management System to add technology that will allow staff the ability to more efficiently manage the department's point of sale transactions and provide residents and visitors with the ability to view and book services at their leisure with 24/7 accessibility to the system.

Staff received three quotes and demonstrations for evaluation from the following vendors: PerfectMinds, Community Pass and CivicRec/CivicPlus. After a thorough review, CivicRec/CivicPlus was identified as the best complete solution for the department's needs.

The Recreation and Human Services Department will use the Recreation Management System to manage program registration for classes, After School Program, day camp, sports league, and facility reservations. This will also allow for the transactions for our smaller events. It will also be used by the Senior Citizens Bureau and Human Services Divisions to track volunteer hours, attendance, statistics, and more.

The Recreation Management System will be heavily used by the department based on the following statistics:

- Estimated 10,000 users in Recreation and Human Service Department's database
- Close to \$150,000 flowing through the Department each year
- Approximately 10,500 Class Registrations, Day Camp Registrations, After School Registrations, Ticket Sales of Smaller Events, Youth and Adult Sports, and over 3,000 Facility rentals per year

We anticipate that registration for classes, facility reservations, and sports leagues will increase with the new software.

The Recreation and Parks Commission were included in the review and demonstrations process. At the commission meeting on Monday, February 10, 2020, they voted to support the recommendation to purchase the Recreation Management System.

The contract terms will commence on July 1, 2020 and conclude on June 30, 2023. However, the City will maintain the right to terminate or change service levels at the end of each year and all subsequent years thereafter. The projected net cost is estimated to be \$50,410. With a cost savings of \$5952 due to elimination of Appointment Plus and Team Sideline software programs currently in use.

FINANCIAL IMPACT/COST:

FY 2020-2021 – Approximately \$28,381 (General Fund – \$10,000 and Recreation Division Trust – \$18,381)
FY 2021-2022 – \$10,746, FY 2022-2023 - \$11,283

ATTACHMENTS:

- Attachment A – Agenda Staff Report
- Attachment B – CivicRec/CivicPlus Agreement for Recreation Management System
- Attachment C – Statement of Work Agreement with CivicRec/CivicPlus
- Attachment D – Overview CivicRec/CivicPlus

Submitted by Stephany Santin, Stephany Santin, Director

Date 2/20/20

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

Date 2/20/20

CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item No. 8. F. (1)

Department: Recreation and Human Services

Meeting Date: February 25, 2020

AGENDA TITLE:

Authorization To Execute a Three-Year Professional Services Agreement With CivicRec/CivicPlus.

RECOMMENDATION:

Staff respectfully recommends that the City Council approve an agreement with CivicRec/CivicPlus for \$50,410 (3-Year Cost) for a Recreation Management System in the Recreation and Human Services Department.

BACKGROUND:

The Recreation and Human Service Department currently does not have a Recreation Management System to manage their POS, program, registration, facility reservations, sports, league registration and ticket sales. We are seeking to add technology and create an avenue for our residents and visitors to view and book our services on their own schedule with 24/7 access to the system. Additionally, it will increase efficiency in the department by eliminating the time-consuming manual task of processing and handling paperwork. The system will also allow recreation staff real-time access to information from any facility.

The Recreation and Parks Commission assisted in the review and demonstration process. After the demonstrations, the commissioners voted in support of the purchase of the Recreation Management System at the commission meeting held on February 10, 2020.

Financial Considerations

The City received a total of three (3) responses to the RFP, which were reviewed by a selection team comprised of Recreation Division staff.

Firm Name	Implementation Cost	Additional Training and Financial Extract	Annual Fee	Total
PerfectMind	\$10,800	N/A	\$10,800	\$21,600
CivicRec/CivicPlus	\$7,635	\$10,000	\$10,746	\$28,381
Community Pass	\$8,700	N/A	\$14,650	\$23,350

Two (2) of the bids were comprehensive and provided a solution for each of the RFP's requirements. Our City staff conducted an in-depth, on-site, scripted demonstrations of all functional areas of the software with each finalist. Members of the Recreation and Parks Commission also attended the demonstrations and provided support and feedback.

The City selected CivicRec/CivicPlus who was the lowest responsible bidder. After reviewing the program and additional features, the City opted to add the financial extract and additional training. CivicRec/CivicPlus Financial Accounting Extract is a custom financial extract tailored to the City's specific financial system. Staff also determined that a need for in-depth training was necessary since the city has never utilized recreation management software. Training is a vital part to ensure staff is given the best tools to assist our customers who visit and/or call the department for assistance. The training will be broken up by modules for a more in-depth understanding of each area of the system. The approach will focus on training the staff which would then allow them to train participants in using the software.

The training option includes the following:

- 16 hours of virtual training
- Access to live project support
- Name Implementation Coordinator
- 4 hours of Remote Consultation

Survey and Agency Feedback

Staff contacted numerous agencies currently using the two finalists. Agencies were asked about the system they were currently using and the level of satisfaction they have with it; the responsiveness to the department's service needs; the ability to meet the overall needs of the City in the program desired; the timeliness and effectiveness of the project start-up; and the agencies experience with the program management and customer service satisfaction received from the company.

What was noted and had the greatest impact on the decision to choose CivicRec/CivicPlus was how pleased and satisfied the clients were with their purchase. Additionally, CivicRec/CivicPlus offered a league scheduling feature which was not offered by the other finalist that submitted a proposal.

PerfectMinds	CivicRec/CivicPlus
City of Mission Viejo	City of Anaheim
City of Kamloops	City of Malibu
City of Pleasanton	City of Vacaville
City of Santa Barbara	City of Irvine
City of Aurora	City of El Segundo

Other factors that set CivicRec/CivicPlus apart included:

- Intuitive interface for staff, requiring less training time.
- User-friendly web interface for patrons allowing access to program information, transaction history, and ability to view and print schedules.
- Reporting capabilities
- Overwhelmingly positive feedback from recreation and finance organizations currently using the CivicRec/CivicPlus platform.

The System will also be used by the Senior Citizens Bureau and Human Services Divisions to track volunteer hours, attendance, statistics, registration for programs and more.

FISCAL IMPACT:

The 3-year agreement includes an optional 2-year extension. The first and second year are locked in at \$10,746. In Year 3, the cost increases by 3 percent and 3 percent each additional year thereafter.

	FY Breakdown	One-Time Purchases; Implementation and Training	Annual	Total Cost
3 Year	Year 1 – FY 20/21	\$ 17,635	\$10,746	\$28,381
	Year 2 – FY 21/22		\$10,746	\$39,127
	Year 3 – FY 22/23		3% - \$11,283	\$50,410
2 Year Extension Optional	Year 4 – FY 23/24		3% - \$11,848	\$62,258
	Year 5 – FY 24/25		3% - \$12,440	\$74,698

We currently use Appointment Plus for facility reservation and Team Sideline for our sports leagues. By transitioning to CivicRec/CivicPlus Software we will no longer need the services of the two companies. This will result in an annual savings of \$5,952.

Company	Purpose	Cost
Appointment Plus	Facility Reservation	\$5,353
Team Sideline	League Scheduling Software	\$599
	Total Savings	\$5,952

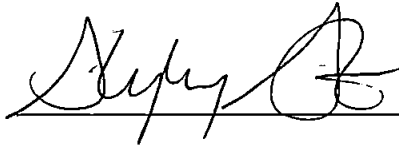
IMPLEMENTATION:

Project kick-off will begin immediately and will continue until the software system transition is complete and functioning according to the agreement. The system is anticipated to go-live to the public July 2020. Once the system is live, the City will discontinue use of Appointment Plus and Team Sideline.

Recreation Staff will be trained to use the new program and also provide instructions to residents and visitors to assist them with this transition. The launch will include a robust marketing and educational plan to aid our community in transitioning to the new software system.

IN CONCLUSION, Staff respectfully recommends that City Council authorize the Recreation and Human Services Department to execute an Agreement with CivicRec/CivicPlus for a Recreation Management System.

Submitted by:



Date: 2/20/20

Attachments

- CivicRec/CivicPlus Agreement for Recreation Management System
- CivicRec/CivicPlus Master Service Agreement
- Overview of CivicRec/CivicPlus

**AGREEMENT BETWEEN THE CITY OF GARDENA
AND CIVICPLUS, LLC FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services (herein "Agreement"), is made and entered into by and between The City of Gardena ("City" or "Client"), and CivicPlus LLC., a Kansas corporation ("Contractor" or "CivicPlus").

1. Recitals.

A. Whereas, City requires the services of a professional to provide registration and facility registration software;

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

C. Whereas, City desires to retain Contractor to provide the necessary services subject to the terms and conditions of this Agreement.

2. Services.

A. The services to be performed by Contractor shall consist of the following ("Services")

B. Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the Statement of Work which is hereby incorporated as Exhibit "A" (collectively the "Services" or the "Work"). Contractor warrants that all Services shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in Statement of Work, Proposal and specific terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

C. Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Work to be performed, (b) has investigated the site of the Work and become fully acquainted with the conditions there existing, (c) has carefully considered how the Work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. Should the Contractor discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by the City, Contractor shall immediately inform City of such fact and shall not proceed with any Work except at Contractor's risk until written instructions are received from the Agreement Administrator.

D. Care of Work. Contractor shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the Work, and shall be

responsible for all such damage until acceptance of the Work by City, except such loss or damages as may be caused solely by City's own negligence.

E. Additional Services. If City determines that additional services are required to be provided by Contractor in addition to the Services set forth above, City shall authorize Contractor 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. Contractor 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 Contractor for Additional Services which are not specifically approved by City in writing.

3. Agreement Administrator. For purposes of this Agreement, City designates Stephany Santin as the Agreement Administrator who shall monitor Contractor'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 Contractor.

4. Compensation.

A. Compensation of Contractor. For the Services rendered pursuant to this Agreement, the Contractor shall be compensated and reimbursed only for such services and such amounts as are expressly prescribed in Exhibit A in an amount not to exceed \$28,381.04 (twenty-eight-thousand and three hundred and eighty one dollars and four cents), not including any optional extension of Software Maintenance and Support as described in subsection 4.B.

B. City Option for Additional Annual Software Maintenance and Support. City shall have the annual option, exercisable in the City's sole discretion, to extend the annual Software Maintenance & Support as described in Exhibit A for the pricing described in Exhibit A (The first year of Software Maintenance & Support is included in the fee charged in Section 4.A above.) The option is exercisable at any time up to and including the anniversary of the annual Software Maintenance & Support and may be exercised by delivering written or email notice of renewal of the service to Contractor at the address specified in Section 19 below.

THE MAXIMUM AMOUNT OF CITY'S OBLIGATION UNDER THIS AGREEMENT - FOR THE INITIAL TERM ONLY - IS THE AMOUNT SPECIFIED IN THIS SECTION. IF THE CITY'S MAXIMUM OBLIGATION IS REACHED BEFORE THE CONTRACTOR'S SERVICES UNDER THIS AGREEMENT ARE COMPLETED, CONTRACTOR WILL NEVERTHELESS COMPLETE THE SERVICES WITHOUT LIABILITY ON THE CITY'S PART FOR FURTHER PAYMENT BEYOND THE **MAXIMUM AMOUNT.**

C. Method of Payment. Contractor shall invoice City in the manner described in Exhibit A..

D. Changes. In the event any change or changes in the work is requested by City, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional Contractor's fees. Addenda may be entered into:

1. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

2. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

E. Payment for Changes. Changes approved pursuant to an Addendum shall be compensated as described in said Addendum.

5. Performance Schedule

A. Time of Essence. Time is of the essence in the performance of this Agreement. Notwithstanding the foregoing, in no event shall Contractor be liable or responsible for any delays or failures to meet deadlines if such delay or failure was caused by the City.

B. Schedule of Performance. All Services rendered pursuant to this Agreement shall be performed within any time periods prescribed in the Statement of Work.

C. Force Majeure. The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Contractor shall within ten (10) days of the commencement of such condition notify the Agreement Administrator who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Agreement Administrator's judgment such delay is justified, and the Agreement Administrator's determination shall be final and conclusive upon the parties to this Agreement.

D. Term. Unless earlier terminated in accordance with Sections 24 or 25 of this Agreement, this Agreement shall continue for one year from the date hereof,

unless extended by mutual written agreement of the parties.

6. Records/Audit.

A. Contractor 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 Contractor and any sub-Contractor 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 Contractor'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, Contractor 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.

7. Successors and Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Contractor 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.

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

9. Key Personnel. City has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor 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 Contractor to perform Services pursuant to this Agreement, Contractor shall remove any such person immediately upon receiving notice from City.

10. Use of Materials.

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

B. City may utilize any material prepared or work performed by Contractor pursuant to this Agreement, including computer software, in any manner, which City deems proper without additional compensation to Contractor. Contractor 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 Contractor accepts such responsibility in writing.

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

12. Records and Reports

A. Reports. Contractor shall periodically prepare and submit to the Agreement Administrator such reports concerning the performance of the services required by this Agreement as the Agreement Administrator shall require.

B. Records. Contractor shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Agreement Administrator to evaluate the performance of such services. The Agreement Administrator shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

C. Ownership of Documents. All drawings, specifications, reports, records, documents and other materials ("Records") prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Agreement Administrator or upon the termination of this Agreement, except any Records which are required by a standard rule of professional conduct applicable to the Contractor's profession to be kept confidential from the City shall remain owned and in the possession of Contractor. Notwithstanding the foregoing, any

Records created or acquired by Contractor prior to entering into this Agreement shall remain the property of Contractor. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the Records hereunder. Contractor may retain copies of such Records for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. In no event shall City acquire any ownership interest in any Records or property, including but not limited to designs, graphics and software, developed or acquired by Contractor independently of Contractor's performance of its obligations under this Agreement.

D. Release of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Agreement Administrator.

13. Legal Requirements.

A. Contractor 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. Contractor 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. Contractor 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.

14. Conflict of Interest and Reporting.

A. Contractor shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Contractor shall comply with the City's Conflict of Interest reporting requirements. Contractor 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. Contractor and its representatives shall refrain from lobbying City of Gardena officials, employees and representatives for the duration of this Agreement.

15. Guarantee and Warranty. Contractor 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 Contractor to re-perform any of said services, which were not performed in accordance with these standards. Contractor shall perform the remedial services at its sole expense.

16. Insurance.

A. Commencement of Work. Contractor 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, Contractor must have and maintain in place all of the insurance coverage required in this Section. Contractor'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 Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Contractor's insurance may cover all subcontractors.

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. Contractor shall maintain the types of coverage and limits indicated below:

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

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

3. 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, Contractor'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 Contractor's insurance and shall not contribute with it.

4. 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.

5. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to City.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Contractor'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.

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 Contractor); or Contractor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

F. Verification of Compliance. Contractor 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, Contractor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Contractor shall provide full copies of any requested policies to City within three (3) days of any such request by City.

G. Termination for Lack of Required Coverage. If Contractor, 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 Contractor's expense and/or terminate this Agreement.

17. Indemnity.

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

B. Contractor 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 Contractor 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 Contractor. 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.

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

19. 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:
1700 West 162nd Street
Gardena, California 90247-3732
Attn: Stephany Santin
Telephone Number:
Facsimile Number:
E-mail: ssantin@cityofgardena.org

Contractor:

CivicPlus
302 South 4th Street, Suite 500

Manhattan. Kansas 66502
Attn: Contract Manager
E-mail: contracts@civicplus.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.

20. 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.

21. 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.

22. Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party cures any default within ninety (90) days after service of the notice, or if the cure of the default is commenced within thirty (30) days after service of said notice and is cured within a reasonable time after commencement; provided that if the default is an immediate danger to the health, safety and general welfare, the City may take immediate action under Section 24 of this Agreement. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

23. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

24. Termination Prior to Expiration of Term. The City reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to Contractor, except that where termination is due to the fault of the Contractor and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as the City's Contract Manager in his or her sole discretion determines is appropriate. Upon receipt of the notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Agreement Administrator. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Agreement Administrator thereafter.

25. Termination for Default of Contractor. If termination is due to the failure of the

Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, provided that the City shall use reasonable efforts to mitigate damages, and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed to City

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, along with Exhibit incorporated and attached hereto 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:
Civic Plus

By _____

Date _____

APPROVED AS TO FORM:



Carmen Vasquez, City Attorney

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-07160-1

Date:

2/5/2020 4:40 PM

Expires On:

2/14/2020

Product:

CivicRec

Ship To

Evette Benjamin
Gardena CA - CivicRec

Bill To

Gardena CA - CivicRec

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Scott Garrie	x	garrie@civicplus.com		Net 30

Exhibit A.1 - Statement of Work

QTY	Product Name	DESCRIPTION	TOTAL
1.00	CivicRec Premium	Premium Package -Project Coordination - Branded Public Portal -Help Center Access -Access to Live Project Support -Named Implementation Consultant	\$3,885.00
4.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	\$3,000.00
1.00	CivicRec Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	\$750.00
1.00	CivicRec Annual Fee	CivicRec Annual Fee	\$10,746.04
1.00	Approved Payment Gateway	Approved Payment Gateway	\$0.00
1.00	Approved Payment Gateway Annual Fee	Approved Payment Gateway Annual Fee	\$0.00
1.00	CivicRec Financial Accounting Extract	Financial Extract - Custom financial extract tailored to a specific financial system.	\$10,000.00
TOTAL:			\$28,381.04

Total Days of Quote:365

One Time Costs	\$17,635.00
Recurring Costs	\$10,746.04

* Recurring Costs stated herein are based upon the number of days stated above.
Upon renewal of this SOW, the Recurring Costs will reflect a 365 day calendar year.

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work (SOW) is hereby attached.

2. This SOW shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.

3. The Total First Year Fees (total of One-Time Costs and Recurring Cost) shall be invoiced as follows:

a. Upon signing of this SOW – one half of the Total First Year Fees;

b. The earlier of 6 months from signing or upon completed implementation of the CivicRec Recreation Management Software – the remaining half of the Total First Year Fees.

4. Renewal Term Annual Services Fees (Recurring Costs) shall be invoiced on the date of signature of relevant calendar years beginning with the second year of service. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 3 of service.

5. The Client's Annual Services Fees agreed upon herein are based on Client processing up to \$540,001.76 of revenue per year ("Predicted Processing Volume"). Starting with the first renewal year of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.

6. All amounts owed to CivicPlus hereunder are fully-earned upon provision of the Services Provided, as described in Addendum 1, and are not subject to withholding or off-set in any manner whatsoever, such amounts are non-refundable upon payment subject only to a clear demonstration of an accounting error. Client expressly acknowledges and agrees that Client is familiar with the proposed Services Provided and CivicPlus' billing process.

7. For the purposes of obtaining merchant account services through CP Pay, Client may utilize the designated merchant account for CivicRec through an integrated partnership with OpenEdge ("CP Pay Merchant"). In the event Client chooses CP Pay Merchant, Client will enter into a merchant account agreement with OpenEdge. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses CP Pay Merchant, CivicPlus will facilitate Client and CP Pay Merchant communication for contracting purposes and shall integrate the CP Pay Merchant account processor at no charge to Client. Client agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. If Client desires to use an integrated merchant account processor gateway besides the designated CP Pay Merchant, an integration fee will be included in Client's implementation fees. Client agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including CP Pay Merchant.

8. When Client uses CP Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CP Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client	CivicPlus
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Addendum 1 to Exhibit A.1 – Services Provided

Services provided by CivicPlus to the Client under this agreement include the following:

Access: CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client to access, use and display the CivicPlus item(s) listed in the SOW in accordance with the terms of the Agreement. Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any device with an Internet connection and browser. .

Documentation: All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.

Data Backups: CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.

Enhancements: New features will be added throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Notwithstanding the foregoing, all custom work will be estimated and agreed upon in writing by the parties hereto prior to work start.

Client Support: CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.

Data: In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, additional fees may apply. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization		URL
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #		Sales Tax Exempt #
Billing Terms		Account Rep
Info Required on Invoice (PO or Job #)		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax



Gardena, California

Recreation Management System

Presented by | Scott Garrie, CivicRec Account Executive



February 7, 2020

302 South 4th Street, Suite 500
Manhattan, Kansas 66502
888-228-2233



Evette Benjamin, Recreation Program Administrator
City of Gardena, California
Recreation and Human Services Department

Re: Recreation Management System

Dear Evette:

Our mission at CivicPlus, LLC (CivicPlus) is to help local government work better. Local governments are continually being asked to do more with less. Technology can be the solution, but complicated applications can cause more issues than they solve. The CivicRec Recreation Management System (RMS) is both comprehensive and convenient to encourage citizen engagement in your park facilities and recreation activities.

Because Gardena has unique values and goals for reaching out to your community, such as shelter or meeting room reservations, adult and youth sports activities, and annual pool passes, the CivicRec RMS will be tailored to meet your specific needs. By partnering with CivicPlus, you'll receive:

- Unlimited user licenses
- Access to all CivicRec modules
- Ongoing software updates
- 24/7/365 support with secure hosting

With the CivicRec RMS, your staff will have an easy-to-use suite of cloud-based tools that will simplify the way your staff works while creating an engaging experience for your citizens.

A Gardena Recreation and Human Services Department and CivicRec partnership will save you time and money with a solution for your community to find what they need, when they need it.

Sincerely,

A handwritten signature in black ink, appearing to read 'SGarrie'.

Scott Garrie
CivicRec Account Executive
garrie@civicplus.com
Direct Line 913-222-9566



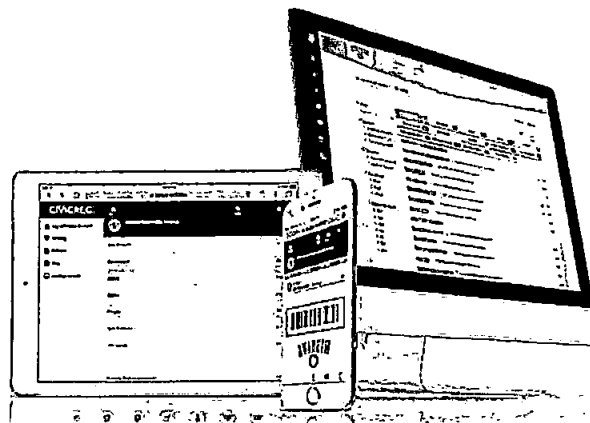
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2	CivicPlus Company Overview
3	Client Testimonials
4	CivicRec RMS
7	Implementation
10	Support, Hosting, & Security
12	Investment Proposal

Executive Summary



Exclusively for Parks & Rec	CivicRec has been developed exclusively for parks and recreation departments. It was not designed for another industry and altered to meet your needs. We have the focused vision and strategic direction to specifically cater to the functionality Gardena needs most.
Unlimited Users	There is no limit to concurrent users—receive the entire system with no user licenses to purchase or update.
All-Inclusive	All modules are available to all clients all the time at no additional cost.
Branded Public Portal	Encounter a seamless visual transition from your website to the RMS pages.
Social Sign-On	Your public can easily sign-on with their Facebook or Google accounts.
Quick Implementation	You can be up and going quickly with our proven implementation process that averages 20-22 weeks.
No Need to "Upgrade"	We have a track record of not only supporting our product, but also evolving it, so it consistently stays at the forefront of design, usability, and capability. Every software update (product enhancement) is available to all clients at no additional cost. You will always have brand new software!
Client Feedback	In order to keep our products fresh, CivicRec clients can submit product enhancement requests through an online ticket tracking system. We regularly accept and incorporate client feedback, benefiting our entire user base at no additional cost.



CivicPlus Company Overview



20+

years of experience with a focus to help local governments

350+

employees, many with experience in local government

4,000+

local government clients across the United States and Canada

Inc.
5000

8-time Inc. 5000 Honoree



www.govtech.com/100

At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the citizens they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients, including solutions for citizen engagement, administrative services, constituent services, and recreation management.

As we have grown, the pathway to achieving this goal became clear. We need to build groundbreaking software and host them on a single, robust platform that enables convenient collaboration and streamlined operations. This led to the development of the CivicPlus Platform which enables single sign-on capabilities, strengthened identity management, and API access for our clients across our solutions.

CivicRec, a CivicPlus company, has 10+ years of experience and is designed specifically to meet the needs of municipal parks and recreation departments. CivicRec strives to provide recreation departments and their customers (the public) with a modern, intuitive interface that is powerful, well-managed, and actively supported

Company & Contact Information

Point of Contact

Scott Garrie
CivicRec Account Executive
garrie@civicplus.com
Direct Line 913-222-9566

Primary Office

302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888-228-2233
Fax: 785-587-8951
www.CivicPlus.com

Legal Information

CivicPlus, LLC
Converted in State of Kansas,
January 2019
f/k/a CivicPlus, Inc. Incorporated
State of Kansas, June 1998

Client Testimonials



We got to customize the software. That ended up being one of the best things about the implementation process. A trainer from CivicRec helped us set it up, but we got to customize it, so we got to manipulate the program to ensure it could accommodate our processes and what we needed the system to do for us.

Grant Taylor, Recreation Manager
Weatherford, Texas



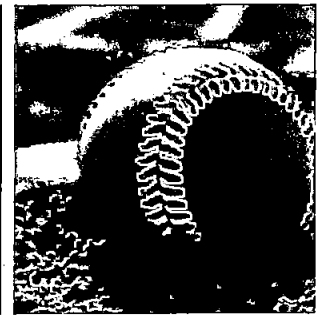
The City's online registration offering has made a huge difference. It makes everything easier. It has helped to improve the program as a whole. Participation is up, which means revenue is up, which means the city can invest in better, nicer facilities and fields. In the end, it has been good for everyone.

Wil DuCrest, Citizen
Hurricane City, Utah

CivicRec really is self-explanatory. That's what we like about it. It's not written in computer jargon, and the buttons are clearly labeled to indicate what they do. Our staff has quickly been able to learn how to utilize its functionality.

Jon Woodsby, Assistant Parks and Recreation Director
Spartanburg County, South Carolina

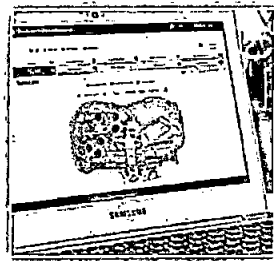
CivicRec RMS



Gardena is seeking a recreation management system that provides your staff and customers with the greatest service in the industry, both in person and online. CivicRec can provide you with an integrated, web-based and hosted application recreation management system that is comprehensive, efficient, and modern. You'll find our robust set of easy-to-use tools the most comprehensive solution to meet your needs.

Facility Reservations

Easily take in-house and online reservations as well as reserve spaces for classes and sports with an integrated master calendar to avoid double bookings. It's easy to see availability with grid and map-based views with attached photos, descriptions, and rental rates. Generate and email complex permits as well as include waivers, prompts, and forms for a complete checkout process.



Activity Registration

Your staff can quickly create programs, indicate flexible pricing, attach waivers and prompts, and assign instructors. Easily take registrations in-house or allow residents and non-residents to register securely on the device of their choice. Email branded receipts and permits after checkout. Our software utilizes load balanced servers and can be scaled to accommodate any volume.

Volunteer Management

CivicRec's volunteer management tool creates, manages, and organizes the volunteer opportunities. Within the Activity module, you can create volunteer roles and assignments specific to any events, classes, or activities. Citizens can select and register for volunteer roles from home and CivicRec will assist in tracking the time volunteers spend helping around the community with completely integrated reporting for tracking purposes.

Point of Sale

CivicRec's Point-of-Sale screen makes it easy for staff to quickly sell merchandise, enroll participants, and reserve facilities – all in the same cart! It even plugs right in with your cash drawers, barcode readers, receipt printers, and credit card readers. Integrated inventory control will tell you how many of each item are available at each of your locations.

Citizen Dashboard/Management

With CivicRec's intuitive public dashboard, citizens can conveniently view notifications, upcoming events, tickets, and receipts. Family or organization members can be added with age and resident information for easy activity registrations. Administratively, your staff can manage user accounts in-house with tools like internal notes and flags as well as duplicate account prevention.

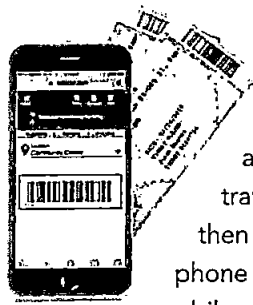
Membership Management

Easily sell memberships or punch cards, take member photos, print cards or associate barcode key tags, and check people into a facility. Leave credit and debit cards on file for future and recurring payments. Staff can see a history of the account's transactions.

League Management

Athletics staff can easily create leagues, draft players, assess skills, and generate schedules. Sign-up is easy for teams or individuals. With the "Scores & Schedules" and "Parent/Player Portal," your public and league participants will have easy access to current league information.

Ticketing



Easily generate general admission tickets for events. Public users will receive their tickets and receipt, which are always available in their transaction history. Tickets can then be printed or shown on their phone display to be scanned into our mobile or desktop check-in screens.

Surveys

Participants will automatically receive post-program surveys requesting feedback. This information is captured and presented back to staff to help determine how your programming is being received.

Email/SMS Blasts

There are several links within CivicRec that allow for mail blasts. Many of our reports and roster views allow for mass mailings with just the click of a button. The People Finder report is particularly handy for mailings based on several different filters. SMS messaging is available to facilitate those particularly time-sensitive notifications like cancellations.

Marketing/Brochures

CivicRec can produce an InDesign-friendly export that should facilitate the process of generating a brochure. Further, CivicRec's social media tools serve as an additional marketing method allowing users to share via their social media with friends and family.

Group Permission Levels

Permissions set up through user groups are used on pages and functions to ensure access is limited based on a user's role.

Reporting/Financial Accounting

CivicRec has a very powerful reporting engine. There are over 100 canned reports. However, staff can basically take any report and customize it to their liking. Filters and fields can be added and/or removed. Reports can be sorted, saved, emailed, exported to Excel, or scheduled for regular delivery to any email address. CivicRec will gladly take any reasonable reporting request from a client and ensure that it is made available as requested.

Mobile Ready

When users register through CivicRec, they get the same great experience on their phone/tablet that they're used to experiencing on their desktops. This mobile responsive experience supports all the same waivers, prompts, discounts, and add-ons that the desktop version does. There's QR code support as well as social networking integration to make it easy for your users to connect with you.



Hardware Compatibility

Customers may opt for a variety of hardware peripherals to enhance the CivicRec experience. CivicRec can be integrated with magnetic stripe readers, barcode readers, thermal printers, cash drawers and more. While CivicRec does not directly provide hardware, we are happy to assist with procurement and implementation.

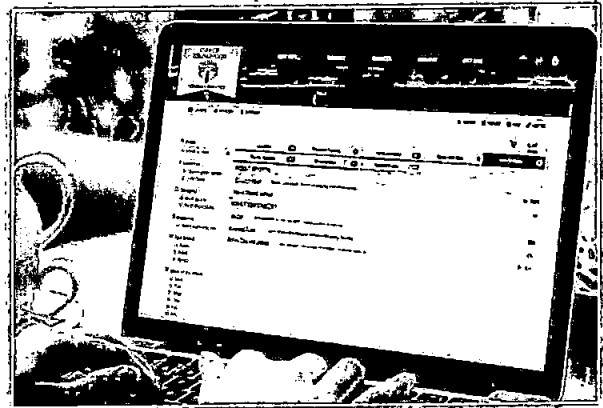
Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our clients' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our clients of any changes. These features and functionality are offered on a gratuitous basis to our clients (no monetary value per feature) and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

Optional Integration Development

CivicRec has developed integrations with a variety of parks and recreation related software systems. There are several integration capabilities that Seward may choose to leverage. Integrations may require additional discussion and scoping. Since integrations can require custom development time, additional fees may apply.

- Financial GL extract compatible with your financial system
- ArcGIS for purposes of local resident determination
- Active Directory Federation Services (ADFS) Integration for secure single sign-on
- Lighting integration with SkyLogix lighting solutions



Implementation



Sample Plan

The following is a simplified example project plan. A typical CivicRec implementation averages 20-22 weeks. Gardena's specific timeline can be affected by different training or integration needs as well as your own schedules and availability. However, upon determination of your final scope, we will be able to disclose a complete and more detailed project plan specifically tailored to you.

Kickoff	
Project Kickoff Meeting	
Your Implementation Consultant will establish your project schedule and coordinate communication channels and meetings with your staff	
Phase 1	
Round 1 Client Deliverables Due	Configuration Training
Payment Gateway Information	Training Sessions
Phase 2	
Round 2 Client Deliverables Due	CivicPlus Public Page Build
Facility & Activity Import	CivicPlus will create the public page view to ensure it has the same look and feel of your current website and begin any imports included in your offer
Phase 3	
Facilities/Activities Training	POS Training
Training Sessions	Training Sessions
Phase 4	
Client Catalog Build Due	
Catalog is fully built with all desired facilities and activities	
Phase 5	
System Preparation For Launch	Go-Live & Sign Off
Project check in meeting to discuss preparation for Go-Live, go over items that were imported, verify payment gateway, and public page setup	New CivicRec product goes live, client introduced to Client Success Manager

Implementation

Implementation Consultant

Gardena will be assigned an Implementation Consultant who will work closely with you throughout the entire project deployment process. Your Implementation Consultant will act as a liaison between you and CivicRec, ensuring that milestones are met, status calls are conducted, issues/considerations are addressed, and startup is a painless process. Phase checklists as well as a detailed project plan will be utilized to facilitate project activities and track milestones.

Additionally, your Implementation Consultant will guide you through configuring the system and assist Gardena with any technical questions you may have. The CivicRec Help Center will also be available to you throughout the implementation of your project, as well as after Go-Live, to provide you with self-help resources if desired.

Project Approach

During the implementation period, Gardena and CivicRec will work together to import and/or configure production data, develop and test integration to third party systems, and complete system training with your lead and frontline staff. You will also have begun your marketing promotion for the new site and online registration. After front line training is complete, CivicRec will complete a final data import (if required) and you will ensure the site is fully configured and ready for launch. Once you have indicated a Go for launch, you will place a new link on your site which will redirect your customers to CivicRec. During this time, CivicRec is available to be on site with you or can be available remotely for immediate assistance should you desire.



Data Imports

CivicRec can import certain data from your current database to your new RMS, leveraging our custom developed scripts and libraries. A data import of all GL Codes is included in all CivicRec implementations. Additional data imports include Users, Memberships, Residency, Activities, Facilities, and Future Facility Reservations. To benefit from further data imports options, additional fees will apply.

CivicTraining® & Consulting Plan

Consulting

Our Implementation Consultants are parks and recreation experts who will make sure you get the most out of the CivicRec RMS. Throughout your implementation, they will be available to offer guidance and best practice guidelines for configuring the CivicRec system to meet your unique practices and offerings. We know that Gardena's success relies on immersing your processes with the CivicRec RMS. You will receive tips and advice on how to make it work more efficiently for you and your public.

CivicTraining

Gardena's specific virtual CivicTraining plan will be customized to meet your needs. We recommend a train-the-user approach with hands-on training for participants. Training is typically broken up by modules (Registration, POS, Reporting, etc.). All of your last-minute questions will be answered before Go-Live, so you are confident moving forward with your new system.

Note: We do not offer system administrator training as a separate item as it is included as part of our system development and implementation.

Your Role

You should consider the following roles for a successful project team:

Project Executive – Provides focus and guidance for the overall project. Helps to prioritize key objectives, assists with issue escalation, and acts as project champion.

Project Manager – Works closely with the CivicRec Implementation Consultant to facilitate the execution of project activities and logistics. Organizes training for recreation staff, front desk, supervisors, and managers.

Lead Staff – Activity managers and facility managers within parks and recreation who will be doing the primary configuration and setup within the CivicRec system.

Frontline Staff – Acts as end users of the system and will participate in end user training sessions.

Information Technology – Coordinates with CivicRec on technical aspects of the system and transfer of data.

Finance – Coordinates the payment gateway integration and works with CivicRec to properly configure the necessary accounting setup.

Marketing – Identifies and communicates rollout and adoption process both internally and to the public.

Support, Hosting, & Security



Around-the-Clock Service & Support

With technology, unlimited support is crucial. Our live support personnel based in the United States are ready to answer your staff members' questions and ensure their confidence. When you choose CivicPlus, our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls, emails, and live chat. Emergency services are available free of charge after regular hours with our on-call staff 24-hours a day.

CivicPlus is also proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our clients' web solutions.

Technical Support

- Dedicated support personnel available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- 4-hour response during normal hours
- 24/7 emergency support

Maintenance

- Full backups performed daily
- Regularly scheduled upgrades, including fixes and other enhancements, and OS system patches

In February of 2019, CivicPlus Technical Support was presented with a Bronze Stevie® Award in the Front-Line Customer Service Team of the Year – Technology Industries category in the 13th annual Stevie Awards for Sales & Customer Service.

The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

www.civicplus.help - The CivicPlus Help Center

CivicPlus clients have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. The Help Center also provides our release notes to keep you in the loop on upcoming enhancements and maintenance. The Community Forum allows your staff to interact with each other, send CivicPlus feedback and suggestions for future system enhancements, and view trending topics.

Continuing Partnership

CivicPlus has a dedicated Client Success team to help you implement the tools needed to successfully meet the level of community engagement that you desire. Upon launch, you will have a dedicated member of this team to provide you with further information on how to utilize the tools in your new Recreation Management System. Your Client Success Manager will keep you informed of new CivicPlus products and ways to optimize your RMS.

Hosting & Security

Secure Data Centers

CivicRec utilizes industry standards, insurance requirements, and PCI requirements to ensure that CivicRec is only accessed in the manner it's intended to be accessed and by people who are authorized to do so. Methods include:

- Tier III physical security data centers: Digital Realty, Rackspace, and Codero
- Server firewalls
- Anti-virus scanning
- IP logging and filtering
- Application security monitoring

All data centers provide a network operation center with 24/7/365 monitoring of the data center environment, system availability, and performance. The data centers are SSAE 16 compliant.

Disaster Recovery/Redundancy

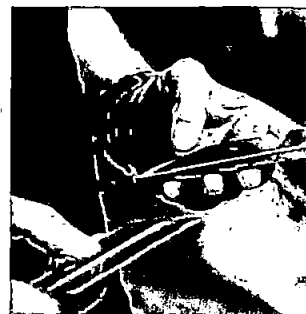
CivicRec has policies and procedures in place to ensure continuity and disaster recovery. We utilize local, replicated servers to ensure that copies of data, software, and files are always available and up to date. These servers can be rolled over in the event of hardware failure or other local issues. In addition, we have a process that encrypts backups once each day and sends them off site for purposes of disaster recovery. This process ensures that we can reconstitute our entire product and underlying data structure with limited downtime and loss of data.



PCI Compliance

CP Pay is a secure, Level 1 PCI DSS certified payment gateway integrated within the CivicPlus Platform that local governments can use within any CivicPlus solution or third-party product. Providing flexible payment solutions, CP Pay offers integrations with commonly used payment gateways in addition to our recommended merchant account gateway - CP Pay Merchant.

Investment Proposal



All quotes are priced per project and presented in US dollars. Pricing is valid for 60 days from February 7, 2020. CivicPlus has endeavored to meet Gardena's needs and expectations for your new Recreation Management System based on the information provided. The investment proposal included is subject to change should additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

Implementation

- Project Coordination
- Branded Public Portal
- Four Hours of Virtual Consulting
- 16 Hours of Virtual CivicTraining
- GL Code Import

Project Enhancement

- Approved Payment Gateway
- Financial Extract

Annual Services

- CivicRec Recreation Management Software Licensing
- Software Maintenance Including Service Patches and System Enhancements
- 24/7 Technical Support and Access to the CivicPlus Community
- Dedicated Client Success Manager
- CivicRec reserves the right to reassess the historical data and transaction volume annually to ensure that the Annual Service Fees accurately reflects the transaction volume processed in the prior year
- Annual Service Fees are also subject to a cumulative annual 5% technology increase beginning Year 3

	Implementation	Project Enhancement Approved Payment Gateway	Project Enhancement Financial Extract	Annual Services
Cost before Discount	\$7,635	\$2,625	\$12,500	\$10,746
Gardena's Discount	\$0	-\$2,625	-\$2,500	\$0
Total Year 1 Cost (Implementation + Project Enhancement + Annual)	\$28,381			
Total Year 2 Annual	\$10,746			

Investment Proposal

CivicPlus Project Pricing & Invoicing

CivicPlus prices on a per-project, all-inclusive basis. This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our clients. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality of work, outside of the original project scope, is requested. We understand that local governments must look beyond just functionality and that multiple factors come into play when determining which vendor can meet not only your functional needs, but also your budgetary needs. CivicPlus offers:

- **Standard CivicRec Invoicing** – 50% of your Total Investment – Year 1 fees (detailed on the previous page) will be due at contract signing and the remaining 50% will be due at completion of implementation or at the six-month mark in the implementation process – whichever date is earlier.
- **CPA Invoicing** – The CivicPlus Advantage (CPA) provides zero interest, level payments that divides the Year 1 expense of your project over the first three years of your contract. Each payment also includes your Annual Hosting/Maintenance Services and other fees if applicable. This option may not be available with all products offered by CivicPlus.
- **Customized Billing/Invoicing** – Although not available with all products offered by CivicPlus, we will be happy to discuss other billing options with you prior to contract signing and, if feasible, develop a plan that works for both of us. Please contact your sales representatives for more details.
- **Annual Services** – The annual fee for your first year is included with your Total Investment – Year 1 fees. Subsequent annual invoicing occurs on the anniversary of the contract signing date.

CivicPlus wants our clients to succeed in delivering a viable, sustainable, and flexible web environment for their communities and we will work with you prior to contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Right to Negotiate

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with Gardena.



City of Gardena

City Council Meeting

Agenda Item No. 8.F. (2)

Department: Recreation & Human Services

Meeting Date: February 25, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA TITLE: APPROVAL OF THE FOURTH OF JULY FIREWORKS CONTRACT
BETWEEN THE CITY OF GARDENA AND PYRO SPECTACULARS INC.

<u>COUNCIL ACTION REQUIRED:</u> Select a contract option and approve the contract with Pyro Spectaculars, Inc.	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u> <p>Staff respectfully recommends approval of one of the proposed contracts between the City of Gardena and Pyro Spectaculars, Inc. for the presentation of the City's annual Fourth of July Fireworks Show at Paul A. Rowley Memorial Park.</p> <p>On April 22, 2019, a Request for Proposals (RFP) for the annual Fourth of July Fireworks Show was posted through Planet Bids. Unfortunately, the City did not receive any bids via the site. City staff then reached out to Pyro Spectaculars Inc., Garden State, and Zambelli Fireworks to obtain quotes for our annual show. Pyro Spectaculars Inc. was the lowest responsible bidder.</p> <p>Pyro Spectaculars Inc. is a full-service program that includes a Fireworks display that will last approximately 18 to 20 minutes, the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and safety equipment for support and protection. The proposed price includes insurance coverage, sales tax, and delivery.</p> <p>Pyro Spectaculars Inc. is a reputable company with a proven track record that has serviced the City in the past for over 20 years and has provided safe, reliable, and affordable services.</p> <p>Option 1 – Contract includes a one-year commitment for \$35,000.</p> <p>Option 2 – Contract includes a three-year commitment totaling \$99,999. The contract includes a \$5,001 (14.2%) discount for year one (1) and locks-in years two (2) and three (3) at \$35,000. In addition to the cost savings, Option 2 also ensures the City has a scheduled fireworks show on July 4th, the most popular day of the year for fireworks shows. If the City's professional fireworks show is canceled related to changes to the City's municipal code; the contract includes a termination clause limiting the City's liability for early cancellation.</p>	
<u>FINANCIAL IMPACT/COST:</u> Amount of Expense: Option 1- \$35,000; or Option 2 - Year 1- \$29,999 Year 2- \$35,000 Year 3- \$35,000 Funding Source: Community Promotions Funding for FYs 2019/2020, 2020/2021, & 2021/2022	
<u>ATTACHMENTS:</u> Attachment A – Contract with Pyro Spectaculars, Inc. Option 1 – 1 Year \$35,000 Attachment B – Contract with Pyro Spectaculars, Inc. Option 2 – 3 Years \$99,999	
Submitted by <u>Stephany Santin</u> , Stephany Santin, Director Recreation & Human Services	Date <u>2/19/20</u>
Concurred by <u>Clint D. Osorio</u> , Clint D. Osorio, City Manager	Date <u>2/20/20</u>

PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2020 by and between Pyro Spectaculars, Inc., a California corporation, hereinafter referred to as ("PYRO"), and City of Gardena, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "D", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 4, 2020, at approximately 9:00 p.m., at Rowley Park Baseball Diamond, 13220 S. Van Ness Ave., Gardena, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$35,000.00 USD (THIRTY FIVE THOUSAND DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$17,500.00 USD (SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$17,500.00, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than April 3, 2020. The balance of the Fee shall be paid no later than July 6, 2020. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to PYRO, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the Los Angeles County Fire Department, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force-Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Gardena, 1700 W. 162nd St., Gardena, CA 90247.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Gardena
Program D
July 4, 2020
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

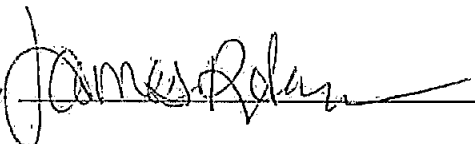
20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through March 13, 2020
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of Gardena

By: 

By: _____

Its: President

Its: _____

Print Name

SHOW PRODUCER: Christopher Souza

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of Gardena("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 4, 2020, at approximately 9:00 p.m., at Rowley Park Baseball Diamond, 13220 S. Van Ness Ave., Gardena, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

2020 **PYRO** SPECTACULARS

by Souza



Pyrotechnic Proposal

City of Gardena

July 4, 2020



January 10, 2020

City of Gardena
Janina Hartwill
1700 W. 162nd St.
Gardena, CA 90247

Dear Ms. Hartwill,

Pyro Spectaculars, Inc. is happy to provide our pyrotechnic proposal for your July 4, 2020 event. The following proposal outlines your custom designed Program "B" for the amount of \$30,000.00. The various fireworks elements provided are prepared to shoot from Rowley Park Baseball Diamond for approximately 18-20 minutes.

Our full service program includes the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and safety equipment used for support and protection. The price also includes insurance coverage, permit fees, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of the fully executed agreement returned to our office by February 24, 2020. Your deposit is due April 3, 2020.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call me or your Customer Service Representative Maria Barajas at (909) 355-8120 ext 228.

Sincerely,

PYRO SPECTACULARS, INC.

Christopher Souza

Christopher Souza

PYRO Show Producer

CS/mr

Enclosures

Pyro Spectaculars, Inc.

P.O. Box 2329 • Rialto, CA 92377 • Phone: (909) 355-8120 or (888) 477-PYRO • Fax: (909) 355-9813

Product Synopsis • Pyrotechnic Proposal

City of Gardena

PROGRAM B – July 4, 2020

\$30,000.00

Opening

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Opening Salutes	15
Total of Opening	15

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Selections	310
Total of Main Body - Aerial Shells	310

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Sousa Gold Line Custom Multishot Device	300 Shots
◆ Sousa Platinum Line Custom Multishot Device	800 Shots
◆ Sousa Diamond Line Custom Multishot Device	320 Shots
◆ Sousa Emerald Line Custom Multishot Device	100 Shots
◆ Sousa Ruby Line Custom Multishot Device	40 Shots
◆ Sousa Sapphire Line Custom Multishot Device	338 Shots
◆ Sousa Silver Line Custom Multishot Device	211 Shots
Total of Pyrotechnic Devices	2,109

Low-Level Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ .5" Red, White, Blue Roman Candle Batten	450
Total of Low-Level Pyrotechnic Devices	450

Custom Brightwork and Set Pieces

<u>Description</u>	<u>Quantity</u>
◆ 2 Foot Single Letters	1
◆ American Flag (5x10)	1
Total of Custom Brightwork and Set Pieces	2

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Bombardment Shells	72
◆ 3" Souza Designer Bombardment Shells	145
Total of Grand Finale	217
Grand Total	3,103

PRODUCTION AGREEMENT (Special)

This agreement ("Agreement") is made this _____ day of _____, 2020 by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and **City of Gardena**, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT three (3) fireworks productions ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "B", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Productions shall take place on July 4, 2020, July 4, 2021 and July 4, 2022, at approximately 9:00 pm, at Rowley Park Baseball Diamond, 13220 S. Van Ness Ave, Gardena, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$30,000.00 USD (THIRTY THOUSAND DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$15,000.00 USD (FIFTEEN THOUSAND DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$15,000.00, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than April 3, 2020. The balance of the Fee shall be paid no later than July 6, 2020. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Fee - For the July 4, 2021 Production**, CLIENT agrees to pay PYRO a fee of \$35,000.00 USD (THIRTY-FIVE THOUSAND DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$17,500.00 USD (SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$17,500.00, as a deposit ("Deposit") no later than April 1, 2021. The balance of the Fee shall be paid no later than July 6, 2021.

3.3 **Fee - For the July 4, 2022 Production**, CLIENT agrees to pay PYRO a fee of \$35,000.00 USD (THIRTY-FIVE THOUSAND DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$17,500.00 USD (SEVENTEEN THOUSAND FIVE THOUSAND DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$17,500.00, as a deposit ("Deposit") no later than April 1, 2022. The balance of the Fee shall be paid no later than July 6, 2022.

3.4 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.5 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the LOS ANGELES COUNTY FIRE DEPARTMENT, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance; (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production. (see approved changes*)

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 : Fax: 909-355-9813

City of Gardena
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16. Applicable Law - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. Notices - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Gardena, 1700 W. 162nd St., Gardena, CA 90247.

18. Modification of Terms - All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. Severability - If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. Price Firm - If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through March 13, 2020
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

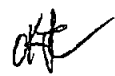
EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of Gardena

By: 

By: _____

Its: President 

Its: _____

Print Name

SHOW PRODUCER: Christopher Souza

* The City agrees to three (3) displays held on July 4, 2020, July 4, 2021, and July 4, 2022. A five thousand dollar (\$5,000.00) discount for the year 2020 has been applied based on a three (3) year agreement. Should the City cancel this agreement due to an ordinance prohibiting a professional fireworks display in the city, the City must notify Pyro Spectaculars, Inc on or before April 1 of that year. Upon that cancellation, the city agrees to pay Pyro Spectaculars, Inc. the five thousand dollars (\$5,000.00) difference of the discounted offset from 2020 but will not be subject to the cancellation clause of paragraph 14 of the Agreement. Should the city cancel this agreement due to an ordinance prohibiting a professional fireworks display in the city, there will be no damages owed to Pyro Spectaculars other than the 2020 discount amount.

Initials _____

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

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SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of Gardena ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- Three (3) Pyro Spectaculars, Inc., Productions on July 4, 2020, July 4, 2021 and July 4, 2022, at approximately 9:00 pm at Rowley Park Baseball Diamond, 13220 S. Van Ness Ave., Gardena, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.