



# GARDENA CITY COUNCIL

## Regular Meeting Notice and Agenda

Council Chamber at City Hall

1700 West 162<sup>nd</sup> Street, Gardena, California

Website: [www.cityofgardena.org](http://www.cityofgardena.org)

**Tuesday, June 11, 2024**

**Closed Session 7:00 p.m.**

**Open Session 7:30 p.m.**

**TASHA CERDA**, *Mayor*

**MARK E. HENDERSON**, *Mayor Pro Tem*

**RODNEY G. TANAKA**, *Council Member*

**PAULETTE C. FRANCIS**, *Council Member*

**WANDA LOVE**, *Council Member*

**MINA SEMENZA**, *City Clerk*

**GUY H. MATO**, *City Treasurer*

**CLINT OSORIO**, *City Manager*

**CARMEN VASQUEZ**, *City Attorney*

**LISA KRANITZ**, *Assistant City Attorney*

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

1. **VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at**  
[youtube.com/CityofGardena](https://youtube.com/CityofGardena)
2. **PARTICIPATE BEFORE THE MEETING** by emailing the Deputy City Clerk at [publiccomment@cityofgardena.org](mailto:publiccomment@cityofgardena.org) by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line.
3. **ATTEND THE MEETING IN PERSON**

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

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

If you wish to address the Council, please complete a "Speaker Request" form and present it to the City Clerk or Sergeant of Arms. You will be called to the podium by name when it is your turn to address the Council. The City Council cannot legally take action on any item not scheduled on the Agenda. Such items may be referred for administrative action or scheduled on a future Agenda. 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 [cityclerk@cityofgardena.org](mailto:cityclerk@cityofgardena.org) at least 24 business hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

## **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**

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### **1. ROLL CALL**

#### **PUBLIC COMMENT ON CLOSED SESSION**

### **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 LEGAL COUNSEL- EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
Mariya Wrightsman v. City of Gardena, et al.  
Los Angeles Superior Court Case No. 23STCP04453
- 2.C CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION  
Significant exposure to litigation, pursuant to Gov. Code Section 54956.9(d)(2) or (d)(3) and (e)(1)  
One Potential Case.

#### **CITY ATTORNEY REPORT OUT OF CLOSED SESSION**

### **3. PLEDGE OF ALLEGIANCE**

Gabriela Garcia and Victor Avina  
  
Denker Avenue Elementary School

### **4. INVOCATION**

Pastor Israel Campbell  
Flourishing Church

### **5. PRESENTATIONS**

- 5.A Gardena Events Video Presentation

### **6. PROCLAMATIONS**

- 6.A "Pause for the Pledge of Allegiance" - June 14, 2024 through July 4, 2024 - *To be proclaimed only*  
[Proclaim Only-Pledge of Allegiance-2024.pdf](#)
- 6.B "JUNETEENTH Commemoration Day" - June 19, 2024 - *To be proclaimed only*  
[Proclaim Only-Juneteenth 2024.pdf](#)
- 6.C LGBTQI+ Pride Month - *To be proclaimed only*  
[Proclaim Only-LGBTQI+ Pride Month - June 2024.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.

**PUBLIC COMMENT ON CONSENT CALENDAR**

- 8.A Waiver of Reading in Full of All Ordinances Listed on this Agenda and that they be Read by Title Only  
**CONTACT: CITY CLERK**
- 8.B Approve Minutes:  
Regular Meeting of the City Council, May 28, 2024  
**CONTACT: CITY CLERK**  
[05282024 REGULAR Minutes CC Meeting - FINAL.pdf](#)
- 8.C Approval of Warrants/Payroll Register, June 11, 2024  
**CONTACT: ADMINISTRATIVE SERVICES**  
[Warrant-Payroll Register 06-11-24.pdf](#)
- 8.D Personnel Report P-2024-10 6-11-24  
**CONTACT: ADMINISTRATIVE SERVICES**  
[PERS RPT P-2024-10 6-11-24.pdf](#)
- 8.E Approval of Annual Membership and Reserve Assessment Dues in the amount of \$82,944.34 for Fiscal Year 2023-2024 and \$168,083 for Fiscal Year 2024-2025 for the City's Participation in the Interoperability Network of the South Bay Joint Powers Agreement  
**CONTACT: ADMINISTRATIVE SERVICES**  
[FY 23-24 City of Gardena INSB.pdf](#)  
[FY 24-25 City of Gardena INSB.pdf](#)
- 8.F Approval of Annual/Periodic Event and Renewal of Bingo Permit - Gardena Buddhist Church Obon Festival  
**CONTACT: COMMUNITY DEVELOPMENT**  
[Application\\_Redacted.pdf](#)

Police Memo.pdf  
Planning Memo.pdf  
LA County Fire Memo.pdf

- 8.G Second Amendment to Memorandum of Understanding by and between the South Bay Cities Council of Governments and the City of Gardena regarding the use of allocated County Local Solutions Grant Funds to Implement the City's Outreach Project - Additional Funding \$100,000

**CONTACT: RECREATION AND HUMAN SERVICES**

GardenaCoord2ndAmendment-c1.pdf

- 8.H Approve Agreement with the the Los Angeles County Metropolitan Transportation Authority for the Metro ExpressLanes Direct Allocation of Funds for Incremental Transit Service

**CONTACT: TRANSPORTATION**

Metro\_Gardena\_MX202319\_Direct Allocation MOU 2024.pdf

- 8.I Approve Agreement Regarding Reimbursement Policy with the the Los Angeles County Metropolitan Transportation Authority for the Low-Income Fare is Easy (LIFE) Program

**CONTACT: TRANSPORTATION**

FY25\_Metro\_LIFE\_MOU 6\_2024.pdf

- 8.J Approve Funding Agreement between City of Gardena and South Coast Air Quality Management District for the AB2766 / MSRC Zero Emission Microtransit Service Grant Program

**CONTACT: TRANSPORTATION**

MSRC\_South\_Coast\_AQMD\_Contract\_\_ GTrans MicroTransit Project MS24007-4283.pdf

9. **EXCLUDED CONSENT CALENDAR**

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

- 10.A JUNE 4, 2024 - Meeting Cancelled  
2024\_06\_04 CANCELLATION.pdf

11. **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.*

12. **DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES**

13. **DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT**



14. **DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES**

15. **DEPARTMENTAL ITEMS - POLICE**

16. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

- 16.A [Approve Contract for HF&H Consultants, LLC to Monitor the Solid Waste Agreement and Manage Senate Bill 1383 Requirements for the City of Gardena, in the amount of \\$226,000.](#)

**Staff Recommendation: Approve Contract Agreement\_HF&H Consultants.pdf**

- 16.B [INTRODUCTION OF ORDINANCE NO. 1868, Amending Chapter 13.04 Sewer System of the Gardena Municipal Code and Declare California Environmental Quality Act \(CEQA\) Exemption.](#)

**Staff Recommendation: Introduce Ordinance No. 1868 and Declare CEQA Exemption**  
[Ordinance 1868.pdf](#)  
[Notice of Exemption.docx](#)

17. **DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES**

18. **DEPARTMENTAL ITEMS - TRANSPORTATION**

19. **COUNCIL ITEMS**

20. **COUNCIL DIRECTIVES**

21. **CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS**

22. **COUNCIL REMARKS**

1. MAYOR PRO TEM HENDERSON
2. COUNCIL MEMBER FRANCIS
3. COUNCIL MEMBER TANAKA
4. MAYOR CERDA
5. COUNCIL MEMBER LOVE

23. **ANNOUNCEMENT(S)**

24. **REMEMBRANCES**

25. **ADJOURNMENT**

The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, June 25, 2024.

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](http://www.CityofGardena.org).

Dated this 7th day of June 2024

/s/ MINA SEMENZA  
MINA SEMENZA, City Clerk

**“ PAUSE FOR THE PLEDGE OF ALLEGIANCE ”**  
**21 Days to Honor America**

**- JUNE 14, through JULY 4, 2024 -**

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 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.”

On Friday, June 14, members of the community are invited to participate in a special Flag Day Celebration that will begin at 11:00 a.m. in front of the Nakaoka Community Center. At that time, everyone will join with millions of citizens across our great nation and take time to reflect on our Country's freedoms as we celebrate "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 continue to fly from Flag Day (Friday, June 14) through Independence Day (Tuesday, July 4) to emphasize and celebrate “21 Days to Honor America.”



## **“ JUNETEENTH COMMEMORATION DAY ”**

**~ JUNE 19, 2024 ~**

The annual Commemoration of JUNETEENTH honors the effective end of slavery in the United States and is also considered the longest-running African American Holiday. Celebrations of Juneteenth began in 1866 and continues to be celebrated throughout the United 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, 2024, as

# ***JUNETEENTH***

## **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; and by joining the City of Gardena at the Juneteenth “Unity Through Community” Concert on Wednesday, June 19, 2024, from 4:30pm – 8:00pm at the City Hall Complex.

# Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex Pride Month - JUNE 2024 -

Each June, cities and towns throughout the United States celebrate “International Pride Month” to honor the history, achievements, and contributions of the LGBTQI+ community. On June 28, 1969, the LGBTQI+ community took a brave stand for human rights at the Stonewall Inn in New York City. The Stonewall Uprising began as a fight for equality and in opposition to discriminatory laws and treatment.

The City of Gardena strives to be a community that offers equal opportunity to its citizens, all of whom deserve to live with dignity and respect, free from fear and violence, and protected against discrimination, regardless of gender, gender identity, gender expression or sexual orientation. The City of Gardena is committed to supporting and encouraging diversity throughout the community.

June has become a symbolic month in which lesbian, gay, bisexual, transgender, queer, and intersex people, their families, and friends come together in various celebrations of freedom and pride. California has been a leader in advancing the civil rights of its LGBTQI+ citizens, and while further progress is needed, it is important to recognize and celebrate the substantial gains that have been achieved.

Therefore, I, Tasha Cerda, Mayor of the City of Gardena, California, hereby proclaim the month of **JUNE 2024**, to be

# LGBTQI+ PRIDE MONTH

in the City of Gardena and encourage all citizens to reflect on ways we all can advance the rights and protections of the LGBTQI+ people and to live and work together with commitment to mutual respect and understanding.

**MINUTES**  
**Regular Meeting Notice of the**  
**Gardena City Council**  
**Tuesday, May 28, 2024**

The Regular Meeting Notice of the Gardena City Council of the City of Gardena, California, was called to order at 7:00 PM on Tuesday, May 28, 2024, in the Council Chamber at City Hall 1700 West 162<sup>nd</sup> Street, Gardena, California; Mayor Tasha Cerda presiding.

1. **ROLL CALL**

Present: Mayor Tasha Cerda; Mayor Pro Tem Mark E. Henderson; Council Member Rodney G. Tanaka; Council Member Paulette C. Francis; and Council Member Wanda Love. Other City Officials present: City Manager Clint Osorio; City Attorney Carmen Vasquez; City Clerk Mina Semenza; Treasurer Guy H. Mato; and Deputy City Clerk Becky Romero.

**PUBLIC COMMENT ON CLOSED SESSION**

2. **CLOSED SESSION**

**CITY ATTORNEY REPORT OUT OF CLOSED SESSION**

3. **PLEDGE OF ALLEGIANCE**

The Pledge was led by Abraham Chavez (7<sup>th</sup> grade) and Thomas Njimbong (6<sup>th</sup> grade), both of KIPP Generations Academy. Abraham is a leader both in and out of the classroom and excels academically. He is part of a select group of seventh grade students enrolled in accelerated Algebra. Abraham enjoys robotics, engineering, building with legos and his favorite subject at school is science. Thomas shows both academic and artistic promise. Last year his T-shirt design was chosen as the winner of the school-wide Black History Month T-Shirt design contest. Thomas' favorite subject is ethic studies, and he likes to play basketball. Their teacher, Rina Minato, accompanied them to the meeting.

4. **INVOCATION**

Reverend Edward G. Hawthorne of Hollypark United Methodist Church led the Invocation.

5. **PRESENTATIONS**

- 5.A Certificates of Commendation presented to the participants of the City of Gardena's Third Leadership Development Academy – ***The certificates were presented by City Manager Osorio and were accepted by the City of Gardena Participants***
- 5.B Boards & Commissions Presentation - Senior Citizens Commission – ***was given by Commissioner Linda Barentine***
- 5.C Investment Presentation –***was given by Chris McCarry of Chandler Asset Management Inc.***
- 5.D Gardena Events Video Presentation

6. **PROCLAMATIONS** - *None*

7. **APPOINTMENTS** - *None*

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

**CONTACT: CITY CLERK**

8.B Approve Minutes:

Regular Meeting of the City Council, May 14, 2024

**CONTACT: CITY CLERK**

8.C Receive and File of Minutes:

Planning and Environmental Quality Commission, May 7, 2024

**CONTACT: COMMUNITY DEVELOPMENT**

8.D Approval of Warrants/Payroll Register, May 28, 2024

**CONTACT: ADMINISTRATIVE SERVICES**

May 28, 2024: Wire Transfer 12697-12701, 12703-12705; Prepay: 176096; Check Numbers: 176097-176255 for a total Warrants issued in the amount of \$2,901,507.85; Total Payroll Issued for May 17, 2024: \$2,300,531.09

8.E Monthly Investment Portfolio, April 2024

**CONTACT: ADMINISTRATIVE SERVICES**

8.F Personnel Report P-2024-9 5-28-24

**CONTACT: ADMINISTRATIVE SERVICES**

8.G RESOLUTION NO. 6671: Denying the appeal of Soul Housing relating to the Community Development Director's decision to deny a business license for a hotel at 15906 S Western Avenue

**CONTACT: COMMUNITY DEVELOPMENT**

RESOLUTION NO. 6671

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DENYING THE APPEAL OF SOUL HOUSING RELATING TO THE COMMUNITY DEVELOPMENT DIRECTOR'S DECISION TO DENY A BUSINESS LICENSE FOR A HOTEL AT 15906 S WESTERN AVENUE

8.H SECOND READING OF ORDINANCE. 1872, Adopting a Military Equipment use Policy of the City of Gardena, California Governing the use of Military Equipment Pursuant to Assembly Bill 481

**CONTACT: POLICE DEPARTMENT**

ORDINANCE NO. 1872

AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF GARDENA, CALIFORNIA, ADOPTING A  
MILITARY EQUIPMENT USE POLICY OF THE CITY  
OF GARDENA, CALIFORNIA GOVERNING THE USE  
OF MILITARY EQUIPMENT PURSUANT TO  
ASSEMBLY BILL 481

- 8.I RESOLUTION NO. 6669: Adopting a list of projects for Fiscal Year 2024- 2025  
funded by SB1: The Road Repair and Accountability Act of 2017  
**CONTACT: PUBLIC WORKS**

RESOLUTION NO. 6669

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF GARDENA, CALIFORNIA, ADOPTING A  
LIST OF PROJECTS FOR FISCAL YEAR 2024- 2025  
FUNDED BY SB1: THE ROAD REPAIR AND  
ACCOUNTABILITY ACT OF 2017

- 8.J Approve Agreement with the Los Angeles County Metropolitan Transportation  
Authority under the ExpressLanes Net Toll Revenue Reinvestment Grant Program  
to Deploy Weekend Service on Line 5  
**CONTACT: TRANSPORTATION**

**It was moved by Council Member Tanaka seconded by Council Member Love,  
and carried by the following roll call vote to Approve the Consent Calendar:**

**Ayes: Council Members Tanaka and Love, Mayor Pro Tem Henderson,  
Council Member Francis, and Mayor Cerda**

**Noes: None**

**Absent: None**

9. **EXCLUDED CONSENT CALENDAR**

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

10.A MAY 21, 2024 MEETING:

**ENVIRONMENTAL ASSESSMENT #16-23, CONDITIONAL USE PERMIT #9-23,  
SITE PLAN REVIEW #5-23, AND VARIANCE #1-23.**

The Planning Commission considered the request for a Conditional Use Permit,  
Site Plan Review, and Variance request to allow construction of a new public utility  
facility by the Los Angeles County Sanitation Districts, which includes the  
construction of a new 4,000 square foot building with a height of 35-feet located in  
the General Commercial (C-3) zone within the City. Project Location: 1919, 1923,  
1931 W. Artesia Boulevard.

Project Applicant: Los Angeles County Sanitation District No. 5



**Commission Action:**

The Planning Commission approved Resolution No. PC 13 -24, by a vote of 5-0, approving Conditional Use Permit #9-24, Site Plan Review #5-23, and Variance #1-23.

**City Council Action:**

Received and file or Call for Review (By way of two votes from the City Council).

***This Item was Received and Filed***

**11. ORAL COMMUNICATIONS**

- 1) Carlos Marquez, resident: came out to speak about his incident; asking for our Police Department's assistance;
- 2) Paul Randall, Director of Mama Rosa's Food Pantry: came out to speak regarding the food distribution;
- 3) Andrea Simental, Community Library Manager of the Mayme Dear Library, came out to give updates at the Mayme Dear and Masao W. Satow Libraries;
- 4) Sherelle Diggs, came out to speak on beautifying our city; gave an update about the community garden and farmer's market; and military equipment.

**11.A PUBLIC COMMENT:**

- 1) City Clerk Semenza noted for the record that a public comment came in after the Agenda had been posted. It was noted that copies were distributed, filed and made part of the record.

**12. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES**

- 12.A Presentation of the City of Gardena's Proposed Two-Year Budget for Fiscal Years 2024-2025 and 2025-2026 – ***Presentation was made by City Manager Osorio and Director of Administrative Services Ray Beeman***

Questions and comments were made by Mayor Cerda, Council Member Francis, Mayor Pro Tem Henderson, and Council Member Love.

City Manager Osorio and Director Beeman answered all questions.

***This Item was Received and Filed***

- 12.B Approval of Police Managers' Resolution No. 6670 and the First Amendment to the Employment Agreement between The City of Gardena and Michael Saffell

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Questions and comments were made by Council Member Francis.

City Manager Osorio and Director Beeman answered all questions.

**It was moved by Council Member Tanaka seconded by Council Member Love, and carried by the following roll call vote to Approve Police Managers' Resolution No. 6670 and First Amendment to the Employment Agreement between The City of Gardena and Michael Saffell:**

**Ayes: Council Members Tanaka and Love, Mayor Pro Tem Henderson, Council Member Francis, and Mayor Cerda**

**Noes: None**

**Absent: None**

**13. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT**

- 13.A PUBLIC HEARING: RESOLUTION NO. 6668, Approving a Sustainable Communities Environmental Assessment and adopting a Mitigation Monitoring and Reporting Program for the 1610 West Artesia Boulevard Project; and

RESOLUTION NO. 6668

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING A SUSTAINABLE COMMUNITIES ENVIRONMENTAL ASSESSMENT AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE 1610 WEST ARTESIA BOULEVARD PROJECT;

PUBLIC HEARING: RESOLUTION NO. 6672, Approving Site Plan Review #7-23, and Density Bonus request for the development of 300 apartment units, including 17 affordable units, in a six-story, podium apartment building at 1610 W Artesia Boulevard.

PROJECT LOCATION: 1610 W Artesia Boulevard  
APPLICANT: The Picerne Group, Inc.

RESOLUTION NO. 6672

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING SITE PLAN REVIEW #7-23, AND DENSITY BONUS REQUEST FOR THE DEVELOPMENT OF 300 APARTMENT UNITS, INCLUDING 17 AFFORDABLE UNITS, IN A SIX-STORY, PODIUM APARTMENT BUILDING AT 1610 W ARTESIA BOULEVARD.

City Manager Osorio presented the Staff Report.

There were three (3) presentations made by the following people:

- 1) Staff Presentation by Amanda Acuna, Economic Development Manager;
- 2) Consultant Presentation by Rita Garcia of Kimley Horn; and
- 3) Applicant Presentation by Greg Nakahira of the Picerne Group and Irwin Yau of TCA Architects.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions.

Mayor Cerda opened the public hearing at 10:10p.m.

PUBLIC SPEAKERS: Ray Lawson, Steven Donahue, and Evelyn Alvarado, all of Western States Carpenters Union, spoke in opposition of the project; Michael Bedernik, resident also spoke in opposition.

Questions and comments were made by all members of the Council.

Community Development Manager Acuna, Assistant City Attorney Lisa Kranitz, Kiana Graham of Kimley Horn and representatives from the Picerne Group answered all questions.

Mayor Cerda closed the public hearing at 11:04p.m.

**It was moved by Council Member Tanaka seconded by Council Member Love, and carried by the following roll call vote to Open the public hearing, receive testimony from the public, allow three (3) minutes for each speaker, and close the public hearing Adopt Resolution No. 6668, approving a Sustainable Communities Environmental Assessment and adopting a Mitigation Monitoring and Reporting Program for the 1610 West Artesia Boulevard Project; and Adopt Resolution No. 6672 , approving Site Plan Review #7-23, and Density Bonus request for the development of 300 apartment units, including 17 affordable units, in a six-story, podium apartment building at 1610 W Artesia Boulevard:**

**Ayes: Council Members Tanaka and Love, Mayor Pro Tem Henderson, Council Member Francis, and Mayor Cerda**

**Noes: None**

**Absent: None**

13.B PUBLIC HEARING: Consideration of the Proposed 50th Year CDBG Annual Action Plan for FY 2024-2025

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Mayor Cerda opened the public hearing at 11:07p.m.

Questions and comments were made by Mayor Pro Tem Henderson and Council Member Francis.

Community Development Director Greg Tsujiuchi brought up the Consultant, Esther Luis of MDG & Associates, who answered all of the Council's questions.

Mayor Cerda closed the public hearing at 11:18p.m.

**It was moved by Mayor Pro Tem Henderson, seconded by Council Member Francis, and carried by the following roll call vote to Open the public hearing, receive testimony from the public, allow three (3) minutes for each speaker, and close the public hearing and Approve the Annual Action Plan for FY 2024-2025, as presented or as may be amended by Council action:**

**Ayes: Mayor Pro Tem Henderson, Council Members Francis, Tanaka and Love, and Mayor Cerda**

**Noes: None**

**Absent: None**

**13.C Consideration of a contract with spcaLA for Animal Sheltering and Services**

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Questions and comments were made by Council Members Francis, Mayor Cerda and Council Member Love.

Community Development Director Tsujiuchi answered all questions.

**It was moved by Council Member Francis, seconded by Council Member Love, and carried by the following roll call vote to Approve the contract between the City and spcaLA for a 14-month term beginning June 1, 2024 through August 31, 2025:**

**Ayes: Council Members Francis and Love, Mayor Pro Tem Henderson, Council Members Tanaka, and Mayor Cerda**

**Noes: None**

**Absent: None**

**13.D Consideration of a 5-year agreement with Los Angeles County Animal Control for Animal Control Related Services**

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

**It was moved by Council Member Tanaka, seconded by Council Member Francis and carried by the following roll call vote to Approve 5-year agreement with Los Angeles County Animal Care and Control for animal control related services:**

**Ayes: Council Member Tanaka, Council Members Francis, Mayor Pro Tem Henderson, Council Member Love, and Mayor Cerda**

**Noes: None**

**Absent: None**

14. **DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES**

- 14.A Approve City Related Towing Services Contract Extension with RSD Tow, Inc., DBA U.S. Tow-Gardena for the period July 1, 2024 through June 30, 2027

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Questions and comments were made by Council Members Francis and Mayor Cerda.

City Manager Osorio and City Attorney Vasquez replied to her questions.

**It was moved by Council Member Love seconded by Council Member Tanaka, and carried by the following roll call vote to Approve Contract:**

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

15. **DEPARTMENTAL ITEMS – POLICE – No Items**

16. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

- 16.A Award Construction Contract for the Rosecrans Community Center Project, Chase Building Demolition Phase, JN 505, to Integrated Demolition and Remediation, inc., in the amount of \$338,000, Approve the Project Plans & Specifications, 30% Demolition Contingency and Declare California Environmental Quality Act (CEQA) Exemption.

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Questions and comments were made by Council Members Francis and Mayor Cerda.

Public Works Assistant Director and Principal Engineer Kevin Kwak answered all questions.

Director Tsujiuchi stated in addition to the CEQA exemption because this is federal, we also received NEPA exemptions; we had to go through a different environmental process; just wanted to state that for the record.

**It was moved by Council Member Francis, seconded by Mayor Pro Tem Henderson and carried by the following roll call vote to Award Construction Contract; Approve Project Plans and Specifications; Approve Construction Contingency; Declare California Environmental Quality Act (CEQA) and NEPA Exemption:**

**Ayes: Council Members Francis, Mayor Pro Tem Henderson; Council Members Tanaka and Love, and Mayor Cerda**  
**Noes: None**  
**Absent: None**

**17. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES**

17.A Approval of the Agreement between the City of Gardena and TRIO Community Meals for the provision of the Senior Community Action Meals Program (SCAMP) for July 1, 2024 - June 30, 2028. Not to exceed \$400,000 for year 1.

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Questions and comments were made by Council Member Love, Mayor Cerda, and Council Member Francis.

City Manager Osorio and Recreation & Human Services Nikki Sweeney replied to all questions.

**It was moved by Council Member Francis, seconded by Council Member Love, and carried by the following roll call vote to Approve Agreement:**

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

**18. DEPARTMENTAL ITEMS – TRANSPORTATION – *No Items***

**19. COUNCIL ITEMS – *No Items***

**20. COUNCIL DIRECTIVES**

Mayor Pro Tem Henderson

Subject: Have staff draft a Labor Standards Ordinance; was then amended by Council Member Francis to change the title to “Transparency” Ordinance; to make the same as the City of Carson.

Purpose – The City strives to protect human rights and workers’ rights;  
Reason – To attempt to eradicate labor exploitation in our community;

Benefit – By eliminating wage theft; it provides greater community income and promotes economic engine.

***Council Member Love seconded it.***

**21. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS**

- 1) A Memo regarding City of Carson Labor Standards; and
- 2) A Memo regarding the Annual Lobbyist Report for 2024

**22. COUNCIL REMARKS**

- 1) COUNCIL MEMBER FRANCIS – Firstly, she wanted to congratulate all the high school and college graduates that are graduating, and she wanted to wish them continued success as they travel on their journey. She also wanted to congratulate the Gardena Police officer awardees that attended the South Bay Medal of Valor awards ceremony, she said they make us shine and she appreciates that. She thanked Linda Barentine for her presentation of the Senior Citizens Commission. Since they were last together she attended the Art Walk, Asian-American Pacific Islander Heritage Celebration, the Kids to Park day pop-up and made it to the end of the Willows Wetland Mother's Day brunch. With summertime coming up she wanted to encourage everyone to take their kids, or if you're an adult to get involved, in our Mayme Dear Library and Satow Library summer activities and participate, as well as encouraging everyone to read more. As she always says, there's a lot of craziness going on in the world and bad news, but we have to keep the faith and just know better days are coming, it's been promised.
- 2) COUNCIL MEMBER TANAKA– Since their last gathering, he did the COG Board Meeting, had a meeting with Dr. Kahmal at Cal State University Dominguez Hills regarding their new mobility project, attended the city's Finance Committee meeting and thanked the committee for doing a great job. He presided over the retired officer James Martin's funeral services at Green Hills Cemetery. He attended the city's Art Walk program to commemorate our older Americans and Mental Health Awareness promoting meaningful relationships and social connections for mental health and well-being. He attended two soccer recognition award ceremonies at Nakaoka, the Medal of Valor awards luncheon at Torrance Marriott and he gave congratulations to all of our department recipients for doing such a great job and saving a lot of lives during their tour, the pet event at Nakaoka Center and lastly the Nisei Veterans 19 post 1961 Memorial Day program and shared that post is where his father belonged to and he also mentioned there was a great presentation by Corey Shiozaki on the Japanese Americans that served and died in the Vietnam War.
- 3) COUNCIL MEMBER LOVE – Since the last meeting she attended the City's Art Walk festival at City Hall, the South Bay Medal of Valor and congratulated the officers that brought home the awards, she commented that they took the house that day with ten officers receiving the medal of valor lifesaving award. She also attended the Public Works Week celebration, and she had the honor of being presented with an award, in which she wanted to also say congratulations to Lieutenant Cuff, as they were both presented with the awards from the Phi Theta Zeta Chapter sorority for being hometown heroes. She thanked Chief Saffell for sending an officer to accept the award on Lt. Cuff's behalf because he was out of town on training and Sergeant Dolores Searle represented very well.

- 4) MAYOR CERDA – Since the last Council Meeting she attended her monthly CCGA meeting, her monthly sanitation meeting, the funeral for our retired Gardena PD officer James Martin, our Finance Committee meeting and once again thanked our committee members for doing such a fine job and keeping our city looking good financially. She continued saying that every meeting they constantly amaze her with how well they're doing and just wanted to give them a special thanks because it's not easy handling the finances of a city and all of the documentation and the audits and so on. Every time she hears that we're getting an award for making sure we handle all sorts of best practices she's just always really proud of them. She attended contract cities in Palm Desert, the Police Department's Employee Recognition Day and she thanked all of our officers for what they do year round, the Soccer and Futsal Banquet immediately afterwards, the LA County Sanitation Personnel committee meeting, and our Public Works Week celebration. She wanted to thank them for the great job that they do and said she doesn't think they get a chance to thank them enough, we always mention about what a great job they do keeping our streets together, but there's so many other things, the graffiti, parks, all of our different buildings so hats off to them and she just really appreciates all that they do and the extra work that continues to make our city look good. She attended the medal of valor and once again, she wanted to thank the officers for going over and beyond. She also attended some prom parties for those who are graduating here in the City of Gardena, she's glad everybody had a great prom and is looking forward to all the graduations that are going to happen. She had the opportunity to address students from Kipp Generation here in Gardena and they had a lot of questions pertaining to city government.
- 5) MAYOR PRO TEM HENDERSON – Since the last meeting he attended his AQMD meeting, the Gardena Art Walk, Kids to Park pop-ups, the Gardena Police Department's employee recognition, the medal of valor awards and he congratulated all those that went above and beyond and thanked our Gardena honor guard for participating and Captain Vince Osorio for being the master of ceremony. He attended the soccer awards, the Los Angeles Southwest College black graduation and over this past Memorial Day weekend he had a chance to lead the family in honoring his maternal grandfather Elnathan Hathorn who was in the Navy as well so it was a great opportunity for him to now lead some things in his family village as now he's becoming an elder in the village so it was a high honor to be doing that.

23. **ANNOUNCEMENT(S)**

1. Citizens Leadership Academy begins Thursday, July 11, 2024 at 6:00p.m. at Nakaoka Community Center;
2. Bring It On the Boulevard Downtown Street Fair, and Ribbon Cutting for the Parking Lot, on Saturday, June 1, 2024 from 11:00a.m-2:30p.m.
3. Compost Giveaway on Saturday, June 1, 2024 at Rowley Park from 8:00a.m. to 12:00p.m.;
4. Community Budget Forum, Wednesday, June 5, 2024 at 6:00p.m. at Nakaoka Community Center;
5. Grease Lightning Dance Party on Friday, June 7, 2024 from 6:30-9:30p.m. at the Nakaoka Community Center; and
6. Gardena Dodger Day on Wednesday, June 12, 2024 at 7:10p.m.; you can purchase tickets in person at the Nakaoka Community Center.



7. **REMEMBRANCES** – *None*

8. **ADJOURNMENT**

At 12:14 a.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, June 11, 2024.

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

APPROVED:

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

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

MEMORANDUM

TO: Honorable Mayor and City Council  
FROM: City Treasurer's Office  
DATE: June 6, 2024  
SUBJECT: WARRANT REGISTER  
PAYROLL REGISTER

June 11, 2024 TOTAL WARRANTS ISSUED: \$2,354,709.65

Wire Transfer: 12695-12696, 12707-12719  
Prepay: 176256-176257  
Check Numbers: 176258-176422  
Checks Voided:

Total Pages of Register: 21

May 31, 2024 TOTAL PAYROLL ISSUED: \$1,882,956.40



Guy Mato, City Treasurer

Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12695	4/18/2024	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U47112		HEALTH INSURANCE CLAIMS	363.67
					Total :	363.67
12696	4/18/2024	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365993941162		HEALTH INSURANCE CLAIMS	13,189.11
					Total :	13,189.11
12706	4/30/2024	110385 KIMLEY-HORN AND ASSOCIATES, INC	26750326	032-00120	DEVELOPMENT SERVICES - 14600 WE	16,453.58
					Total :	16,453.58
12707	4/30/2024	110385 KIMLEY-HORN AND ASSOCIATES, INC	26833029	032-00120	DEVELOPMENT SERVICES - 14600 WE	1,051.23
					Total :	1,051.23
12708	4/30/2024	110385 KIMLEY-HORN AND ASSOCIATES, INC	27342942	032-00120	DEVELOPMENT SERVICES - 14600 WE	941.40
					Total :	941.40
12709	3/29/2024	112326 LWP CLAIMS SOLUTIONS INC.	032924		WORKERS' COMP CLAIMS	100,000.00
					Total :	100,000.00
12710	4/19/2024	112401 PINNACLE CLAIMS MANAGEMENT INC	041924		HEALTH INSURANCE CLAIMS	10,054.80
					Total :	10,054.80
12711	5/3/2024	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365990306486		HEALTH INSURANCE CLAIMS	111,799.99
					Total :	111,799.99
12712	5/3/2024	112401 PINNACLE CLAIMS MANAGEMENT INC	050624		HEALTH INSURANCE CLAIMS	86,776.15
					Total :	86,776.15
12713	5/13/2024	112326 LWP CLAIMS SOLUTIONS INC.	051324		WORKERS' COMP CLAIMS	100,000.00
					Total :	100,000.00
12714	5/13/2024	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365993015672		HEALTH INSURANCE CLAIMS	14,948.19
					Total :	14,948.19
12715	5/16/2024	112401 PINNACLE CLAIMS MANAGEMENT INC	051324		HEALTH INSURANCE CLAIMS	11,415.35
					Total :	11,415.35
12716	5/16/2024	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365995488442		HEALTH INSURANCE CLAIMS	10,310.67

Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12716	5/16/2024	112441 112441 ANTHEM BLUE CROSS LIFE &, HEALTH II (Continued)			Total :	10,310.67
12717	5/17/2024	619004 GOLDEN STATE WATER CO.	25032939	024-01066	AQUATICS & SENIOR CENTER PROJEC	184,252.00
					Total :	184,252.00
12718	5/17/2024	111016 KAISER FOUNDATION HEALTH PLAN	MAY 2024		HEALTH INSURANCE	354,177.20
					Total :	354,177.20
12719	5/24/2024	112401 PINNACLE CLAIMS MANAGEMENT INC	MAY 2024		HEALTH & LIFE INSURANCE, SERVICE	81,441.28
				023-01484		
					Total :	81,441.28
176256	6/6/2024	112882 INGLEWOOD RISING	HENDERSON 23/24		COMMUNITY PROMOTION	250.00
					Total :	250.00
176257	6/6/2024	112882 INGLEWOOD RISING	CERDA 23/24		COMMUNITY PROMOTION	500.00
					Total :	500.00
176258	6/11/2024	104606 2 BROTHERS TIRES & WHEELS	28787		PD VEHICLE TIRE SERVICES	128.00
			28822		PD VEHICLE TIRE SERVICES	88.00
			28824		PD VEHICLE TIRE SERVICES	88.00
			28861		PD VEHICLE TIRE SERVICES	88.00
			28867		PD VEHICLE TIRE SERVICES	88.00
			28873		PD VEHICLE TIRE SERVICES	22.00
					Total :	502.00
176259	6/11/2024	103164 4IMPRINT	27354959	032-00166	CODE ENFORCEMENT SUPPLIES	3,532.80
					Total :	3,532.80
176260	6/11/2024	112185 ACT NOW SIGNS	24658		PW PROGRAM SUPPLIES	487.28
					Total :	487.28
176261	6/11/2024	109073 ADAMS ASHBY GROUP	6001	023-01526	MONITORING SERVICES - SPRING PAF	5,000.00
					Total :	5,000.00
176262	6/11/2024	101748 AFTERMARKET PARTS COMPANY LLC, THE	83380304		GTRANS AUTO PARTS	382.21
				037-10275		
			83380305	037-10275	GTRANS AUTO PARTS	860.50

Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176262	6/11/2024	101748 AFTERMARKET PARTS COMPANY LLC, THE	(Continued) 83382373		GTRANS AUTO PARTS	30.43
			83384486	037-10275	GTRANS AUTO PARTS	2,533.76
			83384487	037-10275	GTRANS AUTO PARTS	178.94
					<b>Total :</b>	<b>3,985.84</b>
176263	6/11/2024	112192 AJ KIRKWOOD & ASSOCIATES	12466247	037-10294	CARD READERS FOR DISPATCH REMC	4,045.28
				037-10294		
					<b>Total :</b>	<b>4,045.28</b>
176264	6/11/2024	101122 AMERICAN RED CROSS	22691058		FIRST AID / CPR /AED TRAINING	2,963.00
					<b>Total :</b>	<b>2,963.00</b>
176265	6/11/2024	110028 ANSER ADVISORY MANAGEMENT LLC	24486	037-10228	PROJECT MGMT SUPPORT - ELECTRIF	5,545.00
					<b>Total :</b>	<b>5,545.00</b>
176266	6/11/2024	101628 AQUA-FLO SUPPLY	SI2315465		PARK MAINT SUPPLIES	85.04
					<b>Total :</b>	<b>85.04</b>
176267	6/11/2024	101459 ASBURY ENVIRONMENTAL SERVICES	I500-01066732		HAZARDOUS WASTE DISPOSAL SERVI	510.17
			I500-01069891		HAZARDOUS WASTE DISPOSAL SERVI	147.37
			I500-01073928		HAZARDOUS WASTE DISPOSAL SERVI	232.92
					<b>Total :</b>	<b>890.46</b>
176268	6/11/2024	104687 AT&T	051224		TELEPHONE	56.77
			21710891		TELEPHONE	212.24
			21757746		TELEPHONE	371.02
					<b>Total :</b>	<b>640.03</b>
176269	6/11/2024	111170 AT&T FIRSTNET	287290885074X4102024	023-01492	CITYWIDE CELL PHONE ACCT #287290	1,641.61
			287290885074X5102024	023-01492	CITYWIDE CELL PHONE ACCT #287290	1,621.61
			287293416290X5102024	023-01492	PD CELL PHONE ACCT #287293416290	2,285.28
			287298156560X4102024	023-01492	CITYWIDE CELL PHONE ACCT #287298	1,873.81
			287298156560X5102024	023-01492	CITYWIDE CELL PHONE ACCT #287298	1,907.68
					<b>Total :</b>	<b>9,329.99</b>
176270	6/11/2024	100964 AT&T MOBILITY	828667974X05162024		CM CELL PHONE ACCT #828667974	86.46

Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176270	6/11/2024	100964 100964 AT&T MOBILITY	(Continued)		<b>Total :</b>	<b>86.46</b>
176271	6/11/2024	108383 ATKINSON, ANDELSON, LOYA, RUDD & ROMC	711571 714279		PROFESSIONAL SERVICES PROFESSIONAL SERVICES	483.53 1,879.26
					<b>Total :</b>	<b>2,362.79</b>
176272	6/11/2024	110686 AZTECH ELEVATOR COMPANY	AZ18681 AZ18682	037-10244 037-10244	ELEVATOR MAINTENANCE - GTRANS ELEVATOR MAINTENANCE - GTRANS	83.33 285.00
					<b>Total :</b>	<b>368.33</b>
176273	6/11/2024	112163 BC RENTALS LLC	039123	024-01065	DOWNTOWN PARKING LOT STRIPING	5,836.00
					<b>Total :</b>	<b>5,836.00</b>
176274	6/11/2024	103641 BECNEL UNIFORMS	68920 68921 68971 69114		BUS UNIFORM SUPPLIES BUS UNIFORM SUPPLIES BUS UNIFORM SUPPLIES BUS UNIFORM SUPPLIES	516.58 416.05 389.27 109.45
					<b>Total :</b>	<b>1,431.35</b>
176275	6/11/2024	104302 BEE N' WASP NEST REMOVAL, SERVICE, LLC	958350		HONEY BEE NEST REMOVAL - 13220 V/	124.00
					<b>Total :</b>	<b>124.00</b>
176276	6/11/2024	102135 BEHRENDT, KENT	265	023-01474	IT NETWORK SUPPORT - JUNE 2024	3,400.00
					<b>Total :</b>	<b>3,400.00</b>
176277	6/11/2024	102331 BLUE DIAMOND MATERIALS	3587500		STREET MAINT SUPPLIES	513.23
					<b>Total :</b>	<b>513.23</b>
176278	6/11/2024	106064 BON AIR, INC.	001 05/14/24 002 05/24/24	024-01022 024-01022	NCC VAC UPGRADE PROJECT, JN522 NCC VAC UPGRADE PROJECT, JN522	51,300.00 103,170.00
					<b>Total :</b>	<b>154,470.00</b>
176279	6/11/2024	112759 BOYCE INDUSTRIES, INC.	67608	037-10324	BUS PRESSURE WASHER	19,316.49
					<b>Total :</b>	<b>19,316.49</b>
176280	6/11/2024	112722 BP FORD OF LONG BEACH	FOCS712746 FOCS713394 FOCS714817		2020 FORD INTRCPTR #1591740 SERVI 2021 FORD INTRCPTR #1615788 SERVI 2020 FORD INTRCPTR #1591740 SERVI	1,125.00 502.01 795.28

Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176280	6/11/2024	112722 112722 BP FORD OF LONG BEACH	(Continued)		Total :	2,422.29
176281	6/11/2024	111902 BPR CONSULTING GROUP LLC	1591	032-00144	CONSULTING SERVICES - APRIL 2024	50,660.01
					Total :	50,660.01
176282	6/11/2024	108299 CALIFORNIA PROFESSIONAL, ENGINEERING, 24-3543PR3		024-01026	CROSSWALK ON VERMONT & 133RD, \	75,443.88
					Total :	75,443.88
176283	6/11/2024	103383 CALPORTLAND	96258260 96297347		STREET MAINT SUPPLIES STREET MAINT SUPPLIES	1,778.30 1,098.54
					Total :	2,876.84
176284	6/11/2024	110538 CANNON COMPANY	88405 88407	024-00788 024-00821	STORM DRAIN CATCH BASIN SCREEN RBB ARTERIAL IMPROVEMENT PROJE	745.50 16,721.75
					Total :	17,467.25
176285	6/11/2024	803420 CARPENTER, ROTHANS & DUMONT, LAW OFF 46510			LEGAL SERVICES	4,656.88
					Total :	4,656.88
176286	6/11/2024	112876 CASSADY'S SERVICE INC.	100904		PW AUTO PARTS	2,250.00
					Total :	2,250.00
176287	6/11/2024	112867 CASSEL, CLYDE	PERMIT #50022-1347		PERMIT DEPOSIT REFUND - 16101 S	7,500.00
					Total :	7,500.00
176288	6/11/2024	108378 CHARLES E. THOMAS COMPANY INC.	110501	037-10246	DESIGNATED OPERATOR SERVICES	210.83
					Total :	210.83
176289	6/11/2024	503960 CITY OF GARDENA	TANAKA 23/24		COMMUNITY PROMOTION	500.00
					Total :	500.00
176290	6/11/2024	110215 CLEVER DEVICES LTD	PI00017077	037-09906	PURCHASE AND INSTALLATION OF GR	50,000.00
					Total :	50,000.00
176291	6/11/2024	104338 CODE PUBLISHING, INC.	GCI0014206		MUNICIPAL CODE - WEB UPDATE	1,002.00
					Total :	1,002.00
176292	6/11/2024	102388 COPYLAND, INC.	86015		REC - 11"X26" COLOR BUS CARDS	1,418.73

Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176292	6/11/2024	102388 102388 COPYLAND, INC.	(Continued)		<b>Total :</b>	<b>1,418.73</b>
176293	6/11/2024	104543 COUNTY OF LOS ANGELES	IN1342650		PUBLIC HEALTH FEE - BELL PARK	274.00
			IN1342651		PUBLIC HEALTH FEE - ROWLEY PARK	274.00
					<b>Total :</b>	<b>548.00</b>
176294	6/11/2024	103512 CRENSHAW LUMBER CO.	23322		BLDG MAINT SUPPLIES	4.43
			23370		BLDG MAINT SUPPLIES	34.29
					<b>Total :</b>	<b>38.72</b>
176295	6/11/2024	103353 CRM COMPANY, LLC.	LA24732		SCRAP TIRE DISPOSAL FEE	69.50
			LA24733		SCRAP TIRE DISPOSAL FEE	69.50
			LA24845		SCRAP TIRE DISPOSAL FEE	69.50
			LA24846		SCRAP TIRE DISPOSAL FEE	69.50
					<b>Total :</b>	<b>278.00</b>
176296	6/11/2024	107082 CXTEC INC.	7233326		RAPIDCARE HARDWARE & TAC SUPPC	155.00
					<b>Total :</b>	<b>155.00</b>
176297	6/11/2024	104736 D&R OFFICE WORKS, INC.	132120		REC OFFICE FURNITURE	2,845.00
			132121		REC OFFICE SUPPLIES	633.94
					<b>Total :</b>	<b>3,478.94</b>
176298	6/11/2024	312558 DEPARTMENT OF ANIMAL CARE, & CONTROL APRIL 2024			MONTHLY ANIMAL SERVICES - APRIL 2	235.53
					<b>Total :</b>	<b>235.53</b>
176299	6/11/2024	107461 DEPARTMENT OF HEALTH CARE, SERVICES 20-09PW			FINAL SETTLEMENT	151.93
					<b>Total :</b>	<b>151.93</b>
176300	6/11/2024	303459 DEPARTMENT OF JUSTICE	724729	035-01279	FINGERPRINT APPS - MARCH 2024	3,493.00
					<b>Total :</b>	<b>3,493.00</b>
176301	6/11/2024	312117 DEPARTMENT OF WATER & POWER	052324		LIGHT & POWER	100.04
			053024		LIGHT & POWER	70.88
					<b>Total :</b>	<b>170.92</b>
176302	6/11/2024	109416 E S SPORTS	11928		CUSTOM GRAPHICS FOR UNIT 440	50.00
			11929		CUSTOMS GRAPHICS FOR UNIT PE-8	435.20



Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176302	6/11/2024	109416 109416 E S SPORTS	(Continued)		Total :	485.20
176303	6/11/2024	105418 EMPIRE CLEANING SUPPLY	S6414871		CUSTODIAL SUPPLIES	1,593.87
			S6446562		CUSTODIAL SUPPLIES	679.78
					Total :	2,273.65
176304	6/11/2024	100055 FAIR HOUSING FOUNDATION	APRIL 2024		FAIR HOUSING SERVICES	1,521.20
					Total :	1,521.20
176305	6/11/2024	106129 FEDEX	8-481-51089		SHIPPING SERVICES	38.01
			8-488-49959		SHIPPING SERVICES	25.76
			8-495-81857		SHIPPING SERVICES	317.39
					Total :	381.16
176306	6/11/2024	106465 FOX FIRST AID & SAFETY INC	72779		PARK MAINT SUPPLIES	110.25
			72788		PARK MAINT SUPPLIES	386.98
					Total :	497.23
176307	6/11/2024	103901 FRIENDS OF GARDENA WILLOWS	TANAKA 23/24		COMMUNITY PROMOTION	250.00
					Total :	250.00
176308	6/11/2024	112566 GALLS, LLC	027577771		PD UNIFORM SUPPLIES	220.50
					Total :	220.50
176309	6/11/2024	107030 GARDENA AUTO PARTS	180075		SEWER PROGRAM SUPPLIES	-2.72
			370399		PW AUTO PARTS	150.84
					Total :	148.12
176310	6/11/2024	100942 GARDENA ELKS LODGE 1919	TANAKA 23/24		COMMUNITY PROMOTION	500.00
					Total :	500.00
176311	6/11/2024	112464 GARDENA HONDA	C58638		2017 HONDA CIVIC #1528916 SERVICE	1,977.39
					Total :	1,977.39
176312	6/11/2024	111790 GARDENA VALLEY FRIENDS OF THE, LIBRAR	TANAKA 23/24		COMMUNITY PROMOTION	250.00
					Total :	250.00
176313	6/11/2024	107011 GARDENA VALLEY NEWS, INC.	00131767	035-01325	FIREWORKS NOTICE	1,787.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176313	6/11/2024	107011 GARDENA VALLEY NEWS, INC.	(Continued)			
			00131768	035-01325	FIREWORKS NOTICE	600.00
			00142406		NOTICE OF PUBLIC HEARING	217.00
			00142407		NOTICE OF INTENT - CDBG	311.50
			00142614		SUMMARY OF ORDINANCE NO. 1865	168.00
			00142615		SUMMARY OF ORDINANCE NO. 1870	140.00
			00142616		SUMMARY OF ORDINANCE NO. 1871	168.00
			00142617		SUMMARY OF ORDINANCE NO. 1872	91.00
					<b>Total :</b>	<b>3,482.50</b>
176314	6/11/2024	107034 GARDENA WELDING SUPPLY CO INC.	95 128945		BLDG MAINT SUPPLIES	282.24
					<b>Total :</b>	<b>282.24</b>
176315	6/11/2024	619005 GAS COMPANY, THE	053024		GAS	5,157.56
					<b>Total :</b>	<b>5,157.56</b>
176316	6/11/2024	106470 GILLIG LLC	41144335	037-10270	GTRANS AUTO PARTS	76.00
			41175031	037-10270	GTRANS AUTO PARTS	870.54
			41175540	037-10270	GTRANS AUTO PARTS	1,490.08
			41178880	037-10120	GTRANS AUTO PARTS	7,938.00
					<b>Total :</b>	<b>10,374.62</b>
176317	6/11/2024	619004 GOLDEN STATE WATER CO.	052324		WATER	17,454.83
					<b>Total :</b>	<b>17,454.83</b>
176318	6/11/2024	102480 GOVERNMENTJOBS.COM, INC.	INV39987		GOVERNMENTJOBS SUBSCRIPTION R	436.65
			INV44352		INSIGHT SUBSCRIPTION RENEWAL	1,700.61
					<b>Total :</b>	<b>2,137.26</b>
176319	6/11/2024	107513 GRAINGER	9115494032		GTRANS FACILITY SUPPLIES	319.24
			9116865123		GTRANS FACILITY SUPPLIES	181.74
			9118490680		GTRANS FACILITY SUPPLIES	107.75
			9118663054		GTRANS FACILITY SUPPLIES	24.79
			9119859974		GTRANS FACILITY SUPPLIES	206.30
			9119859982		GTRANS FACILITY SUPPLIES	377.26
			9120021994		GTRANS FACILITY SUPPLIES	81.87
			9121158415		GTRANS FACILITY SUPPLIES	35.64

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176319	6/11/2024	107513 GRAINGER	(Continued) 9125075524 9126473926		GTRANS FACILITY SUPPLIES GTRANS FACILITY SUPPLIES	54.11 108.73
					Total :	1,497.43
176320	6/11/2024	104017 HALO BRANDED SOLUTIONS INC.	7298163		PW STREET MAINT SUPPLIES	562.34
					Total :	562.34
176321	6/11/2024	111484 HANNA, BROPHY, MACLEAN,, MCALEER & JET	2207211		PROFESSIONAL SERVICES	240.00
					Total :	240.00
176322	6/11/2024	106300 HARDY & HARPER, INC.	50289	024-01004	VAN NESS AVE STREET IMPROVEMENT	119,631.60
					Total :	119,631.60
176323	6/11/2024	112848 HELPING OUR PETS EDUCATION, LLC	43609		K9 PROGRAM SUPPLIES	1,050.00
					Total :	1,050.00
176324	6/11/2024	112076 HERNANDEZ, ROSA	010 5/29/24		INTERN SERVICES - 05/16-05/29/24	1,407.00
					Total :	1,407.00
176325	6/11/2024	108434 HOME DEPOT CREDIT SERVICES	0134247 0646313 1903776 2270787		CUSTODIAL SUPPLIES CUSTODIAL SUPPLIES REC PROGRAM SUPPLIES PD PROGRAM SUPPLIES	30.56 123.42 -98.51 -41.02
				G		
			2901866		PD PROGRAM SUPPLIES	-16.46
			3041740		PD PROGRAM SUPPLIES	204.35
			3353538		BUILD MAINT SUPPLIES	93.78
			3543268		BUILD MAINT SUPPLIES	116.52
			3900778		PD PROGRAM SUPPLIES	208.37
			3904743		REC PROGRAM SUPPLIES	32.78
			3905854		REC PROGRAM SUPPLIES	9.83
			4322167		PD PROGRAM SUPPLIES	8.96
			4353511		BLDG MAINT SUPPLIES	61.42
			4903132		PD PROGRAM SUPPLIES	86.20
			5288214		CUSTODIAL SUPPLIES	5.45
			5520860		JAIL PROGRAM SUPPLIES	106.23

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176325	6/11/2024	108434 HOME DEPOT CREDIT SERVICES	(Continued) 6434704 6685741 6901848 6901852 6904368 7324677 7530498 7901679 8141953 9364459 9530600 9901461		PD PROGRAM SUPPLIES PD PROGRAM SUPPLIES REC PROGRAM SUPPLIES REC PROGRAM SUPPLIES PD PROGRAM SUPPLIES STREET MAINT SUPPLIES REC PROGRAM SUPPLIES PD PROGRAM SUPPLIES REC PROGRAM SUPPLIES BUILD MAINT SUPPLIES BUILD MAINT SUPPLIES PD PROGRAM SUPPLIES	66.02 96.05 27.21 32.77 138.74 58.78 224.31 41.30 43.84 555.09 1,469.49 15.05 <b>Total : 3,700.53</b>
176326	6/11/2024	103064 ITERIS, INC.	165394	024-00971	ITS MASTER PLAN, JN517	9,482.00 <b>Total : 9,482.00</b>
176327	6/11/2024	110733 J & S PROPERTY MANAGEMENT AND, MAINTI	8338	037-10350	LANDSCAPE MAINTENANCE SERVICE	2,112.66 <b>Total : 2,112.66</b>
176328	6/11/2024	108579 J.D. FIELDS LUMBER COMPANY	10675 10719		STREET MAINT SUPPLIES STREET MAINT SUPPLIES	68.82 38.27 <b>Total : 107.09</b>
176329	6/11/2024	110356 JIMNI SYSTEMS, INC.	37202	024-01038	SEWER PROGRAM SUPPLIES	15,064.59 <b>Total : 15,064.59</b>
176330	6/11/2024	110853 JONES MAYER	120240 BAL		ATTORNEY SERVICES	418.18 <b>Total : 418.18</b>
176331	6/11/2024	112881 KELLEY, ANDREW	PERMIT #50022-1195		PERMIT DEPOSIT REFUND -18030 S D/	5,000.00 <b>Total : 5,000.00</b>
176332	6/11/2024	211429 KEMP, TAMARA	APR-MAY 2024		DANCE INSTRUCTOR	1,755.00 <b>Total : 1,755.00</b>
176333	6/11/2024	110385 KIMLEY-HORN AND ASSOCIATES, INC	27906127	032-00120	DEVELOPMENT SERVICES - 14600 WEI	1,012.01

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176333	6/11/2024	110385 110385 KIMLEY-HORN AND ASSOCIATES, INC	(Continued)		<b>Total :</b>	<b>1,012.01</b>
176334	6/11/2024	101542 KIWANIS CLUB OF GARDENA	TANAKA 23/24		COMMUNITY PROMOTION	500.00
					<b>Total :</b>	<b>500.00</b>
176335	6/11/2024	108349 KOSMONT COMPANIES	2311.8-001		CONSULTING SERVICES - RENTAL GUI	546.00
			2311.8-002		CONSULTING SERVICES - RENTAL GUI	91.00
					<b>Total :</b>	<b>637.00</b>
176336	6/11/2024	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	24050606640	024-00988	INDUSTRIAL WASTE SERVICES	4,544.47
			24050606733		MARKING/PAINTING - ROSECRANS/VEI	1,005.33
			24050606966	024-00988	TRAFFIC SIGNAL MAINT - APRIL 2024	2,078.22
					<b>Total :</b>	<b>7,628.02</b>
176337	6/11/2024	102082 L.A. COUNTY POLICE CHIEF'S, ASSOCIATION	SAFFELL 24/25		2024-2025 ANNUAL DUES	500.00
					<b>Total :</b>	<b>500.00</b>
176338	6/11/2024	112875 LAW OFFICES OF JACOB EMRANI, THE	20-09PW		FINAL SETTLEMENT	8,000.00
					<b>Total :</b>	<b>8,000.00</b>
176339	6/11/2024	112614 LAX AUTO REPAIR	19532		2021 FORD INTRCPTR #1614731 OIL CH	70.00
			19625		2022 FORD INTRCPTR #1630457 OIL CH	70.00
			19633		2015 FORD EDGE SE #7LFA743 OIL CH	70.00
			19634		2022 FORD INTRCPTR #1630468 OIL &	70.00
					<b>Total :</b>	<b>280.00</b>
176340	6/11/2024	109517 LOAD N' GO BUILDING MATERIALS	29676		STREET MAINT SUPPLIES	50.09
			29690		STREET MAINT SUPPLIES	96.99
			29691		STREET MAINT SUPPLIES	89.27
			29706		STREET MAINT SUPPLIES	124.56
			29824		STREET MAINT SUPPLIES	17.62
			29834		STREET MAINT SUPPLIES	250.22
			29847		STREET MAINT SUPPLIES	50.99
					<b>Total :</b>	<b>679.74</b>
176341	6/11/2024	105020 LPM CONSULTING, INC.	24-05-1005	037-10314	DRUG & ALCOHOL TESTING AUDIT	2,760.00
					<b>Total :</b>	<b>2,760.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176342	6/11/2024	112615 LU'S LIGHTHOUSE, INC.	01264711	037-10271	GTRANS SHOP SUPPLIES	1,513.78
			01264738	037-10271	GTRANS SHOP SUPPLIES	126.15
			01264782	037-10271	GTRANS SHOP SUPPLIES	217.11
					<b>Total :</b>	<b>1,857.04</b>
176343	6/11/2024	112326 LWP CLAIMS SOLUTIONS INC.	22476	023-01488	WORKERS' COMP CLAIMS ADMINISTR	21,286.66
					<b>Total :</b>	<b>21,286.66</b>
176344	6/11/2024	105082 MAJESTIC LIGHTING, INC.	ML87579		BLDG MAINT SUPPLIES	393.59
			ML87687		AQUATIC & SENIOR CENTER SUPPLIES	1,653.75
					<b>Total :</b>	<b>2,047.34</b>
176345	6/11/2024	113036 MANERI SIGN CO., INC.	40016290		SIGNS - 24"X18" "PUBLIC PARKING"	219.68
			40016292		SIGNS - 14"X20.5" "PARKING SIGN"	507.88
					<b>Total :</b>	<b>727.56</b>
176346	6/11/2024	104841 MAR-CO EQUIPMENT COMPANY	201002	024-01064	STREET SWEEPER REPAIRS	3,616.32
			201404		STREET SWEEPER REPAIRS	196.56
					<b>Total :</b>	<b>3,812.88</b>
176347	6/11/2024	110306 MARIPOSA LANDSCAPES, INC	107696	024-00984	MEDIAN LANDSCAPE MAINTENANCE	8,864.00
					<b>Total :</b>	<b>8,864.00</b>
176348	6/11/2024	113046 MARX BROS. FIRE EXTINGUISHER, CO., INC.	E54422		FIRE EXTINGUISHER SERVICE - CITY F	650.00
					<b>Total :</b>	<b>650.00</b>
176349	6/11/2024	113064 MCMASTER-CARR SUPPLY COMPANY	27100079		GTRANS SHOP SUPPLIES	47.17
					<b>Total :</b>	<b>47.17</b>
176350	6/11/2024	113299 MERRIMAC ENERGY GROUP	2231714	037-10260	87 OCTANE REGULAR UNLEADED FUE	33,445.50
					<b>Total :</b>	<b>33,445.50</b>
176351	6/11/2024	113299 MERRIMAC ENERGY GROUP	2230763	024-00964	87 OCTANE REGULAR UNLEADED FUE	27,713.12
					<b>Total :</b>	<b>27,713.12</b>
176352	6/11/2024	110206 MICHELIN NORTH AMERICA, INC.	DA0059076474	037-10264	GTRANS' BUS TIRE LEASE SERVICES -	6,355.78
					<b>Total :</b>	<b>6,355.78</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176353	6/11/2024	111604 MICRO ELECTRONICS, INC	13046368	023-01483	COMPUTER REPLACEMENT PARTS	4,028.98
			13077881		COMPUTER REPLACEMENT PARTS	1,875.63
			13084596		COMPUTER REPLACEMENT PARTS	2,345.63
			13088476		COMPUTER REPLACEMENT PARTS	1,369.56
					<b>Total :</b>	<b>9,619.80</b>
176354	6/11/2024	101366 MIMS, CORNELIUS C.	0000068		ENTERTAINMENT SERVICES - JUNETI	2,300.00
					<b>Total :</b>	<b>2,300.00</b>
176355	6/11/2024	110824 MIXER INK LLC	105320		PW PROGRAM SUPPLIES	79.49
			105401		PW UNIFORM SUPPLIES	2,401.25
			105552		PW PROGRAM SUPPLIES	1,843.38
			105669		ANIMAL CONTROL VEHICLE DECALS	132.30
			105801		CODE ENFORCEMENT SUPPLIES	132.30
					<b>Total :</b>	<b>4,588.72</b>
176356	6/11/2024	108572 NICHOLS, CHARLES	04/26-05/01		PORTLAND ROADEO AND CONFERENC	756.53
					<b>Total :</b>	<b>756.53</b>
176357	6/11/2024	112059 OC PUMP COMPANY	155716	024-01060	SEWAGE EJECTION SYSTEM REPAIRS	2,430.00
					<b>Total :</b>	<b>2,430.00</b>
176358	6/11/2024	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	040924	023-01486	PRE-EMPLOYMENT	265.72
			82830668	023-01486	RANDOM TESTS	1,332.00
			83050004	023-01486	RANDOM TESTS	1,571.00
			83124008	023-01486	RANDOM TESTS	650.00
			83127653	023-01486	RANDOM TESTS	276.00
					<b>Total :</b>	<b>4,094.72</b>
176359	6/11/2024	115168 OFFICE DEPOT	360004014		PD OFFICE SUPPLIES	238.46
			361757797		REC OFFICE SUPPLIES	297.97
			361759912		REC OFFICE SUPPLIES	65.91
			361855676-002		PD OFFICE SUPPLIES	32.15
			362719547		PD OFFICE SUPPLIES	63.98
			363422313		BUS OFFICE SUPPLIES	67.60
			363423739		BUS OFFICE SUPPLIES	13.10
			363426147		PD OFFICE SUPPLIES	82.89

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176359	6/11/2024	115168 OFFICE DEPOT	(Continued)			
			363426148		PD OFFICE SUPPLIES	125.34
			364547334		BUS OFFICE SUPPLIES	62.89
			364680999		BUS OFFICE SUPPLIES	65.33
			364681298		BUS OFFICE SUPPLIES	20.82
			365058833		BUS OFFICE SUPPLIES	360.65
			365061111		BUS OFFICE SUPPLIES	37.46
			365812004		PD OFFICE SUPPLIES	60.49
			366192744		PD OFFICE SUPPLIES	268.51
			367519899		PD OFFICE SUPPLIES	250.62
			367888876		BUS OFFICE SUPPLIES	53.38
			367888914		BUS OFFICE SUPPLIES	14.54
			368278506		HR OFFICE SUPPLIES	47.94
			368285134		HR OFFICE SUPPLIES	74.59
			368285135		HR OFFICE SUPPLIES	50.59
			368344648		HR OFFICE SUPPLIES	72.91
			368441131		REC OFFICE SUPPLIES	104.23
Total :						2,532.35
176360	6/11/2024	115810 ORKIN PEST CONTROL	259229026		PEST CONTROL - ACCT #27336703	313.99
			260598819		PEST CONTROL - ACCT #27336703	313.99
			260598820		PEST CONTROL - ACCT #27336703	313.99
			260598821		PEST CONTROL - ACCT #27336703	313.99
Total :						1,255.96
176361	6/11/2024	112866 PANGANIBAN, ELIZABETH	PERMIT #50023-0149		PERMIT DEPOSIT REFUND - 1908 W	5,000.00
Total :						5,000.00
176362	6/11/2024	112031 PARADISE TINTING	051324		WINDOW TINT - PD VEHICLE	140.00
Total :						140.00
176363	6/11/2024	112189 PERFECT SCORE ATHLETIC, TRAINING CENT	05/06-05/29/24		GYMNASTICS INSTRUCTOR SERVICES	10,849.50
Total :						10,849.50
176364	6/11/2024	108600 PHOENIX GROUP INFORMATION, SYSTEMS	0320241211	035-01283	PARKING CONTRACT SERVICES - MAR	59.66
			0420241211	035-01283	PARKING CONTRACT SERVICES - APR	112.96
Total :						172.62



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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176365	6/11/2024	110721 PIN CENTER, THE	0524196		CM OFFICE SUPPLIES	329.50
Total :						329.50
176366	6/11/2024	112878 PORTER, MICHELLE	RECEIPT #68058527		MAINT DEPOSIT REFUND	250.00
Total :						250.00
176367	6/11/2024	112340 PRECISION CONCRETE CUTTING	201100	024-01058	PEDESTRIAN SAFETY PROJECT, JN527	162,196.28
Total :						162,196.28
176368	6/11/2024	106092 PRUDENTIAL OVERALL SUPPLY	42929058	034-00616	SUPPLY RENTAL - MATS - PD	91.60
			42932533	037-10280	UNIFORM & SUPPLY RENTAL	336.48
			42933017	034-00616	UNIFORM & SUPPLY RENTAL	159.44
				024-01006		
			42933018	034-00616	UNIFORM & SUPPLY RENTAL	34.86
			42933019	034-00616	SUPPLY RENTAL - MATS - GTRANS	50.10
			42933020	034-00616	SUPPLY RENTAL - MATS - NCC	13.65
			42933021	034-00616	SUPPLY RENTAL - MATS - CH	19.00
			42933022	034-00616	SUPPLY RENTAL - MATS - PD	91.60
			42933023	034-00616	SUPPLY RENTAL - MATS - HS	11.60
			42934492	037-10280	UNIFORM & SUPPLY RENTAL	1,121.46
			42934557	034-00617	CUSTODIAL SUPPLIES	1,584.68
			42934558	034-00616	UNIFORM & SUPPLY RENTAL	159.44
				024-01006		
			42934559	034-00616	UNIFORM & SUPPLY RENTAL	34.86
			42934560	034-00616	SUPPLY RENTAL - MATS - GTRANS	50.10
			42936073	037-10280	UNIFORM & SUPPLY RENTAL	336.48
			42936549	034-00616	UNIFORM & SUPPLY RENTAL	159.44
				024-01006		
			42936550	034-00616	UNIFORM & SUPPLY RENTAL	34.86
			42936551	034-00616	SUPPLY RENTAL - MATS - GTRANS SHC	50.10
			42936552	034-00616	SUPPLY RENTAL - MATS - NCC	13.65
			42936553	034-00616	SUPPLY RENTAL - MATS - CH	19.00
			42936554	034-00616	SUPPLY RENTAL - MATS - PD	91.60
			42936555	034-00616	SUPPLY RENTAL - MATS - HS	11.60
			42938134	037-10280	UNIFORM & SUPPLY RENTAL	336.48
Total :						4,812.08

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176369	6/11/2024	112508 PUMPMAN SOCAL	803046	024-01063	PUMP SYSTEM BI-ANNUAL MAINT REN	3,432.50
Total :						3,432.50
176370	6/11/2024	109466 PYNN, DANA	051724		MGMT ANNUAL HEALTH BENEFIT	500.00
Total :						500.00
176371	6/11/2024	111574 RACE COMMUNICATIONS	RC1211395		FIBER INTERNET SERVICES - JUNE 20:	5,730.60
Total :						5,730.60
176372	6/11/2024	112871 RANGEL, MARIA	CIT #433125509		REFUND - CITATION OVERPAYMENT	47.00
Total :						47.00
176373	6/11/2024	100147 RCI IMAGE SYSTEMS	77486		MICROFICHE SCANNING - 1353 ROSEC	179.71
Total :						179.71
176374	6/11/2024	103072 REACH	052473		EAP SERVICES/REACHLINE NEWSLET	902.00
			062492		EAP SERVICES/REACHLINE NEWSLET	902.00
Total :						1,804.00
176375	6/11/2024	118142 REFRIGERATION SUPPLIES, DISTRIBUTOR	48502337		BLDG MAINT SUPPLIES	296.40
			48510444		BLDG MAINT SUPPLIES	-213.38
Total :						83.02
176376	6/11/2024	100836 RESOURCE BUILDING MATERIALS	3802036		STREET MAINT SUPPLIES	923.34
Total :						923.34
176377	6/11/2024	112433 RIGHTWAY HEALTHCARE, INC	INV17675	023-01485	HEALTHCARE NAVIGATION SERVICES	1,810.25
Total :						1,810.25
176378	6/11/2024	111867 RJM DESIGN GROUP	36437	034-00588	PARKS AND RECREATION MASTER PL	17,018.50
Total :						17,018.50
176379	6/11/2024	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC 855			BLDG MAINT SUPPLIES	562.28
Total :						562.28
176380	6/11/2024	112865 SAHABI DENTAL CORP	PERMIT #50022-1549		PERMIT DEPOSIT REFUND - 1721 W	7,500.00
Total :						7,500.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176381	6/11/2024	112327 SAMI'S REFEREES LLC	5/01-5/15/2024		SPORT REFEREE SERVICE	860.00
					<b>Total :</b>	<b>860.00</b>
176382	6/11/2024	119016 SAM'S CLUB	4173		PARK MAINT SUPPLIES	282.91
					<b>Total :</b>	<b>282.91</b>
176383	6/11/2024	112868 SBC/CV SOUTH BAY X, LLC, C/O CITYVIEW	PERMIT #17914		PERMIT DEPOSIT REFUND - 12888 CRE	5,000.00
					<b>Total :</b>	<b>5,000.00</b>
176384	6/11/2024	104451 SELECT ADVANTAGE	10348772 10348825		BUS OPERATOR & SUPERVISOR ASSE BUS OPERATOR ASSESSMENT SERVIC	985.00 200.00
					<b>Total :</b>	<b>1,185.00</b>
176385	6/11/2024	107006 SHAMROCK COMPANIES	2761962 2762110		STREET MAINT SUPPLIES PW MAINT SUPPLIES	63.45 25.20
					<b>Total :</b>	<b>88.65</b>
176386	6/11/2024	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8098049 8098072	035-01282 035-01282	2011 FORD CROWN VIC #1494034 SER' 2021 FORD INTRCPTR #1614730 OIL &	478.30 552.56
					<b>Total :</b>	<b>1,030.86</b>
176387	6/11/2024	119378 SMARDAN SUPPLY CO.	S4094215		BLDG MAINT SUPPLIES	48.50
					<b>Total :</b>	<b>48.50</b>
176388	6/11/2024	112516 SOUTH COAST LIGHTING & DESIGN, INC.	S-500984	024-01043	WAYFINDING PROJECT, JN507	3,781.58
					<b>Total :</b>	<b>3,781.58</b>
176389	6/11/2024	619003 SOUTHERN CALIFORNIA EDISON	053024		LIGHT & POWER	1,660.29
					<b>Total :</b>	<b>1,660.29</b>
176390	6/11/2024	108238 SPARKLETTS	15638236 051724		DRINKING WATER FILTRATION SYSTEM	43.00
					<b>Total :</b>	<b>43.00</b>
176391	6/11/2024	119548 ST. JOHN LUTHERAN CHURCH	JUNE 2024		SENIOR CITIZENS DAY CARE	1,100.00
					<b>Total :</b>	<b>1,100.00</b>
176392	6/11/2024	119010 STAPLES ADVANTAGE	6001145391 6002099936		PW OFFICE SUPPLIES REC OFFICE SUPPLIES	107.87 46.48

Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176392	6/11/2024	119010 119010 STAPLES ADVANTAGE	(Continued)		<b>Total :</b>	<b>154.35</b>
176393	6/11/2024	112505 T Y LIN INTERNATIONAL	102401024	037-10235	SOMPIS PROJECT MANAGEMENT	780.87
					<b>Total :</b>	<b>780.87</b>
176394	6/11/2024	100609 TANK SPECIALISTS OF CALIFORNIA	33677 33707		CARB VAPOR TEST CERTIFIED DESIGNATED OPERATOR S	990.00 198.00
					<b>Total :</b>	<b>1,188.00</b>
176395	6/11/2024	111487 TERACAI CORPORATION	8090833	023-01522	CISCO PHONE SYSTEM RENEWAL	19,188.00
					<b>Total :</b>	<b>19,188.00</b>
176396	6/11/2024	112879 THOMAS, RYLEE	RECEIPT #67660560		MAINT DEPOSIT REFUND	100.00
					<b>Total :</b>	<b>100.00</b>
176397	6/11/2024	110238 TIREHUB, LLC	41887027		TIRES - GY ASSUR WEATHERREADY B	700.49
					<b>Total :</b>	<b>700.49</b>
176398	6/11/2024	109775 TOMS TRUCK CENTER NORTH COUNTY	1337514	037-10281	GTRANS AUTO PARTS	4,757.05
					<b>Total :</b>	<b>4,757.05</b>
176399	6/11/2024	111990 TOWNSEND PUBLIC AFFAIRS, INC	21739	020-00051	CONSULTING SERVICES - JUNE 2024	7,000.00
					<b>Total :</b>	<b>7,000.00</b>
176400	6/11/2024	112862 TRAN, TIEN VAN	PERMIT #18100		PERMIT DEPOSIT REFUND - 14867 SPII	500.00
					<b>Total :</b>	<b>500.00</b>
176401	6/11/2024	103845 TRENCH SHORING COMPANY	20393441		RENTAL - TRENCH TOP 5'X8'	75.60
					<b>Total :</b>	<b>75.60</b>
176402	6/11/2024	105556 TRIANGLE SPORTS, INC.	42673		REC SPORTS SUPPLIES	839.87
					<b>Total :</b>	<b>839.87</b>
176403	6/11/2024	112880 TURNER, DORIS	RECEIPT #63040044		MAINT DEPOSIT REFUND	250.00
					<b>Total :</b>	<b>250.00</b>
176404	6/11/2024	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BEEMAN 05/22/24 CD 04/22/24		CAL CARD STATEMENT 04/23-05/22/24 CAL CARD STATEMENT 03/23-04/22/24	175.38 57.64

Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176404	6/11/2024	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	(Continued) CD 05/22/24 FINANCE 03/22/24	023-01520 037-10337	CAL CARD STATEMENT 04/23-05/22/24 CAL CARD STATEMENT 02/23-03/22/24	179.48 15,206.16
			HR 03/22/24 LEWIS 05/22/24 NOLAN 04/22/24 PYNN 05/22/24 SAFFELL 03/22/24 SANTOS 04/22/24 SANTOS 05/22/24 TSUJIUCHI 04/22/24 TSUJIUCHI 05/22/24		CAL CARD STATEMENT 02/23-03/22/24 CAL CARD STATEMENT 04/23-05/22/24 CAL CARD STATEMENT 03/23-04/22/24 CAL CARD STATEMENT 04/23-05/22/24 CAL CARD STATEMENT 02/23-03/22/24 CAL CARD STATEMENT 03/23-04/22/24 CAL CARD STATEMENT 04/23-05/22/24 CAL CARD STATEMENT 03/23-04/22/24 CAL CARD STATEMENT 04/23-05/22/24	801.83 2,484.29 4,352.73 1,419.58 154.88 603.76 1,914.53 2,498.51 3,735.75
					<b>Total :</b>	<b>33,584.52</b>
176405	6/11/2024	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	OROZCO 05/22/24		CAL CARD STATEMENT 04/23-05/22/24	3,347.84
					<b>Total :</b>	<b>3,347.84</b>
176406	6/11/2024	109220 U.S. BANK EQUIPMENT FINANCE	530354356		RICOH MPC4503 COPIER LEASE - CD	151.70
					<b>Total :</b>	<b>151.70</b>
176407	6/11/2024	107274 U.S. TOW, INC.	01836 01856 01857 01883 01884 01933 01951 01962 01964	037-10263 037-10263 037-10263 037-10263 037-10263 037-10263 037-10263 037-10263 037-10263	TOWING SERVICES FOR BUS #2917 TOWING SERVICES FOR DODGE PROM TOWING SERVICES FOR GOLF CART TOWING SERVICES FOR GOLF CART TOWING SERVICES FOR BUS #775 TOWING SERVICES FOR BUS #731 TOWING SERVICES FOR BUS #775 TOWING SERVICES FOR BUS #623 TOWING SERVICES FOR BUS #728	60.00 111.00 30.00 30.00 108.00 60.00 108.00 65.00 60.00
					<b>Total :</b>	<b>632.00</b>
176408	6/11/2024	107596 UNION PACIFIC RAILROAD COMPANY	90134187 90134483 90134578 90135127	024-01007 024-01001 024-01008 024-01008	ARTESIA BLVD ARTERIAL IMPVT PROJ, WESTERN AVE RR CROSSING REHAB ENGINEERING SERVICES-ARTESIA BL ENGINEERING SERVICES- ARTESIA BL	5,983.94 1,234.80 3,893.00 2,666.66

Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176408	6/11/2024	107596 107596 UNION PACIFIC RAILROAD COMPANY	(Continued)		<b>Total :</b>	<b>13,778.40</b>
176409	6/11/2024	107596 UNION PACIFIC RAILROAD COMPANY	90134977	032-00132	ENGINEERING SERVICES - 16911 S. NC	1,481.07
			90135088	024-01053	NORMANDIE RR CROSSING REHAB, JN	3,661.52
					<b>Total :</b>	<b>5,142.59</b>
176410	6/11/2024	119825 UNITED ROTARY BRUSH CORP.	CI312779		STREET SWEEPER SUPPLIES	2,928.24
			CI312780		STREET SWEEPER SUPPLIES	1,490.37
					<b>Total :</b>	<b>4,418.61</b>
176411	6/11/2024	122050 VERIZON WIRELESS	9961316690		PW CELL PHONE SERVICE	977.59
			9964614999		REC CELL PHONE SERVICE	1,150.65
					<b>Total :</b>	<b>2,128.24</b>
176412	6/11/2024	122435 VISTA PAINT CORPORATION	2024-454886-00		STREET MAINT SUPPLIES	353.31
			2024-471452-00		STREET MAINT SUPPLIES	38.19
			2024-471687-00		STREET MAINT SUPPLIES	353.31
					<b>Total :</b>	<b>744.81</b>
176413	6/11/2024	108353 WALTERS WHOLESALE ELECTRIC CO	S125377640		BLDG MAINT SUPPLIES	1,638.00
			S125394991.002		SIGNS/SIGNALS MAINT SUPPLIES	64.17
					<b>Total :</b>	<b>1,702.17</b>
176414	6/11/2024	101903 WATER TECHNIQUES	9743		DRINKING WATER SYSTEM RENTAL	45.00
					<b>Total :</b>	<b>45.00</b>
176415	6/11/2024	100212 WATKINS, RAMISI	04/26-05/01		APTA CONFERENCE & ROADEO - PER	395.45
					<b>Total :</b>	<b>395.45</b>
176416	6/11/2024	112870 WEHBE, MICHAEL	PERMIT #50023-0879		PERMIT DEPOSIT REFUND - 16218 S	7,500.00
					<b>Total :</b>	<b>7,500.00</b>
176417	6/11/2024	112737 WELLS FARGO VENDOR FINANCIAL, SERVICE	5027700212 BAL		CITYWIDE COPIER LEASE - DECEMBER	347.35
			5027872258 BAL		CITYWIDE COPIER LEASE - JANUARY 2	347.35
			5028279241 BAL		CITYWIDE COPIER LEASE - JANUARY 2	347.35
			5028658370 BAL		CITYWIDE COPIER LEASE - MARCH 20	347.35
			5029036989 BAL		CITYWIDE COPIER LEASE - APRIL 2024	347.35
			5029424751	023-01509	CITYWIDE COPIER LEASE - MAY 2024	3,307.50

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176417	6/11/2024	112737 WELLS FARGO VENDOR FINANCIAL, SERVICE	(Continued) 5029809616		CITYWIDE COPIER LEASE - JUNE 2024	3,307.50
					Total :	8,351.75
176418	6/11/2024	123050 WILLIAMS SCOTSMAN, INC.	9020767465	035-01288	MODULAR BUILDING RENTAL CPX-804	2,279.26
			9021017476	035-01288	MODULAR BUILDING RENTAL CPX-804	2,279.26
					Total :	4,558.52
176419	6/11/2024	112873 WOODRUFF	76163		LEGAL SERVICES	1,825.00
					Total :	1,825.00
176420	6/11/2024	125001 YAMADA COMPANY, INC.	84142		PARK MAINT	31.27
			84159		PARK MAINT SUPPLIES	89.53
			84190		PARK MAINT SUPPLIES	196.38
			84212		PARK MAINT SUPPLIES	184.78
			84225		PARK MAINT SUPPLIES	134.54
			84227		PARK MAINT SUPPLIES	169.90
			84229		PARK MAINT SUPPLIES	57.86
					Total :	864.26
176421	6/11/2024	110554 ZENDESK, INC.	INV11424233	023-01523	IT HELPDESK SUBSCRIPTION	6,132.00
					Total :	6,132.00
176422	6/11/2024	112874 ZOILA MONROY AND, ADKINSSON PITET	20-09PW		FINAL SETTLEMENT	71,848.07
					Total :	71,848.07
183	Vouchers for bank code : usb				Bank total :	2,354,709.65
183	Vouchers in this report				Total vouchers :	2,354,709.65

Bank code : usb

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

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 21 inclusive of the check register are accurate and funds are available for payment thereof.

By:   
Director of Administrative Services

This is to certify that the claims or demands covered by checks listed on pages 1 to 21 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

	<u>06/11/24</u>
_____ Mayor	_____ Date
_____ Councilmember	_____ Date
_____ Councilmember	_____ Date
Acknowledged:	
_____ Councilmember	_____ Date
_____ Councilmember	_____ Date





## CITY of GARDENA

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

1. Report the appointment of **DERRICK CASTLEBERRY** to the position of Code Enforcement Officer, Schedule 53 (\$6,185 - \$7,894/month) with the Community Development Department, effective May 28, 2024.
2. Report the Promotional appointment of **JESSICA ANDERSON** to the position of Senior Human Resources Analyst, Schedule 122 (\$7,950 - \$10,146/month) with the Administrative Services Department, effective May 26, 2024.
3. Report the separation of the following individuals:
  - a. **SARAH READ**, Administrative Analyst II, with the Administrative Services Department, effective May 16, 2024. Ms. Read provided 7.6 years of service to the City.
  - b. **RICARDO SANCHEZ**, Equipment Utility Worker I, with the Transportation Department, effective May 30, 2024. Mr. Sanchez provided 1.25 years of service to the City.
4. Report the leave under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave or Workers' Compensation of the following individuals:
  - a. Police Officer, **MATTHEW PECH**, of the Police Department, effective March 18, 2024.
  - b. Police Lieutenant, **ERIC HYDE**, of the Police Department, effective May 1, 2024.
5. Report the Recruitment for the Open/Competitive position of On-Demand (Micro/Paratransit) Operator (Transportation Department). This recruitment is open until filled.
6. Report the Recruitment for the Open/Competitive position of Police Officer/Lateral (Police Department). This is a continuous recruitment.
7. Report the Recruitment for the Open/Competitive position of Police Trainee (Police Department). This is a continuous recruitment.
8. Report the Recruitment for the Open/Competitive position of Recreation Leader I/II (Recreation and Human Services Department). This is a continuous recruitment.
9. Report the Recruitment for the Open/Competitive position of Relief Bus Operator Trainee (Transportation Department). This is a continuous recruitment.
10. Report the Recruitment for the Open/Competitive position of Transit Mechanic (Transportation Department). This recruitment is open until filled.
11. Report the Recruitment for the Open/Competitive position of Transportation Operations Supervisor (Transportation Department). This recruitment is open until filled.

12. Report the Recruitment for the Open/Competitive position of Deputy City Treasurer (Administrative Services Department). This recruitment is open until filled.



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 8.E  
Section: CONSENT CALENDAR  
Meeting Date: June 11, 2024

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

AGENDA TITLE: Approval of Annual Membership and Reserve Assessment Dues in the amount of \$82,944.34 for Fiscal Year 2023-2024 and \$168,083 for Fiscal Year 2024-2025 for the City's Participation in the Interoperability Network of the South Bay Joint Powers Agreement

**CONTACT: ADMINISTRATIVE SERVICES**

**COUNCIL ACTION REQUIRED:**

**RECOMMENDATION AND STAFF SUMMARY:**

As per Resolution No. 6227, which in 2016 authorized a Joint Powers Agreement (JPA) to establish a Joint Powers Agency to create a Wide-Area Interoperable Public Safety Communications Network, called the Interoperability Network of the South Bay (INSB) and included (7) seven member cities Gardena, El Segundo, Hawthorne, Hermosa Beach, Manhattan Beach, Redondo Beach and Torrance. The JPA's primary operational goal is to maintain a regional, interoperable radio system to be shared by its members. As a member of this JPA the City of Gardena is subject to an annual membership and reserve assessment dues.

Staff recommends that the City Council approve the costs associated with the INSB JPA Membership Assessment for Fiscal Year 2023-2024 in the amount of \$82,944.34 and for Fiscal Year 2024-2025 in the amount of \$168,083 (Both invoices were received in May 2024). For Fiscal Year 2024-2025, the primary reason for the increase in INSB costs is a Special Assessment of \$92,214 for a capital project.

**FINANCIAL IMPACT/COST:**

General Fund: \$82,944.34 for Fiscal Year 2023-2024 and \$168,083 for Fiscal Year 2024-2025

**ATTACHMENTS:**

[FY 23-24 City of Gardena INSB.pdf](#)

[FY 24-25 City of Gardena INSB.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

---

Clint Osorio, City Manager



CUSTOMER #	INVOICE #	BILLING DATE	DUE DATE	TOTAL DUE
19166	2023-00152442	04/11/2023	07/01/2023	\$82,944.34

Description : INTEROPERABILITY NETWORK OF THE SOUTH BAY JPA

Type : Misc Billing

t/s CITY OF GARDENA  
FINANCE DEPARTMENT  
1700 W. 162ND ST.  
GARDENA, CA 90247-3731

Mail to:  
City of Torrance  
Revenue Division  
3031 Torrance Boulevard  
Torrance, CA 90503

DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

KEEP THIS PORTION FOR YOUR RECORDS

t/s CITY OF GARDENA  
FINANCE DEPARTMENT  
1700 W. 162ND ST.  
GARDENA, CA 90247-3731

Description: INTEROPERABILITY NETWORK OF THE SOUTH BAY JPA

Reference: INTEROPERABILITY NETWORK OF THE SOUTH BAY JPA (FY 2023-2024);  
MEMBERSHIP ASSESSMENT \$16,438.33; SPECIAL ASSESSMENT \$28,571.40; RESERVES  
ASSESSMENT \$37,934.61

Description	Comments	Qty	Unit Price	Total Price
Fees		1	\$82,944.3400	\$82,944.34

CUSTOMER #	INVOICE #	BILLING DATE	DUE DATE	CHARGES
19166	2023-00152442	04/11/2023	07/01/2023	\$82,944.34

**Pay your bill online by visiting:**

**<http://www.torranceca.gov/e-payments>**

Bill Type: Other Invoice  
Customer Number: 19166  
Invoice Number: 2023-00152442



CUSTOMER #	INVOICE #	BILLING DATE	DUE DATE	TOTAL DUE
30434	2024-00152383	05/22/2024	06/22/2024	\$168,083.00

Description : INTEROPERABILITY NETWORK OF THE SOUTH BAY JPA

Type : Misc Billing

CITY OF GARDENA  
FINANCE DEPT  
1700 WEST 162ND ST  
GARDENA, CA 90247

Mail to:  
City of Torrance  
Revenue Division  
3031 Torrance Boulevard  
Torrance, CA 90503

DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

KEEP THIS PORTION FOR YOUR RECORDS

CITY OF GARDENA  
FINANCE DEPT  
1700 WEST 162ND ST  
GARDENA, CA 90247

Description: INTEROPERABILITY NETWORK OF THE SOUTH BAY JPA

Reference: INTEROPERABILITY NETWORK OF THE SOUTH BAY JPA (FY 2024-2025);  
MEMBERSHIP ASSESSMENT \$25,290; SPECIAL ASSESSMENT \$92,214; RESERVES  
ASSESSMENT \$50,579

Description	Comments	Qty	Unit Price	Total Price
Fees		1	\$168,083.0000	\$168,083.00

CUSTOMER #	INVOICE #	BILLING DATE	DUE DATE	CHARGES
30434	2024-00152383	05/22/2024	06/22/2024	\$168,083.00

Pay your bill online by visiting:

<http://www.torranceca.gov/e-payments>

Bill Type: Other Invoice  
Customer Number: 30434  
Invoice Number: 2024-00152383



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 8.F  
Section: CONSENT CALENDAR  
Meeting Date: June 11, 2024

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

AGENDA TITLE: Approval of Annual/Periodic Event and Renewal of Bingo Permit - Gardena Buddhist Church Obon Festival

**CONTACT: COMMUNITY DEVELOPMENT**

**COUNCIL ACTION REQUIRED:**

**RECOMMENDATION AND STAFF SUMMARY:**

On April 18, 2024, the Community Development Department received the application for a annual/periodic event permit from the Gardena Buddhist Church for their annual Obon Festival to be held, Saturday and Sunday, August 3 and 4, 2024, between the hours of 3:00pm and 9:00pm, at its premises, 1517 W. 166th Street. In addition to their request for an annual event permit, the applicants submitted a request to renew their Bingo Permit to allow games at the festival. Attached for the City Council's consideration is the application for the event, departmental memorandums with recommended conditions, and inspections and/or investigation reports.

Staff respectively recommends that the City Council issue the annual/periodic event permit with the conditions set forth by each department and renewal of the Bingo Permit.

**FINANCIAL IMPACT/COST:**

**ATTACHMENTS:**

[Application\\_Redacted.pdf](#)

[Police Memo.pdf](#)

[Planning Memo.pdf](#)

[LA County Fire Memo.pdf](#)

APPROVED:

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Clint Osorio, City Manager



**DEPARTMENT of COMMUNITY DEVELOPMENT**1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / [WWW.CITYOFGARDENA.ORG](http://WWW.CITYOFGARDENA.ORG) / PHONE (310) 217-9530

## Special Event Permit Application

The undersigned hereby makes application to the City of Gardena, as required under the provisions of the Gardena Municipal Code Section 5.04.160 to engage in the special event described below. Please check the appropriate special event permit you are applying for:

☒ ~~Annual/Periodic Event~~ *OBON Festival* ☐ Other \_\_\_\_\_  
☒ Circus/Carnival *HA*

### Section 1

Business Name GARDENA BUDDHIST CHURCH	Phone No.
Business Address 1517 W. 166TH STREET GARDENA, CA 90247	
Name of Applicant SHARYL YAMADA (EVENT CO-CHAIRPERSON)	
Applicant is: <input type="checkbox"/> An Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Association <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other: NON-PROFIT	

### Section 2

If the applicant is an individual, complete the following personal information about the applicant.

Residence Address		Phone No.
Business Address		
Driver's License No.	Date of Birth	Social Security No.

### Section 3

If the applicant is not an individual then complete the following information about each principal officer of the corporation, or each director of the association, or each partner of a partnership. Please list each stockholder owning more than 10% of the stock of the corporation (attach a separate sheet if necessary)

Name SHARYL YAMADA	Title OBON CO-CHAIRPERSON
Business Address 1517 W. 166TH STREET GARDENA CA 90247	
Title or Nature of Interest EVENT/OBON CO CHAIRPERSON	



Name		Title
Residence Address		
Business Address		
Title or Nature of Interest		
Driver's License No.	Date of Birth	Social Security No.

#### Section 4

Event Title <b>OBON FESTIVAL</b>		
Describe the proposed event in detail 2 DAY EVENT ON SATURDAY, AUGUST 3 AND SUNDAY, AUGUST 4, 2024 WHICH WE WILL HAVE FOOD BOOTHS, GAMES AND JAPANESE FOLK DANCING IN THE STREET. REQUESTING HALLDALE AVENUE STREET (BETWEEN GARDENA BLVD & 166th STREET) CLOSURE FOR THE EVENT.		
Admission NONE		
Anticipated Attendance: Total 2000	Per Day 1000	Anticipated Participants 1000
Location Description ON PROPERTY OF GARDENA BUDDHIST CHURCH AND ON HALLDALE AVE (STREET TO THE EAST OF PROPERTY)		
Is this an Annual Event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If yes, how many years has this event been held? 75+
Number of Amusement Devices (if applicable, attach a location list)		

Additional Elements (Check all that apply):

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Amplified Sound     | <input checked="" type="checkbox"/> Games/Rides | <input checked="" type="checkbox"/> Restrooms  |
| <input checked="" type="checkbox"/> Street/Lane Closure | <input checked="" type="checkbox"/> Barricades  | <input type="checkbox"/> Alcohol Consumption   |
| <input type="checkbox"/> Tent                           | <input checked="" type="checkbox"/> Food Sales  | <input checked="" type="checkbox"/> Dance      |
| <input type="checkbox"/> Generator/Electrical Source    | <input type="checkbox"/> Animals                | <input type="checkbox"/> Signs/Banners Vendors |
| <input type="checkbox"/> Other _____                    |   |  |

Describe where you will be parking the vehicles for the event ATTENDEES WILL PARK IN THE CHURCH PARKING LOT ON THE SOUTH EAST CORNER OF 166TH AND HALLDALE AND ON THE CITY STREETS. ADDITIONALLY, WE ARE REQUESTING THAT OUR ATTENDEES BE ABLE TO PARK IN THE CITY HALL/LIBRARY PARKING LOT LOCATED ON GARDENA BLVD.
---

Describe how you will clean-up after the event WE WILL CLEAN THE STREET (HALLDALE AVE) AFTER OUR DANCE. WE WILL HAVE TRASH CANS PLACED THROUGHOUT THE CHURCH FACILITY AND ON HALLDALE AVE STREET FOR THE DANCE PARTICIPANTS AND THE SPECTATORS.			
Date/Time (for each day)	Date	Time	Day of the Week
Setup	7/31/2024	6:00 PM	WEDNESDAY
Event Starts	8/3 & 8/4 2024	3:00 PM	SAT/SUN
Event Ends	"8/3 - 8/4/24"	9:00 PM	SAT/SUN
Dismantle	8/5/2024	5:00 PM	MONDAY
<b>Private Security</b>			
Name of Firm GARDENA POLICE DEPARTMENT ( SEE ATTACHED SUPPLEMENTAL EMPLOYMENT REQUEST FOR GPD SERVICES)			
Address 1718 W. 162ND STREET GARDENA, CA 90247			
Contact Person		Phone No.	
License No.	Number of Guards <sup>2</sup>	Armed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Explain in detail any past experience applicant(s) have had in connection with the proposed event GBC HAS HOSTED THIS COMMUNITY EVENT FOR 75+ YEARS. CHAIRPERSONS HAVE BEEN ACTIVE CHURCH MEMBERS FOR MANY YEARS & HAVE COORDINATED VARIOUS CHURCH ACTIVITIES INCLUDING THE OBON DANCE IN 2022 & THE OBON FESTIVAL IN 2023.			
Name, address, and phone numbers of each person who will have authority or control over the proposed event and their job title:			
SHARYL YAMADA		NADINE KAKIMOTO	
		EVENT CHAIRPERSONS	
Name and phone number of emergency contact person SHARYL YAMADA			
Has any permit ever been revoked or denied applicant in the past? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain in detail the circumstances of such revocation or denial and give name and address of the governmental agency:			
Mailing address where any required notice should be sent GARDENA BUDDHIST CHURCH 1517 W. 166TH STREET GARDENA, CA 90247			



A detailed site plan/route map (drawn to scale or dimension) of your premises must be attached to this application, which clearly shows the layout of the event and the event's location. The plan is to be submitted on an 8 1/2" x 11" sheet of paper. The layout must show the location of the requested event with street names and/or area names and related equipment, as well as the other pertinent features of the event, such as seating (scaffolding and/or bleachers), stages, exits, street/lane closures with the direction of the traffic, ride areas, fences and/or barricades, equipment, cooking areas, generators and other sources of electricity, temporary structures, and all other event components and fixtures not already listed.

The undersigned applicant understands that the application may be considered by the City Council or by the Community Development Director only after full investigation and report has been made by the Police, Fire, Building & Safety, Planning, and Health Departments of the City of Gardena.

The undersigned applicant understands and agrees that any business or activity conducted or operated under any permit and license issued under the application, must and shall be operated in full conformity with all laws of the State of California and the laws and regulations of the City of Gardena applicable thereto, and that any violation of any such laws or regulations in said place of business, or in connection therewith, shall render any permit and license therefore subject to cancellation or revocation, pursuant to Section 5.04.160(I) or Section 5.04.240 of the Gardena Municipal Code.

I, SHARYL YAMADA declare under penalty of perjury that the statements contained in the attached Application for Special Business Activity Permit are true and correct to the best of my knowledge and belief and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue or revocation of a permit and/or license hereunder.

Signature of Applicant(s) <u>Sharyl Yamada</u>	Date <u>4/15/2024</u>
Print Name SHARYL YAMADA	

#### City Use Only

##### Documents Required:

- ☐ Department of Justice Permit
- ☐ ABC License with Conditions
- ☒ Insurance Certificate
- ☐ Bond
- ☐ Temporary Use Permit
- ☐ Conditional Use Permit

Received \_\_\_\_\_  
Received \_\_\_\_\_  
Received 4.18.24  
Received \_\_\_\_\_  
Received \_\_\_\_\_  
Received \_\_\_\_\_

### Action Check List

Event Element	Inspection Required	Action Required
<input type="checkbox"/> Sound Permit		
<input type="checkbox"/> No Parking		
<input type="checkbox"/> Lane Closure		
<input checked="" type="checkbox"/> Street Closure		Traffic P.D.
<input checked="" type="checkbox"/> Barricades		Public Work
<input type="checkbox"/> Tent		
<input type="checkbox"/> Vendors		
<input type="checkbox"/> Food Preparation		
<input type="checkbox"/> Cooking Equipment		
<input type="checkbox"/> Notifications		
<input type="checkbox"/> Insurance Certificate		
<input type="checkbox"/> Generator		
<input type="checkbox"/> Games/Rides		
<input type="checkbox"/> Restrooms		
<input type="checkbox"/> Parks		
<input type="checkbox"/> Repeat Event		
<input type="checkbox"/> Animals		
<input type="checkbox"/> Private Property		
<input type="checkbox"/> Public Property		
<input type="checkbox"/> Stages, rings, cages		
<input type="checkbox"/> Inflatables/balloons (over 15 ft height)		
<input type="checkbox"/> Temp fencing over 7 ft		
<input checked="" type="checkbox"/> Other <i>Bingo Permit</i>		To be Council approved

*access to City Parking lot*

*Public Works*



**DEPARTMENT of COMMUNITY DEVELOPMENT**1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / [WWW.CITYOFGARDENA.ORG](http://WWW.CITYOFGARDENA.ORG) / PHONE (310) 217-9530

## Bingo License Application

Pursuant to the Gardena Municipal Code (GMC) Section 5.16.020, the game of bingo shall not be allowed, played, or conducted except pursuant to a license obtained from the City in the manner provided in this Chapter.

Name of Applicant/Organization (attach statement that applicant is an eligible organization under Section 5.16.030) <b>GARDENA BUDDHIST CHURCH</b>	
Address Where Bingo Games are to be Held <b>1517 W. 166TH STREET GARDENA, 90247</b>	
Occupancy Capacity <b>200</b>	Length of Time Applicant has Occupied Premises <b>75+ YEARS</b>
Days and Hours Bingo is to be Conducted <b>OBON FESTIVAL 8/3 &amp; 8/4, 2024. 4:00 - 9:00 pm. Annual License to cover other Bingo events during the year</b>	
Length of Time Applicant has Conducted Operations in the City <b>75+ YEARS</b>	
Name and Address of Legal Property Owner <b>GARDENA BUDDHIST CHURCH 1517 W. 166TH STREET GARDENA, CA 90247</b>	

If granted a license, the applicant agrees to conduct bingo games in strict accordance with the provisions of Section 326.5 of the Penal Code of the State and this chapter, as they may be amended from time to time, and agrees that the license to conduct bingo games may be revoked by the City Manager upon the violation of any such provisions.

Where applicable, the applicant shall also submit with its application the appropriate documentation from the exemption division of the Franchise Tax Board of the State showing exemption.

We hereby declare under penalty of perjury that the foregoing is true and correct and that the applicant(s) agrees to comply with all conditions imposed with the issuance of this license.

Signature of Officer <i>Sharyl Yamada</i>	Date: <i>4/15/2024</i>
Address <b>1517 W. 166TH STREET GARDENA, CA 90247</b>	
Signature of Officer	Date:
Address	



## GARDENA BUDDHIST CHURCH

1517 WEST 166TH STREET  
GARDENA, CALIFORNIA 90247-4737  
(310) 327-9400

[HTTPS://WWW.GARDENABUDDHISTCHURCH.ORG/](https://www.gardenabuddhistchurch.org/)

April 16, 2024

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

To whom it may concern:

The Gardena Buddhist Church is submitting our application for our Annual Obon Festival which is scheduled for Saturday, August 3 and Sunday, August 4, 2024 from 3:00 – 9:00 pm each day. Our Festival will be similar to our previous events with food booths, games and Japanese Folk Dancing. Enclosed are the following documents that we are submitting to process our permit request:

1. Application for Special Event Permit
2. Bingo License Application
3. Supplemental Employment Proposal (**please deliver a copy to the Gardena Police Dept**)
4. Map/layout of the Festival's activities
5. Certificate of Liability Insurance
6. A check in the amount of \$1,157.00 which constitutes payment as follows:
  - \$449.00 Special Event Permit Fee
  - \$708.00 Bingo Permit Renewal Fee

### **STREET CLOSURE**

We are requesting the street closure of Halldale Ave between Gardena Blvd and 166<sup>th</sup> St from 12:00 noon and 10:00 pm both nights to accommodate our dance circle.

- \* In addition, we are requesting access to the City Parking Lot located adjacent/immediately East to the Gardena Dear Library on Gardena Blvd. We would like to ensure that if one of our attendees parks in the lot during the event, they would not be ticketed. Please advise if this is a possibility and if I need to submit additional paperwork.

Once the Supplemental Employment Proposal is approved and a cost is assigned, we will submit a second check to cover these expenses. Please send the final invoice to my attention at the above address.

If you have any questions or require further information, please contact me directly at (310) 383-6425. I can also be reached via email at [Obon@gardenabuddhistchurch.org](mailto:Obon@gardenabuddhistchurch.org)

I look forward to working with you. Thank you for your support in making our Obon Festival a successful event for the community.

Sharyl Yamada

Obon 2024 Co-Chairperson

*Proposal letter*







**MEMORANDUM**  
DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Police Department, Fire Department  
Planning Division  
FROM: Greg Tsujiuchi, Director  
SUBJ: Department Inspection & Investigation  
Request

DATE: April 23, 2024  
REF: Special Event Permit 2024  
CC:

**Type of Application:** Special Event Permit  
**Business:** Gardena Buddhist Church  
**Owner:** Sharyl Yamada  
**Location:** 1517 W. 166<sup>TH</sup> Street  
Gardena, CA 90247  
**Request Approval to:** Obon Festival Event

**Background:**

Attached for your review is a request from Gardena Buddhist Church, located at 1517 West 166<sup>th</sup> Street, Gardena, requesting administrative approval to hold their Annual Obon Festival on Saturday and Sunday, August 3<sup>rd</sup> and 4<sup>th</sup> 2024. In addition, the applicant is also requesting a Bingo Permit to conduct bingo games to be approved by the city council.

Please note the applicant is also requesting the posting of "Temporary No Parking" signs on Friday, August 2, 2024, and closure of Halldale Avenue between Gardena Blvd and 166<sup>th</sup> Street from 12:00 noon to 10:00 p.m. both Saturday and Sunday, August 3<sup>rd</sup> and 4<sup>th</sup>, 2024, to hold festival folk dancing. Additionally, for attendee parking, they would like access to the city parking lot located east of the Gardena Dear Library during the event.

Please conduct the necessary inspections and/or investigation and reply by **May 7, 2024**.

Your prompt attention to this matter is greatly appreciated so that we can dispose of the matter.

**Department Response**

**Name of Department:**

*Police*

Complaints have been received in the past regarding this location (if yes, see attached information): ☐ Yes ☐ No

☐ Recommend Approval

☒ Recommend Approval with  
Additional Conditions (see List of  
Conditions)

☐ Recommend Denial – See  
comments below/attached Memo.

☐ Comments (Please list conditions/comments here or attach a separate memo)

Department Signature

*[Signature]*  
5/1/24

Date





## MEMORANDUM

GARDENA POLICE DEPARTMENT

To: Michael Saffell  
Chief of Police

DATE: May 1<sup>st</sup>, 2024

FROM: Chris Mendez  
SIU Detective *CM*

REF:

SUBJ: Special Event Permit (Obon Festival)

CC: Chain of Command

Per Gardena Municipal Code Chapter 5.04.160 and 5.32.070, the Gardena Police Department recommends that the City Council approves the **Special Event and Bingo Permits** for Gardena Buddhist Church to hold their Annual Obon Celebration based on the following results:

- On April 15<sup>th</sup>, 2024, a completed Special Event Permit/ Bingo Permit Request application was submitted to the City of Gardena Community Development Department by Sharyl Yamada, the Owner in charge of the Gardena Buddhist Church at 1517 W 166<sup>th</sup> St in Gardena.
- Sharyl Yamada's background was checked using DMV, WANTS, Tiburon, and Mark43 databases and those results were negative.
- There have not been any Mark 43 police reports taken by Gardena PD at the location since 2019, nor were there any reports directly associated with the business or Sharyl Yamada.
- A calls-for-service check was completed on May 1<sup>st</sup>, 2024. There were 4 recent calls for service since 2022 directly associated with the address of the church. The calls for service were related to an abandoned vehicle parked in front of the location, an illegally parked vehicle, and 2 audible alarms. The business was the reporting party in all incidents.
- A business check of Gardena Buddhist Church was conducted on the CA Secretary of State website. Gardena Buddhist Church is in "Good" standing in all areas and listed Alan Miwa as the current Agent.
- The Gardena Buddhist Church has been operating at the location for approx. 75+ years and has been issued a permit for this event in past years.
- The Gardena Buddhist Church will be providing parking for attendees of the event inside their private parking lot and overflow parking will be on surrounding residential streets.
- The Gardena Buddhist Church is also requesting a Bingo Permit, which they have been approved for in past Obon Celebrations.

*CMR*



## MEMORANDUM

GARDENA POLICE DEPARTMENT

**TO:** Mike Saffell  
Chief of Police

**DATE:** April 29, 2024

**FROM:** Daniel Guzzo  
Traffic Sergeant

**REF:**

**SUBJ:** Obon Festival  
Supplemental Employment

**CC:** Chain of Command

---

On August 3<sup>rd</sup> and 4th, 2024, the Gardena Buddhist Church will be hosting their Obon Festival. The event will consist of canopies with food booths, games, Japanese dancing, and bingo games. All activities will take place on church property.

After our review and speaking with the event coordinator (Sharyl Yamada), we believe the event will need one officer for road closures and one officer for inside security. See attached supplemental employment form.



# MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Police Department, Fire Department  
Planning Division  
FROM: Greg Tsujiuchi, Director  
SUBJ: Department Inspection & Investigation  
Request

DATE: April 23, 2024  
REF: Special Event Permit 2024  
CC:

**Type of Application:** Special Event Permit  
**Business:** Gardena Buddhist Church  
**Owner:** Sharyl Yamada  
**Location:** 1517 W. 166<sup>TH</sup> Street  
Gardena, CA 90247  
**Request Approval to:** Obon Festival Event

## Background:

Attached for your review is a request from Gardena Buddhist Church, located at 1517 West 166<sup>th</sup> Street, Gardena, requesting administrative approval to hold their Annual Obon Festival on Saturday and Sunday, August 3<sup>rd</sup> and 4<sup>th</sup> 2024. In addition, the applicant is also requesting a Bingo Permit to conduct bingo games to be approved by the city council.

Please note the applicant is also requesting the posting of "Temporary No Parking" signs on Friday, August 2, 2024, and closure of Halldale Avenue between Gardena Blvd and 166<sup>th</sup> Street from 12:00 noon to 10:00 p.m. both Saturday and Sunday, August 3<sup>rd</sup> and 4<sup>th</sup>, 2024, to hold festival folk dancing. Additionally, for attendee parking, they would like access to the city parking lot located east of the Gardena Dear Library during the event.

Please conduct the necessary inspections and/or investigation and reply by **May 7, 2024**.

Your prompt attention to this matter is greatly appreciated so that we can dispose of the matter.

## Department Response

Name of Department:

Planning

Complaints have been received in the past regarding this location (if yes, see attached information): ☐ Yes ☐ No

☐ Recommend Approval

☒ Recommend Approval with  
Additional Conditions (see List of  
Conditions)

☐ Recommend Denial – See  
comments below/attached Memo.

☒ Comments (Please list conditions/comments here or attach a separate memo)

Division Signature

*Handwritten signature*

Date

4/26/24





# MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Amanda Acuna, Community Development Manager      DATE: April 26, 2024

FROM: Kevin La, Planning Assistant *hkh*      REF: Carnival/Festival Permit and  
Bingo License 2024

SUBJ: Gardena Buddhist Church Obon Celebration      CC:

Project Location: 1517 W. 166<sup>th</sup> St.

The Planning Division is recommending approval of a carnival/festival permit and bingo license for the annual Obon Celebration, for the Gardena Buddhist Church, to be held on Saturday and Sunday, August 3-4, 2024, between the hours of 3:00 pm to 9:00 pm. This year, the event will host Japanese Folk Dancing, food booths, and various games, including bingo, on the property of 1517 W. 166<sup>th</sup> St. and the street of Halldale Ave. between Gardena Blvd. and 166<sup>th</sup> St. The carnival/festival permit and bingo license is subject to approval provided that the following conditions of approval are met:

### Carnival/Festival Permit Conditions of Approval

1. The Applicant shall contact the Los Angeles County Fire Department one week prior to the event to schedule an inspection and complete all necessary forms. A fire safety inspection shall be conducted, and approval of the inspection is required prior to the start of the event.
2. The Applicant shall contact the City of Gardena Community Development Department at (310) 217-9530, 48 hours prior to the event to schedule an inspection after the site is set up, but prior to the commencement of any activities. Please note that any electrical work, with the exception of plug-in, will require an electrical permit obtained by a licensed electrical contractor.
3. The Applicant shall have all fire and building safety inspections conducted and approved prior to the start of the event.
4. The Applicant shall obtain approval for any street closures and temporary street signs from the City's Police Department prior to the start of the event.
5. The Applicant shall contact the Health Department and obtain all required permits prior to the start of the event.
6. All canopies and temporary structures must be constructed using fire resistive fabric, as approved by California State Fire Marshal.
7. All canopies and temporary structures must be structurally sound and secured and meet all State, Building, and Fire codes (Assume winds of 80 MPH).
8. The Applicant shall ensure that the driveway is kept clear for emergency vehicles.
9. The Applicant shall ensure that adequate temporary parking will be provided in order to accommodate the vehicle traffic generated by the temporary use or event, either on-site or at alternate locations acceptable to the review authority.
10. The Applicant shall deploy trash receptacles at various locations of the event.
11. The Applicant shall properly dispose of trash at the end of the event (in closed trash bins or containers).
12. The Applicant shall ensure that coals used in the preparation of food shall be properly disposed of (viz., after "cool-down," placed in metal containers for subsequent curbside refuse collection.)

13. The Applicant shall sweep the outdoor area at the end of the day.
14. The Applicant shall cover all on-site drop-inlet catch basins.
15. The Applicant shall use damp or dry-cleaning techniques to clean outdoor surface areas (if hose water must be applied runoff must not leave the site and enter curb and gutter).
16. The Applicant shall use covered sandbags in catch basins in the public right-of-way to prevent the entry of wash water and other impermissible non-stormwater discharges from the event area.
17. The Applicant shall keep the subject property in a neat, clean, and orderly manner at all times.
18. The Applicant shall return the property to its original condition at the conclusion of each event.

Pursuant to Gardena Municipal Code Section 18.60.060, carnivals and parades are exempt from the provisions of a temporary use permit ("TUP") when the event does not exceed three days in duration. The Annual Obon Carnival takes place over two days; therefore, approval of a TUP is not required.

### **Bingo License Conditions of Approval**

1. The Applicant shall comply with all provisions of the Gardena Municipal Code within Chapter 5.16
2. The Applicant shall only host bingo games for the applied dates of August 3<sup>rd</sup> to August 4<sup>th</sup>, 2024, from 3:00 PM to 9:00 PM.
3. Modifications and/or renewal of the bingo license shall be filed with the Gardena Business License Division and will be reviewed by the Gardena City Council for approval.



# MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Police Department, Fire Department  
Planning Division  
FROM: Greg Tsujiuchi, Director  
SUBJ: Department Inspection & Investigation  
Request

DATE: April 23, 2024  
REF: Special Event Permit 2024  
CC:

Type of Application: Special Event Permit  
Business: Gardena Buddhist Church  
Owner: Sharyl Yamada  
Location: 1517 W. 166<sup>TH</sup> Street  
Gardena, CA 90247  
Request Approval to: Obon Festival Event

## Background:

Attached for your review is a request from Gardena Buddhist Church, located at 1517 West 166<sup>th</sup> Street, Gardena, requesting administrative approval to hold their Annual Obon Festival on Saturday and Sunday, August 3<sup>rd</sup>, and 4<sup>th</sup> 2024. In addition, the applicant is also requesting a Bingo Permit to conduct bingo games to be approved by the city council.

Please note the applicant is also requesting the posting of "Temporary No Parking" signs on Friday, August 2, 2024, and closure of Halldale Avenue between Gardena Blvd and 166<sup>th</sup> Street from 12:00 noon to 10:00 p.m. both Saturday and Sunday, August 3<sup>rd</sup>, and 4<sup>th</sup>, 2024, to hold festival folk dancing. Additionally, for attendee parking, they would like access to the city parking lot located east of the Gardena Dear Library during the event.

Please conduct the necessary inspections and/or investigation and reply by **May 7, 2024**.

Your prompt attention to this matter is greatly appreciated so that we can dispose of the matter.

## Department Response

Name of Department: Fire

Complaints have been received in the past regarding this location (if yes, see attached information): ☐ Yes ☒ No

☒ Recommend Approval

☐ Recommend Approval with  
Additional Conditions (see List of  
Conditions)

☐ Recommend Denial – See  
comments below/attached Memo.

☐ Comments (Please list conditions/comments here or attach a separate memo)

Department Signature

CA Johnson

*[Signature]*

Date

4/25/2024





# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 8.G  
Section: CONSENT CALENDAR  
Meeting Date: June 11, 2024

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

AGENDA TITLE: Second Amendment to Memorandum of Understanding by and between the South Bay Cities Council of Governments and the City of Gardena regarding the use of allocated County Local Solutions Grant Funds to Implement the City's Outreach Project - Additional Funding \$100,000

**CONTACT: RECREATION AND HUMAN SERVICES**

**COUNCIL ACTION REQUIRED:**

**RECOMMENDATION AND STAFF SUMMARY:**

The parties entered into a Memorandum of Understanding dated January 25, 2022 ("MOU") in order to implement the Gardena Outreach Coordinator project. Because the County of Los Angeles has extended its funding agreement with the South Bay Cities Council of Governments, it is necessary to extend the term of the MOU once again through FY24-25. The Term and reporting requirements of the MOU are revised and extended and shall expire on June 30, 2025. This Second Amendment to Memorandum of Understanding is executed and shall take effect as of July 1, 2024.

**FINANCIAL IMPACT/COST:**

SBCCOG will be adding \$100,000 of funding to the project through fiscal year 2024-2025. This funding is contingent upon Local Solutions funding between Los Angeles County and SBCCOG, and any remaining funding may be extended through the contract term.

**ATTACHMENTS:**

[GardenaCoord2ndAmendment-c1.pdf](#)

APPROVED:

---

Clint Osorio, City Manager

**SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING BY  
AND BETWEEN THE SOUTH BAY CITIES COUNCIL OF  
GOVERNMENTS AND THE CITY OF GARDENA REGARDING THE  
USE OF ALLOCATED COUNTY LOCAL SOLUTIONS GRANT FUNDS  
TO IMPLEMENT THE CITY'S OUTREACH PROJECT**

**R E C I T A L S**

- A. The parties entered into a Memorandum of Understanding dated January 25, 2022 ("MOU") in order to implement the Gardena Outreach Coordinator project.
- B. This First MOU was executed and extended on July 1, 2023.
- C. Because the County of Los Angeles has extended its funding agreement with the South Bay Cities Council of Governments, it is necessary to extend the term of the MOU once again through FY24-25.


**NOW, THEREFORE**, in consideration of the foregoing, the parties agree as follows:

1. The Term and reporting requirements of the MOU are revised and extended and shall expire on June 30, 2025.
2. SBCCOG will be adding \$100,000 of additional funding to the project through fiscal year 2024-2025. This funding is contingent upon Local Solutions funding between Los Angeles County and SBCCOG, and any remaining funding may be extended through the contract term.
3. In order to comply with the requirements set forth in the agreement between the County of Los Angeles and the South Bay Cities Council of Governments, the reporting requirements in the MOU are hereby modified in Exhibit A below.

This Second Amendment to Memorandum of Understanding is executed and shall take effect as of July 1, 2024.

**Gardena Project MOU Signees:**

**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**

By:   
Cedric Hicks, SBCCOG Chair

Date: May 24, 2024

ATTEST:



By: Jacki Bacharach  
Jacki Bacharach, Executive Director/Board Secretary

APPROVED AS TO FORM:

By: Michael Jenkins  
Michael Jenkins, Legal Counsel

**CITY OF GARDENA**

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

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

ATTEST:

By: \_\_\_\_\_  
Mina Semenza, City Clerk

APPROVED AS TO FORM:

By: W. J. [Signature]  
Authorized Signer, City Attorney

## EXHIBIT A:

## Reporting Requirements:

	<b>Key Performance Indicators/Metrics</b>	<b>Targets (Anticipated Impact)</b>	<b>Timeline</b>
<b>2F.i.</b>	Number of Homelessness Meetings/Committees	13 meetings/committees hosted	Quarterly
<b>2F.ii.</b>	Number of Individuals Served in Program	12 individuals served in program	Quarterly
<b>2F.iii</b>	Number of Individuals Served in Program that Retain their Housing or Transition Directly into other Permanent Housing	3 individuals served in program that retain their housing or transition directly into other permanent housing	Quarterly
<b>2F.iv</b>	Number of Individuals referred to Interim Housing	6 participants referred to interim housing	Quarterly
<b>2F.v</b>	Number of Interim Housing Placements	4 of interim housing placements	Quarterly
<b>2F.vi</b>	Number of Individuals Linked to Permanent Housing	4 individuals linked to permanent housing	Quarterly
<b>2F.vii</b>	Number of Individuals Placed into Permanent Housing	3 participants placed into permanent housing	Quarterly
<b>2F.viii</b>	Number of Individuals Enrolled in Supportive Services	8 individuals enrolled in supportive services	Quarterly



# ***City of Gardena***

## ***Gardena City Council Meeting***

### ***AGENDA REPORT SUMMARY***

Agenda Item No. 8.H  
Section: CONSENT CALENDAR  
Meeting Date: June 11, 2024

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

AGENDA TITLE: Approve Agreement with the the Los Angeles County Metropolitan Transportation Authority for the Metro ExpressLanes Direct Allocation of Funds for Incremental Transit Service

**CONTACT: TRANSPORTATION**

**COUNCIL ACTION REQUIRED:**

**RECOMMENDATION AND STAFF SUMMARY:**

In 2008, the Metro Board approved the programming of \$290 million in federal and state funding to support the implementation of projects included in the LA County Congestion Reduction Demonstration Program (“Metro ExpressLanes”). The projects included transit improvements and the conversion of high occupancy vehicle (HOV) lanes on Interstate 110 and 10 to high occupancy toll (HOT) lanes. Ultimately the additional service funded by the regional program benefited low-income commuters and proved to be one of the major successes of the overall ExpressLanes program. At that time, GTrans received a direct allocation of funding in support of improvements to Line 1X and Line 2, which subsidized service along the ExpressLanes corridors. In 2023, the Metro Board voted to continue this program through FY25, and again allocated GTrans additional funds to support services along the I-110 freeway.

The term of the funding agreement is retroactive to FY22 and extends through FY25. The ExpressLanes direct allocation funds provide \$920,000 per year for four years, which GTrans will use in support of continued service on Line 2. The overall total of the direct allocation during the grant period is \$3,680,000. GTrans is not required to provide an additional cash match beyond its regular operating costs. Funds are allocated quarterly on a reimbursement basis.

Therefore, it is recommended that Council approve the agreement with the Los Angeles County Metropolitan Transportation Authority for the Metro ExpressLanes Direct Allocation of Funds for Incremental Transit Service Program.

**FINANCIAL IMPACT/COST:**

The Metro ExpressLanes Direct Allocation of Funds for Incremental Transit Service Grant will allocate GTrans \$3,680,000 over the course of the agreement. There is no impact to the

General Fund.

**ATTACHMENTS:**

[Metro\\_Gardena\\_MX202319\\_Direct Allocation MOU 2024.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is written on a light blue rectangular background.

---

Clint Osorio, City Manager

**FUNDING AGREEMENT**  
**Metro ExpressLanes Direct Allocation Funds for Incremental Transit Service**

This Funding Agreement ("Agreement") is for Los Angeles County Congestion Reduction Initiative ("ExpressLanes") Service is entered into as of December 6, 2023, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Gardena GTrans ("Sponsor").

WHEREAS, on October 26, 2023, the Board of Directors of LACMTA approved the Congestion Reduction Program Net Toll Revenue Reinvestment Grant Direct Annual Allocation for Transit Service on the I-110 and I-10 ExpressLanes, including a grant to Sponsor for Fiscal Years 2022, 2023, 2024 and 2025 for a total of \$3,680,000.00 implemented to support the deployment of the Metro ExpressLanes; and

WHEREAS, LACMTA is the agency responsible for administering the net toll revenues; and

WHEREAS, LACMTA and Sponsor desire to agree to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this Agreement consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the Agreement
2. Part II - General Terms of the Agreement
3. Attachment A - Service Funding
4. Attachment B – Scope of Work
5. Attachment C – ExpressLanes Allocation Request Form
6. Attachment D - Status of Funds Report
7. Attachment E – Ridership Data Report
8. Attachment F - Reporting and Expenditure Guidelines
9. Attachment F1 - Quarterly Progress/Expenditure Report
10. Any other attachments or documents referenced in the above documents.

In the event of a conflict, the Specific Terms of this Agreement and Attachments A, B, C, D, E, F, and F1 shall have precedence in that order and shall prevail over the General Terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

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

Stephanie Wiggins  
Chief Executive Officer


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

APPROVED AS TO FORM:

DAWYN R. HARRISON

County Counsel

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

  
Deputy

Date: 3/4/2024

SPONSOR:

CITY OF GARDENA GTRANS

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

Tasha Cerda  
City of Gardena Mayor

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

APPROVED AS TO FORM (OPTIONAL):

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

  
City Attorney

Date: 6/4/2024

**PART I**  
**SPECIFIC TERMS OF THE AGREEMENT**

1. Title of the Service (the "Service"): City of Gardena GTrans Operating Subsidy for Incremental Transit Service on the I-110 Harbor Freeway
2. To the extent the funds are available, LACMTA shall make to Sponsor a one-time grant of the ExpressLanes Net Toll Revenue funds, based on service eligibility and funds available, in the amount of \$3,680,000.00 (the "Funds") for the Service in accordance with the terms of this Agreement.
3. The "Service Funding" documents all sources of funds approved for the Service, attached to this Agreement as **Attachment A**. Service Funding includes the total approved budget for the Service.
4. Sponsor shall complete the Service as described in the "Scope of Work" for the Service, attached to this Agreement as **Attachment B**. The Scope of Work includes a description of the Service, a detailed description of the work to be completed by Sponsor. Service work shall be delivered in accordance with the Scope of Work, unless otherwise agreed to in writing. If Sponsor is consistently behind schedule in meeting milestones or in delivering the Service, then LACMTA will have the option to terminate this Agreement for default as described in Part II, Sections 9 and 10. Any changes in the Scope of Work must be made by amendment.
5. Sponsor shall provide the information regarding the incremental transit service as itemized in the ExpressLanes Allocation Request Form, attached to this Agreement as **Attachment C**, by December 31<sup>st</sup> of each fiscal year, which separately reports data pertaining to the Funds and to the applicable fiscal year.
6. This one-time grant shall be on a reimbursement basis. Each quarter, Sponsor must provide the Status of Funds Report, attached to this Agreement as **Attachment D**, Ridership Data Report, attached to this Agreement as **Attachment E**, and appropriate supporting documents with the Quarterly Progress/Expenditure Report, attached to this Agreement as **Attachment F1**.
7. Eligible Service expenses are defined in the Reporting and Expenditure Guidelines (**Attachment F**). The form of the Quarterly Progress/Expenditure Report is attached as **Attachment F1**. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of the Scope of Work.
8. The duration of the grant Service, as evidence in **Attachment B**, shall be **July 1, 2021 until June 30, 2025**, and all eligible costs shall be incurred during this period.
9. Amendments to this Agreement shall be in writing executed by the parties. No changes to the (i) funding amount, (ii) Service Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Sponsor.

10. Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt by the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Michel'le Davis; Mail Stop 99-11-1  
Email: davismi@metro.net

Sponsor's Address:

City of Gardena Gtrans  
13999 Western Avenue  
Gardena, CA, 90249  
Dana Pynn  
Email: dpynn@gardenabus.com



**PART II**  
**GENERAL TERMS OF THE AGREEMENT**

**1. TERM:**

1.1 The term of this Agreement shall commence on the date this Agreement is fully executed and, shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Sponsor. The parties understand and agree there are certain covenants and agreements which specifically remain in effect after expiration or termination of this Agreement.

1.2 Should LACMTA determine there are insufficient Funds available for the Service; LACMTA may terminate this Agreement by giving written notice to Sponsor at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse Sponsor any costs incurred after the effective date of such termination.

**2. INVOICE BY SPONSOR:**

2.1 Unless otherwise stated in this Agreement, the ExpressLanes Allocation Request Form, the Status of Funds Report, the Ridership Data Report and the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Service progress as described in Part II, Section 4.1 of this Agreement, and other documents as required by LACMTA, shall satisfy LACMTA invoicing requirements. Expenses that are not invoiced within sixty (60) days after the Lapsing Date as defined in Part II, Section 8.1 below are not eligible for reimbursement.

Send invoice with supporting documentation to:

**Los Angeles County Metropolitan Transportation Authority**

**Accounts Payable**

**P. O. Box 512296**

**Los Angeles, CA 90051-0296**

Re: LACMTA Agreement# 920000000MX202319

Attention Michel'le Davis, 11<sup>th</sup> Floor, MS 99-11-1

**3. USE OF FUNDS:**

3.1 Sponsor shall utilize the Funds to complete the Service as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines. Sponsor shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this Agreement subject to the terms and conditions contained herein.

3.2 Sponsor shall not use the Funds to substitute for any other funds or services not specified in this Agreement. Further, Sponsor shall not use the Funds for any expenses or activities beyond the approved Scope of Work (**Attachment B**).

3.3 Sponsor must use the Funds in the most cost-effective manner. If Sponsor intends to use a consultant or contractor to implement all or part of the Service, LACMTA requires that such activities be procured in accordance with Sponsor's contracting procedures and consistent with State law. Sponsor will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. Sponsor staff or consultant with service oversight roles cannot award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Service monitoring and through any LACMTA interim and final audits.

3.4 Sponsor's employee, officers, councilmembers, board members, agents, or consultants (a "Sponsor Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a Sponsor Party, (b) any member of a Sponsor Party's immediate family, (c) a partner of a Sponsor Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Service monitoring and through any LACMTA interim and final audits.

3.5 Sponsor is obligated to continue using the Service consistent with the ExpressLanes Net Toll Revenue Re-Investment purposes for which the Service was approved. The obligations set forth in this section shall survive termination of this Agreement.

#### 4. **DISBURSEMENT OF FUNDS:**

4.1 Sponsor shall submit the Status of Funds Report, attached to this Agreement as **Attachment D**, the Ridership Data Report, attached to this Agreement as **Attachment E**, and the Quarterly Progress/Expenditure Report, attached to this Agreement as **Attachment F1**, within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August. Should Sponsor fail to submit such reports within ten (10) days of the due date and/or Sponsor submits incomplete reports, LACMTA will not reimburse Sponsor until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.) with a clear justification and explanation of their relevance to the Service for reimbursement. If no activity has occurred during a particular quarter, Sponsor will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then Sponsor can submit such an invoice once per month with supporting documentation.

4.2 Disbursements shall be made on a reimbursement basis in accordance with the provisions of this Agreement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Sponsor. Sponsor must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at [http://www.metro.net/services/call\\_services/call\\_services-reference-documents/](http://www.metro.net/services/call_services/call_services-reference-documents/).

4.4 Sponsor must provide detailed supporting documentation with its Status of Funds Report, Ridership Data Report, and Quarterly Progress/Expenditure Report.

4.5 Expenses that are not invoiced within sixty (60) days after the lapsing date specified in Part II, Section 8.1 below are not eligible for reimbursement.

## 5. **REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:**

5.1 LACMTA, and/or its designee, shall have the right to conduct audits of the Service, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits; performance audits; and final audits. LACMTA will commence a final audit within six (6) months of receipt of an acceptable final invoice, provided the Service is ready for final audit (meaning all costs and charges have been paid by Sponsor and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization, including actual indirect rates for the period covered by the Agreement under review). Sponsor agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Sponsor shall reimburse LACMTA for any expenditure not in compliance with this Agreement and the Guidelines. Sponsor's eligible expenditures submitted to LACMTA for this Service shall be in compliance with the Reporting and Expenditure Guidelines (**Attachment F**) and Office of Management and Budget ("OMB") Circular A-87. The allowability of costs for Sponsor's contractors, consultants and suppliers submitted to LACMTA through Sponsor's Quarterly Progress/Expenditure Reports shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulations, Subpart 31 (FAR), whichever is applicable. Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require Sponsor to return monies to LACMTA, Sponsor shall return such monies within thirty (30) days after the final audit is sent to Sponsor.

5.2 Sponsor's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Service (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Service. These records must be retained by Sponsor for three (3) years following final payment under this Agreement.

Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

5.3 Sponsor shall cause all contractors to comply with the requirements of Part II, Sections 5.1 and 5.2 above. Sponsor shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Service.

5.4 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all of the records of Sponsor and its contractors related to the Service, and shall be allowed to interview any employee of Sponsor and its contractors through final payment to the extent reasonably practicable.

5.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Sponsor and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

5.6 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds and/or recommend not to award future Net Toll Revenue Funds to Sponsor if the LACMTA audit has determined that Sponsor failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement, including the access to records provisions of Part II, Section 5.

5.7 When business travel associated with the Service requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

5.8 Sponsor shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB Circular A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.9 Sponsor shall also certify final costs of the Service to ensure all costs are in compliance with OMB Circular A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.10 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on Sponsor's own records and audit work to minimize direct audit of contractors, consultants, and suppliers.

6. **ONE TIME GRANT:**

6.1 This is a one-time only grant subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of LACMTA. Funding should not exceed \$920,000 per fiscal year.

7. **SOURCES AND DISPOSITION OF FUNDS:**

7.1 The obligation for LACMTA to grant the Funds for the Service is subject to sufficient Funds being made available for the Service by the LACMTA Board of Directors. If such Funds are not made available for the Service, LACMTA shall have no obligation to provide the Funds for the Service, unless otherwise agreed to in writing by LACMTA.

7.2 Sponsor shall be responsible for any and all cost overruns for the Service.

7.3 LACMTA shall have the right to review and approve or reject any proposed changes to the Scope of Work.

7.4 At any time, if Sponsor receives outside funding for the Service in addition to the Funds identified in the Service Funding at the time this grant was awarded, this Agreement shall be amended to reflect such additional funding. If, at the time of final voucher, funding for the Service (including the Funds and any additional funding) exceeds the actual Service costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this Agreement as specified in the Service Funding and both the Funds and Sponsor Funding Commitment required for the Service shall be reduced accordingly.

8. **TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:**

8.1 Sponsor must demonstrate timely use of the Funds by:

- (i) Executing this Agreement within sixty (60) days of receiving formal transmittal of the Funding Agreement from LACMTA; and
- (ii) Timely submitting the ExpressLanes Allocation Request Form, Status of Funds Report, Ridership Data Report, and Quarterly Progress/Expenditure Report as described in Part II, Section 4.1 of this Agreement; and
- (iii) Expending the Funds granted under this Agreement for allowable costs by the end of the term of the Funding Agreement ("the Lapsing Date").

8.2 In the event that the timely use of the Funds is not demonstrated as described in this Part II, Section 8.1 of this Agreement, the Service will be reevaluated by LACMTA as part of its Net Toll Revenue Reinvestment Grant Recertification/Deobligation

process and the Funds may be deobligated and reprogrammed to another service by the LACMTA Board of Directors. If Sponsor does not complete one element of the Service, as described in the Scope of Work, due to all or a portion of the Funds lapsing, the entire Service may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are reprogrammed, this Agreement shall automatically terminate.

#### 11. **DEFAULT:**

9.1 A Default under this Agreement is defined as any one or more of the following: (i) Sponsor fails to comply with the terms and conditions contained herein or in the Guidelines; (ii) Sponsor is consistently behind schedule in meeting milestones or in delivering the Service; or (iii) Sponsor fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Scope of Work, or the Service Funding without LACMTA's prior written consent or approval as provided herein.

#### 10. **REMEDIES:**

10.1 In the event of a Default by Sponsor, LACMTA shall provide written notice of such Default to Sponsor with a 30-day period to cure the Default. In the event Sponsor fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period, and thereafter diligently continue such cure to completion to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make no further disbursements of Funds to Sponsor; and/or (iii) LACMTA may recover from Sponsor any Funds disbursed to Sponsor as allowed by law or in equity.

10.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 10.1, Sponsor shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of Sponsor.

10.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

#### 11. **COMMUNICATIONS:**

11.1 Sponsor shall ensure that all Communication Materials contain recognition of LACMTA's and Metro ExpressLanes' contribution to the Service as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available online or from the LACMTA Service Manager. Please check with the LACMTA Service Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Sponsor shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

11.2 For purposes of this Agreement, “Communications Materials” include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites, radio and public service announcements, electronic media, and construction site signage. A more detailed definition of “Communications Materials” is found in the Funding Agreement Communications Materials Guidelines.

11.3 In addition to complying with the LACMTA “Funding Agreement Communications Materials Guidelines,” Sponsor shall:

- (i) include prominently/in the lead, at a minimum, recognition of Metro ExpressLanes’ contribution to the Service on literature, marketing brochures, newsletters, invitations and other communication materials by including the phrase “This service was partially funded by Metro ExpressLanes.”
- (ii) include in any Joint Agency press release, at a minimum, a recognition of Metro ExpressLanes’ contribution to the Service by including the phrase “This service was partially funded by Metro ExpressLanes.”
- (iii) notify the LACMTA Service Manager of all planned press events, ribbon cuttings, groundbreakings, and all other public and/or press events related to the Service at a minimum 30 days before such events take place to allow LACMTA to participate in such events, at LACMTA’s sole discretion.
- (iv) include prominently/in the lead on all Service Websites, recognition of Metro ExpressLanes’ contribution to the Service by including the phrase “This website is partially funded by Metro ExpressLanes,” the Metro logo and the Metro ExpressLanes logo, and a link to the Metro ExpressLanes website.
- (v) prominently display the following phrase on all signage for service structures, facilities, and construction sites: “This service made possible by Metro [Metro logo] and Metro ExpressLanes [Metro ExpressLanes logo]”
- (vi) request the most current Metro logo and the most current Metro ExpressLanes logo from the LACMTA Service Manager when creating any and all communications materials containing the Metro logo and Metro ExpressLanes logo.

11.4 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Service Manager.

11.5 Sponsor shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Service Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.6 The LACMTA Service Manager shall be responsible for monitoring Sponsor compliance with the terms and conditions of this Section. Sponsor failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

12. **OTHER TERMS AND CONDITIONS:**

12.1 This Agreement, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

12.2 In the event that there is any court proceeding between the parties to enforce or interpret this Agreement to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

12.3 Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Sponsor under or in connection with any work performed by or service provided by Sponsor, its officers, agents, employees, contractors and subcontractors under this Agreement. Sponsor shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and affiliates, their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Service or this Agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this Agreement.

12.4 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

12.5 Sponsor shall comply with and insure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. Sponsor acknowledges responsibility for



obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements, including any amendments thereto.

12.6 Sponsor agrees that those sections of this Agreement marked with an asterisk shall be included in every contract entered into by Sponsor or its contractors relating to work performed under this Agreement and LACMTA shall have the right to review and audit such contracts.

12.7 Sponsor shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable at the option of LACMTA.

12.8 This Agreement shall be governed by California law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12.9 The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

12.10 Sponsor will advise LACMTA prior to any key Service staffing changes.

12.11 Sponsor in the performance of the work described in this Agreement is not a contractor nor an agent or employee of LACMTA. Sponsor attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Sponsor shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.



**EXPRESSLANES NET TOLL REVENUE  
DIRECT ALLOCATION - FUNDING AGREEMENT**

FA.CRD  
920000000MX202319

**ATTACHMENT B**

**SCOPE OF WORK**

**City of Gardena GTrans Operating Subsidy for Incremental Transit Service on the I-110 Harbor  
Freeway Corridor**

GTrans provides transit service along the I-110 Freeway corridor in support of the goals of the ExpressLanes Net Toll Revenue Program using its Line 1X and Line 2 services. The service operates within the three-mile radius of the I-110 freeway corridor

**Line 1X**

Prior years' ExpressLanes direct allocation funding for Line 1X supported additional non-peak service to downtown Los Angeles, adding to existing peak service within the corridor and to downtown Los Angeles. Specifically, the funding supported an additional 15 vehicle service hours per weekday beyond the existing weekday service levels. The span of Line 1X was 5:25am to 10:10pm, and such additional service was provided between 9:30am and 2:35pm.

This route was heavily impacted by COVID and operator shortages, and while Line 1X continues to operate and alleviates congestion along the I-110 corridor, both on a portion of the I-110 freeway and within the project area, the service does not currently travel to downtown Los Angeles and operates its regular weekend schedule Monday through Sunday operating 28 trips during a span of service between 7:39am and 6:39pm.

As such, the current round of ExpressLanes direct allocation funding will not be used for Line 1X.

**Line 2**

Prior years' ExpressLanes direct allocation funding for Line 2 supported additional service on weekdays allowing for 15 minute frequencies at off peak hours. While Line 2 was briefly reduced during the COVID 19 pandemic, weekday service was restored and currently operates every 15 minutes on weekdays and every 30 minutes on weekends during its span of service between 4:40 am and 10:01 pm.

Line 2 serves as GTrans' most heavily traveled line, serving as a major feeder route to the Harbor Gateway Transit Center and Metro's J Line (formerly Silver Line) direct service to downtown Los Angeles. The direct allocation of Metro ExpressLanes funding to the City of Gardena GTrans for the continued incremental transit service improvements on Line 2 for the period of July 1, 2021 through June 30, 2025, shall not exceed a total of \$3,680,000. GTrans will use the entire portion of direct allocation funding of \$920,000 per year to support this designated service.

# Attachment C: ExpressLanes Allocation Request Form

## LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

### Express Lanes Toll Revenue Allocation Request Form

Fiscal Year : 2022

920000000MX202319

Agency Name: City of Gardena GTrans

	Line #1X	Line #2	Line#	Line#	Annual Totals
<b><u>Service Data:</u></b>					
Total Vehicle Miles	98,588	878,741			977,329
Vehicle Service Miles	98,525	877,348			975,873
Total Vehicle Hours	7,508	67,615			75,123
Vehicle Service Hours	7,546	67,557			75,102
Unlinked Passengers	58,266	1,177,565			1,235,831
Passenger Miles Traveled	211,904	4,272,442			4,484,346
<b><u>Cost Data:</u></b>					
Operating Cost Less Depr	\$ 805,714	\$ 16,244,943	-	-	\$ 17,050,657
Less: Passenger Revenue	\$ (43,346)	\$ (873,953)	-	-	\$ (917,299)
Grantee Match	\$ 762,368	\$ 15,370,990	-	-	\$ 16,133,358
Amount Requested	-	\$ 920,000	-	-	\$ 920,000

# Attachment C: ExpressLanes Allocation Request Form

## LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

### Express Lanes Toll Revenue Allocation Request Form

Fiscal Year : 2023

920000000MX202319

Agency Name: City of Gardena GTrans

	Line #1X	Line #2	Line #	Line#	Annual Totals
<b><u>Service Data:</u></b>					
Total Vehicle Miles	98,587	886,539			985,126
Vehicle Service Miles	96,976	874,540			971,516
Total Vehicle Hours	7,508	69,119			76,627
Vehicle Service Hours	7,397	67,960			75,357
Unlinked Passengers	72,705	1,406,862			1,479,567
Passenger Miles Traveled	258,468	5,033,319			5,291,786
<b><u>Cost Data:</u></b>					
Operating Cost Less Depr	\$ 956,820	\$ 18,557,263	-	-	\$ 19,514,082
Less: Passenger Revenue	\$ (49,528)	\$ (960,587)	-	-	\$ (1,010,116)
Grantee Match	\$ 907,291	\$ 17,596,675	-	-	\$ 18,503,967
Amount Requested	-	\$ 920,000	-	-	\$ 920,000

# Attachment C: ExpressLanes Allocation Request Form

## LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

### Express Lanes Toll Revenue Allocation Request Form

Fiscal Year : 2024

920000000MX202319

Agency Name: City of Gardena GTrans

	Line #1X	Line #2	Line#	Line#	Annual Totals
<b><u>Service Data:</u></b>					
Total Vehicle Miles*	66,175	592,226			658,400
Vehicle Service Miles*	66,161	591,232			657,393
Total Vehicle Hours*	5,040	46,138			51,178
Vehicle Service Hours*	5,051	46,112			51,162
Unlinked Passengers*	52,991	1,076,050			1,129,041
Passenger Miles Traveled*	TBD	TBD			-
* Data through February					
<b><u>Cost Data:</u></b>					
Operating Cost Less Depr	\$ 956,820	\$ 18,557,263	-	-	\$ 19,514,082
Less: Passenger Revenue	\$ (49,528)	\$ (960,587)	-	-	\$ (1,010,116)
Grantee Match	\$ 907,291	\$ 17,596,675	-	-	\$ 18,503,967
Amount Requested	-	\$ 920,000	-	-	\$ 920,000

# Attachment D: Status of Funds Report

## Status of Funds by Source Summary

**AGENCY:** City of Gardena GTrans

**CRD PROJECT NAME:** City of Gardena GTrans Operating Subsidy for Incremental Transit Service on the I-110 Harbor Freeway

**PERIOD ENDING:** 30-Jun-22

	A	B	(B/A)	C	(C/A)	D	(D/A)
FUND SOURCES	FUND AMOUNTS BUDGETED	COMMITMENTS	%	EXPENDITURES	%	BILLED TO FUNDING SOURCE	%
ExpressLanes Net Toll Revenues Direct Allocation	\$920,000	920000	100%	\$920,000	100%	\$0	0%
TOTAL	\$920,000	\$920,000	100%	\$920,000	100%	\$0	0%



# Attachment D: Status of Funds Report

## Status of Funds by Source Summary

**AGENCY:** City of Gardena GTrans

**CRD PROJECT NAME:** City of Gardena GTrans Operating Subsidy for Incremental Transit Service on the I-110 Harbor Freeway

**PERIOD ENDING:** 30-Jun-23

	A	B	(B/A)	C	(C/A)	D	(D/A)
FUND SOURCES	FUND AMOUNTS BUDGETED	COMMITMENTS	%	EXPENDITURES	%	BILLED TO FUNDING SOURCE	%
ExpressLanes Net Toll Revenues Direct Allocation	\$920,000	920000	100%	\$920,000	100%	\$0	0%
TOTAL	\$920,000	\$920,000	100%	\$920,000	100%	\$0	0%

# Attachment D: Status of Funds Report

## Status of Funds by Source Summary

**AGENCY:** City of Gardena GTrans

**CRD PROJECT NAME:** City of Gardena GTrans Operating Subsidy for Incremental Transit Service on the I-110 Harbor Freeway

**PERIOD ENDING:** 30-Jun-24

	A	B	(B/A)	C	(C/A)	D	(D/A)
FUND SOURCES	FUND AMOUNTS BUDGETED	COMMITMENTS	%	EXPENDITURES	%	BILLED TO FUNDING SOURCE	%
ExpressLanes Net Toll Revenues Direct Allocation	\$920,000	920000	100%	\$536,667	58%	\$0	0%
TOTAL	\$920,000	\$920,000	100%	\$536,667	58%	\$0	0%

## Attachment E: Ridership Data Report - FY22

## LINE 1X

Date	Line	Avg. weekday ridership: I-110 or I-10 Boardings AM Peak	Avg. weekday ridership: I-110 or I-10 Alightings PM Peak	Avg. Weekday Ridership	Monthly Ridership	System-wide ridership	Monthly Scheduled Revenue Miles	Monthly Actual Revenue Miles	Monthly Scheduled Revenue Hours	Monthly Actual Revenue Hours
Jul-21		16	58	213	5,576	117,686	8,373.10	8,373.10	637.67	639.22
Aug-21		20	65	221	5,562	130,027	8,373.10	8,366.10	637.67	641.74
Sep-21		12	45	255	4,905	136,972	8,103.00	8,103.00	617.10	625.23
Oct-21		8	44	232	5,085	139,410	8,373.10	8,373.10	637.67	642.18
Nov-21		31	56	185	4,814	131,082	8,103.00	8,103.00	617.10	619.90
Dec-21		17	50	180	4,992	117,533	8,373.10	8,373.10	637.67	641.91
Jan-22		6	25	195	3,591	102,492	8,373.10	8,373.10	637.67	636.64
Feb-22		17	45	277	3,891	140,501	7,562.80	7,562.80	575.96	578.68
Mar-22		22	68	222	4,654	154,292	8,373.10	8,350.10	637.67	638.81
Apr-22		21	67	259	4,089	144,653	8,103.00	8,091.70	617.10	621.11
May-22		16	63	257	5,481	158,535	8,373.10	8,353.00	637.67	641.21
Jun-22		23	69	218	5,626	126,356	8,103.00	8,103.00	617.10	618.94
GRAND TOTAL		207	654	2,714	58,266	1,599,539	98,586.50	98,525.10	7,508.05	7,545.57

## LINE 2

Date	Line	Avg. weekday ridership: I-110 or I-10 Boardings AM Peak	Avg. weekday ridership: I-110 or I-10 Alightings PM Peak	Avg. Weekday Ridership	Monthly Ridership	System-wide ridership	Monthly Scheduled Revenue Miles	Monthly Actual Revenue Miles	Monthly Scheduled Revenue Hours	Monthly Actual Revenue Hours
Jul-21		366	359	3,417	89,026	117,686	73,778.20	73,654.30	5,733.42	5,725.32
Aug-21		541	472	3,789	98,515	130,027	75,077.90	75,038.13	5,850.82	5,864.53
Sep-21		583	505	4,381	107,231	136,972	72,278.70	72,151.20	5,628.00	5,624.81
Oct-21		1,197	770	4,512	106,724	139,410	73,778.20	73,757.50	4,933.42	4,941.28
Nov-21		1,577	889	4,037	97,299	131,082	72,278.70	72,186.20	5,628.00	5,622.60
Dec-21		885	551	3,257	87,565	117,533	73,778.20	73,653.92	5,733.42	5,726.02
Jan-22		426	286	3,670	75,339	102,492	73,778.20	73,679.10	5,733.42	5,731.05
Feb-22		824	440	4,610	87,929	140,501	67,980.00	67,757.00	5,299.76	5,285.82
Mar-22		990	587	4,491	108,105	154,292	76,377.60	76,242.00	5,968.22	5,960.41
Apr-22		845	586	4,362	107,765	144,653	72,278.70	72,148.50	5,628.00	5,621.20
May-22		914	589	4,747	118,524	158,535	73,778.20	73,714.86	5,733.42	5,728.93
Jun-22		678	452	3,624	93,543	126,356	73,578.40	73,365.49	5,745.40	5,724.18
GRAND TOTAL		9,827	6,486	48,897	1,177,565	1,599,539	878,741.00	877,348.20	67,615.30	67,556.15

## Attachment E: Ridership Data Report - FY23

## LINE 1X

Date	Line	Avg. weekday ridership: I-110 or I-10 Boardings AM Peak	Avg. weekday ridership: I-110 or I-10 Alightings PM Peak	Avg. Weekday Ridership	Monthly Ridership	System-wide ridership	Monthly Scheduled Revenue Miles	Monthly Actual Revenue Miles	Monthly Scheduled Revenue Hours	Monthly Actual Revenue Hours
Jul-22		12	45	182	4,666	93,777	8,373.10	8,373.10	637.67	638.17
Aug-22		12	41	189	4,808	116,807	8,373.10	8,373.10	637.67	640.33
Sep-22		23	70	246	6,485	169,427	8,103.00	7,924.30	617.10	605.54
Oct-22		23	75	253	7,054	188,279	8,373.10	8,265.10	637.67	629.87
Nov-22		16	70	231	6,421	169,219	8,103.00	8,062.00	617.10	615.95
Dec-22		13	60	223	6,040	159,511	8,373.10	8,241.60	637.67	629.25
Jan-23		13	68	219	6,333	164,139	8,373.10	7,714.00	637.67	591.85
Feb-23		15	79	246	6,106	158,616	7,562.80	7,151.70	575.96	542.22
Mar-23		16	74	218	6,227	168,938	8,373.10	8,373.10	637.67	638.29
Apr-23		17	70	230	5,928	160,023	8,103.00	8,103.00	617.10	617.75
May-23		20	90	244	6,822	186,575	8,373.10	8,326.60	637.67	634.41
Jun-23		14	54	210	5,815	164,617	8,103.00	8,068.10	617.10	613.45
GRAND TOTAL		193	797	2,691	72,705	1,899,928	98,586.50	96,975.70	7,508.05	7,397.08

## LINE 2

Date	Line	Avg. weekday ridership: I-110 or I-10 Boardings AM Peak	Avg. weekday ridership: I-110 or I-10 Alightings PM Peak	Avg. Weekday Ridership	Monthly Ridership	System-wide ridership	Monthly Scheduled Revenue Miles	Monthly Actual Revenue Miles	Monthly Scheduled Revenue Hours	Monthly Actual Revenue Hours
Jul-22		424	301	2,554	64,654	93,777	73,778.20	73,014.27	5,733.42	5,670.30
Aug-22		599	470	3,192	86,103	116,807	76,377.60	76,125.38	5,968.22	5,955.08
Sep-22		1,216	880	4,907	122,072	169,427	73,578.40	72,948.50	5,745.40	5,679.57
Oct-22		1,321	1,007	5,485	136,322	188,279	73,778.20	71,530.40	5,733.42	5,553.38
Nov-22		1,212	934	4,986	124,222	169,219	73,578.40	72,579.66	5,745.40	5,664.17
Dec-22		948	754	4,557	116,113	159,511	75,077.90	72,976.72	5,850.82	5,596.88
Jan-23		997	807	4,861	123,965	164,139	75,077.90	71,950.55	5,850.82	5,501.68
Feb-23		1,318	1,054	5,331	121,496	158,616	67,980.00	67,007.60	5,299.76	5,182.93
Mar-23		1,217	1,007	4,920	128,450	168,938	76,377.60	75,803.50	5,968.22	5,926.31
Apr-23		1,166	991	5,103	120,747	160,023	70,979.00	70,913.20	5,510.60	5,525.31
May-23		1,366	1,165	5,432	141,399	186,575	76,377.60	76,159.20	5,968.22	5,954.01
Jun-23		1,148	1,063	4,765	121,319	164,617	73,578.40	73,531.20	5,745.40	5,750.48
GRAND TOTAL		12,931	10,432	56,093	1,406,862	1,899,928	886,539.20	874,540.18	69,119.70	67,960.10

## Attachment E: Ridership Data Report - FY24

## LINE 1X

Date	Line	Avg. weekday ridership: I-110 or I-10 Boardings AM Peak	Avg. weekday ridership: I-110 or I-10 Alightings PM Peak	Avg. Weekday Ridership	Monthly Ridership	System-wide ridership	Monthly Scheduled Revenue Miles	Monthly Actual Revenue Miles	Monthly Scheduled Revenue Hours	Monthly Actual Revenue Hours
Jul-23		13	58	208	5,843	152,138	8,373.10	8,373.10	637.67	638.45
Aug-23		17	84	257	7,125	187,107	8,373.10	8,373.10	637.67	640.68
Sep-23		16	92	283	7,208	195,978	8,103.00	8,103.00	617.10	619.76
Oct-23		17	91	280	7,597	214,348	8,103.00	8,103.00	617.10	620.90
Nov-23		19	83	252	6,557	184,343	8,103.00	8,089.40	617.10	612.01
Dec-23		13	64	227	5,920	181,480	8,643.20	8,643.20	658.24	661.14
Jan-24		14	61	251	6,597	177,870	8,373.10	8,373.10	637.67	639.83
Feb-24		22	81	232	6,144	166,457	8,103.00	8,103.00	617.10	617.75
Mar-24										
Apr-24										
May-24										
Jun-24										
GRAND TOTAL		131	614	1,990	52,991	1,459,721	66,174.50	66,160.90	5,039.65	5,050.52

## LINE 2

Date	Line	Avg. weekday ridership: I-110 or I-10 Boardings AM Peak	Avg. weekday ridership: I-110 or I-10 Alightings PM Peak	Avg. Weekday Ridership	Monthly Ridership	System-wide ridership	Monthly Scheduled Revenue Miles	Monthly Actual Revenue Miles	Monthly Scheduled Revenue Hours	Monthly Actual Revenue Hours
Jul-23		1,009	797	4,359	112,501	152,138	72,478.50	72,406.40	5,616.02	5,619.27
Aug-23		1,311	1,092	5,285	138,728	187,107	76,377.60	76,232.10	5,968.22	5,958.63
Sep-23		1,455	1,191	6,041	143,532	195,978	70,979.00	70,632.72	5,510.60	5,476.82
Oct-23		1,595	1,323	6,177	156,544	214,348	73,578.40	73,477.10	5,745.40	5,747.00
Nov-23		1,391	1,217	5,553	133,768	184,343	72,278.70	72,067.70	5,628.00	5,619.09
Dec-23		1,120	464	5,062	134,235	181,480	76,577.40	76,522.62	5,956.24	5,964.44
Jan-24		1,129	982	5,446	131,555	177,870	76,377.60	76,314.89	5,968.22	5,974.16
Feb-24		1,370	1,176	5,163	125,187	166,457	73,578.40	73,578.40	5,745.40	5,752.45
Mar-24										
Apr-24										
May-24										
Jun-24										
GRAND TOTAL		10,380	8,242	43,086	1,076,050	1,459,721	592,225.60	591,231.93	46,138.10	46,111.86



# ***City of Gardena***

## ***Gardena City Council Meeting***

### ***AGENDA REPORT SUMMARY***

Agenda Item No. 8.I  
Section: CONSENT CALENDAR  
Meeting Date: June 11, 2024

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

AGENDA TITLE: Approve Agreement Regarding Reimbursement Policy with the the Los Angeles County Metropolitan Transportation Authority for the Low-Income Fare is Easy (LIFE) Program

**CONTACT: TRANSPORTATION**

**COUNCIL ACTION REQUIRED:**

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

In 2017, the Metro Board approved the Low-Income Fare is Easy (LIFE) Program, which provides free monthly rides or deeply discounted fares to LA County residents on transit systems across the County. The City of Gardena's GTrans joined the program in 2019 when the Metro Board authorized transit agencies in the TAP program to join the LIFE program. LIFE participants can now use these benefits to ride with 15 different transit agencies within the County.

Metro's LIFE program works with two administrators who partner with more than 150 agencies to support enrollments, outreach, and distribution of ride tickets and taxi vouchers to help riders get to doctor visits, shelters, food banks and other appointments. Individuals qualify if their income falls within federal eligibility guidelines or if they are enrolled in programs like CalFresh, EBT, Social Security, etc. They can self-certify or provide documentation that they qualify for the program.

Each month, participating transit agencies may provide 20 free regional rides or discounts on regional EZ Pass or other pass programs. Transit agencies are reimbursed by the LIFE program for the amount of the discount, through a Memorandum of Understanding (MOU) that governs each agency's fare rates and rules. GTrans does not have its own passes, and thus can load 20, free monthly rides on the TAP card of a LIFE customer when they visit customer service. GTrans also provides discounts on EZ Passes, which are regional passes that work on multiple transit systems. For the most part, GTrans receives its base fare of \$1.00 as a reimbursement - both on fare product sales at GTrans, and for boardings on our buses - but the amounts may differ depending on the fare product purchased or used by a customer. Usage onboard GTrans service has been increasing steadily. In FY23 GTrans saw nearly 30,000 boardings from LIFE riders, and as of the end of April in FY24, there have been over 38,000 boardings from LIFE riders.

GTrans' current reimbursement MOU with Metro is set to expire at the end of June 2024, and a new MOU is now presented for consideration. The new MOU has been updated to reflect current fares and a new five-year term, beginning July 1, 2024.

Therefore, it is recommended that Council approve the reimbursement policy agreement with the Los Angeles County Metropolitan Transportation Authority for the LIFE Program.

**FINANCIAL IMPACT/COST:**

GTrans is reimbursed from Metro for this program, based on the number of rides taken by LIFE participants or fare products sold. There is no impact to the general fund.

**ATTACHMENTS:**

[FY25\\_Metro\\_LIFE\\_MOU 6\\_2024.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

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Clint Osorio, City Manager

MOULIFEGT000000

**AGREEMENT REGARDING REIMBURSEMENT POLICY BETWEEN  
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
AND  
CITY OF GARDENA'S GTRANS**

This Agreement regarding **Reimbursement Policy** ("Agreement") is made and entered into as of **July 1, 2024**, by and between the Los Angeles County Metropolitan Transportation Authority (the "LACMTA"), and City of Gardena's GTrans (the "Operator"), a public agency, operating municipal transit service in Los Angeles County.

**RECITALS**

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

**WHEREAS**, at its May 25, 2017 meeting, the LACMTA Board of Directors approved the Low-Income Fare is Easy ("LIFE") Program that, among other items, increased the subsidy levels for each rider category and, offered an additional option such as 20 regional rides each month on participant's system recorded TAP card; and

**WHEREAS**, at its January 24, 2019 meeting, the LACMTA Board of Directors authorized TAP Operators to join the LIFE program; and

**WHEREAS**, the Operator desires to participate in the Program; and

**WHEREAS**, the list of acceptable LIFE fares and rides that qualify for reimbursement for the City of Gardena's GTrans is outlined in the List of Approved LIFE Passes and Rider Classes for GTrans (the "Approved LIFE Passes and Rides") included herein and referenced as **Attachment A**. The Operator's Low-Income Fare is Easy Reimbursement Schedule (the "Reimbursement Schedule") and amounts of reimbursements of each type of passes and rides are listed in **Attachment B**. Amendments to the Reimbursement Schedule document can only be approved either by (i) the LACMTA with concurrence from the majority of the participating operators, or (ii) policy provisions to the Program are approved by the LACMTA Board which shall then automatically be incorporated into the Schedule; and

**WHEREAS**, the LACMTA is willing to reimburse the Operator for discounted pass purchases and rides taken by LIFE participants based on **Attachment A** and **Attachment B**; and

**WHEREAS**, the parties desire that the Operator's participation in the Program shall be effective as of **July 1, 2024**; and,

**NOW, THEREFORE**, LACMTA and the Operator AGREE to the terms and conditions set forth as follows:

**I. TERM**

This Agreement will be in effect for five (5) years from the date commencing as of **July 1, 2024** unless terminated as described below.

Should at any time during the term of this Agreement the LACMTA determine there are insufficient Funds available for the Program or the LACMTA Board terminates the



Program, the LACMTA may terminate this Agreement by giving at least a thirty (30) day advance written notice to the Operator prior to the effective date of such termination. All valid LIFE purchases completed by the Ticket Outlets or valid LIFE rides provided by the termination date will still be honored and reimbursed by the LACMTA. If the Operator wishes to leave the Program and terminate this Agreement, it shall provide thirty (30) day notice to LACMTA.

## **II. SERVICE PROVISION**

### **A. PARTICIPATION IN THE PROGRAM**

1. The Operator will honor any valid LIFE TAP card pass purchases or rides based on Attachment A and will be reimbursed based on Attachment B.
2. The Operator agrees to notify LACMTA when implementing changes to its fare structure at least ninety (90) days in advance of any such changes.
3. The Operator agrees to promote and conduct outreach activities where possible to ensure residents are informed of LIFE program benefits.

### **B. PROGRAM ADMINISTRATION**

1. The Program is administered and managed by contractors (collectively "the Administrators") within the areas designated by the LACMTA and identified in the "Operating Guidelines"
2. The Administrators will act as the coordinator between all social service and government agencies participating in the Program and will enroll participants. The Administrators will negotiate, execute and administer all their contractual agreements with LACMTA required to conduct the Program.
3. The Operator is not responsible for the enrollment of the LIFE participants (which is the responsibility of the Administrators or partner agencies).

## **III. LOW INCOME FARE IS EASY REIMBURSEMENT**

- A. During the term of this Agreement, each month, the LACMTA shall calculate all qualifying LIFE media purchased as listed on Attachments A by LIFE participants to determine the reimbursement total to the Operator using the LIFE Reimbursement Schedule on Attachment B. The LACMTA will make the reimbursement payment to the Operator within thirty (30) days from the end of each month through the regional TAP monthly settlement process.
- B. Only valid LIFE passes and rides listed on Attachment A are eligible for reimbursement.
- C. Discounted passes or 20 regional ride option products sold to any person without a valid registered LIFE TAP card will not be reimbursed by LACMTA.
- D. Rides taken by non-LIFE participants on the Operator's system will not be reimbursed by LACMTA.

- E. The Operator shall be responsible for keeping an accurate record of all reimbursements it receives.

#### **IV. LIFE PARTICIPANT OPTIONS**

##### **A. Valid LIFE Fare Options**

- i. Four discounted Operator 7-Day or weekly passes
- ii. One discounted Operator 30-Day or monthly pass
- iii. One discounted EZ transit pass (Base)
- iv. 20 regional rides each month
- v. 4 regional rides (for short term or immediate trip needs, not for sale, provided by the Agency; only applies to regular rider rate regardless of the rider class)

- B. List of eligible passes and base fare rides are listed in Attachment A.

#### **V. INSPECTION OF RECORDS/AUDIT**

- A. The LACMTA may, at its own expense, audit the Operator's transactions associated with the Program.
- B. Records of the LACMTA pertaining to this Agreement shall be available for inspection and review by the Operator at all reasonable times for a period of three years from the applicable request for reimbursement under the terms of this Agreement.
- C. Records of the Operator pertaining to this Agreement shall be available for inspection by the LACMTA at all reasonable times for a period of three years from the applicable request for reimbursement under the terms of this Agreement.

#### **VI. INDEMNIFICATION**

- A. The LACMTA shall indemnify, defend and hold harmless the Operator, its officers, agents and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damage for any nature whatsoever, including, but not limited to bodily injury, death, personal injury or property damage arising from or in any way connected with services to be performed by the LACMTA pursuant to this Agreement.
- B. The Operator shall indemnify, defend and hold harmless the LACMTA and its officers, agents and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damage of any nature whatsoever, including, but not limited to bodily injury, death, personal injury or property damage arising from or in any way connected with services, including, without limitation the Operator services, to be performed by the Operator pursuant to this Agreement.

## **VII. NOTICE**

All formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personally or by U.S. mail to the addresses listed below:

Los Angeles County Metropolitan Transportation Authority (LACMTA)  
One Gateway Plaza  
Los Angeles, CA 90012-2952

Attention: Michael Cortez  
LIFE Program Director  
Phone: (213) 418-3423

City of Gardena's GTrans  
13999 S. Western Avenue  
Gardena, CA 90249

Attention: Dana Pynn  
Transit Administrative Officer  
Phone: (310) 965-8811

## **VIII. ATTORNEYS FEES**

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is required to enforce or interpret the provisions of this Agreement, the prevailing Party in such litigation shall be entitled to an award of reasonable attorney's fees in addition to any other relief to which it may be entitled.

## **IX. WAIVER**

Waiver by any Party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

## **X. BINDING EFFECT**

This Agreement shall be binding upon each of the Parties hereto.

## **XI. GOVERNING LAW**

This Agreement shall be interpreted and construed according to the laws of the State of California, and venue shall lie in a court of competent jurisdiction in Los Angeles County, California.

## **XII. SEVERABILITY**

If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

### **XIII. ENTIRE AGREEMENT**

This Agreement, and any other documents incorporated herein by specific reference shall constitute the entire understanding between the LACMTA, and the Operator regarding the subject matter of this Agreement. This Agreement supersedes all prior oral or written negotiations, representations or agreements including, without limitation, any existing joint pass agreement(s) between the Parties. This Agreement may not be amended, nor any provision or breach hereof waived, except in writing signed by the Parties which expressly refers to this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and attested by their respective duly authorized officers.

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA):**

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

Stephanie N. Wiggins  
Chief Executive Officer

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

APPROVED AS TO FORM:

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

Janice L. Kasai  
County Counsel

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

**CITY OF GARDENA'S GTRANS (Operator):**

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

Tasha Cerda  
Mayor

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

APPROVED AS TO FORM:

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

  
Carmen Vasquez  
City Attorney

Date: 5/31/2024

<b>EZ TRANSIT (BASE)</b>	
<b>RIDER CLASS</b>	<b>GTrans Fare</b>
Regular	\$ 110.00
Senior/Disabled/Medicare	\$ 42.00

<b>20-RIDE PRODUCT (BASED ON SINGLE RIDE)</b>	
<b>RIDER CLASS</b>	<b>GTrans Fare</b>
Regular	\$ 1.00
Student K-12	\$ 0.70
Senior	\$ 0.35
Disabled/Medicare	\$ 0.35

<b>4-RIDE PRODUCT (BASED ON SINGLE RIDE)</b>	
<b>RIDER CLASS</b>	<b>GTrans Fare</b>
Regular	\$ 1.00

***Gardena Transit (GTrans)***

<b><u>EZ TRANSIT (BASE)</u></b>				
Gardena Transit (GTrans) will be reimbursed for EZ TRANSIT (BASE) purchased by LIFE patrons based on following				
Rider Class	Base Fare	Commission Rate	LIFE Reimbursement Rate to Gtrans	LIFE Patron Fare
Regular	\$ 110.00	Standard commission rate applies based on the full pass value	\$ 24.00	\$ 86.00
Senior/Disabled/Medicare	\$ 42.00	Standard commission rate applies based on the full pass value	\$ 8.00	\$ 34.00

<b><u>20-RIDE PRODUCT (BASED ON SINGLE RIDE)</u></b>			
Gardena Transit (GTrans) will be reimbursed for each ride taken by LIFE patron based on following schedule			
Rider Class	Base Fare	Reimbursements based on the lower of the cash fare or the amount below	LIFE Reimbursement Amount to GTrans (Maximum)
Regular	\$ 1.00	\$ 1.14	\$ 1.00
College/Vocational	\$ 1.00	\$ 1.14	\$ 1.00
Student K-12	\$ 0.70	\$ 0.48	\$ 0.48
Senior	\$ 0.35	\$ 0.38	\$ 0.35
Disabled/Medicare	\$ 0.35	\$ 0.38	\$ 0.35

<b><u>4-RIDE PRODUCT (BASED ON SINGLE RIDE)</u></b>			
Gardena Transit (GTrans) will be reimbursed for each ride taken by LIFE patron based on following schedule			
Rider Class	Base Fare	Reimbursements based on the lower of the cash fare or the amount below	LIFE Reimbursement Amount to GTrans (Maximum)
Regular	\$ 1.00	\$ 1.14	\$ 1.00



# ***City of Gardena***

## ***Gardena City Council Meeting***

### ***AGENDA REPORT SUMMARY***

Agenda Item No. 8.J  
Section: CONSENT CALENDAR  
Meeting Date: June 11, 2024

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

AGENDA TITLE: Approve Funding Agreement between City of Gardena and South Coast Air Quality Management District for the AB2766 / MSRC Zero Emission Microtransit Service Grant Program

**CONTACT: TRANSPORTATION**

**COUNCIL ACTION REQUIRED:**

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

In preparation for the development and deployment of its new on-demand microtransit service, GTrans applied for and was awarded \$424,134 by the Mobile Source Air Pollution Reduction Review Committee's (MSRC) Zero-Emission Microtransit Service grant program for the GTrans Microtransit Service Pilot Project. The MSRC program is funded by dedicated AB 2766 fees which are directed by the South Coast Air Quality Management District (SCAQMD), in keeping with their mission to reduce air pollution from vehicles.

GTrans' pilot project - Flexi Powered by GTrans - was approved by City Council in December 2023 and includes the comingling of its current paratransit service with a new, on-demand microtransit service. Using a fully automated scheduling and dispatching solution, the software provides additional features such as booking via website and smartphone applications. As the mission of both the MSRC and the SCAQMD is to reduce air pollution, only the service operated using GTrans' two, zero-emission Ford E-Transit vehicles is eligible for reimbursement. Funds may also be used for marketing and outreach, which are also included in the project. While GTrans will also be using additional vehicles to deploy the service, GTrans' matching funds will cover the cost of the service deployed using all other vehicles, as well as any capital costs incurred. The total cost of the project is \$1,740,126: the grant will provide \$424,134 (24.4%) and GTrans will provide a match of \$1,315,992 (75.6%).

The terms of the grant are done on a reimbursement basis, upon submittal of qualifying invoices. GTrans will also provide quarterly updates and service information to MSRC throughout the project. In order to access these funds, an agreement must be executed between the two parties. The City Attorney has reviewed and approved the attached draft document, which will be signed by all City of Gardena parties upon Council approval.

Therefore, staff recommends that Council approve the agreement between the City of



Gardena and South Coast Air Quality Management District for AB2766 / MSRC Zero Emission Microtransit Service Grant Program in support of the GTrans Microtransit Service project.

**FINANCIAL IMPACT/COST:**

GTrans has funds in its existing and proposed operating and capital budgets for the deployment of this service, which will be considered a match for the MSRC/SCAQMD grant funds. There is no impact to the General Fund.

**ATTACHMENTS:**

[MSRC\\_South\\_Coast\\_AQMD\\_Contract\\_\\_ GTrans MicroTransit Project MS24007-4283.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

---

Clint Osorio, City Manager



## South Coast Air Quality Management District

Grant Agreement No. MS24007



### AB 2766/MSRC ZERO-EMISSION MICROTRANSIT SERVICE GRANT AGREEMENT

#### 1. PARTIES

The parties to this Grant Agreement ("Agreement") are the South Coast Air Quality Management District (referred to here as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and City of Gardena (referred to here as "RECIPIENT") whose address is 13999 Western Avenue, Gardena, California 90249.

#### 2. RECITALS

- A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State).
- B. Under State Health & Safety Code Sections 44225, *et seq.* (AB 2766), SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee for the purpose of reducing air pollution from motor vehicles and to implement the California Clean Air Act. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
- C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
- D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Agreement with RECIPIENT for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Agreement.
- E. RECIPIENT met the requirements for receipt of AB 2766 Discretionary Funds as set forth in RECIPIENT's Microtransit Service Project Program Proposal dated March 24, 2023, and was awarded a grant under the work program.
- F. RECIPIENT is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
- G. All parties to this Agreement have had the opportunity to have this Agreement reviewed by their attorney.

#### 3. DMV FEES

RECIPIENT acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Agreement. RECIPIENT further acknowledges that payment under this Agreement is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.

#### 4. AUDIT AND RECORDS RETENTION

- A. RECIPIENT shall, at least once every two years, or within two years of the termination of the Agreement if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by RECIPIENT were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
- B. RECIPIENT agrees to maintain records related to this Agreement during the Agreement term and continue to retain these records for a period of two years beyond the Agreement term, except that in no case shall

RECIPIENT be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through RECIPIENT'S audit staff.

- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from RECIPIENT in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve RECIPIENT of its obligation to perform under the terms of this Agreement.

5. TERM

The term of this Agreement is from the date of execution by both parties, which is the effective date of this Agreement, to August 31, 2026, unless terminated earlier as provided for in the TERMINATION clause of this Agreement or the term is extended by amendment of this Agreement in writing. No work shall commence prior to the Agreement start date, except at RECIPIENT's cost and risk, and no charges are authorized until this Agreement is fully executed, subject to the provisions stated in the PRE-AGREEMENT COSTS clause of this Agreement.

6. SUCCESSORS-IN-INTEREST

This Agreement, and the obligations arising under the Agreement, shall be binding on and inure to the benefit of RECIPIENT and their executors, administrators, successors, and assigns.

7. REPORTING

RECIPIENT shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Agreement.

8. TERMINATION

- A. In the event any party fails to comply with any term or condition of this Agreement or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Statement of Work, this failure shall constitute a breach of this Agreement. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this Agreement. Notification shall be provided in the manner set forth in the NOTICES clause of this Agreement. The non-breaching party reserves all rights under law and equity to enforce this Agreement and recover damages.
- B. SCAQMD reserves the right to terminate this Agreement, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, RECIPIENT shall use all reasonable efforts to mitigate its expenses and obligations. RECIPIENT will be paid in accordance with this Agreement for tasks performed and costs incurred that could not be mitigated before the effective date of termination.
- C. RECIPIENT shall be paid in accordance with this Agreement for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Agreement. Before expiration of the thirty (30) days' written notice, RECIPIENT shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by RECIPIENT under this Agreement with the exception of a record copy of such materials, which may be retained by RECIPIENT.

9. INSURANCE

- A. RECIPIENT shall furnish evidence to SCAQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Agreement.
- B. RECIPIENT shall furnish evidence to SCAQMD of general liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work

on this Agreement. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by RECIPIENT to SCAQMD.

- C. RECIPIENT shall furnish evidence to SCAQMD of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Agreement. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by RECIPIENT to SCAQMD.
- D. If RECIPIENT fails to maintain the required insurance coverage set forth above, SCAQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to RECIPIENT or terminate this Agreement for breach.
- E. For MSRC Contracts Administrator: All insurance certificates and other documents evidencing coverage shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Agreement Number must be included on the face of the certificate.**
- F. For Risk Management Department: All insurance certificates and other documents evidencing coverage shall be sent to SCAQMD Risk Management, by email ([insurancecertificate@aqmd.gov](mailto:insurancecertificate@aqmd.gov)). **The SCAQMD Agreement Number must be included on the face of the certificate.**
- G. RECIPIENT must provide annual updates on the insurance coverage throughout the term of the Agreement to ensure that there is no break in coverage during the period of Agreement performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Agreement.

#### 10. INDEMNIFICATION

RECIPIENT agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of RECIPIENT, its officers, its employees, contractors, agents or representatives in the performance of this Agreement. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Agreement and shall remain in full force and effect.

#### 11. DISCLAIMER OF WARRANTY

The purchase or lease of funded vehicles/equipment is the RECIPIENT's decision. The SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or product. Without limiting the foregoing, the SCAQMD will not be financially responsible, or otherwise liable, for the installation or performance of the vehicle/equipment.

#### 12. PAYMENT

- A. SCAQMD shall reimburse RECIPIENT up to a total amount of Four Hundred Twenty-Four Thousand One Hundred Thirty-Four Dollars (\$424,134) in accordance with Attachment 2 – Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Agreement.
- B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, RECIPIENT's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected

during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.

- C. Any funds not expended upon early Agreement termination or Agreement completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to RECIPIENT within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by RECIPIENT.
- D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's Agreement number, period covered by invoice, and RECIPIENT's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
Attn: Cynthia Ravenstein, MSRC Contracts Administrator

- 1. Charges for equipment, material, and supply costs, travel expenses, contractor, and other charges, as applicable, must be itemized by RECIPIENT. Reimbursement for equipment, material, supplies, contractor, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by RECIPIENT).
- 2. SCAQMD shall pay RECIPIENT for travel-related expenses only if such travel is expressly set forth in Attachment 2 - Payment Schedule of this Agreement or pre-authorized by SCAQMD in writing.
- 3. RECIPIENT's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. SCAQMD may reduce payments on invoices by those charges for which receipts were not provided.
- 4. RECIPIENT must submit final invoice no later than ninety (90) days after the termination date of this Agreement or invoice may not be paid.

13. COMPLIANCE WITH APPLICABLE LAWS, LICENSES, PERMITS

RECIPIENT agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Agreement, including complying with all licensing and permitting requirements and obtaining all clearances from appropriate agencies applicable to the project. RECIPIENT must also ensure that the vehicles and/or equipment to be purchased, leased or installed in the performance of this Agreement are in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Agreement term. RECIPIENT shall ensure that the provisions of this clause are included in all contracts and subcontracts.

14. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)

- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
- B. RECIPIENT has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
- C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering

of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. RECIPIENT would then receive the balance of the MSERCs not associated with AB 2766 funding.

15. NOTICES

All notices that are required under this Agreement shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U.S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:  
South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: [cravenstein@aqmd.gov](mailto:cravenstein@aqmd.gov)

RECIPIENT:  
City of Gardena  
13999 Western Ave.  
Gardena, CA 90249  
Attn: Dana Pynn, email: [dpynn@gardenabus.com](mailto:dpynn@gardenabus.com)

16. INDEPENDENT CONTRACTOR

RECIPIENT, its officers, employees, agents, or representatives shall act in an independent capacity, and shall in no sense be considered employees or agents of SCAQMD, nor shall RECIPIENT, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for RECIPIENT's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.

17. OWNERSHIP

Title and full ownership rights to any equipment purchased under this Agreement shall at all times remain with RECIPIENT.



18. NON-DISCRIMINATION

In the performance of this Agreement, RECIPIENT shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, marital status, age, mental status, medical condition, physical or mental disability, or allow unlawful denial of family and medical care leave, denial of pregnancy disability leave, or reasonable accommodations. RECIPIENT shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order.

19. ASSIGNMENT AND TRANSFER OF EQUIPMENT

A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by RECIPIENT without the prior written consent of SCAQMD, and any attempt by RECIPIENT to do so shall be void upon inception.

B. RECIPIENT agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of Equipment, if any, prior to completing the transaction. RECIPIENT shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Agreement. RECIPIENT is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Agreement's terms and conditions to the Buyer. **RECIPIENT will not be relieved of the legal obligation to fulfill the terms and conditions of this Agreement until and unless the Buyer has assumed responsibility of this Agreement's terms and conditions through an executed Agreement with SCAQMD**

20. NON-EFFECT OF WAIVER

The failure of RECIPIENT or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Agreement, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

21. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS

RECIPIENT is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.

22. ATTORNEYS' FEES

In the event any action is filed in connection with the enforcement or interpretation of this Agreement, each party in said action shall pay its own attorneys' fees and costs.

23. FORCE MAJEURE

A party shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the party's reasonable control.

24. SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. HEADINGS

Headings on the clauses of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

26. SIGNATURES

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument. Further, the parties agree that this Agreement or any counterpart may be executed and delivered by DocuSign, or by transmitting a manual signature by fax or .pdf, which shall have the same force and effect as copies executed and delivered with original manual signatures.

27. GOVERNING LAW

This Agreement shall be construed and interpreted, and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Agreement shall be Los Angeles County, California.

28. PRE-AGREEMENT COSTS

Any costs incurred by RECIPIENT prior to RECIPIENT receipt of a fully executed Agreement shall be incurred solely at the risk of the RECIPIENT. In the event that this Agreement is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a fully executed Agreement. If this Agreement is fully executed, pre-Agreement cost expenditures authorized by the Agreement will be reimbursed in accordance with the Payment Schedule and payment provision of the Agreement.

29. CHANGE TERMS

Changes to any part of this Agreement must be requested in writing by RECIPIENT and approved by MSRC in accordance with MSRC policies and procedures. RECIPIENT must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Agreement shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.

30. ENTIRE AGREEMENT

This Agreement represents the entire agreement between RECIPIENT and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

31. AUTHORITY

The signatory hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Agreement and to legally bind RECIPIENT both in an operational and financial capacity and that the requirements and obligations under this Agreement are legally enforceable and binding on RECIPIENT.



IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT      CITY OF GARDENA

DocuSigned by:  
By: Vanessa Delgado  
80DA506BAE204BD...  
Vanessa Delgado, Chair, Governing Board

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Bayron T. Gilchrist, General Counsel

By: Barbara Baird

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

//MSRC Master Boilerplate  
Revised March 15, 2023



**Attachment 1  
Statement of Work  
City of Gardena  
Agreement Number MS24007**

**Project Description**

The purpose of this agreement is to implement a project to provide micro-transit services within the City of Gardena, California. The City of Gardena, hereinafter referred to as RECIPIENT, proposed to provide such micro-transit service, the GTrans MicroTransit Service. Service is to be provided in an approximately 20 square mile area of the City of Gardena. One of the goals of the program is to attract new transit riders by connecting them to/from their final destinations. The service will also incentivize residents, employees and visitors to park only once and use the service to travel within the service area, thereby reducing the number of short trips. Using funds provided by SCAQMD, on behalf of the Mobile Source Air Pollution Reduction Review Committee (MSRC), RECIPIENT shall implement the GTrans MicroTransit Service.

**Statement of Work**

**Task I: GTrans MicroTransit Service Planning**

RECIPIENT shall select a vendor to operate GTrans MicroTransit Service (OPERATOR). GTrans MicroTransit Service shall meet the following parameters:

- A. Duration: The GTrans MicroTransit Service project shall operate for twelve months.
- B. Schedule: GTrans MicroTransit Service shall be provided from 6:00 a.m. to 9:00 p.m., Monday through Friday and 10:00 a.m. to 9:00 p.m. on Saturdays.
- C. GTrans MicroTransit Service Area: GTrans MicroTransit Service shall be provided in the area shown in Attachment 3 - Service Area. RECIPIENT shall coordinate with OPERATOR in finalizing the selection of "virtual stops" (pick-up/drop-off locations without physical markers), which, together with existing bus stops, will avoid imposing lengthy walks. Once the virtual stops are selected, a map showing virtual and bus stops shall be submitted to MSRC staff. RECIPIENT and OPERATOR may subsequently modify virtual stops as needed based on service data and stakeholder feedback.
- D. Ride Hailing Options:
  - 1. RECIPIENT shall provide a mobile application through which users can book a ride;
  - 2. RECIPIENT shall provide a web page through which rides can be booked; and
  - 3. RECIPIENT shall also provide a call-in number for ride hailing.
- E. Fare: Rides will be offered for \$2 to on-demand customers (\$0.75 for paratransit customers) during the MSRC-supported period of service.
- F. Vehicles: At least two zero emission Ford E-Transit 350 vehicles shall be in circulation at all times during the service hours. Although RECIPIENT plans to use additional vehicles, which are not zero emission, to provide service, only those operational costs associated with rides provided by the Ford E-Transit 350 vehicles shall be eligible for reimbursement. The vehicle type shall be tracked for all rides provided by the service. Supporting documentation to substantiate the vehicles used shall be made available upon request.

**Attachment 1  
Statement of Work  
City of Gardena  
Agreement Number MS24007**

**Task II: Conduct Outreach**

RECIPIENT shall be reimbursed on a quarterly basis as set forth in Attachment 2 – Payment Schedule for the outreach costs associated with the microtransit service. Promotional efforts shall market GTrans MicroTransit Service and, where feasible, the air quality benefits of alternative commute modes. Additionally, RECIPIENT shall pursue cross-promotional opportunities with trip destinations/hubs within the Service Area. When feasible, proposed marketing materials shall be submitted to the MSRC Contracts Administrator for review and approval prior to publication or posting. The MSRC Contracts Administrator shall respond, if applicable, with any comments within three business days, otherwise, the proposed materials shall be deemed approved. GTrans MicroTransit Service promotion elements shall include, but are not limited to:

A. Mass Communication/Advertising:

1. Social media postings;
2. Bus guide advertisement;
3. Mailer to local residents;
4. Take-One brochures; and
5. Vehicle wrapping;

B. Events: Participate in events to market the service.

**Task III: Operate Service**

RECIPIENT shall be reimbursed on a quarterly basis as set forth in Attachment 2 – Payment Schedule for the operating cost of providing microtransit service in accordance with the parameters above.

**Task IV: Develop and Initiate Plan for Future Operation**

RECIPIENT shall develop a plan for continuing operation of the Service following the end of MSRC funding assistance and take such preparatory steps as necessary to implement the plan immediately at the end of the MSRC-supported service. The plan shall be included in the reporting discussed below.

**Task V: Monitoring, Documentation, and Reporting**

Quarterly Reports: RECIPIENT shall provide an accounting of achievement of milestones; current activity; information on outreach impressions (e.g. number of social media hits); preliminary findings and recommendations for completion of contract; any project delays or problems and solutions; and summary and analysis of project results to date on a quarterly basis. Progress Reports that do not comply will be returned to the RECIPIENT as inadequate.

Final Report: Following completion of the 12-month duration of MSRC-supported service, RECIPIENT shall prepare a Final Report, in the format provided by MSRC staff, that summarizes actions taken to develop the program, identifies any obstacles and solutions, discusses the successes of various marketing and administrative techniques or procedures, and quantifies the

**Attachment 1**  
**Statement of Work**  
**City of Gardena**  
**Agreement Number MS24007**

overall emission reduction benefits of the project. The Final Report shall also address boardings per revenue hour, percent shared rides, percentage of trips to/from transit hubs, and customer satisfaction.

**Project Schedule**

RECIPIENT shall comply with the increments of progress identified in the following chart.

Task	Completion
Task I: GTrans MicroTransit Service Planning	September 2024
Task II: Conduct Outreach	September 2025
Task III: Operate Service	December 2025
Task IV: Develop Plan for Future Operation	October 2025
Task V: Monitoring and Reporting	
Quarterly reports	On the 15 <sup>th</sup> of January, April, July, and October for the previous quarter until MSRC-supported operation is complete
Final Report	June 2026

**Attachment 2  
Payment Schedule  
City of Gardena  
Agreement Number MS24007**

**Cost Breakdown**

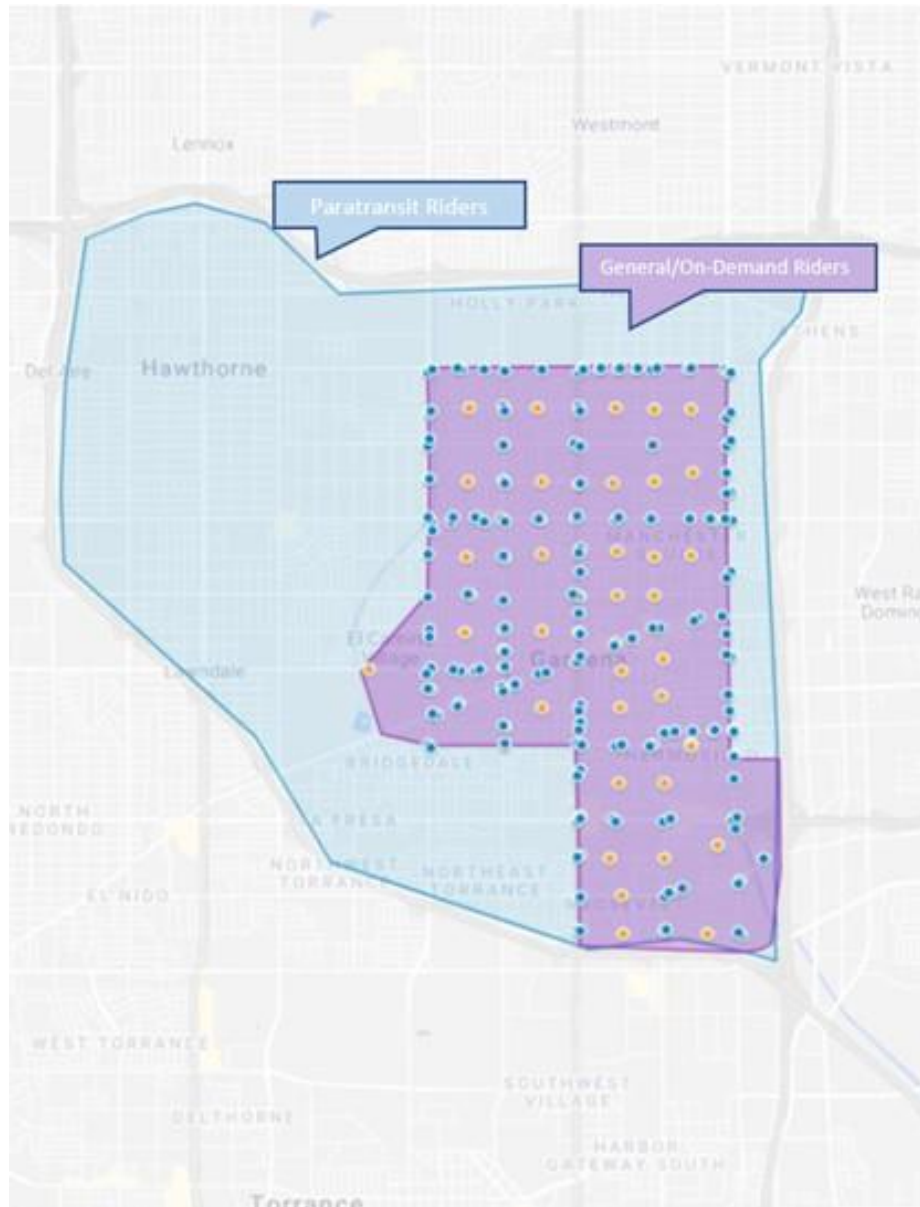
<b>GTrans Microtransit Cost Element</b>	<b>Maximum AB 2766 Discretionary Funds payable under this Agreement</b>	<b>RECIPIENT and partners' Co-Funding</b>	<b>Total Project Cost</b>
Vehicle procurement & capital improvements	\$0	\$323,002	\$323,002
Task I: Gtrans Microtransit Service Planning	\$0	\$107,532	\$107,532
Task II: Conduct Outreach and Marketing	\$65,886	\$131,771	\$197,657
Task III: Operate Service	\$358,248	\$725,683 (includes fares)	\$1,083,931
Task IV Develop and Initiate Plan for Future Operation	\$0	\$11,948	\$11,948
Task V: Monitoring, Documentation and Reporting	\$0	\$16,056	\$16,056
<b>Totals</b>	<b>\$424,134</b>	<b>\$1,315,992</b>	<b>\$1,740,126</b>

RECIPIENT and partners' co-funding contributions for vehicles, capital improvements, and Tasks I, IV and V are not required to be documented provided that other co-funding sources are equal to or greater than \$857,454. Co-funding must be expended proportionally, so that the amount of AB 2766 Discretionary Funds reimbursed to RECIPIENT shall not exceed 33% of actual costs for Tasks II and III.

RECIPIENT shall be reimbursed according to the amounts stated above upon submission of invoices which shall include a detailed accounting of labor hours and other expenses, as well as submission of any third-party invoices. For Outreach and Marketing work, lost revenue which might otherwise have been obtained had the advertising space been sold, sometimes referred to as the "value" of the advertising, does not qualify for reimbursement.

**Attachment 3**  
**Supporting Documentation**  
**City of Gardena**  
**Agreement Number MS24007**

1. Map of Service Area



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# **NOTICE OF CANCELLATION**



## **City of Gardena**

### **Planning & Environmental Quality Commission**

Notice is hereby given that the regular meeting of the  
Planning & Environmental Quality Commission  
scheduled for June 4, 2024,  
**has been canceled.**

The next regularly scheduled meeting will be held on  
June 18, 2024, at 7 p.m.

Dated this 30<sup>th</sup> day of May 2024

/s/ MINA SEMENZA  
City Clerk



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 16.A  
Section: DEPARTMENTAL  
ITEMS - PUBLIC WORKS  
Meeting Date: June 11, 2024

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

AGENDA TITLE: Approve Contract for HF&H Consultants, LLC to Monitor the Solid Waste Agreement and Manage Senate Bill 1383 Requirements for the City of Gardena, in the amount of \$226,000.

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

**Staff Recommendation: Approve Contract**

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

In March 2022, the City Council approved the Solid Waste Management Franchise Agreement with Waste Resources of Gardena. The Agreement incorporated the diversion goals by the California Integrated Waste Management Act of 1989 and recent regulation requirements. With the State's increase in regulations for waste diversion and recycling services, Senate Bill (SB) 1383 required a reduction of methane emissions resulting from decomposition of organic waste in landfills. The burden was then placed on local jurisdictions to enact and enforce ordinances to comply with SB 1383 regulations. As a result, the City adopted a mandatory organic recycling ordinance to incorporate into the City's Municipal Code.

Since 2020, HF&H Consultants, LLC (HF&H) successfully updated the City's Solid Waste Franchise Agreement and ordinances to include the SB 1383 requirements for the City, monitored the Solid Waste Franchise Agreement and managed the SB 1383 requirements. HF&H will continue to provide legislative and regulatory updates, prepare public education and outreach materials for recycling and organics diversion, analyze reports to ensure requirements are met, track procurement of recovered organic waste products, review the Tier 1 and Tier 2 Edible Food Generator and food recovery organization list, compile data for CalRecycle's annual Electronic Annual Report and assist the City with preparing for the jurisdiction compliance evaluation. With over 20 years of experience, HF&H is a subject matter expert in solid waste, recycling compliance and environmental mandate requirements.

Staff respectfully recommends that the City Council approve the two-year contract for HF&H to continue monitoring the Solid Waste Franchise Agreement and managing SB 1383 requirements, in the amount of \$226,000.

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

Financial Impact: \$226,000 for two-year contract for period: July 1, 2024 to June 30, 2026



Funding Source: \$162,960 CalRecycle SB 1383 grant and General Fund \$63,040  
(The City receives franchise admin fee revenue from Waste Resources of Gardena for  
Regulatory Compliance with AB 939/SB 1383 to offset these costs)

**ATTACHMENTS:**

[Agreement\\_HF&H Consultants.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

---

Clint Osorio, City Manager

## **CITY OF GARDENA CONSULTANT AGREEMENT WITH HF&H CONSULTANTS, LLC**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **City of Gardena**, a municipal corporation ("City") and **HF&H Consultants, LLC**, a California LLC ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. **RECITALS.** This Agreement is made and entered into with respect to the following facts:
  - A. Whereas, City is desirous of obtaining professional consultant services to monitor the solid waste franchise agreement and manage the Senate Bill 1383 requirements;
  - B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to accomplish these services; and
  - C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement; and
  - D. Whereas, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

2. **TERM OF AGREEMENT.** This Agreement shall commence upon execution and shall continue until completion, unless earlier terminated as provided below.
  - A. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.
  - B. City may terminate this Agreement for cause by giving thirty (30) days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.
  - C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City all data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the services under this Agreement, whether completed or in progress. Consultant shall be entitled to reasonable compensation for the

services it performs up to the date of termination; however, if the Agreement is terminated by City for cause, other than lack of funding, or by Consultant without cause, City shall be entitled to deduct any costs it incurs payment to another consultant for Services, which duplicate Consultant's Services to date. In the event of termination for other than cause attributable to Consultant, Consultant shall be deemed released for liability for any work assigned but not completed as of the effective date of termination.

3. **SERVICES.** Consultant agrees to provide the services as specified in the Consultant's Proposal, Exhibit A, attached hereto and incorporated herein by this reference ("services"). Unless otherwise specified herein, Consultant shall, at its sole cost and expense, furnish all facilities, equipment and personnel which may be required for providing the Services pursuant to this Agreement.
4. **ADDITIONAL SERVICES.** If City determines that additional services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the agreed upon charges therefore as set forth in the written authorization. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.
5. **CONSULTANT'S PROPOSAL.** This Agreement shall include Consultant's proposal or bid which is incorporated herein as Exhibit A. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
6. **PERSONNEL.** City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City. During the term of this Agreement, Consultant shall provide the services specified in the proposal. Such individual(s) shall not be replaced without the prior written consent of City.
7. **PERFORMANCE BY CONSULTANT.** Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.
8. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.

9. **MONITORING OF CONSULTANT.** Consultant's performance of this Agreement shall be continuously monitored by the Public Works Director/City Engineer. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by the Public Works Director/City Engineer. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the Public Works Director/City Engineer. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the Public Works Director/City Engineer determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this Agreement for cause as specified in Section 2 above.

10. **COMPENSATION.** Consultant shall be compensated as follows:

- A. Amount. City shall compensate Consultant for services rendered pursuant to this Agreement at the rate specified in the attached fee proposal hereto and incorporated herein by reference. In no event shall compensation under this Agreement exceed **two-hundred twenty-six thousand and 00/00 (\$226,000.00)** without the prior written authorization of the City Council.
- B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. For payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced. City shall review the invoices to determine whether services performed, and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.
- C. Expenses. Consultant shall not be entitled to any additional compensation for expenses.

# 11. **INSURANCE REQUIREMENTS.**

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

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

- B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-VII, unless otherwise approved by City.
- C. Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:
  - 1. Commercial General Liability Insurance – a policy for occurrence coverage for bodily injury, personal injury and property damage, with coverage at least as broad as Insurance Services Office Form CG 00 01, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.
  - 2. Commercial Auto Liability Insurance – a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.
  - 3. Worker's Compensation and Employers Liability Insurance – a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.
  - 4. Professional Errors & Omissions ("E&O") – a policy with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder. This policy shall be issued by an insurance company which is admitted to do business in the State of California.
  - 5. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

- a. Additional insureds: "The City Gardena and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
  - b. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
  - c. Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Gardena, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Gardena shall be excess and not contributing with the insurance provided by this policy."
  - d. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Gardena, its officers, officials, agents, employees, and volunteers.
  - e. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.
- E. Deductibles. Any deductible or self-insured retentions over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

- F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.
- G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.
- H. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 12. **INDEMNITY.**

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

Consultant shall defend, indemnify, and hold harmless the City, including its officials, officers, employees, and agents from and against all claims, suits or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions to act by Consultant or its agents, officers, employees, subcontractors, or independent contractor, in the performance of its obligation as pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of City, its officers, agents, employees or volunteers.

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

13. **COOPERATION.** In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

14. **INDEPENDENT CONTRACTOR.** Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have

no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

- 15. PERS ELIGIBILITY INDEMNIFICATION.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

- 16. NON-LIABILITY OF CITY.** No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.
- 17. OWNERSHIP OF WORK PRODUCT.** All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant as City employee(s) for hire and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination or expiration of this Agreement.



**18. CONFIDENTIALITY CLAUSE.** Consultant acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Consultant agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information" (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Consultant must comply with all HIPAA requirements and rules when determined applicable by the City. If City determines that (1) City is a "covered entity" under HIPAA, and that (2) Consultant will perform "business associate" services and activities covered under HIPAA, then at City's request, Consultant agrees to execute City's Agreement in compliance with HIPAA.

Consultant shall ensure its directors, officers, employees, Sub-consultants or agents use personal information solely for the purposes of accomplishing the services set forth herein. Consultant and its Sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the City or as otherwise required by law.

Any breach of this provision may result in termination of the Agreement and demand for return of all personal information. Moreover, Consultant will indemnify and hold the City harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the information as a result, in whole or in part, of Consultant's action or inaction.

19. **NONUSE OF INTELLECTUAL PROPERTY OF THIRD PARTIES.** Contractor shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Contractor has a license. Contractor shall indemnify and hold City harmless against all claims raised against City based upon allegations that Contractor has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Contractor pursuant to this Agreement.
20. **WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.
21. **COMPLIANCE WITH LAWS.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.
22. **CONFLICT OF INTEREST AND REPORTING.** Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.
23. **NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.
24. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of Consultant.
25. **ASSIGNMENT.** Consultant shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, except for any monies due the Consultant, without the prior written consent of City. Such consent by City shall not

be unreasonably withheld. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.

26. **NOTICES.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City:                      City of Gardena  
                                     1700 West 162nd Street  
                                     Gardena, California 90247  
                                     Attn: Allan Rigg  
                                     Director of Public Works

To Consultant:            HF&H Consultants, LLC  
                                     2081 Business Center Drive, Suite 265  
                                     Irvine, CA 92612  
                                     Attn: Laith Ezzet, CMC  
                                     Senior Vice President

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

27. **LICENSED STATUS.** Consultant shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including, but not limited to, a City Business License.

28. **FAMILIARITY WITH WORK.** By executing this Agreement, Consultant warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's own risk, until written instructions are received from City.

29. **PUBLIC RECORD ACT DISCLOSURE.** Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of

any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

30. **MAINTENANCE OF RECORDS.** Consultant shall maintain for a minimum of three (3) years from the completion date of the Services under this Agreement, the following records:

- A. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assume proper accounting for all funds;
- B. Records which establish that Consultant and all subcontractors who render Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations;
- C. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.
- D. The aforementioned records shall be made available to City or any authorized representative thereof upon request for audit.

31. **BINDING EFFECT.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

32. **GOVERNING LAW.** This Agreement shall be interpreted and construed according to the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

33. **SECTION HEADINGS.** The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.

34. **AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

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

36. **PREPARATION OF AGREEMENT.** Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

37. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
38. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.
39. **ELECTRONIC SIGNATURE.** The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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

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

CITY OF GARDENA

CONSULTANT – HF&H Consultants, LLC

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

Laith Ezzet

\_\_\_\_\_  
Name

ATTEST:

\_\_\_\_\_  
Sign: *Laith Ezzet*

Title: Senior Vice President

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

\_\_\_\_\_  
Name

APPROVED AS TO FORM:

\_\_\_\_\_  
Sign:

Title:

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



2081 Business Center Drive, Suite 265  
Irvine, CA 92612  
Telephone: 949/251-8628

Northern California  
Southern California  
[www.hfh-consultants.com](http://www.hfh-consultants.com)

April 10, 2024

Mr. Allan Rigg, P.E., AICP  
Director of Public Works  
City of Gardena  
1700 West 162nd Street  
Gardena, CA 92047

**Subject: Proposal to Provide SB 1383 Solid Waste Consulting Services**

Dear Allan Rigg,

HF&H Consultants (HF&H) is pleased to submit this proposal to the City of Gardena (City) to provide solid waste consultant services. HF&H has a long history of successfully providing these services to jurisdictions throughout California since 1989.

We believe that HF&H brings the following qualifications and benefits to the City:

1. ***We are an industry recognized thought-leader in environmental strategic planning, goal setting, policy development and program implementation.*** Clients of HF&H receive innovative and pragmatic solid waste and recycling plans that have been developed with decade's worth of diverse experience. Our pioneer role in the zero-waste planning field, assisting communities such as the cities of San Diego, Santa Monica, and Oceanside, and the County of San Diego, has provided us with an unmatched menu of services and programs, as well as unrivaled implementation experience. This range of experience allows us to develop both short and long-term goals that meet the specific needs of our clients, while maintaining a realistic understanding of the impacts on client costs and diversion.
2. ***HF&H is regarded as the industry expert for SB 1383 compliance.*** Since developing model tools for CalRecycle in 2019, HF&H has continued to support jurisdictions and other regulated entities across the state with implementing programs and policies to reach compliance with SB 1383 regulations. In total, HF&H has worked with over 90 communities throughout California, representing over 10 million residents, continuously adapting compliance to fit a variety of real-world conditions. Our range of experience supporting California jurisdictions with SB 1383 includes, but is not limited to, corrective action plan (CAP) assistance, contract management compliance, strategic planning, cost modeling, sole source and competitive procurements, ordinance development, and engagement in the regulatory process.
3. ***We identify the individual needs of our clients.*** At HF&H we partner with key stakeholders, including City Council, City staff, residents, and other applicable parties, to set measurable, achievable goals. The purpose of these goals is to meet the specific needs of the community and achieve regulatory compliance while minimizing the financial impact on ratepayers. Again, our experience has helped us



Mr. Allan Rigg  
April 10, 2024  
Page 2 of 2

develop a vast array of facilitation methods, including online surveys, webinars, live streams, and council workshops. HF&H staff includes SWANA and CRRA certified zero waste instructors.

4. ***HF&H does not provide solid waste consulting services to waste haulers.*** HF&H provides consulting services to municipalities for the better interest of our clients and to avoid potential conflicts of interest that may arise in firms that attempt to serve public agencies and haulers. Additionally, our municipal focus ensures that we are aware of the unique requirements of public officials.

Thank you for the opportunity to provide you with this information. We look forward to continuing our partnership with the City. If you have any questions, please contact Laith Ezzet at (949) 251-8902, [lezzet@hfh-consultants.com](mailto:lezzet@hfh-consultants.com); or Karla Del Rosario at (949) 409-6430, [kdelrosario@hfh-consultants.com](mailto:kdelrosario@hfh-consultants.com).

\* \* \* \* \*

Very truly yours,  
HF&H CONSULTANTS, LLC

A handwritten signature in dark ink, appearing to read 'Laith Ezzet', written in a cursive style.

Laith B. Ezzet, CMC  
Senior Vice President

A handwritten signature in dark ink, appearing to read 'Karla Del Rosario', written in a cursive style.

Karla Del Rosario  
Senior Associate



## **SECTION 1: SCOPE OF WORK**

### **Background**

The City of Gardena (City) entered into an amended and restated agreement with Waste Resources of Gardena (WRG) for the collection and handling of solid waste generated in the City that commenced on July 1, 2022. HF&H Consultants, LLC (HF&H) has assisted the City since 2020 with contract negotiations, SB 1383 ordinance development, and subsequent contract management assistance. As described below, HF&H has addressed various areas of service to assist City staff with management of the City's exclusive agreement with WRG.

#### **Task 1: SB 1383 Franchise Management**

HF&H has developed contract management monitoring tools and mechanisms to ensure that the City obtains the full value of the services for which it has contracted with WRG. This also includes communication assistance with the City's CalRecycle representatives regarding SB 1383 compliance matters identified in the franchise agreement.

#### **Monthly Meetings**

HF&H will host virtual monthly meetings with City staff and WRG to monitor WRG's compliance with contractual requirements, discuss the success of recycling programs and plans to improve waste diversion, and monitor the City's overall regulatory compliance in areas covered by the franchise agreement. Additional tasks may also include:

- Review of program participation levels, reviewing WRG's outreach, and discussing findings during the monthly meetings.
- Review trends in residential curbside recycling and organics diversion, and commercial/multi-family diversion on a monthly basis.
- Track solid waste legislation, regulations, CalRecycle policy decisions, and other solid waste issues pertinent to the City.
- Provide legislative and regulatory updates and discuss significant items at monthly meetings.
- Brief the City on new updates to key recycling legislation.

#### **Reporting and Recordkeeping**

WRG currently uses HF&H's excel-based reporting program which tracks and analyzes the monthly, quarterly, and annual reports submitted by WRG. Through the use of this program, HF&H can:

- Identify potential irregularities and/or inaccuracies of the data submitted via WRG's reports.
- Track the progress of AB 939, AB 341, AB 1826, and SB 1383 compliance.
- Track container contamination minimization compliance with SB 1383, through continued review and analysis of annual route review data and technical assistance efforts made by WRG staff.

**Public Education and Outreach**

Public education is important to ensuring the success of the City's diversion programs. The City's franchise agreement with WRG contains specific public education and outreach requirements. HF&H will:

- Review information provided by WRG to confirm that they provide their customers with SB 1383 required information including (i) proper separation of materials, (ii) organic waste prevention, (iii) on-site recycling, (iv) methane reduction benefits, (v) how to recycle organic waste, (vi) self-haul requirements, and (vii) edible food donation.
- Monitor and track the quantity and quality of public education pieces prepared by WRG.
- Suggest topics for public education pieces and review WRG public education pieces for accuracy.

Upon City request, HF&H will prepare public education and outreach items and review WRG's annual public education budget. HF&H will provide public education support for the commercial, multi-family, and single-family curbside diversion programs to ensure relevant information and topics regarding State legislation (like AB 341, AB 1826, and SB 1383) are included in outreach materials.

**Procurement Requirement Tracking**

SB 1383 requires jurisdictions to annually procure a quantity of recovered organic waste products (ROWP) effective January 1, 2022. The quantity is calculated by multiplying the per capita procurement target by the City's population (0.08 ROWP tons x 60,344 = 4,828 ROWP tons). Due to AB 1985's phased in SB 1383 organic waste procurement requirements, the City's 2024 procurement target is 3,138 ROWP tons (65% of the City's annual ROWP target). To assist the City's compliance with SB 1383, HF&H will monitor progress towards the City's ROWP annual target on a monthly basis.

**Edible Food Program Support**

HF&H will annually review the Tier 1 and Tier 2 Edible Food Generator (EFG) and food recovery organizations (FRO) and food recovery service providers (FRS) lists to ensure data is up to date. HF&H will also assist the City by responding to questions from Los Angeles County including attendance at virtual countywide meetings.

- Review Tier 1 and Tier 2 EFGs and FRO/FRS lists provided by WRG and upon request, cross-reference the data with county-provided database lists.
- Develop drafts for review by the City of public education and outreach information notices for EFGs and FROs/FRS. This information will be distributed by the City to the Tier 1 and Tier 2 EFGs and FRO/FRS lists provided by WRG.

**Annual State Reporting Support**

WRG prepares the majority of the City's EAR report due to CalRecycle annually by August 1. To ensure the City meets this annual reporting requirement, HF&H will:

- Review the City's EAR prepared by WRG.
- Assist the City with identifying SB 1383-related data needed from other City Departments for inclusion in the EAR.
- Assist the City by responding to questions from CalRecycle and prepare for and participate in the annual conference calls and meetings with CalRecycle.

In addition to the EAR, HF&H will also support City staff in the completion and submittal of Form 303 documents due annually on October 1.

**SB 1383 Compliance Evaluation and Implementation Record Planning Support**

Article 15 of SB 1383 outlines enforcement oversight provisions whereby CalRecycle evaluates a jurisdiction's compliance with SB 1383 requirements. HF&H will assist the City with preparing for a jurisdiction compliance evaluation including attending meetings with CalRecycle. In preparation, HF&H will assist the City with developing their Implementation Record by performing the below tasks so that it may be provided to CalRecycle within ten business days of request:

- Prepare an outline of data needed for the Implementation Record.
- Provide a list of Implementation Record items included in WRG reporting including file locations.
- Present an example file folder structure to the City of how to organize Implementation Record data.
- Advise on best management practices in monitoring and recordkeeping.

**Ad Hoc Consulting Services**

HF&H will assist with various waste management-related inquiries and miscellaneous tasks that arise from time to time. These tasks may include legislative research and reporting and providing general solid waste and recycling analysis and liaison assistance.

**Additional SB 1383 Items**

The SB 1383 Contract Management services selected by the City for HF&H to perform is not inclusive of all requirements needed for full compliance with SB 1383. Some additional services presented to the City in HF&H's SB 1383 Grant Menu but were not selected are listed below, and we understand that City staff will be responsible for performing these activities. Should the City decide to move forward with any of the services listed below, HF&H will meet and confer with the City prior to implementation.

*Edible Food Recovery Assistance and Capacity Building*

In addition to ensuring the City has an accurate listing of to EFGs and FROs/FRSs operating within the City, jurisdictions must implement an edible food recovery program as outlined in Article 10 of SB 1383. Providing education and outreach to EFGs and FROs/FRSs is an annual requirement and other actions needed for full compliance include but are not limited to:

- Increasing EFG access to FROs/FRSs including increasing capacity for edible food recovery.
- Surveying EFGs and FROs/FRSs to confirm data and providing technical assistance.
- Monitoring EFG and FRO/FRS recordkeeping requirements (list of FROs/FRSs partners and contact information, a copy of contracts or written agreements including collection frequency, types of food accepted, etc.).
- Monitoring FRO/FRS recordkeeping requirements (copy of contracts or written agreements with each EFGs including contact information, quantity of edible food recovered from each EFG in pounds per month etc.).

*SB 1383 Enforcement Plan and Best Management Strategies*

Article 14 of SB 1383 outlines a jurisdictions enforcement responsibilities effective January 1, 2024. SB 1383 is prescriptive in that a jurisdiction must keep records of and issue a Notice of Violation to parties who are non-compliant with SB 1383. For a successful enforcement plan, developing a framework and procedures with all stakeholders for implementation is key including consistency with the City's Municipal Code.

*SB 1383 Implementation Record Planning and Support Services*

Jurisdictions have responsibilities under SB 1383 to monitor and report on multiple levels of programming, collection services, compliance monitoring, edible food recovery, processing capacity, procurement, and more. Development and upkeep of the City's Implementation Record requires ongoing coordination with various stakeholders and aggregating and organizing data within a central platform that can be accessible to CalRecycle within ten business days of request.

*Capacity Planning Reporting due August 1, 2029*

Article 11 of SB 1383 outlines organic waste recycling capacity planning requirements which consists of identifying existing or planned infrastructure for organic waste recycling and edible food recovery for maximum recovery. This data is reported to CalRecycle by counties, in coordination with local agencies, on a five-year cycle with the current capacity planning report due on August 1, 2024. The next reporting period falls outside of the service term requested by the City.

**Task 2: Review Annual Rate Adjustment**

HF&H will review WRG's annual rate increase request and assist the City preparing a timeline and coordinating applicable tasks with involved parties. We will review the accuracy of the WRG's calculations, in accordance with the allowable annual increase in the franchise agreement, document recommended adjustments to the submittal (if applicable), and review customer notices.

SECTION 2: FEE PROPOSAL

We will perform the scope of work based on time and materials, not to exceed \$226,000 without written City authorization. Estimated costs for the two proposed periods are as follows:

- July 1, 2024 to June 30, 2025 - \$118,800
- July 1, 2025 to June 30, 2026 - \$107,200

The workplans on the following pages itemize hours by task and staff classification. Hours may be shifted among tasks and between years to achieve the City’s goals for the requested services.

We will bill the City once per month based on the number of hours worked and expenses incurred. Payment is due within 30 days of invoicing. Hourly rates are shown below.

Professional Fees

Hourly rates for professional and administrative personnel through June 30, 2025 are as follows and will be adjusted by 3.5% on July 1, 2025.

Position	Rate
Executive	\$329 - \$360
Senior Project Manager	\$300 - \$325
Project Manager	\$260 - \$295
Senior Associate	\$220 - \$259
Associate Analyst	\$190 - \$210
Assistant Analyst	\$165 - \$185
Administrative Staff	\$125 - \$165

Direct Expenses

Standard charges for common direct expenses are as follows:

Automobile Travel..... Prevailing IRS mileage rate

Airfare and Public Transit..... Actual Cost

## City of Gardena

## Section 2: Fee Proposal

## Proposal to Provide SB 1383 Solid Waste Consulting Services

Table 1: Contract Year 1: July 1, 2024 to June 30, 2025

Task Description		Sr. Vice President	Sr. Project Manager/Advisor	Senior Associate	Assistant Analyst	Labor	
		\$ 360	\$ 304	\$ 242	\$ 170	Hours	Fees
<b>Task 1</b>	<b>SB 1383 Contract Management</b>						
1A	Monitor contract compliance	2	2	24	-	28	\$ 7,136
1B	Schedule and attend monthly meetings	21	8	72	-	101	\$ 27,416
1C	Review and track monthly, quarterly, and annual reports	14	8	26	24	72	\$ 17,844
1D	Review and analyze annual route review data	2	2	16	-	20	\$ 5,200
1E	Review and track public education developed by contractor	4	6	30	8	48	\$ 11,884
1F	Monitor ROWP annual target	4	2	16	-	22	\$ 5,920
1G	Annual review and noticing of Tier 1/2 EFG and FRO/FRS list and assistance with LA County correspondence	-	4	16	8	28	\$ 6,448
1H	Assist with CalRecycle correspondence and annual site visit	2	4	10	-	16	\$ 4,356
1I	Review City's electronic annual report (EAR) drafted by contractor	-	2	12	4	18	\$ 4,192
1J	Prepare for and assist with CalRecycle (JACE) formal compliance review	6	8	24	-	38	\$ 10,400
1K	Assist the City with developing Implementation Record	2	6	16	-	24	\$ 6,416
1L	Track solid waste legislation and policy decisions	3	-	10	2	15	\$ 3,840
1M	Other Tasks as requested by City Staff	2	2	2	2	8	\$ 2,152
<b>Subtotal:</b>	<b>Task 1 Hours &amp; Fees</b>	<b>62</b>	<b>54</b>	<b>274</b>	<b>48</b>	<b>438</b>	<b>\$ 113,204</b>
<b>Task 2</b>	<b>Review Annual Rate Adjustment</b>						
2A	Review and verify contractor's annual rate adjustment	2	6	8	-	16	\$ 4,480
2B	Assist with preparing timeline and coordination with involved parties	-	-	2	-	2	\$ 484
2C	Assist with reviewing notices sent to customers	-	-	2	-	2	\$ 484
<b>Subtotal:</b>	<b>Task 2 Hours &amp; Fees</b>	<b>2</b>	<b>6</b>	<b>12</b>	<b>-</b>	<b>20</b>	<b>\$ 5,448</b>
<b>Total Hours</b>		<b>64</b>	<b>60</b>	<b>286</b>	<b>48</b>	<b>458</b>	
<b>Subtotal</b>		<b>\$ 23,040</b>	<b>\$ 18,240</b>	<b>\$ 69,212</b>	<b>\$ 8,160</b>		<b>\$ 118,652</b>
<b>Total Expenses</b>							<b>\$ 148</b>
<b>Total Fees &amp; Expenses</b>							<b>\$ 118,800</b>

\*Hours may be shifted among tasks and staff

## City of Gardena

## Section 2: Fee Proposal

### Proposal to Provide SB 1383 Solid Waste Consulting Services

Table 2: Contract Year 2: July 1, 2025 to June 30, 2026

Task Description		Sr. Vice President	Sr. Project Manager/Advisor	Senior Associate	Assistant Analyst	Labor	
		\$ 370	\$ 315	\$ 250	\$ 175	Hours	Fees
<b>Task 1</b>	<b>SB 1383 Franchise Management</b>						
1A	Monitor contract compliance	2	2	26	-	30	\$ 7,870
1B	Schedule and attend monthly meetings	21	8	70	-	99	\$ 27,790
1C	Review and track monthly, quarterly, and annual reports	14	8	24	24	70	\$ 17,900
1D	Review and analyze annual route review data	2	2	16	-	20	\$ 5,370
1E	Review and track public education developed by contractor	4	6	22	8	40	\$ 10,270
1F	Monitor ROWP annual target	4	2	16	-	22	\$ 6,110
1G	Annual desktop review and noticing of Tier 1/2 EFG and FRO/FRS list and assistance with LA County correspondence	-	4	14	8	26	\$ 6,160
1H	Assist with CalRecycle correspondence and annual site visit	2	4	10	-	16	\$ 4,500
1I	Review City's electronic annual report (EAR) drafted by contractor	-	2	12	4	18	\$ 4,330
1J	Prepare for and assist with CalRecycle (JACE) formal compliance review			included in Task 1 of Year 1			
1K	Assist the City with developing Implementation Record			included in Task 1 of Year 1			
1L	Track solid waste legislation and policy decisions	4	-	8	2	14	\$ 3,830
1M	Other Tasks as requested by City Staff	4	6	10	8	28	\$ 7,270
<b>Subtotal: Task 1 Hours &amp; Fees</b>		<b>57</b>	<b>44</b>	<b>228</b>	<b>54</b>	<b>383</b>	<b>\$ 101,400</b>
<b>Task 2</b>	<b>Review Annual Rate Adjustment</b>						
2A	Review and verify contractor's annual rate adjustment	2	6	8	-	16	\$ 4,630
2B	Assist with preparing timeline and coordination with involved parties	-	-	2	-	2	\$ 500
2C	Assist with reviewing notices sent to customers	-	-	2	-	2	\$ 500
<b>Subtotal: Task 2 Hours &amp; Fees</b>		<b>2</b>	<b>6</b>	<b>12</b>	<b>-</b>	<b>20</b>	<b>\$ 5,630</b>
<b>Total Hours</b>		<b>59</b>	<b>50</b>	<b>240</b>	<b>54</b>	<b>403</b>	
<b>Subtotal</b>		<b>\$ 21,830</b>	<b>\$ 15,750</b>	<b>\$ 60,000</b>	<b>\$ 9,450</b>		<b>\$ 107,030</b>
<b>Total Expenses</b>							<b>\$ 170</b>
<b>Total Fees &amp; Expenses</b>							<b>\$ 107,200</b>

\*Hours may be shifted among tasks and staff



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 16.B  
Section: DEPARTMENTAL  
ITEMS - PUBLIC WORKS  
Meeting Date: June 11, 2024

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

AGENDA TITLE: INTRODUCTION OF ORDINANCE NO. 1868, Amending Chapter 13.04 Sewer System of the Gardena Municipal Code and Declare California Environmental Quality Act (CEQA) Exemption.

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

**Staff Recommendation: Introduce Ordinance No. 1868 and Declare CEQA Exemption**

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

The City contracted with Carollo Engineers, Inc. to update our Sewer Master Plan. One of the tasks in the Master Plan was to develop a Sewer Design Manual that lists the recommended criteria for the design and construction of sewer collection systems infrastructure.

During the development of the Sewer Design Manual, the City's existing Municipal Code was reviewed for consistency with the proposed Sewer Design Manual and outdated criteria. Seven (7) sections in Chapter 13.04 Sewer System, were found to be outdated or conflicting with the Design Manual. These sections are Scope, Excavation Tunnels, Size and Velocity of Main Line Sewers, House Laterals, Bench Marks, and Kind and Size of Pipe.

These revisions ensure that the Municipal Code aligns with the updated Sewer Master Plan and Design Manual, reflects current best practices in sewer system design and construction. Therefore, staff recommends that the City Council introduce Ordinance 1868 amending Chapter 13.04 Sewer System of the Gardena Municipal Code.

Additionally, declare that the adoption of this ordinance is categorically exempt under CEQA Article 5, Section 15061 (b), (3), "the common sense exemption". The action is largely administrative in nature and designed to improve, not degrade, environmental quality, such that there is no possibility that adopting this Ordinance would adversely affect the environment in any manner that could be significant.

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

None



**ATTACHMENTS:**

[Ordinance 1868.pdf](#)

[Notice of Exemption.docx](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is written on a light gray rectangular background.

---

Clint Osorio, City Manager

## ORDINANCE NO. 1868

**AN ORDINANCE OF THE CITY OF GARDENA, CALIFORNIA,  
AMENDING PORTIONS OF CHAPTER 13.04 (SEWER SYSTEM)  
OF THE GARDENA MUNICIPAL CODE AND FINDING THE  
ACTION IS EXEMPT FROM THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT PURSUANT TO THE  
COMMON SENSE EXEMPTION OF CEQA GUIDELINES  
SECTION 15061 (b)(3)**

WHEREAS, the City found the existing Municipal Code to be outdated or conflicting with the new Sewer Design Manual; and

WHEREAS, on June 11, 2024, the City Council introduced this; and

WHEREAS, on June 25, 2024, the City Council adopted this Ordinance; and

WHEREAS, the City Council took into account all evidence presented, both written and oral;

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

### CHAPTER 13.04 SEWER SYSTEM

SECTION 1. Section 13.04.020 of the Gardena Municipal Code is hereby amended to read as follows:

#### 13.04.020 Scope.

The provisions of this chapter shall apply to the discharge or deposit and discharge of all wastes in, upon, or affecting the city and the design, construction, alteration, use and maintenance of public sewers and house laterals, industrial connection sewers, sewage treatment plants, sewage pumping plants, industrial liquid waste pretreatment plants, dairy screen chambers, sand and grease interceptors and appurtenances; the issuance of permits and the collection of fees therefor; and the inspection of construction.

The provisions of this chapter shall apply to all sanitary sewers and appurtenances thereto, lying within streets or easements dedicated to the city and which are under the sole jurisdiction of the city. (Prior code § 5-4.102)

Design engineers shall reference the City's Sewer Design Manual for the design and construction of sewer collection system infrastructure.

SECTION 2. Section 13.04.350 of the Gardena Municipal Code is hereby amended to read as follows:

13.04.350 Excavation Tunnels.

Excavation tunnels shall be allowed at the approval and discretion of the City Engineer.

SECTION 3. Section 13.04.660 of the Gardena Municipal Code is hereby amended to read as follows:

13.04.660 Part A Design Standards – Main Line Sewers – Size.

Main line sewer pipe shall have an inside diameter of not less than eight inches and shall have sufficient capacity to carry sewage from the area tributary there to when computed based on the methodology outlined in the City's most recent Sewer Master Plan.

SECTION 4. Section 13.04.670 of the Gardena Municipal Code is hereby amended to read as follows:

13.04.670 Design Standards – Main Line Sewers – Velocity.

A main line sewer shall be designed to provide a minimum velocity as required in the City's Design Manual. Any exception to this requirement may be had only upon approval by the city engineer.

SECTION 5. Section 13.04.730 of the Gardena Municipal Code is hereby amended to read as follows:

13.04.730 Design Standards - House Laterals - Services.

House lateral services shall meet the requirements of the City's Design Manual. Any exception to this requirement may be had only upon approval by the city engineer.

SECTION 6. Section 13.04.770 of the Gardena Municipal Code is hereby amended to read as follows:

13.04.770 Design Standards – Bench Marks.

Design drawings shall use the North American Vertical Datum of 1988 (NAVD88) as the vertical control datum. All elevations shown on drawings shall be based on NAVD 88.

SECTION 7. Section 13.04.790 of the Gardena Municipal Code is hereby amended to read as follows:

13.04.790 Design Standards – Kind and Size of Pipe.

All pipe material and size shall meet the requirements in the City's Design Manual.

SECTION 8. CEQA. The City Council finds that the adoption of the local amendments thereof is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guideline section 15061(b)(3) (the commonsense exemption). The action is largely administrative in nature and designed to improve and not degrade environmental quality such that there is no possibility that adopting this Ordinance would adversely affect the environment in any manner that could be significant. As such, staff is directed to file a Notice of Exemption pursuant to CEQA Guidelines sections 15061(b)(3).

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

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

SECTION 11. Effective Date. This ordinance shall not become effective or be in force until thirty (30) days from and after the date of its adoption.

Passed, approved, and adopted this 25<sup>th</sup> day of June, 2024.

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TASHA CERDA, Mayor

ATTEST:

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MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

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



DEPARTMENT of PUBLIC WORKS

1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3731 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

## NOTICE OF EXEMPTION

TO: ☐ Office of Planning & Research  
1400 Tenth Street  
Sacramento, CA 95814

☐ County Clerk / Registrar Recorder  
ATTN: Environmental Filings Clerk  
12400 East Imperial Highway, Room 1101  
Norwalk, CA 90650

**Project Title:** City Hall and PD Electrical Distribution Systems Upgrade, JN 541

**Project Location (Specific):** 1700 W. 162<sup>nd</sup> St., Gardena, Ca. 90247

**Project Location (City):** Gardena **Location (County):** Los Angeles County

**Description of nature, purpose and beneficiaries of project:** This project will upgrade the electrical systems at City Hall and PD.

**Name of public agency approving project:** City of Gardena

**Name of person or agency carrying out project:** City of Gardena

**Exempt Status:** (Check One)

☐ Ministerial: (P.R.C. Sec. 21080[b][1]; Guidelines Sec. 15268)

☐ Declared Emergency: (P.R.C. Sec. 21080[b][3]; Guidelines Sec. 15269[a])

☐ Emergency Project (P.R.C. Sec. 21080[b][4]; Guidelines Sec. 15269[b][c])

☒ Categorical Exemption: Section 15301 Class 1, Existing Facilities

☐ Other: \_\_\_\_\_ Guidelines \_\_\_\_\_ Sec. \_\_\_\_\_ 15061):

**Reason why project is exempt:** This project consists of minor alteration of existing public facilities and involves negligible or no expansion of use beyond that previously existing.

**Contact person:** Jun De Castro **Telephone:** 310-217-9642

**If filed by applicant:**

1. Attach certified document of exempting finding.

2. Has a notice of exemption been filed by the public agency approving the project? ☐ Yes ☐ No

**Date received for filing:**

\_\_\_\_\_  
CLINT OSORIO Date  
Environmental Quality Officer

NOTE: Exempt from Dept. of Fish & Game Wildlife Fee in accordance with de minimis impact finding

TASHA CERDA, Mayor / MARK E. HENDERSON, Mayor Pro Tem  
RODNEY G. TANAKA, Councilmember / PAULETTE C. FRANCIS, Councilmember / WANDA LOVE, Councilmember  
MINA SEMENZA, City Clerk / GUY MATO, City Treasurer / CLINT OSORIO, City Manager / CARMEN VASQUEZ, City Attorney