

# **GARDENA CITY COUNCIL**

# Regular Meeting Notice and Agenda

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

Tuesday, June 8, 2021 Closed Session 7:00 p.m. Open Session 7:30 p.m.

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

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 voutube.com/CityofGardena
- 2. PARTICIPATE BEFORE THE MEETING by emailing the Deputy City Clerk at <a href="mailto:publiccomment@cityofgardena.org">publiccomment@cityofgardena.org</a> 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 (3) minutes.
- 3. PARTICIPATE DURING THE MEETING VIA ZOOM WEBINAR
  - Join Zoom Meeting Via the Internet or Via Phone Conference
  - https://us02web.zoom.us/j/86436837360
     Phone number: US: +1 669 900 9128, Meeting ID: : 864 3683 7360
  - 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 <a href="mailto:bromero@cityofgardena.org">bromero@cityofgardena.org</a> 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

#### ROLL CALL

#### PUBLIC COMMENT ON CLOSED SESSION

The City Council will hear from the public only on the items that have been described on this agenda (GC §54954.3)

#### 2. **CLOSED SESSION**

#### 2.A CONFERENCE WITH LEGAL COUNSEL

ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9

(One [1] Matter)

#### 2.B CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Designated Representative: Clint Osorio, City Manager Employee Organizations:

- Gardena Police Officers Association (GPOA), Matt Hassholdt, Association President
- 2. Gardena Management Employees Organization (GMEO), Vicky L. Barker, Attorney
- 3. Gardena Municipal Employees Association (GMEA), Fred G. Quiel, Attorney Confidential / Unrepresented Employees

#### 2.C CONFERENCE WITH REAL PROPERTY NEGOTIATIONS

Government Code Section 54956.8

Property: 2501 W. Rosecrans Ave Gardena CA 90249

Agency Negotiator: Clint Osorio, City Manager

Negotiating Parties: Casey Metcalf, JP Morgan Chase BK NA

Under Negotiation: Price and Terms of Payment

#### 2.D CONFERENCE WITH REAL PROPERTY NEGOTIATIONS

Government Code Section 54956.8

Property: 17120 Normandie Ave, Gardena CA Agency Negotiator: Clint Osorio, City Manager

Negotiating Parties: Bible Baptist Church represented by: Robert Fletcher and Eric

Knowles

Under Negotiation: Price and Terms of Payment

#### 3. PLEDGE OF ALLEGIANCE

Luis Lizarraga, City of Gardena Youth Commissioner - North High School Mason Kroger, City of Gardena Youth Commissioner - El Camino Jr. College

#### 4. **INVOCATION**

Presented by Council Member Rodney Tanaka

#### 5. **PRESENTATIONS**

5.A Fireworks Enforcement Plan Summary 2021

#### 6. **PROCLAMATIONS**

- 6.A "Pause for the Pledge of Allegiance" June 14, 2021 through July 4, 2021: To be proclaimed only Proclaim Only-Pledge of Allegiance-2021.pdf
- 6.B "JUNETEENTH Commemoration Day" June 19, 2021: To be proclaimed only Proclaim Only-Juneteenth 2021.pdf

#### 7. **APPOINTMENTS**

#### 8. **CONSENT CALENDAR**

NOTICE TO THE PUBLIC - Roll Call Vote Required On The 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.

- 8.A Waiver of Reading in Full of All Ordinances Listed on This Agenda and that they Be read by Title Only
- 8.B Approve Minutes: Regular Meeting of the City Council, April 27, 2021 CONTACT: CITY CLERK
  2021 04-27 REGULAR Minutes Gardena CC Meeting FINAL.pdf
- 8.C <u>RESOLUTION NO. 6515</u>, Authorizing the Application for the Federal Transit Administration's Coronavirus Response and Relief Supplemental Appropriations Act (CRSSAA) of 2021

**CONTACT: TRANSPORTATION** 

FTA CRRSAA Grant RESO No. 6515 6 8 21.pdf

8.D Approve Agreement between the Los Angeles County Metropolitan Transportation Authority and the City of Gardena for the Transit Access Pass (TAP) Program CONTACT: TRANSPORTATION

TAP Participant Seller Agreement Final 2.08.21 GTrans Updates.pdf

8.E Personnel Report No. P-2021-11
CONTACT: HUMAN RESOURCES
PERS RPT P-2021-11 06-08-21.doc

- 8.F Approval of Warrants/Payroll Register, June 8, 2021 CONTACT: CITY TREASURER
  Warrants-Payroll Register Memo 06-08-21.pdf
- 8.G Second Reading and Adoption of ORDINANCE 1830, Amending Section 5.16.190 (Days and Hours of Operation) of Chapter 5.16 (Bingo) of Title 5 (Business Licenses and Operations) of the Gardena Municipal Code CONTACT: CITY MANAGER ORDINANCE 1830.pdf
- 9. **EXCLUDED CONSENT CALENDAR**
- 10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

#### 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, unless extended by the Mayor. An amber light will appear to alert the speaker when two minutes are complete, and a red light will appear when three minutes are over. Your cooperation is appreciated.

- 11. **DEPARTMENTAL ITEMS ADMINISTRATIVE SERVICES**
- 12. <u>DEPARTMENTAL ITEMS COMMUNITY DEVELOPMENT</u>
- 13. **DEPARTMENTAL ITEMS ELECTED & ADMINISTRATIVE OFFICES** 
  - 13.A Appointment of Representative to the South Bay Workforce Investment Board (SBWIB)

Staff Recommendation: Approve Appointment to Public Sector Seat of SBWIB

Southbay Workforce Investment Board Nomination Letter

- 13.B COVID-19 Update
- 14. **DEPARTMENTAL ITEMS POLICE**
- 15. **DEPARTMENTAL ITEMS PUBLIC WORKS**

15.A Approve purchase of a 2021 MC1510-3S3S GapVax Combination Jet/Vac Truck from Plumbers Depot, Inc. in the amount of \$510,766.08 for Public Works Sewer Equipment Purchase, JN 991

**Staff Recommendation: Approve Purchase** 

Quote - 2021 GapVax Sewer Truck.pdf

- 16. **DEPARTMENTAL ITEMS RECREATION & HUMAN SERVICES**
- 17. **DEPARTMENTAL ITEMS TRANSPORTATION**
- 18. **COUNCIL ITEMS**
- 19. **COUNCIL DIRECTIVES**
- 20. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS
- 21. **COUNCIL REMARKS** 
  - 1. COUNCIL MEMBER HENDERSON
  - 2. COUNCIL MEMBER FRANCIS
  - 3. MAYOR PRO TEM TANAKA
  - 4. MAYOR CERDA
  - 5. COUNCIL MEMBER KASKANIAN
- 22. ANNOUNCEMENT(S)

#### 23. REMEMBRANCES

<u>Dorothy Emma Lee</u>, 107 years of age, beloved grandmother of Dana Pynn, Transit Administrative Officer from the Transportation Department. Dorothy was remarkably mentally active until the end, emailing, using her IPad, winning frequent pinoche games and giving sage advice.

#### 24. ADJOURNMENT

The Gardena City Council will adjourn to a Study Session at 6:00 p.m. on Tuesday, June 17, 2021.

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 4th day of June, 2021

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

# "PAUSE FOR THE PLEDGE OF ALLEGIANCE" 21 Days to Honor America

# JUNE 14, through JULY 4, 2021

The American flag is a powerful and universal symbol of our national heritage and unity. The Pledge of Allegiance has become a way for all Americans to celebrate and re-affirm that heritage: it is a statement of our shared beliefs and aspirations.

The "Pause for the Pledge of Allegiance" is a call for Americans everywhere – regardless of age, race, religion, national origin, or geographic or political differences – to take time to recite the "Pledge of Allegiance to the Flag of the United States of America."

The City of Gardena's Afterschool Program youngsters have created a short video sharing American Flag etiquettes which will serve as this year's Flag Day Celebration, as we join with millions of citizens across our great nation to take the time to reflect on our Country's freedoms as we "Pause for the Pledge of Allegiance."

And, to further demonstrate our community's solidarity and fellowship, I request, as is our City's annual custom, that Gardena's Walkway of Flags be flown every day from Flag Day (Monday, June 14) through Independence Day (Sunday, July 4) to emphasize and celebrate "21 Days to Honor America."



# "JUNETEENTH COMMEMORATION DAY"

~ JUNE 19, 2021 ~

The annual Commemoration of JUNETEENTH honors the effective end of slavery in the Unites States and is also considered the longest-running African American Holiday. Celebrations of Juneteenth began in 1866 and continues to be celebrated throughout the Unites States.

On January 01, 1863, President Abraham Lincoln issued the Emancipation Proclamation declaring that all enslaved people currently engaged in the rebellion against the Union, "shall be then, thenceforward, and forever free," paving the way to the adoption of the 13<sup>th</sup> Amendment.

Then, it was on June 19, 1865, that General Gordon Granger arrived in Galveston, Texas, and declared that "The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free." Therefore, June 19<sup>th</sup> became known as "Juneteenth." There were over 250,000 enslaved people in Texas during this time.

Emancipation did not happen overnight for everyone but, by December of that same year, slavery in America was formally abolished with the adoption of the 13<sup>th</sup> Amendment which declares: "Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction."

Therefore, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim June 19, 2021, as



# **COMMEMORATION DAY**

in the City of Gardena, and call upon all residents to recognize and celebrate the significance of this important historical event in our nation.

# MINUTES Regular Meeting of the Gardena City Council Tuesday, April 27, 2021

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:00 PM on Tuesday, April 27, 2021, in the Council Chamber at City Hall 1700 West 162nd Street, Gardena, California.

#### 1. ROLL CALL

Present: Mayor Tasha Cerda; Mayor Pro Tem Rodney G.Tanaka; Council Member Mark E. Henderson; Council Member Art Kaskanian; Council Member Paulette C. Francis. Other City Official 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 7:01 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 Rodney G. Tanaka; Council Member Mark E. Henderson; Council Member Art Kaskanian; Council Member Paulette C. Francis; City Manager Clint Osorio; and City Attorney Carmen Vasquez.

#### 2. CLOSED SESSION

#### 2.A CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Designated Representative: Clint Osorio, City Manager Employee Organizations:

- 1. Gardena Police Officers Association (GPOA), Matt Hassholdt, Association President
- 2. Gardena Management Employees Organization (GMEO), Vicky L. Barker, Attorney
- 3. Gardena Municipal Employees Association (GMEA), Fred G. Quiel, Attorney
- 4. Confidential / Unrepresented Employees

Mayor Cerda reconvened the meeting to the Regular Open Session at 8:24 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

Meleana Dyogi and Emmanuel Gillam led the Pledge of Allegiance. These 2 students are well rounded in all aspects and are the best example of an ideal graduate of St. Anthony of Padua School. Both are tremendous scholar athletes, and are kind, compassionate leaders, and have hearts for service.

#### 4. INVOCATION

Council Member Rodney G. Tanaka led the Invocation.

- 5. PRESENTATIONS No Items
- 6. PROCLAMATIONS
  - 6.A Older Americans Month Proclaimed by Mayor Cerda
  - 6.B 52nd Annual Municipal Clerks Week, May 2-8, 2021 was proclaimed by Mayor Cerda. The Proclamation was accepted by City Clerk Mina Semenza
- 7. <u>APPOINTMENTS</u> No Appointments were made
- 8. CONSENT CALENDAR
  - 8.A Waiver of Reading in Full of All Ordinances Listed on This Agenda and That They Be Read by Title Only
  - 8.B Approve Minutes: Regular Meeting of the City Council, March 9, 2021 CONTACT: CITY CLERK
  - 8.C Receive and File of Minutes: Planning & Environmental Quality Commission MARCH 2. 2021

**CONTACT: COMMUNITY DEVELOPMENT** 

8.D Receive and File of Minutes: Planning & Environmental Quality Commission APRIL 6, 2021

**CONTACT: COMMUNITY DEVELOPMENT** 

8.E Approval of Warrants/Payroll Register, April 27, 2021 CONTACT: CITY TREASURER

<u>April 27, 2021: Wire Transfer: 11995- 12000; Prepay: 162853- 162861; Check Nos. 162862 -163022 – for a total Warrants issued in the amount of \$2,614,346.33; Total Payroll Issued for April 23, 2021: \$1,904,389.26.</u>

- 8.F Monthly Portfolio, February 2021 CONTACT: CITY TREASURER
- 8.G Monthly Portfolio, March 2021 CONTACT: CITY TREASURER
- 8.H Personnel Report No. P-2021-08

  CONTACT: HUMAN RESOURCES
- 8.I Approval of Extension Agreement with JAS Pacific for Building Inspector services CONTACT: COMMUNITY DEVELOPMENT
- 8.J Second Reading and Adoption of ORDINANCE No. 1827, Amending Section 8.08.035 (Amendment of Section 7802.3) of Chapter 8.08 (Fire Code) and Amending Sections 8.16.010 (Definitions), 8.16.020 (Permit-Required), Section 8.16.130 (Dates and Hours of Sale and Use), Section 8.16.150 (Prohibitions on Discharge), 8.16.170 (Violation-Penalty) and Adding Section 8.16.155 (Social Host Liability) of Chapter 8.16 (Fireworks) of Title 8 (Health and Safety) of the Gardena Municipal Code

**CONTACT: CITY MANAGER** 

#### ORDINANCE NO. 1827

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING SECTION 8.08.035 (AMENDMENT OF SECTION 7802.3) OF CHAPTER 8.08 (FIRE CODE) AND AMENDING SECTIONS 8.16.010 (DEFINITIONS), 8.16.020 (PERMIT -REQUIRED), SECTION 8.16.130 (DATES AND HOURS OF SALE AND USE), 8.16.150 (PROHIBITIONS ON SECTION 8.16.155 (SOCIAL HOST LIABILITY) OF CHAPTER 8.16 (FIREWORKS) OF TITLE 8 (HEALTH AND SAFETY) OF THE GARDENA MUNICIPAL CODE

- 8.K Authorization to Purchase Personal Protective Equipment, in the amount of \$70,185.00, Under the 2018 Homeland Security Program Grant **CONTACT: POLICE**
- 8.L Purchase of High Yard Lighting for GTrans Campus from Majestic Lighting, Inc. in the amount of \$43,306.20

**CONTACT: TRANSPORTATION** 

8.M Receive and File: Gardena General Plan Annual Progress Report CONTACT: COMMUNITY DEVELOPMENT

It was moved by Council Member Kaskanian, seconded by Mayor Pro Tem Tanaka, and carried by the following roll call vote to Approve all Items on the Consent Calendar with the exception of Item 8.H and 8.I:

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

Members Henderson, Francis, and Mayor Cerda

Noes: None Absent: None

#### 9. EXCLUDED CONSENT CALENDAR

<u>8.H HUMAN RESOURCES</u> - Personnel Report No. P-2021-08 - This item was pulled by Mayor Cerda. City Manager Osorio introduced our new Public Works Director, Alann Rigg, and brought him into the meeting to say a few words.

<u>8.I COMMUNITY DEVELOPMENT</u> - Approval of Extension Agreement with JAS Pacific for Building Inspector services. This Item was pulled for discussion by Council Member Henderson. He asked if extending this agreement would reduce our back log we are experiencing in CDD, and if the item is for an extension. Interim Director McClain responded that our backlog is not with inspections; it is with permits. He added that yes, it is an extension.

It was moved by Council Member Henderson, seconded by Council Member Francis, and carried by the following roll call vote to Approve Items 8.H. and 8.I

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

Member Kaskanian, and Mayor Cerda

Noes: None Absent: None

#### 10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

#### 10.A <u>APRIL 20, 2021</u>

Environmental Assessment #9-20, Site Plan Review #4-20, Zone Change #4-20, General Plan Amendment #5-20, Tentative Tract Map #3-20, Variance #2-20.

**Commission Action:** No action taken.

Received and Filed

#### **ORAL COMMUNICATIONS**

- 1. <u>Jen Harris</u>, representing GDAAP Gardena Drug and Alcohol Abuse Prevention Task Force. She expressed her gratitude and support to the City of Gardena. Due to COVID, social media was utilized this year to get the word out and educate the youth and focusing on marijuana prevention. A special thank you to Chef Jordan Kim for preparing a great meal and streaming it through Zoom and Facebook Live. Upcoming event National Mental Health Awareness Month.
- 2. <u>Wanda Love</u>, she pointed out that two departments are being placed under one section in the Gardena Strategic Plan and expressed her concerns. Also commented on "creating a partnership with the Chamber" stating she would love to work with the City.

#### 11. <u>DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICE</u> - No Items

#### 12. <u>DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT</u>

12.A <u>PUBLIC HEARING:</u> Environmental Assessment #1-20; General Plan Amendment #1-20; Specific Plan #1-20; Zone Change #1-20; Zoning Code Amendment #3-20; Development Agreement #1-20; Lot Lint Adjustment #1-20; Site Plan Review #1-20 (Gardena Transit Oriented Development Specific Plan) Applicant: Din/Cal 4, Inc.

City Manager Osorio presented the Staff Report.

Senior Planner John Signo gave the first Power Point presentation.

City Consultant Rita Garcia gave the second Power Point presentation.

Applicant Josh Vasbinder gave the third Power Point presentation which included two videos.

Gilad Ganish was available for any questions.

Mayor Cerda opened the Public Hearing at 9:40p.m. and asked if there were any comments from the public.

#### **Public Speakers:**

Zahid Ahmed, spoke in opposition of the project; Steven Ludwig, Wanda Love and Joey Rodgers spoke in support of the project.

There was a discussion, and it was unanimous that everyone agreed that what a great project this was. All three presenters were commended for the very informative and detailed presentations that were given. There were some questions that Council had regarding putting a retail store on the first floor; the cost of rent; who the building will be managed by; if nearby residents were notified of the project; if there was any plan to put a turnout lane closest to the property going northbound on Crenshaw Blvd.; the types of advertisement that will be advertised on the billboard; how an 8 - story building might not fit in; how the property was once on a Brownsfield list and if those issues have been resolved; how there was no mention of the warehouses in the area and how it might impact traffic; if the units would be advertised as Air BnB's; if the fire lane would be 24 or 26 feet and parking. It was also brought up how the billboard sign would be a distraction to drivers.

The Applicant responded that there would not be a retail store on the first floor this is where the leasing office would be located; the cost of rent would be fair market rate; the building would be managed by a full time professional management company with a concierge; Senior Planner Signo responded that all residents within 300 feet of the project were notified and no one came forward; the Applicant responded that a separate turnout lane would not be added to Crenshaw Blvd; he continued to say that there would be no negative advertisements displayed on the billboard; that 8-stories would fit in that area; our City Consultant responded that Environmental Impact Report was done and the land required mitigation to reduce impact; the Applicant responded that a study of the surrounding areas was done which included the warehouses and the proximity to the Green Line; and that the fire lane is 26 feet.

There was no further comment; Mayor Cerda closed the Public Hearing at 10:40 p.m.

#### RESOLUTION NO. 6507

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA CERTIFYING AN ENVIRONMENTAL IMPACT REPORT, ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS AND MAKING CEQA FINDINGS RELATING TO THE GARDENA TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN AND RELATED ENTITLEMENTS FOR THE 1.33 ACRE PROPERTY LOCATED AT 12850 - 12900 CRENSHAW BOULEVARD

(APN # 4060-004-039)

#### RESOLUTION NO. 6508

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA AMENDING THE LAND USE PLAN OF THE CITY OF GARDENA GENERAL PLAN BY CHANGING THE LAND USE DESIGNATION OF THE 1.33 ACRE PROPERTY LOCATED AT 12850 - 12900 CRENSHAW BOULEVAD TO SPECIFIC PLAN AND MAKING MINOR TEXT CHANGES PRIMARILY RELATING TO SPECIFIC PLANS

(APN # 4060-004-039)

It was moved by Mayor Pro Tem Tanaka, seconded by Council Member Kaskanian, and carried by the following roll call vote to Adopt Resolution Nos. 6507 & 6508:

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

Francis, and Mayor Cerda

Noes: None Absent: None

#### ORDINANCE NO. 1828

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA AMENDING SECTION 18.08.010 OF THE GARDENA MUNICIPAL CODE RELATING TO ESTABLISHED ZONES, AMENDING CHAPTER 18.58 OF THE GARDENA MUNICIPAL CODE REALTING TO DIGITAL BILLBOARDS, AMENDING THE ZONING MAP OF THE CITY OF GARDENA, APPROVING A SPECIFIC PLAN, INCLUDING THE SITE PLAN, AND APPROVING A DEVELOPMENT AGREEMENT WITH DIN/CAL 4, INC. RELATING TO THE DEVELOPMENT OF UP TO 265 DWELLING UNITS (APN # 4060-004-039)

It was moved by Council Member Henderson, seconded by Council Member Kaskanian, and carried by the following roll call vote to Introduce Ordinance No 1828:

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

Council Member Francis, and Mayor Cerda

Noes: None Absent: None

At 10:45 p.m. Mayor Cerda excused herself from the Council Meeting and turned the meeting over to Mayor Pro Tem Tanaka.

12.B <u>ORDINANCE NO. 1829</u>, Adopting the most recent version of the Los Angeles County Fire Code as set forth in Title 32 of the Los Angeles Code by Reference.

#### ORDINANCE NO. 1829

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADOPTING THE MOST RECENT VERSION OF THE LOS ANGELES COUNTY FIRE CODE AS SET FORTH IN TITLE 32 OF THE LOS ANGELES COUNTY CODE BY REFERENCE

Ordinance No. 1829 was Introduced by Council Member Kaskanian

It was moved by Council Member Kaskanian, seconded by Council Member Francis, and carried by the following roll call vote to Introduce Ordinance No. 1829 and set hearing date for May 25, 2021:

Ayes: Council Members Kaskanian, Francis and Henderson, and

**Mayor Pro Tanaka** 

Noes: None

Absent: Mayor Cerda

#### 13. DEPARTMENTAL ITEMS - ELECTED & ADMINISTRATIVE OFFICES

13.A COVID-19 Update

City Manager Osorio presented the update.

#### 14. <u>DEPARTMENTAL ITEMS -POLICE - No Items</u>

#### 15. DEPARTMENTAL ITEMS - PUBLIC WORKS

15.A <u>RESOLUTION NO. 6504</u>, Approving the Engineer's Report for the Gardena Artesia Boulevard Landscaping Assessment District for fiscal year 2021-2022, declaring its intention to levy and collect assessments under the Gardena Artesia Boulevard Landscaping Assessment District for fiscal year 2021-2022, and setting a time and place for hearing protests in relation thereto (Public Hearing: May 25, 2021)

#### RESOLUTION NO. 6504

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA, APPROVING THE GARDENA. **ENGINEER'S** REPORT FOR THE GARDENA ARTESIA **BOULEVARD** LANDSCAPING ASSESSMENT DISTRICT FOR FISCAL YEAR 2021-2022, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS UNDER THE GARDENA ARTESIA BOULEVARD LANDSCAPING ASSESSMENT DISTRICT FOR THE FISCAL YEAR 2021-2022, AND SETTING A TIME AND PLACE FOR HEARING PROTESTS IN RELATION THERETO (PUBLIC HEARING: May 25, 2021)

City Manager Osorio presented the Staff Report.

It was moved by Council Member Henderson, seconded by Council Member Kaskanian, and carried by the following roll call vote to Adopt Resolution No. 6504:

Ayes: Council Members Henderson, Kaskanian and Francis, and

**Mayor Pro Tem Tanaka** 

Noes: None

**Absent: Mayor Cerda** 

15.B <u>RESOLUTION NO. 6505</u>, Approving the Engineer's Report for the Gardena Consolidated Street Lighting Assessment District for fiscal year 2021-2022, declaring its intention to levy and collect assessments under the Gardena Consolidated Street Lighting District for fiscal year 2021 -2022, and setting a time and place for hearing protests in relation thereto (Public Hearing: May 25, 2021)

#### **RESOLUTION NO. 6505**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR THE GARDENA CONSOLIDATED STREET LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2021-2022, DECLARING ITS INTENTION TO LEVY AND ASSESSMENTS THE COLLECT UNDER **GARDENA** CONSOLIDATED STREET LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2021-2022 AND SETTING A TIME AND PLACE FOR HEARING PROTESTS IN RELATION THERETO (PUBLIC HEARING: May 25, 2021)

City Manager Osorio presented the Staff Report.

It was moved by Council Members Kaskanian, seconded by Council Member Henderson, and carried by the following roll call vote to Adopt Resolution No. 6505:

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

and Council Member Francis

Noes: None

**Absent: Mayor Cerda** 

- 16. DEPARTMENTAL ITEMS RECREATION & HUMAN SERVICES No Items
- 17. <u>DEPARTMENTAL ITEMS TRANSPORTATION</u> No Items
- 18. COUNCIL ITEMS No Items
- 19. COUNCIL DIRECTIVES

#### Council Member Henderson

1. Asked City Manager Osorio if city staff can research the Hero Pay - *Directive was withdrawn* 

#### 20. <u>CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS</u>

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. Those items were, as follows:

- 1. Memo regarding a New Water Splash Park at Rowley and/or Johnson Park, including cost and maintenance.
- 2. Memo in reference to the public comments made in the April 13, 2021 Council Meeting regarding missing sidewalks along Redondo Beach Blvd and Budlong.
- Memo regarding Hero Pay Brief discussion of the policies and terms of conditions for the Hero Pay was between Council Members, City Attorney Vasquez and City Manager Osorio
- 4. Memo regarding the G3 installation of entrance gate located at Rosecrans and Van Ness Ave.
- 5. Memo regarding the driveway at 1450 W. Redondo Beach Blvd., it has been determined that the temporary barricades are within limits of state and local law.
- Memo regarding pedestrian crossing near the intersection of Gardena Blvd and Brighton Ave, has been recommended to re-paint the cross walks and update the signage.
- 7. Flyer for COVID-19 Vaccination Clinic, hosted at Johnson Park 1200 W. 170th Street, from 9:00 a.m. to 2:00 p.m. 1st Dose: Saturday, May 15, 2021 and 2nd Dose: Saturday, June 12, 2021. Make an appointment through the City by contacting the Senior Bureau at (310)217-9552.
- 8. Flyer for the City of Gardena 18th Annual Jazz Festival, hosted at Rowley Park on Sunday, August 22, 2021. Tickets sales begin Wednesday, June 23, 2021.
- 9. Flyer for the Housing Element Community Meetings hosted via Zoom; Tuesday, May 4, 2021 and Tuesday, May 11, 2021.
- 10. Cinco De Mayo Video highlights of previous years.
- 11. Recreation and Human Services Department Highlight Video for the Annual California Park and Recreation Society.
- 12. Birthday wishes to Director Crespo.

#### 21. COUNCIL REMARKS

- 1. <u>COUNCIL MEMBER KASKANIAN</u> Reported after 106 years the U.S government acknowledged the Armenian Genocide and thanked President Biden, stated everyone in the Armenian community is very excited and there were seven newborns in Armenia which were named after President Biden.
- 2. MAYOR PRO TEM TANAKA Attended the Paper Shredding Event, South Bay COG Board Meeting, met with Latrice, Public Relations of Kinecta Bank how they would like to engage without our City, and reminded everyone to attend at the Hermosa Beach Community Center a family friendly event at the Asian American Pacific Islander Hate also known as LA vs. Hate which will be on May 1<sup>st</sup> from 3 p.m.-5 p.m.
- COUNCIL MEMBER FRANCIS Encouraged everyone to keep washing hands, physically distance and keep an eye on traffic as children are returning to school.
- 4. MAYOR CERDA Absent
- 5. <u>COUNCIL MEMBER HENDERSON</u> Attended the LA Business Federation Meeting, South Bay California Area of Governances Meeting, Air Quality Management District Meeting sitting as an alternate for SCAG, funeral for Edward Reginald Lewis who was the husband of Commissioner LaWanda Staten and completed a couple of community visits. Lastly, reminded everyone to socially distance and wash their hands as we all get through the pandemic.

#### 22. ANNOUNCEMENT(S)

#### Mayor Pro Tem Tanaka announced:

- 1. Reminder, COVID-19 Vaccination Clinic, hosted at Johnson Park, from 9:00 a.m. to 2:00 p.m. 1st Dose: Saturday, May 15, 2021, and 2nd Dose: Saturday, June 12, 2021. Make an appointment through the City by contacting the Senior Bureau at (310) 217-9552.
- 2. Birthday wishes to City Manager Osorio.

#### 23. REMEMBRANCES

**David Livingston Jr.**, resident of Gardena, was laid to rest on this day.

## 24. ADJOURNMENT

At 11:25 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m., and the Regular City Council Meeting at 7:30 p.m. on Tuesday, May 11, 2021.

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

Agenda Item No. 8.C Section: CONSENT CALENDAR Meeting Date: June 8, 2021

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6515, AUTHORIZING THE APPLICATION FOR THE FEDERAL TRANSIT ADMINISTRATION'S CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT (CRSSAA) OF 2021

**CONTACT: TRANSPORTATION** 

#### **COUNCIL ACTION REQUIRED:**

#### **RECOMMENDATION AND STAFF SUMMARY:**

The City of Gardena's GTrans is eligible to receive a one-time formula allocation of the Federal Transit Administration funds under the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) of 2021. Funds are designated to prevent, prepare for and respond to coronavirus, and are available for reimbursement for operating costs to maintain service and lost revenue due to the coronavirus public health emergency.

In order to access these funds, GTrans is required to file an electronic grant application through the Federal Transit Administration's (FTAs) Transit Award Management System (TrAMS). GTrans has one grant application for submittal to the FTA, CA-1640-2021-1, requesting a total of \$6,003,071 for this operating assistance. The funds will be used on a reimbursement basis and will mitigate some of the operating cost and revenue impacts of the public health emergency that continue to affect GTrans' operations.

It is recommended that Council adopt the resolution and authorize the Director of Transportation or his designee to execute the grant. GTrans anticipates to begin drawing down these funds as soon as they are approved by the FTA.

#### FINANCIAL IMPACT/COST:

Projected expenditures eligible for reimbursement are contained within the FY22 proposed amended budget for consideration by the City Council. Future expenditures will be contained in future budgets for Council consideration. There is no impact to the General Fund.

#### **ATTACHMENTS:**

FTA CRRSAA Grant RESO No. 6515 6 8 21.pdf

APPROVED:

Clint Osorio, City Manager

Cleuroms.

#### **RESOLUTION NO. 6515**

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

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

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

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

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

- SECTION 1. The Director of Transportation or designee is authorized to execute applications and amendments to grants for Federal assistance on behalf of the City of Gardena with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration.
- SECTION 2. The Applicant (City of Gardena) has received authority from the Designated Recipient, Southern California Association of Governments (SCAG), to apply for Urbanized Area Formula Program assistance in accordance with 49 U.S.C. § 5307.
- SECTION 3. The Director of Transportation, or designee is authorized to execute and file with its applications, the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement.
- SECTION 4. The Director of Transportation or designee is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Gardena.

SECTION 5. That this resolution shall be effective immediately.

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

Passed, approved, and adopted this 8th day of June 2021.

	Tasha Cerda, Mayor City of Gardena, California
ATTEST:	
Mina Semenza, City Clerk	
APPROVED AS TO FORM:	
Carmen Vasquez, City Attorney	

Agenda Item No. 8.D Section: CONSENT CALENDAR Meeting Date: June 8, 2021

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: APPROVE AGREEMENT BETWEEN THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AND THE CITY OF GARDENA FOR THE TRANSIT ACCESS PASS (TAP) PROGRAM

**CONTACT: TRANSPORTATION** 

#### **COUNCIL ACTION REQUIRED:**

#### **RECOMMENDATION AND STAFF SUMMARY:**

The Transit Access Pass (TAP) Program is a regional smart-card program serving as an electronic fare collection system. Developed over many years as a result of a cooperative effort among the Los Angeles County Metropolitan Transportation Authority (Metro) and participating transit operators like the City of Gardena's GTrans, TAP operators have worked together to unify fare media into TAP, simplify marketing messaging and establish regional rules. Metro is responsible for managing the daily operations of TAP, including system configuration, testing, customer service, financial settlement and operational oversight.

All Los Angeles County Transit Operators – including GTrans – participating in TAP have signed a Cooperative TAP Participant agreement with Metro, governing the respective roles and responsibilities in connection with participation in TAP. As the TAP program evolves and modernizes with changing technology and abilities, from time to time the agreement is updated, requiring new approvals. The proposed agreement includes a number of updates reflecting new Point of Sale equipment (RPOS) and associated operations and replacement requirements, and memorializes new abilities for patrons to load funds into their TAP accounts (deposits).

Therefore staff respectfully recommends that Council authorize the execution of the attached agreements with the Metro.

#### FINANCIAL IMPACT/COST:

There is no financial impact.

#### **ATTACHMENTS:**

TAP Participant Seller Agreement Final 2.08.21 GTrans Updates.pdf

APPROVED:

Clint Osorio, City Manager

Cleuroms.



## Los Angeles County Metropolitan Transportation Authority

# TAP© Participant Seller Agreement

This TAP Seller Agreement ("**Agreement**") regarding the selling and loading to TAP cards of transit fare products is made and entered into as of June 8, 2021 ("**Effective Date**") by and between the Los Angeles County Metropolitan Transportation Authority, a California county transportation authority existing under the authority of §§ 130050.2 *et seq.* of the California Public Utilities Code ("**LACMTA**"), and City of Gardena (GTrans), a Municipal Transit Operator (the "**Seller**"), referred to herein individually as a "**Party**" or collectively as the "**Parties**".

#### Recitals

This Agreement is made and entered into with respect to the following facts:

- A. The TAP® program ("**TAP**") is a regional smart-card program developed as a cooperative effort amongst participating public transit operators ("**TAP Participants**") in Los Angeles County providing for the electronic payment of inter- and intra-agency fares via the use of TAP devices on such TAP Participants' universal fare system (UFS) fareboxes, driver control unit light validators (DCU/LVs), bus mobile validators (BMVs) and other fare validators installed on TAP Participants' transit fleet (e.g., bus, rail, among other transit vehicles);
- B. LACMTA manages the daily operations of TAP (including system configuration, testing, customer service, financial settlement, and operational oversight). As between the Parties, any (i) application that resides on the TAP card; and (ii) software and data stored on the TAP cards or devices that are used for all transit automatic fare collection purposes (including the loading of stored value or passes, the collection of fares, and the validation of the fare products issued on behalf of the TAP Participants) is owned by LACMTA and its third-party contractor.
- C. Public transit patrons that ride LACMTA transit or TAP Participants' transit may pay the transit fare using a TAP card that is loaded with TAP Stored Value or EZ® Transit Pass products ("TAP Fare Products"), or TAP Participant-specific fare products (for example, but not limited to, Metro 30-day pass, Foothill 30-day pass, Santa Clarita Day Pass) ("TAP Participant Fare Products"). The TAP Fare Products or TAP Participant Fare Products may sometimes be referred to individually or collectively in this Agreement as the "Fare Products".
- D. Public transit patrons who have a TAP account may also load funds into their TAP accounts (such transaction may be referred to hereinafter as a "TAP Account Deposit"), which funds may be used to purchase Fare Products or other multi-modal program products.

- E. Seller is a TAP Participant who desires to have the capacity to sell Fare Products to customers or assist customers with a TAP Account Deposit through use of a regional point of sale device; and LACMTA desires the same, pursuant to the terms and conditions set forth in this Agreement; and
- F. Concurrently herewith, LACMTA and Seller are entering into that certain TAP® RPOS License Agreement dated of even date herewith (the "**RPOS License Agreement**") and attached hereto as <u>Exhibit A</u>, by which LACMTA is licensing to Seller one or more regional point of sale device(s) ("**RPOS**"), for use in selling Fare Products or loading funds on to a customer's TAP account.

NOW, THEREFORE, in consideration of the above Recitals, and the agreements, representations, warranties, covenants, and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, LACMTA and Seller, intending to be legally bound hereby, agree as follows:

#### 1. TERM.

- a. The "**Term**" of this Agreement shall commence on the Effective Date and continue on a month to month basis, and shall terminate upon the occurrence of any of the following:
  - i. Thirty (30) days after written notice from a Party that such Party intends to terminate this Agreement, without cause;
  - ii. LACMTA's exercise of its right to immediately terminate the Agreement pursuant to Section 4.c. of this Agreement;
  - b. The bankruptcy or insolvency of Seller or the commencement of proceedings of any kind by or against Seller under the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act; and
    - i. In the event of the transfer or sale of Seller's business with or without prior written notice to LACMTA, this Agreement shall automatically terminate, unless LACMTA provides written notice electing otherwise.
- c. In the event of termination of this Agreement, (i) the RPOS License Agreement is also deemed terminate; (ii) within fifteen (15) days following the termination date, any unused TAP brochures/materials provided to Seller shall be returned to LACMTA, and Seller shall return the RPOS device(s) to LACMTA (see address in Section 11.c below) or shall contact LACMTA at <a href="mailto:tpv@taptogo.net">tpv@taptogo.net</a> or 213.922.6363 to arrange to have the RPOS device(s) removed by LACMTA or its designated agent; and (iii) Seller or Seller's successors or assigns shall remain responsible for remitting to LACMTA all outstanding TAP Net Proceeds, any outstanding payment for TAP cards, and any other amounts that are due and owing to LACMTA, no later than thirty (30) calendar days following the termination date.

#### 2. SELLER RESPONSIBILITIES.

- a. Seller shall sell Fare Products and/or add funds to a customer's TAP account (such latter transaction may be referred to hereinafter as a "TAP Account Deposit") through use of a RPOS at the location(s) listed in <a href="Exhibit B">Exhibit B</a> attached hereto, and at such other locations as may be requested by Seller from time to time, subject to LACMTA's prior written approval (the "Seller Location(s)"). Furthermore Seller shall only operate the RPOS device(s) at the approved Seller Locations; any change of location in the use of any RPOS device must be coordinated with LACMTA and shall require LACMTA's prior written approval.
- b. Seller shall sell TAP cards and Fare Products at rates established by LACMTA (and/or the applicable TAP Participant) as programmed in the RPOS, and shall not deviate therefrom. In the event Seller fails to perform according to this covenant, LACMTA shall have the absolute right to immediately terminate this Agreement, and Section 1.b. would apply. The rates for the Fare Products may be updated from time to time by LACMTA and/or the applicable TAP Participant, each in its sole discretion, in which event the new applicable rates shall be automatically programmed in the RPOS. In the event any Fare Product rates are to be modified, LACMTA shall provide Seller with advance written notice of such change(s) no later than thirty (30) days prior to the effective date of such change(s).
- c. Seller shall maintain all printed material, time schedules, folders, circulars and bulletins supplied by LACMTA and/or its agents and shall, to the best of its ability, furnish to the public complete and accurate information in accordance therewith and shall conform to all instructions and rules which may be issued by LACMTA or its agents in connection with the Fare Products.
- d. At Seller's sole cost and expense, Seller shall display and make available for distribution to customers at the Seller Location(s), TAP brochures or information regarding Fare Products provided by LACMTA; furthermore, from time to time, LACMTA and/or other TAP Participants may provide TAP or TAP Participant promotional or advertising materials, which Seller may display and make available for distribution to customers at the Seller Location(s).
- e. Seller shall use LACMTA and TAP trademarks and logos in accordance with LACMTA graphic design guidelines on all forms of signs and display materials which mention LACMTA and/or TAP, and shall obtain prior approval from LACMTA and/or its representatives on all such materials before posting or displaying.
- f. Seller shall furnish a statement of financial responsibility when requested by LACMTA under any plan which LACMTA may arrange or approve.
- g. Seller acknowledges and agrees that (i) no provision of this Agreement shall be construed to require LACMTA or the TAP Participants to continue to operate any bus service to or from Seller's Location(s) and any other destination during the Term, and (ii) LACMTA and the TAP Participants shall incur no liability to Seller by reason of any rerouting, rescheduling, discontinuance or other changes in bus or other transit services operated by LACMTA or the TAP Participants.

- h. Seller shall be responsible for managing its TAP card inventory's "distribute by" date as follows:
  - i. TAP card's "distribute by" date sold by Seller to customers shall never be less than the TAP "distribute by" date of eight (8) years from the date of sale;
  - ii. In the event TAP cards within Seller's inventory reach their minimum "distribute by" date of 8 years, Seller shall notify LACMTA using the contact information provided in Section 11.c. of this Agreement, and LACMTA will coordinate an exchange of such cards for new cards with a later expiration date, at no fee to Seller;
  - iii. No TAP card stock shall be provided to customers with less than the 8 year "distribute by" date remaining on the card;
  - iv. All TAP cards sold and distributed to customers must be loaded with a Fare Product.

#### 3. <u>SALES COMMISSION (IF ANY)</u>.

- a. Seller acknowledges and agrees that as a public transit operator, it desires to sell transit fares as a public service, which it deems to be a benefit to itself since the ability to sell transit fares serves its customers and the transit riding public. Therefore, Seller does not expect to earn any sales commissions from the sale of Fare Products (unless otherwise set forth herein).
- b. To the extent the Parties have previously agreed to any sales commission for the sale of applicable Fare Products ("**Seller Commission**"), such commission will be shown on the Positions Report (defined below), and is subject to the terms and conditions set forth in this Section 3.b as follows:
  - i. Commission rates may change from time to time, as determined by LACMTA or other TAP Participants, and approved by LACMTA in its sole discretion. LACMTA shall provide written notice to Seller of such changes no later than five (5) days prior to the effective date of the change.
  - ii. Seller must sell Fare Products to members of the public in order to earn the Seller Commission.
  - iii. The Seller Commission (if any) is earned on Fare Products at the full fare rate, regardless of whether a Fare Product is sold to a qualifying public transit patron who purchases the Fare Product at a reduced fare or discounted rate.
  - iv. The Seller Commission shall be deducted from the TAP Sales Revenues as described in <u>Section 4.a</u> below.

c. Seller shall contact the authorized representative of LACMTA for determination in all matters related to refunds or adjustments of TAP card sales and Fare Product loads.

#### 4. REMITTANCE OF TAP NET PROCEEDS.

- a. The sales proceeds from all sale transactions of Fare Products and funds collected from all TAP Account Deposits that occurred during the prior calendar month period (collectively, the "TAP Sales Revenues"), plus the per card fee for any card deliveries occurring during such period, less the applicable Seller Commission (if any) earned by Seller for such period (the net balance of such sums shall be referred to hereafter as the "TAP Net Proceeds") shall be fully remitted by Seller to LACMTA in accordance with the following:
  - i. Monthly Positions and Settlement: All TAP Net Proceeds shall become a part of the Positions Report described in the TAP Regional Operating Rules, Section 12 ("Positions Report"). TAP shall prepare the Positions Report, for TAP Net Proceeds occurring during the prior calendar month period. Seller shall not pay any fees for sale of Seller's own pass products, and shall hold any TAP card stored value sales until the next month's settlement, as defined in the TAP Regional Operating Rules. The settlement date is on 15<sup>th</sup> of every month. If the 15th falls on a weekend or holiday, settlement proceeds will be processed thru bank electronic fund transfer (EFT) and reported on the next working day.
  - ii. Seller acknowledges and agrees: (i) it is Seller's responsibility to collect from customers, the exact amount owed from a customer that is shown on the RPOS for a customer's transaction (be it the purchase of any TAP cards or Fare Products or the deposit of funds into a TAP Account) prior to completion of a sales transaction; and (ii) the amount used for the calculation of the TAP Sales Revenues in the monthly calculation of the TAP Net Proceeds is determined based on the amount shown in the RPOS at the time of a sales transaction, and any failure of Seller to collect the correct amount is Seller's sole responsibility and shall not modify or affect the calculation of the TAP Sales Revenues for purposes of determining the TAP Net Proceeds for each month's Positions Report.
- 5. <u>RPOS CONNECTION</u>. LACMTA shall provide at least six (6) months' prior written notice to Licensee before instituting any charges to Licensee for any cellular data used in connection with the RPOS device. Wi-Fi setup in connection with use of the RPOS shall be handled on a case by case basis in coordination with LACMTA.

#### 6. TRUSTEE-BENEFICIARY RELATIONSHIP.

- a. The relationship between Seller and LACMTA is that of a trustee and beneficiary, and <u>not</u> that of a debtor and creditor. All TAP cards and TAP Net Proceeds collected by Seller on behalf of LACMTA are the property of LACMTA.
- b. Seller shall hold in trust for LACMTA, and for the benefit of TAP Participants as third party beneficiaries, all fare media products, including, without limitation, TAP

cards or other items supplied by LACMTA to Seller for use or sale. Seller shall keep the TAP Net Proceeds and any funds collected for the account of LACMTA, and for the benefit of Participants as third party beneficiaries, in trust, and shall remit the TAP Net Proceeds as provided in <u>Section 4</u>.

- c. Seller shall be responsible for (i) all TAP cards and Fare Products, (ii) all other items for sale delivered to Seller by LACMTA, and (iii) all funds collected by Seller under this Agreement, including but not limited to, the funds from TAP Account Deposit transactions and funds collected for the benefit of applicable TAP Participants, and will compensate, indemnify and save harmless LACMTA and the TAP Participants from any loss of the items described in this Section 6.c(i) through Section 6.c(iii), whether occasioned by theft, forgery or any other cause; any and all loss of any such items, either physically and electronically, shall be calculated based on the value thereof.
- 7. <u>INDEPENDENT CONTRACTOR</u>. Seller's relationship with LACMTA will be that of an independent contractor, and nothing in this Agreement will be construed to create a partnership, joint venture, co-ownership, principal and agent, or employer-employee relationship. Seller is not the agent of LACMTA and is not authorized to make any representation, contract, or commitment on behalf of LACMTA.
- 8. <u>LACMTA AUDIT/REVIEW RIGHTS</u>. Seller shall permit the authorized representative of LACMTA, during reasonable hours, to examine and audit TAP cards and RPOS sales records, and other property provided by LACMTA to Seller, including TAP Sales Revenues on hand, and to inspect and audit all records and accounts pertaining to the business of LACMTA and the TAP System. As a TAP Participant, at Seller's reasonable discretion, Seller may use the RPOS off site from the Seller Location(s) to sell Fare Products to customers or assist customers with a TAP Account Deposit, provided that Seller shall remain responsible for the RPOS pursuant to the terms and conditions of this Agreement and the RPOS License Agreement. Consistent with the terms and conditions of the RPOS License Agreement, the RPOS geolocation capabilities shall remain enabled at all times, enabling LACMTA to track the RPOS location at all times.
- 9. <u>BREACH/REMEDY</u>. Unless otherwise provided in this Agreement, in the event Seller breaches of any of the terms and conditions set forth in this Agreement and fails to cure the breach within the cure period set forth in LACMTA's written notice thereof, then in addition to any other right and remedy LACMTA may have, LACMTA may terminate this Agreement. Seller hereby agrees to pay any and all collection costs, court costs and reasonable attorneys' fees that may be incurred in the collection of any outstanding payments owing from Seller to LACMTA and/or legal enforcement of payment obligations.

#### 10. INSURANCE.

a. Seller shall, at his own expense, procure and maintain in effect during the term hereof, public liability insurance with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the

required occurrence limit. Products/Completed Operations aggregate shall apply separately to this contract/agreement or the aggregate limit shall be twice the required per occurrence limit.

b. LACMTA shall be provided a Certificate of Insurance naming the LACMTA its subsidiaries, officials and employees as additional insureds under the insurance products required pursuant to this Section 10. LACMTA shall be given thirty (30) days' notice of the termination of such insurance. Such insurance shall protect and indemnify both Seller, LACMTA from any liability arising out of the occupancy and use of the Seller Location(s) by Seller. Seller may satisfy its insurance requirements set forth in this Section 10 by providing evidence, to the reasonable satisfaction of LACMTA, that Seller is legally self-insured. Seller agrees that any program of self-insurance shall protect the interests of LACMTA to the same extent as those interests would have been protected had commercial insurance policies conforming to the requirements of this Article 10 been in effect.

#### 11. MISCELLANEOUS.

- a. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California applicable to agreements made and to be performed wholly within the State of California. Seller agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.
- b. Attorney's Fees. Should any Party institute any action or proceeding to enforce or interpret this Agreement or any provision hereof, for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing Party in any such action or proceeding shall be entitled to receive from the other Party all costs and expenses, including reasonable attorneys' and other fees, incurred by the prevailing Party in connection with such action or proceeding. The term "attorneys' and other fees" means and includes attorneys' fees, accountants' fees, and any and all other similar fees incurred in connection with the action or proceeding and preparations therefore. The term "action or proceeding" means and includes actions, proceedings, suits, arbitrations, appeals and other similar proceedings.
- c. <u>Notice</u>. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered, if hand delivered or deposited with a reputable overnight courier (such as Federal Express, UPS, DHL, or similar courier), postage prepaid, return receipt required, or three (3) business days after deposit into U. S. Mail, certified or registered, postage prepaid and return receipt requested, and shall be addressed as follows, unless otherwise notified in writing of change of address:

If to Seller: City of Gardena (GTrans)

13999 S. Western Avenue Gardena, CA 90249-3005

Attn: Dana Pynn, Transit Admin. Officer

Telephone: (310) 965-8811 Email: dpynn@gardenabus.com If to LACMTA: Los Angeles County Metropolitan

Transportation Authority

One Gateway Plaza, Mail Stop 99-04-03

Los Angeles, CA 90012

ATTN: TAP Vendor Support Team

Telephone: (213) 922-6363 Email: tpv@taptogo.net Facsimile: (213) 922-4036

- d. <u>Time of Essence</u>. Time is of the essence of this Agreement and each and every term and provision hereof.
- e. <u>No Assignment</u>. Seller shall not assign this Agreement, or any part thereof, without the prior written approval of LACMTA, and any assignment without said consent shall be void and unenforceable.
- f. <u>Successors and Assigns</u>. This Agreement shall inure solely to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns (Participant's assigns, as approved by pursuant to <u>Section 11.e</u> of this Agreement).
- g. <u>Entire Agreement</u>. This Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes (along with the RPOS License Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force or effect.
- h. <u>Modification</u>. No modification of this Agreement shall be effective unless made in writing and signed by each respective Party's authorized representatives.
- i. <u>Further Assurances</u>. Subject to agreement by the Parties of the terms thereof, the Parties each agrees to execute any and all other documents and to take any further actions reasonably necessary to consummate the transactions reasonably contemplated hereby.
- j. <u>Remedies</u>. The obligations and duties of the Parties hereunder, including their representations, warranties, covenants and agreements, may be enforced by any and all available remedies, including without limitation, specific performance, injunction, damages and declaratory relief.
- k. Several Liability. The Parties acknowledge and agree that this Agreement is not an agreement pursuant to or subject to Government Code Section 895 et seq., and that (a) Seller shall have liability hereunder only for those obligations of the Seller in this Agreement and shall have no liability with respect to LACMTA's responsibilities in this Agreement and (b) LACMTA shall have liability hereunder only for the obligations of LACMTA, and shall have no liability with respect to Seller's obligations in this Agreement.

- 1. Non-waiver of Rights. Unless otherwise specifically provided for in this Agreement, no failure or delay of a Party in the exercise of any right given to such Party hereunder shall constitute a waiver thereof; nor shall any single or partial exercise of any right preclude other or further exercise (therefore or of any other right). The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of that provision, nor prevent that Party thereafter from subsequently enforcing that provision or any other provision of this Agreement. No waiver of any provision of this Agreement will be valid unless in writing and signed by the Party against whom such waiver is sought to be enforced.
- m. <u>Construction</u>. Headings at the beginning of each paragraph or subparagraph are solely for the convenience of the Parties and not a part of this Agreement. Except as otherwise provided in this Agreement, all exhibits referred to herein are attached hereto and are incorporated herein by this reference. Any reference to a Section herein includes all subsections thereof. This Agreement shall not be construed as if it had been prepared by only one Party, but rather as if all Parties had prepared the same.
- n. <u>Severability</u>. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable provision had never been part of this Agreement.
- o. <u>Duplicate Originals; Counterparts</u>. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the Party so signing.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date:

SELLER:		LACMTA:
CITY OF GARDENA (GTRANS),  MUNICIPAL TRANSIT OPERATOR  By:  Name: _Tasha Cerda	a	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a California county transportation authority existing under the Authority of §§ 130050.2 et seq. of the California Public Utilities Code
Name. <u>Tasna oeraa</u>		
Title: Mayor		$By: \qquad \qquad$
		Name: David Sutton
APPROVED AS TO FORM: By:  Name: Carmen Vasquez		Title: Executive Officer, TAP
- Carrier Carrier		APPROVED AS TO FORM:
Title: City Attorney		
		Rodrigo Castro-Silva
		County Counsel
ATTEST: By:  Name: _Mina Semenza		$By: \underbrace{\frac{\{\{\text{csl:Signer1:Signature:Offset(10,-20),Size(150,30)}\}\}}{Deputy}}$
		-ry
Title: City Clerk		

#### Exhibit A

#### TAP© RPOS LICENSE AGREEMENT

This TAP® RPOS License Agreement ("**RPOS Agreement**") is made and entered into as of <u>June 8, 2021</u> ("**Effective Date**") by and between <u>City of Gardena</u> (GTrans), a Municipal Transit Operator\_("**Licensee**"), and the Los Angeles County Metropolitan Transportation Authority, a California county transportation authority existing under the authority of §§ 130050.2 et seq. of the California Public Utilities Code ("**LACMTA**"), each sometimes referred to individually as "Party" and collectively as the "Parties".

#### **RECITALS:**

- A. Licensee and LACMTA have entered into that certain TAP® Participant Seller Agreement dated of even date herewith, whereby Licensee has agreed to sell TAP cards and associated Fare Products, or load value on to a TAP customer's TAP account in accordance with the terms and conditions therein (the "TAP Participant Seller Agreement").
- B. All capitalized terms used but not otherwise defined in this RPOS Agreement shall have the meaning defined in the TAP Participant Seller Agreement.
- C. In order to sell the TAP cards or add cash to a customer's TAP account, Licensee must use a regional point of sale device supplied by LACMTA, which device is loaded with software capable of printing TAP card sales reports and transaction history. The regional point of sale device consists of and is defined hereunder to include all hardware, software, program documentation and any program updates supplied by LACMTA necessary to load the TAP cards with stored value and Fare Products or effectuate a TAP Account Deposit (collectively, "**RPOS**").
- D. LACMTA desires to license the RPOS to Licensee and Licensee desires to license the RPOS from LACMTA on the terms and conditions contained in this RPOS Agreement.

NOW, THEREFORE, in consideration of the above Recitals, the agreements between the Parties in the TAP Participant Seller Agreement, and the agreements, covenants, and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, LACMTA and Licensee, intending to be legally bound hereby, agree as follows:

#### AGREEMENT:

1. <u>GRANT OF LICENSE</u>. Subject to the terms and conditions contained herein, LACMTA hereby grants to Licensee and Licensee hereby accepts a non-exclusive, non-transferable, revocable license (the "**License**") to use the RPOS provided by LACMTA for the sole purpose of selling TAP cards with stored value and Fare Products or effectuating TAP Account Deposits in accordance with the TAP Participant Seller Agreement. Licensee shall not use the RPOS for any purpose not specified in this RPOS Agreement or the TAP Participant Seller Agreement.

Rev. 01/2021 TAP© RPOS LICENSE AGREEMENT

- 2. <u>TERM</u>. The License shall commence on the day Licensee receives the RPOS from LACMTA and shall continue until the earlier of either: (i) thirty (30) days after written notice from a Party that such Party is electing to terminate this RPOS Agreement, with or without cause; or (ii) upon termination of the TAP Participant Seller Agreement pursuant to the terms of such agreement, in which event this RPOS Agreement shall concurrently be deemed terminated.
- 3. <u>USE</u>. Licensee agrees that Licensee will use the RPOS solely for loading TAP cards with stored value and Fare Products or effectuating a TAP Account Deposit transaction; that the RPOS will not be subjected to unnecessarily rough usage, that it will be used in accordance with its design, and that its use will conform with the terms of the TAP Participant Seller Agreement and this RPOS Agreement. Licensee agrees not to allow the use of the RPOS for illegal purposes.

# 4. PROHIBITED ACTIVITIES. Licensee shall not:

- a. Copy, reproduce, tamper or otherwise modify the RPOS or any associated software;
- b. Sell, license, sublicense, disclose, distribute or otherwise transfer the RPOS, in whole or in part, or any associated software to any third party;
- c. Remove or modify any program markings or any notice of LACMTA's proprietary rights;
- d. Make the programs or materials resulting from the RPOS available in any manner to any third party for use by a third party's business operations;
- e. Modify, alter or change the RPOS, in whole or in part (including, but not limited to, not disabling the RPOS geolocation capabilities), or attempt to decode, reverse engineer or disassemble the RPOS and associated software; or
- f. Disclose results of any program benchmark tests without LACMTA's prior written consent.
- 5. <u>LOSS/DAMAGE/REPLACEMENT</u>. Licensee shall keep the RPOS in good repair and operating condition, and shall not handle the RPOS in violation of the terms of this RPOS Agreement. If the RPOS is damaged (ordinary wear and tear excepted), lost or stolen, Licensee shall pay a minimum replacement fee of five hundred dollars (\$500.00) or more, as determined by LACMTA (fee based on current market replacement cost for RPOS and other administrative costs).
- 6. <u>NO IMPLIED WARRANTY</u>. LACMTA makes no representations or warranties that the RPOS will perform as indicated or that the RPOS will be suitable for the purposes for which it is permitted to be used under this RPOS Agreement. LACMTA does not guarantee that the RPOS will perform error-free or uninterrupted or that LACMTA will correct all program errors. The implied warranties of merchantability and of fitness for a particular purpose are expressly waived.
- 7. <u>TITLE/NO ENCUMBRANCE</u>. LACMTA shall, at all times, retain all title to, ownership and intellectual property rights that it may own in and to the RPOS. No title to the RPOS is

transferred hereunder to Licensee. Licensee shall not permit any claim, levy, lien or legal process to be issued against the RPOS.

- 8. <u>INSPECTION/AUDIT BY LACMTA</u>. Licensee hereby grants LACMTA, or its agent, the right at any time to perform inspections or audits of the RPOS to ensure Licensee's use of the RPOS complies with the terms of this RPOS Agreement. Such inspections or audits shall be conducted during normal business hours. Licensee shall cooperate with LACMTA in any audit, and shall provide LACMTA with all records reasonably related to Licensee's use of the RPOS.
- 9. <u>SURRENDER OF RPOS</u>. Licensee agrees that on termination of this RPOS Agreement or at the request of LACMTA for surrender of the RPOS, Licensee shall have no rights to use the RPOS, and at such time, (a) LACMTA may disable the RPOS to prevent Licensee from continued use of the RPOS and (b) within fifteen (15) days following the termination or LACMTA request for surrender of the RPOS, Licensee shall return the RPOS to LACMTA (see address in Section 13.c below) or shall contact LACMTA at <a href="mailto:tpv@taptogo.net">tpv@taptogo.net</a> or 213.922.6363 to arrange to have the RPOS removed by LACMTA or its designated agent.
- 10. <u>INDEMNIFICATION</u>. Licensee shall indemnify, defend (with counsel acceptable to LACMTA) and hold harmless LACMTA and its subsidiaries and their respective officers, agents, employees, and directors (collectively, "LACMTA Parties") harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any legal fees and any claims for damages of any nature whatsoever arising out of Licensee's actions pursuant to this RPOS Agreement and use of the RPOS, except as caused by LACTMA's gross negligence. LACMTA shall, under no circumstance, be liable for special, incidental, exemplary or consequential damages suffered by Licensee, including, but not limited to loss of projects, anticipated revenue, interest, loss of use or other such claims arising from any causes whatsoever, whether or not such loss or damage is based on contract, warranty, tort (including negligence), indemnity or otherwise.
- 11. <u>BREACH</u>. In the event Licensee breaches the terms of this RPOS Agreement and fails to correct the breach within thirty (30) days after LACMTA provides written notice, in addition to any other right and remedy the LACMTA may have, LACMTA may terminate this RPOS Agreement.
- 12. <u>NO ASSIGNMENT</u>. Licensee may not assign this RPOS Agreement or give or transfer the RPOS, in whole or in part, to another individual or entity.

#### 13. MISCELLANEOUS.

a. Governing Law, Jurisdiction, and Venue. This RPOS Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California applicable to agreements made and to be performed wholly within the State of California. Licensee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

Rev. 01/2021 TAP© RPOS LICENSE AGREEMENT

- b. Attorney's Fees. Should any Party institute any action or proceeding to enforce or interpret this RPOS Agreement or any provision hereof, for damages by reason of any alleged breach of this RPOS Agreement, or for a declaration of rights hereunder, the prevailing Party in any such action or proceeding shall be entitled to receive from the other Party all costs and expenses, including reasonable attorneys' and other fees, incurred by the prevailing Party in connection with such action or proceeding. The term "attorneys' and other fees" means and includes attorneys' fees, accountants' fees, and any and all other similar fees incurred in connection with the action or proceeding and preparations therefore. The term "action or proceeding" means and includes actions, proceedings, suits, arbitrations, appeals and other similar proceedings.
- c. <u>Notice</u>. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered, if hand delivered or deposited with a reputable overnight courier (such as Federal Express, UPS, DHL, or similar courier), postage prepaid, return receipt required, or three (3) business days after deposit into U. S. Mail, certified or registered, postage prepaid and return receipt requested, and shall be addressed as follows, unless otherwise notified in writing of change of address:

<u>If to Licensee:</u> City of Gardena (GTrans)

13999 S. Western Avenue Gardena, CA 90249-3005

Attn: Dana Pynn, Transit Admin. Officer

Telephone: (310) 965-8811 Email: dpynn@gardenabus.com

If to LACMTA: Los Angeles County Metropolitan Transportation Authority

One Gateway Plaza, Mail Stop 99-04-03

Los Angeles, CA 90012

ATTN: TAP Vendor Support Team

- d. <u>Entire Agreement</u>. Except for the TAP Participant Seller Agreement, this RPOS Agreement supersedes all prior agreements between the Parties with respect to its subject matter and, along with the TAP Participant Seller Agreement, constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. Any oral representations or modifications concerning this RPOS Agreement shall be of no force or effect.
- e. <u>Modification</u>. This RPOS Agreement shall not be amended, except in writing signed by each respective Party's authorized representatives.
- f. <u>Severability</u>. If any provision of this RPOS Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed severed from this RPOS Agreement, and the remaining parts hereof shall remain in full

Rev. 01/2021 TAP© RPOS LICENSE AGREEMENT force and effect, as fully as though such invalid, illegal or unenforceable provision had never been part of this RPOS Agreement.

- g. <u>Remedies.</u> The obligations and duties of the Parties hereunder may be enforced by any and all available remedies, including without limitation, specific performance, injunction, damages and declaratory relief.
- h. <u>Duplicate Originals; Counterparts.</u> This RPOS Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. Handwritten signatures to this RPOS Agreement transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the Party so signing.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date:

# LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a California county transportation authority existing under the Authority of §§ 130050.2 *et seq.* of the California Public Utilities Code

RANSIT OPERATOR
ate:
Pate:

Rev. 01/2021

# Exhibit B

# **SELLER LOCATION(S)**

City of Gardena (GTrans) 13999 S. Western Avenue Gardena, CA 90249-3005 (310) 965-8888



TO: THE HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: PERSONNEL REPORT

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

Total Count: Seventy-one (71)

- a. Administrative Services Department: One (1)
- b. City Clerk's Office: One (1)
- c. Elected & Administrative Offices: One (1)
- d. Community Development Department: Two (2)
- e. Transportation Department: Twenty (20)
- f. Police Department: Twenty-Five (25)
- g. Public Works Department: Nine (9)
- h. Recreation & Human Services Department: Twelve (12)
- 2. Report the Probationary Appointment of the following individuals:
  - a. **ANDRE CARTER** to the position of Police Trainee, Schedule 200 (\$5,903/month) with the Police Department effective June 3, 2021.
  - b. *GRAHAM AMSTOCK* to the position of Police Trainee, Schedule 200 (\$5,903/month) with the Police Department effective June 4, 2021.
- 3. Report the Promotional Appointment of the following individuals:
  - a. **MILES MEDEIROS** to the position of Police Officer, Schedule 201 (\$6,945 \$8,864/month) with the Police Department effective May 7, 2021.
  - b. **AESON RAMOS** to the position of Police Officer, Schedule 201 (\$6,945 \$8,864/month) with the Police Department effective May 7, 2021.
  - c. **QUENTIN WASHINGTON** to the position of Police Officer, Schedule 201 (\$6,945 \$8,864/month) with the Police Department effective May 7, 2021.
- 4. Report that the following individuals are on leave under the Family Medical Leave Act / California Family Rights Act (FMLA/CFRA):
  - a. Transportation Operations Supervisor, *UNEICE JONES*, of the Transportation Department effective May 24, 2021 through a date to be determined.
- 5. Report that the following individuals have returned to duty from leave:
  - a. Police Officer, PETER GRAFFEO, of the Police Department effective May 17, 2021.
  - b. Police Officer, *RICHARD REYNAGA*, of the Police Department effective May 17, 2021.

#### **MEMORANDUM**

TO: Honorable Mayor and City Council

FROM: Treasurer's Department

DATE: June 3, 2021

SUBJECT: WARRANT REGISTER

PAYROLL REGISTER

June 8, 2021 TOTAL WARRANTS ISSUED: \$1,845,357.87

Wire Transfer: 12010-12014 Prepay: 163358-163361 Check Numbers: 163362-163497

Checks Voided:

Total Pages of Register: 17

June 4, 2021 TOTAL PAYROLL ISSUED: \$1,466,505.69

for J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

vchlist

06/03/2021 10:42:45AM

# Voucher List CITY OF GARDENA

Bank code :

usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12010	5/20/2021	104058 ADMINSURE INC.	052021		WORKERS' COMP CLAIMS  Total:	25,614.96 <b>25,614.96</b>
12011	5/25/2021	106110 ADVANCED BENEFIT SOLUTIONS, LLC	052021		HEALTH INSURANCE CLAIMS  Total:	84,511.56 <b>84,511.56</b>
12012	5/26/2021	104058 ADMINSURE INC.	052521		WORKERS' COMP CLAIMS  Total:	46,354.63 <b>46,354.63</b>
12013	6/1/2021	419630 U.S. BANK	1777208		2006 COPS REFINANCING PROJECT SI Total :	750,174.72 <b>750,174.72</b>
12014	5/14/2021	303348 EMPLOYMENT DEVELOPMENT, DEPARTMEN	N JAN-MARCH 2021		SDI FOR QUARTER ENDED 03/31/21  Total:	1,885.36 <b>1,885.36</b>
163358	5/26/2021	111766 TREE CASE MANAGEMENT INC	040821		PROFESSIONAL SERVICES  Total:	3,500.00 <b>3,500.00</b>
163359	5/26/2021	111016 KAISER FOUNDATION HEALTH PLAN	JUNE 2021		HEALTH INSURANCE Total:	277,142.29 <b>277,142.29</b>
163360	5/26/2021	106110 ADVANCED BENEFIT SOLUTIONS, LLC	JUNE 2021		HEALTH, DENTAL & LIFE INSURANCE Total:	104,801.02 <b>104,801.02</b>
163361	5/26/2021	106330 FIDELITY NATIONAL TITLE, INSURANCE COM	<i>I</i> II 052421		16010 HARVARD BLVD - SIGNING FEE Total :	50.00 <b>50.00</b>
163362	6/8/2021	110161 ABRO, JENNIFER	051921		MGMT ANNUAL HEALTH BENEFIT  Total:	500.00 <b>500.00</b>
163363	6/8/2021	111759 ACCUTREND DATA CORPORATION, RECEIVI	N 050721		REFUND - PUBLIC RECORDS REQUES <sup>*</sup> Total:	100.00 <b>100.00</b>
163364	6/8/2021	101602 ADLERHORST INTERNATIONAL, LLC	106556		K9 PROGRAM SUPPLIES  Total:	59.26 <b>59.26</b>
163365	6/8/2021	101748 AFTERMARKET PARTS COMPANY LLC, THE	82381295	037-09986	GTRANS AUTO PARTS	64,155.46

Voucher List CITY OF GARDENA

06/03/2021 10:42:45AM

Bank code: usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
163365	6/8/2021	101748 101748 AFTERMARKET PARTS COMPA	NY LLC, T (Continued)			Total :	64,155.46
163366	6/8/2021	101748 AFTERMARKET PARTS COMPANY LLC, THE	82308964	037-09965	GTRANS AUTO PARTS		13.89
			82335062	037-09965	DMARQUEZ		41.01
			82363594	037-09965	GTRANS AUTO PARTS		314.57
			82373341	037-09965	GTRANS AUTO PARTS		4.03
			82381101	037-09986	GTRANS AUTO PARTS		12,831.10
			82384150	037-09965	GTRANS AUTO PARTS		28.06
			82394766	037-09965	GTRANS AUTO PARTS		479.00
						Total :	13,711.66
163367	6/8/2021	111673 AGA ENGINEERS, INC.	02116	024-00716	2020 RADAR SPEED SURVEY		2,325.00
			20184	024-00716	2020 RADAR SPEED SURVEY		6,100.00
			21131	024-00716	2020 RADAR SPEED SURVEY		3,875.00
						Total :	12,300.00
163368	6/8/2021	100925 AMERICAN MOVING PARTS	01A120794		GTRANS AUTO PARTS		73.22
			01Z120960		GTRANS AUTO PARTS		233.90
						Total :	307.12
163369	6/8/2021	111763 AMSTERDAM PRINTING AND LITHO	6811105		FCC PROGRAM SUPPLIES		262.40
			6811846		FCC PROGRAM SUPPLIES		513.77
						Total :	776.17
163370	6/8/2021	111767 AMSTOCK, GRAHAM	UNIFORM		UNIFORM ALLOWANCE		350.00
						Total :	350.00
163371	6/8/2021	101628 AQUA-FLO SUPPLY	1735034		PARK MAINT SUPPLIES		26.77
			1737694		PARK MAINT SUPPLIES		99.69
			1737699		BLDG MAINT SUPPLIES		38.60
			1737700		PARK MAINT SUPPLIES		99.80
						Total :	264.86
163372	6/8/2021	111551 ARECHIGA, OSVALDO	042021		MILEAGE REIMBURSEMENT		86.58
						Total :	86.58
163373	6/8/2021	104687 AT&T	16499300		TELEPHONE		33.78
			16499301		TELEPHONE		86.41

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Voucher List CITY OF GARDENA

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163373	6/8/2021	104687 AT&T	(Continued) 16499315 16499323 16499324		TELEPHONE TELEPHONE TELEPHONE <b>Total</b> :	33.78 33.78 87.52 <b>275.27</b>
163374	6/8/2021	111170 AT&T FIRSTNET	287290395417x041021 287293420631X051021 287295242065X5102021		PD CELL PHONE ACCT #287290395417 PD CELL PHONE ACCT #287293420631 PD CELL PHONE ACCT #287295242065 Total:	2,899.24 208.59 467.61 <b>3,575.44</b>
163375	6/8/2021	102880 AUTOPLEX, INC.	12788		2017 FORD INTRCPTR #HGD25658 BR/ Total :	793.00 <b>793.00</b>
163376	6/8/2021	111481 BATEMAN COMMUNITY LIVING, LLC	INV4650005436 INV4650005472	034-00458 034-00458	SENIOR FEEDING PROGRAM SENIOR FEEDING PROGRAM Total:	11,451.30 11,758.53 <b>23,209.83</b>
163377	6/8/2021	102135 BEHRENDS, KENT	032	023-01291	IT NETWORK SUPPORT  Total:	3,400.00 <b>3,400.00</b>
163378	6/8/2021	102331 BLUE DIAMOND MATERIALS	2184432		STREET MAINT SUPPLIES  Total:	129.22 <b>129.22</b>
163379	6/8/2021	103383 CALPORTLAND	95028219		STREET MAINT SUPPLIES  Total:	881.66 <b>881.66</b>
163380	6/8/2021	110538 CANNON COMPANY	76430-R 76431	024-00582 024-00692	ROWLEY PARK RESTROOM IMPROVEN  ROWLEY PARK RESTROOM IMPROVEN  Total:	887.25 1,076.25 <b>1,963.50</b>
163381	6/8/2021	803420 CARPENTER, ROTHANS & DUMONT, LAW OI	FF 37908 37909 37910 37911 37912 37913 37914		LEGAL SERVICES	180.00 198.00 931.52 144.00 72.00 573.00 267.00

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Voucher List CITY OF GARDENA

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163381	6/8/2021	803420 CARPENTER, ROTHANS & DUMONT, LAW O	FF (Continued) 37916 37917		LEGAL SERVICES LEGAL SERVICES Total:	702.00 765.95 <b>3,833.47</b>
163382	6/8/2021	111536 CARTER, ANDRE	UNIFORM		UNIFORM ALLOWANCE  Total:	350.00 <b>350.00</b>
163383	6/8/2021	111769 CASTILLO, LUIS	UNIFORM		UNIFORM ALLOWANCE  Total:	350.00 <b>350.00</b>
163384	6/8/2021	108378 CHARLES E. THOMAS COMPANY INC.	75124 75143	037-09946 037-09946	DESIGNATED OPERATOR SERVICES SERVICE - REPLACE TANK VACCUM M  Total:	207.50 5,946.73 <b>6,154.23</b>
163385	6/8/2021	111736 CHASE, FRANCES	PERMIT #50020-0072		PERMIT DEPOSIT REFUND - 1441 W. 13  Total:	15,000.00 <b>15,000.00</b>
163386	6/8/2021	111534 CLEAN ENERGY	CE12384549 CE12395282	037-09981 037-09981	GTRANS OFFSITE CNG FUELING SERV GTRANS OFFSITE CNG FUELING SERV Total :	22,248.75 21,956.33 <b>44,205.08</b>
163387	6/8/2021	104338 CODE PUBLISHING, INC.	69830		MUNICIPAL CODE - ANNUAL WEB FEE~  Total :	480.00 <b>480.00</b>
163388	6/8/2021	110122 COMMANDSTAT ANALYTICS, INC	182		DATABASE MGMT & REPORTING PREP  Total:	1,919.88 <b>1,919.88</b>
163389	6/8/2021	102388 COPYLAND, INC.	75307	037-09961	GTRANS 5.5"X8.5" OPERATOR'S DAILY  Total:	169.54 <b>169.54</b>
163390	6/8/2021	103512 CRENSHAW LUMBER CO.	16963 17934 18414 208297		STREET MAINT SUPPLIES STREET MAINT SUPPLIES 9" CARBIDE WOOD BLADE STREET MAINT SUPPLIES  Total:	64.79 81.19 186.74 64.79 <b>397.51</b>
163391	6/8/2021	110338 DARTCO TRANSMISSION, SALES & SERVICE	E\$ C251302		SWEEPER AUTO PARTS	285.63

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# Voucher List CITY OF GARDENA

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
163391	6/8/2021	110338	110338 DARTCO TRANSMISSION, SALE	ES & SER\ (Continued)		Total :	285.63
163392	6/8/2021	111377	DE NOVO PLANNING GROUP	3079	032-00080	PROFESSIONAL SERVICES - HOTEL DE Total :	334.50 <b>334.50</b>
163393	6/8/2021	111609	DEARK E&C, INC.	PROJECT NO. JN 870		MAS FUKAI IMPROVEMENTS JN 870 Total :	4,274.50 <b>4,274.50</b>
163394	6/8/2021	312558	DEPARTMENT OF ANIMAL CARE, & CONTROL	L APRIL 2021	023-01293	MONTHLY HOUSING SERVICES - APRIL Total :	2,104.49 <b>2,104.49</b>
163395	6/8/2021	303459	DEPARTMENT OF JUSTICE	506940		FINGERPRINT APPS - APRIL 2021 Total :	2,816.00 <b>2,816.00</b>
163396	6/8/2021	312117	DEPARTMENT OF WATER & POWER	052421		LIGHT & POWER  Total:	87.46 <b>87.46</b>
163397	6/8/2021	104343	DISCOUNT SCHOOL SUPPLY	W66575720101	331-00052	FCC PROGRAM SUPPLIES  Total:	378.86 <b>378.86</b>
163398	6/8/2021	103241	DP STAR AUTOMOTIVE, INC.	55900		SMOG INSPECTIONS- 2009 CHEV 3500 Total :	45.00 <b>45.00</b>
163399	6/8/2021	110500	DRAGONEYE TECHNOLOGY LLC	4182		PD SERVICE REPAIR - LIDARCAM Total :	378.95 <b>378.95</b>
163400	6/8/2021	107353	EMERGENCY RESPONSE CRIME SCENE, CL	E T2021-278		DISINFECT (1) PD VEHICLE & JAIL CELI Total :	750.00 <b>750.00</b>
163401	6/8/2021	105392	ENTENMANN-ROVIN COMPANY	0158615		PD UNIFORM SUPPLIES  Total:	132.01 <b>132.01</b>
163402	6/8/2021	111144	ESCAMILLA, MARTHA	RECEIPT#183/75510		REFUND - CLASS CANCELED DUE TO ( Total:	17.00 <b>17.00</b>
163403	6/8/2021	103864	EVERYCHILD CALIFORNIA	M-1082 M-1083		MEMBERSHIP RENEWAL - D.SLOBOJAI MEMBERSHIP RENEWAL - N.HOWARD, Total :	300.00 750.00 <b>1,050.00</b>

06/03/2021

10:42:45AM

# Voucher List CITY OF GARDENA

Page:

Bank code :	usb					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163404	6/8/2021	100055 FAIR HOUSING FOUNDATION	APRIL 2021		CDBG CONSULTANT	1,581.79
					Total :	1,581.79
163405	6/8/2021	106129 FEDEX	7-364-28156		SHIPPING SERVICES	30.08
			7-364-73578		SHIPPING SERVICES	34.85
			7-371-91216		SHIPPING SERVICES	10.14
			7-379-32267		SHIPPING SERVICES	15.21
					Total :	90.28
163406	6/8/2021	111415 FILTERBUY, INC	BAFEC8C7-0003		GTRANS AUTO PARTS	571.54
					Total :	571.54
163407	6/8/2021	109315 FLEETCREW, INC.	45710		UNIT #45 DURATHON SERVICE	534.95
					Total :	534.95
163408	6/8/2021	112566 GALLS, LLC	BC1356990		PD UNIFORM SUPPLIES	851.82
		, .	BC1358847		PD UNIFORM SUPPLIES	851.82
					Total :	1,703.64
163409	6/8/2021	107008 GARDENA A/C & RADIATOR	51531		2012 FORD E350 #1384710 #3 - A/C	337.80
					Total :	337.80
163410	6/8/2021	107030 GARDENA AUTO PARTS	135497		PW AUTO PARTS	23.09
			135593		PW AUTO PARTS	35.19
					Total :	58.28
163411	6/8/2021	107735 GARDENA NISSAN	492266		PD AUTO PARTS	114.55
					Total :	114.55
163412	6/8/2021	107011 GARDENA VALLEY NEWS, INC.	00105965		NOTICE OF PUBLIC HEARING - ORDDIN	231.00
			00106127		SUMMARY OF ORDINANCE NO. 1828 -	175.00
			00106260		NOTICE OF PUBLIC HEARING - 2021-20	129.50
					Total :	535.50
163413	6/8/2021	106470 GILLIG LLC	40806331	037-09968	GTRANS AUTO PARTS	428.61
					Total :	428.61
163414	6/8/2021	619004 GOLDEN STATE WATER CO.	052421		WATER	20,012.92

# Voucher List CITY OF GARDENA

Page:

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Bank code :	usb					
Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amount
163414	6/8/2021	619004 619004 GOLDEN STATE WATER CO.	(Continued)		Total :	20,012.92
163415	6/8/2021	111484 HANNA, BROPHY, MACLEAN,, MCALEER & JE	Et 2008948		LEGAL SERVICES	350.00
					Total :	350.00
163416	6/8/2021	108434 HOME DEPOT CREDIT SERVICES	1512659		BLDG MAINT SUPPLIES	141.03
			1523240		BLDG MAINT SUPPLIES	6.91
			4535085		BLDG MAINT SUPPLIES	8.09
			6513988		PD PROGRAM SUPPLIES	28.67
			8535612		BLDG MAINT SUPPLIES	93.55
			8541140		BLDG MAINT SUPPLIES	26.32
			9343969		GTRANS MAINT SUPPLIES	42.42
					Total :	346.99
163417	6/8/2021	108430 HOME PIPE & SUPPLY	F31544		BLDG MAINT SUPPLIES	30.27
			F31558		BLDG MAINT SUPPLIES	1,327.74
			F318312		BLDG MAINT SUPPLIES	6.67
					Total :	1,364.68
163418	6/8/2021	101031 HOUSING PROGRAMS	CDBG-21-2		CDBG - FIVE-YEAR CONSOLIDATED PL	14,110.00
			CDBG-CV-21-1		CDBG - CV RENTAL ASSISTANCE PRO(	2,040.00
					Total :	16,150.00
163419	6/8/2021	111717 INTEGRATED INJURY MANAGEMENT, SERVIC	C 6282	037-10015	CONSULTATION SERVICES	6,375.00
					Total :	6,375.00
163420	6/8/2021	111593 INTER-CON SECURITY SYSTEMS INC	BD0046625	037-09992	GTRANS SECURITY SERVICES - APRIL	6,895.15
					Total :	6,895.15
163421	6/8/2021	111762 ISABEL, MANZANO	RECEIPT #76012		REFUND - CHANGE OF ADDRESS APPL	211.00
					Total :	211.00
163422	6/8/2021	111752 J LEE ENGINEERING INC	4282	032-00086	PROFESSIONAL SERVICES - PERMIT T	2,470.00
					Total :	2,470.00
163423	6/8/2021	108555 JALISCO TIRE & AUTO REPAIR	051121		(2) TIRES MOUNT & BALANCE	30.00
					Total :	30.00

06/03/2021

Page:

8

Bank code: usb

10:42:45AM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163424	6/8/2021	110853 JONES & MAYER	103291	023-01295	LEGAL SERVICES	9,800.00
			103292		LEGAL SERVICES	590.00
			103293		LEGAL SERVICES	768.13
			103294		LEGAL SERVICES	9.53
			103295	023-01302	LEGAL SERVICES	3,731.00
			103296		LEGAL SERVICES	2,135.50
			103297		LEGAL SERVICES	1,988.50
			103298		LEGAL SERVICES	100.00
			103299		LEGAL SERVICES	3,000.00
			103300		LEGAL SERVICES	1,107.00
			103301		LEGAL SERVICES	5,658.00
			103302		LEGAL SERVICES	41.00
			103303		LEGAL SERVICES	625.00
			103304		LEGAL SERVICES	775.00
			103305		LEGAL SERVICES	225.00
					Total :	30,553.66
163425	6/8/2021	111260 KJOS, BARBARA JEAN	MAY 2021		GARDENA FAMILY CHILD CARE PROGF	1,363.00
					Total :	1,363.00
163426	6/8/2021	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOF	R 21051006030	024-00679	INDUSTRIAL WASTE SERVICES	10,858.44
			21051006363	024-00679	TRAFFIC SIGNAL MAINT - HIGHWAY SA	2,153.57
					Total :	13,012.01
163427	6/8/2021	109939 LA UNIFORMS & TAILORING	8523		PD UNIFORM SUPPLIES	95.86
			8673		PD UNIFORM SUPPLIES	91.45
			8674		PD UNIFORM SUPPLIES	91.45
			8675		PD UNIFORM SUPPLIES	91.45
			8676		PD UNIFORM SUPPLIES	91.45
			8677		PD UNIFORM SUPPLIES	91.45
			8678		PD UNIFORM SUPPLIES	91.45
			8679		PD UNIFORM SUPPLIES	91.45
					Total :	736.01
163428	6/8/2021	112014 LAKESHORE LEARNING MATERIALS	1584690521	331-00053	FCC PROGRAM SUPPLIES	132.27
			1587100521	331-00053	FCC PROGRAM SUPPLOES	130.04
			1589150521	331-00053	FCC PROGRAM SUPPLIES	141.06

06/03/2021 10:42:45AM

Page:

Bank code :	usb						
Voucher	Date	Vendor	Invoice	PO#	Description/Account		Amount
163428	6/8/2021	112014 LAKESHORE LEARNING MATERIALS	(Continued)				
			1591480521	331-00053	FCC PROGRAM SUPPLIES		92.57
			1594180521	331-00053	FCC PROGRAM SUPPLIES		189.54
			1598330521	331-00053	FCC PROGRAM SUPPLIES		153.19
			1601020521	331-00053	FCC PROGRAM SUPPLIES		330.63
			1604400521	331-00053	FCC PROGRAM SUPPLIES		61.72
			1606400521	331-00053	FCC PROGRAM SUPPLIES		195.07
			1618340521	331-00053	FCC PROGRAM SUPPLIES		346.05
			1622190521	331-00053	FCC PROGRAM SUPPLIES		206.08
			1623380521	331-00053	FCC PROGRAM SUPPLIES		347.14
			1625500521	331-00053	FCC PROGRAM SUPPLIES		195.07
			1627710521	331-00053	FCC PROGRAM SUPPLIES		320.70
			1628540521	331-00053	FCC PROGRAM SUPPLIES		228.76
			1693930521	331-00053	FCC PROGRAM SUPPLIES		126.74
			1694790521	331-00053	FCC PROGRAM SUPPLIES		33.06
			1696110521	331-00053	FCC PROGRAM SUPPLIES		135.54
			1696120521	331-00053	FCC PROGRAM SUPPLIES		176.36
			1698910521	331-00053	FCC PROGRAM SUPPLIES		126.74
			2139130521		REC PROGRAM SUPPLIES		246.83
						Total :	3,915.16
163429	6/8/2021	105874 LAWSON PRODUCTS, INC.	9308457432		BUS SHOP SUPPLIES		32.59
						Total :	32.59
163430	6/8/2021	109517 LOAD N' GO BUILDING MATERIALS	19310		STREET MAINT SUPPLIES		204.84
			19316		STREET MAINT SUPPPLIES		89.29
			19323		STREET MAINT SUPPLIES		153.13
			19334		STREET MAINT SUPPLIES		152.11
						Total :	599.37
163431	6/8/2021	108807 LOCKE LORD LLP	1650745		LEGAL SERVICES		15,172.50
						Total :	15,172.50
163432	6/8/2021	105279 LOS ANGELES TRUCK CENTERS LLC	XA220306807		SWEEPER AUTO PARTS		488.27
						Total :	488.27
163433	6/8/2021	105082 MAJESTIC LIGHTING, INC.	ML80179	037-10017	GTRANS MAINT SUPPLIES		23,880.15

Voucher List CITY OF GARDENA

06/03/2021 10:42:45AM

Bank code: usb Voucher Date Vendor Invoice PO# **Description/Account** Amount 163433 6/8/2021 105082 MAJESTIC LIGHTING, INC. (Continued) ML80333 SIGNS/SIGNALS SUPPLIES 106.39 Total: 23.986.54 163434 113036 MANERI SIGN CO., INC. 40009971 CUSTOM SIGN - SCHOOL CROSSING S 1,402.12 6/8/2021 Total: 1.402.12 163435 6/8/2021 813030 MANNING & KASS 706921 **LEGAL SERVICES** 13.878.82 13.878.82 Total: 163436 6/8/2021 104841 MAR-CO EQUIPMENT COMPANY 178175 SEWER MAINT SUPPLIES 1,318.37 Total: 1,318.37 163437 6/8/2021 104106 MCCAIN, INC. INV0258582 024-00680 SIGNS/SIGNALS SUPPLIES 2.013.17 Total: 2.013.17 163438 6/8/2021 113064 MCMASTER-CARR SUPPLY COMPANY 58123979 GTRANS SHOP SUPPLIES 17.35 58372581 823.05 PW MAINT SUPPLIES 58522787 **GTRANS SHOP SUPPLIES** 53.70 58598998 **GTRANS SHOP SUPPLIES** 133.71 58760116 GTRANS SHOP SUPPLIES 66.65 Total: 1.094.46 163439 1279 **GTRANS BUS REPAIRS** 398.00 6/8/2021 110784 MD AUTOBODY Total: 398.00 163440 5,052.10 6/8/2021 110206 MICHELIN NORTH AMERICA, INC. DA0046824054 037-09969 GTRANS' BUS TIRE LEASE SERVICES -Total: 5.052.10 163441 6/8/2021 111604 MICRO ELECTRONICS, INC 11297039 COMPUTER REPLACEMENT PARTS 280.09 11301932 COMPUTER REPLACEMENT PARTS 321.59 11301970 COMPUTER REPLACEMENT PARTS 1,995.61 Total: 2,597.29 163442 6/8/2021 111695 MITTAL ASSETS, LP **COVID-19 RENTAL ASSISTANCE PROG** 4.125.00 **RA-JACKSON** Total: 4,125.00 163443 2.959.01 6/8/2021 103093 MOBILE RELAY ASSOCIATES, INC. 101006718 037-10021 ANTENNA INSTALLATION FOR CNG BU

10

06/03/2021

Voucher List
10:42:45AM CITY OF GARDENA

Page:

11

Bank code: usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163443	6/8/2021	103093 MOBILE RELAY ASSOCIATES, INC.	(Continued) 80016124 80016224	037-09964 037-09858	GTRANS BUS RADIO SYSTEM RENTAL GTRANS BUS RADIO SYSTEM RENTAL Total :	11,059.49 271.53 <b>14,290.03</b>
163444	6/8/2021	111370 NV5 INC.	213949	024-00701	CONSULTING SERVICES - ARTESIA LAI Total :	1,260.00 <b>1,260.00</b>
163445	6/8/2021	110575 OCCUPATIONAL HEALTH CENTERS, OF	CALIF 012021 020321-021121		FIRST AID MEDICAL SERVICES FIRST AID MEDICAL SERVICES Total:	235.46 484.06 <b>719.52</b>
163446	6/8/2021	115168 OFFICE DEPOT	168914947 169626230 169652049 170169063 170559817001 170654019 171157589001 171231878 171328627 171329845001 171329845001 171329854001 171374580001 172148517		FCC OFFICE SUPPLIES PD OFFICE SUPPLIES REC OFFICE SUPPLIES PD OFFICE SUPPLIES HR OFFICE SUPPLIES HR OFFICE SUPPLIES PD OFFICE SUPPLIES	22.93 100.80 98.91 11.28 111.27 28.43 176.59 726.15 16.65 66.54 6.60 193.76 63.39 <b>1,623.30</b>
163447	6/8/2021	111358 O'REILLY AUTO PARTS	119637 122026 122064 122212 122279 122495		SEWER PROGRAM SUPPLIES PW AUTO PARTS PW AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS Total:	60.41 174.40 3.53 72.74 46.27 15.44 372.79
163448	6/8/2021	109803 OVANDO, CHRISTIAN	060121		REFUND - LOAN #001 PAID OFF ~ Total :	51.08 <b>51.08</b>

06/03/2021 10:42:45AM

Page:

Bank code :	usb					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163449	6/8/2021	108628 PETROLEUM MARKETING EQUIPMENT	3153090		PW AUTO SUPPLIES	394.96
					Total :	394.96
163450	6/8/2021	108600 PHOENIX GROUP INFORMATION, SYSTEMS	0420211211	035-01020	PARKING CONTRACT SERVICES - APR	25.65
			042021211	035-01020	PARKING CONTRACT SERVICES - APR	15,386.40
					Total :	15,412.05
163451	6/8/2021	105574 PINNACLE PETROLEUM, INC.	0247520	024-00681	87 OCTANE REGULAR UNLEADED CAR	21,905.55
			0247521	024-00681	ULTA LOW SULFUR CARB RENEWABLE	2,386.11
					Total :	24,291.66
163452	6/8/2021	102677 PROVIDENCE HEALTH & SERVICES	1010125 05/06/21		SART EXAMS	900.00
			600000283 05/06/21		PRE-EMPLOYMENT PHYSICAL EXAMS	2,400.00
					Total :	3,300.00
163453	6/8/2021	106092 PRUDENTIAL OVERALL SUPPLY	42617469		UNIFORM & SUPPLY RENTAL	1,630.78
			42622863	024-00682	CUSTODIAN SUPPLIES	2,845.27
			42622865		UNIFORM & SUPPLY RENTAL	148.03
			42622868		UNIFORM & SUPPLY RENTAL	45.47
			42622869		SUPPLY RENTAL - MATS - GTRANS	50.10
			42622870		SUPPLY RENTAL - MATS - NCC	13.65
			42622871		SUPPLY RENTAL - MATS - CH	19.00
			42622873 42622874		SUPPLY RENTAL - MATS - PD SUPPLY RENTAL - MATS - HS	91.60
			42624860		UNIFORM & SUPPLY RENTAL	11.60 148.03
			42624881		UNIFORM & SUPPLY RENTAL	47.16
			42624882		SUPPLY RENTAL - MATS - GTRANS	50.10
			42625166		UNIFORM & SUPPLY RENTAL	280.60
			12020100		Total:	5,381.39
163454	6/8/2021	116820 PSOMAS	172987	037-09987	GTRANS DESIGN BUILD CONSTRUCTION	1,509.75
					Total :	1,509.75
163455	6/8/2021	116575 PSYCHOLOGICAL CONSULTING, ASSOCIATE	5 525244		INDIVIDUAL PSYCHOTHERAPY	275.00
					Total :	275.00
163456	6/8/2021	104868 PYRO-COMM SYSTEMS, INC.	166993		FIRE ALARM MONITORING SUPPLIES -	303.89

06/03/2021

Page:

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Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amount
163456	6/8/2021	104868 104868 PYRO-COMM SYSTEM	1S, INC. (Continued)		Total :	303.89
163457	6/8/2021	103907 QUINN COMPANY	WO810224363		PW AUTO PARTS	761.69
					Total:	761.69
163458	6/8/2021	111574 RACE COMMUNICATIONS	RC509603		FIBER INTERNET SERVICES - JUNE 20:	5,589.00
					Total :	5,589.00
163459	6/8/2021	105193 RC SIGNS & BANNERS	1411		RECREATION SIGNS	180.00
					Total :	180.00
163460	6/8/2021	100147 RCI IMAGE SYSTEMS	76707		MICROFICHE SCANNING - 16701 BERE	48.51
			76721		MICROFICHE SCANNING - 2723 W. 157	48.51
					Total :	97.02
163461	6/8/2021	118142 REFRIGERATION SUPPLIES, DISTR	IBUTOR 48432596		BLDG MAINT SUPPLIES	1,837.65
			48432874		BUS FACILITY MAINT SUPPLIES	249.06
					Total :	2,086.71
163462	6/8/2021	100836 RESOURCE BUILDING MATERIALS	3116830		STREET MAINT SUPPLIES	15.38
					Total :	15.38
163463	6/8/2021	118476 RICOH USA, INC.	9028881616		RICOH PRO8100SE COPIER LEASE - PI	459.79
			9028881617		RICOH DD6650P COPIER LEASE - PRIN	738.33
			9028881618		RICOH MPC3503 COPIER LEASE - CM~	246.46
			9028881625		RICOH MPC3503 COPIER LEASE - CD~	236.10
			9028881626		RICOH MPC3503 COPIER LEASE - CLEI	175.70
					Total :	1,856.38
163464	6/8/2021	111495 ROBINSON-PASSLEY, SHARON	JUNE 2021		COBRA REIMBURSEMENT	588.25
					Total :	588.25
163465	6/8/2021	119022 SAFE MART OF SOUTHERN, CALIFO	DRNIA, INC 92136		BLDG MAINT SUPPLIES	6.62
			92158		BLDG MAINT SUPPLIES	10.91
					Total :	17.53
163466	6/8/2021	119016 SAM'S CLUB	5765		PW WEEK EVENT SUPPLIES	150.86

Bank code:

163475

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6/8/2021 119378 SMARDAN SUPPLY CO.

6/8/2021 119361 SMART & FINAL IRIS CO.

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# Voucher List CITY OF GARDENA

Page:

14

Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amount
163466	6/8/2021	119016 119016 SAM'S CLUB	(Continue	d)	Total :	150.86
163467	6/8/2021	110772 SANTOS, VICTOR D.	042021		MILEAGE REIMBURSEMENT  Total:	86.58 <b>86.58</b>
163468	6/8/2021	219355 SARGENT, MICHAEL	052121		EDUCATIONAL REIMBURSEMENT  Total:	2,006.00 <b>2,006.00</b>
163469	6/8/2021	119355 SBPTC	051720-02		ANNUAL DUES  Total:	870.00 <b>870.00</b>
163470	6/8/2021	108654 SECTRAN SECURITY INC.	21050672		ARMORED TRANSPORTATION SERVICE  Total:	187.63 <b>187.63</b>
163471	6/8/2021	111768 SEO, HAE	UNIFORM		UNIFORM ALLOWANCE  Total:	350.00 <b>350.00</b>
163472	6/8/2021	110676 SF MOBILE-VISION, INC	40209		PD PROGRAM SUPPLIES  Total:	199.19 <b>199.19</b>
163473	6/8/2021	110731 SHAW HR CONSULTING, INC	000235		PROFESSIONAL SERVICES - PERSONI Total :	1,015.00 <b>1,015.00</b>
163474	6/8/2021	109918 SHIGE'S FOREIGN CAR SERVICE	8088197 81583 81591 81598 81636 81642	035-01021 035-01021 035-01021 035-01021 035-01021 035-01021	2016 FORD INTRCPTR #1488055 CHEC 2011 FORD CROWN VIC #1310625 SER' 2015 FORD INTRCPTR #1462933 A/C RI 2018 FORD INTRCPTR #1555072 BATTE 2018 NISS FRNTR #1529614 BRAKE SE 2018 FORD INTRCPTR #1554674 BATTE	321.34 304.42 601.27 300.96 344.47 326.99

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Total:

Total:

**BUS FACILITY MAINT SUPPLIES** 

**BLDG MAINT SUPPLIES** 

**REC PROGRAM SUPPLIES** 

**REC PROGRAM SUPPLIES** 

2,199.45

1,022.30

1,060.60

123.42

31.87

38.30

06/03/2021 10:42:45AM

Bank code: usb

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163476	6/8/2021	119361 119361 SMART & FINAL IRIS CO.	(Continued)		Total :	155.29
163477	6/8/2021	619003 SOUTHERN CALIFORNIA EDISON	052421		LIGHT & POWER  Total:	217.12 <b>217.12</b>
163478	6/8/2021	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	145160 145477		CHEVRON DELO SYN HD ATF P66 GUARDOL NAT GAS 15W40 Total :	2,103.65 1,865.96 <b>3,969.61</b>
163479	6/8/2021	108238 SPARKLETTS	14211220 051921		DRINKING WATER FILTRATION SYSTEM  Total:	36.99 <b>36.99</b>
163480	6/8/2021	104126 SPECTRUM SOLUTIONS	0851122051221		CABLE SERVICES - PD  Total :	63.42 <b>63.42</b>
163481	6/8/2021	119548 ST. JOHN LUTHERAN CHURCH	JUNE 2021		SENIOR CITIZENS DAY CARE  Total:	900.00 <b>900.00</b>
163482	6/8/2021	111764 SUPERIOR BLINDS AND MORE	3428		PW ENG OFFICE REMODEL SUPPLIES Total :	727.65 <b>727.65</b>
163483	6/8/2021	100609 TANK SPECIALISTS OF CALIFORNIA	30613		CERTIFIED DESIGNATED OPERATOR S  Total:	189.75 <b>189.75</b>
163484	6/8/2021	110851 TRAPEZE SOFTWARE GROUP, INC.	TSMAU210229	037-10024	GTRANS SCHEDULING & OPERATIONS Total:	17,814.00 <b>17,814.00</b>
163485	6/8/2021	120854 TURF STAR INC.	3307051		PW AUTO PARTS  Total:	395.76 <b>395.76</b>
163486	6/8/2021	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	S FCC 05/24/21 JONES 04/22/21 NOLAN 05/24/21 PALMA 05/24/21 PD TRAINING 04/22/21 PD TRAINING2 4/22/21 PD TRAINING3 4/22/21 RIGG 05/24/21		CAL CARD STATEMENT 04/23-05/24/21 CAL CARD STATEMENT 03/23-04/22/21 CAL CARD STATEMENT 04/23-05/24/21 CAL CARD STATEMENT 04/23-05/24/21 CAL CARD STATEMENT 03/23-04/22/21 CAL CARD STATEMENT 03/23-04/22/21 CAL CARD STATEMENT 03/23-04/22/21 CAL CARD STATEMENT 03/23-04/22/21 CAL CARD STATEMENT 03/23-05/24/21	6,662.66 -383.76 3,158.59 1,676.83 784.09 238.23 4,812.53 150.25

15

Voucher List CITY OF GARDENA

06/03/2021 10:42:45AM

Bank code :

usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163486	6/8/2021	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	ROMERO 04/22/21 SAFFELL 04/22/21 V.OSORIO 04/22/21		CAL CARD STATEMENT 03/23-04/22/21 CAL CARD STATEMENT 03/23-04/22/21 CAL CARD STATEMENT 03/23-04/22/21	368.00 157.40 156.86
					Total :	17,781.68
163487	6/8/2021	104692 ULINE	133666120		BUS SHOP SUPPLIES  Total:	1,497.85 <b>1,497.85</b>
163488	6/8/2021	121407 UPS	649922191 05/08/21		SHIPPING SERVICE CHARGES  Total:	162.91 <b>162.91</b>
163489	6/8/2021	110614 USA SHADE & FABRIC STRUCTURES	74483-02	024-00653	SUN SHADE STRUCTURE FOR MAS FU  Total:	2,838.74 <b>2,838.74</b>
163490	6/8/2021	122435 VISTA PAINT CORPORATION	2021-000893-00		GTRANS FACILITYPAINT  Total:	200.75 <b>200.75</b>
163491	6/8/2021	111719 WALLACE & ASSOCIATES, CONSULTING, INC	21-01-GARDENA-JN930 21-02-GARDENA-JN930	024-00728 024-00728	TRAFFIC SIGNAL VERMONT @ RBB & F TRAFFIC SIGNAL IMPROVEMENT JN 93 <b>Total</b> :	8,342.00 4,497.00 <b>12,839.00</b>
163492	6/8/2021	108353 WALTERS WHOLESALE ELECTRIC CO	S117704455 S117856223 S117977084 S117977084.002 S118078119 S118078135		MAS FUKAI REHAB IMPROVEMENT - SI BLDG MAINT SUPPLIES SIGNS/SINGALS MAINT SUPPLIES SIGNS/SIGNALS MAINT SUPPLIES MAS FUKAI REHAB PROJECT - SUNSH, SIGNS/SIGNALS SUPPLIES	1,786.05 128.78 921.40 943.74 917.08 701.95 <b>5,399.00</b>
163493	6/8/2021	101903 WATER TECHNIQUES	78104		DRINKING WATER SYSTEM RENTAL  Total:	45.00 <b>45.00</b>
163494	6/8/2021	110370 WESTERN COLLISION CENTER, INC	1060	035-01022	2015 FORD EXPLR #1462934 BODY REI Total :	1,754.13 <b>1,754.13</b>
163495	6/8/2021	125001 YAMADA COMPANY, INC.	80766 80767		PARK MAINT SUPPLIES STREET MAINT SUPPLIES	18.72 14.22

16

06/03/2021 10:42:45AM

145 Vouchers in this report

# Voucher List CITY OF GARDENA

Page:

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1,845,357.87

Total vouchers :

Rank	code	usb
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Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amount
163495	6/8/2021	125001 YAMADA COMPANY, INC.	(Continued) 80823		PARK MAINT SUPPLIES  Total:	29.31 <b>62.25</b>
163496	6/8/2021	107173 ZAMUDIO, JOSE	03/23-05/31/21		EDUCATIONAL REIMBURSEMENT  Total:	975.00 <b>975.00</b>
163497	6/8/2021	105945 ZEMARC CORPORATION	03125483		GTRANS AUTO SUPPLIES  Total:	540.48 <b>540.48</b>
	145 Vouchers fo	or bank code : usb			Bank total :	1,845,357.87

Page:

18

Amount

06/03/2021 10:42:45AM

Councilmember

Date

Bank code :	usb					
Voucher	Date	Vendor		Invoice	PO #	Description/Account
	CLAIMS	VOUCHER APPROVAL		-		
	checks listed on	nat the demands or claims cover pages _1 to _17_ inclusive rate and funds are available for	e of the check			
	checks listed on register have been	that the claims or demands cov pages 1 to 17 inclusiven en audited by the City Council of that all of the said checks are a check numbers:	e of the check of the City			
		06/08/21				
	Mayor	Date				
	Councilmemb	per Date				
	Councilmemb	er Date				
	Acknowledged:					
	Councilmemb	er Date				

Agenda Item No. 8.G Section: CONSENT CALENDAR Meeting Date: June 8, 2021

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: <u>SECOND READING AND ADOPTION OF ORDINANCE 1830</u>, AMENDING SECTION 5.16.190 (DAYS AND HOURS OF OPERATION) OF CHAPTER 5.16 (BINGO) OF TITLE 5 (BUSINESS LICENSES AND OPERATIONS) OF THE GARDENA MUNICIPAL CODE

**CONTACT: CITY MANAGER** 

## **COUNCIL ACTION REQUIRED:**

#### RECOMMENDATION AND STAFF SUMMARY:

At the May 25, 2021 City Council meeting Mayor Pro Tem Tanaka made a motion, seconded by Councilmember Kaskanian to introduce Ordinance No. 1830. The motion unanimously passed, 5-0.

Under section 326.5 of the California Penal Code, certain nonprofit organizations are eligible to conduct bingo games if permitted by city ordinance. Games must be operated and staffed only by members of the nonprofit organizing it. Neither those members nor any other person may receive a profit, wage, or salary from the game with the exception of security personnel. Profits from the game must be used for charitable purposes.

Gardena has an ordinance authorizing charitable bingo games. Currently there are no permits, primarily because the pandemic has prevented gatherings. The VFW has conducted Bingo games in past years and is expected to continue to host bingo games. Other organizations have also expressed interest.

Gardena's current ordinance limits the number of games that can be played by each permitted organization to one game a week. Eliminating the once-a-week limitation would provide greater opportunities for charitable organizations to raise funds. The proposed ordinance would make that change by eliminating the once-a-week limitation.

IN CONCLUSION, Staff respectfully recommends that the Council Adopt Ordinance No. 1830.

#### **FINANCIAL IMPACT/COST:**

None.

#### **ATTACHMENTS:**

# ORDINANCE 1830.pdf

APPROVED:

Clint Osorio, City Manager

Cleuroms.

#### **ORDINANCE NO. 1830**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING SECTION 5.16.190 (DAYS AND HOURS OF OPERATION) OF CHAPTER 5.16 (BINGO) OF TITLE 5 (BUSINESS LICENSES AND OPERATIONS) OF THE GARDENA MUNICIPAL CODE

**WHEREAS**, the City has the authority under California Penal Code Section 326.5 to allow non-profit organizations to conduct Bingo games for charitable fund-raising purposes;

**WHEREAS**, the City previously enacted Chapter 5.16 of the Gardena Municipal Code to allow charitable Bingo games to be conducted in the City pursuant to a permit;

**WHEREAS**, The City Council desires to expand the ability of charitable organizations to conduct Bingo games by eliminating a current provision of the ordinance which limits the frequency of such games to one time a week.

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

**SECTION 1**. The forgoing recitals are true and correct and incorporated herein by this reference.

**SECTION 2**. Section 5.16.190 of the Gardena Municipal Code is amended to read, as follows:

# 5.16.190 Days and hours of operation.

No licensee shall conduct any bingo game more than six hours out of any twenty-four hour period. No bingo game shall be conducted before ten a.m. nor after two a.m. of any day. No licensee may conduct bingo games more than once each calendar week. The council may approve exceptions to the restrictions on days after a written application and hearing, if deemed necessary, by the council. The council may authorize bingo games on certain specified dates which may include more than one day in any given week.

**SECTION 3**. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

**SECTION 4**. Environmental Review. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2) of the CEQA Guidelines, California Code of Regulations, Article 5, Title 14,

Chapter 3, as the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment and Section 15060(c)(3) of the CEQA Guidelines as it is not a project as defined by CEQA per Section 15378.

**SECTION 5**. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

<b>SECTION 6</b> . Effective Date. This ord (30) days after its second reading and adopt		and effect thirty
Passed, approved, and adopted this _	day of	, 2021.
	TASHA CERDA, Mayor	
ATTEST:		
MINA SEMENZA, City Clerk		
APPROVED AS TO FORM:		
CARMEN VASQUEZ, City Attorney		

Agenda Item No. 13.A Section: DEPARTMENTAL ITEMS - ELECTED &

ADMINISTRATIVE OFFICES Meeting Date: June 8, 2021

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: APPOINTMENT OF REPRESENTATIVE TO THE SOUTH BAY WORKFORCE INVESTMENT BOARD (SBWIB)

#### **COUNCIL ACTION REQUIRED:**

Staff Recommendation: Approve Appointment to Public Sector Seat of SBWIB

#### **RECOMMENDATION AND STAFF SUMMARY:**

On May 26, 2021, the City of Gardena's Economic Development Advisory Committee appoints Spencer Dela Cruz, Economic Development Manager for the City of Gardena, to serve a term office ending June 30, 2025. Mr. Dela Cruz would be replacing Ms. Stephany Santin, Director Parks and Human Services who will now serve as an alternate.

The purpose of the SBWIB is to ensure the involvement of the business and industrial commur including small businesses, education, labor organizations, community-based organizations, economic development agencies and one-stop delivery system partners in workforce development activities. The SBWIB also oversees a local cooperative relationship with the Participating Citiwill most effectively satisfy the labor demand needs of the business community and enhance the economic well-being of individuals in need of workforce development services.

Mr. Dela Cruz has over fifteen years of senior business development leadership experience in the private and public sectors and has developed a proven track record as an effective leader i diverse areas of real esate and economic development.

The SBWIB is in support of Mr. Dela Cruz's appointment to the Board because of his extensive experience and being that local economic development is prioritized under the organization's L Strategic Plan and the Regional Los Angeles Basin Strategic Plan. Other sectors prioritized un the SBWIB's Strategic Plan include advanced manufacturing, construction, information and communications technology, as well as transportation and logistics.

The appointment made by the City of Gardena will be ratified by the Inglewood Mayor and City Council, as the SBWIB's Chief Local Elected Official (CLEO).

#### FINANCIAL IMPACT/COST:

N/A

#### **ATTACHMENTS:**

Southbay Workforce Investment Board Nomination Letter

APPROVED:

Clint Osorio, City Manager

Cleuroms.



May 26, 2021

Honorable Mayor and City Council City of Gardena 1700 West 162nd Street Gardena, CA 90745

Dear Honorable Mayor and City Council:

On behalf of the Board of Directors of the Economic Development Advisory Committee, please accept the nomination of the following individual to be appointed to serve on the South Bay Workforce Investment Board for the 4-year term of office commencing July 1, 2021, as a representative of the City of Gardena.

Spencer Dela Cruz, Economic Development Manager, City of Gardena to serve the 4-year term of office from July 1, 2021, to June 30, 2025.

Thank you for your acceptance.

Sincerely

Steve Roge Chairperson

Agenda Item No. 13.B Section: DEPARTMENTAL ITEMS - ELECTED & ADMINISTRATIVE OFFICES

Meeting Date: June 8, 2021

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: COVID-19 UPDATE

**COUNCIL ACTION REQUIRED:** 

**RECOMMENDATION AND STAFF SUMMARY:** 

**FINANCIAL IMPACT/COST:** 

**ATTACHMENTS:** 

Agenda Item No. 15.A Section: DEPARTMENTAL ITEMS - PUBLIC WORKS Meeting Date: June 8, 2021

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: APPROVE PURCHASE OF A 2021 MC1510-3S3S GAPVAX COMBINATION JET/VAC TRUCK FROM PLUMBERS DEPOT, INC. IN THE AMOUNT OF \$510,766.08 FOR PUBLIC WORKS SEWER EQUIPMENT PURCHASE, JN 991

#### **COUNCIL ACTION REQUIRED:**

**Staff Recommendation: Approve Purchase** 

#### **RECOMMENDATION AND STAFF SUMMARY:**

Staff respectfully recommends that the City Council approve a purchase of a 2021 GapVax Combination Jet/Vac Sewer Truck from Plumbers Depot, Inc. in the amount of \$510,766.08 (including sales tax and freight) through the Sourcewell Cooperative Agreement Contract for Public Works Sewer Equipment Purchase, JN 991.

The Public Works Department currently maintains 88 miles of sewer lines as well as 354 6-inch storm drain lines throughout the City of Gardena. Currently, the Department has two sewer trucks. One is a 26-year-old sewer truck that has well exceeded its life expectancy and can only perform the cleaning of 6-inch storm drains. The other is a 12-year-old GapVax sewer truck that has limited capabilities as it can maintain sewer lines but not 6-inch storm drains. With the purchase of the GapVax Combination Truck, Staff will have the ability to handle both the City sewer lines and 6-inch storm drains without having to return to the yard and exchange trucks. The purchase will also retire the 26-year-old truck, which will promote maintenance and cost efficiencies. Ultimately, the purchase will allow staff to operate more efficiently and effectively to ensure clean, fully functioning City sewer lines and storm drains.

Presently, the 26-year-old truck that will be retired does not comply with the Environmental Protection Agency's (EPA) Tier 4 Final emissions standard or the California Air Resources Board's (CARB) Optional Low NOx emissions standard - standards that aim to reduce nitrogen oxide and particulate matter emissions. The 2021 GapVax Combination Truck complies with both standards. Staff also looked into purchasing an electric sewer truck, but discovered that zero-emission sewer trucks are not yet on the market.

Per Gardena Municipal Code Ordinance No. 1780 pertaining to open market purchase procedures and Purchasing Policy APP-2018-003, Section 4(B) pertaining to cooperative purchases, the Department will piggy-back off Sourcewell Sewer Cleaning and Hydro-

Excavation Equipment Contract #122017-GPV to purchase the truck. Sourcewell offers state negotiated contract pricing for goods and services frequently used by government agencies. These state contracts result in significant cost savings to the City and allow vendors an opportunity to compete with their lowest bids and enables municipalities to obtain the overall best price for their procurement.

# **FINANCIAL IMPACT/COST:**

Budget Expense: \$510,766.08 for Fiscal Year 2021-2022

Funding Source: Sewer Fund

#### **ATTACHMENTS:**

Quote - 2021 GapVax Sewer Truck.pdf

Cleuroms.

APPROVED:

Clint Osorio, City Manager

**SOURCEWELL CONTRACT NO. 122017-GPV** 



PREPARED BY

Plumber's Depot

PREPARED FOR

City of Gardena 1717 W. 162nd St Gardena, CA 90247 QUOTE

**GapVax** 

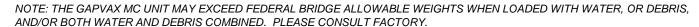




# 2021 MC1510-3S3S COMBINATION JET/VAC

**QUOTE ID: 2121-01254** 

# February 22, 2021



	OPTION DESCRIPTION NOTES	QTY
CHA001	WESTERN STAR 4700SF 6 X 4 - 370 HP - 62,000 LB. GVWR - AUTO MODEL YEAR 2021	1
	WHITE CAB COLOR	1
STD	10 USABLE YARD DEBRIS TANK MADE OF 3/16" ASTM A-572 GRADE 50 EXTEN STEEL	STANDARD
STD	FULL-OPENING REAR TAILGATE	STANDARD
STD	STAINLESS STEEL TAILGATE SEALING ROD	STANDARD
STD	FOUR HYDRAULIC REAR DOOR LOCKS	STANDARD
STD	DUAL TAILGATE LIFT CYLINDERS	STANDARD
STD	FRONT MOUNTED HOIST CYLINDER, POWER UP AND DOWN, 55,000 LB CAPACITY	STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF BODY	STANDARD
STD	FIVE YEAR WARRANTY ON DEBRIS TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS	STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF THE BODY 6' APART	STANDARD
A1B	STAINLESS DEBRIS BODY FLUSH OUT SYSTEM	1
A2A	DRAIN AT BOTTOM OF TAILGATE - 6" BRASS LEVER VALVE WITH 15' OF LAYFLAT HOSE VALVE IS NOT 100% LEAK PROOF	1
A3-CS	FLOAT TYPE LIQUID LEVEL INDICATOR ON SIDE OF DEBRIS TANK	1
A11A	FILTER SCREEN FOR DRAIN VALVE (SHORT BOX) REQUIRES A2	1
A17	UPGRADE TO STAINLESS STEEL DEBRIS TANK	1
A21	CURBSIDE LADDER TO PORT INSPECTION AREA	1
A18	PURGE VALVE AT GRAVITY DRAIN (1-1/4" BALL VALVE)	1
A34B	UPGRADE DEBRIS BODY BAFFLE TO STAINLESS STEEL	1
STD	1500 GALLON WATER TANK MADE OF 3/16" 304 STAINLESS STEEL	STANDARD
STD	4" HIGH ANTI-SIPHON RING WITH (4) 2-1/2" HOLES	STANDARD
STD	WATER TANK LEVEL SIGHT TUBE ON CURBSIDE	STANDARD
STD	DRAIN VALVE AT BOTTOM OF WATER TANK	STANDARD
STD	3" FILL LINE WITH 2-1/2" FIRE HOSE CONNECTION CURBSIDE	STANDARD
STD	3" WATER STRAINER WITH STAINLESS STEEL SCREEN ON WATER TANK FILL LINE	STANDARD
STD	3" SUPPLY LINE TO WATER PUMP MOUNTED AT REAR HINGE PIN	STANDARD
STD	FIVE YEAR WARRANTY ON WATER TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS	STANDARD
B10	ADDITIONAL 3" FILTER BETWEEN WATER TANK AND PUMP (3" Y-STRAINER)	1
B23B	STAINLESS BAFFLES IN THE WATER TANK	1
B30	UPGRADE TO BUTTERFLY VALVE IN 3" SUPPLY LINE	STANDARD
STD	DUAL STAINLESS STEEL SHUTOFF FLOAT BALLS	STANDARD
STD	NOISE & VIBRATION DAMPENING MOUNTS	STANDARD

STD	STAINLESS STEEL VEE-WIRE SAFETY SCREEN	STANDARD
STD	6" SAFETY VACUUM RELIEF	STANDARD
STD	PANIC SWITCH FUNCTION FOR VACUUM	STANDARD
C8	UPGRADE TO ROOTS TYPE VACUUM PUMP 4,500 CFM AND 18" HG	1
STD	TRI-PLEX WATER PUMP SYSTEM	STANDARD
STD	800 PSI WASHDOWN CIRCUIT WITH 50' X 1/2" HOSE	STANDARD
STD	AIR PURGE SYSTEM FOR PRIMARY CIRCUIT	STANDARD
STD	LOW POINT DRAIN VALVES ON WATER LINES	STANDARD
STD	SET WASHDOWN CIRCUIT TO FULL WORKING PRESSURE OPTION D4 IS RECOMMENDED	1
D3A	GIANT GP8000 SERIES WATER PUMP RATED 80 GPM @ 2,500 PSI	1
D4	UPGRADE TO URACA MULTIFLOW VALVE - SET WASHDOWN CIRCUIT TO FULL PRESSURE FOR HANDGUN APPLICATIONS	1
D7A	50' X 1/2" HAND GUN REEL FOR WASHDOWN CIRCUIT	1
STD	8" FRONT MOUNTED TELESCOPING BOOM WITH 26' REACH AND 180 DEG. ROTATION	STANDARD
STD	180 DEGREE POWER ROTATION VIA WORM DRIVE	STANDARD
STD	DUAL 4" LIFT CYLINDERS	STANDARD
STD	CAB PROTECTION RACK	STANDARD
E6	REMOTE LUBE FOR BOOM LIFT AND ROTATION	1
STD	FRONT FRAME MOUNTED HOSE REEL WITH 180 DEGREE ARTICULATION	STANDARD
STD	HOSE REEL RATED FOR 800' OF HOSE AND 3,000 PSI	STANDARD
STD	EXTERIOR HOSE EXPANSION RIBS	STANDARD
F1C	DIGITAL FOOTAGE COUNTER - SHAFT-MOUNTED	1
F6	UPGRADE FRONT HOSE REEL TO POWER ARTICULATE VIA HYDRAULICS	1
F11	AUTOMATIC HOSE LEVEL WINDER (INCLUDES "J-HOOK" STLYE HOSE GUIDE)	1
STD	CAB-MOUNTED AIR SHIFT CONTROLS FOR BLOWER, HYDRAULICS, AND WATER PUMP	STANDARD
STD	CONTROL PANEL MOUNTED AT FRONT HOSE REEL	STANDARD
STD	OPERATOR CONTROL PANEL INCLUDES GUAGES FOR ENGINE, HYDRAULICS, VACUUM, AND WATER PUMP	STANDARD
STD	PANIC SWITCH TO RELIEVE WATER PRESSURE AND VACUUM	STANDARD
STD	30' PENDANT REMOTE WITH BOOM FUNCTIONS	STANDARD
G2C	G2C CONTROL SYSTEM WITH DP700 DISPLAY INCLUDES:	1
	LOW WATER SHUTDOWN PROTECTION	1
	HIGH WATER TEMPERATURE SHUTDOWN PROTECTION	1
	ENGINE OVERSPEED PROTECTION	1
	ON-SCREEN DIAGNOSTICS FOR WATER, PTO AND ENGINE LEVELS	1
	TEMPERATURE AND PRESSURE LEVELS FOR VACUUM, WATER, HYDRAULICS	1
	PROVISION FOR INCLUDING DIGITAL FOOTAGE COUNTER ON SCREEN F1C NOT INCLUDED	1
	OMNEX T110 WIRELESS REMOTE	STANDARD
G19	WIRELESS REMOTE WITH BOOM AND VACUUM FUNCTIONS	1
STD	TRUCK-LITE LED RUNNING (MARKER) LIGHTS	STANDARD
STD	LED STOP/TAIL/TURN LIGHT WITH POLISHED STAINLESS STEEL BOXES	STANDARD
H5C	(2) BOOM WORK LIGHTS - HIGH INTENSITY HELLA PB1500 LED WORK LIGHTS (PN: POWER BEAM / SPOT LIGHT LHT022406) (RATED 1300 LUMEN EACH)	1
H6B	(2) REAR WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)	1

Н7ВА	(2) SIDE WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429) (1 PER SIDE)	1		
H19D	CODE 3 REAR SUPER LED FLASHERS - 6 LIGHT HEADS	1		
	3 ON EACH SIDE REAR (1 @ 45 DEGREES)	1		
H22	REAR ARROW LIGHT - LOW PROFILE LED ARROW STICK (CLASS-1 (SAE J595)) WHELEN TAM85 OR EQUAL	1		
H39B	TWO HIGH INTENSITY LED WORK LIGHTS (HELLA PB1500) ON FRONT HOSE REEL TO SHINE INTO MANHOLE	1		
STD	25' FIRE HOSE BASKET	STANDARD		
I6E-CS	ALUMINUM, 36" WIDE X 24" TALL X 24" DEEP, MOUNTED ON THE CURBSIDE	1		
17B-DS	36" TOOL BOX - ALUMINUM, 36" WIDE X 24" TALL X 24" DEEP, MOUNTED ON THE DRIVER'S SIDE	1		
l14	TRAFFIC CONE HOLDER ON DRIVER'S SIDE	1		
I14C	TRAFFIC CONE HOLDER ON CURBSIDE	1		
I16B	WHEEL CHOCK HOLDER (PER SIDE) - CURBSIDE	1		
122	UPGRADE TUBE TRAYS TO POLISHED STAINLESS STEEL	1		
126B	TWO BUMPER TOOL BOXES - ALUMINUM, 16" HIGH X 12" WIDE X 18" DEEP WITH FOLD DOWN DOOR	1		
STD	DOT LIGHTING / FENDERS / MUD FLAPS / TAILGATE SAFETY PROP, ICC LIGHTS	STANDARD		
STD	REMOTE ACTUATED BODY SAFETY PROP	STANDARD		
STD	70 GALLONS AW-46 HYDRAULIC OIL, LEVEL/TEMPERATURE GAUGE, SHUTOFF ON SUCTION	STANDARD		
STD	REAR BUMPER, TRIANGLE KIT, FIRE EXTINGUISHER, BACKUP ALARM	STANDARD		
STD	ALLISON 10-BOLT PTO UPGRADE	STANDARD		
J0B	FRONT BUMPER - CALIFORNA FRONT BUMPER	1		
J3	TOW HOOKS FRONT	1		
J4B	TOW HOOKS REAR - FRAME MOUNTED	1		
J22	STAINLESS STEEL DUMP APRON / PAN ON REAR BUMPER NOT COMPATIBLE WITH J16	1		
STD	PAINTED WITH PPG URETHANE PAINT	STANDARD		
STD	PAINT BODY WHITE	STANDARD		
STD	PAINT FRAME AND PARTS BLACK	STANDARD		
STD	PAINT HOSE REEL AND BOOM BLACK	STANDARD		
STD	FLEET FINISH	STANDARD		
STD	25 FEET OF VACUUM TUBING (5) AND CLAMPS	STANDARD		
STD	TIGER TAIL HOSE GUIDE	STANDARD		
STD	TWO BLUE STAR SEWER CLEANING NOZZLES	STANDARD		
M3	FILL HOSE 25' X 2 1/2"	1		
M5C	LEADER HOSE 25' X 1"	1		
	1" PIRANHA SEWER HOSE - 3,000 PSI X 800 FT PLASTIC (BLUE) (PN: CAT022382)	1		
М9Н	FINANTIA SEWEN TIOSE - 3,000 F3 X 800 F1 FLASTIC (BLOE) (FN. CATUZZ38Z)	the state of the s		
M9H M29B	TWO CAMERA - BACK-UP CAMERA SYSTEM WITH 7" COLOR MONITOR (RV-505A), INCLUDES DVR-916 REAR AND DVR-921 FRONT CAMERA	1		





# **PRICING SUMMARY**

		egyes-
PRICE OF BASE UNIT WITH OPTIONS:	\$	461,430.21
<b>DELIVERY:</b> (\$1,000.00 MINIMUM) @ <b>\$3.00 PER MILE</b>	\$	5,500.00
ESTIMATED SUBTOTAL:	\$	466,930.21
SALES TAX:	\$	43,835.87
TOTAL PRICE (PER UNIT):	\$	510,766.08

DUE TO EXTREME MARKET VOLATILITY AND PENDING U.S. GOVERNMENT SECTION 232 TRADE CASES ALL PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE, ALL QUOTES TO BE CONFIRMED AT TIME OF ORDER

\*\*\* FOB DESTINATION \*\*\*

SIGNATURE DATE

Please return a signed copy to betty@gapvax.com

**QUOTE ID** 2121-01254

**LAST UPDATED:** 2/18/2021

# GapVax Incorporated Terms and Conditions of Sale

- ORDERS. All orders are subject to acceptance by an officer
  of GapVax Inc. Orders for products not regularly carried in
  stock or requiring special engineering or manufacture are in
  every case subject to approval by an officer of GapVax.
- PERFORMANCE. GapVax Inc. shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control
- EXPERIMENTAL WORK. Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.
- 4. SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by GapVax Inc. shall remain its exclusive property; and no use of same shall be made, nor may ideas obtained therefrom be used, except with the consent of and on terms acceptable to GapVax Inc.
- CANCELLATION. Orders regularly entered cannot be canceled except upon terms that will compensate GapVax Inc. for any loss or damage sustained.
- 6. SHIPMENT. All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for GapVax Inc. to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and GapVax Inc. shall be liable only for ordinary care of the property.
- 7. CUSTOMER'S PROPERTY. GapVax Inc. shall charge the customer at current rates, for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by GapVax Inc. is at the customer's or other party's risk. GapVax is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.
- PRICES. All orders are subject to current prices in effect at the time of order acknowledgment.
- F.O.B. POINT. Unless otherwise stated, all prices listed are F.O.B. point of manufacture.

- 10. TAXES. Unless specifically stated, prices listed do not include Federal, State, City or other excise occupation, sales, use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If federal Excise Taxes are included or listed on the reverse side of this paper, they are stated at the rates and regulations in effect at the time this order is written, and are subject to revision in accordance with rates and regulations in effect at time of shipment.
- PRODUCT IMPROVEMENT. GapVax Inc. reserves the right to change manufacturing specifications and procedures without incurring any responsibility for modifying previously shipped products.
- 12. MOUNTING PRICES. Mounting prices assumes normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.
- WARRANTY. GapVax Inc. warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty but makes no warranty of merchantability or fitness for any particular purpose. GapVax Inc. does not assume liability for any loss of product, time or any direct, indirect, or consequential damage, losses or delay or any nature whatsoever. No warranty, express or implied, is made or authorized to be made and no obligation is assumed or authorized to be assumed with respect to products of GapVax Inc. other than that set forth in the current, published warranty. It is to be understood that the acceptance this order is expressly conditioned upon your acceptance of GapVax Inc. standard written warranty for the products sold hereunder GapVax Inc. hereby disclaims any responsibility or liability for any consequential losses delays or downtime resulting from orders hereunder the use of its products. GapVax does not and will not warranty any tank coating or tank lining. PTO damage is not covered when the PTO protection system or low water shut down system is not selected / installed / and operational.
- 14. This agreement shall be construed according to the laws of the State of Pennsylvania. Our failure at anytime to exercise any right we may have under the agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.
- 15. This order, including the above terms and conditions contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on us unless in writing and agreed to by authorized representative of this company.