

GARDENA CITY COUNCIL

Study Session Notice and Agenda

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

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

Special Study Session

Tuesday, September 22, 2020 – 6:30 p.m.

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

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

- 1. VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at youtube.com/Cityofgardena
- 2. PARTICIPATE BEFORE THE MEETING by emailing the Deputy City Clerk at bromero@cityofgardena.org by 5:00p.m.on the day of the meeting and write "Public Comment" in the subject line. Comments will be read into the record up to the time limit of three minutes.
- 3. PARTICIPATE DURING THE MEETING VIA ZOOM WEBINAR
 - Join Zoom Meeting Via the Internet or Via Phone Conference
 Direct URL: https://us02web.zoom.us/j/86207266975
 Phone number: US: +1 669 900 9128, Meeting ID: 862 0726 6975
 - If you wish to speak live on a specific agenda item during the meeting you, may use the
 "Raise your Hand" feature during the item you wish to speak on. For Non-Agenda Items,
 you would be allowed to speak during Oral Communications, and during a Public Hearing
 you would be allowed to speak when the Mayor opens the Public Hearing. Members of
 the public wishing to address the City Council will be given three (3) minutes to speak.
- 4. The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by phone (310) 217-9565 or email bromero@cityofgardena.org at least 24 hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

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

STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS

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

Thank you for your attendance and cooperation.

1. ROLL CALL

2. PRESENTATION

(1) Restaurant Social Media Resources

- presented by Economic Development Manager, Spencer Dela Cruz

PUBLIC COMMENT ON STUDY SESSION

Public comment is permitted only on the items that have been described on this agenda (GC §54954.3).

3. ADJOURNMENT

Meeting to be adjourned to the Closed Session portion of the City Council Meeting at 7:00 p.m. and followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, September 22, 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 available on our website at www.CityofGardena.org.

Dated this 18th day of September 2020

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk



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
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LISA KRANITZ, Assistant City Attorney
PETER L. WALLIN. Deputy City Attorney

Tuesday, September 22, 2020

Closed Session – 7:00 p.m. Open Session – 7:30 p.m.

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 Hearing you would be allowed to speak when the Mayor opens the Public Hearing.
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Thank you for your attendance and cooperation.

1. ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

Public comment is permitted only on the items that have been described on this agenda (GC §54954.3).

2. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL
ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9
(One [1] Matter)

3. PLEDGE OF ALLEGIANCE & INVOCATION

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

- A. PRESENTATIONS No Items
- B. PROCLAMATIONS No Items
- C. APPOINTMENTS
 - (1) Council Appointments to Commissions, Committees, Councils, and Boards (Appointees to be Ratified and Sworn In)
 - (a) Human Services Commission
 - (b) Planning and Environmental Quality Commission
 - (c) Recreation and Parks Commission
 - (d) Senior Citizens Commission
 - (e) Gardena Youth Commission
 - (f) Gardena Beautification Committee

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS (Continued)

- C. <u>APPOINTMENTS</u> (Continued)
 - (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 Minutes
 - (a) Gardena City Council Regular Meeting, June 23, 2020
 - (b) Special Study Session of the Gardena City Council, June 30, 2020
- (2) Affidavit of Posting Agenda on September 18, 2020

C. CITY TREASURER

- (1) Approval of Warrants / Payroll Register
 - (a) September 22, 2020

D. CITY MANAGER

- (1) Personnel Report No. P-2020-16
- (2) PW Acceptance of Projects and Notice of Completion
 - (a) Pedestrian Safety Improvement 2019-2020 at various locations, JN 956
 - (b) Sidewalk Replacement 2019-2020, JN 958 Kalban, Inc.
- (3) GTRANS Approve Contract for Offsite CNG Fueling

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. SEPTEMBER 15, 2020, MEETING - Meeting Cancelled

ORAL COMMUNICATIONS (Limited to a 30-minute period)

Oral Communications by the public will be heard for one-half hour at or before 8:30 p.m. or at the conclusion of the last agenda item commenced prior to 8:30 p.m. Oral Communications not concluded at that time shall be resumed at the end of the meeting after Council Reports. Speakers are to limit their remarks to three minutes. Your cooperation is appreciated.

8. DEPARTMENTAL ITEMS

- A. ADMINISTRATIVE SERVICES No Items
- B. COMMUNITY DEVELOPMENT No Items
- C. ELECTED & ADMINISTRATIVE OFFICES
 - (1) COVID-19 Update
- D. PUBLIC WORKS No Items
- E. POLICE No Items
- F. RECREATION & HUMAN SERVICES No Items
- G. TRANSPORTATION
 - (1) Approve Contracts with Luminator Cameras for Buses Staff Recommendation: Approve Contracts

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

10. ANNOUNCEMENTS

11. REMEMBRANCES

<u>J.W. Fisher</u>, 95 years of age, beloved father of Transit Operations Supervisor, Uneice Jones; <u>Qiana Jenkins</u>, 42 years of age, beloved Bus Operator with the Transportation Department. She began her career with the City of Gardena in May 2013, and provided 7.5 years of service to the City. She was a happy and wonderful person who always carried a beautiful smile, she will be greatly missed.

12. ADJOURNMENT

The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, October 13, 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 available on our website at www.CityofGardena.org.

Dated this 18th day of September 2020

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

MINUTES Regular Meeting of the City of Gardena City Council

Tuesday, June 23, 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, June 23, 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 Mark E. Henderson; Council Member Rodney G. Tanaka; Council Member Art Kaskanian; and Council Member Paulette C. Francis. 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 7:05 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 Mark E. Henderson; Council Member Rodney G. Tanaka; Council Member Art Kaskanian; and Council Member Paulette C. Francis; City Manager Clint Osorio; City Attorney Carmen Vasquez, and Chief of Police Mike Saffell.

2. <u>CLOSED SESSION</u>

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)

Matt Hassoldt, Association President

Gardena Management Employees Organization (GMEO)

Vicky L. Barker, Attorney

Gardena Municipal Employees Association (GMEA)

Fred G. Quiel, Attorney

Confidential / Unrepresented Employees

B. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957

(1) Consultation with Gardena Director of Emergency Services and City Manager Clint Osorio, Chief of Police Michael Saffell, and City Attorney Carmen Vasquez.

Mayor Cerda reconvened the meeting to the Regular Open Session at 7:50 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

Mayor Pro Tem Henderson led the Pledge of Allegiance.

B. INVOCATION

Council Member Rodney G. Tanaka led the Invocation.

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

- A. PRESENTATIONS None
- B. PROCLAMATIONS None
- C. <u>APPOINTMENTS</u> 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: Affidavit of Posting Agenda on June 19, 2020
- C. CITY TREASURER
 - (1) Approved: Warrants / Payroll Register
 - (a) <u>June 23, 2020: Wire Transfer: 11888-11894; Prepay: 159448; Check Nos. 159449-159648 for a total</u> Warrants issued in the amount of \$2,005,847.40; Total Payroll Issued for June 19, 2020: \$2,109,748.06
 - (2) Approved: Monthly Portfolio
 - (a) May 2020

5. CONSENT CALENDAR (Continued)

D. CITY MANAGER

(1) Approved: Personnel Report No. P-2020-11

(2) <u>Approved</u>: GS - Acceptance and Notice of Completion of Rowley Park Auditorium HVAC System & Roofing Reconstruction Project, JN 980

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

Ayes:

Council Members Kaskanian, Tanaka and Mayor Pro Tem Henderson, Council Member

Francis and Mayor Cerda

Noes: Absent: None None

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. JUNE 16, 2020, MEETING – Meeting Cancelled

ORAL COMMUNICATIONS

The following two (2) emails were read into the record by City Clerk Semenza:

- (1) Ryan, resident of Studio City: He demands that Andres Guardado's autopsy be removed from security hold so the family can have the answers they need to cope with the tragic loss of an 18-year old child. I would hope that compassion and empathy would be the driving force and that the answers provided from your leadership will allow for healing within your community.
- (2) <u>Davina Caudillo</u>, no address given: Can we please address the murder of Andres Guardado. I along with a lot of the community are feeling distraught over the fact that this young man was shot 7 times in the back, we need justice/answers. The cops need to be accountable for their actions. They young man should not have been murdered.

Mayor Cerda then addressed both emails by stating that the incident did not happen in the City of Gardena, it took place in the unincorporated area of Gardena, which is policed by the Los Angeles County Sheriff's Department.

- (3) <u>Bella</u>, resident of Long Beach: She stated she is not a resident of Gardena but does have a self-storage unit in Gardena. She lost her job and was asking to see if the City of Gardena was planning on doing the same as the City of Los Angeles by putting a hold on storage evictions.
- (4) <u>Rudy Martinez</u>, resident: Spoke on the Andres Guardado murder and COVID-19; expressed how he is not happy with how the City is not getting messages out to the community sooner.
- (5) <u>Kacy</u>, resident: Spoke on fireworks and how they are being shot off day and night, which is causing her and her family and pets to feel panicked; she also applauded the City on how they are dealing with COVID-19.

8. <u>DEPARTMENTAL ITEMS</u>

A. ADMINISTRATIVE SERVICES - No Items

B. COMMUNITY DEVELOPMENT

(1) <u>PUBLIC HEARING</u>: Call for Review by Mayor Cerda of the Planning Commission Action on the Approval of Site Plan review #2-20 and Tentative Tract Map #1-20 for the Construction of Six New Townhome Units in the Medium Density Multiple-Family Residential (R-3) Zone for a Property Located at 1938 West 146th Street

RESOLUTION NO. 6465, Upholding the Decision of the Planning Commission to Approve Site Plan Review #2-20 and Tentative Tract Map #1-20 Applicant: Javier Ordonez

RESOLUTION NO. 6465

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, UPHOLDING THE DECISION OF THE PLANNING COMMISSION TO APPROVING SITE PLAN REVIEW #2-20 AND TENTATIVE TRACT MAP #1-20 FOR THE CONSTRUCTION OF SIX NEW TOWNHOME UNITS IN THE MEDIUM DENSITY MULTIPLE-FAMILY RESIDENTIAL (R-3) ZONE, PER SECTION 18.44.010.E AND CHAPTER 17.08 OF THE GARDENA MUNICIPAL CODE, AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION

City Manager Osorio presented the Staff Report and the PowerPoint presentation. Assistant City Attorney Kranitz and Acting Community Development Director Barragan, were on hand to answer questions.

Mayor Cerda opened the Public Hearing at 8:21 p.m. and asked if there were any comments.

City Clerk Semenza read the following letter into the record:

- (1) <u>Sonja Trauss</u>, Executive Director of YIMBY Law: stating that the City Council has an obligation to abide by all relevant state housing laws when evaluating the above project, including the Housing Accountability Act and CA Gov't Code § 65589.5.
- (2) <u>Joseph Heine</u>, resident: spoke regarding the noise, parking and privacy of the project.
- (3) Kate Hong, resident: spoke regarding the privacy of the project.

There was a discussion regarding asbestos, parking issues, how the Applicant has met all of the development standards, the balconies near the side driveway, and the 6-foot wall for privacy. Applicant, Javier Ordonez spoke (he had a translator) and said he has waited six months to get this project approved.; he continued to say that he worked with the City and listened to their concerns; he stated he added 3 guest parking stalls, and made the balconies 26-feet apart which is before the next neighbor's property; as far as the privacy issue, there is nothing else to add. Council then asked if the wall could go from 6-feet to 8-feet. Acting Director Barragan stated there was an asbestos report; he also indicated that increasing the wall by 2 feet could be added as a condition; he then said that when the project was submitted, the Applicant modified the project. Assistant Attorney Kranitz then stated that this entire project meets every standard; she continued to say if the HOA is not going to do their job regarding parking, then Code Enforcement could get involved. Mayor Cerda then stated that she called the project for review to find out more information; she then said she is very pleased with the project.

- B. <u>COMMUNITY DEVELOPMENT</u> (Continued)
 - (1) <u>PUBLIC HEARING:</u> Call for Review by Mayor Cerda of the Planning Commission Action on the Approval of Site Plan review #2-20 and Tentative Tract Map #1-20 for the Construction of Six New Townhome Units in the Medium Density Multiple-Family Residential (R-3) Zone for a Property Located at 1938 West 146th Street (Continued)

RESOLUTION NO. 6465, Upholding the Decision of the Planning Commission to Approve Site Plan Review #2-20 and Tentative Tract Map #1-20 (Continued)

Mayor Cerda closed the Public Hearing at 8:51 p.m.

It was moved by Mayor Cerda, seconded by Council Member Tanaka, and carried by the following roll call vote to Adopt Resolution No. 6465:

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

Kaskanian and Francis

Noes: None Absent: None

C. ELECTED & ADMINISTRATIVE OFFICES

- (1) <u>PUBLIC HEARING</u>: City of Gardena Budget-Related Documents for Fiscal Years 2020-2021 and 2021-2022
 - (a) <u>RESOLUTION NO. 6459</u>, Adopting the City of Gardena's Two-Year Budget for Fiscal Years 2020-2021 and 2021-2022

RESOLUTION NO. 6459

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADOPTING THE CITY OF GARDENA'S TWO-YEAR BUDGET FOR FISCAL YEARS 2020-2021 AND 2021-2022

City Manager Osorio presented the Staff Report and presented a PowerPoint presentation.

Mayor Cerda opened the Public Hearing at 9:21p.m. and asked if there were any comments from the Public. Rudy Martinez, a resident, spoke in opposition of the budget.

There was then a discussion which included Mayor, Council and City Manager Osorio thanking our Finance team and staff for all their hard work in putting together the budget. It was then discussed passing a deficit budget and how it would affect our credit rating; if CalPERS offered a refinance would it be available to all cities on a first-come first serve basis; and if we would be penalized if we didn't use it; if we will have to do more layoffs; if there are any monies available at the federal or state levels that we can look forward to or if there was anything on the revenue side. City Manager Osorio then stated that there would be no impact on our credit rating; we are in better shape than most cities; there would be other measures we could take to reduce our unfunded liability interest from 7% to under 4%; he then said a lot of Cities are not sure what is going to happen, it's just like insurance, we want to be sure; now is the time to start looking for money. As far as layoffs, we need to tread lightly, and make sure we proportion was the right percentage, we do not want to cut more than we have to. He continued to say that the position that the Senate takes is they would like to see Cities go through bankruptcy. The CARES

- C. <u>ELECTED & ADMINISTRATIVE OFFICES</u> (Continued)
 - (1) <u>PUBLIC HEARING</u>: City of Gardena Budget-Related Documents for Fiscal Years 2020-2021 and 2021-2022 (Continued)
 - (a) <u>RESOLUTION NO. 6459</u>, Adopting the City of Gardena's Two-Year Budget for Fiscal Years 2020-2021 and 2021-2022 (Continued)

Act helped Cities that had a population of 500,000 or more; the economic engine has stalled. Mayor Cerda then thanked the Finance staff and City Manager Osorio then thanked Ray Beeman, our CEO and Khoi Quach, along with the Administrative Services staff, and to the GMEA and GPOA for helping out the City, along with the Department Heads and the Unrepresented Managers and Supervisors of GMEO; he continued to say thank you to all our staff for putting us in a more manageable place and to the entire Council, it shows their commitment to the City of Gardena, and that we are in this together. Mayor Cerda then closed the Public Hearing at 9:36p.m.

It was moved by Council Member Tanaka, seconded by Council Member Kaskanian, and carried by the following roll call vote to Adopt Resolution No. 6459:

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

Francis and Mayor Cerda

Noes: None Absent: None

(b) <u>RESOLUTION NO. 6460</u>, Establishing the Appropriations Limit for Fiscal Year 2020-2021 (GANN LIMIT)

RESOLUTION NO. 6460

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2020-2021 (GANN LIMIT)

City Manager Osorio presented the Staff Report.

Mayor Cerda opened the Public Hearing at 9:40p.m. Being that there were no comments, she closed the Public Hearing at 9:41p.m.

It was moved by Mayor Pro Tem Henderson, seconded by Council Member Francis, and carried by the following roll call vote to Adopt Resolution No. 6460 and Approve Budget for FY 2020-2021 and 2021-2022:

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

and Mayor Cerda

Noes: None Absent: None

- C. <u>ELECTED & ADMINISTRATIVE OFFICES</u> (Continued)
 - (2) <u>RESOLUTION NO. 6461</u>, Acknowledging the Receipt and Filing of the Annual Statement of Investment Policy for the Fiscal year 2020-2021

RESOLUTION NO. 6461

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ACKNOWLEDGING THE RECEIPT AND FILING OF THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR THE FISCAL YEAR 2020-2021

City Manager Osorio presented the Staff Report.

It was moved by Council Member Kaskanian, seconded by Council Member Tanaka, and carried by the following roll call vote to Adopt Resolution No. 6461:

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

Francis and Mayor Cerda

Noes: None Absent: None

(3) Authorization to Bind Excess Insurance Coverage Policies for Fiscal Year 2020-2021

City Manager Osorio presented the Staff Report.

There was a discussion which included Mayor, Council and City Manager Osorio regarding how often we renew this type of insurance and if the rates are discounted because of COVID-19; and if each City has their own policy. City Manager Osorio replied we renew every year, our invoice is 13% higher than what it was prior fiscal year because of the claims of our member cities; that this quote is already discounted due to COVID-19; he continued to say that we, ourselves are going to claim about \$500,000 as I am sure other Cities are too. City Manager Osorio then said that membership includes 70% of California Cities, and 55 of the 58 Counties in California are members.

It was moved by Mayor Pro Tem Henderson, seconded by Council Member Tanaka, and carried by the following roll call vote to Authorize City Manager to Bind Policies:

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

and Mayor Cerda

Noes: None Absent: None

(4) Approval of the Contract between the City of Gardena and TRIO Community Meals for the Provision of the Senior Community Action Meals Program (SCAMP) for the Fiscal Years 2020-2024

City Manager Osorio presented the Staff Report.

There was a discussion which included Mayor, Council, City Manager Osorio and Director Santin regarding how we ensure none of our seniors get missed; will this contract cover increases and is it normal for a contract to be four years. City Manager Osorio replied it is for all seniors who expressed an interest; in the prior year we had 250-300 seniors in the program as of now we have 400 with no one on the waiting list. Director Santin added that it is typical for a contract to be four years, it is a new company, we took it to bid and this vendor came in the lowest.

- C. <u>ELECTED & ADMINISTRATIVE OFFICES</u> (Continued)
 - (4) Approval of the Contract between the City of Gardena and TRIO Community Meals for the Provision of the Senior Community Action Meals Program (SCAMP) for the Fiscal Years 2020-2024 (Continued)

It was moved by Council Member Tanaka, seconded by Council Member Kaskanian, and carried by the following roll call vote to Approve Agreement:

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

and Mayor Cerda

Noes: None Absent: None

<u>ADD ON ITEM</u> –Make finding that there is a need for immediate action, that the following matter came to the City's attention after posting of the Agenda:

(5) Agreement between the City and the Gardena Municipal Employees Association (GMEA)

City Manager Osorio presented the Staff Report.

It was moved by Council Member Tanaka, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to add Agenda Item 8.C.(5):

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

Francis and Mayor Cerda

Noes: None Absent: None

There was a discussion between Mayor Cerda, Mayor Pro Tem Henderson and City Manager Osorio asking if the item has been added to our budget. City Manager Osorio confirmed it has already been added which was adopted tonight. Mayor Cerda thanked the GMEA for coming to an agreement.

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

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

Kaskanian and Francis

Noes: None Absent: None

D. GENERAL SERVICES - No Items

E. POLICE - No Items

- F. RECREATION & HUMAN SERVICES
 - (1) <u>RESOLUTION NO. 6458</u>, Approval of Local Agreement CCTR-0080 with the California Department of Education for FY 2020-2021

RESOLUTION NO. 6458

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, APPROVING LOCAL AGREEMENT CCTR-0080 WITH THE CALIFORNIA DEPARTMENT OF EDUCATION

City Manager Osorio presented the Staff Report.

There was a discussion which included Council, City Manager Osorio, City Attorney Vasquez and Director Santin regarding if we are exposed to any liability and who would be responsible for cleaning the facilities; it was asked if there was any provision to add children of essential workers. City Attorney Vasquez added that we have an indemnification clause in their contracts. Director Santin stated that the providers would be responsible for cleaning their facilities and certain facilities can accept children, and then added if we are able to accommodate then we will; essential workers would qualify.

It was moved by Council Member Francis, seconded by Council Member Kaskanian, and carried by the following roll call vote to Adopt Resolution No. 6458:

Ayes: Council Members Francis, Kaskanian, Mayor Pro Tem Henderson, Council Member

Tanaka and Mayor Cerda

Noes: None Absent: None

(2) <u>RESOLUTION NO. 6462</u>, Authorizing the City Manager to Execute an Agreement for the Supportive Services Program (SSP) on behalf of the City for Fiscal Year 2020/2021

RESOLUTION NO. 6462

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SUPPORTIVE SERVICES PROGRAM (SSP) ON BEHALF OF THE CITY FOR FISCAL YEAR 2020/2021

City Manager Osorio presented the Staff Report.

There was a discussion which included Mayor, Council, City Manager Osorio, and Director Santin regarding how a household would apply for this type of service, and there was a question if we are financing a case management program. Director Santin stated you would call the Senior Bureau to schedule an appointment, the program is a referral program that offers programs like Meals on Wheels, Alzheimer's Clinic, and Affordable Housing. Mayor Cerda then stated that she is happy knowing that our City is taking care of our seniors.

It was moved by Council Member Tanaka, seconded by Council Member Francis, and carried by the following roll call vote to Adopt Resolution No. 6462:

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

and Mayor Cerda

Noes: None Absent: None

- F. RECREATION & HUMAN SERVICES (Continued)
 - (3) <u>RESOLUTION NO. 6463</u>, Authorizing the City Manager to Execute an Agreement for the Elderly Nutrition Program (ENP) on behalf of the City for Fiscal Year 2020-2021

RESOLUTION NO. 6463

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE ELDERLY NUTRITION PROGRAM (ENP) ON BEHALF OF THE CITY FOR FISCAL YEAR 2020/2021

City Manager Osorio presented the Staff Report.

Mayor Cerda commented on how she is getting great feedback from the community regarding this program.

It was moved by Mayor Pro Tem Henderson, seconded by Council Member Francis, and carried by the following roll call vote to Adopt Resolution No. 6463:

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

and Mayor Cerda

Noes: None Absent: None

G. TRANSPORTATION - No Items

9. COUNCIL ITEMS, DIRECTIVES & REMARKS

- A. COUNCIL ITEMS No Items
- B. COUNCIL DIRECTIVES

Council Member Kaskanian

(1) Would like to see what our options are for meeting in person for the Closed Session portion of our meeting. Mayor Cerda seconded it. City Attorney Vasquez then clarified that options would be discussed at the July 14, 2020 meeting.

Mayor Pro Tem Henderson

- (1) Regarding our Abandoned Property Ordinance, if we have issued citations more than 3 or 4 times, what is our legal right to acquire the property? Council Member Tanaka seconded it.

 City Attorney Vasquez stated to be able to obtain a receivership, given the current situation, and the courts being closed, overall, it is a very difficult process and high standard with the courts. Mayor Pro Tem then asked if we could look into our options.
- (2) Mayor Pro Tem asked City Manager Osorio to send him the presentation from HdL, not the recent one, the one that included cannabis. This was not a directive, therefore did not need a second.

9. COUNCIL ITEMS, DIRECTIVES & REMARKS (Continued)

B. COUNCIL DIRECTIVES (Continued)

Council Member Francis

- (1) Asked for a follow-up to her directive regarding the mandated requirement for Police Officers to have psychological evaluations. City Attorney Vasquez stated that she is looking into the legislation at the state and federal level and if she would like her to continue. She confirmed yes.
- (2) Asked if Chief Saffell and the GPOA could work together to review all previous incidents including of alleged police brutality, misconduct or violation of law in an effort to create policies and procedures that will assist our Police Chief in identifying and eliminating behavior traits that could lead to abusive police power and authority. I am asking for a report to increase transparency in training and accountability including periodic background checks. Mayor Pro Tem then added that these are some of the issues that will come out of the panel we are going to develop. No one seconded.
- (3) Develop and prohibit the City from leasing City property for political campaign purposes; it is a violation of public trust, and not good public policy. Mayor Pro Tem seconded it.

Mayor Cerda

- (1) If we could get someone to look into the storage facilities in our City and seeing if the eviction process could be slowed down and look at our options, similar to our current moratorium that we have in place, as stated by the woman who spoke during Oral Communications. Mayor Pro Tem seconded it.
- (2) If we could look into what other cities are doing when it comes to fireworks. I have heard in different cities such as Pasadena that the Police and Fire Departments created a task force; and the City of Lynwood's fine for discharging fireworks is \$5,000 instead of \$1,000 like ours. Council Member Tanaka then stated he would second it if drones can also be looked into.

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

City Manager Osorio gave a verbal report of information to follow-up on matters that had been directed or requested by the Mayor and Members of Council. 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 from Chief Saffell re; our 4th of July Plan in order to mitigate fireworks in our City;
- (2) The Listening Tours have been scheduled for: District 1 July 11, 2020; District 2 July 18, 2020, and District 3 July 25, 2020.
- (3) A memo in your packet from Chief Saffell regarding the "Eight Can't Wait" Campaign";
- (4) Some options for In-Person Closed Session Meetings;
- (5) A report from Chief Saffell regarding a Complaint of a homeless encampment at Ralphs Market;
- (6) Information regarding a Complaint regarding a truck that had a tow hitch that looked like a noose was hanging from it;
- (7) Offered condolences to the Guardado Family regarding this tragic death; just wanted to clarify that this incident occurred out of our jurisdiction of Gardena; and
- (8) Announced that the "Meals & Masks" giveaway is taking place on June 27, 2020 at 9:00a.m.

9. COUNCIL ITEMS, DIRECTIVES & REMARKS (Continued)

D. COUNCIL REMARKS

- (1) <u>COUNCIL MEMBER KASKANIAN</u> He wanted to report that he attended the Finance Committee Meeting and that we are in a great situation, have good money and nothing to worry about. We have to spend money wisely. He wanted to give a special thanks to all the unions, employees, managers. We are all in this together.
- (2) <u>COUNCIL MEMBER TANAKA</u> Since the last meeting, he attended the Study Session with the City Council. He also attended the Father's Day celebration that the City held. Thank you to Stephany and staff for doing a great job on that. He thanked the City Manager and his financial staff for the budget preparation, and mentioned he read the whole thing. He stated that he appreciates all the effort that was put into it. He wanted to thank the unions that have stepped up to help the city out in this time. He was part of the city when we were out of money and almost at an "F" rating. All the unions stuck together, and he knows what the City is going through now and how they're feeling. He stated that there is light at the end of the tunnel.
- (3) MAYOR PRO TEM HENDERSON He wanted to reiterate that the labor groups working together helps us out a lot. He stated he was at his ICA meeting and he was able to get the 40 cities to sign onto the SCA 6 Act. That opportunity will allow local card clubs to open sports wagering and will help bring more revenue if it passes. We had spirited discussion and one of our colleagues in Montebello had a breakdown on where the card club employees reside, and a lot of the employees live in LA County. He stated that he is behind Madam Mayor on that subject and she just needs to take it all the way. He attended the Father's Day celebration and hoped that everyone had a good Father's Day. He went to the SCAG Meeting and they were working on setting the legislative calendar for the next year. He is going to push for local control as much as he can as we get pushed around with housing issues. Making sure that local control does stay within our local jurisdiction, he will keep that fight going.
- (4) MAYOR CERDA Since the last council meeting, she attended a couple meetings on zoom. She wanted to mention first, regarding fireworks, for everyone that calls or texts her makes sure to keep calling in into the police so that they will come out. Do not assume your neighbor will call it in. She stated to please call the police non-emergency number so that they can better coordinate this and hopefully stop it. She attended her monthly CCGA Meeting, Sanitation Meeting, Financial Committee Meeting, the Study Session and lastly happy to participate in the Father's Day video that was put together. She added that she hopes all her colleagues had a happy Father's Day. The last thing, she was one of the speakers at the Gardena High School's Virtual Graduation and she said it was interesting. She wanted to send a special congratulations to all the graduates. Hopefully, we will never have to experience another virtual graduation after COVID-19. She said this situation will be so unique that you can tell your kids and grandkids about.

9. COUNCIL ITEMS, DIRECTIVES & REMARKS (Continued)

C. COUNCIL REMARKS (Continued)

(5) <u>COUNCIL MEMBER FRANCIS</u>— She hoped everyone had a wonderful Father's Day and wanted to thank Stephany, Nikki, Pauline, and Ms. Janina for putting together the Father's Day display and video. She also attended the Regional Meeting of Los Angeles County Democratic Party to see that we are heading in that direction. She mentioned we have a Presidential Election coming in November and had a conversation with Dean Logan, our County Recorder and Registrar about voter placement in Gardena in general, but in north Gardena specifically. She will be attending the City Clerk Summit and she is happy about that. By the time we get together again we will have celebrated another 4th of July. She stated without current affairs, this particular 4th of July takes on a new meaning and she hopes we take a look where we were then and where we are headed. She then stated the non-emergency police number which is 310-323-7911. She said you can call to report fireworks. She stated she got in her car, drove around, and found most of them and that this issue is City wide, just bear with us.

10. ANNOUNCEMENTS

Mayor Cerda announced:

(1) "Meals & Masks" drive-thru giveaway is taking place on June 27, 2020 at 9:00a.m.

11. REMEMBRANCES

Mr. Ellis Fears, 89 years of age, lived in the City of Gardena for 35 years, Mr. Fears was a veteran he participated in the Korean War, and was a member of the Casimir Gate Keepers Block Watch; and Mr. Oscar Warren, 82 years of age, beloved Grandfather of our Gardena Youth Commissioner KaMyah Elias, and a long-time resident of Gardena, Mr. Warren participated in many programs, activities, sports leagues, events, and organizations such as the Holly-Park Homeowners Association and Second Time Around Seniors Club, he was truly a Gardena Spirit that left his legacy for the City and his family to cherish for the years to come.

12. ADJOURNMENT

At 10:43 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to a Special Study Session on Tuesday, June 30, 2020.

MINA SEMENZA

	City Clerk of the City of Gardena and Ex-officio Clerk of the Council
APPROVED:	
	By:
Tasha Cerda, Mayor	Becky Romero, Deputy City Clerk

MINUTES SPECIAL STUDY SESSION City of Gardena City Council Tuesday, June 30, 2020

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

The Special Study Session of the City Council of the City of Gardena, California, was called to order at 6:32p.m., on Tuesday, June 30, 2020, at City Hall, at 1700 West 162nd Street, Gardena, California; Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: via teleconference: Mayor Tasha Cerda; Mayor Pro Tem Mark E. Henderson; Council Member Rodney G. Tanaka; Council Member Art Kaskanian; Council Member Paulette C. Francis; Other City officials and employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; Assistant City Attorney Lisa Kranitz and Acting Community Development Director Raymond Barragan.

2. PRESENTATION

(1) Staff and the City's Consultants, Fehr & Peers Traffic Engineers presented information on the State Law that changes the method in which transportation impacts related to CEQA are analyzed. Instead of using a Level of Service (LOS) analysis, local agencies must now use Vehicle Miles of Travel (VMT) to determine impacts.

PUBLIC COMMENT ON STUDY SESSION - None

3. ADJOURNMENT

There being no further business, Mayor Cerda adjourned the Special Study Session at 7:30 p.m. to the Closed Session portion of the Regular City Council immediately following the Special Study Session Meeting on Tuesday, June 30, 2020.

	MINA SEMENZA City Clerk of the City of Gardena and Ex-officio Clerk of the Council
APPROVED:	ByBecky Romero, Deputy City Clerk
Tasha Cerda, Mayor	

MEMORANDUM

TO:

Honorable Mayor and City Council

FROM:

Treasurer's Department

DATE:

September 17, 2020

SUBJECT:

WARRANT REGISTER

PAYROLL REGISTER

(a) September 22, 2020

TOTAL WARRANTS ISSUED:

\$3,196,740.13

Wire Transfer:

11920-11926

Prepay:

160511-160512

Check Numbers:

160513-160687

Checks Voided:

Total Pages of Register: 19

September 11, 2020

J. Indrid Tsu<u>kiv</u>ama,

TOTAL PAYROLL ISSUED:

\$1,553,898.67

CC:

City Clerk

09/17/2020 3:58:38PM

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Bank code:

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11920	9/4/2020	101641 CALPERS	100000016125023		SAFETY (CLASSIC) UAL PAYMENT Total:	586.92 586.92
11921	9/2/2020	101641 CALPERS	100000016125016		SAFETY (CLASSIC) ANNUAL UAL PAYM Total :	345,310.75 345,310.75
11922	9/2/2020	101641 CALPERS	100000016125009		MISC GROUP ANNUAL UAL PAYMENT F Total:	250,031.00 250,031.00
11923	9/8/2020	104058 ADMINSURE INC.	090820		WORKERS' COMP CLAIMS ADMINISTRATION Total:	42,430.96 42,430.9 6
11924	9/16/2020	106110 ADVANCED BENEFIT SOLUTIONS, LLC	091620		HEALTH INSURANCE CLAIMS Total:	347,356.06 347,356.06
11925	9/17/2020	106110 ADVANCED BENEFIT SOLUTIONS, LLC	091720		HEALTH INSURANCE CLAIMS Total:	73,765.09 73,765.09
11926	9/17/2020	104058 ADMINSURE INC.	091720		WORKERS' COMP CLAIMS Total:	35,871.97 35,871.97
160511	9/9/2020	312668 SOUTHWEST SUPERIOR COURT	5982027		NOTICE TO APPEAR - R. GUTIERREZ Total :	27,500.00 27,500.00
160512	9/15/2020	111374 LINCOLN NATIONAL LIFE, INSURANCE COMP	/ JUL-AUG 2020		LIFE INSURANCE GRP PLANS Total:	14,356.84 14,356.84
160513	9/22/2020	111510 1029 PARTNERS	PERMIT #50019-1394		PERMIT DEPOSIT REFUND - 1029 W. 16 Total :	7,500.00 7,500.00
160514	9/22/2020	107751 A-A BACKFLOW TESTING &, MAINTENANCE	7219 72854		BACKFLOW TESTING REPAIR CERTIFIED TESTING OF (4) BACKFLOV Total:	392.00 236.00 628.00
160515	9/22/2020	106086 ABC COMPANIES	3115943 3118537		GTRANS PARTS SUPPLIES GTRANS PARTS SUPPLIES	90.96 885 . 42

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160516	9/22/2020	104058 ADMINSURE INC.	13560	023-01292	ADMINSURE CLAIMS ADMINISTRATION Total:	11,340.00 11,340.00
160517	9/22/2020	101748 AFTERMARKET PARTS COMPANY LLC, THE	82143079		GTRANS AUTO PARTS Total:	79.16 79.16
160518	9/22/2020	108942 ALLIED ELECTRONICS, INC.	9013147508		GTRANS AUTO SUPPLIES Total:	1,795.09 1,795.09
160519	9/22/2020	101628 AQUA-FLO SUPPLY	1597242		PARK MAINT SUPPLIES Total:	38.15 38.15
160520	9/22/2020	108625 ARAD OIL INC.	AUGUST 2020		CAR WASH	270.00 270.00
160521	9/22/2020	104687 AT&T	15233445 15261141		TELEPHONE TELEPHONE Total:	389.60 313.73 703.33
160522	9/22/2020	616090 AT&T	3103232408 09/01/20		TELEPHONE Total:	1,140.50 1,140.50
160523	9/22/2020	100964 AT&T MOBILITY	287275680401X9012020 287275681023X9012020 835577878X8012020		PD CELL PHONE ACCT #287275680401 PD CELL PHONE ACCT #287275681023 PD CELL PHONE ACCT #835577878 Total:	181.86 63.35 606.40 851.61
160524	9/22/2020	102880 AUTOPLEX, INC.	12130		2012 CHEVY TAHOE #1415462 OIL & FIL Total :	891.63 891.63
160525	9/22/2020	109824 AXON ENTERPRISE INC.	SI1676258	035-01028	PD BODY WORN CAMERA ANNUAL PAY Total :	79,858.45 79,858.4 5
160526	9/22/2020	110190 BASNET FAMILY CHILD CARE	AUGUST 2020		CHILD CARE PROVIDER Total:	3,236.00 3,236.00

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160536

160537

160538

9/22/2020 110313 CALTIP

9/22/2020 110538 CANNON COMPANY

9/22/2020 103489 CF UNITED LLC

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Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amount
160527	9/22/2020	202275 BASTON, KIMBERLY	GEPCO 2020		GEPCO LOAN Total :	2,000.00 2,000.00
160528	9/22/2020	111481 BATEMAN COMMUNITY LIVING, LLC	INV4650002850 INV4650002851	034-00458 034-00458	SENIOR FEEDING PROGRAM SENIOR FEEDING PROGRAM Total:	6,982.50 3,184.02 10,166.52
160529	9/22/2020	102135 BEHRENDS, KENT	00002085	023-01291	IT NETWORK SUPPORT Total:	3,400.00 3,400.00
160530	9/22/2020	111509 BERKENKAMP, ANTHONY	PERMIT #50018-1158		PERMIT DEPOSIT REFUND - 1651 W. 16 Total :	5,000.00 5,000.00
160531	9/22/2020	102331 BLUE DIAMOND MATERIALS	1963193		STREET MAINT SUPPLIES Total:	166.90 166.90
160532	9/22/2020	103373 BOB & MARC PLUMBING	67868A	024-00678	, EMERGENCY REPAIRS PLUMBING SE Total :	5,060.65 5,060.65
160533	9/22/2020	108715 BOBBS, CINDY	AUGUST 2020		CHILD CARE PROVIDER Total:	2,457.00 2,457.00
160534	9/22/2020	110938 BRANDON'S FAMILY CHILDCARE	AUGUST 2020		CHILD CARE PROVIDER Total:	1,806.00 1,806.00
160535	9/22/2020	103383 CALPORTLAND	94731139 94733453		STREET MAINT SUPPLIES STREET MAINT SUPPLIES Total:	1,245.88 517.66 1,763.54

94-2020-AUG

144-H 080120-083120

73430

037-09953

024-00640

Total:

Total:

Total:

INSURANCE CLAIMS DEDUCTIBLE - AL

ARTESIA BLVD ARTERIAL IMPROVEME

CAR WASH - AUGUST 2020

4,742.00

4,742.00

16,896.23

16,896.23

116.00

116.00

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160539	9/22/2020	110605 CHANDLER ASSET MANAGEMENT	2007GARDENA 2008GARDENA	013-00028 013-00028	INVESTMENT SERVICES - JULY 2020 INVESTMENT SERVICES - AUGUST 202 Total :	1,370.34 1,370.34 2,740.68
160540	9/22/2020	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY	Y C/ AUGUST 2020		CHILD CARE PROVIDER Total:	2,942.00 2,942.00
160541	9/22/2020	110146 CHUCK THOMAS INVESTIGATIONS	08/04-08/19/20 08/06-08/26/20	035-01030 035-01029	PROFESSIONAL SERVICES PROFESSIONAL SERVICES Total:	4,994.48 2,353.44 7,347.92
160542	9/22/2020	103125 COMPLETE COACH WORKS	79181		GTRANS AUTO PARTS Total:	235.20 235.20
160543	9/22/2020	103274 CONTRERAS, LUIS	07/01-08/26/20		EDUCATIONAL REIMBURSEMENT Total:	975.00 975.00
160544	9/22/2020	102388 COPYLAND, INC.	73369 73370 73371 73373	037-09961 037-09961 037-09961 037-09961	FY21 PROFESSIONAL PRINTING AND (FY21 PROFESSIONAL PRINTING AND (FY21 PROFESSIONAL PRINTING AND (GTRANS FOAM BOARD, 32"X36", 18"X2 Total:	467.53 249.32 338.53 144.74 1,200.12
160545	9/22/2020	109913 COSTAR REALTY INFORMATION INC.	112398395		COSTAR SUITE - SEPTEMBER 2020 Total :	995,94 995,94
160546	9/22/2020	103512 CRENSHAW LUMBER CO.	83147 83156 84204		BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES Total:	321.71 11.61 182.68 516.00
160547	9/22/2020	110319 CWE DIRECTOR	20251	024-00649	MS4 PERMIT MONITORING AND COMP Total :	9,756.75 9,756.7 5
160548	9/22/2020	105951 DECALS BY DESIGN, INC.	15057		GTRANS BUS DECALS Total:	121.70 121.70
160549	9/22/2020	312117 DEPARTMENT OF WATER & POWER	082820		LIGHT & POWER	60.76

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160549	9/22/2020	312117 312117 DEPARTME	ENT OF WATER & POWER	(Continued)		Total:	60.76
160550	9/22/2020	107353 EMERGENCY RESPONS	E CRIME SCENE, CLE T202	0-590		COVID-19 - DISINFECT (1) POLICE VEH Total:	275.00 275.00
160551	9/22/2020	105418 EMPIRE CLEANING SUP	1184		024-00673 024-00673	COVID-19 CUSTODIAL SUPPLIES CUSTODIAL SUPPLIES CUSTODIAL SUPPLIES Total :	288.77 121.06 806.90 1,216.73
160552	9/22/2020	107690 ENLIGHTENMENT CHILD), DEVELOPMENT CEI AUG	UST 2020		CHILD CARE PROVIDER Total:	5,344.00 5,344.00
160553	9/22/2020	105778 ENNIS PAINT, INC.	4026	98		STREET MAINT SUPPLIES Total:	1,965.22 1,965.22
160554 ·	9/22/2020	106459 ENTERPRISE FM TRUS		4027473 4027918	023-01294 023-01294	ENTERPRISE LEASE - SEPTEMBER 20: ENTERPRISE LEASE - SEPTEMBER 20: Total :	21,076.81 6,551.93 27,628.74
160555	9/22/2020	103795 ESCALANTE FAMILY CH	ILD CARE AUG	UST 2020		CHILD CARE PROVIDER Total:	2,897.00 2,897.0 0
160556	9/22/2020	107510 ESCALANTE, WENDY E.	AUG	UST 2020		CHILD CARE PROVIDER Total:	6,465.00 6,465.00
160557	9/22/2020	105650 EWING IRRIGATION PRO	DDUCTS 1241	4265		TREE PROGRAM SUPPLIES Total:	51.25 51.25
160558	9/22/2020	110320 EYEDEAL INTERIORS IN	C CG0	05491		NCC ROLLER SHADE INSTALLATION Total:	1,950.00 1,950.00
160559	9/22/2020	106109 FASTSIGNS		-98139 -98782		COVID-19 SUPPLIES COVID-19 SUPPLIES Total :	1,968.62 1,068.97 3,037.59
160560	9/22/2020	111504 FERNANDEZ, PAZ	CLAI	IM #20-18PD		CLAIM FOR DAMAGES SETTLEMENT	156.00

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160560	9/22/2020	111504 111504 FERNANDEZ, PAZ	(Continued)		Total	: 156,00
160561	9/22/2020	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOL	UT 2504652008		DRUG TEST/ADMIN FEE Total	400.40 : 400.40
160562	9/22/2020	111170 FIRSTNET	287290395417X9102020 287293416290X9102020 28729342063X9102020 287295242065X9102020		PD CELL PHONE ACCT #28729039541 PD CELL PHONE ACCT #28729341629 CD CELL PHONE ACCT #28729342063 PD CELL PHONE ACCT #287295242063 Total	3,183.04 1 207.94 5 462.99
160563	9/22/2020	110683 FOBBS-HOLMAN, FAITH	AUGUST 2020		CHILD CARE PROVIDER Total	2,605.00 : 2,605.00
160564	9/22/2020	107724 GARCIA, CLAUDIA CRISTINA	AUGUST 2020		CHILD CARE PROVIDER Total	10,340.00 : 10,340.00
160565	9/22/2020	207133 GARCIA, NANCY C.	AUGUST 2020		CHILD CARE PROVIDER Total	5,894.00 5,894.00
160566	9/22/2020	107030 GARDENA AUTO PARTS	121199		PW AUTO PARTS Total	79.01 : 79.01
160567	9/22/2020	107011 GARDENA VALLEY NEWS, INC.	00098641 00098707			
160568	9/22/2020	619005 GAS COMPANY, THE	090820	090820 CNG FUEL -		627.35 : 627.35
160569	9/22/2020	111507 GENG, XIAOQI	RECEIPT #44287		REFUND - OVERPAYMENT FOR CASIN Total	
160570	9/22/2020	619004 GOLDEN STATE WATER CO.	090920		WATER Total	11,010,01
160571	9/22/2020	107513 GRAINGER	9640571049 9641730909		BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES	110.82 195.69

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160571	9/22/2020	107513 GRAINGER	(Continued) 9645282766 9645282774		STREET MAINT SUPPLIES BUS FACILITY SUPPLIES Total:	45.33 347.23 699.07
160572	9/22/2020	111505 GRANICUS, LLC	130413	011-00028	AGENDA MANAGEMENT SOFTWARE Total:	10,200.00 10,200.00
160573	9/22/2020	207520 GUALOTUNA, HUGO	08/06-09/03/20		EDUCATIONAL REIMBURSEMENT Total:	634.50 634.50
160574	9/22/2020	110435 GUERRERO, ANGELICA	AUGUST 2020		CHILD CARE PROVIDER Total:	10,494.00 10,494.00
160575	9/22/2020	108012 H&H AUTO PARTS WHOLESALE	1CR0057079 1IN0365344 1IN0366247 IN0363504		PW AUTO PARTS PW AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS Total:	-107.31 809.14 35.65 144.85 882.33
160576	9/22/2020	104017 HALO BRANDED SOLUTIONS INC.	4699224		GTRANS PROMOTIONAL ITEMS Total:	1,990.45 1 ,990.45
160577	9/22/2020	111484 HANNA, BROPHY, MACLEAN,, MCALEER & JE	1969498		PROFESSIONAL SERVICES Total:	450.00 450.00
160578	9/22/2020	208114 HASSOLDT, MATTHEW S.	08/12-09/09/20		EDUCATIONAL REIMBURSEMENT Total:	705.00 705.00
160579	9/22/2020	108607 HENDERSON-BATISTE, TANEKA	AUGUST 2020		CHILD CARE PROVIDER Total:	3,859.00 3,859.00
160580	9/22/2020	110371 HINDERLITER DE LLAMAS, & ASSOCIATES	SIN003301		2019-20 CAFR STATISTICAL PACKAGE Total :	745.00 745.00
160581	9/22/2020	108434 HOME DEPOT CREDIT SERVICES	1283040 1310120 1340422		HOME IMPROVEMENT PROGRAM HOME IMPROVEMENT PROGRAM HOME IMPROVEMENT PROGRAM	-6.70 69.73 45.34

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160581	9/22/2020	108434 HOME DEPOT CREDIT SERVICES	(Continued)			_
			3043765		PD PROGRAM SUPPLIES	63.77
			3320056 09/01/20		HOME IMPROVEMENT PROGRAM	38.71
			4320006		HOME IMPROVEMENT PROGRAM	47.51
			4363849		PARK MAINT SUPPLIES	94.11
			4533694		SIGNS/SIGNALS SUPPLIES	204.99
			5283736		HOME IMPROVEMENT PROGRAM	-9.91
			5283743		HOME IMPROVEMENT PROGRAM	5.49
			5903955		HOME IMPROVEMENT PROGRAM	54.72
			5970620		GTRANS MAINT SUPPLIES	-362.17
			6310453		HOME IMPROVEMENT PROGRAM	19.83
			8324612		HOME IMPROVEMENT PROGRAM	21.80
			9324916		HOME IMPROVEMENT PROGRAM	46.18
					Total :	333.40
160582	9/22/2020	108430 HOME PIPE & SUPPLY	F24781		BLDG MAINT SUPPLIES	11.59
			F24889		BLDG MAINT SUPPLIES	116.21
					Total :	127.80
160583	9/22/2020	100275 HONEYWELL	5252937521	024-00668	HVAC MAINTENANCE CONTRACT - OC	26,037.80
					Total :	26,037.80
160584	9/22/2020	103314 HYDE, ERIC	09/16-09/21		SHERMAN BLOCK SUPERVISORY LEAL	165.00
		·	,		Total:	165.00
160585	0/22/2020	105513 INDUSTRIAL CLEANING SYSTEMS, INC.	38704		DW DDOCDAM CUDDUTE	040.00
100000	912212020	100013 INDUSTRIAL CLEANING STOTEMS, INC.			PW PROGRAM SUPPLIES	216.80
			38710		PW MAINT SUPPLIES	619.73
					Total:	836.53
160586	9/22/2020	109460 INTERNATIONAL BUSINESS INFO, TECH DB	3A 2642	035-01027	FTO SOFTWARE ANNUAL IT SUPPORT	2,300.00
					Total:	2,300.00
160587	9/22/2020	106714 INTERSTATE BATTERIES OF, CALIFORNIA C	CO. 170042544		GTRANS AUTO PARTS	118.92
					Total:	118.92
400500	0.100.100.00	440700	TT: 4000	007 00050		
160588	9/22/2020	110733 J & S PROPERTY MANAGEMENT AND, MAIN	111 4960	037-09958	LANDSCAPE MAINTENANCE SERVICES	1,295.00

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160588	9/22/2020	110733	EMENT AND, M. (Continued)		Total :	1,295.00
160589	9/22/2020	104323 JACKSON, EVAN	09/02-09/04		EVOC TRAINING - PER DIEM Total:	50.00 50.00
160590	9/22/2020	110010 JANEK CORPORATION, THE	109124 109171		GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES Total:	2,204.99 529.20 2,734.19
160591	9/22/2020	105226 JEKAL FAMILY CHILD CARE	AUGUST 2020		CHILD CARE PROVIDER Total:	6,069.00 6,069.00
160592	9/22/2020	107278 JIMENEZ, GABRIEL	GEPCO 2020		GEPCO LOAN Total:	1,243.58 1, 243. 58
160593	9/22/2020	110853 JONES & MAYER	98341 98875 98876 98878 98879 98880 98881 98883 98884 98885 98885 98886 98887 98889	023-01295	ATTORNEY SERVICES	250.00 9,913.80 102.50 3,157.00 1,086.50 50.00 4,950.00 861.00 575.00 1,700.00 275.00 1,910.30 553.50 461.00 25,835.60
160594	9/22/2020	100516 KALBAN, INC.	2002-2	024-00661	PEDESTRIAN SAFETY IMPROVEMENT, Total:	42,010.90 42,010.90
160595	9/22/2020	111517 KIRK'S AUTOMOTIVE INC.	1041160 1041676 1042022		GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES	237.30 35.00 217.92

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160595	9/22/2020	111517 KIRK'S AUTOMOTIVE INC.	(Continued)		Total:	490.22
160596	9/22/2020	111045 KJ SERVICES	1973 1974	,	BOTTLE & CAN RECYCLING PROGRAM USED OIL PROGRAM EXPENSE - AUGL Total :	331.50 63.75 395.25
160597	9/22/2020	105900 KONECRANES, INC.	154330687	037-09902	PREVENTATIVE MAINT & INSPECTION Total:	525.00 525.00
160598	9/22/2020	110848 KREUZER CONSULTING GROUP	20-102 20-122	024-00616 024-00616	CONSULTING SERVICES - WESTERN A CONSULTING SERVICES - WESTERN A Total :	6,040.00 3,541.45 9,581.45
160599	9/22/2020	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WO	DR 2008170711	024-00679	TRAFFIC SIGNAL MAINT - HIGHWAY SA Total :	3,356.48 3,356.48
160600	9/22/2020	312039 L.A. COUNTY FIRE DEPARTMENT	C0009563	023-01284	FIRE PROTECTION SERVICES - OCTOE Total:	740,350.00 740,350.00
160601	9/22/2020	104203 L.A. PAINT & BODY WORKS	74696		BUS REPAIR 2018 DODGE CARAVAN SI Total :	1,672.10 1 ,672.10
160602	9/22/2020	112015 LACERDA, DALVANICE	AUGUST 2020		CHILD CARE PROVIDER Total:	9,534.00 9,534.00
160603	9/22/2020	105874 LAWSON PRODUCTS, INC.	9307810572		BUS SHOP SUPPLIES Total:	276.73 276.73
160604	9/22/2020	110777 LEARN N PLAY FAMILY DAYCARE	AUGUST 2020		CHILD CARE PROVIDER Total:	2,961.00 2,961.00
160605	9/22/2020	102376 LEXISNEXIS RISK SOLUTIONS	1328345-20200831		MONTHLY SUBSCRIPTION FEE Total:	860.93 860.93
160606	9/22/2020	102233 LITTLE PEOPLE DAY CARE	AUGUST 2020		CHILD CARE PROVIDER Total:	4,163.00 4,163.00
160607	9/22/2020	109517 LOAD N' GO BUILDING MATERIALS	16709		STREET MAINT SUPPLIES	93.69

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160607	9/22/2020	109517 LOAD N' GO BUILDING MATERI	ALS (Continued)		Total:	93,69
160608	9/22/2020	112602 LUBRICATION ENGINEERS, INC.	IN429549		MONOLEC ULTRA ENGINE OIL Total:	1,429.34 1,429.3 4
160609	9/22/2020	105082 MAJESTIC LIGHTING, INC.	ML78407 ML78439		BLDG MAINT SUPPLIES SIGNS/SIGNALS SUPPLIES Total:	44.09 126.68 170.77
160610	9/22/2020	109203 MAKAI SOLUTIONS	3990	037-09962	REPAIR - COMPRESSORS, BLDG B & C Total :	816.07 816.07
160611	9/22/2020	113036 MANERI SIGN CO., INC.	40008605		SIGN - 42"X9" "BERENDO AVE 16700" Total :	209.48 209.48
160612	9/22/2020	813030 MANNING & KASS	681324 681325		LEGAL SERVICES LEGAL SERVICES Total :	7,414.00 40,533.70 47,947.70
160613	9/22/2020	107951 MARK HANDLER & ASSOCIATES	AUGUST 2020	032-00065	BUILDING INSPECTION SERVICES Total:	13,048.75 13,048.75
160614	9/22/2020	107644 MARTINEZ, CHERYL NAOMI	AUGUST 2020		CHILD CARE PROVIDER Total:	6,696.00 6,696.00
160615	9/22/2020	104773 MARTINEZ, KAMBY	AUGUST 2020		CHILD CARE PROVIDER Total:	7,410.00 7,410.00
160616	9/22/2020	113064 MCMASTER-CARR SUPPLY COMPANY	41269308 44065852 44876774 44884657 45084191 45227376 45228142		GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES COVID-19 SUPPLIES COVID-19 SUPPLIES COVID-19 SUPPLIES GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES	215.28 551.77 137.84 29.69 114.45 53.83 268.51 1,371.37
160617	9/22/2020	111373 MELENDEZ, MANJOUKA	141		90TH ANNIVERSARY CELEBRATION SL	325.00

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160617	9/22/2020	111373 111373 MELENDEZ, MANIOUKA	(Continued)		Total :	325.00
160618	9/22/2020	103093 MOBILE RELAY ASSOCIATES, INC.	101006453		GTRANS WIDE BAND ANTENNA FOR N Total :	1,247.26 1,247.26
160619	9/22/2020	113355 MR. HOSE INC.	175809		PW AUTO PARTS Total:	135.06 135.06
160620	9/22/2020	109056 MULTICARD	16717		PD SERVICE EQUIPMENT CONTRACT / Total :	1,250.00 1,250.00
160621	9/22/2020	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., IN	C 483909		PROPANE GAS Total:	84.47 84.47
160622	9/22/2020	113721 MYERS TIRE SUPPLY COMPANY	51424079		BUS SHOP SUPPLIES Total:	208.33 208.33
160623	9/22/2020	105622 N/S CORPORATION	0101001 0101096	037-09955 037-09955	GTRANS BUS WASH EQUIPMENT MAIN GTRANS BUS WASH EQUIPMENT MAIN Total :	515.00 515.00 1,030.00
160624	9/22/2020	108609 NETWORK DEPOSITION SERVICES, INC.	A20080549		DEPOSITION TRANSCRIPT SERVICES Total:	1,722.65 1,722.65
160625	9/22/2020	111370 NV5 INC.	175374		CONSULTING SERVICES - ARTESIA LAI Total :	1,660.00 1,660.00
160626	9/22/2020	110575 OCCUPATIONAL HEALTH CENTERS, OF CAL	IF 68831933 68833474 68901597 68901713 68953946 68957773		RANDOM BAAT, UDS COLL, DOT RECEI BAT, UDS POST ACC - S.SHEFFIELD RANDOM BAT, UDS COLL - D.SHAW RANDOM BAT, UDS COLL, DOT RECER RANDOM BAT, UDS COLL, DOT RECER BAT POST ACC, REG UDS - R.TREJO Total:	441.50 114.50 46.50 973.50 450.00 118.50 2,144.50
160627	9/22/2020	115168 OFFICE DEPOT	114271378 116992462 116996535		BUS OFFICE SUPPLIES PD OFFICE SUPPLIES PD OFFICE SUPPLIES	79.63 125.66 29.98

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160627	9/22/2020	115168 OFFICE DEPOT	(Continued)			
			118629678		CD OFFICE SUPPLIES	74.57
			119211733		FINANCE OFFICE SUPPLIES	138.88
			119325825		PD OFFICE SUPPLIES	238,68
			119398258		PD OFFICE SUPPLIES	17.08
			119439677		PD OFFICE SUPPLIES	205,88
			119449687		PD OFFICE SUPPLIES	50.69
			119449690		PD OFFICE SUPPLIES	19.77
			119449691		PD OFFICE SUPPLIES	30.53
			119543816		BUS OFFICE SUPPLIES	126.99
			120043613		FCC OFFICE SUPPLIES	-381.02
			1207844440		PD OFFICE SUPPLIES	64.90
			121756153		PD OFFICE SUPPLIES	31.93
			121760559		PD OFFICE SUPPLIES	197.56
			121792600		BUS OFFICE SUPPLIES	161.84
					Total:	1,213.55
160628	9/22/2020	111358 O'REILLY AUTO PARTS	444884		PW AUTO PARTS	126.71
			445038		SEWER AUTO PARTS	80.49
			447071		PW AUTO PARTS	78.22
					Total :	285.42
160629	9/22/2020	115810 ORKIN PEST CONTROL	202672986		PEST CONTROL - ACCT #27336703	230.90
					Total:	230.90
160630	9/22/2020	109890 OWUSU FAMILY CHILD CARE	AUGUST 2020		CHILD CARE PROVIDER	6,255.00
					Total:	6,255.00
160631	9/22/2020	109660 PAIK, ANDREW	06/19-09/01/20		EDUCATIONAL REIMBURSEMENT	690.00
		;			Total:	690.00
160632	9/22/2020	110403 PENN RECORDS MANAGEMENT	0119293		OFF-SITE STORAGE SERVICES - AUGL	51.00
					Total:	51.00
160633	9/22/2020	116140 PETE'S ROAD SERVICE, INC.	433934		TIRES - REAR TRACTOR 169-24 SOLIDI	1,853.71
			433944		TIRES - REAR TRACTOR SOLIDEAL R4	1,718.71
					Total:	3,572.42

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160634	9/22/2020	105574 PINNACLE PETROLEUM, INC.	0228404 0228406	037-09960 037-09960	87 OCTANE REGULAR UNLEADED CAR 87 OCTANE REGULAR UNLEADED CAR Total:	20,791,92 20,604.50 41,396.42
160635	9/22/2020	110314 PROBAR	COG_06012020-INV01	037-09947	GTRANS PARTS AND FIXED ASSET INV Total :	13,260.00 13,260.00
160636	9/22/2020	106092 PRUDENTIAL OVERALL SUPPLY	42548082 42548083 42548084 42548085 42550153 42550154 42550156 42550157 42550158 42550159 42550160		SUPPLY RENTAL - MATS - GTRANS UNIFORM & SUPPLY RENTAL SUPPLY RENTAL - MATS - PD SUPPLY RENTAL - MATS - HS SUPPLY RENTAL - MATS - NCC SUPPLY RENTAL - MATS - CH UNIFORM & SUPPLIES RENTAL Total:	50.10 105.58 69.24 244.99 105.58 69.24 91.60 11.60 13.65 19.00 244.99
160637	9/22/2020	110928 QLESS, INC.	9288		QLESS SYSTEMS HARDWARE ONE-TIN	1,000.00 1,000.00
160638	9/22/2020	110376 QUIROZ, ABIGAIL	090920		MEDICAL REIMBURSEMENT Total:	595.00 595.00
160639	9/22/2020	100147 RCI IMAGE SYSTEMS	76541		MICROFICHE SCANNING - 15306 ARCT Total :	35.04 35.04
160640	9/22/2020	103072 REACH	092088		EAP SERVICES/REACHLINE NEWSLET Total:	902.00 902.00
160641	9/22/2020	111508 RIOS, LORRAINE	20-17PD		SETTLEMENT - L.RIOS V. GARDENA Total :	687.52 687.52
160642	9/22/2020	100387 RIVERA, ALEXANDER J.	SUMMER 2020		EDUCATIONAL REIMBURSEMENT Total:	1,350.95 1,350.95

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160643	9/22/2020	100585 RKA CONSULTING GROUP	30277		ENGINEERING PLAN CHECK SERVICE: Total:	560.00 560.00
160644	9/22/2020	119126 S.B.R.P.C.A.	03887	039-00062	FY 20-21 2ND QUARTER ASSESSMENT Total :	352,330.91 352,330.91
160645	9/22/2020	119022 SAFEMART OF SOUTHERN, CALIFORNIA	92727 92730 92752 92754 92756		PD PROGRAM SUPPLIES BLDG MAINT SUPPLIES PARK MAINT SUPPLIES PD PROGRAM SUPPLIES PD PROGRAM SUPPLIES Total:	168.20 61.19 3.31 68.91 13.23 314.84
160646	9/22/2020	110772 SANTOS, VICTOR D.	090220		MILEAGE REIMBURSEMENT - INSPECT Total :	834.90 834.90
160647	9/22/2020	219355 SARGENT, MICHAEL	10/04-10/12		POST POLICE MANAGEMENT COURSE Total :	250.00 250.00
160648	9/22/2020	111506 SCHERER, DEBBIE	RECEIPT #75566		REFUND - EVENT CANCELLED DUE TC Total :	50.00 50.00
160649	9/22/2020	106050 SHEHATA, AMY	AUGUST 2020		CHILD CARE PROVIDER Total:	8,790.00 8,790.00
160650	9/22/2020	119233 SHERWIN-WILLIAMS CO.	3812-7 3817-3		STREET MAINT SUPPLIES STREET MAINT SUPPLIES Total:	509.85 122.84 632.69
160651	9/22/2020	109918 SHIGE'S FOREIGN CAR SERVICE	79016 79080 79112 79134 79136 79138 79139 79141	035-01021 035-01021 035-01021 035-01021 035-01021 035-01021 035-01021 035-01021 035-01021	2016 FORD INTRCPTR #1484145 SERVI 2015 FORD INTRCPTR #1462934 SERVI 2016 FORD INTRCPTR #1488059 ENGIN 2016 FORD INTRCPTR #1488059 OIL & 2012 CHEVY TAHOE #1089042 BRAKE § 2011 CHEVY TAHOE #1326997 SERVICE 2015 FORD INTRCPTR #1462934 SERVI 2011 FORD CRWN VIC #1376571 SERVI 2016 FORD INTRCPTR #1484145 BRAKI	662.70 52.57 318.14 101.82 762.55 422.30 85.00 339.27 280.84

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160651	9/22/2020	109918 SHIGE'S FOREIGN CAR SERVICE	(Continued) 79218 79289 79903 79904 79936 79973	035-01021 035-01021 035-01021 035-01021 035-01021 035-01021	2015 FORD INTRCPTR #1462933 BRAKI 2017 FORD INTRCPTR #1368929 OIL & 2016 FORD INTRCPTR #1488055 SERVI 2017 FORD INTRCPTR #1368929 OIL & 2018 FORD INTRCPTR #1554678 SERVI 2015 FORD INTRCPTR #1462933 SERVI Total:	404.70 25.92 552.86 25.92 330.86 739.72 5,105.17
160652	9/22/2020	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	101649		AUGUST 2020 Total :	4,179.00 4,179.00
160653	9/22/2020	119361 SMART & FINAL IRIS CO.	021680		SR. BUREAU PROGRAM SUPPLIES Total:	72.74 72.74
160654	9/22/2020	109531 SMILLIN, MAGE	AUGUST 2020		CHILD CARE PROVIDER Total:	9,161.00 9,161.00
160655	9/22/2020	119202 SOUTH BAY DOCUMENT DESTRUCTION	73756		DOCUMENT DESTRUCTION 08/31/20 Total:	100.00 100.00
160656	9/22/2020	101249 SOUTH BAY TOYOTA	109	034-00462	2020 TOYOTA HIGHLANDER HYBRID LE Total :	42,543.81 42,543.81
160657	9/22/2020	619003 SOUTHERN CALIFORNIA EDISON	090820		LIGHT & POWER Total:	116,986.46 116,986.46
160658	9/22/2020	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	128755		P66 SHIELD CHOICE 5W20 Total :	2,109.03 2,109.03
160659	9/22/2020	119548 ST. JOHN LUTHERAN CHURCH	OCTOBER 2020		SENIOR CITIZENS DAY CARE Total:	900.00 00.00
160660	9/22/2020	119594 STANLEY PEST CONTROL	COG 0820 COG 0820-1		PEST CONTROL SERVICE - 2320 W 149 PEST CONTROL SERVICE - 1670 W 162 Total:	117.00 754.00 871.00
160661	9/22/2020	119010 STAPLES ADVANTAGE	3454870401		PW COVID-19 SUPPLIES	178.97

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160661	9/22/2020	119010 119010 STAPL	ES ADVANTAGE	(Continued)		Т	otal :	178.97
160662	9/22/2020	110877 TAYLORING MINDS I	FAMILY CHILD, CARE	AUGUST 2020		CHILD CARE PROVIDER	otal :	3,046.00 3,046.00
160663	9/22/2020	120767 TEC & ASSOCIATES		2270		GTRANS APPRECIATION DAY SUPI	PLIE otal :	655.22 655.22
160664	9/22/2020	120215 THOMPSON TROPH	IY MFG., INC.	61356		BUS PROGRAM SUPPLIES	otal :	407.34 407.34
160665	9/22/2020	220479 THOMPSON, MARK		10/04-10/12		POST POLICE MANAGEMENT COU	IRSE otal :	250.00 250.0 0
160666	9/22/2020	110238 TIREHUB, LLC		15556583		TIRES - GY WRL SRA OWL 100S 21	5 75: otal :	427.75 427.75
160667	9/22/2020	109411 TITAN LEGAL SERVI	CES, INC.	SU337857-05-01		PROFESSIONAL SERVICES	otal :	88.50 88.50
160668	9/22/2020	109775 TOMS TRUCK CENT	ER NORTH COUNTY	1200091		GTRANS AUTO PARTS	otal :	256.58 256.58
160669	9/22/2020	120525 TRANS UNION LLC		08004988		CREDIT REPORT	otal :	102.62 102.62
160670	9/22/2020	110851 TRAPEZE SOFTWAR	RE GROUP, INC.	TSPAU20085A	037-09887	GTRANS SCHEDULING AND OPER	ATIC otal :	113,667.20 113,667.20
160671	9/22/2020	110851 TRAPEZE SOFTWAR	RE GROUP, INC.	TSMAU200381	037-09887	GTRANS SCHEDULING AND OPER	ATIC otal:	12,725.00 12,725.00
160672	9/22/2020	120854 TURF STAR INC.		7137796 7137796-01		PW AUTO PARS PW AUTO PARTS	'otal :	374.43 44.12 418.55
160673	9/22/2020	109900 U.S. BANK CORPOR	RATE PAYMENT, SYSTEMS	NOLAN 08/24/20 RENTERIA 06/22/20		CAL CARD STATEMENT 07/23-08/24 CAL CARD STATEMENT 05/23-06/22		178.16 808.23

09/17/2020 3:58:38PM

Voucher List CITY OF GARDENA

Page:

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Bank code:	usb					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160673	9/22/2020	109900 U.S. BANK CORPORATE PAYM	ENT, SYST (Continued)		Total ;	986.39
160674	9/22/2020	109220 U.S. BANK EQUIPMENT FINANCE	422707026		RICOH MPC4503 COPIER LEASE - CD ~ Total :	163.39 163.39
160675	9/22/2020	104692 ULINE	123628921		PD PROGRAM SUPPLIES Total:	103.01 103.01
160676	9/22/2020	121275 UNDERGROUND SERVICE ALERT, OF SC	820200279 dsb20194638		NEW TICKETS STATE REGULATORY COSTS - BILLABL Total :	146.95 59.19 206.14
160677	9/22/2020	107596 UNION PACIFIC RAILROAD COMPANY	90099298		PRELIMINARY ENGINEERING SERVICE Total:	569.28 569.28
160678	9/22/2020	121407 UPS	1417778507		SHIPPING SERVICE CHARGES Total:	7.66 7.66
160679	9/22/2020	106754 URBAN RESTORATION GROUP US, INC.	00026270		STREET MAINT SUPPLIES Total:	787.88 787.88
160680	9/22/2020	105549 VALDEZ, MATILDE	AUGUST 2020		CHILD CARE PROVIDER Total:	10,803.00 10,803.00
160681	9/22/2020	108353 WALTERS WHOLESALE ELECTRIC CO	S116260389		SIGNS/SIGNALS SUPPLIES Total:	387.01 387.01
160682	9/22/2020	104107 WAXIE SANITARY SUPPLY	79447304		COVID-19 EMERGENCY SUPPLIES Total:	0.11 0.11
160683	9/22/2020	119387 WEX BANK	67403341		FUEL PURCHASES Total:	193.33 193.33
160684	9/22/2020	123050 WILLIAMS SCOTSMAN, INC.	8054540	035-01023	MODULAR BUILDING RENTAL CPX-804 Total:	3,319.30 3,319.30
160685	9/22/2020	125001 YAMADA COMPANY, INC.	79795		TREE MAINT SUPPLIES Total:	46.17 46.17

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Voucher List CITY OF GARDENA Page:

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Bank code:

usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160686	9/22/2020	103601 YINCOM	6703		COMPUTER REPLACEMENT PARTS	222,14
			6704		COMPUTER REPLACEMENT PARTS	513.68
			6705		IT COMPUTER PARTS	1,014.26
			6706		IT COMPUTER PARTS	440.94
			6707		COMPUTER REPLACEMENT PARTS	856.70
			6708		COMPUTER REPLACEMENT PARTS	444.27
			6709		COMPUTER REPLACEMENT PARTS	1,541.18
			6711		IT COMPUTER PARTS	72.73
			6712		COMPUTER REPLACEMENT PARTS	1,541.18
			6713		COMPUTER REPLACEMENT PARTS	350.26
			6714		COMPUTER REPLACEMENT PARTS	770.59
					Total :	7,767.93
160687	9/22/2020	107051 ZAVALETA, MARITZA	AUGUST 2020		CHILD CARE PROVIDER	4,033.00
					Total:	4,033.00
	184 Vouchers fo	or bank code : usb			Bank total :	3,196,740.13
	184 Vouchers in	this report			Total vouchers :	3,196,740.13

Councilmember

Voucher List CITY OF GARDENA

Page:

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Amount

		•			
ank code :	usb				
oucher	DateVendor		Invoice	PO #	Description/Account
	CLAIMS VOUCHE	R APPROVAL			
	register are accurate and f thereof.	mands or claims covered by the 1to19inclusive of the check unds are available for payment thief Fiscal Officer	_		
	This is to certify that the cit	aims or demands covered by			
	checks listed on pages <u>1</u> register have been audited	to19 inclusive of the check I by the City Council of the City the said checks are approved for inbers:			
	checks listed on pages <u>1</u> register have been addited of Gardena and that all of the control of	to19 inclusive of the check I by the City Council of the City the said checks are approved for			
	checks listed on pages register have been audited of Gardena and that all of the payment except check nur	to 19 inclusive of the check by the City Council of the City the said checks are approved for inbers: 09/22/20			
	checks listed on pages register have been audited of Gardena and that all of t payment except check nur Mayor	to 19 inclusive of the check by the City Council of the City the said checks are approved for inbers: 09/22/20 Date			
	checks listed on pages register have been audited of Gardena and that all of the payment except check nur Mayor Councilmember	to _19_ inclusive of the check by the City Council of the City the said checks are approved for mbers:			

Date



TO: THE HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: PERSONNEL REPORT

1. Report the count of confirmed COVID-19 employee cases:

a. Transportation Department: Four (4)

b. Police Department: Four (4)

c. Public Works: Two (2)

- 2. Report the Separation of Police Assistant, **STEPHANIE ESCALANTE**, of the Police Department effective September 10, 2020. Ms. Escalante provided 4 years and 9 months of service to the City.
- 3. Report the death of Bus Operator, *QIANA JENKINS*, of the Transportation Department. Ms. Jenkins provided 7 years and 3 months of service to the City.
- 4. Report that the following individuals returned to duty from leave:
 - a. Police Officer, *TED SHIN*, of the Police Department has returned from leave, effective June 10, 2020.
 - b. Police Officer, *MICHAEL BERGERON* of the Police Department has returned from leave, effective July 5, 2020.
- 5. Report that the following individuals are on leave under the Family Medical Leave Act / California Family Rights Act (FMLA/CFRA):
 - a. Park Maintenance Worker I, **ANTHONTY GONZALEZ**, of the Public Works Department effective September 11, 2020 through a date to be determined, on a continuous basis.
 - b. Senior Accountant, *CHARLES SANTOS*, of the Transportation Department effective September 10, 2020 through a date to be determined, on a continuous basis.
 - c. Bus Operator, *VALENCIA BARNES*, of the Transportation Department effective September 4, 2020 through September 13, 2020 on a continuous basis.

Respectfully submitted,

CLINT OSORIO

City Manager/Human Resources Officer

cc: City Attorney City Clerk Human Resources Payroll



City of Gardena City Council Meeting

Agenda Item No. 5.D. (2)

Department: CONSENT CALENDAR

Meeting Date: Sept. 22, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: ACCEPTANCE OF PROJECTS AND NOTICE OF COMPLETION

A. PEDESTRIAN SAFETY IMPROVEMENT 2019-2020, JN 956

B. SIDEWALK REPLACEMENT 2019-2020, JN 958

KALBAN, INC.

COUNCIL ACTION REQUIRED: Action Taken							
Accept Projects and Order the Recordation of Notice of Completion							
RECOMMENDATION AND STAFF SUMMARY:							
Staff respectfully recommends that the City Council accept the work and Completion.	order the recordation of Notice of						
This project removed and replaced 862 linear feet of curb and gutter, installed 28 new street trees, and constructed 2 curb ramps.	, 11,040 square feet of sidewalk,						
Sufficient funds to complete this project were appropriated by the City Co Improvement Budget using Measure "R" Local Funds and SB 821 Funds.							
•							
FINANCIAL IMPACT/COST:							
Amount of Expense: \$274,172 (Construction) Funding Source: Measure "R" Local Funds and SB 821 Funds							
ATTACHMENT:	····						
Notice of Completion							
Submitted by:, Kevin Kwak, Principal Civil I	Engineer Date: 9/17/25						
Submitted by:	Engineer Date: <u>9/17/20</u> Date: <u>9/17/20</u>						

RECORDING REQUEST BY AND MAIL TO:

Mina Semenza, City Clerk City of Gardena 1700 W. 162nd Street Gardena, CA 90247

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that:

- 1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
- 2. That on the 14th day of April , 2020 , the City Council of said City entered into contract with Kalban Inc. whose address is 26450 Ruether Ave. #201, Santa Clarita, Ca. 91350 for the improvement titled A. Pedestrian Safety Improvement 2019-2020, JN 956; B. Sidewalk Replacement 2019-2020, JN 958 in accordance with City of Gardena Plans and Specifications.
- 3. That all of the work and improvement was located at <u>Various Locations</u> in said City. The owner of the location is the City of Gardena.
- 4. That all of the work and improvement contemplated in and under said contract was substantially completed on <u>Sept 10, 2020</u>.
- 5. That the City Council formally accepted this work and improvement on <u>Sept. 22, 2020</u>.
- 6. That the Surety on the Performance Bond and the Labor and Material Bond of said Contractor under said contract was, and is, the <u>Everest Reinsurance Co.</u> whose address is <u>1340 Treat Blvd. Suite 450 Pacific Plaza</u>, Walnut Creek, Ca. 94597

The undersigned, being first duly sworn, states: That he is the duly authorized representative of the City of Gardena, the political subdivision of the State of California which conducted the proceedings for the improvement titled <u>A. Pedestrian Safety Improvement 2019-2020, JN 956; B. Sidewalk Replacement 2019-2020, JN 958</u> in said City, that he has read the foregoing "Notice of Completion" and knows the facts recited therein are true.

IN WITNESS THEREOF, this day of	I have hereunto subscribed my name as the duly authorized representative of said C 2020.	ity
	City of Gardena	
	IESUS DE CASTRO	



City of Gardena City Council Meeting

Agenda Item No. 5.D (3)

Department: CONSENT CALENDAR

Meeting Date: September 22, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVE AWARD OF CONTRACT TO CLEAN ENERGY FOR THE PURCHASE OF COMPRESSED NATURAL GAS (CNG) FOR A TERM OF ONE-YEAR, WITH FOUR, ONE-YEAR OPTIONS AT A COST NOT TO EXCEED THE ANNUAL BUDGET APPROVED BY

THE CITY COUNCIL

<u>COU</u>	NCIL	<u>ACTIC</u>	<u>N REQ</u>	<u>UIRED:</u>
		_		

Approve Award

Action Taken

RECOMMENDATION AND STAFF SUMMARY:

GTrans is currently in process of receiving 18 new compressed natural gas (CNG) buses and is working to design and construct a CNG fueling station at the GTrans facility. GTrans must be able to fuel its CNG buses at an off-site location, not only for the duration of the construction, but also as an alternative fueling site once the station is operational in the event the on-site fueling station is down.

In July of 2020, GTrans issued a Request for Proposals (RFP) for the off-site CNG fueling service to the City's online bidding platform, PlanetBids. The solicitation was sent to 86 vendors who were registered on PlanetBids. In addition, staff contacted all CNG fueling stations within a 6-mile radius to inform them of this solicitation. GTrans received a single bid from Clean Energy. Staff reviewed their proposal and cost structure and determined it to be fair and reasonable.

The proposed purchase price of CNG fuel will be tied to the average, first-of-the-month rate using Natural Gas Intelligence's (NGI) SoCal CityGate Index. Clean Energy's bid would establish the price for CNG fuel at \$1.75 above that index per gasoline gallon equivalent (GGE), plus applicable fees, charges and taxes. The pricing rate would remain fixed for the base year, and the four, one-year option prices will be adjusted by the annual change in the U.S. Bureau of Labor Statistics Consumer Price Index.

GTrans recommends that the City Council approve the award of a one-year, fixed contract for the purchase of CNG fuel with Clean Energy, with an additional four, one-year options, at a cost not to exceed the annual budgets approved by the Council.

FINANCIAL IMPACT/COST:

Each fiscal year as part of the annual budget process, GTrans recommends a fuel budget for Council approval. In approving the contract, the Council authorizes the City to purchase needed fuel within the approved fiscal year budget. The cost of fuel is funded using local sources available to GTrans. There is no impact to the General Fund.

ATTACHMENTS:

- A. Contract Between City of Gardena and Clean Energy.
- B. Clean Energy's Fuel Price Agreement Between City of Gardena and Clean Energy

_____, Ernie Crespo, Director of Transportation Date $\frac{9}{16}$ Submitted by _ Clustom Date 9 /17/20 , Clint D. Osorio, City Manager Concurred by



ATTACHMENT A

CNG FUEL PRICE AGREEMENT

Effective Date	September 22, 2020
Customer	City of Gardena, a California
Term	Commences on the Effective Date and ends on the one-year anniversary of the Effective Date. Thereafter, this Agreement shall renew, under the same terms and conditions, for up to four (4) one (1) year options, unless Customer or CE gives notice of cancellation to the other party at least thirty (30) days prior to such renewal date.
Stations	All public access CNG stations in Los Angeles County which are owned and operated by CE
Fuel Type	Compressed natural gas ("CNG")
Gallon Equivalent	Gasoline gallon equivalent ("GGE")
Fuel Price	Customer's Fuel Price is calculated each month as follows:
	Fuel Cost + Compression Fee + Taxes and Fees
	"Fuel Cost" means Natural Gas Intelligence (NGI) Bidweek Survey Average First of the Month Index Price, California, SoCal Citygate for the applicable month of delivery plus all costs of delivery by SoCal Gas including demand, delivery, service, taxes or any other costs charged by the utility. These costs can be revised based on changes in tariffs, rates, or other provisions made by SoCal Gas and/or the California Public Utilities Commission (CPUC). The SoCal Gas Tariff rate in \$/Therm must be converted to \$/MMBtu by multiplying the rate by 10, then converted from \$/MMBtu to \$/GGE by dividing by 8. Volume per Therm must be converted to MMBtu by dividing volume per Therm by 10, then converted from MMBtu to GGE by multiplying by 8.
	"Compression Fee" means \$1.75 per GGE, adjusted each January (each an "Adjustment Date") by the change in the United States Bureau of Labor Statistics Consumer Price Index, Los Angeles-Long Beach-Anaheim, CA All items 1982-84=100, as published monthly in the Monthly Labor Review by the Bureau of Labor Statistics of the United States Department of Labor. For example, in the January following the Effective Date, the Compression Fee adjustment will be based on the percentage change between the Index most recently published prior to such Adjustment Date and the Index most recently published prior to the Effective Date. For each subsequent January, the Compression Fee adjustment will be based on the percentage change between the Index most recently published prior to such Adjustment Date and the Index most recently published prior to the previous Adjustment Date.
	 "Taxes and Fees" mean all applicable federal, state, and local taxes, fees, and assessments per GGE, including without limitation, taxes which are measured based on the number of gallons of fuel sold (varies by location)
Special Provisions	Please refer to Exhibit 2, attached hereto and incorporated herein by reference.

This Fuel Price Agreement ("Agreement") is entered into on the Effective Date between Customer and Clean Energy, a California corporation ("CE") located at 4675 MacArthur Court, Suite 800, Newport Beach, California 92660. Customer and CE are referred to collectively as the "Parties" and individually as a "Party." The Parties desire to establish rates for Customer's purchase of the Fuel Type for its natural gas vehicles. The Parties hereby agree to the following:

1. Fuel Price.

Customer shall pay CE the Fuel Price for each Gallon Equivalent of the Fuel Type sold to Customer at the Stations. Customer shall complete the Fuel Card Application (attached as Exhibit 1) and comply with its terms and conditions with the exception of the late payment charge clause. Customer will not agree to pay any late payment charges. Customer shall use its Clean Energy Fuel Card(s) for its purchases of the Fuel Type from the Stations during the Term. CE will invoice Customer directly and Customer must pay each invoice within 30 days. IF PERMITTED BY LAW, CE SHALL PASS THROUGH TO CUSTOMER ANY SURCHARGES INCURRED BY CE RELATED TO CUSTOMER'S PAYMENT OF ITS INVOICES THROUGH USE OF A CREDIT CARD. Customer acknowledges and agrees that it is solely responsible for taking all safety precautions related to and obtaining any training necessary for the safe fueling of natural gas vehicles at the Stations.

2. Term and Termination.

The term of this Agreement shall begin on the Effective Date and end automatically at the end of the Term; provided, however, CE may terminate this Agreement at any time upon 30 days written notice to Customer.

3. Miscellaneous

ID#3510

Neither Party shall have the right to assign its rights or obligations hereunder, in whole or in part, without obtaining the prior written consent of the other Party and any attempted assignment without such prior written consent shall be void. Permitted assigns shall have the benefit of, and shall be bound by, all terms and conditions of this Agreement. All matters arising under or relating to this Agreement will be governed by the laws of the State of California. Neither Party shall have any liability to the other Party for incidental, special nor consequential damages, including lost profits and business interruption damages, except however in connection with a claim made against either Party by a third party, provided that such claim arises out of the scope of the indemnity obligation of CE or Customer, as applicable

By directing their authorized representative to execute below, the Parties hereby agree to be bound by this Agreement.

CLEAN ENERGY	CITY OF GARDENA
By:	Ву:
Name:	Name:
Title:	Title:
Address: 4675 MacArthur Court, Suite 800	Address:
Newport Beach, CA 92660	

Exhibit 1 Fuel Card Application

(See Attached)

ID#3510

(rev. 10.15.2019)



Please mail or fax application to **Customer Service at:** 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660 Fax: (949) 724-1397 Call: (866) 809-4869

United States Fuel Card Credit Application

This Application consists of the Credit Application and the associated Terms and Conditions. Both documents must be signed and returned to CLEAN ENERGY to process your application.

STEP 1. Please print all		y	Toy ID N	o. (if appl	icable)·
Business Name and/or Group	Affiliation:				icapie	<i>}</i> .
City of Gardena	h.a: -1	dle Initial:	95-60	st Name:		
Customer First Name:	Mila	die initial:	La	ist Maille.		
City of Gardena GTrans		City:		State:		Zip:
Street Address: 1700 West 162nd Street		Gard		CA		Zip: 90247
Billing Address (if different fro	m Street address) (N				_	
13999 S. Western Avenue	m oncer address, (i		,			
City: Gardena				State:		Zip: 90249
Account contact: Victor Sar		Phone Nun	nber: (310)965-8	840 I	ax Ph	none: ()
			Social Security Num		<u> </u>	
Drivers License Number/State of	issuance,		Occupies occupied right	100, 0, 2	95-6	5000713
STEP 2. Ownership, Cr Company Ownership: □ Corporation □ Partners Tax Exempt?: □ NO M Ye	hip □ Sole Propries Tax Exempt Stat	etorship 🗖 0 us: (must sup)	Sovernment 🗓 N	tificates fo	ir all b	oxes checked)
✓ Federal □ State □County				- Exhitari	UII GA	<u> </u>
Type of Business: Municipal T	ransit Agency	Years in B	usiness: 80			
Credit References (attach a	Address	necessary)	Account Numb	ner	Telep	hone Number
Creditor	Address		7,0000411111			17.
						
Credit/Debit Card (Check One): Cardholder's Name: Credit/Debit Card Number: Expiration (mm/YYYY):					PAY AN	NOTE: MITTED BY LAW, YOU SHALL BY SURCHARGES INCURRED EAN ENERGY RELATED TO AYMENT TO CLEAN ENERGY VIA CREDIT CARD
Step 3. Additional Informatio How many natural gas vehicl Make & Model of Truck(s)	es will you be operat	ting? 18 40-foot CNC	_Total Estimated Buses	Usage_ ¹¹	8,260/mor	/DGE per mo.
Fuel type: ▼CNG □LNG What is the Maximum Gallon	Capacity of your Ve	hicle? <u>152</u>	Number of fuel	ing cards	reque	sted: 10
Would you like a name or vel Would you like a driver ID pro	hicle ID assigned to	each card?	Yes M No If yes,	please lis Prompt? ⊈	Yes	parate paper D No
Step 4. Authorization. I have reviewed the information correct and that any other finance the references, statements and purpose of taking collection actisign this application on behalf	cial information Application of information for the control of the	ant gives is true he purposes of a of credit. The un	and correct. Application, redit evaluation, redersigned hereby controls.	newals or e ertifies that	extensi	ons of credit, and for the she is duly authorized to
application.						
application, Signature: iffective July 2019					ate:	8/24/2

For Office Use Only	
Customer Account #:	Card #s (attach list if necessary)
Accounting Approval:	Credit Rating/Score:
Marketing Approval:	Credit Limit:
Accounting Disapproval:	Score/Reason:
	Date card(s) issued)

Terms and Conditions (the "Agreement")

By signing the attached fueling application ("Application") requesting a credit card ("Card") and a line of credit from CLEAN ENERGY ("Issuer"), the Applicant (also referred to as "Cardholder" and sometimes referred to hereafter as "you") agrees as follows:

Credit Check: Issuer will perform a credit review of Cardholder's credit history, including but not limited to, requesting and reviewing credit reports from various credit reporting agencies. Based on this review, Issuer may or may not extend to the Applicant a line of credit granting fueling privileges at CLEAN ENERGY owned and/or operated fueling stations.

IN THE EVENT ISSUER DETERMINES, IN ITS DISCRETION, NOT TO EXTEND TO THE APPLICANT A LINE OF CREDIT, APPLICANT MAY STILL RECEIVE A CARD FROM ISSUER BUT APPLICANT AUTHORIZES ISSUER TO CHARGE THE CREDIT CARD IDENTIFIED ON APPLICANT'S FUEL CARD CREDIT APPLICATION (THE "APPLICANT IDENTIFIED ON APPLICANT'S FUEL CARD CREDIT APPLICATION (THE "APPLICANT CREDIT CARD") FOR ALL PURCHASES OF FUEL. FROM CLEAN ENERGY OWNED AND/OR OPERATED FUELING STATIONS AT THE PRICE POSTED AT SUCH STATIONS OR AT PRICES AGREED TO BY APPLICANT AND ISSUER PURSUANT TO A SEPARATE AGREEMENT BETWEEN APPLICANT AND ISSUER. IN ADDITION, IF PERMITTED BY LAW, IN THE EVENT APPLICANT DOES NOT REMIT PAYMENT TO ISSUER BY THE PAYMENT DUE DATE FOR TWO (2) CONSECUTIVE STATEMENTS, ISSUER MAY DETERMINE TO CEASE EXTENDING A LINE OF CREDIT TO APPLICANT AND SHALL PROVIDE APPLICANT WITH FIFTEEN (15) DAYS PRIOR WRITTEN NOTICE OF SUCH EVENT AND APPLICANT MAY STILL USE THE CARD BUT APPLICANT AUTHORIZES ISSUER TO CHARGE THE APPLICANT CREDIT CARD FOR ALL PURCHASES OF FUEL FROM CLEAN ENERGY OWNED AND/OR OPERATED FUELING STATIONS AT THE PRICE POSTED AT SUCH STATIONS OR AT PRICES AGREED TO BY APPLICANT AND ISSUER PURSUANT TO A SEPARATE AGREEMENT BETWEEN APPLICANT AND ISSUER. APPLICANT AUTHORIZES ISSUER TO CHARGE THE APPLICANT CREDIT CARD FOR SUCH FUELING CHARGES IN VARIOUS AMOUNTS APPLICANT CREDIT CARD FOR SOCIAL PROPERTY OF THE CONTROL OF THE CO ISSUER THE AMOUNTS DUE, TOGETHER WITH ANY APPLICABLE LATE CHARGES, ALONG WITH ANY APPLICANT CREDIT CARD FEES INCURRED BY ISSUER FOR SUCH DENIED CHARGES. FURTHER, IF THE APPLICANT CREDIT CARD DENIES SUCH DENIED CHARGES, FURTHER, IF THE APPLICANT CREDIT CARD DENIES PAYMENT OF ANY FUEL CHARGE, ISSUER SHALL HAVE THE RIGHT, IN ITS SOLE DISCRETION, TO TERMINATE APPLICANT'S FUELING PRIVILEGES AT THAT TIME AND APPLICANT AGREES TO DELIVER THE CARD TO ISSUER IMMEDIATELY UPON DEMAND. APPLICANT WILL IMMEDIATELY REPORT TO ISSUER ANY CHANGES TO ITS NAME, MAILING ADDRESS, TELEPHONE NUMBER AND ANY CHANGES TO THE APPLICANT CREDIT CARD NUMBER OR EXPIRATION DATE.

<u>Use:</u> Cardholder is responsible for all credit extended by Issuer in connection with the Card, regardless of the credit limits or the party using the Card. Cardholder may only use the Card to purchase natural gas from CLEAN ENERGY owned and/or operated natural gas fueling stations at the price posted at such stations or at the price(s) agreed to by Cardholder and Issuer pursuant to a separate agreement between Cardholder and Issuer. Furthermore, Cardholder agrees that the rights set forth herein and the credit extended hereunder shall only be used for business and commercial purposes and not the personal, family or household use. Cardholder acknowledges and agrees that it is solely responsible for taking all safety precautions related to and obtaining any training necessary for the safe fueling of natural gas vehicles at the Stations. Cardholder hereby releases CE from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner related to its or its agents' use of the Stations.

<u>Credit Limit</u>: The total amount of credit extended to Cardholder and the charges permitted to be assessed to Cardholder under this Agreement must not exceed the credit limit. In the event that Cardholder requests an extension of credit that will result in the total balance being more than the credit limit, Issuer may (a) honor the request and permanently raise the credit limit, (b) honor the request but not permanently raise the credit limit, (c) honor the request and regard the amount of the extension of credit as Immediately due; or (d) refuse to honor the

Billing: Issuer will send Cardholder a monthly statement ("statement") when there is activity on the account. The statement is the bill. Each statement shall be conclusively deemed correct and accepted by Cardholder unless Issuer is notified in writing within 30 days from the date the statement is transmitted to Cardholder. Cardholder is obligated to pay for all purchases and charges made on the Card. Cardholder is also responsible for notifying Issuer of any changes in address. Cardholder acknowledges and agrees that it will be billed in the applicable unit of measure as determined by Clean Energy (Diesel Gallon Equivalent (DGE) or Gasoline Gallon Equivalent (GGE)).

Balance: To determine the new balance on the statement, the outstanding balance at the beginning of the billing period is calculated, and new purchases are added and payments and credits that have been received are subtracted. At this time, other associated fees are also

Payment: Cardholder will pay issuer at the place indicated on the statement all credit obligations under this Agreement. Cardholder must pay the full amount shown on each

Late Payment Charge: A late payment charge will be added if the belonce is not point in full-on or before the payment due date. When there is an outstanding balance subject to a late obarge, the late charge will be computed by applying a periodic rate of 1.50% per menth-(Annual Percentage Rate: 19%) or the maximum rate allowed by law to the belance; issued may use a collection agency and Cardinder agrees to pay collection agency fees which issuer may find to collect payment.

<u>Payment Due Date</u>: The payment due date is the date the payment is due as indicated in the statement at the indicated remittance business address. If full payment of the balance is not received by the payment due date, issuer reserves the right to suspend Cardholder's charging privileges until full payment of the balance is received. THE BALANCE IS TO BE PAID-IN-FUIL BY THE PAYMENT DUE DATE.

Termination of Agreement: Issuer or Cardholder may terminate this Agreement at any time. Effective July 2019

Cardholder's <u>Duties</u>: Cardholder will promptly notify Issuer if the Card is lost or stolen. The Card is property of the Issuer, and the Cardholder will surrender the Card on demand. Issuer

may revoke or repossess the Card at any time. Cardholder will not use the Card to obtain credit in excess of Cardholder's credit limits.

<u>Default:</u> Any of the following events shall constitute default under this Agreement and require the immediate payment of all amounts due under this Agreement.

- Cardholder's failure to make any payment by the due date under this Agreement;
- a) Cardinater's failure to make any payment by the dod date interior by the total balance due under this Agreement exceeds the credit limit;
 c) Cardholder's failure to comply with any other term of this Agreement;
- Cardholder becomes the subject of bankruptcy or insolvency proceedings; or,
- e) Cardholder dissolves or ceases to exist.

In the event of a default, at Issuer's option, the full amount owing by Cardholder shall become immediately due and payable. Cardholder agrees to pay all reasonable costs of collecting the amount due, including court cost and attorney's fees to the extent permitted by law. If Cardholder defaults under this Agreement, upon payment of all unpaid balances due Issuer, Cardholder may request that their account be reinstated and fueling privileges at CLEAN ENERGY owned and/or operated stations returned. Issuer reserves the right to reject such a request by Cardholder, however, if such a request is granted by Issuer, a \$25.00 per card reactivation fee shall apply and become immediately due by Cardholder.

Increase in Credit: Issuer may request that credit reporting agencies provide credit history reports regarding Cardholder in connection with any extension or renewal of credit. After written request by Cardholder, Issuer will provide Cardholder with the names and addresses of all credit reporting agencies who provide credit history reports to Issuer In connection with any extension or renewal of credit. All transactions under this Agreement, including the amount of credit extended, the balance outstanding at any time, and any failure to comply with the terms of this Agreement may be reported to credit reporting agencies.

Amendments: The terms of this Agreement may be amended by Issuer at any time by providing notice to Cardholder at Cardholder's last known address in writing at least lifteen (15) days before the date on which the amendment becomes effective. Any amendment will not require the written consent of Cardholder. In the event that the Cardholder does not agree to the amendment, Cardholder will notify issuer in writing, return the Card to Issuer. and pay the balance due to Issuer prior to the amendment effective date.

Assignment: Cardholder will not assign or transfer the Card without the prior written consent of Issuer, Issuer may assign all or a part of this Agreement or Cardholder debts, in its sole discretion without order notice.

Governing Law: This Agreement and any transactions under the Agreement shall be governed by the laws of the state of Delaware.

<u>Severability</u>: If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted

Entire Agreement: This Agreement is the entire Agreement between Issuer and Cardholder regarding the extension of credit from Issuer to Cardholder and supersedes all prior agreements between Issuer and Cardholder relating to the subject matter of this Agreement.

Release and Indemnity: You hereby release CLEAN ENERGY from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of Card. You agree to Indemnify, protect and hold harmless CLEAN ENERGY and its agents from all liability for any loss, damage or injury to persons or property arising from or related to the Card. Notwithstanding anything to the contrary, Issuer makes no representation or warranty regarding the quality, specification or content of natural gas dispensed from the stations.

Charges for Damages: In the event of station damage, such as, but not limited to, a driveaway whereby the fueling hose is forcibly removed because the hose was not disconnected from the vehicle, and the Cardholder is determined to be responsible, CLEAN ENERGY may charge the Cardholder Issuer's actual costs to repair the damage per occurrence for such

<u>Unauthorized Use</u>: Cardholder must pay for charges made by Cardholder or by anyone authorized by Cardholder to use the subject account. Cardholder will not be responsible for unauthorized use of the Card which occurs after it notifies Issuer orally or by writing to the following address: CLEAN ENERGY, 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660, (866) 809-4869. Unless otherwise permitted by law, liability for unauthorized use shall not exceed \$50,00 (except accounts with 10 or more cards).

If permitted by law, if you request and receive 10 or more cards from Issuer, you also agree to be responsible for all unauthorized use of the cards notwithstanding the language set forth

I HAVE READ THE ABOVE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACCEPT AND CONSENT TO THE TERMS AND CONDITIONS STATED.

Jennifer Abro for Dana Pynn

8/20/2020

Signature

Date

Dana Pynn, Transit Administrative Officer Printed Name and Title

1

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- · Your name and account number,
- · The dollar amount of the suspected error.
- . Describe the error and explain, if you can, why you believe there is an error,

If you need more information, describe the item you are not sure about.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including late charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any late charges related to any questioned amount. If we did not make a mistake, you may have to pay late charges, and you will have to make up any missed payments on your questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

if you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days teiling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

If your application for business credit is denied or conditionally approved, you have the right to a written statement of the specific reasons for the denial or conditional approval. To obtain the statement, please contact Clean Energy at 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660 (866.809.4869) within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Exhibit 2 Special Provisions

VETC – Subject to the availability of the alternative fuel credit allowable under the Internal Revenue Code (IRC) Section 6426 and 6427 ("VETC"), but only to the extent CE is allowed to claim VETC for fuel dispensed from the Stations and in excess of any commitments made by CE to pay VETC to third parties for fuel dispensed from the Stations under separate contracts entered into by CE. CE shall during the Term hereof, claim VETC related to CNG dispensed into Customer's vehicles from the Stations and within 30 days of receipt of such VETC proceeds, pay Customer fifty percent (50%) of the credit provided for in IRC Section 6426(e)(1) for each gasoline gallon equivalent, as defined herein, of CNG sold from the Stations and consumed by Customer. For purposes of clarity, as IRC Section 6426(e)(1) is currently drafted, CE would pay to Customer \$0.25 for each GGE of CNG dispensed into Customer's vehicles from the Stations beginning on the Effective Date less any amounts (a) CE is not entitled to claim, and (b) CE has committed to pay to third parties under separate contracts for the fuel dispensed from the Stations. The Parties agree that CE will be considered the Alternative Fueler as defined in Proposed Treasury Regulation Section 48.6426-1 and the Customer shall execute all forms and/or elections which are necessary to carry out the terms of this Section. Customer warrants that the entire quantity of the CNG purchased by it from the Stations is for a taxable use as a fuel in a motor vehicle or motorboat and will provide written statements confirming the use of the CNG at least annually to CE or as often as may be reasonably requested by CE. Customer understands and acknowledges that the legislation authorizing VETC expires on December 31, 2020 and that no VETC revenue will be realized after December 31, 2020 without the enactment of future legislation. If for any reason the VETC is disallowed, Customer shall hold CE harmless and repay to CE any VETC this is disallowed that was paid by CE to Customer.

AB 32 Compliance - Effective January 2015, transportation fuel suppliers in California are subject to the Cap and Trade regulations under AB 32. AB 32 requires fuel suppliers to purchase compliance instruments if the total amount of greenhouse gas ("GHG") emissions from fuel they supply in California exceeds 25,000 MTCO2e per year. Clean Energy will pass through any applicable AB 32 compliance costs for non-exempt natural gas purchased hereunder to Customer.

AGREEMENT BETWEEN THE CITY OF GARDENA AND CLEAN ENERGY

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

Recitals.

- A. City is desirous of obtaining services for off-site fueling for CNG vehicles.
- 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 2020-04 OFF-SITE CNG FUELING SERVICES, 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. <u>Additional Services</u>. 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 and within the time frame set forth in Attachment A for the payment of invoices. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.
- 4. <u>Agreement Administrator</u>. For purposes of this Agreement, City designates Rachel Yoo 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. <u>Incorporation of Documents and Order of Precedence.</u> This Agreement shall include and incorporate herein the following documents: the CNG Fuel Price Agreement between the Parties and any corresponding exhibits (collectively, "Attachment A"), City's Request for Proposals on OFF-SITE CNG FUELING SERVICES (the "RFP"), and Consultant's proposal in response ("Consultant's Proposal"). In the event of any inconsistency between the documents, including this Agreement, the following order of precedence shall apply:

- 1. Attachment A
- 2. This Agreement
- 3. Addendum(s) to the RFP
- 4. The RFP
- 5. Consultant's Proposal

Notwithstanding anything to the contrary, the following clarifications are made to the RFP:

- There is no requirement for Consultant to provide a master fuel fleet card for City's CNG vehicles.
- There is no requirement for Consultant to provide City with inactive fuel fleet cards that must be activated by City prior to use.
- There is no requirement for Consultant to provide information regarding miles and miles per gallon in Consultant's monthly statements to City.
- City is responsible for any unauthorized purchases made through a fuel fleet card. In the event that a
 card is lost or stolen, City shall promptly notify Consultant so Consultant can cancel the card.
- Part IV (Sample Agreement) of the RFP is hereby deleted and superseded by this Agreement.
- 6. <u>Timing of Performance</u>. 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. <u>Compensation.</u> 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. <u>Term of Agreement/Termination.</u>

- A. This Agreement shall be effective as of the date of execution by the City, granted that Consultant has executed this Agreement prior to City's execution, and shall remain in effect until the term end date referenced in Attachment A unless terminated prior thereto in accordance with the terms therein.
- 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: promptly discontinue all Services, unless the notice directs otherwise. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to full 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. <u>Invoices and Payments.</u>

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 thirty (30) 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. In the event that City objects to a portion of the charges, City shall pay Consultant for all uncontested charges within thirty (30) days following receipt of the invoice. City and Consultant will work together to resolve any contested charges.
- 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 for 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. <u>Successors and Assignment.</u> 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. <u>Change in Name, Ownership or Control.</u> 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. <u>Key Personnel</u>. 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.

- B. [Intentionally omitted].
- 15. <u>Nonuse of Intellectual Property of Third Parties.</u> 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.
- 16. [Intentionally omitted].
- 17. <u>Legal Requirements.</u>
- 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. <u>Guarantee and Warranty.</u> 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 reperform any of said services, which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

20. <u>Insurance.</u>

- 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. 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, 11/85, or equivalent, 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) peroccurrence.
- 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. 10/13, 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. 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, unless cancelled for non-payment, then ten (10) calendar days notice shall be given, is mailed to City.
- 5. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:
- a. The City, its appointed and elected 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 (10) 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. Consultant shall obtain insurance to comply with such changes (to the extent reasonably possible) and will pass along to the City any fees incurred for such changes. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes withinsixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.
- E. Deductibles. Any deductible or self-insured retention over \$250,000 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. This assumption of risk for injury and loss or damage to property shall not apply if the event arises out of the sole negligence or willful misconduct of City or its employees, agents, or contractors. Notwithstanding anything to the contrary in this Agreement or any document incorporated into this Agreement, in the event the City or its employees, agents, or contractors damage a Station (as defined in Attachment A), the City shall be responsible for paying Consultant, at Consultant's then existing labor rates, for any necessary repairs and/or replacements.
- 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. <u>Independent Contractor.</u> 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. <u>PERS Eligibility Indemnification.</u> In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the

contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

24. <u>Notices.</u> 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: Rachel Yoo

13999 S. Western Avenue

Gardena, California, 90249

Email: ryoo@gardenabus.com

Clean Energy

Attn: Chad Lindholm

4675 MacArthur Court, Suite 800

Newport Beach, CA 92660

Email: Chad.Lindholm@cleanenergyfuels.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.

- 25. <u>Severability.</u> 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.
- 26. <u>Jurisdiction and Venue.</u> 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.
- 27. <u>Waiver.</u> 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.

28. 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, written amendment, which must be signed by both Parties.
 - B. [Intentionally omitted].
- 29. <u>Joint Drafting</u>. Both parties have participated in the drafting of this Agreement.
- 30. <u>Public Records Act Disclosure</u>. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information

obtained by it that is designated as confidential, proprietary, and/or a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any confidential or proprietary information or trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court. In any event, City shall promptly notify Consultant of any Public Records Act disclosure requests relating to this Agreement in order to provide Consultant with an opportunity to redact exempt information.

- 31. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 32. <u>Authority to Execute</u>. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
- 33. <u>Attorney's Fees</u>. 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.

Tasha Cerda
Mayor

Date _____

ACCEPTED: CLEAN ENERGY

By _____

Date ____

ARPROVED AS TO FORM:

Carmen Vasquez

CITY OF GARDENA

City Attorney



City of Gardena City Council Meeting

Agenda Item No. 8.G. (1)

Department: Transportation

Meeting Date: September 22 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVE EXECUTION OF LUMINATOR CONTRACT OPTION

YEAR TWO (2) FOR MAINTENANCE OF BUS CAMERAS AND

PURCHASE OF THREE YEARS OF CAMERA SYSTEM SOFTWARE

UPGRADES FOR AN AUTHORIZED FIRST YEAR AMOUNT

OF \$33,194

COUNCIL	ACTION REQUIRED	:

Approve Option and Contract

Action Taken

RECOMMENDATION AND STAFF SUMMARY:

In 2014, GTrans installed the Luminator, formerly known as Apollo, bus security camera surveillance system on its buses, and contracted with Luminator for the maintenance and monitoring of this system under a fiveyear contract with two, one-year options. GTrans wishes to exercise the second option year of its maintenance and monitoring contract, with an additional contingency for unplanned service calls and equipment from Luminator.

Separately, GTrans wishes to purchase three years of necessary software upgrades with Luminator. As GTrans' fleet technology and ability to download videos via Wi-Fi has changed since it was installed in 2014, the system requires regular software upgrades that were not part of the original contract. Pricing will remain at the 50-vehicle tier until such time as GTrans' fleet size increases, at which time GTrans has negotiated pricing for a higher tier. In addition, as GTrans implements its new CAD/AVL system next year, the camera system will require a different software upgrade and licenses to properly integrate. This is a sole source purchase as the software is proprietary and can only be provided by Luminator for its equipment.

Therefore, it is recommended that Council authorize with Luminator:

- 1) Option Year 2 at \$22,950 and a contingency of \$3,500 for a contract total of \$26,450;
- 2) Three-years of software upgrades at \$6,744/year at current fleet size of 34 buses; Pricing includes options for upgrades at a higher tier of fleet size (\$11,145/year), as well as an option for GTrans to add the CAD/AVL software integration upgrade and licenses of \$18,204, when it is required sometime next year.

FINANCIAL IMPACT/COST:

Funds for the service and first year of software upgrades are included in the FY21 budget previously approved by the Council. The total cost for FY21 is estimated at \$33,194 if the fleet size is maintained as anticipated. There is no impact to the General Fund.

ATTACHMENTS:

- A. GTrans Memo Regarding Option Year 2 Contract Pricing and Quote
- B. Luminator Quotes for Software Upgrades and Licenses

Submitted by _	the Cor	, Ernie Crespo, Director of Transportation	Date 9/17/20
Concurred by	Cleudomo.	, Clint D. Osorio, City Manager	Date <u>9 / 7 / 20</u>



MEMORANDUM DEPARTMENT of TRANSPORTATION

TO: File DATE: 9/14/2020

FROM: Ernie Crespo, Director of Transportation REF:

SUBJ: Renew Option No. 2 of Luminator Contract CC:

GTrans wishes to exercise Option Year Number Two (2) with Luminator, formerly known as Apollo, of its previous Five-year base contract.

The original contract pricing was \$507 per bus, per year, at a fleet size of 57 vehicles. Under that contract Luminator required a minimum of (50) vehicles to initiate a service contract. Luminator's service support team has been working with Gardena over the past (5) years providing service to our fleet of (57) vehicles at a price of \$507/vehicle/yr.

Today, GTrans' fleet of covered vehicles is now 34 buses. The reduction in covered vehicles is due to the fact that GTrans' maintenance staff will now maintain the cameras on the contingency fleet, and 18 new CNG buses are covered under their original warranty. GTrans and Luminator negotiated a continuation of the existing contract Gold level service, despite the fact that the fleet size has been reduced now to 34 vehicles. As such, because of the economy of scale to maintain this level of service and response time, the price per vehicle was adjusted from \$507/vehicle/year to \$675/yr.

Therefore, the new cost for the final Option Year 2 of service is \$675/per bus.

If GTrans transitions back to a number greater than 50 buses per year, the cost will revert back to the \$507 cost per bus.



Quotation #: A-179067

Date: 8/6/2020

Payment Terms: Progress Billed Contract

Shipping Terms: FOB Origin Sales Rep: Martin Frazier

Project Info.: Gardena-Service Maint Contract 2020-21

BIII to: City of Gardena, dba: GTrans Victor Santos 1700 W 162nd St

Gardena

CA 90247-3732

Tel: 310-965-8870

FaxiEmail:

Line	Qty	Model	Description	Unit Price	Ext. Price
1	34	AVT-SERVICE-GOLD	Year 6, Gold Service Contract (4-hour response time for DVR failures, on-board communication failures, server application software issues)	\$675.00	\$22,950.00
				Subtotal	\$22,950.00

Option: Buses Not Covered by Service Contract

Line	_	Model	Description	Unit Price	Ext. Price
2	1	Service Installation	Hourly rate for service on buses not covered by gold service contract	\$150.00	\$150,00
3	1	Service Installation Fee	Travel fee - Applies per trip to work on buses not covered by gold service contract	\$250,00	\$250.00

Please submit orders to order.na@juminator.com. Prices and terms are guaranteed for 30 days. All prices are in US dollars. Freight charges, installation charges and taxes (if applicable) are additional and may not be included in this quotation. All returns are subject to a 20% re-stocking fee.



Quotation Number: A-179415

Date: 9/11/2020

Payment Terms: Progress Billed Contract

Shipping Terms: FOB Origin Sales Contact: Martin Frazier

Project Information: Gardena-mSET Streaming

Video

Bill To: City of Gardena, dba: GTrans

Minesh Chauhan 1700 W 162nd St

Gardena CA 90247-3732

Tel: 310-965-8870

Fax / Email:

Line	Qty.	Model	Description	Unit Price	Ext. Price
1	1	mSET-SV	mSET Software, Streaming Video Single-Server License (Includes 3-Years of Software Maintenance)	\$4,690.00	\$4,690.00
2	58	mSET-SV-L	mSET Software, Streaming Video Single-Vehicle License	\$233.00 Subtotal:	

Please submit orders to order.na@luminator.com, referencing the quotation number provided.

All prices in are US dollars; prices are terms are valid for 30 days. Freight charges, installation charges and taxes (if applicable) are additional and may not be included in this quotation.

All returns are subject to a 20% re-stocking fee.

Standard Terms and Conditions of Sale:

https://luminator.com/images/Supplier_Documents - North_America/GENERAL_T_C_SALE_V1.0_2020.pdf

Warranty and Repair Service Information: https://luminator.com/images/LUMINATOR WARRANTY V1.0 2020.pdf



Quotation #: A-178464D

Date: 9/11/2020

Payment Terms: Progress Billed Contract

Shipping Terms: FOB Origin Sales Rep: Martin Frazier Project Info.: Gardena-ViM Software

Maintenance Support 3yr

Bill to: City of Gardena, dba: GTrans Minesh Chauhan 1700 W 162nd St

Gardena

CA 90247-3732

Tel: 310-965-8870

Fax/Email:

Line	Qty	Model	Description	Unit Price	Ext. Price
	3	AVT-ViM-M-50	Software Maintenance for Fleets of 50 Vehicles or Less, 12 Months (Price is per Module - Base, Health, AutoClip)	\$2,248.00	\$6,744.00
		•		Voor 1 Subtotals	\$6.744.00

Line	Qty Model	Description	Unit Price	Ext, Price
	3 AVT-VIM-M-50	Software Maintenance for Fleets of 50 Vehicles or Less, 12 Months (Price is per Module - Base, Health, AutoClip)	\$2,248.00	\$6,744.00
	·		Year 2 Subtotal:	\$6,744.00

Line	Qty	Model	Description	Unit Price	Ext. Price
3	3	AVT-ViM-M-50	Software Maintenance for Fleets of 50 Vehicles or Less, 12 Months (Price is per Module - Base, Health, AutoClip)	\$2,248.00	\$6,744.00
				ear 3 Subtotal:	\$6,744.00

Total for 3 Years: \$20,232.00

Option: Maintenance for Licenses Exceeding 70 - Year 1

Line	Qty	Model	Description	Unit Price	Ext.,Priče
4	3	AVT-ViM-M-100	Software Maintenance for Fleets of 100 Vehicles or Less, 12 Months (Price is per Module - Base, Health, AutoClip)	\$3,715.00	\$11,145.00
	Subtotal for 1 Year:		\$11,145.00		

Option: Maintenance for Licenses Exceeding 70 - Year 2

Line	Qtyï	Model	Description	Unit Price	Ext. Price
* 5	3	AVT-ViM-M-100	Software Maintenance for Fleets of 100 Vehicles or Less, 12 Months (Price is per Module - Base, Health, AutoClip)	\$3,715.00	\$11,145.00
_		<u> </u>	Subto	al for Year 2:	\$11,145.00

Option: Maintenance for Licenses Exceeding 70 - Year 3

Line	Qty Model	Description	Unit Price	Ext. Price
	3 AVT-ViM-M-100	Software Maintenance for Fleets of 100 Vehicles or Less, 12 Months (Price is per Module - Base, Health, AutoClip)	\$3,715.00	\$11,145.00
	<u> </u>	Subtotal for Year 3:		\$11,145.00

Total for 3 Years: \$33,435.00

Renewable each year during initial three-year contract, with the provided price to be held during that time. This annual price will remain good up to 70 vehicle licenses; if at any time 70 licenses are met or exceeded, AVT-ViM-M-100 price level will take effect and will be invoiced starting that month for the remainder of the 12-month period.

Please submit orders to order.na@juminator.com. Prices and terms are guaranteed for 30 days. All prices are in US dollars. Freight charges, installation charges and taxes (if applicable) are additional and may not be included in this quotation. All returns are subject to a 20% re-stocking fee.