



GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

Council Chamber at City Hall

1700 West 162nd Street, Gardena, California

Website: www.cityofgardena.org

Tuesday, June 27, 2023

Closed Session 7:00 p.m.

Open Session 7:30 p.m.

TASHA CERDA, *Mayor*

PAULETTE C. FRANCIS, *Mayor Pro Tem*

MARK E. HENDERSON, *Council Member*

RODNEY G. TANAKA, *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*

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

1. **VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at**
youtube.com/CityofGardena
2. **PARTICIPATE BEFORE THE MEETING** by emailing the Deputy City Clerk at 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 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

1. ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

2. CLOSED SESSION

2.A CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Gov. Code Section 54956.9(d)(1)

Clarence Cecil IV Davis v. City of Gardena, et al.

L.A. Sup. Ct. Case No.: BC719909

2.B CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Significant exposure to litigation, pursuant to Gov. Code Section 54956.9(d)(2)

One Potential Case.

CITY ATTORNEY REPORT OUT OF CLOSED SESSION

3. PLEDGE OF ALLEGIANCE

Kendal Anderson

Dana Middle School

4. INVOCATION

5. PRESENTATIONS

5.A Resolution Celebrating the 60th Anniversary of the Gardena-Ichikawa Sister City Relationship (To be presented and co-signed by Mayor Tasha Cerda and City of Ichikawa Mayor Koh Tanaka during the Ichikawa Delegation's July 2 through July 5, 2023 anniversary visit to Gardena). Resolution to be signed during Ichikawa Delegation Welcome Dinner, on July 2, 2023.

[Resolution - 60th Anniversary Gardena - Ichikawa Sister City Affiliation.pdf](#)

5.B Presentation from the Quilts of Valor Foundation and Recognition of Greg T. Tsujiuchi as he is awarded a Quilt of Valor for his service - *to be presented by Phyllis Genereux.*

5.C Gardena Events Video Presentation

6. **PROCLAMATIONS**

- 6.A "Pause for the Pledge of Allegiance" - June 14, 2023 through July 4, 2023 - *To be proclaimed only*
[Proclaim Only-Pledge of Allegiance-2023.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, June 13, 2023
CONTACT: CITY CLERK
[06132023 REGULAR Minutes CC Meeting - FINAL.pdf](#)
- 8.C Receive and File of Minutes:
Planning and Environmental Quality Commission, June 6, 2023
CONTACT: COMMUNITY DEVELOPMENT
[PEQC June 6, 2023 Minutes](#)
- 8.D Approval of Warrants/Payroll Register, June 27, 2023
CONTACT: CITY TREASURER
[Warrant-Payroll Register 06-27-23.pdf](#)
- 8.E Monthly Investment Report, May 2023
CONTACT: CITY TREASURER
[May 2023 Investment Report.pdf](#)
- 8.F Personnel Report P-2023-10 6-27-23
CONTACT: HUMAN RESOURCES
[PERS RPT P-2023-10 6-27-23.pdf](#)
[Job Description - Assistant Transit Operations Manager.pdf](#)
[Job Description - Assistant Director of Transportation.pdf](#)
[Classification and Compensation Schedule - Effective June 27 2023.pdf](#)
- 8.G [Authorization to Execute a Deed Restriction Pursuant to the Requirements of the 2018 Parks Bond Act](#)
CONTACT: COMMUNITY DEVELOPMENT
[18-19-102 Deed Restriction.pdf](#)

- 8.H [Acceptance and Notice of Completion for the Gardena Community Aquatic and Senior Center Project - Underground Utility Phase, JN 978.](#)
CONTACT: PUBLIC WORKS
[NOC_Aquatic & Senior Center Underground Utility Phase.pdf](#)
- 8.I [Approval of the Contract Services Agreement between the City of Lawndale and the City of Gardena for Senior Case Management Services beginning July 1, 2023 through June 28, 2024.](#)
CONTACT: RECREATION & HUMAN SERVICES
[City of Lawndale SSP-Case Management Agreement](#)
- 8.J [Approve Extension for GTrans Participation in Los Angeles County Metro's Pilot Fareless System Initiative \(GoPass\) Providing Free Fares for K-12 and Community College Students](#)
CONTACT: TRANSPORTATION
[GoPass Letter of Support from GHS 6_2023.pdf](#)
- 8.K [Approve Amendment to GTrans Zero-Emission Fleet Transition Plan](#)
CONTACT: TRANSPORTATION
[GTrans Zero-Emission Fleet Transition Plan Update 6_2023.pdf](#)
[GTrans Special Transit Cutaway Vehicle Picture.pdf](#)

9. **EXCLUDED CONSENT CALENDAR**

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

10.A JUNE 20, 2023 MEETING

ZONE TEXT AMENDMENT #3-23

The Planning Commission considered a recommendation to the City Council on adoption of an ordinance amending Title 18 and adding Chapter 5.76 to Title 5 of the Gardena Municipal Code relating to regulations for short term home sharing rentals.

Commission Action: Planning Commission approved resolution No. PC 10-23, recommending that the City Council adopt Ordinance 1854, with modifications to permit issuance, timeframes for compliance, and applicability to extensions.

City Council Action: Receive and File. This item will be brought forth to the Council for review at a future City Council meeting.

10.B JUNE 20, 2023 MEETING

ZONE TEXT AMENDMENT #4-23

Recommendation to the City Council on Ordinance No. 1856 making amendments to Chapter 18.13 of the Gardena Municipal Code relating to accessory dwelling units.

Commission Action: No action was made by the Planning Commission. This item will be brought back to the Commission at a future meeting.

City Council Action: No action is needed.

10.C JUNE 20, 2023 MEETING

ZONE TEXT AMENDMENT #5-23

The Planning Commission considered a recommendation to the City Council on Ordinance No. 1857 making amendments to Section 18.12.060 of the Gardena Municipal Code relating to relating to two-unit housing developments

Commission Action: Planning Commission approved Resolution No. 12-23, recommending that the City Council adopt Ordinance No. 1857.

City Council Action: Receive and File. This item will be brought forth to the Council for review at a future City Council meeting.

To view the complete Planning Commission packet please [CLICK HERE](#).
[PEQC Action Sheet June 20, 2023.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**

12.A [PUBLIC HEARING: RESOLUTION NO. 6635, Adopting the City of Gardena's Amended Budget for Fiscal Year 2023-2024](#)

Staff Recommendation: Staff respectfully recommends that the City Council open the public hearing, receive testimony, allow three (3) minutes for each speaker; and Adopt Resolution No. 6635, Amending the Budget for Fiscal Year 2023-2024

[Proposed Amended FY 2023-2024 Budget.pdf](#)
[Resolution NO.6635.pdf](#)

12.B [PUBLIC HEARING: RESOLUTION NO. 6633, Establishing the Appropriations Limit for Fiscal Year 2023-2024 \(GANN Limit\)](#)

Staff Recommendation: Staff respectfully recommends that the City Council open the public hearing, receive testimony, allow three (3) minutes for each speaker; and Adopt Resolution No. 6633 which establishes the City's Appropriations Limit for Fiscal Year 2023-2024 at \$138,153,439, as required by Article XIII (B) of the California Constitution.

[Resolution 6633 - Gann Limit FY23-24 including Exhibit A.pdf](#)

12.C [RESOLUTION NO. 6634, Acknowledging the Receipt and Filing of the Annual Statement of Investment Policy for the Fiscal Year 2023-2024](#)

Staff Recommendation: Adopt Resolution No. 6634

[Reso. 6634 Investment Policy 2023-2024 including Policy.pdf](#)

- 12.D [Renew the Professional Services Agreement with Alliant Insurance Services, Inc., to provide Insurance Brokerage and Consulting Services for City Property and Casualty Program, in the amount of \\$491,095, for Fiscal Year beginning 2023/2024 through 2027/2028](#)

Staff Recommendation: Approve the renewal of the Professional Services Agreement with Alliant Insurance Services, Inc. for Insurance Brokerage and Consulting Services

[PSA - City of Gardena Alliant - 6_7_23 SIGNED.pdf](#)

- 12.E [Authorize the City Manager to Purchase and Bind Insurance Coverage in the amount of \\$2,130,152.04 for Fiscal Year 2023-2024](#)

Staff Recommendation: Authorize the City Manager to Purchase and Bind Insurance Coverage in the amount of \$2,130,152.04 for Fiscal Year 2023-2024
[EXHIBIT A- Insurance Coverages 2023-2024.pdf](#)

13. **DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT**

- 13.A [PUBLIC HEARING: RESOLUTION NO. 6636, For Vesting Tentative Map #1-22 \(VTM #1-22\) in accordance with Gardena Municipal Code Chapter 17.08, for the subdivision of airspace to create five condominium units for a property located in the Medium Residential Multiple-Family Residential \(R-3\) Zone that qualifies for an exemption for CEQA pursuant guidelines Section 15061\(B\)\(3\) Project Location: 1715 West 149th Street \(APN: 6103-022-091\) Applicant: FM Marketing & Properties, LLC](#)

Staff Recommendation: Conduct a Public Hearing, allow three (3) minutes for each speaker, and Adopt Resolution No. 6636.

[Planning Commission Staff Report, Resolution, and Presentation.pdf](#)

[City Council Staff Report.pdf](#)

[Attachment A - Resolution No. 6636.pdf](#)

[Exhibit A: Conditions of Approval.pdf](#)

[Exhibit B: VTM 83979 \(VTM #1-22\)](#)

[Attachment B - Public Hearing Notice.pdf](#)

- 13.B [Approval of Guidelines for the 12-Month Pilot Commercial Façade Improvement Program](#)

Staff Recommendation: Approve the guidelines for the 12-Month Pilot Commercial Façade Improvement Program.

[Staff Report - Facade Improvement Grant Guidelines.doc](#)

[Commercial Facade Improvement Program Guidelines - Jun 2023 FINAL.pdf](#)

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

- 14.A [Approval of the Budget for International Travel for the City of Gardena's official visit to Ichikawa, Japan, in Celebration of the 60th Anniversary of the Gardena - Ichikawa Sister City Relationship, in an amount not to exceed \\$5,670.00 and designate the \(2\) two officials from Council who will travel to Ichikawa, Japan.](#)

Staff Recommendation: Approve budget for International Travel and designate the (2) two officials from Council who will travel to Ichikawa, Japan.

15. **DEPARTMENTAL ITEMS - POLICE**

- 15.A [Authorization to Purchase Crisis Negotiation Incident Command System from 836 Technologies for \\$35,770.94 for Fiscal Year 2022-2023](#)

Staff Recommendation: Authorize Purchase
[836 Technologies Quote](#)

- 15.B [Authorization of Thermo Scientific TruNarc Handheld Narcotic Analyzer in the Amount Not to Exceed \\$36,830.41 for Fiscal Year 2022-2023.](#)

Staff Recommendation: Authorize Purchase
[Quote](#)
[GSA Contract](#)

16. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

- 16.A [Approve the Fencing Replacement for the Baseball Diamonds at Rowley Park in the amount of \\$37,983 for Fiscal Year 2023-2024](#)

Staff Recommendation: Approve the Fencing Replacement for the Baseball Diamonds at Rowley Park in the amount of \$37,983 for Fiscal Year 2023-2024
[California Fence & Supply Co. Bid](#)
[Innovative Fence Inc. Bid.pdf](#)
[Lobby Traffic Systems Inc Bid.pdf](#)

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

18. **DEPARTMENTAL ITEMS - TRANSPORTATION**

- 18.A [Approve Contract with RideCo for On-Demand Microtransit Software in the amount of \\$635,240 and a Project Total of \\$698,764](#)

Staff Recommendation: Approve Contract
[RFP 2022-04 Contract Package with RideCo Inc.pdf](#)
[RideCo Microtransit Software System Examples.pdf](#)

- 18.B [Approve a Pilot Beach Trolley Service](#)

Staff Recommendation: Approve Service
[Pilot Beach Trolley Service Option A - Redondo Beach Pier.pdf](#)
[Pilot Beach Trolley Service Option B - Hermosa Beach Pier.pdf](#)

- 18.C [Approve Contract with Merrimac Petroleum, Inc. for the Purchase of Unleaded Fuel for a Two-Year Term with Three, One-Year Options at a Cost Not-To-Exceed the Annual Budget Approved by City Council](#)

Staff Recommendation: Approve Contract

[IFB 2022-05 Contract Package with Merrimac Petroleum Inc.pdf](#)

19. **COUNCIL ITEMS**

20. **COUNCIL DIRECTIVES**

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

22. **COUNCIL REMARKS**

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

23. **ANNOUNCEMENT(S)**

24. **REMEMBRANCES**

Mrs. Barbara Jean Mato-Jaeger, 88 years of age, grandmother and loving mother of our City Treasurer Guy Mato.

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, July 11, 2023.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted in the City Hall lobby not less than 72 hours prior to the meeting. A copy of said Agenda is available on our website at www.CityofGardena.org.

Dated this 23rd day of June 2023

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk



RESOLUTION

60th ANNIVERSARY GARDENA ↔ ICHIKAWA SISTER CITY AFFILIATION

WHEREAS, the cities of Ichikawa, Chiba Prefecture, Japan and Gardena, California, USA, joined hands as sister cities through the people-to-people Sister Cities International programs on the sixth day of November, 1962; and

WHEREAS, the goal of that affiliation was to encourage the peoples of both cities to learn about each other's communities, to enjoy one another's hospitality, and to build personal relationships through contact with other cultures; and

WHEREAS, since their affiliation, the peoples of both cities have experienced a growing bond of friendship and mutual understanding, and have expanded the ideals of the people-to-people program through continuous home hospitality and student and adult cultural exchanges; and

WHEREAS, both cities not only seek to maintain their strong relationship, but wish to increase the exchange of knowledge; broaden their mutual understanding, and continue to build long lasting friendships.

NOW, THEREFORE, BE IT RESOLVED, that the cities of

**Ichikawa, Chiba Prefecture, Japan
and
Gardena, California, United States of America**

take great pride in celebrating **SIXTY YEARS** of Sister City affiliation; and furthermore, by reaffirming that affiliation, pledge to each other a continued binding relationship, peace, harmony, friendship, understanding, and mutual respect and admiration.

Signed:

KOH TANAKA, Mayor
City of Ichikawa

TASHA CERDA, Mayor
City of Gardena

Dated: July 2, 2023

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

- JUNE 14, through JULY 4, 2023 -

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 Wednesday, June 14, members of the community were invited to participate in a special Flag Day Celebration that began at 11 :00 a.m. in front of the Nakaoka Community Center. At that time, everyone joined with millions of citizens across our great nation and took time to reflect on our Country's freedoms as we celebrated "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 (Wednesday, June 14) through Independence Day (Tuesday, July 4) to emphasize and celebrate “21 Days to Honor America.”



MINUTES
Regular Meeting of the
Gardena City Council
Tuesday, June 13, 2023

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:03 PM on Tuesday, June 13, 2023, in the Council Chamber at City Hall 1700 West 162nd Street, Gardena, California; Mayor Tasha Cerda presiding.

1. ROLL CALL

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

Mayor Pro Tem Francis opened the meeting.

City Clerk Mina Semenza, noted for the record that Mayor Cerda was not present during roll call.

PUBLIC COMMENT ON CLOSED SESSION - None

2. CLOSED SESSION

2.A CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Gov. Code Section 54956.9(d)(1)

Reyes Enriquez, J v. City of Gardena, et al.

United States District Court, Central District of California, No. 2:20-cv-07049-CBM-E

Attorney Andrea Kornblau of Manning Kass was present for Closed Session.

CITY ATTORNEY REPORT OUT OF CLOSED SESSION

Mayor Cerda reconvened the meeting to the Regular Open Session at 7:38 p.m., and the City Clerk noted the return of all Council Members, with the exception of Mayor Cerda, who were present at the meeting. When City Attorney Vasquez was asked if there was any reportable action from Closed Session, she stated that staff was provided with direction, but no reportable action was taken.

3. PLEDGE OF ALLEGIANCE

Jordan Agyemang, Cameron Agyemang and Morgan Agyemang led the Pledge of Allegiance. All siblings attend Maria Regina Catholic School. Morgan is in the 2nd grade; Cameron is in the 7th grade and Jordan is in the 8th grade. The Agyemang siblings have participated in many of the Gardena City programs. Jordan and Cameron have attended the after-school program at the Nakaoka Community Center in addition to playing in the City's Youth Baseball and Football programs. Morgan participated in the beginning of gymnastics and ballet, tap and jazz classes. This summer all three will be involved in Gardena City Youth Programs. They introduced their parents and principal.

4. **INVOCATION**

John Iwohara, Gardena Buddhist Church, gave the Invocation.

5. **PRESENTATIONS**

5.A Sewer Master Plan Presentation

- Director of Public Works, Allan Rigg introduced Ryan Orgill of Carollo Engineers who gave the first Sewer Master Plan PowerPoint presentation for the City of Gardena.

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

No public comments.

Mayor Pro Tem Francis thanked Mr. Orgill for the thorough presentation and is glad to see it because she inquired about it several council meetings ago. She asked if the existing pipeline is being rehabilitated and are new features being added in so that everything will flow correctly; she then asked the following questions: if the additional sewer pipelines being added or being made bigger to carry more flow; what does an upgrade look like. Mr. Orgill explained the extensive analysis project in detail and answered all questions.

Council Member Henderson stated he enjoyed the presentation and asked the following questions regarding the smoke testing results: if some of the results end up on private property, how will the municipality handle it; will a reminder be sent to fix the inflow. Director of Public Works, Allan Riggs stepped in and gave an explanation of the sewer system and answered all questions.

Council Member Tanaka asked if the entire plan would entail the future of our infrastructure to make sure that what we do now takes care of the future. Director Rigg and Mr. Orgill confirmed, yes, that is correct.

Council Member Love asked about the cost difference between year one, why such a big difference between the first set of work and then the next 10 years? Mr. Orgill explained and answered the questions.

Mayor Cerda asked about the illegal ways that some of the pipelines are done in other cities similar to ours in size, what do you normally notice in percentage? Mr. Orgill explained and answered the questions.

Mayor Cerda thanked Mr. Orgill for the informative presentation.

5.B Gardena Events Video Presentation - ***There was no video presentation.***

Mayor Cerda made a motion to take Oral Communications out of order.

11. ORAL COMMUNICATIONS

- 1) Samantha Myles; Tiffany Jenkins; Kapria Allen; Claudia Garcia; Donetta Bell; Renee Segura; Jose Sanchez and Jacqueline Akiyama - All express their gratitude and experiences with the Gardena Family Child Care Program and staff members. Also, all were asking the City to reconsider eliminating the program.
- 2) Andrea Simental – Interim Manager for the Mayme Dear Library; she came to announce library events for Gardena Mayme Dear Library.

Mayor Cerda asked City Attorney Vasquez to read the GFCC statement below to provide clarification.

The Gardena Family Child Care Program also known as GFCC is a State-funded Family Care Child Care Home Education Network Program providing quality subsidized childcare services for families, who live work or attend school training in Gardena. The city does not operate Child Care under the GFCC program but is intermediary for the states Family Care Child Care Home Education Network Program that refers clients and facilitates the payment to 21 home-based childcare providers and has about 150 children in GFCC, because of the city's involvement with the program the City has potential liability exposure from abuse and sexual molestation cases arising from any of the GFCC providers. The provider's current contract includes a \$1 million abuse and sexual molestation liability insurance coverage requirement and that has been in effect since August of 2020. In May of 2022, the insurance broker notified the City that the carrier would continue to offer the policy, but the effective rates had doubled. A year later in March 2023 the insurance broker notified the city that the carrier would no longer offer the policy that met the City's insurance requirements, subsequently the broker searched for alternative carriers, but they were not successful in finding a replacement carrier. We suspect that several factors contributed to the cancellation of the policy, including recent changes in the law, due to the lack of insurance coverage to protect the city from potential sexual molestation and abuse claims the City has decided not to renew the City's contract with the state and with GFCC providers. The state is actively working on finding another contractor to take over the funding that would partner with the providers to continue providing services to families with children's needs. We will continue working closely with the state and the providers during this transition.

Mayor Cerda stated that she will direct our City Manager to set up a meeting with the City Attorney and invite all providers and any parents who would like to attend and partake in a discussion, and possibly help solve this problem.

Mayor Cerda resumed the order of the Council Meeting with Proclamations.

6. PROCLAMATIONS

6.A LGBTQI+ Pride Month - ***was proclaimed by Mayor Cerda***

7. APPOINTMENTS

- 7.A Youth Commission - Damilola Ogundimu – ***was Appointed by Council Member Henderson***

Youth Commission - Anaiyah Harris – ***was Appointed by Council Member Tanaka***

Ms. Harris and Mrs. Ogundimu, Damilola's mother, spoke and thanked the Council for their appointments. Ms. Damilola was not able to attend the meeting due to being out of town at a conference.

It was moved by Council Member Henderson, seconded by Council Member Tanaka, and carried by the following roll call vote to Appoint Damilola Ogundimu and Anaiyah Harris to the Youth Commission:

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

Noes: None

Absent: 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 23, 2023

CONTACT: CITY CLERK

- 8.C Receive and File of Minutes:
Planning & Environmental Quality Commission, May 16, 2023

CONTACT: COMMUNITY DEVELOPMENT

- 8.D Approval of Warrants/Payroll Register, June 13, 2023

CONTACT: CITY TREASURER

June 13, 2023: Wire Transfer: 12416-12427; Prepay: 171913-171918; Check Numbers: 171919-172121 for a total Warrants issued in the amount of \$3,409,135.65; Total Payroll Issued for June 2, 2023: \$1,656,783.67.

- 8.E Personnel Report P-2023-9 6-13-23

CONTACT: HUMAN RESOURCES

- 8.F Approval Annual Membership and Reserve Assessment Dues in the amount of \$41,728.08 for Fiscal Year 2022-2023 for the City's Participation in the Interoperability Network of the South Bay Joint Powers Agreement

CONTACT: ADMINISTRATIVE SERVICES

- 8.G Approval for an Amendment to Blanket Purchase Order for Pinnacle Petroleum from \$130,000 to \$165,197 to purchase fuel for Fiscal Year 2022-2023

CONTACT: PUBLIC WORKS

- 8.H South Bay Cities Council of Governments MOU Addendum

CONTACT: RECREATION AND HUMAN SERVICES

- 8.I Ratify Administrative Approval of the Supportive Services Program Contract SSP232403

CONTACT: RECREATION AND HUMAN SERVICES

It was moved by Council Member Henderson, seconded by Council Member Love, and carried by the following roll call vote to Approve all Items on the Consent Calendar with the exception of Items 8.E, 8.G, 8.H and 8.I:

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

Noes: None

Absent: None

9. EXCLUDED CONSENT CALENDAR

- 8.E HUMAN RESOURCES - Personnel Report P-2023-9 6-13-23
- Item pulled by Council Member Love

Council Member Love stated that she was confused about the Recreation and Human Services Manager's job description when it comes to the salary, since there are already two higher positions in that department and we're bringing in this person at \$8,000-\$10,000 a month; she asked for the need of this position and if she could get clarification; she then asked the following: is Recreation and Human Services being restructured as a whole department; and if this position is being created to help offset all of the events that we are having; she stated that she is having a bigger struggle with the salary survey comparisons that are being done with our surrounding cities; she stated she doesn't feel it's a fair comparison since we are on a much smaller scale; she continued to say she is not challenging the position, she is challenging the salary and the way we came up with those amounts, with the City doing over 77+ events a year, it's my job to represent the city's best interests; I've talked to some of the staff/employees and they have said it's a lot.

City Manager Osorio explained in detail the salary process and answered all questions.

Council Member Tanaka commented that we are paying a lot and spoke about the cities we are being compared to; he continued to say that our Director is doing a Manager and a Director's job; we do more events than any other cities in the South Bay, and they do not have what we have. We should be proud of what Gardena does.

It was moved by Council Member Tanaka, seconded by Council Member Henderson, and carried by the following roll call vote to Approve Item 8.E:

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

Noes: Council Member Love

Absent: None

- 8.G PUBLIC WORKS - Approval for an Amendment to Blanket Purchase Order for Pinnacle Petroleum from \$130,000 to \$165,197 to purchase fuel for Fiscal Year 2022-2023 - ***Item pulled by Mayor Pro Tem Francis***

Mayor Pro Tem Francis asked for confirmation of the item and if this was for the current fiscal year; she then asked if the increase is because of gas prices being on the rise.

City Manager Osorio answered all questions and explained that this was already approved by Council and has already been ratified.

It was moved by Mayor Pro Tem Francis, seconded by Council Member Love, and carried by the following roll call vote to Approve Item 8.G:

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

Noes: None

Absent: None

- 8.H RECREATION AND HUMAN SERVICES - South Bay Cities Council of Governments MOU Addendum - ***Item pulled by Mayor Pro Tem Francis***

Mayor Pro Tem Francis asked the following questions: if we are adding the \$100,000 to cover the Outreach Coordinator position and are we aligning the expiration date so everything will be in synch; so we are not totally relying on grant money, is there a way we can absorb this position into our budget; she then stated she believes we need this position, we need to figure out a way to absorb into our budget.

City Manager Osorio explained and answered all questions.

It was moved by Mayor Pro Tem Francis, seconded by Mayor Cerda, and carried by the following roll call vote to Approve Item 8.H:

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

Noes: None

Absent: None

- 8.I RECREATION AND HUMAN SERVICES - Ratify Administrative Approval of the Supportive Services Program Contract SSP232403 - ***Item pulled by Mayor Pro Tem Francis***

Mayor Pro Tem Francis asked if this covers existing expenses and if the increase would allow more people to be served.

City Manager Osorio responded.

It was moved by Mayor Pro Tem Francis, seconded by Council Member Henderson, and carried by the following roll call vote to Approve Item 8.I:

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

Noes: None

Absent: None

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

10.A JUNE 6, 2023 MEETING

DISCUSSION OF OUTDOOR DINING REGULATIONS

The Planning Commission discussed regulations relating to Outdoor Dining for restaurant uses.

Commission Action: The Planning Commission provided Planning Staff with direction on regulations relating to Outdoor Dining.

City Council Action: No action is needed.

This Item Required No Action by City Council.

12. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES

- 12.A Approval of the Contribution to the City's California Employers' Retirement Benefit Trust (CERBT) in the amount of \$1,750,000 to be made before June 30, 2023 and Approval of the Budgeted Contribution to the City's CERBT for Fiscal Year 2023-2024 in the amount of \$750,000 to be made before June 30, 2024

City Manager Osorio gave a PowerPoint presentation with his Staff Report.

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

No public speakers.

Council Member Henderson asked if CalPERS has spoken to cities about their investment strategies; other than investing in cannabis, what other opportunities can we address; he continued to say there is going to be more people at the end of the day, so how do we address that with them.

City Manager Osorio answered all questions.

Mayor Pro Tem Francis thanked City Manager Osorio for a great presentation and stated that it looks as though the CERBT program has done very well, and asked do you anticipate in the future that this program will perform just as well; what happens if it does not and how would we recover.

City Manager Osorio explained and answered all questions.

It was moved by Council Member Tanaka, seconded by Mayor Pro Tem Francis, and carried by the following roll call vote for Approval of the Contribution to the City's California Employers' Retirement Benefit Trust (CERBT) in the amount of \$1,750,000 to be made before June 30, 2023 and Approval of the Budgeted Contribution to the City's CERBT for Fiscal Year 2023-2024 in the amount of \$750,000 to be made before June 30, 2024:

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

Noes: None

Absent: None

Noted for the record at 9:07 p.m. Mayor Cerda asked for a 5 minute break.

At 9:09 p.m. Council Meeting was called to order and City Clerk Semenza called role.

13. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

- 13.A Consideration of a Contract Services Agreement between MDG Associates, Inc. and the City of Gardena for the consulting services of a 12- Month Pilot Commercial Façade Improvement Program beginning June 13, 2023, through June 30, 2024.

City Manager Osorio presented the Staff Report.

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

No public speakers.

Council Member Henderson asked although we have payments broken down into phases, do we have an actual project plan, so we know what milestones need to be met; who determines if the milestones are too much or too little.

City Manager Osorio answered all questions.

Mayor Pro Tem Francis then commented and said as I understand the façade program is for \$250,000 and asked about the amount being approved; are these consultants going to be able to work within those guidelines with that amount of money; are they going to come back and ask for more money.

City Manager responded to her questions.

Council Member Love asked if the \$60,000 was on top of or is it coming out of the \$250,000; and if it is for a two-year scoping for a one-year pilot program.

City Manager responded to her questions.

It was moved by Council Member Henderson, seconded by Mayor Pro Tem Francis, and carried by the following roll call vote to Approve the Contract Services Agreement between MDG Associates, Inc. and the City of Gardena in the total amount of \$60,000 for the consulting services of a 12- month pilot Commercial Façade Improvement Program, with a breakdown of \$10,000 in FY 2022-23 and \$50,000 in FY 2023-24:

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

- 13.B INTRODUCTION OF ORDINANCE NO. 1855, An Ordinance Adopting the Most Recent Version of the Los Angeles County Fire Code As Set Forth In Title 32 Of The Los Angeles County Code By Reference; and Finding the Action Exempt from the California Environmental Quality Act Pursuant to the Common Sense Exemption of CEQA Guidelines Section 15061(B)(3)

ORDINANCE NO. 1855

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADOPTING THE MOST RECENT VERSION OF THE LOS ANGELES COUNTY FIRE CODE AS SET FORTH IN TITLE 32 OF THE LOS ANGELES COUNTY CODE BY REFERENCE AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO THE COMMON SENSE EXEMPTION OF CEQA GUIDELINES SECTION 15061(b)(3)

City Manager Osorio presented the Staff Report.

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

No public speakers.

Mayor Pro Tem Francis asked for confirmation that we have no choice other than to adopt this; and this is for the new development, what about some of our older development, will it get grandfathered in.

Council Member Henderson asked what if they create an update that has a financial impact; do they talk to municipalities before they make a financial change.

City Manager Osorio and City Attorney Vasquez explained the process and answered all questions.

Ordinance No. 1855 was introduced by Council Member Love.

It was moved by Council Member Love, seconded by Mayor Pro Tem Francis, and carried by the following roll call vote to Introduce Ordinance No. 1855 and set a Public Hearing on the adoption for the meeting of July 11, 2023:

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

14. DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES - *No Items*

15. DEPARTMENTAL ITEMS – POLICE - *No Items*

16. DEPARTMENTAL ITEMS - PUBLIC WORKS

- 16.A Award Construction Contract for the Pedestrian Safety Improvement FY 2022-2023 Project (Phase 2), JN 513, to Martinez Concrete, Inc., in the amount of \$139,780.00, Declare California Environmental Quality Act (CEQA) Exemption, Approve the Project Specifications and Budget Contingency.

City Manager Osorio presented the Staff Report.

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

No public speakers.

Mayor Pro Tem Francis stated she could not tell from the map which section of the City does this affect; Council Member Henderson commented on the location; she then asked have we used Martinez Concrete before; she then talked about some of our issues have to do with trees; will those trees be replaced.

City Manager Osorio and Director Rigg answered all questions.

Council Member Henderson stated and corrected for the record that this is for the area from El Segundo to Rosecrans and Crenshaw to Western.

Director Rigg answered her question.

Mayor Cerda then asked if a resident does not want the tree back, don't we require it somewhere in our code that the tree has to stay.

Director Rigg responded.

It was moved by Mayor Pro Tem Francis, seconded by Council Member Love, and carried by the following roll call vote to Award Construction Contract; Declare CEQA Exemption; Approve the Project Specifications and Approve Expenditures of Remaining Budget as Contingency:

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

Noes: None

Absent: None

- 16.B Approve Catch Basin Trash Excluders Maintenance Agreement between the City of Gardena and Los Angeles County Flood Control District.

City Manager Osorio presented the Staff Report.

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

No public speakers.

Mayor Pro Tem Francis asked who is going to perform the maintenance.

Director Rigg replied to her question.

Council Member Tanaka asked how long does the \$68,000 last through Measure W.

Director Rigg replied.

It was moved by Council Member Love, seconded by Mayor Pro Tem Francis, and carried by the following roll call vote to Approve Catch Basin Trash Excluders Maintenance Agreement:

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

Noes: None

Absent: None

- 16.C Approve a Contract Change Order to Wallace and Associates Consulting, Inc. for Construction Management and Inspection services in the amount of \$31,713.03 for the 170th Street Improvement Project, JN 944.

City Manager Osorio presented the Staff Report.

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

No public speakers.

Mayor Pro Tem Francis asked for confirmation of the item and commented that they agreed to do the work for a certain amount and now due to the weather, they are asking for an additional \$31,000.

City Manager Osorio replied.

Mayor Cerda asked don't we take that into consideration in our contracts. On a day that it rains, are they on call or readily available. How does that work.

Director Rigg replied and explained the two types of agreements.

Council Member Henderson then commented that change orders are his trigger, because they are doing a lot of off-site activities; what if they discovered their materials are not up to standard; what happens then. Say the consultant had to do some oversight with the contractor, could the contractor then state he's going out to get the correct materials and now its going to cost additional monies.

Director Rigg answered all questions.

Mayor Cerda thanked Director Rigg for being so efficient and for giving us all the extra information.

Mayor Pro Tem Francis then asked in the future is there any way we can avoid these change orders; is there anything we could have done to not have this change order.

Director Rigg explained and answered all questions.

It was moved by Council Member Tanaka, seconded by Council Member Love, and carried by the following roll call vote to Approved Contract Change Order to Wallace and Associates Consulting, Inc:

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

Noes: None

Absent: None

17. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES - *No Items*

18. DEPARTMENTAL ITEMS – TRANSPORTATION - *No Items*

19. COUNCIL ITEMS

- 19.A RESOLUTION NO. 6632: Amending City Council Meeting Agenda Policy No. 03-01, as it Pertains to Council Directives.

RESOLUTION NO. 6632

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING CITY COUNCIL MEETING AGENDA POLICY NO. 03-01, AS IT PERTAINS TO COUNCIL DIRECTIVES

City Manager Osorio presented the Staff Report.

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

There were no public speakers.

Mayor Pro Tem Francis commented that when Mayor Cerda made the directive at the last Council Meeting, she said it was based on the City of Hawthorne's policy, she did some research and noticed they have no more than two directives; I have a problem with just one, two is reasonable. She then said she can adjust to all the other guidelines, she doesn't think this is going to serve us well; that its important to show transparency and if we are able to talk offline, we should be able to discuss in public, unless our City Attorney advises us not to.

Mayor Cerda spoke and said she got the idea from Hawthorne but changed it to one directive. She then gave some examples of things that could be discussed offline.

She then asked if she could make a motion to amend the proposed resolution.

Mayor Pro Tem Francis made a motion to Amend the proposed Resolution No. 6632 accepting all the language with the exception that instead of one (1), it would change to two (2) directives per Council Member.

It was moved by Mayor Pro Tem Francis, seconded by Council Member Love, and carried by the following roll call vote to Amend the proposed Resolution No. 6632 accepting all the language with the exception that instead of one (1), it would change to two (2) directives per Council Member:

Ayes: Mayor Pro Tem Francis and Council Member Love

Noes: Council Members Henderson, Tanaka, and Mayor Cerda

Absent: None

It was moved by Council Member Tanaka, seconded by Council Member Henderson, and carried by the following roll call vote to Adopt Resolution No. 6632 as is with one (1) Council Directive:

Ayes: Council Members Tanaka, Henderson, and Mayor Cerda

Noes: Mayor Pro Tem Francis and Council Member Love

Absent: None

20. COUNCIL DIRECTIVES

Mayor Cerda

Would like staff to research and would also like to be agendaized for a future meeting in getting our Gardena Trolley to offer free transport service to and from Redondo Beach on a regular basis for our residents - ***Council Member Love seconded it.***

Purpose – To provide transportation to our residents, especially for those who don't drive;

Reason – Would give our residents something to do; would like everyone to be more active and increase their activities, especially our seniors and children;

Benefit – It would raise their quality of life.

21. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

City Manager Osorio gave a verbal report of information to follow-up on matters that had been directed or requested by the Mayor and Members of Council. Those items were, as follows:

1. Memo regarding the visit from Sister City Ichikawa, dated July 2 - July 8th. City Council will be provided with a schedule that will outline the activities that we have plan for them so that they can plan accordingly and choose which activities they would like to attend.
2. Memo sent to Council regarding the Gardena Economic Business Advisory Committee - Gardena Boulevard Revitalization Grant Program.

3. Memo regarding an update of the May 2023 Community Development Department Monthly Report.
4. Memo regarding Electric Vehicle Charger signs - directive by Council Member Henderson.
5. Memo regarding an update on the Virtual assistance on the City website - directive by Council Member Henderson.
6. Memo regarding an update on three (3) pending Council directives that are in progress. Press release by AQMD, which is very informative and a change in their "Replace Your Ride Program", the voucher is changing from \$9,500 to 12,000 to purchase a new car that is more efficient. They also have another program that they will be giving vouchers on alternative transportation methods. For more information visit replaceyourride.com.
7. Last update for City Council is that we do not have the Recreation and Human Services video tonight, due to technical difficulties.

City Manager Osorio congratulated all staff members who represented the City in Denver as a finalist for the All-American City Award. He stated that it was a great experience and he got to meet a lot of people. Unfortunately, the city did not take home the award but will continue to try for future years.

22. COUNCIL REMARKS

- (1) COUNCIL MEMBER HENDERSON- Since the last meeting Council Member Henderson attended the Government Chat GPT session, BizFed Advocacy meeting, Nisei Memorial recognition, SCAG CEHD Regional Council, Project Team meeting for potential upgrade on Council Chambers, All America City event, and the Gardena Budget Forum meeting. He said we have a long list of projects that need to be completed.
- (2) MAYOR PRO TEM FRANCIS- Since the last meeting Mayor Pro Tem Francis attended Beatification Commission Meeting, Los Angeles Vector Control District meeting, and the California Democrat Convention. She mentioned that June 18-24th is Mosquito Awareness Week and warned that we are expecting a high mosquito season. Lastly, she wished everyone a Happy Father's Day.
- (3) COUNCIL MEMBER TANAKA- Since the last meeting Council Member Tanaka attended COG Board meeting, Healthy Pet Clinic, Nisei Post 1961 Memorial Day Services, donated blood for the UCLA Blood Drive, League of California Cities LA Division meeting, Bring it on the Blvd., Police Foundation Golf Tournament, LA Metro Mayors and Elected Round Table Discussion. Lastly, Council Member Tanaka attended the funeral services of our fallen officer Toshio Hirai's father, Isao Hirai.
- (4) MAYOR CERDA- Since the last meeting Mayor Cerda attended Medal of Valor, Bring it on the Blvd., LA County Fire Department Medal of Valor, was one of the speakers at the Gardena High School Graduation for the class of 2023, Gardena Budget Forum, All America City Awards and mentioned that it was a great team bonding experience. Mayor Cerda also attended the Police Foundation Golf Tournament. Lastly Mayor Cerda thanked Council Member Tanaka for attending the Mayors and Elected Round Table discussion on her behalf.

- (5) COUNCIL MEMBER LOVE- Since the last Meeting Council Member Love attended the Grand Opening of See's Candy in the Rolling Hills Estates, Bring it on the Blvd., Inglewood Cemetery's Juneteenth event, BizFed Responsible Governance Committee Meeting. Council Member Love thanked GTRANS for their Outreach being heard on the radio. Lastly, Council Member Love mentioned there are no handbooks on how to be a Council Member. Council Member stated, "You win your election, you're certified, you're sworn in; you take your seat and at that point you better either know how to swim or you will sink." Council Member Love also mentioned she has entered three elections for her now position that she holds. Council Member Love stated, "I did not win this seat to become complacent and sit on this council and fall in line." Council Member Love follows up with the statement, the level of disrespect she has been receiving amongst her colleagues and the messages of a great job she received. Council Member Love briefly touched on that there will be times of disagreement but asked to disagree respectfully. Council Member Love acknowledged her reputation has followed her before she had her position as Council and thanked the staff members that have got to know her over since she was elected. Council Member Love closes with the statement "Because enough is enough; you do not have to agree with me, I am not here to be agreed with all the time, but I do expect the same level of respect that everyone else on this Council receives."

23. ANNOUNCEMENT(S)

Mayor Cerda announced:

- 1) Flag Day Celebration, Wednesday, June 14, 2023, at City Hall Lawn at 11:00 am.
- 2) Virtual Budget Forum FY 2023-2024, Wednesday, June 14, 2023, from 6:00 pm - 7:30 pm - Zoom Meeting: <https://us06web.zoom.us/j/89324153606>; or call 669-900-6833; Meeting ID: 89324153606. For more information call City Hall.
- 3) Neighborhood Watch Meetings: District 3, Thursday, June 15, 2023, at 6:00 pm., located at Village Mobile Homes Park 17100 S. Gramercy Place.
- 4) 2023 Youth Baseball & Softball Registration for children in grades 1st - 8th. For more information, please call City Hall and check our social media.
- 5) Save the Date! Juneteenth Celebration, Saturday, June 17, 2023, at City Hall Lawn.
- 6) Glow Crazy Candlelight Dinner, Thursday, June 22, 2023, at the Nakaoka Community Center Auditorium. Doors open: 4:30 pm - Dinner served: 5:15 pm. Entertainment - Elite Line Dancers.
- 7) Ice Cream with a Cop, Saturday, June 24, 2023, from 11:00 am - 12:45 pm at Rowley Park and 1:15 pm - 3:00 pm at Arthur Johnson Park. Dunk Tank Prizes and Dodger Family 4 Pack Giveaway. Free ice cream for the first 200 children under 12.
- 8) Show & Shine Car Exhibit, Saturday, June 24, 2023, at Rowley Park from 10:00 am - 2:00 pm. Open to the public! Cool Cars, Great Food, Good Music. Car registration Friday, April 21 - Friday, June 23, 2023. Free to register, All cars welcome, Several categories available. Pre-registration recommended; car entries are required to stay the duration of the event.
- 9) Volunteers Needed - Willows Week of Service, Monday, June 26, 2023, to Friday, June 30, 2023, from 8 am to 11 am. Sample Projects: Invasive species plant removal; Litter clean-up; Graffiti Removal. For more information call City Hall.
- 10) Neighborhood Watch Meetings: District 3, Area 2, Thursday, June 27, 2023, at 6:30 pm., located at Arthur Lee Johnson Memorial Park.

- 11) 4th of July Celebration, Tuesday, July 4, 2023, from 5:00 pm - 10:00 pm at Rowley Park. Fireworks begin at approximately 9:00 pm.
- 12) City of Gardena Dodger Day, Thursday, July 6, 2023, at 7:10 pm. Giveaway Night Tony Gonsolin Bobblehead. Buy Your Ticket Today! Ticket Prices range from \$24 to \$50. To purchase tickets, visit the Nakaoka Community Center.
- 13) Pitch, Hit & Run Competition 2023, Saturday, July 8, 2023, from 10 am - 12 pm at Rowley Park. Free Event for children ages 7-14. Register online at <https://www.mlb.com/pitch-hit-and-run>. Join us for some stadium style snacks and baseball chat after the competition 12 pm - 1 pm.

24. REMEMBRANCES

25. ADJOURNMENT

At 10:32 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m., and the Regular City Council Meeting at 7:30 p.m. on Tuesday, June 27, 2023.

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

**Regular PEQC Meeting Notice and Agenda of the
Planning and Environmental Quality Commission
Tuesday, June 6, 2023**

The Regular PEQC Meeting Notice and Agenda of the Planning and Environmental Quality Commission of the City of Gardena, California, was called to order at 7:00 PM on Tuesday, June 6, 2023, in the Council Chambers at 1700 W. 162nd Street, Gardena, California.

PARTICIPATE BEFORE THE MEETING by emailing the Planning Commission at planningcommissioner@cityofgardena.org by 5:00 PM on the day of the meeting and write "Public Comment" in the subject line

1. **CALL MEETING TO ORDER**

The meeting was called to order at 7:00 PM

2. **ROLL CALL**

Present: Chair Deryl Henderson; Vice Chair Stephen P. Langley; Commissioner Steve Sherman; Commissioner Jules Kanhan, Commissioner Ronald Wright-Scherr

3. **PLEDGE OF ALLEGIANCE**

Vice Chair Langley lead the pledge of allegiance.

4. **APPROVAL OF MINUTES**

4.A May 16, 2023 MEETING
23_05_16 PCMIN.pdf

A motion was made by Vice Chair Langley and seconded by Commissioner Kanhan to approve the minutes of the meeting on May 16, 2023.

The motion was passed by the following roll call vote:

Ayes: Langley, Wright-Scherr, Kanhan, Henderson

Noes:

Abstain: Sherman

5. **ORAL COMMUNICATIONS**

No members of the public wished to speak to the Planning Commission under oral communications.

Senior Planner, Amanda Acuna, stated that there were two public comments received for non-agenda items prior to the Planning Commission meeting. The first comment was from a representative from the South Coast Air Quality Management District regarding the "Replace Your Ride" program and the second comment received was from Brandon Smith regarding the Normandie Crossing Specific Plan project. Copies of the comments have been provided to each Commissioner as well as members of the public.

6. **OTHER MATTERS**

6.A **Discussion of Outdoor Dining Regulations**

Provide direction on regulations relating to Outdoor Dining for restaurant uses.
Staff Report (Outdoor Dining).pdf

Ms. Acuna presented the staff report to the Planning Commission.

Commissioner Sherman inquired how many temporary outdoor dining on private property permits were applied for during the COVID-19 pandemic and how many of the applicants continue outdoor dining.

Ms. Acuna responded that 38 permits were issued for outdoor dining at eating establishments and as of April 2023, Code Enforcement had noted only seven establishments were observed at varying degrees of outdoor dining.

Commissioner Wright-Scherr asked if outdoor dining in the public right-of-way would be required to install physical barriers and if an accident were to happen, who would the liability fall to.

Ms. Acuna answered that there will be drafted regulations from staff that would include safety barrier provisions to prevent accidents. Part of the regulations would include a permit process to include a review and verify compliance with regulations.

Community Development Director, Greg Tsujiuchi, added that this meeting is not for Planning Staff to recommend regulations, but for the Planning Commission to provide Planning Staff with direction, and what is being presented are observations that Planning Staff has seen in other cities and would like to start discussions for outdoor dining regulations.

Chair Henderson opened the public hearing.

Ms. Acuna directed the Commission back to Brandon Smith's public comment, which was received prior to the meeting, in favor of outdoor dining.

A Gardena restaurant owner gave their opinions that they are against allowing for an outdoor dining ordinance as they have seen negative results from existing outdoor dining permits during COVID-19 issuance.

Vice Chair Langley asked the restaurant owner if the current outdoor dining area near them is used for neighboring tenants, that have not applied for an outdoor dining permit, that there is no supervision for liability purposes, and if patrons had been served alcohol outdoors.

The restaurant owner confirmed that there is no supervision and alcohol had been served in the outdoor dining area. They added that the outdoor dining area was only meant to be temporary during COVID-19 but has continued to this day.

Commissioner Sherman inquired if other restaurants with an outdoor dining permit have the same issues.

The restaurant owner could not answer that question as they only have experience with their restaurant.

Ms. Acuna asked the Commission if they would like the outdoor dining access only for the subject establishment that applied for the outdoor dining permit and if there should be safety regulations if it is near other establishments.

Commissioner Wright-Scherr stated that Planning Staff should check the area for traffic and proximity to residential properties and is against applicants providing music in the outdoor areas.

Vice Chair Langley concurred with permitting outdoor dining areas and stated it was unfair if only two zones in the City are allowed by right to have outdoor dining where it is prohibited in other commercial zones.

Chair Henderson agrees to permit outdoor dining but with regulations including noise levels.

Ms. Acuna stated that there are current noise regulations and for properties in close proximity to residential, have stricter audible decibel allowances.

Commissioner Kanhan stated he was in favor of having outdoor dining, but not in parking lots.

Chair Henderson said that if properties are not conforming to the regulations of outdoor dining, then they should have the ability to apply for a special event permit to allow outdoor dining for those establishments. Chair Henderson also added there would still be safety regulations if they decide to pursue outdoor dining.

Ms. Acuna responded that applicants have applied for special events permits for various events that do require a physical barrier for safety, one of which would be a block party where they close a street from vehicle access.

Commissioner Wright-Scherr would want to add that trash receptacles in outdoor dining areas be added as part of the regulations.

Vice Chair Langley provided his observation that he had seen establishments that have outdoor dining in parking lots and gradually the establishments had a reduction in patrons as they would ultimately not be able to park if there are fewer parking spots available.

Mr. Tsujiuchi agreed with Vice Chair Langley's observation, as when COVID-19 restrictions were lifted, there were voluntary removals of outdoor dining to open the parking lot areas for cars only again.

Commissioner Sherman stated in favor of outdoor dining but had concerns about the impediment of walkability if, for example, a whole block was to have outdoor dining.

Ms. Acuna stated minimum regulations for ADA would need to be applied for the assurance of safety and walkability.

Commissioner Wright-Scherr liked the idea that new developments create dedicated shared outdoor dining areas where parking spaces are not taken away and Vice Chair Langley agreed.

Chair Henderson pointed out there might be potential problems for safety if outdoor dining is proposed in the public right-of-way and permanent structures are required as a safety buffer on the street.

Ms. Acuna stated that three Commissioners pointed out that they are not in favor of outdoor dining in parking lot areas.

Mr. Tsujiuchi elaborated that the Planning Staff can write standards of development of setbacks for outdoor dining in existing developments, but also for the commissioners to think about new developments and not just the existing outdoor dining situation the city has.

The Planning Commissioners stated various areas within the city that currently have outdoor dining and discussed possible future development standards to propose for the use of outdoor dining.

Mr. Tsujiuchi and the Commission discussed possible properties that are existing and can have outdoor dining with enough setbacks where mobility and walkability would not be an issue.

Chair Henderson responded to the idea of special event permits to allow for outdoor dining with restaurant uses that cannot meet the regulations.

Ms. Acuna replied with possible development standards for multi-tenant shopping centers where in total, a property will have common shared outdoor dining areas rather than every individual establishment having its own dedicated area.

Mr. Tsujiuchi reiterated the Commission does not want outdoor dining in parking lot areas and that there are two procedures discussed, one with a permanent permit for outdoor dining, and one for temporary outdoor dining where if properties cannot meet the minimum regulations, the applicants would be able to apply to allow outdoor dining for a certain number of days during the year.

Vice Chair Langley agreed with Mr. Tsujiuchi that outdoor dining should be permitted but also consider safety concerns and if an accident were to happen, liability should fall to the applicant.

Chair Henderson and Commissioner Wright-Scherr agreed that, as part of the permitting process, the applicants should sign a waiver of liability if they choose to have outdoor dining in the public right-of-way.

Vice Chair Langley raised the question if having pets should be part of the regulations and Commission Wright-Scherr added if there would be health concerns for having pets in outdoor dining areas.

Chair Henderson asked Planning Staff if food establishments could serve alcohol if they have an Alcoholic Beverage Control license.

Ms. Acuna answered that any establishment that has an approved Conditional Use Permit for on-site consumption may be able to serve alcohol outside, but will have to contact Alcoholic Beverage Control, meet their minimum regulations, and modify their license for the outdoor serving of alcohol.

Vice Chair Langley added that having early closing hours for the outdoor dining should be considered.

Chair Henderson wished to eventually have an active street similar to a downtown corridor street in other cities.

Planning Assistant, Kevin La, asked the Commissioners if they would want to add a renewal system for outdoor dining.

Commission Wright-Scherr mentioned that was a good idea in case any violations are recorded against a business.

Mr. Tsujiuchi stated a renewal system would work best with the outdoor dining permit.

Vice Chair Langley would like to add a revocation process if a business cannot follow regulations over repeated offenses and/or violations.

Chair Henderson closed the public hearing.

7. COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

Ms. Acuna advertised a virtual Planning Commissioner Training on June 23rd and if any Commissioners wish to attend let Planning Staff know.

Mr. Tsujiuchi presented upcoming city events to the commission: Coffee with a Cop on June 7th from 9:00 AM to 11:00 AM at Starbucks; Budget Forum on June 7th starting at 6:00 PM at the Nakaoka Center; and Ice Cream with a Cop on June 24th from 11:00 AM to 12:45 PM at Rowley Park and from 1:15 PM to 3:00 PM at Arthur Johnson Park.

8. PLANNING & ENVIRONMENTAL QUALITY COMMISSIONERS' REPORTS

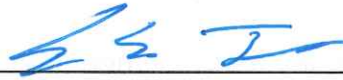
Vice Chair Langley stated his observation that the shooting range at Arthur Johnson Park does not cosmetically match with the park and surrounding properties.

Chair Henderson wanted to know the status of different projects in the city, a Conditional Use Permit in Tozai Plaza and a gas station on Western Avenue and West 153rd Street.

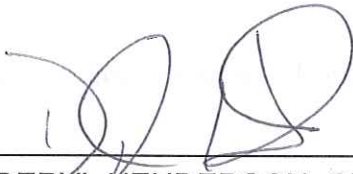
9. **ADJOURNMENT**

Chair Henderson adjourned the meeting at 8:28 PM.

Respectfully submitted,



GREG TSUJIUCHI, SECRETARY
Planning and Environmental Quality Commission



DERYL HENDERSON, CHAIR
Planning and Environmental Quality Commission

MEMORANDUM

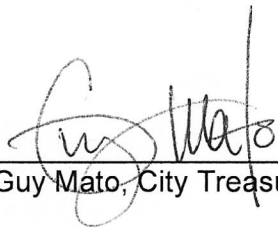
TO: Honorable Mayor and City Council
FROM: City Treasurer's Office
DATE: June 22, 2023
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

June 27, 2023 TOTAL WARRANTS ISSUED: \$1,778,189.89

Wire Transfer: 12428-12444
Prepay:
Check Numbers: 172122-172323
Checks Voided:

Total Pages of Register: 23

June 16, 2023 TOTAL PAYROLL ISSUED: \$2,212,124.46



Guy Mato, City Treasurer

cc: City Clerk

vchlist
06/22/2023 12:34:32PM

Voucher List
CITY OF GARDENA

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12428	6/5/2023	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4781		HEALTH INSURANCE CLAIMS	842.96
Total :						842.96
12429	6/5/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365998672712		HEALTH INSURANCE CLAIMS	10,137.13
Total :						10,137.13
12430	6/5/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365990263443		HEALTH INSURANCE CLAIMS	17,200.74
Total :						17,200.74
12431	6/6/2023	112326 LWP CLAIMS SOLUTIONS INC.	060523		WORKERS' COMP CLAIMS	45,267.98
Total :						45,267.98
12432	6/6/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	060623		HEALTH INSURANCE CLAIMS	40,001.24
Total :						40,001.24
12433	6/6/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	06062023		HEALTH INSURANCE CLAIMS	94,450.87
Total :						94,450.87
12434	6/7/2023	402609 BANK OF NEW YORK, THE	052623		SBRPCA REVENUE BONDS 2007 SERIE	30,287.50
Total :						30,287.50
12435	6/7/2023	111016 KAISER FOUNDATION HEALTH PLAN	JUNE 2023		HEALTH INSURANCE	358,168.56
Total :						358,168.56
12436	6/7/2023	110183 ALLIANT INSURANCE SERVICES, INC.	060623		ANNUAL INSURANCE RENEWAL - FY 20	1,625.00
Total :						1,625.00
12437	6/8/2023	112326 LWP CLAIMS SOLUTIONS INC.	060823		WORKERS' COMP CLAIMS	36,616.14
Total :						36,616.14
12438	6/9/2023	112326 LWP CLAIMS SOLUTIONS INC.	060923		WORKERS' COMP CLAIMS	8,111.71
Total :						8,111.71
12439	6/12/2023	112326 LWP CLAIMS SOLUTIONS INC.	061223		WORKERS' COMP CLAIMS	10,150.59
Total :						10,150.59
12440	6/14/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	060923		HEALTH INSURANCE CLAIMS	9,638.00

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12440	6/14/2023	112401 112401 PINNACLE CLAIMS MANAGEMENT INC	(Continued)			Total : 9,638.00
12441	6/14/2023	112326 LWP CLAIMS SOLUTIONS INC.	061423		WORKERS' COMP CLAIMS	12,049.61
					Total :	12,049.61
12442	6/16/2023	111374 LINCOLN NATIONAL LIFE, INSURANCE COMP/	4557644703		LIFE INSURANCE GRP PLANS	3,386.07
					Total :	3,386.07
12443	6/15/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUR	365990124051		HEALTH INSURANCE CLAIMS	44,312.59
					Total :	44,312.59
12444	6/20/2023	112326 LWP CLAIMS SOLUTIONS INC.	062023		WORKERS' COMP CLAIMS	40,526.32
					Total :	40,526.32
172122	6/27/2023	106086 ABC COMPANIES	3505950		GTRANS AUTO PARTS	288.16
					Total :	288.16
172123	6/27/2023	110161 ABRO, JENNIFER	053023		ANNUAL MGMT HEALTH BENEFIT	500.00
					Total :	500.00
172124	6/27/2023	112185 ACT NOW SIGNS	24021		NOTICE OF PUBLIC HEARING/MEETING	700.80
					Total :	700.80
172125	6/27/2023	101602 ADLERHORST INTERNATIONAL, LLC	110107		K9 GROOMING SERVICE	75.00
			110186		REGISTRATION - K9 AGITATOR SEMINAR	300.00
					Total :	375.00
172126	6/27/2023	112177 ADVANCE AUTO PARTS	8655301153801		GTRANS AUTO PARTS	19.81
			8655301153802		GTRANS AUTO PARTS	-44.10
			8655306154881		GTRANS AUTO PARTS	-7.22
			8655313956930		GTRANS AUTO PARTS	33.44
					Total :	1.93
172127	6/27/2023	101748 AFTERMARKET PARTS COMPANY LLC, THE	83043467	037-09986	GTRANS AUTO PARTS	43,803.40
					Total :	43,803.40
172128	6/27/2023	101748 AFTERMARKET PARTS COMPANY LLC, THE	83047134	037-10167	GTRANS AUTO PARTS	1,005.94
			83052930	037-10167	GTRANS AUTO PARTS	1,005.94

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172128	6/27/2023	101748 101748 AFTERMARKET PARTS COMPANY LLC, T (Continued)			Total :	2,011.88
172129	6/27/2023	110028 ANSER ADVISORY MANAGEMENT LLC	17503	037-10228	PROJECT MANAGEMENT SUPPORT - E	3,150.65
					Total :	3,150.65
172130	6/27/2023	101628 AQUA-FLO SUPPLY	SI2120293		PARK MAINT SUPPLIES	45.76
			SI2121642		PARK MAINT SUPPLIES	177.90
			SI2123087		PARK MAINT SUPPLIES	29.01
					Total :	252.67
172131	6/27/2023	108625 ARAD OIL INC.	MAY 2023		CAR WASH	252.00
					Total :	252.00
172132	6/27/2023	111284 ARZU, KINSHA	RECEIPT#543718		REFUND - PROGRAM CANCELED DUE	60.00
					Total :	60.00
172133	6/27/2023	104687 AT&T	19994306		TELEPHONE	366.64
			20021902		TELEPHONE	1,022.07
					Total :	1,388.71
172134	6/27/2023	616090 AT&T	3103232408 06/01/23		TELEPHONE	3,816.24
					Total :	3,816.24
172135	6/27/2023	111170 AT&T FIRSTNET	287290395417X5102023		PD CELL PHONE ACCT #287290395417	1,290.75
			287290395417X6102023		PD CELL PHONE ACCT #287290395417	1,203.23
			287290885074X6102023		CITYWIDE CELL PHONE ACCT #287290	1,748.65
			287293416290X6102023		PD CELL PHONE ACCT #287293416290	1,868.70
			287293420631X6102023		PD CELL PHONE ACCT #287293420631	148.58
			287295242065X6102023		PD CELL PHONE ACCT #287295242065	261.27
			287298156560X6102023		FIRSTNET COMMUNICATION	1,729.32
			287303490376X6102023		BUS CELL PHONE ACCT #28730349037	1,711.82
			287324972943X6102023		GTRANS CELL PHONE ACCT #2873249	50.68
					Total :	10,013.00
172136	6/27/2023	100964 AT&T MOBILITY	287275680401X030123		PD CELL PHONE ACCT #287275680401	151.09
			287275680401X041023		PD CELL PHONE ACCT #287275680401	546.47
			828667974X06162023		CM CELL PHONE ACCT #828667974	86.46

Voucher List
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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172136	6/27/2023	100964 100964 AT&T MOBILITY	(Continued)		Total :	784.02
172137	6/27/2023	102880 AUTOPLEX, INC.	14990		2011 FORD CROWN VICTORIA #108899	54.08
			15057		2020 FORD INTRCPTR #1591740 OIL &	82.53
			15065		2021 FORD INTRCPTR #1615788 OIL &	89.26
			15070		2019 FORD F-250 A/C REPAIR	998.75
					Total :	1,224.62
172138	6/27/2023	110190 BASNET FAMILY CHILD CARE	MAY 2023		CHILD CARE PROVIDER	11,516.00
					Total :	11,516.00
172139	6/27/2023	102035 BD WHITE TOP SOIL CO., INC.	88837		PARK MAINT SUPPLIES	33.35
					Total :	33.35
172140	6/27/2023	107747 BENGAR PRODUCTIONS	7205		GARDENA POLO SHIRTS	200.00
					Total :	200.00
172141	6/27/2023	112521 BICKMORE ACTUARIAL	29910	023-01454	ACTUARIAL STUDY OF WC & LIABILITY	4,800.00
					Total :	4,800.00
172142	6/27/2023	102243 BISHOP COMPANY	862959		TREE PROGRAM SUPPLIES	199.54
					Total :	199.54
172143	6/27/2023	111770 BLENDMAGIC PRODUCTS	1157		SEWER PROGRAM SUPPLIES	1,374.00
					Total :	1,374.00
172144	6/27/2023	111875 BOA ARCHITECTURE	21-2946-5	024-00805	FIRE STATION #158 ROOF REPLACEME	2,000.00
			DEMOSERV-2	024-00892	ROSECRANS COMMUNITY CENTER PF	13,520.00
					Total :	15,520.00
172145	6/27/2023	108715 BOBBS FAMILY CHILDCARE	MAY 2023		CHILD CARE PROVIDER	4,936.74
					Total :	4,936.74
172146	6/27/2023	102383 BROCK, DAVID	03/06-03/08		ANNUAL JAIL TRAINING FOR MANAGEI	150.00
					Total :	150.00
172147	6/27/2023	112415 CALIFORNIA DEPARTMENT OF, HUMAN RESO	JUNE 2023		CCPU DUES - JUNE 2023	275.26

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172147	6/27/2023	112415 112415 CALIFORNIA DEPARTMENT OF, HUMAN F (Continued)				Total : 275.26
172148	6/27/2023	103029 CALIFORNIA FENCE & SUPPLY	M10574		PARK MAINT SUPPLIES	22.35
					Total :	22.35
172149	6/27/2023	103383 CALPORTLAND	95914474		STREET MAINT SUPPLIES	2,257.45
			95919798		STREET MAINT SUPPLIES	574.40
					Total :	2,831.85
172150	6/27/2023	110313 CALTIP	94-2023-MAY	037-10137	INSURANCE CLAIMS DEDUCTIBLE - M/	4,054.42
					Total :	4,054.42
172151	6/27/2023	110538 CANNON COMPANY	84558	024-00909	BUDLONG/HALLDALE STREET IMPROV	34,373.25
					Total :	34,373.25
172152	6/27/2023	823003 CARL WARREN & COMPANY	MAY 2023		CLAIMS MANAGEMENT	6,075.70
					Total :	6,075.70
172153	6/27/2023	112555 CARRETINO JR., RAFAEL J.	CIT 411125960		REFUND - INTERCEPTED WRONG TAX	70.00
					Total :	70.00
172154	6/27/2023	110605 CHANDLER ASSET MANAGEMENT	2305GARDENA	013-00030	INVESTMENT MGMT SERVICES - MAY 2	2,487.71
					Total :	2,487.71
172155	6/27/2023	108378 CHARLES E. THOMAS COMPANY INC.	97647	037-10158	DESIGNATED OPERATOR SERVICES	200.00
					Total :	200.00
172156	6/27/2023	112274 CHEF MADE	1009		COOKING DEMO - FWB FESTIVAL	375.26
					Total :	375.26
172157	6/27/2023	112537 CHEFS TOYS LLC	1383429	034-00581	NCC KITCHEN RANGE	12,777.12
					Total :	12,777.12
172158	6/27/2023	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY C/ MAY 2023			CHILD CARE PROVIDER	2,453.00
					Total :	2,453.00
172159	6/27/2023	107873 CI TECHNOLOGIES, INC.	11501	035-01243	ANNUAL SOFTWARE MAINTENANCE - I	2,228.54
					Total :	2,228.54

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172160	6/27/2023	503960 CITY OF GARDENA	HENDERSON 22/23		COMMUNITY PROMOTIONS	200.00
					Total :	200.00
172161	6/27/2023	312105 CITY OF LOS ANGELES	MA230000065		TRAFFIC SIGNAL MAINTENANCE & OPI	852.83
					Total :	852.83
172162	6/27/2023	104338 CODE PUBLISHING, INC.	GC0010707	011-00036	MUNICIPAL CODE UPDATES	2,655.50
					Total :	2,655.50
172163	6/27/2023	111416 COLANTUONO, HIGHSMITH &, WHATLEY, PC	56479		LEGAL SERVICES	150.43
					Total :	150.43
172164	6/27/2023	110122 COMMANDSTAT ANALYTICS, INC	224	035-01244	DATABASE MGMT & REPORTING PREP	2,135.88
					Total :	2,135.88
172165	6/27/2023	103274 CONTRERAS, LUIS	04/24-04/26 05/22-05/24		SUPERVISORY LEADERSHIP INSTITUT SUPERVISORY LEADERSHIP INSTITUT	150.00 150.00
					Total :	300.00
172166	6/27/2023	102388 COPYLAND, INC.	82665 82776	037-10175 037-10175	GTRANS - 5.5X8.5 STATEMENT OF SCH GTRANS - CAR MAGNETS	1,004.67 611.31
					Total :	1,615.98
172167	6/27/2023	109913 COSTAR REALTY INFORMATION INC.	120369419		COSTAR SUITE - JUNE 2023	860.00
					Total :	860.00
172168	6/27/2023	107905 CROWN CASTLE	PERMIT #17053		PERMIT DEPOSIT REFUND - MARINE A'	1,000.00
					Total :	1,000.00
172169	6/27/2023	106193 CUMMINS SALES AND SERVICE	X4-36832 X4-39341		GTRANS AUTO PARTS GTRANS AUTO PARTS	-49.56 2,135.84
					Total :	2,086.28
172170	6/27/2023	104736 D&R OFFICE WORKS, INC.	0128025 0128147 128186	035-01245 034-00574	PD OFFICE FURNTIURE ROWLEY PARK FACILITY RENOVATION FINANCE OFFICE FURNITURE	21,844.13 10,638.24 1,041.86
					Total :	33,524.23

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172171	6/27/2023	102228 DAILY BREEZE	0011605168		PUBLIC NOTICE - GTRANS IS SEEKING	327.79
					Total :	327.79
172172	6/27/2023	111938 DANDROY GLASS	50964	024-00936	NAKAOKA COMMUNITY CENTER GLAS	27,665.00
					Total :	27,665.00
172173	6/27/2023	112548 DANIELS, HARVEY	64402257989		REFUND - CREDIT CARD OVERCHARG	2.75
					Total :	2.75
172174	6/27/2023	105951 DECALS BY DESIGN, INC.	17580		GTRANS BUS DECALS	171.40
			17581		GTRANS BUS DECALS	11.03
					Total :	182.43
172175	6/27/2023	303459 DEPARTMENT OF JUSTICE	645742	035-01246	FINGERPRINT APPS - MARCH 2023	2,369.00
					Total :	2,369.00
172176	6/27/2023	110511 DESANTIAGO, RIGOBERTO	061323		REIMBURSEMENT - WORK SHOE PURC	200.00
					Total :	200.00
172177	6/27/2023	112264 DIAZ, EDGAR	63857307546		REFUND - CREDIT CARD FEE OVERCH	2.75
					Total :	2.75
172178	6/27/2023	106371 DIXON, SEAN	03/13-03/15		2023 CWC CONFERENCE	675.70
					Total :	675.70
172179	6/27/2023	109416 E S SPORTS	11658	035-01247	CUSTOM GRAPHICS FOR ELECTRIC BI	4,929.00
			11681		CUSTOM GRAPHICS FOR UNIT P10	967.25
			11682		BACK-UP CAMERA INSTALL FOR UNIT ,	50.00
			11685		CUSTOM GRAPHICS FOR UNIT PE-8	967.80
			11686		CUSTOM GRAPHICS FOR UNIT PE-7	967.80
			11687		CUSTOM GRAPHICS FOR UNIT PE-3	967.80
			11688		CUSTOM GRAPHICS FOR UNIT PE-6	967.80
			11689		CUSTOM GRAPHICS FOR UNIT P24	967.25
			11690		CUSTOM GRAPHICS FOR UNIT P06	967.25
			11695		CUSTOM GRAPHICS FOR UNIT PE-2	967.80
			11696		CUSTOM GRAPHICS FOR UNIT P21	967.25
					Total :	13,687.00

Voucher List
CITY OF GARDENA

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172180	6/27/2023	105418 EMPIRE CLEANING SUPPLY	S5808653	034-00551	CUSTODIAL SUPPLIES	1,772.07
			S5811146	034-00551	CUSTODIAL SUPPLIES	329.97
			S5811146.002	034-00551	CUSTODIAL SUPPLIES	358.19
					Total :	2,460.23
172181	6/27/2023	107690 ENLIGHTENMENT CHILD, DEVELOPMENT CEI MAY 2023			CHILD CARE PROVIDER	11,026.00
					Total :	11,026.00
172182	6/27/2023	107510 ESCALANTE, WENDY E.	MAY 2023		CHILD CARE PROVIDER	12,731.00
					Total :	12,731.00
172183	6/27/2023	112550 ESQUIVIAS, NORMA	PERMIT #50022-0430		PERMIT DEPOSIT REFUND - 13707 S BI	7,500.00
					Total :	7,500.00
172184	6/27/2023	105650 EWING IRRIGATION PRODUCTS	19514041		PARK MAINT SUPPLIES	7.26
			19597337		PARK MAINT SUPPLIES	382.59
			19719566		PARK MAINT SUPPLIES	643.12
					Total :	1,032.97
172185	6/27/2023	100055 FAIR HOUSING FOUNDATION	MAY 2023		CDBG CONSULTANT	1,671.15
					Total :	1,671.15
172186	6/27/2023	106109 FASTSIGNS	0094-109748		BLDG MAINT SUPPLIES	186.25
					Total :	186.25
172187	6/27/2023	106129 FEDEX	3-5129-8319		SHIPPING SERVICES	74.10
			8-157-38355		SHIPPING SERVICES	84.66
					Total :	158.76
172188	6/27/2023	111415 FILTERBUY, INC	BAFEC8C7-0013		GTRANS AUTO PARTS	170.01
					Total :	170.01
172189	6/27/2023	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT 2503812305			DRUG TEST/ADMIN FEE	486.86
					Total :	486.86
172190	6/27/2023	109315 FLEETCREW, INC.	10661		UNIT #44 DURATHON SERVICE	418.98
					Total :	418.98

Voucher List
CITY OF GARDENA

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172191	6/27/2023	112329 FM THOMAS AIR CONDITIONING INC	45336		HVAC REPAIRS FOR PW MECHANIC SH	559.87
					Total :	559.87
172192	6/27/2023	106607 FORD OF MONTEBELLO	368946A		GTRANS AUTO PARTS	-25.05
			508834	037-10182	REMANUFACTURED ENGINES	5,221.79
			508835	037-10182	REMANUFACTURED ENGINES	5,221.79
			508836	037-10182	REMANUFACTURED ENGINES	5,221.79
			508837	037-10182	REMANUFACTURED ENGINES	5,221.79
			509720	037-10182	REMANUFACTURED ENGINES	5,221.79
					Total :	26,083.90
172193	6/27/2023	106067 GAILEY ASSOCIATES, INC.	27611		PROFESSIONAL SERVICES	791.25
					Total :	791.25
172194	6/27/2023	112566 GALLS, LLC	024725164		PD UNIFORM SUPPLIES	-673.33
			024738143		PD UNIFORM SUPPLIES	-233.34
			024749729		PD UNIFORM SUPPLIES	-159.80
			BC1881752		PD UNIFORM SUPPLIES	1,525.15
			BC1889675		PD UNIFORM SUPPLIES	1,085.16
			BC1894148		PD UNIFORM SUPPLIES	1,085.16
					Total :	2,629.00
172195	6/27/2023	112556 GARCIA DE LA CADENA, GINA	CIT #21112788		REFUND - INTERCEPTED WRONG TAX	300.00
					Total :	300.00
172196	6/27/2023	107724 GARCIA, CLAUDIA CRISTINA	MAY 2023		CHILD CARE PROVIDER	12,832.00
					Total :	12,832.00
172197	6/27/2023	207133 GARCIA, NANCY C.	MAY 2023		CHILD CARE PROVIDER	12,094.00
					Total :	12,094.00
172198	6/27/2023	108183 GARDENA ACE HARDWARE	92159		SIGNS/SIGNALS SUPPLIES	20.93
					Total :	20.93
172199	6/27/2023	107030 GARDENA AUTO PARTS	169235		PW AUTO PARTS	42.44
					Total :	42.44
172200	6/27/2023	100942 GARDENA ELKS LODGE 1919	HENDERSON 22/23		COMMUNITY PROMOTIONS	200.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172200	6/27/2023	100942 100942 GARDENA ELKS LODGE 1919	(Continued)		Total :	200.00
172201	6/27/2023	107735 GARDENA NISSAN	PJ41435	034-00583	2023 NISS SENTRA VIN #3N1AB8CV6P\	26,093.83
					Total :	26,093.83
172202	6/27/2023	107013 GARDENA SISTER CITY, ASSOCIATION	TANAKA 20/21 TANAKA 21/22		COMMUNITY PROMOTIONS COMMUNITY PROMOTIONS	500.00 500.00
					Total :	1,000.00
172203	6/27/2023	107013 GARDENA SISTER CITY, ASSOCIATION	HENDERSON 21/22		COMMUNITY PROMOTION	120.00
					Total :	120.00
172204	6/27/2023	107011 GARDENA VALLEY NEWS, INC.	00130508 00130509 00130671 00130672 00130673 00131404 00131453		NOTICE OF PUBLIC HEARING NOTICE OF PUBLIC HEARING - RESOL NOTICE OF PUBLIC HEARING NOTICE OF PREPARATION 16911 NOTICE OF EXTENSTION - TO PROVID NOTICE REQUESTING FOR BIDS - UNL SUMMARY OF ORDINANCE NO. 1851	511.00 483.00 133.00 658.00 210.00 119.00 182.00
					Total :	2,296.00
172205	6/27/2023	619005 GAS COMPANY, THE	060723		CNG FUEL	1,101.51
					Total :	1,101.51
172206	6/27/2023	111964 GCAP SERVICES, INC.	14	037-10116	CNG PROJECT LABOR COMPLIANCE A	166.25
					Total :	166.25
172207	6/27/2023	106470 GILLIG LLC	41024067 41049035 41050616 41051142	037-10174 037-10174 037-10174 037-10174	GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS	70.17 271.29 147.53 583.42
					Total :	1,072.41
172208	6/27/2023	111406 GLEN, SHARON	RECEIPT#263/75136		REFUND - EVENT CANCELED DUE TO	30.00
					Total :	30.00
172209	6/27/2023	619004 GOLDEN STATE WATER CO.	060623		WATER	8,053.63

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172209	6/27/2023	619004 619004 GOLDEN STATE WATER CO.	(Continued)		Total :	8,053.63
172210	6/27/2023	107513 GRAINGER	9686737843		BUS FACILITY SUPPLIES	758.41
			9732605747		BUS FACILITY SUPPLIES	528.06
			9733618764		BUS FACILITY SUPPLIES	101.60
			9734061766		BUS FACILITY SUPPLIES	48.89
					Total :	1,436.96
172211	6/27/2023	112554 GREEN DESIGN BUILDERS INC.	PERMIT #50022-0237		PERMIT DEPOSIT REFUND - 14964 WAI	5,000.00
					Total :	5,000.00
172212	6/27/2023	112374 GRIFFIN STRUCTURES, INC.	GCI-GCASC-05	024-00910	AQUATIC & SENIOR CENTER JN978	5,696.40
					Total :	5,696.40
172213	6/27/2023	108607 HENDERSON-BATISTE, TANEKA	MAY 2023		CHILD CARE PROVIDER	7,274.00
					Total :	7,274.00
172214	6/27/2023	112076 HERNANDEZ, ROSA	12		INTERN SERVICES - 05/31-06/12/23	1,743.00
			13		INTERN SERVICES - 06/13-06/14/23	336.00
					Total :	2,079.00
172215	6/27/2023	110371 HINDERLITER DE LLAMAS, & ASSOCIATES	SIN028490	023-01410	CONTRACT SERVICES FY 2022-23	2,472.35
					Total :	2,472.35
172216	6/27/2023	108434 HOME DEPOT CREDIT SERVICES	0042356		GTRANS MAINT SUPPLIES	19.10
			1323155		HOME IMPROVEMENT PROGRAM	62.36
			1344117		HOME IMPROVEMENT PROGRAM	478.13
			2030417		REC PROGRAM SUPPLIES	21.86
			2514594		BLDG MAINT SUPPLIES	51.78
			3282863		HOME IMPROVEMENT PROGRAM	-8.73
			3323346		HOME IMPROVEMENT PROGRAM	23.37
			4323321		HOME IMPROVEMENT PROGRAM	29.15
			4525711		BLDG MAINT SUPPLIES	165.22
			5055875		SIGNS/SIGNALS SUPPLIES	135.36
			5332734		HOME IMPROVEMENT PROGRAM	30.84
			7311769		HOME IMPROVEMENT PROGRAM	321.14
			8322337 4/24/23		HOME IMPROVEMENT PROGRAM	231.71
			8523582		BLDG MAINT SUPPLIES	101.22

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172216	6/27/2023	108434 HOME DEPOT CREDIT SERVICES	(Continued)			
			8537874		PARK MAINT SUPPLIES	392.94
			903309		REC PROGRAM SUPPLIES	1,045.72
			9241458		REC PROGRAM SUPPLIES	16.49
			9416166		REC PROGRAM SUPPLIES	35.24
			9861248		REC PROGRAM SUPPLIES	220.37
			9910167		REC PROGRAM SUPPLIES	645.51
					Total :	4,018.78
172217	6/27/2023	112551 HUMPHRIES, LISA M.	PERMIT #50022-0879		PERMIT DEPOSIT REFUND - 1905 W 16	5,000.00
					Total :	5,000.00
172218	6/27/2023	110222 INTERAMERICAN MOTOR, LLC	44452856		GTRANS AUTO PARTS	36.59
					Total :	36.59
172219	6/27/2023	111593 INTER-CON SECURITY SYSTEMS INC	BD0196893	037-10211	GTRANS SECURITY SERVICES - APRIL	6,905.21
			BD0211471	037-10211	GTRANS SECURITY SERVICES - MAY 2	7,240.55
					Total :	14,145.76
172220	6/27/2023	111838 IPRINT TECHNOLOGIES	1039722		CT OFFICE SUPPLIES	460.86
					Total :	460.86
172221	6/27/2023	108555 JALISCO TIRE & AUTO REPAIR	60523		(6) TIRES MOUNT & BALANCE	135.00
			6123		FLAT REPAIR	15.00
					Total :	150.00
172222	6/27/2023	105226 JEKAL FAMILY CHILD CARE	MAY 2023		CHILD CARE PROVIDER	10,979.00
					Total :	10,979.00
172223	6/27/2023	110456 KHAIRZADA FAMILY CHILD CARE	MAY 2023		CHILD CARE PROVIDER	5,588.00
					Total :	5,588.00
172224	6/27/2023	110385 KIMLEY-HORN AND ASSOCIATES, INC	24979219	032-00120	DEVELOPMENT SERVICES - 14600 WEI	1,532.39
					Total :	1,532.39
172225	6/27/2023	111045 KJ SERVICES	2686		USED OIL PROGRAM EXPENSE - MAY 2	170.00
					Total :	170.00

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172226	6/27/2023	111813 KWIK FLASH PHOTO	8282022		PHOTOGRAPHY SERVICES - JAZZ FES	1,500.00
					Total :	1,500.00
172227	6/27/2023	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR IN230000561		024-00878	LABOR & EQUIPMENT CHARGES - TS C	10,394.78
					Total :	10,394.78
172228	6/27/2023	112172 L.A. POLICE DEPARTMENT	2023IST24		LAPD PHYSICAL TRAINING INSTRUCTC	264.00
					Total :	264.00
172229	6/27/2023	109939 LA UNIFORMS & TAILORING	16328		PD UNIFORM SUPPLIES	643.53
			16382		PD UNIFORM SUPPLIES	607.09
			16383		PD UNIFORM SUPPLIES	607.09
			16587		PD UNIFORM SUPPLIES	221.49
			16593		PD UNIFORM SUPPLIES	221.49
			16607		PD UNIFORM SUPPLIES	143.27
			16634		PD UNIFORM SUPPLIES	222.59
					Total :	2,666.55
172230	6/27/2023	112015 LACERDA, DALVANICE	MAY 2023		CHILD CARE PROVIDER	11,465.00
					Total :	11,465.00
172231	6/27/2023	105135 LAEDC	FA3D87B1-0003	032-00134	ANNUAL MEMBERSHIP DUES	5,000.00
					Total :	5,000.00
172232	6/27/2023	111167 LAFLORA-CHERRY, KAI'DEN	101		BLACK HISTORY MONTH - DJ SERVICE	150.00
					Total :	150.00
172233	6/27/2023	105874 LAWSON PRODUCTS, INC.	9310491057		BUS SHOP SUPPLIES	8.37
			9310632309		BUS SHOP SUPPLIES	78.61
					Total :	86.98
172234	6/27/2023	111980 LE, DANIEL	04/26-05/17		MAINTENANCE TRAINING - MILEAGE	293.44
					Total :	293.44
172235	6/27/2023	110777 LEARN N PLAY FAMILY DAYCARE	MAY 2023		CHILD CARE PROVIDER	1,936.00
					Total :	1,936.00
172236	6/27/2023	108023 LEXIPOL LLC	INVLEX16419	035-01252	JAIL POLICY MANUAL UPDATE SUBSC	27,408.27

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172236	6/27/2023	108023 108023 LEXIPOL LLC	(Continued)		Total :	27,408.27
172237	6/27/2023	112260 LIEBERT CASSIDY WHITMORE	240309		LEGAL SERVICES	6,455.41
			241320		LEGAL SERVICES	9,517.76
			241326		LEGAL SERVICES	790.00
			241335		LEGAL SERVICES	255.00
			241344		LEGAL SERVICES	398.00
			241352		LEGAL SERVICES	1,190.00
			241360		LEGAL SERVICES	4,895.50
			241365		LEGAL SERVICESL	438.00
			241370		LEGAL SERVICES	95.50
					Total :	24,035.17
172238	6/27/2023	112321 LIEU, CHIA	061322		BLOCK PARTY PERMIT DEPOSIT REFU	100.00
					Total :	100.00
172239	6/27/2023	102233 LITTLE PEOPLE DAY CARE	MAY 2023		CHILD CARE PROVIDER	6,204.00
					Total :	6,204.00
172240	6/27/2023	109517 LOAD N' GO BUILDING MATERIALS	26856		STREET MAINT SUPPLIES	60.08
			26868		STREET MAINT SUPPLIES	149.37
					Total :	209.45
172241	6/27/2023	112561 LOMELI, BERENA	3041417JM		FINAL SETTLEMENT	475.00
					Total :	475.00
172242	6/27/2023	109563 LUCKY LADY CASINO	0850000200		ECONOMIC ASSISTANCE - MAY 2023	44,261.04
					Total :	44,261.04
172243	6/27/2023	112607 LUMINATOR TECHNOLOGY GROUP INC	609113	037-10226	GTRANS BUS CAMERA PM & MONITOR	1,041.85
					Total :	1,041.85
172244	6/27/2023	112615 LU'S LIGHTHOUSE, INC.	01244165	037-10148	GTRANS SHOP SUPPLIES	173.47
			01244196		PW AUTO PARTS	1,453.12
					Total :	1,626.59
172245	6/27/2023	105082 MAJESTIC LIGHTING, INC.	ML85540		BLDG MAINT SUPPLIES	35.27

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172245	6/27/2023	105082 105082 MAJESTIC LIGHTING, INC.	(Continued)		Total :	35.27
172246	6/27/2023	113036 MANERI SIGN CO., INC.	40014308		SIGN - GARDENA ST NAME SIGN	209.49
					Total :	209.49
172247	6/27/2023	813030 MANNING & KASS	775217		LEGAL SERVICES	8,155.74
			775218		LEGAL SERVICES	9,391.90
					Total :	17,547.64
172248	6/27/2023	110306 MARIPOSA LANDSCAPES, INC	102960	024-00872	MEDIAN LANDSCAPE MAINTENANCE	8,864.00
			103005	024-00872	MEDIAN LANDSCAPE MAINTENANCE	8,864.00
					Total :	17,728.00
172249	6/27/2023	107644 MARTINEZ, CHERYL NAOMI	MAY 2023		CHILD CARE PROVIDER	12,092.00
					Total :	12,092.00
172250	6/27/2023	104773 MARTINEZ, KAMBY	MAY 2023		CHILD CARE PROVIDER	10,752.00
					Total :	10,752.00
172251	6/27/2023	113064 MCMASTER-CARR SUPPLY COMPANY	98372098		GTRANS SHOP SUPPLIES	184.93
			98610956		GTRANS SHOP SUPPLIES	226.16
			98749648		GTRANS SHOP SUPPLIES	47.55
			99286984		GTRANS SHOP SUPPLIES	470.63
					Total :	929.27
172252	6/27/2023	111604 MICRO ELECTRONICS, INC	12500599	023-01450	COMPUTER REPLACEMENT PARTS	4,042.61
			12500616	023-01451	ROWLEY PARK COMPUTER LAB EQUIF	9,004.56
					Total :	13,047.17
172253	6/27/2023	107505 MOUSER ELECTRONICS, INC.	74005187		GTRANS AUTO SUPPLIES	92.06
			74082365		GTRANS AUTO SUPPLIES	126.24
			74152491		GTRANS AUTO SUPPLIES	394.03
					Total :	612.33
172254	6/27/2023	112545 MURILL, CRISTAL	52633829		REFUND - FACILITY RENTAL MAINTEN/	100.00
					Total :	100.00
172255	6/27/2023	105622 N/S CORPORATION	0117462	037-10165	GTRANS BUS WASH EQUIPMENT MAIN	550.00

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172255	6/27/2023	105622 105622 N/S CORPORATION	(Continued)		Total :	550.00
172256	6/27/2023	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	79395879		RANDOM TESTS	985.00
					Total :	985.00
172257	6/27/2023	110568 ODANAKA, AYAKO	060523		MGMT ANNUAL HEALTH BENEFIT	99.00
					Total :	99.00
172258	6/27/2023	115168 OFFICE DEPOT	313368851		HR OFFICE SUPPLIES	210.21
			314023072		BUS OFFICE SUPPLIES	476.09
			314024827		BUS OFFICE SUPPLIES	4.86
			314048398		REC OFFICE SUPPLIES	58.44
			315360216		PD OFFICE SUPPLIES	132.23
			315422806		PD OFFICE SUPPLIES	79.87
			316315524		BUS OFFICE SUPPLIES	114.23
			317131467		FCC OFFICE SUPPLIES	970.75
					Total :	2,046.68
172259	6/27/2023	108921 OMEGA POLYGRAPH	01928	035-01249	PRE-EMPLOYMENT POLYGRAPH EXAM	2,025.00
					Total :	2,025.00
172260	6/27/2023	111358 O'REILLY AUTO PARTS	324762		PW AUTO PARTS	119.95
			334442		GTRANS AUTO PARTS	28.98
			334617		GTRANS AUTO PARTS	-66.14
			334784		GTRANS AUTO PARTS	52.81
			334786		GTRANS AUTO PARTS	133.50
			338191		PW AUTO PARTS	18.86
			338590		GTRANS AUTO PARTS	230.86
			340160		GTRANS AUTO PARTS	343.61
			340252		GTRANS AUTO PARTS	87.40
			340444		GTRANS AUTO PARTS	116.45
			PCM152949		PW AUTO PARTS	-161.82
					Total :	904.46
172261	6/27/2023	115810 ORKIN PEST CONTROL	243633375		PEST CONTROL - ACCT #27336703	283.99
			245106632		PEST CONTROL - ACCT #27336703	283.99
					Total :	567.98

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172262	6/27/2023	110403 PENN RECORDS MANAGEMENT	0136351		OFF-SITE STORAGE SERVICES - MAY 2	61.75
					Total :	61.75
172263	6/27/2023	112189 PERFECT SCORE ATHLETIC, TRAINING CENT	05/05-05/28/23		GYMNASTICS INSTRUCTOR SERVICES	7,344.00
					Total :	7,344.00
172264	6/27/2023	307101 PETTY CASH FUND	04/18-06/09/23		REPLENISH PETTY CASH	565.70
					Total :	565.70
172265	6/27/2023	105574 PINNACLE PETROLEUM, INC.	0309646	037-10173	87 OCTANE REGULAR UNLEADED CAR	35,156.95
			0309647	037-10173	87 OCTANE REGULAR UNLEADED CAR	35,152.94
					Total :	70,309.89
172266	6/27/2023	105574 PINNACLE PETROLEUM, INC.	0307031	024-00853	87 OCTANE REGULAR UNLEADED CAR	23,832.32
					Total :	23,832.32
172267	6/27/2023	108938 PREFERRED AERIAL & CRANE, TECHNOLOG`	23670		ANNUAL INSPECTION OF JLG & UNIT #	650.00
					Total :	650.00
172268	6/27/2023	111883 PROJECT PARTNERS, INC.	11208	024-00890	PROJECT MANAGEMENT SERVICES	7,480.00
					Total :	7,480.00
172269	6/27/2023	106092 PRUDENTIAL OVERALL SUPPLY	42838587		UNIFORM & SUPPLY RENTAL	330.66
			42838844		UNIFORM & SUPPLY RENTAL	137.79
			42838845		UNIFORM & SUPPLY RENTAL	41.46
			42838846		SUPPLY RENTAL - MATS - GTRANS	50.10
			42840510		UNIFORM & SUPPLY RENTAL	1,106.82
			42840889		UNIFORM & SUPPLY RENTAL	139.69
			42840890		UNIFORM & SUPPLY RENTAL	41.46
			42840891		SUPPLY RENTAL - MATS - GTRANS	50.10
			42840892		SUPPLY RENTAL - MATS - NCC	13.65
			42840893		SUPPLY RENTAL - MATS - CH	19.00
			42840894		SUPPLY RENTAL - MATS - PD	91.60
			42840895		SUPPLY RENTAL - MATS - HS	11.60
			42842441		UNIFORM & SUPPLY RENTAL	330.66
			42842814		UNIFORM & SUPPLY RENTAL	136.10
			42842815		UNIFORM & SUPPLY RENTAL	41.46
			42842816		SUPPLY RENTAL - MATS - GTRANS	50.10

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172269	6/27/2023	106092 106092 PRUDENTIAL OVERALL SUPPLY	(Continued)		Total :	2,592.25
172270	6/27/2023	107419 PULSAR	29072	037-10229	DESIGN AND BRANDING OF NEW ON-L	3,891.00
					Total :	3,891.00
172271	6/27/2023	102283 QUICK COLOR PRINTING	16024		ALL AMERICAN CITY COMPETITION B/	584.33
					Total :	584.33
172272	6/27/2023	100147 RCI IMAGE SYSTEMS	77289		MICROFICHE SCANNING - 1519 W 132N	71.66
			77290		MICROFICHE SCANNING - 2001 ROSEC	82.69
			77291		MICROFICHE SCANNING - 2400 W 1541	77.18
			77298		MICROFICHE SCANNING - 13501 VAN N	88.20
					Total :	319.73
172273	6/27/2023	103072 REACH	0623045		EAP SERVICES/REACHLINE NEWSLET	902.00
					Total :	902.00
172274	6/27/2023	108886 REDMON GROUP INC.	RG2021820	037-10206	GTRANS WEBSITE SUPPORT	2,750.00
					Total :	2,750.00
172275	6/27/2023	111257 RHEE, MICHAEL	RECEIPT#183/75499		REFUND - PROGRAM CANCELED DUE	120.00
					Total :	120.00
172276	6/27/2023	118476 RICOH USA, INC.	9031791246		RICOH DD6650P COPIER LEASE - PRIN	695.30
			9031791552		RICOH MPC3503 COPIER LEASE - FCC	546.44
			9031791822		RICOH PRO8100SE COPER LEASE - PF	380.97
			9031791872		RICOH MPC3503 COPIER LEASE - GTR	182.17
			9031857006		RICOH COPIER USAGE CHARGES - VA	1,181.94
					Total :	2,986.82
172277	6/27/2023	112433 RIGHTWAY HEALTHCARE, INC	INV13549	023-01442	HEALTHCARE NAVIGATION SERVICES	1,833.00
					Total :	1,833.00
172278	6/27/2023	112552 SAENZ, EMILY	PERMIT #50020-0681		PERMIT DEPOSIT REFUND - 1010 W 13	5,000.00
					Total :	5,000.00
172279	6/27/2023	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC 94443			PD PROGRAM SUPPLIES	250.00

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172279	6/27/2023	119022 119022 SAFE MART OF SOUTHERN, CALIFORNI/	(Continued)		Total :	250.00
172280	6/27/2023	119016 SAM'S CLUB	3844 6/14/23		EMPLOYEE'S BBQ COMPETITION EVEI	398.30
					Total :	398.30
172281	6/27/2023	220288 SECOND TIME AROUND SENIORS, CLUB	HENDERSON 22/23		COMMUNITY PROMOTIONS	200.00
					Total :	200.00
172282	6/27/2023	108654 SECTRAN SECURITY INC.	23052320		ARMORED TRANSPORTATION SERVICEI	2,438.01
			23060821		ARMORED TRANSPORTATION SERVICEI	795.93
			23060822		ARMORED TRANSPORTATION SERVICEI	237.70
					Total :	3,471.64
172283	6/27/2023	107006 SHAMROCK COMPANIES	2694733		STREET MAINT SUPPLIES	131.28
					Total :	131.28
172284	6/27/2023	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8094842		2012 FORD E-350 #1391819 SERVICE &	431.80
			8094861		2015 FORD INTRCPTR #1462842 DIAGN	98.87
			8094883		2022 FORD INTRCPTR #1630458 SERVI	520.35
			8094912		2022 FORD INTRCPTR #1630465 RE-SE	29.66
			8094914		2018 FORD INTRCPTR #1554675 SERVI	400.01
			8094916		2011 FORD CROWN VICTORIA #137657	704.90
					Total :	2,185.59
172285	6/27/2023	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	MAY 2023		CHILD CARE PROVIDER	10,876.00
					Total :	10,876.00
172286	6/27/2023	119378 SMARDAN SUPPLY CO.	S3929020	024-00951	JOHNSON PARK DRINKING FOUNTAIN	6,132.11
			S3929028	024-00951	FREEMAN PARK DRINKING FOUNTAIN	6,132.11
			S3968480		BLDG MAINT SUPPLIES	203.43
					Total :	12,467.65
172287	6/27/2023	109531 SMILLIN, MAGE	MAY 2023		CHILD CARE PROVIDER	10,159.00
					Total :	10,159.00
172288	6/27/2023	111090 SMITH, LAQUITA	RECEIPT# 183/75241		REFUND - YOUTH SOCCER	45.00
					Total :	45.00

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172289	6/27/2023	119447 SOUTH BAY FORD	516533		2021 FORD EXPLR SERVICE & REPAIR	1,211.09
					Total :	1,211.09
172290	6/27/2023	112516 SOUTH COAST LIGHTING & DESIGN, INC.	1010399	024-00939	WAYFINDING PROJECT, JN507	3,505.95
					Total :	3,505.95
172291	6/27/2023	619003 SOUTHERN CALIFORNIA EDISON	060523		LIGHT & POWER	32,930.63
			061323		LIGHT & POWER	6,364.76
					Total :	39,295.39
172292	6/27/2023	111758 SOUTHERN COMPUTER WAREHOUSE, INC	RMA0056803		RESTOCKING FEE - RETURNED ITEMS	924.31
					Total :	924.31
172293	6/27/2023	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	185063		BUS AUTOMOTIVE FLUIDS	1,861.57
			185267		BUS AUTOMOTIVE FLUIDS	1,610.37
			185452		BUS AUTOMOTIVE FLUIDS	2,182.90
					Total :	5,654.84
172294	6/27/2023	108238 SPARKLETT'S	14211220 051723		DRINKING WATER FILTRATION SYSTEM	42.99
					Total :	42.99
172295	6/27/2023	111778 SPCALA	052023	032-00109	ANIMAL SHELTER SERVICES	9,143.75
					Total :	9,143.75
172296	6/27/2023	104126 SPECTRUM	0027122061123		CABLE & BACKUP INTERNET SERVICE	4,138.56
					Total :	4,138.56
172297	6/27/2023	119594 STANLEY PEST CONTROL	COG 0523		PEST CONTROL SERVICE - 1670 W 162	654.00
			COG 0523-1		PEST CONTROL SERVICE -2320 W 149	117.00
					Total :	771.00
172298	6/27/2023	100609 TANK SPECIALISTS OF CALIFORNIA	32720		CERTIFIED DESIGNATED OPERATOR S	198.00
					Total :	198.00
172299	6/27/2023	110877 TAYLORING MINDS FAMILY CHILD, CARE	MAY 2023		CHILD CARE PROVIDER	2,508.00
					Total :	2,508.00
172300	6/27/2023	111487 TERACAI CORPORATION	8086288		911 PHONE SYSTEM INSTALLATION	1,950.00

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172300	6/27/2023	111487 111487 TERACAI CORPORATION	(Continued)		Total :	1,950.00
172301	6/27/2023	220479 THOMPSON, MARK	03/06-03/08		ANNUAL JAIL TRAINING FOR MANAGEI	150.00
					Total :	150.00
172302	6/27/2023	110238 TIREHUB, LLC	34502410	035-01250	TIRES - GY EAGLE RS A POLICE, 245 5	2,184.27
			34910943		TIRES - GY EAGLE RS A POLICE BW 98	1,379.44
					Total :	3,563.71
172303	6/27/2023	104806 TOYOTA LIFT OF L.A.	PSI-0360087		SERVICE CALL - TOYOTA #8FGCU25 H	494.05
					Total :	494.05
172304	6/27/2023	105556 TRIANGLE SPORTS, INC.	41916		REC SPORTS SUPPLIES	294.56
					Total :	294.56
172305	6/27/2023	111481 TRIO COMMUNITY MEALS, LLC	INV2230029196	034-00544	SENIOR FEEDING PROGRAM	6,327.42
			INV2230029471	034-00544	SENIOR FEEDING PROGRAM	1,795.10
			INV2230029472	034-00544	SENIOR FEEDING PROGRAM	2,716.79
					Total :	10,839.31
172306	6/27/2023	120854 TURF STAR INC.	7278160-01		PW AUTO PARTS	1,039.42
					Total :	1,039.42
172307	6/27/2023	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	OROZCO 05/22/23		CAL CARD STATEMENT 04/25-05/22/23	2,591.66
			RECREATION 05/22/23		CAL CARD STATEMENT 04/25-05/22/23	9,996.88
			ROMERO 05/22/23		CAL CARD STATEMENT 04/25-05/22/23	650.35
			SANTIN 05/22/23		CAL CARD STATEMENT 04/25-05/22/23	13,731.80
				034-00582		
			SWEENEY 05/22/23		CAL CARD STATEMENT 04/25-05/22/23	4,826.42
					Total :	31,797.11
172308	6/27/2023	107274 U.S. TOW, INC.	02589	037-10046	TOWING SERVICES FOR BUS #2005	115.00
			02592	037-10046	TOWING SERVICES FOR BUS #2915	60.00
			02600	037-10046	TOWING SERVICES FOR BUS #2915	60.00
					Total :	235.00
172309	6/27/2023	104692 ULINE	163079368		BUS SHOP SUPPLIES	672.44
			164343569		REC PROGRAM SUPPLIES	1,981.04

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172309	6/27/2023	104692 104692 ULINE	(Continued)		Total :	2,653.48
172310	6/27/2023	121275 UNDERGROUND SERVICE ALERT, OF SC	22-2304153 520230291		STATE REGULATORY COSTS - BILLABL UNDERGROUND SERVICE ALERT	45.50 120.25
					Total :	165.75
172311	6/27/2023	121010 UNITED RENTALS	220370937		FUELING FEE	277.76
					Total :	277.76
172312	6/27/2023	105549 VALDEZ, MATILDE	MAY 2023		CHILD CARE PROVIDER	13,518.00
					Total :	13,518.00
172313	6/27/2023	122050 VERIZON WIRELESS	9934582798		PW CELL PHONE SERVICE	974.39
					Total :	974.39
172314	6/27/2023	105254 VISION TIRE	011822		ANIMAL CONTROL VEHICLE REPAIR	20.79
					Total :	20.79
172315	6/27/2023	122435 VISTA PAINT CORPORATION	2023-041086-00 2023-996887-00		STREET MAINT SUPPLIES GTRANS FACILITY PAINT	886.94 188.76
					Total :	1,075.70
172316	6/27/2023	111719 WALLACE & ASSOCIATES, CONSULTING, INC	17343 17344	024-00870 037-10212	FIRE STATION ROOF REPLACEMENT, J DISPATCH REMODELING PROJECT, JN	6,705.00 1,545.00
					Total :	8,250.00
172317	6/27/2023	108353 WALTERS WHOLESALE ELECTRIC CO	S123208508		GTRANS MAINT SUPPLIES	275.56
					Total :	275.56
172318	6/27/2023	104107 WAXIE SANITARY SUPPLY	81738298 81739150 81756946		BUS WASH SUPPLIES BUS WASH SUPPLIES BUS WASH SUPPLIES	427.33 85.47 400.21
					Total :	913.01
172319	6/27/2023	100107 WAYNE ELECTRIC CO.	210020		GTRANS AUTO PARTS	655.99
					Total :	655.99
172320	6/27/2023	110370 WESTERN COLLISION CENTER, INC	1111	035-01251	2015 FORD EXPLR #1462842 BODY REI	5,565.11

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172320	6/27/2023	110370 110370 WESTERN COLLISION CENTER, INC	(Continued)			
					Total :	5,565.11
172321	6/27/2023	112546 WILLIAMS, CYNTHIA	45987392		FACILITY RENTAL DEPOSIT REFUND	250.00
					Total :	250.00
172322	6/27/2023	125001 YAMADA COMPANY, INC.	83132		PARK MAINT SUPPLIES	19.60
					Total :	19.60
172323	6/27/2023	107051 ZAVALETA, MARITZA	MAY 2023		CHILD CARE PROVIDER	6,848.00
					Total :	6,848.00
219 Vouchers for bank code : usb						Bank total : 1,778,189.89
219 Vouchers in this report						Total vouchers : 1,778,189.89

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 23 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 23 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

_____ Mayor	<u>06/27/2023</u> Date
----------------	---------------------------

_____ Councilmember	_____ Date
------------------------	---------------

_____ Councilmember	_____ Date
------------------------	---------------

Acknowledged:

_____ Councilmember	_____ Date
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_____ Councilmember	_____ Date
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CITY OF GARDENA



INVESTMENT REPORT

May 2023

Prepared by Danny Rodriguez, Deputy City Treasurer
Reviewed by Ray Beeman, Director of Administrative Services



City of Gardena Consolidated - Account #10647

MONTHLY ACCOUNT STATEMENT

MAY 1, 2023 THROUGH MAY 31, 2023

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.

Portfolio Summary

As of May 31, 2023



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.64
Average Coupon	3.81%
Average Purchase YTM	3.74%
Average Market YTM	4.80%
Average S&P/Moody Rating	AAA/Aa1
Average Final Maturity	0.75 yrs
Average Life	0.69 yrs

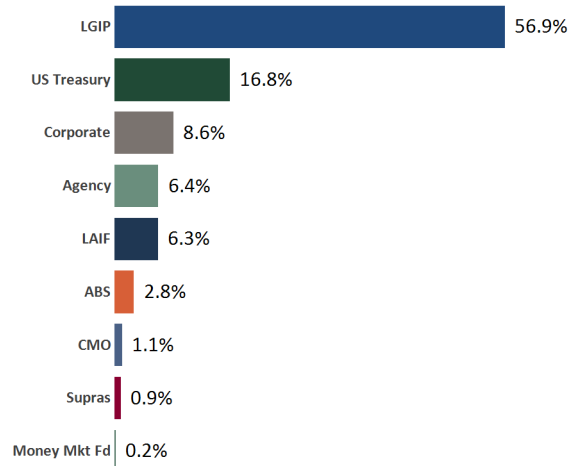
ACCOUNT SUMMARY

	Beg. Values as of 4/30/23	End Values as of 5/31/23
Market Value	83,996,530	84,118,824
Accrued Interest	161,518	168,834
Total Market Value	84,158,048	84,287,658
Income Earned	230,762	263,857
Cont/WD		
Par	78,995,455	79,267,234
Book Value	85,042,026	85,298,567
Cost Value	85,211,378	85,461,303

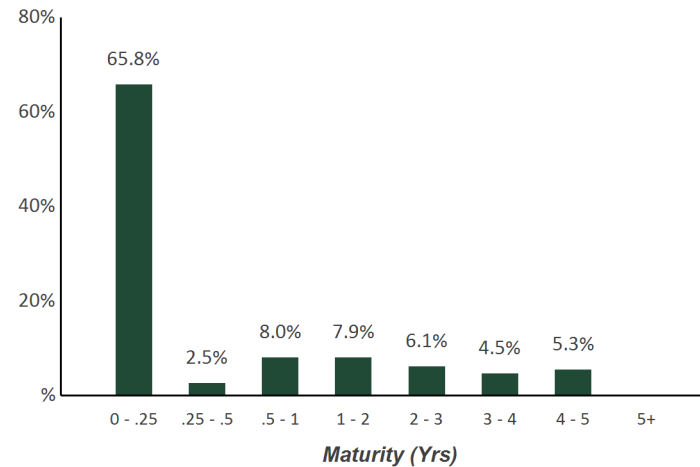
TOP ISSUERS

CAMP	49.1%
Government of United States	16.8%
CalTrust	7.8%
Local Agency Investment Fund	6.3%
Federal Home Loan Mortgage Corp	2.8%
Federal Home Loan Bank	2.3%
Federal Farm Credit Bank	1.3%
Federal National Mortgage Assoc	1.1%
Total	87.5%

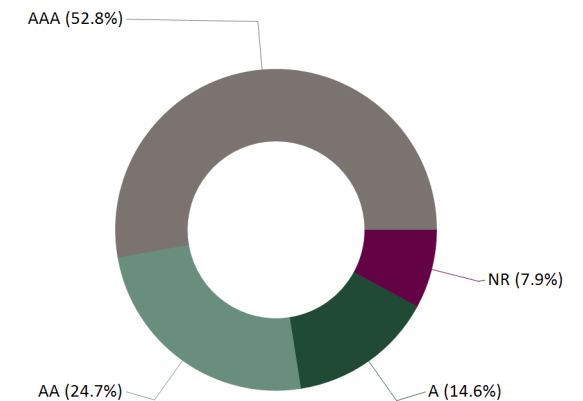
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Holdings Report

As of May 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	703.23	07/06/2020 0.71%	718.72 707.07	99.84 6.27%	702.08 0.52	0.00% (4.99)	Aaa / AAA NR	0.96 0.04
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	23,072.63	09/22/2020 0.38%	23,069.23 23,072.13	98.37 5.94%	22,696.68 3.08	0.03% (375.45)	NR / AAA AAA	1.39 0.29
58769KAD6	Mercedes-Benz Auto Lease Trust 2021- B A3 0.4% Due 11/15/2024	61,068.57	06/22/2021 0.40%	61,063.97 61,067.44	98.18 6.00%	59,954.68 10.86	0.07% (1,112.76)	NR / AAA AAA	1.46 0.32
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	26,994.58	09/08/2021 0.34%	26,991.80 26,993.89	98.47 6.14%	26,582.72 1.48	0.03% (411.17)	Aaa / NR AAA	1.58 0.26
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	17,068.93	10/06/2020 0.36%	17,065.75 17,067.72	98.65 6.12%	16,838.86 2.66	0.02% (228.86)	NR / AAA AAA	1.63 0.23
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	23,543.03	08/04/2020 0.48%	23,538.08 23,541.14	99.10 5.59%	23,330.30 3.38	0.03% (210.84)	Aaa / NR AAA	1.73 0.17
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	77,906.30	01/11/2022 1.11%	77,894.65 77,901.94	97.94 6.15%	76,299.95 14.28	0.09% (1,601.99)	NR / AAA AAA	1.82 0.41
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	36,167.29	02/17/2021 0.27%	36,166.64 36,167.12	97.44 6.07%	35,241.81 2.71	0.04% (925.31)	Aaa / NR AAA	1.89 0.44
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	36,305.07	03/02/2021 0.37%	36,298.10 36,302.41	96.76 6.23%	35,130.53 5.81	0.04% (1,171.88)	Aaa / NR AAA	2.30 0.55
05593AAC3	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	40,000.00	02/07/2023 5.22%	39,999.05 39,999.18	99.63 5.49%	39,850.88 34.40	0.05% (148.30)	Aaa / AAA NR	2.49 1.35
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	85,000.00	11/16/2021 0.89%	84,982.08 84,990.46	95.64 5.81%	81,289.75 20.78	0.10% (3,700.71)	Aaa / NR AAA	2.65 0.89
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	64,219.85	07/13/2021 0.52%	64,214.13 64,217.05	95.73 5.90%	61,477.02 14.84	0.07% (2,740.03)	Aaa / NR AAA	2.79 0.79
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	65,000.00	11/09/2021 0.71%	64,998.62 64,999.27	95.61 5.79%	62,149.62 20.51	0.07% (2,849.65)	NR / AAA AAA	2.88 0.87
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	165,000.00	02/15/2022 1.89%	164,975.18 164,984.94	95.71 5.44%	157,928.43 137.87	0.19% (7,056.51)	Aaa / AAA NR	2.96 1.22

Holdings Report

As of May 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
43815PAC3	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	105,000.00	08/15/2022 3.76%	104,993.74 104,995.31	97.66 5.27%	102,542.69 141.43	0.12% (2,452.62)	NR / AAA AAA	3.14 1.55
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	300,000.00	01/05/2023 5.44%	292,136.72 293,388.89	97.03 5.97%	291,088.50 160.50	0.35% (2,300.39)	Aaa / AAA NR	3.24 1.09
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	115,000.00	04/07/2022 2.95%	114,997.31 114,998.25	96.72 5.53%	111,232.37 149.76	0.13% (3,765.88)	Aaa / AAA NR	3.30 1.28
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	130,000.00	03/10/2022 2.34%	129,971.24 129,981.18	96.10 5.82%	124,934.03 134.04	0.15% (5,047.15)	Aaa / NR AAA	3.30 1.12
47800AAC4	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	135,000.00	07/12/2022 3.77%	134,987.11 134,990.23	97.44 5.42%	131,549.94 224.40	0.16% (3,440.29)	Aaa / NR AAA	3.72 1.56
448979AD6	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	155,000.00	04/04/2023 4.63%	154,984.87 154,985.62	99.12 5.10%	153,633.21 315.51	0.18% (1,352.41)	NR / AAA AAA	3.88 1.85
36265WAD5	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	90,000.00	07/06/2022 3.67%	89,999.38 89,999.55	97.60 5.18%	87,835.60 136.50	0.10% (2,163.95)	Aaa / NR AAA	3.88 1.60
43815JAC7	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	70,000.00	02/16/2023 5.10%	69,986.99 69,988.09	100.06 5.06%	70,040.95 98.00	0.08% 52.86	Aaa / NR AAA	3.89 2.00
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	185,000.00	05/17/2022 3.42%	184,959.08 184,973.12	97.20 4.95%	179,823.15 278.73	0.21% (5,149.97)	NR / AAA AAA	3.96 1.84
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	220,000.00	10/12/2022 5.15%	219,982.93 219,985.81	100.03 5.13%	220,069.30 497.69	0.26% 83.49	Aaa / NR AAA	4.04 1.74
58770AAC7	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	105,000.00	01/18/2023 4.56%	104,987.40 104,988.66	99.03 5.08%	103,980.24 210.47	0.12% (1,008.42)	NR / AAA AAA	4.46 1.84
362583AD8	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	115,000.00	04/04/2023 4.51%	114,996.84 114,996.97	99.11 5.49%	113,977.31 214.19	0.14% (1,019.66)	Aaa / AAA NR	4.72 0.91
Total ABS		2,447,049.48	3.34%	2,438,959.61 2,440,283.44	5.51%	2,390,180.60 2,834.40	2.84% (50,102.84)	Aaa / AAA AAA	3.35 1.28

AGENCY									
3137EAES4	FHLMC Note 0.25% Due 6/26/2023	300,000.00	06/24/2020 0.35%	299,124.00 299,980.00	99.63 5.64%	298,880.10 322.92	0.35% (1,099.90)	NR / AA+ AAA	0.07 0.07

Holdings Report

As of May 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3135G05G4	FNMA Note 0.25% Due 7/10/2023	250,000.00	07/08/2020 0.32%	249,462.50 249,980.86	99.44 5.45%	248,598.25 244.79	0.30% (1,382.61)	Aaa / AA+ AAA	0.11 0.11
3137EAEV7	FHLMC Note 0.25% Due 8/24/2023	300,000.00	08/19/2020 0.28%	299,694.00 299,976.59	98.81 5.48%	296,427.30 202.08	0.35% (3,549.29)	Aaa / AA+ AAA	0.23 0.23
3137EAEW5	FHLMC Note 0.25% Due 9/8/2023	300,000.00	09/11/2020 0.24%	300,093.00 300,008.45	98.66 5.28%	295,985.70 172.92	0.35% (4,022.75)	Aaa / AA+ AAA	0.27 0.27
3135G0U43	FNMA Note 2.875% Due 9/12/2023	350,000.00	09/25/2019 1.63%	366,702.00 351,188.88	99.32 5.30%	347,621.05 2,208.16	0.42% (3,567.83)	Aaa / AA+ AAA	0.28 0.28
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	225,000.00	10/14/2020 0.25%	224,160.75 224,895.00	98.11 5.26%	220,747.50 35.16	0.26% (4,147.50)	Aaa / AA+ AAA	0.38 0.37
3137EAEZ8	FHLMC Note 0.25% Due 11/6/2023	335,000.00	11/03/2020 0.28%	334,698.50 334,956.54	97.89 5.25%	327,945.24 58.16	0.39% (7,011.30)	Aaa / AA+ AAA	0.44 0.42
3130A0F70	FHLB Note 3.375% Due 12/8/2023	350,000.00	10/30/2019 1.72%	372,781.50 352,887.58	99.07 5.22%	346,731.35 5,676.56	0.42% (6,156.23)	Aaa / AA+ AAA	0.52 0.50
3130AT3H8	FHLB Note 3.375% Due 3/8/2024	700,000.00	08/25/2022 3.46%	699,160.00 699,578.50	98.56 5.31%	689,892.70 5,446.88	0.82% (9,685.80)	Aaa / AA+ NR	0.77 0.74
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	155,000.00	03/24/2020 0.99%	167,010.95 157,952.11	97.73 5.15%	151,484.14 2,067.20	0.18% (6,467.97)	Aaa / AA+ NR	1.04 0.99
3133ENKS8	FFCB Note 1.125% Due 1/6/2025	750,000.00	Various 1.60%	740,054.10 744,482.99	94.56 4.70%	709,196.26 3,398.43	0.85% (35,286.73)	Aaa / AA+ AAA	1.61 1.54
3133ENPG9	FFCB Note 1.75% Due 2/14/2025	415,000.00	02/10/2022 1.84%	413,891.95 414,368.56	95.27 4.67%	395,377.14 2,158.58	0.47% (18,991.42)	Aaa / AA+ AAA	1.71 1.64
3135G06G3	FNMA Note 0.5% Due 11/7/2025	350,000.00	11/18/2020 0.52%	349,639.50 349,823.13	91.20 4.35%	319,198.25 116.67	0.38% (30,624.88)	Aaa / AA+ AAA	2.44 2.37
3130ATS57	FHLB Note 4.5% Due 3/10/2028	700,000.00	03/21/2023 3.99%	715,799.00 715,180.97	102.54 3.91%	717,756.90 7,087.50	0.86% 2,575.93	Aaa / AA+ AAA	4.78 4.23
Total Agency		5,480,000.00	1.68%	5,532,271.75 5,495,260.16	4.95%	5,365,841.88 29,196.01	6.40% (129,418.28)	Aaa / AA+ AAA	1.39 1.28
CMO									
3137BNGT5	FHLMC K054 A2 2.745% Due 1/25/2026	500,000.00	02/15/2023 4.92%	474,785.16 477,198.06	95.72 4.52%	478,584.50 1,143.75	0.57% 1,386.44	NR / AAA NR	2.66 2.37

Holdings Report

As of May 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CMO									
3137FETN0	FHLMC K073 A2 3.35% Due 1/25/2028	465,000.00	05/24/2023 4.34%	446,908.59 446,929.86	96.25 4.24%	447,557.39 259.63	0.53% 627.53	NR / NR AAA	4.66 4.13
Total CMO		965,000.00	4.64%	921,693.75 924,127.92	4.38%	926,141.89 1,403.38	1.10% 2,013.97	NR / AAA AAA	3.62 3.22
CORPORATE									
90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	250,000.00	05/17/2019 2.70%	256,695.00 250,098.59	99.62 5.93%	249,050.50 2,998.61	0.30% (1,048.09)	A2 / A+ AA-	0.15 0.15
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	200,000.00	04/11/2019 2.90%	194,298.00 199,726.42	99.21 6.01%	198,414.60 1,283.33	0.24% (1,311.82)	A1 / A AA-	0.21 0.21
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	200,000.00	03/05/2020 1.06%	213,320.00 201,831.87	98.60 4.97%	197,207.20 1,836.81	0.24% (4,624.67)	Aaa / AAA NR	0.69 0.66
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	500,000.00	Various 1.53%	523,124.00 506,529.11	98.22 5.61%	491,106.00 3,611.11	0.59% (15,423.11)	A1 / A AA-	0.78 0.75
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	245,000.00	Various 0.58%	246,097.00 245,288.15	96.04 5.90%	235,307.56 372.61	0.28% (9,980.59)	A2 / A- A	0.80 0.77
023135BW5	Amazon.com Inc Note 0.45% Due 5/12/2024	130,000.00	05/10/2021 0.50%	129,810.20 129,940.08	95.48 5.41%	124,127.64 30.88	0.15% (5,812.44)	A1 / AA AA-	0.95 0.92
91324PEB4	United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 5/15/2024	500,000.00	11/24/2021 1.07%	493,760.00 497,574.88	95.55 5.39%	477,766.50 122.22	0.57% (19,808.38)	A3 / A+ A	0.96 0.93
14913R2L0	Caterpillar Financial Service Note 0.45% Due 5/17/2024	500,000.00	Various 0.66%	497,344.65 499,015.45	95.53 5.28%	477,654.00 87.51	0.57% (21,361.45)	A2 / A A+	0.96 0.94
89236TJH9	Toyota Motor Credit Corp Note 0.5% Due 6/18/2024	300,000.00	12/06/2021 1.07%	295,710.00 298,219.86	95.17 5.30%	285,504.90 679.17	0.34% (12,714.96)	A1 / A+ A+	1.05 1.02
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	35,000.00	06/29/2021 0.64%	34,982.15 34,993.34	95.12 5.15%	33,292.91 82.64	0.04% (1,700.43)	A2 / A+ NR	1.13 1.09

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
69371RR40	Paccar Financial Corp Note 0.5% Due 8/9/2024	80,000.00	08/03/2021 0.52%	79,956.80 79,982.85	94.70 5.15%	75,759.28 124.44	0.09% (4,223.57)	A1 / A+ NR	1.19 1.16
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	500,000.00	Various 0.88%	524,067.75 509,579.07	95.69 5.45%	478,450.00 937.51	0.57% (31,129.07)	A1 / A AA-	1.42 1.36
69371RR57	Paccar Financial Corp Note 0.9% Due 11/8/2024	175,000.00	11/02/2021 0.90%	174,989.50 174,994.96	94.26 5.10%	164,949.93 100.63	0.20% (10,045.03)	A1 / A+ NR	1.44 1.39
46647PAH9	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	500,000.00	Various 1.01%	531,052.10 508,139.21	98.08 5.84%	490,419.00 4,025.00	0.59% (17,720.21)	A1 / A- AA-	1.75 0.72
24422EWB1	John Deere Capital Corp Note 2.125% Due 3/7/2025	130,000.00	03/02/2022 2.14%	129,944.10 129,967.10	95.35 4.90%	123,952.27 644.58	0.15% (6,014.83)	A2 / A A+	1.77 1.69
06406RBC0	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 4/25/2025	280,000.00	04/19/2022 3.35%	279,960.80 279,975.16	96.32 5.41%	269,687.32 938.00	0.32% (10,287.84)	A1 / A AA-	1.90 1.80
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	95,000.00	04/27/2022 3.46%	94,974.35 94,983.21	96.67 5.19%	91,834.41 1,511.29	0.11% (3,148.80)	A2 / A- A	2.04 1.90
931142EW9	Wal-Mart Stores Note 3.9% Due 9/9/2025	80,000.00	09/06/2022 3.92%	79,944.00 79,957.54	98.99 4.37%	79,191.12 710.67	0.09% (766.42)	Aa2 / AA AA	2.28 2.13
437076CR1	Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025	110,000.00	09/12/2022 4.01%	109,960.40 109,969.65	98.65 4.62%	108,519.18 928.89	0.13% (1,450.47)	A2 / A A	2.30 2.14
023135CN4	Amazon.com Inc Note 4.6% Due 12/1/2025	395,000.00	11/29/2022 4.60%	394,976.30 394,980.24	100.29 4.48%	396,140.37 9,085.00	0.48% 1,160.13	A1 / AA AA-	2.51 2.29
857477BR3	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	90,000.00	02/02/2022 1.75%	90,000.00 90,000.00	93.98 5.54%	84,581.64 501.98	0.10% (5,418.36)	A1 / A AA-	2.69 1.61
037833BY5	Apple Inc Callable Note Cont 11/23/2025 3.25% Due 2/23/2026	400,000.00	05/09/2023 4.05%	391,672.00 391,843.63	97.24 4.33%	388,954.80 3,538.89	0.47% (2,888.83)	Aaa / AA+ NR	2.74 2.55
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	175,000.00	07/18/2022 4.68%	175,000.00 175,000.00	98.89 5.23%	173,052.78 3,047.85	0.21% (1,947.22)	A1 / A- A+	3.13 1.97
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	40,000.00	09/08/2021 1.09%	39,924.40 39,950.15	90.11 4.30%	36,043.04 86.33	0.04% (3,907.11)	Aa2 / AA AA	3.30 3.17

Holdings Report

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	450,000.00	10/05/2022 4.71%	436,909.50 438,760.60	97.22 4.78%	437,480.55 1,050.00	0.52% (1,280.05)	A2 / A+ A+	3.95 3.59
931142EX7	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	225,000.00	09/27/2022 4.70%	217,588.50 218,593.94	99.43 4.10%	223,714.80 2,024.38	0.27% 5,120.86	Aa2 / AA AA	4.28 3.86
438516CJ3	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 2/15/2028	400,000.00	02/13/2023 4.44%	408,972.00 408,442.18	102.37 4.37%	409,492.80 5,830.00	0.49% 1,050.62	A2 / A A	4.72 4.05
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	290,000.00	04/19/2023 4.17%	298,833.40 298,627.04	102.48 4.28%	297,204.76 3,220.21	0.36% (1,422.28)	Aa3 / A+ NR	4.78 4.12
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	90,000.00	05/08/2023 4.07%	89,927.10 89,927.70	99.46 4.17%	89,513.10 141.75	0.11% (414.60)	A1 / A+ NR	4.97 4.38
Total Corporate		7,365,000.00	2.45%	7,433,794.00 7,376,891.98	5.11%	7,188,372.96 49,552.29	8.59% (188,519.02)	A1 / A+ A+	2.06 1.79
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	5,296,602.72	Various 2.96%	5,296,602.72 5,296,602.72	1.00 2.96%	5,296,602.72 33,254.09	6.32% 0.00	NR / NR NR	0.00 0.00
Total LAIF		5,296,602.72	2.96%	5,296,602.72 5,296,602.72	2.96%	5,296,602.72 33,254.09	6.32% 0.00	NR / NR NR	0.00 0.00
LOCAL GOV INVESTMENT POOL									
09CATR\$05	CalTrust Medium Term Fund	670,776.80	Various 3.51%	6,742,768.32 6,742,768.32	9.74 3.51%	6,533,366.05 0.00	7.75% (209,402.27)	NR / A+ NR	0.00 0.00
90CAMP\$00	California Asset Mgmt Program CAMP	41,384,279.68	Various 5.20%	41,384,279.68 41,384,279.68	1.00 5.20%	41,384,279.68 0.00	49.10% 0.00	NR / AAA NR	0.00 0.00
Total Local Gov Investment Pool		42,055,056.48	4.96%	48,127,048.00 48,127,048.00	4.97%	47,917,645.73 0.00	56.85% (209,402.27)	NR / AAA NR	0.00 0.00

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MONEY MARKET FUND									
31846V203	First American Govt Obligation Fund Class Y	138,525.06	Various 4.66%	138,525.06 138,525.06	1.00 4.66%	138,525.06 0.00	0.16% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		138,525.06	4.66%	138,525.06 138,525.06	4.66%	138,525.06 0.00	0.16% 0.00	Aaa / AAA AAA	0.00 0.00
SUPRANATIONAL									
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	165,000.00	11/17/2020 0.32%	164,645.25 164,942.98	97.56 5.45%	160,978.79 8.02	0.19% (3,964.19)	Aaa / AAA AAA	0.48 0.47
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	225,000.00	01/26/2021 0.26%	240,736.50 229,009.65	97.87 5.25%	220,212.00 1,125.00	0.26% (8,797.65)	Aaa / AAA AAA	0.80 0.77
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 9/23/2024	260,000.00	09/15/2021 0.52%	259,807.60 259,915.74	94.46 4.91%	245,596.00 245.56	0.29% (14,319.74)	Aaa / AAA NR	1.32 1.28
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	160,000.00	07/12/2021 0.54%	164,304.00 161,819.25	95.42 4.86%	152,673.92 275.00	0.18% (9,145.33)	Aaa / AAA NR	1.38 1.33
Total Supranational		810,000.00	0.41%	829,493.35 815,687.62	5.11%	779,460.71 1,653.58	0.93% (36,226.91)	Aaa / AAA AAA	1.01 0.98
US TREASURY									
912828ZU7	US Treasury Note 0.25% Due 6/15/2023	750,000.00	02/15/2022 1.36%	739,130.86 749,685.60	99.81 4.97%	748,542.00 865.38	0.89% (1,143.60)	Aaa / AA+ AAA	0.04 0.04
912828T26	US Treasury Note 1.375% Due 9/30/2023	750,000.00	Various 1.05%	750,579.29 750,818.97	98.69 5.37%	740,156.25 1,746.93	0.88% (10,662.72)	Aaa / AA+ AAA	0.33 0.33
912828V80	US Treasury Note 2.25% Due 1/31/2024	750,000.00	Various 0.83%	776,144.53 757,004.27	97.99 5.35%	734,912.25 5,640.54	0.88% (22,092.02)	Aaa / AA+ AAA	0.67 0.65
912828B66	US Treasury Note 2.75% Due 2/15/2024	750,000.00	02/15/2022 1.58%	767,255.86 756,130.68	98.23 5.32%	736,728.75 6,039.36	0.88% (19,401.93)	Aaa / AA+ AAA	0.71 0.68
912828W71	US Treasury Note 2.125% Due 3/31/2024	750,000.00	Various 0.67%	775,839.84 759,015.55	97.46 5.27%	730,986.00 2,699.80	0.87% (28,029.55)	Aaa / AA+ AAA	0.84 0.81

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CBV2	US Treasury Note 0.375% Due 4/15/2024	500,000.00	Various 0.37%	500,162.11 500,040.76	95.86 5.28%	479,297.00 240.78	0.57% (20,743.76)	Aaa / AA+ AAA	0.88 0.85
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	750,000.00	Various 1.11%	779,783.21 759,816.81	97.43 5.29%	730,693.50 866.17	0.87% (29,123.31)	Aaa / AA+ AAA	0.96 0.93
91282CCG4	US Treasury Note 0.25% Due 6/15/2024	400,000.00	06/17/2021 0.43%	397,890.63 399,266.64	95.06 5.18%	380,250.00 461.54	0.45% (19,016.64)	Aaa / AA+ AAA	1.04 1.01
912828Y87	US Treasury Note 1.75% Due 7/31/2024	300,000.00	01/31/2020 1.35%	305,203.13 301,349.08	96.30 5.04%	288,914.10 1,754.83	0.34% (12,434.98)	Aaa / AA+ AAA	1.17 1.13
91282CCT6	US Treasury Note 0.375% Due 8/15/2024	400,000.00	08/25/2021 0.45%	399,109.38 399,638.01	94.64 5.00%	378,546.80 439.23	0.45% (21,091.21)	Aaa / AA+ AAA	1.21 1.18
91282CDH1	US Treasury Note 0.75% Due 11/15/2024	750,000.00	11/18/2021 0.83%	748,125.00 749,084.82	94.36 4.81%	707,695.50 259.85	0.84% (41,389.32)	Aaa / AA+ AAA	1.46 1.42
912828Z52	US Treasury Note 1.375% Due 1/31/2025	750,000.00	02/17/2022 1.71%	742,822.27 745,938.39	94.81 4.64%	711,093.75 3,447.00	0.85% (34,844.64)	Aaa / AA+ AAA	1.67 1.61
912828ZF0	US Treasury Note 0.5% Due 3/31/2025	350,000.00	03/25/2021 0.58%	348,906.26 349,499.86	93.01 4.51%	325,540.95 296.45	0.39% (23,958.91)	Aaa / AA+ AAA	1.84 1.79
912828ZT0	US Treasury Note 0.25% Due 5/31/2025	365,000.00	02/25/2021 0.60%	359,653.32 362,489.98	92.09 4.42%	336,142.37 2.49	0.40% (26,347.61)	Aaa / AA+ AAA	2.00 1.95
9128284Z0	US Treasury Note 2.75% Due 8/31/2025	750,000.00	Various 0.98%	800,092.78 779,218.20	96.72 4.29%	725,391.00 5,212.30	0.87% (53,827.20)	Aaa / AA+ AAA	2.25 2.14
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	750,000.00	Various 0.88%	734,730.47 740,738.17	91.06 4.18%	682,939.50 7.69	0.81% (57,798.67)	Aaa / AA+ AAA	2.50 2.44
9128286L9	US Treasury Note 2.25% Due 3/31/2026	750,000.00	02/25/2022 1.91%	760,078.13 756,984.44	95.19 4.06%	713,906.25 2,858.61	0.85% (43,078.19)	Aaa / AA+ AAA	2.84 2.69
912828R36	US Treasury Note 1.625% Due 5/15/2026	250,000.00	10/14/2021 0.99%	257,148.44 254,610.38	93.26 4.07%	233,154.25 187.67	0.28% (21,456.13)	Aaa / AA+ AAA	2.96 2.84
912828YG9	US Treasury Note 1.625% Due 9/30/2026	300,000.00	12/28/2021 1.24%	305,296.88 303,713.31	92.70 3.98%	278,109.30 825.82	0.33% (25,604.01)	Aaa / AA+ AAA	3.34 3.18
912828U24	US Treasury Note 2% Due 11/15/2026	625,000.00	03/29/2022 2.56%	609,912.11 613,730.93	93.66 3.98%	585,376.25 577.45	0.70% (28,354.68)	Aaa / AA+ AAA	3.46 3.28
91282CEF4	US Treasury Note 2.5% Due 3/31/2027	750,000.00	Various 2.90%	736,449.21 739,222.92	94.98 3.92%	712,353.75 3,176.23	0.85% (26,869.17)	Aaa / AA+ AAA	3.84 3.59

Holdings Report

As of May 31, 2023



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US TREASURY									
912828X88	US Treasury Note 2.375% Due 5/15/2027	350,000.00	06/09/2022 3.09%	338,666.02 340,907.63	94.45 3.90%	330,585.85 384.00	0.39% (10,321.78)	Aaa / AA+ AAA	3.96 3.72
91282CFM8	US Treasury Note 4.125% Due 9/30/2027	570,000.00	10/26/2022 4.19%	568,419.14 568,609.83	100.98 3.88%	575,588.85 3,982.99	0.69% 6,979.02	Aaa / AA+ AAA	4.34 3.91
9128283F5	US Treasury Note 2.25% Due 11/15/2027	800,000.00	12/20/2022 3.84%	743,625.00 748,727.09	93.55 3.84%	748,406.40 831.52	0.89% (320.69)	Aaa / AA+ AAA	4.46 4.17
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	500,000.00	05/25/2023 3.98%	497,890.63 497,898.16	100.15 3.84%	500,742.00 8,135.36	0.60% 2,843.84	Aaa / AA+ AAA	4.59 4.10
Total US Treasury		14,710,000.00	1.62%	14,742,914.50 14,684,140.48	4.61%	14,116,052.62 50,939.99	16.81% (568,087.86)	Aaa / AA+ AAA	2.05 1.93
TOTAL PORTFOLIO		79,267,233.74	3.74%	85,461,302.74 85,298,567.38	4.80%	84,118,824.17 168,833.74	100.00% (1,179,743.21)	Aa1 / AAA AAA	0.75 0.64
TOTAL MARKET VALUE PLUS ACCRUED						84,287,657.91			



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/01/2023	31846V203	5,625.00	First American Govt Obligation Fund Class Y	1.000	4.42%	5,625.00	0.00	5,625.00	0.00
Purchase	05/01/2023	31846V203	558.23	First American Govt Obligation Fund Class Y	1.000	4.42%	558.23	0.00	558.23	0.00
Purchase	05/03/2023	31846V203	2,400.00	First American Govt Obligation Fund Class Y	1.000	4.42%	2,400.00	0.00	2,400.00	0.00
Purchase	05/03/2023	31846V203	200,000.00	First American Govt Obligation Fund Class Y	1.000	4.42%	200,000.00	0.00	200,000.00	0.00
Purchase	05/06/2023	31846V203	418.75	First American Govt Obligation Fund Class Y	1.000	4.42%	418.75	0.00	418.75	0.00
Purchase	05/07/2023	31846V203	875.00	First American Govt Obligation Fund Class Y	1.000	4.42%	875.00	0.00	875.00	0.00
Purchase	05/08/2023	31846V203	787.50	First American Govt Obligation Fund Class Y	1.000	4.42%	787.50	0.00	787.50	0.00
Purchase	05/10/2023	31846V203	9,000.00	First American Govt Obligation Fund Class Y	1.000	4.42%	9,000.00	0.00	9,000.00	0.00
Purchase	05/11/2023	037833BY5	400,000.00	Apple Inc Callable Note Cont 11/23/2025 3.25% Due 2/23/2026	97.918	4.05%	391,672.00	2,816.67	394,488.67	0.00
Purchase	05/12/2023	31846V203	292.50	First American Govt Obligation Fund Class Y	1.000	4.42%	292.50	0.00	292.50	0.00
Purchase	05/15/2023	31846V203	41,125.00	First American Govt Obligation Fund Class Y	1.000	4.42%	41,125.00	0.00	41,125.00	0.00
Purchase	05/15/2023	31846V203	700,000.00	First American Govt Obligation Fund Class Y	1.000	4.42%	700,000.00	0.00	700,000.00	0.00
Purchase	05/15/2023	31846V203	394.62	First American Govt Obligation Fund Class Y	1.000	4.42%	394.62	0.00	394.62	0.00
Purchase	05/15/2023	31846V203	420.75	First American Govt Obligation Fund Class Y	1.000	4.42%	420.75	0.00	420.75	0.00
Purchase	05/15/2023	31846V203	522.63	First American Govt Obligation Fund Class Y	1.000	4.42%	522.63	0.00	522.63	0.00
Purchase	05/15/2023	31846V203	933.17	First American Govt Obligation Fund Class Y	1.000	4.42%	933.17	0.00	933.17	0.00

Transaction Ledger

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/15/2023	31846V203	251.33	First American Govt Obligation Fund Class Y	1.000	4.42%	251.33	0.00	251.33	0.00
Purchase	05/15/2023	31846V203	650.74	First American Govt Obligation Fund Class Y	1.000	4.42%	650.74	0.00	650.74	0.00
Purchase	05/15/2023	31846V203	258.50	First American Govt Obligation Fund Class Y	1.000	4.42%	258.50	0.00	258.50	0.00
Purchase	05/15/2023	31846V203	38.46	First American Govt Obligation Fund Class Y	1.000	4.42%	38.46	0.00	38.46	0.00
Purchase	05/15/2023	31846V203	280.79	First American Govt Obligation Fund Class Y	1.000	4.42%	280.79	0.00	280.79	0.00
Purchase	05/15/2023	31846V203	3,440.78	First American Govt Obligation Fund Class Y	1.000	4.42%	3,440.78	0.00	3,440.78	0.00
Purchase	05/15/2023	31846V203	5,810.48	First American Govt Obligation Fund Class Y	1.000	4.42%	5,810.48	0.00	5,810.48	0.00
Purchase	05/15/2023	31846V203	5,926.21	First American Govt Obligation Fund Class Y	1.000	4.42%	5,926.21	0.00	5,926.21	0.00
Purchase	05/15/2023	31846V203	7,367.43	First American Govt Obligation Fund Class Y	1.000	4.42%	7,367.43	0.00	7,367.43	0.00
Purchase	05/15/2023	31846V203	2,948.44	First American Govt Obligation Fund Class Y	1.000	4.42%	2,948.44	0.00	2,948.44	0.00
Purchase	05/16/2023	31846V203	273.00	First American Govt Obligation Fund Class Y	1.000	4.42%	273.00	0.00	273.00	0.00
Purchase	05/16/2023	31846V203	485.49	First American Govt Obligation Fund Class Y	1.000	4.42%	485.49	0.00	485.49	0.00
Purchase	05/17/2023	31846V203	1,125.00	First American Govt Obligation Fund Class Y	1.000	4.42%	1,125.00	0.00	1,125.00	0.00
Purchase	05/17/2023	58933YBH7	90,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	99.919	4.07%	89,927.10	0.00	89,927.10	0.00
Purchase	05/18/2023	31846V203	326.37	First American Govt Obligation Fund Class Y	1.000	4.42%	326.37	0.00	326.37	0.00
Purchase	05/18/2023	31846V203	3,430.68	First American Govt Obligation Fund Class Y	1.000	4.42%	3,430.68	0.00	3,430.68	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/22/2023	31846V203	306.25	First American Govt Obligation Fund Class Y	1.000	4.42%	306.25	0.00	306.25	0.00
Purchase	05/22/2023	31846V203	245,000.00	First American Govt Obligation Fund Class Y	1.000	4.42%	245,000.00	0.00	245,000.00	0.00
Purchase	05/22/2023	31846V203	62.33	First American Govt Obligation Fund Class Y	1.000	4.42%	62.33	0.00	62.33	0.00
Purchase	05/22/2023	31846V203	294.00	First American Govt Obligation Fund Class Y	1.000	4.42%	294.00	0.00	294.00	0.00
Purchase	05/22/2023	31846V203	3,654.90	First American Govt Obligation Fund Class Y	1.000	4.42%	3,654.90	0.00	3,654.90	0.00
Purchase	05/22/2023	31846V203	7,221.36	First American Govt Obligation Fund Class Y	1.000	4.42%	7,221.36	0.00	7,221.36	0.00
Purchase	05/24/2023	31846V203	206.25	First American Govt Obligation Fund Class Y	1.000	4.42%	206.25	0.00	206.25	0.00
Purchase	05/25/2023	31846V203	172.00	First American Govt Obligation Fund Class Y	1.000	4.42%	172.00	0.00	172.00	0.00
Purchase	05/25/2023	31846V203	802.50	First American Govt Obligation Fund Class Y	1.000	4.42%	802.50	0.00	802.50	0.00
Purchase	05/25/2023	31846V203	108,865.24	First American Govt Obligation Fund Class Y	1.000	4.42%	108,865.24	0.00	108,865.24	0.00
Purchase	05/25/2023	31846V203	1,143.75	First American Govt Obligation Fund Class Y	1.000	4.42%	1,143.75	0.00	1,143.75	0.00
Purchase	05/25/2023	31846V203	7,164.09	First American Govt Obligation Fund Class Y	1.000	4.42%	7,164.09	0.00	7,164.09	0.00
Purchase	05/25/2023	31846V203	4,149.35	First American Govt Obligation Fund Class Y	1.000	4.42%	4,149.35	0.00	4,149.35	0.00
Purchase	05/26/2023	91282CGC9	500,000.00	US Treasury Note 3.875% Due 12/31/2027	99.578	3.98%	497,890.63	7,814.23	505,704.86	0.00
Purchase	05/30/2023	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	96.109	4.34%	446,908.59	1,254.85	448,163.44	0.00
Purchase	05/31/2023	09CATR\$05	2,061.04	CalTrust Medium Term Fund	9.740	3.51%	20,074.49	0.00	20,074.49	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/31/2023	31846V203	1,862.50	First American Govt Obligation Fund Class Y	1.000	4.66%	1,862.50	0.00	1,862.50	0.00
Purchase	05/31/2023	90CAMP\$00	180,612.26	California Asset Mgmt Program CAMP	1.000	5.20%	180,612.26	0.00	180,612.26	0.00
Subtotal			3,014,544.67				3,003,956.44	11,885.75	3,015,842.19	0.00
Short Sale	05/11/2023	31846V203	-394,488.67	First American Govt Obligation Fund Class Y	1.000		-394,488.67	0.00	-394,488.67	0.00
Short Sale	05/17/2023	31846V203	-89,927.10	First American Govt Obligation Fund Class Y	1.000		-89,927.10	0.00	-89,927.10	0.00
Subtotal			-484,415.77				-484,415.77	0.00	-484,415.77	0.00
TOTAL ACQUISITIONS			2,530,128.90				2,519,540.67	11,885.75	2,531,426.42	0.00
DISPOSITIONS										
Closing Purchase	05/11/2023	31846V203	-394,488.67	First American Govt Obligation Fund Class Y	1.000		-394,488.67	0.00	-394,488.67	0.00
Closing Purchase	05/17/2023	31846V203	-89,927.10	First American Govt Obligation Fund Class Y	1.000		-89,927.10	0.00	-89,927.10	0.00
Subtotal			-484,415.77				-484,415.77	0.00	-484,415.77	0.00
Sale	05/11/2023	31846V203	394,488.67	First American Govt Obligation Fund Class Y	1.000	4.42%	394,488.67	0.00	394,488.67	0.00
Sale	05/17/2023	31846V203	89,927.10	First American Govt Obligation Fund Class Y	1.000	4.42%	89,927.10	0.00	89,927.10	0.00
Sale	05/26/2023	31846V203	505,704.86	First American Govt Obligation Fund Class Y	1.000	4.42%	505,704.86	0.00	505,704.86	0.00
Sale	05/30/2023	31846V203	448,163.44	First American Govt Obligation Fund Class Y	1.000	4.42%	448,163.44	0.00	448,163.44	0.00
Subtotal			1,438,284.07				1,438,284.07	0.00	1,438,284.07	0.00
Paydown	05/15/2023	02582JIT8	0.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	100.000		0.00	522.63	522.63	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	05/15/2023	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	258.50	258.50	0.00
Paydown	05/15/2023	448979AD6	0.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	100.000		0.00	650.74	650.74	0.00
Paydown	05/15/2023	47787JAC2	0.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	100.000		0.00	251.33	251.33	0.00
Paydown	05/15/2023	47788UAC6	3,428.86	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		3,428.86	11.92	3,440.78	0.00
Paydown	05/15/2023	47789QAC4	5,780.15	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		5,780.15	30.33	5,810.48	0.00
Paydown	05/15/2023	47800AAC4	0.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	100.000		0.00	420.75	420.75	0.00
Paydown	05/15/2023	47800BAC2	0.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	100.000		0.00	933.17	933.17	0.00
Paydown	05/15/2023	58769KAD6	5,903.89	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	100.000		5,903.89	22.32	5,926.21	0.00
Paydown	05/15/2023	58770AAC7	0.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	100.000		0.00	394.62	394.62	0.00
Paydown	05/15/2023	89232HAC9	7,356.28	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	100.000		7,356.28	11.15	7,367.43	0.00
Paydown	05/15/2023	89236XAC0	2,942.60	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		2,942.60	5.84	2,948.44	0.00
Paydown	05/15/2023	89238FAD5	0.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	100.000		0.00	280.79	280.79	0.00
Paydown	05/15/2023	89238JAC9	0.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	100.000		0.00	38.46	38.46	0.00
Paydown	05/16/2023	362583AD8	0.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	100.000		0.00	485.49	485.49	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	05/16/2023	36265WAD5	0.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	100.000		0.00	273.00	273.00	0.00
Paydown	05/18/2023	43813KAC6	3,422.51	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		3,422.51	8.17	3,430.68	0.00
Paydown	05/18/2023	43815PAC3	0.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	100.000		0.00	326.37	326.37	0.00
Paydown	05/22/2023	43813GAC5	3,645.94	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		3,645.94	8.96	3,654.90	0.00
Paydown	05/22/2023	43815GAC3	0.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		0.00	62.33	62.33	0.00
Paydown	05/22/2023	43815JAC7	0.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	100.000		0.00	294.00	294.00	0.00
Paydown	05/22/2023	92290BAA9	7,209.32	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		7,209.32	12.04	7,221.36	0.00
Paydown	05/25/2023	05593AAC3	0.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	100.000		0.00	172.00	172.00	0.00
Paydown	05/25/2023	05601XAC3	7,086.18	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		7,086.18	77.91	7,164.09	0.00
Paydown	05/25/2023	05602RAD3	0.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	100.000		0.00	802.50	802.50	0.00
Paydown	05/25/2023	09690AAC7	4,140.79	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		4,140.79	8.56	4,149.35	0.00
Paydown	05/25/2023	3137B4GY6	108,565.78	FHLMC K032 A2Due 5/25/2023	100.000		108,565.78	299.46	108,865.24	0.00
Paydown	05/25/2023	3137BNGT5	0.00	FHLMC K054 A2 2.745% Due 1/25/2026	100.000		0.00	1,143.75	1,143.75	0.00
Subtotal			159,482.30				159,482.30	7,807.09	167,289.39	0.00
Maturity	05/03/2023	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	100.000		200,000.00	0.00	200,000.00	0.00

Transaction Ledger

As of May 31, 2023



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Maturity	05/15/2023	912828VB3	700,000.00	US Treasury Note 1.75% Due 5/15/2023	100.000		700,000.00	0.00	700,000.00	0.00
Maturity	05/22/2023	3135G04Q3	245,000.00	FNMA Note 0.25% Due 5/22/2023	100.000		245,000.00	0.00	245,000.00	0.00
Subtotal			1,145,000.00				1,145,000.00	0.00	1,145,000.00	0.00
TOTAL DISPOSITIONS			2,258,350.60				2,258,350.60	7,807.09	2,266,157.69	0.00
OTHER TRANSACTIONS										
Interest	05/01/2023	78015K7C2	500,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.000		5,625.00	0.00	5,625.00	0.00
Interest	05/03/2023	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.000		2,400.00	0.00	2,400.00	0.00
Interest	05/06/2023	3137EAEZ8	335,000.00	FHLMC Note 0.25% Due 11/6/2023	0.000		418.75	0.00	418.75	0.00
Interest	05/07/2023	3135G06G3	350,000.00	FNMA Note 0.5% Due 11/7/2025	0.000		875.00	0.00	875.00	0.00
Interest	05/08/2023	69371RR57	175,000.00	Paccar Financial Corp Note 0.9% Due 11/8/2024	0.000		787.50	0.00	787.50	0.00
Interest	05/10/2023	665859AW4	450,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.000		9,000.00	0.00	9,000.00	0.00
Interest	05/12/2023	023135BW5	130,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.000		292.50	0.00	292.50	0.00
Interest	05/15/2023	9128283F5	800,000.00	US Treasury Note 2.25% Due 11/15/2027	0.000		9,000.00	0.00	9,000.00	0.00
Interest	05/15/2023	912828R36	250,000.00	US Treasury Note 1.625% Due 5/15/2026	0.000		2,031.25	0.00	2,031.25	0.00
Interest	05/15/2023	912828U24	625,000.00	US Treasury Note 2% Due 11/15/2026	0.000		6,250.00	0.00	6,250.00	0.00
Interest	05/15/2023	912828VB3	700,000.00	US Treasury Note 1.75% Due 5/15/2023	0.000		6,125.00	0.00	6,125.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	05/15/2023	912828WJ5	750,000.00	US Treasury Note 2.5% Due 5/15/2024	0.000		9,375.00	0.00	9,375.00	0.00
Interest	05/15/2023	912828X88	350,000.00	US Treasury Note 2.375% Due 5/15/2027	0.000		4,156.25	0.00	4,156.25	0.00
Interest	05/15/2023	91282CDH1	750,000.00	US Treasury Note 0.75% Due 11/15/2024	0.000		2,812.50	0.00	2,812.50	0.00
Interest	05/15/2023	91324PEB4	500,000.00	United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 5/15/2024	0.000		1,375.00	0.00	1,375.00	0.00
Interest	05/17/2023	14913R2L0	500,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.000		1,125.00	0.00	1,125.00	0.00
Interest	05/22/2023	3135G04Q3	245,000.00	FNMA Note 0.25% Due 5/22/2023	0.000		306.25	0.00	306.25	0.00
Interest	05/24/2023	459058JM6	165,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	0.000		206.25	0.00	206.25	0.00
Interest	05/31/2023	912828ZT0	365,000.00	US Treasury Note 0.25% Due 5/31/2025	0.000		456.25	0.00	456.25	0.00
Interest	05/31/2023	91282CAZ4	750,000.00	US Treasury Note 0.375% Due 11/30/2025	0.000		1,406.25	0.00	1,406.25	0.00
Subtotal			8,890,000.00				64,023.75	0.00	64,023.75	0.00
Dividend	05/01/2023	31846V203	205,562.76	First American Govt Obligation Fund Class Y	0.000		558.23	0.00	558.23	0.00
Dividend	05/31/2023	09CATR\$05	668,715.76	CalTrust Medium Term Fund	0.000		20,074.49	0.00	20,074.49	0.00
Dividend	05/31/2023	90CAMP\$00	41,203,667.42	California Asset Mgmt Program CAMP	0.000		180,612.26	0.00	180,612.26	0.00
Subtotal			42,077,945.94				201,244.98	0.00	201,244.98	0.00
TOTAL OTHER TRANSACTIONS			50,967,945.94				265,268.73	0.00	265,268.73	0.00

Income Earned

As of May 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
023135BW5	Amazon.com Inc Note 0.45% Due 05/12/2024	05/10/2021 05/12/2021 130,000.00	129,934.71 0.00 0.00 129,940.08	274.63 292.50 30.88 48.75	5.37 0.00 5.37 54.12	54.12
023135CN4	Amazon.com Inc Note 4.6% Due 12/01/2025	11/29/2022 12/01/2022 395,000.00	394,979.57 0.00 0.00 394,980.24	7,570.83 0.00 9,085.00 1,514.17	0.67 0.00 0.67 1,514.84	1,514.84
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 05/17/2027	05/17/2022 05/24/2022 185,000.00	184,971.95 0.00 0.00 184,973.12	278.73 522.63 278.73 522.63	1.17 0.00 1.17 523.80	523.80
037833AK6	Apple Inc Note Due 05/03/2023	03/11/2019 03/13/2019 0.00	199,995.99 0.00 200,000.00 0.00	2,373.33 2,400.00 0.00 26.67	4.01 0.00 4.01 30.68	30.68
037833BY5	Apple Inc Callable Note Cont 11/23/2025 3.25% Due 02/23/2026	05/09/2023 05/11/2023 400,000.00	0.00 391,672.00 0.00 391,843.63	0.00 (2,816.67) 3,538.89 722.22	171.63 0.00 171.63 893.85	893.85
05593AAC3	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	02/07/2023 02/15/2023 40,000.00	39,999.14 0.00 0.00 39,999.18	34.40 172.00 34.40 172.00	0.04 0.00 0.04 172.04	172.04
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 03/25/2025	01/11/2022 01/19/2022 77,906.30	84,987.23 0.00 7,086.18 77,901.94	15.58 77.91 14.28 76.61	0.89 0.00 0.89 77.50	77.50
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 08/25/2026	01/05/2023 01/09/2023 300,000.00	293,117.44 0.00 0.00 293,388.89	160.50 802.50 160.50 802.50	271.45 0.00 271.45 1,073.95	1,073.95
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 08/16/2023	04/11/2019 04/15/2019 200,000.00	199,614.83 0.00 0.00 199,726.42	916.67 0.00 1,283.33 366.66	111.59 0.00 111.59 478.25	478.25

Income Earned

As of May 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
06406RBC0	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 04/25/2025	04/19/2022 04/26/2022 280,000.00	279,974.05 0.00 0.00 279,975.16	156.33 0.00 938.00 781.67	1.11 0.00 1.11 782.78	782.78
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 26,994.58	31,134.45 0.00 4,140.79 26,993.89	1.71 8.56 1.48 8.33	0.23 0.00 0.23 8.56	8.56
14913R2L0	Caterpillar Financial Service Note 0.45% Due 05/17/2024	Various Various 500,000.00	498,928.50 0.00 0.00 499,015.45	1,025.00 1,125.00 87.51 187.51	86.95 0.00 86.95 274.46	274.46
24422EWB1	John Deere Capital Corp Note 2.125% Due 03/07/2025	03/02/2022 03/07/2022 130,000.00	129,965.52 0.00 0.00 129,967.10	414.38 0.00 644.58 230.20	1.58 0.00 1.58 231.78	231.78
3130A0F70	FHLB Note 3.375% Due 12/08/2023	10/30/2019 10/31/2019 350,000.00	353,358.71 0.00 0.00 352,887.58	4,692.19 0.00 5,676.56 984.37	0.00 471.13 (471.13) 513.24	513.24
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	03/24/2020 03/25/2020 155,000.00	158,193.57 0.00 0.00 157,952.11	1,695.85 0.00 2,067.20 371.35	0.00 241.46 (241.46) 129.89	129.89
3130AT3H8	FHLB Note 3.375% Due 03/08/2024	08/25/2022 08/26/2022 700,000.00	699,532.00 0.00 0.00 699,578.50	3,478.13 0.00 5,446.88 1,968.75	46.50 0.00 46.50 2,015.25	2,015.25
3130ATS57	FHLB Note 4.5% Due 03/10/2028	03/21/2023 03/22/2023 700,000.00	715,450.81 0.00 0.00 715,180.97	4,462.50 0.00 7,087.50 2,625.00	0.00 269.84 (269.84) 2,355.16	2,355.16
3133ENKS8	FFCB Note 1.125% Due 01/06/2025	Various Various 750,000.00	744,190.63 0.00 0.00 744,482.99	2,695.31 0.00 3,398.43 703.12	292.36 0.00 292.36 995.48	995.48

Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3133ENPG9	FFCB Note 1.75% Due 02/14/2025	02/10/2022 02/15/2022 415,000.00	414,337.19 0.00 0.00 414,368.56	1,553.37 0.00 2,158.58 605.21	31.37 0.00 31.37 636.58	636.58
3135G04Q3	FNMA Note Due 05/22/2023	05/20/2020 05/22/2020 0.00	244,985.86 0.00 245,000.00 0.00	270.52 306.25 0.00 35.73	14.14 0.00 14.14 49.87	49.87
3135G05G4	FNMA Note 0.25% Due 07/10/2023	07/08/2020 07/10/2020 250,000.00	249,965.64 0.00 0.00 249,980.86	192.71 0.00 244.79 52.08	15.22 0.00 15.22 67.30	67.30
3135G06G3	FNMA Note 0.5% Due 11/07/2025	11/18/2020 11/19/2020 350,000.00	349,816.97 0.00 0.00 349,823.13	845.83 875.00 116.67 145.84	6.16 0.00 6.16 152.00	152.00
3135G0U43	FNMA Note 2.875% Due 09/12/2023	09/25/2019 09/26/2019 350,000.00	351,546.70 0.00 0.00 351,188.88	1,369.62 0.00 2,208.16 838.54	0.00 357.82 (357.82) 480.72	480.72
3137B4GY6	FHLMC K032 A2 Due 05/25/2023	07/23/2019 07/26/2019 0.00	108,639.48 0.00 108,565.78 0.00	59.89 299.46 0.00 239.57	0.00 73.70 (73.70) 165.87	165.87
3137BNGT5	FHLMC K054 A2 2.745% Due 01/25/2026	02/15/2023 02/21/2023 500,000.00	476,450.06 0.00 0.00 477,198.06	1,143.75 1,143.75 1,143.75 1,143.75	748.00 0.00 748.00 1,891.75	1,891.75
3137EAE54	FHLMC Note 0.25% Due 06/26/2023	06/24/2020 06/26/2020 300,000.00	299,955.20 0.00 0.00 299,980.00	260.42 0.00 322.92 62.50	24.80 0.00 24.80 87.30	87.30
3137EAEV7	FHLMC Note 0.25% Due 08/24/2023	08/19/2020 08/21/2020 300,000.00	299,967.95 0.00 0.00 299,976.59	139.58 0.00 202.08 62.50	8.64 0.00 8.64 71.14	71.14

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3137EAEW5	FHLMC Note 0.25% Due 09/08/2023	09/11/2020 09/14/2020 300,000.00	300,011.10 0.00 0.00 300,008.45	110.42 0.00 172.92 62.50	0.00 2.65 (2.65) 59.85	59.85
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	10/14/2020 10/16/2020 225,000.00	224,871.24 0.00 0.00 224,895.00	11.72 0.00 35.16 23.44	23.76 0.00 23.76 47.20	47.20
3137EAEZ8	FHLMC Note 0.25% Due 11/06/2023	11/03/2020 11/05/2020 335,000.00	334,948.01 0.00 0.00 334,956.54	407.12 418.75 58.16 69.79	8.53 0.00 8.53 78.32	78.32
3137FETN0	FHLMC K073 A2 3.35% Due 01/25/2028	05/24/2023 05/30/2023 465,000.00	0.00 446,908.59 0.00 446,929.86	0.00 (1,254.85) 259.63 (995.22)	21.27 0.00 21.27 (973.95)	(973.95)
362583AD8	GM Auto Receivable Trust 2023-2 A3 4.47% Due 02/16/2028	04/04/2023 04/12/2023 115,000.00	114,996.89 0.00 0.00 114,996.97	271.30 485.49 214.19 428.38	0.08 0.00 0.08 428.46	428.46
36265WAD5	GM Financial Securitized Auto 2022-3 A3 3.64% Due 04/16/2027	07/06/2022 07/13/2022 90,000.00	89,999.54 0.00 0.00 89,999.55	136.50 273.00 136.50 273.00	0.01 0.00 0.01 273.01	273.01
437076CR1	Home Depot Callable Note Cont 8/15/2025 4% Due 09/15/2025	09/12/2022 09/19/2022 110,000.00	109,968.52 0.00 0.00 109,969.65	562.22 0.00 928.89 366.67	1.13 0.00 1.13 367.80	367.80
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 36,167.29	39,813.02 0.00 3,645.94 36,167.12	2.99 8.96 2.71 8.68	0.04 0.00 0.04 8.72	8.72
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 23,072.63	26,494.46 0.00 3,422.51 23,072.13	3.54 8.17 3.08 7.71	0.18 0.00 0.18 7.89	7.89

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43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 05/15/2026	02/15/2022 02/23/2022 165,000.00	164,984.29 0.00 0.00 164,984.94	137.87 258.50 137.87 258.50	0.65 0.00 0.65 259.15	259.15
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 01/21/2026	11/16/2021 11/24/2021 85,000.00	84,989.99 0.00 0.00 84,990.46	20.78 62.33 20.78 62.33	0.47 0.00 0.47 62.80	62.80
43815JAC7	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 04/21/2027	02/16/2023 02/24/2023 70,000.00	69,987.74 0.00 0.00 69,988.09	98.00 294.00 98.00 294.00	0.35 0.00 0.35 294.35	294.35
43815PAC3	Honda Auto Receivables 2022-2 A3 3.73% Due 07/20/2026	08/15/2022 08/24/2022 105,000.00	104,995.14 0.00 0.00 104,995.31	141.43 326.37 141.43 326.37	0.17 0.00 0.17 326.54	326.54
438516CJ3	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 02/15/2028	02/13/2023 02/15/2023 400,000.00	408,597.13 0.00 0.00 408,442.18	4,180.00 0.00 5,830.00 1,650.00	0.00 154.95 (154.95) 1,495.05	1,495.05
448979AD6	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 04/15/2027	04/04/2023 04/12/2023 155,000.00	154,985.15 0.00 0.00 154,985.62	374.67 650.74 315.51 591.58	0.47 0.00 0.47 592.05	592.05
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 09/23/2024	09/15/2021 09/23/2021 260,000.00	259,910.30 0.00 0.00 259,915.74	137.22 0.00 245.56 108.34	5.44 0.00 5.44 113.78	113.78
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 03/19/2024	01/26/2021 01/28/2021 225,000.00	229,435.33 0.00 0.00 229,009.65	656.25 0.00 1,125.00 468.75	0.00 425.68 (425.68) 43.07	43.07
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	11/17/2020 11/24/2020 165,000.00	164,932.94 0.00 0.00 164,942.98	179.90 206.25 8.02 34.37	10.04 0.00 10.04 44.41	44.41

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45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	07/12/2021 07/14/2021 160,000.00	161,931.37 0.00 0.00 161,819.25	91.67 0.00 275.00 183.33	0.00 112.12 (112.12) 71.21	71.21
46647PAH9	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 03/01/2025	Various Various 500,000.00	509,060.08 0.00 0.00 508,139.21	2,683.33 0.00 4,025.00 1,341.67	0.00 920.87 (920.87) 420.80	420.80
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 09/16/2026	03/10/2022 03/16/2022 130,000.00	129,980.48 0.00 0.00 129,981.18	134.04 251.33 134.04 251.33	0.70 0.00 0.70 252.03	252.03
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 09/15/2025	03/02/2021 03/10/2021 36,305.07	39,730.84 0.00 3,428.86 36,302.41	6.36 11.92 5.81 11.37	0.43 0.00 0.43 11.80	11.80
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 64,219.85	69,996.80 0.00 5,780.15 64,217.05	16.18 30.33 14.84 28.99	0.40 0.00 0.40 29.39	29.39
47800AAC4	John Deere Owner Trust 2022-B A3 3.74% Due 02/16/2027	07/12/2022 07/20/2022 135,000.00	134,989.92 0.00 0.00 134,990.23	224.40 420.75 224.40 420.75	0.31 0.00 0.31 421.06	421.06
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 06/15/2027	10/12/2022 10/19/2022 220,000.00	219,985.41 0.00 0.00 219,985.81	497.69 933.17 497.69 933.17	0.40 0.00 0.40 933.57	933.57
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 03/09/2028	04/19/2023 04/21/2023 290,000.00	298,783.07 0.00 0.00 298,627.04	2,042.08 0.00 3,220.21 1,178.13	0.00 156.03 (156.03) 1,022.10	1,022.10
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	06/22/2021 06/29/2021 61,068.57	66,971.05 0.00 5,903.89 61,067.44	11.91 22.32 10.86 21.27	0.28 0.00 0.28 21.55	21.55

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58770AAC7	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	01/18/2023 01/25/2023 105,000.00	104,988.35 0.00 0.00 104,988.66	210.47 394.62 210.47 394.62	0.31 0.00 0.31 394.93	394.93
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 05/17/2028	05/08/2023 05/17/2023 90,000.00	0.00 89,927.10 0.00 89,927.70	0.00 0.00 141.75 141.75	0.60 0.00 0.60 142.35	142.35
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 02/06/2024	03/05/2020 03/09/2020 200,000.00	202,133.93 0.00 0.00 201,831.87	1,357.64 0.00 1,836.81 479.17	0.00 302.06 (302.06) 177.11	177.11
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 07/17/2026	07/18/2022 07/20/2022 175,000.00	175,000.00 0.00 0.00 175,000.00	2,365.49 0.00 3,047.85 682.36	0.00 0.00 0.00 682.36	682.36
63743HFE7	National Rural Utilities Note 3.45% Due 06/15/2025	04/27/2022 05/04/2022 95,000.00	94,982.51 0.00 0.00 94,983.21	1,238.17 0.00 1,511.29 273.12	0.70 0.00 0.70 273.82	273.82
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	10/05/2022 10/07/2022 450,000.00	438,518.48 0.00 0.00 438,760.60	8,550.00 9,000.00 1,050.00 1,500.00	242.12 0.00 242.12 1,742.12	1,742.12
69371RR40	Paccar Financial Corp Note 0.5% Due 08/09/2024	08/03/2021 08/09/2021 80,000.00	79,981.63 0.00 0.00 79,982.85	91.11 0.00 124.44 33.33	1.22 0.00 1.22 34.55	34.55
69371RR57	Paccar Financial Corp Note 0.9% Due 11/08/2024	11/02/2021 11/08/2021 175,000.00	174,994.66 0.00 0.00 174,994.96	756.88 787.50 100.63 131.25	0.30 0.00 0.30 131.55	131.55
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	Various Various 500,000.00	510,151.24 0.00 0.00 509,579.07	5,625.00 5,625.00 937.51 937.51	0.00 572.17 (572.17) 365.34	365.34

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79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	06/29/2021 07/12/2021 35,000.00	34,992.84 0.00 0.00 34,993.34	64.41 0.00 82.64 18.23	0.50 0.00 0.50 18.73	18.73
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	Various Various 245,000.00	245,322.39 0.00 0.00 245,288.15	219.48 0.00 372.61 153.13	1.35 35.59 (34.24) 118.89	118.89
857477BR3	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 02/06/2026	02/02/2022 02/07/2022 90,000.00	90,000.00 0.00 0.00 90,000.00	371.03 0.00 501.98 130.95	0.00 0.00 0.00 130.95	130.95
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	Various Various 500,000.00	507,241.79 0.00 0.00 506,529.11	2,256.95 0.00 3,611.11 1,354.16	0.00 712.68 (712.68) 641.48	641.48
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 05/15/2024	07/06/2020 07/08/2020 703.23	8,107.47 0.00 7,356.28 707.07	5.95 11.15 0.52 5.72	0.00 44.12 (44.12) (38.40)	(38.40)
89236TJH9	Toyota Motor Credit Corp Note 0.5% Due 06/18/2024	12/06/2021 12/08/2021 300,000.00	298,075.77 0.00 0.00 298,219.86	554.17 0.00 679.17 125.00	144.09 0.00 144.09 269.09	269.09
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 17,068.93	20,010.03 0.00 2,942.60 17,067.72	3.11 5.84 2.66 5.39	0.29 0.00 0.29 5.68	5.68
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 09/15/2026	04/07/2022 04/13/2022 115,000.00	114,998.18 0.00 0.00 114,998.25	149.76 280.79 149.76 280.79	0.07 0.00 0.07 280.86	280.86
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 04/15/2026	11/09/2021 11/15/2021 65,000.00	64,999.24 0.00 0.00 64,999.27	20.51 38.46 20.51 38.46	0.03 0.00 0.03 38.49	38.49

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90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 07/24/2023	05/17/2019 05/21/2019 250,000.00	250,237.51 0.00 0.00 250,098.59	2,290.28 0.00 2,998.61 708.33	0.00 138.92 (138.92) 569.41	569.41
9128283F5	US Treasury Note 2.25% Due 11/15/2027	12/20/2022 12/21/2022 800,000.00	747,750.77 0.00 0.00 748,727.09	8,303.87 9,000.00 831.52 1,527.65	976.32 0.00 976.32 2,503.97	2,503.97
9128284Z0	US Treasury Note 2.75% Due 08/31/2025	Various Various 750,000.00	780,320.10 0.00 0.00 779,218.20	3,474.86 0.00 5,212.30 1,737.44	0.00 1,101.90 (1,101.90) 635.54	635.54
9128286L9	US Treasury Note 2.25% Due 03/31/2026	02/25/2022 02/28/2022 750,000.00	757,193.84 0.00 0.00 756,984.44	1,429.30 0.00 2,858.61 1,429.31	0.00 209.40 (209.40) 1,219.91	1,219.91
912828B66	US Treasury Note 2.75% Due 02/15/2024	02/15/2022 02/16/2022 750,000.00	756,864.47 0.00 0.00 756,130.68	4,273.14 0.00 6,039.36 1,766.22	0.00 733.79 (733.79) 1,032.43	1,032.43
912828R36	US Treasury Note 1.625% Due 05/15/2026	10/14/2021 10/15/2021 250,000.00	254,742.84 0.00 0.00 254,610.38	1,874.14 2,031.25 187.67 344.78	0.00 132.46 (132.46) 212.32	212.32
912828T26	US Treasury Note 1.375% Due 09/30/2023	Various Various 750,000.00	751,028.79 0.00 0.00 750,818.97	873.47 0.00 1,746.93 873.46	136.36 346.18 (209.82) 663.64	663.64
912828U24	US Treasury Note 2% Due 11/15/2026	03/29/2022 03/30/2022 625,000.00	613,454.33 0.00 0.00 613,730.93	5,766.57 6,250.00 577.45 1,060.88	276.60 0.00 276.60 1,337.48	1,337.48
912828V80	US Treasury Note 2.25% Due 01/31/2024	Various Various 750,000.00	757,894.16 0.00 0.00 757,004.27	4,195.44 0.00 5,640.54 1,445.10	0.00 889.89 (889.89) 555.21	555.21

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912828VB3	US Treasury Note Due 05/15/2023	Various Various 0.00	700,255.67 0.00 700,000.00 0.00	5,651.25 6,125.00 0.00 473.75	0.00 255.67 (255.67) 218.08	218.08
912828W71	US Treasury Note 2.125% Due 03/31/2024	Various Various 750,000.00	759,934.89 0.00 0.00 759,015.55	1,349.90 0.00 2,699.80 1,349.90	0.00 919.34 (919.34) 430.56	430.56
912828WJ5	US Treasury Note 2.5% Due 05/15/2024	Various Various 750,000.00	760,688.79 0.00 0.00 759,816.81	8,649.86 9,375.00 866.17 1,591.31	0.00 871.98 (871.98) 719.33	719.33
912828X88	US Treasury Note 2.375% Due 05/15/2027	06/09/2022 06/10/2022 350,000.00	340,712.43 0.00 0.00 340,907.63	3,834.77 4,156.25 384.00 705.48	195.20 0.00 195.20 900.68	900.68
912828Y87	US Treasury Note 1.75% Due 07/31/2024	01/31/2020 01/31/2020 300,000.00	301,447.25 0.00 0.00 301,349.08	1,305.25 0.00 1,754.83 449.58	0.00 98.17 (98.17) 351.41	351.41
912828YG9	US Treasury Note 1.625% Due 09/30/2026	12/28/2021 12/29/2021 300,000.00	303,807.90 0.00 0.00 303,713.31	412.91 0.00 825.82 412.91	0.00 94.59 (94.59) 318.32	318.32
912828Z52	US Treasury Note 1.375% Due 01/31/2025	02/17/2022 02/18/2022 750,000.00	745,731.98 0.00 0.00 745,938.39	2,563.88 0.00 3,447.00 883.12	206.41 0.00 206.41 1,089.53	1,089.53
912828ZF0	US Treasury Note 0.5% Due 03/31/2025	03/25/2021 03/29/2021 350,000.00	349,476.68 0.00 0.00 349,499.86	148.22 0.00 296.45 148.23	23.18 0.00 23.18 171.41	171.41
912828ZT0	US Treasury Note 0.25% Due 05/31/2025	02/25/2021 02/26/2021 365,000.00	362,383.39 0.00 0.00 362,489.98	381.04 456.25 2.49 77.70	106.59 0.00 106.59 184.29	184.29

Income Earned

As of May 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828ZU7	US Treasury Note 0.25% Due 06/15/2023	02/15/2022 02/16/2022 750,000.00	748,989.44 0.00 0.00 749,685.60	705.70 0.00 865.38 159.68	696.16 0.00 696.16 855.84	855.84
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	Various Various 750,000.00	740,423.68 0.00 0.00 740,738.17	1,174.45 1,406.25 7.69 239.49	314.49 0.00 314.49 553.98	553.98
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	Various Various 500,000.00	500,044.72 0.00 0.00 500,040.76	81.97 0.00 240.78 158.81	5.06 9.02 (3.96) 154.85	154.85
91282CCG4	US Treasury Note 0.25% Due 06/15/2024	06/17/2021 06/18/2021 400,000.00	399,206.82 0.00 0.00 399,266.64	376.37 0.00 461.54 85.17	59.82 0.00 59.82 144.99	144.99
91282CCT6	US Treasury Note 0.375% Due 08/15/2024	08/25/2021 08/26/2021 400,000.00	399,612.56 0.00 0.00 399,638.01	310.77 0.00 439.23 128.46	25.45 0.00 25.45 153.91	153.91
91282CDH1	US Treasury Note 0.75% Due 11/15/2024	11/18/2021 11/19/2021 750,000.00	749,031.59 0.00 0.00 749,084.82	2,594.96 2,812.50 259.85 477.39	53.23 0.00 53.23 530.62	530.62
91282CEF4	US Treasury Note 2.5% Due 03/31/2027	Various Various 750,000.00	738,984.10 0.00 0.00 739,222.92	1,588.11 0.00 3,176.23 1,588.12	238.82 0.00 238.82 1,826.94	1,826.94
91282CFM8	US Treasury Note 4.125% Due 09/30/2027	10/26/2022 10/27/2022 570,000.00	568,582.59 0.00 0.00 568,609.83	1,991.50 0.00 3,982.99 1,991.49	27.24 0.00 27.24 2,018.73	2,018.73
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	05/25/2023 05/26/2023 500,000.00	0.00 497,890.63 0.00 497,898.16	0.00 (7,814.23) 8,135.36 321.13	7.53 0.00 7.53 328.66	328.66

Income Earned

As of May 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91324PEB4	United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 05/15/2024	11/24/2021 11/29/2021 500,000.00	497,359.47 0.00 0.00 497,574.88	1,268.06 1,375.00 122.22 229.16	215.41 0.00 215.41 444.57	444.57
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 02/20/2025	08/04/2020 08/12/2020 23,543.03	30,749.77 0.00 7,209.32 23,541.14	4.42 12.04 3.38 11.00	0.69 0.00 0.69 11.69	11.69
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 40,000.00	39,948.87 0.00 0.00 39,950.15	51.33 0.00 86.33 35.00	1.28 0.00 1.28 36.28	36.28
931142EW9	Wal-Mart Stores Note 3.9% Due 09/09/2025	09/06/2022 09/09/2022 80,000.00	79,955.96 0.00 0.00 79,957.54	450.67 0.00 710.67 260.00	1.58 0.00 1.58 261.58	261.58
931142EX7	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 09/09/2027	09/27/2022 09/29/2022 225,000.00	218,466.72 0.00 0.00 218,593.94	1,283.75 0.00 2,024.38 740.63	127.22 0.00 127.22 867.85	867.85
			31,619,124.55 1,426,398.32 1,304,482.30	141,721.69 59,945.09 135,579.65	6,005.21 10,654.18 (4,648.97)	
Total Fixed Income		31,777,049.48	31,736,391.60	53,803.05	49,154.08	49,154.08
CASH & EQUIVALENT						
31846V203	First American Govt Obligation Fund Class Y	Various Various 138,525.06	199,937.76 892,455.60 953,868.30 138,525.06	0.00 558.23 0.00 558.23	0.00 0.00 0.00 558.23	558.23
			199,937.76 892,455.60 953,868.30	0.00 558.23 0.00	0.00 0.00 0.00	
Total Cash & Equivalent		138,525.06	138,525.06	558.23	558.23	558.23

Income Earned

As of May 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund State Pool	Various Various 5,296,602.72	5,296,602.72 0.00 0.00 5,296,602.72	19,796.37 0.00 33,254.09 13,457.72	0.00 0.00 0.00 13,457.72	13,457.72
			5,296,602.72	19,796.37	0.00	
			0.00	0.00	0.00	
			0.00	33,254.09	0.00	
Total Local Agency Investment Fund			5,296,602.72	13,457.72	13,457.72	13,457.72
INVESTMENT POOL						
09CATR\$05	CalTrust Medium Term Fund	Various Various 670,776.80	6,722,693.83 20,074.49 0.00 6,742,768.32	0.00 20,074.49 0.00 20,074.49	0.00 0.00 0.00 20,074.49	20,074.49
90CAMP\$00	California Asset Mgmt Program CAMP	Various Various 41,384,279.68	41,203,667.42 180,612.26 0.00 41,384,279.68	0.00 180,612.26 0.00 180,612.26	0.00 0.00 0.00 180,612.26	180,612.26
			47,926,361.25	0.00	0.00	
			200,686.75	200,686.75	0.00	
			0.00	0.00	0.00	
Total Investment Pool			42,055,056.48	200,686.75	200,686.75	200,686.75
			85,042,026.28	161,518.06	6,005.21	
			2,519,540.67	261,190.07	10,654.18	
			2,258,350.60	168,833.74	(4,648.97)	
TOTAL PORTFOLIO			79,267,233.74	268,505.75	263,856.78	263,856.78

Cash Flow Report

As of May 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/01/2023	Interest	023135CN4	395,000.00	Amazon.com Inc Note 4.6% Due 12/1/2025	0.00	9,085.00	9,085.00
06/08/2023	Interest	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	5,906.25	5,906.25
06/14/2023	Interest	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	2,228.13	2,228.13
06/15/2023	Interest	91282CCG4	400,000.00	US Treasury Note 0.25% Due 6/15/2024	0.00	500.00	500.00
06/15/2023	Interest	63743HFE7	95,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	1,638.75	1,638.75
06/15/2023	Maturity	912828ZU7	750,000.00	US Treasury Note 0.25% Due 6/15/2023	750,000.00	937.50	750,937.50
06/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
06/15/2023	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
06/15/2023	Paydown	47788UAC6	36,305.07	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,130.05	10.89	2,140.94
06/15/2023	Paydown	47789QAC4	64,219.85	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,916.27	27.83	2,944.10
06/15/2023	Paydown	58769KAD6	61,068.57	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,631.12	20.36	7,651.48
06/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
06/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
06/15/2023	Paydown	89236XAC0	17,068.93	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	884.47	4.98	889.45
06/15/2023	Paydown	89232HAC9	703.23	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	75.21	0.97	76.18
06/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
06/15/2023	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58

Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
06/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
06/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,076.96	38.46	3,115.42
06/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
06/16/2023	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
06/18/2023	Interest	89236TJH9	300,000.00	Toyota Motor Credit Corp Note 0.5% Due 6/18/2024	0.00	750.00	750.00
06/18/2023	Paydown	43813KAC6	23,072.63	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,842.48	7.11	3,849.59
06/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
06/19/2023	Paydown	3137BNGT5	0.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
06/20/2023	Paydown	92290BAA9	23,543.03	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,116.71	9.22	1,125.93
06/21/2023	Paydown	43813GAC5	36,167.29	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,612.80	8.14	3,620.94
06/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
06/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,038.19	62.33	4,100.52
06/23/2023	Call	90331HNV1	250,000.00	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	250,000.00	3,518.06	253,518.06
06/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	802.50	802.50
06/25/2023	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
06/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/25/2023	Paydown	05601XAC3	77,906.30	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,638.20	71.41	7,709.61
06/25/2023	Paydown	09690AAC7	26,994.58	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,853.58	7.42	3,861.00
06/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
06/26/2023	Maturity	3137EAES4	300,000.00	FHLMC Note 0.25% Due 6/26/2023	300,000.00	375.00	300,375.00
06/30/2023	Interest	91282CGC9	500,000.00	US Treasury Note 3.875% Due 12/31/2027	0.00	9,687.50	9,687.50
JUN 2023					1,340,816.04	44,430.58	1,385,246.62
07/06/2023	Interest	3133ENKS8	750,000.00	FFCB Note 1.125% Due 1/6/2025	0.00	4,218.76	4,218.76
07/10/2023	Maturity	3135G05G4	250,000.00	FNMA Note 0.25% Due 7/10/2023	250,000.00	312.50	250,312.50
07/15/2023	Interest	79466LAG9	35,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	109.38	109.38
07/15/2023	Paydown	89232HAC9	703.23	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	72.23	0.87	73.10
07/15/2023	Paydown	89236XAC0	17,068.93	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	881.40	4.72	886.12
07/15/2023	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
07/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
07/15/2023	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
07/15/2023	Paydown	47789QAC4	64,219.85	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,916.55	26.56	2,943.11
07/15/2023	Paydown	58769KAD6	61,068.57	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,631.82	17.81	7,649.63
07/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
07/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
07/15/2023	Paydown	47788UAC6	36,305.07	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,130.74	10.25	2,140.99
07/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
07/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
07/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,078.78	36.64	3,115.42
07/16/2023	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
07/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
07/17/2023	Dividend	90LAIF\$00	431,683,566.97	Local Agency Investment Fund State Pool	0.00	34,489.86	34,489.86
07/17/2023	Interest	61747YET8	175,000.00	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	0.00	4,094.13	4,094.13
07/18/2023	Paydown	43813KAC6	23,072.63	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,843.66	5.93	3,849.59
07/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
07/20/2023	Paydown	92290BAA9	23,543.03	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,117.15	8.78	1,125.93
07/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,039.13	59.37	4,098.50
07/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
07/21/2023	Paydown	43813GAC5	36,167.29	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,613.68	7.32	3,621.00
07/25/2023	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
07/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	802.50	802.50
07/25/2023	Paydown	05601XAC3	77,906.30	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,671.68	64.41	7,736.09
07/25/2023	Paydown	09690AAC7	26,994.58	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,854.51	6.36	3,860.87
07/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
07/31/2023	Interest	912828V80	750,000.00	US Treasury Note 2.25% Due 1/31/2024	0.00	8,437.50	8,437.50
07/31/2023	Interest	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.00	2,625.00	2,625.00
07/31/2023	Interest	912828Z52	750,000.00	US Treasury Note 1.375% Due 1/31/2025	0.00	5,156.25	5,156.25
JUL 2023					290,851.33	68,083.92	358,935.25
08/06/2023	Interest	857477BR3	90,000.00	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	0.00	785.70	785.70
08/06/2023	Interest	594918BX1	200,000.00	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	0.00	2,875.00	2,875.00
08/09/2023	Interest	69371RR40	80,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	0.00	200.00	200.00
08/14/2023	Interest	3133ENPG9	415,000.00	FFCB Note 1.75% Due 2/14/2025	0.00	3,631.25	3,631.25
08/15/2023	Interest	912828B66	750,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	10,312.50	10,312.50
08/15/2023	Interest	91282CCT6	400,000.00	US Treasury Note 0.375% Due 8/15/2024	0.00	750.00	750.00
08/15/2023	Interest	438516CJ3	400,000.00	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 2/15/2028	0.00	9,900.00	9,900.00
08/15/2023	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2023	Paydown	89236XAC0	17,068.93	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	878.30	4.46	882.76
08/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
08/15/2023	Paydown	58769KAD6	61,068.57	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,632.52	15.27	7,647.79
08/15/2023	Paydown	89232HAC9	703.23	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	69.24	0.77	70.01
08/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
08/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
08/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
08/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,080.60	34.82	3,115.42
08/15/2023	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
08/15/2023	Paydown	47788UAC6	36,305.07	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,131.43	9.61	2,141.04
08/15/2023	Paydown	47789QAC4	64,219.85	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,916.81	25.30	2,942.11
08/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
08/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
08/16/2023	Maturity	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	200,000.00	2,200.00	202,200.00
08/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
08/16/2023	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/18/2023	Paydown	43813KAC6	23,072.63	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,844.85	4.74	3,849.59
08/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
08/20/2023	Paydown	92290BAA9	23,543.03	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,117.58	8.35	1,125.93
08/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,040.07	56.41	4,096.48
08/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
08/21/2023	Paydown	43813GAC5	36,167.29	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,614.55	6.51	3,621.06
08/23/2023	Interest	037833BY5	400,000.00	Apple Inc Callable Note Cont 11/23/2025 3.25% Due 2/23/2026	0.00	6,500.00	6,500.00
08/24/2023	Maturity	3137EAEV7	300,000.00	FHLMC Note 0.25% Due 8/24/2023	300,000.00	375.00	300,375.00
08/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
08/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
08/25/2023	Paydown	05601XAC3	77,906.30	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,705.30	57.38	7,762.68
08/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	802.50	802.50
08/25/2023	Paydown	09690AAC7	26,994.58	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,855.44	5.30	3,860.74
08/25/2023	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
08/31/2023	Interest	9128284Z0	750,000.00	US Treasury Note 2.75% Due 8/31/2025	0.00	10,312.50	10,312.50
AUG 2023					540,886.69	56,462.39	597,349.08
09/01/2023	Interest	46647PAH9	500,000.00	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	0.00	8,050.00	8,050.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/07/2023	Interest	24422EWB1	130,000.00	John Deere Capital Corp Note 2.125% Due 3/7/2025	0.00	1,381.25	1,381.25
09/08/2023	Interest	3130AT3H8	700,000.00	FHLB Note 3.375% Due 3/8/2024	0.00	11,812.50	11,812.50
09/08/2023	Maturity	3137EAEW5	300,000.00	FHLMC Note 0.25% Due 9/8/2023	300,000.00	375.00	300,375.00
09/09/2023	Interest	931142EW9	80,000.00	Wal-Mart Stores Note 3.9% Due 9/9/2025	0.00	1,560.00	1,560.00
09/09/2023	Interest	931142EX7	225,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.00	4,443.75	4,443.75
09/09/2023	Interest	57636QAW4	290,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	7,068.75	7,068.75
09/10/2023	Interest	3130ATS57	700,000.00	FHLB Note 4.5% Due 3/10/2028	0.00	15,750.00	15,750.00
09/11/2023	Interest	89114QCB2	500,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	8,125.00	8,125.00
09/12/2023	Maturity	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	350,000.00	5,031.25	355,031.25
09/15/2023	Interest	437076CR1	110,000.00	Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025	0.00	2,200.00	2,200.00
09/15/2023	Paydown	47789QAC4	64,219.85	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,917.07	24.04	2,941.11
09/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
09/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
09/15/2023	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
09/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
09/15/2023	Paydown	47788UAC6	36,305.07	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,132.13	8.97	2,141.10
09/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2023	Paydown	89232HAC9	703.23	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	66.24	0.67	66.91
09/15/2023	Paydown	89236XAC0	17,068.93	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	875.16	4.21	879.37
09/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
09/15/2023	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
09/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
09/15/2023	Paydown	58769KAD6	61,068.57	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,633.23	12.72	7,645.95
09/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,082.43	32.99	3,115.42
09/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
09/16/2023	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
09/17/2023	Interest	931142ER0	40,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	210.00	210.00
09/18/2023	Interest	808513BN4	245,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	918.75	918.75
09/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
09/18/2023	Paydown	43813KAC6	23,072.63	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,846.03	3.56	3,849.59
09/19/2023	Interest	459058GQ0	225,000.00	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	0.00	2,812.50	2,812.50
09/20/2023	Paydown	92290BAA9	23,543.03	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,118.02	7.91	1,125.93
09/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,041.01	53.45	4,094.46
09/21/2023	Paydown	43813GAC5	36,167.29	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,615.42	5.70	3,621.12

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
09/23/2023	Interest	4581X0DZ8	260,000.00	Inter-American Dev Bank Note 0.5% Due 9/23/2024	0.00	650.00	650.00
09/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	802.50	802.50
09/25/2023	Paydown	09690AAC7	26,994.58	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,856.37	4.24	3,860.61
09/25/2023	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
09/25/2023	Paydown	05601XAC3	77,906.30	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,739.07	50.32	7,789.39
09/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
09/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
09/30/2023	Interest	91282CFM8	570,000.00	US Treasury Note 4.125% Due 9/30/2027	0.00	11,756.25	11,756.25
09/30/2023	Interest	912828ZF0	350,000.00	US Treasury Note 0.5% Due 3/31/2025	0.00	875.00	875.00
09/30/2023	Interest	91282CEF4	750,000.00	US Treasury Note 2.5% Due 3/31/2027	0.00	9,375.00	9,375.00
09/30/2023	Interest	9128286L9	750,000.00	US Treasury Note 2.25% Due 3/31/2026	0.00	8,437.50	8,437.50
09/30/2023	Interest	912828W71	750,000.00	US Treasury Note 2.125% Due 3/31/2024	0.00	7,968.75	7,968.75
09/30/2023	Interest	912828YG9	300,000.00	US Treasury Note 1.625% Due 9/30/2026	0.00	2,437.50	2,437.50
09/30/2023	Maturity	912828T26	750,000.00	US Treasury Note 1.375% Due 9/30/2023	750,000.00	5,156.25	755,156.25
SEP 2023					1,440,922.18	124,995.30	1,565,917.48
10/15/2023	Interest	91282CBV2	500,000.00	US Treasury Note 0.375% Due 4/15/2024	0.00	937.50	937.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2023	Paydown	89232HAC9	703.23	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	63.22	0.58	63.80
10/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	7,911.71	258.50	8,170.21
10/15/2023	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
10/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
10/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
10/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,084.25	31.17	3,115.42
10/15/2023	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
10/15/2023	Paydown	47788UAC6	36,305.07	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,132.82	8.33	2,141.15
10/15/2023	Paydown	47789QAC4	64,219.85	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,917.35	22.77	2,940.12
10/15/2023	Paydown	58769KAD6	61,068.57	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,633.92	10.18	7,644.10
10/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
10/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
10/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,337.16	251.33	5,588.49
10/15/2023	Paydown	89236XAC0	17,068.93	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	872.00	3.95	875.95
10/16/2023	Interest	45950KCR9	160,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.00	1,100.00	1,100.00
10/16/2023	Maturity	3137EAEY1	225,000.00	FHLMC Note 0.125% Due 10/16/2023	225,000.00	140.63	225,140.63
10/16/2023	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
10/18/2023	Paydown	43813KAC6	23,072.63	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,847.22	2.37	3,849.59
10/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
10/20/2023	Paydown	92290BAA9	23,543.03	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,118.46	7.47	1,125.93
10/21/2023	Paydown	43813GAC5	36,167.29	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,616.30	4.88	3,621.18
10/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
10/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,041.96	50.48	4,092.44
10/25/2023	Interest	06406RBC0	280,000.00	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 4/25/2025	0.00	4,690.00	4,690.00
10/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
10/25/2023	Paydown	05601XAC3	77,906.30	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,773.00	43.22	7,816.22
10/25/2023	Paydown	09690AAC7	26,994.58	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,857.30	3.18	3,860.48
10/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
10/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	31,802.93	802.50	32,605.43
10/25/2023	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
OCT 2023					311,009.60	15,448.23	326,457.83
11/01/2023	Interest	78015K7C2	500,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	5,625.00	5,625.00
11/06/2023	Maturity	3137EAEZ8	335,000.00	FHLMC Note 0.25% Due 11/6/2023	335,000.00	418.75	335,418.75

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/07/2023	Interest	3135G06G3	350,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	875.00	875.00
11/08/2023	Interest	69371RR57	175,000.00	Paccar Financial Corp Note 0.9% Due 11/8/2024	0.00	787.50	787.50
11/10/2023	Interest	665859AW4	450,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	9,000.00	9,000.00
11/12/2023	Interest	023135BW5	130,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.00	292.50	292.50
11/15/2023	Interest	912828R36	250,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	2,031.25	2,031.25
11/15/2023	Interest	9128283F5	800,000.00	US Treasury Note 2.25% Due 11/15/2027	0.00	9,000.00	9,000.00
11/15/2023	Interest	912828U24	625,000.00	US Treasury Note 2% Due 11/15/2026	0.00	6,250.00	6,250.00
11/15/2023	Interest	912828WJ5	750,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	9,375.00	9,375.00
11/15/2023	Interest	912828X88	350,000.00	US Treasury Note 2.375% Due 5/15/2027	0.00	4,156.25	4,156.25
11/15/2023	Interest	91282CDH1	750,000.00	US Treasury Note 0.75% Due 11/15/2024	0.00	2,812.50	2,812.50
11/15/2023	Interest	91324PEB4	500,000.00	United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 5/15/2024	0.00	1,375.00	1,375.00
11/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,344.01	241.01	5,585.02
11/15/2023	Paydown	58769KAD6	61,068.57	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,634.62	7.64	7,642.26
11/15/2023	Paydown	89232HAC9	703.23	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	60.20	0.49	60.69
11/15/2023	Paydown	89236XAC0	17,068.93	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	868.80	3.70	872.50
11/15/2023	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	7,946.40	246.10	8,192.50
11/15/2023	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
11/15/2023	Paydown	47789QAC4	64,219.85	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,917.61	21.51	2,939.12
11/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
11/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,367.61	280.79	5,648.40
11/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
11/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,086.08	29.34	3,115.42
11/15/2023	Paydown	47788UAC6	36,305.07	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,133.51	7.69	2,141.20
11/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
11/16/2023	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
11/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
11/17/2023	Interest	14913R2L0	500,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.00	1,125.00	1,125.00
11/17/2023	Interest	58933YBH7	90,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	0.00	1,822.50	1,822.50
11/18/2023	Paydown	43813KAC6	23,072.63	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,848.40	1.19	3,849.59
11/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
11/20/2023	Paydown	92290BAA9	23,543.03	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,118.90	7.03	1,125.93
11/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,042.90	47.52	4,090.42

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
11/21/2023	Paydown	43813GAC5	36,167.29	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,617.17	4.07	3,621.24
11/24/2023	Maturity	459058JM6	165,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	165,000.00	206.25	165,206.25
11/25/2023	Paydown	05601XAC3	77,906.30	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,807.07	36.10	7,843.17
11/25/2023	Paydown	09690AAC7	26,994.58	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,858.23	2.12	3,860.35
11/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
11/25/2023	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
11/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
11/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	30,072.54	717.43	30,789.97
11/30/2023	Interest	91282CAZ4	750,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	1,406.25	1,406.25
11/30/2023	Interest	912828ZT0	365,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	456.25	456.25
NOV 2023					589,724.05	65,467.13	655,191.18
12/01/2023	Interest	023135CN4	395,000.00	Amazon.com Inc Note 4.6% Due 12/1/2025	0.00	9,085.00	9,085.00
12/06/2023	Call	594918BX1	200,000.00	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	200,000.00	1,916.67	201,916.67
12/08/2023	Maturity	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	350,000.00	5,906.25	355,906.25
12/14/2023	Interest	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	2,228.13	2,228.13
12/15/2023	Interest	63743HFE7	95,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	1,638.75	1,638.75

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2023	Interest	91282CCG4	400,000.00	US Treasury Note 0.25% Due 6/15/2024	0.00	500.00	500.00
12/15/2023	Paydown	89232HAC9	703.23	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	57.16	0.41	57.57
12/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	7,981.22	233.66	8,214.88
12/15/2023	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
12/15/2023	Paydown	89236XAC0	17,068.93	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	865.58	3.44	869.02
12/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,350.86	230.68	5,581.54
12/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
12/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
12/15/2023	Paydown	58769KAD6	61,068.57	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,635.32	5.09	7,640.41
12/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,087.90	27.52	3,115.42
12/15/2023	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
12/15/2023	Paydown	47788UAC6	36,305.07	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,134.21	7.05	2,141.26
12/15/2023	Paydown	47789QAC4	64,219.85	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,917.88	20.24	2,938.12
12/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
12/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,378.32	267.69	5,646.01
12/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
12/16/2023	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/18/2023	Interest	89236TJH9	300,000.00	Toyota Motor Credit Corp Note 0.5% Due 6/18/2024	0.00	750.00	750.00
12/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
12/20/2023	Paydown	92290BAA9	23,543.03	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,119.34	6.59	1,125.93
12/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,043.84	44.55	4,088.39
12/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
12/21/2023	Paydown	43813GAC5	36,167.29	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,618.04	3.26	3,621.30
12/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
12/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
12/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	28,338.81	636.98	28,975.79
12/25/2023	Paydown	05601XAC3	77,906.30	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,841.29	28.94	7,870.23
12/25/2023	Paydown	09690AAC7	26,994.58	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,859.17	1.06	3,860.23
12/25/2023	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
12/31/2023	Interest	91282CGC9	500,000.00	US Treasury Note 3.875% Due 12/31/2027	0.00	9,687.50	9,687.50
DEC 2023					634,228.94	40,027.86	674,256.80
01/06/2024	Interest	3133ENKS8	750,000.00	FFCB Note 1.125% Due 1/6/2025	0.00	4,218.76	4,218.76
01/15/2024	Interest	79466LAG9	35,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	109.38	109.38
01/15/2024	Paydown	89232HAC9	703.23	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	54.11	0.33	54.44

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2024	Paydown	89236XAC0	17,068.93	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	862.31	3.19	865.50
01/15/2024	Paydown	58769KAD6	61,068.57	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,636.02	2.55	7,638.57
01/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,016.21	221.15	8,237.36
01/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
01/15/2024	Paydown	47789QAC4	64,219.85	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,918.15	18.98	2,937.13
01/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
01/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,389.07	254.55	5,643.62
01/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,357.73	220.34	5,578.07
01/15/2024	Paydown	47788UAC6	36,305.07	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,134.90	6.41	2,141.31
01/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
01/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
01/15/2024	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,089.73	25.69	3,115.42
01/15/2024	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
01/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
01/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
01/17/2024	Interest	61747YET8	175,000.00	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	0.00	4,094.13	4,094.13
01/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/20/2024	Paydown	92290BAA9	23,543.03	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,119.77	6.16	1,125.93
01/21/2024	Paydown	43813GAC5	36,167.29	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,618.92	2.44	3,621.36
01/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
01/21/2024	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,044.78	41.59	4,086.37
01/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
01/25/2024	Paydown	05601XAC3	77,906.30	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,875.66	21.75	7,897.41
01/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
01/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
01/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	26,601.73	561.18	27,162.91
01/31/2024	Interest	912828Z52	750,000.00	US Treasury Note 1.375% Due 1/31/2025	0.00	5,156.25	5,156.25
01/31/2024	Interest	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.00	2,625.00	2,625.00
01/31/2024	Maturity	912828V80	750,000.00	US Treasury Note 2.25% Due 1/31/2024	750,000.00	8,437.50	758,437.50
JAN 2024					828,719.09	32,825.73	861,544.82
02/06/2024	Interest	857477BR3	90,000.00	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	0.00	785.70	785.70
02/09/2024	Interest	69371RR40	80,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	0.00	200.00	200.00
02/14/2024	Interest	3133ENPG9	415,000.00	FFCB Note 1.75% Due 2/14/2025	0.00	3,631.25	3,631.25
02/15/2024	Interest	91282CCT6	400,000.00	US Treasury Note 0.375% Due 8/15/2024	0.00	750.00	750.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2024	Interest	438516CJ3	400,000.00	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 2/15/2028	0.00	9,900.00	9,900.00
02/15/2024	Maturity	912828B66	750,000.00	US Treasury Note 2.75% Due 2/15/2024	750,000.00	10,312.50	760,312.50
02/15/2024	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
02/15/2024	Paydown	47788UAC6	36,305.07	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,135.59	5.77	2,141.36
02/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
02/15/2024	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,091.56	23.86	3,115.42
02/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,364.60	209.98	5,574.58
02/15/2024	Paydown	47789QAC4	64,219.85	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,918.41	17.72	2,936.13
02/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
02/15/2024	Paydown	89232HAC9	703.23	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	51.04	0.26	51.30
02/15/2024	Paydown	89236XAC0	17,068.93	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	859.02	2.94	861.96
02/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,399.83	241.40	5,641.23
02/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,051.35	208.59	8,259.94
02/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
02/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
02/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
02/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/18/2024	Call	808513BN4	150,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	150,000.00	468.75	150,468.75
02/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
02/20/2024	Paydown	92290BAA9	23,543.03	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,120.21	5.72	1,125.93
02/21/2024	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,045.73	38.62	4,084.35
02/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
02/21/2024	Paydown	43813GAC5	36,167.29	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,619.79	1.63	3,621.42
02/23/2024	Interest	037833BY5	400,000.00	Apple Inc Callable Note Cont 11/23/2025 3.25% Due 2/23/2026	0.00	6,500.00	6,500.00
02/25/2024	Paydown	05601XAC3	77,906.30	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,910.19	14.53	7,924.72
02/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
02/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
02/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
02/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	24,861.30	490.02	25,351.32
02/29/2024	Interest	9128284Z0	750,000.00	US Treasury Note 2.75% Due 8/31/2025	0.00	10,312.50	10,312.50
FEB 2024					969,428.62	50,920.14	1,020,348.76
03/01/2024	Call	46647PAH9	500,000.00	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	500,000.00	8,050.00	508,050.00
03/07/2024	Interest	24422EWB1	130,000.00	John Deere Capital Corp Note 2.125% Due 3/7/2025	0.00	1,381.25	1,381.25
03/08/2024	Maturity	3130AT3H8	700,000.00	FHLB Note 3.375% Due 3/8/2024	700,000.00	11,812.50	711,812.50

Cash Flow Report

As of May 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/09/2024	Interest	57636QAW4	290,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	7,068.75	7,068.75
03/09/2024	Interest	931142EW9	80,000.00	Wal-Mart Stores Note 3.9% Due 9/9/2025	0.00	1,560.00	1,560.00
03/09/2024	Interest	931142EX7	225,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.00	4,443.75	4,443.75
03/10/2024	Interest	3130ATS57	700,000.00	FHLB Note 4.5% Due 3/10/2028	0.00	15,750.00	15,750.00
03/11/2024	Maturity	89114QCB2	500,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	500,000.00	8,125.00	508,125.00
03/15/2024	Interest	437076CR1	110,000.00	Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025	0.00	2,200.00	2,200.00
03/15/2024	Paydown	89232HAC9	703.23	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	47.96	0.19	48.15
03/15/2024	Paydown	89236XAC0	17,068.93	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	855.69	2.69	858.38
03/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,086.64	195.98	8,282.62
03/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
03/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	5,496.86	420.75	5,917.61
03/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
03/15/2024	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,093.39	22.03	3,115.42
03/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,371.49	199.61	5,571.10
03/15/2024	Paydown	47789QAC4	64,219.85	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,918.68	16.45	2,935.13
03/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
03/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,410.62	228.21	5,638.83

Cash Flow Report

As of May 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/15/2024	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
03/15/2024	Paydown	47788UAC6	36,305.07	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,136.29	5.13	2,141.42
03/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
03/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
03/17/2024	Interest	931142ER0	40,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	210.00	210.00
03/18/2024	Maturity	808513BN4	95,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	95,000.00	356.25	95,356.25
03/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	5,514.30	326.38	5,840.68
03/19/2024	Maturity	459058GQ0	225,000.00	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	225,000.00	2,812.50	227,812.50
03/20/2024	Paydown	92290BAA9	23,543.03	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,120.65	5.28	1,125.93
03/21/2024	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,046.67	35.66	4,082.33
03/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
03/21/2024	Paydown	43813GAC5	36,167.29	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,620.67	0.81	3,621.48
03/23/2024	Interest	4581X0DZ8	260,000.00	Inter-American Dev Bank Note 0.5% Due 9/23/2024	0.00	650.00	650.00
03/25/2024	Paydown	05601XAC3	77,906.30	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,944.86	7.28	7,952.14
03/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	23,117.51	423.51	23,541.02
03/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
03/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00

Cash Flow Report

As of May 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
03/31/2024	Interest	9128286L9	750,000.00	US Treasury Note 2.25% Due 3/31/2026	0.00	8,437.50	8,437.50
03/31/2024	Interest	912828YG9	300,000.00	US Treasury Note 1.625% Due 9/30/2026	0.00	2,437.50	2,437.50
03/31/2024	Interest	912828ZF0	350,000.00	US Treasury Note 0.5% Due 3/31/2025	0.00	875.00	875.00
03/31/2024	Interest	91282CEF4	750,000.00	US Treasury Note 2.5% Due 3/31/2027	0.00	9,375.00	9,375.00
03/31/2024	Interest	91282CFM8	570,000.00	US Treasury Note 4.125% Due 9/30/2027	0.00	11,756.25	11,756.25
03/31/2024	Maturity	912828W71	750,000.00	US Treasury Note 2.125% Due 3/31/2024	750,000.00	7,968.75	757,968.75
MAR 2024					2,848,782.28	113,211.23	2,961,993.51
04/15/2024	Maturity	91282CBV2	500,000.00	US Treasury Note 0.375% Due 4/15/2024	500,000.00	937.50	500,937.50
04/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
04/15/2024	Paydown	47789QAC4	64,219.85	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,918.95	15.19	2,934.14
04/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
04/15/2024	Paydown	89232HAC9	703.23	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	44.87	0.12	44.99
04/15/2024	Paydown	89236XAC0	17,068.93	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	852.32	2.44	854.76
04/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,421.43	215.00	5,636.43
04/15/2024	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
04/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,122.09	183.31	8,305.40

Cash Flow Report

As of May 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2024	Paydown	47788UAC6	36,305.07	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,136.98	4.49	2,141.47
04/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	5,507.84	403.62	5,911.46
04/15/2024	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,095.22	20.20	3,115.42
04/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,378.38	189.22	5,567.60
04/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
04/16/2024	Interest	45950KCR9	160,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.00	1,100.00	1,100.00
04/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	4,865.51	273.00	5,138.51
04/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
04/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	5,515.64	309.23	5,824.87
04/20/2024	Paydown	92290BAA9	23,543.03	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,121.09	4.84	1,125.93
04/21/2024	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,047.61	32.69	4,080.30
04/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
04/25/2024	Interest	06406RBC0	280,000.00	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 4/25/2025	0.00	4,690.00	4,690.00
04/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
04/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
04/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	21,370.35	361.67	21,732.02

Cash Flow Report

As of May 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
APR 2024					570,398.28	14,520.79	584,919.07
05/01/2024	Interest	78015K7C2	500,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	5,625.00	5,625.00
05/07/2024	Interest	3135G06G3	350,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	875.00	875.00
05/08/2024	Interest	69371RR57	175,000.00	Paccar Financial Corp Note 0.9% Due 11/8/2024	0.00	787.50	787.50
05/10/2024	Interest	665859AW4	450,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	9,000.00	9,000.00
05/12/2024	Maturity	023135BW5	130,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	130,000.00	292.50	130,292.50
05/15/2024	Interest	912828U24	625,000.00	US Treasury Note 2% Due 11/15/2026	0.00	6,250.00	6,250.00
05/15/2024	Interest	9128283F5	800,000.00	US Treasury Note 2.25% Due 11/15/2027	0.00	9,000.00	9,000.00
05/15/2024	Interest	912828X88	350,000.00	US Treasury Note 2.375% Due 5/15/2027	0.00	4,156.25	4,156.25
05/15/2024	Interest	912828R36	250,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	2,031.25	2,031.25
05/15/2024	Interest	91282CDH1	750,000.00	US Treasury Note 0.75% Due 11/15/2024	0.00	2,812.50	2,812.50
05/15/2024	Maturity	91324PEB4	500,000.00	United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 5/15/2024	500,000.00	1,375.00	501,375.00
05/15/2024	Maturity	912828WJ5	750,000.00	US Treasury Note 2.5% Due 5/15/2024	750,000.00	9,375.00	759,375.00
05/15/2024	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
05/15/2024	Paydown	47788UAC6	36,305.07	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,137.67	3.85	2,141.52

Cash Flow Report

As of May 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,385.28	178.83	5,564.11
05/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	5,518.84	386.45	5,905.29
05/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
05/15/2024	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,097.05	18.37	3,115.42
05/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,157.68	170.59	8,328.27
05/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
05/15/2024	Paydown	47789QAC4	64,219.85	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,919.22	13.92	2,933.14
05/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
05/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,432.26	201.76	5,634.02
05/15/2024	Paydown	89232HAC9	703.23	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	41.77	0.06	41.83
05/15/2024	Paydown	89236XAC0	17,068.93	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	848.93	2.19	851.12
05/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
05/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	4,881.07	258.24	5,139.31
05/17/2024	Interest	58933YBH7	90,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	0.00	1,822.50	1,822.50
05/17/2024	Maturity	14913R2L0	500,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	500,000.00	1,125.00	501,125.00
05/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	5,516.97	292.09	5,809.06
05/20/2024	Paydown	92290BAA9	23,543.03	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,121.53	4.40	1,125.93

Cash Flow Report

As of May 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
05/21/2024	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,048.56	29.72	4,078.28
05/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
05/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	19,619.82	304.51	19,924.33
05/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
05/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
MAY 2024					1,948,726.65	62,170.75	2,010,897.40
TOTAL					12,314,493.75	688,564.05	13,003,057.80



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Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



CITY of GARDENA

Report No. P-2023-10

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

1. Request City Council approval to revise the City's Classification and Compensation Plan to add the new classification of Assistant Transit Operations Manager to Schedule 124 (\$8,031 - \$10,251/month). This position will be located in the GTrans Department. Job Description attached. *Attachment 1*
2. Request City Council approval to revise the City's Classification and Compensation Plan to add the new classification of Assistant Director of Transportation to Schedule 141 (\$12,222 - \$15,599/month). This position will be located in the GTrans Department. Job Description attached. *Attachment 2*
3. Report the Appointment of the following individuals:
 - a. **SARA RAO**, to the position of Payroll/Personnel Technician, Schedule 43 (\$4,644 - \$5,927/month) with the Administrative Services Department, effective May 30, 2023.
 - b. **TODD MATSUOKA**, to the position of General Building Inspector, Schedule 51 (\$5,658 - \$7,222/month) with the Community Development Department, effective June 5, 2023.
 - c. **ANTONIETA PRADO**, to the position of Senior Account Clerk, Schedule 38 (\$4,104 - \$5,237/month) with the Administrative Services Department, effective June 6, 2023.
 - d. **GIANCARLO MEDA-PALOMO** to the position of Help Desk Technician, Schedule 35 (\$3,811 - \$4,865/month), with the Administrative Services Department, effective June 20, 2023.
4. Report the Promotion of **ERICKA YAMASHIRO-MARQUEZ** to the position of Nutrition Services Coordinator, Schedule 37 (\$4,004 - \$5,110/month), with the Recreation and Human Services Department, effective June 11, 2023.
5. Report the Separation of **THESUS PHELON**, Bus Operator, with the GTrans Department, effective May 31, 2023. Ms. Phelon provided 2.0 years of full-time service to the City.
6. Report the leave under the Family Medical Leave Act/California Family Rights Act (FMLA/CFRA) of **KEVIN DOMINGUEZ**, Street Sweeper Operator, of the Public Works Department, effective June 1, 2023.
7. Report the Recruitment for the Closed/Promotional position of Office Specialist (Recreation and Human Services Department). This recruitment is scheduled to close July 7, 2023.
8. Report the Recruitment for the Closed/Promotional position of Recreation and Human Services Manager (Recreation and Human Services Department). This recruitment is scheduled to close July 7, 2023.

9. Report the Recruitment for the Open/Competitive position of Certified Nursing Assistant (Recreation and Human Services Department). This recruitment is scheduled to close June 29, 2023.
10. Report the Recruitment for the Open/Competitive position of Code Enforcement Supervisor (Community Development Department). This recruitment is open until filled.
11. Report the Recruitment for the Open/Competitive position of Geriatric Aide (Recreation and Human Services Department). This recruitment is open until filled.
12. Report the Recruitment for the Open/Competitive position of Police Officer/Lateral (Police Department). This is a continuous recruitment.
13. Report the Recruitment for the Open/Competitive position of Police Trainee (Police Department). This is a continuous recruitment.
14. Report the Recruitment for the Open/Competitive position of Recreation Leader I/II (Recreation and Human Services Department). This is a continuous recruitment.
15. Report the Recruitment for the Open/Competitive position of Relief Bus Operator Trainee (Transportation Department). This is a continuous recruitment.
16. Report the Recruitment for the Open/Competitive position of Transit Mechanic (Transportation Department). This recruitment is open until filled.
17. Report the Recruitment for the Open/Competitive position of Equipment Mechanic (Public Works Department). This recruitment is scheduled to close July 5, 2023.
18. Report the Recruitment for the Open/Competitive position of Lead Mechanic (Public Works Department). This recruitment is scheduled to close July 5, 2023.

ASSISTANT TRANSIT OPERATIONS MANAGER (AT-Will)

Job Summary

Under the direction of the Transit Operations Manager, the Assistant Transit Operations Manager is responsible for aiding in the planning, directing, and managing of the daily operations of fixed-route and demand response transit operations. Assists the Transit Operations Manager with developing, monitoring, and evaluating systems, policies, and procedures to ensure the highest quality of transportation services are provided to GTrans customers. Supervises, assigns, reviews, and evaluates the work of assigned staff. While schedule may vary, a majority of the work will be performed in the evening/night.

Representative Duties

- Assists with planning, organizing, and directing the provision of daily service delivery to the residents and visitors of the City and surrounding service areas;
- Oversees staff responsible for monitoring on-street service effectiveness, communication/dispatch system, scheduling of operator work and measuring service delivery effectiveness and efficiency;
- Assists with developing and implementing administrative regulations, priorities, policies, and programs to ensure conformance with department's mission, goals, and objectives;
- Helps with implementing personnel policies and procedures, resolves personnel issues and problems; Assists with the administration, preparation and or writing of Standard Operating Procedures, and personnel related matters;
- Assigns work activities, monitors workflow, and evaluates the work of staff;
- Develops and presents new programs to divisions or management;
- Recommends, implements, and may issue employee discipline; Conducts one-on-one meetings with employees regarding counseling, discipline, and re-training;
- Aids in reviewing data and reports submitted by staff which include, but are not limited to field observations, CHP logs, driver performance, disciplinary actions, and other related topics. And ensures they are submitted in a timely manner;
- Investigates complaints and effectively recommends retraining and discipline if applicable; Assists with responding to inquiries and escalated complaints;
- Assists with developing, monitoring and adjusting performance goals, objectives, and measures to ensure compliance with regulatory requirements, improve quality of on-street operations, and make training and development more effective within the organization;
- Applies and explains Memoranda of Understandings (MOUs) and department policies and procedures.
- Monitors compliance with applicable Federal, State, and local laws and regulations governing public transit systems;
- Participates and assists in employer/employee labor relations and negotiations processes.
- May have access to confidential employee and financial records;
- Ensures operator scheduling is in compliance with applicable operational provisions, rules, and regulations;
- Monitors issues and trends to identify strategies to meet emerging needs;
- Assists in performing operating performance analysis to develop and recommend appropriate levels of staffing and resolve operational problems and/or make changes in operational priorities;
- Aids in making recommendations concerning the establishment and/or expansion of bus services and assists in developing specifications for new equipment and facilities;

- Collaborates with the Transit Training and Safety Supervisor in the evaluation and the development of training standards for Bus Operators; may be asked to perform, lead, or assist in the training division;
- Collaborates with City staff and departments in the analysis and revision of City ordinances and regulations related to transit services;
- Keeps abreast of new trends and innovations in the transit field;
- Interacts with other transit agencies, governmental agencies, community organizations and the public regarding transit service matters;
- Makes presentations to internal departments, outside agencies, and community groups, as assigned.
- Maintains and prepares a variety of verbal and written reports;
- Promotes and supports a positive and supportive labor relations atmosphere;
- May drive a bus in revenue or non-revenue service as directed by management;
- May be called upon to testify on behalf of the organization at legal proceedings, grievances, appeals, etc.
- May be required to attend trainings (may include traveling);
- Performs other related duties as assigned.

Organizational Responsibilities

The Assistant Transit Operations Manager reports to the Transit Operations Manager or designee and exercises supervision over Transportation Route Supervisors and at the direction of the Director of Transportation may supervise other staff in the Operations Division. The Assistant Transit Operations Manager may be responsible for performing other related duties in the absence of Transit Operations Manager.

QUALIFICATIONS GUIDE

Education and Experience

Graduation from an accredited college or university with a Bachelor's degree in Business Administration, Public Administration, Transportation Management, or a closely related field is preferred but not required. Three (3) years of progressively responsible experience in transit operations, including supervisory and management experience. Additional recent, paid, related experience may substitute for the education requirement on a year for year basis. (One year of the additional required work experience is equal to successful completion of 30 semester or 45 quarter units). Any combination of education and/or experience that demonstrates the skill level required to perform the duties of the position may qualify.

Proficiency in Microsoft Word and Excel.

Knowledge, Skills, and Abilities

Knowledge of:

Principles, practices and methods of public administration and public transportation services; Principles, practices, and procedures of bus operations, extraboard management and service scheduling; Strategic planning principles and techniques; Policy and procedural development and analysis; Process improvement principles and techniques; Advanced principles and methods of research, analysis, and reporting; Federal, State, and local laws, rules and regulations governing public transit systems; Principles, practices, and techniques of conflict management; Effective supervisory and management techniques; Principles and practices of employee relations; Principles of leadership and personnel management; Principles, practices and techniques of supervision and training; Effective customer service techniques; Scheduling software, computer aided dispatch software, bus surveillance systems, customer complaint software, and real time information software experience is preferred.

Skills in:

Operational analysis; Leadership, management, and supervision; Excellent written and verbal communication; Using a personal computer and applicable software applications; Organization and effective prioritization.

Ability to:

Coordinate the activities of a division; Supervise, motivate, train, and evaluate staff; Assist in developing, implementing, and evaluating policies and procedures; Aid in developing and implementing innovative programs and projects; Interpret, apply, and communicate municipal and department policies, and Federal, State, and local laws, rules, and regulations; Prepare clear, concise, and comprehensive reports; Analyze problems, identify consequences, and develop sound solutions; Communicate effectively, both orally and in writing; Provide support in negotiating agreements and/or reach consensus; Make oral presentations; Establish and maintain effective and cooperative working relationships with a wide variety of individuals, City staff, outside agencies, and the general public; Provide effective customer service; Quickly master scheduling software, computer aided dispatch software, bus surveillance systems, customer complaint software, real time information software, and other systems; Understand importance of prioritizing effectively and managing multiple tasks in an environment with ever competing demands; Demonstrate and promote a “safety-first” work environment; Exercise diplomacy, tact, and good judgement in dealing with confidential records; Perform in a fast-paced environment; De-escalate difficult and sometimes hostile situations; Adhere to dress code that demonstrates professionalism and respect.

Physical Demands and Working Conditions

- Work is performed indoors, in a vehicle, and occasionally outdoors;
- Fast paced work environment;
- Frequent exposure to noise;
- Work will involve sitting, standing, walking, twisting (neck & waist) driving, listening, writing, grasping, holding, reaching, and occasionally bending (neck & waist), squatting, kneeling, stretching, and lifting up to 30 pounds;
- Will frequently use a computer keyboard, handheld radio, and telephone;
- This position requires dealing with a large number of employees and the public;
- Must be available for all shifts;
- May be required to work nights, weekends, special events and/or holidays;
- May be required to drive a bus in revenue or non-revenue service at times;
- May be required to respond to “after-hours” incidents as dictated by the operation.

License

Must have a valid Class A or B California Driver's License with Passenger and Airbrake Endorsement at time of application. A current (within the past 30 days) K4 printout is required upon submission of Employment Application.

Special Conditions

- Designated Management-level position;
- Must file a Statement of Economic Interest (Form 700) with the City Clerk’s Office;
- Subject to background checks and verifications;
- Must be able to pass a job-related medical exam that includes pre-employment drug and alcohol testing;
- Designated safety sensitive position as defined by the Federal Department of Transportation (DOT), Federal Transit Administration (FTA);
- Position requires random drug and alcohol testing as required by the DOT/FTA.

ASSITANT DIRECTOR OF TRANSPORTATION(At-Will)

Job Summary

Under the general direction of the Director of Transportation, this position assists the Director of Transportation in providing management oversight of the Transportation Department and assists in the overall operation and performance of the department. Manages and participates in the development and implementation of departmental goals, objectives, policies, procedures and priorities.

Representative Duties

The following duties are a list of typical duties of the various types of work that may be performed by this position. The duties included on this list are examples and the omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment to the class.

- Provides highly responsible and complex operational, administrative and financial management support to the Director of Transportation;
- Assumes responsibility for a full range of complex and sensitive administrative project;
- Conducts and oversees the design and development of complex studies, surveys and research, including the preparation of a variety of reports and policy documents and recommends appropriate courses of action and solutions to problems;
- Evaluates and recommends plans, policies and procedures to achieve goals and objectives;
- Oversees the development and implementation of strategic planning for transit operations including organizational structure, allocation of resources and delivery of services;
- Plans, directs, and manages the departments of Administration, Operations, and the Maintenance divisions;
- Develops and manages GTrans staff planning activities, responds and resolves personnel issues and problems, provides direction to division managers on personnel regulations, MOU administration including guidance on City/State/Federal laws, regulations and code;
- Provides strategic planning by developing and implementing short- and long-term financial planning, financial forecasting, projection and analysis. Develops a comprehensive multi-year capital improvement project (CIP) budget. Develops procurement policies and procedures for the Department. Ensures compliance of procurement processes and administers contracts;
- Assists with the administration, preparation and or writing of Standard Operating Procedures, RFP's, contract administration, applications for grants and subsidies, and personnel related matters;
- Evaluates and recommends plans, policies and procedures to achieve goals and objectives.
- Applies and explains Memoranda of Understanding (MOU's) and the Department's policies and procedures. Monitors, implements regulatory requirements for compliance with applicable federal, state and local laws and regulations;
- Responsible for compliance with all Federal, State and local laws, regulations and guidance.
- Participates and assists in labor negotiations processes;
- Directs and coordinates the full range of analysis and reporting activities including all revenue, financial analysis and financial performance monitoring. Oversees the development and administration of external and internal reporting, including but not limited to National Transit Database (NTD) reports, federal and state triennial reviews, Public Utilities Commission (PUC) reports, quarterly reporting and monthly management reports;

- Works cooperatively with City departments to identify and implement new technologies to improve division operations;
- Oversees and participates in the selection and management of consultants and contractors for activities and services to support the operational needs of the Department;
- Represents GTrans and the Director of Transportation at City Council, boards and commissions, professional groups, and community meetings, and on inter-departmental working groups, as needed. Collaborates with regional and county transit operators and agencies to ensure regional coordination of services, operations, fares, policies and procedures. Stays abreast of new trends and innovations in the transit field;
- Provides leadership in creating a work environment that encourages process improvement, performance management, communication, collaborative problem solving and accountability.
- Performs other related duties, as assigned;

Organizational Responsibilities

This position reports to the Director of Transportation and is responsible for the effective and efficient operation of the Transportation Department.

May assume the responsibilities of the Transportation Director in the Director's absence or as the Director's designee before the community, federal, state and local agencies and with other City departments; performs related work as required. This role must be willing to work various shifts as well as weekends and holidays as needed.

QUALIFICATIONS GUIDE

Education and Experience

Graduation from an accredited college or university with a Bachelor's degree in Accounting, Finance, Public or Business Administration, or a closely related field. A Master's degree is desirable.

Six years of recent, paid and progressively responsible operational and administrative work experience in the transportation field. Experience in Public finance operations is desirable. At least four years of the recent, paid work experience must have included supervisory and management responsibilities. A Master's degree in a related field may substitute for two years of the required work experience.

Knowledge, Abilities and Skills

Must have knowledge of: principles, practices and methods of public administration including goal setting, program development and implementation; principles and practices of customer service, service delivery and evaluation methods related to transit management; federal, state and local laws and regulations related to transit systems administration; principles, practices and techniques of capital and operating budget processes; effective metrics and/ or performance based management measurement techniques; contract negotiations and management; principles and practices of employee relations; principles of leadership and personnel management; advanced principles and methods of research, analysis and reporting; principles, practices and techniques of supervision and training.

Must have the ability to: plan, manage and coordinate the integrated work of a public transit organization; select, supervise, train and evaluate staff; delegate, coach, motivate and counsel staff; analyze complex situations, identify problems, develop strategic plans, implement solutions and evaluate outcomes; manage multiple programs and priorities; prepare, develop and administer complex budgets; maintain accurate records; exercise independent judgment and make sound decisions consistent with departmental goals and values; develop and implement innovative programs and methods to evaluate programs; communicate effectively, both orally and in writing; keep abreast of current developments and relevant legislation affecting transit operations; establish and maintain effective and cooperative working

relationships with a wide variety of individuals and community groups, City staff and the general public; provide effective customer service.

Must have skills in: operational analysis; relationship building and influencing others; leadership, management and supervision; effective written and verbal communication; using a personal computer and applicable software applications; contract negotiation and administration; making oral presentations.

License

Must have and maintain a valid Class C California Driver's License.

Special Conditions

Designated Management-level position;

Must file a Conflict of Interest Statement with the City Clerk;

Subject to background checks and verifications;

Must be able to pass a job-related medical exam that includes drug and alcohol testing.

**CITY OF GARDENA
CLASSIFICATION AND COMPENSATION PLAN
EFFECTIVE JUNE 27, 2023**

Add: Assistant Transit Operations Manager, Schedule 124; Add Assistant Director of Transportation, Schedule 141

**6 Clerical Aide I
6 Police Aide**

STEP	*4*	*5*	*6*
ANNUAL	29,952.00	31,452.00	33,024.00
MONTHLY	2,496.00	2,621.00	2,752.00
BI-WEEKLY	1,152.00	1,209.69	1,270.15
HOURLY	14.4000	15.1212	15.8769

**7 Peer Advocate Counselor II
7 Storeroom Aide**

STEP		*6*
ANNUAL		32,256.00
MONTHLY		2,688.00
BI-WEEKLY		1,240.62
HOURLY		15.5077

8 Community Aide I

STEP		*6*
ANNUAL		33,060.00
MONTHLY		2,755.00
BI-WEEKLY		1,271.54
HOURLY		15.8942

13

STEP		*5*	*6*
ANNUAL		32,316.00	33,936.00
MONTHLY		2,693.00	2,828.00
BI-WEEKLY		1,242.92	1,305.23
HOURLY		15.5365	16.3154

14 Pool Cashier

STEP		*5*	*6*
ANNUAL		33,120.00	34,776.00
MONTHLY		2,760.00	2,898.00
BI-WEEKLY		1,273.85	1,337.54
HOURLY		15.9231	16.7192

15

STEP		*4*	*5*	*6*
ANNUAL		32,328.00	33,948.00	35,640.00
MONTHLY		2,694.00	2,829.00	2,970.00
BI-WEEKLY		1,243.38	1,305.69	1,370.77
HOURLY		15.5423	16.3212	17.1346

	16				
STEP					
ANNUAL		*4*	*5*	*6*	
MONTHLY		33,144.00	34,800.00	36,540.00	
BI-WEEKLY		2,762.00	2,900.00	3,045.00	
HOURLY		1,274.77	1,338.46	1,405.38	
		15.9346	16.7308	17.5673	

	17 Clerk Typist				
STEP		*3*	*4*	*5*	*6*
ANNUAL		32,352.00	33,972.00	35,676.00	37,464.00
MONTHLY		2,696.00	2,831.00	2,973.00	3,122.00
BI-WEEKLY		1,244.31	1,306.62	1,372.15	1,440.92
HOURLY		15.5538	16.3327	17.1519	18.0115

	18				
STEP		*3*	*4*	*5*	*6*
ANNUAL		33,168.00	34,824.00	36,564.00	38,388.00
MONTHLY		2,764.00	2,902.00	3,047.00	3,199.00
BI-WEEKLY		1,275.69	1,339.38	1,406.31	1,476.46
HOURLY		15.9462	16.7423	17.5788	18.4558

	19					
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	30,828.00	32,364.00	33,984.00	35,688.00	37,476.00	39,348.00
MONTHLY	2,569.00	2,697.00	2,832.00	2,974.00	3,123.00	3,279.00
BI-WEEKLY	1,185.69	1,244.77	1,307.08	1,372.62	1,441.38	1,513.38
HOURLY	14.8212	15.5596	16.3385	17.1577	18.0173	18.9173

			20			
STEP		*2*	*3*	*4*	*5*	*6*
ANNUAL		33,180.00	34,836.00	36,576.00	38,400.00	40,320.00
MONTHLY		2,765.00	2,903.00	3,048.00	3,200.00	3,360.00
BI-WEEKLY		1,276.15	1,339.85	1,406.77	1,476.92	1,550.77
HOURLY		15.9519	16.7481	17.5846	18.4615	19.3846

21 Police Cadet						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	32,388.00	34,008.00	35,712.00	37,500.00	39,372.00	41,340.00
MONTHLY	2,699.00	2,834.00	2,976.00	3,125.00	3,281.00	3,445.00
BI-WEEKLY	1,245.69	1,308.00	1,373.54	1,442.31	1,514.31	1,590.00
HOURLY	15.5712	16.3500	17.1692	18.0288	18.9288	19.8750

	22 FCC Program Assistant I					
	22 Geriatric Aide					
	22 Human Services Aide					
	22 Lifeguard/Instructor					
	22 Recreation Leader I					
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	33,192.00	34,848.00	36,588.00	38,412.00	40,332.00	42,348.00
MONTHLY	2,766.00	2,904.00	3,049.00	3,201.00	3,361.00	3,529.00
BI-WEEKLY	1,276.62	1,340.31	1,407.23	1,477.38	1,551.23	1,628.77
HOURLY	15.9577	16.7538	17.5904	18.4673	19.3904	20.3596

23 Community Aide II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	34,020.00	35,724.00	37,512.00	39,384.00	41,352.00	43,416.00
MONTHLY	2,835.00	2,977.00	3,126.00	3,282.00	3,446.00	3,618.00
BI-WEEKLY	1,308.46	1,374.00	1,442.77	1,514.77	1,590.46	1,669.85
HOURLY	16.3558	17.1750	18.0346	18.9346	19.8808	20.8731

24

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	34,872.00	36,612.00	38,448.00	40,368.00	42,384.00	44,508.00
MONTHLY	2,906.00	3,051.00	3,204.00	3,364.00	3,532.00	3,709.00
BI-WEEKLY	1,341.23	1,408.15	1,478.77	1,552.62	1,630.15	1,711.85
HOURLY	16.7654	17.6019	18.4846	19.4077	20.3769	21.3981

25

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	35,748.00	37,536.00	39,408.00	41,376.00	43,440.00	45,612.00
MONTHLY	2,979.00	3,128.00	3,284.00	3,448.00	3,620.00	3,801.00
BI-WEEKLY	1,374.92	1,443.69	1,515.69	1,591.38	1,670.77	1,754.31
HOURLY	17.1865	18.0462	18.9462	19.8923	20.8846	21.9288

26 Pool Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	36,636.00	38,472.00	40,392.00	42,408.00	44,532.00	46,764.00
MONTHLY	3,053.00	3,206.00	3,366.00	3,534.00	3,711.00	3,897.00
BI-WEEKLY	1,409.08	1,479.69	1,553.54	1,631.08	1,712.77	1,798.62
HOURLY	17.6135	18.4962	19.4192	20.3885	21.4096	22.4827

27

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	37,548.00	39,420.00	41,388.00	43,452.00	45,624.00	47,904.00
MONTHLY	3,129.00	3,285.00	3,449.00	3,621.00	3,802.00	3,992.00
BI-WEEKLY	1,444.15	1,516.15	1,591.85	1,671.23	1,754.77	1,842.46
HOURLY	18.0519	18.9519	19.8981	20.8904	21.9346	23.0308

28 Certified Nursing Assistant**28 Meal Services Coordinator****28 Police Assistant****28 Recreation Leader II**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	38,484.00	40,404.00	42,420.00	44,544.00	46,776.00	49,116.00
MONTHLY	3,207.00	3,367.00	3,535.00	3,712.00	3,898.00	4,093.00
BI-WEEKLY	1,480.15	1,554.00	1,631.54	1,713.23	1,799.08	1,889.08
HOURLY	18.5019	19.4250	20.3942	21.4154	22.4885	23.6135

29 Account Clerk**29 Customer Service Clerk I****29 Printing & Technology Intern****29 Recreation Therapist**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	39,444.00	41,412.00	43,488.00	45,660.00	47,940.00	50,340.00
MONTHLY	3,287.00	3,451.00	3,624.00	3,805.00	3,995.00	4,195.00
BI-WEEKLY	1,517.08	1,592.77	1,672.62	1,756.15	1,843.85	1,936.15
HOURLY	18.9635	19.9096	20.9077	21.9519	23.0481	24.2019

30 Custodian I
30 FCC Education Assistant II
30 FCC Program Assistant II
30 Office Specialist

	1	*2*	*3*	*4*	*5*	*6*
ANNUAL	40,428.00	42,444.00	44,568.00	46,800.00	49,140.00	51,600.00
MONTHLY	3,369.00	3,537.00	3,714.00	3,900.00	4,095.00	4,300.00
BI-WEEKLY	1,554.92	1,632.46	1,714.15	1,800.00	1,890.00	1,984.62
HOURLY	19.4365	20.4058	21.4269	22.5000	23.6250	24.8077

31 Paratransit Driver

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	41,436.00	43,512.00	45,684.00	47,964.00	50,364.00	52,884.00
MONTHLY	3,453.00	3,626.00	3,807.00	3,997.00	4,197.00	4,407.00
BI-WEEKLY	1,593.69	1,673.54	1,757.08	1,844.77	1,937.08	2,034.00
HOURLY	19.9212	20.9192	21.9635	23.0596	24.2135	25.4250

32 Home Improvement Maintenance Helper
32 Right-of-Way Maintenance Worker

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	42,468.00	44,592.00	46,824.00	49,164.00	51,624.00	54,204.00
MONTHLY	3,539.00	3,716.00	3,902.00	4,097.00	4,302.00	4,517.00
BI-WEEKLY	1,633.38	1,715.08	1,800.92	1,890.92	1,985.54	2,084.77
HOURLY	20.4173	21.4385	22.5115	23.6365	24.8192	26.0596

33 Customer Service Clerk II
33 Equipment Utility Worker I
33 Public Safety Officer
33 Relief Bus Operator Trainee

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	43,524.00	45,696.00	47,976.00	50,376.00	52,896.00	55,536.00
MONTHLY	3,627.00	3,808.00	3,998.00	4,198.00	4,408.00	4,628.00
BI-WEEKLY	1,674.00	1,757.54	1,845.23	1,937.54	2,034.46	2,136.00
HOURLY	20.9250	21.9692	23.0654	24.2192	25.4308	26.7000

34 Custodian II
34 Graffiti Technician
34 Paratransit Dispatcher
34 Park Maintenance Worker I

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	44,616.00	46,848.00	49,188.00	51,648.00	54,228.00	56,940.00
MONTHLY	3,718.00	3,904.00	4,099.00	4,304.00	4,519.00	4,745.00
BI-WEEKLY	1,716.00	1,801.85	1,891.85	1,986.46	2,085.69	2,190.00
HOURLY	21.4500	22.5231	23.6481	24.8308	26.0712	27.3750

35 Community Aide III
35 Help Desk Technician
35 Street Maintenance Worker

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	45,732.00	48,024.00	50,424.00	52,944.00	55,596.00	58,380.00
MONTHLY	3,811.00	4,002.00	4,202.00	4,412.00	4,633.00	4,865.00
BI-WEEKLY	1,758.92	1,847.08	1,939.38	2,036.31	2,138.31	2,245.38
HOURLY	21.9865	23.0885	24.2423	25.4538	26.7288	28.0673

36 Intermediate Clerk Typist						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	46,872.00	49,212.00	51,672.00	54,252.00	56,964.00	59,808.00
MONTHLY	3,906.00	4,101.00	4,306.00	4,521.00	4,747.00	4,984.00
BI-WEEKLY	1,802.77	1,892.77	1,987.38	2,086.62	2,190.92	2,300.31
HOURLY	22.5346	23.6596	24.8423	26.0827	27.3865	28.7538

37 Nutrition Services Coordinator

37 Relief Bus Operator						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	48,048.00	50,448.00	52,968.00	55,620.00	58,404.00	61,320.00
MONTHLY	4,004.00	4,204.00	4,414.00	4,635.00	4,867.00	5,110.00
BI-WEEKLY	1,848.00	1,940.31	2,037.23	2,139.23	2,246.31	2,358.46
HOURLY	23.1000	24.2538	25.4654	26.7404	28.0788	29.4808

38 Activity Coordinator

38 Equipment Utility Worker II

38 Homeless Coordinator

38 Police Records Technician I

38 Police Service Technician

38 Purchasing Clerk

38 Senior Account Clerk

38 Senior Clerk Typist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	49,248.00	51,708.00	54,288.00	57,000.00	59,856.00	62,844.00
MONTHLY	4,104.00	4,309.00	4,524.00	4,750.00	4,988.00	5,237.00
BI-WEEKLY	1,894.15	1,988.77	2,088.00	2,192.31	2,302.15	2,417.08
HOURLY	23.6769	24.8596	26.1000	27.4038	28.7769	30.2135

39 Apprentice Mechanic

39 Home Improvement Lead Person

39 Park Maintenance Worker II

39 Records Management Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	50,484.00	53,004.00	55,656.00	58,440.00	61,368.00	64,440.00
MONTHLY	4,207.00	4,417.00	4,638.00	4,870.00	5,114.00	5,370.00
BI-WEEKLY	1,941.69	2,038.62	2,140.62	2,247.69	2,360.31	2,478.46
HOURLY	24.2712	25.4827	26.7577	28.0962	29.5038	30.9808

40 Engineering Aide

40 FCC Education Assistant III

40 FCC Program Assistant III

40 Public Works Coordinator

40 Sr. Transit Utility Specialist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	51,744.00	54,336.00	57,048.00	59,904.00	62,904.00	66,048.00
MONTHLY	4,312.00	4,528.00	4,754.00	4,992.00	5,242.00	5,504.00
BI-WEEKLY	1,990.15	2,089.85	2,194.15	2,304.00	2,419.38	2,540.31
HOURLY	24.8769	26.1231	27.4269	28.8000	30.2423	31.7538

41 Deputy City Clerk I
41 Permit/Licensing Technician I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	53,040.00	55,692.00	58,476.00	61,404.00	64,476.00	67,704.00
MONTHLY	4,420.00	4,641.00	4,873.00	5,117.00	5,373.00	5,642.00
BI-WEEKLY	2,040.00	2,142.00	2,249.08	2,361.69	2,479.85	2,604.00
HOURLY	25.5000	26.7750	28.1135	29.5212	30.9981	32.5500

42 Community Center Coordinator
42 Community Services Officer
42 Human Services Coordinator
42 Police Records Technician II
42 Police Service Officer
42 Recreation Coordinator
42 Secretary
42 Tree Trimmer I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	54,372.00	57,096.00	59,952.00	62,952.00	66,096.00	69,396.00
MONTHLY	4,531.00	4,758.00	4,996.00	5,246.00	5,508.00	5,783.00
BI-WEEKLY	2,091.23	2,196.00	2,305.85	2,421.23	2,542.15	2,669.08
HOURLY	26.1404	27.4500	28.8231	30.2654	31.7769	33.3635

43 Administrative Aide
43 Building Maintenance Worker
43 Cement Finisher
43 Human Resources / Department Coordinator
43 Payroll / Personnel Technician
43 Senior Citizens Social Services Coordinator
43 Transit Maintenance Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	55,728.00	58,512.00	61,440.00	64,512.00	67,740.00	71,124.00
MONTHLY	4,644.00	4,876.00	5,120.00	5,376.00	5,645.00	5,927.00
BI-WEEKLY	2,143.38	2,250.46	2,363.08	2,481.23	2,605.38	2,735.54
HOURLY	26.7923	28.1308	29.5385	31.0154	32.5673	34.1942

44 Administrative Secretary
44 Building Aide
44 Building/Planning Technician
44 Permit/Licensing Technician II
44 Sewer Maintenance Worker
44 Tree Trimmer II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	57,120.00	59,976.00	62,976.00	66,120.00	69,432.00	72,900.00
MONTHLY	4,760.00	4,998.00	5,248.00	5,510.00	5,786.00	6,075.00
BI-WEEKLY	2,196.92	2,306.77	2,422.15	2,543.08	2,670.46	2,803.85
HOURLY	27.4615	28.8346	30.2769	31.7885	33.3808	35.0481

45 Street Sweeper Operator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	58,548.00	61,476.00	64,548.00	67,776.00	71,160.00	74,724.00
MONTHLY	4,879.00	5,123.00	5,379.00	5,648.00	5,930.00	6,227.00
BI-WEEKLY	2,251.85	2,364.46	2,482.62	2,606.77	2,736.92	2,874.00
HOURLY	28.1481	29.5558	31.0327	32.5846	34.2115	35.9250

46 Heavy Equipment Operator**46 Street Traffic Painter**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	60,012.00	63,012.00	66,168.00	69,480.00	72,960.00	76,608.00
MONTHLY	5,001.00	5,251.00	5,514.00	5,790.00	6,080.00	6,384.00
BI-WEEKLY	2,308.15	2,423.54	2,544.92	2,672.31	2,806.15	2,946.46
HOURLY	28.8519	30.2942	31.8115	33.4038	35.0769	36.8308

47 Equipment Mechanic**47 Graphics Technician****47 Maintenance Painter****47 Senior Building Maintenance Worker****47 Transit Mechanic****47 Transit Parts/Storeroom Coordinator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	61,512.00	64,584.00	67,812.00	71,208.00	74,772.00	78,516.00
MONTHLY	5,126.00	5,382.00	5,651.00	5,934.00	6,231.00	6,543.00
BI-WEEKLY	2,365.85	2,484.00	2,608.15	2,738.77	2,875.85	3,019.85
HOURLY	29.5731	31.0500	32.6019	34.2346	35.9481	37.7481

48 Custodian-Lead**48 Financial Services Technician****48 Human Resources Technician****48 Junior Accountant**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	63,048.00	66,204.00	69,516.00	72,996.00	76,644.00	80,472.00
MONTHLY	5,254.00	5,517.00	5,793.00	6,083.00	6,387.00	6,706.00
BI-WEEKLY	2,424.92	2,546.31	2,673.69	2,807.54	2,947.85	3,095.08
HOURLY	30.3115	31.8288	33.4212	35.0942	36.8481	38.6885

49 Administrative Analyst I**49 Community Services Counselor****49 Program Coordinator****49 Recreation Supervisor**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	64,620.00	67,848.00	71,244.00	74,808.00	78,552.00	82,476.00
MONTHLY	5,385.00	5,654.00	5,937.00	6,234.00	6,546.00	6,873.00
BI-WEEKLY	2,485.38	2,609.54	2,740.15	2,877.23	3,021.23	3,172.15
HOURLY	31.0673	32.6192	34.2519	35.9654	37.7654	39.6519

50 Case Management Supervisor/Instructor**50 Transit Dispatcher/Operations Assistant**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	66,240.00	69,552.00	73,032.00	76,680.00	80,520.00	84,552.00
MONTHLY	5,520.00	5,796.00	6,086.00	6,390.00	6,710.00	7,046.00
BI-WEEKLY	2,547.69	2,675.08	2,808.92	2,949.23	3,096.92	3,252.00
HOURLY	31.8462	33.4385	35.1115	36.8654	38.7115	40.6500

51 Electrical/Signal Technician I
51 Emergency Preparedness Coordinator
51 Engineering Technician
51 Executive Assistant to Chief of Police
51 General Building Inspector
51 Information Technology Coordinator
51 Lead Equipment Mechanic
51 Lead Mechanic
51 Planning Assistant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	67,896.00	71,292.00	74,856.00	78,600.00	82,536.00	86,664.00
MONTHLY	5,658.00	5,941.00	6,238.00	6,550.00	6,878.00	7,222.00
BI-WEEKLY	2,611.38	2,742.00	2,879.08	3,023.08	3,174.46	3,333.23
HOURLY	32.6423	34.2750	35.9885	37.7885	39.6808	41.6654

52 Payroll Specialist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	69,588.00	73,068.00	76,716.00	80,556.00	84,588.00	88,812.00
MONTHLY	5,799.00	6,089.00	6,393.00	6,713.00	7,049.00	7,401.00
BI-WEEKLY	2,676.46	2,810.31	2,950.62	3,098.31	3,253.38	3,415.85
HOURLY	33.4558	35.1288	36.8827	38.7288	40.6673	42.6981

53 Code Enforcement Officer
53 FCC Education Coordinator
53 Park Maintenance Lead
53 Public Works Inspector
53 Public Works Lead

53 Transit Operations Training Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	71,328.00	74,892.00	78,636.00	82,572.00	86,700.00	91,032.00
MONTHLY	5,944.00	6,241.00	6,553.00	6,881.00	7,225.00	7,586.00
BI-WEEKLY	2,743.38	2,880.46	3,024.46	3,175.85	3,334.62	3,501.23
HOURLY	34.2923	36.0058	37.8058	39.6981	41.6827	43.7654

54 Administrative Analyst II
54 Building Maintenance Lead
54 Forensic Technician
54 Transit Marketing Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	73,116.00	76,776.00	80,616.00	84,648.00	88,884.00	93,324.00
MONTHLY	6,093.00	6,398.00	6,718.00	7,054.00	7,407.00	7,777.00
BI-WEEKLY	2,812.15	2,952.92	3,100.62	3,255.69	3,418.62	3,589.38
HOURLY	35.1519	36.9115	38.7577	40.6962	42.7327	44.8673

55 Electrical/Signal Technician II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	74,940.00	78,684.00	82,620.00	86,748.00	91,080.00	95,640.00
MONTHLY	6,245.00	6,557.00	6,885.00	7,229.00	7,590.00	7,970.00
BI-WEEKLY	2,882.31	3,026.31	3,177.69	3,336.46	3,503.08	3,678.46
HOURLY	36.0288	37.8288	39.7212	41.7058	43.7885	45.9808

56 Administrative Coordinator**56 Assistant Engineer****56 FCC Program Coordinator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	76,812.00	80,652.00	84,684.00	88,920.00	93,372.00	98,040.00
MONTHLY	6,401.00	6,721.00	7,057.00	7,410.00	7,781.00	8,170.00
BI-WEEKLY	2,954.31	3,102.00	3,257.08	3,420.00	3,591.23	3,770.77
HOURLY	36.9288	38.7750	40.7135	42.7500	44.8904	47.1346

57 Senior Accountant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	78,732.00	82,668.00	86,796.00	91,140.00	95,700.00	100,488.00
MONTHLY	6,561.00	6,889.00	7,233.00	7,595.00	7,975.00	8,374.00
BI-WEEKLY	3,028.15	3,179.54	3,338.31	3,505.38	3,680.77	3,864.92
HOURLY	37.8519	39.7442	41.7288	43.8173	46.0096	48.3115

58 Associate Planner**58 Code Enforcement Supervisor**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	80,700.00	84,732.00	88,968.00	93,420.00	98,088.00	102,996.00
MONTHLY	6,725.00	7,061.00	7,414.00	7,785.00	8,174.00	8,583.00
BI-WEEKLY	3,103.85	3,258.92	3,421.85	3,593.08	3,772.62	3,961.38
HOURLY	38.7981	40.7365	42.7731	44.9135	47.1577	49.5173

59 Administrative Support Services Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	82,716.00	86,856.00	91,200.00	95,760.00	100,548.00	105,576.00
MONTHLY	6,893.00	7,238.00	7,600.00	7,980.00	8,379.00	8,798.00
BI-WEEKLY	3,181.38	3,340.62	3,507.69	3,683.08	3,867.23	4,060.62
HOURLY	39.7673	41.7577	43.8462	46.0385	48.3404	50.7577

60

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	84,780.00	89,016.00	93,468.00	98,136.00	103,044.00	108,192.00
MONTHLY	7,065.00	7,418.00	7,789.00	8,178.00	8,587.00	9,016.00
BI-WEEKLY	3,260.77	3,423.69	3,594.92	3,774.46	3,963.23	4,161.23
HOURLY	40.7596	42.7962	44.9365	47.1808	49.5404	52.0154

61 Administrative Analyst III**61 Associate Engineer****61 Information Technology Systems Analyst - Transit****61 Transit Planning and Scheduling Analyst**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	86,904.00	91,248.00	95,808.00	100,596.00	105,624.00	110,904.00
MONTHLY	7,242.00	7,604.00	7,984.00	8,383.00	8,802.00	9,242.00
BI-WEEKLY	3,342.46	3,509.54	3,684.92	3,869.08	4,062.46	4,265.54
HOURLY	41.7808	43.8692	46.0615	48.3635	50.7808	53.3192

62 Information Technology Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	89,076.00	93,528.00	98,208.00	103,116.00	108,276.00	113,688.00
MONTHLY	7,423.00	7,794.00	8,184.00	8,593.00	9,023.00	9,474.00
BI-WEEKLY	3,426.00	3,597.23	3,777.23	3,966.00	4,164.46	4,372.62
HOURLY	42.8250	44.9654	47.2154	49.5750	52.0558	54.6577

63

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	91,308.00	95,868.00	100,656.00	105,684.00	110,964.00	116,508.00
MONTHLY	7,609.00	7,989.00	8,388.00	8,807.00	9,247.00	9,709.00
BI-WEEKLY	3,511.85	3,687.23	3,871.38	4,064.77	4,267.85	4,481.08
HOURLY	43.8981	46.0904	48.3923	50.8096	53.3481	56.0135

64

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	93,588.00	98,268.00	103,176.00	108,336.00	113,748.00	119,436.00
MONTHLY	7,799.00	8,189.00	8,598.00	9,028.00	9,479.00	9,953.00
BI-WEEKLY	3,599.54	3,779.54	3,968.31	4,166.77	4,374.92	4,593.69
HOURLY	44.9942	47.2442	49.6038	52.0846	54.6865	57.4212

65

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	95,928.00	100,728.00	105,768.00	111,060.00	116,616.00	122,448.00
MONTHLY	7,994.00	8,394.00	8,814.00	9,255.00	9,718.00	10,204.00
BI-WEEKLY	3,689.54	3,874.15	4,068.00	4,271.54	4,485.23	4,709.54
HOURLY	46.1192	48.4269	50.8500	53.3942	56.0654	58.8692

66 Civil Engineer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	98,328.00	103,248.00	108,408.00	113,832.00	119,520.00	125,496.00
MONTHLY	8,194.00	8,604.00	9,034.00	9,486.00	9,960.00	10,458.00
BI-WEEKLY	3,781.85	3,971.08	4,169.54	4,378.15	4,596.92	4,826.77
HOURLY	47.2731	49.6385	52.1192	54.7269	57.4615	60.3346

67

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	100,788.00	105,828.00	111,120.00	116,676.00	122,508.00	128,628.00
MONTHLY	8,399.00	8,819.00	9,260.00	9,723.00	10,209.00	10,719.00
BI-WEEKLY	3,876.46	4,070.31	4,273.85	4,487.54	4,711.85	4,947.23
HOURLY	48.4558	50.8788	53.4231	56.0942	58.8981	61.8404

90 Bus Operator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	54,948.00	57,696.00	60,576.00	63,600.00	66,780.00	70,116.00
MONTHLY	4,579.00	4,808.00	5,048.00	5,300.00	5,565.00	5,843.00
BI-WEEKLY	2,113.38	2,219.08	2,329.85	2,446.15	2,568.46	2,696.77
HOURLY	26.4173	27.7385	29.1231	30.5769	32.1058	33.7096

Specialty - 5%	228.95	240.40	252.40	265.00	278.25	292.15
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STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	58,800.00	61,740.00	64,824.00	68,064.00	71,472.00	75,048.00
MONTHLY	4,900.00	5,145.00	5,402.00	5,672.00	5,956.00	6,254.00
BI-WEEKLY	2,261.54	2,374.62	2,493.23	2,617.85	2,748.92	2,886.46
HOURLY	28.2692	29.6827	31.1654	32.7231	34.3615	36.0808
Lgy Bonus 20	122.50	128.63	135.05	141.80	148.90	156.35
Lgy Bonus 25	245.00	257.25	270.10	283.60	297.80	312.70
Lgy Bonus 30	367.50	385.88	405.15	425.40	446.70	469.05

105

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	60,276.00	63,288.00	66,456.00	69,780.00	73,272.00	76,932.00
MONTHLY	5,023.00	5,274.00	5,538.00	5,815.00	6,106.00	6,411.00
BI-WEEKLY	2,318.31	2,434.15	2,556.00	2,683.85	2,818.15	2,958.92
HOURLY	28.9788	30.4269	31.9500	33.5481	35.2269	36.9865
Lgy Bonus 20	125.58	131.85	138.45	145.38	152.65	160.28
Lgy Bonus 25	251.15	263.70	276.90	290.75	305.30	320.55
Lgy Bonus 30	376.73	395.55	415.35	436.13	457.95	480.83

106

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	61,788.00	64,872.00	68,112.00	71,520.00	75,096.00	78,852.00
MONTHLY	5,149.00	5,406.00	5,676.00	5,960.00	6,258.00	6,571.00
BI-WEEKLY	2,376.46	2,495.08	2,619.69	2,750.77	2,888.31	3,032.77
HOURLY	29.7058	31.1885	32.7462	34.3846	36.1038	37.9096
Lgy Bonus 20	128.73	135.15	141.90	149.00	156.45	164.28
Lgy Bonus 25	257.45	270.30	283.80	298.00	312.90	328.55
Lgy Bonus 30	386.18	405.45	425.70	447.00	469.35	492.83

107

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	63,336.00	66,504.00	69,828.00	73,320.00	76,992.00	80,844.00
MONTHLY	5,278.00	5,542.00	5,819.00	6,110.00	6,416.00	6,737.00
BI-WEEKLY	2,436.00	2,557.85	2,685.69	2,820.00	2,961.23	3,109.38
HOURLY	30.4500	31.9731	33.5712	35.2500	37.0154	38.8673
Lgy Bonus 20	131.95	138.55	145.48	152.75	160.40	168.43
Lgy Bonus 25	263.90	277.10	290.95	305.50	320.80	336.85
Lgy Bonus 30	395.85	415.65	436.43	458.25	481.20	505.28

108 Economic Development Analyst

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	64,920.00	68,172.00	71,580.00	75,156.00	78,912.00	82,860.00
MONTHLY	5,410.00	5,681.00	5,965.00	6,263.00	6,576.00	6,905.00
BI-WEEKLY	2,496.92	2,622.00	2,753.08	2,890.62	3,035.08	3,186.92
HOURLY	31.2115	32.7750	34.4135	36.1327	37.9385	39.8365
Lgy Bonus 20	135.25	142.03	149.13	156.58	164.40	172.63
Lgy Bonus 25	270.50	284.05	298.25	313.15	328.80	345.25
Lgy Bonus 30	405.75	426.08	447.38	469.73	493.20	517.88

109

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	66,540.00	69,864.00	73,356.00	77,028.00	80,880.00	84,924.00
MONTHLY	5,545.00	5,822.00	6,113.00	6,419.00	6,740.00	7,077.00
BI-WEEKLY	2,559.23	2,687.08	2,821.38	2,962.62	3,110.77	3,266.31
HOURLY	31.9904	33.5885	35.2673	37.0327	38.8846	40.8288
Lgy Bonus 20	138.63	145.55	152.83	160.48	168.50	176.93
Lgy Bonus 25	277.25	291.10	305.65	320.95	337.00	353.85
Lgy Bonus 30	415.88	436.65	458.48	481.43	505.50	530.78

110

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	68,208.00	71,616.00	75,192.00	78,948.00	82,896.00	87,036.00
MONTHLY	5,684.00	5,968.00	6,266.00	6,579.00	6,908.00	7,253.00
BI-WEEKLY	2,623.38	2,754.46	2,892.00	3,036.46	3,188.31	3,347.54
HOURLY	32.7923	34.4308	36.1500	37.9558	39.8538	41.8442
Lgy Bonus 20	142.10	149.20	156.65	164.48	172.70	181.33
Lgy Bonus 25	284.20	298.40	313.30	328.95	345.40	362.65
Lgy Bonus 30	426.30	447.60	469.95	493.43	518.10	543.98

111

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	69,912.00	73,404.00	77,076.00	80,928.00	84,972.00	89,220.00
MONTHLY	5,826.00	6,117.00	6,423.00	6,744.00	7,081.00	7,435.00
BI-WEEKLY	2,688.92	2,823.23	2,964.46	3,112.62	3,268.15	3,431.54
HOURLY	33.6115	35.2904	37.0558	38.9077	40.8519	42.8942
Lgy Bonus 20	145.65	152.93	160.58	168.60	177.03	185.88
Lgy Bonus 25	291.30	305.85	321.15	337.20	354.05	371.75
Lgy Bonus 30	436.95	458.78	481.73	505.80	531.08	557.63

112

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	71,664.00	75,252.00	79,020.00	82,968.00	87,120.00	91,476.00
MONTHLY	5,972.00	6,271.00	6,585.00	6,914.00	7,260.00	7,623.00
BI-WEEKLY	2,756.31	2,894.31	3,039.23	3,191.08	3,350.77	3,518.31
HOURLY	34.4538	36.1788	37.9904	39.8885	41.8846	43.9788
Lgy Bonus 20	149.30	156.78	164.63	172.85	181.50	190.58
Lgy Bonus 25	298.60	313.55	329.25	345.70	363.00	381.15
Lgy Bonus 30	447.90	470.33	493.88	518.55	544.50	571.73

113

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	73,452.00	77,124.00	80,976.00	85,020.00	89,268.00	93,732.00
MONTHLY	6,121.00	6,427.00	6,748.00	7,085.00	7,439.00	7,811.00
BI-WEEKLY	2,825.08	2,966.31	3,114.46	3,270.00	3,433.38	3,605.08
HOURLY	35.3135	37.0788	38.9308	40.8750	42.9173	45.0635
Lgy Bonus 20	153.03	160.68	168.70	177.13	185.98	195.28
Lgy Bonus 25	306.05	321.35	337.40	354.25	371.95	390.55
Lgy Bonus 30	459.08	482.03	506.10	531.38	557.93	585.83

114

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	75,288.00	79,056.00	83,004.00	87,156.00	91,512.00	96,084.00
MONTHLY	6,274.00	6,588.00	6,917.00	7,263.00	7,626.00	8,007.00
BI-WEEKLY	2,895.69	3,040.62	3,192.46	3,352.15	3,519.69	3,695.54
HOURLY	36.1962	38.0077	39.9058	41.9019	43.9962	46.1942
Lgy Bonus 20	156.85	164.70	172.93	181.58	190.65	200.18
Lgy Bonus 25	313.70	329.40	345.85	363.15	381.30	400.35
Lgy Bonus 30	470.55	494.10	518.78	544.73	571.95	600.53

115 Deputy City Clerk/Records Management Officer**115 Deputy City Treasurer****115 Human Resources Analyst****115 Risk Management Analyst**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	77,172.00	81,036.00	85,092.00	89,352.00	93,816.00	98,508.00
MONTHLY	6,431.00	6,753.00	7,091.00	7,446.00	7,818.00	8,209.00
BI-WEEKLY	2,968.15	3,116.77	3,272.77	3,436.62	3,608.31	3,788.77
HOURLY	37.1019	38.9596	40.9096	42.9577	45.1038	47.3596
Lgy Bonus 20	160.78	168.83	177.28	186.15	195.45	205.23
Lgy Bonus 25	321.55	337.65	354.55	372.30	390.90	410.45
Lgy Bonus 30	482.33	506.48	531.83	558.45	586.35	615.68

116

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	79,104.00	83,064.00	87,216.00	91,572.00	96,156.00	100,968.00
MONTHLY	6,592.00	6,922.00	7,268.00	7,631.00	8,013.00	8,414.00
BI-WEEKLY	3,042.46	3,194.77	3,354.46	3,522.00	3,698.31	3,883.38
HOURLY	38.0308	39.9346	41.9308	44.0250	46.2288	48.5423
Lgy Bonus 20	164.80	173.05	181.70	190.78	200.33	210.35
Lgy Bonus 25	329.60	346.10	363.40	381.55	400.65	420.70
Lgy Bonus 30	494.40	519.15	545.10	572.33	600.98	631.05

117 Transportation Operations Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	81,084.00	85,140.00	89,400.00	93,876.00	98,568.00	103,500.00
MONTHLY	6,757.00	7,095.00	7,450.00	7,823.00	8,214.00	8,625.00
BI-WEEKLY	3,118.62	3,274.62	3,438.46	3,610.62	3,791.08	3,980.77
HOURLY	38.9827	40.9327	42.9808	45.1327	47.3885	49.7596
Lgy Bonus 20	168.93	177.38	186.25	195.58	205.35	215.63
Lgy Bonus 25	337.85	354.75	372.50	391.15	410.70	431.25
Lgy Bonus 30	506.78	532.13	558.75	586.73	616.05	646.88

118 Administrative Management Analyst I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	83,112.00	87,264.00	91,632.00	96,216.00	101,028.00	106,080.00
MONTHLY	6,926.00	7,272.00	7,636.00	8,018.00	8,419.00	8,840.00
BI-WEEKLY	3,196.62	3,356.31	3,524.31	3,700.62	3,885.69	4,080.00
HOURLY	39.9577	41.9538	44.0538	46.2577	48.5712	51.0000
Lgy Bonus 20	173.15	181.80	190.90	200.45	210.48	221.00
Lgy Bonus 25	346.30	363.60	381.80	400.90	420.95	442.00
Lgy Bonus 30	519.45	545.40	572.70	601.35	631.43	663.00

119 Accountant/Cost Accountant**119 Fleet Maintenance Supervisor****119 Transit Administrative Supervisor****119 Transit Training and Safety Supervisor**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	85,188.00	89,448.00	93,924.00	98,616.00	103,548.00	108,720.00
MONTHLY	7,099.00	7,454.00	7,827.00	8,218.00	8,629.00	9,060.00
BI-WEEKLY	3,276.46	3,440.31	3,612.46	3,792.92	3,982.62	4,181.54
HOURLY	40.9558	43.0038	45.1558	47.4115	49.7827	52.2692
Lgy Bonus 20	177.48	186.35	195.68	205.45	215.73	226.50
Lgy Bonus 25	354.95	372.70	391.35	410.90	431.45	453.00
Lgy Bonus 30	532.43	559.05	587.03	616.35	647.18	679.50

120 Administrative Management Analyst II**120 Executive Office Assistant**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	87,312.00	91,680.00	96,264.00	101,076.00	106,128.00	111,432.00
MONTHLY	7,276.00	7,640.00	8,022.00	8,423.00	8,844.00	9,286.00
BI-WEEKLY	3,358.15	3,526.15	3,702.46	3,887.54	4,081.85	4,285.85
HOURLY	41.9769	44.0769	46.2808	48.5942	51.0231	53.5731
Lgy Bonus 20	181.90	191.00	200.55	210.58	221.10	232.15
Lgy Bonus 25	363.80	382.00	401.10	421.15	442.20	464.30
Lgy Bonus 30	545.70	573.00	601.65	631.73	663.30	696.45

121

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	89,496.00	93,972.00	98,676.00	103,608.00	108,792.00	114,228.00
MONTHLY	7,458.00	7,831.00	8,223.00	8,634.00	9,066.00	9,519.00
BI-WEEKLY	3,442.15	3,614.31	3,795.23	3,984.92	4,184.31	4,393.38
HOURLY	43.0269	45.1788	47.4404	49.8115	52.3038	54.9173
Lgy Bonus 20	186.45	195.78	205.58	215.85	226.65	237.98
Lgy Bonus 25	372.90	391.55	411.15	431.70	453.30	475.95
Lgy Bonus 30	559.35	587.33	616.73	647.55	679.95	713.93

122 Facilities Maintenance Supervisor**122 Senior Human Resources Analyst****122 Senior Planner**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	91,728.00	96,312.00	101,124.00	106,176.00	111,480.00	117,060.00
MONTHLY	7,644.00	8,026.00	8,427.00	8,848.00	9,290.00	9,755.00
BI-WEEKLY	3,528.00	3,704.31	3,889.38	4,083.69	4,287.69	4,502.31
HOURLY	44.1000	46.3038	48.6173	51.0462	53.5962	56.2788
Lgy Bonus 20	191.10	200.65	210.68	221.20	232.25	243.88
Lgy Bonus 25	382.20	401.30	421.35	442.40	464.50	487.75
Lgy Bonus 30	573.30	601.95	632.03	663.60	696.75	731.63

123

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	94,020.00	98,724.00	103,656.00	108,840.00	114,288.00	120,000.00
MONTHLY	7,835.00	8,227.00	8,638.00	9,070.00	9,524.00	10,000.00
BI-WEEKLY	3,616.15	3,797.08	3,986.77	4,186.15	4,395.69	4,615.38
HOURLY	45.2019	47.4635	49.8346	52.3269	54.9462	57.6923
Lgy Bonus 20	195.88	205.68	215.95	226.75	238.10	250.00
Lgy Bonus 25	391.75	411.35	431.90	453.50	476.20	500.00
Lgy Bonus 30	587.63	617.03	647.85	680.25	714.30	750.00

124 Assistant Transit Operations Manager**124 Senior Administrative Analyst**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	96,372.00	101,196.00	106,260.00	111,576.00	117,156.00	123,012.00
MONTHLY	8,031.00	8,433.00	8,855.00	9,298.00	9,763.00	10,251.00
BI-WEEKLY	3,706.62	3,892.15	4,086.92	4,291.38	4,506.00	4,731.23
HOURLY	46.3327	48.6519	51.0865	53.6423	56.3250	59.1404
Lgy Bonus 20	200.78	210.83	221.38	232.45	244.08	256.28
Lgy Bonus 25	401.55	421.65	442.75	464.90	488.15	512.55
Lgy Bonus 30	602.33	632.48	664.13	697.35	732.23	768.83

125 Public Information Officer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	98,784.00	103,728.00	108,912.00	114,360.00	120,084.00	126,084.00
MONTHLY	8,232.00	8,644.00	9,076.00	9,530.00	10,007.00	10,507.00
BI-WEEKLY	3,799.38	3,989.54	4,188.92	4,398.46	4,618.62	4,849.38
HOURLY	47.4923	49.8692	52.3615	54.9808	57.7327	60.6173
Lgy Bonus 20	205.80	216.10	226.90	238.25	250.18	262.68
Lgy Bonus 25	411.60	432.20	453.80	476.50	500.35	525.35
Lgy Bonus 30	617.40	648.30	680.70	714.75	750.53	788.03

126 Administrative Services Manager**126 Community Development Manager****126 Economic Development Manager****126 Family Child Care Manager****126 Recreation & Human Services Manager****126 Transportation Administrative Manager**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	101,256.00	106,320.00	111,636.00	117,216.00	123,072.00	129,228.00
MONTHLY	8,438.00	8,860.00	9,303.00	9,768.00	10,256.00	10,769.00
BI-WEEKLY	3,894.46	4,089.23	4,293.69	4,508.31	4,733.54	4,970.31
HOURLY	48.6808	51.1154	53.6712	56.3538	59.1692	62.1288
Lgy Bonus 20	210.95	221.50	232.58	244.20	256.40	269.23
Lgy Bonus 25	421.90	443.00	465.15	488.40	512.80	538.45
Lgy Bonus 30	632.85	664.50	697.73	732.60	769.20	807.68

127

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	103,788.00	108,972.00	114,420.00	120,144.00	126,156.00	132,468.00
MONTHLY	8,649.00	9,081.00	9,535.00	10,012.00	10,513.00	11,039.00
BI-WEEKLY	3,991.85	4,191.23	4,400.77	4,620.92	4,852.15	5,094.92
HOURLY	49.8981	52.3904	55.0096	57.7615	60.6519	63.6865
Lgy Bonus 20	216.23	227.03	238.38	250.30	262.83	275.98
Lgy Bonus 25	432.45	454.05	476.75	500.60	525.65	551.95
Lgy Bonus 30	648.68	681.08	715.13	750.90	788.48	827.93

128 Equipment Maintenance Superintendent**128 Finance and Administrative Services Manager****128 Financial Services Manager****128 Transit Maintenance Manager**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	106,380.00	111,696.00	117,276.00	123,144.00	129,300.00	135,768.00
MONTHLY	8,865.00	9,308.00	9,773.00	10,262.00	10,775.00	11,314.00
BI-WEEKLY	4,091.54	4,296.00	4,510.62	4,736.31	4,973.08	5,221.85
HOURLY	51.1442	53.7000	56.3827	59.2038	62.1635	65.2731
Lgy Bonus 20	221.63	232.70	244.33	256.55	269.38	282.85
Lgy Bonus 25	443.25	465.40	488.65	513.10	538.75	565.70
Lgy Bonus 30	664.88	698.10	732.98	769.65	808.13	848.55

129

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	109,044.00	114,492.00	120,216.00	126,228.00	132,540.00	139,164.00
MONTHLY	9,087.00	9,541.00	10,018.00	10,519.00	11,045.00	11,597.00
BI-WEEKLY	4,194.00	4,403.54	4,623.69	4,854.92	5,097.69	5,352.46
HOURLY	52.4250	55.0442	57.7962	60.6865	63.7212	66.9058
Lgy Bonus 20	227.18	238.53	250.45	262.98	276.13	289.93
Lgy Bonus 25	454.35	477.05	500.90	525.95	552.25	579.85
Lgy Bonus 30	681.53	715.58	751.35	788.93	828.38	869.78

**130 Accounting/Finance Manager
130 Information Technology Manager
130 Park Maintenance Superintendent
130 Recreation Program Administrator
130 Street Maintenance Superintendent**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	111,768.00	117,360.00	123,228.00	129,384.00	135,852.00	142,644.00
MONTHLY	9,314.00	9,780.00	10,269.00	10,782.00	11,321.00	11,887.00
BI-WEEKLY	4,298.77	4,513.85	4,739.54	4,976.31	5,225.08	5,486.31
HOURLY	53.7346	56.4231	59.2442	62.2038	65.3135	68.5788
Lgy Bonus 20	232.85	244.50	256.73	269.55	283.03	297.18
Lgy Bonus 25	465.70	489.00	513.45	539.10	566.05	594.35
Lgy Bonus 30	698.55	733.50	770.18	808.65	849.08	891.53

**131 Plan Check Engineer
131 Transit Operations Manager**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	114,564.00	120,288.00	126,300.00	132,612.00	139,248.00	146,208.00
MONTHLY	9,547.00	10,024.00	10,525.00	11,051.00	11,604.00	12,184.00
BI-WEEKLY	4,406.31	4,626.46	4,857.69	5,100.46	5,355.69	5,623.38
HOURLY	55.0788	57.8308	60.7212	63.7558	66.9462	70.2923
Lgy Bonus 20	238.68	250.60	263.13	276.28	290.10	304.60
Lgy Bonus 25	477.35	501.20	526.25	552.55	580.20	609.20
Lgy Bonus 30	716.03	751.80	789.38	828.83	870.30	913.80

132 FCC Therapist/Trainer II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	117,432.00	123,300.00	129,468.00	135,936.00	142,728.00	149,868.00
MONTHLY	9,786.00	10,275.00	10,789.00	11,328.00	11,894.00	12,489.00
BI-WEEKLY	4,516.62	4,742.31	4,979.54	5,228.31	5,489.54	5,764.15
HOURLY	56.4577	59.2788	62.2442	65.3538	68.6192	72.0519
Lgy Bonus 20	244.65	256.88	269.73	283.20	297.35	312.23
Lgy Bonus 25	489.30	513.75	539.45	566.40	594.70	624.45
Lgy Bonus 30	733.95	770.63	809.18	849.60	892.05	936.68

**133 Human Resources Manager
133 Public Works Superintendent**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	120,372.00	126,396.00	132,720.00	139,356.00	146,328.00	153,648.00
MONTHLY	10,031.00	10,533.00	11,060.00	11,613.00	12,194.00	12,804.00
BI-WEEKLY	4,629.69	4,861.38	5,104.62	5,359.85	5,628.00	5,909.54
HOURLY	57.8712	60.7673	63.8077	66.9981	70.3500	73.8692
Lgy Bonus 20	250.78	263.33	276.50	290.33	304.85	320.10
Lgy Bonus 25	501.55	526.65	553.00	580.65	609.70	640.20
Lgy Bonus 30	752.33	789.98	829.50	870.98	914.55	960.30

134 Assistant to the City Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	123,384.00	129,552.00	136,032.00	142,836.00	149,976.00	157,476.00
MONTHLY	10,282.00	10,796.00	11,336.00	11,903.00	12,498.00	13,123.00
BI-WEEKLY	4,745.54	4,982.77	5,232.00	5,493.69	5,768.31	6,056.77
HOURLY	59.3192	62.2846	65.4000	68.6712	72.1038	75.7096
Lgy Bonus 20	257.05	269.90	283.40	297.58	312.45	328.08
Lgy Bonus 25	514.10	539.80	566.80	595.15	624.90	656.15
Lgy Bonus 30	771.15	809.70	850.20	892.73	937.35	984.23

135

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	126,468.00	132,792.00	139,428.00	146,400.00	153,720.00	161,412.00
MONTHLY	10,539.00	11,066.00	11,619.00	12,200.00	12,810.00	13,451.00
BI-WEEKLY	4,864.15	5,107.38	5,362.62	5,630.77	5,912.31	6,208.15
HOURLY	60.8019	63.8423	67.0327	70.3846	73.9038	77.6019
Lgy Bonus 20	263.48	276.65	290.48	305.00	320.25	336.28
Lgy Bonus 25	526.95	553.30	580.95	610.00	640.50	672.55
Lgy Bonus 30	790.43	829.95	871.43	915.00	960.75	1008.83

136

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	129,624.00	136,104.00	142,908.00	150,048.00	157,548.00	165,420.00
MONTHLY	10,802.00	11,342.00	11,909.00	12,504.00	13,129.00	13,785.00
BI-WEEKLY	4,985.54	5,234.77	5,496.46	5,771.08	6,059.54	6,362.31
HOURLY	62.3192	65.4346	68.7058	72.1385	75.7442	79.5288
Lgy Bonus 20	270.05	283.55	297.73	312.60	328.23	344.63
Lgy Bonus 25	540.10	567.10	595.45	625.20	656.45	689.25
Lgy Bonus 30	810.15	850.65	893.18	937.80	984.68	1033.88

137

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	132,864.00	139,512.00	146,484.00	153,804.00	161,496.00	169,572.00
MONTHLY	11,072.00	11,626.00	12,207.00	12,817.00	13,458.00	14,131.00
BI-WEEKLY	5,110.15	5,365.85	5,634.00	5,915.54	6,211.38	6,522.00
HOURLY	63.8769	67.0731	70.4250	73.9442	77.6423	81.5250
Lgy Bonus 20	276.80	290.65	305.18	320.43	336.45	353.28
Lgy Bonus 25	553.60	581.30	610.35	640.85	672.90	706.55
Lgy Bonus 30	830.40	871.95	915.53	961.28	1009.35	1059.83

138 Chief Fiscal Officer
138 Principal Civil Engineer
138 Transit Administrative Officer
138 Transit Operations Officer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	136,188.00	142,992.00	150,144.00	157,656.00	165,540.00	173,820.00
MONTHLY	11,349.00	11,916.00	12,512.00	13,138.00	13,795.00	14,485.00
BI-WEEKLY	5,238.00	5,499.69	5,774.77	6,063.69	6,366.92	6,685.38
HOURLY	65.4750	68.7462	72.1846	75.7962	79.5865	83.5673
Lgy Bonus 20	283.73	297.90	312.80	328.45	344.88	362.13
Lgy Bonus 25	567.45	595.80	625.60	656.90	689.75	724.25
Lgy Bonus 30	851.18	893.70	938.40	985.35	1034.63	1086.38

139

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	139,596.00	146,580.00	153,912.00	161,604.00	169,680.00	178,164.00
MONTHLY	11,633.00	12,215.00	12,826.00	13,467.00	14,140.00	14,847.00
BI-WEEKLY	5,369.08	5,637.69	5,919.69	6,215.54	6,526.15	6,852.46
HOURLY	67.1135	70.4712	73.9962	77.6942	81.5769	85.6558
Lgy Bonus 20	290.83	305.38	320.65	336.68	353.50	371.18
Lgy Bonus 25	581.65	610.75	641.30	673.35	707.00	742.35
Lgy Bonus 30	872.48	916.13	961.95	1010.03	1060.50	1113.53

140

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	143,088.00	150,240.00	157,752.00	165,636.00	173,916.00	182,616.00
MONTHLY	11,924.00	12,520.00	13,146.00	13,803.00	14,493.00	15,218.00
BI-WEEKLY	5,503.38	5,778.46	6,067.38	6,370.62	6,689.08	7,023.69
HOURLY	68.7923	72.2308	75.8423	79.6327	83.6135	87.7962
Lgy Bonus 20	298.10	313.00	328.65	345.08	362.33	380.45
Lgy Bonus 25	596.20	626.00	657.30	690.15	724.65	760.90
Lgy Bonus 30	894.30	939.00	985.95	1035.23	1086.98	1141.35

141 Assistant Director of Transportation
141 Assistant Public Works Director/City Engineer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	146,664.00	153,996.00	161,700.00	169,788.00	178,272.00	187,188.00
MONTHLY	12,222.00	12,833.00	13,475.00	14,149.00	14,856.00	15,599.00
BI-WEEKLY	5,640.92	5,922.92	6,219.23	6,530.31	6,856.62	7,199.54
HOURLY	70.5115	74.0365	77.7404	81.6288	85.7077	89.9942
Lgy Bonus 20	305.55	320.83	336.88	353.73	371.40	389.98
Lgy Bonus 25	611.10	641.65	673.75	707.45	742.80	779.95
Lgy Bonus 30	916.65	962.48	1010.63	1061.18	1114.20	1169.93

142

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	150,336.00	157,848.00	165,744.00	174,036.00	182,736.00	191,868.00
MONTHLY	12,528.00	13,154.00	13,812.00	14,503.00	15,228.00	15,989.00
BI-WEEKLY	5,782.15	6,071.08	6,374.77	6,693.69	7,028.31	7,379.54
HOURLY	72.2769	75.8885	79.6846	83.6712	87.8538	92.2442

Lgy Bonus 20	313.20	328.85	345.30	362.58	380.70	399.73
Lgy Bonus 25	626.40	657.70	690.60	725.15	761.40	799.45
Lgy Bonus 30	939.60	986.55	1035.90	1087.73	1142.10	1199.18

143

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	154,092.00	161,796.00	169,884.00	178,380.00	187,296.00	196,656.00
MONTHLY	12,841.00	13,483.00	14,157.00	14,865.00	15,608.00	16,388.00
BI-WEEKLY	5,926.62	6,222.92	6,534.00	6,860.77	7,203.69	7,563.69
HOURLY	74.0827	77.7865	81.6750	85.7596	90.0462	94.5462

Lgy Bonus 20	321.03	337.08	353.93	371.63	390.20	409.70
Lgy Bonus 25	642.05	674.15	707.85	743.25	780.40	819.40
Lgy Bonus 30	963.08	1011.23	1061.78	1114.88	1170.60	1229.10

144

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	157,944.00	165,840.00	174,132.00	182,844.00	191,988.00	201,588.00
MONTHLY	13,162.00	13,820.00	14,511.00	15,237.00	15,999.00	16,799.00
BI-WEEKLY	6,074.77	6,378.46	6,697.38	7,032.46	7,384.15	7,753.38
HOURLY	75.9346	79.7308	83.7173	87.9058	92.3019	96.9173

Lgy Bonus 20	329.05	345.50	362.78	380.93	399.98	419.98
Lgy Bonus 25	658.10	691.00	725.55	761.85	799.95	839.95
Lgy Bonus 30	987.15	1036.50	1088.33	1142.78	1199.93	1259.93

145

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	161,892.00	169,992.00	178,488.00	187,416.00	196,788.00	206,628.00
MONTHLY	13,491.00	14,166.00	14,874.00	15,618.00	16,399.00	17,219.00
BI-WEEKLY	6,226.62	6,538.15	6,864.92	7,208.31	7,568.77	7,947.23
HOURLY	77.8327	81.7269	85.8115	90.1038	94.6096	99.3404

Lgy Bonus 20	337.28	354.15	371.85	390.45	409.98	430.48
Lgy Bonus 25	674.55	708.30	743.70	780.90	819.95	860.95
Lgy Bonus 30	1011.83	1062.45	1115.55	1171.35	1229.93	1291.43

146

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	165,936.00	174,228.00	182,940.00	192,084.00	201,684.00	211,764.00
MONTHLY	13,828.00	14,519.00	15,245.00	16,007.00	16,807.00	17,647.00
BI-WEEKLY	6,382.15	6,701.08	7,036.15	7,387.85	7,757.08	8,144.77
HOURLY	79.7769	83.7635	87.9519	92.3481	96.9635	101.8096

Lgy Bonus 20	345.70	362.98	381.13	400.18	420.18	441.18
Lgy Bonus 25	691.40	725.95	762.25	800.35	840.35	882.35
Lgy Bonus 30	1037.10	1088.93	1143.38	1200.53	1260.53	1323.53

147

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	170,088.00	178,596.00	187,524.00	196,896.00	206,736.00	217,068.00
MONTHLY	14,174.00	14,883.00	15,627.00	16,408.00	17,228.00	18,089.00
BI-WEEKLY	6,541.85	6,869.08	7,212.46	7,572.92	7,951.38	8,348.77
HOURLY	81.7731	85.8635	90.1558	94.6615	99.3923	104.3596

Lgy Bonus 20	354.35	372.08	390.68	410.20	430.70	452.23
Lgy Bonus 25	708.70	744.15	781.35	820.40	861.40	904.45
Lgy Bonus 30	1063.05	1116.23	1172.03	1230.60	1292.10	1356.68

148

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	174,336.00	183,048.00	192,204.00	201,816.00	211,908.00	222,504.00
MONTHLY	14,528.00	15,254.00	16,017.00	16,818.00	17,659.00	18,542.00
BI-WEEKLY	6,705.23	7,040.31	7,392.46	7,762.15	8,150.31	8,557.85
HOURLY	83.8154	88.0038	92.4058	97.0269	101.8788	106.9731

Lgy Bonus 20	363.20	381.35	400.43	420.45	441.48	463.55
Lgy Bonus 25	726.40	762.70	800.85	840.90	882.95	927.10
Lgy Bonus 30	1089.60	1144.05	1201.28	1261.35	1324.43	1390.65

149

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	178,692.00	187,632.00	197,016.00	206,868.00	217,212.00	228,072.00
MONTHLY	14,891.00	15,636.00	16,418.00	17,239.00	18,101.00	19,006.00
BI-WEEKLY	6,872.77	7,216.62	7,577.54	7,956.46	8,354.31	8,772.00
HOURLY	85.9096	90.2077	94.7192	99.4558	104.4288	109.6500

Lgy Bonus 20	372.28	390.90	410.45	430.98	452.53	475.15
Lgy Bonus 25	744.55	781.80	820.90	861.95	905.05	950.30
Lgy Bonus 30	1116.83	1172.70	1231.35	1292.93	1357.58	1425.45

150 Joint Powers Authority Accountant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	156,000.00					
MONTHLY	13,000.00					
BI-WEEKLY	6,000.00					
HOURLY	75.0000					

200 Police Trainee						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	76,368.00	-	-	-	-	-
MONTHLY	6,364.00	-	-	-	-	-
BI-WEEKLY	2,937.23	-	-	-	-	-
HOURLY	36.7154	-	-	-	-	-
201 Police Officer						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	89,844.00	94,332.00	99,060.00	104,004.00	109,212.00	114,672.00
MONTHLY	7,487.00	7,861.00	8,255.00	8,667.00	9,101.00	9,556.00
BI-WEEKLY	3,455.54	3,628.15	3,810.00	4,000.15	4,200.46	4,410.46
HOURLY	43.1942	45.3519	47.6250	50.0019	52.5058	55.1308
EDUCATIONAL INCENTIVE BONUS						
AA	1,303.96	1,303.96	1,303.96	1,303.96	1,303.96	1,303.96
BA	1,819.96	1,819.96	1,819.96	1,819.96	1,819.96	1,819.96
SPECIALIST	637.58	637.58	637.58	637.58	637.58	637.58
Lgy Bonus 7	365.00	365.00	365.00	365.00	365.00	365.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	894.35	913.05	932.75	953.35	975.05	997.80
Lgy Bonus 26	1,268.70	1,306.10	1,345.50	1,386.70	1,430.10	1,475.60
203 Police Sergeant						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	114,828.00	120,564.00	126,588.00	132,924.00	139,572.00	146,556.00
MONTHLY	9,569.00	10,047.00	10,549.00	11,077.00	11,631.00	12,213.00
BI-WEEKLY	4,416.46	4,637.08	4,868.77	5,112.46	5,368.15	5,636.77
HOURLY	55.2058	57.9635	60.8596	63.9058	67.1019	70.4596
EDUCATIONAL INCENTIVE BONUS						
AA	1,612.53	1,612.53	1,612.53	1,612.53	1,612.53	1,612.53
BA	2,230.53	2,230.53	2,230.53	2,230.53	2,230.53	2,230.53
SPECIAL DUTY PAY	420.00	420.00	420.00	420.00	420.00	420.00
Lgy Bonus 7	326.00	326.00	326.00	326.00	326.00	326.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	998.45	1,022.35	1,047.45	1,073.85	1,101.55	1,130.65
Lgy Bonus 26	1,476.90	1,524.70	1,574.90	1,627.70	1,683.10	1,741.30

227 Police Lieutenant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	154,104.00	161,808.00	169,896.00	178,392.00	187,308.00	196,668.00
MONTHLY	12,842.00	13,484.00	14,158.00	14,866.00	15,609.00	16,389.00
BI-WEEKLY	5,927.08	6,223.38	6,534.46	6,861.23	7,204.15	7,564.15
HOURLY	74.0885	77.7923	81.6808	85.7654	90.0519	94.5519

EDUCATIONAL INCENTIVE BONUS

BA	1,766.44	1,837.84	1,912.84	1,991.56	2,074.24	2,161.00
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CA POST Mgmt. Cert.	642.10	674.20	707.90	743.30	780.45	819.45
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Lgy Bonus 20	642.10	674.20	707.90	743.30	780.45	819.45
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Lgy Bonus 26	1,284.20	1,348.40	1,415.80	1,486.60	1,560.90	1,638.90
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231 Police Captain

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	183,228.00	192,384.00	202,008.00	212,112.00	222,720.00	233,856.00
MONTHLY	15,269.00	16,032.00	16,834.00	17,676.00	18,560.00	19,488.00
BI-WEEKLY	7,047.23	7,399.38	7,769.54	8,158.15	8,566.15	8,994.46
HOURLY	88.0904	92.4923	97.1192	101.9769	107.0769	112.4308

EDUCATIONAL INCENTIVE BONUS

BA	2,036.08	2,120.92	2,209.96	2,303.56	2,401.84	2,505.04
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CA POST Mgmt. Cert.	763.45	801.60	841.70	883.80	928.00	974.40
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Lgy Bonus 20	763.45	801.60	841.70	883.80	928.00	974.40
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Lgy Bonus 26	1,526.90	1,603.20	1,683.40	1,767.60	1,856.00	1,948.80
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232 Deputy Police Chief

STEP	*1*
ANNUAL	227,436.00
MONTHLY	18,953.00
BI-WEEKLY	8,747.54
HOURLY	109.3442

EDUCATIONAL INCENTIVE BONUS

BA	2,474.36
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CA POST Mgmt. Cert.	947.65
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Lgy Bonus 20	947.65
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Lgy Bonus 26	1,895.30
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301 Mayor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	11,400.00					
MONTHLY	950.00					
BI-WEEKLY	438.46					
HOURLY	5.4808					

302 Councilmember

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	7,800.00					
MONTHLY	650.00					
BI-WEEKLY	300.00					
HOURLY	3.7500					

303 City Clerk

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	12,000.00					
MONTHLY	1,000.00					
BI-WEEKLY	461.54					
HOURLY	5.7692					

304 City Treasurer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	6,000.00					
MONTHLY	500.00					
BI-WEEKLY	230.77					
HOURLY	2.8846					

305 Youth Commissioner

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	300.00	-	-	-	-	-
MONTHLY	25.00	-	-	-	-	-
BI-WEEKLY	11.54	-	-	-	-	-
HOURLY	0.1442	-	-	-	-	-

306 Human Services Commissioner**306 Recreation Commissioner****306 Rent Mediation Board Member****306 Senior Citizens Commissioner**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	600.00	-	-	-	-	-
MONTHLY	50.00	-	-	-	-	-
BI-WEEKLY	23.08	-	-	-	-	-
HOURLY	0.2885	-	-	-	-	-

307

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	900.00	-	-	-	-	-
MONTHLY	75.00	-	-	-	-	-
BI-WEEKLY	34.62	-	-	-	-	-
HOURLY	0.4327	-	-	-	-	-

308 Planning Commissioner

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	1,200.00	-	-	-	-	-
MONTHLY	100.00	-	-	-	-	-
BI-WEEKLY	46.15	-	-	-	-	-
HOURLY	0.5769	-	-	-	-	-

330 Department Heads

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	169,272.00	177,732.00	186,624.00	195,960.00	205,764.00	216,048.00
MONTHLY	14,106.00	14,811.00	15,552.00	16,330.00	17,147.00	18,004.00
BI-WEEKLY	6,510.46	6,835.85	7,177.85	7,536.92	7,914.00	8,309.54
HOURLY	81.3808	85.4481	89.7231	94.2115	98.9250	103.8692

Lgy Bonus 20	352.65	370.28	388.80	408.25	428.68	450.10
Lgy Bonus 25	705.30	740.55	777.60	816.50	857.35	900.20
Lgy Bonus 30	1057.95	1110.83	1166.40	1224.75	1286.03	1350.30

339 Assistant City Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	185,808.00	195,096.00	204,852.00	215,100.00	225,852.00	237,144.00
MONTHLY	15,484.00	16,258.00	17,071.00	17,925.00	18,821.00	19,762.00
BI-WEEKLY	7,146.46	7,503.69	7,878.92	8,273.08	8,686.62	9,120.92
HOURLY	89.3308	93.7962	98.4865	103.4135	108.5827	114.0115

340 Police Chief

STEP	*1*
ANNUAL	268,779.96
MONTHLY	22,398.33
BI-WEEKLY	10,337.69
HOURLY	129.2211

Edu Incentive Pay	2,887.80
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CA POST Mgmt. Cert.	2,239.83
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Lgy Bonus 26	2,239.83
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350 City Manager

STEP	*1*
ANNUAL	299,565.00
MONTHLY	24,963.75
BI-WEEKLY	11,521.73
HOURLY	144.0216



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.G
Section: CONSENT CALENDAR
Meeting Date: June 27, 2023

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

AGENDA TITLE: Authorization to Execute a Deed Restriction Pursuant to the Requirements of the 2018 Parks Bond Act

CONTACT: COMMUNITY DEVELOPMENT

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

In 2018, the City previously received \$177,952 of State Park Grant Funds to fund improvements to the basketball courts at Rowley Park. All grant awardees are required to record a deed restriction to maintain the use of the improvements for public use for a 30-year time period, which would end on June 30, 2048.

FINANCIAL IMPACT/COST:

None

ATTACHMENTS:

[18-19-102 Deed Restriction.pdf](#)

APPROVED:

Clint Osorio, City Manager

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Karen Sims

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, City of Gardena (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program to Resurface existing basketball courts, installation of bleachers, benches, lighting, and minor amenities on the Property; and

IV. WHEREAS, on July 1, 2020, DPR's Office of Grants and Local Services conditionally approved Grant 18-19-102 & 18-19-104, (hereinafter referred to as "Grant") to Resurface existing basketball courts, installation of bleachers, benches, lighting, and minor amenities on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond Act

Per Capita Program and the funds that are the subject of the Grant could therefore not have been granted;
and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2048.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and

all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner(s) Name(s): _____

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, a Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

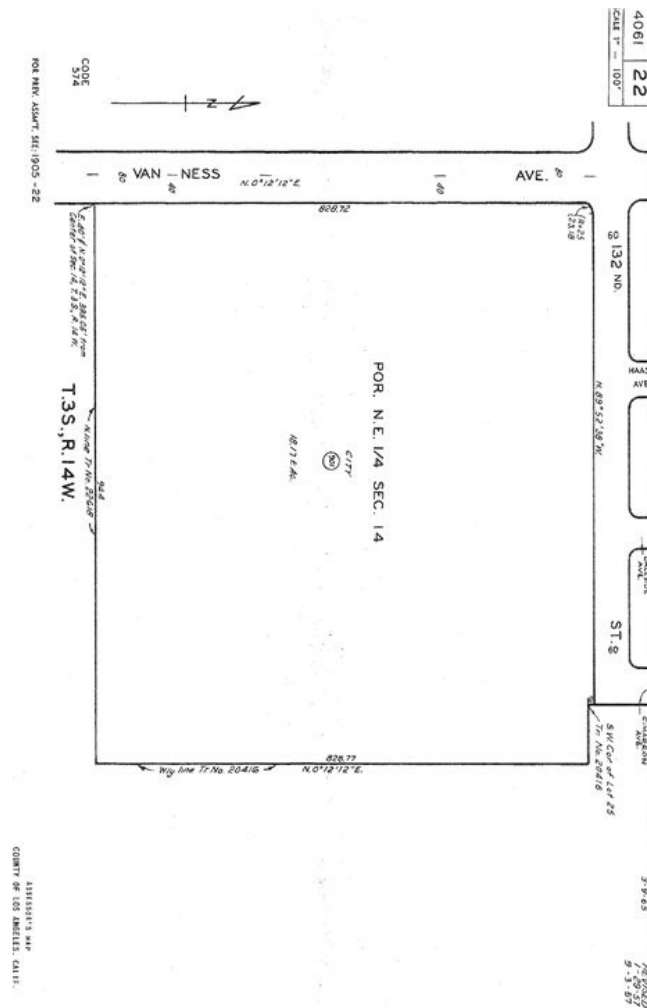
WITNESS my hand and official seal.

Signature _____ (Seal)

Legal Description

Sec/Twn/Rng/Mer: SEC 14 TWN 03S RNG 14W

LOT COM E 40 FT AND N 0 12'12 E 395.05 FT FROM CENTER OF SEC 14 T 3S R 14W TH
S 89 52'38 E 944 FT TH N 0 12' 12 E 828.77 FT





City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.H
Section: CONSENT CALENDAR
Meeting Date: June 27, 2023

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

AGENDA TITLE: Acceptance and Notice of Completion for the Gardena Community Aquatic and Senior Center Project - Underground Utility Phase, JN 978.

CONTACT: PUBLIC WORKS

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that City Council accept the work and order the recordation of the Notice of Completion for the Gardena Community Aquatic and Senior Center Project – Underground Utility Phase, JN 978.

The underground utility phase of the Gardena Community Aquatic and Senior Center Project has been completed. The project scope consists of underground conduits for Southern California Edison, AT&T and Charter Communication, allowing each franchise company to remove the overhead lines and reconnect to the underground per SCE Rule 20C plans and specifications. The scope work also consists of installing pull boxes and trenching across 160th Street.

Sufficient funds to complete this project were appropriated by City Council in the FY 2022-2023 Capital Improvement Budget using Proposition 68 and General Funds.

FINANCIAL IMPACT/COST:

Amount of Expense: \$157,038

Funding Source: Prop 68

ATTACHMENTS:

[NOC_Aquatic & Senior Center Underground Utility Phase.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

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

NOTICE OF COMPLETION

1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
2. That on the 14th day of March, 2023, the City Council of said City entered into contract with Doty Bros. Equipment Company whose address is 11232 E. Firestone Blvd, Norwalk, CA 90650 for the improvement titled Gardena Community Aquatic and Senior Center – Underground Utility Phase, JN 978 in accordance with City of Gardena Plans and Specifications.
3. That all of the work and improvement was located at 1654 W. 160th Street, 16004, 16010, 16016 & 16020 (Utility Easement), Harvard Blvd, Gardena in said City. The owner of the location is the City of Gardena.
4. That all of the work and improvement contemplated in and under said contract was substantially completed on June 16, 2023.
5. That the City Council formally accepted this work and improvement on June 27, 2023.

IN WITNESS THEREOF, I have hereunto subscribed my name as the duly authorized representative of said City
this ____ day of _____ 2023.

Kevin Kwak



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.I
Section: CONSENT CALENDAR
Meeting Date: June 27, 2023

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

AGENDA TITLE: Approval of the Contract Services Agreement between the City of Lawndale and the City of Gardena for Senior Case Management Services beginning July 1, 2023 through June 28, 2024.

CONTACT: RECREATION & HUMAN SERVICES

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council approve the Contract Services Agreement between the City of Lawndale and the City of Gardena for Senior Case Management Services provided through the Supportive Services Program (SSP). The City of Gardena has an agreement with Los Angeles County's Aging and Disabilities Department to provide supportive services including case management to senior citizens aged 60 and over in the cities of Gardena, Lawndale, Hawthorne, and Inglewood. This agreement provides the necessary language between the City of Lawndale and the City of Gardena to operate the case management portion of the Supportive Services Program weekly, on-site at the Lawndale property located at 14700 Burin Avenue.

FINANCIAL IMPACT/COST:

None.

ATTACHMENTS:

[City of Lawndale SSP-Case Management Agreement](#)

APPROVED:

Clint Osorio, City Manager

CITY OF LAWNDALE
CONTRACT SERVICES AGREEMENT FOR
SENIOR CASE MANAGEMENT SERVICES

This Contract Services Agreement (“Agreement”) is made and entered into this 1st day of July, 2023, by and between the City of Lawndale, a municipal corporation (“City”), and City of Gardena, a municipal corporation (“Consultant”).

NOW, THEREFORE, the parties agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. Consultant will perform the work or services set forth in the “Scope of Services” attached as *Exhibit “A”* and incorporated herein by reference in compliance with all of the terms and conditions of this Agreement. Consultant warrants that all work or services will be performed in a competent, professional, and satisfactory manner. Additional terms and conditions of this Agreement, if any, are set forth in the “Special Requirements” attached as *Exhibit “B”* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit “B”* and any other provisions of this Agreement *Exhibit “B”* will govern.

1.2 Compliance With Law. All work and services rendered under this Agreement will be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant will obtain, at its sole cost and expense, all licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant will be compensated in accordance with the “Schedule of Compensation” attached as *Exhibit “C”* and incorporated herein by this reference, but not exceeding the maximum contract amount of Zero dollars (\$0.00) (“Contract Sum”).

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant will be paid as further described in Exhibit “C”.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Stephany Santin, Director of Recreation and Human Services is designated as the Consultant’s representative authorized to act on its behalf with respect to this Agreement and to make all decisions necessary in connection with this Agreement. Consultant may designate a substitute representative by providing written notice to City’s Contract Officer.

3.2 Contract Officer. The City's City Manager is designated as the City's representative authorized to act on its behalf with respect to this Agreement and to make all decisions in connection this Agreement ("Contract Officer"). The City may designate a substitute Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant may not contract with any entity to perform in whole or in part the work or services required under this Agreement without the written approval of the City. Neither this Agreement nor any interest in the Agreement may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any prohibited assignment or transfer is void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor or its employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. In the event that Contractor or any employee of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any staff used to provide services under this Agreement are employees of the City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Consultant must procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured must not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits must be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses. However, this requirement will not apply if Consultant has no employees and Instructor provides the letter signed under penalty of perjury as described in Section 1.2.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy must include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate with respect to loss arising from the actions of Consultant performing professional services under this Agreement on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

All of the above policies of insurance, except professional liability insurance, must be primary insurance. The general liability policy must name the City's officers, employees and agents ("City Parties") as additional insureds and must waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of the required policies of insurance must provide that they may be not cancelled without providing 10 days prior written notice by registered mail to the City. In the event any of the policies are cancelled or amended, Consultant must, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement may commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City. Consultant agrees that the provisions of this Section 4.1 must not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. If the Consultant's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Consultant.

The insurance required by this Agreement will be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor must require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

4.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Consultant agrees to indemnify, defend and hold harmless City and the City's

Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees or subcontractors (or any entity or individual for which Consultant bears legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, employees or subcontractors of Consultant.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement will begin on July 1, 2023 and continue in full force and effect until June 28, 2024.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the Consultant must immediately cease all work or services under this Agreement except as may be approved by the Contract Officer in writing. In the event of termination, Consultant will be compensated for all services rendered prior to the effectiveness of the notice of termination to the City's satisfaction and for any additional services authorized by the Contract Officer and City will be entitled to reimbursement for any compensation paid in excess of the services rendered to the City's satisfaction.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, or national origin in the performance of this Agreement. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

6.2 Non-liability of City Officers and Employees. No officer, employee, or agent of the City will be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No officer, employee, or agent of the City may have any financial interest in this Agreement nor may any such officer, employee, or agent participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership, or association in which he is, directly or indirectly, interested, in violation of any

state or local statute or regulation. The Consultant warrants that it (and its officers and employees) has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant will provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person must be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, at City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the Consultant's representative at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement will be construed in accordance with the meaning of the language used and will not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.6 Integration; Amendment. It is agreed that there are no oral agreements between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none will be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

6.7 Severability. In the event that part of this Agreement is declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability will not affect any of the remaining portions of this Agreement which are hereby declared as severable and will be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default will impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, will be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
City of Lawndale,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:
BURKE, WILLIAMS & SORENSEN, LLP

Greg Murphy, City Attorney

CONSULTANT:
City of Gardena, a municipal corporation


By: _____
Name: Tasha Cerda
Title: Mayor

ATTEST:

Address: 1700 W. 162nd. Street
Gardena, CA 90247-3778

Mina Semenza, City Clerk

APPROVED AS TO FORM:



Carmen Vasquez, City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

The Consultant shall provide case management services for the City’s seniors citizens to include the following:

- Comprehensive assessment of clients psychological and health needs;
- Individual Care Planning;
- Service authorization/arrangement through coordination of existing community resources; and
- Periodic monitoring and revisions of client’s care plan.

A minimum of one (1) hour per week of case management services shall be performed by a trained employee of Consultant at the Harold E. Hofmann Community Center located at 14700 Burin Avenue in Lawndale, or at a location as directed in writing by the City. In addition, an average of three (3) hours per week of case management services will be provided by a trained employee of Consultant at the Harold E. Hofmann Community Center or in the field with clients, as directed by the City. The utilization of the contracted hours may require a flexible schedule to be coordinated between the Case Manager and the City’s Director of Community Services. Consultant’s staff will also avail themselves to urgent calls from City residents while Consultant’s staff is working at their home office (Gardena location).

A monthly report to the City shall itemize the time spent and services delivered to each client as well as the number of the new and closed cases. Additional statistical data shall be supplied as requested by the City.

EXHIBIT “B”

SPECIAL REQUIREMENTS

The In Kind Services Agreement is attached hereto and incorporated herein as Exhibit “D”.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

The City shall forward all collected donations received from participants in the senior case management program to Consultant on a daily basis.

EXHIBIT “D”**IN-KIND SERVICES AGREEMENT**
(Between the Agency and a Second Party)Effective July 1, 2023 through June 28, 2024

City of Lawndale (In-Kind Agency) agrees to provide City of Gardena (Applicant Agency) with the following in-kind services:

PROGRAM CATEGORY	TYPE OF SERVICE PROVIDED	RATE PER MONTH	TOTAL ANNUAL (\$) VALUE
III C 1	Harold E. Hofmann Community Center Main Event Room Building Space	\$1,200.00	\$15,600.00

In-Kind Agency: City of LawndaleAgency: City of GardenaBy: _____
Robert Pullen-Miles, MayorBy: _____
Tasha Cerda, Mayor

ATTEST:

ATTEST:

Erica Harbison, City Clerk_____
Mina Semenza, City Clerk

Date: _____

Date: _____



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.J
Section: CONSENT CALENDAR
Meeting Date: June 27, 2023

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

AGENDA TITLE: Approve Extension for GTrans Participation in Los Angeles County Metro's Pilot Fareless System Initiative (GoPass) Providing Free Fares for K-12 and Community College Students

CONTACT: TRANSPORTATION

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

In October 2021, the City Council approved GTrans initial participation in LA County Metropolitan Transportation Authority's (Metro) GoPass Pilot Program. Launched by Metro in September 2021, the GoPass Pilot Program is a regional program that allows K-12 and Community College students in participating school districts, to ride fare free when riding with transit agencies participating in the program. The pilot was set two last years, during which time Metro would identify and pursue funding for the program. While funding has not yet been identified, the Metro Board recognized the benefits to students and families and in April 2023 voted to extend the pilot for an additional year, through FY24.

GTrans has been a participant of this program since November 1, 2021. Since that time, GTrans has boarded 195,838 students through the GoPass program, or roughly one percent of the 19,437,371 region-wide boardings. The cost to GTrans since the inception of our participation is \$137,086, which accounts for the lost fare revenue previously paid by students (\$0.70 per boarding). During this period, GTrans did not need to add service to accommodate the additional student ridership, and thus did not assume additional service costs.

As a whole, the program has proven to be a great benefit to students. Free access to public transportation increases students' mobility, school attendance, graduation rates, and access to social activities, promoting a better quality of life and better job opportunities. GTrans staff has been working closely with Gardena High School (GHS) staff on this program, as GHS students are the largest population of users of the GoPass on GTrans' service. GHS has provided critical feedback to GTrans regarding the GoPass' usage on our system and the value of the passes to its students, which include a specialized population (students experiencing homelessness and students in the foster program) of at least 10 percent.

In accordance with GTrans Major Service Change Policy, staff would like to extend the pilot

for this program to match the Metro pilot - through June 30, 2024 - in order to ensure continued eligibility for students using the GoPass on the GTrans system. Therefore, it is recommended that the Council approve the extension of GTrans' GoPass Program through June 30, 2024.

FINANCIAL IMPACT/COST:

GTrans has available funds to accommodate estimated cost of \$150,000 in fare revenue loss for the extension of the pilot program. At this time there is no anticipated service increases required. Costs were included in the FY24 budget previously approved by City Council. There is no impact to the General Fund.

ATTACHMENTS:

[GoPass Letter of Support from GHS 6_2023.pdf](#)

APPROVED:

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

Clint Osorio, City Manager

Los Angeles Unified School District
Local District South

Alberto M. Carvalho, Interim Superintendent of Schools
Michael Romero, Superintendent

Gardena High School

1301 W. 182nd Street
Gardena, California 90248-3398
Telephone: 310-354-5000
Fax: 310-366-6943

Frank Davies, Principal
Khary Wilder, Assistant Principal
Marisol Muniz, Assistant Principal
Judy Jackson, Assistant Principal
Laura Robles, Assistant Principal
Virginia Enriquez, Assistant Principal

June 6, 2023

Re: Go Pass Program

To Whom It May Concern:

My name is Diane Schweitzer and I have been working with the Go Pass program since the inception. This program is so important on our campus. I have distributed or redistributed over 1000 passes to our students.

Our school is currently at 10% or higher for specialized population (homeless and foster students) they are not provided a bus pass unless they live over 3 miles from the school. The Go Pass program give them immediate access to transportation to school no matter if they move.

"it gives them a tap card and a welcome to our school no matter what their issues are in daily life." Says Gardena Homeless Liaison.

This program is so beneficial to our daily attendance and the confidence that our students have a way to come to school and we are so grateful to have it.

Kind Regards,



Diane Schweitzer
Gardena Healthy Start Navigator

Zero-Emission Fleet Transition Plan



City of Gardena's GTrans

April 2022

Amended June 2023



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Executive Summary

The City of Gardena and its Department of Transportation (GTrans) operate under federal, state and local regulatory directives that guide the composition of its fleet and thus its supporting infrastructure to have a positive impact on climate change and a reduction of greenhouse gas emissions. In 2017, the Gardena City Council directed a fleet replacement plan that included a dual investment in zero and near-zero technologies, requiring a fleet composition of 80 percent Compressed Natural Gas (CNG) buses and 20 percent zero-emission battery electric buses. This directive furthered the City's already early investment into zero-emission buses, with the deployment of six buses starting in 2015.

Then in December 2018, the California Air Resources Board (CARB) adopted the Innovative Clean Transit (ICT) Regulation that mandated all public transit agencies to transition to a 100% zero-emission bus fleet by 2040. As a state that is often ahead of the curve on environmental initiatives, California transit agencies, like GTrans are well-positioned to meet these goals, provided adequate funding a technical support are provided.

Finally, with the signing of the 2021 Infrastructure Investment and Jobs Act, commonly known as the Bipartisan Infrastructure Law, new federal legislation includes \$39 billion of new investment to modernize transit and expand public transit options across every state in the country, replace thousands of deficient transit vehicles, including buses, with clean, zero emission vehicles, and improve accessibility for the elderly and people with disabilities.

In response to these directives, GTrans has developed a long-term plan to transition its fleet to 100 percent zero-emission battery electric buses. This document is intended to be a living document and will be updated as needed over the course of the transition, and as technology changes and matures.

Section A: Transit Agency Information

Transit Agency Name	City of Gardena GTrans
Mailing Address	13999 S. Western Avenue Gardena, CA 90249-3005
Air District	South Coast Air Quality Management District
Air Basin	South Coast Air Basin
Total Number of Buses in Annual Maximum Service	52
Population of Urbanized Area Served by Transit Agency (Census 2020)	463,968
Contact Information	Ernie Crespo Director of Transportation City of Gardena GTrans (310) 965-8801 ecrespo@gardenabus.com
Member of a Joint Group	No

Section B: Rollout Plan General Information

1. Does your transit agency's Rollout Plan have a goal of full transition to zero-emission technologies by 2040 that avoids early retirement of conventional transit buses (13 CCR § 2023.1(d)(1)(A))?

Yes

2. The ICT regulation requires 100% ZEB purchase in 2029. Conventional transit buses that are purchased in 2028 could be delivered in or after 2029. Please explain how your transit agency plans to avoid potential early retirement of conventional buses in order to meet the 2040 goal.

GTrans fleet transition schedule allows for the replacement of its conventional buses on or after the eligible retirement date as allowed by statute.

3. When did your transit agency's board or governing body approve the Rollout Plan?

- a. Rollout Plan's approval date

05/24/2022 (original), 6/27/2023 (update)

- b. Resolution number (optional)

N/A

- c. Is a copy of the board approved resolution attached to the Rollout Plan submitted to CARB (13 CCR § 2023.1(d)(2))?

Yes, see Appendix 1: City Council Adoption of Plan

4. Please provide contact information for CARB to follow up on details of the Rollout Plan, if needed.

- a. **Contact Name:** Dana Pynn
- b. **Title:** Transit Administrative Officer
- c. **Phone Number:** (310) 965-8811
- d. **Email:** dpynn@gardenabus.com

5. Who has created the Rollout Plan?

This plan was created in-house, with assistance from graduate students from UCLA Luskin School of Public Affairs

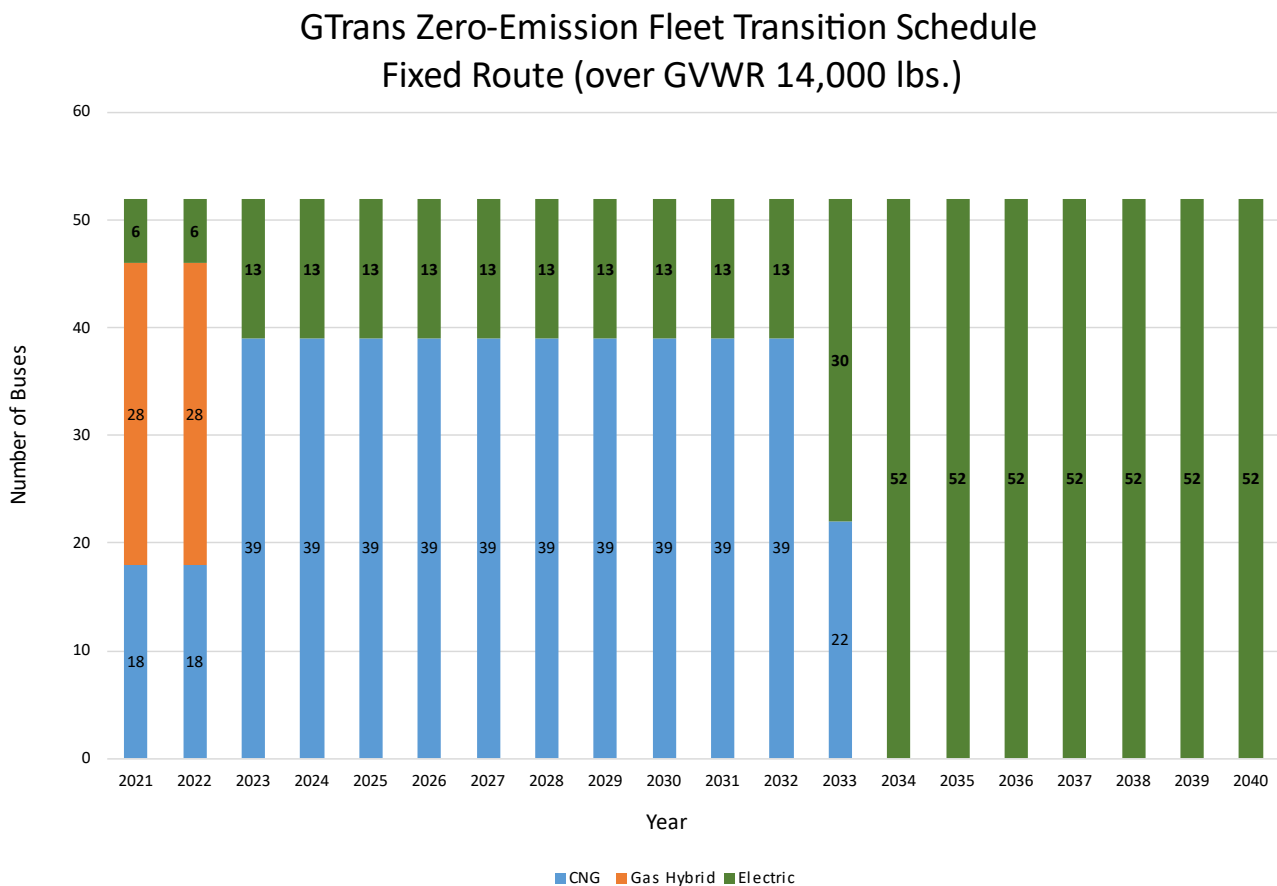
Section C: Technology Portfolio

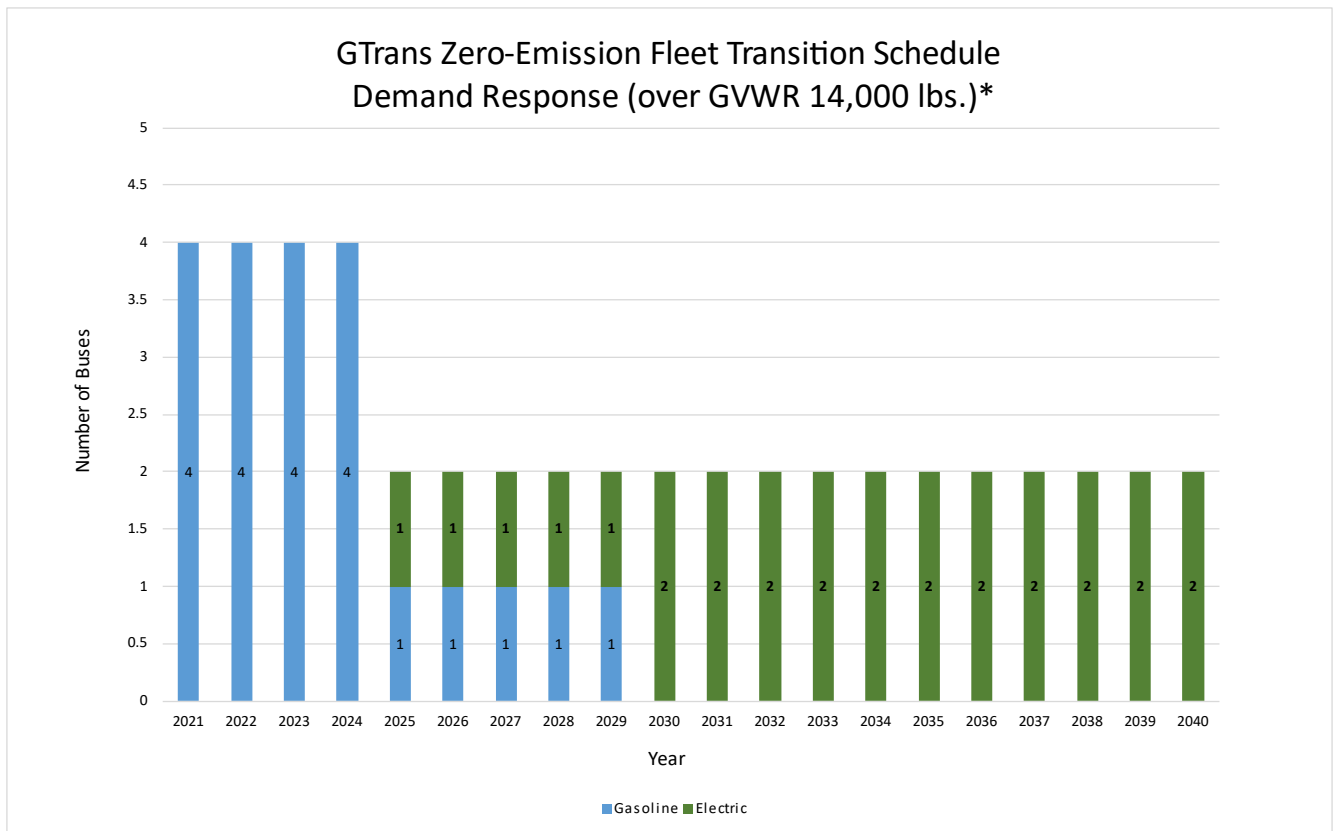
What type(s) of zero-emission bus technologies does your transit agency plan to deploy through 2040? (13 CCR § 2023.1(d)(1)(B))

At the end of 2023, GTrans will have completed its fleet replacement of its active fleet with a mixture of 80 percent Compressed Natural Gas (CNG) transit buses and 20 percent zero-emission battery electric buses. As an early adopter of zero-emission battery electric propulsion systems, GTrans deployed one traditional electric bus and five repowered electric buses starting in 2015. By 2034, GTrans will complete its transition to zero-emission technology with the purchase of battery electric buses for its future bus replacements.

GTrans has a small fleet of cutaway buses over a GVWR 14,000 lbs. used in its demand response service. GTrans will also complete its transition to zero-emission vehicles by 2030, with the purchase of two battery electric vehicles for its future replacements. Because of the lack of availability of OEM battery electric vehicles, GTrans intends to replace its cutaways with smaller vehicles that may fall beneath the 14,000 lb. threshold for GVWR.

FIGURE 1: GTrans' Active Fleet Transition Schedules





*GTrans is currently planning to reduce the total number of its cutaway vehicles and transition to smaller electric vehicles that fall below 14,000 lbs. GVWR

Section D: Current Bus Fleet Composition and Future Bus Purchases

1. Please complete Table 1 with information on each individual bus in your current bus fleet.

Table 1 represents GTrans fleet at the end of FY2022. Listed are vehicles that routinely operate in service, as well as a supporting contingency fleet.

TABLE 1: Bus Information for GTrans Current Bus Fleet

Number of Buses	Bus Manufacturer / Model	Bus Type	Engine Model Year	Bus Model Year	Fuel Type
18	ElDorado National/Axcess	40-foot	2020	2020	Compressed Natural Gas (CNG)
14	New Flyer/GE40LF	40-foot	2005	2005	Gasoline/Hybrid
17	New Flyer/GE40LF	40-foot	2009	2009	Gasoline/Hybrid
11	New Flyer/GE40LF	40-foot	2009	2010	Gasoline/Hybrid
1	New Flyer/GE40LF/ZEPS	40-foot	-	2005	ZEPS / Electric
1	New Flyer/GE40LF/ZEPS	40-foot	-	2009	ZEPS / Electric
3	New Flyer/GE40LF/ZEPS	40-foot	-	2010	ZEPS / Electric
1	BYD/K9	40-foot	-	2015	Electric
1	GCC Goshen Cutaway Coach	25-foot	2003	2003	Gasoline
2	GCC Goshen Cutaway Coach	25-foot	2011	2011	Gasoline
1	Starcraft Allstar	25-foot	2019	2019	Gasoline

2. Please complete Table 2 regarding expected future bus purchases, including the number of buses in total expected to be purchased or leased in the year of purchase. Identify the number and percentage of zero-emission buses of the total bus purchases each year, as well as bus types and fuel types. Identify the same type of information for purchases of conventional buses. Bus types include

standard, articulated, over-the-road, double decker and cutaway buses. For zero-emission technologies, please identify the fuel type as hydrogen or electricity and the type of charging technology (depot, wireless, and/ or on-route). For conventional technologies, identify the fuel type as diesel, compressed natural gas (CNG), liquefied natural gas (LNG), diesel hybrid (dHEB), gasoline hybrid (gHEB), propane, or gasoline. (13 CCR § 2023.1(d) (1) (D))

Table 2 illustrates a purchase forecast for GTrans to acquire ZEBs while maintaining reliable service. GTrans is in the fortunate position of being able to experience and become familiar with battery electric buses, while still having a long tested CNG technology to deliver reliable service. GTrans will benefit from improvements in the next 12 years that emerge in range and reliability. Years in which buses are not purchased are omitted from the table. In terms of cutaway buses, there is not currently an OEM that makes an electric cutaway. Aftermarket conversions are currently only available. Therefore, to get an OEM battery electric vehicle, the current option is the Ford E-Transit van, which is below the GVWR of 14,000 lbs. For continuity purposes we have included this purchase here. Should a larger OEM electric vehicle become widely available, GTrans may consider purchasing it instead.

TABLE 2: GTrans' Projected ZEB Bus/Cutaway Procurement

Timeline (Year)	Total Number of Buses to Purchase	Number of ZEB Purchases	Percentage of Annual ZEB Purchases	ZEB Bus & Fuel Type	Charging	Number of Conventional Bus Purchases
2024	6	6	100%	40' Electric Bus	Depot	0
2025	1	1	100%	20' Van	Depot	0
2030	1	1	100%	20' Van	Depot	0
2033	17	17	100%	40' Electric Bus	Depot	0
2034	22	22	100%	40' Electric Bus	Depot	0

3. Following the same bus purchase timeline as identified in Table 2, please identify in Table 3 the required operational range your future zero-emission buses should

have to be able to serve in your fleet. Please provide the estimated cost of each bus with that required operational range.

GTrans intends to purchase its zero-emission battery electric buses and vans from existing and available cooperative purchasing agreements. Table 3a below represents the costs from its most recent purchase from the State of Washington Cooperative Agreement. The cost does not include required chargers and related equipment. For vehicles to replace the cutaways, since there is not now an OEM battery electric cutaway, GTrans is planning to purchase a smaller, OEM zero-emission vehicle.

TABLE 3a: Estimated Costs of Future ZEB Purchases

Number of Buses	40' Zero-Emission Electric Buses
Average Bus Base Price from Washington State Contract:	\$837,500
Estimated Cost of Configurable Options:	\$150,000
Delivery:	\$6,500
Tax (10.25%):	\$101,219
Estimated Total Cost**:	\$1,095,219

Number of Vans	20' Zero-Emission Electric Vans
Average Van Base Price from CalACT:	\$141,025
Estimated Cost of Configurable Options:	\$25,000
Tax (10.25%):	\$6,371
Estimated Total Cost**:	\$172,396

**Steady cooperative pricing is assumed for modeling purposes, although there is not enough information to make a confident projection in future pricing.

TABLE 3b: Range and Estimated Costs of Future ZEB Purchases

Timeline (Year)	Number of ZEB Purchases	ZEB Bus & Fuel Type	Range per Bus	Estimated Cost per Vehicle
2024	6	40' Electric Bus	250-280 miles	\$1,095,219
2025	1	20' Van	180-230 miles	\$172,396
2030	1	20' Van	180-230 miles	\$172,396



2033	17	40' Electric Bus	250-280 miles	\$1,095,219
2034	22	40' Electric Bus	250-280 miles	\$1,095,219

4. Is your transit agency considering converting some of the conventional buses in service to zero-emission buses (13 CCR § 2023.1(d) (1) (E))

No

Section E: Facilities and Infrastructure Modifications

1. Please complete Table 5 with names, locations, and main functions of transit agency divisions or facilities that would be involved in deploying and maintaining zero-emission buses. *Please limit the facilities to bus yards and facilities with maintenance, fueling, and charging functions, and exclude other operational functions like training centers, information and trip planning offices, and administrative buildings. Please identify which facility(ies) require construction, infrastructure modifications, or upgrades to support your transit agency's long-term transition to zero-emission technologies and the estimated timeline for such an upgrade. Please also specify the type(s) of infrastructure planned in each division or facility and provide their service capacities (e.g. on-route high-power charging system) to deploy 20 BEBs in 2025) (13 CCR § 2023.1(d)(1)(C)) (required)*

TABLE 5: Facilities Information and Construction Timeline

Division/ Function	Address	Type of Infrastructure	Service Capacity	Needs Upgrade	Estimated Construction Timeline
GTrans Operations, Administration and Maintenance Facility	13999 S. Western Avenue, Gardena, CA 90249	CNG Fueling Station, Electric Charging Station, Solar Panels and Battery Storage	114 Buses	Yes	2023-2024

2. Regarding the information provided in Table 5, please explain the types of necessary upgrades or infrastructure modifications each facility or division needs to support your transit agency's long-term transition to ZEB. Please also provide the specification of each infrastructure in the related facility or division before and after the upgrades or modifications.

Currently, GTrans has the infrastructure to support the fueling of its gasoline hybrid buses and charge its existing six battery electric buses. GTrans is in the middle of a project to construct a CNG fueling station along with maintenance bay upgrades to accommodate the maintenance and repair of CNG buses. As GTrans transitions away from gasoline and towards its CNG and ultimately electric bus fleet, several infrastructure upgrades will need to be completed. GTrans will construct a charging station in 2023, through Southern California Edison's ChargeReady Program. This will allow for the charging of up to 14

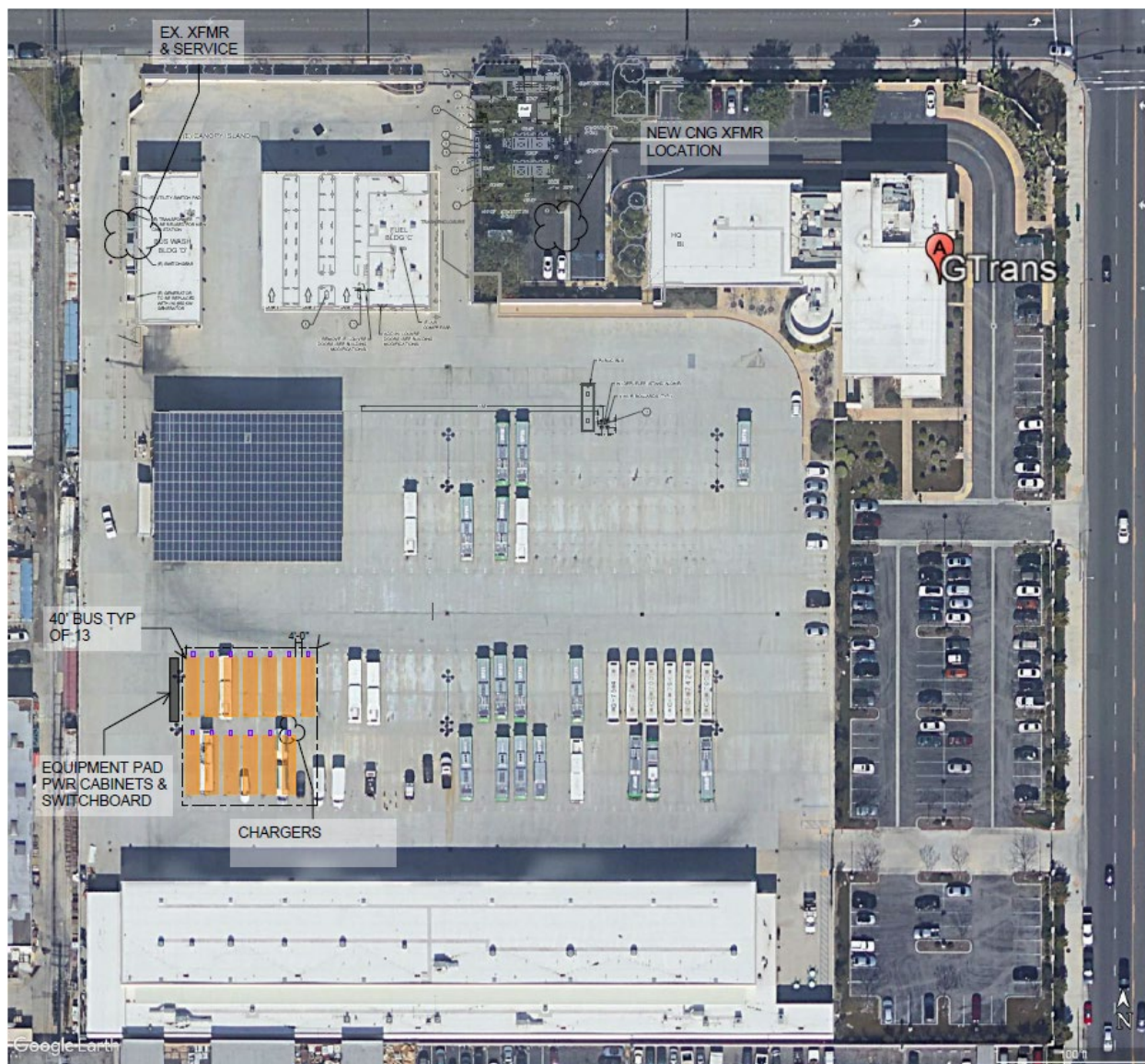
electric buses initially and lay the groundwork for the transition to add chargers as needed, and in accordance with the procurement schedule. In addition, GTrans is also planning to expand its deployment of solar panels throughout its facility, which includes installation of solar panels atop new parking covers, and existing buildings. This will be in conjunction with the addition of battery storage and the implementation of microgrid charging management software.

**3. Do you expect to make any modifications to your bus parking arrangements?
Explain the modifications and why they are needed.**

Yes, GTrans has plans to place the charging cabinets and infrastructure in the yard at the southwest corner, which was previously used for bus parking. Buses will now be parked elsewhere allowing for an updated traffic management and fueling plan. See Figure 1 below.



FIGURE 1: GTrans Preliminary Charging/Parking Plan



4. Do you expect to need additional parking spaces for completing the transition to zero-emission technologies? Explain why.

No. The GTrans yard was originally designed to accommodate 114 buses, allowing for significant expansion, which is not currently planned for the agency. The Yard size allows for sufficient parking.

5. In Table 6, please identify the propulsion system of all buses that will be dispatched from the facilities identified in Table 5.

TABLE 6: NOx-Exempt Area and Electric Utilities' Territories

Division/Facility Name	Type(s) of Bus Propulsion Systems	Located in NOx Exempt Area?	Name(s) of Electric Utility in Service Area
GTrans Operations, Administration and Maintenance Facility	CNG, Gasoline/Hybrid, Electric	No	Southern California Edison

Please identify the electric utilities in your transit agency's service area. Southern California Edison.

Southern California Edison (SCE). GTrans has had a productive relationship with SCE over the past several years. Beginning with the conversion of five conventional buses to electric propulsion systems, SCE and GTrans worked together to ensure a successful deployment. This partnership has grown since then as GTrans applied to the ChargeReady program, which offers program funded utility distribution infrastructure upgrades and rebates to offset the costs associated with purchasing and installing qualifying EV charging equipment. GTrans is now in the planning stages with SCE to deploy this program.

Section F: Providing Service in Disadvantaged Communities

1. Does your transit agency serve one or more disadvantaged communities, as listed in the latest version of CalEnviroScreen?

Yes

a. If yes, please describe how your transit agency is planning to deploy zero-emission buses in disadvantaged communities (13 CCR § 2023.1(d) (1) (F)).

Vehicle deployment refers to the process by which transit vehicles are placed into service on routes throughout the transit system to ensure that all communities receive the same benefits derived from the transit vehicles. The location of GTrans' routes rank in the 96-100 percentile of the CalEnviroScreen's and the 90-95th percentile on the EPA's EJ Mapping tool showing environmental justice population.

The deployment also supports the federal Justice40 Initiative by promoting clean energy and sustainable transportation to the federally designated Historically Disadvantaged Communities (DAC). Over 86 percent of the census tracts along routes within GTrans' service area have four or more Transportation Disadvantage Indicators, using the USDOT mapping tool. The deployment of zero emission electric buses contribute to a reduction of greenhouse gases and improved air quality throughout service area where vehicles are deployed, and thus positively impacting the 'pollution burden' for disproportionately harmed communities of color and low-income communities. Barring restrictions of certain vehicles fleets, vehicles are distributed across the routes equitably by age.

b. Please complete Table 7 with the estimated number of zero-emission buses your transit agency is planning to deploy in disadvantaged communities and the estimated timeline.

As the new zero-emission buses arrive, they are deployed equitably across all routes by age. Therefore disadvantaged communities will be immediately served by the new buses as they are put into service.

TABLE 7: Service in Disadvantaged Communities Using CalEnviroScreen

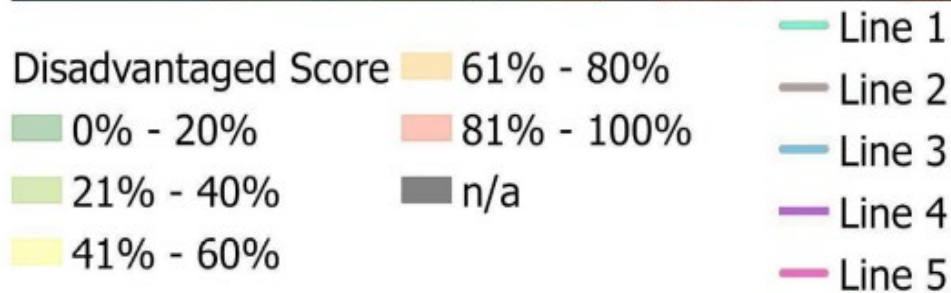
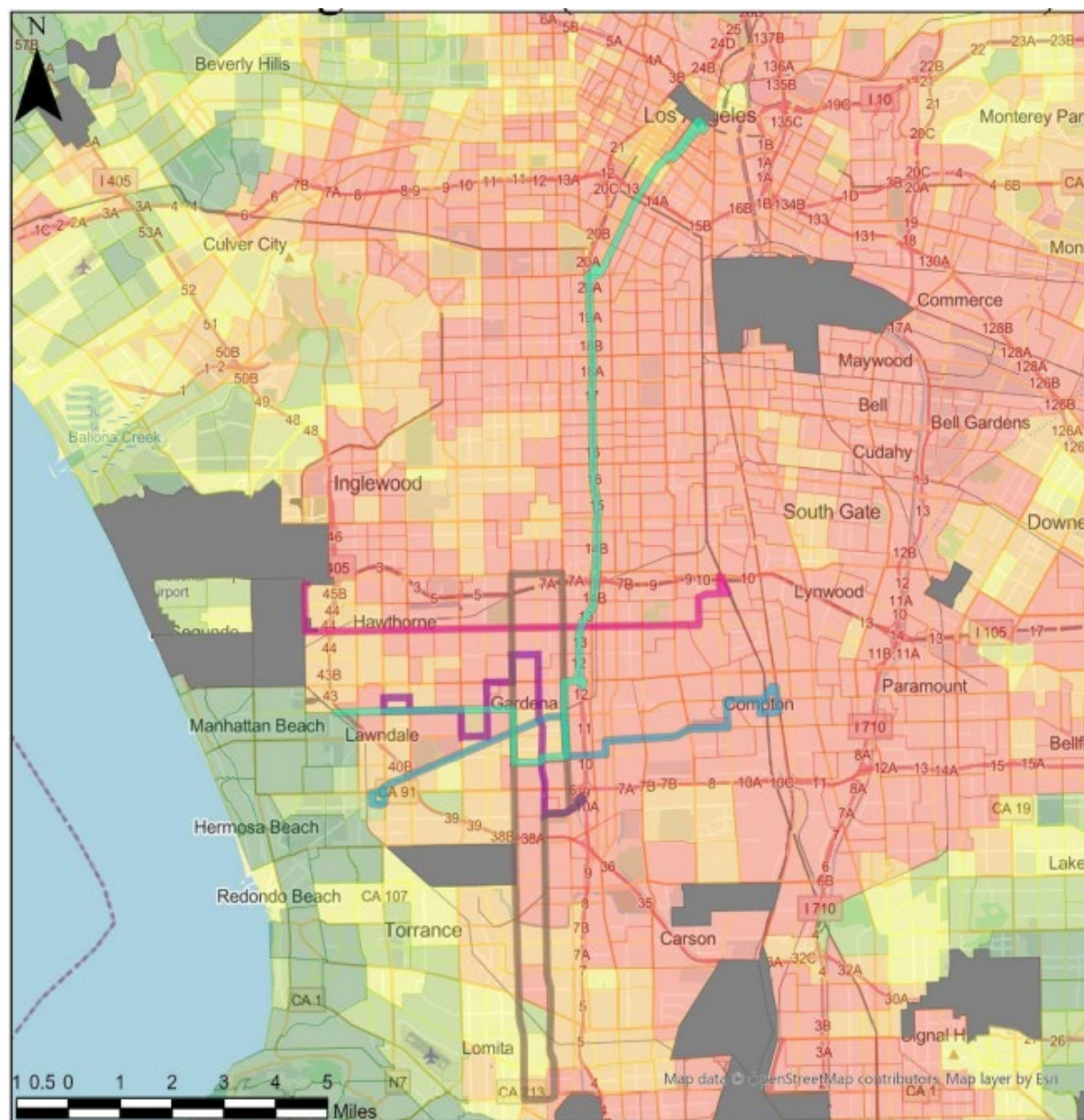


TABLE 8: Census Tracts Having Disadvantaged Communities

Division/ Facility Name	Census Tracts
GTrans Operations, Administration and Maintenance Facility 13999 S. Western Avenue, Gardena, CA 90249	6037206020, 6037206031, 6037206200, 6037206300, 6037207101, 6037207102, 6037207103, 6037207301, 6037207302, 6037207400, 6037207502, 6037207710, 6037207900, 6037222700, 6037224010, 6037224020, 6037224200, 6037224410, 6037224420, 6037224600, 6037224700, 6037226001, 6037226002, 6037226410, 6037226420, 6037226700, 6037227010, 6037228310, 6037228320, 6037228410, 6037228420, 6037228500, 6037231100, 6037231220, 6037231710, 6037231720, 6037231800, 6037231900, 6037232120, 6037241001, 6037241002, 6037241202, 6037241300, 6037241400, 6037242600, 6037242700, 6037243100, 6037291110, 6037291120, 6037291130, 6037291210, 6037291220, 6037291300, 6037292000, 6037293201, 6037293202, 6037293301, 6037293302, 6037293304, 6037293307, 6037294410, 6037294421, 6037540400, 6037540501, 6037540600, 6037540700, 6037540800, 6037540901, 6037540902, 6037541001, 6037541002, 6037541100, 6037541200, 6037541300, 6037541400, 6037541500, 6037541603, 6037541605, 6037541606, 6037542401, 6037542501, 6037542502, 6037542601, 6037542602, 6037542700, 6037542800, 6037542900, 6037543000, 6037543100, 6037543201, 6037543202, 6037543501, 6037543502, 6037543503, 6037543602, 6037543603, 6037543604, 6037600302, 6037600303, 6037600304, 6037600400, 6037602105, 6037602106, 6037602200, 6037602301, 6037602302, 6037602402, 6037602403, 6037602404, 6037602504, 6037602505, 6037602506, 6037602507, 6037602508, 6037602509, 6037602600, 6037602700, 6037602801, 6037602802, 6037602900, 6037603001, 6037603004, 6037603005, 6037603006, 6037603101, 6037603102, 6037603200, 6037603301, 6037603302, 6037603400, 6037603500, 6037603600, 6037603702, 6037603703, 6037603704, 6037603801, 6037603802, 6037603900, 6037604001, 6037604002, 6037604100, 6037620001, 6037620002, 6037620101, 6037620102, 6037620521, 6037620601, 6037620602, 6037650001, 6037650003, 6037650004, 6037650101, 6037650102, 6037650200, 6037650300, 6037650401, 6037650501, 6037650901, 6037650902, 6037651001, 6037670001, 6037670002, 6037670100, 6037980005, 6037980013


Section G: Workforce Training

1. Please describe your transit agency's plan and schedule for the training of bus operators and maintenance and repair staff on zero-emission bus technologies (13 CCR § 2023.1(d)(1)(G)). (Required)

The full transition to zero-emission buses will alter GTrans' service and operations, although with its current experience, GTrans will have a good idea of what it will entail. While training was already conducted with maintenance, operations, and bus operators to accommodate GTrans current fleet of six zero-emission buses, future training will certainly be needed as new fleet manufacturers are selected and technologies advance with each zero-emission purchase.

Such a transition will be accomplished through a combination of in-house training, and training provided by the OEMs and the California Regional Transit Training Consortium (RTTC) a partnership between educational institutions and transit agencies designed to design and deliver relevant training. GTrans will ensure advanced requirements for training equipment, content and methods will be included with the prospective manufacturer up front. Since battery technology is rapidly evolving, it is likely that buses and their supporting battery chemistries and software will change between 2023 and 2034, therefore, GTrans' future procurements/deliveries will require refresher or updated trainings for relevant staff.

GTrans has already implemented and continues to implement a number of training programs attended by its bus operators, mechanics, utility maintenance workers, and supervisors on an annual basis, including new operator training and GTrans' State Mandated Annual Refresher Training (SMART). These trainings are provided by experienced GTrans staff. Additionally, manufacturers of the zero-emission bus equipment such as the bus, charge management software, and charging equipment can provide training, including train-the-trainer courses, as it is often included in the procurement contract. These trainings encompass all propulsion technologies at GTrans, namely CNG, Gas Hybrid, and Battery Electric. The in-house curriculum includes New Bus Training, which incorporates pre-trip inspections, door operations, emergency equipment operations, steering, operational concerns, DMV pretrip, bus components, and other portions of the bus functions and operations across bus technologies. Maintenance trainings are also an imperative element of the bumper to bumper technical training curriculum for mechanics, utility workers, and supervisors that focus



on preventive maintenance requirements, hazards related to high voltage, personal protective equipment as required, component training and charging and fueling source training. These curricula take approximately three weeks to develop. Curricula generally includes a train-the-trainer mechanism of generational experiential learning within the organization. Operators train to drive the zero-emission buses, in addition to completing the content training courses which cover standard operating procedures: braking, steering, turns, bus inspections, pre-trip inspections, farebox operations, fare structure, fare media, and aiding customers with disabilities and their mobility devices.

To follow is a general list of GTrans personnel that will need zero-emission bus training, along with identified additional personnel and positions that will require some basic level of training when it comes to the full deployment of zero-emission buses:

- Bus Operators – Bus Operators will need to be familiarized with the buses, safety, bus operations, and charging operations.
- Facilities Maintenance Staff and Maintenance – Maintenance staff will need to be familiarized with scheduled and unscheduled repairs, high-voltage systems, and the specific maintenance and repair of equipment.
- First Responders – Local fire station staff will need to be familiarized with the new buses and supporting facilities.
- Tow Truck Service Providers – Tow truck providers will need to be familiarized with the new buses and proper procedures for towing ZEBs.
- Body Repairers – Autobody repair contractors will need to be familiarized with the safety-related features and other components of ZEBs.
- Utility Service Workers – Staff will become familiarized with proper charging protocol and procedures that are ZEB-specific.
- Transit Operations Supervisors – Operations Supervisors will need to be familiarized with ZEBs as they provide frontline supervision, inspection, and troubleshooting for Bus Operators.
- Training Department – Members of the Training Department must have overall familiarity with ZEBs as they teach the Bus Operators how to operate all bus types.

Section H: Potential Funding Sources

1. Please identify all potential funding sources your transit agency expects to use to acquire zero-emission technologies (both vehicles and infrastructure) (13 CCR § 2023.1(d)(1)(H)).

GTrans is prepared to pursue potential federal, state, local, and project-specific funding and financing sources that could provide this additional, necessary support as it transitions to 100 percent zero-emission bus fleet and supporting infrastructure over the next decade. While the funding opportunities below are mentioned by name, GTrans will not be limited to these sources only and will regularly assess opportunities for fiscal support for the ZEB program.

TABLE 9: Potential Funding for Transition to Zero-Emission

Type	Agency	Program
Federal	Federal Transit Administration (FTA)	Bus and Bus Facilities Discretionary Grant Program
		Low or No Emissions Vehicle Grant Program
		Urbanized Area Formula Section 5307 Funds
State	California Air Resources Board (CARB)	Hybrid and Zero Emission Truck and Bus Voucher Incentive Program (HVIP)
		State Volkswagen Settlement Mitigation
		Program Cap Trade Funding
	California Department of Transportation	Energy Infrastructure Incentives for Zero-Emission Commercial Vehicles (EnergIZE Commercial Vehicles)
		Senate Bill 1 State of Good Repair (SGR)
Local	Los Angeles County Metropolitan Transportation Authority (Metro)	Transit and Intercity Rail Capital Program (TIRCP)
		Low Carbon Transit Operations Program (LCTOP) funding
		Municipal Operators Service Improvement Program (MOSIP)
		Measure R (half-cent sales tax)



Appendix 1: City Council Adoption of Plan

GTrans Special Transit Cutaway Vehicle





PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

Regular PEQC Meeting Notice and Agenda

Website: www.cityofgardena.org

Tuesday, June 20, 2023 – 7:00 PM

1700 W. 162nd Street, Gardena, California

REPORT OF ACTIONS

6. PUBLIC HEARING ITEMS

6.A ZONE TEXT AMENDMENT #3-23

The Planning Commission considered a recommendation to the City Council on adoption of an ordinance amending Title 18 and adding Chapter 5.76 to Title 5 of the Gardena Municipal Code relating to regulations for short term home sharing rentals.

[Staff Report \(STHS\).pdf](#)

[Attachment A - Resolution No. PC 10-23.pdf](#)

[Revised Draft Ordinance No. 1854.pdf](#)

Commission Action: Planning Commission approved resolution No. PC 10-23, recommending that the City Council adopt Ordinance 1854, with modifications to permit issuance, timeframes for compliance, and applicability to extensions.

6.B ZONE TEXT AMENDMENT #4-23

Recommendation to the City Council on Ordinance No. 1856 making amendments to Chapter 18.13 of the Gardena Municipal Code relating to accessory dwelling units.

[Continuation_Memo.pdf](#)

Commission Action: No action was made by the Planning Commission. This item will be brought back to the Commission at a future meeting and re-noticed in the newspaper.

6.C ZONE TEXT AMENDMENT #5-23

The Planning Commission considered a recommendation to the City Council on Ordinance No. 1857 making amendments to Section 18.12.060 of the Gardena Municipal Code relating to relating to two-unit housing developments

[Staff Report \(SB 9\).pdf](#)

[Attachment A - Resolution PC No. 12-23.pdf Ordinance](#)

[Attachment B - Public Notice.pdf](#)

Commission Action: Planning Commission approved Resolution No. 12-23, recommending that the City Council adopt Ordinance No. 1857.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 12.A
Section: DEPARTMENTAL
ITEMS - ADMINISTRATIVE
SERVICES
Meeting Date: June 27, 2023

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

AGENDA TITLE: PUBLIC HEARING: RESOLUTION NO. 6635, Adopting the City of Gardena's Amended Budget for Fiscal Year 2023-2024

COUNCIL ACTION REQUIRED:

Staff Recommendation: Staff respectfully recommends that the City Council open the public hearing, receive testimony, allow three (3) minutes for each speaker; and Adopt Resolution No. 6635, Amending the Budget for Fiscal Year 2023-2024

RECOMMENDATION AND STAFF SUMMARY:

Presented for Public Hearing and the City Council consideration is the City of Gardena's Proposed Amended Budget for Fiscal Year 2023-2024, including General Fund, Enterprise Funds, Capital Improvement Fund (CIP), Internal Service Funds, Debt Service Funds and Special Revenue Funds.

The proposed amended budget was presented to the City Council and the public at the May 23, 2023 City Council meeting and staff conducted a Budget Forum at the Nakaoka Community Center on June 7, 2023 as well as a Virtual Budget Forum via the zoom application on June 14, 2023. The proposed budget was public noticed in the Gardena Valley News in the June 15, 2023 edition. The proposed amended budget has been made available for review on the City's website and in the City Clerk's office since May 23, 2023.

The proposed amended budget is based on conservative revenue and expenditures, is structurally balanced and reports a General Fund surplus of \$170,857. The delta for total revenues and total expenditures for all funds is primarily due to the timing of Special Revenue Funds. Staff recommends the City Council adopt Resolution No. 6635, thereby adopting the amended budget for Fiscal Year 2023-2024.

Copies of the Adopted Budget will be available for review on the City's website at <https://cityofgardena.org/city-budget/> and in the City Clerks Office.

FINANCIAL IMPACT/COST:

Fund Type	Proposed Amended Revenue Budget FY 2023-2024	Proposed Amended Expenditure Budget FY 2023-2024

General Fund	\$82,002,199	\$81,831,342
Enterprise Fund- Gtrans	\$50,068,535	\$50,068,535
Enterprise Fund- Sewer	\$2,686,450	\$2,082,172
Internal Service Funds	\$16,428,386	\$16,498,533
Debt Service Funds	\$19,440,191	\$19,440,191
Capital Improvement Fund (CIP)	\$50,894,884	\$50,894,884
Special Revenue Funds	\$60,472,459	\$70,365,655
Total	\$281,993,104	\$291,181,312

ATTACHMENTS:

[Proposed Amended FY 2023-2024 Budget.pdf](#)

[Resolution NO.6635.pdf](#)

APPROVED:



Clint Osorio, City Manager

CITY OF GARDENA



PROPOSED AMENDED BUDGET FISCAL YEAR 2023-2024

GARDENA

**CITY OF GARDENA
PROPOSED AMENDED BUDGET FISCAL YEAR 2023/2024
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**CITY MANAGER'S
BUDGET MESSAGE
PROPOSED AMENDED
BUDGET
FISCAL YEAR 2023/2024**

TASHA CERDA, *Mayor*
PAULETTE FRANCIS, *Mayor Pro Tem*
MARK E. HENDERSON, *Councilmember*
RODNEY G. TANAKA, *Councilmember*
WANDA LOVE, *Councilmember*



MINA SEMENZA, *City Clerk*
GUY MATO, *City Treasurer*
CLINT D. OSORIO, *City Manager*
CARMEN VASQUEZ, *City Attorney*

CITY MANAGER'S BUDGET MESSAGE

PROPOSED AMENDED BUDGET – FISCAL YEAR 2023/2024

HONORABLE MAYOR AND CITY COUNCIL:

Presented for City Council is the proposed amended budget for Fiscal Year 2023/2024. This proposed amended budget details the City's plan to continue fiscal prudence and transparency while expanding valuable programs and services for our community.

We have the largest proposed amended all funds expenditure budget in the City's history with a total of \$291 million which includes; \$81.8 million budgeted General Fund, \$50.1 million budgeted for the City's GTrans Fund, \$70.4 million budget for the City's Special Revenue funds, \$16.5 million in Internal Service Funds, \$19.4 million in Debt Service Funds, \$2.1 million in Sewer Fund, and \$50.9 million in Capital Improvement Project budget.

This will be the City's largest Capital Improvement Project (CIP) budget in the history of the City with the amount of \$50.9 million. The City continues to make significant capital investments with \$16 million budgeted for the Gardena Community Aquatic & Senior Center, \$1 million for the new Rosecrans Community Center and \$7.6 million for the Mas Fukai Park Rehabilitation. The remaining \$26.3 million will be utilized to maintain City streets, sewers, storm drains, sidewalks, curbs, crosswalks, signs, various park & facility projects, and traffic signals.

FISCAL YEAR 2023/2024 PROPOSED AMENDED BUDGET:

As background, staff developed the original two-year budget for the fiscal years 2022/2023 & 2023/2024, which was approved by City Council on June 28, 2022. At the time the original budget was developed, the outlook for the economy was bleak with a forecasted recession looming, increasing inflation and rising costs throughout the economy.

As we go through fiscal year 2022/2023, we did not see the previously predicted recession materialize and it was the opposite as the City's financial position improved during that time compared to the budgeted amounts. We are currently projecting an increase in General Fund revenues for Fiscal Year 2022/2023 with total of \$76.6 million and projected revenue of \$79.6 million or an increase of an estimated \$3 million compared to the budget. General Fund expenditures for Fiscal Year 2022/2023 were originally adopted at \$76.6 million and is currently projected to be \$79.3 million for an increase of \$2.6 million. As a result of these projections, the City's original adopted surplus of \$37,008 has been estimated to increase to \$327,458. Based on the positive projected economic conditions in Fiscal Year 2022/2023, staff completed a comprehensive review of the revenues and expenditures originally budgeted for and worked in conjunction with the various City departments to amend the Fiscal Year 2023/2024 Budget to be more in line with the current economic environment and meet the updated needs of all the departments.

The total proposed amended City budget consists of General Fund revenues, Special Revenue Funds such as grant funds, and Enterprise Funds for the Transportation Department and City Sewer Maintenance Program. Only General Fund revenue is at the full discretion of the City Council for spending appropriations. All other revenue is otherwise restricted because of the funding sources. Proposed amended expenditures are based upon meetings and discussions with departments to determine their needs for their present and future department expectations. Proposed amended revenue forecasts are based on historical revenue trends, discussion with the various departments to see current and upcoming trends, consultant based professional forecasted projections, and current economic conditions. The proposed amended budget for the General Fund will be structurally balanced with a revised projected surplus of \$170,857. Special Revenue Funds are budgeted based on *all available funds* which includes the total of projected new revenue for the fiscal year and any carry-over funds which have already been received but not yet spent. Special Revenue Funds are structurally balanced including carry-over funds from the prior fiscal years. The proposed amended budget shows a surplus with General Fund revenue budgeted for Fiscal Year 2023/2024 at \$82,002,199 an increase of \$4.4 million or 5.7% from the originally adopted budget and proposed amended expenditures of \$81,831,342 an increase of \$4.2 million or 5.5% from the originally adopted budget for a net surplus of \$170,857 an increase of \$133,849. Proposed Amended Fiscal Year 2023/2024 total revenues for all funds, including transfers, are \$281,993,104 with expenditures, including transfer out, at \$291,181,312. The delta for total revenues and total expenditures for all funds is due to the timing of the Special Revenue Funds.

GENERAL FUND PROPOSED AMENDED REVENUE AND EXPENDITURES

Revenue Sources	Proposed Amended Fiscal Year 2023-2024
Sales and Use Tax	\$ 27,151,875
Card Club Gross Revenue Fees	9,193,600
Property Tax	9,945,583
Vehicle License Fees	7,962,464
Utility Users Tax	5,962,277
Business License Tax	2,811,375
Franchise and Other Taxes	4,879,429
License and Permits	1,968,790
Fines and Forfeitures	1,220,929
Investment Income	355,000
Intergovernmental	537,500
Current Service Charge	2,556,467
Other Revenue	512,036
Transfer In	4,242,486
Charges to Other Funds	2,702,388
TOTAL REVENUES	\$ 82,002,199
Department Expenditures	Proposed Amended Fiscal Year 2023-2024
Police	\$ 34,809,188
Public Works	6,979,413
Non-Departmental including Fire and RCC	14,640,514
Recreation & Human Services	5,066,301
Community Development	3,041,130
Elected and Executive Offices	2,859,708
Administrative Services	2,867,417
Transfers Out	11,567,671
TOTAL EXPENDITURES	\$ 81,831,342
REVENUES OVER EXPENDITURES	\$ 170,857

COUNCIL POLICY DIRECTION

The City Councils focus and commitment to our community, in conjunction with the efforts of management and staff, resulted in the following:

- Measure G Revenue is now \$11.4 Million or 14% of the General Fund Revenue Budget
- CIP Proposed Amended Budget for FY 2023/2024 is \$50.9 Million the largest one-year CIP budget in the City's history
 - \$16 Million for the Community Aquatic & Senior Center Project
 - \$7.6 Million for Mas Fukai Park Improvement Project
- The City added several grants to the proposed amended budget for FY 2023/2024
 - \$4 Million for the Digital Divide
 - \$2 Million for the Gardena Blvd Revitalization
 - \$1 Million for Rosecrans Community Building Project
 - \$250K for Façade Improvement Program
- The City continues in its efforts of transparency. See QR codes below to access the Financial Transparency Dashboard and the proposed amended budget document.

ACCESS THE PROPOSED AMENDED BUDGET HERE:



ACCESS THE DASHBOARD HERE:



IN CONCLUSION:

The Fiscal Year 2023/2024 proposed amended budget has been developed to strike a thoughtful balance between the short-term and long-term. What I hope to accomplish with this budget is to provide the Council with a comprehensive framework with which to make decisions. Even in challenging times, hope and opportunities abound. Decisions that are being made now will help maintain sustainability that will serve Gardena well in the future.

I would like to acknowledge Department Heads, Budget Coordinators, and the Administrative Services Budget Team, under the direction of Ray Beeman, Director of Administrative Services, who worked as a cohesive team to amend our annual budget. I also want to thank the leaders of the Gardena Police Officers Association (GPOA), the Gardena Management Employees Organization (GMEO), and the Gardena Municipal Employees Association (GMEA), who are an important part of the team, as they faithfully represent the interests of their membership and work with City management for the benefit of this community.

Respectfully submitted,



CLINT D. OSORIO, MPA
City Manager



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Gardena
California**

For the Biennium Beginning

July 01, 2022

Christopher P. Morrell

Executive Director

HIGHER QUALITY OF LIFE

...ACHIEVED BY CONSISTENT & CONTINUOUS IMPROVEMENT



OUR MISSION

The elected leadership and employees of the City of Gardena individually and collectively are committed to maintaining an efficient and effective government that ensures the highest quality of life, a safe and attractive environment, and a sound economic future for the community.

OUR VISION

We envision Gardena as one of the most desired communities in which to live, do business, work, and play in the South Bay.

OUR DUTY

As public servants it is our duty and our desire to provide reliable service guided by our commitment to these Core Values.

ORGANIZATIONAL VALUES

- Fiscal Accountability & Sustainability
- Workforce Excellence
- Community Involvement

COMMUNITY VALUES

- Safe Community Environment
- Sustainable Economic Development
- Attractive & Livable Neighborhoods

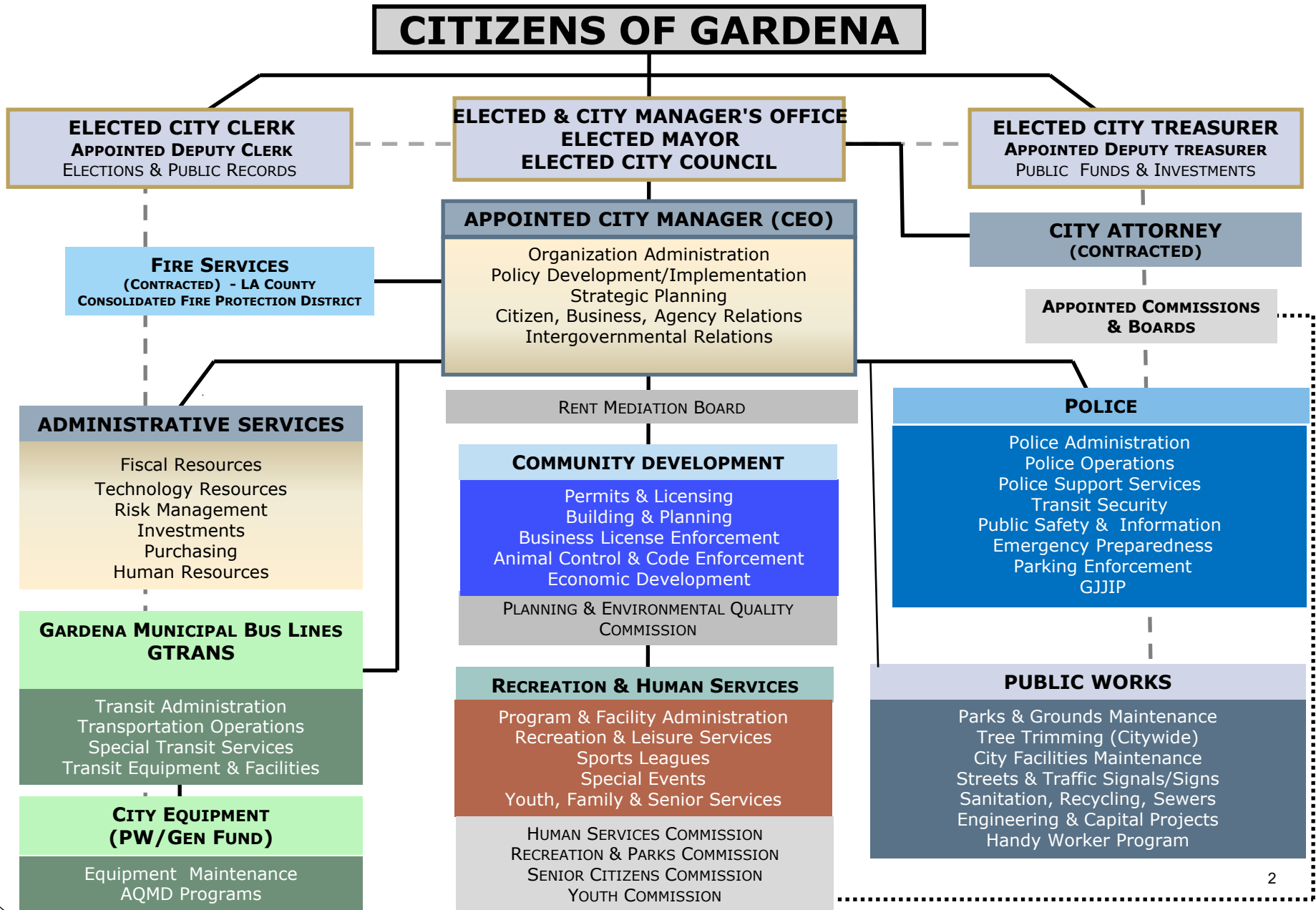


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GENERAL INFORMATION

CITY OF GARDENA ORGANIZATION CHART



CITY OFFICIALS

MAYOR AND CITY COUNCIL

Tasha Cerda, Mayor

Occupation: Insurance Agent
Elected: City Clerk – March 2009
Appointed: Councilmember – September 2009
To fill unexpired term due to resignation of Councilmember
Elected: Councilmember – March 2011
Elected: Councilmember – March 2013
Elected: Mayor – March 2017
Elected: Mayor – June 2022
Current Term Expires: June 2026

Paulette C. Francis, Mayor Pro Tem

Occupation: Teacher
Elected: Councilmember – March 2020
Current Term Expires: March 2024

Wanda Love, Councilmember

Occupation: Chamber Director/Business Owner
Elected: Councilmember – June 2022
Current Term Expires: June 2026

Mark E. Henderson, Councilmember

Occupation: College Professor
Elected: Councilmember – March 2015
Elected: Councilmember – March 2020
Current Term Expires: March 2024

Rodney G. Tanaka, Councilmember

Occupation: Retired Police Lieutenant/Licensed Pastor
Elected: Councilmember – March 2017
Elected: Councilmember – June 2022
Current Term Expires: June 2026

CITY CLERK AND CITY TREASURER

Mina Semenza, City Clerk

Occupation: Real Estate
Elected: City Clerk – March 2013
Elected: City Clerk – March 2017
Elected: City Clerk – June 2022
Current Term Expires: June 2026

Guy Mato, City Treasurer

Occupation: Businessman
Elected: City Treasurer – June 2022
Current Term Expires: June 2026

APPOINTED OFFICIALS

Clint D. Osorio, City Manager

Appointed Acting City Manager in June 2019
Appointed City Manager in December 2019

Carmen Vasquez, City Attorney

Appointed as Contract City Attorney in January 2020

Lisa Kranitz, Assistant City Attorney

Appointed as Contract City Attorney in February 2009

EXECUTIVE STAFF – (All Appointed)

Michael Saffell, Chief of Police

Ray Beeman, Director of Administrative Services

Greg Tsujiuchi, Community Development Director

Ernie Crespo, Transportation Director

Stephany Santin, Director of Recreation & Human Services

Allan Rigg, Director of Public Works

Brian Bennett, Los Angeles County Assistant Fire Chief

ELECTED & ADMINISTRATIVE OFFICES**Mayor**

Tasha Cerda (310) 217-9507

Mayor Pro Tem

Paulette C. Francis (310) 217-9507

Councilmembers

Rodney G. Tanaka (310) 217-9507

Mark E. Henderson (310) 217-9507

Wanda Love (310) 217-9507

City Clerk's / City Treasurers Offices**City Clerk**

Mina Semenza (310) 217-9565

Deputy City Clerk

Becky Romero (310) 217-9566

City Treasurer

Guy Mato (310) 217-9664

Deputy City Treasurer

Danny Rodriguez (310) 217-9693

Administrative Offices**City Manager**

Clint D. Osorio (310) 217-9503

City Attorney

Carmen Vasquez (310) 217-9544

Director

Ray Beeman (310) 217-9502

POLICE DEPARTMENT**Chief of Police**

Michael Saffell (310) 217-9601

RECREATION & HUMAN SERVICES**Director**

Stephany Santin (310) 217-9537

GTRANS**Director**

Ernie Crespo (310) 965-8888

COMMUNITY DEVELOPMENT**Director**

Greg Tsujiuchi (310) 217-9526

PUBLIC WORKS**Director**

Allan Rigg (310) 217-9570

LA County Fire Department**Assistant Fire Chief**

Brian Bennett (310) 329-3315

Gardena Station 162nd Street

Gardena Station 135th Street

BUDGET GOAL

To develop and maintain a structurally balanced budget that maximizes all City resources necessary to build, sustain, and enhance the City's future.

BUDGET TEAM

CITY MANAGER – CLINT D. OSORIO

DIRECTOR OF ADMINISTRATIVE SERVICES – RAY BEEMAN

Budget Managers – Khoi Quach, Yurina Kim, Danny Rodriguez, Mary Simonell

BUDGET COORDINATORS

Elected and City Manager's Offices - Alejandra Orozco, Becky Romero

Police - Captain Todd Fox, Captain Vince Osorio, Mayra Maciel

Public Works - Kevin Kwak, Kevin Thomas, Kim Nolan

Community Development - Greg Tsujiuchi, Amanda Acuna

Recreation & Human Services - Christina Weldin, Nikki Sweeney, Nicola Howard, Adrianna Renteria

Capital Improvement Projects - Kevin Kwak

Transportation Department - Ernie Crespo, Dana Pynn, Jennifer Abro

BUDGET PROCESS

MISSION OF THE BUDGET PROCESS: To help decision makers make informed choices about the provision of services and capital assets and to promote stakeholder participation in the process. - Government Finance Officers Association (GFOA)

BUDGET GOAL: To develop and maintain a structurally balanced budget that maximizes City resources necessary to build, sustain and enhance the City's future.

Preparation and adoption of the fiscal year budget is guided by the following five organizational principles set by the City Council:

1. Fiscal Integrity and Long-Term Financial Stability
2. Quality Economic Development
3. Workforce Excellence
4. Continually Improving Quality of Life for Residents
5. Maintaining an Attractive, Vital Livable Community

BUDGET OBJECTIVES: These organizational principles translate into the following budget objectives:

1. Establishing budgetary and fiscal policies that address current needs and set the foundation for future decisions.
2. Adopting a structurally balanced budget with realistic annual revenue projections and expenditures below revenue projections.
3. Pursuing grant and other special funds to augment City services in specific program areas.
4. Building adequate reserve funds to meet the City's current and future obligations.
5. Creating public-private partnerships with mutual economic and service benefit.
6. Setting charges and users fees to recover City costs for providing services as much as possible but without overburdening citizens, businesses, and property owners.

7. Replacing or upgrading vehicles and other capital equipment based on comparative cost of required maintenance for safety and performance efficiency.
8. Implementing efficiencies in service delivery and departmental operations that improve customer service and the quality of life in the community.
9. Enhancing employee skills and compensation to attract and maintain the best qualified staff and highest level of public service possible.
10. Providing superior public safety including community-based policing to reduce crime.
11. Providing community service programs that meet a variety of interests and needs.
12. Improving the public image and physical appearance of the City with proper maintenance of public rights-of-way and code enforcement of private properties.

BUDGET ROLES AND RESPONSIBILITIES

Citizens, property owners and businesses are encouraged to share ideas and provide input concerning the community and budgetary programs. This can be accomplished by discussing issues with City's commissions and committees or directly with program managers. Citizen input received during public hearings or other correspondence is not only invited but needed to ensure that public needs are met.

Finance Committee, comprised of two councilmembers (appointed by the Mayor) and the City Treasurer, reviews the City's revenues and

BUDGET PROCESS

expenditures each quarter and the City Manager's proposed budget before submitting to the City Council for adoption.

City Council provides direction for the preparation of the budget through adoption of policies and ongoing input. Council is responsible for the review and adoption of the City budget.

City Manager is responsible for:

- ❖ providing staff direction for budget preparation
- ❖ considering departmental budget requests and requests for supplemental budget items
- ❖ reviewing projected revenues and expenditures with the Director of Administrative Services
- ❖ formulating a comprehensive budget proposal for submission to the City Council
- ❖ presentation of a proposed budget
- ❖ overseeing budget administration throughout the fiscal year

Director of Administrative Services is responsible for:

- ❖ evaluating and reporting the City's fiscal condition
- ❖ providing comprehensive revenue forecasts
- ❖ providing budget orientation and training to all departments
- ❖ monitoring budget throughout the year and providing updates to the City Manager and City Council

OVERVIEW OF CITY BUDGET PROCESS

The City's annual budget process commences in February with the distribution of the updated Budget Manual that details the City's general budgetary policy and the specific goals and objectives for the upcoming fiscal year. Departments are given specific instructions and timelines, the City's chart of accounts, a rate schedule for apportioned costs such as liability and health insurance, and budget forms and formats.

Each department head is required to select a responsible individual in the department to be the Budget Coordinator. Following the budget kickoff by

the City Manager and Director of Administrative Services, all correspondence and meetings are conducted with the departments' Budget Coordinators and the Finance Budget Team.

In March, the Director of Administrative Services provides the City Manager with the tentative General Fund Revenue Projections. These set the parameters for the development of a budget. In turn, the preliminary departmental budget worksheets are returned to the Fiscal Resources Division with instructions for modified expenditure requests based upon the available monies projected.

Target Budget Requests: It is the responsibility of each department to submit, as part of the budget request to the City Manager, a complete Statement of Justification. The statement must provide a formal and comprehensive explanation and justification of the proposed departmental budget program. This is important because the initial budget request submitted by each department is based on maintaining the current level of service. The **"Target Budget"** provides a point of origin for the detailed study and evaluation of each budget request by the City Manager compared to available revenue. The Target Budget has four basic components:

1. **Proposed Work Plan:** Department and program narratives, major accomplishments for fiscal year ending, major goals and objectives for the new fiscal year, workload/performance indicators and projected revenues/cost recovery from department programs.
2. **Proposed Staffing Plan:** Departmental organization chart, personnel worksheets (benefits calculations), personnel schedules, staffing levels, and personnel by program activity.
3. **Proposed Spending Plan:** Department line-item worksheets, expenditure request worksheets, justification statements (if required), computer repair and replacement fund summary and capital expenditures one-year request and justification statement.
4. **Revenue Projections:** Department revenues based on the fees collected as part of the department's operation. Emphasis

BUDGET PROCESS

is placed on maximizing cost recovery as appropriate and justification for new or increase in existing fees.

Supplemental Budget Requests: Separate from the Target Budgets, departments submit a “wish list” of additional personnel, new or replacement equipment, or funding for new or expanded programs. All Supplemental Budget Requests are reviewed jointly with priority given to funding requests that best meet the objectives for the fiscal year and improve services across departmental lines. Unfunded requests are set aside until additional funding can be identified. This process will be expanded over the next fiscal year with a goal of developing a multi-year budgeting plan for rebuilding staffing levels, equipment replacement and program expansion.

Capital Outlay Requests: Capital requests are submitted separately with priority given to the replacement of aging and outdated equipment. With the Fiscal Year 2001-2002 Budget, a “Computer and Technology Maintenance and Replacement” fund was instituted to protect the City’s investment in technology by ensuring funds to properly maintain and replace equipment when needed. This is funded through departmental contributions based on a usage formula.

City Managers Review: At the end of April, the City Manager reviews a draft budget summary presented by the Director of Administrative Services. Following the review and approval, the Proposed Budget, or City Manager’s Budget as it is sometimes called, is finalized and printed for distribution. Much of the focus of the annual budget process is on General Fund programs since this is the only funding area that is fully discretionary. Grant funded programs follow a similar process but are more specifically directed by the regulations of the particular funding source. The City’s adopted budget incorporates all City programs and specifically identifies the funding source for each.

Preliminary Budget: In May, a preliminary budget document is created, and the City Manager meets independently with each department head to review the department’s goals, objectives, programs and funding needs for the upcoming fiscal year. It is also the department head’s opportunity to ensure that all the needs of his/her department are understood and carefully considered in the allocation of funds.

Budget Hearing: A public workshop hearing is held approximately one month before the adoption of the City’s budget for the upcoming fiscal year. The City Manager presents to the Council the overall goals and objectives for the fiscal year, along with a review of significant factors affecting proposed revenues and expenditures.

Public comment is heard throughout the month and revisions may be made to the budget as directed by the City Council.

Adoption: City Council shall adopt the budget by Resolution at the conclusion of the budget hearings. The adoption of the budget must occur prior to July 1, which is the beginning of the new fiscal year.

Budget Control and Amendments: Since the budget is a planning document, throughout the fiscal year there may be a need for adjustments in the spending plan. As new revenues are identified, or unexpected expenditures arise, departments may need to re-prioritize the expenditure plan for their operations. If the modification can be made within the department’s approved appropriation, then the Department Head may make a written request for a budget transfer to reallocate funds as needed. The budget transfer request is sent to Fiscal Resources for review and approval. Accounting staff verifies that funds are available as requested, and the Director of Administrative Services approves the transfer. However, if the department is unable to make the needed adjustments within their department appropriation, additional approval is needed. The City Manager is authorized to transfer funds between departments up to ten thousand dollars. Amounts exceeding ten thousand dollars must have the approval of the City Council.

BUDGET CALENDAR - FISCAL YEAR 2023-2024 BUDGET

February 13 – 24, 2023	Meet with departments to review and evaluate the originally adopted budget and receive supplemental budget requests
March 2, 2023	Finalize updated revenue projections
Week of March 6, 2023	Finalize expenditures and integrate budget revisions based on projected revenue
Week of March 13, 2023	Budget requests reviewed – analysis prepared for City Manager's review and approval
March 28, 2023	Present the Proposed Revised Budget FY 2023-24 to the Finance Committee for review and recommendation
Week of April 18, 2023	GTrans & Family Child Care Program budget and adjustments are due to Finance
Week of May 1, 2023	Completed budget line items, worksheets, and CIP Budget carryover
May 18, 2023	Staff Reports and draft budget document due
May 23, 2023	Proposed Amended Budget presented to City Council for review; Public Hearing opens (First Draft Bound Budget, Budget PowerPoint and Budget in Brief will be provided)
June 7, 2023	Community Budget Forum, In-Person at Nakaoka Community Center 6:00 – 7:30PM
June 14, 2023	Community Budget Forum, Zoom Meeting 6:00 – 7:30PM
June 27, 2023	Fiscal Year 2023-2024 Budget Adoption at City Council Meeting (Final Bound Budget, Budget Power Point and Budget in Brief will be provided)

BUDGET DOCUMENT GUIDE

The “Adopted Budget” is the document that sets the expenditure policies for all monies received by the City. The budget is based on a “fiscal year” that begins each year on July 1 and ends twelve-months later on June 30. City staff develops a proposed budget under the direction of the City Manager. The “Proposed Budget” is presented at a Public Hearing with the City Council for consideration. The City Council makes whatever changes they deem appropriate and vote to adopt the budget for the next fiscal year.

The budget is designed to give the City Council a clear roadmap of the City’s expenditure needs and available resources so that the Council can make sound budgetary decisions. It is through the appropriation of funds that the Council sets the program and project priorities for the ensuing fiscal year. This one-year amended budget was presented to the City Council for consideration. This proposed amended budget will cover fiscal year 2023-2024.

The budget document begins with the City Manager’s budget message, which provides an overview of the Fiscal Year Operating Budget by highlighting programs and major projects. Economic factors, changes in revenue, expenditures, and staffing levels are also addressed in the budget message. The budget document is divided into the following sections:

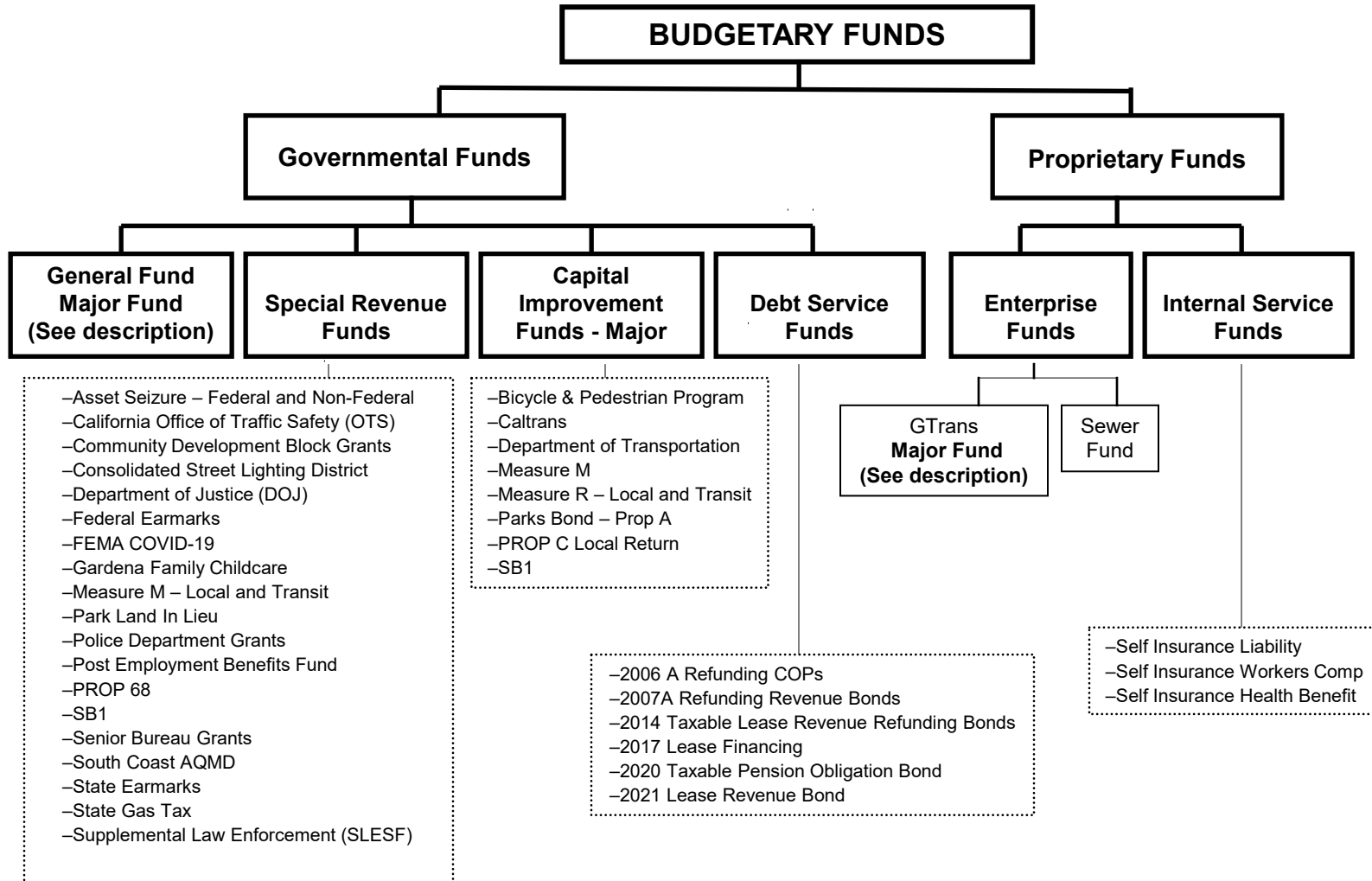
- Budget Message
- Introduction
- Budget Summaries
- Operating Budget – General Fund with corresponding Special Revenue Funds
- Operating Budget – Enterprise Funds
- Debt Service Funds
- Internal Service Funds
- Capital Improvement Program
- Appendix

The Budget Summaries section provides revenue and expenditure analysis. This section presents historical data for comparative purposes along with staffing levels.

The Operating Budgets section contains program description and public service goals. All Special Revenue Funds are grouped by operating department to provide a complete picture of department resources and functions.

The Appendix section contains the glossary of terms, abbreviations and acronyms, and index.

CITY OF GARDENA FUND STRUCTURE



A major fund is classified as any fund which is at least 10% of the total appropriation

FUND DESCRIPTIONS

GENERAL FUND (Major Fund)

The General Fund is the chief operating fund of the City and the only totally unrestricted fund that can be used for general operating expenses such as public safety, parks, recreation, engineering, planning and administration.

SPECIAL REVENUE FUNDS (Grants)

Currently the City receives additional funding from various sources to provide many services which otherwise would be impossible for the City to support. Special revenue funds are restricted to a specific purpose and for a certain time frame. Continued or new funding is based on the federal, state or county which is providing the resources. The City is always seeking new grants for the betterment of the citizens and community. Following is a description of the major grant funding that the City receives.

Artesia Landscaping District: To account for monies received for the maintenance of medians on Artesia Boulevard.

American Rescue Plan: Funding to address the devastating economic and health effects of the COVID-19 pandemic.

Asset Seizure: Monies seized from criminal activities and used solely for law enforcement purposes.

Community Development Block Grant (CDBG): The CDBG program works to ensure decent affordable housing, to provide services to the most vulnerable citizens in our communities, and to create jobs through the expansion and retention of businesses. This federal funding is received through the Department of Housing and Urban Development (HUD) and is an important tool for assisting local government in tackling the serious economic challenges facing the community.

Consolidated Street Lighting: To account for monies received for the maintenance and improvement of streetlights.

Federal and State Earmarks: Funds provided by legislators for projects or programs that curtail the ability of the Executive Branch to manage critical aspects of the funds allocation process.

FEMA COVID-19: This Treasury Department allocation provides funding to local government to support the public health response and lay the foundation for a strong and equitable economic recovery.

Gardena Family Childcare: This grant provides low-cost childcare to low-moderate income families as well as offering early education and development classes. This program through Cal SAFE also helps pregnant and parenting students and their children. These programs are funded through the California Department of Education.

Measure M: To account for monies received for the improvement of freeway traffic flow; expand the rail and rapid transit system; repave local streets, repair potholes, and synchronize signals; and to make public transportation more accessible, convenient, and affordable.

FUND DESCRIPTIONS

Measure R: To account for monies received for the improvement of local street traffic flow; repave local streets, repair potholes, and synchronize signals; and to make public transportation more accessible, convenient, and affordable.

Police Grants: The Department of Justice, the California Office of Traffic Safety, and the Supplemental Law Enforcement Program provide funding to improve public safety. Grant funding pays for additional officers, improved technology, DUI checkpoints, gang enforcement programs, and pedestrian safety programs. Funding from these grants helps to promote public safety and awareness.

Post-Employment Benefits Fund: This fund was set up to account for the City's Other Post-Employment Benefits it pays to retired employees.

Prop 68: To account for grant monies received from the Statewide Park Development and Community Revitalization Program (SPP) administered by OGALS or Office of Grants and Local Services to create new parks and recreation opportunities in underserved communities across California.

Prop C: To account for monies received for the reduction of local street traffic congestion; improve air quality; repave local streets and repair potholes; and to make public transportation more accessible, convenient, and efficient.

Senate Bill 1 (SB 1): To account for monies received for the maintenance and rehabilitation and safety improvements on state highways, local streets and roads, and bridges and to improve the state's trade corridors, transit, and active transportation facilities.

Senior Bureau Grants: In 1965 the federal government passed the Older Americans Act to provide grant funding for programs which benefit seniors. This includes nutrition programs in the community and for those who are homebound; programs for low-income minority elders; health promotion and disease prevention activities; in-home services for frail elders, and those services which protect the rights of older persons such as the long-term care ombudsman program.

South Coast AQMD Fund: To account for monies received from motor vehicle tax and expended on programs to reduce air pollution which are necessary to implement the California Clean Air Act of 1988.

State Gas Tax: To account for monies received and expended from the state and county gas tax allocation.

Traffic Safety: To account for monies received under Section 1463 of the Penal Code and expended on traffic safety.

CAPITAL IMPROVEMENT FUND

Are used to account for financial resources used for capital improvement projects.

DEBT SERVICE FUNDS

Are used to account for the accumulation of resources and payment of all general long-term debt obligations of the City.

FUND DESCRIPTIONS

PROPRIETARY FUNDS

A proprietary fund accounts for business type activities of the City that receive a significant portion of funding through user charges with the intent to fully recover the cost of service. The Enterprise and Internal Services Funds are proprietary type funds.

Enterprise Funds:

GTrans (Major Fund) accounts for user charges, fees, federal, state and county grants and all operating costs associated with the operation of the City's bus lines. Although the GTrans is a separately operating enterprise fund, it is still operationally a department of the City.

Sewer Fund accounts for fees charged to users of the City's sewer system. The fee is based upon the amount of domestic water used. The revenue is used to replace, rehabilitate, maintain, and improve the City's sewer system.

Internal Service Funds:

The Internal Service Funds account for financing of goods or services provided by one City department to other departments of the City on a cost-reimbursement basis and consist of the following funds:

Self-Insurance Liability Fund

Self-Insurance Workers' Compensation Fund

Self-Insurance Health Benefit Fund

FIDUCIARY FUNDS

Account for assets held by the City in a trustee capacity. Fiduciary funds are normally **not budgeted** because typically the trust agreement or law already provides adequate control over the trust fund resources.

ACCOUNTING PRINCIPLES AND POLICIES

FUND ACCOUNTING

The accounts of the City are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures as appropriate. Government resources are allocated to, and accounted for, in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The financial section in this budget is grouped by generic fund types and broad fund categories as follows:

Governmental Funds

General Fund
Special Revenue Funds
Capital Improvement Funds
Debt Service Funds

Proprietary Funds

Enterprise Funds
Internal Service Funds

BASIS OF ACCOUNTING AND BUDGETING

The City's **Governmental Fund Types** (General, Special Revenue, Debt Service and Capital Projects Funds) are accounted for and budgeted using the modified accrual basis of accounting. Revenues are recognized when they become measurable and available as net current assets. Revenue considered susceptible to accrual includes property taxes, sales taxes, interest and motor vehicle license fees. Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred. An exception to the general rule is compensated absences not payable within one year, and interest and principal on long-term debt which are recorded when due.

Proprietary Fund Types are accounted for on an "income determination" or "cost of services" measurement focus. Accordingly, all assets and all liabilities are included on the balance sheets, and the reported fund equity (total reported assets less total reported liabilities) provides an indication of the economic net worth of the funds. The operating statements for the City's Proprietary Fund Types report increases (revenues) and decreases (expenses) in total economic net

worth. All Proprietary Fund Types are accounted for and budgeted using the accrual basis of accounting. Revenues are recognized when earned, and expenses are recognized when incurred.

FINANCIAL POLICIES

The following financial policies represent the long-standing principles and traditions which guide the City in its fiscal decisions.

FINANCE COMMITTEE

The City's Finance Committee is comprised of two councilmembers, (appointed by the Mayor) and the City Treasurer. The Committee meets quarterly with the City Manager to review and make recommendations on the City's budget, debt, and other financial actions.

AUDITING AND FINANCIAL REPORTING

- California state statute requires an annual audit of the books of account, financial records and transactions of all administrative departments of the City by Independent Certified Public Accountants.
- The City will produce annual financial reports in accordance with Generally Accepted Accounting Principles (GAAP) as outlined in Governmental Accounting, Auditing and Financial Reporting (GAAFR).

REVENUE POLICY

- The City will try to maintain a diversified and stable revenue system to shelter it from short run fluctuations in any one-revenue source.

ACCOUNTING PRINCIPLES AND POLICIES

- The City will follow an aggressive policy of collecting revenues, augmented in Fiscal Year 2002 by the implementation of the City's new cashing system.
- The City will establish all user charges and fees at a level closely related to the full cost (operating, direct, indirect and capital) of providing the service. The City will continue to review fees/charges periodically.

INVESTMENT OF IDLE FUNDS

- The safeguarding of all public monies shall be of the highest priority. Public money shall not be invested or managed in any manner, which would jeopardize the safety of the principal pursuant to California Government Code Section 53635.
- The City's investment policy is reviewed and approved annually by the City Council.
- Direct responsibility for managing the City's investment portfolio rests with the City Treasurer.
- All investments are made in accordance with the following criteria, stated in order of priority: safety, liquidity and yield.

PURCHASING POLICY

- The City's departments will purchase the best value obtainable, securing the maximum benefit for each tax dollar expended, while giving all qualified vendors an equal opportunity to do business with the City.
- All purchases \$30,000 - \$50,000 require written quotes and must be ratified by the City Council.
- All purchases with a total cost over \$50,000 must be procured by a formal bid and can only be authorized and awarded by the City Council.
- Whenever possible, local vendors shall be included as sources for all purchases.

RISK MANAGEMENT POLICY

- The City is self-insured against each general liability claim for the first \$750,000 and each workers' compensation claim for the first \$500,000 and \$750,000 for each GTrans claim against the City. The City carries insurance in excess of these amounts.
- The City's role in managing its risk management program is to be proactive, in nature, which will be accomplished through careful monitoring of losses, working closely with the third-party administrator and designing and implementing programs to minimize risk and reduce losses.

FIXED ASSET POLICY

- To safeguard the investment in fixed assets.
- To use the fixed asset system as a management tool for replacement of recurring items to avoid duplication and inefficient use of fixed assets.
- To comply with state laws and regulations.
- To provide information for preparation of financial statements in accordance with GAAP with emphasis placed on completion of GASB 34 requirements.
- When disposing of fixed assets, every effort should be made to recover some of the original cost by selling and or trading in the fixed asset.

CAPITAL IMPROVEMENT POLICY

- The City will develop a multi-year plan for capital improvements, update it annually and make all capital improvements in accordance with this plan.
- Immediate capital replacement needs and smaller capital projects are funded on a pay-as-you-go basis through a budget transfer.

ACCOUNTING PRINCIPLES AND POLICIES

- Capital improvements involve the outlay of substantial funds; therefore, the City prioritizes the use of non-general fund monies to support these expenditures.

DEBT POLICY

- To provide for proper planning of capital expenditures, financing requirements and guidelines for issuance of various debt instruments.
- To hold borrowing costs at a minimum and maintain ratios within established standards.
- To secure favorable ratings and competitive lower interest rates on all types of borrowing instruments, thereby providing a savings to all taxpayers.

BORROWING INSTRUMENTS

- Tax and Revenue Anticipation Notes to be issued no more than once a year. Maximum maturity of notes will be twelve months from date of issue. Notes will be rated by Moody's Investor Service, Standard and Poor's Ratings Group or Fitch Investors Service, L.P.
- Certificates of Participation (COPS) can be used as a financial alternative for acquiring assets.
- Revenue Bonds – City Council will evaluate all requests.
- Mello-Roos financing – City Council will evaluate all requests.

BUDGET – GENERAL POLICY

- City staff will present to the City Council a structurally balanced budget proposal that does not rely on “one-time” revenues. Annual recurring expenditures will be funded with annual recurring revenues.

- The City Council will, by June 30 of each year, adopt a structurally balanced operating and capital improvement spending plan for the ensuing fiscal year, where operating revenues are equal to, or exceed, operating expenditures.
- The City will align and amend as appropriate its operating and capital spending plan with its strategic action plan priorities and economic development plan.
- City staff will complete and present a quarterly Budget and Economic Condition Analysis to the Finance Committee. Recommended budget adjustments will be submitted to the City Council for consideration and approval.
- The City will establish and maintain a General Fund Reserve equal to at least twenty five percent (25%) of its annual General Fund operating budget. The amount will be revised annually and such funds will be expended only with the approval of the City Council.

BUDGET – REVENUE

- Revenue projections will be based on multiple sources of information including, but not limited to, historical trends, federal, state and regional economic forecasts, service levels, changes in legislation and mandates and other statistical resources generally available.
- The City will develop and incorporate into each spending plan revenue and expenditure projections for five (5) additional years into the future and amend the projection annually as part of the budget review.
- When projecting revenues, the City will take into consideration the diversity, volatility and stability of its revenue stream and will as much as possible base its core operating cost on historically stable revenue sources.
- The City will stabilize its revenue base by forecasting its annual operating expenditures on diverse revenue sources and limiting revenue growth projections in each revenue category.

ACCOUNTING PRINCIPLES AND POLICIES

- Revenues received in excess of the budgeted projections will be used for one-time expenditures or set aside as reserve.

BUDGET – EXPENDITURES

- Expenditures will be budgeted realistically for each expenditure category and can be adjusted internally as may become necessary but will not exceed appropriation limits.
- Contingency funds will be included in the annual budget to provide funding for unanticipated operating cost increases, one-time purchasing opportunities and one-time emergency expenditures to repair equipment and facilities. Unexpended funds will carry-over to the next fiscal year.
- In considering reductions in service levels, program cuts, or staffing reductions, the city will first assess options to improve operational efficiencies and develop additional revenues to cover the cost to continue the existing level of public service with existing Budget Policies.

- Limiting Cost with Fees for Service: Certain services are used selectively by a limited number of participants and, therefore, are not mandated City services. These services are provided based on individual interest and are provided only as funding is available. To fund these programs without limiting basic services necessary for the general public, the City will perform a cost analysis to identify the city's fully burdened cost for providing those services and, to the extent reasonable, set the fee based on full cost recovery. Such fees shall be updated frequently to ensure that the fees are reflective of actual city costs for the delivery of services.
- Unexpended funds within a fiscal year will be held in reserve or appropriated for one-time expenditures.

BUDGET – CAPITAL IMPROVEMENT

- Capital improvements will be financed primarily through special revenue funds, user fees, service charges, and developer agreements when benefits can be specifically attributed to users of the facilities.
- The City will analyze the impact of capital improvements to ensure that operational and maintenance costs are balanced with on-going revenue to support facility operations.



COMMUNITY PROFILE – 2023

Gardena, California is a full-service city located just 13 miles south of metropolitan Los Angeles in the South Bay area of Los Angeles County. Gardena is strategically located near the intersections of the Harbor (110), San Diego (405), and Gardena (91) Freeways and just south of the Anderson (105) Freeway.

Date of Incorporation	September 11, 1930
General Law City	1955
Form of Government	Council-Manager Form
County	Los Angeles, Second Supervisorial District
State Representatives	62 nd & 66 th Assembly Districts 35 th Senatorial District
U. S. Representative	43 rd U.S. Congressional District
Area	5.9 Square Miles
Population	59,702
Dwellings	21,828
Police Protection	87 sworn personnel and 27 marked units, including 2 canine units.
Fire Protection	City Fire Department services were transferred to the Consolidated Fire Protection District of Los Angeles County and became a contract service in October 2000.
Recreation and Parks	6 parks (37.36 acres) including 2 with skate parks, 1 community center, 1 municipal pool (in construction), 1 parkette, and 2 gymnasiums.
GTrans	66 coaches and 8 demand response vehicles for elderly and disabled passengers.





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|---|--|---|------------------------------------|
|  | ① City Hall Administration Offices and Campus |  | Ⓐ Sister-City Parkette |
| | ② Police Headquarters | | Ⓑ Vincent Bell Memorial Park |
| | ③ Fire Department Headquarters | | Ⓒ Edward L. Thornburg Park |
| | ④ Fire Station 2 | | Ⓓ George H. Freeman Memorial Park |
| | ⑤ Public Works Building and Maintenance Yard | | Ⓔ Mas Fukai Park |
| | ⑥ Kiyoto "Ken" Nakaoka Community Center | | Ⓕ Paul A. Rowley Memorial Park |
| | ⑦ Ernest J. Primm Memorial Pool and James Rush Gymnasium | | Ⓖ Arthur Lee Johnson Memorial Park |
| | ⑧ National Guard | | |
| | ⑨ Gardena Transit Administration, Operations, & Maintenance Facility | | |

CITY FACILITIES AND PROPERTIES

① City Hall Administrative Offices and Campus 1700 West 162nd Street

The Administrative Offices have approximately 25,975 square feet of building space, which includes City Council Chambers, a Council Chambers Conference Room, 32 administrative offices and 9 bathrooms. The buildings were built in 1962; and in fiscal year 2001-2002, the Administrative Office building was renovated with automatic sliding glass doors to comply with the Americans with Disabilities Act. The campus lawn in front of City Hall was dedicated on June 12, 1982, as the **Lucille Randolph Plaza**, in honor of the City Clerk who served the City for twenty-three years.

② Police Headquarters 1718 West 162nd Street

The Police Headquarters has approximately 63,475 square feet of site area and approximately 23,690 square feet of building space that includes a one-story brick masonry police headquarters structure (Class C construction). Built in 1963, the needs of the department have far outgrown the building's capacity. Separate modular units have been constructed in the parking lot, and on an adjacent property to serve as annex offices.

③ Fire Department Headquarters 1650 West 162nd Street

The Fire Department Headquarters has approximately 27,925 square feet of site area and approximately 17,975 square feet of building space, which includes a two-story brick masonry fire station building (Class C construction). The building was built in 1963 and is currently leased to the Los Angeles County Fire District. The City contracts with the Los Angeles County Fire District for the provision of fire services.

④ Fire Station 2 2030 West 135th Street

Fire Station 2 has approximately 26,140 square feet of site area and approximately 5,949 square feet of building space, which includes a pre-cast concrete fire station structure. The fire station structure was built in 1957 and includes an apparatus garage, offices, kitchen, dining area,

chief's quarters, dormitory and training tower. The fire station structure is currently leased to the Los Angeles County Fire District. The City contracts with the Los Angeles County Fire District for the provision of fire services.

⑤ Public Works Building and Maintenance Yard 1717 West 162nd Street

The Public Works Building has approximately 11,825 square feet of building space, which includes 10 administrative offices and 5 bathrooms. The buildings were built in 1968 and 1990; and in fiscal year 2003-2004, the building was renovated with automatic sliding glass doors to comply with the Americans with Disabilities Act. In addition, a City yard is adjacent to the Public Works Building to create a total land area of 1.850 acres.

⑥ Kiyoto "Ken" Nakaoka Community Center 1670 West 162nd Street

The Community Center has approximately 17,137 square feet of building space, which includes 6 classrooms, 4 offices, a kitchen and an auditorium that can accommodate up to 280 people. The building was built in 1975 and dedicated June 7, 1975. On December 13, 1989, an expansion was dedicated in honor of the first Japanese-American to be elected (1966) to a City Council position in the United States, and the first elected Mayor of the City. During fiscal year 2001-2002, the Community Center was renovated with automatic sliding glass doors to comply with the Americans with Disabilities Act.

Located in the Nakaoka Community Center, the **Lucien "Lou" Lauzon Memorial Auditorium** was dedicated August 22, 1981, in honor of his active community support, which included serving as a member of the Citizens Advisory Committee and the Beautification Committee.

⑦ Ernest J. Primm Memorial Pool and James Rush Gymnasium 1651 West 162nd Street

The pool and gymnasium have approximately 62,650 square feet of site area and approximately 19,623 square feet of building space, which includes a one-story masonry gymnasium (Class C construction). The building was built in 1979. The Human Services Division offices are

CITY FACILITIES AND PROPERTIES

located in this building. The roof of the gymnasium was renovated in fiscal year 2002-2003, and the administrative office of the gymnasium was renovated with automatic sliding glass doors in fiscal year 2004-2005 to comply with the Americans with Disabilities Act.

The pool was dedicated as the **Ernest J. Primm Memorial Pool** on April 22, 1962, in honor of the founder of the card clubs in Gardena. On June 30, 1979, the gymnasium was rededicated as the **James Rush Memorial Gymnasium** in honor of the former Councilmember and Mayor of Gardena (1942 – 1956). With the award of an \$8.5 million grant from Prop 68 and a Federal Earmark of \$1.4 million from Congresswoman Waters the site is being expanded into the Gardena Community Aquatic and Senior Center to provide a multigenerational hub for expanded recreational activity.

⑧ The Army National Guard 2100 West 154th Street

A portion of the former Municipal Transportation Facility, 1.72 acres, was sold for development of residential units in 2015. The remaining portion of the property is leased to the State of California for use as a National Guard post.

⑨ GTrans Administration, Operations, and Maintenance Facility 13999 South Western Avenue

The new transit facility opened in May 2009, on a 9.1-acre site that accommodates a fleet of 100 buses, plus paratransit and support vehicles. The facility is designed as a “Green Building,” emphasizing energy efficiency and environmental sensitivity and includes solar panels for power generation, bus simulators for operator training, and current technology in bus maintenance equipment.

The administration and operations building is approximately 24,000 square feet in area. The maintenance building is approximately 45,000 square feet with a 4,000 square foot bus-wash structure and 2,800 square foot fuel island. A photovoltaic panel shade structure provides covered parking.

(A) Sister-City Parkette - 160th Street/Harvard Boulevard

Sister-City Parkette was renamed in August 2013 from Harvard Parkette. The Parkette was dedicated in November 1958 as a neighborhood play area, is 0.19 acre and includes a slide and jungle gym, swings, and lunch benches.

(B) Vincent Bell Memorial Park - 14708 South Halldale Avenue

This 1.87-acre park was dedicated on May 26, 1972, in honor of a City Councilman who died in office shortly after his election in 1970. The facility is equipped with a recreation room, baseball diamond, outdoor basketball court, handball court, two tiny tot play areas, two picnic shelters, and a police office.

(C) Edward L. Thornburg Park - 2320 West 149th Street

The Edward L. Thornburg 2.39-acre park was named for the developer who donated the land in 1953. The facility is equipped with a recreation room, baseball diamond, two outdoor basketball courts, handball court, tiny tot play area, picnic shelter, martial arts room, and horseshoe pit.

(D) George H. Freeman Memorial Park - 2100 West 154th Place

This 2.71-acre park was dedicated on April 11, 1957, in honor of George Freeman, who served as the first City Recreation Director. The park is equipped with two recreation rooms, a baseball diamond, basketball court, handball court, tennis court, tiny tot play area, picnic shelter, and police office.

(E) Mas Fukai Park - 15800 South Brighton Avenue

4.53 acres were purchased from the County and dedicated as a City park in 1960. In June 2000, the Gardena City Council rededicated Recreation Park as Mas Fukai Park. Masani “Mas” Fukai was elected to Council in 1974 and served until his retirement in 1998. Mas, as his friends and associates call him, also served for five years as the Chief Deputy to then Los Angeles County Supervisor Kenneth Hahn. The facility is equipped with three recreation rooms, three baseball diamonds, two basketball courts, a handball court, tiny tot play area, picnic shelter, and kitchen.

CITY FACILITIES AND PROPERTIES

(F) Paul A. Rowley Memorial Park - 13220 South Van Ness Avenue





This 18.17-acre park was dedicated July 21, 1962, in honor of the first City Administrative Officer, 1959 – 1962. Mr. Rowley died of a heart attack in June 1962, while addressing a public affair at the park. The park was originally named Van Ness Park, when it opened in 1959. The expansion of the park facilities, which included the addition of a gymnasium, was dedicated February 12, 1990. The facility is equipped with two recreation rooms, a gymnasium, four baseball diamonds, three outdoor basketball courts (one full and two half), a skate park opened in March 2012, four tennis courts, two tiny tot play areas, three picnic shelters, a kitchen, auditorium, weight room, teen center, and police office.

(G) Arthur Lee Johnson Memorial Park - 1200 West 170th Street

This 7.5-acre park, originally dedicated July 9, 1977, as South Park, was rededicated on January 13, 2007 as Arthur Lee Johnson Memorial Park. Arthur Johnson marched with Dr. Martin Luther King, Jr. in the civil rights movement, founded the Gardena Dr. Martin Luther King, Jr. Cultural Committee, and served as its president for twenty years. In 1973, his efforts made Gardena the first city west of the Mississippi to honor Dr. King's birthday with an annual commemorative celebration. Mr. Johnson served as a Planning and Environmental Quality Commissioner for twelve years. His many years of community service earned him the Gardena Black History Month Trailblazer Award and a place on the City's Wall of Fame.

The Arthur Lee Johnson Memorial Park is equipped with a recreation room, two basketball courts, a skate park opened in June 2012, four tennis courts, a tiny tot play area, picnic shelter, soccer field, police shooting range, and entrance to the Gardena Willows Wetland.

CITY OF GARDENA HISTORIC TIMELINE

<p>1930 Incorporation of City of Gardena on September 11, 1930 with a population of approximately 3,000. Annexation of Western City on November 12, 1930.</p>	<p>2001 Eldorado Parking COP liquidated through agreement with Hustler for a net principal gain of \$980,000.</p>	<p>2013 February Standard & Poor's raised the City's credit rating to A.</p>
<p>1936 First legal card club license in the State of California to Gardena.</p>	<p>2002 Eliminated the General Fund deficit a year ahead of schedule with a positive \$1,048,182 balance on June 30, 2002.</p> <p>Voters approved an increase in the Transient Occupancy Tax from 7% to 11% in November.</p>	<p>Sold parking structure located at 1041 Redondo Beach Blvd. Entered into sales agreement for 1.72 acres at 15350 Van Ness Avenue. September 2014, Standard & Poor's raised the City's credit rating to A+</p>
<p>1940 City bus service began on January 15, 1940.</p>	<p>2005 Celebrated 75th anniversary.</p>	<p>2014 Closed escrow on 15350 Van Ness Ave (former GTrans facility). Adopted 2016-2021 Five Year Strategic Plan. Council approved updated comprehensive fee resolution.</p>
<p>1953 Gardena Municipal Bus Lines moved to new location on Van Ness Avenue in November.</p>	<p>2006 City Council approved settlement agreement with Sumitomo Trust and Union Bank that would restructure the \$26 million debt on the failed First Time Homebuyer Program and the December - City made a \$2.6 million payment to Sumitomo Trust and Union Bank on the long-term \$26 million debt thereby ending the debt service obligation on both failed programs.</p>	<p>2015 Adopted 2016-2021 Five Year Strategic Plan. Council approved updated comprehensive fee resolution. Civic Center</p>
<p>1954 City adopted its official seal and slogan "Freeway City" on October 26, 1954.</p> 	<p>2007 Received investment grade credit ratings: Standard & Poor's BBB rating Moody's Baa3 rating</p> <p>Refinanced the South Bay Regional Communications Center debt at an improved interest rate.</p> <p>Adopted 5 Year Plan 2007 - 2012.</p> <p>November 20, 2007 City Manager Mitchell G. Lansdell was awarded the Municipal Leader of the Year for his 10-year effort to lead the City out of financial crisis.</p>	<p>2016 Mitchell Lansdell City Manager retires, Ed Medrano appointed Acting City Manager. Refinancing of the 2006 C Bond Debt. Reassessment of the Sewer Fees to ensure sewer upkeep.</p>
<p>1955 Gardena was designated as a General Law City by action of the State Legislature.</p>	<p>2009 May 2009 Gardena Municipal Bus Lines moved to new facility. Dec 2009 Standard & Poor's raised the City's rating to A-.</p>	<p>2017 Ed Medrano appointed as City Manager.</p>
<p>1964 Adopted City flag.</p> 	<p>2010 June 30, 2010 General Fund reserves = \$8,649,750 or 20%. September 11, 2010, City will celebrate its 80th Anniversary with a population of approximately 61,927.</p>	<p>2019 Clint D. Osorio appointed as City Manager</p>
<p>1980 Received the All America City Award.</p> 	<p>2011 April 1, 2011 UUT rate collection at the maximum of 5%. Senior exemption eligibility reduced to age 60.</p> <p>May 10, 2011 Council adopted new fee resolution with an effective date of July 11, 2011.</p> <p>September 2011, the City purchased the Goodwill property as well as property adjacent to the Police Department.</p>	<p>2020 March 2020 Novel Coronavirus Pandemic - COVID 19, Stay-at-Home orders issued and City Hall closed to the public.</p> <p>December 2020 Pension Obligation Bond issued to refinance City's UAL effecting savings of \$50 million. City revises Strategic Plan to address effects of COVID</p>
<p>1982 Maintenance facility added at the Gardena Municipal Bus Lines.</p>	<p>2012 Created "Super-Departments" as a transitional phase for operational efficiency and cost containment during succession planning.</p>	<p>2021 Issuance and sale of Lease Revenue Bond to finance a portion of the cost of the Aquatic & Senior Center, the renovation of the Chase Bank building to a community center, and various park improvements.</p> <p>City is awarded an \$8.5 million Prop 68 competitive grant as well as an \$1.4 million appropriation for the Aquatic & Senior Center</p>
<p>1994 Council action limited the number of card clubs from six to two.</p>		<p>2023 Finalist for the All American City Award</p> 
<p>1995 Annexation of El Camino Village.</p>		
<p>1996 Employee committees formed to review revenues, operational efficiencies, and customer service. A fourth committee compiled the information for council consideration.</p> <p>To reduce expenditures, Council implemented hiring freeze and a 2% decrease in appropriated expenditures for last six months of the fiscal year.</p>		
<p>1998 Council committed to a plan to eliminate the projected \$5 million General Fund deficit with a \$1 million set aside for the next five years.</p>		
<p>2000 The newest card club in the State, the Hustler, opened in June 2000.</p> <p>Ending General Fund balance June 30, 2000 = (\$2,719,574).</p>		

CITY OF GARDENA COMMISSIONS, CORPORATIONS, AGENCIES, BOARDS, ADVISORY GROUPS, COMMITTEES AND ASSOCIATIONS

The Mayor and City Council appoint members to Commissions, Corporations, Agencies, Boards, etc. to advise the City on important programs and policy decisions. Public participation, therefore, is a vital component of the City's governing system. In addition, there are other important Committee and Association members who meet on a regular basis but are not appointed by the Mayor and City Council. All of the meetings are open to the public.

APPOINTED COMMISSIONS

PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

Composed of five members, this Commission was created in compliance with the State Government Code as an advisory agency to the City Council on all matters of land use and the environment. Its responsibilities are to investigate and report on the design and improvement of adopted subdivisions, and to submit reports and recommendations to the City Council on matters relating to zoning, land use, environment, the City's General Plan, and other related matters.

RECREATION AND PARKS COMMISSION

This Commission is composed of five members who advise the Council on matters relating to recreation and parks within the City. The Commission considers, advises, and/or recommends to the City Council the needs of the City pertaining to the acquisition, development, and use of facilities, buildings and structures for recreational and park purposes; promotes public interest in recreation and parks programs and regulations; and consults and confers with public officials and agencies, citizens, civic, educational, professional, and other organizations.

SENIOR CITIZENS COMMISSION

This Commission is composed of five members, appointed by the City Council, who advise them on all matters relating to the needs and concerns of the City's older adult population. The Commission coordinates its activities with those of the Affiliated Committee on Aging.

HUMAN SERVICES COMMISSION

The Human Services Commission is composed of five members who are responsible for the development and utilization of available resources to meet needs within the City. The Mayor and each Councilmember appoint one member. The Commission advises the Council on all matters relating

to social conditions within the City, assesses and reports to the Council the social needs of the citizenry, and advises the Human Services Division regarding policy and program direction for meeting such needs and making appropriate recommendations to the Council.

GARDENA YOUTH COMMISSION

The Youth Commission is composed of five members appointed by the City Council and five "at-large" members approved by the Commission and ratified by the City Council. The Commission identifies and evaluates youth and community issues and projects and makes recommendations to the City Council to resolve such issues. Commission members also work as volunteers with community groups, organizations, and Recreation and Human Services programs

APPOINTED CORPORATIONS / AGENCIES / BOARDS

CITY OF GARDENA FINANCING AGENCY

The Agency was created in July 1991 as a Joint Powers Authority between the City of Gardena and the Gardena Parking Authority. The Agency provides for financing of the acquisition, construction and improvement of Public Capital Improvements, for working capital requirements, and for liability or other insurance programs of the City and the Parking Authority.

BOARD OF APPEALS

This board is comprised of the members of the Planning and Environmental Quality Commission, with the building official as an ex-officio member. The Board is governed by the same procedures as the Planning and Environmental Quality Commission. The Board determines the suitability of alternate materials and methods of construction and provides reasonable interpretations of the provisions of the Uniform Building Code. The Board also determines whether a building constitutes a menace to public safety, and whether repairs, alterations, or demolition are necessary to abate the menace to public safety.

RENT MEDIATION BOARD

This fifteen-member Board is composed of five landlords, five tenants, and five members-at-large, all of whom are appointed by the City Council to assist citizens in mediating rental increase-related disputes.

HOUSING APPEALS BOARD

This Board, consisting of members of the Planning and Environmental Quality Commission, is authorized by the City Council to hear all appeals relating to violations of housing standards and is governed by the provisions of the Uniform Housing Code. The Community Development Director serves as secretary to the Housing Appeals Board.

APPOINTED ADVISORY GROUPS

GARDENA ECONOMIC BUSINESS ADVISORY COUNCIL (GEBAC)

Established in May 2016, its mission is to promote economic opportunities by establishing and preserving a business and job friendly environment to attract and retain businesses, industry and commerce, that will enhance Gardena's economic viability, financial stability, and improve the overall quality of life of its residents. GEBAC has the following goals:

- Promote new business development opportunities;
- Strengthen the relationship between the City and the business community;
- Support retention and attraction of diversified tax base for the long-term viability of the City;
- Provide support on issues affecting the economy and quality of life in the City
- Review City business practices and programs to ensure the City of Gardena remains business friendly

The Council consists of eleven members from the business community within the City of Gardena. GEBAC meets the 3rd Wednesday of odd months at 4:00 p.m.

GARDENA BEAUTIFICATION COMMITTEE

This Committee has a maximum of nine voting members who study and make recommendations to the City Council relating to the beautification and livability of all areas of the City of Gardena. The Chairperson is a member of the City Council. Five of the members are appointed by the City Council, and the remaining three at-large members are nominated by the Committee Chair and ratified by City Council. Committee projects include elimination of graffiti, beautification of streets and parkways; tree planting, and other related activities.

NON-APPOINTED COMMITTEES / ASSOCIATIONS:

GARDENA VALLEY AFFILIATED COMMITTEE ON AGING

The Gardena Valley Affiliated Committee on Aging is composed of a five-member board of directors and members at large, who assist and coordinate the work of community organizations, government agencies, and private entities concerned with the betterment of living conditions for the aging. They coordinate events, activities and programs into a unified

approach that will meet the economic and social needs of the elderly, and those in need of assistance throughout the greater Gardena community. The committee advises the Gardena Senior's Bureau and the Gardena Senior Citizen's Commission on all matters relating to the needs and concerns of the City's older adult population.

GARDENA SISTER CITY ASSOCIATION

The Gardena Sister City Association, comprised of community volunteers, has been active in promoting international friendship for over five decades. The program's goal is to learn more about the community, enjoy the hospitality, and build personal contacts with other cultures. This is done through adult and youth exchange programs that encourage person-to-person visitations in each city. **Ichikawa, Chiba, Japan** has been an official Sister City to Gardena since 1962 and **Huatabampo, Sonora, Mexico**, since 1973. Gardena has also maintained an unofficial mutual friendship with Rosarito, Baja, California, Mexico for many years.

GARDENA POLICE FOUNDATION

The Gardena Police Foundation is a partnership of citizens, businesses, and philanthropic organizations whose mission is to provide additional resources to improve public safety. Incorporated in September 2006 as an independent 501(c)3 non-profit organization, the Foundation relies solely on donations and fundraising efforts. The Board of Directors actively raises money from the community and awards grants directly to the police department in response to the department's request for program, training and equipment needs not included in the City's budget.

GARDENA TRAFFIC COMMITTEE

The City Traffic Committee is composed of City staff persons, including the Chief of Police; Recreation, Human Services, Parks, & Facilities Director; and the Transportation Director. This Committee advises the City concerning traffic-related matters including, but not limited to, parking, stop signs, signals, and congestion, etc.

MLK & CINCO DE MAYO COMMITTEES

Dr. Martin Luther King, Jr. Cultural Committee of Gardena was founded in 1972 by Arthur Johnson, a chemist and educator who originally wanted Gardena to honor Dr. King with a city holiday. The committee is made up of volunteers from the community. The annual event activities include a parade, a battle of the bands, an annual youth night, and the essay contest.

Cinco de Mayo Scholarship and Festival Committee of Gardena is made up of volunteers from the community. The annual Gardena's Cinco de Mayo celebration is one of the South Bay's longest running Cinco de Mayo events and its goal is to share some of the area's Latino heritage and culture.



PROPOSED AMENDED BUDGET SUMMARIES FISCAL YEAR 2023/2024

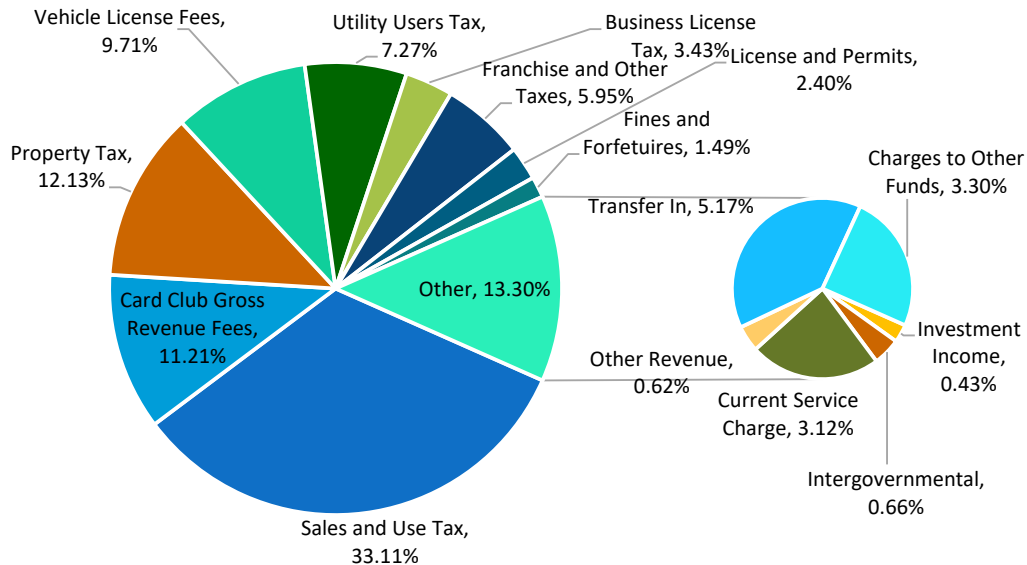


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GENERAL FUND REVENUE and EXPENDITURES 2023/2024

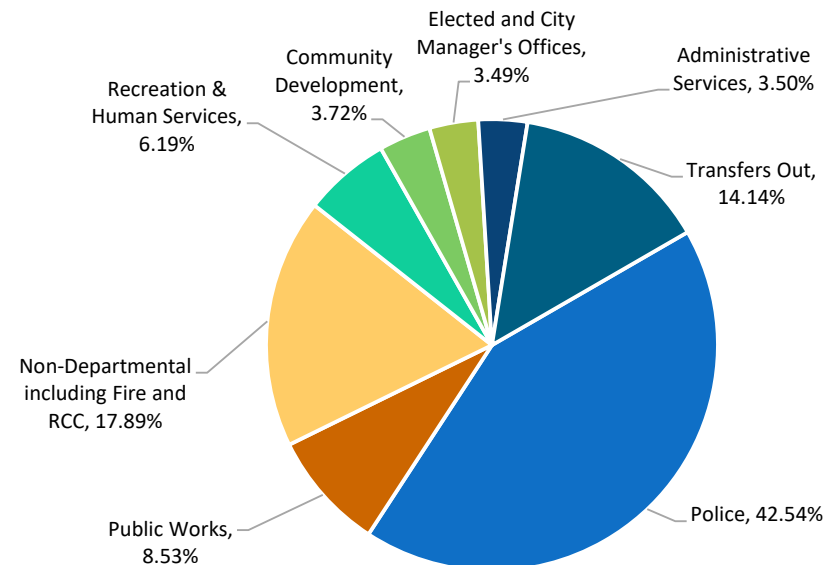
WHERE THE MONEY COMES FROM...

Revenue Sources	General Fund	% of Total
Sales and Use Tax	\$ 27,151,875	33.11%
Card Club Gross Revenue Fees	\$ 9,193,600	11.21%
Property Tax	\$ 9,945,583	12.13%
Vehicle License Fees	\$ 7,962,464	9.71%
Utility Users Tax	\$ 5,962,277	7.27%
Business License Tax	\$ 2,811,375	3.43%
Franchise and Other Taxes	\$ 4,879,429	5.95%
License and Permits	\$ 1,968,790	2.40%
Fines and Forfeitures	\$ 1,220,929	1.49%
Investment Income	\$ 355,000	0.43%
Intergovernmental	\$ 537,500	0.66%
Current Service Charge	\$ 2,556,467	3.12%
Other Revenue	\$ 512,036	0.62%
Transfer In	\$ 4,242,486	5.17%
Charges to Other Funds	\$ 2,702,388	3.30%
TOTAL REVENUES	\$ 82,002,199	100.00%



WHERE THE MONEY GOES...

Department Expenditures	General Fund	% of Total
Police	\$ 34,809,188	42.54%
Public Works	6,979,413	8.53%
Non-Departmental including Fire and RCC	14,640,514	17.89%
Recreation & Human Services	5,066,301	6.19%
Community Development	3,041,130	3.72%
Elected and City Manager's Offices	2,859,708	3.49%
Administrative Services	2,867,417	3.50%
Transfers Out	11,567,671	14.14%
TOTAL EXPENDITURES	\$ 81,831,342	100.00%

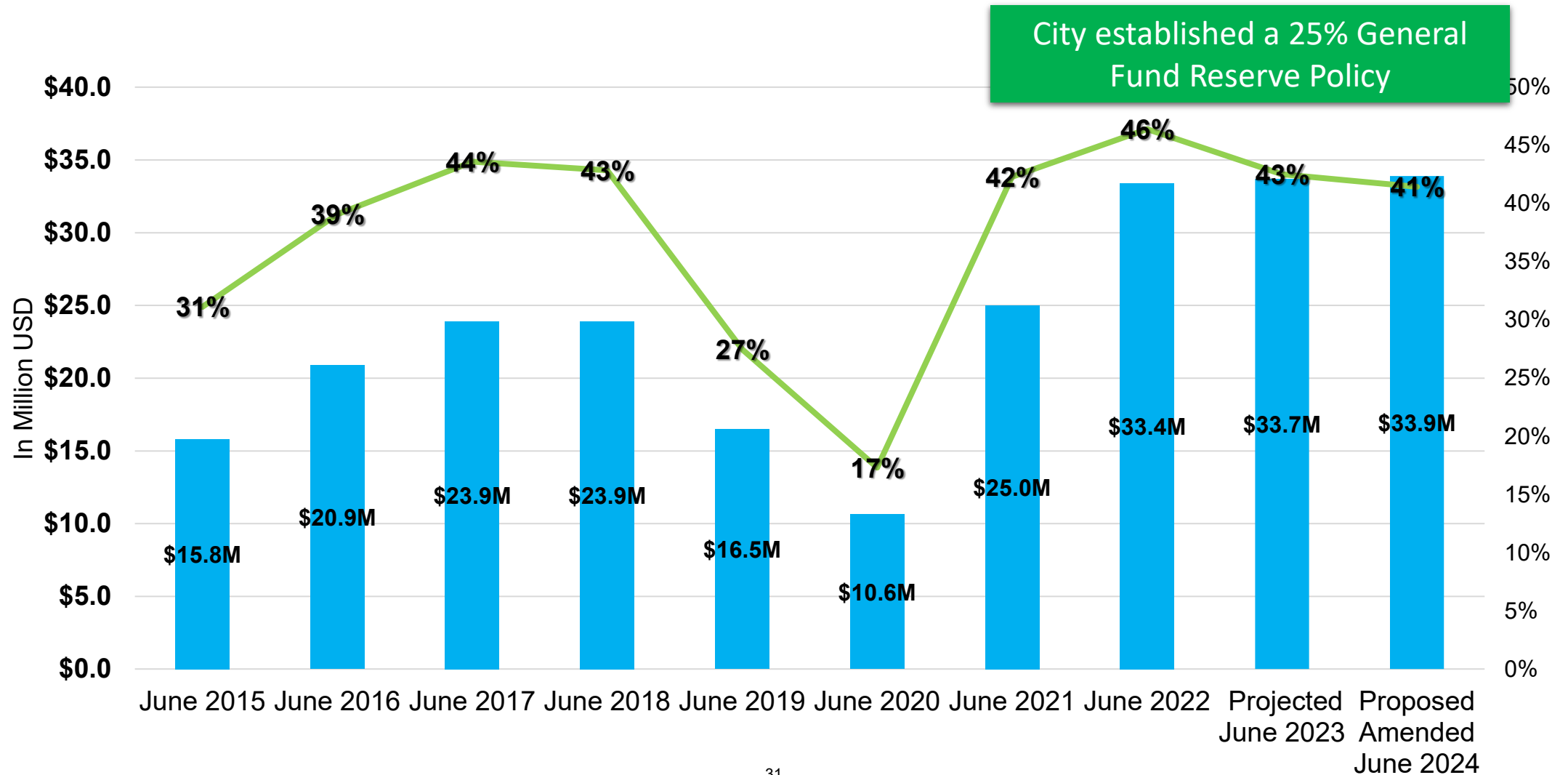


GENERAL FUND HISTORICAL REVENUE AND EXPENDITURE SUMMARY

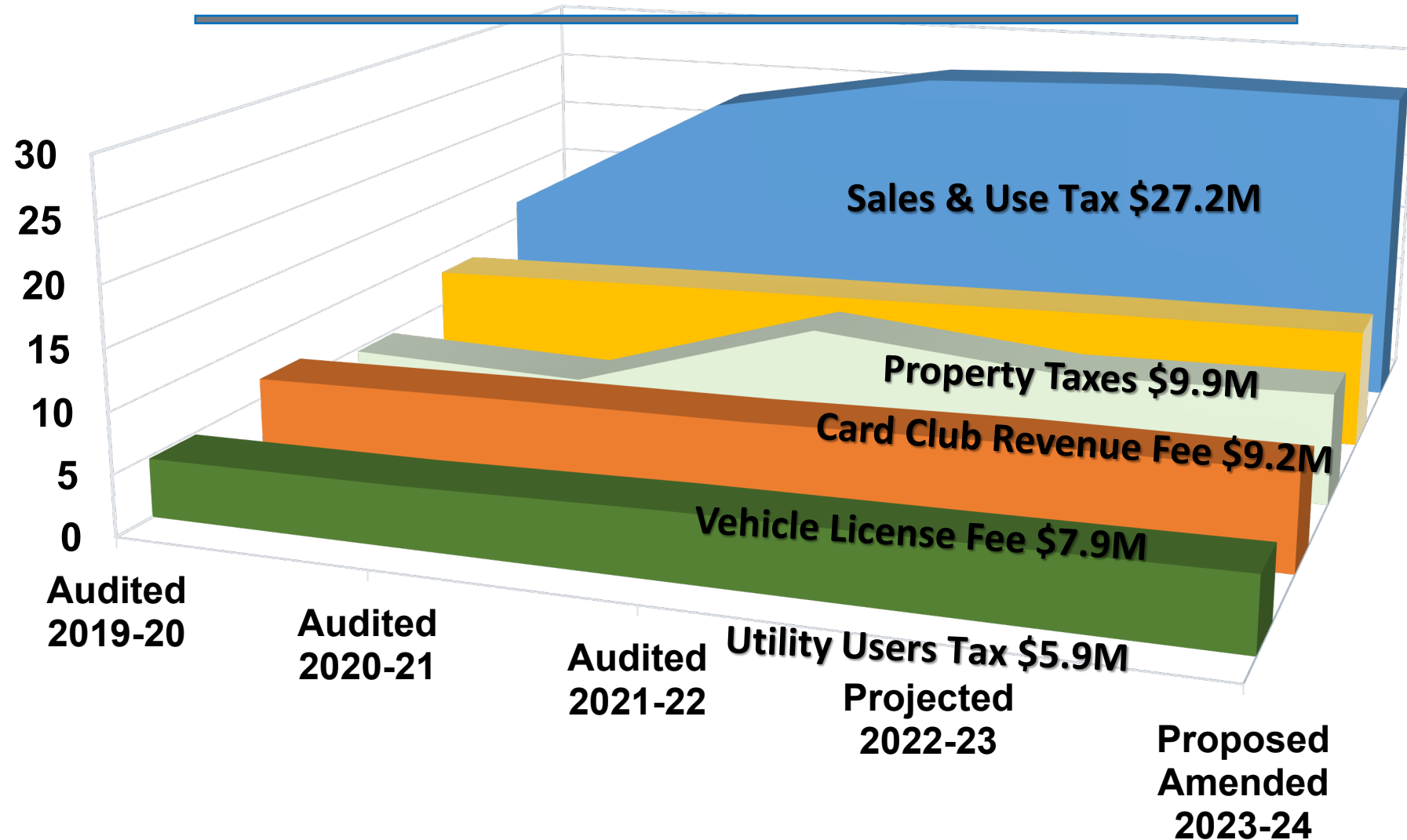
	Audited 2020-2021	Audited 2021-2022	Adopted 2022-2023	Proposed Amended 2023-2024	Change in % Proposed Amended 2023-24 vs Adopted 2022-23
<u>Revenues and Other Sources:</u>					
Taxes	54,483,563	66,503,135	62,775,245	67,906,603	8.17%
Licenses and Permits	2,397,538	2,900,062	1,875,038	1,968,790	5.00%
Fines and Forfeitures	1,038,080	923,049	1,185,368	1,220,929	3.00%
Investment Income	(185,053)	(1,607,573)	330,000	355,000	7.58%
Intergovernmental	547,901	522,015	532,500	537,500	0.94%
Current Service Charges	2,401,917	2,585,536	2,506,467	2,556,467	1.99%
Other Revenue	492,320	772,807	512,036	512,036	-
Charges to Other Funds	2,674,733	2,676,650	2,698,115	2,702,388	0.16%
Transfer In	9,505,011	5,442,716	4,239,000	4,242,486	0.08%
Total Revenues	73,356,010	80,718,397	76,653,769	82,002,199	6.98%
<u>Expenditures:</u>					
Salaries and Benefits	32,094,341	36,046,765	42,894,296	48,031,724	11.98%
Materials and Operations	16,816,978	19,145,251	21,902,370	22,081,693	0.82%
Capital Outlay	318,055	464,821	170,254	150,254	-11.75%
Fund Transfers	9,863,925	16,617,333	11,649,841	11,567,671	-0.71%
Total Expenditures	59,093,299	72,274,170	76,616,761	81,831,342	6.81%
Net Change in General Fund Fund Balance	14,262,711	8,444,227	37,008	170,857	
Fund Balances - Beginning	10,693,492	24,956,203	33,400,430	33,437,438	0.11%
Fund Balances - Ending*	24,956,203	33,400,430	33,437,438	33,608,295	0.62%

* Fund 010 only

GENERAL FUND BALANCE



GENERAL FUND TOP 5 REVENUES



**GENERAL FUND REVENUES BY ACCOUNT
FOUR-YEAR COMPARISON
FISCAL YEARS ENDING 2021-2024**

Revenue Sources		2020-2021 Audited	2021-2022 Audited	2022-2023 Adopted	2023-2024 Proposed Amended
TAXES (001)					
3101-3105	Property Taxes	\$ 8,760,400	\$ 9,147,843	\$ 8,965,773	\$ 9,945,583
3106	Sales and Use Tax	\$ 22,825,090	\$ 26,532,686	\$ 25,165,183	\$ 27,151,875
3107-09, 3112-13	Franchise Taxes	\$ 2,025,517	\$ 2,129,492	\$ 2,164,425	\$ 2,297,382
3110	Documentary Stamp Tax	\$ 285,357	\$ 496,332	\$ 290,000	\$ 280,000
3115-3116	Business License Tax	\$ 2,508,287	\$ 2,647,094	\$ 2,677,500	\$ 2,811,375
3117	Card Club Gross Revenue Fees	\$ 4,154,913	\$ 10,544,948	\$ 8,840,000	\$ 9,193,600
3118	Utility Users Tax	\$ 4,970,799	\$ 5,481,395	\$ 4,902,643	\$ 5,962,277
3119	Franchise Utility	\$ 849,606	\$ 946,167	\$ 870,000	\$ 1,014,429
3121	Hotel/Motel Tax	\$ 940,637	\$ 1,110,343	\$ 1,350,000	\$ 1,203,618
3122, 3349	Property Tax - Homeowner Tax Relief	\$ 38,964	\$ 38,995	\$ 40,000	\$ 39,000
3345	Motor Vehicle License In-Lieu	\$ 44,693	\$ 69,712	\$ 40,000	\$ 45,000
3346-3348	Vehicle License/Licenses In-Lieu	\$ 7,079,299	\$ 7,358,128	\$ 7,469,721	\$ 7,962,464
TOTAL TAXES		\$ 54,483,563	\$ 66,503,135	\$ 62,775,245	\$ 67,906,603
LICENSES & PERMITS (002)					
3218-3220	Special and Entertainment Permits	\$ 139,011	\$ 222,109	\$ 157,500	\$ 182,485
3222-3232	Building and Other Permits	\$ 2,189,274	\$ 2,518,567	\$ 1,654,511	\$ 1,711,305
3234-3235, 3237	Miscellaneous	\$ 61,253	\$ 152,986	\$ 63,028	\$ 75,000
3473	Fireworks and Regulatory Fees	\$ 8,000	\$ 6,400	\$ -	\$ -
TOTAL LICENSES and PERMITS		\$ 2,397,538	\$ 2,900,062	\$ 1,875,038	\$ 1,968,790
FINES & FORFEITURES (003)					
3533-3535	Administrative Citation and Parking Fines	\$ 1,027,870	\$ 899,102	\$ 1,155,368	\$ 1,190,929
3536-3538	Court Fines	\$ 10,210	\$ 23,948	\$ 30,000	\$ 30,000
TOTAL FINES and FORFEITURES		\$ 1,038,080	\$ 923,049	\$ 1,185,368	\$ 1,220,929
INVESTMENT INCOME (004)					
3640	Interest on Investments	\$ 69,965	\$ 127,077	\$ 150,000	\$ 175,000
3641-3644	Rents and Concessions	\$ 33,997	\$ 77,045	\$ 80,000	\$ 80,000
3645	Fair Market Value on Investments	\$ (289,015)	\$ (1,811,695)	\$ 100,000	\$ 100,000
3646	Other Investment Income	\$ -	\$ -	\$ -	\$ -
TOTAL INVESTMENT INCOME		\$ (185,053)	\$ (1,607,573)	\$ 330,000	\$ 355,000
FROM OTHER AGENCIES (005/006/007)					
3311	Public Safety Augmentation	\$ 405,779	\$ 416,508	\$ 415,000	\$ 420,000
3375-3376	STC Reimbursement/POST Reimbursement	\$ 19,496	\$ 23,507	\$ 2,000	\$ 2,000
3378	Mandated Cost Reimbursement	\$ 32,494	\$ 41,223	\$ 30,000	\$ 30,000
3383-88,3772,3391	Other Reimbursements	\$ 90,132	\$ 40,776	\$ 85,500	\$ 85,500
TOTAL FROM OTHER AGENCIES		\$ 547,901	\$ 522,015	\$ 532,500	\$ 537,500

**GENERAL FUND REVENUES BY ACCOUNT
FOUR-YEAR COMPARISON
FISCAL YEARS ENDING 2021-2024**

Revenue Sources		2020-2021 Audited	2021-2022 Audited	2022-2023 Adopted	2023-2024 Proposed Amended
CURRENT SERVICE CHARGES (008)					
3401-3402	Public Service Impact/Development Fees	\$ 156,000	\$ -	\$ 50,000	\$ -
3403	Business Registration Fee	\$ 1,846	\$ 1,976	\$ 2,000	\$ 2,000
3406	Trucking Impact Fee	\$ 2,026	\$ 12,698	\$ 15,000	\$ 15,000
3407	ATM Commission	\$ 20	\$ 52	\$ -	\$ -
3409	Passport Fees	\$ -	\$ 20,113	\$ 10,000	\$ 10,000
3411	Tipping Fees - CDS Refuse	\$ 187,210	\$ 188,230	\$ 190,000	\$ 190,000
3404, 3418-31, 3470	Recreation Fees	\$ 81,006	\$ 268,103	\$ 326,500	\$ 341,500
3433-3435	Industrial Waste/Strong Motion/Runoff Fees	\$ 287,626	\$ 262,949	\$ 220,000	\$ 220,000
3450-3452	Planning - Fees	\$ 529,572	\$ 773,880	\$ 680,167	\$ 748,867
3453-3459	Miscellaneous Fees (Public Works)	\$ 51,150	\$ 58,377	\$ 55,800	\$ 55,800
3466	Sewer Connection Fees	\$ 38,116	\$ 67,558	\$ 30,000	\$ 30,000
3475	Police Towing Admin Fees	\$ 109,983	\$ 180,700	\$ 126,000	\$ 132,300
3491	Police Services Bus Lines	\$ 388,113	\$ 301,295	\$ 350,000	\$ 350,000
3462, 3482	Miscellaneous Fees (Police Department)	\$ 52,297	\$ 75,227	\$ 70,000	\$ 70,000
3405, 3432-38, 3463-90	Other	\$ 284,216	\$ 129,310	\$ 141,000	\$ 141,000
3492	Franchise - Admin Fees (AB939)	\$ 232,736	\$ 245,068	\$ 240,000	\$ 250,000
TOTAL CURRENT SERVICE CHARGES		\$ 2,401,917	\$ 2,585,536	\$ 2,506,467	\$ 2,556,467
OTHER REVENUE (009)					
3701	Franchise - Community Support	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
3770	Sale of Real or Personal Property	\$ 3,492	\$ 78,005	\$ 10,000	\$ 10,000
3705,3771-3787,3789,3996	Miscellaneous	\$ 113,814	\$ 313,209	\$ 152,036	\$ 152,036
3760, 3791	CIP and Engineering Costs Reimbursed	\$ 325,014	\$ 331,593	\$ 300,000	\$ 300,000
3901-3902	Prior Year Adjustments/Stale Checks	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER REVENUE		\$ 492,320	\$ 772,807	\$ 512,036	\$ 512,036
TOTAL REVENUES		\$ 61,176,266	\$ 72,599,032	\$ 69,716,654	\$ 75,057,325
CHARGES TO OTHER FUNDS (084)		\$ 2,674,733	\$ 2,676,650	\$ 2,698,115	\$ 2,702,388
FUNDS TRANSFERRED IN (089)		\$ 9,505,011	\$ 5,442,716	\$ 4,239,000	\$ 4,242,486
TOTAL GENERAL FUND		\$ 73,356,011	\$ 80,718,398	\$ 76,653,769	\$ 82,002,199

SUMMARY OF FUND ACTIVITY FISCAL YEAR 2023-2024

FUND DESCRIPTION	PROPOSED REVENUES		TOTAL REVENUES	PROPOSED APPROPRIATIONS		TOTAL EXPENDITURES
	REVENUES	TRANSFERS IN		EXPENDITURES	TRANSFERS OUT	
General	\$ 77,759,713	\$ 4,242,486	\$ 82,002,199	\$ 70,263,671	\$ 11,567,671	\$ 81,831,342
General Fund	77,759,713	4,242,486	82,002,199	70,263,671	11,567,671	81,831,342
General Liability	1,359,585	1,686,852	3,046,437	3,094,625	-	3,094,625
Workers' Compensation	1,476,306	900,000	2,376,306	2,329,683	-	2,329,683
Health Benefits	11,005,643	-	11,005,643	9,287,373	1,786,852	11,074,225
Combined Internal Services Fund	13,841,534	2,586,852	16,428,386	14,711,681	1,786,852	16,498,533
Debt Service - 2006 Series A & B Refunding	-	1,025,189	1,025,189	1,025,189	-	1,025,189
Debt Service - 2014 Taxable Lease Rev Ref Bonds	-	508,444	508,444	508,444	-	508,444
Debt Service - 2007A Refunding Rev Bonds	-	187,545	187,545	187,545	-	187,545
Debt Service - 2017 Lease Financing	-	287,950	287,950	287,950	-	287,950
Debt Service - Taxable Pension Obligation Bonds 2020	5,541,063	2,500	5,543,563	5,543,563	-	5,543,563
Debt Service - Lease Revenue Bonds, 2021	10,944,000	943,500	11,887,500	943,500	10,944,000	11,887,500
Combined Debt Service	16,485,063	2,955,128	19,440,191	8,496,191	10,944,000	19,440,191
Capital Improvements	-	50,894,884	50,894,884	50,894,884	-	50,894,884
GTrans	43,634,439	6,434,096	50,068,535	49,938,864	129,671	50,068,535
Sewer Fund	2,686,450	-	2,686,450	1,656,153	426,019	2,082,172
Combined Enterprise Funds	46,320,889	6,434,096	52,754,985	51,595,017	555,690	52,150,707
Equipment Revolving	-	-	-	-	-	-
Technology Replacement	203,141	250,000	453,141	200,607	-	200,607
Deferred Maintenance	-	850,000	850,000	-	1,005,000	1,005,000
Post Employment Benefits Fund	-	3,483,749	3,483,749	3,206,046	-	3,206,046
Vehicle Replacement Fund	-	650,000	650,000	775,000	-	775,000
Compensated Absences	-	1,000,000	1,000,000	-	-	-
Measure H Homeless Initiative	68,883	-	68,883	68,883	-	68,883
Asset Seizure Fund-Non Federal	-	-	-	150,000	-	150,000
Gardena Boulevard Revitalization	2,000,000	-	2,000,000	2,000,000	-	2,000,000
Digital Divide	4,000,000	-	4,000,000	4,000,000	-	4,000,000
Consolidated Street Lighting District	887,531	-	887,531	835,065	298,000	1,133,065
Artesia Blvd. Landscape District	21,662	-	21,662	21,662	-	21,662
State Gas Tax	1,730,150	-	1,730,150	590,597	1,390,000	1,980,597
Maxine Waters Federal Earmark	1,400,000	-	1,400,000	-	1,400,000	1,400,000

SUMMARY OF FUND ACTIVITY FISCAL YEAR 2023-2024

FUND DESCRIPTION	PROPOSED REVENUES		TOTAL REVENUES	PROPOSED APPROPRIATIONS		TOTAL EXPENDITURES
	REVENUES	TRANSFERS IN		EXPENDITURES	TRANSFERS OUT	
Supplement Law Enforcement (SLESF)	150,000	-	150,000	150,000	-	150,000
Traffic Safety Fund	75,500	-	75,500	-	75,500	75,500
Asset Forfeiture Fund	-	-	-	-	-	-
Measure W Safe Clean Water Program	830,500	-	830,500	554,000	845,000	1,399,000
Surface Trans Program Local Hazard Grant	-	-	-	-	-	-
Bicycle and Pedestrian Program	90,000	-	90,000	-	90,000	90,000
CPF Rosecrans Community Center	1,000,000	-	1,000,000	-	1,000,000	1,000,000
Façade Improvement Program	-	250,000	250,000	250,000	-	250,000
Local Early Action Planning Grants	-	-	-	-	-	-
Measure M Transit	2,864,928	-	2,864,928	-	2,864,928	2,864,928
GTrans OPEB Trust	200,000	-	200,000	-	-	-
City OPEB Trust Fund	-	750,000	750,000	-	-	-
Measure R Transit	2,872,168	-	2,872,168	-	2,872,168	2,872,168
Prop A Local Return	2,011,560	-	2,011,560	2,011,560	-	2,011,560
Prop 1B Capital	697,000	-	697,000	-	697,000	697,000
Prop 1B Security	-	-	-	-	-	-
AQMD - MSRC	-	-	-	50,000	-	50,000
Parks and Recreation Urban Park Grant	-	-	-	-	-	-
Measure A	1,900,000	-	1,900,000	-	1,900,000	1,900,000
South Coast AQMD	80,500	-	80,500	77,000	3,500	80,500
Prop C Local Return	1,457,090	-	1,457,090	41,228	4,240,117	4,281,345
Prop 68 State Parks Grant	7,010,000	-	7,010,000	-	7,160,000	7,160,000
Measure R Highway	3,447,267	-	3,447,267	-	3,447,267	3,447,267
Measure R Local Return	1,079,818	-	1,079,818	41,228	1,190,000	1,231,228
In Lieu Funds	810,000	-	810,000	-	4,656,000	4,656,000
Measure M Local Return	1,241,527	-	1,241,527	28,329	1,462,000	1,490,329
SB 1- Gas Tax	1,526,031	-	1,526,031	-	5,749,000	5,749,000
SB 2 Planning Grants Program	-	-	-	-	-	-
American Rescue Plan (ARP)	2,453,486	-	2,453,486	-	2,453,486	2,453,486
Unfunded Accrued Liability (UAL) Fund	-	466,957	466,957	-	-	-
Measure M Highway	5,246,000	-	5,246,000	-	5,246,000	5,246,000

SUMMARY OF FUND ACTIVITY FISCAL YEAR 2023-2024

FUND DESCRIPTION	PROPOSED REVENUES		TOTAL REVENUES	PROPOSED APPROPRIATIONS		TOTAL EXPENDITURES
	REVENUES	TRANSFERS IN		EXPENDITURES	TRANSFERS OUT	
UAL Fund - GTrans	-	129,671	129,671	-	-	-
UAL Fund - Sewer	-	6,019	6,019	-	-	-
Highway Safety Improvement Program	162,500	-	162,500	-	162,500	162,500
SCAMP	280,376	-	280,376	280,376	-	280,376
SCAMP - Home Delivery	219,000	-	219,000	219,000	-	219,000
Supportive Services Program	119,000	-	119,000	119,000	-	119,000
Social Center for Mentally Disabled	-	32,784	32,784	32,784	-	32,784
Senior Citizen Day Care - Trust	250	79,053	79,303	67,466	-	67,466
Family Child Care	3,669,933	-	3,669,933	3,669,933	-	3,669,933
Family Child Care CRRSA	-	-	-	-	-	-
Juvenile Justice & Intervention Program	-	-	-	-	-	-
Prop 56 - Tobacco Grant Program	-	-	-	-	-	-
BJA BYRNE Discretionary Grant	26,126	-	26,126	26,126	-	26,126
BJA Coronavirus Emergency Supp Funding	-	-	-	-	-	-
ABC Local Law Enforcement Agencies Prog.	-	-	-	-	-	-
State Homeland Security Grant Program	-	-	-	-	-	-
OTS DUI Enforcement Awareness Program	100,000	-	100,000	100,000	-	100,000
CDBG Admin	20,000	-	20,000	20,000	-	20,000
CDBG Handyman Fixup Program	-	-	-	-	-	-
CDBG Health and Safety Code Enforcement	-	-	-	-	-	-
CDBG Youth and Family Services Bureau	-	-	-	-	-	-
CDBG Senior Citizen Day Care Center	-	-	-	-	-	-
CDBG Block Grant	572,299	-	572,299	572,299	-	572,299
Combined Special Revenue Funds	52,524,226	7,948,233	60,472,459	20,158,189	50,207,466	70,365,655
TOTAL ALL FUNDS	\$ 206,931,425	\$ 75,061,679	\$ 281,993,104	\$ 216,119,633	\$ 75,061,679	\$ 291,181,312

**SUMMARY OF REVENUES AND EXPENDITURES
FISCAL YEAR 2023-2024 PROPOSED AMENDED BUDGET - ALL FUNDS**

Fund Description	Revenues	Expenditures	Delta
General Fund	\$82,002,199	\$81,831,342	\$170,857
Combined Internal Services	\$16,428,386	\$16,498,533	(\$70,147)
Combined Debt Service	\$19,440,191	\$19,440,191	\$0
Capital Improvement (CIP)	\$50,894,884	\$50,894,884	\$0
Combined Enterprise Funds - Transportation	\$50,068,535	\$50,068,535	\$0
Combined Enterprise Funds - Sewer	\$2,686,450	\$2,082,172	\$604,278
Special Revenue Funds	\$60,472,459	\$70,365,655	(\$9,893,196)
Total All Funds - not including beginning fund balance	\$281,993,104	\$291,181,312	(\$9,188,208)

A "structurally balanced budget" projects revenues to exceed expenditure appropriations within the term of the budget. The City's fiscal year (term) is from July 1 - June 30 so expenditure appropriations must be made within revenue projections. The variance between revenue and expenditures is referred to as the "delta" (^) and may be positive, reflecting a structurally balanced budget, or negative, indicating a structural imbalance. A structural imbalance is normally the result of the revenue being received in a prior fiscal year. When a positive delta exists at the end of a fiscal year, revenues may be appropriated to expend in the next fiscal year or may be set aside as a reserve to be used for an emergency or one-time opportunities. Fund balance reserves are not intended to offset normal operating cost or to balance an unstructured budget. The General Fund is the only fund that is totally discretionary and therefore must balance a negative delta in any fund; conversely other funds may not be used to balance a negative delta in the General Fund.



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**DEPARTMENT
PROPOSED AMENDED
BUDGETS
FISCAL YEAR 2023/2024**

OPERATIONAL DEPARTMENTS

CITIZENS OF GARDENA

ELECTED & CITY MANAGER'S OFFICES

**Administrative
Services**

Police

Public Works

**Recreation &
Human Services**

**Community
Development**

GTrans



Guy Mato
City Treasurer



Rodney G. Tanaka
Councilmember



Paulette C. Francis
Mayor Pro Tem



Tasha Cerda
Mayor



Mark E. Henderson Ed. D
Councilmember



Wanda Love
Councilmember



Mina Semenza
City Clerk



Clint Osorio
City Manager

ELECTED & CITY MANAGER'S OFFICES

City of Gardena

CITY COUNCIL

- Legislative body for the City of Gardena and serve on various committees, commissions, and boards
- Provides policy and operational direction to the City Manager
- Establishes City services and service levels; tax rates, fees, assessments,- and other revenue as set forth by the Gardena Municipal Code

CITY MANAGER

- Appoint all department heads and supervise the operation of all City departments.
- Implementing Mayor and City Council's policy decisions and objectives.
- Prepare and observe the municipal budget and make recommendations to the City Council.

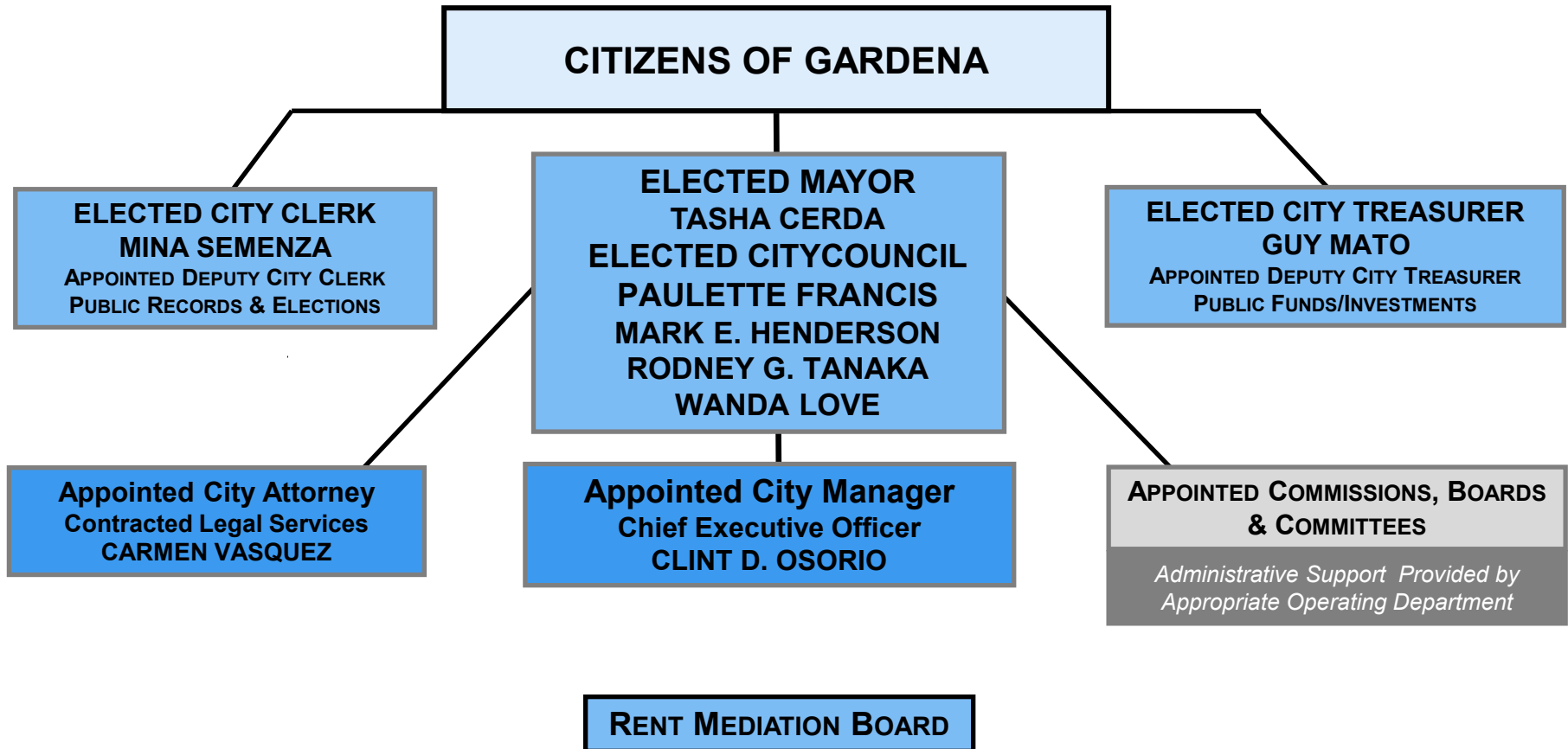
CITY CLERK

- Maintaining records and updating Municipal Code
- Provides resources to the public and City staff
- Publication and posting of ordinances, meetings, and other legal notices

CITY TREASURER

- Performs an oversight role of the investing of all public funds
- Advises the City Council with regard to investment policies and oversight
- Provides centralized cashing services for all City departments

ELECTED & CITY MANAGER'S OFFICES

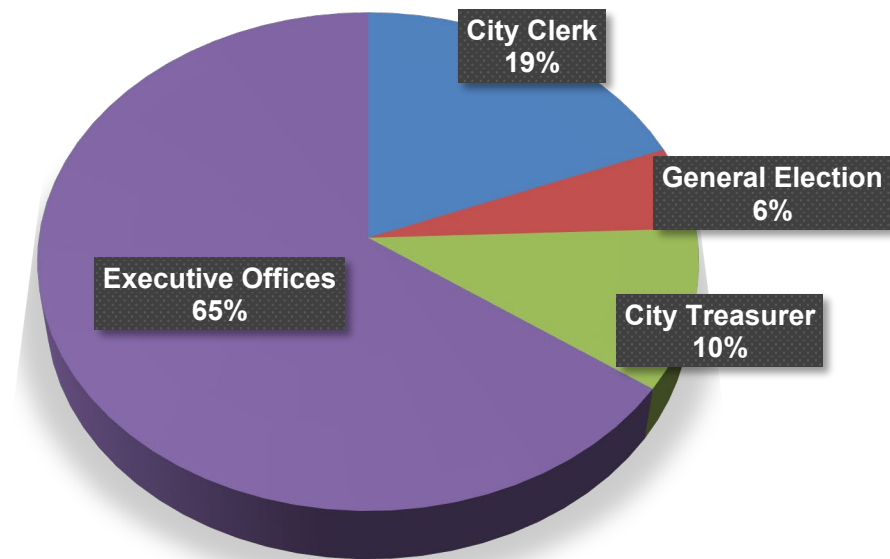


ELECTED & CITY MANAGER'S OFFICES

Staffing Plan - Full Time Equivalent Positions

	Budgeted FY 18/19	Budgeted FY 19/20	Budgeted FY 20/21	Budgeted FY 21/22	Budgeted FY 22/23	Proposed Amended FY 23/24
ELECTED & CITY MANAGER'S OFFICES						
Mayor & City Council Office						
Elected Mayor (1)	-	-	-	-	-	-
Elected Councilperson (4)	-	-	-	-	-	-
Executive Office Assistant	1.00	1.00	1.00	1.00	1.00	1.00
Total Mayor/Council Office	1.00	1.00	1.00	1.00	1.00	1.00
City Clerk's Office						
Elected City Clerk (1)	-	-	-	-	-	-
Appointed Deputy City Clerk	1.00	1.00	1.00	1.00	1.00	1.00
Records Management Coordinator	-	-	1.00	1.00	1.00	1.00
Customer Service Clerk II	1.00	1.00	1.00	1.00	1.00	1.00
Customer Service Clerk I	1.00	1.00	1.00	1.00	1.00	1.00
Total City Clerk's Office	3.00	3.00	4.00	4.00	4.00	4.00
City Treasurer's Office						
Elected City Treasurer (1)	-	-	-	-	-	-
Appointed Deputy City Treasurer	1.00	1.00	1.00	1.00	1.00	-
Appointed Deputy City Treasurer / Financial Services Manager	-	-	-	-	-	1.00
Senior Account Clerk	-	-	-	-	0.50	1.00
Account Clerk	0.54	0.54	-	-	-	-
Intern	-	-	-	0.75	-	-
Total City Treasurer's Office	1.54	1.54	1.00	1.75	1.50	2.00
City Manager's Office						
City Manager (Appointed by City Council)	1.00	1.00	1.00	1.00	1.00	1.00
Assistant City Manager	-	-	-	-	1.00	1.00
Public Information Officer	-	-	-	-	1.00	1.00
Administrative Aide	1.00	1.00	1.00	2.00	-	-
Administrative Analyst I	-	-	1.00	1.00	1.00	1.00
Senior Administrative Analyst	1.00	1.00	-	-	-	-
Clerk Typist	1.00	1.00	-	-	-	-
Intern	-	-	0.33	0.33	0.80	0.80
Rent Mediation Board (15)	-	-	-	-	-	-
Total City Manager's Office	4.00	4.00	3.33	4.33	4.80	4.80
TOTAL ELECTED & CITY MANAGER'S OFFICES	9.54	9.54	9.33	11.08	11.30	11.80

Elected and City Manager's Offices	Audited 2020-2021	Audited 2021-2022	Adopted 2022-2023	Proposed Amended 2023-2024
City Clerk	328,399	434,105	492,368	542,543
General Election	188	178,996	-	155,184
City Treasurer	269,207	250,945	273,887	297,715
City Manager	1,299,928	1,268,429	1,865,645	1,864,266
Total Elected and City Manager's Offices	1,897,722	2,132,474	2,631,900	2,859,708





ADMINISTRATIVE SERVICES

City of Gardena

The Administrative Services Department includes Human Resources, Technology, and, the Finance Division. We safeguard the short and long-term financial stability of the community through prudent fiscal policies, coordinate the recruitment and retention of top-notch employees, and safeguard the sensitive information that filters through our technology department. We are committed to providing excellent service to our internal departments and our community.

01 GOAL

Conduct an RFP to initiate the process of obtaining a new Enterprise Resource Planning system for accounting, procurement, planning, human resources, permitting, licensing, etc.

02 GOAL

Conducting a classification and compensation study to assure that top-notch employees are recruited and retained.

03 GOAL

Updating and streamlining the City websites to provide easily accessible information to the community.



ADMINISTRATIVE SERVICES

CITY MANAGER
CLINT OSORIO

DIRECTOR
RAY BEEMAN

TECHNOLOGY RESOURCES

Network Infrastructure
Desktop Computer Support
Mobile Devices Support
Telephone Administration
Cable Television
Webmaster
Graphics/Publications

FISCAL RESOURCES

Payroll & Benefits
Accounts Payable & Receivable
Revenue Management/Collections
Budgeting, Auditing,
Grant/Special Revenue Accounting
Financial Analysis & Reporting
Capital Funding/Debt Administration

HUMAN RESOURCES

Recruitment & Hiring
Classification & Compensation
Employee/Retiree Benefits
Workers Compensation
Labor Relations
Employee Services

PURCHASING

Procurement
Service Contracts
PO Issuance

RISK MANAGEMENT

Claim Processing
Property Damage Processing
Purchase Citywide Insurance

INVESTMENTS

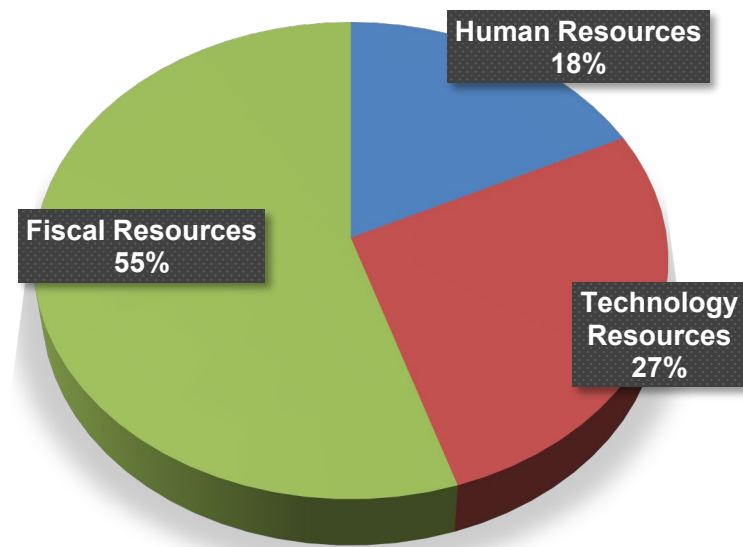
Investment Management
Investment Analysis
Ensure Sufficient Liquidity

ADMINISTRATIVE SERVICES

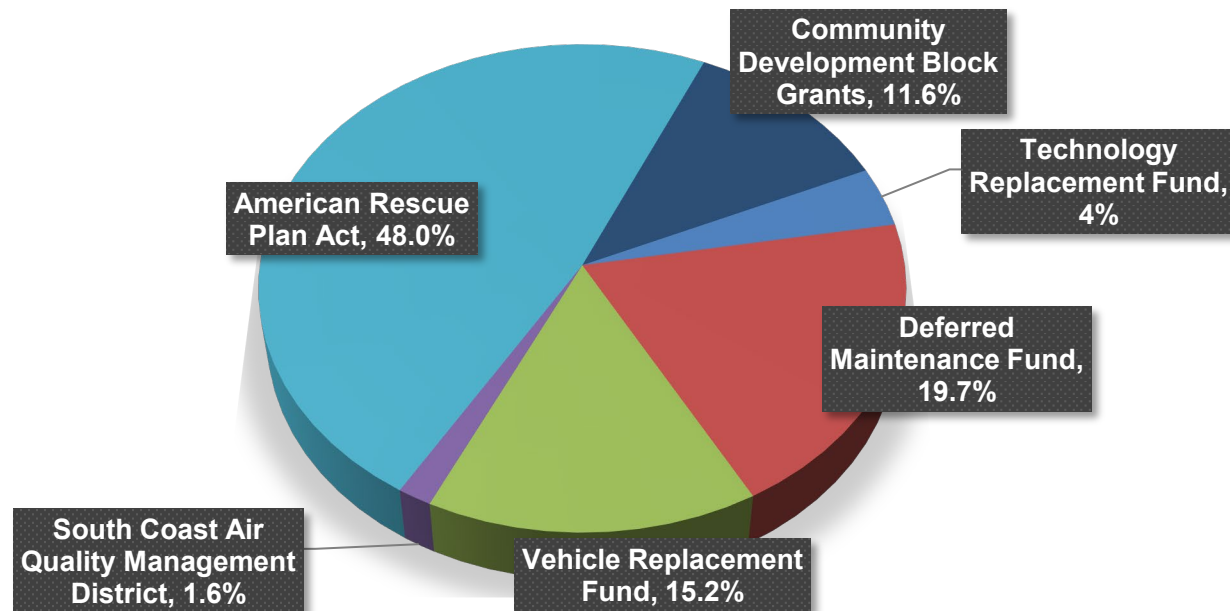
Staffing Plan - Full Time Equivalent Positions

	Budgeted FY 18/19	Budgeted FY 19/20	Budgeted FY 20/21	Budgeted FY 21/22	Budgeted FY 22/23	Proposed Amended FY 23/24
ADMINISTRATIVE SERVICES						
Fiscal Resources						
Administrative Services Director	1.00	1.00	-	-	1.00	1.00
Chief Fiscal Officer	1.00	1.00	1.00	1.00	-	-
Accounting/Finance Manager	1.00	1.00	-	-	-	-
Senior Accountant	1.00	1.00	-	-	-	-
Senior Accountant Grants	0.10	0.10	-	-	-	-
Cost Accountant	-	-	-	1.00	1.00	1.00
Administrative Services Manager	-	-	-	-	1.00	1.00
Administrative Analyst III	-	-	1.00	1.00	-	-
Administrative Analyst II	1.00	1.00	-	-	1.00	1.00
Administrative Analyst I	1.00	1.00	-	-	-	-
Admin Aide	1.00	1.00	-	-	-	-
Junior Accountant / Financial Services Technician	3.00	3.00	2.00	1.00	2.00	2.00
Payroll/Personnel Technician	1.00	1.00	1.00	1.00	1.00	1.00
Payroll Specialist	1.00	1.00	1.00	1.00	1.00	1.00
Intern	-	-	-	0.75	0.75	0.50
Account Clerk	0.46	0.46	-	-	-	-
Senior Account Clerk	1.00	1.00	1.00	1.00	1.50	2.00
Total Fiscal Resources	13.56	13.56	7.00	7.75	10.25	10.50
Human Resources						
Human Resources Manager	0.25	0.25	0.40	0.40	0.40	0.40
Senior Human Resources Analyst	-	-	-	-	0.40	0.40
Human Resources Analyst	-	-	0.40	0.40	0.50	0.50
Administrative Analyst I	-	-	2.00	2.00	-	-
Human Resources Technician	1.00	1.00	-	-	-	-
Human Resources Coordinator	-	-	-	-	0.50	0.50
Risk Management Analyst	-	-	-	-	1.00	1.00
Intern	-	-	-	-	0.75	0.75
Total Human Resources	1.25	1.25	2.80	2.80	3.55	3.55
Technology Resources						
Technology Manager	1.00	-	-	-	-	-
Information Technology Supervisor	-	-	-	-	1.00	1.00
Information Technology Coordinator	3.00	3.00	2.00	2.00	1.00	1.00
Graphics Technician	1.00	1.00	-	-	-	-
Help Desk Technician	-	-	1.00	1.00	2.00	2.00
Intermediate Clerk Typist	1.00	1.00	-	-	-	-
Intern	-	-	-	0.75	-	-
Total Technology Resources	6.00	5.00	3.00	3.75	4.00	4.00
TOTAL ADMINISTRATIVE SERVICES	20.81	19.81	12.80	14.30	17.80	18.05

Administrative Services	Audited 2020-2021	Audited 2021-2022	Adopted 2022-2023	Proposed Amended 2023-2024
Human Resources	273,412	183,335	460,249	509,144
Technology Resources	516,716	557,296	646,926	781,995
Fiscal Resources	865,842	1,020,911	1,383,414	1,576,278
Total Administrative Services	1,655,970	1,761,542	2,490,589	2,867,417



Special Revenue Funds Administrative Services	Audited 2020-2021	Audited 2021-2022	Adopted 2022-2023	Proposed Amended 2023-2024
Technology Replacement Fund	100,125	254,987	208,000	200,607
Deferred Maintenance Fund	38,017	400,660	704,000	1,005,000
Vehicle Replacement Fund	527,972	528,747	550,000	775,000
South Coast Air Quality Management District	132,812	197,048	80,500	80,500
American Rescue Plan Act	7,501,031	3,552,583	2,300,000	2,453,486
HOME ARP	-	-	1,040,280	-
Community Development Block Grants	619,521	131,484	499,355	592,299
Total Administrative Services Special Revenue Funds	8,919,478	5,065,509	5,382,135	5,106,892





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COMMUNITY DEVELOPMENT DEPARTMENT

City of Gardena

The Community Development Department provides a variety of services. City Planning provides support to administer plans, programs, design guidelines and new legislation. The Economic Development Division is responsible for the attraction, retention, and expansion of businesses. The Building and Safety Division reviews construction plans to ensure they meet state building codes, issue permits, and provides inspections. The Code Enforcement and Animal Control Division ensure code compliance and investigate violations ensuring properties and activities are conducted in accordance with the City’s municipal code.

- 01

GOAL

Establish economic development programs to enhance business outreach, marketing, and investment, increasing communication and partnership with local businesses.
- 02

GOAL

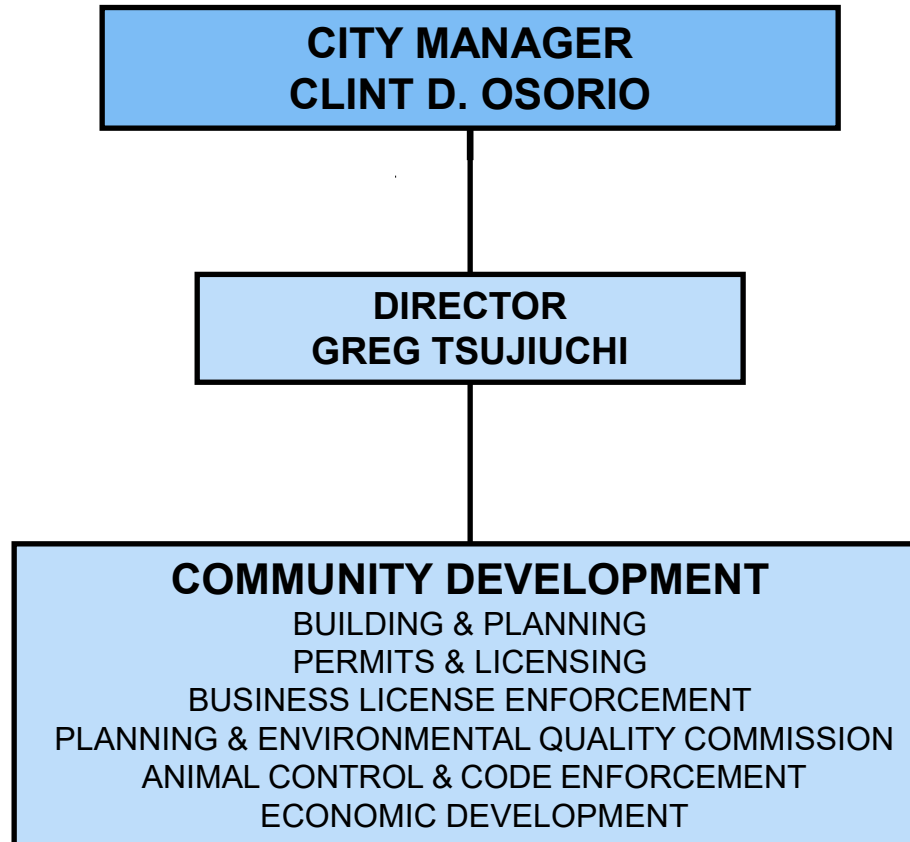
Expedite the building plan check process by providing online payment option for plan check fees, reducing customer wait time for plan check process.
- 03

GOAL

Maintain awareness and applicability of all new housing legislation to minimize any negative impacts to the City, increasing knowledge and proficiency of housing legislation.



COMMUNITY DEVELOPMENT

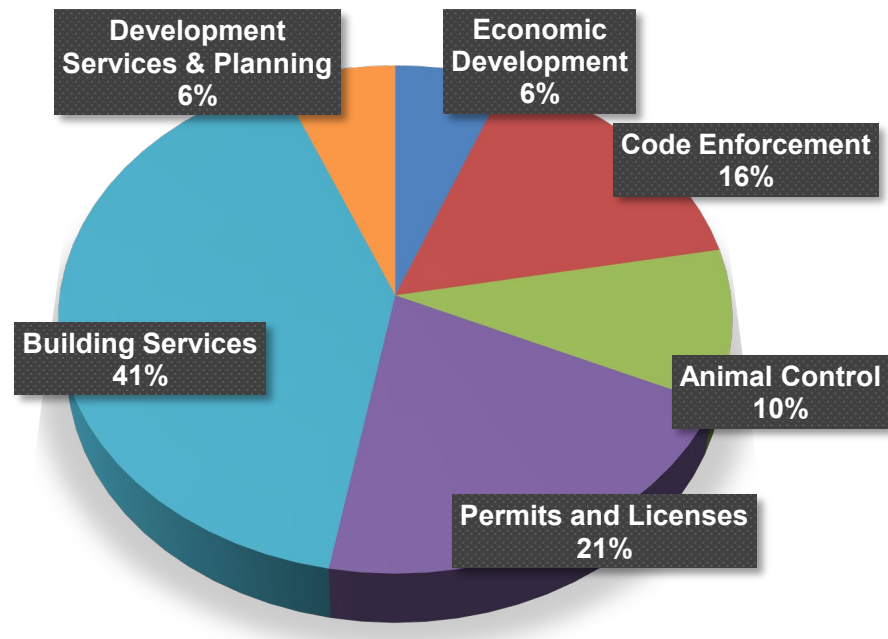


COMMUNITY DEVELOPMENT

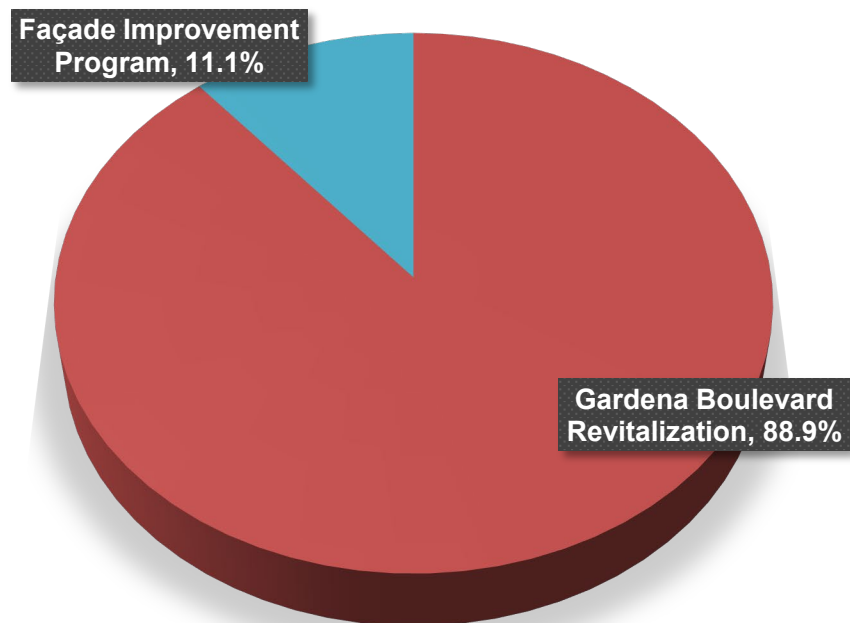
Staffing Plan - Full Time Equivalent Positions

	Budgeted FY 18/19	Budgeted FY 19/20	Budgeted FY 20/21	Budgeted FY 21/22	Budgeted FY 22/23	Proposed Amended FY 23/24
COMMUNITY DEVELOPMENT						
Code Enforcement & Animal Control						
Code Enforcement Officer	2.00	2.00	1.00	1.00	2.00	3.00
Code Enforcement Supervisor	-	-	-	-	-	1.00
Community Service Officer	-	-	1.00	1.75	1.75	1.75
Total Code Enforcement & Animal Control	2.00	2.00	2.00	2.75	3.75	5.75
Economic Development						
Economic Development Manager	1.00	1.00	1.00	1.00	1.00	1.00
Total Economic Development	1.00	1.00	1.00	1.00	1.00	1.00
Building, Development & Planning						
Director of Community Development	-	-	1.00	1.00	1.00	1.00
Administrative Services Manager	1.00	1.00	-	-	-	-
Administrative Aide	1.00	1.00	-	-	-	-
Intern	-	-	-	0.34	-	-
General Building Inspector	2.00	2.00	1.00	1.00	2.00	2.00
Planning Assistant	2.00	2.00	1.00	-	1.00	1.00
Planning Associate	-	-	-	-	-	1.00
Planning Commissioner (5)	-	-	-	-	-	-
Program Coordinator	-	-	-	-	1.00	1.00
Senior Planner	1.00	1.00	1.00	2.00	1.00	1.00
Total Building, Development & Planning	7.00	7.00	4.00	4.34	6.00	7.00
Permits & Licences						
Customer Service Clerk I	-	-	-	-	0.60	0.60
Senior Clerk Typist	1.00	1.00	1.00	1.00	-	-
Permit/Licensing Technician I	4.00	4.00	2.00	2.00	2.00	3.00
Permit/Licensing Technician II	1.00	1.00	1.00	1.00	2.00	2.00
Total Permits & Licences	6.00	6.00	4.00	4.00	4.60	5.60
TOTAL COMMUNITY DEVELOPMENT	16.00	16.00	11.00	12.09	15.35	19.35

Community Development	Audited 2020-2021	Audited 2021-2022	Adopted 2022-2023	Proposed Amended 2023-2024
Economic Development	14,514	-	159,907	180,426
Code Enforcement	-	-	106,651	490,102
Animal Control	79,138	117,352	280,361	296,146
Permits and Licenses	432,334	449,932	583,168	641,324
Building Services	930,947	1,588,723	1,323,731	1,245,469
Development Services & Planning	129,487	127,118	65,565	187,663
Total Community Development	1,586,421	2,283,125	2,519,383	3,041,130



Special Revenue Funds Community Development	Audited 2020-2021	Audited 2021-2022	Adopted 2022-2023	Proposed Amended 2023-2024
Community Development Block Grants	123,458	134,883	156,000	-
Gardena Boulevard Revitalization	-	-	-	2,000,000
SB 2 Planning Grant	58,283	58,133	100,000	-
Local Early Action Planning (LEAP) Grant	15,400	104,745	200,000	-
Façade Improvement Program	-	-	-	250,000
Total Community Development Special Revenue Funds	197,142	297,761	456,000	2,250,000





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GTRANS

City of Gardena

Providing transit service to the City of Gardena and surrounding communities for over 82 years, GTrans provides safe and reliable transportation to the communities we serve. Providing nearly 3 million trips annually using a fleet of alternatively-fueled, zero-emission buses, the service area extends to various cities in the South Bay. In addition GTrans operates a paratransit service for seniors and persons with disabilities.

01 GOAL

Identify and implement new service opportunities that will provide improved mobility for GTrans customers, and promote efficiencies within the design and operation of the service.

02 GOAL

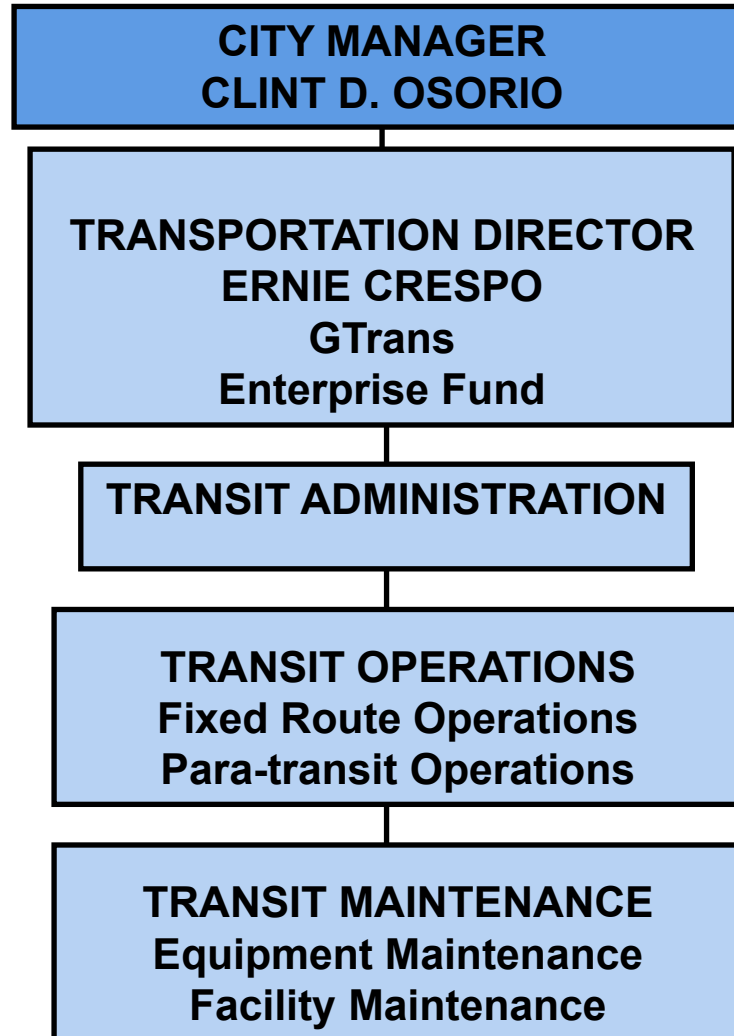
Develop and implement employee training programs to improve customer service, leadership and communication skill sets.

03 GOAL

Create infrastructure supporting Compressed Natural Gas fueling, charging of zero-emission battery electric buses and energy generation through installation of charging stations, solar panels and battery storage.



GTRANS



GTRANS

Staffing Plan - Full Time Equivalent Positions

TRANSPORTATION

Transit Administration

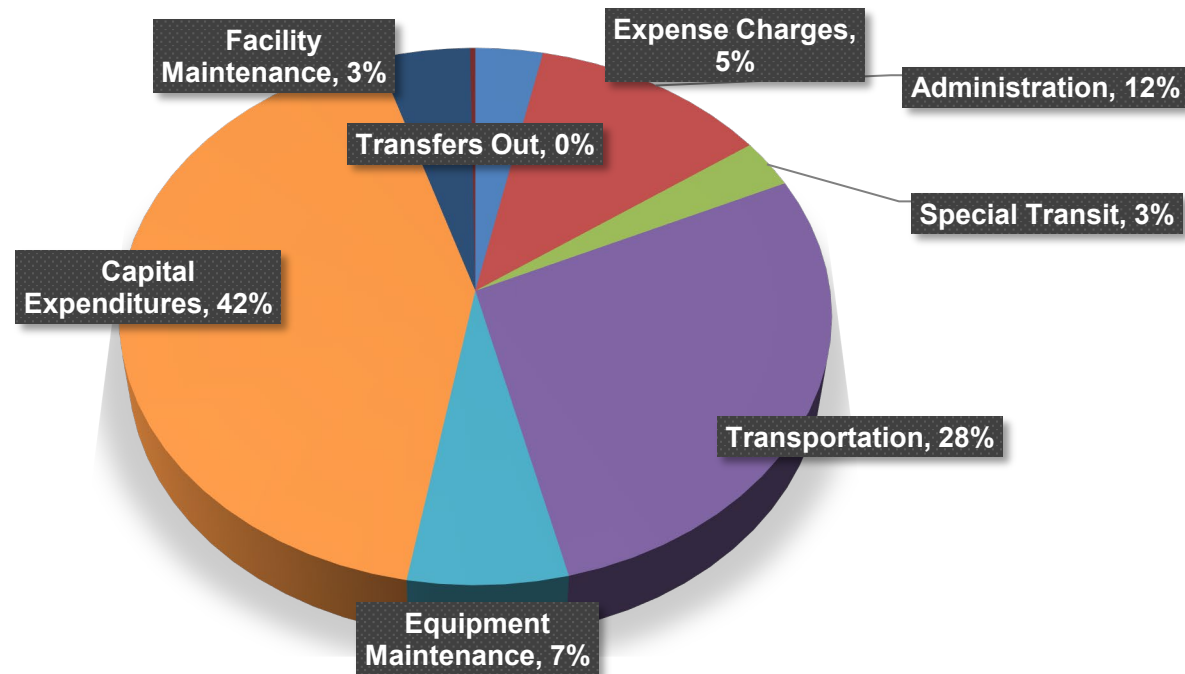
	Budgeted FY 18/19	Budgeted FY 19/20	Budgeted FY 20/21	Budgeted FY 21/22	Budgeted FY 22/23	Proposed Amended FY 23/24
Transportation Director	1.00	1.00	1.00	1.00	1.00	1.00
Transit Administrative Officer	1.00	1.00	1.00	1.00	1.00	1.00
Transit Operations Officer	1.00	1.00	1.00	1.00	1.00	1.00
Human Resources Manager	0.60	0.60	0.60	0.60	0.60	0.60
Senior Human Resources Analyst	-	-	-	-	0.60	0.60
Human Resources Analyst	0.60	0.60	0.60	0.60	0.50	0.50
Financial Services Manager	1.00	1.00	1.00	1.00	1.00	1.00
Transit Administration Supervisor	-	-	-	-	1.00	1.00
Transportation Administrative Manager	1.00	1.00	-	-	-	-
Administrative Analyst III	1.00	1.00	-	-	-	-
Administrative Analyst II	-	-	1.00	1.00	1.00	1.00
Information Technology Systems Analyst	1.00	1.00	1.00	1.00	1.00	1.00
Senior Accountant Grants	0.90	0.90	0.90	1.00	1.00	1.00
Administrative Analyst I	4.00	4.00	2.00	2.00	1.00	1.00
Administrative Aide	2.00	2.00	3.00	3.00	2.00	2.00
Administrative Coordinator	-	-	-	-	1.00	1.00
Financial Services Technician	-	-	-	-	1.00	1.00
Program Coordinator	-	-	-	-	1.00	1.00
Transit Marketing Coordinator	-	-	-	1.00	1.00	1.00
Human Resources Coordinator	-	-	-	-	1.50	1.50
Secretary	1.00	1.00	1.00	1.00	-	-
Customer Service Clerk I	1.79	1.79	1.00	1.00	1.00	1.00
Intern	-	-	-	-	1.50	1.50
Total Transit Administration	17.89	17.89	15.10	16.20	20.70	20.70

GTRANS

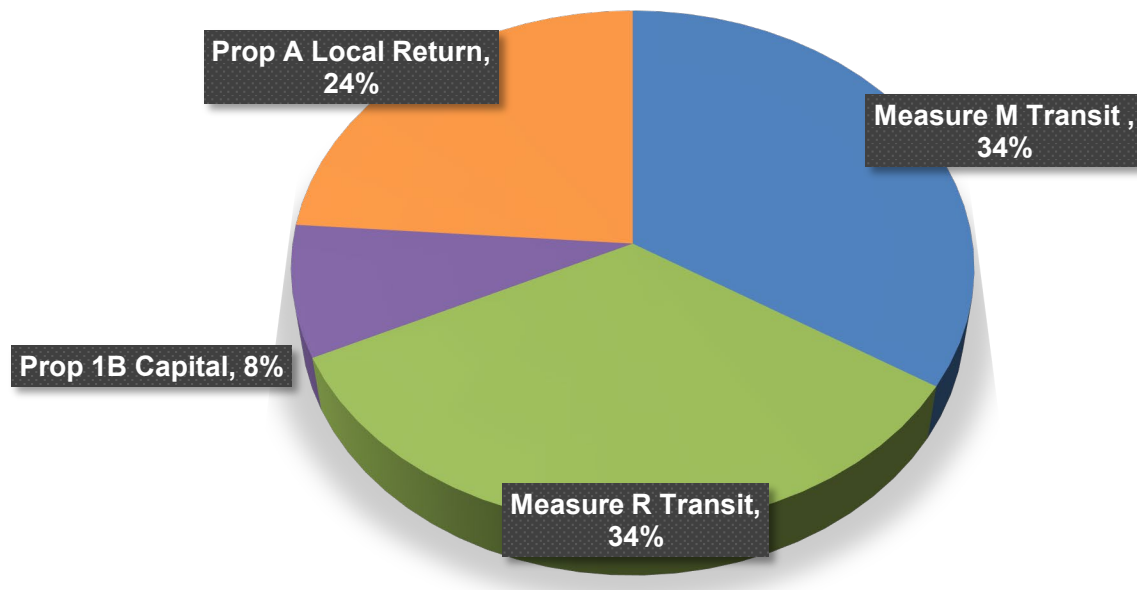
Staffing Plan - Full Time Equivalent Positions

	Budgeted FY 18/19	Budgeted FY 19/20	Budgeted FY 20/21	Budgeted FY 21/22	Budgeted FY 22/23	Proposed Amended FY 23/24
TRANSPORTATION cont.						
Transit Operations						
Transit Operations Manager	1.00	1.00	1.00	1.00	1.00	1.00
Transit Training and Safety Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Transit Operations Training Coordinator	-	-	-	-	1.00	1.00
Transit Planning & Scheduling Analyst	-	-	1.00	1.00	1.00	1.00
Senior Transportation Operations Supervisor	-	-	-	-	1.00	1.00
Route Supervisors	9.00	9.00	11.00	11.00	11.00	11.00
Bus Operators	88.00	88.00	72.91	72.91	74.80	76.80
Paratransit Dispatcher	1.00	1.00	1.00	1.00	1.00	1.00
Paratransit Drivers	5.46	5.46	5.46	5.46	5.46	6.30
Relief Bus Operator Trainees	-	-	-	-	2.00	2.00
Relief Bus Operators	5.00	5.00	8.41	8.41	13.50	13.50
Total Transit Operations	110.46	110.46	101.78	101.78	112.76	115.60
Transit Maintenance						
Transit Maintenance Manager	1.00	1.00	1.00	1.00	1.00	1.00
Transit Maintenance Coordinator	-	-	-	-	1.00	1.00
Fleet Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Facilities Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Management Analyst I	1.00	1.00	-	-	-	-
Transit Equipment Mechanics - Lead	2.00	2.00	2.00	2.00	2.00	2.00
Transit Equipment Mechanics	8.00	8.00	7.00	7.00	7.00	7.00
Transit Parts/Storeroom Coordinator	1.00	1.00	1.00	1.00	2.00	2.00
Maintenance Coordinator	-	-	-	1.00	1.00	1.00
Sr. Building Maintenance Worker	1.00	1.00	1.00	1.00	1.00	1.00
Sr. Transit Utility Specialist	1.00	1.00	2.00	2.00	2.00	2.00
Apprentice Mechanic	2.00	2.00	-	-	1.00	1.00
Equipment Utility Worker II	1.00	1.00	1.00	1.00	1.00	1.00
Equipment Utility Worker I	5.00	5.00	3.00	3.00	5.00	5.00
Total Transit Maintenance	25.00	25.00	20.00	21.00	26.00	26.00
TOTAL TRANSPORTATION	153.35	153.35	136.88	138.98	159.46	162.30

GTrans	Audited 2020-2021	Audited 2021-2022	Adopted 2022-2023	Proposed Amended 2023-2024
Facility Maintenance	655,755	768,621	967,275	1,675,034
Administration	7,462,191	3,154,990	5,429,504	5,933,183
Special Transit	488,079	513,019	1,087,178	1,453,529
Transportation	9,985,876	10,667,127	13,242,836	14,049,698
Equipment Maintenance	2,365,722	2,516,497	3,195,737	3,329,170
Capital Expenditures	-	4,755,979	9,080,386	21,192,575
Expense Charges	2,305,675	2,305,675	2,305,675	2,305,675
Transfers Out	199,458	83,358	128,450	129,671
Total GTrans	23,462,756	24,765,266	35,437,041	50,068,535



Special Revenue Funds GTrans	Audited 2020-2021	Audited 2021-2022	Adopted 2022-2023	Proposed Amended 2023-2024
Measure M Transit	1,824,788	2,373,346	2,864,928	2,864,928
GTrans OPEB Trust Fund	-	-	-	-
Measure R Transit	1,843,446	2,378,483	2,872,168	2,872,168
Prop 1B Capital	-	9,024	-	697,000
Prop 1B Security	-	1,608	100,000	-
Prop A Local Return	938,759	1,777,030	1,491,878	2,011,560
Total GTrans Special Revenue Funds	4,606,993	6,539,491	7,328,974	8,445,656





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POLICE DEPARTMENT

City of Gardena

Our role is to foster a responsible partnership with the community to identify, reduce, eliminate, and prevent problems that impact community safety and order. Our employees provide law enforcement services directed toward achieving the goals and objectives of the Police Department and the City. While adhering to the Law Enforcement Code of Ethics, we execute our activities along with our fellow departments to ensure that all work efforts effectively mobilize the resources of the Police Department to promote public safety in our community.

01 GOAL

Succession Planning- Develop innovative ways to recruit, mentor, and retain the next generation of employees at the Gardena Police Department.

02 GOAL

District Policing- Continue to evolve our Community Policing outreach to strengthen trust with our community partners.

03 GOAL

Innovation and Technology to Create a Safer Future- Use innovation and technology to increase safety and effectiveness when impacting crime and disorder.

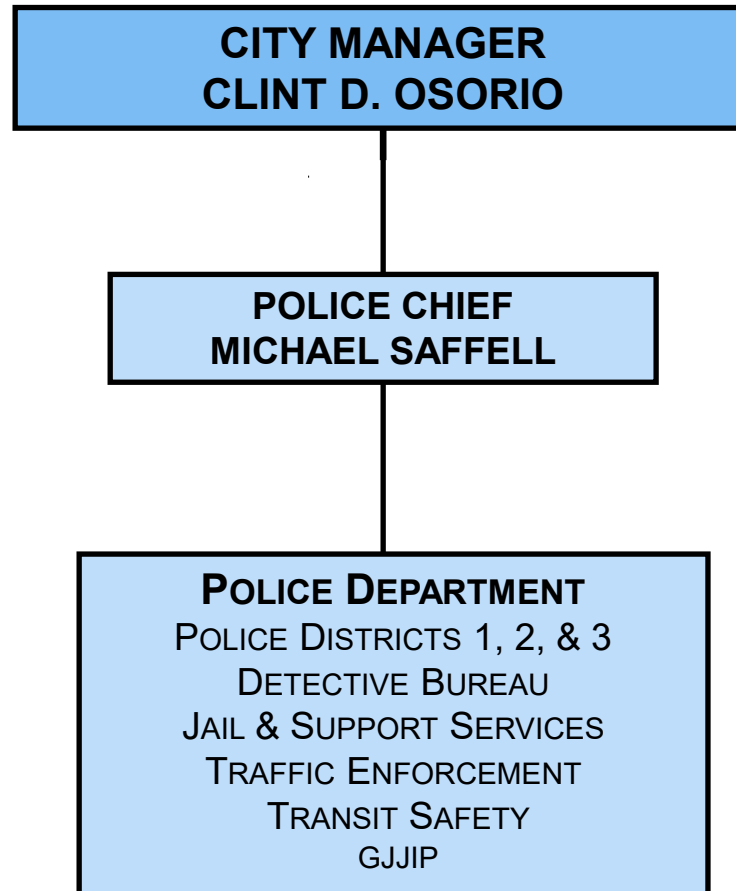


PLANNING FOR THE FUTURE.



More Information:
www.cityofgardena.org

POLICE

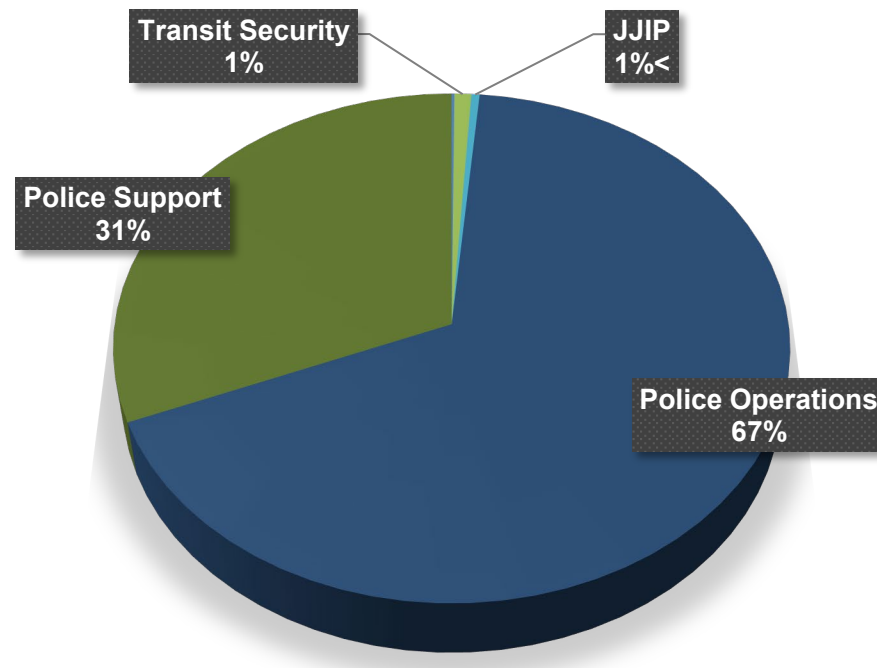


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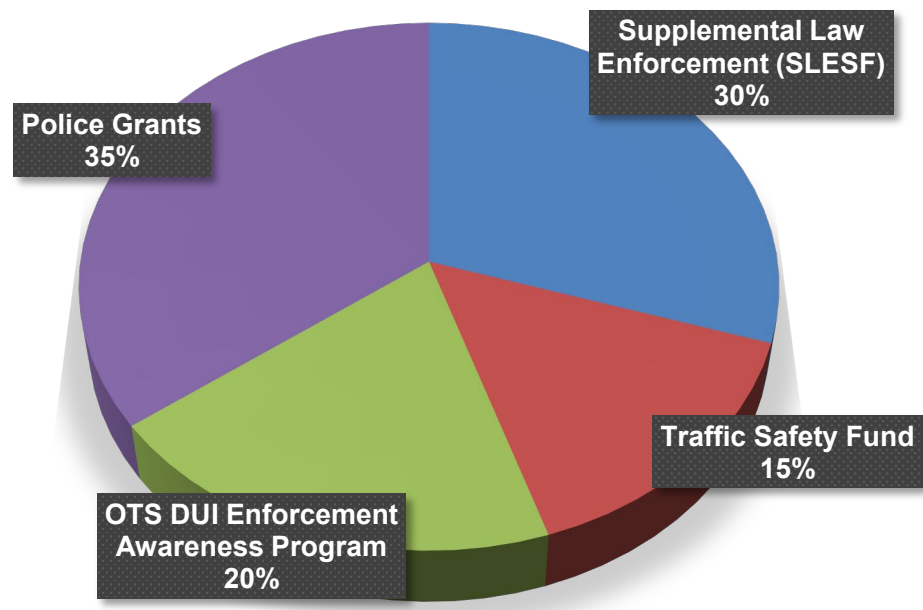
Staffing Plan - Full Time Equivalent Positions

	Budgeted FY 18/19	Budgeted FY 19/20	Budgeted FY 20/21	Budgeted FY 21/22	Budgeted FY 22/23	Proposed Amended FY 23/24
POLICE & COMMUNITY SAFETY						
Sworn Staffing						
Police Chief	1.00	1.00	1.00	1.00	1.00	1.00
Police Captain	2.00	2.00	1.00	2.00	2.00	2.00
Police Lieutenant	6.00	6.00	5.00	5.00	6.00	6.00
Police Sergeant	13.00	13.00	13.00	13.00	14.00	14.00
Police Officer	73.00	72.00	67.00	66.00	64.00	66.00
Police Trainee	-	-	1.50	-	2.00	2.00
Total Sworn	95.00	94.00	88.50	87.00	89.00	91.00
Non-Sworn Police Department						
Administrative Management Analyst I	0.30	0.30	0.30	0.30	0.40	0.40
Administrative Analyst III	1.00	1.00	-	-	-	-
Forensic Technician	1.00	1.00	1.00	1.00	1.00	1.00
Admin Support Services Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant to Chief of Police	-	-	-	-	1.00	1.00
Administrative Aide	1.00	1.00	1.00	1.00	1.00	2.00
Police Service Officer	9.00	9.00	7.00	8.00	10.00	11.00
Police Records Technician II	6.00	6.00	4.00	4.00	4.00	4.00
Police Records Technician I	2.00	2.00	4.00	4.00	4.00	4.00
Police Service Technician	2.00	2.00	2.00	2.00	2.00	1.00
Public Safety Officer	1.00	1.00	-	-	-	-
Police Assistant	18.61	18.61	14.99	14.99	15.50	14.50
Total Non-Sworn	42.91	42.91	35.29	36.29	39.90	39.90
TOTAL POLICE & COMMUNITY SAFETY	137.91	136.91	123.79	123.29	128.90	130.90

Police Department	Audited 2020-2021	Audited 2021-2022	Adopted 2022-2023	Proposed Amended 2023-2024
Juvenile Justice & Intervention Program	33,438	44,316	50,000	50,000
Transit Security	233,897	273,372	292,837	306,480
Parking Compliance	134,984	158,017	150,100	150,100
Police Operations	17,329,004	18,939,894	22,073,934	23,469,923
Police Support	7,533,109	8,648,742	10,311,626	10,832,685
Total Police	25,264,433	28,064,341	32,878,497	34,809,188



Special Revenue Funds Police Department	Audited 2020-2021	Audited 2021-2022	Adopted 2022-2023	Proposed Amended 2023-2024
Supplemental Law Enforcement (SLESF)	70,525	58,993	150,000	150,000
Traffic Safety Fund	-	-	75,500	75,500
OTS DUI Enforcement Awareness Program	69,760	77,230	100,000	100,000
Police Grants	810,714	230,182	26,126	176,126
Total Police Department Special Revenue Funds	950,999	366,405	351,626	501,626





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PUBLIC WORKS

City of Gardena

The Public Works Department maintains the safety and aesthetics of the city streets, facilities, parks, medians and equipment at the highest standards. The Department provides continual maintenance and improvement of the City's physical infrastructure and facilities and provides quality engineering service.

01 GOAL

Monitor and Update Public Works Fleet and Equipment to Reduce replacement cost for fleet improvement.

02 GOAL

Develop Geographical Information System for Efficient operations by streamlining processes.

03 GOAL

Update City Design Standards & Provisions insuring Infrastructure compliance for all buildings within the City jurisdiction

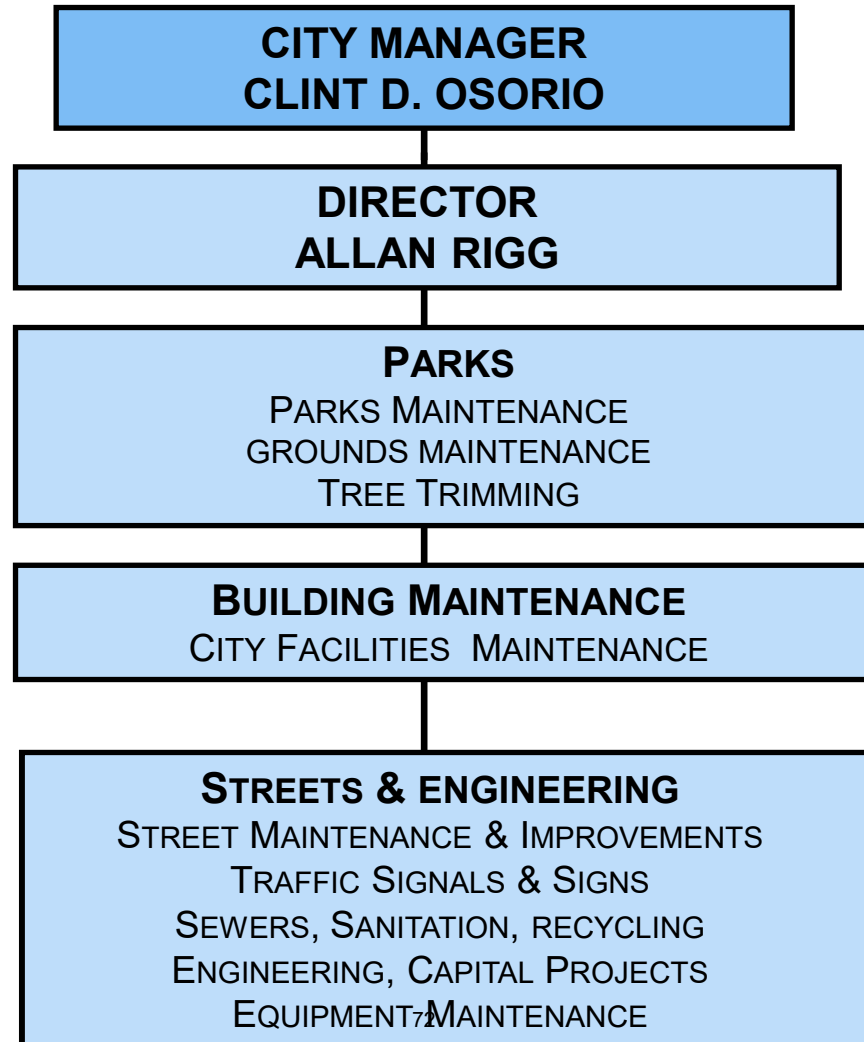


PLANNING FOR THE FUTURE.



More Information:
www.cityofgardena.org

PUBLIC WORKS



PUBLIC WORKS

Staffing Plan - Full Time Equivalent Positions

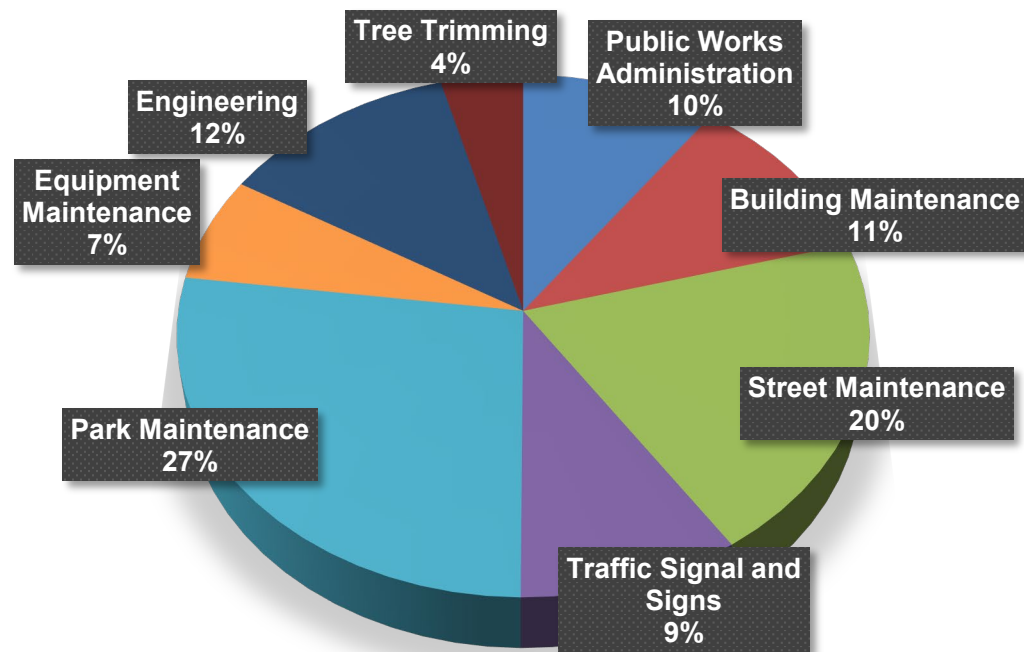
	Budgeted FY 18/19	Budgeted FY 19/20	Budgeted FY 20/21	Budgeted FY 21/22	Budgeted FY 22/23	Proposed Amended FY 23/24
PUBLIC WORKS						
Parks						
Park Superintendent	1.00	1.00	1.00	1.00	-	-
Park Maintenance Lead	2.00	2.00	2.00	2.00	2.00	2.00
Tree Trimmer II	2.00	2.00	2.00	2.00	2.00	2.00
Park Maintenance Worker II	3.00	3.00	3.00	3.00	3.00	3.00
Park Maintenance Worker I	6.64	6.64	3.00	4.50	4.50	4.50
<i>Total Parks</i>	14.64	14.64	11.00	12.50	11.50	11.50
Facilities						
Maintenance Painter	1.00	1.00	-	-	-	-
Senior Building Maintenance Worker	-	-	1.00	1.00	1.00	1.00
Sr. Maintenance Worker	1.00	1.00	1.00	1.00	-	-
Building Maintenance Worker	-	-	-	-	1.00	1.00
Building Maintenance Lead	1.00	1.00	1.00	1.00	1.00	1.00
<i>Total Facilities</i>	3.00	3.00	3.00	3.00	3.00	3.00
Handy-Worker Program						
Public Works Coordinator	1.00	1.00	1.00	1.00	1.00	1.00
Home Improvement Leadperson	1.00	1.00	-	-	-	-
Home Improvement Maintenance Helper	1.00	1.00	1.00	1.00	1.00	1.00
<i>Total Handy-Worker Program</i>	3.00	3.00	2.00	2.00	2.00	2.00

PUBLIC WORKS

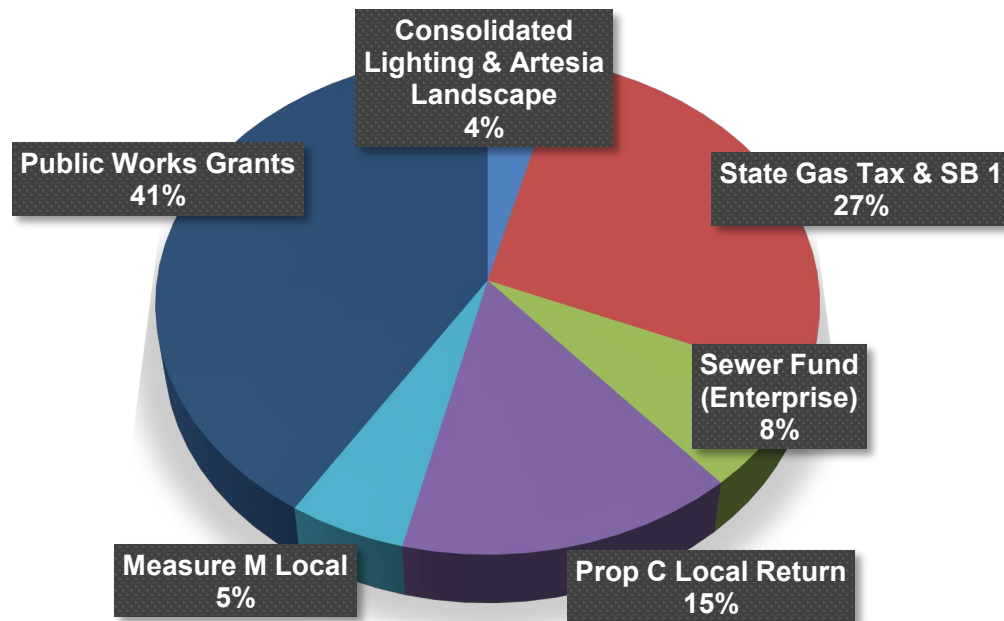
Staffing Plan - Full Time Equivalent Positions

	Budgeted FY 18/19	Budgeted FY 19/20	Budgeted FY 20/21	Budgeted FY 21/22	Budgeted FY 22/23	Proposed Amended FY 23/24
PUBLIC WORKS cont.						
<u>Streets & Engineering</u>						
Director of Public Works	1.00	1.00	-	1.00	1.00	1.00
Assistant Director/City Engineer	-	-	-	-	1.00	1.00
Public Works Superintendent	-	-	-	-	1.00	1.00
Administrative Aide	-	-	1.00	1.00	-	-
Program Coordinator	-	-	-	-	1.00	1.00
Administrative Management Analyst II	1.00	1.00	-	-	-	-
Administrative Analyst I	1.00	1.00	-	-	-	-
Administrative Analyst II	-	-	1.00	1.00	1.00	1.00
Principal Civil Engineer	1.00	1.00	1.00	1.00	-	-
Civil Engineer	-	-	-	-	1.00	1.00
Street Maintenance Superintendent	1.00	1.00	-	-	-	-
Associate Engineer	2.00	2.00	2.00	2.00	1.00	1.00
Assistant Engineer	-	-	-	1.00	1.00	1.00
Electrical/Signal Technician II	1.00	1.00	1.00	1.00	1.00	1.00
Public Works Inspector					1.00	1.00
Public Work Lead	2.00	2.00	2.00	2.00	2.00	2.00
Electrical/Signal Technician I	1.00	1.00	1.00	1.00	1.00	1.00
Engineering Technician	1.00	1.00	1.00	1.00	1.00	1.00
Lead Equipment Mechanic	-	-	-	-	1.00	1.00
Equipment Mechanic	2.00	2.00	2.00	2.00	1.00	1.00
Heavy Equipment Operator	2.00	2.00	2.00	2.00	2.00	2.00
Street Traffic Painter	1.00	1.00	1.00	1.00	1.00	1.00
Street Sweeper Operator	2.00	2.00	2.00	2.00	2.00	2.00
Sewer Maintenance Worker	3.00	3.00	2.00	2.00	2.00	2.00
Cement Finisher	1.00	1.00	-	-	-	-
Secretary	1.00	1.00	-	-	1.00	1.00
Engineering Aide	1.00	1.00	-	-	-	-
Street Maintenance Workers	3.55	3.55	2.00	2.00	2.00	2.00
Graffiti Technician	1.00	1.00	1.00	1.00	1.00	1.00
Right-of-Way Worker	3.20	3.20	3.83	3.83	4.30	4.30
Intern	-	-	-	1.00	1.00	1.00
Clerk Typist	0.68	0.68	-	-	-	-
Total Streets & Engineering	33.43	33.43	25.83	28.83	32.30	32.30
TOTAL PUBLIC WORKS	54.07	54.07	41.83	46.33	48.80	48.80

Public Works	Audited 2020-2021	Audited 2021-2022	Adopted 2022-2023	Proposed Amended 2023-2024
Public Works Administration	241,421	463,435	493,983	695,592
Building Maintenance	831,964	693,615	740,500	753,351
Street Maintenance	883,857	942,187	1,448,571	1,385,089
Traffic Signal and Signs	485,659	530,754	619,360	662,936
Park Maintenance	1,334,705	1,707,413	1,677,509	1,882,725
Equipment Maintenance	363,341	399,892	438,936	454,098
Engineering	461,343	532,871	808,341	851,992
Tree Trimming	238,109	231,046	281,850	293,630
Total Public Works	4,840,401	5,501,213	6,509,050	6,979,413



Special Revenue Funds Public Works	Audited 2020-2021	Audited 2021-2022	Adopted 2022-2023	Proposed Amended 2023-2024
Consolidated Lighting & Artesia Landscape	758,068	770,381	1,110,707	1,154,727
State Gas Tax & SB 1	3,061,721	1,348,740	6,108,847	7,729,597
Sewer Fund (Enterprise)	1,287,499	1,764,347	2,427,020	2,082,172
Prop C Local Return	596,118	782,417	4,087,947	4,281,345
Measure M Local	185,259	1,842,913	1,496,305	1,490,329
Community Development Block Grants	158,433	76,724	238,710	-
Public Works Grants	1,505,551	7,177,364	10,530,013	11,625,995
Total Public Works Special Revenue Funds	7,552,650	13,762,886	25,999,549	28,364,165





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RECREATION & HUMAN SERVICES

City of Gardena

The Recreation and Human Services Department is responsible for providing a broad array of recreation, social and community services to a diverse community of individuals, families, and organizations. The Department is advised by four Commissions appointed by the City Council: Recreation and Parks, Senior Citizens, Youth, and Human Services. The Department has two program divisions: the Recreation Division and the Human Services Division.

01 GOAL

To support and promote the quality of life and the local economy; and ensure public safety by providing a number and quality of safe, accessible, and affordable programs.

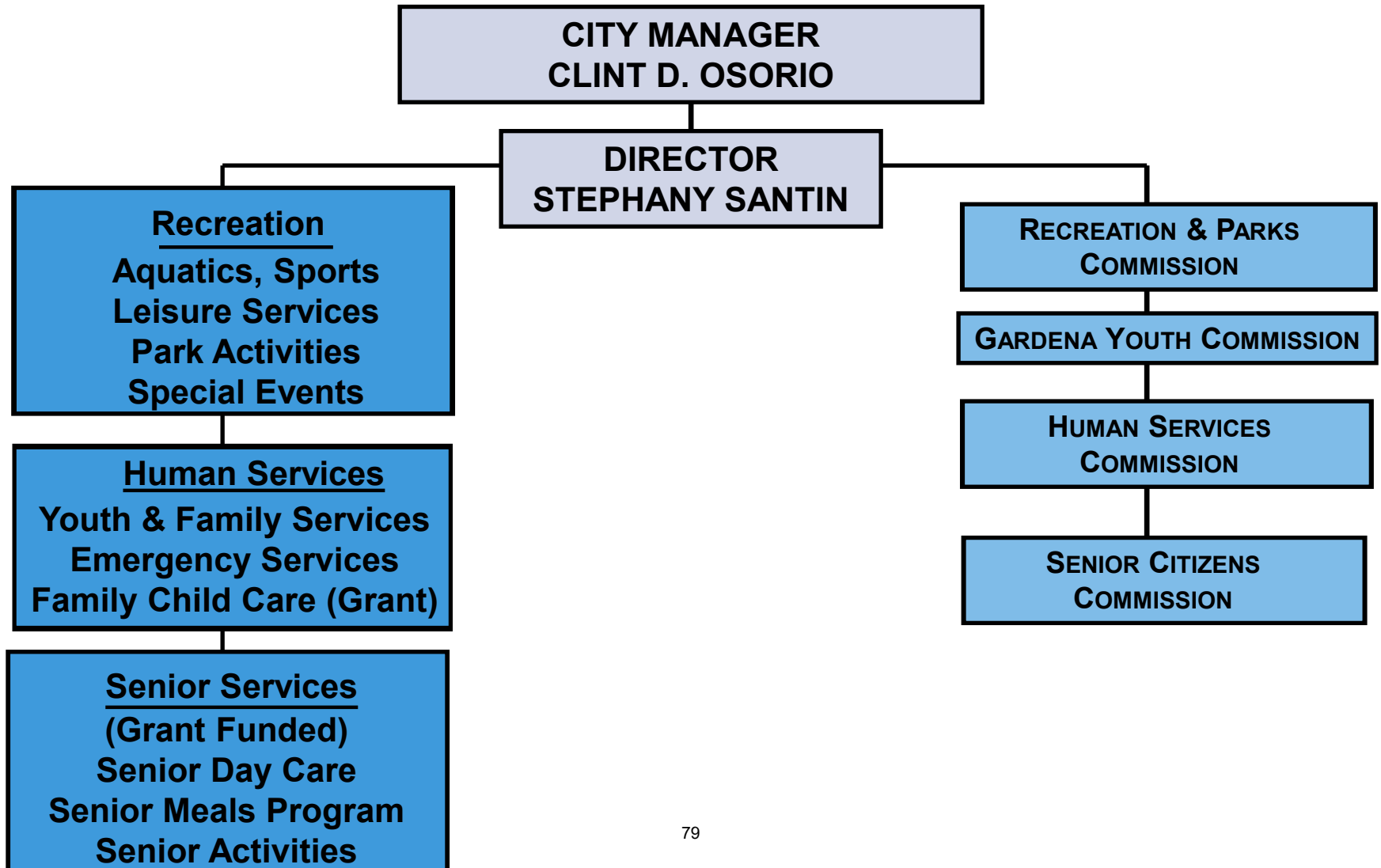
02 GOAL

Facilitate, volunteer, and provide recreational opportunities for individuals with disabilities that promote an optimal lifestyle.

03 GOAL

Provide a wide variety of events and community services which facilitate community unity, engagement, and cultural participation.

RECREATION & HUMAN SERVICES



RECREATION & HUMAN SERVICES

Staffing Plan - Full Time Equivalent Positions

	Budgeted FY 18/19	Budgeted FY 19/20	Budgeted FY 20/21	Budgeted FY 21/22	Budgeted FY 22/23	Proposed Amended FY 23/24
RECREATION & HUMAN SERVICES						
Recreation						
Director of Recreation & Human Services	1.00	1.00	1.00	1.00	1.00	1.00
Recreation Program Administrator	2.00	2.00	1.00	1.00	1.00	1.00
Administrative Aide						1.00
Administrative Analyst I	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Analyst II	1.00	1.00	-	-	-	-
Recreation Services Manager	1.00	1.00	-	-	-	1.00
Recreation Supervisor	2.00	2.00	-	1.00	2.00	2.00
Intern	-	-	0.19	0.19	0.60	0.60
Community Services Counselor	1.00	1.00	1.00	1.00	2.00	2.00
Community Center Coordinator	1.00	1.00	1.00	1.00	1.00	2.00
Recreation Coordinator	5.00	5.00	4.00	3.00	3.00	3.00
Senior Clerk Typist	2.00	2.00	-	-	-	-
Recreation Leader III	0.65	0.65	-	-	-	-
Lifeguard/Instructor	0.55	0.55	-	-	-	7.50
Recreation Leader II	3.23	3.23	1.07	1.07	3.80	3.80
Recreation Leader I	15.81	15.81	10.74	10.74	15.46	15.46
Activity Coordinator	-	-	-	1.00	2.00	2.00
Recreation Commissioners (5)	-	-	-	-	-	-
Senior Citizens Commissioners (5)	-	-	-	-	-	-
Human Services Commissioners (5)	-	-	-	-	-	-
Gardena Youth Commissioners (10)	-	-	-	-	-	-
Total Recreation	37.24	37.24	21.00	22.00	32.86	43.36
Facilities						
Custodian Lead	1.00	1.00	1.00	1.75	1.59	1.59
Custodian II	9.00	9.00	8.00	8.00	8.00	8.00
Custodian I	1.69	1.69	-	-	3.50	3.50
Total Facilities	11.69	11.69	9.00	9.75	13.09	13.09

RECREATION & HUMAN SERVICES

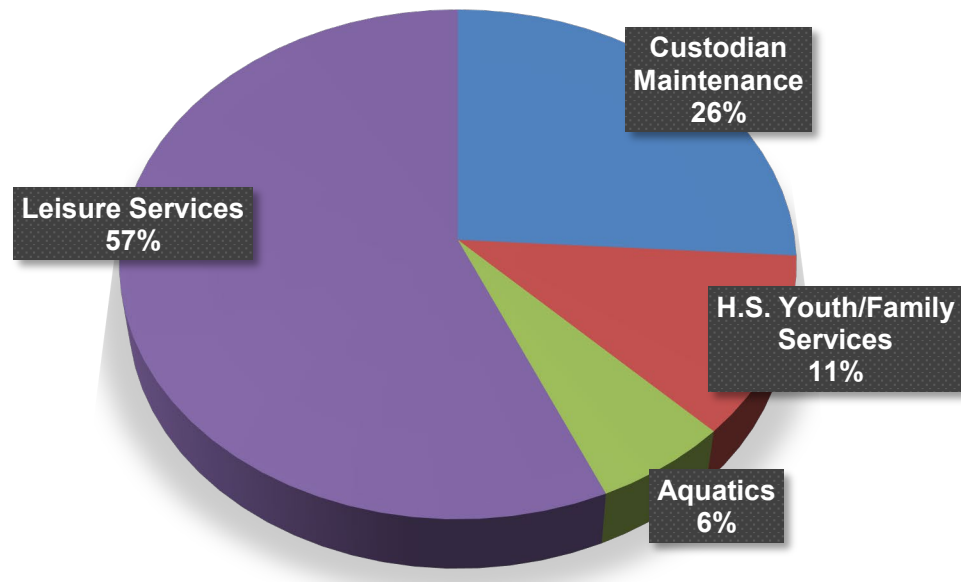
Staffing Plan - Full Time Equivalent Positions

RECREATION & HUMAN SERVICES cont.

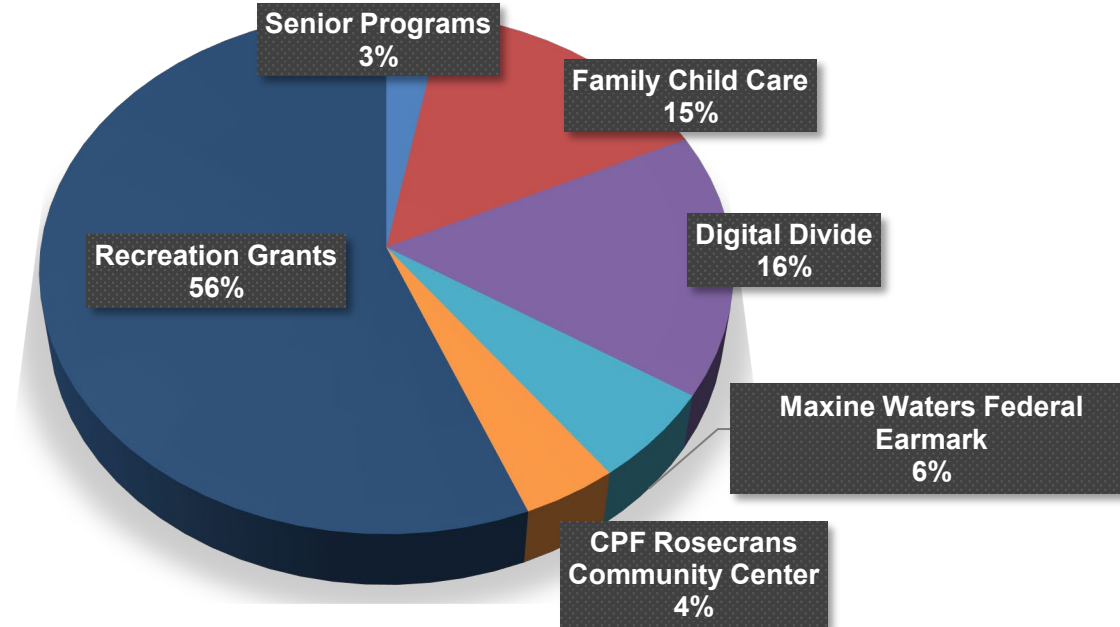
Human Services

	Budgeted FY18/19	Budgeted FY 19/20	Budgeted FY 20/21	Budgeted FY 21/22	Budgeted FY 22/23	Proposed Amended FY 23/24
Family Child Care Manager	1.00	1.00	1.00	1.00	1.00	1.00
Family Child Care Education Coordinator	0.23	0.23	1.00	1.00	1.00	1.00
Family Child Care Education Assistant III	1.00	1.00	1.00	1.00	1.00	1.00
Family Child Care Education Assistant II	2.06	2.06	1.56	1.56	1.63	1.63
Family Child Care Program Assistant II	1.00	1.00	1.51	1.51	1.85	1.85
Family Child Care Program Assistant I	0.56	0.56	0.29	0.29	0.45	0.45
Administrative Aide	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Coordinator	-	-	-	-	1.00	1.00
Human Services Aide	-	-	-	-	1.18	1.18
Community Aide I	0.25	0.25	-	-	-	-
Community Aide II	0.77	0.77	1.00	1.00	1.00	1.00
Community Aide III	0.35	0.35	-	-	-	-
Certified Nursing Assistant	1.00	1.00	1.44	1.44	1.44	1.44
Nutrition Services Coordinator	2.00	2.00	3.00	3.00	3.00	3.00
Homeless Coordinator	-	-	-	-	1.00	1.00
Recreation Therapist	0.54	0.54	-	-	-	-
Recreation Leader II	0.86	0.86	-	-	-	-
Recreation Leader I	0.50	0.50	1.21	1.21	-	-
Assistant Site Manager III	0.48	0.48	0.45	0.45	-	-
Meal Services Coordinator					2.41	2.41
Community Aide I	0.74	0.74	-	-	-	-
Peer Advocate Counselor II	1.07	1.07	-	-	-	-
Geriatric Aide	0.75	0.75	0.58	0.58	0.40	0.40
Assistant Site Manager I	0.54	0.54	0.52	0.52	-	-
Total Human Services	16.70	16.70	15.56	15.56	19.36	19.36
TOTAL RECREATION & HUMAN SERVICES	65.63	65.63	45.56	47.31	65.31	75.81

Recreation & Human Services	Audited 2020-2021	Audited 2021-2022	Adopted 2022-2023	Proposed Amended 2023-2024
Custodian Maintenance	751,788	982,613	1,241,894	1,316,346
H.S. Youth/Family Services	138,185	238,974	434,353	582,989
Aquatics	-	-	-	301,407
Leisure Services	1,404,931	1,908,210	2,760,206	2,865,559
Total Recreation & Human Services	2,294,904	3,129,797	4,436,453	5,066,301



Special Revenue Funds Recreation & Human Services	Audited 2020-2021	Audited 2021-2022	Adopted 2022-2023	Proposed Amended 2023-2024
Senior Programs	1,128,391	1,054,050	706,414	718,626
Family Child Care	2,635,094	2,954,445	3,603,662	3,669,933
Community Development Block Grants	77,849	58,592	94,801	-
Digital Divide				4,000,000
Maxine Waters Federal Earmark			1,400,000	1,400,000
CPF Rosecrans Community Center				1,000,000
Recreation Grants	1,527,918	1,328,952	12,229,833	13,784,883
Total Recreation & Human Services Special Revenue Funds	5,369,252	5,396,039	18,034,710	24,573,442



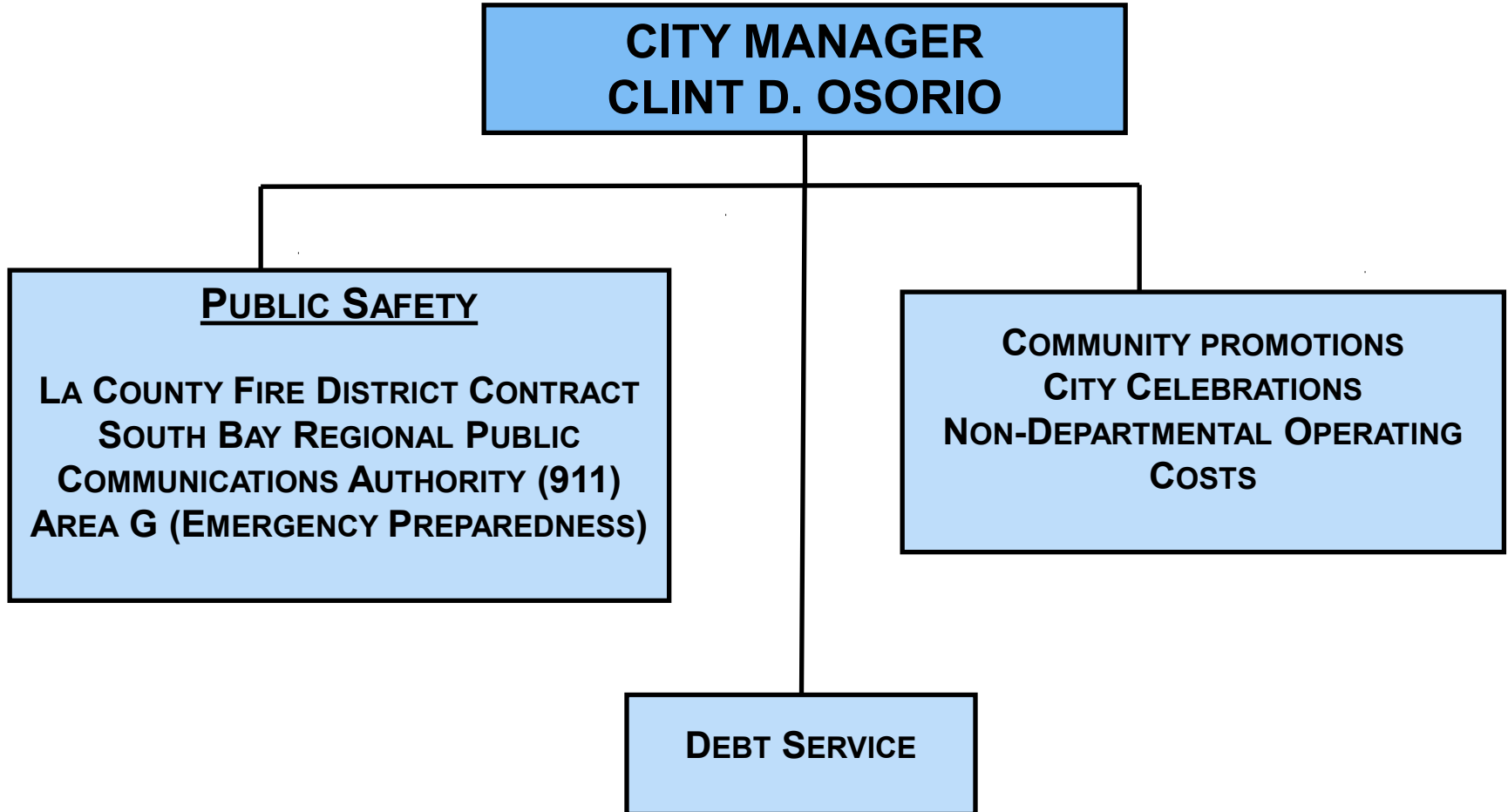


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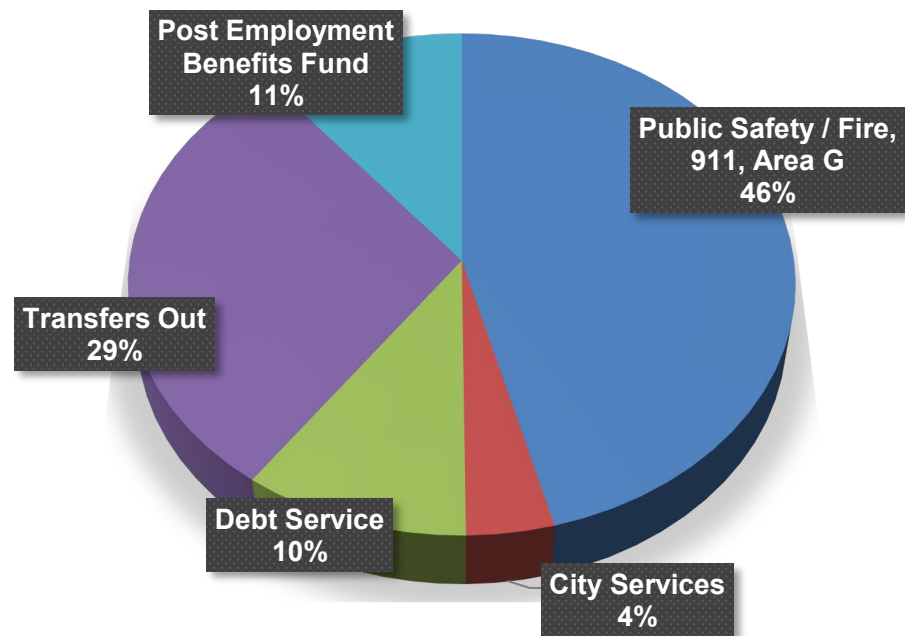


NON-DEPARTMENTAL

NON-DEPARTMENTAL



Non-Departmental	Audited 2020-2021	Audited 2021-2022	Adopted 2022-2023	Proposed Amended 2023-2024
Public Safety / Fire, 911, Area G	11,045,005	12,070,772	12,854,048	13,493,514
City Services	644,519	713,573	647,000	1,147,000
Debt Service	1,969,141	2,585,363	2,952,694	2,955,128
Transfers Out	7,894,784	14,031,970	8,697,147	8,612,543
Post Employment Benefits Fund	2,653,280	2,851,954	2,968,560	3,206,046
Total Non-Departmental	24,206,730	32,253,632	28,119,449	29,414,231





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CAPITAL IMPROVEMENT PROJECTS (CIP), DEBT SERVICE, and INTERNAL SERVICE FUNDS



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**CAPITAL IMPROVEMENT
PROJECTS (CIP)
PROPOSED AMENDED BUDGET
FISCAL YEAR 2023/2024**

CAPITAL IMPROVEMENT PROJECTS (CIP)



FY 2023-2024

PARK IMPROVEMENTS

\$ 28,065,000

City Parks, playgrounds, facility grounds and public parkways

STREETS, SEWER & STORMWATER IMPROVEMENTS

\$ 22,829,884

Maintain City streets, sanitary sewers, storm drain systems, sidewalks, curbs,
crosswalks, and signs

Maintain and control City traffic signals

Mechanical maintenance of City vehicle and equipment

Ensure compliance with State mandated safety and air quality program

CAPITAL IMPROVEMENT PROJECTS TOTAL

\$ 50,894,884

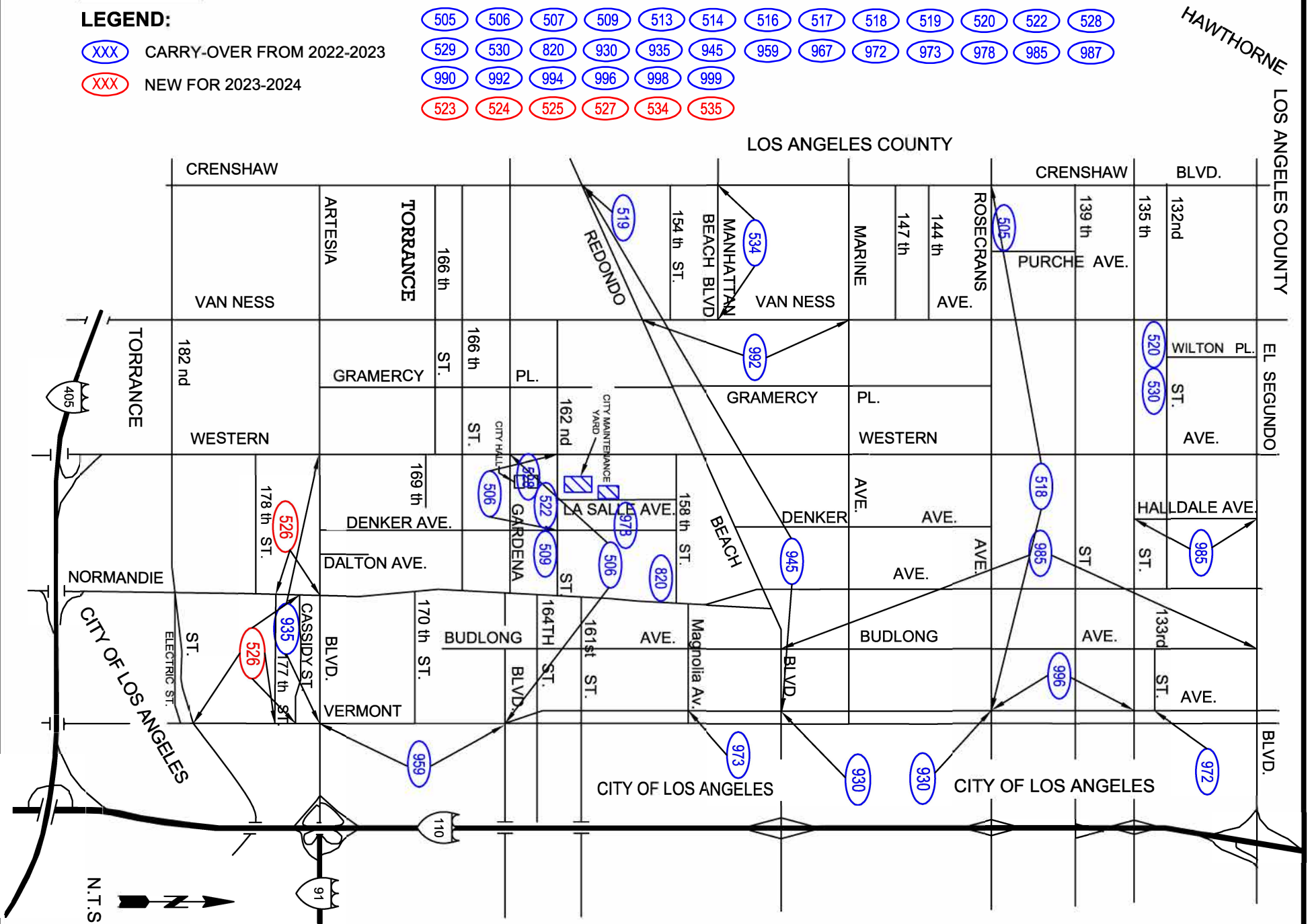
CIP 2022 - 2024

LEGEND:

(XXX) CARRY-OVER FROM 2022-2023

(XXX) NEW FOR 2023-2024

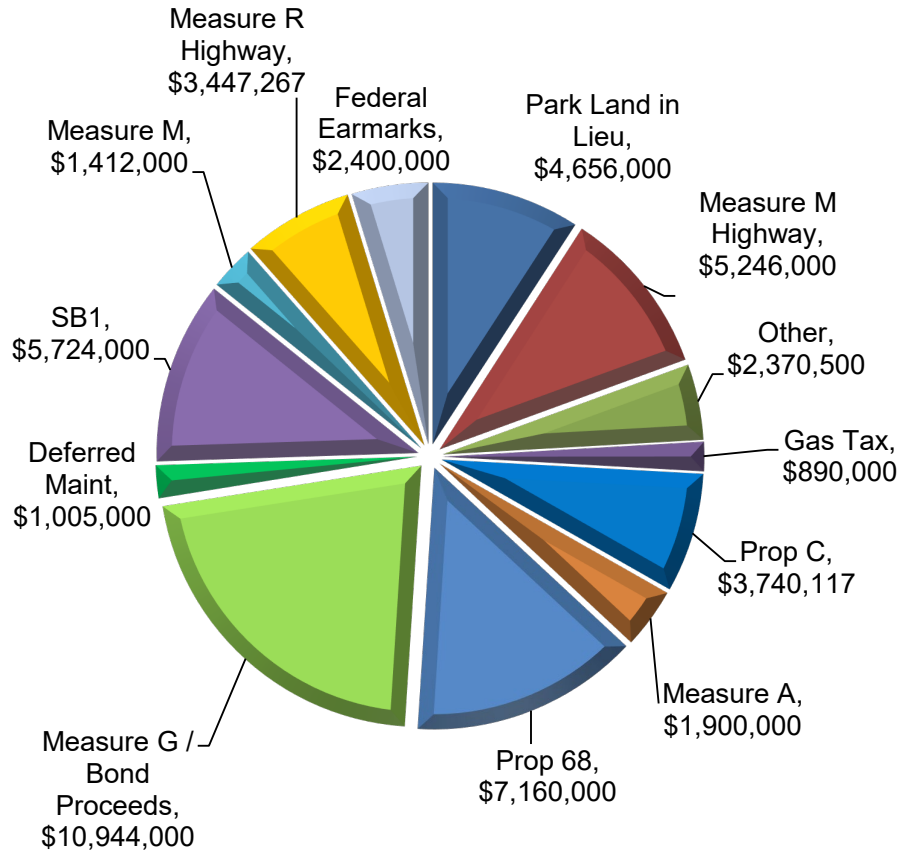
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 (529) (530) (820) (930) (935) (945) (959) (967) (972) (973) (978) (985) (987)
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Capital Improvement Projects Fiscal Year 2023-2024

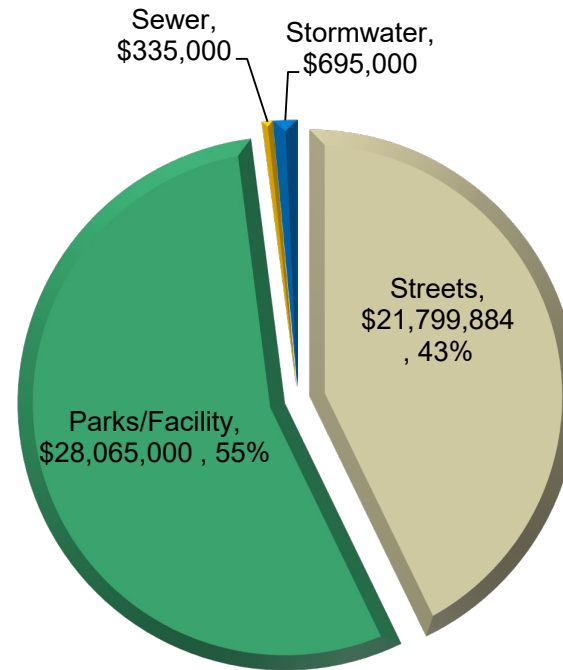
CAPITAL REVENUE

... *Where the money comes from* ...



CAPITAL EXPENDITURES

... *Where the money goes* ...



<u>JOB NO.</u>	<u>PROJECT DESCRIPTION</u>		
820 (c)	Mas Fukai Park Rehabilitation - \$7,626,000 Reconstruction of community center, restroom facilities and enhance the overall park to maximize its use, improve energy efficiency while reducing maintenance costs, and provide a variety of additional features that can accommodate the needs of residents of all ages in an all-inclusive park.	520 (n)	Rowley Park Gymnasium HVAC Upgrade – 500,000 Replace three (3) existing Carrier/BDP gas electric package units.
967 (c)	Multi-Park Improvements/Facility Master Plan Study - \$750,000 Develop a master plan for parks and facilities. Renovate/repair park facilities.	522 (n)	Nakaoka Community Center HVAC Upgrade - \$660,000 Install two new specialized condenser coils on 40-ton existing condenser.
978 (c)	Gardena Community Aquatic and Senior Center - \$16,050,000 Reconstruction of pool and facility building to accommodate a new 25-yard (8) lane pool, diving bay, fitness pool with ADA ramp, new bleachers & shade structures, exercise equipment and a 12,000 square foot building that will house locker rooms for the pool as well as senior activities.	528 (n)	Civic Center Lighting Improvements - \$375,000 Installation of new lighting and landscape improvements.
505 (c)	Rosecrans New Community Center - \$1,024,000 Demo existing facility and develop a conceptual design and construction document of new community center.	529 (n)	Park Electronic Signage - \$250,000 Installation of new electronic signs for several parks.
509 (c)	Fire Station No. 158 Roof Replacement (Ceiling Repair Phase) - \$70,000 Repair water damaged ceiling tiles, lighting, hazardous material abatement, and all other incidental work.	530 (n)	Rowley Park Baseball Court Rehabilitation - \$510,000 Renovate/repair the existing basketball court and its drainage.
		535 (n)	Multi-Park Improvements - \$250,000 Renovate/repair and upgrade the existing park facilities and amenities.

<u>JOB NO.</u>	<u>PROJECT DESCRIPTION</u>		
930 (c)	Vermont Ave Traffic Signal Improvements - \$1,261,000 Improve traffic signals at Vermont Ave. and Rosecrans Ave., and Redondo Beach Blvd.	985 (c)	Budlong Ave (El Segundo to RBB) and Halldale Ave (135th to El Segundo) Street Improvements - \$353,000 Rehabilitate asphalt pavement, striping and pedestrian safety as needed.
935 (c)	Artesia Blvd Signal Improvements - \$3,708,000 Improve traffic signals between Western Ave. and Vermont Ave. to address existing and future traffic conditions. The scope and budget amended to include landscape and pavement improvements.	987, 994, & 514 (c)	Local Street Improvements FY 2020/2021, FY 2021/2022, & FY 2022/2023 - \$4,218,000 Rehabilitate various local residential streets asphalt pavement, striping and pedestrian safety as needed.
945 (c)	Redondo Beach Blvd Street Improvements - \$5,246,000 Improve traffic flow along Redondo Beach Blvd. from Crenshaw Blvd. to Vermont Ave; new medians, improve signal, signing & striping, rehabilitate concrete and pavements.	990 (c)	Sewer Master Plan - \$35,000 Assessment of hydraulic capacity of the City's major sewers and prioritized set of Capital Improvement Projects to address existing and projected future capacity requirements including GIS implementation.
959 (c)	Vermont Ave Improvements (Artesia to Gardena) - \$1,131,117 Rehabilitate asphalt pavement, stripping, and improve pedestrian safety as needed.	992 (c)	Van Ness Ave Street Improvements (RBB to Marine) - \$1,899,000 Rehabilitate asphalt pavement, striping and pedestrian safety as needed.
972 (c)	New Marked Crosswalk with Pedestrian Hybrid Beacon (PHB) on Vermont Ave & 133th St. - \$412,500 Install new crosswalk with PHB to improve pedestrian and vehicle safety.	996 (c)	Vermont Ave Street Improvements (Rosecrans to 135th) - \$500,000 Rehabilitate asphalt pavement, striping, and improve pedestrian safety as needed.
973 (c)	New Traffic Signal at Vermont & Magnolia - \$128,267 Traffic signal improvement to create a safer, more efficient way for vehicles to cross Vermont Ave. and enhance traffic flow.		

<u>JOB NO.</u>	<u>PROJECT DESCRIPTION</u>
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<p>998 & 999 (c) Storm Drain Debris Screen FY 2020/2021 and FY 2021/2022 - \$295,000 Continue implementing the Statewide Trash Provisions through multi-phase iterative approach. Install the Full Capture System Equivalency (FCSE) screens by year 2025 to all City jurisdictional catch basins.</p>	<p>517 (c)</p>	<p>Intelligent Transportation System (ITS) Master Plan - \$99,000 Development of citywide traffic communication network and signal system improvements that will provide the foundation for future smart city solutions and prioritize CIP improvements.</p>
<p>506 (c) Gardena Decorative Street Lighting - \$248,000 Convert existing streetlights to SCE approved decorative lights on Gardena Blvd between Vermont and Western and 162nd Street from Denker Ave to Western Ave.</p>	<p>518 (c)</p>	<p>County Regional Traffic Signal Synchronization Program (TSSP) on East Rosecrans Ave - \$240,000 A multi-jurisdictional project through the County of Los Angeles Project TSSP. The East Rosecrans Ave corridor project from Ocean Gate Ave in the City of Hawthorne to Vermont Ave in the City of Gardena. Agencies are required to provide 20% matching funds and Gardena is anticipating four intersections.</p>
<p>507 (c) Citywide Wayfinding/Entry Sign Program - \$125,000 Install new and replace existing Citywide wayfinding signs to help direct drivers on city streets to city facilities such as parks, fire stations, and City Hall.</p>	<p>519 (c)</p>	<p>County Regional Traffic Signal Synchronization Program (TSSP) on Redondo Beach Blvd - \$20,000 A multi-jurisdictional project through the County of Los Angeles Project TSSP. The Redondo Beach Blvd corridor project from Artesia Blvd in the City of Redondo Beach to Vermont Ave in the City of Gardena. Agencies are required to provide 20% matching funds and Crenshaw Blvd is the only participated intersection by Gardena due to City's its own project on RBB, JN #945.</p>
<p>513 (c) Pedestrian Safety Improvements FY 2022/2023 - \$250,000 Remove and replace damaged curbs, gutters, sidewalks, and access ramps at various locations.</p>		
<p>516 (c) Storm Drain Debris Screen FY 2022/2023 - \$200,000 Continue implementing the Statewide Trash Provisions through multi-phase iterative approach. Install the Full Capture System Equivalency (FCSE) screens by year 2025 to all City jurisdictional catch basins.</p>		

<u>JOB NO.</u>	<u>PROJECT DESCRIPTION</u>
523 (n)	Storm Drain Master Plan - \$300,000 Assessment of hydraulic capacity of the City's major storm drains and prioritized set of Capital Improvement Projects to address existing and projected future capacity requirements including GIS implementation.
524 (n)	Storm Drain Debris Screen FY 2023/2024 - \$200,000 Continue implementing the Statewide Trash Provisions through multi-phase iterative approach. Install the Full Capture System Equivalency (FCSE) screens by year 2025 to all City jurisdictional catch basins.
525 (n)	Local Street Improvements FY 2023/2024 - \$1,506,000 Rehabilitate various local residential streets asphalt pavement, striping and pedestrian safety as needed.
527 (n)	Pedestrian Safety Improvements FY 2023/2024 - \$440,000 Remove and replace damaged curbs, gutters, sidewalks, and access ramps at various locations.
534 (n)	County Regional Traffic Signal Synchronization Program (TSSP) on Manhattan Beach Blvd - \$15,000 A multi-jurisdictional project through the County of Los Angeles Project TSSP. The Manhattan Beach Blvd corridor project from Manhattan Ave to Van Ness Ave in the City of Manhattan Beach to Van Ness Ave in the City of Gardena. Agencies are required to provide 20% matching funds and Van Ness Ave is the only participated intersection by Gardena.

CAPITAL IMPROVEMENT PROGRAM FISCAL YEAR 2023-2024 FUNDING SUMMARY

FUNDING SOURCE		STREETS, SEWER & STORMWATER IMPROVEMENTS	PROJECT COST
Measure R Highway	#930 (c)	Vermont Ave Traffic Signal Improvement	1,261,000
	#935 (c)	Artesia Blvd. Street Improvements (Western to Vermont)	2,058,000
	#973 (c)	New Traffic Signal at Vermont/Magnolia	128,267
		Measure R Highway - Total	3,447,267
Measure M Highway	#945 (c)	RBB Street Improvements (Crenshaw to Vermont)	5,246,000
		Measure M Highway - Total	5,246,000
HSIP	#972 (c)	New Marked Crosswalk with PHB on Vermont/133 St.	162,500
		HSIP - Total	162,500
SB 821 (TDA)	#513 (c)	Pedestrian Safety Improvements FY 2022-2023	50,000
	#527 (n)	Pedestrian Safety Improvements FY 2023-2024	40,000
		SB 821 (TDA) - Total	90,000
Prop C	#935 (c)	Artesia Blvd. Street Improvements (Western to Vermont)	1,650,000
	#959 (c)	Vermont Ave Improvements - Artesia to Gardena	1,131,117
	#972 (c)	New Marked Crosswalk with PHB on Vermont/133 St.	250,000
	#992 (c)	Van Ness Ave St Improvements - RBB to Marine	709,000
		Prop C - Total	3,740,117
Gas Tax	#992 (c)	Van Ness Ave St Improvements - RBB to Marine	750,000
	#507 (c)	Citywide Wayfinding Program	125,000
	#534 (n)	County Regional TSSP on MBB	15,000
		Gas Tax - Total	890,000
Measure M Local	#985 (c)	Budlong Ave (135th to RBB) & Halldale Ave (135th to El Segundo) Street Improvements	353,000
	#996 (c)	Multi-Year Vermont Ave St Improvements - Rosecrans to 135th St	300,000
	#517 (c)	Development of Intelligent Transportation System (ITS) Master Plan	99,000
	#518 (c)	County Regional TSSP on Rosecrans	240,000
	#519 (c)	County Regional TSSP on RBB	20,000
	#527 (n)	Pedestrian Safety Improvements FY 2023-2024	400,000
		Measure M - Total	1,412,000

CAPITAL IMPROVEMENT PROGRAM FISCAL YEAR 2023-2024 FUNDING SUMMARY

FUNDING SOURCE		STREETS, SEWER & STORMWATER IMPROVEMENTS	PROJECT COST
SB 1	#987 (c)	Local Street Improvements 2020-2021	1,000,000
	#994 (c)	Local Street Improvements 2021-2022	1,843,000
	#514 (c)	Local Street Improvements 2022-2023	1,375,000
	#525 (n)	Local Street Improvements 2023-2024	1,506,000
		SB 1 - Total	5,724,000
Measure R Local	#992 (c)	Van Ness Ave St Improvements - RBB to Marine	440,000
	#996 (c)	Vermont Ave St Improvements - Rosecrans to 135th St	200,000
	#513 (c)	Pedestrian Safety Improvements FY 2022-2023	200,000
		Measure M Local - Total	840,000
Sewer Fund	#990 (c)	Sewer Master Plan	35,000
	#523 (n)	Storm Drain Master Plan	300,000
		Sewer Fund - Total	335,000
Measure W	#998 (c)	Storm Drain Debris Screen FY 2020-2021	130,000
	#999 (c)	Storm Drain Debris Screen FY 2021-2022	165,000
	#516 (c)	Storm Drain Debris Screen FY 2022-2023	200,000
	#524 (n)	Storm Drain Debris Screen FY 2023-2024	200,000
		Measure W - Total	695,000
Lighting District	#506 (c)	Gardena Decorative Street Lighting	248,000
		Lighting District - Total	248,000
		STREETS, SEWER & STORMWATER IMPROVEMENTS SUBTOTAL	\$22,829,884

CAPITAL IMPROVEMENT PROGRAM FISCAL YEAR 2023-2024 FUNDING SUMMARY

FUNDING SOURCE		PARK/FACILITY IMPROVEMENTS		PROJECT COST
Park Land in Lieu	#820 (c)	Mas Fukai Park Improvements	4,406,000	
	#535 (n)	Multi-Park Improvements	250,000	
		Park Land in Lieu - Total	4,656,000	\$4,656,000
Measure A	#967 (c)	Multi-Park Improvements/Facility Master Plan Study	750,000	
	#520 (c)	Rowley Park Gymnasium HVAC Upgrade	500,000	
	#528 (c)	Civic Center Lighting Improvements	100,000	
	#529 (c)	Park Electronic Signage	250,000	
	#530 (c)	Rowley Park Basketball Court Rehabilitation	300,000	
		Measure A - Total	1,900,000	\$1,900,000
Prop 68	#530 (c)	Rowley Park Basketball Court Rehabilitation	210,000	
	#978 (c)	Gardena Community Aquatic & Senior Center	6,950,000	
		Prop 68 - Total	7,160,000	\$7,160,000
General Fund / Measure G	#820 (c)	Mas Fukai Park Improvements	3,220,000	
	#978 (c)	Gardena Community Aquatic & Senior Center	7,700,000	
	#505 (c)	Rosecrans Community Center	24,000	
		General Fund / Measure G - Total	10,944,000	\$10,944,000
Federal Earmarks	#978 (c)	Gardena Community Aquatic & Senior Center	1,400,000	
	#505 (c)	Rosecrans Community Center	1,000,000	
		Federal Earmarks - Total	2,400,000	2,400,000
Deferred Maintenance Fund	#509 (c)	Fire Station No. 158 Roof Replacement	70,000	
	#522 (c)	NCC HVAC Upgrade	660,000	
	#528 (c)	Civic Center Lighting Improvements	275,000	
		Deferred Maintenance Fund - Total	1,005,000	\$1,005,000
PARK/FACILITY IMPROVEMENTS			SUBTOTAL	\$28,065,000
CIP- FISCAL YEAR 2023-2024			TOTAL	\$50,894,884

CAPITAL IMPROVEMENT PROJECT (CIP) STREET REHABILITATION TEN (10) YEAR PLAN - FISCAL YEARS ENDING 2022-2032

	FUNDING (\$1,000's)									
	Prop C	SB 821	Measure R*	Measure M*	Gas Tax	SB1	Federal	Sewer	Measure W	Lighting Dist.
FISCAL YEAR 2023-2024										
Vermont Traffic Signal Improvement at RBB			\$ 1,261 R							
Artesia Blvd. Street Improvements (Western to Vermont)	\$ 1,650		\$ 2,058 R							
RBB Street Improvements (Crenshaw to Vermont)				\$ 5,246 R						
Vermont Ave Street Improvements (Artesia to Gardena)	\$ 1,131									
New Marked Crosswalk with PHB on	\$ 250						\$ 163			
New Traffic Signal at Vermont/Magnolia			\$ 129 R							
Budlong Ave (135th to RBB) and Halldale Ave (135th to El Segundo) Street Improvements				\$ 353 L						
Local Street Improvements FY 2020-2021 (Various)						\$ 1,000				
Sewer Master Plan								\$ 35		
Van Ness Ave Street Improvements (RBB to Marine)	\$ 709		\$ 440 L		\$ 750					
Local Street Improvements FY 2021-2022 (Various)						\$ 1,843				
Storm Drain Debris Screen FY 2020-2021									\$ 130	
Storm Drain Debris Screen FY 2021-2022									\$ 165	
Citywide Wayfinding/Entry Sign Program					\$ 125					
Gardena Decorative Street Lighting										\$ 248
Pedestrian Safety FY 2022-2023		\$ 50	\$ 200 L							
Local Street Improvements FY 2022-2023 (Various)						\$ 1,375				
Storm Drain Debris Screen FY 2022-2023									\$ 200	
Development of Intelligent Transportation System (ITS) Master Plan				\$ 99 L						
County Regional TSSP on Rosecrans				\$ 240 L						
County Regional TSSP on RBB				\$ 20 L						
Storm Drain Master Plan								\$ 300		
Storm Drain Debris Screen FY 2023-2024									\$ 200	

CAPITAL IMPROVEMENT PROJECT (CIP) STREET REHABILITATION TEN (10) YEAR PLAN - FISCAL YEARS ENDING 2022-2032

	FUNDING (\$1,000's)									
	Prop C	SB 821	Measure R*	Measure M*	Gas Tax	SB1	Federal	Sewer	Measure W	Lighting Dist.
Local Street Improvements FY 2023-2024 (Various)						\$ 1,506				
Vermont Ave St Improvements - Rosecrans to 135th St			\$ 200 L	\$ 300 L						
Pedestrian Safety FY 2023-2024		\$ 40		\$ 400 L						
County Regional TSSP on MBB					\$ 15					
TOTAL Fiscal Year 2023 - 2024	\$ 3,740	\$ 90	\$ 4,288	\$ 6,658	\$ 890	\$ 5,724	\$ 163	\$ 335	\$ 695	\$ 248
FISCAL YEAR 2024 - 2025										
132nd St (Wilton to Water Chanel), 135th (Crenshaw to Budlong), 139th (Ardath to Van Ness), 145th (Gramercy to Western), 146th (Western to Denker), 157th (Van Ness to Gramercy), 164th (Normandie to New Hampshire) and 166th St (Western to Normandie) and Marine Ave (Western to Vermont) Street Improvements	\$ 550			\$ 900 L						
Ped Safety Improvement FY 2024-2025 (Various)		\$ 40	\$ 400 L							
Local Street Improvement FY 2024-2025 (Various)				L	\$ 500	\$ 1,300				
Sewer Rehabilitation FY 2024-2025								1,600		
Storm Drain Debris Screen FY 2024-2025									\$ 200	
Pavement Mangement Program Update	\$ 40									
TOTAL Fiscal Year 2024 - 2025	\$ 590	\$ 40	\$ 400	\$ 900	\$ 500	\$ 1,300	\$ -	\$ 1,600	\$ 200	\$ -
FISCAL YEAR 2025 - 2026										
Normandie Ave (RBB to El Segundo), Rosecrans Ave (Normandie to Purche PCC Repair), Vermont Ave (132nd to 135th) & Vermont (Roscecrans, Marine and RBB, 161st PCC Repair) and Western Ave (RBB to 139th) Street Improvements	\$ 550			\$ 900 L						

CAPITAL IMPROVEMENT PROJECT (CIP) STREET REHABILITATION TEN (10) YEAR PLAN - FISCAL YEARS ENDING 2022-2032

	FUNDING (\$1,000's)									
	Prop C	SB 821	Measure R*	Measure M*	Gas Tax	SB1	Federal	Sewer	Measure W	Lighting Dist.
Ped Safety Improvement FY 2025-2026 (Various)		\$ 40	\$ 400 L							
Local Street Improvement FY 2025-2026 (Various)				L	\$ 500	\$ 1,300				
Sewer Rehabilitation FY 2025-2026								1,600		
Storm Drain Debris Screen FY 2025-2026									\$ 200	
TOTAL Fiscal Year 2025 - 2026	\$ 550	\$ 40	\$ 400	\$ 900	\$ 500	\$ 1,300	\$ -	\$ 1,600	\$ 200	\$ -
FISCAL YEAR 2026 - 2027										
Arterial and Collector Streeet Improvements	\$ 550			\$ 900 L						
Ped Safety Improvement FY 2026-2027 (Various)		\$ 40	\$ 400 L							
Local Street Improvement FY 2026-2027 (Various)				L	\$ 500	\$ 1,300				
Sewer Rehabilitation FY 2026-2027								\$ 1,000		
Storm Drain Rehabilitation FY 2026-2027								\$ 600	\$ 200	
TOTAL Fiscal Year 2026 - 2027	\$ 550	\$ 40	\$ 400	\$ 900	\$ 500	\$ 1,300	\$ -	\$ 1,600	\$ 200	\$ -
FISCAL YEAR 2027 - 2028										
Arterial and Collector Streeet Improvements	\$ 550			\$ 900 L						
Ped Safety Improvement FY 2027-2028 (Various)		\$ 40	\$ 400 L							
Local Street Improvement FY 2027-2028 (Various)				L	\$ 500	\$ 1,300				
Sewer Rehabilitation FY 2027-2028								\$ 1,000		
Storm Drain Rehabilitation FY 2027-2028								\$ 600	\$ 200	
Pavement Manganement Program Update	\$ 45									
TOTAL Fiscal Year 2027 - 2028	\$ 550	\$ 40	\$ 400	\$ 900	\$ 500	\$ 1,300	\$ -	\$ 1,600	\$ 200	\$ -
FISCAL YEAR 2028 - 2029										
Arterial and Collector Streeet Improvements	\$ 550			\$ 900 L						

CAPITAL IMPROVEMENT PROJECT (CIP) STREET REHABILITATION TEN (10) YEAR PLAN - FISCAL YEARS ENDING 2022-2032

	FUNDING (\$1,000's)									
	Prop C	SB 821	Measure R*	Measure M*	Gas Tax	SB1	Federal	Sewer	Measure W	Lighting Dist.
Ped Safety Improvement FY 2028-2029 (Various)		\$ 40	\$ 400 L							
Local Street Improvement FY 2028-2029 (Various)				L	\$ 500	\$ 1,300				
Sewer Rehabilitation FY 2028-2029								\$ 1,000		
Storm Drain Rehabilitation FY 2028-2029								\$ 600	\$ 200	
TOTAL Fiscal Year 2028 - 2029	\$ 550	\$ 40	\$ 400	\$ 900	\$ 500	\$ 1,300	\$ -	\$ 1,000	\$ 200	\$ -
FISCAL YEAR 2029 - 2030										
Arterial and Collector Streeet Improvements	\$ 550			\$ 900 L						
Ped Safety Improvement FY 2029-2030 (Various)		\$ 40	\$ 400 L							
Local Street Improvement FY 2029-2030 (Various)				L	\$ 500	\$ 1,300				
Sewer Rehabilitation FY 2029-2030								\$ 1,000		
Storm Drain Rehabilitation FY 2029-2030								\$ 600	\$ 200	
TOTAL Fiscal Year 2029 - 2030	\$ 550	\$ 40	\$ 400	\$ 900	\$ 500	\$ 1,300	\$ -	\$ 1,600	\$ 200	\$ -
FISCAL YEAR 2030 - 2031										
Arterial and Collector Streeet Improvements	\$ 550			\$ 900 L						
Ped Safety Improvement FY 2030-2031 (Various)		\$ 40	\$ 400 L							
Local Street Improvement FY 2030-2031 (Various)				L	\$ 500	\$ 1,300				
Sewer Rehabilitation FY 2030-2031								\$ 1,000		
Storm Drain Rehabilitation FY 2030-2031								\$ 600	\$ 200	
Pavement Manganement Program Update	\$ 45									
TOTAL Fiscal Year 2030 - 2031	\$ 550	\$ 40	\$ 400	\$ 900	\$ 500	\$ 1,300	\$ -	\$ 1,600	\$ 200	\$ -
FISCAL YEAR 2031 - 2032										
Arterial and Collector Streeet Improvements	\$ 550			\$ 900 L						

CAPITAL IMPROVEMENT PROJECT (CIP) STREET REHABILITATION TEN (10) YEAR PLAN - FISCAL YEARS ENDING 2022-2032

	FUNDING (\$1,000's)									
	Prop C	SB 821	Measure R*	Measure M*	Gas Tax	SB1	Federal	Sewer	Measure W	Lighting Dist.
Ped Safety Improvement FY 2031-2032 (Various)		\$ 40	\$ 400 L							
Local Street Improvement FY 2031-2032 (Various)				L	\$ 500	\$ 1,300				
Sewer Rehabilitation FY 2031-2032								\$ 1,000		
Storm Drain Rehabilitation FY 2031-2032								\$ 600	\$ 200	
TOTAL Fiscal Year 2031 - 2032	\$ 550	\$ 40	\$ 400	\$ 900	\$ 500	\$ 1,300	\$ -	\$ 1,000	\$ 200	\$ -
FISCAL YEAR 2032 - 2033										
Arterial and Collector Street Improvements	\$ 550			\$ 900 L						
Ped Safety Improvement FY 2031-2032		\$ 40	\$ 400 L							
Local Street Improvement FY 2031-2032				L	\$ 500	\$ 1,300				
Sewer Rehabilitation FY 2031-2032								\$ 1,000		
Storm Drain Rehabilitation FY 2031-2032								\$ 600	\$ 200	
TOTAL Fiscal Year 2032 - 2033	\$ 550	\$ 40	\$ 400	\$ 900	\$ 500	\$ 1,300	\$ -	\$ 1,000	\$ 200	\$ -
* L - Local Share & R - Regional/Highway funds										



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DEBT SERVICE PROPOSED AMENDED BUDGET FISCAL YEAR 2023/2024

CITY OF GARDENA

FISCAL YEAR 2023-2024

DEBT SERVICE REQUIREMENTS

Series	ORIGINAL ISSUE			BEGINNING BALANCE July 1, 2023			RETIRED FY 2023-24			ENDING BALANCE June 30, 2024		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
Certificates of Participation (COPs):												
2006 A ¹	21,010,000	27,690,971	48,700,971	5,940,000	1,492,283	7,432,283	665,000	357,759	1,022,759	5,275,000	1,134,524	6,409,524
2007 A	2,800,000	1,929,165	4,729,165	1,195,000	289,857	1,484,857	125,000	60,575	185,575	1,070,000	229,282	1,299,282
Direct Purchase Lease:												
2017 ²	1,635,000	121,078	1,756,078	285,000	2,950	287,950	285,000	2,950	287,950	-	-	-
Lease Revenue Bonds:												
2014 ¹	9,110,000	8,035,249	17,145,249	8,750,000	4,282,812	13,032,812	70,000	435,799	505,799	8,680,000	3,847,013	12,527,013
2021	13,155,000	5,319,216	18,474,216	12,440,000	4,490,000	16,930,000	465,000	476,000	941,000	11,975,000	4,014,000	15,989,000
Taxable Pension Obligation Bonds:												
2020 ³	101,490,000	36,502,806	137,992,806	94,620,000	29,541,483	124,161,483	4,210,000	2,891,196	7,101,196	90,410,000	26,650,287	117,060,287
	\$155,700,000	\$79,598,485	\$235,298,485	\$123,230,000	\$40,099,385	\$163,329,385	\$5,820,000	\$4,224,279	\$10,044,279	\$117,410,000	\$35,875,106	\$153,285,106

Professional services and Admin. Fees: \$ 9,545

TOTAL: \$ 10,053,824

REVENUE SOURCES:

Transfer-in from General Fund	\$ 8,270,066
Transfer-in from GTrans Fund	\$ 1,490,541
Transfer-in from Sewer Fund	\$ 69,592
Transfer-in from Grant Funds	\$ 223,625
	\$ 10,053,824

¹ In Fiscal Year 2014/2015, 2006 Series B was refunded by the 2014 Taxable Lease Revenue Refunding Bonds.

² In Fiscal Year 2016/2017, 2006 Series C was refunded by the 2017 Direct Purchase Lease Bonds.

³ Of the original principal issued, \$79,193,585 was allocated to governmental activities (General) and \$22,296,415 was allocated to business-type activities (Enterprise).

<p style="text-align: center;">DEBT SERVICE REQUIREMENTS</p> <p style="text-align: center;">2006 REFUNDING CERTIFICATES OF PARTICIPATION SERIES A</p> <p style="text-align: center;">(Issued in 2006)</p>
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BOND ISSUES: **CITY OF GARDENA**
Refunding Certificates of Participation

DATE OF ISSUES: June 7, 2006

AMOUNT OF ISSUE: \$21,010,000.00

AMOUNT OUTSTANDING: **\$5,940,000.00 ***
(June 30, 2023)

DESCRIPTION: The 2006 Refunding Certificates of Participation Series AB&C are issued to (1) refinance certain financial obligations of the City in connection with a Memorandum of Understanding with certain financial institutions, (2) prepay and defease certain outstanding 1994 Refunding Certificates of Participation, (3) fund a reserve fund and (4) pay certain costs of issuance.

The total \$21,010,000 includes \$12,495,000 aggregate principal amount of Certificates of Participation (2006 Refinancing Project, Series A), and \$8,515,000 aggregate principal amount of Certificates of Participation Series B (the 2006C Certificates.)

***Note**-In Fiscal Year 2014-2015 the 2006 Certificate of Participation, Series B, was refunded by the 2014 Taxable Lease Revenue Refunding Bonds, Series 2014. The econmic gain on the current refunding was \$1,637,398 and the savings in debt service payments was \$2,360,051.

The bond interest rates vary from 3.625% to 4.500%.

PAYMENT DATES: January 1 and July 1

PAYMENT AGENT: US Bank

	DEBT SERVICE REQUIREMENTS		
	FY 2022-23	FY 2023-24	FY 2024-25
<u>REVENUE SOURCES</u>			
Transfer-in from General Fund	1,026,340	1,025,189	1,021,486
TOTAL:	\$ 1,026,340	\$ 1,025,189	\$ 1,021,486
<u>EXPENDITURES</u>			
Interest Expense	398,910	357,759	314,056
Principal payment	625,000	665,000	705,000
Administration and trustee fees	2,430	2,430	2,430
TOTAL:	\$ 1,026,340	\$ 1,025,189	\$ 1,021,486

DEBT SERVICE REQUIREMENTS
2017 DIRECT PURCHASE LEASE
(Issued in 2017)

BOND ISSUES: **CITY OF GARDENA**
Direct Purchase Lease

DATE OF ISSUES: June 2017

AMOUNT OF ISSUE: \$1,635,000.00

AMOUNT OUTSTANDING: **\$285,000.00**
(June 30, 2023)

DESCRIPTION: The 2017 Direct Purchase Lease Bonds were issued to (1) refund 2016 Certificate of Participation, Series C, (2) interests due and (3) pay certain costs of issuance.

PAYMENT DATES: The bonds bear interest at 2.07%.
January 1 and July 1

PAYMENT AGENT: Zions Bank

DEBT SERVICE REQUIREMENTS

REVENUE SOURCES

Transfer-in from General Fund

TOTAL:

	FY 2022-23	FY 2023-24	FY 2024-25
	288,798	287,950	-
\$	288,798	\$ 287,950	\$ -

EXPENDITURES

Interest Expense

Principal payment

Administration and trustee fees

TOTAL:

	8,798	2,950	-
	280,000	285,000	-
	-	-	-
\$	288,798	\$ 287,950	\$ -

DEBT SERVICE REQUIREMENTS
2007 REVENUE BONDS SERIES A
(Issued in 2007)

BOND ISSUES: **CITY OF GARDENA**
South Bay Communication Center

DATE OF ISSUES: January 24, 2007

AMOUNT OF ISSUE: \$2,800,000.00

AMOUNT OUTSTANDING: **\$1,195,000.00**
(June 30, 2023)

DESCRIPTION: The 2007 A Refunding Revenue Bonds are issued pursuant to Indenture of Trust, dated as of February 1, 2007 by and between the South Bay Regional Public Communications Authority (SBRPCA), and the Bank of New York Trust Company, N.A. as trustee. The bonds are issued to refund SBRPCA Revenue Bonds 2001 Series A (City of Gardena Project) in an amount of \$2,800,000, to fund the Reserve Account, and to pay certain costs of issuance.

PAYMENT DATES: January 1 and July 1

PAYMENT AGENT: Bank of New York Trust Company

DEBT SERVICE REQUIREMENTS

	FY 2022-23	FY 2023-24	FY 2024-25
<u>REVENUE SOURCES</u>			
Transfer-in from General Fund	188,545	187,545	186,295
TOTAL:	\$ 188,545	\$ 187,545	\$ 186,295
<u>EXPENDITURES</u>			
Interest Expense	66,575	60,575	54,325
Principal payment	120,000	125,000	130,000
Trustee admin. services	1,970	1,970	1,970
TOTAL:	\$ 188,545	\$ 187,545	\$ 186,295

DEBT SERVICE REQUIREMENTS
2014 TAXABLE LEASE REVENUE REFUNDING BONDS
(Issued in 2015)

BOND ISSUES: **CITY OF GARDENA**
Taxable Lease Revenue Refunding Bonds

DATE OF ISSUES: May 1, 2015

AMOUNT OF ISSUE: \$9,110,000.00

AMOUNT OUTSTANDING: **\$8,745,000.00**
(June 30, 2023)

DESCRIPTION: The 2014 Taxable Lease Revenue Refunding Bonds, were issued to (1) refund the 2006B Certificates, (2) fund capitalized interest for a portion of the Bonds through May 1, 2017, and (3) pay a portion of the costs of issuance.

PAYMENT DATES: The bond interest rates vary from 3.950% to 5.000%.
May 1 and November 1

PAYMENT AGENT: US Bank

	DEBT SERVICE REQUIREMENTS		
	FY 2022-23	FY 2023-24	FY 2024-25
<u>REVENUE SOURCES</u>			
Transfer-in from General Fund	506,011	508,444	505,679
TOTAL:	\$ 506,011	\$ 508,444	\$ 505,679
<u>EXPENDITURES</u>			
Interest Expense	438,366	435,799	433,034
Principal payment	65,000	70,000	70,000
Administration and trustee fees	2,645	2,645	2,645
TOTAL:	\$ 506,011	\$ 508,444	\$ 505,679

DEBT SERVICE REQUIREMENTS
2020 TAXABLE PENSION OBLIGATION BONDS
(Issued in 2020)

BOND ISSUES: **CITY OF GARDENA**
Taxable Pension Obligation Bonds

DATE OF ISSUES: November 1, 2020

AMOUNT OF ISSUE: \$101,490,000.00 (\$79,193,585 General and \$22,296,415 Enterprise)

AMOUNT OUTSTANDING: **\$94,620,000.00** (\$73,832,923 General and \$20,787,077 Enterprise)
(June 30, 2023)

DESCRIPTION: The 2020 Taxable Pension Obligation Bonds were issued to (1) finance a portion of the City's unfunded accrued actuarial liability to the California Public Employees' Retirement System (CalPERS) and (2) pay the costs of issuance of the bonds. Of the original principal issued, \$79,193,585 was allocated to governmental activities (General) and \$22,296,415 was allocated to business-type activities (Enterprise).

The bond interest rates vary from 1.081% to 3.363%.

PAYMENT DATES: April 1 and October 1

PAYMENT AGENT: US Bank

DEBT SERVICE REQUIREMENTS

	FY 2022-23	FY 2023-24	FY 2024-25
<u>REVENUE SOURCES</u>			
Transfer-in from General Fund	4,948,349	5,319,938	5,712,295
Transfer-in from GTrans Fund	1,386,169	1,490,541	1,601,109
Transfer-in from Sewer Fund	64,719	69,592	74,754
Transfer-in from Grant Funds	207,214	223,625	242,304
TOTAL:	\$ 6,606,451	\$ 7,103,696	\$ 7,630,462
<u>EXPENDITURES</u>			
Interest Expense	2,938,951	2,891,196	2,827,962
Principal payment	3,665,000	4,210,000	4,800,000
Administration and trustee fees	2,500	2,500	2,500
TOTAL:	\$ 6,606,451	\$ 7,103,696	\$ 7,630,462

DEBT SERVICE REQUIREMENTS
2021 LEASE REVENUE BONDS
(Issued in 2021)

BOND ISSUES: **CITY OF GARDENA**
Lease Revenue Bonds

DATE OF ISSUES: September 1, 2021

AMOUNT OF ISSUE: \$13,155,000.00

AMOUNT OUTSTANDING: **\$12,440,000.00**
(June 30, 2023)

DESCRIPTION: The 2021 Lease Revenue Bonds were issued to (1) finance a portion of the costs of construction of the new Gardena Community Aquatic & Senior Center, (2) finance the costs of acquiring and renovating an existing building to be converted into a new Community Center, (3) finance various park improvements, and (4) pay the costs of issuance.

PAYMENT DATES: The bond interest rates vary from 3.000% to 5.000%.
May 1 and November 1

PAYMENT AGENT: US Bank

DEBT SERVICE REQUIREMENTS

REVENUE SOURCES

Transfer-in from General Fund

TOTAL:

	FY 2022-23	FY 2023-24	FY 2024-25
	938,000	941,000	942,750
	\$ 938,000	\$ 941,000	\$ 942,750

EXPENDITURES

Interest Expense

Principal payment

Administration and trustee fees

TOTAL:

	498,000	476,000	452,750
	440,000	465,000	490,000
	-	-	-
	\$ 938,000	\$ 941,000	\$ 942,750



INTERNAL SERVICE FUNDS PROPOSED AMENDED BUDGET FISCAL YEAR 2023/2024

INTERNAL SERVICE FUNDS

PUBLIC SERVICE GOAL: *To continually build and maintain adequate reserves through annual budget contributions to protect the City's investment in the cost of insurance and other ongoing administrative obligations.*

Internal Service Funds are established to cover the cost of insurance and other ongoing administrative obligations and to separate these funds from the General Fund account. The City is self-insured for general liability, worker's compensation and employee health benefits coverage. Funds in these accounts are used to pay all self-insured losses and related administrative costs with the balance in each account at the end of the fiscal year accumulated as reserves against future liabilities.

SELF - INSURANCE PROGRAMS

The City retains the services of Third-Party Administrators (TPA) to handle claims for general liability, worker's compensation and health care claims. Current services are provided by:

General Liability Claims – Carl Warren & Co.

Workers Compensation Claims – LWP Claims Solutions

Health Benefits Plan – Pinnacle Claims Management

- **General Liability**

The General Liability Fund provides for the City's general liability, self-insurance program, and other insurance needs in order to reduce cost and provide better control; to provide for the administration and legal service necessary for the operation of this program; to provide insurance protection against catastrophic loss or losses and to provide payment of liability insurance purchased in excess of the City's self-insurance limits.

Charges to departments are established by the Director of Administrative Services and included in the budget manual. Upon recommendation from the finance committee, additional reserves may be transferred at year-end from the General Fund reserves.

- **Workers Compensation**

The Workers Compensation Fund is established to pay administrative and legal services necessary for the operation of this program; to provide payment of compensation benefits and medical expenses associated with industrial injuries; to provide insurance protection against a catastrophic loss or losses; to review and analyze the City's industrial injury risks and determine the most suitable means of reducing employee exposure, and to develop procedures for the administration of the City's Self-Insurance Compensation and Safety Program.

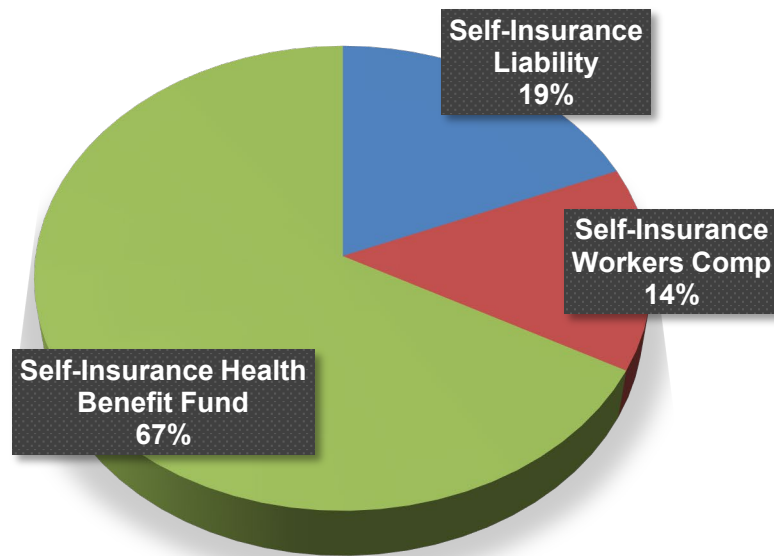
Charges to departments are established by the Director of Administrative Services and included in the budget manual.

- **Health Benefits**

The City is self-insured for health benefits for its employees and purchases reinsurance to transfer some of its risk. Rates are set by the Health Benefits Committee, which is comprised of management and one employee from each of the employee bargaining groups. The committee reviews the cost of health care, changes in benefits, and market trends in order to establish the rate for health insurance. Fund levels are set at a 70% confidence rate.

The fund is supported through contributions of both employees and the City as negotiated each year with the employee bargaining groups. The City's contribution is \$1,498 per month for the employee and one dependent. Employees contribute an additional \$494 per month if they have more than one dependent insured. Rates for life insurance varies depending on the bargaining group.

Internal Service Funds	Audited 2020-2021	Audited 2021-2022	Adopted 2022-2023	Proposed Amended 2023-2024
Self-Insurance Liability	1,895,716	5,981,037	2,650,414	3,094,625
Self-Insurance Workers Comp	3,161,078	6,761,332	2,217,890	2,329,683
Self-Insurance Health Benefit Fund	8,961,087	9,177,147	10,082,809	11,074,225
Total Internal Service Funds	14,017,881	21,919,516	14,951,113	16,498,533





APPENDIX

ACCOUNTING SYSTEM

The total set of records and procedures that are used to record, classify, and report information on the financial status and operations of an entity.

ACCOUNTS PAYABLE

Amounts owing to private persons, firms, or corporations for goods and services received.

ACCOUNTS RECEIVABLE

Amounts owing from private persons, firms, or corporations for goods and services furnished.

ACCRUAL

Transactions and events are recognized as revenues/gains or expenses/losses when they occur, regardless of the timing of the related cash flows.

ADOPTION

Formal action by the City Council that sets the spending path for the fiscal year.

ALLOCATION

The practice of spreading costs among various cost centers on some predetermined reasonable basis (e.g., percentages) as opposed to distribution of expenses on a unit charge or direct identification basis.

ACTIVITY

A specific unit of work or service performed.

APPROPRIATION

An authorization made by the City Council that permits officials to incur obligations against and to make expenditures of governmental resources. Appropriations are usually made for fixed amounts and are typically granted for a one-year period.

APPROPRIATION ORDINANCE

The official enactment by the City Council establishing the legal authority for the City officials to obligate and expend resources.

ASSESSED VALUATION

The estimated value placed upon real and personal property by the County Assessor as the basis for levying property taxes.

ASSETS

The entries on a balance sheet showing all properties and claims against others that may be used directly or indirectly to cover liabilities.

AUDIT

A systematic examination of resource utilization concluding in a written report. It is a test of management's internal accounting controls and is intended to:

- Ascertain whether financial statements fairly present financial positions and results of operations;
- Test whether transactions have been legally performed;
- Identify areas for possible improvements in accounting practices and procedures;
- Ascertain whether transactions have been recorded accurately and consistently; and
- Ascertain the managerial conduct of officials responsible for governmental resources.

BALANCE SHEET

A statement purporting to present the financial position of an entity by disclosing its assets, liabilities, and fund equities as of a specific date. Under varying circumstances, assets are carried at "lower of cost or market," "cost less allowance for depreciation," etc.

BOND (Debt Instrument)

A written promise to pay (debt) a specified sum of money (called principal or face value) at a specified future date (called the maturity date) along with periodic interest paid at a specified percentage of the principal (interest rate). Bonds are typically used for long-term debt to pay for specific capital expenditures.

BUDGET (Operating)

A plan of financial operation embodying an estimate of proposed expenditures for a given period (typically a fiscal year) and the proposed means of financing them (revenue estimates). The term is also sometimes used to denote the officially approved expenditure ceilings under which the City and its departments operate.

BUDGET CALENDAR

The schedule of key dates or milestones which the City follows in the preparation and adoption of the budget.

BUDGET MESSAGE (City Manager's)

A general discussion of the proposed budget presented in writing as a part of, or supplement to, the budget document. The budget message explains principal budget issues against the background of financial experience in recent years and presents recommendations made by the City Manager.

CAPITAL ASSETS

Assets of significant value and having a useful life of more than one year. Capital assets are also called fixed assets.

CAPITAL BUDGET

A plan of proposed capital expenditures and the means of financing them. The capital budget is enacted as part of the City's consolidated budget which includes both operating and capital outlays, and is based on a capital improvement program (CIP).

CAPITAL IMPROVEMENT PROGRAM (CIP)

A plan for capital expenditures to be incurred each year over a period of ten future years setting forth each capital project, the amount to be expended in each year, and the method of financing those expenditures.

CAPITAL OUTLAYS

Expenditures for the acquisitions of capital assets. Includes the cost of land, buildings, permanent improvements, machinery, large tools, rolling, and stationary equipment.

CAPITAL PROJECTS

Projects which purchase or construct capital assets. Typically a capital project encompasses a purchase of land and/or the construction of a building or facility.

CAPITAL PROJECTS FUND

Used to account for financial resources used for the acquisition or construction of major capital facilities (other than those financed by Proprietary Funds).

CERTIFICATE OF DEPOSIT

A negotiable or non-negotiable receipt for monies deposited in a bank or financial institution for a specified period and rate of interest.

COMMODITIES

Items of expenditure (in the operating budget) which after use, are consumed or show a material change in their physical condition, and

which are generally of limited value and are characterized by rapid depreciation, i.e. office supplies and motor fuel.

CONTINGENCY

A budgetary reserve set aside for emergencies or unforeseen expenditures not otherwise budgeted for.

CONTRACTUAL SERVICES

Items of expenditure for services the City receives from an internal service fund or an outside company. Utilities, rent and maintenance service agreements are examples of contractual services.

CONSUMER PRICE INDEX (CPI):

A statistical description of price levels provided by the U.S. Department of Labor. The change in this index from year to year is used to measure the cost of living and economic inflation.

DEBT SERVICE

Payment of interest and repayment of principal to holders of the City's debt instruments.

DEBT SERVICE FUND

Used to account for the accumulation of resources for, and payment of, general long-term debt.

DEFICIT

- The excess of entity's liabilities over its assets (See Fund Balance).
- The excess of expenditures or expenses over revenues during a single accounting period.

DEPARTMENT

An organizational unit comprised of one or more divisions.

DEPRECIATION

Expiration in the service life of capital assets attributable to wear and tear, deterioration, action of the physical elements, inadequacy or obsolescence.

- That portion of the cost of a capital asset, which is charged as an expense during a particular period.

DEBT RATIO

A ratio that indicates the proportion of debt compared to assets, calculated by dividing total debt by total assets.

DIVISION

A program or activity, within a department, that furthers the objectives of the City Council by providing services or products.

ENCUMBRANCES

Obligations in the form of purchase orders or contract commitments, which are chargeable to an appropriation and for which a part of the appropriation is reserved. They cease to be encumbrances when paid or when an actual liability is set up.

ENTERPRISE FUND

Separate financial accounting used for government operations that are financed and operated in a manner similar to business enterprises, and where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public be financed or recovered primarily through user charges, or where the governing body had decided that periodic determination of net income is appropriate for capital maintenance, public policy, management control, or other purposes (i.e. utilities and transit systems).

EXPENDITURES

Where accounts are kept on the accrual or modified accrual basis of accounting, the cost of goods received or services rendered whether cash payments have been made or not. Where accounts are kept on a cash basis, expenditures are recognized only when the cash payments for the above purposes are made.

FISCAL YEAR

The City's fiscal year is based on the twelve-month period beginning July 1st and ending the following June 30th.

FIXED CHARGES

Items of expenditure for services rendered by internal operations of the City. Examples include: rental equipment, computer services, building rental, indirect operating expenses, and depreciation.

FRINGE BENEFITS

Included are employee retirement, social security, Medicare, health, dental, life insurance, workers' compensation, uniforms, and deferred compensation plans.

FULL FAITH AND CREDIT

A pledge of the City's taxing power to repay debt obligations (typically used in reference to General Obligation Bonds or tax-supported debt).

FUND

An independent fiscal and accounting entity with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves and equities which are segregated for the purpose of carrying on specific activities or attaining certain objectives.

FUND BALANCE

The excess of an entity's assets over its liabilities. A negative fund balance is sometimes called a deficit.

GENERAL FUND

The fund supported by taxes, fees and other revenues that may be used for any lawful purpose. The general fund accounts for all financial resources except those required to be accounted for in another fund.

GENERAL OBLIGATION BONDS

When the City pledges its full faith and credit to the repayment of the bonds it issues, then those bonds are general obligation (G.O.) bonds. Sometimes the term is also used to refer to bonds, which are to be repaid from taxes and other general revenues. In California, G.O. bonds must be authorized by public referenda with two-thirds voter approval.

GOVERNMENTAL ACCOUNTING STANDARDS BOARD

To establish and improve standards in governmental accounting and financial reporting that will result in useful information.

INTERGOVERNMENTAL GRANT

A contribution of assets (usually cash) by one governmental unit or organization to another. Typically, these contributions are made to local governments from the State and Federal governments. Grants are usually made for specified purposes.

INTERNAL SERVICE FUND

Funds used to account for the financing of goods or services provided by one department or agency to another department or agency within the same organization.

INVESTMENT

Securities and real estate purchased and held for the production of income in the form of interest, dividends, rental or base payments.

LIABILITY

Debt or other legal obligations arising out of transactions in the past, which must be liquidated, renewed or refunded at some future date; financial obligations entered in the balance sheet. NOTE: The term does not include encumbrances.

MATURITIES

The dates on which the principal or stated values of investments or debt obligations mature and may be reclaimed.

MODIFIED ACCRUAL

Revenues are recognized when measurable and available to liquidate liabilities of the current period. Expenditures are recognized when an event or transaction is expected to draw on current or available resources.

MUNICIPAL CODE

A book containing City Council Approved Ordinances currently in effect. The Code defines City Policy in various categories (i.e., building regulations, planning and zoning regulations, sanitation and health standards, and traffic regulations).

OBJECT OF EXPENDITURE

Expenditure classifications based upon the types of categories of goods and services purchased. Examples include:

- personnel services (salaries and wages)
- contractual services (utilities, maintenance contracts, travel)
- commodities
- fixed charges (rental of City equipment, City building rental)
- capital outlays

OBJECTIVES

Departmental statements describing significant activities to be accomplished during the fiscal year.

OPERATING FUNDS

Resources derived from recurring sources used to finance ongoing operating expenditures and pay-as-you-go capital projects.

ORDINANCE

A formal legislative enactment by the governing board (City Council) of a municipality. If it is not in conflict with any higher form of law, it has the full force and effect of law within the boundaries of the municipality to which it applies.

PERFORMANCE MEASURES

Specific quantitative measures of work performed within an activity or program (e.g., total miles of streets cleaned). A specific quantitative measure of results obtained through a program or activity (e.g., reduced incidence of vandalism due to new street lighting program).

PERSONNEL SERVICES

Items of expenditures in the operating budget for salaries and wages paid for services performed by City employees, the incident fringe benefit cost associated with City employment, and amounts paid to outside firms, consultants, or individuals for contract personnel services.

PROGRAM

An activity, or division, within a department, which furthers the objectives of the City Council, by providing services or a product.

RATING

The credit worthiness of a City as evaluated by independent agencies.

REIMBURSEMENTS

Payments remitted by another agency, department, or fund to help defray the costs of a particular service or activity for which some benefit was obtained by the reimbursing party. These amounts are recorded as expenditures, or expenses in the reimbursing fund and as a reduction of expenditures, or expenses, in the fund that is reimbursed.

RESERVE

An account used to indicate that a portion of fund equity is legally restricted for a specific purpose, or set aside for emergencies or unforeseen expenditures not otherwise budgeted for. Reserve accounts can also be used to earmark a portion of fund balance to indicate that it is not appropriate for expenditures.

RESOLUTION

A special order of the City Council which requires less legal formality than an Ordinance in terms of public notice and the number of public readings prior to approval. A Resolution has lower legal standing than an Ordinance. The adopted operating budget is approved by Resolution and requires a majority vote of the Council members present at the time of adoption.

RESOURCES

Total dollars available for appropriations including estimated revenues, fund transfers, and beginning fund balances.

REVENUE

The term designates an increase to a fund's assets which:

- does not increase a liability (e.g., proceeds from a loan);
- does not represent a repayment of an expenditure already made;
- does not represent a cancellation of certain liabilities; and
- does not represent an increase in contributed capital.

REVENUE BONDS

When a government issues bonds, which do not pledge the full faith and credit of the jurisdiction, it issues limited liability revenue bonds. Typically, pledges are made to dedicate one specific revenue source to repay these bonds. In addition to a pledge of revenues, such bonds sometimes may be secured by a lien against property.

REVENUE ESTIMATES

A formal estimate of how much revenue will be earned from a specific revenue source for some future period; typically, a future fiscal year.

REVOLVING ACCOUNT

A reserve account that is funded by the amortization of a capital asset value charged annually to the user department with the accumulated funds used to replace the asset when it has reached the end of its normal life cycle.

SALARIES AND BENEFITS

An operating budget category which generally accounts for full-time and part-time salaries, overtime costs, and fringe benefits.

SOURCE OF REVENUE

Revenues are classified according to their source or point of origin.

SPECIAL REVENUE FUND

Used to account for the proceeds of special revenue sources that are restricted by law (or administrative action) to expenditures for specific purposes.

SUPPLIES AND SERVICES

This budget category accounts for all nonpersonnel, and noncapital outlay expenses (i.e., building/structure maintenance, contractual services, equipment maintenance, office supplies, small tool purchases, and utility costs).

TAXES

Compulsory charges levied by a government for the purpose of financing services performed for the common benefit. This term does not include specific charges made against particular persons or property for current or permanent benefits, such as special assessments. Neither does this term include charges for services rendered only to those paying such charges.

TRIPLE-FLIP

The revenue formula the State of California imposed on local government. The formula modifies (flips) the rate of distribution of three (triple) revenue sources that are passed through and distributed by the State: property tax, sales tax and motor vehicle-in-lieu fees.

TRANSFERS IN/OUT

Payments from one fund to another fund, primarily for work or services provided.

TRUST AND AGENCY FUND

A type of fund that temporarily holds monies for other agencies or legal entities.

UNIT COST

The cost required to produce a specific product or unit of service (e.g., the cost to purify one thousand gallons of water).

USER CHARGES (also known as USER FEES)

The payment of a fee for direct receipt of a public service by the party benefiting from the service.

YIELD

The rate earned on an investment based on the price paid.

AB	Assembly Bill
ABC	Alcoholic Beverage Control
ADA	American Disabilities Act
ADCRC	Alzheimers Day Care Resource Center
AMBAC	American Municipal Bond Assurance Corporation
AQMD	Air Quality Management District
ARRA	American Recovery and Reinvestment Act
ASST	Assistant
ATF	Alcohol Tobacco and Firearms, US Bureau of
ATM	Automated Teller Machine
AVE	Avenue
BHS	Behavioral Health Services
BIT	Biannual Inspection of Terminals
BJA	Bureau of Justice Assistance
BLDG	Building
BLVD	Boulevard
CA	California
CAL OSHA	California Occupational Safety and Health Act
CALWORKS	California Work Opportunity and Responsibility to Kids
CAPE	Community Action Project for the Elderly
CDBG	Community Development Block Grant
CDE	California Department of Education
CDPP	County Delinquency Prevention Program
CEO	Chief Executive Officer
CEQA	California Environmental Quality Act
CHGS	Charges
CINDEX	Clerk's Index
CIP	Capital Improvement Projects
CIS	Continuous Improvement System
CJSSP	County Justice System Subvention Program
CLEEP	California Law Enforcement Equipment Program

CLETEP	California Law Enforcement Technology Equipment Program
CO	Company
CO-ED	Co-educational
C of O	Certificate of Occupancy
COLA	Cost of Living Adjustment
COPS	Citizen Option for Public Safety
CORP	Corporation
CPI	Consumer Price Index
CSBG	Community Services Block Grant
CSMFO	California Society of Municipal Finance Officers
DEMO	Demolition
DEV	Development
DHS	Department of Homeland Security
DIST	District
DMH	Department of Mental Health
DOC	Document
DUI	Driving Under the Influence
EAP	Employee Assistance Program
EDWAA	Economically Dislocated Worker Adjustment Act
E.G.	For Example (Exempli Gratia)
ENF	Enforcement
EPA	Environmental Protection Agency
ERAF	Educational Relief Augmentation Fund
ESA	Environmental Site Assessment
E & T	Education and Training
ETC	Etcetera
EXP	Expense
FAU	Federal Aid to Urban Areas
FEMA	Federal Emergency Management Agency
FPPC	Fair Public Practices Commission

G-CAN	Gardena Community Action Network	LAIF	Local Agency Investment Fund
GAAFR	Governmental Accounting, Auditing and Financial Reporting	LTD.	Limited
GAAP	Generally Accepted Accounting Practices	MAINT	Maintenance
GAAS	Generally Accepted Auditing Standards	MDC	Mobile Data Computers
GASB	Governmental Accounting Standards Board	MDT	Mobile Data Terminals
GBAC	Gardena Business Advisory Council	MGMT	Management
GED	General Education Development	MGR.	Manager
GEPCO	Gardena Employee Personal Computer Opportunity	MIC	Management Information Center
GFCC	Gardena Family Child Care	MISC.	Miscellaneous
GFOA	Government Finance Officers Association	MMIC	Municipal Mutual Insurance Company
GIS	Geographic Information System	MTA	Metropolitan Transportation Authority
GMBL	Gardena Municipal Bus Line	N.A.	National Association
GMC	Gardena Municipal Code	NPDES	National Pollutant Discharge Elimination System
GRADE	Gardena Regional Anti-Drug Education	NRC	National Revenue Corp.
GRAGA	Gardena Royal and Ancient Golf Association	OAA	Older Americans Act
GREAT	Gang Resistance Education and Training	OCJP	Office of Criminal Justice Planning
HS	Human Services	OJP	Office of Justice Programs
HUD	The U.S. Department of Housing and Urban Development	OSHA	Occupational, Safety and Health Administration
ICMA	International City/County Management Association	OTS	Office of Traffic Safety
i.e.	(Latin: id est) that is	PARS	Public Agency Retirement System
IMPR	Improvement	PERS	Public Employee's Retirement System
INC.	Incorporated	PK.	Park
IND	Industrial	PL	Place
ISTEA	Intermodal Surface Transportation Efficiency Act	POP	Problem Oriented Policing
JAG	Justice Assistance Grant Program	POST	Police Officers Standards and Training
JR.	Junior	PRIM	Primary
JT POWERS	Joint Powers	PROG	Program
L.A.	Los Angeles	PROP 127	Proposition 127: 1/2 cents of sales for public safety services (Public Safety Augmentation Fund)
LACDACC	Los Angeles County Department of Animal Care and Control	PROP 40	Proposition 40: California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002
LACoFD	Los Angeles County Fire District		
LLEBG	Bureau of Justice Assistance Local Law Enforcement Block Grant Program	PSI	Progressive Solutions, Inc.
LP	Limited Partnership	PT	Part-time

RCC	Regional Communication Center	STEP	Strategic Traffic Enforcement Program
REC.	Recreation	STEP	Subsidized Transitional Employment Program
RFP	Request for Proposal	STIP	State Transportation Improvement Program
SB	Senate Bill	STPLHG	Surface Transportation Program Local Hazard Grant
S.B.R.P.C.A.	South Bay Regional Public Communications Authority	SUBVN	Subvention
SBWIB	South Bay Workforce Investment Board	SYETP	Summer Youth Employment and Training Program
SCAG	Southern California Association of Governments	TDA	Transportation Development Act
SCAMP	Senior Community Action Meals Program	TEA 21	Transportation Equity Act for the 21st Century
SCAMP HD	Senior Community Action Meals Program-Home Delivered	TECH	Technical
SCIBA	Southern California International Business Academy	TRANS	Tax and Revenue Anticipation Notes
SDA	Service Delivery Area	TRAP	Taskforce For Regional Auto Theft Prevention
SDCC	Senior Day Care Center	TRG	Training
SLESF	Supplemental Law Enforcement Services Fund	TV	Television
SPORTS	Service Providing Opportunities through Recreational Training & Support	UHP	Universal Hiring Program
SR.	Senior	US	United States
ST	Street	USDOJ	U.S. Department of Justice
		WIA	Workforce Investment Act
		WRG	Waste Resources of Gardena
		WOTC	Work Opportunity Tax Credits
		YMCA	Young Men's Christian Association

RESOLUTION NO. 6635

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GARDENA, CALIFORNIA, ADOPTING AN AMENDED
BUDGET FOR SAID CITY FOR THE FISCAL YEARS JULY
1, 2023, TO JUNE 30, 2024

WHEREAS, the Gardena Municipal Code provides that the City Manager of Gardena, California, shall cause a municipal budget to be prepared; and

WHEREAS, such budget, covering the fiscal years commencing July 1, 2023, to June 30, 2024, has been reviewed by the City Council with regard to the approval of estimated revenues and expenditures; and

WHEREAS, the City Council has made such necessary revisions to the budget for the fiscal year 2023-2024 as presented by the City Manager;

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

SECTION 1. That the City Council does hereby approve and adopt said one-year amended municipal budget for the City of Gardena for the fiscal year 2023-2024, by this reference, is incorporated herein as if fully set forth.

SECTION 2. That copies of said budget be placed on file in the office of the City Clerk.

SECTION 3. That, effective July 1, 2023, the City Manager is hereby authorized to proceed with the implementation of the work program as incorporated in the approved and adopted amended one-year budget; that he has the authority to transfer any sum of appropriated funds within a department or function, and that he may carry over as needed to future years' funds approved in this budget for projects, capital improvements, and capital outlay. It shall be the responsibility of the City Manager to determine the priority in which increases in personnel and capital acquisition shall be programmed for accomplishment during this year consistent with the availability of revenue and subject to the requirements of the Gardena Municipal Code regarding the expenditure of funds and the employment of personnel.

SECTION 4. That this Resolution shall be effective immediately.

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

Passed, approved, and adopted this 27th day of June 2023.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 12.B
Section: DEPARTMENTAL
ITEMS - ADMINISTRATIVE
SERVICES
Meeting Date: June 27, 2023

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

AGENDA TITLE: PUBLIC HEARING: RESOLUTION NO. 6633, Establishing the Appropriations Limit for Fiscal Year 2023-2024 (GANN Limit)

COUNCIL ACTION REQUIRED:

Staff Recommendation: Staff respectfully recommends that the City Council open the public hearing, receive testimony, allow three (3) minutes for each speaker; and Adopt Resolution No. 6633 which establishes the City's Appropriations Limit for Fiscal Year 2023-2024 at \$138,153,439, as required by Article XIII (B) of the California Constitution.

RECOMMENDATION AND STAFF SUMMARY:

In 1979, Proposition 4, known as the Gann Initiative, was approved by the voters. As a result, Article XIII (B) of the state statute (Government Code, Section 7900-10) was enacted and requires that each year thereafter the governing body of each local jurisdiction shall, by resolution, establish its Appropriations Limit for the following year. Proposition 111, approved by the voters in 1990, amended Article XIII (B) further, and Council action is necessary to implement the amendments effective for Fiscal Year 2023-2024. The amendments of Proposition 111 specify that the annual adjustment factor in calculating the Appropriations Limit will be increased by:

- The change in population growth for the City **OR** County, whichever has the higher population growth rate
- The change in California per capita personal income **OR**
- The growth in non-residential assessed valuation due to new construction within the City.

Pursuant to Proposition 111 amendments and upon Council approval, staff has calculated the Fiscal Year 2023-2024 Appropriations Limit using the City's population change and the percentage change in per capita personal income in California.

The Appropriations Limit for Fiscal Year 2023-2024 is \$138,153,439 with appropriations of \$81,831,342 subject to the limit, leaving a remaining appropriations capacity of \$56,322,097. The Appropriations Limit calculation formula is attached as reference (Exhibit A).

The Appropriations Limit for Fiscal Year 2023-2024 was publicly noticed in the Gardena Valley

News on June 15, 2023.

Staff recommends that the City Council adopt Resolution No. 6633, which establishes the Gann Limit for Fiscal Year 2023-2024 at \$138,153,439.

FINANCIAL IMPACT/COST:

Appropriations Limit:	\$138,153,439
Funding Source:	All Revenue Sources
Remaining Appropriations Capacity:	\$56,322,097

ATTACHMENTS:

[Resolution 6633 - Gann Limit FY23-24 including Exhibit A.pdf](#)

APPROVED:



Clint Osorio, City Manager

RESOLUTION NO. 6633

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA,
ESTABLISHING ITS APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-2024

WHEREAS, the Government Code section 7910 requires the City Council to establish its appropriations limit pursuant to Article XIII B of the State Constitution; and

WHEREAS, said appropriations limit for fiscal year 2023-2024 has now been calculated to be \$138,153,439.

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

SECTION 1. That the spending limit calculation for fiscal year 2023-2024 is set forth in "Exhibit A" attached hereto and incorporated herein as if fully set forth. The annual adjustment factors used in making such calculation are the cost of living adjustment – CPI based on the percentage change in California per capita income and the population adjustment based on the annual population change for the City of Gardena.

"The City of Gardena reserves the right to change or revise any growth factors associated with the calculation of the Proposition 111 limit if such changes or revisions would result in a more advantageous appropriations limit."

SECTION 2. That this Resolution shall be effective immediately.

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

Passed, approved, and adopted this 27th day of June 2023.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

CALCULATION OF THE GANN LIMIT FOR THE CITY OF GARDENA FOR FISCAL YEAR 2023-2024 IN ACCORDANCE WITH PROPOSITION III AND ARTICLE XIII (B)

EXECUTIVE SUMMARY: In November 1979, the voters of California approved Proposition 4, commonly known as the Gann Initiative. This proposition created Article XIII B of the State Constitution placing limits on the amount of revenue that can be appropriated by all government entities in any fiscal year. The legislation mandates all governing bodies including the City of Gardena to annually establish the Appropriations Limit.

FISCAL IMPACT: There is no impact to the City of Gardena budget. The fiscal year 2023-2024 Appropriations Limit is \$138,153,439 and will exceed the estimated General Fund spending plan of \$81,831,342 in an amount of \$56,322,097.

CITY OF GARDENA **Appropriations Limit Schedule** For the Fiscal Year Ending June 30, 2024

	Amount & Calculation	Source
A. Appropriations Limit Fiscal Year 2022-2023	\$132,903,741	Prior Fiscal Year
B. Calculation Factors:		
1) Population decrease factor - .47% (City of Gardena)	$\frac{-0.47 + 100}{100} = 0.9953$	State Department of Finance
2) Per Capita Cost of Living Change - 4.44%	$\frac{4.44 + 100}{100} = 1.0444$	State Department of Finance
C. Calculated Factor for Fiscal Year 2023-2024	$0.9953 \times 1.0444 = 1.0395$	B(1) x B(2)
D. Appropriations Limit Fiscal Year 2023-2024	$\$132,903,741 \times 1.0395 = \$138,153,439$	A x C
E. Annual Adjustment Increase:	\$5,249,698	D - A

STAFF ANALYSIS:

Appropriations subject to the Limit for the prior fiscal year 2022-2023 totaled \$76,616,761 against the Adopted Limit of \$132,903,741 for that year.

CITY OF GARDENA **Calculation on FY 2023-2024 Budget** **Against** **FY 2023-2024 Appropriations Limit**

FY 2023-2024 Appropriations Limit	\$138,153,439
FY 2023-2024 Adopted Budget Subject to Limit (*)	81,831,342
Remaining Appropriation Capacity (Deficit)	\$56,322,097
Available Capacity as a Percentage of Appropriation Limit	40.7678%
(*) Actual Appropriations Subject to Limit	
Fund # 010 - General Fund FY 2023-2024 Adopted Budget:	\$81,831,342



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 12.C
Section: DEPARTMENTAL
ITEMS - ADMINISTRATIVE
SERVICES
Meeting Date: June 27, 2023

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

AGENDA TITLE: RESOLUTION NO. 6634, Acknowledging the Receipt and Filing of the Annual Statement of Investment Policy for the Fiscal Year 2023-2024

COUNCIL ACTION REQUIRED:

Staff Recommendation: Adopt Resolution No. 6634

RECOMMENDATION AND STAFF SUMMARY:

Staff requests that the City Council adopt Resolution No. 6634 approving the City's Investment Policy for Fiscal Year 2023-2024.

City staff completed a review of its Investment Policy to ensure compliance with state and federal statutes, maximizing interest and minimizing risk.

The purpose of the Investment Policy is to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City objectives of safety, liquidity and return on investment through a diversified investment portfolio. The policy also serves to organize and formalize the City's investment related activities. The policy is written to incorporate industry best practices and recommendations from sources such as the Government Finance Officers Association (GFOA), California Municipal Treasurer's Association (CMTA), California Debt and Investment Advisory Commission (CDIAC), the Association of Public Treasurers (APT) and Chandler Asset Management, Inc.

FINANCIAL IMPACT/COST:

N/A

ATTACHMENTS:

[Reso. 6634 Investment Policy 2023-2024 including Policy.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

RESOLUTION
NO. 6634

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ACKNOWLEDGING THE RECEIPT AND FILING OF THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR THE FISCAL YEAR 2023-2024

WHEREAS, the Governor of the State of California signed legislation into law effective January 1, 1996 (SB564); and

WHEREAS, this statement is intended to outline the policies for maximizing the efficiency of the City's Cash Management System and for prudent investment of the City's funds, and to provide guidelines for suitable investments.

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

SECTION 1. That the City Treasurer of the City of Gardena declares the annual Statement of Investment Policy for fiscal year 2023-2024 to be as outlined in the City of Gardena's Investment Policy.

SECTION 2. An annual statement of investment policy for the City of Gardena has been filed by the City Treasurer for fiscal year 2023-2024 in compliance with Section 53646(A) (2) of the Government Code of the State of California.

SECTION 3. That this resolution shall be effective immediately upon adoption by the City Council.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 27th day of June 2023.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

CITY OF GARDENA



INVESTMENT POLICY

JULY 2023

CITY OF GARDENA

INVESTMENT POLICY

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I. INTRODUCTION

The purpose of this investment policy is to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City of Gardena objectives of safety, liquidity and return on investment through a diversified investment portfolio. This policy also serves to organize and formalize the City of Gardena's investment-related activities, while complying with all applicable statutes governing the investment of public funds. This policy is written to incorporate industry best practices and recommendations from sources such as the Government Finance Officers Association (GFOA), California Municipal Treasurers Association (CMTA), California Debt and Investment Advisory Commission (CDIAC) and the Association of Public Treasurers (APT).

This investment policy was endorsed and adopted by the City of Gardena's City Council and is effective as of the 1st day of July, 2023, and replaces any previous versions.

II. SCOPE

This policy covers all funds and investment activities under the direct authority of the City of Gardena, as set forth in the State Government Code, Sections 53600 *et seq.*, with the following exceptions:

- Proceeds of debt issuance shall be invested in accordance with the City of Gardena's general investment philosophy as set forth in this policy; however, such proceeds are to be invested pursuant to the permitted investment provisions of their specific bond indentures.
- Any other funds specifically exempted by the City Council.

POOLING OF FUNDS

Except for cash in certain restricted and special funds, the City of Gardena will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. PRUDENCE

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City of Gardena are trustees and therefore fiduciaries subject to the *Prudent Investor Standard*:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and

diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

The Treasurer and other authorized persons responsible for managing City of Gardena funds acting in accordance with this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes provided that the Treasurer or other authorized persons acted in good faith. Deviations from expectations of a security’s credit or market risk should be reported to the governing body in a timely fashion and appropriate action should be taken to control adverse developments.

IV. OBJECTIVES

The City of Gardena’s overall investment program shall be designed and managed with a degree of professionalism worthy of the public trust. The overriding objectives of the program, in priority order, are to preserve principal, provide sufficient liquidity, and manage investment risks, while seeking a market-rate of return.

- **SAFETY.** Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City of Gardena will diversify its investments by investing funds among a variety of securities with independent returns.
- **LIQUIDITY.** The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
- **RETURN ON INVESTMENTS.** The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

V. DELEGATION OF AUTHORITY

Authority to manage the City of Gardena’s investment program is derived from California Government Code, Sections 41006 and 53600 *et seq.*

The City Council is responsible for the management of the City of Gardena’s funds, including the administration of this investment policy. Management responsibility for the cash management of the City of Gardena’s funds is hereby delegated to the Treasurer or other authorized persons.

The Treasurer, or his/her designee, will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer.

The City of Gardena may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City of Gardena's investment portfolio in a manner consistent with the City of Gardena's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City of Gardena's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City of Gardena recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City of Gardena.

VI. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. Thus, employees and officials involved in the investment process shall refrain from personal business activity that could create a conflict of interest or the appearance of a conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose to the City Manager, or his/her designee, any material interests in financial institutions with which they conduct business, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the Agency.

VII. INTERNAL CONTROLS

The City Treasurer, or his/her designee, is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Periodically, as deemed appropriate by the City of Gardena and/or the City Council, an independent analysis by an external auditor shall be conducted to review internal controls, account activity and compliance with policies and procedures.

VIII. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

To the extent practicable, the Treasurer, or his/her designee, shall endeavor to complete investment transactions using a competitive bid process whenever possible. The City of Gardena's Treasurer, or his/her designee, will determine which financial institutions are authorized to provide investment services to the City of Gardena. It shall be the City of Gardena's policy to purchase securities only from authorized institutions and firms.

The Treasurer, or his/her designee, shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence as determined by the City of Gardena. Due inquiry shall determine whether such authorized broker/dealers, and the individuals covering the City of Gardena are reputable and trustworthy, knowledgeable and experienced in Public Agency investing and able to meet all of their financial obligations. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

In accordance with Section 53601.5, institutions eligible to transact investment business with the City of Gardena include:

- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City of Gardena, except where the City of Gardena utilizes an external investment adviser in which case the Agency may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Treasurer, or his/her designee, with audited financials and a statement certifying that the institution has reviewed the California Government Code, Section 53600 *et seq.* and the City of Gardena's investment policy. The Treasurer, or his/her designee, will conduct an annual review of the financial condition and registrations of such qualified bidders.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

Selection of broker/dealers used by an external investment adviser retained by the City of Gardena will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall

be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

IX. AUTHORIZED INVESTMENTS

The City of Gardena's investments are governed by California Government Code, Sections 53600 *et seq.* Within the investments permitted by the Code, the City of Gardena seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity, and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

1. MUNICIPAL SECURITIES include obligations of the City of Gardena, the State of California and any local agency within the State of California, provided that:

- The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
- No more than 5% of the portfolio may be invested in any single issuer.
- No more than 30% of the portfolio may be in Municipal Securities.
- The maximum maturity does not exceed five (5) years.

2. MUNICIPAL SECURITIES (REGISTERED TREASURY NOTES OR BONDS) of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

- The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
- No more than 5% of the portfolio may be invested in any single issuer.
- No more than 30% of the portfolio may be in Municipal Securities.
- The maximum maturity does not exceed five (5) years.

3. U.S. TREASURIES and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no

limits on the dollar amount or percentage that the City of Gardena may invest in U.S. Treasuries, provided that:

- The maximum maturity is five (5) years.
4. **FEDERAL AGENCIES** or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City of Gardena may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:
- No more than 25% of the portfolio may be invested in any single Agency/GSE issuer.
 - The maximum maturity does not exceed five (5) years.
 - The maximum percent of agency callable securities in the portfolio will be 20%.
5. **BANKER'S ACCEPTANCES**, provided that:
- They are issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
 - No more than 40% of the portfolio may be invested in Banker's Acceptances.
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed 180 days.
6. **COMMERCIAL PAPER**, provided that:
- The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million.
 - The securities are rated "A-1" or its equivalent or better by at least one NRSRO.
 - They are issued by corporations which have long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
 - City of Gardena may purchase no more than 10% of the outstanding commercial paper of any single issuer.
 - No more than 25% of the portfolio may be invested in Commercial Paper.
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed 270 days.
7. **NEGOTIABLE CERTIFICATES OF DEPOSIT (NCDs)**, issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:
- The amount of the NCD insured up to the FDIC limit does not require any credit ratings.

- Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated “A-1” or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
 - No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed five (5) years.
- 8. FEDERALLY INSURED TIME DEPOSITS (Non-Negotiable Certificates of Deposit)** in state or federally chartered banks, savings and loans, or credit unions, provided that:
- The amount per institution is limited to the maximum covered under federal insurance.
 - No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
 - The maximum maturity does not exceed five (5) years.
- 9. COLLATERALIZED TIME DEPOSITS (Non-Negotiable Certificates of Deposit)** in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:
- No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
 - The maximum maturity does not exceed five (5) years.
- 10. CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)**, provided that:
- No more than 30% of the total portfolio may be invested in a combination of Certificates of Deposit, including CDARS.
 - The maximum maturity does not exceed five (5) years.
- 11. COLLATERALIZED BANK DEPOSITS.** City of Gardena’s deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City of Gardena may invest in collateralized bank deposits.
- 12. STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)**, provided that:
- The City of Gardena may invest up to the maximum amount permitted by LAIF.
 - LAIF’s investments in instruments prohibited by or not specified in the City of Gardena’s policy do not exclude the investment in LAIF itself from the City of Gardena’s list of allowable investments, provided LAIF’s reports allow the Treasurer to adequately judge the risk inherent in LAIF’s portfolio.
- 13. LOCAL GOVERNMENT INVESTMENT POOLS (LGIPS)**

- Permitted LGIPs comprise the following programs:
 - California Asset Management Program (CAMP) Pool
 - Investment Trust of California (CalTRUST)
 - Los Angeles County Pooled Investment Fund (LACPIF)

14. CORPORATE MEDIUM TERM NOTES (MTNs), provided that:

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

15. ASSET-BACKED, MORTGAGE-BACKED, MORTGAGE PASS-THROUGH SECURITIES, AND COLLATERALIZED MORTGAGE OBLIGATIONS, provided that:

- The securities are rated in a rating category of “AA” or its equivalent or better by a NRSRO.
- No more than 20% of the total portfolio may be invested in these securities.
- No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer. There is no issuer limitation on any Mortgage security where the issuer is the US Treasury or a Federal Agency/GSE.
- The maximum legal final maturity does not exceed five (5) years.

16. MUTUAL FUNDS AND MONEY MARKET MUTUAL FUNDS that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

- **MUTUAL FUNDS** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:
 1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of \$500 million.
 3. No more than 10% of the total portfolio may be invested in shares of any one mutual fund.
- b. **MONEY MARKET MUTUAL FUNDS** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:

1. Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of \$500 million.
3. No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.

c. No more than 20% of the total portfolio may be invested in these securities.

17. SUPRANATIONALS, provided that:

- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 30% of the total portfolio may be invested in these securities.
- No more than 10% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

X. PROHIBITED INVESTMENT VEHICLES AND PRACTICES

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- No surplus city funds shall be invested in any repurchase agreements, reverse repurchase agreements, derivatives or noncollateralized corporate notes
- Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunseting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.
- The purchase of foreign currency denominated securities is prohibited.
- The purchase of a security with a forward settlement date exceeding 45 days from the time of investment is prohibited.

XI. INVESTMENT POOLS/MUTUAL FUNDS

The City of Gardena shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. The Treasurer shall

develop a questionnaire which will answer the following general questions:

1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

XII. COLLATERALIZATION

CERTIFICATES OF DEPOSIT (CDs). The City of Gardena shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

COLLATERALIZATION OF BANK DEPOSITS. This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City of Gardena shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

XIII. DELIVERY, SAFEKEEPING AND CUSTODY

DELIVERY-VERSUS-PAYMENT (DVP). All investment transactions shall be conducted on a delivery-versus-payment basis.

SAFEKEEPING AND CUSTODY. To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the City of Gardena's portfolio shall be held in safekeeping in the City of Gardena's name by a third party custodian, acting as agent for the City of Gardena under the terms of a custody agreement executed by the bank and the City of Gardena. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City of Gardena from the custodian listing all securities held in safekeeping with current market data and other information.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) money mutual funds, since the purchased securities are not deliverable.

XIV. MAXIMUM MATURITY

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities.

The City of Gardena will not invest in securities maturing more than five (5) years from the date of trade settlement, unless the City Council has by resolution granted authority to make such an investment.

XV. RISK MANAGEMENT AND DIVERSIFICATION

MITIGATING CREDIT RISK IN THE PORTFOLIO

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City of Gardena will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the “Authorized Investments” section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
- The City of Gardena may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City of Gardena’s risk preferences.
- If securities owned by the City of Gardena are downgraded by an NRSRO to a level below the quality required by this investment policy, it will be the City of Gardena’s policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
 - If a security is downgraded, the Treasurer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
 - If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

MITIGATING MARKET RISK IN THE PORTFOLIO

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City of Gardena recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City of Gardena will mitigate market risk

by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City of Gardena further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City of Gardena, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City of Gardena will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City of Gardena based on the City of Gardena's investment objectives, constraints and risk tolerances.

XVI. REVIEW OF INVESTMENT PORTFOLIO

The Treasurer shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

XVII. PERFORMANCE EVALUATION

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City of Gardena's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Treasurer shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the Treasurer's quarterly report within 45 days after the end of the quarter. The Treasurer shall select an appropriate, readily available index to use as a market benchmark.

XVIII. REPORTING

MONTHLY REPORTS

Monthly transaction reports will be submitted by the Treasurer to the City Council within 30 days of the end of the reporting period in accordance with California Government Code Section 53607.

XIX. REVIEW OF INVESTMENT POLICY

The investment policy will be reviewed and adopted at least annually within 120 days of the end of the fiscal year, to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

Prepared by:



Clint Osorio
City Manager

Approved:



Carmen Vasquez
City Attorney

Approved:

Tasha Cerda, Mayor
City Council

Date:

GLOSSARY OF INVESTMENT TERMS

AGENCIES. Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “FreddieMac” issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “FannieMae,” issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as “GinnieMae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

ASSET BACKED SECURITIES. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

AVERAGE LIFE. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

BANKER’S ACCEPTANCE. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

BENCHMARK. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BROKER. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from their own position.

CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP). CAMP is a Joint Powers Authority which was established to provide local California governments with investment management services. The CAMP Pool investment option offers daily liquidity and underscores safety of principal and liquidity as the primary objectives.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS). A private placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED BANK DEPOSIT. A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as

Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COLLATERALIZED TIME DEPOSIT. Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for their own position.

DEBENTURE. A bond secured only by the general credit of the issuer.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DERIVATIVE. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes interest rates.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC). The Federal Deposit Insurance Corporation (FDIC) is an independent federal agency insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

FEDERALLY INSURED TIME DEPOSIT. A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

INVESTMENT TRUST OF CALIFORNIA (CALTRUST). CalTrust is a Joint Powers Authority formed by public agencies in California for the purposes of pooling and investing local public agency funds. The accounts seek to attain a high-level of current income that is consistent with the preservation of principal in compliance with restrictions and limits placed by CA statute.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

LOCAL AGENCY INVESTMENT FUND (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

LOCAL GOVERNMENT INVESTMENT POOL. Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

LOS ANGELES COUNTY POOLED INVESTMENT FUND (LACPIF). LACPIF is a Joint Powers Authority maintained by the Los Angeles County Treasurer and Tax Collector created for the benefit of local agencies.

MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE. The price at which a security can be traded.

MATURITY. The final date upon which the principal of a security becomes due and payable. The investment's term or remaining maturity is measured from the settlement date to final maturity.

MEDIUM TERM NOTES. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION. The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MONEY MARKET MUTUAL FUND. A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at \$1 per share.

MORTGAGE PASS-THROUGH SECURITIES. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO).
A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CERTIFICATE OF DEPOSIT (CD). A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market.

PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

PRUDENT PERSON (PRUDENT INVESTOR) RULE. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

REPURCHASE AGREEMENT. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

SAFEKEEPING. A service to bank customers whereby securities are held by the bank in the customer's name.

SECURITIES AND EXCHANGE COMMISSION (SEC). The U.S. Securities and Exchange Commission (SEC) is an independent federal government agency responsible for protecting investors, maintaining fair and orderly functioning of securities markets and facilitating capital formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

SECURITIES AND EXCHANGE COMMISSION (SEC) RULE 15c3-1. An SEC rule setting capital requirements for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

STRUCTURED NOTE. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATIONAL. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 12.D
Section: DEPARTMENTAL
ITEMS - ADMINISTRATIVE
SERVICES
Meeting Date: June 27, 2023

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

AGENDA TITLE: Renew the Professional Services Agreement with Alliant Insurance Services, Inc., to provide Insurance Brokerage and Consulting Services for City Property and Casualty Program, in the amount of \$491,095, for Fiscal Year beginning 2023/2024 through 2027/2028

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve the renewal of the Professional Services Agreement with Alliant Insurance Services, Inc. for Insurance Brokerage and Consulting Services

RECOMMENDATION AND STAFF SUMMARY:

The City contracts with a licensed insurance broker to purchase the necessary coverage to protect the City from a variety of losses, including Liability insurance, Excess Workers Compensation, Commercial Property, Commercial Crime, Cyber Insurance Coverage and Deadly Weapon Response. The City's current insurance broker is Alliant Insurance Services, Inc. ("Alliant"). Alliant has done an excellent job in serving as the City's insurance broker since July 2018, they have saved the City significant funds while balancing risk exposure and provided the City a tailored Risk Control plan, including assessing current insurance programs, loss history and trends, management goals and objectives.

Alliant is the leading public entity broker in the country and works with over 10,000 public agencies across the country, while maintaining 98% client retention. Historically known as the preferred public agency broker in the State of California, there is no other brokerage firm with the extent of experience and clientele in California as Alliant. Over 80% of California cities are Alliant clients.

Alliant is a full-service brokerage firm with the ability, resources and expertise to meet all of our risk management and brokerage objectives. Further, Alliant has the ability to continue to provide Gardena with options that are exclusive to Alliant and thus not available through any other broker, while adequately addressing the City's insurance portfolio. As an Alliant client, the City has and will continue to have access to the largest risk sharing pool in the country where Alliant serves as the exclusive broker and marketing agent.

Alliant's proposal includes a decrease of \$3,168 in fees for the 1st year compared to the fees paid in the prior year and then minimal annual increases of 3% per year for the term of the contract.

The request to renew the agreement with Alliant Insurance Services, Inc for Insurance Brokerage and Consulting Services is being made in compliance with the City's current Purchasing Policy; Section 4) (H) Professional Services and Specialized Services.

Staff recommends that the City Council authorize and approve the renewal of the Professional Services Agreement with Alliant Insurance Services, Inc. for a five (5) year period starting July 1, 2023 through June 30, 2028 at a cost of \$491,095.

FINANCIAL IMPACT/COST:

Fiscal Year	Gtrans Fund	Workers Compensation Fund	Liability Fund	Total
2023-2024	\$35,959.73	\$5,309.65	\$51,230.61	\$92,500
2024-2025	\$37,038.53	\$5,468.94	\$52,767.53	\$95,275
2025-2026	\$38,149.59	\$5,633.00	\$54,350.42	\$98,133
2026-2027	\$39,294.08	\$5,801.99	\$55,980.94	\$101,077
2027-2028	\$40,473.17	\$5,976.09	\$57,660.75	\$104,110
Total	\$190,915.09	\$28,189.67	\$271,990.24	\$491,095

ATTACHMENTS:

[PSA - City of Gardena Alliant - 6_7_23 SIGNED.pdf](#)

APPROVED:



Clint Osorio, City Manager

**AGREEMENT BETWEEN THE
CITY OF GARDENA AND
ALLIANT INSURANCE SERVICES, INC.**

This contract, hereinafter referred to as "Agreement" is entered into this 1st day of July, 2023, by and between THE CITY OF GARDENA ("City") and ALLIANT INSURANCE SERVICES, a California Corporation ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. Recitals.

- A. Whereas, City requires the services of a professional to provide brokerage and consulting services for City Property and Casualty Program; and
- B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to provide these services; and
- C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement.
- 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.

2. Services.

A. The services to be performed by Consultant shall consist of the following ("Services"): As specified in **Exhibit "A"**, attached hereto and incorporated herein by reference, unless otherwise instructed by City.

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

3. Additional Services. If City determines that additional Services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional Services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the amount agreed upon in writing by the Parties. No compensation shall be paid to Consultant for Additional Services which are

not specifically approved by City in writing.

4. 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.

5. 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 as set forth in **Exhibit A**. City, in its sole discretion, may extend the time for performance of any Service.

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

7. Term of Agreement/Termination. This Agreement shall commence on the Effective Date and continue for a period of five (5) years, ending on June 30, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

C. Unless for cause, Consultant may not terminate this Agreement. If Consultant is terminating this Agreement for cause, it must provide the City with thirty (30) days written notice.

D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for

the Services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

8. Agreement Administrator. For purposes of this Agreement, City designates Ray Beeman, Director of Administrative Services or designee as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by Agreement Administrator. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the Agreement Administrator. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the Agreement Administrator 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- Term of Agreement/Termination. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.

9. Invoices and Payments.

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

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

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

10. Records/Audit.

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

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

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

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

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

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

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

12. Change in Name, Ownership or Control. Consultant shall notify the Agreement Administrator, in writing, of any change in name, more than fifty percent (50%) ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

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

14. 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.

15. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or

completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

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

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

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

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 statutes ("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. "Confidential Information" does not include: (i) information that is or becomes public other than as a result of a breach of this Agreement by Consultant or its Representatives; (ii) information that is independently developed by Consultant or any of its Representatives (defined below) without use of Confidential Information; (iii) information that is lawfully known by Consultant without any known obligation of confidentiality or other restriction on use or disclosure, prior to the disclosure of the information by the City; and (iv) information that becomes available to Consultant from a third party whom, to Consultant's knowledge, is not prohibited from transmitting such information by a contractual, legal, or fiduciary obligation to the City. 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.

Notwithstanding anything to the contrary herein this §18, Consultant is also authorized to disclose City's Confidential Information and Personal Information to insurers, underwriters, and other recognized insurance intermediaries and administrators solely as needed to perform the Services; provided, however, that Consultant shall first inform such recipients of the confidential nature of the information.

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. Legal Requirements.

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

B. Consultant warrants 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.

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

20. Conflict of Interest and Reporting.

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

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

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

22. Insurance.

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

B. Insurance Company Requirements. All insurance policies used to satisfy Consultant Agreement with Alliant Insurance Services, Inc.

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

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

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, 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 with coverage at least as broad as 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. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

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

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

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

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

5. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and Consultant shall provide thirty (30) days prior written notice of cancelation to the City.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of an Amendment in the insurance requirements; where commercially available, economically feasible, and based on the nature of the risk, prior experience, or other special circumstance Consultant shall obtain the required insurance coverage. Approval of the Amendment shall be within a reasonable amount of days of receipt of such notice.

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

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Upon 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,. 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.

23. Indemnity.

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

B. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees and volunteers arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, employees and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable.

C. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out

of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

25. 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.

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

City of Gardena:
1700 West 162nd Street
Gardena, California 90247-3732
Attn: Ray Beeman
Title Director of Administrative Services
Email: rbeeman@cityofgardena.org
Telephone: (310) 217-9502

To Consultant:
Alliant Insurance Services, Inc.
18100 Von Karman Ave 10th Floor
Irvine, CA 92612

Attn: Courtney Ramirez, Senior Vice President
Email: cramirez@alliant.com
Telephone: (949) 660-8133

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

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

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

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

30. 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.

31. 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.

32. Joint Drafting. 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.

33. Public Records 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 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as 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.

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 (as used herein "prevailing party" means: (i) in the case of the party initiating the enforcement of rights or remedies, that it recovered on substantially all of the claims; and, (ii) in the case of the party defending against such enforcement, that it successfully defended against substantially all of the claims made against it; in the legal action shall be entitled to recover reasonable attorney's fees and court costs from the opposing party.

36. Section Headings. The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.

37. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

“City”
City of Gardena

By: _____
Tasha Cerda, Mayor

Date: _____

“Consultant”
Alliant Insurance Services, Inc.

By:  _____
Courtney Ramirez, Senior Vice President

Date: June 10, 2023 _____

By:  _____
Daniel Howell, Managing Director

Date: June 10, 2023 _____

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:

 _____
Carmen Vasquez, City Attorney

EXHIBIT A



City of Gardena, CA

Proposal for Brokerage & Consulting Services

April 28, 2023

Alliant Insurance Services, Inc.
18100 Von Karman Ave., 10th Floor, Irvine, CA 92612
License #0C36861 | www.alliant.com



April 26, 2023

Attn: Raymond Beeman

**Proposal to City of Gardena
for Brokerage and Consulting Services for City Property and Casualty Program**

Dear Mr. Beeman,

Alliant Insurance Services, Inc. (Alliant) would like to express our appreciation for the opportunity to provide a proposal to the City of Gardena (City) for Brokerage and Consulting Services. We believe that our response will highlight both the depth of our experience in the design and placement of property and casualty insurance programs as well as our desire to continue our partnership with the City.

Alliant is the leading public entity broker in the country. We work with over 10,000 public agencies across the country, including the City. We are proud of our history as a specialty broker and our reputation as an aggressive, innovative public agency resource as we work daily to meet our clients' needs. We continue to add expert resources and creative program alternatives, garnering recognition as a premier public entity brokerage firm.

We hope that our response shows that Alliant is prepared to meet the City's needs.

Our clients are our best measures of success. We would be happy to provide the City with a list of client references.

Best Regards,

Courtney Ramirez
Senior Vice President
949-660-8133 (Direct)
cramirez@alliant.com

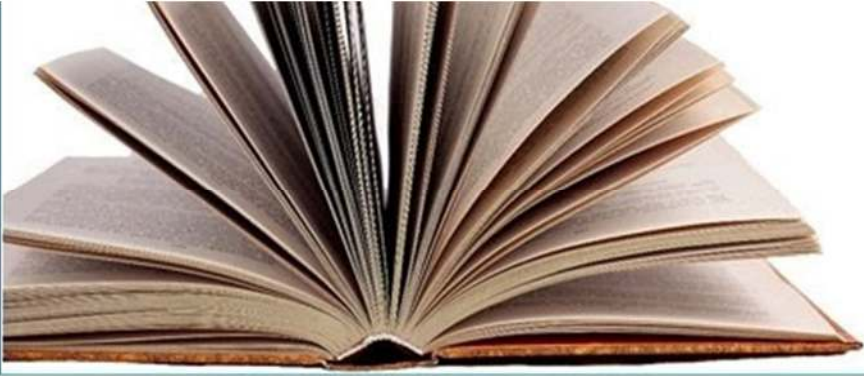


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PROPOSAL SUBMITTALS

Executive Summary

Alliant is a full-service insurance brokerage firm with the ability, resources and expertise to continue our partnership with the City to meet all of its risk management and brokerage objectives. Over the past 40+ years, we have grown to become the leading broker for public entities throughout California and across the United States due to a firm culture that emphasizes **customer service** and **public entity specific expertise**. Our success has come from taking a focused, consultative approach, which we will apply in our relationship with the City.

Our thorough understanding of municipality business, along with our experience in serving California Public Entities – combined with our focus on developing innovative programs which meet the special needs of public entities – ensures that the City will benefit from the most comprehensive service in the industry.

We understand how public entities are perceived within the insurance marketplace and how the operating environment of this sector shapes the risk transfer approach and requirements of these organizations. From group purchase programs and risk-sharing pools to risk retention and non-insurance approaches, we have long been at the forefront of program design for the public entity sector.

In our response, we will demonstrate numerous areas that we will bring significant value to the City. Alliant/City of Gardena partnership highlights include:



Dedicated Public Entity Practice – At Alliant we are proud of our long industry tenure and leading position in serving our Public Entity clients in California (and the U.S.). We continue to heavily invest in this sector and have a highly experienced team of more than 300 associates that are exclusively dedicated to the public entity community.



Exclusive Options Only Alliant Can Deliver – We have expertise and exclusive programs to address the City's insurance portfolio. We have the ability to provide our clients with options that are **exclusive** to Alliant and thus not available through any other broker – **our group purchase programs and the programs from the Public Risk Innovation, Solutions, and Management (PRISM)**. A primary example is our property program which the City is a participant of. The Alliant Property Insurance Program (APIP) is the world's largest single property placement that specializes in public entity exposures.

PROPOSAL SUBMITTALS



Hyper Focused Service – We will thoroughly understand the City’s operations, goals, risk profile and exposures. We will embrace the service commitment associated with the City and exceed your expectations in every engagement.



Industry Leading Analytics – Alliant’s analytic tools will provide the City with clear projected results that will give you the knowledge and insight you need to make informed decisions regarding all aspect of your program.



Collaborative Marketing Approach that Enhances Market Relationships – The City and Alliant will develop proactive, long term strategic planning and goals. We will embrace and foster strong relationships in the insurance market that will provide stable and supportive program options.



Global Market Access – Our unique structure allows us unencumbered access the global insurance market through the utilization of the very best resources and intellectual capital available in the industry. Our premium volume of municipal excess liability, property and excess workers’ compensation business is the result of having one of the largest public entity client bases. Our negotiating strength stems from this large volume and high-quality portfolio.



Unwavering Commitment to Superior Claims Advocacy – Through our seasoned team of claims professionals, we will drive successful outcomes and recoveries associated with catastrophic losses. This will also involve pre-loss planning and constant communication with all stakeholders during all phases of a catastrophic event.

We consider ourselves fortunate to have such a well-developed public entity practice, and as such, to be in a position to add considerable value to the delivery of services to the public sector.



PROPOSAL SUBMITTALS

Authorized Negotiator

The proposed team leader for this project is Courtney Ramirez and she is authorized to negotiate terms and render binding decisions on contract matters.

Courtney Ramirez, Senior Vice President
18100 Von Karman Ave., 10th Floor, Irvine, CA 92612
949-660-8133 (Direct)
cramirez@alliant.com

Courtney is currently the Lead broker for the City's property and casualty program, and has worked with the City in this capacity since 2018. Courtney is the broker for many municipalities in California and across the nation. She is intimately familiar with the complexity that the City account brings. Courtney will be supported by a large team of coverage area experts. Courtney's detailed resume can be found in **Appendix B**, along with those for the entire proposed team.

PROPOSAL SUBMITTALS

Proposer Experience

Alliant was established in 1925 in San Diego, California as the Robert F. Driver Company. Today, Alliant is a privately held corporation headquartered in Irvine, California. As a firm, we are the largest specialty broker in the country, with our entire focus on selected industry segments including public entity, education, construction, real estate, healthcare, tribal nations, hospitality, non-profits, and legal professionals. Business Insurance ranks Alliant as the fifth largest privately held broker.



\$3.3B
Revenue



\$30.7B
Premium Volume



51%
Employee Owned



9,700+
Employees



4th Largest
U.S. P&C Broker

Our entrepreneurial approach is what makes Alliant different from all other brokers. We focus exclusively on what we do best, which is broking and risk management consultation. Our business model eliminates geographic boundaries and regional profit centers. There are no financial restrictions in deploying the best expertise for clients. We will collaboratively identify which resources will help drive the best possible results for the City. Our goals, as a firm, are reflected in our results which are based upon:

- › A client-first service model
- › No manufactured corporate/overhead expenses
- › No geographic conflicts
- › Industry innovation through proprietary technology products
- › Flat management structure
- › Competitive advantage with specialty market expertise
- › Attraction and retention of high-quality, experienced talent

These guiding principles have allowed our firm to recognize an industry leading 98% client retention rate.

At Alliant, we believe our clients deserve to work with individuals who specialize in their respective sectors. In addition, we believe the insurance markets respond better to brokers that are experts in their given fields. With this in mind, Alliant established its Public Entity Practice over 40 years ago with the goal of providing highly successful strategies, services, and products for the public sector. Over the past four decades, this dedication and focus has grown into a robust industry leading practice that is globally recognized in supporting large complex programs for clients with significant catastrophe prone exposures. In fact, Alliant is proud to state that we place the world's largest property program that consist of total insured values in excess of \$500b with significant catastrophic exposure from the perils of wind, flood, earthquake, hail, wildfire and terrorism.

PROPOSAL SUBMITTALS



\$900B+
Insured Values



225+
Dedicated Professionals



40+
Years in the Business



National
Leader



Customized
Specialty Programs

The Alliant Public Entity practice consists of more than 300 colleagues across the country who exclusively spend their time engaged with Public Entities. This highly skilled team represents over 10,000 clients and places in excess of \$20B of premium into the market. This large network of highly talented specialists allows us to deliver the absolute best possible resources to our clients for their unique needs.

The Alliant Public Entity team based in Irvine, CA, will serve as your local service team. Given the team's experience with Cities of similar size and exposures as the City and their knowledge of California Public Entity Risks, we believe we are uniquely qualified to serve your brokerage needs. This team will provide the best resources and experts in marketing, analytics, reinsurance, alternative risk financing, program design, disaster preparedness and recovery, risk control and claims management. Core members of your proposed service team have worked together for over 17 years and have had the privilege of working with numerous public entity clients with programs of similar

size and complexity to that of the City. This team has the distinct honor of having several members recognized by Risk and Insurance magazine as one of the world's top Power Brokers.

Historically known as the preferred public entity broker in the State of California, there is no other brokerage firm with the extent of experience and clientele in California as Alliant. We have expanded our reach and have been selected to provide broker services for entities located from Alaska to Florida to Maine (48 states in all) where we now provide our resources and expertise. These clients include:

- › Over 80% of the cities in California, including Anaheim, Burbank, Carson, Compton, Corona, **Gardena**, Long Beach, Los Angeles, Manhattan Beach, Oakland, Ontario, Pasadena, Redondo Beach, Sacramento, San Diego, San Francisco, San Jose, Santa Clara, Santa Monica, and many others.
- › CSAC EIA/PRISM (the largest public entity pool in the nation, which includes participation by all but two counties in California), numerous municipalities, school districts, joint powers agencies, and pools.
- › Over 1,000 special districts, authorities, agencies, and airports including Los Angeles World (LAX), San Francisco International (SFO), Ontario International (ONT), Santa Ana/John Wayne Airport (SNA) and Sacramento International (SMF).
- › 14 State governments including: State of California, State of Nevada, and State of Washington.
- › Over 60 joint powers authorities or pools across the country including: ACCEL (Authority for California Cities Excess Liability), BICEP (Big Independent Cities Excess Pool – in "run off"), CARMA (California Affiliated Risk Management Authority), CJPIA (California Joint Powers Insurance Authority), CalTIP (California Transit Indemnity Pool), PERMA (Public Entity Risk Management Authority), Arizona School Risk Retention Trust, Virginia Municipal League (VML), WSTIP (Washington State Transit Insurance Pool), LARM (League Association of Risk Management) and LGIT (Local Government Insurance Trust), to name a few.

PROPOSAL SUBMITTALS

Many brokers and insurers have shown varying levels of commitment to the public entity sector. We believe the development of successful public entity programs demonstrates Alliant's long-term commitment and unmatched level of experience specific to the City's needs. Our interest in maintaining these programs and developing additional solutions shows a long-term vision and focus that our competitors lack. We recognize how the operating environment of the public sector shapes the risk transfer attitudes and needs of your organization.

Service Standards

We take the servicing of our accounts very seriously. As such, we have established various resources that ensure the quality of service we provide to our clients. We are committed to providing the City with quality customer service and have outlined some of our service standards below.

CUSTOMER SERVICE PRODUCT	CUSTOMER SERVICE DELIVERY BENCHMARK
Phone calls returned	Phone calls received in the morning returned in the morning. Calls received in the afternoon returned in the afternoon
E-mails returned	Review regularly (morning and afternoon) and respond within 24 hours to acknowledge receipt
Summons and complaint	Upon receipt or prior to end of business day
Claim first report to carrier	Immediate or no later than prior to end of business, even if complete data is not available
Claim follow up with carrier and client	Within 24 hours of first report of loss
Open activities/suspense	Daily
Pre-renewal letters to client	100 days prior to expiration
Renewal business applications to market	90 days prior to expiration
Binders	Same day coverage is bound. If wholesale broker issued, advise client written confirmation of coverage is on its way
Agency bill binder billing	10 business days' notification prior to binding
Certificates	Within 24 hours of receipt into the City
Renewal Certificates, Binders, Invoices, & Auto ID Cards delivered	No later than 2 business days after all binding documents are received by Alliant from insurers, but in no event later than 2 business days prior to policy inception
Policy reviewed for accuracy	Within 10 days from receipt



PROPOSAL SUBMITTALS

CUSTOMER SERVICE PRODUCT	CUSTOMER SERVICE DELIVERY BENCHMARK
Policy delivered to client	Within 10 days from receipt
Summary of Insurance	Annually
Endorsements delivered to client	Within 24 hours of receipt into the City
Agency bill additional and return premium endorsements	Within 5 days of receipt into the City
Claims review with client	45 days prior to expiration
Audit review and processing	Within 48 hours of receipt
Premium apportionment/allocations for payment of taxes	Within 5 days of binding, where applicable



PROPOSAL SUBMITTALS

Proposed Staff

Service Team

Alliant is experiencing strategic company growth while maintaining a 98% client retention. We are a company that is known for attracting and retaining top talent from the industry, competing companies and insurance companies while maintaining our specialized expertise. Our resources and financial strength allow us to grow where it makes sense while working to add value to our clients. Alliant can assure the City that we will keep the necessary resources in place and continue to add new resources in order to provide the best advisors and risk solutions to meet its specific needs.

We have formed a team of specialists that will be able to meet and exceed the City's service expectations, without exception. In fact, all of the brokers selected to be part of the City's proposed team were intentionally chosen because of their specific skill sets that we believe best complements the City's insurance program. The proposed team leader, Courtney Ramirez, has had the pleasure of working with the City for approximately five years and believes Alliant is the best-positioned team to assist the City with its Property and Casualty Insurance needs.

The proposed team includes senior brokers with significant years of experience who have worked together on numerous joint projects with great success. Additionally, Alliant is a company with employee ownership holdings that amount to approximately 53% of the firm. What that means to the City is that the team working the account will have a lot of "skin in the game" and their desire to provide exceptional service will be in the forefront of all daily functions.

We believe **THE** defining differentiator of Alliant is our people. The individuals we propose to represent and serve on the City's account are deeply committed, very talented, highly creative and professionally respected members of the insurance community.

Following is a description of specific responsibilities for each team member individual resumes outlining the experience of each team member is included in Appendix B.

Primary Team

Courtney Ramirez, Senior Vice President | Team Leader | Irvine, CA

Courtney will serve as the Team Lead. Courtney's responsibilities will be to oversee the City's insurance program and make certain that all programs are renewed annually without any lapses in coverage, with financially responsible insurers with the broadest coverage terms at the most competitive pricing in the current marketplace. She will work with Sandra to oversee program timelines and development and have primary responsibility for client communications, including information on market developments. She will also oversee required claims review, loss control activities and will attend meetings as requested.

Courtney currently works in a similar role, providing brokerage services for complex property placements for many clients across the country including the California cities of Baldwin Park, Carson,



PROPOSAL SUBMITTALS

Cathedral City, Corona, Costa Mesa, Fountain Valley, Glendale, Huntington Beach, Los Alamitos, Manhattan Beach, Monterey Park, Newport Beach, Oxnard, Pasadena, Sacramento, San Bernardino, San Buenaventura, Santa Clara, Santa Clarita Thousand Oaks and Westminster. Courtney has worked in the insurance industry for 21 years, specializing in Public Entities exclusively for 17 years with Alliant. Courtney was named Power Broker by Risk & Insurance Magazine for the Public Entity Sector in February 2020 and named a Rising Star in May 2020.

Sandra Omari | Account Manager | Irvine, CA

Sandra will assist the team as the day-to-day administrator and coordinator for City's insurance portfolio. She will assist in the delivery of both property and liability services related to the City's insurance program and will work very closely with the account team in developing the casualty marketing strategy and overall project management for the City. Sandra has the responsibility of managing the data for all underwriting submissions. She will also review policies, provide certificates and other documentation such as binders, invoices, claims reporting packets, and other desktop reference documents and assist in the coordination of claims issues, meetings, and loss control services. Sandra's job will be to 'hold down the fort' in the office and stay on top of ongoing administration tasks.

Together, Courtney and Sandra will serve as the City's primary Alliant contacts.

Shawn Kraatz, First Vice President | PRISM Liaison | Irvine, CA

Shawn will provide oversight and act as a resource for the City's PRISM program membership. As one of the PRISM brokerage team's most senior members, Shawn will provide valuable insight into PRISM programs, underwriting, and available services. He has served in this capacity, working with the City of Gardena, since 2018. Shawn has over 25 years of public entity insurance industry experience. His current list of clients is a diverse mixture of public entities including PRISM, Cities of Beaumont, Hayward, Napa, San Diego, Santa Monica and Stockton; and the Counties of Humboldt, Mendocino San Diego and Sonoma.

It is important to note that while these individuals will be the primary representatives working on the City's account – the City will have access and support from all of Alliant's resources without limitations. We do believe in team efforts and collaboration, more importantly we do not have ivory tower executives in geographic profit centers. Where this is relevant to the City is in the quality of the service it will receive without any internal challenges.

Additional Resources

Daniel Howell, Senior Executive VP, Managing Director | Senior Advisor | San Francisco, CA

Daniel will have the responsibility of Senior Advisor to the City's team. We are a firm believer in the peer review process, to ensure the best possible terms for our clients. Even on well-placed accounts, taking a "fresh look" at a placement will always result in a better outcome for our clients, either by improving terms, or validating the existing structure for board overview purposes. As Managing Director for the Public Entity Division, Daniel brings a wealth of knowledge and experience to the City.



PROPOSAL SUBMITTALS

Tim Leech, First Vice President | Risk Control Consultant | Irvine, CA

Tim is responsible for ensuring excellence in all aspects of service delivery to clients of Alliant Risk Control Services. Tim is available to assist in developing a tailored risk control program with the direction of the City. Tim and Alliant's risk control team will supplement those services not provided by the City itself or through its insurance carrier partner, including but not limited to property appraisals, foreseeable and maximum probable loss studies, jurisdictional boiler inspections, and other suggested services. It is important to note that the majority of the work performed by Tim and his team is for public entity clients, and the unique exposures (correctional facilities, hospitals, office buildings, athletic venues, transportation systems, etc.) that accompany them.

Dan Madej, Senior Vice President | Analytics Consultant | Chicago, IL

Dan serves as the Alliant Public Entity Group's Analytics Practice leader and he is the foremost expert in providing tools and services to complement Alliant's leading position in the public entity space, providing risk financing and risk transfer solutions to public entities. Joining Alliant in 2019, Dan brings over two decades of experience in providing analytical and brokerage services to public entities. Dan's extensive expertise and his dedication solely to the public sector provides immense value for our public entity clients.

Robert Frey, Senior Vice President | Claims Manager | San Francisco, CA

Robert is in charge of Alliant's Claims Advocacy Team, headquartered in Alliant's San Francisco office. Robert will be the City's primary contact for reporting claims and working with carriers on all claims. His most valuable role will be to act as the City's claim consultant and advocate on difficult and severe claims. Bob's role will be to complement and supplement your efforts in obtaining quick and equitable claims resolutions while acting as a claims resource. His responsibilities include ensuring, through the assistance of his dedicated claims staff, the initial reporting of claims to both primary and excess carriers, tracking the status of large open claims, and coordinating carrier claims meetings.

Rachel Wrightson, J.D., Senior VP | Claims Executive/Liability Specialist | San Francisco, CA

Rachel joined the Alliant team in 2017 as Vice President and Regional Claims Director. A lawyer and veteran claims expert, Rachel works with Alliant's diverse client base to oversee the management of a broad range of claims from inception to resolution. Rachel has eleven years of experience practicing law at major New York-based law firms, with a primary focus on corporate policyholder representation in insurance coverage litigation and dispute resolution. Immediately prior to joining Alliant, Rachel was Assistant Director, Claims, at New York University, one of the nation's largest private universities.

Elaine Tizon, Assistant Vice President | Claims Advocacy/Cyber | San Francisco, CA

Elaine will provide the day-to-day claims administrative support to the City. This includes making first notice of loss to carriers at the direction of the City, maintaining claim status updates, and coordinating the services of all claim personnel involved in the City claim matters. Elaine has over thirteen years of experience in this role at Alliant.

PROPOSAL SUBMITTALS

Claims Advocacy

We fully understand that the true value of any insurance contract can only be determined by its response to loss. Alliant has a full Brokerage Claims Unit led by Robert Frey that vigorously advocates on behalf of our clients in the resolution of claims with carriers and other third parties. This work is done on all lines of coverage for all of our public entity clients.

Key individuals from your key brokerage team will be directly involved in the loss adjusting process. Services we will provide to the City will include:

- › Serve as your claims advocate with insurance carriers, alternative financing markets, and applicable federal and state agencies.
- › Monitor claims activity on a pre-agreed schedule.
- › **Provide claims reports on a quarterly basis** and in a format desired by the City.
- › Provide periodic file reviews, claim audits, and surveys on a schedule desired by the City.
- › Attend on-site claims meetings as requested by the City.
- › Obtain periodic carrier loss runs, including electronic data feeds (if available), as requested by the City.
- › Confirm deductible billings for accuracy.
- › Facilitate the deployment of vendors to handle a catastrophic event.
- › Conduct pre-loss planning sessions and arrange discussions with vendors to ensure a prompt response to catastrophic events.
- › Review claims notifications and abstracts to assure appropriate reporting to insurers.
- › Assist in the procurement of Proof of Loss documentation, as necessary.
- › Track the status of large or difficult open claims.
- › Coordinate insurer claims meetings.
- › Facilitate a dialogue between you and your assigned adjusters.
- › Respond to coverage questions.
- › Review open claim reserves for appropriateness and accuracy.
- › Work with your insurers to correct loss reserves that are inappropriate for the specific loss.
- › Assist the City with coverage disputes during the claim process.

In addition, in order to assist in obtaining payments for insured claims, we have put several practices in place to streamline the process. These include monthly phone calls and quarterly meetings between our claims manager and the carrier's claims staff. Each of our brokers receives a periodic claims report for their clients so that, if necessary, they can assist in ensuring resolution. While most claims settle in a normal fashion, there will always be the few exceptions and these meetings/actions work towards the positive resolution of those few claims.

Our claims staff is not involved in advocacy for other industries, they are employed solely to work on Alliant's public entity book of business and serve as an advocate for our clients. Therefore, they are



PROPOSAL SUBMITTALS

very familiar with public entity risk, policy forms and claims adjusting teams on the carrier side. When a claim occurs, they are immediately involved and will be kept informed of the particular issue and the progress of the claim, and are able to provide valuable communication and assistance to our clients throughout the process.

In assisting the City with coverage disputes and proving of difficult claims, we recognize that each claim is different and has its own fact pattern. This information is reviewed to determine the best path in dealing with coverage disputes. The facts are examined as they relate to the policy wording and the policy wording is reviewed word by word; often times it is only one word that can turn a coverage dispute in favor of the insured. Alliant will locate and utilize outside consultants where it is helpful in proving issues such as causation, valuation of damage, historical value, etc. We often assist our clients in gathering facts, information, knowledge that is used in the discussion and negotiation of disputed claims. In addition, our Public Entity Claims Practice Group has the ability to call upon both the Chairman and President of Alliant when intervention with Executive Management of the Underwriters is necessary. While this step is not one often utilized, our Executive Management Team stands ready to assist as needed for both our clients and staff.

On large programs we normally have one adjustment firm written into the various layers of insurance contracts so there is consistency on the day to day handling of losses along with strong relationships that can prove helpful in dealing with difficult claim situations. Trust and honesty is paramount in any claim but magnified in large and or complex loss situations. We in the Public Entity Claims Practice strive to foster relationships with firms and individuals that are based on trust and honesty as we believe it is those relationships that can be critically important in the resolution of difficult claims for our clients.

Claims Success

In the last few years, our claims team has successfully handled several large property losses with claim values ranging between \$10 million and \$41 million. We have handled several crime losses with claim values up to \$17 million. Further, we have worked with and assisted clients in the handling and resolution of various liability claims with settlement values up to \$50 million.

Nothing speaks more to claims advocacy than specific case studies. The following are recent claims that have been negotiated and settled by the Alliant Claims Department on behalf of the client during the adjustment process:

Claims Advocacy Case Study – A City client suffered significant storm damage to one of their piers during a storm in 2017. Upon submitting the property claim it was discovered that the pier was not listed on the City's property schedule. Bob Frey was able to get the property insurance carrier to provide coverage using the miscellaneous unscheduled sublimit available through the policy form of \$25M with a deductible of \$100,000, which was lower than the Zone A & V Flood deductible. This claim was in excess of \$500,000 dollars.

PROPOSAL SUBMITTALS

Claims Advocacy Case Study – A state prison facility sustained major damage as a result of a prisoner riot. Approximately eight buildings sustained damage. There was a coverage dispute regarding the property that was to be insured under the policy. Alliant argued that the policy was constructed by the carrier and as such was responsible for the loss. Alliant assisted the State with successful negotiation and resolution of this multi-million dollar loss.

FEMA Claims Advocacy – Alliant also has the unique and necessary experience working with FEMA. In fact, our proposed Claims/FEMA advocate Bob Frey was instrumental in facilitating the process with FEMA following Hurricane Sandy. His experience will continue to provide tremendous value for the City should the service be required. Sample FEMA Experience

- › Three Large Medical Center Hospitals – Tropical Storm Allison
- › Large Regional Hospital – Hurricane Dolly
- › Large Multistate Hospital – Hurricane Katrina
- › Large Port
- › Various cities and counties in California-Wildfires of October 2003 and October 2007
- › Various governmental pools/cities-Hurricane Sandy
- › Government Agency-Montana Flooding-July 2013
- › City & State PUC – Rim Fire
- › City – Rim Fire

FEMA Case Study – Alliant represented some of the major healthcare institutions in the City of Houston when Tropical Storm Allison flooded the Houston area. Many of the institutions in the Medical Center area found it difficult to procure the required insurance in the wake of this catastrophic event. In order to obtain funding from FEMA it was necessary for these institutions to maintain insurance. However, for each institution, policy limits were exhausted and the current underwriter was unwilling to reinstate the limits of insurance.

Alliant successfully obtained replacement capacity to reinstate limits for all of our clients. This critical accomplishment allowed our clients to meet this FEMA insurance condition for obtaining their grants from FEMA. Our efforts helped our clients recover over \$200,000,000 of insurance proceeds and over \$150,000,000 of FEMA grants.



PROPOSAL SUBMITTALS

Risk Control/Risk Management Services

We strongly believe all risk management and professional services provided to our clients should be focused on their needs and not focused primarily on the needs of the insurance company. There can be tremendous benefit from loss control services that take into consideration a client's exposures, needs, and culture. We believe a collaborative risk management approach that includes the client, broker, underwriter, and loss control representative is the best solution to addressing the City's needs. Our loss control services will be focused on identifying and reducing exposures and will be part of an overall risk management program strategy.

Alliant will work with the City to develop a tailored Risk Control plan for ongoing services. As part of our service plan for the City, we will facilitate an initial consultation with an Alliant risk control professional to review the City's current risk control strategy. The criteria we will evaluate and assess includes current insurance programs, loss history and trends, management goals and objectives, past surveys, survey recaps, and hours allocated to each line of risk. As a result of this consultation, we can determine where Alliant's risk control personnel can supplement and complement the City's current risk control culture.

Below we have provided examples of the various loss control services we will be able to provide to the City:

Infrared Surveys – To prevent unscheduled maintenance, decrease operational interruptions, and improve energy usage of electrical equipment and facilities, we offer infrared testing which detects electrical problems such as faulty fuses, loose wires, and overloaded circuits. Additionally, for those exposures not identifiable through Infrared Surveys, ultrasonic testing is also used.

Business Continuity Planning – As part of our consulting services we will identify the need for business continuity planning. If business continuity planning is needed for your organization, Alliant will work with City stakeholders to select a subject matter expert or organization that will provide a dedicated service. Cost and/or fees for this service would be negotiated at that time.

Risk Control Surveys – Risk Control surveys are utilized to identify and quantify client property exposures by providing C.O.P.E. (construction, occupancy, protection, and exposure) and natural catastrophe data, life safety and risk quality ratings, recommendations, and facility photographs.

Insurance Requirements in Contracts Review & Training – A regular aspect of the service Alliant provides to its clients is the review of contracts and agreements to help determine appropriate insurance coverage, limits and language to be utilized in order to properly manage risk. Much of our time is spent with clients working through contract language issues. For a few of our clients, we review all contracts to determine that correct language is used and that every contractor is in compliance. For most, we provide detailed training and then only handle exceptional requests.

PROPOSAL SUBMITTALS

To assist in the process we maintain our Insurance Requirements in Contracts (IRIC) Manual, which is available electronically for all our clients and details recommended insurance requirements for vendors working with our clients. The manual provides guidance to your staff for securing contracts with a variety of contractors and vendors. This manual is offered at no additional cost and Alliant is prepared to offer full or half-day training presentations. Our IRIC training has been found extremely popular and valuable to our clients.

Fire Prevention and Property Conservation Consultation – Our loss control professionals have advanced skills in property conservation and hands-on experience with fire protection systems. Consulting services include:

- › Storage Advising
- › Sprinkler System Analysis
- › Pre-Construction Advising
- › Security Consultation

Property & Casualty Benchmarking – Alliant has the knowledge and resources to prepare benchmarking studies for the City, and frequently provides these studies for our other public entity clients. These benchmarks combine information from our client database and insurance carriers as well as industry information. Additionally, Alliant maintains access to national benchmarking databases. We often find that clients who are of similar size and sophistication to the City pursue benchmarking on their own. In these cases, our team is happy to augment the City's studies with additional data and function as a supplement to those studies.

We have listed below various Risk Control services which will be made available to the City through either PRISM and/or Alliant's Risk Control group.

PRISM Risk Control Services

SERVICE	DETAILS	PRICING
Actuarial Subsidy	\$2,000 (included for each and every major program)	Included
Risk Management Subsidy	\$1,000 included for each and every major program. Subsidy can be used for a variety of things at the approval of PRISM. Examples include: purchase safety equipment, ergonomic equipment, expenses related to attending seminars, conferences or regional training, expenses related to contracting for inspections or training, site inspections.	Included
Enterprise Risk Consultants	Your resource for contracting experienced risk management personnel. This pool of highly-experienced individuals with backgrounds in Risk Management, Finance, Human Resources, Risk Control, and other skill	Available at consultant's negotiated rates based on



PROPOSAL SUBMITTALS

SERVICE	DETAILS	PRICING
	sets, is ready to take on special projects, supplement during staff transitions, and other scenarios your agency may have. Each has been reviewed by the Member Services Committee and has passed a background check, making your job easier. Browse through our Enterprise Risk Consultants (ERC) e-guide and find that consultant that's right for your situation.	the scope of work and the ERC Guide hourly rates
Risk Management Practitioner Certificate Program	<p>A Risk Management Practitioner (RMP) Certificate Program has been developed in partnership with CPS HR Consulting and the CJPIA, to provide the building blocks to establish, develop, and embed risk management as a business process in public sector organizations.</p> <p>This five, one-day in-person training series is specifically designed for risk management assistants, workers' compensation specialists, human resource analysts/assistants, and frontline supervisors who are responsible for practical, cost-effective risk management.</p>	At PRISM negotiated rates
Risk Management Mentor Program	<p>This dynamic Program will give you the opportunity to find a Mentor/ Mentee and share knowledge, coaching, and insights in the area of risk management.</p> <p>There is a wealth of information harnessed by experienced risk managers, and there are many people who are new to the industry. Many people may not even know what questions to ask! The RMMP is here to bridge that gap!</p>	Included
Crisis Incident Management Communications	<p>PRISM has contracted with Mainstream Unlimited to provide crisis incident management services.</p> <p>Mainstream Unlimited services include both pre- and post-crisis incident services and communications management. Pre-crisis services include regional training programs, emergency plans (review and development), vulnerability assessments, and webinars on topics such as critical incident management, communications, and media management. Any member-specific, pre-crisis training, and communications management may be contracted and paid for by the member at the discounted rates offered to PRISM members. Members may access their available subsidy balances to assist in covering those costs.</p>	Post incident services are included up to \$50,000 by Program when criteria are met. Pre-incident services are available at negotiated rates

PROPOSAL SUBMITTALS

SERVICE	DETAILS	PRICING
	Post-crisis incident services include situation assessment, media consulting, public announcements, and deployment of outside resources to member site. These services will be provided to members upon approval by PRISM, and paid for by PRISM up to \$50,000 per incident. Any costs above that would be paid for by the member.	
Certificates of Insurance Management	PRISM has contracted with Ebix, an online certificate of insurance tracking and management company, to perform all the work necessary to obtain and record proper evidence of insurance coverage from each organization with whom the members contract.	Available at pre-negotiated member only rates
Crisis Incident Counseling Services	Through our partnership with MHN, PRISM Excess Workers' Compensation members have access to Crisis Incident Counseling (CIC) Services for employees following an unexpected work-related death of a co-worker. CIC is a coordinated system of services, including critical incident stress debriefing, for responding to a critical incident that impacts the workplace. Consultants work with your organization through all phases of critical incident planning, response, and resolution.	Included
Legal Advise Services	PRISM's General Counsel, Steve Underwood, Esq. is available to members for assistance and/or consultation on various legal matters. Topics include the following areas*: <ul style="list-style-type: none"> › Brown Act › Public Records Act › Contracts and other documents legal review › Statutory interpretation › Litigated matters › Telephonic appearance at closed sessions of the legislative body › Other general governmental issues 	Included
Labor Law/EPL Services	Legal consultation provided by the Eyres Law Group on a variety of topics including; the interactive process, performance management, and reasonable accommodations.	Included
Legislative and Regulatory Work	PRISM's Legislative Committee was developed with the objective of actively participating in the legislative and regulatory process.	Included

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SERVICE	DETAILS	PRICING
Training	Webinars, on-site and regional in-person training programs on a vast variety of risk control topics. On demand trainings through PRISMtv and video streaming service are all part of the training offerings.	Included
Toolbox	A compendium of risk control best practices, sample policies, and presentations on over 100 areas of risk management, as well as Information Sheets produced by the PRISM Risk Control team.	Included
Vector Solutions	An online learning management system by Vector Solutions allows members access to an extensive catalog of web based training sessions for risk management as well as everyday business needs such as Microsoft Suite products.	Basic level Included can be expanded at agreed upon rates
PRISMtv	Our PRISMtv solution offers live training sessions, as well as 24/7 access to on-demand webcasts. Choose from a myriad of risk management topics for workers' compensation, liability, property and health programs via a customized platform accessible only by PRISM members and their employees.	Included
iTrainStation	iTrainStation is an online streaming library of safety and training videos available for 1-day streaming access.	Included
Catastrophic Claims Management	Paradigm Outcomes connects catastrophically injured workers to medical experts, high quality providers and clinical support infrastructure to achieve better medical outcomes and lower claims cost.	Price to be negotiated per claim
CARES Program	This program walks your injured employee through the surgical process and ensures pre and post-surgery needs are fulfilled.	Available at pre-negotiated member only rates
Claims Audit	Contracted independent claims auditors review your book of claims helping to increase TPA performance in accordance with PRISM best practices and contracted administrative standards.	Included
Claim System	Members can benefit from PRISM's partnership with Insurity for their claims processing needs by leveraging pre-negotiated rates at a potentially substantial discount.	Available at pre-negotiated member only rates

PROPOSAL SUBMITTALS

SERVICE	DETAILS	PRICING
PRISM Claim Resources	Because the PRISM claims staff monitors claims of all nature and variety throughout California and frequently interact with our reinsurers' claims professionals, we serve as an excellent resource for members and their claims administrators. PRISM claims staff are available to identify specialists (attorneys and otherwise) and complete research on laws, statutes and precedents that might affect the value and resolution of your claim.	Included
Investigative Services	PRISM has partnered with PROBE Information Services to provide employer defense investigations, regulatory compliance, and fraud abatement throughout California. Specializing in all aspects of insurance defense investigations, PROBE leverages experience in multi-line coverages and provides investigative evidence to assist claims.	Available at pre-negotiated member only rates
ISO ClaimSearch	PRISM funds an annual contract with the ISO to cover all index reporting and inquiries for our members. Indexing is beneficial in identifying prior or subsequent injuries that may be exacerbating the problems demonstrated in the subject accident. This removes the need for members and their claims administrators to pay for each submission.	Included
LienResolution and WCAB Walk Thru Services	RPM Lien Resolution is a lien negotiation service that will close out old liens that are keeping your claims open. RPM will also walk your settlement papers through the WCAB at rates significantly less than those charged by attorneys.	Available at pre-negotiated member only rates
Managed Care Consulting	Members of the PWC and EWC programs have access to preferential rates from Donn & Company to provide oversight of your managed care program. Donn & Company (DonnCo) is a restructuring firm that optimizes the financial, and operational, performance of Worker's Compensation managed care programs (medical bill review, PPO, PBM, utilization review and case management) to ensure maximum savings at minimum cost. DonnCo doesn't provide managed care services; rather works with clients' existing vendors—identifying areas for improvement in their process and resources,	Available at pre-negotiated member only rates

PROPOSAL SUBMITTALS

SERVICE	DETAILS	PRICING
	fixing those weaknesses, and auditing ongoing performance to make sure the vendors stick to the high performance commitments they negotiate. The goal is to optimize programs in two ways: through restructuring existing programs; and, if needed or required, through a competitive bid or RFP process. For small and medium sized payers, the financial impact can be hundreds of thousands of dollars a year in reduced medical and managed care fees.	
Medical Provider Network	Our proprietary MPN was established in accordance with the SB 899 reforms that occurred in April 2004, and can provide employer control over the injured worker's medical care through the life of the claim.	Available at pre-negotiated member only rates
Medical Transportation & Language Services	ProCare is a leading privately held medical transportation & language services company, offering: fully credentialed drivers and interpreters, proprietary referral management software, with a triple confirmation guarantee.	Available at pre-negotiated member only rates
Medicate Reporting Services	Due to the significant reporting requirements that exist and penalties that can be assessed for failing to comply with the Medicare Secondary Payer Act (MSP), PRISM has coordinated with ExamWorks to provide CMS (Center for Medicare/Medicaid Services) query and reporting services.	Available at pre-negotiated member only rates
Prescription Addiction Management	Drug review program designed to reduce injured workers' addiction to narcotics. PRIUM Medical Cost Management Services is a drug review program that reduces the potential for injured workers to become addicted to narcotics and decreases the use of unnecessary or inappropriate drugs.	Available at pre-negotiated member only rates
Rehabilitation Care	NeuroRestorative (formerly Care Meridian) is a leading provider of sub-acute and post-acute rehabilitation services for people of all ages with medically complex injuries and illnesses.	Available at pre-negotiated member only rates
Return to Work Program	Pre-identified temporary work assignments from the OUR System help employers return employees to work, increasing employee satisfaction and decreasing the cost of the claim.	Available at pre-negotiated member only rates

PROPOSAL SUBMITTALS

SERVICE	DETAILS	PRICING
Subrogation Recovery Services	Specialized subrogation claims adjusters' help you recover claims expense incurred by a third party.	Available at pre-negotiated member only rates
Structured Settlements	Brokers specializing in resolving complicated workers' compensation claims via annuities.	Available at pre-negotiated member only rates

Alliant Risk Control Services

SERVICE	FREQUENCY/COMMENTS	COST
Claims Audit	Recommend every other year; pricing based on project specifications and subject to hourly rate	Based on Hourly Rates
Insurance Requirements In Contracts Training	One In-Person and One virtual training session	Included
Extraordinary Claims Consulting	As requested, based on project specifications and subject to hourly rate	Based on Hourly Rates
Loss Control Site Visits	As requested; pricing based on project specifications and subject to hourly rate	Based on Hourly Rates
Infrared Surveys	Daily Rate	Based on Hourly Rates
Enterprise Risk Management/ Business Continuity Plan	Associates and Senior Associates Associate Director and Director Senior Director, MD, SMD	Based on Hourly Rates
Fire Plan Review	As needed	Included
Hot Work Permit Program	Upon Request	Included
Fire Impairment Notification and Tags	Upon Request	Included
Safety Video On-Line Streaming	Upon Request	Included
Preliminary Risk Management Assessment	Upon Request	Included
Alliant Risk Management Center	Upon Request	Included

PROPOSAL SUBMITTALS

SERVICE	FREQUENCY/COMMENTS	COST
Pre-Construction Fire Planning	As needed; priced on a per project basis subject to hourly rates	Based on Hourly Rates
Continuity Planning	Upon request; priced on a per project basis subject to hourly rates	Based on Hourly Rates
On Site Custom Training	Upon request; priced on a per project basis subject to hourly rates	Based on Hourly Rates
Industrial Hygiene Services	Upon Request; priced on a per project basis subject to hourly rates	Based on Hourly Rates
Live Webinar Training	10 Webinars Annually. Archived webinars for unlimited playback. July 2020-June 2021 Sessions Include: <ul style="list-style-type: none"> › Pandemic – Caught off Guard › Fundamentals of Emergency Management › Counteracting Violence in the Workplace › Property Vulnerabilities › Hazardous Materials Storage › Fire and Life Safety Assessments and Audits › Kitchen Hazards and Fire Suppression Systems › Introduction to Safety Management › Observational Safety and It's Value › Effective Communication 	Included
Safety Fact Sheet and Template Database	Access to hundreds of documents, power points and templates on a variety of property and safety topics.	Included
Risk Control Newsletter	Quarterly News Letter: Topics range from accident forensics, benefits of infrared surveys, roof inspections, crime prevention, OSHA, claims and many others.	Included
COVID-19 Exposure Screening	Monthly Subscription	Based on Hourly Rates
CAT Modeling	As described	Included
Analytics for SIR and Limits	As described	Included
AlliantConnect	Client Service Portal	Included

PROPOSAL SUBMITTALS

SERVICE	FREQUENCY/COMMENTS	COST
CertTrax	Vendor certificate tracking	Monthly Fee
CSR241	Certificate management system for requesting and creating certificates	Based on Hourly Rates
Imperium Consulting	Catastrophe Claims/Forensic Accounting	Based on rates and typically paid by insurance policy
Northstar Recovery	Pre-loss assistance	Based on fees and passed through Alliant contract

Catastrophic Risk Modeling – Due to the unique composition of each client as well as their catastrophic exposures, Alliant’s in-house modeling team will perform any catastrophe modeling needed, leveraging this information when marketing the City’s program. Our team uses RMS and AIR CAT modeling extensively in the marketing of our placements and to help determine the appropriate limits and retentions. We believe it is critical that both our clients and our brokers have a firm grasp of the modeling results in order to design the optimal structure of your insurance program. We utilize the models to help design the best placement structure, recommend appropriate earthquake, windstorm, wildfire, hailstorm and flood limits, and understand the key metrics that drive the pricing from an underwriting perspective.

The reports also assist to counteract carrier loss projections which may be based on generic data and not on the unique City’s risk profile. This allows us to present a strong technical argument against the carrier’s internal actuarial analysis or catastrophe modeling in order to produce optimal renewal results.

Alliant Catastrophe Analytics utilizes Risk Management Solutions (RMS) software for all in-house Natural Catastrophe modeling. For around three decades now, RMS has been an industry leader and a top innovator in the world of Catastrophe Risk Modeling. The CAT modeling team at Alliant Insurance Services are experts in utilizing RMS’s technology to help our clients understand and mitigate catastrophe risk.

All City modeling would be done in the Alliant New York office, with the Property Brokerage team very much a part of the modeling process. This embedded approach to Nat Cat modelling opposed to a service center encourages:

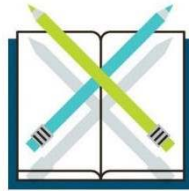
- › Complete team involvement in the modeling process.
- › Advanced level of insight, creates greater leverage in carrier negotiations.
- › Our in-house team has the ability to deconstruct data sets and identify in real time what is driving results.
- › Given our greater operational efficiency we will commit to a 24-hour turn around on requested modeling reports.
- › Help predict and protect from losses currently active in the Central region.

PROPOSAL SUBMITTALS

Through this process, we will provide important client deliverables, including:



Professionally developed modeling information to maximize modeling accuracy and reduce modeling error or uncertainty.



Demonstrated results in utilizing this methodology to provide underwriters with accurate documentation as respects primary and secondary construction characteristics, structural details, location specific analysis and analysis of special conditions that impact specific properties.



Demonstrated results utilizing this methodology to reduce premium costs.



Certified engineering expertise deployed through a select group of senior property brokers who developed our modeling process.

Business Interruption Values – Alliant will work with the City to determine the proper valuation for your business interruption exposures. We utilize both internal resources, such as our proprietary business interruption worksheets, along with our carrier partner services. Additionally, Alliant has a firm **Imperium** that specializes in forensic and disaster recovery, including FEMA claims, and they will be able to assist the City.

Imperium Consulting Group's core competencies are to measure scope, time and money. Imperium's experts specialize in multiple claims processes, such as navigating insurance coverage, construction contract language, Federal Emergency Management Agency (FEMA) protocols, and government contract regulations. Imperium has experts in each area and professionals who understand how more than one discipline can apply to the same claim. As a result, we help clients simplify and focus a recovery strategy while delivering industry best practices through a commonsense approach.

Imperium's Services Include:

- › Property damage/business interruption claim preparation, including:
 - Cost estimating related to the physical scope of loss and repairs.
 - Forensic scheduling to quantify and support delay and time-driven costs.
 - Forensic accounting to prepare business interruption and other financial measurements.
- › Insurance loss project management, including:
 - Loss-specific consulting to help facilitate the process of repairing and rebuilding.
 - Implementation and oversight of loss-specific project controls to enhance activity coordination and documentation.



PROPOSAL SUBMITTALS

- › Construction and capital project claims and advisory, including:
 - Contract disputes regarding project delays and claims pricing.
 - Claims involving subcontractor default insurance (SDI), builders risk, delay in start-up, and surety.
 - Government contract claims.
 - Project performance and contract audits and risk assessments.
- › FEMA claims consulting, including:
 - Guidance through the FEMA claims formula and process.
 - Analysis, tracking, separation and measurement of FEMA and insurance claim costs.
 - Cost eligibility advice.
 - Claims management through close-out.
 - Dispute resolution and litigation
 - Expert reports and testimony for mediation, arbitration and litigation.

Flood Analysis & Flood Emergency Response Planning – We understand the severe threat our clients may face from flooding and have incorporated various resources to assist with the both identification of flood potential as well as effective steps to mitigate this exposure including emergency response planning.

Your service team has access to multiple on-line flood tools used to identify flood zones and we work diligently to identify the flood exposure for all our client's properties. Once identified, various methods can be used to mitigate or transfer the flood exposure to others. The National Flood Insurance Program (NFIP) can be a very effective way to mitigate the flood exposure especially for property located in a Special Flood Hazard Area (SFHA). We have flood experts on our team who handle the placement of policies through the NFIP as well as with private flood carriers. We can also assist our clients to obtain Elevation Certificates and track properties for any flood map revisions.

Additionally, we have staff and resources (both internal and external) with experience and expertise in emergency response planning for many perils including flood. We know all risks cannot be eliminated or transferred and the time and effort to develop plans and strategies for handling emergencies is a critical component of an effective risk management program. We know our role in this is to assist our clients and help provide resources and recommendations so our clients can more effectively address these areas of concern.

Property risk control surveys – including recommendations to reduce the risk of a loss – Alliant can conduct Risk Control surveys for the City to identify and quantify client exposures by gathering C.O.P.E. (construction, occupancy, protection, and exposure) information, natural catastrophe data, life safety, risk quality ratings, and facility photographs. At the conclusion of our surveys.



PROPOSAL SUBMITTALS

Guidance on fire protection requirements for new occupancies – Our risk control professionals have advanced skills in property conservation and hands-on experience with fire protection systems. Consultation services include:

- › Storage: Assist clients in selecting the best storage and warehouse methods to help reduce environmental damage.
- › Sprinkler System Analysis: Evaluate design of existing and new sprinkler systems for adequacy in protection against fire.
- › Pre-Construction: Help clients choose new sites and review building plans to limit potential deficiencies.
- › Security: Develop security policies and procedures to protect life and property.

Emergency response procedures (Guidelines, Testing, Templates) – Alliant developed a disaster recovery and emergency response plan (ERP) for our clientele. The ERP identified the roles and responsibilities of key operational areas of the organization and supporting functions for the response and communications of emergency activities. In addition, Alliant Risk Control is in the process of developing and offering an emergency management solution designed to allow organizations to publish their emergency procedures and instructions via an online dashboard to smart phones and tablets. This solution will allow constituents actionable and offline accessible guidance when they need it, including:

- › Convenient access to emergency information with features such as diagrams, one-tap calling, push notifications, maps, and more.
- › Replacement of traditional paper-based flip-charts, laminated wallet cards or lengthy standard operating procedures.
- › Speed and reliability of mobile devices.
- › Improved efficiency by aligning event-specific information with contacts.
- › Unlimited downloads and real-time updates.

Business Continuity Planning (Guidelines, Testing, and Templates) – As part of our consulting services we will identify the need for business continuity planning. If business continuity plan is needed for your organization, Alliant will work with City stakeholders to select a subject matter expert or organization that will provide a dedicated service. Cost and/or fees for this service would be negotiated at that time.

PROPOSAL SUBMITTALS

Marketing Plan

Alliant clients achieve the best results when we strategically and actively market their risks to respected high-quality underwriters. There can be strategies specific to certain lines of coverage and risks however, we believe the best results are achieved by competitive marketing for all lines of coverage City purchases. Our marketing philosophy and strategy are tailored for each client and focused on their unique needs. Once we have established the goals for the renewal with our client, we match those goals with our knowledge of the marketplace. We then look to leverage any existing relationships the client might have in the marketplace coupled with our market relationships to achieve the best results. We do understand the importance of consistency and would look to the relationships you have with your current markets. Often, there are good reasons to maintain these relationships if they are viewed as “good partners” in the past. Additionally, we will identify key markets with aggressive pricing and broad terms.

In a soft market, comprehensive marketing routinely forces incumbent carriers to reduce their premiums; however, one has to weigh the balance of “over-exercising” the market to one’s detriment and obtaining pricing that is reflective of current market conditions. In today’s difficult market, we anticipate marketing each line of coverage on an annual basis to ensure carrier terms and conditions reflect the market and takes advantage of carrier appetites. As stated, we understand that constantly changing carriers based on pricing can be dangerous for continuity of coverage and in forging long term relationships that can be extremely beneficial under hard market conditions.

Alliant coordinates its insurance marketing efforts to deliver the greatest impact in the delivery of insurance product value for our clients. Through the use of **programs**, the judicious use of our market clout and **program design creativity**, we are able to deliver ‘below market’ cost solutions to our clients for multi-line coverage including but not limited to Property Insurance, Liability Insurance, or Workers’ Compensation Insurance.

In addition to accessing over 350 markets both domestic and globally (the worldwide marketplace), Alliant can bring the City options other firms simply do not have access to. These options are our **proprietary group purchase programs** that we have created on behalf of our clients, as well as our access to **Joint Powers Authorities (JPAs)** which are managed by similar public entities, and brokered by Alliant.

In terms of Alliant’s espoused marketing strategy and philosophy for the City, we suggest a four-prong approach to renewing the City’s insurance program. We would suggest pursuing the following options in tandem to secure the best possible value.

1. Market and Negotiate with the City’s Incumbent Carriers/Programs/Pool.
2. Market and Negotiate terms with the Worldwide Marketplace.
3. Conduct a JPA Pool Analysis.
4. Evaluation of Other Exclusive Alliant Programs.

PROPOSAL SUBMITTALS

Alliant Proprietary Programs

Alliant has developed an array of insurance programs that are exclusive to our clients, and are designed specifically to meet the needs of large public entities such as the City. These programs are in addition to what is available in the worldwide marketplace. Competitors do not have access to these programs, and they have proven to be one of Alliant's greatest differentiators. The success of our programs is achieved by utilizing the strategy of group purchase. Alliant is able to leverage the combined size of the participating group to provide extreme advantages to our clients, which include below market pricing, extremely high limits, and broad manuscript coverage. Below we have included a number of reasons why the options made available to the City from Alliant give us a competitive advantage.

Alliant Property Insurance Program (APIP)

More than 20 years ago, Alliant created our proprietary property program, APIP, as a concept to simultaneously take individual property insurance placements for several public entities to the insurance markets. Since then, APIP has grown into the single largest property placement in the world, with over \$500 billion in Total Insurable Values, and representing over 10,000 public entities in 45 states.

The policy form seamlessly integrates standard All Risk Property coverages, Boiler & Machinery and a wide array of coverage enhancements, such as Flood (DIC), Course of Construction, Builder's Risk, Fine Arts, Terrorism and over the road Auto Physical Damage just to name a few. The APIP form is considered one of the broadest policy forms in the industry; and it includes optional coverage for **Cyber Liability** and **Pollution Liability** (both 1st and 3rd party coverage). As an added benefit, through the APIP program, property appraisals are included at no additional charge for any building exceeding \$5 million in values. Each year the program grows in size and this continued growth allows improved pricing and superior coverages for our clients. The APIP program is exclusive to Alliant, and the only way for entities to access this program is through a partnership with Alliant.

To further illustrate the broadness of the form, below is a list of program highlights:

- › \$1 billion All Risk Limit per occurrence.
- › Coverage not limited to schedule.
- › Automatic acquisition for newly acquired locations up to \$100 million in value (\$25 million for no additional premium).
- › Builder's Risk coverage included for projects up to \$25 million, and additional cost savings for projects up to \$50 million.
- › \$100 million limit for boiler & machinery.
- › Includes coverage for vehicles and mobile equipment on a replacement cost basis.
- › Optional coverage for sabotage and terrorism.
- › Optional coverage for cyber liability (1st and 3rd party).
- › Wind/Hail deductibles as low as 1%.



PROPOSAL SUBMITTALS

Other Alliant Programs

In addition to Alliant's larger proprietary programs, we have taken the same "group purchase" approach with smaller programs to help drive down the overall cost of risks for our clients. These programs include but are not limited to:

- › ANML – Alliant National Municipal Liability Program (City is a former member, prior to joining CSAC-EIA/PRISM and this remains an option for the future)
- › CLIP – Catastrophic Liability Insurance Program (City is a former member, prior to joining CSAC-EIA/PRISM and this remains an option for the future)
- › ACES – Alliant Cyber Excess Program
- › ACIP – Alliant Crime Insurance Program
- › FLIP – Fiduciary Liability Insurance Program
- › CAMP – California Aircraft Municipal Program (City is a program member)
- › CALIP – California Airport Liability Insurance Program (City is a program member)
- › Active Assailant Coverage
- › Special Events Liability Program
- › Vendors/Contractors Program and Vendors Professional Liability Program

We can certainly write at length about our programs and our belief that they give our clients a significant program advantage. But the proof is in the actual performance of the programs. Thus, we are providing examples below which illustrate Alliant's ability to leverage our clout in the marketplace to benefit our clients:

Using APIP as Leverage – At the beginning of 2020, Alliant was awarded the contract for Insurance Brokerage Services for all lines of coverage for a Midwestern State. One of the main factors in Alliant earning the award was the capability of our exclusive programs, which was demonstrated in our response to their RFP. Once we were awarded, we went right to work on obtaining favorable property terms for the client. This client's program was written through Travelers at the time, and had been for several years. The client had experienced many years of increasing rates, less favorable retentions, and the tightening, or even the removal, of certain coverages such as on-premises vehicle physical damage. The client had begun to grow frustrated, as their incumbent broker had not been able to bring any alternative options to the table, mainly due to one large open claim. During our initial conversations with Travelers, they had indicated much of the same of what the client had grown accustomed to, stating they would need at least a 20% increase in rate, and would need to tweak certain coverages to make them less favorable to the client. Through the Alliant Property Insurance Program (APIP), we were able to negotiate with our underwriters an essentially flat property renewal, all while gaining back certain coverage features that the client had lost over the years, such as on-premises vehicle physical damage for their schedule of over 10,000 vehicles, and bringing back some of their special deductible terms. Realizing they were on the verge of losing this large account, Travelers sharpened their pencil and issued flat renewal terms, making it so the client had two good options for their property renewal. The client ultimately chose to move their program to APIP, but this is a great example of how our program can influence the outcome of our clients' property renewals.

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Pooling Options

PRISM – As an Alliant client, the City has access to the largest risk sharing pool in the country where Alliant serves as the exclusive broker and marketing agent. As the stand-alone market continues to harden, Pools become more attractive as they can often weather the storm better due to their ability to control costs, self-fund significant risk, and leverage their buying power in the reinsurance market.

Public Risk Innovation, Solutions, and Management (PRISM, formerly called the CSAC-EIA) is domiciled in California. The annual revenue for PRISM for the 22 – 23 year is expected to exceed \$1.5 billion. PRISM is a risk sharing pool consisting of all types of California public agencies, including all but two counties, over 70% of the cities, and a large number of schools and other special districts.

Currently the City participates in the PRISM General Liability (GL1) Program and Excess Workers' Compensation Program. These programs are only accessible to the City via a partnership with Alliant. During the 2018 renewal, in addition to looking at a more traditional program option, Alliant recommended that the City look at a risk sharing pool as an alternative. We view any work associated with a pool analysis as an important function of the marketing process and therefore, no additional cost is required for this service. Based on a variety of factors including pool makeup, financial strength, membership, available programs and services, minimum/maximum retentions and the amount of control City would retain in each respective pool, PRISM has remained the best option for Gardena.

- › **City of Costa Mesa (2020)** – The City had a very difficult excess liability renewal due to the hardening in the insurance marketplace. Approximately three weeks before their renewal the incumbent carrier changed the terms on their quotation increasing the self-insured retention without giving any premium credit. An extensive marketing effort had already been completed and there was not a better option available in the standard market. The PRISM GL1 program obtained the submission and worked on a rush basis to get committee approval. The PRISM terms provided broader coverage and allowed them to keep their current self-insured retention.
- › **City of Pasadena (2020)** – The City of Pasadena experienced a significant increase to their excess liability placement in 2019, which was over 100% and a forced to increase their retention from \$3M to \$5M. After issuing an RFP, they appointed Alliant as their broker in February of 2020. Although the Alliant team canvassed the entire marketplace, every carrier returned with unfavorable terms to the City including it's incumbent carrier. After much work on both sides, PRISM GL2 program reviewed the placement and offered coverage with broader terms and an increase that was 20% lower than the stand-alone placement.
- › **City of Manhattan Beach (2017)** –Historically the City was a member of the ICRMA pool. The City expressed interest in looking at alternatives to the ICRMA programs through PRISM. A detailed coverage analysis outlined the ICRMA programs versus what was available within the PRISM GL1 Program, Property Program and Excess Workers' Compensation Program. The differences between the two were astounding. When the program was bound, the City saved hundreds of thousands of dollars (approximately \$1,000,000) and obtained significantly broader terms across the board. For example, as a buyer of Earthquake Coverage, the City



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reduced the deductible from 5% to 2%. In the event of a significant earthquake, this difference in deductibles could amount to millions of dollars saved for the City – while still saving money on the annual premium.

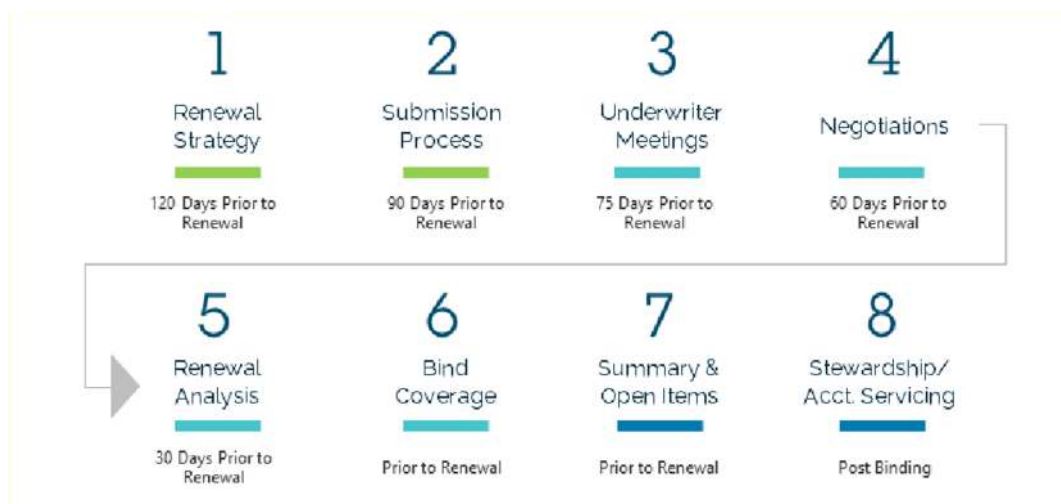
- › **City of Sacramento (2016)** – The City had a difficult excess liability renewal based on a full limit loss and was advised that the premium with the incumbent carrier would increase close to 100%. An extensive marketing effort did not produce an alternative with terms that were comparable to the incumbent, despite the increase. The PRISM GL2 program obtained the submission and at our persistence worked on a rushed basis to get committee approval. Ultimately, the PRISM terms were far more competitive than the incumbent program or the insurance marketplace. The City of Sacramento continues to be a long-standing client.

Defined Client Service and Marketing Process

Through our years of experience, we have obtained valuable resources and the experience to formulate a project management plan that works for each individual client, and it is called the **Defined Client Service and Marketing Process**. Our process is “one-size does not fit all.” Our uniqueness lies in our Defined Client Service and Marketing Process. To make this all happen, our service team is available 24/7 to help you plan the best service and product for your needs.

Our Defined Client Service and Marketing Process, a technical practice we employ with all our clients, is the framework for our business approach. Purposefully, this process begins with transition planning, and includes an in-depth risk management analysis, in addition to service and marketing activities. This approach provides consistency in quality service, checkpoints and timelines for monitoring our jointly agreed upon service standards, and ensures the appropriate planning occurs well in advance of the expiration date. We will work closely with the City to ensure that this process aligns with the City’s goals.

We have provided a step-by-step description of this process and the chart that follows is an illustration of the Defined Client Service and Marketing Process.





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Renewal Strategy Meeting (120 Days Prior to Renewal)

At least 120 days before your major renewal date, we will coordinate a Renewal Strategy Meeting. This year we had our discussion in March to:

- › Review and discuss the City's existing insurance program, and as necessary recommend changes to terms, conditions, or coverage and limits to insure adequate protection for the City assets. Discuss potential coverage gaps and concerns.
- › Analyze and discussed deductibles and/or self-insured retentions. On all lines of coverage.
- › Discuss the results of the previous year.
- › Discuss any changes that took place at the City to determine if changes need to be made to their insurance placements.
- › Update the City on the current insurance market.
- › Discuss recent renewal results for similar clients.
- › Provide an analysis of viable underwriter alternatives, their capacity, and deductible preferences.
- › Discuss marketing of all lines of coverage inside and outside Alliant programs.
- › Obtain your thoughts on the desirability of any particular market, i.e., your past history with that carrier, the carrier's financial rating, etc.
- › Discuss renewal pricing ranges for all coverage being purchased by the City. Delivered budget estimates for the coming year.
- › Suggest a renewal timeline and renewal options.

Our goal is to provide you with a concise report outlining our mutually agreed upon work plan.

As noted above, the Strategic Planning Meeting is designed to evaluate our performance, review the results of your renewal, discuss any new operations or acquisitions you are contemplating, identify new and emerging risks, update you on recent market conditions/trends, and plan our next renewal strategy meeting.



Underwriting Submission & Presentation (90 days prior to renewal)

The underwriting submissions we prepare are unrivaled in our industry. Our responsibility is to portray, with integrity, your unique Risk Profile for each line of coverage. Your underwriters will know that our submission will portray your unique risks and operations correctly, succinctly and in a clear and easily understandable format. We encourage meetings between you and the underwriters.

Our goal is to distinguish you from your peers, and we do so by creating first class underwriting presentations that demonstrate your unique risk characteristics. We will help



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you structure the material and provide input and guidance on the graphic representation of your unique results, risks and operations.

The underwriting submission and the underwriter presentation will be available to the market at least 90 days prior to your renewal date. This year we started the process in early in February.

3

Underwriter Meetings

75 Days Prior to Renewal

Underwriter Meetings (75 days prior to renewal)

We will coordinate all underwriter meetings benefiting the City and our renewal strategy. Where possible, we would encourage you to participate in these meetings.

4

Negotiations

60 Days Prior to Renewal

Negotiations (60 days prior to renewal)

To execute a successful renewal, we must focus on two key areas – market canvassing and the exploration of options. At our Renewal Strategy Meeting, we will have reviewed the listing of all possible market alternatives, solicited your input, and agreed to those we want to approach. We will review alternative limit, retention and coverage structures. We will provide you with regular renewal updates to keep you informed and to get your approval and thoughts based on the underwriters' responses and marketing information.

5

Renewal Analysis

30 Days Prior to Renewal

Renewal Proposal & Analysis (30 days prior to renewal)

We are aware that our clients want to have a bottom line comparison of all renewal alternatives and want to know the intricate details of each quotation. Therefore, our renewal proposals feature both an Executive Summary and a detailed Coverage Analysis section. Our analysis will help you make a more educated renewal decision.

6

Bind Coverage

Prior to Renewal

Bind Coverage (Prior to renewal)

Once you have reviewed your renewal options and have selected an alternative, we will immediately process the following documents, all designed to be completed before your renewal date:

- › Confirmations of Coverage
- › Certificates of Insurance
- › Claims Reporting Instructions
- › Program Limits Charts (if applicable)

The goal is to present proposals and have bind orders several days in advance of the expiration.



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7

Summary &
Open Items

Prior to Renewal

Desk Reference & Open Items Reports (Prior to renewal)

We will create a Desk Reference that will include a schedule of coverage for all policies bound, claims reporting instructions, and contact information for your dedicated service team.

We will begin Our Monthly Open Items Reports and meetings are formalized events helping both of us and your underwriters to stay focused on unresolved items as well as, to discuss new risks or operational issues.

8

Stewardship/
Acct. Servicing

Post Binding

Stewardship Report/Policy Delivery & Account Servicing (Post Binding)

Part of the service process is to provide the City's with policies in a timely manner. All insurance policies will be compared to the specifications and proposals for accuracy. Once policies have been checked we will forward to the City.

We will determine dates for our quarterly meetings and get them scheduled. In addition, we will discuss the need for meetings in between in person or vertical to keep the City updated. Perhaps monthly to start.

Servicing throughout the year includes, budget estimates; periodic training on insurance and risk management issues; contract review and assistance with insurance requirements; verifying vendor compliance on as needed basis; administrative and clerical services such as invoicing; certificates of insurance; policy changes and endorsements; interpreting insurance policies; assisting/coordinating with the handling of claims; assisting in establishing insurable values; oral and written communications and reports; assistance with Council letters on the various insurance renewals and addressing insurance and risk management questions and concerns as they arise.

Additionally, we can utilize our large client base to survey other public entities on specific questions, problems, or procedures, and sharing the information received from these surveys with all that participate. This provides a unique opportunity to share information and network with clients specializing in the same industry. We can also provide benchmarking and modeling studies of specific exposures, based on limits, retentions, total insurable values, etc.

Finally, Alliant often provides an Annual Stewardship Report to our public entity clients. These reports will include:

- › Executive Summary
- › State of the Insurance Market
- › Accomplishments and Activities
- › Schedule of Insurance Policies in place including, Insurance Carrier, Coverage, Limits, SIR/Deductible and Premiums

PROPOSAL SUBMITTALS

- › Anticipated renewal terms and conditions and other indications of market conditions and anticipated changes
Recommendations for improved program design
- › Action Plan
- › Accounting as outlined by the City
- › Alliant Service Team

Alliant will provide the City with a written Stewardship report by December 1st each year to discuss our results and get feedback from the City on our performance and areas where we can improve. Our number one goal is to provide the City with exemplary service.

Timeline of Events

The below table provides a sample summary of a service timeline that the City can expect from Alliant. This timeline includes some of the major milestones in the renewal process included in our **Defined Client Servicing and Marketing Process** above. Please keep in mind during the transitional phase this timeline may need to be compressed depending on when the City awards its contract to the selected broker. The service team will tailor this timeline with specific target dates to fit a compressed schedule or the needs of the City, as required.

PROJECT/TASK	DATE	COMPLETED BY	NOTES
Going over Statement of Values	5 months prior to renewal	Alliant	Review each location including secondary characteristics that may be known but not shown on the statement of values. Discuss with the City locations to be added or taken off the schedule
Current/Future Construction Projects	4-5 months prior to renewal	Alliant / City	Discuss current builder's risk projects and upcoming projects and develop a game plan for obtaining insurance coverage for these projects, both old and new
Renewal Strategy Meeting	4 months prior to renewal	Alliant / City	Alliant to memorialize and send confirmation of direction to TWU
Completed & Signed Updated Statement of Values	3-4 months prior to renewal	City	Finalize any locations to be added or deleted or any large values changes on a single location

PROPOSAL SUBMITTALS

PROJECT/TASK	DATE	COMPLETED BY	NOTES
Completed & Signed Renewal Applications	3-4 months prior to renewal	City	Finalize and sign all applications needed for liability lines of coverage
Applications & Specs Out to Markets	90 days prior to renewal	Alliant	
Renewal Proposal Due to the City	45 days prior to renewal (no later than May 15 th)	Alliant	Summary of terms, limits, deductibles, major exclusions attached
Renewal Quote Review Meeting	45 days prior to renewal	Alliant / City	Alliant to receive direction from City
Final Renewal Options Due to City	45 days prior to renewal	Alliant	Summary of terms, instruction on subjectivities prior to binding
Bind Orders Due From City	10 days prior to renewal	City	Upon receipt, Alliant to bind coverage with carriers
Renewal Binders & Invoices Due to City	Prior to renewal	Alliant	Submitted to City
Renewal Certs with Additional Insured Endorsement Pending	Prior to renewal	Alliant	Submitted to City
Program Renewals	Inception date		
Policy(ies) Delivered to City	45 days post renewal	Alliant	Policy(ies) proofed with summaries and delivered to the City
Property Appraisals Completed	Ongoing	Alliant	Appraisals completed on all locations for the year as directed by City

PROPOSAL SUBMITTALS

Price Proposal

Compensation can be handled in a variety of ways and can be negotiable based on what the City prefers. We can transact placements on a commission basis, a flat fee, a fee plus commission, commission cap, fee plus commissions on new placements, or a variety of other methodologies. We can even structure a merit-based approach. In any event, every dollar earned will be disclosed to the City.

Our fee would be determined by first estimating the anticipated commitment of time and related business expenses all of our team members will incur on behalf of the City. We next consider the level of senior executive involvement and the amount of intellectual capital that will be devoted to the engagement. Lastly, we benchmark the resultant fee to ensure consistency between similar clients and make adjustments where warranted.

Our proposed ***firm fixed fee*** for insurance brokerage services is noted below and is inclusive of all services to be rendered by Alliant as noted within this proposal. Additional lines of coverage (i.e. new placements) would be billed at the established commission cap of 10%.

TERM	YEAR	FEE
Year 1	July 1, 2023 – June 30, 2024	\$92,500
Year 2	July 1, 2024 – June 30, 2025	\$95,275
Year 3	July 1, 2025 – June 30, 2026	\$98,133
Year 4	July 1, 2026 – June 30, 2027	\$101,077
Year 5	July 1, 2027 – June 30, 2028	\$104,110

Special Events and Vendors/Contractors Programs are not included within the fee schedule as these premiums are paid by the vendor or event holder.

Loss Control and Appraisal Services outside of those provided within our proprietary programs are available at additional discounted charges based on the required service. Loss Control via Alliant Business Services is available at a rate starting at \$150.00 per hour plus expenses. Appraisal services are available at rates beginning at \$250 per building.

We wish to emphasize our flexibility in working with the City in this area and are open to any alternatives the City may prefer.



APPENDIX

- A. Alliant California License
- B. Service Team Resumes
- C. Alliant Disclosures

APPENDIX

A. Alliant California License

Please refer to the following page(s).

California Department of Insurance

ALLIANT FINANCIAL SERVICES, INC.

License # OC36861

Pursuant to the requirements of the State of California Insurance Code,
ALLIANT FINANCIAL SERVICES, INC. is authorized to act in the following capacity:

License

Insurance Producer

Qualifications

Accident & Health or Sickness
casualty

Life

Property

Special Lines Supplemental Broker

Surplus Lines Broker

Variable Annuity, and Variable Annuity

Effective Date

09/02/1998

09/02/1998

09/02/1998

09/02/1998

09/02/1998

09/02/1998

09/02/1998

09/02/1998

Expiration Date

09/30/2024

San Diego, California 92101

Business Address: 101 B Street, 6th Floor.



Ricardo Lara, Insurance Commissioner

Please note: To validate the accuracy of this license, you may review the individual or business entity's license record on the California Department of Insurance's website at: www.insurance.ca.gov/01-licensing/01-licensing/01-licensing.htm; License status: "Active".

APPENDIX

B. Service Team Resumes

Please refer to the following page(s).

Courtney Ramirez, ARM

Senior Vice President

Public Entity Group

D | 949-660-8133

M | 949-226-4785

E | cramirez@alliant.com



Courtney joined the Alliant Insurance Services team in 2006. Her expertise is in the public entity sector with an emphasis in municipalities including local governments and states, pooled risks, education, healthcare, and transit. Courtney enjoys a challenge and likes to think outside of the box. She has been heavily involved in finding solutions to address some of the most unique needs of many of Alliant's public entity clients. This includes establishing a platform to control costs for State lottery agencies and developing the Alliant Deadly Weapons Response Program (ADRWP) for active shooter coverage. Some of her clients include the State of Montana, State of Texas, Anne Arundel County (MD), the cities of Austin (TX), Las Vegas (NV), Sacramento (CA), and Oklahoma City (OK), airports including Sacramento International, Will Rodgers (Oklahoma City) International, Austin-Bergstrom, Los Angeles World Airports, and a number of district/public hospitals, transit agencies, and higher education/university risks. Courtney enjoys educating others and is proficient in reading contracts and providing recommendations for insurance requirements to mitigate risk for her clients.

Prior to choosing Alliant, Courtney was a sales associate for a small personal lines insurance brokerage firm. During these several years, she gained valuable experience and was responsible for the production, marketing, and servicing of a sizeable book of individual policyholders. Being versatile, Courtney served in varying roles within Alliant including the management and day-to-day servicing of a large book of healthcare, real estate, educational institutions, and public entities. In addition, Courtney took on the added responsibility of bringing in new business.

Courtney earned her Bachelor of Science degree in Business Management and Leadership from Wisconsin Lutheran College in Milwaukee, Wisconsin. Licensed by the California Department of Insurance as a Fire and Casualty Broker Agent, Courtney has completed many hours of continuing education. Courtney is licensed in multiple states nationwide as a non-resident as well. She earned her Associates in Risk Management (ARM), Certified Insurance Counselor (CIC) and Certified Insurance Services Representative (CISR) designations. Courtney was named Power Broker by Risk & Insurance Magazine for the Public Entity Sector in February 2020 and a Rising Star by Risk & Insurance Magazine in May 2020.

When Courtney is not practicing her profession, she enjoys spending time with her husband and three children and maintaining a healthy lifestyle. Additionally, Courtney takes time to volunteer at the elementary school that her children attend.

Sandra Omari

Account Manager Lead

Public Entity Group

D | 949-527-9814

M | 714-589-4864

E | sandra.omari@alliant.com



Sandra joined the Alliant Insurance Services team in 2017. Her early experience involved handling multiple lines of coverage for individual clients. Sandra has previously specialized in commercial auto, all lines of personal lines coverage, accident and health, and life insurance. Currently, Sandra is responsible for several Joint Powers Authority and School District public entity clients. In addition, she is responsible for handling clients' questions regarding coverages, policies, insurance binders, certificates of insurance, endorsements, assisting clients with coverage analysis, interpretation, contract review, and risk management.

Sandra Omari has over 12 years of insurance experience. Her experience includes working as a Customer Service Representative on personal lines accounts and Executive Account Representative for commercial auto and fleet accounts. Currently, in her role as Assistant Account Manager, she works on multiple lines of coverage for public entity clients.

Sandra Omari holds a Bachelor's Degree in Business Administration from California State University, Fullerton. She is licensed by the California Department of Insurance as a Fire and Casualty Broker-Agent, Accident and Health Agent, and Life Agent. She has completed over 150 hours of continuing education. She currently holds her Notary Commission from the State of California.

When away from her duties at Alliant, Sandra enjoys spending time with her family, going to the beach, and running.

Shawn Kraatz

First Vice President
Public Entity Group

D | 949-660-8117

M | 949-889-4708

E | shawn.kraatz@alliant.com



Shawn joined the Alliant Insurance Services team in 2000. Shawn brings nearly 20 years of company, MGA, and retail brokerage experience. Shawn is an all lines property and casualty broker with core focus on public entity risks. Shawn has been able to utilize his varying background of carrier and retail experience to develop a variety of public entity specific programs and standalone placements for some of the country's largest entities. Shawn has been an active member with the National Association of State Retirement Administrators (NASRA), State Association of Counties Retirement Systems (SACRS), and one of several brokers who administer the largest public entity pool in the U.S., PRISM.

Shawn has been extensively involved with pension systems for nearly a decade. He developed the first national fiduciary liability program designed for public pension systems. It has been supported by the National Association of State Retirement Administrators (NASRA) and has over 75 public pension systems participating. Shawn has worked with some of the largest pension systems in the country in addition to working with many other state, county, and city plans across the country. Shawn is an active speaker on various panels with associations such as NASRA, NCTR, SCTR, and PARMA. Shawn is also the broker for six California counties and 12 California cities and districts.

Shawn is licensed by the California Department of Insurance as a Fire and Casualty Broker-Agent and has completed 100+ hours of continuing education. He holds licenses in ten other states. In addition, he has done course study work in both the CPCU and ARM.

When away from his duties at Alliant, Shawn enjoys spending time/traveling with his family, playing basketball, surfing, playing guitar, and coaching youth sports.

Daniel Howell, J.D., ARM-P, CPCU

Senior Executive Vice President | Managing Director

Public Entity Group

D | 415-403-1426

M | 415-309-1243

E | dhowell@alliant.com



Daniel joined the Alliant Insurance Services team in 1998 following over a decade with Fred S. James and Sedgwick. He offers a wide breadth of expertise including the development, implementation, and management of property and casualty insurance and self-insurance programs. Daniel understands issues for entities with complex operations and is especially adept at building consensus among a broad array of stakeholders.

Daniel currently serves as the Managing Director for the Public Entity Group. Since joining Alliant, he has served as Program Director for the California State University Risk Management Authority (CSURMA), and the broker for the University of California, State of California, Port of Seattle, and Port of Oakland, among many clients. His multi-line property and casualty experience dates from 1987, when he started with Fred S. James, which later became a part of Sedgwick. His expertise ranges from professional liability, public officials liability, educator's legal liability, excess workers' compensation, to major property lines.

Daniel holds an A.B. in History from Stanford University and a Juris Doctorate from UC Hastings College of Law. He also possesses designations in good standing for both the Chartered Property Casualty Underwriter (CPCU) and the Associate in Risk Management (ARM-P). Daniel is a licensed Property & Casualty retail and wholesale broker in several states, and he is an active member of the State Bar of California.

When Daniel is not practicing his profession, he enjoys spending time with his family and outdoor activities.

Tim Leech, CSP, ARM

First Vice President | Director
Risk Control Consulting

D | 949-260-5008

M | 949-514-0367

E | tleech@alliant.com



Tim joined Alliant Insurance Services in 2010 to lead Alliant's national risk control consulting practice. He has over 25 years of experience in the environmental, health and safety field as a leader of staff, project manager and consultant. In his current capacity, Tim works closely with the Alliant underwriter and broker teams to ensure that staff deliverables are value added and contribute to client proactive loss mitigation strategies.

Tim is considered an industry generalist and is qualified in property and casualty risk control consulting. He has significant experience in the following industries:

- › Public Entity
- › Academia
- › Healthcare
- › Manufacturing
- › Hospitality
- › Waste & Trash Haulers
- › General Industry

Prior to joining Alliant, Tim worked for a competitor as a director in their global risk consulting practice. During this time he acted as a consultant with global and large risk management clients, managed a regional claims and risk control staff and strategized total cost of risk reduction projects. His experience also includes working as a pipe fitter, engineering and design of fire protection systems, insurance loss control consultant and industry environmental, health and safety engineer.

Tim holds a Bachelor of Science degree in Fire Protection and Safety Engineering from Oklahoma State University. He also has obtained two Associate of Science degrees in engineering related disciplines. Tim is a certified Safety Professional and a licensed Property and Casualty Insurance Broker. In Addition, Tim is a member in good standing with an Associate in Risk Management (ARM) designation.

In addition to faith and family, Tim enjoys mountain biking, training and competing in triathlons and is a member of the 50 Mile Ride for Project Rwanda planning team.

Dan Madej, ARe

Senior Vice President
Public Entity Analytics Group

D | 312-837-4735

M | 312-320-8437

E | dan.madej@alliant.com



Dan joined the Alliant Insurance Services team in July 2019, within the Public Entity Group. Dan currently serves as the Program Director for the newly formed Public Entity Analytics Group. His reinsurance background involved addressing the risk transfer and risk financing needs of national, super-regional, and single state insurance companies, MGA-driven programs, as well as public entity pools. His expertise spans from monoline placements to multi-line needs (liability, property, and workers' compensation). In the past 10 years, Dan has dedicated his time to the (re)insurance needs of public entity pools, including introducing them to analytics-driven solutions, in which his clientele presence was nationwide.

Dan has spent his entire 20+ year career in the insurance industry as a reinsurance broker. Prior to joining Alliant, Dan worked for global reinsurance brokers Guy Carpenter and JLT Re/Towers Perrin, starting his career with EW Blanch. While always a student of the business, he offers extensive experience and expertise in designing and placement of reinsurance programs for risk bearing entities such as insurance companies and public entity pools. As part of this background, Dan has worked with various reinsurance analytics offerings, including actuarially-driven structuring, target pricing and simulation capabilities, as well as portfolio management tools such as catastrophe modeling.

Dan holds a bachelor's degree in Insurance and Risk Management from Indiana State University, as well as an Associate of Reinsurance (ARe™) designation from the American Institute for Chartered Property Casualty Underwriters. He is also a licensed Property & Casualty retail broker in several states.

Away from work, Dan enjoys spending his time with his family, including his three kids' sports and hobby adventures. He also spends time reading and engaged in outdoor activities including gardening and fishing.

Robert A. Frey, RPA

Senior Vice President | Director
National Claims Advocacy

D | 415-403-1445

M | 415-518-8490

E | rfrey@alliant.com



Robert joined the Alliant team in 2002 and created the Alliant Brokerage Claims Advocacy practice. He manages a team of highly trained professionals who provide technical claim service to various Alliant practice groups. Some of these groups include Public Entity, Healthcare, Commercial, and Real Estate. In addition, he takes the lead handling large losses, complex losses, and losses with coverage disputes. His expertise also covers real estate development and management and includes high-rise office risks, industrial office/manufacturing risks, hospitality industry, regional shopping centers, and strip mall shopping centers. Robert is well versed in claims handling for construction risks including OCIP, high tech, biotech, and higher education clients. Currently, he serves as the Alliant client advocate for all aspects of the insurance claims process.

Robert is a seasoned professional who offers almost four decades of extensive experience handling property and casualty claims. His insurance career began with Bayly, Martin, & Fay. He then moved on to an advanced position with Morris & Associates, and then to a Claims Executive at Marsh Risk Services. Robert began leading the Claims Advocacy Practice team at Alliant over ten years ago. He is an in-demand speaker and frequently addresses audiences at risk management conferences including PARMA, the Building Owners Managers Association (BOMA), and the International Council of Shopping Centers (ICSC). He has been a guest speaker for the California State University Risk Management Authority (CSURMA) on multiple occasions. In addition, Robert was an instructor at the College of Alameda where he taught classes on personal insurance coverage, claims handling, and adjusting.

He is a charter member of the Registered Professional Adjusters Program as a Registered Professional Adjuster (RPA) and is a former faculty member of the International Council of Shopping Centers (ICSC).

When Robert is not handling claims, he spends time with his family. He enjoys basketball and for many years coached youth and woman's teams. Recently, Robert added a few new interests that include learning to play piano and oil painting.

Rachel Wrightson, J.D.

Senior Vice President | Regional Claims Director
National Claims Advocacy

D | 415-403-1497

M | 628-255-0700

E | rachel.wrightson@alliant.com



Rachel Wrightson is Senior Vice President and Regional Claims Director, based in Alliant Insurance Services' San Francisco office. An experienced lawyer and veteran claims and insurance coverage expert, Rachel joined Alliant in October 2017 and works with Alliant's diverse client base to guide, manage and resolve a broad range of claims from inception to resolution.

Rachel is a lawyer, advisor and skilled problem-solver who joined Alliant with experience litigating complex coverage matters and managing hundreds of claims during her multifaceted career. Her professional background includes positions as a lawyer in private practice, in-house counsel, risk manager, and insurance professional, with experience in both the private and public sectors.

Rachel has 11 years of experience practicing law at major New York City-based law firms, with a primary focus on policyholder representation in insurance coverage disputes. She has first-chair experience in dispute resolution and discovery proceedings, having honed her skills as a litigator and counsel for insureds in multiple industries and across various coverage lines.

Immediately prior to joining Alliant, Rachel was an in-house lawyer and risk manager as the Assistant Director, Claims, at New York University, one of the nation's largest private universities. There, she administered NYU's large-deductible captive insurance program and managed a broad portfolio of claims that included educator's legal liability, professional liability, employment, general and automobile liability, construction, complex property, builder's risk, cyber, and others. She also managed and oversaw NYU's workers compensation claims team.

In addition to her work with the University, Rachel handled malpractice claims arising from the NYU Student Health Center and the Colleges of Dentistry and Nursing, and general liability, builder's risk and property claims for NYU Langone Health System. She was also part of the team that secured \$1.13 billion in FEMA assistance for Superstorm Sandy recovery for NYU Langone Health System; this was the second-largest FEMA award ever granted for a single project and was received in a lump sum (\$540m for repairs, \$589m for mitigation). Rachel also oversaw NYU Langone Health System's catastrophic claims submission, preparation and litigation arising from Superstorm Sandy.

Rachel has a bachelor's degree from Northwestern University and a law degree from Brooklyn Law School. She is also a licensed property and casualty broker in the State of California.

Rachel is an avid runner, having completed numerous marathons, including 12 ultra-marathons.

Elaine Tizon

Assistant Vice President | Claims Advocate Lead
National Claims Advocacy

D | 415-403-1458

M | 415-609-2133

E | elaine.tizon@alliant.com



Elaine joined the Alliant Insurance Services team in 2005. Elaine is currently the Lead Claims Account Advocate for the Alliant Specialty Group, covering their San Francisco, Sacramento, and Newport Beach public entity operations. Elaine acts as an advocate for Alliant clients, assisting them with their claim needs.

Elaine has over 20 years of experience working for insurance companies. She joined Alliant's San Francisco after nine years as a Customer Service Representative with Chubb Group of Insurance Companies. Her duties included researching administrative problems for core team members, managed the Los Angeles branch manual checks, handled Arco employee's relocation claims, investigated any discrepancies, and negotiated settlement amounts. Elaine began her insurance career in 1992 at Fleming and Associates wherein she assisted two worker's compensation claims adjusters. She then worked for Cigna Property and Casualty Insurance Companies in 1994-1996, as a technical assistant. She assisted the property and casualty claims adjusters in preparing and processing payments, setting up new losses, and obtaining coverage information for the claims department.

Licensed by the California Department of Insurance as a Fire and Casualty Broker-Agent. Elaine has achieved her CISR designation and currently in the process of completing her AIC (Associate in Claims) designation.

APPENDIX

C. Alliant Disclosures

Please refer to the following page(s).

APPENDIX

DISCLOSURES

- A. Surplus Lines Fees and Taxes.** In certain circumstances, placement of insurance services made by Alliant Insurance Services, Inc. ("Alliant") on behalf of a client, with the prior approval of that client, may require the payment of surplus lines assessments, taxes, and/or fees to state regulators, boards, and associations. Such assessments, taxes, and/or fees will be charged to the client and identified separately on invoices covering these placements. The client shall be responsible for all such assessments, taxes, and fees, whether or not separately invoiced. Alliant shall not be responsible for the payment of any such fees, taxes, or assessments, except to the extent such fees, taxes or assessments have already been collected from the client.
- B. Third Party Brokers.** Alliant may determine from time to time that it is necessary or appropriate to utilize the services of third party brokers (such as surplus lines brokers, underwriting managers, London market brokers, and reinsurance brokers) to assist in marketing the insurance programs of a client. These third party brokers may be affiliates of Alliant (e.g., other companies of Alliant that provide services other than those included within the scope of services covered in this proposal), or may be unrelated third party brokers. Compensation to such third party brokers will not be part of Alliant's fee.
- C. Indirect Income.** "INDIRECT INCOME" means insurance carrier contingency arrangements. Alliant will accept these compensation incentives from insurers, if any, including contingent commissions, market service agreements (MSA), volume-based commission incentives and rebates on business placed on behalf of a client. Alliant producers who solicit, negotiate, or place insurance products, or services for clients, do not negotiate indirect income agreements with the carriers, nor do they receive any portion of the indirect income paid to Alliant. Nonetheless, the client may opt-out of having its premiums included in the calculation of indirect income by accessing the "opt-out" form from the link on Alliant's website: <http://alliantinsurance.com/Legal-Notices/Pages/Disclosure-Policy.aspx>. The "opt out" provision applies only to those accounts served directly by Alliant as a retail agent or broker. It does not apply to account placements for which Alliant's role is that of a wholesaler, MGA, or program administrator working with non-Alliant brokers who represent the client. Indirect Income, if any, is determined by insurance carriers, and if the client does not opt-out, it remains the carriers' exclusive decision to include or exclude certain premiums in any calculation. The availability of information regarding the make-up of any indirect income payment is at the carrier's discretion.
- D. Alliant Specialty Insurance Services (ASIS).** In addition to the compensation that Alliant receives for providing services to a client, its related entity, Alliant Specialty Insurance Services (ASIS) and its underwriting operations, Alliant Underwriting Services (AUS), may receive compensation from Alliant and/or carriers for providing underwriting services. The financial impact of the compensation received by ASIS is a cost included in the premium. Compensation received by ASIS will be disclosed in writing to a client. Alliant and ASIS maintain an arm's length relationship. While Alliant represents a client as an individual entity, ASIS independently administers its program as a whole and not on behalf of any particular member.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 12.E
Section: DEPARTMENTAL
ITEMS - ADMINISTRATIVE
SERVICES
Meeting Date: June 27, 2023

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

AGENDA TITLE: Authorize the City Manager to Purchase and Bind Insurance Coverage in the amount of \$2,130,152.04 for Fiscal Year 2023-2024

COUNCIL ACTION REQUIRED:

Staff Recommendation: Authorize the City Manager to Purchase and Bind Insurance Coverage in the amount of \$2,130,152.04 for Fiscal Year 2023-2024

RECOMMENDATION AND STAFF SUMMARY:

The City of Gardena is self-insured for General Liability and Workers Compensation insurance and obtains excess insurance coverage for extraordinary exposure for both. In addition, the City purchases Commercial Property insurance, Commercial Crime insurance, Deadly Weapons Response Program insurance, and Excess Cyber insurance coverage.

The City works with its insurance broker Alliant Insurance Services, Inc to procure insurance coverages that balances the City's risk exposure while maintaining reasonable annual insurance premiums. The Liability Insurance and Excess Workers compensation insurance were obtained through the City's Joint Power's authority Public Risk Innovation, Solutions, and Management (PRISM), PRISM is recognized as a leader and pioneer in the risk management industry with over 40 years experience in the industry.

The Liability Insurance premium for the City increased from the prior year's amount of \$692,718 to \$1,035,845, an increase of \$343,127 or 50%, primarily as a result of Gardena's positional jurisdiction. The Excess Workers compensation insurance premium for the City increased from the prior year's amount of \$150,892 to \$161,928 an increase of \$11,036 or 7%, as a result of increasing costs related to an aging workforce, medical cost inflation and increases in payroll. The City's Commercial Property Insurance premium which is covered through the Alliant Property Insurance Program (APIP) increased from the prior year's amount of \$200,107 to \$286,011.73 an increase of \$85,90.73 or 43% as a result of increases in property values being covered and a challenging property market. The City added additional excess Cyber liability coverage this year which provides an additional \$1 million in coverage for an annual premium of \$36,927.31. The remaining City annual insurance coverages include Commercial Crime and Deadly Weapons Response which increased from the prior years total of \$8,968 to \$12,349 an increase of \$3,381 or 37% primarily as a result of market increases as a whole.

Gtrans obtains its excess liability and vehicle physical damage insurance separately through the California Transit Systems Joint Powers Authority also known as the California Transit Indemnity Pool (CalTip). This pool is the result of the cooperative efforts of public transits acting collectively to meet their insurance needs. CalTip was created in 1987 and began providing liability coverage and has since added vehicle physical damage program to meet the needs of its members. Gtrans excess liability coverage through CalTip decreased from the prior years amount of \$555,087 to \$540,898 a decrease of \$14,189 or 3%. The Gtrans vehicle physical damage coverage through CalTip increased from the prior years amount of \$53,711 to \$56,193 an increase of \$2,482 or 5%.

Staff recommends that the City Council authorize the City Manager to purchase and bind insurance coverages for Fiscal Year 2023-2024 at a total cost of \$2,130,152.04 (See attached Exhibit A for Insurance Coverage details).

FINANCIAL IMPACT/COST:

Fiscal Year 2023-2024

FUND TYPE	AMOUNT
Liability Fund	\$1,260,056.03
Workers Compensation Fund	\$111,204.52
Gtrans Fund	\$758,891.49
Total	\$2,130,152.04

ATTACHMENTS:

[EXHIBIT A- Insurance Coverages 2023-2024.pdf](#)

APPROVED:



Clint Osorio, City Manager

EXHIBIT A

City of Gardena - Insurance Coverages 2023-2024

#	Effective Date	Expiration Date	Coverage Line	Insurance Company	Coverage	Deductible/SIR	23/24 Annual Premium
1	7/1/2023	7/1/2024	Commerical Property	APIP - Various Carriers	\$100,000,000	\$10,000	\$286,011.73
2	7/1/2023	7/1/2024	Commerical Crime (ACIP)	AIG	\$2,000,000	\$10,000	\$4,432
3	7/1/2023	7/1/2024	Deadly Weapon Response Program	Lloyd's of London	\$500,000	\$10,000	\$7,917
4	7/1/2023	7/1/2024	Liability Insurance for City	PRISM	\$25,000,000 xs SIR	\$750,000	\$1,035,845
5	7/1/2023	7/1/2024	Excess Workers Compensation	PRISM	Statutory Limit	\$750,000	\$161,928
6	7/1/2023	7/1/2024	Excess Cyber	Palomar Excess and Surplus Insurance Company	\$1,000,000 xs \$2M (APIP Cyber)	Follows APIP Cyber	\$36,927.31
7	7/1/2023	7/1/2024	GTrans Excess Liability	CalTIP	\$25,000,000 xs SIR	\$250,000	\$540,898.00
8	7/1/2023	7/1/2024	GTrans Vehicle Physical Damage	CalTIP	\$56,000,000	\$5,000-10,000	\$56,193.00
			TOTAL				\$2,130,152.04



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 13.A
Section: DEPARTMENTAL
ITEMS - COMMUNITY
DEVELOPMENT
Meeting Date: June 27, 2023

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

AGENDA TITLE: PUBLIC HEARING: RESOLUTION NO. 6636, For Vesting Tentative Map #1-22 (VTM #1-22) in accordance with Gardena Municipal Code Chapter 17.08, for the subdivision of airspace to create five condominium units for a property located in the Medium Residential Multiple-Family Residential (R-3) Zone that qualifies for an exemption for CEQA pursuant guidelines Section 15061(B)(3)
Project Location: 1715 West 149th Street (APN: 6103-022-091)
Applicant: FM Marketing & Properties, LLC

COUNCIL ACTION REQUIRED:

Staff Recommendation: Conduct a Public Hearing, allow three (3) minutes for each speaker, and Adopt Resolution No. 6636.

RECOMMENDATION AND STAFF SUMMARY:

On May 16, 2023, the Planning and Commission held a duly noticed public hearing for the subdivision of airspace to create five condominium units on the property at 1715 West 149th Street. At the end of the public hearing the Commission voted 4-0-0, adopting Resolution No. 9-23 and approving the project.

On May 23, 2023, Mayor Pro Tem Paulette Francis called for review of the project, which was seconded by Councilmember Wanda Love.

The staff report, resolution, and staff presentation provided to the Planning Commission are attached for further information regarding the project. An updated staff report has been prepared to show how the project is meeting the findings for approval of a vesting tentative tract map.

FINANCIAL IMPACT/COST:

None.

ATTACHMENTS:

[Planning Commission Staff Report, Resolution, and Presentation.pdf](#)
[City Council Staff Report.pdf](#)
[Attachment A - Resolution No. 6636.pdf](#)
[Exhibit A: Conditions of Approval.pdf](#)
[Exhibit B: VTM 83979 \(VTM #1-22\)](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is positioned above a horizontal line.

Clint Osorio, City Manager

CITY OF GARDENA
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION
STAFF REPORT

VESTING TENTATIVE MAP #1-22
AGENDA ITEM #6.B

DATE: May 16, 2023

TO: Chair Henderson and Members of the Planning and Environmental Quality Commission

FROM: Greg Tsujiuchi, Community Development Director

PREPARED BY: Kevin La, Planning Assistant

APPLICANT: FM Marketing & Properties, LLC (dba FM Marketing)
Represented by: Fahim Mansour

LOCATION: 1715 West 149th Street (APN: 6103-022-091)

REQUEST: A request for a vesting tentative map per Chapter 17.08 of the Gardena Municipal Code, for the subdivision of airspace to create five condominium units for a property located in the Medium Residential Multiple-Family Residential Zone (R-3) zone and direct staff to file a Notice of Exemption pursuant to Guidelines section 15061(b)(3).

BACKGROUND/SETTING

On November 28, 2022, the City received an application requesting the approval of a new vesting tentative map for the subdivision of the property at 1715 W. 149th Street to create five condominium units. The subject property is a 14,934-square-foot interior lot located on the north side of West 149th Street, between Western Avenue and Harvard Boulevard (Figure 1 – Zoning Map). The subject property previously received approval of a tentative map and a site plan review involving the development of a three-story townhome-style building with five units and the subdivision for condominium units. The building itself is already under construction.

Site Plan Review #1-18 (SPR #1-18) and Tentative Map #1-18 (TM #1-18 or Tentative Tract No. 82017) were originally approved by Planning Commission on July 3, 2018. In accordance with the conditions of approval by the Commission for Tentative Tract No. 82017, the final map was required to be recorded with the Los Angeles County Recorder's office within two years of the approval date. However, on December 2020, due to delays caused by the COVID-19 pandemic, the State passed a law giving an automatic 18-month

extension for all entitlements involving the development of housing units, including approvals of subdivision maps. Therefore, the Planning Commission's approval of Tentative Tract Map No. 82017 was set to expire on January 3, 2022.

On January 12, 2022, FM Marketing & Properties, LLC (FM Marketing), purchased the property from ANCOR Incorporated, the original applicant for Tentative Tract Map No. 82017. At that time the Commission's approval for the subdivision had already expired and FM Marketing was unable to record a final tract map. Now FM Marketing, the current applicant, is requesting approval for a new vesting tentative map, Vesting Tentative Map #1-22 (Vesting Tentative Tract Map No. 83979), to create five-condominium lots, as previously approved.

It should be noted that Site Plan Review #1-18 was utilized within a timely manner under the Planning Commission's original approval.

PROJECT DESCRIPTION

The subject property is a 14,934-square-foot interior lot located in the Medium Density Multiple-Family Residential (R-3) zoning district and is also surrounded by Medium Density Multiple-Family Residential (R-3) zoning to the north, east, south, and west. Adjacent land uses include multifamily and single-family dwelling units (Table 1). The site is currently under construction for the development of the townhome-style building with five units, each having a living area of 2,055 square feet. Each unit will be three stories: garage parking, one bedroom, one bathroom on the first floor, kitchen and living room on the second floor, and two to three bedrooms on the third floor. Additionally, each unit will have private patios on the first floor and a private balcony on the second floor. Communal open space will be provided in the northeast corner of the property (Figure 2 – Site Plan).

The applicant is proposing to subdivide the airspace within each unit for condominium purposes. Additionally, as required by the Public Works department, the applicant's proposal will include a seven-foot roadway easement to the City along West 149th Street, where the applicant will have to widen the street and eliminate part of the jut-out along the street. After this public right-of-way dedication, the subject property will have a total lot size of 14,283 square feet.

The applicant is requesting the approval of Vesting Tentative Map #1-22 for the subject parcel to create five condominium lots in accordance with Gardena Municipal Code ("GMC") Chapter 17.08. Staff recommends the Planning and Environmental Quality Commission approve the vesting tentative map. The analysis supports the findings set forth in the accompanying resolution

Figure 1 – Zoning Map



Table 1 – Surrounding Uses

	Zoning Designation	General Plan Land Use Designation	Existing Land Use
Project Site	R-3	Medium Residential	Vacant
North	R-3	Medium Residential	Multi-Family Units
South	R-3	Medium Residential	Single Family/ Multi-Family Units
East	R-3	Medium Residential	Multi-Family Units
West	R-3	Medium Residential	Multi-Family Units

VESTING TENTATIVE MAP #83979 (#1-22)

In accordance with the City of Gardena General Plan, including the Recreation Element, and in accordance with the Subdivision Map Act, specifically Government Code Section 66477, the City of Gardena requires either the dedication of land, the payment of fees, or a combination of both for the park or recreational purposes as a condition of the approval of a tentative or parcel map for residential subdivisions. When the Planning Commission approved the previous tentative map for the subject property, the dedication of land, or the payment of fees, was based on a formula that required a minimum acres of usable park area per 1000 persons residing within the subdivision. However, in 2020 the City Council adopted an amendment to Title 17 of the City's Municipal Code that established a uniform fee of \$10,000 per unit. Total in lieu park fees due is \$50,000 and shall be paid in full to the City prior to the final map.

The townhome parcels of the project will be regulated by specific covenants, conditions, and restrictions (CC&Rs) that are enforced by a Homeowners Association. The townhome owners will have mutual ownership of the “common” areas within the development and individual ownership of the “air space” within each unit. These areas will be delineated on a condominium plan document, which will be recorded by the County Recorder’s office along with the CC&Rs. The CC&Rs will be required to be reviewed and approved by the City Attorney’s office.

The State Subdivision Map Act includes a list of grounds for denial; if any one of the findings is made, the map must be denied:

1. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans (§ 66474 and § 66473.5).

The Land Use Plan of the City’s General Plan, designates the project site as Medium Density Residential Density and the Zoning Map designates the property as Medium Density Multiple Family (R-3). The proposed project involves five townhome units and is consistent with the Land Use Plan of the Community Development Element of the General Plan. Additionally, the Circulation Plan of the Community Development Element designates West 149th Street as a local street. Local streets are designed to provide vehicular, pedestrian, and bicycle access to individual parcels. As conditioned, the applicant will be making street improvements that will be consistent with the Circulation Plan. Additionally, allowing the five-unit townhome project would be consistent with the following goal and policy of the General Plan:

- Land Use Plan LU Goal 1 – preserve and protect existing single-family and low/medium-density residential neighborhoods while promoting the development of additional high-quality housing types in the City.
- Land Use Plan LU Policy 1.4 – Locate new medium- and high-density residential development near neighborhood and community shopping centers with commensurate high levels of community services and facilities.

Allowing the subject property to be divided creates five new condominium units, providing for more opportunities for home ownership within the City.

There are no applicable Specific Plans.

2. That the site is not physically suitable for the type of development (§ 66474).
 - The subject property is a 14,283-square-foot parcel that fronts West 149th Street to the south, and private property on all other sides. The townhome style structure was originally approved in 2018 under SPR #1-18, which showed that the development complied with the development standards of the R-3 zone per Gardena Municipal Code Chapter 18.16 as seen in Table-2.

Table 1 – Development Standards

Standard	Requirement	Proposed
Density (Maximum)		
<i>17 units/acre</i>	6 units (Maximum)	5 units
Unit Size (Minimum)*		
<i>Three or more bedroom units</i>	1,000 sq. ft.	2,055 sq. ft.
Setback (Minimum)		
<i>Front</i>	20 Feet	20 Feet
Standard	Requirement	Proposed
Setback (Minimum)		
<i>Side</i>	7.5 ft	19 ft
<i>Side</i>	7.5 ft	26 ft
<i>Rear</i>	7.5 ft	26.5 ft
Parking (Minimum)		
<i>Two or more Bedrooms (2 spaces per unit)</i>	10 spaces	10 spaces
<i>Guest Parking (0.5 space per unit)</i>	3 spaces	3 spaces
Storage Space (Minimum)*		
<i>120 cubic feet per unit</i>	120 cubic ft	1,000 cubic ft
Height (Maximum)	35 ft	32 ft
Open Space (Minimum)		
<i>Useable Open space (per unit)</i>	600 sq ft	650-660 sq ft
<i>Private Minimum (per unit)</i>	150 sq ft	350-360 sq ft
Total	3,000 sq ft	3,265 sq ft

* Development standards for minimum unit size and minimum storage space was amended in 2020 for properties in the R-3 zone. While the development on the site was not subject to these development standards at the time it was originally reviewed, the project still meets current standards.

3. That the site is not physically suitable for the proposed density of the development (§ 66474).
 - The site is 14,283 square feet, flat, and serviced by all necessary utilities. The zoning of the property allows for 17 units per acre, or six units, and was approved for five units. The site also provides adequate ingress and egress. Therefore, the site is physically suitable for the type and density of the proposed development.
4. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidable injure fish or wildlife or their habitat (§ 66474).
 - The property is currently under construction for the five unit structure. There is no substantial natural environment, fish, or wildlife in the area which will be harmed by the proposed project. Furthermore, the subdivision has been designed to provide adequate access for pedestrians and vehicles, guests and residents, and emergency access. The five-unit condominiums are not expected to create environmental damage or public health problems.
5. That the design of the subdivision or type of improvements is likely to cause serious public health problems (§ 66474).
 - The proposed subdivision will not cause serious public health problems as the density conforms to the R-3 zone and the permitted uses in the General Plan Zone and Land Use of the respective property.
6. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision (§ 66474).
 - The proposed subdivision is designed so, as not to interfere with public access easements given that the applicant agreed upon a seven-foot-wide easement, to provide the City of Gardena, for public road and right-of-way purposes.
7. The design of the subdivision does not provide for, to the extent feasible, future passive or natural heating and cooling opportunities (§ 66473.1)
 - During winter, a north/south alignment of parcels provides for southern exposure to the winter path of the Sun. During the summer, prevailing winds are west/southwest from the north (Los Angeles International Airport) and west from the south (Torrance Airport). The general direction of these prevailing winds can be expected to allow the development to benefit from natural and passive cooling opportunities in the summer. Therefore, the design of the proposed subdivision provides for the configuration of structures to provide for future passive or natural heating and cooling opportunities.

There are no grounds upon which to deny the map. Therefore, with the conditions of approval, the subdivision and subdivision design will be consistent with the General Plan and State Subdivision Map Act as supplemented by Title 17 of the Gardena Municipal Code.

ENVIRONMENTAL ASSESSMENT

The proposed project qualifies for an exemption from the provisions of the California Environmental Quality Act (CEQA), pursuant to Guidelines section 15061(b)(3) which states CEQA only applies to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity will have a significant effect, the activity is not subject to CEQA. The proposed project includes the subdivision of airspace within a five-unit townhome structure and does not add any physical development. The subdivision of airspace will not change the use or density of the property, therefore, it can be seen with certainty that there is no possibility that the project will have a significant effect.

Therefore, the project is exempt from CEQA.

NOTICING

The public hearing notice for Vesting Tentative Map #1-22 was published in the Gardena Valley News and mailed first class to owners and occupants within a 300-foot radius of the site on May 4, 2023. A copy of Proof of Publication and Affidavit of Mailing are on file in the office of the Community Development Department Room 101, City Hall and are considered part of the administrative record.

RECOMMENDATION

Staff recommends the Planning and Environmental Quality Commission to:

- 1) Open the public hearing;
- 2) Receive testimony from the public; and
- 3) Adopt Resolution No. PC 9-23 approving Vesting Tentative Map #1-22, subject to the attached conditions of approval, and directing staff to file a Notice of Exemption.

ATTACHMENTS

A – Resolution No. PC 9-23 with exhibits

Exhibit A: Conditions of Approval

Exhibit B: TTM 83979 (#1-22)

B – Notice of Public Hearing

RESOLUTION NO. PC 9-23

A RESOLUTION OF THE PLANNING AND ENVIRONMENTAL QUALITY COMMISSION OF THE CITY OF GARDENA, CALIFORNIA, APPROVING VESTING TENTATIVE MAP #1-22 (VTM #1-22) PER GARDENA MUNICIPAL CODE CHAPTER 17.08, FOR THE SUBDIVISION OF AIRSPACE TO CREATE FIVE CONDOMINIUM UNITS FOR A PROPERTY LOCATED IN THE MEDIUM RESIDENTIAL MULTIPLE-FAMILY RESIDENTIAL ZONE (R-3) ZONE AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION 15061(b)(3)

**1715 WEST 149TH STREET
(APN: 6003-002-091)**

THE PLANNING COMMISSION OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. RECITALS.

A. On January 10, 2018, an application was filed to construct a five-unit townhome development at the property located at 1715 West 149 Street (APN: 6103-022-091). The applicant's request included approval for of a site plan review (SPR #1-18) tentative map (TM #1-18);

B. On July 3, 2018, the Planning Commission held a public hearing at which time it considered all material and evidence, whether written or oral, and the Planning Commission approved SPR #1-18, TM #1-18, and directed Planning Staff to file a notice of exemption;

C. On October 9, 2018, Building permits were submitted to the Gardena Community Development Department, by ANCOR Incorporated, utilizing SPR #1-18.

D. On January 3, 2022, TM #1-18 had expired due to the fact that the previous applicant had not recorded a final tract map to Los Angeles County Recorder's office;

E. On November 28, 2022, FM Marketing & Properties, LLC (FM Marketing) submitted an application for Vesting Tentative Map #1-22 (VTM #1-22 or project) for the subdivision of airspace to create five-condominium lots (the "Project") located at 1715 West 149 Street (the "Property");

F. The General Plan Land Use Plan designation of the Subject Property is Medium Residential and the zoning is Medium Density Multiple-Family Residential (R-3);

G. The subject property is bounded by multifamily residential uses (R-3) to the north, east, and west and both multifamily and single-family residential uses (R-3) to the south;

H. On May 4, 2023, a public hearing was duly noticed for a Planning and Environmental Quality Commission meeting on May 16, 2023, at 7:00 PM at City Hall Council Chambers, 1700 West 162nd Street, Gardena;

I. On May 16, 2023, the Planning and Environmental Quality Commission held a public hearing at which time it considered all material and evidence, whether written or oral; and

J. In making the various findings set forth herein, the Planning and Environmental Quality Commission has considered all of the evidence presented by staff, the applicant, and the public, whether written or oral and has considered the procedures and the standards required by the Gardena Municipal Code.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF GARDENA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 2. VESTING TENTATIVE MAP NO. 83979 (VTM#1-22)

Vesting Tentative Map No. 83979, dated January 3, 2023, and shown on Exhibit B, dividing the Property into five condominium units is hereby approved, subject to the conditions of approval attached as Exhibit A, based on the fact that none of the findings which would prohibit the approval of a map are present and the map satisfies all of the requirements of the Gardena Municipal Code Chapter 17.08 and Government Codes 66474 and 66473.1, and 66473.5.

A. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans (Government Code § 66474 and § 66473.5);

The Land Use Plan of the City's General Plan, designates the Property as Medium Density Residential Density and the Zoning Map designates the Property as Medium Density Multiple Family (R-3). The Project involves five townhome units and is consistent with the Land Use Plan of the Community Development Element of the General Plan. Additionally, the Circulation Plan of the Community Development Element designates West 149th Street as a local street. Local streets are designed to provide vehicular, pedestrian, and bicycle access to individual parcels. As conditioned, the applicant will be making street improvements that will be consistent with the Circulation Plan. Additionally, the Project would be consistent with the following goal and policy of the General Plan:

- Land Use Plan LU Goal 1 – preserve and protect existing single-family and low/medium-density residential neighborhoods while promoting the development of additional high-quality housing types in the City.
- Land Use Plan LU Policy 1.4 – Locate new medium- and high-density residential development near neighborhood and community shopping centers with commensurate high levels of community services and facilities.

The Property would be divided to create five new condominium units, therefore, providing for more opportunities for home ownership within the City.

There are no applicable Specific Plans.

B. That the site is not physically suitable for the type of development (Government Code § 66474);

The Property is a 14,283-square-foot parcel that fronts West 149th Street to the south, and private property on all other sides. The townhome style structure was originally approved in 2018 under SPR #1-18, which showed that the development complied with the development standards of the R-3 zone per Gardena Municipal Code Chapter 18.16.

C. That the site is not physically suitable for the proposed density of the development (Government Code § 66474);

The Property is 14,283 square feet, flat, and serviced by all necessary utilities. The zoning of the Property allows for 17 units per acre, or six units, and was approved for five units. The Property also provides adequate ingress and egress. Therefore, the site is physically suitable for the type and density of the development.

D. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidable injure fish or wildlife or their habitat (Government Code § 66474);

The Property is currently under construction for the five-unit structure. There is no substantial natural environment, fish, or wildlife in the area which will be harmed by the project. Furthermore, the subdivision has been designed to provide adequate access for pedestrians and vehicles, guests and residents, and emergency access. The five-unit condominiums are not expected to create environmental damage or public health problems.

E. That the design of the subdivision or type of improvements is likely to cause serious public health problems (Government Code § 66474);

The subdivision will not cause serious public health problems as the density conforms to the R-3 zone and the permitted uses in the General Plan Zone and Land Use of the Property.

F. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision (Government Code § 66474);

The subdivision is designed so as not to interfere with public access easements given that the applicant agreed upon a seven-foot-wide easement, to provide the City of Gardena, for public road and right-of-way purposes.

G. The design of the subdivision does not provide for, to the extent feasible, future passive or natural heating and cooling opportunities (Government Code § 66473.1)

During winter, a north/south alignment of parcels provides for southern exposure to the winter path of the Sun. During the summer, prevailing winds are west/southwest from the north (Los Angeles International Airport) and west from the south (Torrance Airport). The general direction of these prevailing winds can be expected to allow the development to benefit from natural and passive cooling opportunities in the summer. Therefore, the design of the subdivision provides for the configuration of structures to provide for future passive or natural heating and cooling opportunities.

There are no grounds upon which to deny the map. Therefore, with the conditions of approval (Exhibit A), the subdivision and subdivision design will be consistent with the General Plan and State Subdivision Map Act as supplemented by Title 17 of the Gardena Municipal Code

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS

The Project qualifies for an exemption from the provisions of the California Environmental Quality Act (CEQA), pursuant to Guidelines section 15061(b)(3) which states CEQA only applies to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity will have a significant effect, the activity is not subject to CEQA. The Project includes the subdivision of airspace within a five-unit townhome structure and does not add any physical development. The subdivision of airspace will not change the use or density of the Property; therefore, it can be seen with certainty that there is no possibility that the project will have a significant effect.

Therefore, the project is exempt from CEQA. Staff is hereby directed to file a Notice of Exemption

SECTION 4. APPEAL.

The approvals granted by this Resolution may be appealed within 10 calendar days from the adoption of this resolution. All appeals must be in writing and filed with the City Clerk within this time period with the appropriate fee. Failure to file a timely written appeal will

constitute a waiver of any right of appeal. The City Council may also call this matter for review within the same time period.

SECTION 5. RECORD.

Each and every one of the findings and determinations in this Resolution is based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. All summaries of information in the findings which precede this section are based on the entire record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 6. CUSTODIAN OF RECORD.

The Custodian of Record for the proceedings relating to the Project is Greg Tsujiuchi, Community Development Director, City of Gardena, 1700 West 162nd Street, Gardena, California 90247. Mr. Tsujiuchi's email is gtsujiuchi@cityofgardena.org and his phone number is (310) 217-9530.

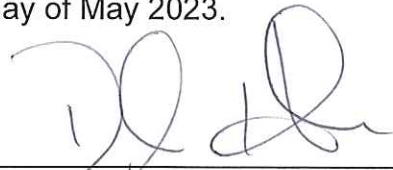
SECTION 7. EFFECTIVE DATE.

- A. The time to file an appeal pursuant to Title 17 of the Gardena Municipal Code is ten days from the date of adoption of this Resolution.
- B. This Resolution shall be effective on the eleventh date after adoption provided that no appeal is filed. Failure to file an appeal constitutes a failure to exhaust administrative remedies.

SECTION 8. CERTIFICATION.

The Secretary shall certify the passage of this resolution.

PASSED, APPROVED, AND ADOPTED this 16th day of May 2023.



DERYL HENDERSON, CHAIR
PLANNING AND ENVIRONMENTAL
QUALITY COMMISSION

ATTEST:



GREG TSUJIUCHI, SECRETARY
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CITY OF GARDENA

I, Greg Tsujiuchi, Planning and Environmental Quality Commission Secretary of the City of Gardena, do hereby certify the following:

1. That a copy of this Resolution and the Conditions of Approval (Exhibit A) will be sent to the applicant and to the City Council as a report of the findings and action of the Planning and Environmental Quality Commission; and
2. That the foregoing Resolution was duly adopted by the Planning and Environmental Quality Commission of the City of Gardena at a regular meeting thereof, held the 16th day of May 2023, by the following vote of the Planning and Environmental Quality Commission:

AYES: Langley, Kanhan, Wright-Scherr, Henderson

NOES:

ABSENT: Sherman

Attachments:

- Exhibit A: Conditions of Approval
- Exhibit B: VTM 83979 (#1-22)

Project

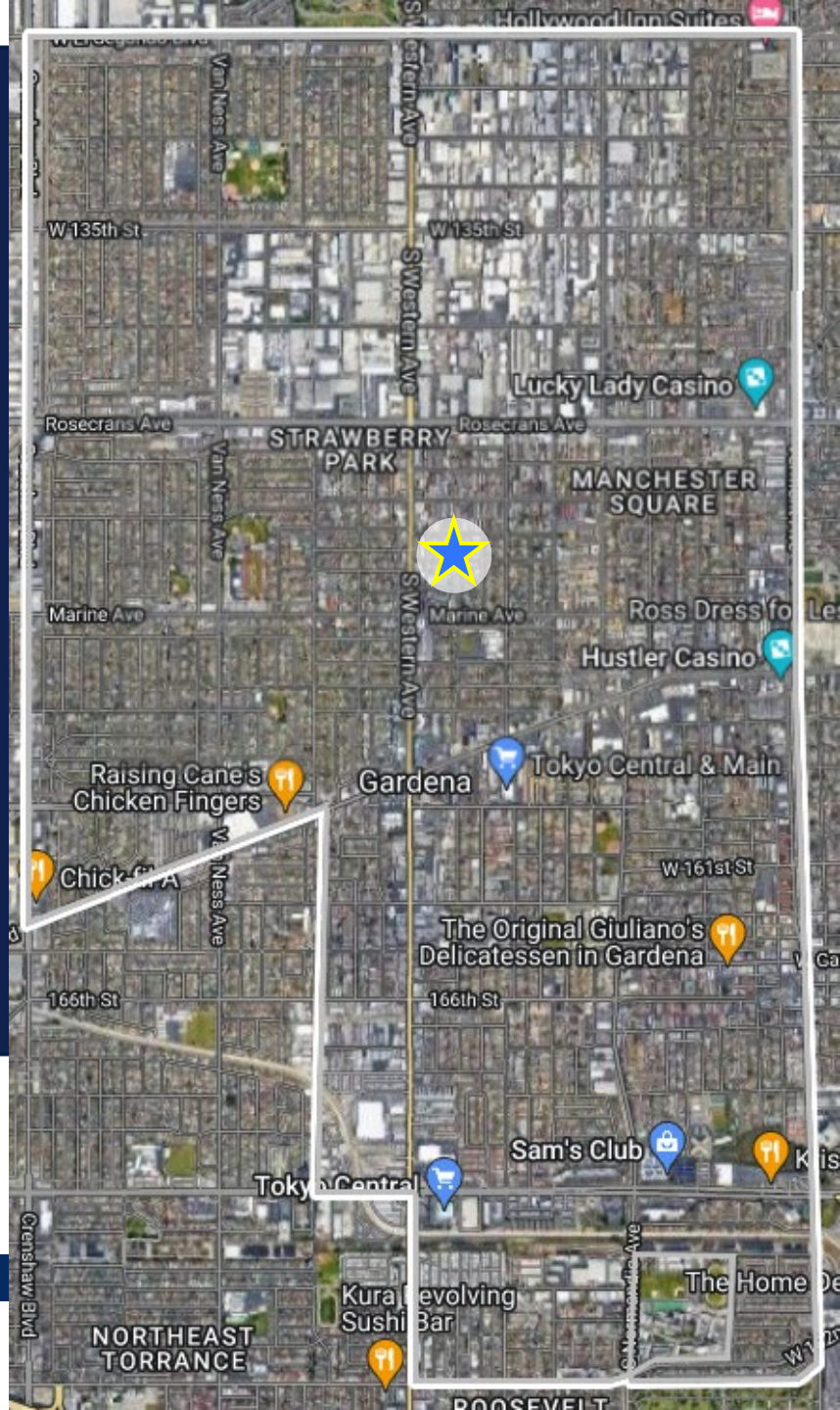
Vesting Tentative Map #1-22

A request for a vesting tentative map per Chapter 17.08 of the Gardena Municipal Code, for the subdivision of airspace to create five condominium units for a property located in the Medium Residential Multiple-Family Residential (R-3) Zone and direct staff to file a Notice of Exemption pursuant to Guidelines Section 15061(b)(3).

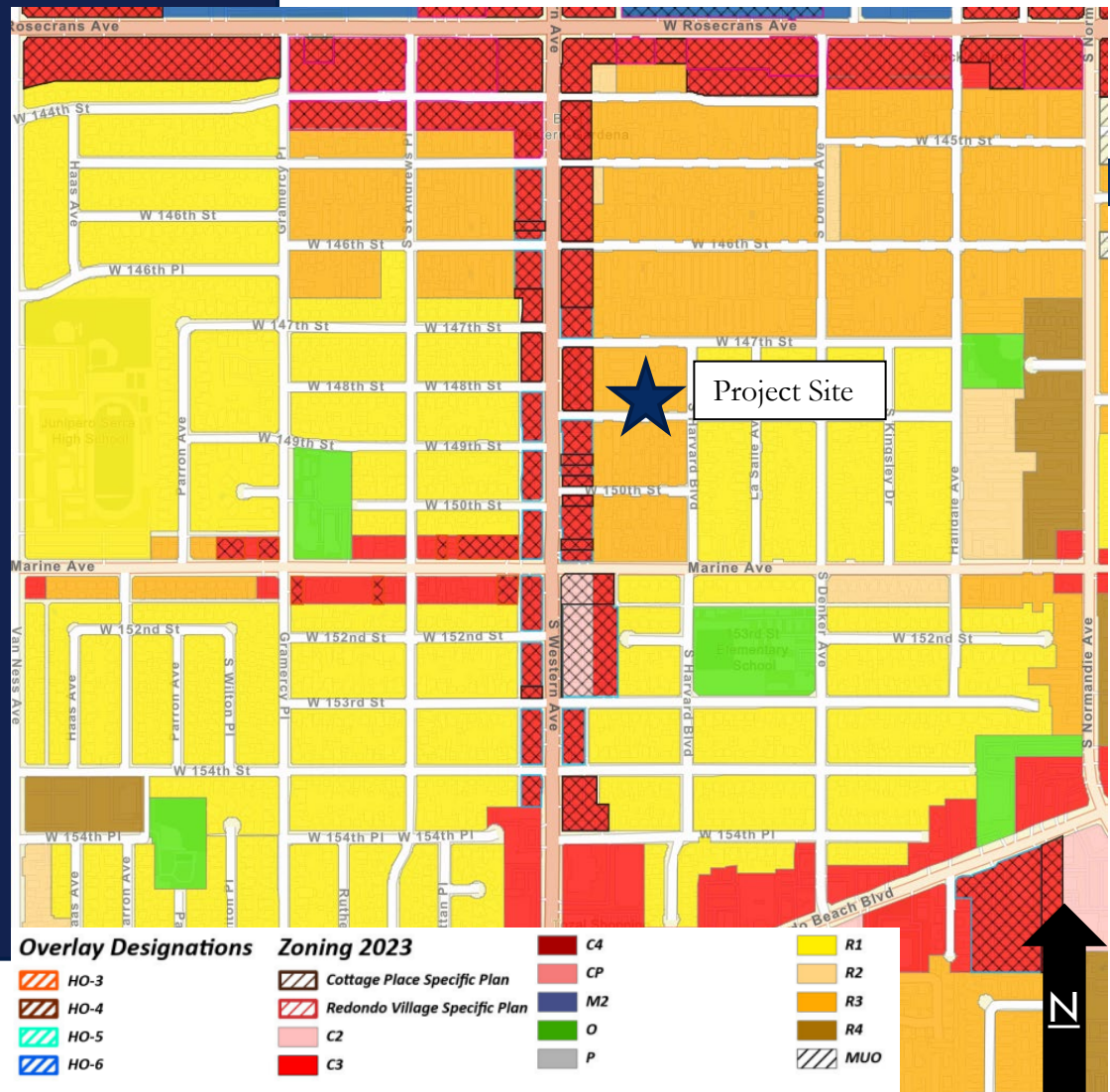


Vicinity Map

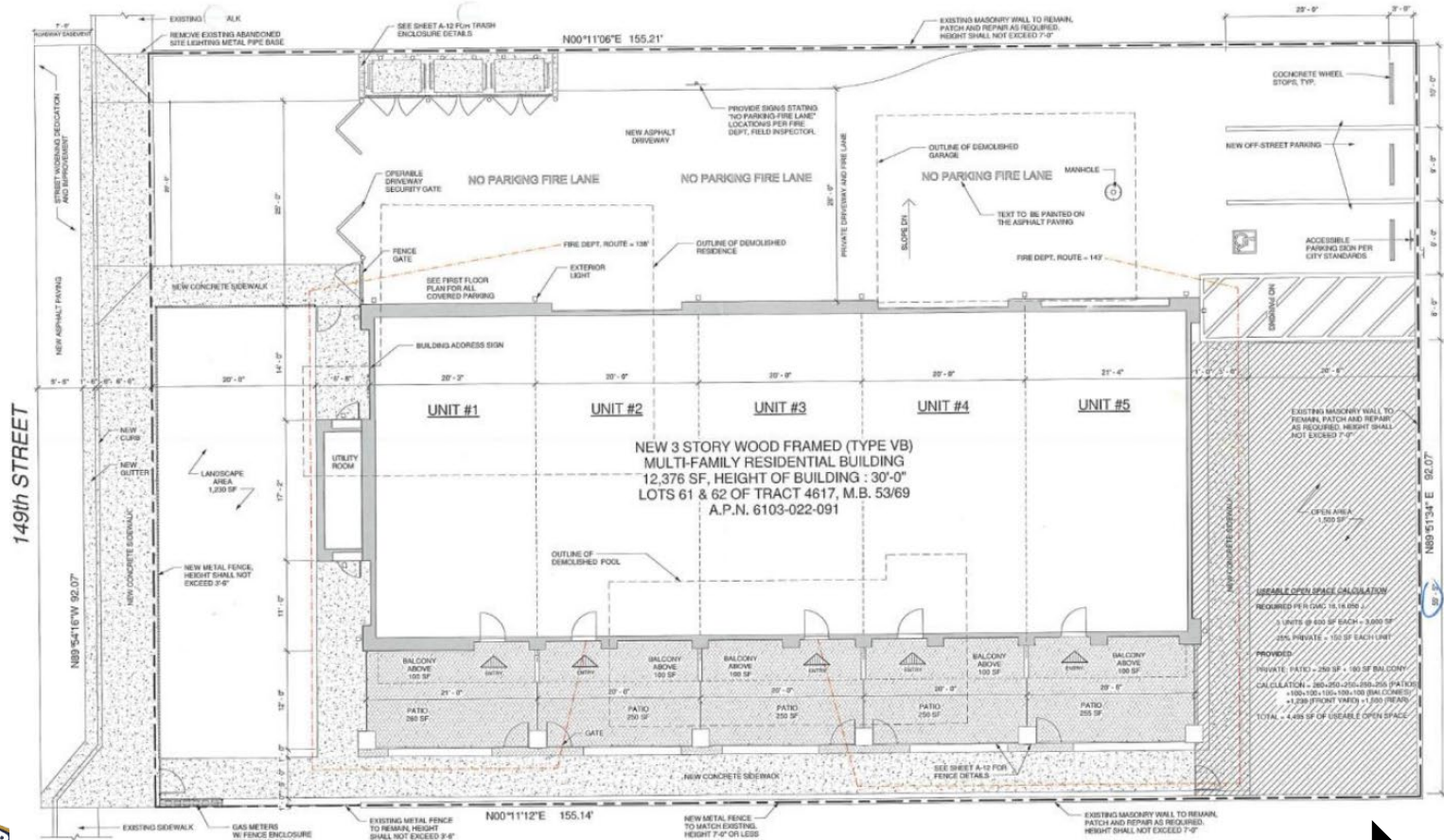
1715 W. 149th St.



Zoning Map



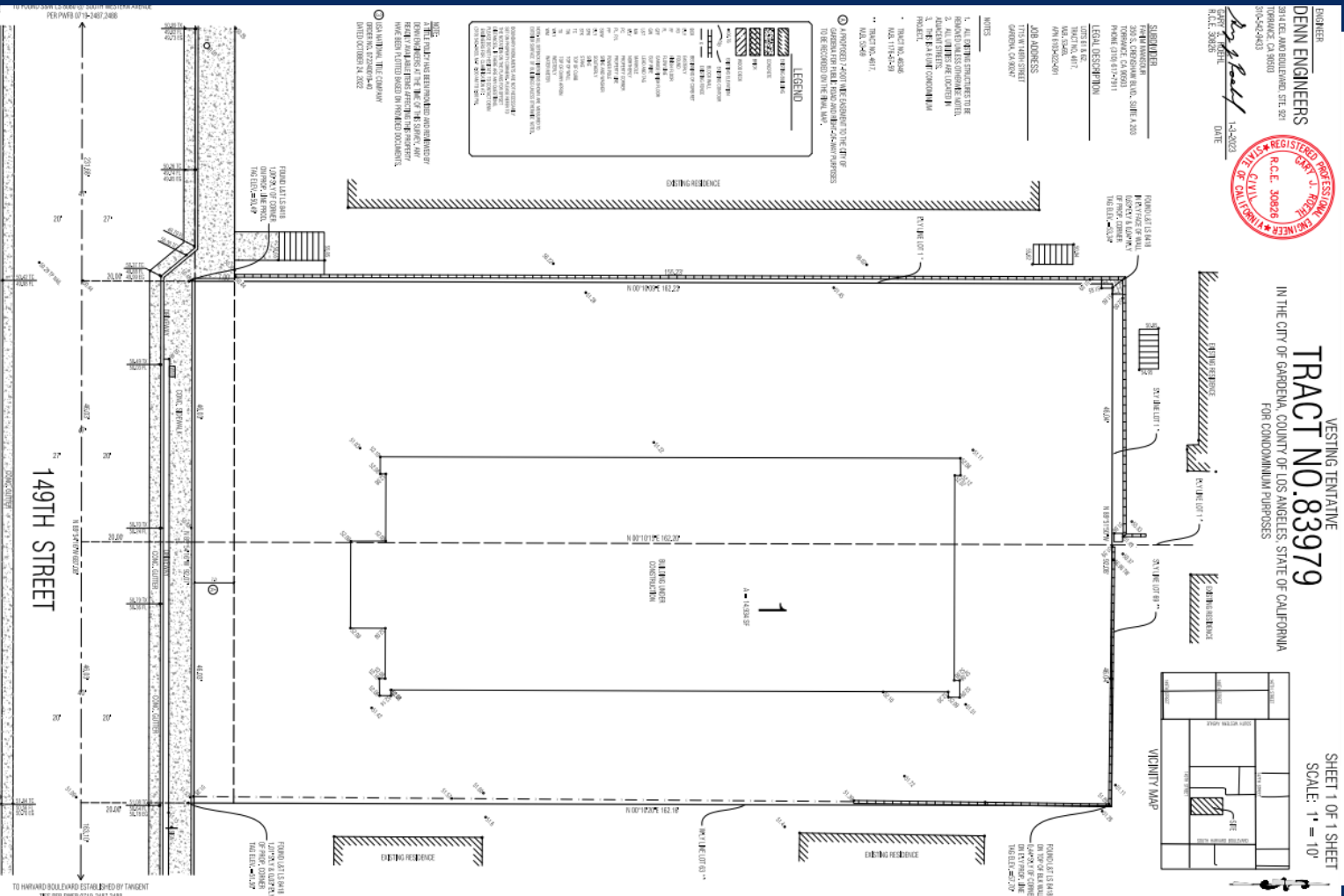
Site Plan



Existing Property



Vesting Tentative Map



Analysis

- The subdivision of airspace to create five unit condominiums require a vesting tentative map
 - ▣ Gardena Municipal Code 17.08
- 5 dwelling units permitted on the property in R-3 zone
 - ▣ Gardena Municipal Code 18.16.05.D
- Conditioned, by Public Works, for the applicant to include a 7-foot roadway easement to widen the street



Environmental Considerations

- ❑ The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Guideline Sections:
- ❑ 15061(b)(3) - No significant environmental implications
- ❑ Project includes the subdivision of airspace within a 5-unit townhome structure and does not add any physical development
- ❑ Subdivision of airspace will not change the use or density of the project; thus, no possibility that the project will have a significant effect



Public Noticing

- ❑ Public hearing notices were duly advertised in the Gardena Valley News and mailed to owners and occupants within 300' of the project site on May 4, 2023.
- ❑ To date, no letter regarding the project has been received





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

AGENDA STAFF REPORT

AGENDA TITLE:

PUBLIC HEARING: For Vesting Tentative Map #1-22 (VTM #1-22) in accordance with Gardena Municipal Code Chapter 17.08, for the subdivision of airspace to create five condominium units for a property located in the Medium Residential Multiple-Family Residential (R-3) Zone that qualifies for an exemption for CEQA pursuant guidelines Section 15061(B)(3)

Project Location: 1715 West 149th Street (APN: 6103-022-091)

Applicant: FM Marketing & Properties, LLC

RESOLUTION NO. 6636, Approving Vesting Tentative Map #1-22 (VTM #1-22) per Gardena Municipal Code Chapter 17.08, for the subdivision of airspace to create five condominium units for a property located in the Medium Residential Multiple-Family Residential (R-3) zone and directing staff to file a notice of exemption under the common sense exemption of CEQA guidelines Section 15061(b)(3)

RECOMMENDATION:

Staff respectfully recommends that Council conduct a Public Hearing, allow three (3) minutes for each speaker, and Adopt Resolution No. 6636.

BACKGROUND:

On May 16, 2023, the Planning and Commission held a duly noticed public hearing for the subdivision of airspace to create five condominium units on the property at 1715 West 149th Street. At the end of the public hearing the Commission voted 4-0-0, adopting Resolution No. 9-23 and approving the project.

On May 23, 2023, Mayor Pro Tem Paulette Francis called for review of the project, which was seconded by Councilmember Wanda Love.

PROJECT DESCRIPTION

The subject property is a 14,934-square-foot interior lot located in the Medium Density Multiple-Family Residential (R-3) zoning district and as are all surrounding properties. The site is currently under construction for the development of the townhome-style building with five units, each having a living area of 2,055 square feet. Each unit will be three stories: garage parking, one bedroom, one bathroom on the first floor, kitchen and living room on the second floor, and two to three bedrooms on the third floor. Additionally, each unit will have private patios on the first floor and a private balcony on the second floor.

The applicant is requesting the approval of Vesting Tentative Map #1-22 for the subject parcel to create five condominium lots in accordance with Gardena Municipal Code ("GMC") Chapter 17.08.

ANALYSIS

VESTING TENTATIVE MAP #83979 (VTM#1-22)

The purpose of the tentative map review is to identify those conditions that should be applied to each parcel to ensure that each parcel is designed so as to comply with the State Subdivision Map Act and good design practices. As stated above, the applicant proposes a Vesting Tentative Map (TM) for the five-unit townhome project.

In accordance with the City of Gardena General Plan, including the Open Space Plan, and in accordance with the Subdivision Map Act, specifically Government Code Section 66477, the City of Gardena requires either the dedication of land, the payment of in-lieu fees, or a combination of both for the park or recreational purposes as a condition of the approval of a tentative or parcel map for residential subdivisions. In accordance with Resolution No. 6433, the applicant will be required to pay a total of \$10,000 per unit. Total in lieu park fee for this project is \$50,000. Payment will be paid in full to the City prior to final map recordation.

The townhome parcels of the project will be regulated by specific covenants, conditions, and restrictions (CC&Rs) that are enforced by a Homeowners Association. The townhome owners will have mutual ownership of the "common" areas within the development and individual ownership of the "air space" within each unit. These areas will be delineated on a condominium plan document, which will be recorded by the County Recorder's office along with the CC&Rs. The CC&Rs will be required to be reviewed and approved by the City Attorney's office.

The State Subdivision Map Act includes a list of grounds for denial; if any one of the findings is made, the map must be denied:

- A. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans (Government Code § 66474 and § 66473.5);**

The Land Use Plan of the City's General Plan, designates the Property as Medium Density Residential Density and the Zoning Map designates the Property as Medium Density Multiple Family (R-3). The Project involves five townhome units and is consistent with the Land Use Plan of the Community Development Element of the General Plan. Additionally, the Circulation Plan of the Community Development Element designates West 149th Street as a local street. Local streets are designed to provide vehicular, pedestrian, and bicycle access to individual parcels. As conditioned, the applicant will be making street improvements that will be consistent with the Circulation Plan. Additionally, the Project would be consistent with the following goal and policy of the General Plan:

- Land Use Plan LU Goal 1 – preserve and protect existing single-family and low/medium-density residential neighborhoods while promoting the development of additional high-quality housing types in the City.
- Land Use Plan LU Policy 1.4 – Locate new medium- and high-density residential development near neighborhood and community shopping centers with commensurate high levels of community services and facilities.

The Property would be divided to create five new condominium units, therefore, providing for more opportunities for home ownership within the City. Approval of the vesting map allows the City to require CC&Rs to better insure that the property is well-maintain There are no applicable Specific Plans.

B. That the site is not physically suitable for the type of development (Government Code § 66474);

The Property is a 14,283-square-foot parcel that fronts West 149th Street to the south, and private property on all other sides. The townhome style structure was originally approved in 2018 under SPR #1-18, which showed that the development complied with the development standards of the R-3 zone per Gardena Municipal Code Chapter 18.16. Allowing the units under construction to be legally divided as condominiums does not change this analysis.

C. That the site is not physically suitable for the proposed density of the development (Government Code § 66474);

The Property is 14,283 square feet, flat, and serviced by all necessary utilities. The zoning of the Property allows for 17 units per acre, or six units, and was approved for five units. The Property also provides adequate ingress and egress. Therefore, the site is physically suitable for the type and density of the development. Allowing the units under construction to be legally divided as condominiums does not change this analysis.

D. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidable injure fish or wildlife or their habitat (Government Code § 66474);

The Property is currently under construction for the five-unit structure. There is no substantial natural environment, fish, or wildlife in the area which will be harmed by the project. Furthermore, the subdivision has been designed to provide

adequate access for pedestrians and vehicles, guests and residents, and emergency access. The five-unit condominiums are not expected to create environmental damage or public health problems.

E. That the design of the subdivision or type of improvements is likely to cause serious public health problems (Government Code § 66474);

The subdivision will not cause serious public health problems as the density conforms to the R-3 zone and the permitted uses in the General Plan Zone and Land Use of the Property.

F. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision (Government Code § 66474);

The subdivision is designed so as not to interfere with public access easements given that the applicant agreed upon a seven-foot-wide easement, to provide the City of Gardena, for public road and right-of-way purposes.

G. The design of the subdivision does not provide for, to the extent feasible, future passive or natural heating and cooling opportunities (Government Code § 66473.1)

During winter, a north/south alignment of parcels provides for southern exposure to the winter path of the Sun. During the summer, prevailing winds are west/southwest from the north (Los Angeles International Airport) and west from the south (Torrance Airport). The general direction of these prevailing winds can be expected to allow the development to benefit from natural and passive cooling opportunities in the summer. Therefore, the design of the subdivision provides for the configuration of structures to provide for future passive or natural heating and cooling opportunities.

CEQA

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to the common sense exemption of CEQA Guidelines 15061(b)(3) because it can be seen with certainty that there will not be any possibility that approving the Vesting Tentative Map will have any significant impact on the environment. Allowing the map to be placed on the property for purposes of creating condominium units does not have any physical impacts as it merely changes the way in which the buildings which are already under construction can be owned.

NOTICING

The public hearing notice for Vesting Tentative Map #1-22 was published in the Gardena Valley News and mailed first class to owners and occupants within a 300-foot radius of the site on June 15, 2023. A copy of Proof of Publication and Affidavit of Mailing are on file in the office of the Community Development Department Room 101, City Hall and are considered part of the administrative record.

FISCAL IMPACT

None.

IN CONCLUSION, Staff respectfully recommends that Council conduct a public hearing, allow three (3) minutes for each speaker, and Adopt Resolution No. 6636.

Submitted by: Amanda Acuna Date: June 22, 2023

Attachment

A – Resolution No. 6636

Exhibit A: Conditions of Approval

Exhibit B: VTM 83979 (VTM #1-22)

B – Public Hearing Notice

RESOLUTION NO. 6636

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING VESTING TENTATIVE MAP #1-22 (VTM #1-22) PER GARDENA MUNICIPAL CODE CHAPTER 17.08, FOR THE SUBDIVISION OF AIRSPACE TO CREATE FIVE CONDOMINIUM UNITS FOR A PROPERTY LOCATED IN THE MEDIUM RESIDENTIAL MULTIPLE-FAMILY RESIDENTIAL ZONE (R-3) ZONE AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION UNDER THE COMMON SENSE EXEMPTION OF CEQA GUIDELINES SECTION 15061(b)(3)

WHEREAS, On January 10, 2018, an application was filed to construct a five-unit townhome development at the property located at 1715 West 149 Street (APN: 6103-022-091). The applicant's request included approval for of a site plan review (SPR #1-18) tentative map (TM #1-18); and

WHEREAS, On July 3, 2018, the Planning Commission held a public hearing at which time it considered all material and evidence, whether written or oral, and the Planning Commission approved SPR #1-18, TM #1-18, and directed Planning Staff to file a notice of exemption; and

WHEREAS, In August of 2022, building permits were issued for the development of the townhome style residential structure, utilizing SPR #1-18; and

WHEREAS, On January 3, 2022, TM #1-18 expired due to the fact that the previous applicant had not recorded a final tract map to Los Angeles County Recorder's office; and

WHEREAS, On November 28, 2022, FM Marketing & Properties, LLC (FM Marketing) submitted an application for Vesting Tentative Map #1-22 (VTM #1-22) for the subdivision of airspace to create five-condominium lots (the "Project") located at 1715 West 149 Street (the "Property"); and

WHEREAS, The General Plan Land Use Plan designation of the Subject Property is Medium Residential and the zoning is Medium Density Multiple-Family Residential (R-3); and

WHEREAS, The subject property is bounded by multifamily residential uses (R-3) to the north, east, and west and both multifamily and single-family residential uses (R-3) to the south; and

WHEREAS, on May 16, 2023, the Planning Commission held a public hearing at which time it considered all evidence presented, both written and oral after which it adopted Resolution No. PC 9-23 approving the vesting tentative map; and

RESOLUTION NO. 6636

WHEREAS, On May 23, 2023, Mayor Pro Tem Francis called for review of the project, which was seconded may Councilmember Love; and

WHEREAS, on June 15, 2023, a public hearing was duly noticed for the City Council meeting of June 27, 2023, at which time it held a public hearing; and

WHEREAS, in making the various findings set forth herein, the City Council has considered all of the evidence presented by staff, the applicant, and the public, whether written or oral, and has considered the procedures and the standards required by the Gardena Municipal Code;

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

SECTION 1. VESTING TENTATIVE MAP NO. 83979 (VTM#1-22)

Vesting Tentative Map No. 83979, dated January 3, 2023, and shown on Exhibit B, dividing the Property into five condominium units is hereby approved, subject to the conditions of approval attached as Exhibit A, based on the fact that none of the findings which would prohibit the approval of a map are present and the map satisfies all of the requirements of the Gardena Municipal Code Chapter 17.08 and Government Codes 66474 and 66473.1, and 66473.5.

A. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans (Government Code § 66474 and § 66473.5);

The Land Use Plan of the City's General Plan, designates the Property as Medium Density Residential Density and the Zoning Map designates the Property as Medium Density Multiple Family (R-3). The Project involves five townhome units and is consistent with the Land Use Plan of the Community Development Element of the General Plan. Additionally, the Circulation Plan of the Community Development Element designates West 149th Street as a local street. Local streets are designed to provide vehicular, pedestrian, and bicycle access to individual parcels. As conditioned, the applicant will be making street improvements that will be consistent with the Circulation Plan. Additionally, the Project would be consistent with the following goal and policy of the General Plan:

- Land Use Plan LU Goal 1 – preserve and protect existing single-family and low/medium-density residential neighborhoods while promoting the development of additional high-quality housing types in the City.
- Land Use Plan LU Policy 1.4 – Locate new medium- and high-density residential development near neighborhood and community shopping centers with commensurate high levels of community services and facilities.

RESOLUTION NO. 6636

The Property would be divided to create five new condominium units, therefore, providing for more opportunities for home ownership within the City. Approval of the vesting map allows the City to require CC&Rs to better insure that the property is well-maintained.

There are no applicable Specific Plans.

B. That the site is not physically suitable for the type of development (Government Code § 66474);

The Property is a 14,283-square-foot parcel that fronts West 149th Street to the south, and private property on all other sides. The townhome style structure was originally approved in 2018 under SPR #1-18, which showed that the development complied with the development standards of the R-3 zone per Gardena Municipal Code Chapter 18.16. Allowing the units under construction to be legally divided as condominiums does not change this analysis.

C. That the site is not physically suitable for the proposed density of the development (Government Code § 66474);

The Property is 14,283 square feet, flat, and serviced by all necessary utilities. The zoning of the Property allows for 17 units per acre, or six units, and was approved for five units. The Property also provides adequate ingress and egress. Therefore, the site is physically suitable for the type and density of the development. Allowing the units under construction to be legally divided as condominiums does not change this analysis.

D. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidable injure fish or wildlife or their habitat (Government Code § 66474);

The Property is currently under construction for the five-unit structure. There is no substantial natural environment, fish, or wildlife in the area which will be harmed by the project. Furthermore, the subdivision has been designed to provide adequate access for pedestrians and vehicles, guests and residents, and emergency access. The five-unit condominiums are not expected to create environmental damage or public health problems.

E. That the design of the subdivision or type of improvements is likely to cause serious public health problems (Government Code § 66474);

The subdivision will not cause serious public health problems as the density conforms to the R-3 zone and the permitted uses in the General Plan Zone and Land Use of the Property.

F. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision (Government Code § 66474);

RESOLUTION NO. 6636

The subdivision is designed so as not to interfere with public access easements given that the applicant agreed upon a seven-foot-wide easement, to provide the City of Gardena, for public road and right-of-way purposes.

G. The design of the subdivision does not provide for, to the extent feasible, future passive or natural heating and cooling opportunities (Government Code § 66473.1)

During winter, a north/south alignment of parcels provides for southern exposure to the winter path of the Sun. During the summer, prevailing winds are west/southwest from the north (Los Angeles International Airport) and west from the south (Torrance Airport). The general direction of these prevailing winds can be expected to allow the development to benefit from natural and passive cooling opportunities in the summer. Therefore, the design of the subdivision provides for the configuration of structures to provide for future passive or natural heating and cooling opportunities.

There are no grounds upon which to deny the map. Therefore, with the conditions of approval (Exhibit A), the subdivision and subdivision design will be consistent with the General Plan and State Subdivision Map Act as supplemented by Title 17 of the Gardena Municipal Code

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS

The Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the common sense exemption of CEQA Guidelines 15061(b)(3) because it can be seen with certainty that there will not be any possibility that approving the Vesting Tentative Map will have any significant impact on the environment. Allowing the map to be placed on the property for purposes of creating condominium units does not have any physical impacts as it merely changes the way in which the buildings which are already under construction can be owned.

Staff is hereby directed to file a Notice of Exemption.

SECTION 3. Certification. The City Clerk shall certify the passage of this resolution.

SECTION 4. Record of Proceedings. The record of these proceedings can be found at the Community Development Department, Room 101, 1700 West 162nd Street, Gardena, California. The Director of Community Development is the custodian of such record.

SECTION 5. Effective Date. This Resolution shall be effective immediately.

RESOLUTION NO. 6636

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

Passed, approved, and adopted this 27th day of June, 2023.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

Carmen Vasquez

CARMEN VASQUEZ, City Attorney

- Exhibit A: Conditions of Approval
- Exhibit B: VTM 83979 (#1-22)

EXHIBIT A

CITY OF GARDENA

TENTATIVE TRACT MAP NO. 83979 (VTM #1-22)

GENERAL CONDITIONS

- GC 1. The Applicant accepts all of the conditions of approval set forth in this document and shall sign the acknowledgment. Proof of compliance shall be submitted to the Community Development Office, prior to issuance of any construction permit.
- GC 2. Development of this site shall comply with the requirements and regulations of Title 15 (Building and Construction) and Title 17 (Subdivisions) of the Gardena Municipal Code
- GC 3. The applicant shall comply with all written policies, resolutions, ordinances, and all applicable laws in effect at time of approval. The conditions of approval shall supersede all conflicting notations, specifications, and dimensions which may be shown on the project development plans.
- GC 4. The applicant shall provide the City with a draft of the Covenants, Conditions and Restrictions (CC&Rs) which shall apply to the townhomes for review and approval prior to approval of the final map or issuance of a certificate of occupancy. The CC&Rs shall include, at a minimum, the following provisions, as may be further detailed in conditions GC 5 to GC 16 as well as any other conditions identified in this document to be included in the CC&Rs.
- GC 5. Any revisions to the CC&Rs shall require prior city approval.
- GC 6. Maintenance and repair obligations of all private streets/driveways.
- GC 7. Maintenance and repair obligations of all open spaces and Common Area.
- GC 8. Prohibition against outdoor storage.
- GC 9. Prohibition against alterations to architectural treatments.
- GC 10. Requirement that all garage spaces be maintained in such a manner as to be able to be used for parking of two cars.
- GC 11. Prohibition against parking in driveway areas and in front of garages.
- GC 12. All exterior lighting shall be designed, arranged, directed, or shielded in such a manner as to contain direct illumination on-site, thereby preventing excess illumination and light spillover onto adjoining land uses and/or roadways.
- GC 13. Prohibition against residents using guest parking spaces.
- GC 14. Residents' vehicles shall be stored in the garages at all times while on the site. Residents shall not be allowed to use Guest Parking for their own vehicles.
- GC 15. The entire site, all walls and fencing, and all building walls shall be maintained at all times free and clear of litter, rubbish, debris, weeds and graffiti. Graffiti

shall be removed within 24 hours and if paint is used to cover the graffiti, it shall be of the same color and texture as the building wall.

When the draft of the CC&Rs is provided to the City for review, it shall be accompanied by a table specifying where each of the above conditions can be found

- GC 16. California Government Section 66020(d)(1) requires that the project applicant be notified of all fees, dedications, reservations and other exactions imposed on the development for purposes of defraying all or a portion of the cost of public facilities related to development. Fees for regulatory approvals, including Planning processing fees, building permit fees and park development fees under Government Code section 66477, are not included under this noticing requirement. The applicant has ninety (90) days from the date of adoption of this Resolution to protest the impositions described above. The applicant is also notified of the 180-day period from the date of this notice during which time any suit to protest impositions.
- GC 17. The site layout shall be in accordance with the submitted plans dated January 3, 2023 and the approved project plans of SPR #1-18, approved by the Planning and Environmental Quality Commission. The final completed project shall be in substantial compliance with the plans upon which the Commission based its decision, as modified by such decision. Minor modifications or alterations to the subdivision of air space shall be subject to the review and approval of the Community Development Director.
- GC 18. The applicant shall reimburse the City for all attorney's fees spent in processing the project application, including but not limited to review of all documents required by these conditions of approval.
- GC 19. The applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any claim, action, or proceeding, damages, costs (including, without limitation, attorney's fees), injuries, or liability against the City or its agents, officers, or employees arising out of the City's approval of Vesting Tentative Map #1-22, and the subsequent Notice of Exemption. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Although the applicant is the real party in interest in an action, the City may, at its sole discretion, participate in the defense of any action with the attorneys of its own choosing, but such participation shall not relieve the applicant of any obligation under this condition, including the payment of attorney's fees.

VESTING TENTATIVE MAP

- VTM 1. The final tract map shall be recorded with the Los Angeles County Recorder's office within a period not to exceed twenty-four (24) months from the date of approval, unless an extension is granted in accordance with Gardena Municipal Code section 17.08.070 or by State law. If said map is not recorded within such time, the life of the map shall be deemed expired and said approval shall be considered null and void.
- VTM 2. The tentative tract map shall conform to the provisions of the State Subdivision Map Act and Title 17 of the Gardena Municipal Code (Subdivisions).
- VTM 3. In accordance with Section 17.08.170 of the Gardena Municipal Code, the applicant shall dedicate all necessary rights-of-way for public improvements and shall construct such improvements at no cost to the City. Such improvements may include, but not be limited to, site grading and drainage, new sidewalk, curb and gutter, driveways, street trees, roadway paving, street lights, traffic control devices, gas mains, electric power lines, telephone and cable lines, all of which shall be installed in accordance with the specifications of the Public Works Department. All utilities shall be underground.
- VTM 4. Pursuant to Government Code § 66495, at least one exterior boundary line of the land being subdivided must be adequately monumented or referenced before the map is recorded.
- VTM 5. Prior to initial phase associated with building construction, all above ground and underground infrastructure shall be installed.
- VTM 6. The applicant shall pay in lieu park fees in accordance with Chapter 17.20 of the Gardena Municipal Code which requires a payment of \$10,000 per unit for market rate units. Total in lieu park fees due is \$50,000 and shall be paid in full to the City prior to final map.

BUILDING

- BS1. The project shall comply with all applicable portions of the 2022 California Building Standards Code (Title 24, California Code of Regulations; parts 1 through 12), as adopted and amended by the City of Gardena.
- BS2. The approval of plans and specifications does not permit the violation of any section of the Building Code, City Ordinances, and/or State Law.
- BS3. The CC&Rs shall require the Homeowners Association to maintain the parking lot and striping in good condition.

PUBLIC WORKS

- PW1. The applicant shall remove and replace all existing concrete sidewalk in front of the project site.
- PW2. The applicant shall remove and replace all existing concrete curb and gutter in front of the project site.
- PW3. The applicant shall remove all abandoned driveways and replace with new curb, gutter and sidewalk in front of the project site.
- PW4. The applicant shall remove and replace AC pavements to match westerly cross section of West 149th Street.
- PW5. The applicant shall plant street trees per the Master Street Tree Plan of the City of Gardena.
- PW6. The applicant shall install street improvements along a seven-foot strip on the south side of the property and provide an easement to the City for such property. Prior to commencing improvements, the applicant shall submit a street improvement plan to Gardena's Department of Public Works showing all sidewalk structures on plans (i.e. the pole, hydrants, and traffic signal conduit) and all requirements including seven-foot widening of West 149th Street. Street improvement plans shall be designed and signed by a registered Civil Engineer and approved by the Public Works Department.
- PW7. A Public Works Encroachment/Excavation permit shall be required.

LOS ANGELES COUNTY FIRE DEPARTMENT

- FD1. The roadway shall be extended to within 150 feet of all portions of the exterior walls when measured by an unobstructed route around the exterior of the building.
- FD2. The applicant shall provide minimum unobstructed width 26 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6 of the Los Angeles County Fire Code, and an unobstructed vertical clearance "clear to sky" Fire Department vehicular access to within 150 feet of all portions of the exterior walls of the first story of the building (Los Angeles County Fire Code 503.1.1 and 503.2.2).
- FD3. All required public fire hydrants shall be installed, tested and accepted prior to beginning construction (Los Angeles County Fire Code 501.4).
- FD4. Three copies of the Final Map shall be submitted to the County of Los Angeles Fire Department Fire Prevention Land Development Unit for review and approval prior to recordation.
- FD5. Private driveways shall be indicated on the final map as "Private Driveway and Fire Lane" with the widths clearly depicted and shall be maintained in

accordance with the Fire Code. All required fire hydrants shall be installed, tested and accepted prior to construction.

FM Marketing & Properties, LLC certifies that he/it has read, understood, and agrees to the Project Conditions listed herein.

FM Marketing & Properties, LLC, Representative

By

Date

ENGINEER

DENN ENGINEERS

3914 DEL AMO BOULEVARD, STE. 921
TORRANCE, CA 90503
310-542-9433

Gary J. Roehl

GARY J. ROEHL
R.C.E. 30826

1-3-2023

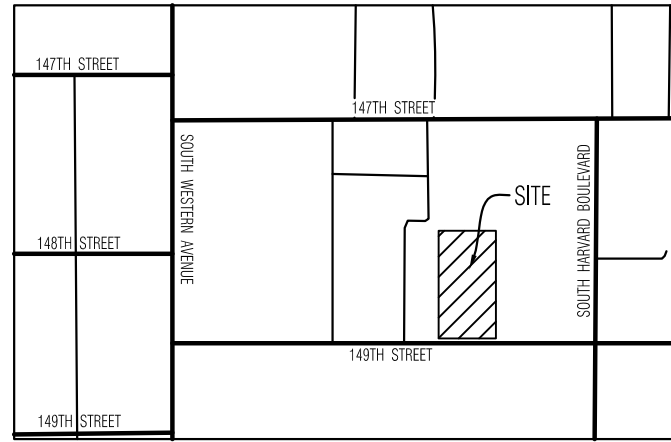
DATE



VESTING TENTATIVE
TRACT NO.83979
IN THE CITY OF GARDENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

SHEET 1 OF 1 SHEET

SCALE: 1" = 10'



VICINITY MAP

SUBDIVIDER

FAHIM MANSOUR
350 S. CRENSHAW BLVD., SUITE A 203
TORRANCE, CA 90503
PHONE (310) 617-7911

LEGAL DESCRIPTION

LOTS 61 & 62,
TRACT NO. 4617,
M.B. 53-69,
APN 6103-022-091

JOB ADDRESS

1715 W 149TH STREET
GARDENA, CA 90247

NOTES

1. ALL EXISTING STRUCTURES TO BE REMOVED UNLESS OTHERWISE NOTED.
2. ALL UTILITIES ARE LOCATED IN ADJACENT STREETS.
3. THIS IS A 6 UNIT CONDOMINIUM PROJECT.

* TRACT NO. 46346
M.B. 1176-57-59

** TRACT NO. 4617,
M.B. 53-69

- Ⓐ A PROPOSED 7-FOOT WIDE EASEMENT TO THE CITY OF GARDENA FOR PUBLIC ROAD AND RIGHT-OF-WAY PURPOSES TO BE RECORDED ON THE FINAL MAP.

LEGEND

- EXISTING BUILDING
- CONCRETE
- BRICK
- WOOD DECK
- EXISTING ELEVATION
- EXISTING CONTOUR
- BLOCK WALL
- EXISTING FENCE
- BCR BEGINNING OF CURB RET
- ELY EASTERLY
- FD FOUND
- FF FINISH FLOOR
- FL FLOW LINE
- GFF GARAGE FINISH FLOOR
- GW GUY WIRE
- L&T LEAD AND TAG
- MH MANHOLE
- NLY NORTHERLY
- PC PROPERTY CORNER
- PL P/L
- PP POWER POLE
- S&W SPRING AND WASHER
- SLY SOUTHERLY
- SPK SPIKE
- STK STAKE
- TC TOP OF CURB
- TW TOP OF WALL
- TX TOP OF DRAIN APRON
- WLY WESTERLY
- WM WATER METER

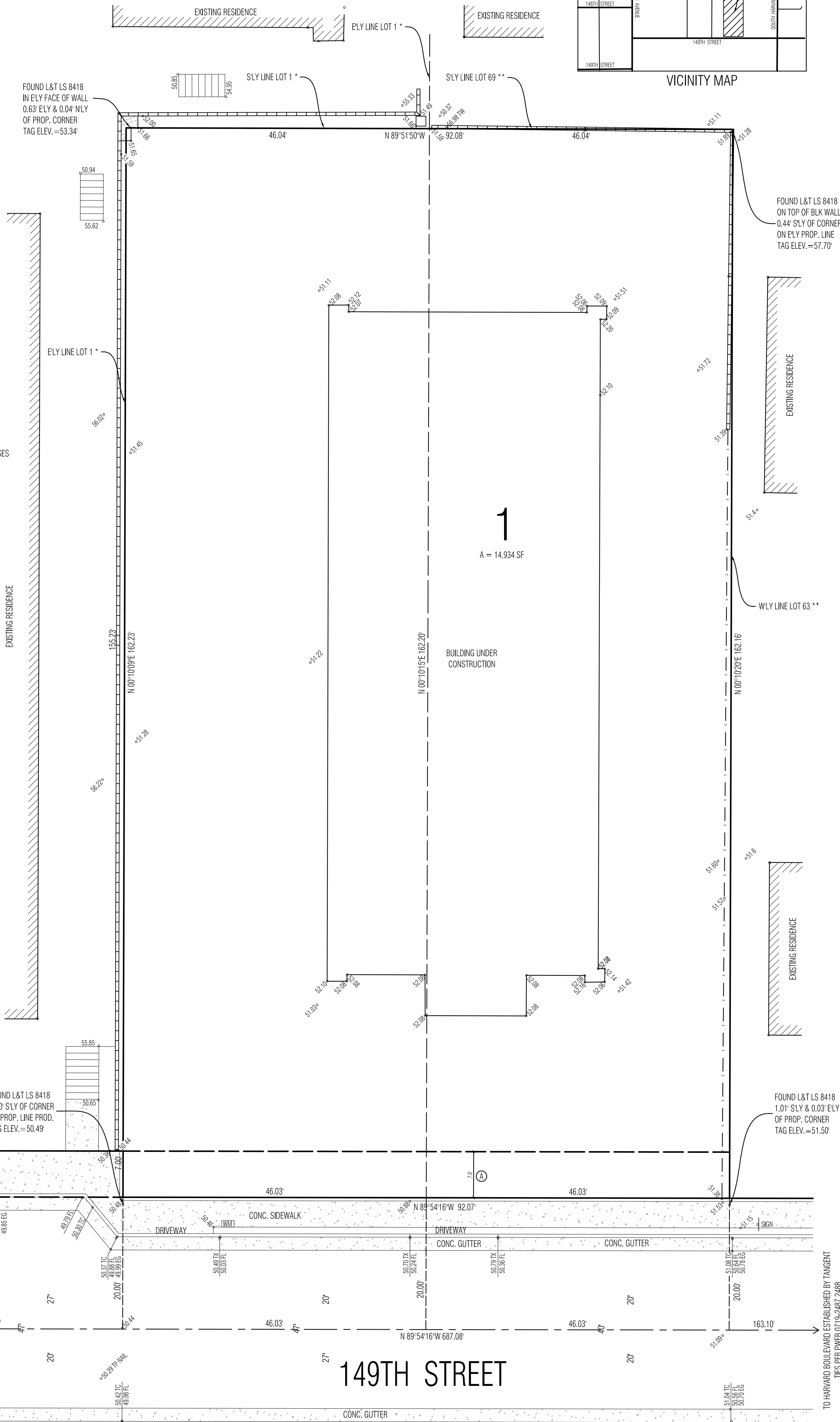
NOTE: ALL SETBACK DIMENSIONS SHOWN ARE MEASURED TO EXTERIOR SURFACE OF BUILDINGS UNLESS OTHERWISE NOTED.

BOUNDARY MONUMENTS ARE NOT NECESSARILY SET ON PROPERTY CORNERS. PLEASE REFER TO THE NOTATION ON THE PLANS FOR OFFSET DISTANCES. IF THERE ARE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT DENN ENGINEERS FOR CLARIFICATION AT: (310) 542-9433, M-F 8:00 AM TO 5:00 PM.

NOTE:

A TITLE POLICY HAS BEEN PROVIDED AND REVIEWED BY DENN ENGINEERS AT THE TIME OF THIS SURVEY. ANY READILY AVAILABLE ITEMS AFFECTING THIS PROPERTY HAVE BEEN PLOTTED BASED ON PROVIDED DOCUMENTS.

- Ⓢ USA NATIONAL TITLE COMPANY
ORDER NO. 072240019-40
DATED OCTOBER 24, 2022



22-275

149TH STREET

22-275

TO: Gardena Valley News
FROM: City of Gardena

DATE: June 6, 2023

Publication Date: June 14, 2023

CITY OF GARDENA
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT on Tuesday, June 27, 2023, at 7:30 p.m., the City Council of the City of Gardena will conduct a public hearing to consider the following:

Vesting Tentative Map #1-22

A request for a vesting tentative map per chapter 17.08 of the Gardena Municipal Code, for the subdivision of airspace to create five condominium units for a property located in the Medium Residential Multiple-Family Residential Zone (R-3) zone and direct staff to file a Notice of Exemption pursuant to CEQA Guidelines section 15061(b)(3).

Project Location: 1715 West 149th Street
Applicant: FM Marketing & Properties, LLC

On May 16, 2023, the Planning and Environmental Quality Commission approved the vesting tentative map by a vote of 4-0-0. On May 23, 2023, Mayor Pro Tem Paulette Francis called for review of the project, which was seconded by Councilmember Wanda Love.

The public hearing will be held in the Council Chambers of City Hall at 1700 West 162nd Street, Gardena, CA 90247.

The related materials will be on file and open for public inspection on the City's website at <https://www.cityofgardena.org/community-development/planning-projects/>. You will have the opportunity to speak during the hearing. Comments may also be submitted via email to publiccomment@cityofgardena.org or by mail to 1700 W 162nd Street, Gardena, CA 90247.

If you challenge the nature of the proposed action in court, you will be limited to raising only those issues you or someone else raises at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. For further information, please contact the Planning Division, at (310) 217-9524.

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 13.B
Section: DEPARTMENTAL
ITEMS - COMMUNITY
DEVELOPMENT
Meeting Date: June 27, 2023

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

AGENDA TITLE: Approval of Guidelines for the 12-Month Pilot Commercial Façade Improvement Program

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve the guidelines for the 12-Month Pilot Commercial Façade Improvement Program.

RECOMMENDATION AND STAFF SUMMARY:

On June 13, 2023, the City Council approved the Contract Services Agreement between MDG Associates, Inc., and the City of Gardena to assist in finalizing the guidelines and preparing the necessary documents for the 12-Month Pilot Commercial Program.

MDG Associates has reviewed and finalized the guidelines to provide the following grant program starting July 1, 2023, and also visited the Target Area along Rosecrans Avenue, between Vermont Avenue and Crenshaw Boulevard, to identify potential project sites.

At the end of the 12-month period, staff will report back to Council on the accomplishments and make a recommendation on whether to continue the program based on the program's success and the City's financial feasibility, and whether or not modifications to the guidelines (ie. loan amounts) are needed.

FINANCIAL IMPACT/COST:

None

ATTACHMENTS:

[Staff Report - Facade Improvement Grant Guidelines.doc](#)

[Commercial Facade Improvement Program Guidelines - Jun 2023 FINAL.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



City of Gardena

City Council Meeting

AGENDA STAFF REPORT

AGENDA TITLE: **APPROVAL OF GUIDELINES FOR THE 12-MONTH PILOT COMMERCIAL FAÇADE IMPROVEMENT PROGRAM.**

RECOMMENDATION:

Staff respectfully recommends that Council approve the guidelines for the 12-Month Pilot Commercial Façade Improvement Program.

BACKGROUND:

On June 13, 2023, the City Council approved the Contract Services Agreement between MDG Associates, Inc., and the City of Gardena to assist in finalizing the guidelines and preparing the necessary documents for the 12-Month Pilot Commercial Program.

DISCUSSION:

The 12-month pilot program will provide financial assistance to property and business owners with the renovation of commercial buildings and structures along Rosecrans Avenue between Vermont Avenue and Crenshaw Boulevard ("Target Area").

The goal of this program is to facilitate commercial revitalization; stimulate private investment; upgrade the physical image of the City; and generate shopping, tourism, and a pleasant walking environment by improving the visual aesthetics of the Target Areas with enhancements in design, color schemes, and building facades.

MDG Associates, Inc. has visited the Target Area to identify potential project sites in most need. MDG Associates will be working with City staff to onboard business and property owners wanting to participate in the program.

MDG Associates has reviewed and finalized the guidelines to provide the following grant program starting July 1, 2023:

- Grant – This grant provides the amount up to Twenty-Five Thousand dollars (\$25,000) for commercial building façade improvements with no match requirement. Projects must be completed within 6 months of Building Permit issuance.
- Matching Grant – This grant will provide a matching grant of up to a maximum of Forty Thousand dollars (\$40,000). The total cost of the improvement work must be more

than Twenty-Five Thousand dollars (\$25,000).

At the end of the 12-month period, staff will report back to Council on the accomplishments and make a recommendation on either continuing or stopping the program based on the program's success and the City's financial feasibility.

At this time, staff respectfully recommends that the Council approve the 12-Month Pilot Commercial Façade Improvement Program guidelines for an initial 12-month period, beginning July 1, 2023.

CONCLUSION:

Staff respectfully recommends that Council approve the guidelines for the 12-Month Pilot Commercial Façade Improvement Program.

FISCAL IMPACT:

On March 14, 2023, the City Council approved the funding amount of \$10,000 of general funds for FY 2022-23 and \$250,000 of general funds for FY 2023- 24.

Submitted by: _____ Greg S. Tsujiuchi

Date: 6/13/2023

ATTACHMENTS

1. Program Guidelines



CITY OF GARDENA

**COMMERCIAL FAÇADE
IMPROVEMENT PROGRAM**

PROGRAM GUIDELINES

CITY OF GARDENA
Commercial Façade Improvement Program Guidelines

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SECTION I - OVERVIEW OF PROGRAM

A. Purpose, Goal and Objective of Program

The purpose of the Commercial Façade Improvement Program (“Program”) is to provide financial assistance to property and business owners with the renovation of commercial buildings and structures along Rosecrans Avenue between Vermont Avenue and Crenshaw Boulevard (“Target Areas”).

The goal of this program is to facilitate commercial revitalization; stimulate private investment; upgrade the physical image of the City; and generate shopping, tourism, and a pleasant walking environment by improving the visual aesthetics of the Target Areas with enhancements in design, color schemes and building facades through the use of the City of Gardena (“City”) Funds.

The program objective is to provide financial assistance to property owners to make listed facade improvements and correct certain code violations to commercial buildings and to revitalize the City's commercial building stock.

B. Source of Funds and Relationship with Grantor

The source of funds for this program is the City through General Funds and other funding as available. As a disbursing agent for these funds, the City will provide administrative services for the Program activities. As such, the City staff with the assistance of a Program Consultant, will be marketing the Program by utilizing the City website, social media, and City's seasonal brochure. Flyers and informational pamphlets will be distributed to potential program applicants. Additionally, a Program Consultant will be processing and packaging all improvement grants for the Program, performing on-site inspections, and acting as a quality control agent relative to Program activity. The City has established policies and procedures to conform with Federal, State, and local rules and regulations.

C. Types of Assistance Available

Assistance shall be available to eligible property owners, within the eligible areas, in the form of a grant. The City's staff will review each application to assure that the Improvement work proposed will accomplish the goals set by the City. All grants will require majority approval by the City staff to obtain assistance.

Grant assistance shall be available to eligible commercial property and/or business owners who meet the requirements of Section II and III. Grants shall be provided as follows:

If the City provides all the project funding without a match from the applicant, the maximum grant shall be up to \$25,000. However, applicants are encouraged to match City funds and therefore the maximum grant shall be increased to \$40,000 if the applicant matches the City's grant amount.

- **Grant** – This grant provides the amount up to Twenty-Five Thousand dollars (\$25,000) for commercial building façade improvements with no match requirement. Projects must be completed within 6 months of Building Permit issuance.
- **Matching Grant** – This grant will provide a matching grant of up to a maximum of Forty Thousand dollars (\$40,000). The total cost of the improvement work must be more than Twenty-Five Thousand dollars (\$25,000). Receipt of a matching grant requires the approved applicant to contribute a minimum of half of the total cost of the façade improvement costs. Projects must be completed within 9 months of Building Permit issuance.

Additional grant funds may be awarded on a case-by-case basis, if needed to comply with required compliance (i.e., ADA requirements) and approved by the Director of Community Development.

Program funds may also be used to pay for architectural services, City planning entitlement processing, and building plan check and permit fees associated with the Improvement work proposed under the Program. If the applicant withdraws their application for assistance or fails to implement the Improvement within 90 days after funds are used for payment of architectural services, and/or City application fees, the applicant shall be required to reimburse the City for all funds paid to the architect and/or City.

SECTION II - APPLICANT ELIGIBILITY REQUIREMENTS

A. Property Ownership

The applicant(s) must be either the current commercial property owner(s) or the current business owner(s) (tenant) to be eligible for Program assistance. Individuals, partnerships, corporations, nonprofit corporations and other legal entities may apply for assistance. The existing grant deed must list all current owners of the property. Property owner(s) shall be construed to be any person(s) or legal entity that holds title to the subject property. In the case of multiple ownership, the signature of each titleholder is required on all appropriate documents. The City will verify property ownership and require all persons currently on

title to give written consent to all work proposed to be performed on the property prior to initiating such work.

If both the property owner and business owner (tenant) apply for participation in the Commercial Façade Improvement Program, the owner of the property will have priority over the business owner.

B. Utilization

As a result of participating in this Improvement program, it must be adequately demonstrated that the subject property will continue to be utilized for commercial purposes as provided by the City's adopted Land Use Element and Zoning Ordinance.

C. Program Exclusions

The following businesses are not eligible to receive Program assistance: residential rental buildings (apartments), unless connected to mixed use building, home-based businesses, structures not facing the public right-of-way, banks, and non-profit organizations.

SECTION III - PROPERTY ELIGIBILITY REQUIREMENTS

A. Eligible Area under the Program

To be eligible for the Program, the property to be rehabilitated must be located within the City limits of the City of Gardena.

B. Minimum Property Improvement Standards

All work performed under the provisions of this Program shall meet all applicable standards contained in the City's adopted zoning ordinance, local building and safety codes, and the Uniform Building Code and such other codes as designated by the Planning Department and Building and Safety Department. The City's Municipal and Zoning Ordinance can be viewed on the City's web site at <https://www.codepublishing.com/CA/Gardena/>.

C. Eligible Structures

Buildings or structures eligible for Improvement under this Program must be commercially zoned and developed for uses permitted by the local regulations. Non-conforming commercial buildings and uses may be assisted if the City finds that such assistance will be in the public's interest and consistent with local regulations and ordinances.

To be eligible for the Program assistance, the property to be rehabilitated must be located in Gardena and meet the following requirements:

- Commercial building must be dilapidated or blighted
- Storefront must be visible from the street

D. Improvement Priority Repair

The funds may be used for the improvement of the exterior of the commercial building and soft costs directly associated with the exterior Improvement. Eligible improvement elements may include, but are not limited to:

- exterior refinishing
- signage
- awnings
- windows
- doors
- lighting
- paint
- decorative improvements
- Outdoor Security Cameras/Devices
- The eligibility of other improvements will be examined by the Director of Community Development on a case-by-case basis.

Program assistance may, at the discretion of the City, be used for Building Code violations and American with Disabilities Act (ADA) compliance requirements as identified by the City. ADA compliance must be met prior to project completion.

All improvements must be physically attached to the property and permanent in nature. City staff will recommend specific improvements based on site analysis or architectural design recommendations. Applicants must incorporate two or more eligible improvement elements. Only improvements made to the street-facing portion of the building are eligible.

Additionally, to participate in the Program, all non-permitted signage on the property to be rehabilitated, whether on the building or a pole/free standing sign, must be brought up to compliance with the City's Municipal Code and maintained in conformance with the Sign Ordinance of the City.

E. Uses Not Eligible

Funds may not be used for improvements that are not permanent or mounted or affixed to

the building or the sidewalk. Ineligible uses include but are not limited to:

- Vinyl letter signage (windows)
- Portable signs, such as sandwich board or A-frame signs; signs not mounted or attached to storefronts
- Flags or banners
- Benches and trash receptacles
- Tables, chairs, or umbrellas
- Murals
- The ineligibility of other improvements will be examined by the Director of Community Development on a case-by-case basis.

F. Permit and Entitlement Fees

In addition to the eligible direct construction costs, grant funds may be used to pay Building Department plan check and building permit fees; Planning entitlement fees; and any other fee(s) determined by the City to be necessary and directly associated with the commercial Improvement work being performed under this program (see Section I).

SECTION IV – PROGRAM PROCEDURES

A. Applicant Intake and Eligibility Determination

1. Application. Property owners and business owners may apply for program assistance by downloading an application form available online at www.cityofgardena.org or completing an application available at City Hall and submitting such materials to the City of Gardena's Community Development Department. Applications will be reviewed in the order in which they are received. The City will maintain a waiting list for all prospective participants.
2. Verification and Eligibility Determination. The City shall verify all information as necessary. Applicants will be notified in writing regarding eligibility status.
3. Improvement Feasibility Determination. Once an applicant has been determined to meet eligibility requirements, an initial inspection of the property will be made by the City to determine the extent of any code violations as well as any health and safety issues that need to be corrected pursuant to the provisions of this assistance program.
4. Processing. As a goal, processing time from the date the City determines that the applicant is eligible for assistance under the Program until a grant is approved or

denied shall be ninety (90) days.

5. Approval and Notifications. Applications shall be reviewed by the City staff to ensure that the information provided is complete and accurate. Once the applicant's application has been deemed complete, the City staff will meet with the applicant to determine the Improvement work that is proposed for the building. The determination will include the site improvements that will be required by the applicant as part of the grant acceptance requirements.

In order to obtain a grant, applicants must meet all property and eligibility guidelines in effect at the time of approval. Applicants will be provided with written notification of approval or denial. The applicant will be required to enter into a Participation Agreement with the City and a separate Construction Agreement with the contractor performing the work.

6. Grant Agreement: The Commercial Façade Improvement Grant Agreement is an agreement between the City and the Property Owner that links the grant documents to the completion of the Façade Improvement Project by the Owner. It is a contract between the City and the applicant setting forth the terms and conditions of the grant of Program funds, specifically:

- Source of funding.
- Applicable funding source requirements.
- Conditions of program eligibility.
- Amount granted.
- Basic use of the funds.

Property owner and/or business owner must be aware that Program funds will not be committed or approved by the City until the designated Program representative signs the Grant Agreement.

7. Owners Indemnity: To the furthest extent allowed by law, Property Owner shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, consultants and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Property Owner or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of participation in the Commercial Façade Improvement Program ("Program"). Property Owner's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents, consultants or volunteers are

negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents, consultants or volunteers.

If Property Owner should contract all or any portion of the work to be performed under this Program, Property Owner shall require each consultant and/or contractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of Property Owner's participation in the Program.

8. Insurance: During Property Owner's participation in the Commercial Façade Improvement Program ("Program") and specifically during the course of construction, Property Owner shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by Director of Community Development or his/her designee at any time and in his/her sole discretion. The following policy of insurance is required:
 - A. PROPERTY INSURANCE covering the Project premises against all risks of loss at full replacement cost with no coinsurance penalty provision.
 - B. BUILDERS RISK (COURSE OF CONSTRUCTION) INSURANCE utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provision.

Property Owner shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Property owner shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the Director of Community Development or his/her designee. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or

reduction in coverage or in limits, Property Owner shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the Property Owner's participation in the Program, Property Owner shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The Property and Builders Risk (Course of Construction) insurance policies shall name the City as a loss payee to the extent of the monetary value of the Grant.

Property Owner shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by Director of Community Development or his/her designee in his/her sole discretion prior to City's issuance of the Grant.** Upon request of City, Property Owner shall immediately furnish City with a complete copy of any insurance policy required hereunder, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of Property Owner's participation in the Program.

Any failure to maintain the required insurance shall be sufficient cause for City to terminate Property Owner's participation in the Program.

B. Procurement and Contractor Selection

1. Pre-Bid Meeting. The City shall prepare a bid package including instructions to bidders, work description, and plans. The City shall also schedule an on-site mandatory pre-bid meeting for all projects to review site conditions and provide clarification of proposed scope of work.
2. Procurement. The City shall maintain a list of qualified contractors and subcontractors who have expressed interest in bidding on Improvement work and have been cleared by the State Contractors License Board and are not listed on the debarred, suspended or ineligible contractors list as per 24 CFR part 5. The City will coordinate with the property owner or business owner to obtain at least three (3) estimates from qualified contractors for each Improvement project. The property owner(s) or business owners shall be responsible for obtaining estimates for improvements. Estimates shall be submitted to the City in the prescribed form.
3. Selection. The applicant will make the final contractor selection from among three (3) qualified contractors who submit construction estimates. In case where the applicant desires to award the construction contract to an approved contractor

other than the lowest responsible bidder, the City may set the amount of the award equal to the amount of the bid of the lowest responsible bidder. The applicant shall be responsible for any difference in the cost of construction.

4. Contractor Insurance/License File. The City shall maintain a file for each contractor performing work pursuant to the terms and conditions of this program. The applicant shall obtain these documents and as part of the file shall include the following information:
- A. Contractor's social security number or federal tax ID number;
 - B. Completed W-9 form
 - C. Copies of the contractor's current liability and workers compensation insurance policies in addition to others noted under "Insurance for Contractor" below;
 - D. Copies of the contractor's current California Contractor's License;
 - E. Contractor's certification regarding equal employment opportunity;
 - F. All required Davis-Bacon information and certifications;
 - G. Copy of contractor's City Business License; and
 - H. A list of project sub-contractors (including State Contractors License number) to be used by the General Contractor.

Any contractor with lapsed General Liability and/or Workers Compensation insurance or a valid state contractor's license shall be removed from the job until they are able to provide proof of current insurance and/or license. All contractors shall be required to obtain a City Business License prior to the issuance of a building permit.

5. Indemnity for Contractor. The following will be included in all contractor and subcontractor agreements and required of all contractors under the Commercial Façade Improvement Program:

To the furthest extent allowed by law, Contractor shall indemnify, hold harmless and defend Property Owner, City and each of City's officers, officials, employees, agents, consultants and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Property Owner, City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the participation in and performance of work under the Commercial Façade Improvement Program (Program"). Contractor's obligations under the preceding sentence shall apply regardless of whether Property Owner, City or any of City's

officers, officials, employees, agents, consultants or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of Property Owner, City or any of City's officers, officials, employees, agents, consultants or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Program, Contractor shall require each subcontractor to indemnify, hold harmless and defend Property Owner, City and each of City's officers, officials, employees, agents, consultants and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of Contractor's participation in and performance of work under this Program.

6. Insurance for Contractor. The following will be included in all contractor agreements and required of all contractors under the Commercial Façade Improvement Program:

Throughout Contractor's participation in and performance of work under the Commercial Façade Improvement Program ("Program"), Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by Director of Community Development or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

- A. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$2,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate

-
- B. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.
 - C. WORKERS' COMPENSATION insurance as required under the California Labor Code.
 - D. EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the Director of Community Development or his/her designee in his/her sole discretion. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees and agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to the Director of Community Development or his/her designee in his/her sole discretion, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability (including ongoing operations and products-completed operations), and Automobile Liability insurance policies shall be written on an occurrence form, and name the Property Owner, City, and City's officers, officials, employees, agents, and consultants as an additional insured as follows:

"The City, its elected or appointed officers, officials, employees and volunteers are covered as additional insureds."

All such policies of insurance shall be endorsed so Contractor's insurance shall be primary, and no contribution shall be required of Property Owner, City or City's officers, officials, employees, agents, and consultants. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to Property Owner, City, and City's officers, officials, employees, agents, and consultants. The coverage(s) shall contain no special limitations on the scope of protection afforded to Property Owner, City and City's officers, officials, employees, agents, and consultants. Should Contractor maintain insurance with broader coverage and/or limits of liability greater than those shown above, Property Owner and City require and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Property Owner and City.

Contractor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by Property Owner and Director of Community Development, or his/her designee in his/her sole discretion, prior to Property Owner's execution of the contract and before work commences.** Upon request of Property Owner or City, Contractor shall immediately furnish Property Owner and City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of Contractor's participation in and performance of work under this Program.

If at any time during Contractor's participation in and performance of work under this Program, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under shall be discontinued immediately, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate Contractor's participation in and performance of work under this Program.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Program. The duty to indemnify Property Owner and City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, agents, employees, persons under the supervision of Contractor, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to provide insurance protection in favor of Property Owner, City and City's officers, officials, employees, agents, and consultants in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Contractor, Property Owner and City prior to the commencement of any work by the subcontractor.

7. Bonds: Upon the City's request, Contractor shall obtain, pay for and deliver or cause to be obtained, paid for and delivered good and sufficient surety bonds from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California and Treasury-listed, in a form satisfactory to the City and naming the City as Co-Obligee.
 - A. The "Faithful Performance Bond" shall be at least equal to 100% of Contractor's estimated construction costs to guarantee faithful performance of the Project, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects.
 - B. The "Material and Labor Bond" shall be at least equal to 100% of Property Owner's estimated construction costs to satisfy claims of material supplies and of mechanics and laborers employed for this Project. The bond shall be maintained by Contractor in full force and effect until the Project is completed and accepted by the City, and until all claims for materials and labor are paid, and shall otherwise comply with any applicable provisions of Chapter 7, Title 15, Part 4, Division 3 of the California Civil Code.
 - C. The "Bid Bond" shall be at least equal to 10% of the amount set forth in the bid. The bid bond shall be given as a guarantee that the bidder shall execute the contract if it is awarded to him/her in conformity with the contract

documents and shall provide the evidence of insurance and furnish the necessary bonds as specified in the contract documents, within 15 calendar days after written notice of the award.

8. Ineligible Contractors. The City and the applicant(s) shall agree not to award any contract for Improvement work, to be paid for in whole or in part with proceeds from a Program grant to any contractor who does not have a valid state contractors license, who cannot produce sufficient evidence of current Workers Compensation and Liability Insurance coverage.

All owner/builders, or any member of the applicant's family, are considered ineligible, regardless of credentials or license. Any ineligible contractor found working at the job site will be removed immediately, without compensation.

9. Award of Contract

- a. Notification. The City shall notify the selected contractor of the award of bid and shall establish a date, time and place for the pre-construction conference. The City shall notify, in writing, the non-selected contractors.
- b. Improvement Construction Agreement. The contract, for the approved Improvement work shall be prepared by the City and shall be entered into between the property owner and the selected contractor. The City may require the inclusion of certain contractual terms in accordance with federal requirements. In the event of any dispute arising under this program, the injured party shall notify the injuring party in writing of its intentions as specified in the agreement between the property owner and the contractor.
- c. Private Arrangements. The City cautions the property owner/business owner and the contractor not to enter into "side deals" for additional work or deviations from the approved scope of work.

C. Pre-construction Meeting

Prior to construction, the City will arrange a preconstruction meeting which shall be attended by the contractor, subcontractor(s), if applicable, the property/business owner(s), and representative City staff. The purpose of this meeting is to explain all applicable requirements including Labor Standard Requirements), explain all Program requirements and procedures, coordinate and schedule the work start date, and answer questions related to contract documents.

D. Start of Construction

No work shall commence until a **“Notice to Proceed”** has been issued to the contractor, signed by the property owner(s) and the City. In addition, no work shall commence until all required permits have been issued by the City’s Building and Safety Department.

E. Contractor Payments

1. Inspections. To ensure the integrity of the authorized work, the Program Inspector shall conduct site inspections prior to the issuance of progress payments and prepare detailed inspection reports which identify any deficiencies in a contractor's materials or workmanship. The Program Inspector shall make regular and/or unannounced inspections of work-in-progress to identify the quality of the work and assess owner satisfaction. The building inspector shall conduct inspections to ensure compliance with Local Building Code.
2. Payment Request Packages. The Contractor shall submit payment request packages to the City in the prescribed format. All requests shall be signed by the contractor, property/business owner(s), and the Program Inspector, certifying that the work has been satisfactorily completed. All pertinent invoices, releases, certifications, warranties, list of subcontractors and materialmen, and copies of applicable permits shall be attached to the payment request. Final payment request shall also include the property/business owner's certification of acceptance, Building and Safety Department sign-off, and a Notice of Completion. Payment request packages shall be submitted to the City for approval. Progress payments will be paid for 90% of the job costs. The final payment for the 10% retention shall be paid 30 days after the Notice of Completion has been recorded.

F. Applicant Complaint Resolution Process

The City shall maintain a complaint log, documenting the date and nature of any project complaint, and corrective actions taken by City staff to resolve the matter. Complaints concerning the Program should first be made to the Program Administrator. If unresolved to the satisfaction of the applicant, an appeal may be made, in writing, to the Community Development Department.

The City will contact the property/business owner and attempt to resolve the problem. A written response will be made within ten (10) working days. If the problem cannot be resolved, it will be presented to the Director of Community Development for review and consideration. The decision of the Community Development Director shall be final.

G. Applicant Responsibilities

-
1. Property Maintenance. The property/business owner(s) is/are responsible for property maintenance during the Improvement work (contractor is responsible for keeping the property clean of all construction material). The property/business owner(s) is/are responsible for ensuring that the Improvement work is not impeded because of their actions or the actions of their tenant(s). The City shall require the contractor and his/her employees to provide adequate pedestrian and property protection at the construction site.
 2. Property Tax Bills. Current property tax bills for the subject property must be current. The property owner(s) is/are responsible for ensuring that the property taxes are current. The City will verify that the property taxes for the property are current. If the property's tax statement indicates a delinquency, at the time of the Program application, the City shall not proceed with grant processing until it is supplied with a Certificate of Redemption from the Los Angeles County Tax Assessor's Office or other appropriate documentation of proof of payment.
 3. Notice of Completion: The property owner(s) is/are responsible for signing a Notice of Completion prepared by the City and the City is responsible for filing the Notice of Completion within 10 days of the completion of the work.

SECTION V - MISCELLANEOUS PROGRAMMATIC REQUIREMENTS

A. Bonus, Commission or Fee

The applicant shall not pay any bonus, commission or fee, for the purpose of obtaining approval of the grant application, or for any other approval or concurrence as may be required by the City pursuant to the provisions of this Program.

B. Conflict of Interest

No Program assistance will be provided to any member of the governing body of the City or any designee of the City, or the City of Gardena, who exercises any authority or responsibilities in connection with the administration of this program. No member of the aforementioned organizations shall have any interest, direct or indirect, in the proceeds from the Commercial Façade Improvement Program or in any contract entered into by the applicant for the performance of the work, financed, in whole or in part, with the proceeds of the grant.

C. Disclosure of Information

The City is a public entity and information or records (with the exception of financial information which falls under Government Code section 6250 (c), and section 7460 et seq.)

submitted or released to the City by the applicant may be considered public records and subject to disclosure under the Public Records Act, Government Code section 6250 et seq.

D. Equal Opportunity Policy

The City shall not discriminate based upon sex, age, race, creed, color, religion, national origin, marital status, ancestry or physical handicap in accepting applications and processing Program applications; or the awarding of a contract for Improvement of property assisted by this Program.

E. Fire and Flood Insurance Requirements

Applicants are obligated to carry sufficient fire insurance coverage on the subject property to be rehabilitated under the provisions of this Program. Prior to any grant assistance, minimum fire insurance coverage shall be provided in an amount which is equivalent to the value of the subject building or structure including the proposed Improvement improvements. Uninsured applicants must obtain coverage in the required amount prior to receiving grant assistance. Applicants in a "Flood Hazard Area" will be required to purchase flood hazard insurance.

F. Historic Preservation

In order to comply with section 106, National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) and federal guidelines, the City shall prepare a Basic Property Identification Form for all structures to be assisted. Such form shall be accompanied by photographs and shall be submitted to SHPO for review and clearance.

G. Environmental Review:

The California Environmental Quality Act (CEQA) requires that City funds may not be released until the City has certified that a review of the project activities demonstrates that no significant impact on the human environment is likely to occur or that actions have been initiated that would mitigate any potential impacts to the extent practicable.

As such, environmental forms must be completed and approved prior to releasing funds. A Determination of Categorical Exemption, Statutory Worksheet, and Level of Environmental Review form will generally address anticipated typical commercial rehabilitation activities contemplated under the Program. Staff shall ensure that appropriate documentation is prepared and signed by the City's authorized official prior to the commitment of Program funds. Copies of the environmental review documentation shall be maintained in the project file.

H. Substitution of Contractor

In the event that the selected contractor shall fail or refuse to complete the work, in a professional and workman like manner, as set forth in the Improvement Construction Contract, including its General Conditions and Standard Specifications, or fails to use due diligence in performing the required work, the property owner(s) may terminate the Improvement Construction Contract, upon providing proper notice, to such contractor. The City shall assist the property owner(s) in completing the necessary termination document(s) as needed. No further Improvement is to commence until an agreement releasing the original contractor from his/her contractual obligations, is on file with the City, and a new contract is signed between the substitute contractor and the property owner(s).

1. Non-commencement by Original Contractor. The owner shall notify the City, by means of a registered letter, indicating that the original selected contractor will not be performing the Improvement work and the reason(s) why a substitution of contractor has been requested. Both the property owner(s) and the original contractor's signatures are required on this document. The property owner shall obtain additional bids from contractors willing to perform the Improvement work. A new Improvement Construction Contract Notice to Proceed, and Waiver and Hold Harmless Agreement shall be prepared by the Purchasing Department and appropriately signed.
2. Noncompliance by Original Contractor. The owner shall notify the City, by means of a registered letter, indicating that the original selected contractor has not complied with the terms of the agreement and that a substitution of contractor is being requested. Both the property owner(s) and the original contractor's signatures are required on this document. The property owner shall obtain additional bids from contractors willing to complete the Improvement work. A new Improvement Construction Agreement Notice to Proceed, and Waiver and Hold Harmless Agreement shall be prepared by the City and appropriately signed. The City shall inspect the job site and compile a list of incomplete or unacceptable items to determine the extent of work to be completed by the substitute contractor.

A meeting shall be held between the City, the property owner(s) and the original contractor to establish an amount and method of payment for any work which has been completed in accordance with the agreement. Funds withheld from the original contractor shall be identified. Lien releases and invoices from the original contractor and subcontractor(s) shall be provided. The City shall prepare a revised work write-up, based upon the City's inspection findings, which shall contain only those items necessary to complete the job. The property owner(s) shall obtain bids from contractors willing to perform such work, and to the extent possible, ensure that the new contract does not exceed available grant funding. A new

Improvement Construction Contract Notice to Proceed, and Waiver and Hold Harmless Agreement shall be prepared by the City and appropriately signed.

I. Davis-Bacon Requirements

In accordance with federal or state regulations, Davis-Bacon and Related Acts (DBRA) requirements apply to the Improvement of all commercial buildings and structures. The applicant will be responsible for ensuring that the requirements are met and that a completed file is available for the City to review and monitor to ensure that all laborers are paid applicable prevailing wages. All cost for conducting the Davis-Bacon requirements can be paid for through the program proceeds.

J. Department of Industrial Relations (DIR) Requirements

A Contractor who fits within the definition of public works contractor is required to register with the DIR. Registration is required only to bid or work on public works projects that are subject to the prevailing wage requirements of the State of California. Federally funded or assisted projects that are controlled or carried out by awarding bodies in California are subject to the state's prevailing wage laws and therefore require registration.

K. Re-Application Requirements

Properties shall be eligible for a one-time grant under the program, irrelevant of change of ownership. Once provided with a grant, the property will no longer be eligible for a grant under the Commercial Façade Improvement Program. Property owners must maintain the property after a facade project has been completed.

SECTION VI - AMENDMENTS

Amendments to the Commercial Façade Improvement Program Guidelines may be made from time to time by the City. Vested authority shall be granted to the Director of Community Development to grant a minor waiver or make minor amendments to these guidelines. All Substantial Amendments to these guidelines shall be approved by the City Council.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 14.A
Section: DEPARTMENTAL
ITEMS - ELECTED & CITY
MANAGER'S OFFICES
Meeting Date: June 27, 2023

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

AGENDA TITLE: Approval of the Budget for International Travel for the City of Gardena's official visit to Ichikawa, Japan, in Celebration of the 60th Anniversary of the Gardena - Ichikawa Sister City Relationship, in an amount not to exceed \$5,670.00 and designate the (2) two officials from Council who will travel to Ichikawa, Japan.

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve budget for International Travel and designate the (2) two officials from Council who will travel to Ichikawa, Japan.

RECOMMENDATION AND STAFF SUMMARY:

Gardena Sister City of Ichikawa, Japan, has invited Gardena Officials to travel to their city from October 30th through November 4th 2203, for an official 60th Anniversary Celebration.

Pursuant to the approved City Travel Policy-APP-2023-001, "All International travel for elected officials must be presented to the City Council for approval. Effective January 1, 2018, the City Council shall not approve international travel for more than two councilmembers for any one event except in exceptional circumstances."

The anticipated City Council expenses include round-trip airfare, per diem (meals and incidentals), and misc. The budget below is an estimate of those costs:

ROUND – TRIP AIRFARE TICKETING :

Leave: LAX to Tokyo/Narita : October 30, 2023

Return: Tokyo/Narita to LAX November 4, 2023

Two (2) travelers, \$1,800 per traveler = 3,600.00

HOTEL ACCOMMODATIONS:

1 Bedroom, approximately \$100 per night

2 travelers x 5 days = 1,000.00

PER DIEM

\$75 per day x 5 days = 375.00 x 2 travelers 750.00

POSSIBLE MISCELLANEOUS (Receipts for reimbursement)

\$32 per day x 5 days = 160 x 2 travelers = 320.00

TOTAL: \$5,670.00

Staff, therefore, recommends that the City Council approve the International Travel to Japan in an amount not to exceed \$5,670.00 and designate the (2) two officials from Council who will travel to Ichikawa, Japan.

FINANCIAL IMPACT/COST:

Fiscal Year 2023-2024: \$5,670.00

Funding Source: General Fund

ATTACHMENTS:

APPROVED:

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

Clint Osorio, City Manager



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 15.A
Section: DEPARTMENTAL
ITEMS - POLICE
Meeting Date: June 27, 2023

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

AGENDA TITLE: Authorization to Purchase Crisis Negotiation Incident Command System from 836 Technologies for \$35,770.94 for Fiscal Year 2022-2023

COUNCIL ACTION REQUIRED:

Staff Recommendation: Authorize Purchase

RECOMMENDATION AND STAFF SUMMARY:

To enhance the services provided by the Gardena Police Department (GPD), the GPD Crisis Negotiation Team (CNT) has recently undergone an overhaul and restructuring of personnel. Given the increasing frequency of high-risk incidents in our community, including barricaded suspects, mentally disturbed individuals, hostages, and individuals susceptible to self-harm, the crisis negotiations team must have the necessary tools for effective and safe negotiations.

The acquisition of this specialized crisis negotiation equipment is essential for improving the capabilities of the Gardena Police Department Crisis Negotiation Team. Currently, GPD lacks a viable incident communications system. The equipment we currently have is over 15 years old and does not meet the needs of a 21st-century crisis negotiations team.

In late 2022 members of the Gardena Police Department Crisis Negotiations Team met with and trained with the Crisis Negotiations teams from the Manhattan, Hawthorne, and Torrance Police Departments. Working with these Departments was crucial because these are the three teams that the GPD SWAT Team most commonly pairs with.

Research into the equipment used by these teams was completed, and it has been determined that the best practice for Law Enforcement CNT Team is using a complete CNT incident communications system. A CNT incident communications system is comprised of the following pieces.

- CINT Commander II - Includes the COMMBBox (negotiator console), primary laptop computer with installed software and optical mouse, two dual ear Sigtronics headsets,

three headphones, Pelican carrying case, all required cables, free software updates for life, and no licensing fees.

- Satellite Networking Package - Includes two additional laptop computers, two optical mice, one Bluetooth speaker, a Wi-Fi router, complete network setup, and Satellite Networking Software installation.
- Tactical Video Phone - Includes the Pelican throw case (see-through window in the lid), five integrated color 960tvl (.001 LUX) covert video cameras, integrated speakerphone with covert audio microphone, 50 feet of protective cabling, wheeled cable cart with 1000' of custom video cable, 15' connector cable, Tactical Video Console with 22" LCD color monitor, 8 channel video capabilities, 2 terabytes hard drive, three additional A/V inputs, covert microphone audio speaker, dual USB ports, HDMI output, and an optical mouse.
- Tactical Phone (non-video) - A polymer throw case, integrated covert microphone, 50 feet of protective cabling, and a hand-carry cable cart with 1000' communications cable. Negotiator console with optional battery power, one headset, two headphones, integrated covert audio speaker, and a digital recorder.
- Noise-canceling Headsets - To provide optimum communication capability for negotiators and command staff during critical incidents. Headsets must be of high quality and comfortable to wear over extended periods.
- Portable Rugged Laptop - For use in the command post during critical incidents, enabling negotiators to utilize the software for intelligence gathering and securely documenting the real-time progress of negotiations.

After exhaustive research of CNT equipment, the Gardena Police Department selected 836 Technologies for the following reasons:

1. It is a complete telecommunication and recording system incorporating several communication options: cellphone, landline, IP telephonic recording, and throw phone capabilities.
 2. This equipment possesses automatic transcribing capabilities.
 3. Interoperability with surrounding South Bay Agencies.
- All of the South Bay Agencies our CNT & SWAT team routinely collaborates with currently use the 836 Technologies CINT Communications System. The system's linking

capability allows the Department to build an ad-hoc communications center during a critical incident.

Using the recommended equipment from 836 Technologies will assist in maintaining compliance with federal and state regulations regarding police negotiation practices. Additionally, the equipment will enable our Department to maintain transparent communication records that can be referenced during legal proceedings or post-incident reviews. Most importantly, it is the only system that allows for regional interoperability with the South Bay agencies that GPD routinely collaborates with.

The CNT Communications system does not fall under the requirements of AB481 Military Equipment Policy.

FINANCIAL IMPACT/COST:

Fiscal Year 2022-2023- General Fund Budgeted Expenditure of \$35,770.94 (Including applicable sales tax)

ATTACHMENTS:

[836 Technologies Quote](#)

APPROVED:



Clint Osorio, City Manager

836 TECHNOLOGIES

4890 Technology Court
Missoula, MT 59808

Quote

Phone #	Date	Quote #
844-239-7109	2/24/2023	MT-2023-045

Name / Address
Gardena Police Department 1718 W 162nd St. Gardena, CA 90247

Ship To
Gardena Police Department 1718 W 162nd St. Gardena, CA 90247

Rep	Terms
BLF	Net 30

Item	Description	Qty	Total
CINT COM. II	<p>THE CINT COMMANDER II SIMULTANEOUSLY CONNECTS AND COMMUNICATES THROUGH LANDLINES, CELL PHONES, AND TACTICAL PHONES FOR CRISIS NEGOTIATIONS. THE SYSTEM AUTOMATICALLY RECORDS IN MP3 FORMAT, MAINTAINS RECORDS, INCIDENT LOGS, AND TRACKS PERSONNEL ASSIGNMENTS. THE SYSTEM ALSO NETWORKS WITH UP TO 50 COMPUTERS TO ASSIST WITH NEGOTIATIONS AND TACTICAL PLANNING. ADDITIONAL FEATURES INCLUDE: TWO HEADSET PORTS (ALLOW FOR TWO NEGOTIATORS), TPI INPUT INTERFACE, TWO BUILT IN CUSTOM BLUETOOTH INTERFACES WHICH ALLOW FOR BLUETOOTH SPEAKER AND CELL PHONE CONNECTIVITY, SPEAKER PHONE CAPABILITY WHEN USED WITH THE 836 TACTICAL VIDEO PHONE, UPGRADE PACKAGE AVAILABILITY FOR VIDEO PHONE CHEMICAL SENSING (sensing package must be purchased separately when available), MANUAL MUTE BUTTONS ALLOW FOR PUSH TO TALK CAPABILITIES FOR BOTH NEGOTIATORS IF DESIRED, AND PANEL MOUNT OPTION (MUST BE SPECIFIED AT TIME OF ORDER).</p> <p>CINT Commander II (Negotiations Recording and Control System). This system also includes software that allows it to be used as a pretext phone call device with digital recording, data logging, and control features. The system includes the following items:</p> <ol style="list-style-type: none"> 1. COMMBox 2. Primary laptop computer 3. Software with free software updates online 4. All required cables 5. Two upgraded Sigtronics over the ear headsets 6. Integrated room monitor speaker 7. Pelican carrying case with room for computers 8. Two integrated 836 Bluetooth modules 9. External TPI input port 10. Technical Support 	1	14,589.12
Total			

836 TECHNOLOGIES

4890 Technology Court
Missoula, MT 59808

Quote

Phone #	Date	Quote #
844-239-7109	2/24/2023	MT-2023-045

Name / Address
Gardena Police Department 1718 W 162nd St. Gardena, CA 90247

Ship To
Gardena Police Department 1718 W 162nd St. Gardena, CA 90247

		Rep	Terms
		BLF	Net 30
Item	Description	Qty	Total
Satellite / Networking Package	<p>11. Five year limited warranty (refer to warranty information) CINT Satellite/Incident Management Software which allows you to connect up to 50 computers via a LAN to the CINT Commander system. This system allows you to enter and update records including photos, review the main log, make entries to the main log, and communicate amongst the other computers on the network. This system includes free software updates for life.</p> <p>Satellite computer package includes everything you need to successfully operate the Satellite network while using the CINT Commander II and 836 Tactical Video Phone. This package includes two Satellite computers to be used in conjunction with the main computer that is included with the CINT Commander II. Both Satellite computers will be loaded with the CINT Satellite Software, and the network will be configured to operate with the primary CINT Commander computer. The package includes a router to be used as part of the network. This package enables you to use the CINT Commander II to its fullest potential by allowing networked communications. We typically use ACER brand computers, however we occasionally substitute for another compatible brand of computers depending on product availability.</p> <p>The included Wi-Fi router will include the following minimum specs: Up to 3.2 Gbps data transfer rates With up to 600 Mbps at 2.4GHz with QAM support + 1.3 Gbps at 5.0GHz + 1.3 Gbps at 5.0GHz tri-band Wi-Fi help ensure rapid performance and help ensure all of your home's devices stay connected. Compatible with 802.11ac. For use with your existing devices; backward compatible with a/b/g/n. 6 high-performance antennas. 1.0GHz dual-core processor with 3 offload processors. Four 10/100/1000 Mbps Gigabit Ethernet LAN ports and 1 WAN port enable quick and simple wired connectivity. 1 USB 3.0 port and 1 USB 2.0 port.</p> <p>The system also includes a Bluetooth speaker for use with the secondary Bluetooth modal and two optical mice.</p>	1	3,988.95
		Total	

836 TECHNOLOGIES

4890 Technology Court
Missoula, MT 59808

Quote

Phone #	Date	Quote #
844-239-7109	2/24/2023	MT-2023-045

Name / Address
Gardena Police Department 1718 W 162nd St. Gardena, CA 90247

Ship To
Gardena Police Department 1718 W 162nd St. Gardena, CA 90247

		Rep	Terms
		BLF	Net 30
Item	Description	Qty	Total
836 Tactical Video Phone	Model VID-AC1: The 836 Tactical Video Phone is a five camera high resolution video throw phone system which contains the following features: 1. Five integrated color high resolution video cameras 2. Five channel continuous feed for video and audio outputs, which allows for the recording and display of all five cameras simultaneously 3. Custom 836 Tactical Console with an integrated 8 channel DVR H264 D1-Real time recording, 2TB Hard Drive, 24X DVR Burner, LCD monitor, integrated room monitor speaker, audio out, inputs for 3 additional cameras, and military grade carrying case. 4. One set of headphones for the Tac Team module 5. Integrated 836 designed highly sensitive covert microphone 6. Throw case containing hardened industrial style handset with 32" armored cable. 7. Integrated Speakerphone for two way communication. 8. 50 feet of armored cable attached to the throw case 9. 1000' of 836 custom video cable 10. 15' extension video cable 11. Portable wire spool (wheeled cart) 12. Complete compatibility with the CINT Commander System 13. Five year limited warranty (refer to warranty information)	1	13,391.04
Shipping	Fed Ex Freight/ Shipping- TBD		525.00
Please note that the Great State of Montana does not charge sales tax, and we will not collect tax for your local jurisdiction. If you are required to pay sales tax, you will need to pay it directly to your local tax agency.			
All quotes are valid for 60 days unless otherwise stated. All transactions are in US Dollars.		Total	\$32,494.11

Net 30 accounts are due immediately and will be charged a late fee of 3% per month if not paid within 30 days of the ship date.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 15.B
Section: DEPARTMENTAL
ITEMS - POLICE
Meeting Date: June 27, 2023

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

AGENDA TITLE: Authorization of Thermo Scientific TruNarc Handheld Narcotic Analyzer in the Amount Not to Exceed \$36,830.41 for Fiscal Year 2022-2023.

COUNCIL ACTION REQUIRED:

Staff Recommendation: Authorize Purchase

RECOMMENDATION AND STAFF SUMMARY:

Police Departments across the United States have adopted the use of Thermo Scientific TruNarc Handheld Narcotic Analyzer devices, which are highly sought after for their ability to scan substances through plastic or paper, reducing the risk of exposure. The Gardena Police Department (GPD) currently uses the "Wells Test" for narcotic identification and testing, but this method poses a significant risk of exposure to detectives, especially with substances like fentanyl. While similar devices are available, TruNarc is the most reputable and can test over 500 different forms of narcotics. This is crucial considering the increasing prevalence of deadly substances like fentanyl. Below are some alarming statistics regarding the fentanyl epidemic:

- According to the Drug Enforcement Agency, law enforcement agencies in the United States seized over 57.9 million fentanyl-laced pills and more than 134,000 pounds of fentanyl powder in 2022 alone.
- In 2022, approximately 109,000 people died from drug overdoses in the United States. 67% of those involved synthetic opioids like fentanyl.
- The instances of accidental fentanyl overdoses in LA County have surged by 1,280% since 2016.
- In 2022, Gardena PD's Special Investigations Unit investigators conducted an operation that led to the confiscation of 235,000 fentanyl pills, equivalent to around 500,000 fatal doses. The individuals implicated were said to be connected to the largest fentanyl drug trafficking organization in the United States.
- According to the County of Los Angeles Public Health Office, in 2021, there were approximately 200 fentanyl overdose-related deaths in the South Bay region, and the total number of deaths for LA County was 3,652.

TruNarc is the safest and most multifunctional device available to investigators and officers,

allowing them to identify and analyze substances without exposure. Two Gardena Police Department Detectives were separately exposed to fentanyl while on duty, resulting in the administration of Narcan and hospitalization as a result. By utilizing TruNarc, officers no longer must remove substances from their packaging to test them. TruNarc's automated, tamper-proof records with time-and-date stamps make it an indispensable tool for officers dealing with narcotic substances. TruNarc test results are accepted at all Superior Courthouses in Los Angeles County for filing criminal cases, making it a trusted and reliable tool for law enforcement agencies. The current agencies in the South Bay that utilize this device are Torrance, Hawthorne, El Segundo and Redondo Beach Police Departments.

Currently, there are two additional handheld devices on the market like TruNarc. The first one is Progency ResQ FLX, which also performs presumptive tests on narcotics including opioids and fentanyl and is estimated to cost \$46,000. The second device is the Pendar X10 Raman Spectrometer, which provides a six-foot standoff for narcotics, chemicals, explosives, and dark powder providing the user a farther reach for safety concerns. The Pendar has an estimated cost of \$65,000.

It should be noted that the Progency and Pendar devices are not currently accepted by Los Angeles County Courts and cannot be used for filing purposes. The only device accepted for filing is the TruNarc device because of its reliability and performance. Furthermore, the Progency and Pendar devices are intended for use in a laboratory setting, rather than in the field or when needed for quick analysis. The devices are used for identifying rare chemicals outside the scope of narcotics and are more complex devices, therefore requiring a higher training standard.

Therefore, as a result of cost and the fact that the only device accepting for filing is TruNarc in Los Angeles County Courts, the Gardena Police Department desires to utilize TruNarc. The purchase can be accomplished via the GSA Cooperative Purchasing Program, Contract Number GS-07F-6099R.

Gardena Police Department will utilize identified and trained detectives to provide departmental training to GPD members on the appropriate use of the TruNarc device. Additionally, it is mandatory for law enforcement officials to receive education on the proper practices and precautions to follow when dealing with fentanyl or other drugs.

FINANCIAL IMPACT/COST:

Fiscal Year 2022-2023- General Fund Budgeted Expenditure of \$36,830.41

ATTACHMENTS:

[Quote](#)

[GSA Contract](#)

APPROVED:

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

Clint Osorio, City Manager

Sales Quotation

Quote Number	Created Date	Exp. Delivery Terms	Page
00307355	06/01/2023	ARO	1 / 8
Contact:	Phone	Payment Term	Valid To
Geno Ferrera	(951) 326-0405	Net 30	07/31/2023
Inco Terms		Shipping Method	
FOB Origin - Tewksbury Ma.		Fed Ex	

Thermo Scientific Portable Analytical Instruments Inc.

2 Radcliff Rd
Tewksbury, Massachusetts 01876
United States

Submitted To:

JOEL MARTINEZ
GARDENA PD
1718 W 162ND ST
GARDENA, California 90247
United States

Phone: 3102176126
Email: jmartinez@gardenapd.org

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:

Contact: Geno Ferrera
Phone: (951) 326-0405
Fax:
Email: geno.ferrera@thermofisher.com
Additional instructions, terms & conditions on last page

GSA Contract No. GS-07F-6099R

Contract period: March 26, 2010 - September 28, 2025
SIN 334519
SIN 339999E

When placing a purchase order against this quote, please use the Mandatory PO language for state/local orders using the Cooperative Purchasing Program as follows:

"This order is placed under GSA contract number GS-07F-6099R under the authority of the GSA Cooperative Purchasing Program. In the event of a conflict between the terms of this order and those of the GSA Schedule, GSA's terms shall govern."

Pos.	Product Code	Product Name	List Price	Discount	Disc %	Sales Price	Quantity	Total Price
1.00	800-01043-01	TruNarc, Unlimited, Warranty - 3 Yrs, Train-12	USD 34,900.00	USD 2,197.73	6.30%	USD 32,702.27	1.00	USD 32,702.27
	GSA Item	TruNarc Unlimited Model with 3 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.						
2.00	820-01051-01	TruNarc, Unlimited, Warranty Renewal - 1 Yr	USD 1,890.00	USD 1,890.00	100.00%	USD 0.00	1.00	USD 0.00
		Warranty for 1 year for a TruNarc Unlimited instrument (for instruments up to 5th year). Includes factory repair and loaner						

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

GSA Item units when available. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.

3.00	810-01462-01	TruNarc Solution Kit (Type H) - 100, English	USD 704.00	USD 0.00	0.00%	USD 704.00	1.00	USD 704.00
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Open Market Item TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment. The shelf life for Type H-sticks is approximately one year from shipment.

Subtotal:	USD 37,494.00
Tax:	USD 3,424.14
Discount:	USD 4,087.73
Total:	USD 36,830.41

Additional Comments: State taxes are estimated.

Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Acceptance of Purchase

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical Instruments attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order. These Terms and Conditions shall exclusively govern the transaction(s) contemplated hereby.

Signature of authorized company representative

Date

Phone#

Print Name

Title

Email

Model #

Amount + S&H

Purchase Order #

E-mail to:

Fax to: 1-877-680-2568

PAIGlobalCustomerService@thermofisher.com

Order Processing Address:

geno.ferrera@thermofisher.com

Thermo Scientific Portable Analytical Instruments Inc

2 Radcliff Road

Tewksbury, MA 01876

Remit check Payment To:

Thermo Scientific Portable Analytical Instruments Inc

PO Box 415918

Boston, MA 02241-415918

Payment Details

Method of Payment

- ☐ Net 30 (Attach Credit Application & Credit References)
- ☐ Credit Card
- ☐ Check
- ☐ Wire Transfer

Sales Tax Application

- ☐ Yes Apply Sales Tax
- ☐ No

- If no, you must provide a copy of your tax exemption certificate along with your purchase order.

****Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)****

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S. export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Address Verification

Please make corrections if necessary below:

Bill to:

1718 W 162ND ST

GARDENA, California 90247

United States

Ship to:

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC – TERMS AND CONDITIONS OF SALE

Last revised November 2019

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this agreement (the "Agreement") differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges, those documents shall be considered adequate written notice to Buyer that said surcharges are Buyer's responsibility. Any such surcharges shall not constitute an increase in the Price(s) of any Products or Services sold under this Agreement

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without prior written consent of seller.

6. **RETURN OF PRODUCTS/RESTOCKING CHARGE.** Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit

7. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

8. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace, Products and/or provide additional parts or services as reasonably necessary to cause the same to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and /or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become

the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION

9.1. By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

9.2. By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B)

ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT

12. **EXPORT RESTRICTIONS.** Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents

13. **HAZARDOUS MATERIALS.** Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs

14. **MISCELLANEOUS.** (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for non-clinical, non-diagnostic, non-therapeutic use only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in these [terms and conditions] or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

15. **SOFTWARE-AS-A-SERVICE TRANSACTIONS.** IF YOU ARE PURCHASING ANY PRODUCTS PROVIDED BY SELLER HEREUNDER AND DESCRIBED IN THE RELEVANT QUOTATION OR PURCHASE ORDER AS A SUBSCRIPTION TO ANY THERMO FISHER SOFTWARE-AS-A-SERVICE OFFERING (ANY SUCH PRODUCT, HEREINAFTER, A "SUBSCRIPTION"), THEN IN RESPECT OF SUCH SUBSCRIPTION(S) ONLY

(a) The following terms and conditions of this Agreement shall not apply: Sections 6-7, 9.1, and 13.

(b) The following terms and conditions of this Agreement shall be modified as set forth below:

(i) Section 5 shall be replaced in its entirety with the following:

5. **CANCELLATION OR CHANGES BY BUYER.** Seller reserves the right to suspend or terminate the Buyer's Subscription(s), in whole or in part, if Buyer fails to make any payment to Seller when due, otherwise fails to perform its obligations hereunder, or fails to comply with the Seller's Terms of Use agreement agreed to by Buyer and governing Buyer's use of the Subscription(s), as in effect from time to time (the "Terms of Use"). Seller will not be liable for any loss or damage resulting from any delay in activation of the Subscription(s) or failure to activate the Subscription(s) which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the activation of the Subscription(s) within a reasonable period of time, and Buyer will not be entitled to refuse payment or otherwise be relieved of any obligations as the result of such delay. Orders in process may be canceled only with Seller's written consent and upon

payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor.

(ii) Section 8 shall be replaced in its entirety with the following:

8. WARRANTY. BUYER AGREES AND ACKNOWLEDGES THAT THE SUBSCRIPTIONS ARE SOLD "AS-IS", WITH NO WARRANTIES EXPRESSED OR IMPLIED. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, ORAL OR WRITTEN, WITH RESPECT TO THE SUBSCRIPTIONS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(iii) Section 10 shall be replaced in its entirety with the following:

10. SOFTWARE. This Agreement shall not be construed to grant to Buyer any patent license, know-how license or any other rights except as specifically provided herein. Buyer agrees and acknowledges that, by virtue of its purchase of the Subscriptions hereunder, it does not acquire any intellectual property rights (whether by license, assignment, or otherwise) of Seller, including without limitation any rights to the Subscriptions or related software or hardware systems (except for the limited right to use the Subscription subject to the terms and conditions set forth herein). Buyer shall not reverse engineer or copy the design, algorithms, or code, or any components thereof, of any information related to the Subscriptions for any purpose.

(iv) In Section 11, the language "ONE MILLION DOLLARS (\$1,000,000)" shall be replaced with "TEN THOUSAND DOLLARS (\$10,000)".

(c) The following additional terms and conditions shall apply

TERMS OF USE. Buyer hereby acknowledges and agrees that it shall comply with all terms and conditions of the Terms of Use, and that Buyer's use of the Subscription in violation of any such terms and/or conditions shall entitle Seller, without prejudice to any other remedies that may be available to Seller at law or in equity, to terminate Buyer's use of the Subscription(s) effective immediately.

Buyer further agrees and acknowledges that it shall not be entitled to any refund of any portion of the purchase price paid in respect of Subscription(s) cancelled by Seller pursuant to Seller's rights under this Section and/or the Terms of Use. Buyer's rights to use these Subscription will begin upon Seller's transmission to Buyer of Subscription link and end 12 months from this date unless otherwise terminated by Seller. In the event of any conflict between this Agreement and the Terms of Use, the Terms of Use shall control.

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE
CATALOG/PRICE LIST

Multiple Award Schedule
Security and Protection - Protective and Testing Equipment



Contract Number: GS-07F-6099R
Period Covered by Contract: September 29, 2020 THROUGH September 28, 2025
Contract Administrator: Annette Blumer
Telephone: (315) 516-4813
Fax: (978) 670-7430

THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC.
2 Radcliff Road
Tewksbury, MA 01876



Business Size: Large

Effective through Modification **PS-0125**, dated **February 7, 2023**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: <http://GSAAAdvantage.gov>.

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Information for Ordering Activities

General Terms and Conditions:

1a. Awarded Special Item Numbers (SIN):

<u>SIN</u>		<u>Description</u>
334519	COOP PURCH DISAST PURCH	Bomb and Hazardous Material Disposal; Metal and Bomb Detection - Includes products necessary for bomb and hazardous material disposal, including protective and detective equipment. NOTE: (1) Subject to Cooperative Purchasing. (2) State and units of local government having a certified State Point of Contact may use the 1122 Program to purchase products under this SIN.
339999E	COOP PURCH DISAST PURCH	Evidence Collection and Investigative Equipment and Supplies - Includes evidence collection and investigative equipment, such as supplies for finger/palmprinting, forensic investigation, lie detectors, evidence collection containers, etc. NOTE: (1) Subject to Cooperative Purchasing. (2) State and units of local government having a certified State Point of Contact may use the 1122 Program to purchase products under this SIN.
OLM	COOP PURCH DISAST PURCH	OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

1b. Lowest Priced Model Number and Price for each SIN:

<u>SIN</u>	<u>Part No.</u>	<u>GSA Net Price</u>
334519	820-00237-GM	\$2,492.49
339999E	820-01026-01	\$157.42

2. Maximum Order: All SINs \$250,000.00 per SIN/per order

If the "Best Value" selection places your order over this Maximum Order, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404.

3. **Minimum Order:** \$100.00
4. **Geographic Coverage:** Worldwide
5. **Points of Production:** Tewksbury, MA (Middlesex County)
6. **Basic Discount:** Prices shown herein are GSA Net
7. **Quantity Discount(s):** Additional 1% for any order of 6+ Units

8.	Prompt Payment Terms:	NET 30 Days
9.	Foreign Items:	None
10a.	Time of Delivery:	90 Days ARO
10b.	Expedited Delivery:	Contact Contractor
10c.	Overnight and 2-Day Delivery:	Contact Contractor's Representative for available rates
10d.	Urgent Requirements:	Agencies can contact the contact Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
11.	FOB Point:	CONUS - FOB Origin, Prepaid and Allowed OCONUS - FOB Origin, Prepay and ADD
12a.	Ordering Address:	Thermo Scientific Portable Analytical Instruments Inc. 2 Radcliff Road Tewksbury, MA 01876 Tel: (315) 516-4813 Fax: (978) 670-7430
12b.	Ordering Procedures:	For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).
13.	Payment Address:	Thermo Scientific Portable Analytical Instruments Inc. PO Box 415918 Boston MA 02241-5918
14.	Warranty Provision:	Standard Commercial - Contact Contractor for a copy of the warranty
15.	Export Packing Charges:	N/A
16.	Terms and Conditions Applicable to Rental, Maintenance and Repair:	N/A
17.	Terms and Conditions Applicable to Installation:	N/A
18a.	Terms and Conditions Applicable to Repair Parts:	N/A
18b.	Terms and Conditions Applicable to any other Services:	N/A
19.	List of Service and Distribution points:	N/A
20.	List of Participating Dealers:	
21.	Preventative Maintenance:	N/A
22a.	Environmental Attributes e.g., recycled, content, energy efficiency, and/or reduced Pollutants:	N/A
22b.	Section 508 Compliance Information:	N/A
23.	Unique Entity Identifier (UEI) number:	G9NEBUJJYE13
24.	Notification regarding registration in System for Award Management (SAM) database:	Registered

Thermo Scientific Portable Analytical Instruments, Inc.
Authorized FAS GSA Schedule Pricelist

SIN	Part no	Product Name	Product Description	GSA Price
TruNarc (Unlimited)				
339999E	800-01011-01	TruNarc, Unlimited, Warranty - 1 Yr	TruNarc Unlimited Model with 1 year of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library	\$ 25,768.26
339999E	800-01012-01	TruNarc, Unlimited, Warranty - 2 Yrs	TruNarc Unlimited Model with 2 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library	\$ 28,017.13
339999E	800-01013-01	TruNarc, Unlimited, Warranty - 3 Yrs	TruNarc Unlimited Model with 3 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 30,078.59
339999E	800-01014-01	TruNarc, Unlimited, Warranty - 4 Yrs	TruNarc Unlimited Model with 4 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 31,109.32
339999E	800-01015-01	TruNarc, Unlimited, Warranty - 5 Yrs	TruNarc Unlimited Model with 5 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 33,077.08
339999E	800-01041-01	TruNarc, Unlimited, Warranty - 1 Yr, Train-12	TruNarc Unlimited Model with 1 year of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students.	\$ 29,047.86
339999E	800-01042-01	TruNarc, Unlimited, Warranty - 2 Yrs, Train-12	TruNarc Unlimited Model with 2 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students.	\$ 30,172.29
339999E	800-01043-01	TruNarc, Unlimited, Warranty - 3 Yrs, Train-12	TruNarc Unlimited Model with 3 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students.	\$ 32,702.27
339999E	800-01044-01	TruNarc, Unlimited, Warranty - 4 Yrs, Train-12	TruNarc Unlimited Model with 4 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students.	\$ 33,920.40
339999E	800-01045-01	TruNarc, Unlimited, Warranty - 5 Yrs, Train-12	TruNarc Unlimited Model with 5 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students.	\$ 36,075.57
TruNarc (Unlimited), Warranty				
339999E	820-01051-01	TruNarc, Unlimited, Warranty Renewal - 1 Yr	TruNarc Warranty for 1 year for unlimited units (for instruments up to 5th year). Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library	\$ 1,770.98
339999E	820-01052-01	TruNarc, Unlimited, Warranty Renewal - 2 Yrs	TruNarc Warranty for 2 years for unlimited units (for instruments up to 5th year). Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 3,476.37
339999E	820-01053-01	TruNarc, Unlimited, Warranty Renewal - 3 Yrs	TruNarc Warranty for 3 years for unlimited units (for instruments up to 5th year). Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 5,270.78
339999E	820-01054-01	TruNarc, Unlimited, Warranty Renewal - 4 Yrs	TruNarc Warranty for 4 years for unlimited units (for instruments up to 5th year). Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 7,191.69
339999E	820-01055-01	TruNarc, Unlimited, Warranty Renewal - 5 Yrs	TruNarc Warranty for 5 years for unlimited units (for instruments up to 5th year). Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 8,925.19
339999E	820-00333-01	TruNarc, Unlimited, Warranty extension	TruNarc, Unlimited, 1-year warranty extension between Year 6 and 11	\$ 1,845.94
339999E	820-01026-01	TruNarc, Unlimited, Warranty Renewal - 1 Month	TruNarc, Unlimited, Warranty Renewal - 1 Month	\$ 157.42
TruNarc, Training				

Thermo Scientific Portable Analytical Instruments, Inc.
Authorized FAS GSA Schedule Pricelist

SIN	Part no	Product Name	Product Description	GSA Price
339999E	820-01031-01	TruNarc Training (On-Site, up to 12 Students)	TruNarc on-site instructor led training for up to 12 students.	\$ 3,298.34
FirstDefender RM Instrument (Gray Boot)				
334519	800-00171-01	FirstDefender RM S1, English, Gray Boot	FirstDefender RM Handheld identification system for solids and liquids, includes 1 year warranty and support and On-site training	\$ 64,186.40
334519	800-00172-01	FirstDefender RM S2, English, Gray Boot	FirstDefender RM Handheld identification system for solids and liquids, includes 2 years warranty and support and On-site training	\$ 68,028.21
334519	800-00173-01	FirstDefender RM S3, English, Gray Boot	FirstDefender RM Handheld identification system for solids and liquids, includes 3 years warranty and support and On-site training	\$ 73,088.16
334519	800-00174-01	FirstDefender RM S4, English, Gray Boot	FirstDefender RM Handheld identification system for solids and liquids, includes 4 years warranty and support and On-site training	\$ 77,117.38
334519	800-00175-01	FirstDefender RM S5, English, Gray Boot	FirstDefender RM Handheld identification system for solids and liquids, includes 5 years warranty and support and On-site training	\$ 80,490.68
334519	800-00492-01	FirstDefender RM S2-T, English, Gray Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 2 year Warranty and Support. This part number does not include on-site training.	\$ 66,154.16
FirstDefender RM Instrument (Orange Boot)				
334519	800-00661-01	FirstDefender RM S1, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 1 year Warranty, 1 year Support, On-site Training (expires 9 months after date of purchase). Extended Libraries.	\$ 64,186.40
334519	800-00662-01	FirstDefender RM S2, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 2 years Warranty, 2 years Support, On-site Training (expires 9 months after date of purchase). Extended Libraries.	\$ 68,028.21
334519	800-00663-01	FirstDefender RM S3, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 3 years Warranty, 3 years Support, On-site Training (expires 9 months after date of purchase). Extended Libraries.	\$ 73,088.16
334519	800-00664-01	FirstDefender RM S4, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 4 years Warranty, 4 years Support, On-site Training (expires 9 months after date of purchase). Extended Libraries.	\$ 77,117.38
334519	800-00665-01	FirstDefender RM S5, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 5 years Warranty, 5 years Support, On-site Training (expires 9 months after date of purchase). Extended Libraries.	\$ 80,490.68
334519	800-00681-01	FirstDefender RM S1-T, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 1 year Warranty and Support. This part number does not include on-site training.	\$ 63,249.37
334519	800-00682-01	FirstDefender RM S2-T, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 2 years Warranty and Support. This part number does not include on-site training.	\$ 66,154.16
FirstDefender RM Support				
334519	820-00106-RM	FirstDefender RM Support - 1 Year	1 Year Extension of Support	\$ 4,029.22
334519	820-00109-RM	FirstDefender RM Support - 2 Years	2 Year Extension of Support	\$ 7,730.48
334519	820-00022-RM	FirstDefender RM Support - 3 Years	3 Year Extension of Support	\$ 10,963.22
334519	820-00112-RM	FirstDefender RM Support - 4 Years	4 Year Extension of Support	\$ 12,930.98
334519	820-00129-RM	FirstDefender RM Support - 5 Years	5 Year Extension of Support	\$ 14,195.97
334519	820-00237-RM	FirstDefender RM Software-Only - 1 Year	FirstDefender RM Software Only, Application and Library	\$ 2,689.27
FirstDefender RM Warranty				
334519	820-00107-RM	FirstDefender RM Warranty - 1 Year	1 Year Extension of Warranty	\$ 2,604.94
334519	820-00110-RM	FirstDefender RM Warranty - 2 Years	2 Year Extension of Warranty	\$ 5,762.72
334519	820-00023-RM	FirstDefender RM Warranty - 3 Years	3 Year Extension of Warranty	\$ 9,463.98
334519	820-00113-RM	FirstDefender RM Warranty - 4 Years	4 Year Extension of Warranty	\$ 13,399.50
334519	820-00116-RM	FirstDefender RM Warranty - Years 4 & 5	2 Year Extension of Warranty for Years 4 & 5	\$ 8,620.65
334519	820-00125-RM	FirstDefender RM Warranty - Year 4 or 5	1 Year Extension of Warranty for Year 4	\$ 4,591.44
334519	820-00130-RM	FirstDefender RM Warranty - 5 years	5 Year Extension of Warranty	\$ 17,381.86
334519	820-00317-01	FirstDefender RM warranty extension	FirstDefender RM One Year warranty extension between year 6 and 11	\$ 3,541.96
FirstDefender RM Warranty/Support				
334519	820-00105-RM	FirstDefender RM Warranty/Support - 1 Year	1 Year Extension of Warranty & Support	\$ 6,254.66
334519	820-00108-RM	FirstDefender RM Warranty/Support - 2 Years	2 Year Extension of Warranty & Support	\$ 12,275.06
334519	820-00021-RM	FirstDefender RM Warranty/Support - 3 Years	3 Year Extension of Warranty & Support	\$ 17,335.01
334519	820-00111-RM	FirstDefender RM Warranty/Support - 4 Years	4 Year Extension of Warranty & Support	\$ 21,364.23
334519	820-00128-RM	FirstDefender RM Warranty/Support - 5 Years	5 Year Extension of Warranty & Support	\$ 25,206.05
334519	820-00318-01	FirstDefender RM support extension	FirstDefender RM One Year support extension between year 6 and 11	\$ 2,979.75
FirstDefender RM Warranty/Support/Training				
334519	820-00131-RM	FirstDefender RM Warranty/Support/Training - 1 year	1 Year Extension of Warranty and Support, and (1) 4 hour On-Site Refresher Training Class at end of first year	\$ 10,354.16
334519	820-00132-RM	FirstDefender RM Warranty/Support/Training - 2 years	2 Year Extension of Warranty and Support, and (2) 4 hour On-Site Refresher Training Classes at end of first year	\$ 16,070.03
334519	820-00133-RM	FirstDefender RM Warranty/Support/Training - 3 years	3 Year Extension of Warranty and Support, and (3) 4 hour On-Site Refresher Training Classes at end of first year	\$ 21,083.12
334519	820-00134-RM	FirstDefender RM Warranty/Support/Training - 4 years	4 Year Extension of Warranty and Support, and (4) 4 hour On-Site Refresher Training Classes at end of first year	\$ 24,924.94

Thermo Scientific Portable Analytical Instruments, Inc.
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SIN	Part no	Product Name	Product Description	GSA Price
334519	820-00135-RM	FirstDefender RM Warranty/Support/Training - 5 years	5 Year Extension of Warranty and Support, and (5) 4 hour On-Site Refresher Training Classes at end of first year	\$ 28,954.16
FirstDefender RM Training				
334519	820-00122-01	FirstDefender RM On-Site Training	On-site Training (expires 9 months after purchase) - up to 10 attendees per customer	\$ 4,085.44
FirstDefender RMX Instrument (Gray Boot)				
334519	800-00211-01	FirstDefender RMX S1, English, Gray Boot	FirstDefender RMX S1 - Handheld identification system with remote mode functionality for solids and liquids. Includes 1 year Warranty and Support and on-site training.	\$ 71,682.62
334519	800-00212-01	FirstDefender RMX S2, English, Gray Boot	FirstDefender RMX S2 - Handheld identification system with remote mode functionality for solids and liquids. Includes 2 years Warranty and Support and on-site training.	\$ 76,086.65
334519	800-00213-01	FirstDefender RMX S3, English, Gray Boot	FirstDefender RMX S3 - Handheld identification system with remote mode functionality for solids and liquids. Includes 3 years Warranty and Support and on-site training.	\$ 82,458.44
334519	800-00214-01	FirstDefender RMX S4, English, Gray Boot	FirstDefender RMX S4 - Handheld identification system with remote mode functionality for solids and liquids. Includes 4 years Warranty and Support and on-site training.	\$ 85,082.12
334519	800-00215-01	FirstDefender RMX S5, English, Gray Boot	FirstDefender RMX S5 - Handheld identification system with remote mode functionality for solids and liquids. Includes 5 years Warranty and Support and on-site training.	\$ 89,111.34
334519	800-00502-01	FirstDefender RMX S2-T, English, Gray Boot	FirstDefender RMX - Rugged handheld chemical identification system. Including 2 years Warranty and Support. This part number does not include on-site training.	\$ 74,681.11
FirstDefender RMX Support				
334519	820-00106-RX	FirstDefender RMX Support - 1 Year	1 Year Extension of Support	\$ 4,010.48
334519	820-00109-RX	FirstDefender RMX Support - 2 Years	2 Year Extension of Support	\$ 7,730.48
334519	820-00022-RX	FirstDefender RMX Support - 3 Years	3 Year Extension of Support	\$ 10,963.22
334519	820-00112-RX	FirstDefender RMX Support - 4 Years	4 Year Extension of Support	\$ 12,977.83
334519	820-00129-RX	FirstDefender RMX Support - 5 Years	5 Year Extension of Support	\$ 14,430.23
334519	820-00237-RX	FirstDefender RMX Software-Only - 1 Year	FirstDefender RMX Software Only, Application and Library	\$ 2,679.90
334519	820-00316-01	FirstDefender RMX support extension	FirstDefender RMX One Year support extension between year 6 and 11	\$ 3,064.08
FirstDefender RMX Warranty				
334519	820-00107-RX	FirstDefender RMX Warranty - 1 Year	1 Year Extension of Warranty	\$ 2,679.90
334519	820-00110-RX	FirstDefender RMX Warranty - 2 Years	2 Year Extension of Warranty	\$ 5,645.59
334519	820-00023-RX	FirstDefender RMX Warranty - 3 Years	3 Year Extension of Warranty	\$ 9,463.98
334519	820-00113-RX	FirstDefender RMX Warranty - 4 Years	4 Year Extension of Warranty	\$ 13,399.50
334519	820-00116-RX	FirstDefender RMX Warranty - Years 4 & 5	2 Year Extension of Warranty for Years 4 & 5	\$ 8,620.65
334519	820-00125-RX	FirstDefender RMX Warranty - Year 4 or 5	1 Year Extension of Warranty for Year 4	\$ 4,563.32
334519	820-00130-RX	FirstDefender RMX Warranty - 5 years	5 Year Extension of Warranty	\$ 17,381.86
334519	820-00315-01	FirstDefender RMX warranty extension	1 Year Extension of Warranty between year 6 and 11	\$ 3,654.41
FirstDefender RMX Warranty/Support				
334519	820-00105-RX	FirstDefender RMX Warranty/Support - 1 Year	1 Year Extension of Warranty & Support	\$ 6,699.75
334519	820-00108-RX	FirstDefender RMX Warranty/Support - 2 Years	2 Year Extension of Warranty & Support	\$ 12,275.06
334519	820-00021-RX	FirstDefender RMX Warranty/Support - 3 Years	3 Year Extension of Warranty & Support	\$ 17,335.01
334519	820-00111-RX	FirstDefender RMX Warranty/Support - 4 Years	4 Year Extension of Warranty & Support	\$ 21,551.64
334519	820-00128-RX	FirstDefender RMX Warranty/Support - 5 Years	5 Year Extension of Warranty & Support	\$ 25,206.05
FirstDefender RMX Warranty/Support/Training				
334519	820-00131-RX	FirstDefender RMX Warranty/Support/Training - 1 Year	1 Year Extension of Warranty and Support, and (1) 4 hour On-Site Refresher Training Class at end of first year	\$ 10,354.16
334519	820-00132-RX	FirstDefender RMX Warranty/Support/Training - 2 Years	2 Year Extension of Warranty and Support, and (2) 4 hour On-Site Refresher Training Classes at end of first year	\$ 16,070.03
334519	820-00133-RX	FirstDefender RMX Warranty/Support/Training - 3 Years	3 Year Extension of Warranty and Support, and (3) 4 hour On-Site Refresher Training Classes at end of first year	\$ 21,083.12
334519	820-00134-RX	FirstDefender RMX Warranty/Support/Training - 4 Years	4 Year Extension of Warranty and Support, and (4) 4 hour On-Site Refresher Training Classes at end of first year	\$ 25,112.34
334519	820-00135-RX	FirstDefender RMX Warranty/Support/Training - 5 Years	5 Year Extension of Warranty and Support, and (5) 4 hour On-Site Refresher Training Classes at end of first year	\$ 28,766.75
FirstDefender RMX Training				
334519	820-00123-01	FirstDefender RMX On-Site Training	On-site Training (expires 9 months after purchase) - up to 10 attendees per customer	\$ 4,057.33
TruDefender FTX Instrument (Gray Boot)				
334519	800-00791-01	TruDefender FTX S1, English, Gray Boot	TruDefender FTX- Rugged handheld FTIR chemical identification system. Including 1 year warranty, 1 year support, On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase)	\$ 67,559.70
334519	800-00792-01	TruDefender FTX S2, English, Gray Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 2 year Warranty; 2 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 70,183.38
334519	800-00793-01	TruDefender FTX S3, English, Gray Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 3 year Warranty; 3 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 75,149.62

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SIN	Part no	Product Name	Product Description	GSA Price
334519	800-00794-01	TruDefender FTX S4, English, Gray Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 4 year Warranty; 4 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 79,085.14
334519	800-00795-01	TruDefender FTX S5, English, Gray Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 5 year Warranty; 5 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 86,487.66
334519	800-03002-01	TruDefender FTX S2-T, English, Gray Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 2 year Warranty; 2 year Support. This part number does not include on-site training.	\$ 71,495.21
TruDefender FTX Instrument (Orange Boot)				
334519	800-00801-01	TruDefender FTX S1, English, Orange Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 1 year Warranty; 1 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 67,559.70
334519	800-00802-01	TruDefender FTX S2, English, Orange Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 2 year Warranty; 2 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 69,714.86
334519	800-00803-01	TruDefender FTX S3, English, Orange Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 3 year Warranty; 3 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 75,149.62
334519	800-00804-01	TruDefender FTX S4, English, Orange Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 4 year Warranty; 4 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 79,085.14
334519	800-00805-01	TruDefender FTX S5, English, Orange Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 5 year Warranty; 5 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 86,487.66
TruDefender FT/FTi Support				
334519	820-00106-FT	TruDefender FT/FTi/FTX Support - 1 Year	1 Year Extension of Support	\$ 3,973.00
334519	820-00109-FT	TruDefender FT/FTi/FTX Support - 2 Years	2 Year Extension of Support	\$ 7,847.61
334519	820-00022-FT	TruDefender FT/FTi/FTX Support - 3 Years	3 Year Extension of Support	\$ 11,103.78
334519	820-00112-FT	TruDefender FT/FTi/FTX Support - 4 Years	4 Year Extension of Support	\$ 13,212.09
334519	820-00129-FT	TruDefender FT/FTi/FTX Support - 5 Years	5 Year Extension of Support	\$ 14,711.34
334519	820-00237-FT	TruDefender FT/FTi/FTX Software-Only - 1 Year	TruDefender FT/FTi Software Only, Application and Library	\$ 2,736.12
TruDefender FT/FTi Warranty				
334519	820-00107-FT	TruDefender FT/FTi/FTX Warranty - 1 Year	1 Year Extension of Warranty	\$ 2,558.09
334519	820-00110-FT	TruDefender FT/FTi/FTX Warranty - 2 Years	2 Year Extension of Warranty	\$ 5,833.00
334519	820-00023-FT	TruDefender FT/FTi/FTX Warranty - 3 Years	3 Year Extension of Warranty	\$ 9,463.98
334519	820-00113-FT	TruDefender FT/FTi/FTX Warranty - 4 Years	4 Year Extension of Warranty	\$ 13,633.75
334519	820-00116-FT	TruDefender FT/FTi/FTX Warranty - Years 4 & 5	2 Year Extension of Warranty for Years 4 & 5	\$ 8,714.36
334519	820-00125-FT	TruDefender FT/FTi/FTX Warranty - Year 4 or 5	1 Year Extension of Warranty for Year 4	\$ 4,478.99
334519	820-00130-FT	TruDefender FT/FTi/FTX Warranty - 5 Years	5 Year Extension of Warranty	\$ 17,662.97
334519	820-00319-01	TruDefender FTX warranty extension	TruDefender FTX One Year warranty extension between year 6 and 11	\$ 3,682.52
334519	820-00321-01	TruDefender FTXi warranty extension	TruDefender FTXi One Year warranty extension between year 6 and 11	\$ 3,673.15
TruDefender FT/FTi Warranty/Support				
334519	820-00105-FT	TruDefender FT/FTi/FTX Warranty/Support - 1 Year	1 Year Extension of Warranty & Support	\$ 5,879.85
334519	820-00108-FT	TruDefender FT/FTi/FTX Warranty/Support - 2 Years	2 Year Extension of Warranty & Support	\$ 12,556.17
334519	820-00021-FT	TruDefender FT/FTi/FTX Warranty/Support - 3 Years	3 Year Extension of Warranty & Support	\$ 17,616.12
334519	820-00111-FT	TruDefender FT/FTi/FTX Warranty/Support - 4 Years	4 Year Extension of Warranty & Support	\$ 21,739.04
334519	820-00128-FT	TruDefender FT/FTi/FTX Warranty/Support - 5 Years	5 Year Extension of Warranty & Support	\$ 25,674.56

Thermo Scientific Portable Analytical Instruments, Inc.
Authorized FAS GSA Schedule Pricelist

SIN	Part no	Product Name	Product Description	GSA Price
334519	820-00320-01	TruDefender FTX support extension	TruDefender FTX One Year support extension between year 6 and 11	\$ 3,110.93
334519	820-00322-01	TruDefender FTXi support extension	TruDefender FTXi One Year support extension between year 6 and 11	\$ 3,148.41
TruDefender FT/FTi Warranty/Support/Training				
334519	820-00131-FT	TruDefender FT/FTi/FTX Warranty/Support/Training - 1 Year	1 Year Extension of Warranty and Support, and (1) 4 hour On-Site Refresher Training Class	\$ 10,494.71
334519	820-00132-FT	TruDefender FT/FTi/FTX Warranty/Support/Training - 2 Years	2 Year Extension of Warranty and Support, and (2) 4 hour On-Site Refresher Training Classes	\$ 16,304.28
334519	820-00133-FT	TruDefender FT/FTi/FTX Warranty/Support/Training - 3 Years	3 Year Extension of Warranty and Support, and (3) 4 hour On-Site Refresher Training Classes	\$ 21,551.64
334519	820-00134-FT	TruDefender FT/FTi/FTX Warranty/Support/Training - 4 Years	4 Year Extension of Warranty and Support, and (4) 4 hour On-Site Refresher Training Classes	\$ 25,299.75
334519	820-00135-FT	TruDefender FT/FTi/FTX Warranty/Support/Training - 5 Years	5 Year Extension of Warranty and Support, and (5) 4 hour On-Site Refresher Training Classes	\$ 29,422.67
TruDefender FT/FTi Training				
334519	820-00104-01	TruDefender FT/FTi/FTX On-site Training	On-site Training (expires 9 months after purchase) - up to 10 attendees per customer	\$ 4,010.48
TruDefender FTX, FirstDefender RM Combination Kits (Gray Boots)				
334519	800-03091-01	Handheld Chemical ID Kit, FTX S1 + RM S1, English, Gray Boot	FTX & RM Combo Kit (1 Year W/S)	\$ 123,125.44
334519	800-03092-01	Handheld Chemical ID Kit, FTX S2 + RM S2, English, Gray Boots	FTX & RM Combo Kit (2 Year W/S)	\$ 133,151.64
334519	800-03093-01	Handheld Chemical ID Kit, FTX S3 + RM S3, English, Gray Boots	FTX & RM Combo Kit (3 Year W/S)	\$ 144,302.27
334519	800-03094-01	Handheld Chemical ID Kit, FTX S4 + RM S4, English, Gray Boots	FTX & RM Combo Kit (4 Year W/S)	\$ 151,985.89
334519	800-03095-01	Handheld Chemical ID Kit, FTX S5 + RM S5, English, Gray Boots	FTX & RM Combo Kit (5 Year W/S)	\$ 159,856.93
TruDefender FTX, FirstDefender RM Combination Kits (Orange Boots)				
334519	800-03101-01	Handheld Chemical ID Kit, FTX S1 + RM S1, English, Orange Boots	FTX & RM Combo Kit (1 Year W/S)	\$ 123,125.44
334519	800-03102-01	Handheld Chemical ID Kit, FTX S2 + RM S2, English, Orange Boots	FTX & RM Combo Kit (2 Year W/S)	\$ 133,151.64
334519	800-03103-01	Handheld Chemical ID Kit, FTX S3 + RM S3, English, Orange Boots	FTX & RM Combo Kit (3 Year W/S)	\$ 144,302.27
334519	800-03104-01	Handheld Chemical ID Kit, FTX S4 + RM S4, English, Orange Boots	FTX & RM Combo Kit (4 Year W/S)	\$ 151,985.89
334519	800-03105-01	Handheld Chemical ID Kit, FTX S5 + RM S5, English, Orange Boots	FTX & RM Combo Kit (5 Year W/S)	\$ 159,856.93
TruDefender FTX, FirstDefender RMX Combination Kits (Gray Boots)				
334519	800-03081-01	Handheld Chemical ID Kit, FTX S1 + RMX S1, English, Gray Boots	FTX & RMX Combo Kit (1 Year W/S)	\$ 129,872.04
334519	800-03082-01	Handheld Chemical ID Kit, FTX S2 + RMX S2, English, Gray Boots	FTX & RMX Combo Kit (2 Year W/S)	\$ 141,022.67
334519	800-03083-01	Handheld Chemical ID Kit, FTX S3 + RMX S3, English, Gray Boots	FTX & RMX Combo Kit (3 Year W/S)	\$ 149,830.73
334519	800-03084-01	Handheld Chemical ID Kit, FTX S4 + RMX S4, English, Gray Boots	FTX & RMX Combo Kit (4 Year W/S)	\$ 157,608.06
334519	800-03085-01	Handheld Chemical ID Kit, FTX S5 + RMX S5, English, Gray Boots	FTX & RMX Combo Kit (5 Year W/S)	\$ 165,385.39
TruDefender FTXi, FirstDefender RM Combination Kits (Gray Boots)				
334519	800-03111-01	Handheld Chemical ID Kit, FTXi S1 + RM S1, English, Gray Boots	FTXi & RM Combo Kit (1 Year W/S)	\$ 130,996.47
334519	800-03112-01	Handheld Chemical ID Kit, FTXi S2 + RM S2, English, Gray Boots	FTXi & RM Combo Kit (2 Year W/S)	\$ 143,177.83
334519	800-03113-01	Handheld Chemical ID Kit, FTXi S3 + RM S3, English, Gray Boots	FTXi & RM Combo Kit (3 Year W/S)	\$ 151,985.89
334519	800-03114-01	Handheld Chemical ID Kit, FTXi S4 + RM S4, English, Gray Boots	FTXi & RM Combo Kit (4 Year W/S)	\$ 160,981.36
334519	800-03115-01	Handheld Chemical ID Kit, FTXi S5 + RM S5, English, Gray Boots	FTXi & RM Combo Kit (5 Year W/S)	\$ 167,540.55
Gemini				
334519	800-05011-01	Gemini S1, English, Gray Boot	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for identification of unknown solid and liquid chemicals and explosives. Including 1 year Warranty, 1 year Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).	\$ 117,409.57
334519	800-05012-01	Gemini S2, English, Gray Boot	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for identification of unknown solid and liquid chemicals and explosives. Including 2 years Warranty, 2 years Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).	\$ 125,655.42

Thermo Scientific Portable Analytical Instruments, Inc.
Authorized FAS GSA Schedule Pricelist

SIN	Part no	Product Name	Product Description	GSA Price
334519	800-05013-01	Gemini S3, English, Gray Boot	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for identification of unknown solid and liquid chemicals and explosives. Including 3 years Warranty, 3 years Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).	\$ 135,962.72
334519	800-05014-01	Gemini S4, English, Gray Boot	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for identification of unknown solid and liquid chemicals and explosives. Including 4 years Warranty, 4 years Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).	\$ 142,990.43
334519	800-05015-01	Gemini S5, English, Gray Boot	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for identification of unknown solid and liquid chemicals and explosives. Including 5 years Warranty, 5 years Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).	\$ 150,205.54
334519	820-00237-GM	Gemini Software-Only - 1 Year	Gemini Software Only, Application and Library	\$ 2,492.49
334519	820-05071-01	Gemini Support - 1 Year	Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 5,458.19
334519	820-05072-01	Gemini Support - 2 Years	Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 9,065.74
334519	820-05073-01	Gemini Support - 3 Years	Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 12,696.73
334519	820-05074-01	Gemini Support - 4 Years	Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 16,304.28
334519	820-05075-01	Gemini Support - 5 Years	Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 19,958.69
334519	820-05081-01	Gemini Training, On-Site, up to 12 Students, CONUS	On-Site Training within the Continental United States (CONUS). One 4-hour course for up to 12 students. Expires 9 months after date of purchase.	\$ 4,141.66
334519	820-05101-01	Gemini Warranty/Support/Training - 1 year	1 Year Extension of Warranty and Support, and one (1) 4-hour On-Site Refresher Training Class for up to 12 Students. Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision. On-Site Refresher Training within the Continental United States (CONUS; One 4-hour course for up to 12 students. Expires 9 months after date of purchase).	\$ 13,774.31
334519	820-05102-01	Gemini Warranty/Support/Training - 2 years	2 Year Extension of Warranty and Support, and two (2) 4-hour On-Site Refresher Training Classes for up to 12 Students. Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision. On-Site Refresher Training within the Continental United States (CONUS; One 4-hour course for up to 12 students. Expires 9 months after date of purchase).	\$ 21,270.53

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Authorized FAS GSA Schedule Pricelist

SIN	Part no	Product Name	Product Description	GSA Price
334519	820-05103-01	Gemini Warranty/Support/Training - 3 years	3 Year Extension of Warranty and Support, and three (3) 4-hour On-Site Refresher Training Classes for up to 12 Students. Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision. On-Site Refresher Training within the Continental United States (CONUS; One 4-hour course for up to 12 students. Expires 9 months after date of purchase)	\$ 27,736.02
334519	820-05104-01	Gemini Warranty/Support/Training - 4 years	4 Year Extension of Warranty and Support, and four (4) 4-hour On-Site Refresher Training Classes for up to 12 Students. Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision. On-Site Refresher Training within the Continental United States (CONUS; One 4-hour course for up to 12 students. Expires 9 months after date of purchase)	\$ 33,264.48
334519	820-05105-01	Gemini Warranty/Support/Training - 5 years	5 Year Extension of Warranty and Support, and five (5) 4-hour On-Site Refresher Training Classes for up to 12 Students. Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision. On-Site Refresher Training within the Continental United States (CONUS; One 4-hour course for up to 12 students. Expires 9 months after date of purchase)	\$ 37,855.92
334519	820-05111-01	Gemini Warranty/Support - 1 Year	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 10,213.60
334519	820-05112-01	Gemini Warranty/Support - 2 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 17,428.72
334519	820-05113-01	Gemini Warranty/Support - 3 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 24,550.13
334519	820-05114-01	Gemini Warranty/Support - 4 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 30,828.21
334519	820-05115-01	Gemini Warranty/Support - 5 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 35,513.35
334519	820-05121-01	Gemini Warranty - 1 Year	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 4,919.40
334519	820-05122-01	Gemini Warranty - 2 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 10,166.75
334519	820-05123-01	Gemini Warranty - 3 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 16,397.98

Thermo Scientific Portable Analytical Instruments, Inc.
Authorized FAS GSA Schedule Pricelist

SIN	Part no	Product Name	Product Description	GSA Price
334519	820-05124-01	Gemini Warranty - 4 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 23,800.50
334519	820-05125-01	Gemini Warranty - 5 years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 31,577.83
334519	820-05131-01	Gemini Warranty - Year 4 or 5	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 8,316.12
334519	820-05132-01	Gemini Warranty - Years 4 & 5	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 15,742.07
334519	810-02351-01	Gemini - HazMaster G3 S/W License Key	Gemini - HazMaster G3 S/W License Key	\$ 3,729.37
334519	820-00323-01	Gemini warranty extension	Gemini One Year warranty extension between year 6 and 11	\$ 6,512.34
334519	820-00324-01	Gemini support extension	Gemini One Year support extension between year 6 and 11	\$ 4,169.77
334519	800-05261-01	Gemini & SPRD-ER Bundle - 1 Year Warranty/Support (Gemini Only)	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for the identification of unknown solid and liquid chemicals and explosives. Including 1 year Warranty and Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after the date of purchase). RadEye SPRD-ER: Spectroscopic personal radiation detector for emergency response professionals, the package includes Lutetium Test Adapter, Desktop holder + USB connection cable, Software package RadEye.exe + RadEyeSpectra, Holster and spare AAA batteries	\$ 102,604.53
334519	800-05262-01	Gemini & SPRD-ER Bundle - 2 Year Warranty/Support (Gemini Only)	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for the identification of unknown solid and liquid chemicals and explosives. Including 2 year Warranty and Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after the date of purchase). RadEye SPRD-ER: Spectroscopic personal radiation detector for emergency response professionals, the package includes Lutetium Test Adapter, Desktop holder + USB connection cable, Software package RadEye.exe + RadEyeSpectra, Holster and spare AAA batteries	\$ 110,569.27
334519	800-05263-01	Gemini & SPRD-ER Bundle - 3 Year Warranty/Support (Gemini Only)	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for the identification of unknown solid and liquid chemicals and explosives. Including 3 year Warranty and Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after the date of purchase). RadEye SPRD-ER: Spectroscopic personal radiation detector for emergency response professionals, the package includes Lutetium Test Adapter, Desktop holder + USB connection cable, Software package RadEye.exe + RadEyeSpectra, Holster and spare AAA batteries	\$ 117,690.68
334519	800-05264-01	Gemini & SPRD-ER Bundle - 4 Year Warranty/Support (Gemini Only)	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for the identification of unknown solid and liquid chemicals and explosives. Including 4 year Warranty and Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after the date of purchase). RadEye SPRD-ER: Spectroscopic personal radiation detector for emergency response professionals, the package includes Lutetium Test Adapter, Desktop holder + USB connection cable, Software package RadEye.exe + RadEyeSpectra, Holster and spare AAA batteries	\$ 120,126.95
334519	800-05265-01	Gemini & SPRD-ER Bundle - 5 Year Warranty/Support (Gemini Only)	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for the identification of unknown solid and liquid chemicals and explosives. Including 5 year Warranty and Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after the date of purchase). RadEye SPRD-ER: Spectroscopic personal radiation detector for emergency response professionals, the package includes Lutetium Test Adapter, Desktop holder + USB connection cable, Software package RadEye.exe + RadEyeSpectra, Holster and spare AAA batteries	\$ 126,873.55



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.A
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: June 27, 2023

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

AGENDA TITLE: Approve the Fencing Replacement for the Baseball Diamonds at Rowley Park in the amount of \$37,983 for Fiscal Year 2023-2024

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve the Fencing Replacement for the Baseball Diamonds at Rowley Park in the amount of \$37,983 for Fiscal Year 2023-2024

RECOMMENDATION AND STAFF SUMMARY:

The fencing around baseball diamonds one (1), two (2), three (3) and four (4) were installed over 20 years ago. The life span for the fence is 10 years. The fencing for the baseball field has normal wear and tear from the hardballs that are hit against the fence, children climbing on it and weather damage. Staff has made ongoing repairs to the existing fence, but the elasticity of the fence has been stretched out and has become unrepairable.

The following three (3) bids were received from California Fence & Supply Co., Innovative Fence Inc. and Lobby Traffic Systems Inc.

Company	Bid
1. California Fence & Supply Co.	\$37,983
2. Innovative Fence Inc.	\$38,723
3. Lobby Traffic Systems Inc.	\$54,650

California Fence & Supply Co. was the lowest responsible bidder and had a bid of \$37,983. They are licensed in the State of California and have good and verified records of projects with various municipalities in southern California. The project is anticipated to be completed by July 2023.

Staff recommends that the City Council approve the fencing replacement for the baseball diamonds at Rowley Park.

FINANCIAL IMPACT/COST:

Fiscal Year 2023-2024-Deferred Maintenance Fund \$37,983

ATTACHMENTS:

[California Fence & Supply Co. Bid](#)

[Innovative Fence Inc. Bid.pdf](#)

[Lobby Traffic Systems Inc Bid.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

License # 794037
17423 S Figueroa St.,
Gardena, CA, 90248
Ph: (310) 323-3623
Fx: (310) 323-5220



Licensed
Bonded - Insured



MAP
DATE 4/25/2023
email*
Ph. 562.846.0920
Cell
FAX

****CHAIN LINK-ORNAMENTAL IRON-ELECTRIC GATES-REPAIRS-SUPPLIES****

Customer: City Of Gardena
Billing: 1700 W 162Nd St Gardena Ca 90248 *@gmail.com
Installation: Same Ask For Gabriel Gonzales

Install

786 x 9'6" Height 9 Gauge Chain Link Fabric

Any Missing Top, Middle or Bottom Rail.

Replace

Damage Posts, Top Rail, Middle Rail and Bottom Rail.

Light sand and paint all posts and horizontal railing.

Prevailing Wages have been applied

Please Sign and Fax both Proposal and the
Terms and Conditions to start work.

ESTIMATES ONLY GOOD FOR 30 DAYS FROM THE ABOVE DATE.

TOTAL: \$37,983.00
PAID DOWN: _____
BALANCE DUE: _____

TERM: 50% DOWN * BALANCE ON COMPLETION * DELINQUENT IN 10 DAYS * ALL OPENING ORDERS C.O.D.

SEE ATTACHED PAGE FOR TERMS & CONDITIONS OF THIS CONTRACT - ALL ESTIMATES SUBJECT TO APPROVAL BY CALIFORNIA FENCE & SUPPLY CO.

CALIFORNIA FENCE & SUPPLY:

CUSTOMER SIGNATURE:

Cesar Duron
Representative

Customer

Date: 6/3/2023

Innovative Fence, Inc.

8815 Somerset Bl.
Paramount, CA 90723
Lic #824575

Estimate

Date	Estimate #
5/5/2023	6873

Name / Address
City of Gardena 1670 W 162nd St Gardena CA

Ship To
Rowley Park 13220 Van Ness Ave. Gardena, CA 90249

Terms	Rep	Project
	Mario	

	Total
Labor to replace 786' x 10' high chain link fence, using existing posts, top rail, mid rail and bottom rail, replace 60) 1 5/8" damaged rail. All posts and rails to have 1 coat of silver paint. straighten 230' x 10' high chain link fence, re tie to rails and straighten rails. ALL @ \$ 38,723.00 Price includes prevailing wage, certified payroll, performance bond.	38,723.00

Due to the continued rise in material, this estimate is only good for 5 days.	Subtotal	\$38,723.00
	Sales Tax (9.5%)	\$0.00
	Total	\$38,723.00

Signature _____

Phone #	Fax #	E-mail	Web Site
562.408.6000	562.408.6116	innovativefence@sbcglobal.net	innovativefenceinc.com



Lobby Traffic Systems Inc
8583 Irvine Center Drive #10
Irvine, CA 92618
(800) 486-8606
jeff@lobbytraffic.com



Estimate

ADDRESS

City Of Gardena
1717 W. 162nd Street
Gardena, CA 90247

SHIP TO

Rawley Park
Gardena, CA

ESTIMATE # 17828

DATE 05/09/2023

EXPIRATION DATE 06/30/2023

ACTIVITY	QTY	RATE	AMOUNT
Chain Link Fence Remove 900LF x 12' High Existing Chain Link Fence & Damaged Rails Install New 900LF x 12' High Chain Link Fence With Middle & Bottom Rails Adjust Existing Rails & Re-Connect	1	53,000.00	53,000.00

SUBTOTAL	53,000.00
TAX	0.00
SHIPPING	1,650.00
TOTAL	\$54,650.00

Accepted By

Accepted Date



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 18.A
Section: DEPARTMENTAL
ITEMS - TRANSPORTATION
Meeting Date: June 27, 2023

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

AGENDA TITLE: Approve Contract with RideCo for On-Demand Microtransit Software in the amount of \$635,240 and a Project Total of \$698,764

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Contract

RECOMMENDATION AND STAFF SUMMARY:

As recommended by the Line-by-Line Analysis conducted in 2018, GTrans is pursuing an On-Demand Microtransit Service to provide a transit accessible community route within the City of Gardena's boundaries. Microtransit is a flexible, demand-responsive transportation service that integrates technology enabled software for on-demand trip planning on smaller vehicles, similar to Uber and Lyft. GTrans envisions Microtransit to serve major destinations in Gardena such as City Parks, Shopping Centers, Local Casinos, Libraries, The Civic Center, Senior Residences, Hospitals, and connection points to other transit lines. GTrans hopes to improve the community's overall transportation system by offering passengers and residents a convenient, efficient, and cost-effective mode of transportation that complements GTrans' existing services. By providing flexible transit options, GTrans aims to enhance mobility, reduce congestion, and promote sustainable transportation choices.

The new software will also allow GTrans to comingle the on-demand Microtransit service with its current Special Transit service, which is a special curb-to-curb transportation for elderly and disabled residents of Gardena, Hawthorne, Alondra Park and Del Aire. Presently, Special Transit service can only be reserved in advance by phone and scheduled by a single dispatcher using pen and paper. The implementation of Microtransit will not only transform Special Transit service to be a fully automated scheduling and dispatching solution, but also provide additional features such as booking via website and smartphone applications. Phone reservations through GTrans' customer service staff will continue to be available for customers. Through co-mingling, a single vehicle fleet can carry both Microtransit and Special Transit passengers, delivering a seamless riding experience to each passenger.

In order to successfully implement Microtransit, the deployment requires technological support from a software vendor in order to effectively manage and optimize the new service. GTrans issued a Request for Proposals (RFP) in March 2023 from qualified firms to provide Microtransit Software. The RFP was advertised using PlanetBids, which notified 269 firms,

including 32 Disadvantaged Business Enterprises (DBE), 36 Minority Business Enterprises (MBE) and 28 Women Business Enterprises (WBE). In addition, the solicitation was advertised in the Daily Breeze, Gardena Valley News (GVN), Transit Talent, several professional organizations and over 101 minority and small businesses and professional organizations.

Following a virtual pre-proposal meeting, 5 proposals were received from qualified firms: HBSS Connect Corp, RideCo, Spare Labs, The Routing Company, and Via Transportation. The proposals were evaluated based on qualifications and experience, work plan and cost. Following a comprehensive review of the proposals and reference checks, RideCo received the highest score. With over eight years in operation, RideCo has launched over 65 on-demand services across North America, including notable clients such as Los Angeles Metro, Houston METRO, and Metropolitan Transit San Antonio. RideCo's software platform transports about 2 million passengers annually in over 200 vehicles.

This contract will be done on a time and materials basis, with a base term of two years, and three, one-year options, at a cost not to exceed \$635,240. RideCo will provide their Software License cost per Revenue Mile at 0.21 cents per mile and not to exceed 60,000 miles, totaling up to \$12,600 annually. GTrans also requested option pricing for a Call Center Service component, in anticipation of needing after hours customer service assistance. This option is priced at \$70,720 per year with the total, five-year cost of \$353,600. While included in the overall price, this option will be exercised only if necessary, and with prior approval by GTrans. GTrans is requesting a contingency for this project of 10 percent, or an additional \$63,524 to accommodate any unforeseen expenditures that may arise. Such expenditures would not be allowed unless agreed upon and approved in advance by GTrans management.

GTrans respectfully recommends that the City Council approve an award of a contract to RideCo in the amount of \$635,240, and a program total not to exceed \$698,764, which includes a 10 percent contingency.

FINANCIAL IMPACT/COST:

GTrans has eligible funding within the FY24 approved operating budget for this project. Costs for subsequent years will be included in future budgets for Council consideration. There is no impact to the General Fund.

ATTACHMENTS:

[RFP 2022-04 Contract Package with RideCo Inc.pdf](#)
[RideCo Microtransit Software System Examples.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

AGREEMENT BETWEEN
THE CITY OF GARDENA
AND
RIDEKO U.S. INC.

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

1. Recitals.

A. City is desirous of obtaining Microtransit software system.

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

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

2. Services.

A. The services to be performed by Consultant shall consist of the scope of services outlined in Request for Proposal 2022-04 "Microtransit Software", and any associated addendum, incorporated herein by reference, unless otherwise instructed by City.

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

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

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

5. Consultant's Proposal. This Agreement shall include and incorporate therein Request for Proposal 2022-04 "Microtransit Software" and Consultant's proposal in response incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

6. Timing of Performance. Time is of the essence with respect to Consultant's performance of

the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.

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

8. Term of Agreement/Termination.

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

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

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

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

9. Invoices and Payments.

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

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

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

10. Records/Audit.

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

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

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

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

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

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

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

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

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

14. Use of Materials.

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

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

15. Confidentiality. 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 statutes ("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.

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

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

18. Legal Requirements.

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

B. Consultant warrants 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; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreements.

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

19. Conflict of Interest and Reporting.

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

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

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

21. Insurance.

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

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

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

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

2. General Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including hired and

non-owned autos with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

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

4. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, unless cancelled for non-payment, then ten (10) calendar days notice shall be given, is mailed to City.

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

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

b. The insurer shall agree to provide City with thirty (30) days prior written notice, of any cancellation, non-renewal or material change in coverage, unless cancelled for non-payment, then ten (10) calendar days notice shall be given.

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

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

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

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

payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

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

22. Indemnity.

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

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

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

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

24. 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.

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

City of Gardena – GTrans
Attn: Rachel Yoo
13999 S. Western Avenue
Gardena, California, 90249
Email: ryoo@gardenabus.com

RideCo U.S. Inc.
Attn: Cody Cornwell
10880 Wilshire Boulevard Suite 1101
Los Angeles, California, 90024
Email: cody.cornwell@rideco.com

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

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

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

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

29. 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.

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 reply 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.

30. Joint Drafting. 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.

31. Public Records 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 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as 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.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

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

CITY OF GARDENA

By _____
Tasha Cerda
Mayor

Date _____

ACCEPTED: RIDEKO U.S. INC.

By Prem Gururajan

Date 6/20/2023

APPROVED AS TO FORM:

Carmen Vasquez
Carmen Vasquez
City Attorney

Exhibit A

RideCo Proposal to RFP 2022-04



Microtransit Software Technical Proposal

RFP Number: 2022-04
Date: April 16, 2023



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COVER LETTER

City of Gardena
13999 S. Western Avenue
Gardena, CA
90249

Reference: City of Gardena (GTrans) Request for Proposals for Microtransit Software RFP No. 2022-04

RideCo U.S. Inc. (RideCo) is pleased to respond to the City of Gardena (GTrans) request for a proposal regarding subject-referenced project. This opportunity is especially exciting, as we have crafted a unique approach to deliver on all GTrans technology requirements while in parallel improving your passenger, driver, and team member experience across the agency.

RideCo is the most advanced on-demand technology and services company on the market today and is trusted by large and small city clients alike. We launched the first ever app-based on-demand public transit service in North America in 2015 and have since developed many innovative features that provide transit passengers with the best passenger experience and transit agencies with highly productive, financially sustainable services. We are proud of our quantifiable results verified by many agencies.

RideCo's technology is complemented by our unique, proactive, and data driven approach to deployment and support that seeks to align our technology with our customers' operational policies, budgets, and vision. Our proven track record in these areas has earned the trust of major agencies in North America – including Los Angeles Metro, RTC Southern Nevada, and Orange County Transit Authority

RideCo has spent years developing the technology and expertise to assist world-class transit agencies in the planning and deploying microtransit and paratransit services of all types. We are thrilled to be able to share this experience with you here. We welcome this opportunity and look forward to working with GTrans to provide a fully automated scheduling, dispatching and reservation system for your microtransit and commingled paratransit solutions. If you have any questions regarding our submission, please feel free to reach out to us at your convenience.

Sincerely,

Dave Bach
Regional Director
Email: dave.bach@rideco.com
Phone Number: 949-683-7887





1 Executive Summary

On behalf of RideCo, we appreciate GTrans for considering us as a technology partner. Based on our thorough review of this RFP and previous meetings and discussions, we have a firm understanding of the immediate technology and business needs of GTrans and are happy to report that we are 100% compliant with the requirements set forth in the RFP.

RideCo's industry leading software solution will allow GTrans to implement a Microtransit service that offers a dynamic schedule to accommodate under-served areas, while enhancing the current service delivery model by integrating on-demand trip planning and technology. The goal is to commingle this service in order to be able to provide a modern and effective paratransit service to communities in need while keeping productivity, cost savings, customer experience and efficiency top of mind.

Using the data provided by GTrans in the RFP documents as well as information gathered from our previous interaction with the GTrans team, RideCo has put together a service model aimed at concurrent operation alongside existing paratransit service while replacing the fixed route Line 4.

Some highlights of RideCo's solution include:

- **Productivity** – Through continuous optimization and automation of scheduling, you can expect an increased passengers per vehicle hour (PVH), significantly lowering your revenue hours/miles, operating costs, and cost per ride. The optimization of the service also reduces the number of vehicles required while still achieving 95%+ on time performance (OTP). **This equates to considerable savings annually with the reduction in vehicle revenue hours and miles.**
- **Efficiency** – Self-service booking and tracking solution coupled with continuous automated vehicle manifest optimization that can yield a 50% reduction in workload for reservationists and an 80% reduction for dispatchers. We have customer agency data to support our claims. Your passengers will benefit from an enhanced convenience with both advance-day and same-day trip booking options through a seamless booking experience.
- **Unique and Innovative** – RideCo will provide an innovative and refreshed technology approach to improve the ridership and driver experience. The approach leverages leading hardware technology solutions integrated with RideCo's best-in-class microtransit and paratransit software solution. We will deliver to GTrans a robust, unique, yet standardized, driver and passenger ecosystem that complements your strategy and future proofs your approach to transit.

Our solution, including core features such as, a modern, app-based booking process, unique automated trip negotiation and robust continuous optimization has changed the game for demand response transit services. Once forced to choose between rider convenience and operational efficiency, RideCo customers are now providing services with amazing results:

- 20-30% higher passenger per vehicle hour (PVH) than our leading competitors
- 98% Avg. on-time performance across all services
- 4.9-star ratings for rider satisfaction - *Loudoun County, VA ADA Paratransit*
- 6.0+ passenger per vehicle hour on peak days - *Cobourg Rides*
- 20% ridership growth - *Houston Metro Dial a Ride*
- 54% reduction in call center volume- *Houston Metro Curb2Curb*





RideCo is offering the ability to future-proof your on-demand technology services. Our solution manages all on-demand services seamlessly while providing the ability to:

- Support multiple trip booking parameters - advanced reservation, subscription, on-demand
- Commingle all services using a single vehicle fleet
- Completely automate driver and trip scheduling process with manual overrides
- Integrate microtransit services with guaranteed connections to fixed route and multimodal trip planning

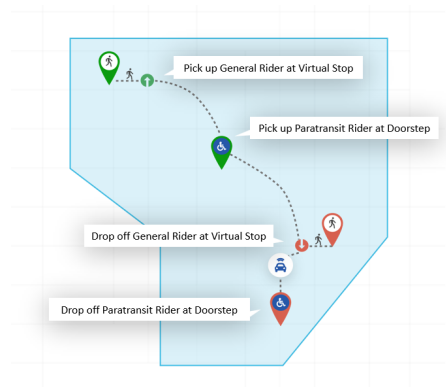
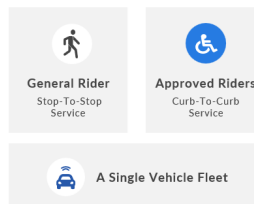
COMMINGLING CAPABILITY

Many agencies face the challenge of allocating resources across a range of services, such as microtransit, ADA paratransit, and non-emergency medical transit (NEMT). Each of these programs have unique service requirements, and the rigid allocation of vehicles and driver pools can result in underutilized programs that do not have the flexibility to respond to the fluctuating demands of the different services.

To address this challenge, RideCo's solution is designed to combine, or commingle, different programs, so that resources can be pooled and shared between them making service delivery more resilient to ridership variability.

Through commingling, a single vehicle fleet can carry both microtransit and paratransit passengers while meeting the requirements for each service (e.g., on-board times, stop types, boarding/alighting times, etc.) and delivering a seamless experience to each passenger. See section 7 of this proposal for a more detailed explanation of how RideCo will implement this commingled solution for GTrans.

Service Integrators Used



In short, RideCo's patented technology is industry leading and offers the most robust optimization solution available to the on-demand/demand response transit industry today. We encourage you to speak with our customers about our technology and the benefits they have experienced. We think you will be very impressed.

The primary contact for this proposal is:

Dave Bach

Regional Director

Email: dave.bach@rideco.com/bids@rideco.com

Phone Number: (C) 949-683-7887 (O) 213-293-3312





2 Firm Profile

RideCo is a privately-owned corporation and alongside its parent company Transit Labs Inc., have North American operations in Los Angeles, California and Waterloo, Canada; and staff in offices across the U.S. including in San Francisco, Denver, Atlanta, and North Carolina. We have been in business for over eight (8) years and have launched 65+ microtransit and paratransit services across North America and Asia with a healthy pipeline of launches already scheduled in 2023. Our notable large city clients include VIA Metropolitan Transit San Antonio, Houston METRO, Los Angeles Metro, Calgary Transit, and RTC of Southern Nevada. Our microtransit services in the United States and Canada collectively transport about 2 million passengers annually in 200+ vehicles on RideCo’s platform. RideCo currently is not using any subcontractors for the scope of the GTrans project.

Firm Size: 100 employees

Primary Business: On-demand, paratransit and microtransit software

Legal Name: RideCo U.S. Inc.

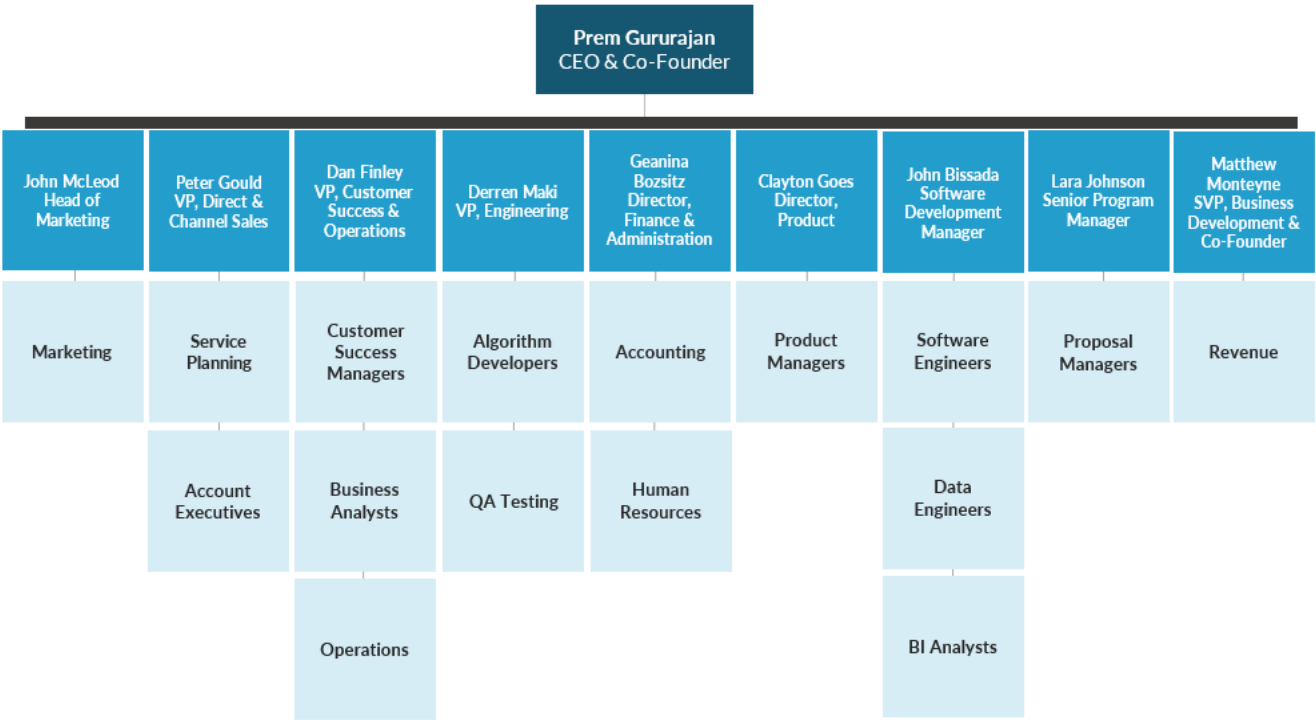
Address: U.S.: Oppenheimer Tower, 10880 Wilshire Boulevard Suite 1101, LA, California, U.S., 90024

Phone Number: +1 213-293-3312 | **Fax Number:** 1-866-837-2786

Email: proposals@rideco.com | **Website:** www.rideco.com

Parent Company Legal Name: Transit Labs Inc.

ORGANIZATIONAL STRUCTURE





The majority of RideCo's work is with various municipalities throughout North America. Consequently, the firm has a steady workload, reliable cash flow, and is financially stable. Since its incorporation in 2015, RideCo has launched more than 65 deployments, maintaining high standards of delivering project work and client services. The company has grown to meet the demands of our clients as well as to provide opportunities for our staff of over 100. The firm is backed by a pool of technology investors, and most recently, RideCo also raised \$20 Million in Series A funding, led by Eclipse Ventures, to accelerate growth of its on-demand transit platform.

There has been no bankruptcy, insolvency, company creditor arrangement or other insolvency litigation to RideCo since its inception. RideCo is currently involved in a patent infringement lawsuit Case 6:21-cv-00457 and has brought a counterclaim against the plaintiff Case 6:21-cv-00457-ADA.



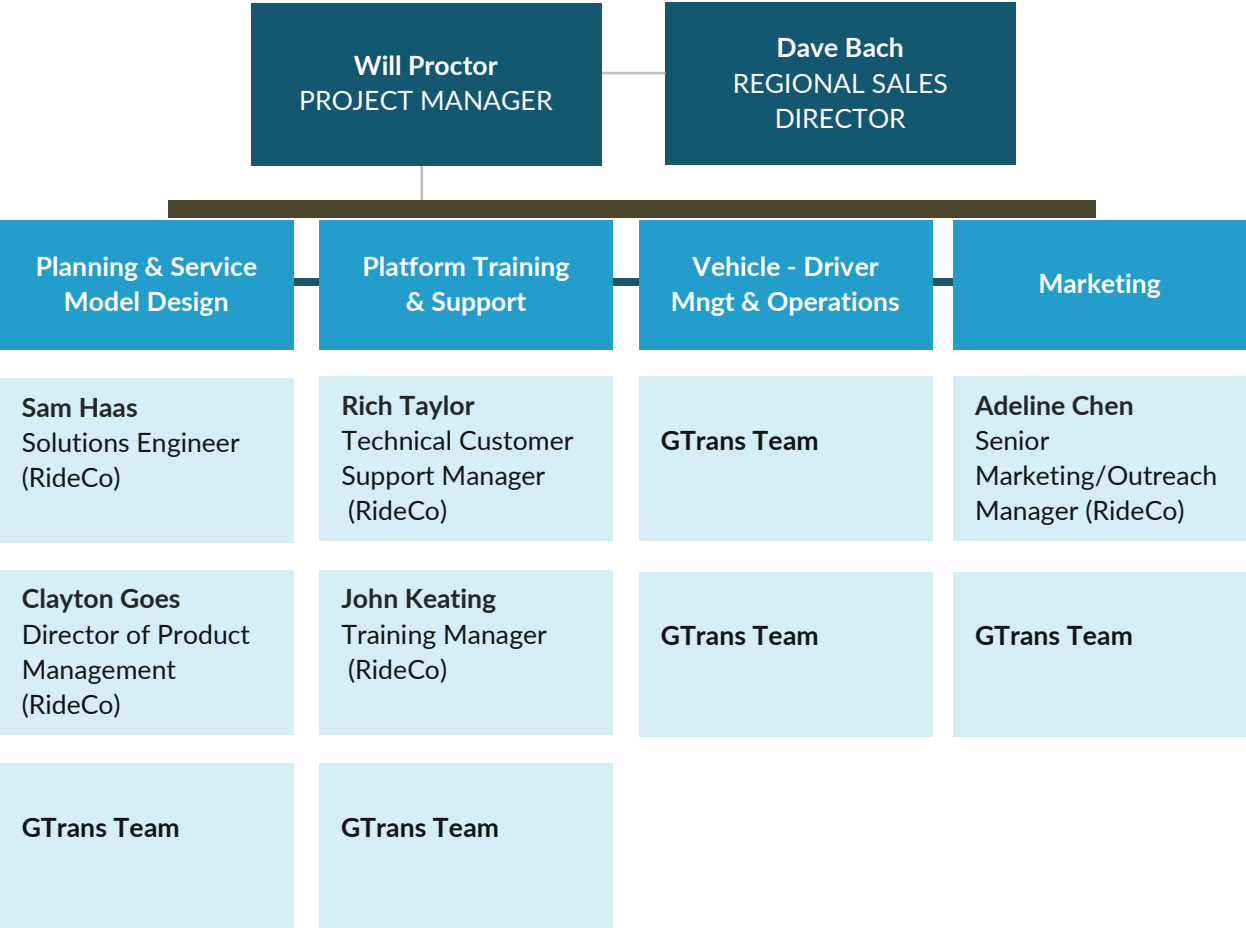


3 Key Personnel

RideCo has assembled an experienced team to implement this project for GTrans. The team brings extensive experience in deploying paratransit and microtransit projects across North America. This team becomes an extension of GTrans, attending closely to your needs and meeting on at least a bi-weekly cadence with key stakeholders.

Each unique RideCo deployment is assigned a Project Manager (PM) and an experienced operations team. This team becomes an extension of the transit agency, attending closely to their needs and meeting on at least a bi-weekly cadence with key stakeholders. GTrans staff would be expected to support the operation of the service and work alongside RideCo in the planning and service model design and in marketing efforts.

Professional qualifications, specialized experience, and technical competence of the project team are outlined following the organizational chart. Resumes detailing education and experience background for the team are included as an attachment to the proposal





Will Proctor – Project Manager

Responsibility: Will is responsible for the overall management of the project and will be the main point of contact for GTrans. He will ensure timely execution of all deliverables and will be responsible for the overall project schedule and budget.

Qualifications: As a Project Manager, Will oversees the project implementations and long-term customer support of on-demand microtransit and paratransit services across the country. He works with cross-functional teams and stakeholders to ensure that all aspects of the projects—planning, operations, finance, and customer support—are functioning at a high level. With over two years of experience at RideCo, Will deeply understands how RideCo's technology can meet the needs of our clients. In addition to hands-on operational experience on LA Metro's Metro Micro, North America's largest microtransit project, Will has worked with several projects, including OCTA, PRCT OmniRide, Loudoun County, Milpitas, and Moorpark, among others.

Will earned a Master of Public Policy with an emphasis in Transportation Policy and Urban Planning from UCLA. He has experience working in large and small transportation agencies in Southern California. Prior to his career in transportation, Will was a higher education communications professional at USC and UC Santa Barbara, where he created and implemented communications plans and managed vendors.

Will deeply believes that access to high-quality public transportation can lead to more equitable outcomes for people and the economic vitalization of a community. Will is a dedicated public transit rider and has lived car-free since 2018. His experiences riding the systems he works on informs how he approaches his projects.

Clayton Goes – Technical Product Manager

Responsibility: Clayton will oversee the technical deployment of the program and will be available for senior technical advice to the team, if required.

- *Customized and supported the deployment of 45 RideCo deployments in over 30 cities. Over 8 years in on-demand transit operations with RideCo.*

Qualifications: Clayton is RideCo's Director of Product where he leads the product development organization, removes roadblocks, leads strategic technical initiatives, and oversees the entire product development lifecycle. He has played a critical role in all key deployments from our first service in Milton (Ontario) where he served as Project Manager, to our most recent launches such as Los Angeles Metro and VIA Metropolitan Transit in San Antonio, Texas, where he oversaw the technical deployment of RideCo's platform. Clayton now oversees a team of engineers and product managers, in addition to managing the product roadmap and technology strategy. To date, Clayton has overseen service and platform customization for over 45 different transit agencies and private operators.

Sam Haas – Service Modeling

Responsibility: Sam will be responsible for service modeling and will ensure the launch is set up for success from the start. He will set flex stop locations, run simulations using the agency data, and will work with the Project Manager to ensure the services is successful.





Qualifications: Sam is RideCo's Head of Service Design and leads the service modeling process of all major RideCo deployments to ensure the launches are set up for success from the start. He develops on-demand service models that achieve clients' objectives and leverage the unique capabilities of the RideCo platform. This includes setting virtual stop locations, running simulations using transit agency data, and working with Project Managers to ensure our services are designed in a way that facilitates sustainable growth over time as ridership increases.

Since joining RideCo in 2020, Sam has played a critical role in several deployments and ensured RideCo's service models align with the transit agencies' needs and improve with time. Some notable RideCo deployments where Sam led the service modeling include SunLine Transit Agency in Riverside County, California, VIA Metropolitan Transit in San Antonio, Texas, Calgary Transit in Alberta, Canada, Leduc Transit in Alberta, Canada, Metropolitan Transit Authority of Harris County, Texas, Porter County Aging and Community Services, Inc., Regional Transportation Commission of Southern Nevada (RTC), to name a few.

Rich Taylor – Technical Customer Support Manager

Responsibility: Rich will be responsible for ensuring a timely resolution of any technical issues that may occur during implementation. He will maintain end-user satisfaction.

Qualifications: Richard has ~5 years of technical support experience at SaaS platforms. As a Technical Customer Support Manager, Rich provides support to RideCo's clients and partners, to ensure a timely resolution of issues and maintain superior end-user satisfaction. He escalates complex issues to the appropriate internal and external resources to collaboratively troubleshoot and resolve them accordingly.

John Keating – Training Manager

Responsibility: John will lead the training program of the applicable staff for this project. He will be responsible for developing training materials, training videos, job aids, reference materials and will deliver technical in-person and/or virtual training in collaboration with the Project Manager.

Qualifications: As a Training Manager, John is responsible for RideCo's training function. He develops training materials, training videos, job aids, reference materials and delivers technical in-person and/or virtual training to RideCo clients and partners. He is also responsible for the professional development training for RideCo's employees. John brings more than 15 years of experience in developing and implementing training programs for enterprise-wide software implementations. John also manages RideCo University, our online learning portal. He has delivered training for both online and in-person to various clients and partners, including LA Metro (Los Angeles), RTC (Las Vegas), CK Rider (North Carolina), KCATA (Kansas City), and OmniRide (Virginia).

Adeline Chien – Senior Marketing and Outreach Manager

Responsibility: Adeline will collaborate with GTrans marketing personnel for the creation of a marketing plan, go-to-market strategy, customer acquisition plan, and any related marketing collateral to operate and promote the service, and ensure marketing material is on-brand and following best practices.





Qualifications: As the Senior Marketing and Outreach Manager, Adeline assists RideCo's clients to successfully execute marketing campaigns and promote the service to reach ridership goals. She has worked extensively with Los Angeles County Metropolitan Transportation Authority (LA Metro) to build strategies leveraging integrated marketing channels including, but not limited to, paid digital, social, email, website, press releases, out-of-home, and community outreach. Adeline has been instrumental in helping LA Metro launch new service zones by ensuring all parts of the project are executed within budget and on time. Being a marketer, Adeline can provide insights both creatively, but also analytically based on data.

Adeline comes to RideCo with ~10 years of marketing experience from advertising agency and various brands.





Will Proctor

Project Manager, Customer Success & Operations



Professional Summary

Will is a transportation professional with more than three years of experience in transportation planning, funding, strategy, and analytics. He has a Master of Public Policy from UCLA where he studied transportation policy and urban planning. He has work experience at a government contractor, a county transportation agency, and a city transportation department. Prior to his career in transportation, Will was a communications professional for four years, leading media and marketing campaigns for higher education institutions. He is a dedicated public transit rider, living car-free since 2018.

Relevant Experience

Project Manager, Customer Success & Operations at RideCo

Key Clients: Riverside Transit Agency, PRTC OmniRide, Moorpark, Inglewood

2023 to Present

Business Analyst, Customer Success & Operations at RideCo

Key Clients: Los Angeles Metro, Orange County Transit Authority, Milpitas, Morgan Hill, Loudoun County

2022 to 2023

- Managed the technology implementation and delivery of on-demand microtransit and paratransit services, finding technological solutions to our clients' needs.
- Investigated and maintained program health through analyses and action on improvements to service. This included optimizing driver schedules and conducting spatial ridership analyses.
- Supported multiple stakeholders and cross-functional teams, including client teams, service planning, technology, operations, and marketing.

Core Competencies

- Services Strategy and Delivery
- Project Management
- Stakeholder Management
- KPI Management
- Transportation Operations
- Geographic and Spatial Analysis
- Data Analytics and Reporting
- Training and Development
- Marketing and Communications



Will Proctor
Project Manager, Customer Success & Operations
Email: william.proctor@rideco.com







Clayton Goes Technical Product Manager



Professional Summary

Clayton has extensive software development experience on a variety of platforms and a deep understanding of application lifecycles. With extensive leadership experience in rollouts of microtransit projects, he has the proven ability to thrive in high pressure environments through quick thinking, public speaking, and task delegation.

Relevant Experience

Technical Product Manager at RideCo

2014 to Present

- Responsibilities are all encompassing from design of the fundamental architecture and customization of the product to deployment setup and support
- Lead deployment rollout planning and project execution for over 40 RideCo deployments in over 25 cities
- Feature design and architecture
- Oversee product customization and white labelling of the rider app for over 15 transit agencies and private businesses
- Responsible for sprint planning, negotiation, and feature prioritization
- Lead core group of developers through employee management and delegation

Deployment Lead at BlackBerry

2006 to 2014

- Nine years in mobile and web development, software framework design, and sprint planning

Core Competencies

- Project Management
- Product Management
- Feature and Design Customization
- Web Programming: Java (GWT, Struts, Servlet), PHP (CakePHP and Other MVC Frameworks)
- JavaScript Programming: Plain JS and Frame integrations (Scriptaculous and Node)
- Mobile Programming: C++/Cascades, J2ME (BlackBerry/Android), HTML5, and Flash
- Database and Backend Integrations, SOAP, and RESTful Web
- Out of the Box API Development and Customization



Clayton Goes
Technical Product Manager
Email: clayton@rideco.com





- As **Software Architect**: Four years in software user design, system integrations, and web framework design
- As **Software Tools Developer**: Four years in software tools design, controls system export implementation, and application keycode design
- As **Software Developer Intern**: One year in assent management and documentation management

Network & Systems Specialist at ASICS

2005

- Responsible for network upgrades, evaluation, and maintenance

Education

- **Honours Bachelor of Computer Science**, McMaster University



Clayton Goes
Technical Product Manager
Email: clayton@rideco.com





Samuel Haas
Head of Service Design



Professional Summary

Sam develops on-demand service models that achieve client objectives and leverage the unique capabilities of the RideCo platform. He learns the ins and outs of agency's operations to provide a model that both solves challenges and fits seamlessly with existing operations. Sam supports his modelling work by developing and running rigorous real-time simulations of service days to provide accurate details on expected service model outcomes. Based on client objectives, he crafts and demonstrates specific use cases of RideCo's on-demand technology and is constantly collecting feedback on functionality and offering improvements. Sam also works with our existing clients on new zone and service expansion opportunities.

Relevant Experience

Head of Service Design at RideCo

2021 to Present

- Develop, model, and test on-demand service models for current and prospective clients
- Analyze transit networks and identify areas with high propensity for on-demand transit solutions
- Demonstrate software capabilities with bespoke demonstrations catered to the client's unique use case and objectives

Core Competencies

- Service Modelling
- Data Analytics and Simulations
- KPI Projections
- Problem Discovery
- Solution Identification and Scoping

Solutions Engineer at RideCo

2020 to 2021

- Understand the client's objectives with potential on-demand solution, current challenges, and wish list
- Analyzed large volumes of disparate transit data and created cohesive presentations and demonstrations that showed service model improvements in context



Sam Haas
Head of Service Design
Email: sam.haas@rideco.com





Entrepreneurship Program Coordinator at Wilfrid Laurier University

2017 to 2020

- Led all aspects of program creation and delivery for a portfolio of entrepreneurship programs serving over 3000 post-secondary students each year
- Increased external program revenue by 50% and worked with the team to increase external commercial funding by 200%

Education

- Bachelor of Business Administration, Wilfrid Laurier University
- Bachelor of Arts in Financial Mathematics, Wilfrid Laurier University



Sam Haas
Head of Service Design
Email: sam.haas@rideco.com





Richard Taylor

Technical Customer Support Manager



Professional Summary

Rich provides the first line of support to RideCo's partners, ensuring a timely resolution of issues to maintain superior end-user satisfaction. An expert on scalable processes, procedures, and functions, as well as data-driven approaches to transportation operations management, he escalates complex issues to the appropriate internal or external resources to collaboratively troubleshoot and resolve issues reported.

Relevant Experience

Technical Customer Support Manager at RideCo

July 2021 to Present

- Create and update department processes, documentation, and standard operating procedures
- Troubleshoot incoming customer queries and plan proactive technical support procedures
- Collaborate with the product team by collecting information regarding service issues and continuously improving the software platform and mobile apps

Core Competencies

- Customer Support
- Cross-Functional Communication
- Teamwork
- Salesforce Administration
- Confluence
- Jira
- Excel
- Intercom

Manager, Technical Support at Social Solutions

January 2021 to July 2021

- Managed and hired global team of Technical Support Specialists
- Coordinated training sessions, escalating/prioritizing customer issues, and reporting on technical support data
- Created and updated department documentation and standard operating procedures

Technical Support Specialist at Athena Software

April 2019 to December 2020

- Provided customer support via phone, email, and Salesforce for Athena's case-management software



Richard Taylor
Technical Customer Support Manager
Email: richard.taylor@rideco.com





- Diagnosed customer queries and identified potential bugs
- Coordinated with other teams to prioritize and resolve complex customer issues
- Additional Salesforce administrator and reporting duties

Master Control Operator at Corus Entertainment

November 2014 to August 2017

- Maintained continuity of on-air television feeds across Canada by monitoring all programming and signal transmissions from the Master Control Centre

Education & Certifications

- Bachelor of Business Administration, Memorial University of Newfoundland
- Diploma in Broadcast Television/Videography, Humber College Institute of Technology and Advanced Learning
- Salesforce Administrator Certification
- AWS Certified Cloud Practitioner



Richard Taylor
Technical Customer Support Manager
Email: richard.taylor@rideco.com





John Keating
Training & Development Manager



Professional Summary

John creates training strategies for successful software implementation. He focuses on creating and delivering curriculum to bring new customers up to speed quickly and efficiently.

Relevant Experience

Training & Development Manager at RideCo

2021 to Present

- Build client-centric training strategy to ensure knowledge transfer and skill development
- Develop scalable curriculum and training delivery solutions for internal and external clients
- Deliver in-person and remote training for employee and client onboarding

Independent Training Consultant

2011 to 2021

- Worked with various clients to develop and implement training programs for enterprise-wide software implementations
- Strategic advisor to leadership on topics such as training efficiency, budget management, training content, and delivery planning
- Workflow analysis and gap analysis
- Conducted synchronous and asynchronous online training events
- Delivered classroom training for a wide variety of audiences
- Hired, trained, monitored, and coached trainers
- Developed all training deliverables, including workbooks, lesson plans, user guides, videos, and micro-learning

Core Competencies

- Adult Learning Theory
- Training Strategy Development
- Technical, Software, and Process Training
- Curriculum Design
- In-Person Classroom Facilitation
- Online Training Delivery



John Keating
Training & Development Manager
Email: john.keating@rideco.com





Instructional Designer at Sutter Health

2008 to 2011

- Corporate training point of contact for the system-wide ambulatory electronic health record implementation and maintenance, supporting multiple regions throughout northern California.
 - Key deliverables included on-site and remote training, written curriculum, and end-user reference guides
- Hired, trained, monitored, and coached classroom trainers
- Provided classroom and on-site training for back office clinical users
- Instrumental in developing new training delivery strategy to reduce affiliate costs and increase efficiency, including cost comparisons and scheduling plans
- Developed all lesson plans, handouts, and assessments required for each class
- Created and presented live webinars to meet specific training delivery needs

Training and Development Specialist at K. Hovnanian Homes

2006 to 2008

- Single source for all training-related activities in region comprised of three divisions
- Performed needs analysis, curriculum development and adaptation, course facilitation, and evaluation
- Maintained consistency between local and national training materials
- Champion for organization's objective of becoming a leader in customer satisfaction; instrumental in maintaining region's standing as a top nationwide performer on customer satisfaction survey results through continuous improvement initiatives
- Developed job aids, reference material, questionnaires, tests, and activities to reinforce classroom learning
- Managed training budget, reporting, and evaluations
- Coordinated online training, subject matter experts, and corporate facilitators to meet specific training needs
- Delivered classroom training to employees in all departments, including call center, sales, production, customer service, and C-level leadership

Education & Certifications

- Bachelor of Psychology, Brigham Young University
- Online Training and Learning Certificate, Cal State East Bay
- Training Certificate, Association for Talent Development



John Keating
Training & Development Manager
Email: john.keating@rideco.com





Adeline Chien

Senior Marketing & Outreach Manager



Professional Summary

Adeline is a marketing expert with nearly 10 years of experience in both the advertising agency environment and working with various brands. She is seasoned in leading integrated marketing campaign planning and execution, including paid digital, social media, email, direct mail, partnerships, outreach events, and more. Adeline provides best-in-class communication and project management while working with clients and cross-functional teams.

Relevant Experience

Senior Marketing & Outreach Manager at RideCo

March 2021 to Present

- Lead business and communication strategies to target audience via multi-platforms including digital, traditional, and outreach while managing project timeline and budget
- Manage media and outreach agencies and collaborate with cross-discipline teams such as communication, digital marketing, and operation to develop creatives and tactics that influence consumer behavior
- Build reporting dashboards to monitor campaign and promotion results to determine best practices for future initiatives
- Spearhead go-to-market plan for new service launches to ensure project success

Marketing Manager at Club Pilates

March 2019 to March 2021

- Led as marketing contact to establish integrated marketing strategies, report on digital campaigns (Facebook Ads and Google

Highlights

- Marketing lead in executing campaigns and promoting the service to reach ridership goals
- Build strategies leveraging multi-channels including but not limited to paid digital, social, email, website, PR, OOH, vehicle branding, and community outreach
- Instrumental in helping launch new service zones by ensuring all parts of the project are executed within budget and on time

Core Competencies

- Brand Marketing
- Marketing Strategy
- Cross-Functional Team Communication
- Project Management



Adeline Chien
Senior Marketing & Outreach Manager
Email: adeline.chien@rideco.com





PPC), grow social media network, and expand community outreach via partnerships and events

- Collaborated cross-functionally with creative team to build marketing calendar and content to acquire new customers and retain existing members
- Managed vendors for PR, direct mail, photoshoot/video shoots, and paid media campaigns to generate over 75,000 leads per month
- Implemented brand content and promotions to increase website traffic by 31% YOY
- Built e-mail blasts and A/B test landing pages via Hubspot to optimize performance

Marketing Specialist, Direct-to-Consumer at ASICS

November 2015 to February 2019

- Drafted creative briefs and led strategic executions of events, advertising, promotions, PR, social media, and sponsorship for 100+ stores
- Initiated promo tracking system and regulated promotional coupons to drive traffic to stores and generate \$1,000,000+ in monthly revenue
- Spearheaded e-commerce affiliate marketing program and yielded \$2,000,000+ in 12 months
- Executed tactical campaigns and negotiated media placement with vendors to increase sales by 103%

Connection Planner at interTrend Communications

May 2012 to July 2015

- Communicated with media, production, creative, and strategic departments to develop integrated branding and media campaigns, including mobile, print, OOH, and television
- Executed \$100,000 engagement events by heading all aspects of logistics, including but not limited to proposal drafting, contract negotiation, vendor management, swag production, and post-event evaluation
- Coordinated influencers to produce social campaign that accumulated more than 18 million views on YouTube and increased the brand's net promoter score by over 41%

Education

- Bachelor of Arts in Business Economics, University of California, Irvine
 - Minor in Management
 - Minor in Digital Arts



Adeline Chien
Senior Marketing & Outreach Manager
Email: adeline.chien@rideco.com





4 Firm Qualification and Experience

Great projects are built on trust, expertise, and innovation. RideCo is proud to be a part of many great projects that have helped several agencies solve their transit and mobility challenges. We have been thoroughly validated by the market and bring a very strong reputation for successful program delivery.

Following are the details and contact references of some of RideCo's key implementations. We have also provided a case study of the RTC project in section 9 of this proposal.

Los Angeles Metro Micro, California (December 2020 – Present)

Microtransit service – providing transit access to thousands of passengers in traditionally underserved communities across LA County

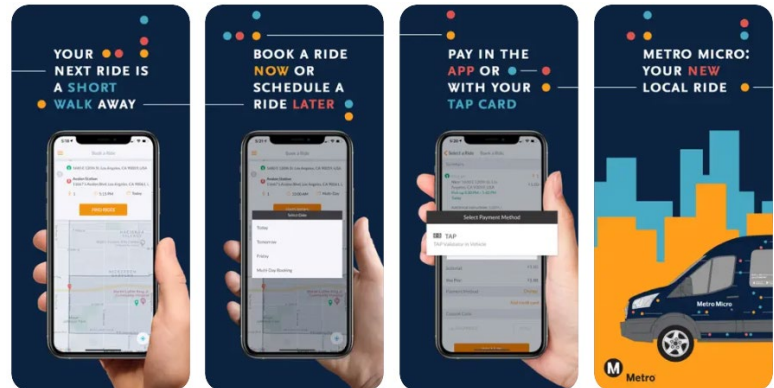
Number of Zones: 8 | Number of Vehicles: 80+

Contact: Sandra Solis, Director, Financial and Administrative Management Services Operations - Central Oversight & Analysis | (213) 922-6266 W | (213) 864-1894 C | solissa@metro.net

LA Metro, America's third-largest public transit agency by ridership, found that more than 50% of trips taken in LA County were short, solo trips that did not leverage public transit. To address this problem, the agency partnered with RideCo to launch a state-of-the-art 80+ vehicles microtransit service in 6 zones across LA County.



The microtransit service provides transit access to thousands of passengers in traditionally underserved communities. The service connects passengers from across LA County to Metro's existing fixed-route buses and trains. RideCo's real-time booking and scheduling software provides industry-leading productivity and a great passenger experience for Metro. Operated by Metro employees, this service allows passengers to plan entire multimodal trips through an app, a website, and a call center.





OmniTrans – OmniRide San Bernadino, California (September 2020 – Present)

■ On-demand service in Chino Hills

Number of Zones: 3 | Number of Vehicles: 9

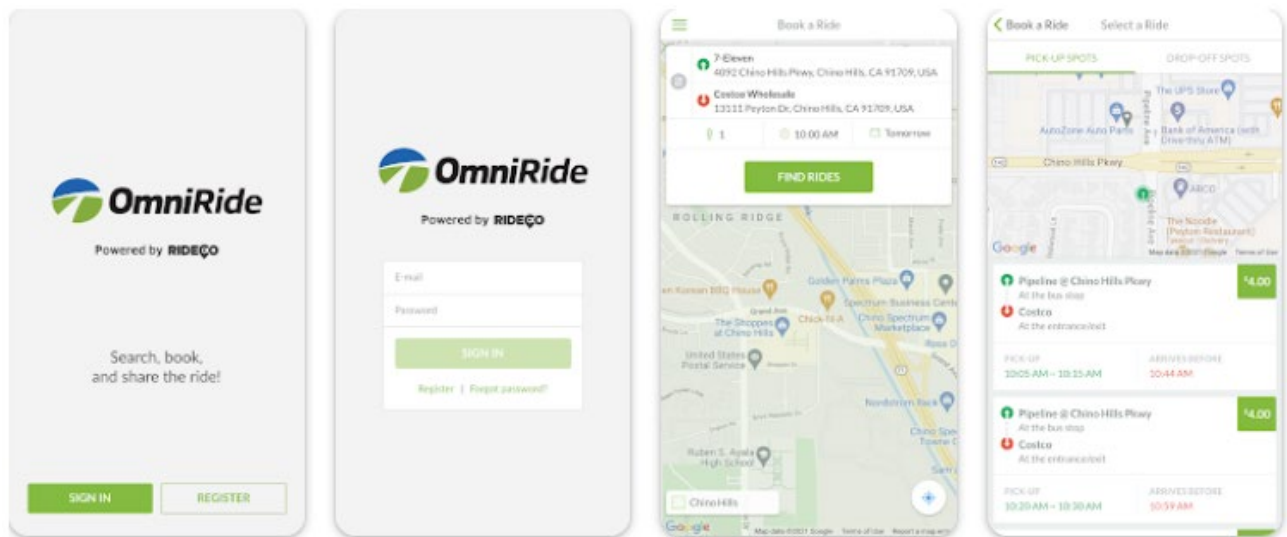
Contact: Victor Cuate, Service Planning Manager | (909) 379-7216 W | Victor.Cuate@omnitrans.org



Powered by RideCo's solution, OmniRide is San Bernardino Valley's first-ever on-demand microtransit pilot service. Residents and commuters are able to autonomously order their transit rides within the Chino Hills area (and parts of Chino), previously served by the eliminated OmniGo Route 365. Passengers simply reserve a trip to and from any location in any of the OmniRide service areas. The app directs customers to the nearest flex/virtual stop and arrive for pickup within 15 minutes before proceeding to their requested drop-off point. Passengers have the option of paying by credit card when making their reservation or paying cash onboard.

The service is available to the public on weekdays from 6 a.m. to 8 p.m., and vehicles are accessible to people with disabilities and mobility devices.

Because of the quality and efficiency of the service, in August 2022, the service boundaries expanded to add more communities, including Walmart and Amazon fulfillment center.



RTC OnDemand, RTC Southern Nevada (May 2021 – Present)

■ Commingled on-demand microtransit with paratransit

Number of Vehicles: 15+ | Number of Zones: 2

Contact: Francis Julien, Deputy CEO, (702) 806-4500, JulienF@rtcsonv.com





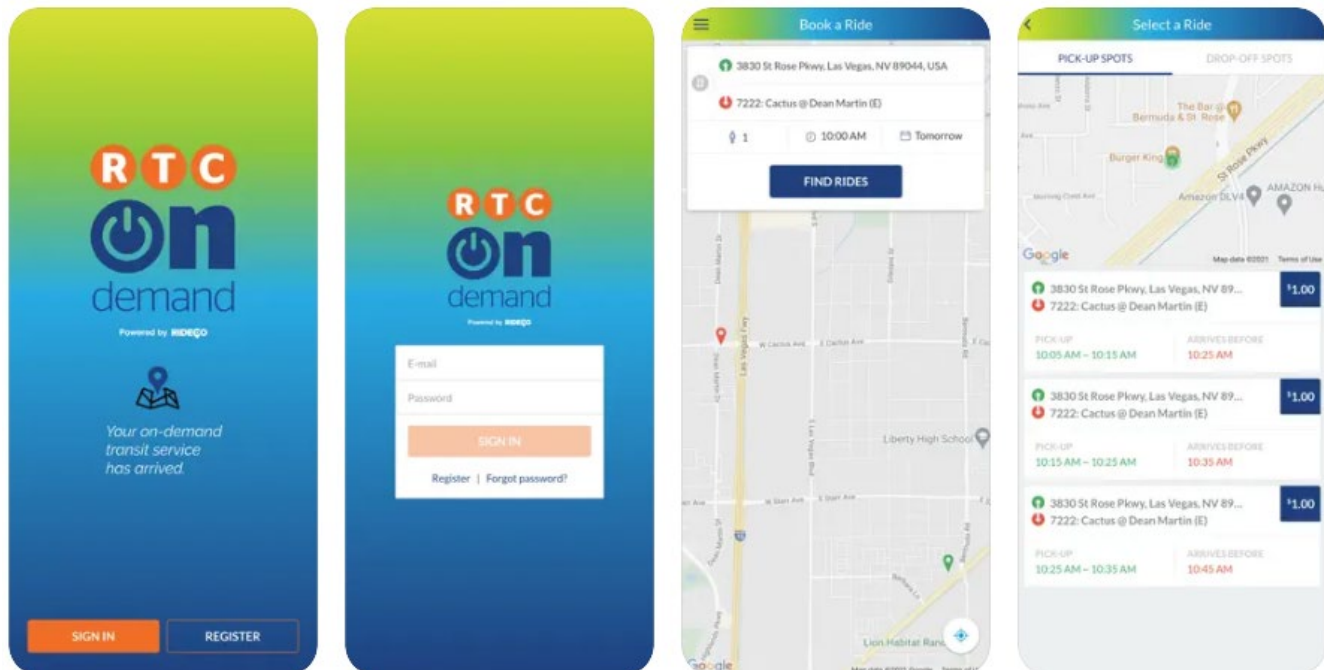
The Regional Transportation Commission of Southern Nevada (RTC) wanted to test an innovative but flexible mobility solution that could address several use cases. The agency engaged RideCo as the sole technology provider, commingling on-demand microtransit and paratransit in a single service, to move more people across the region. RideCo's solution also integrates with the transit network's existing fare structure, allowing passengers to pay for their trips through the RTC-OnDemand app for a seamless onboarding experience.



While microtransit customers connect to a defined points of interest or flex/virtual stop, paratransit passengers can access door-to-door service throughout the broader RTC service area. Customers can also travel to a location outside of the OnDemand zone by transferring to fixed-route transit at the edge of the service area.

Ridership and productivity have been steadily increasing with the continued adoption of the RTC-OnDemand service. For example, when ridership grew with the implementation of the school trip solution, so did productivity. 61% of the microtransit trips are booked more than two hours in advance. RideCo's platform enables on-demand and same-day bookings, which were not previously available to paratransit passengers.

Since its launch, the on-demand microtransit service has consistently seen a high percentage of shared rides with an average 8.2+ passengers per vehicle hour during peak commuting times. Continued adoption and growth of the commingled service have enabled the agency to reach new segments of both microtransit and paratransit customers across Las Vegas Valley.



4.1 Experience

RideCo typically provides services in one of two ways:





- **Software-only microtransit solutions:** RideCo provides all the necessary software and support while the agency leverages vehicle operations internally or through a contractor of their own.
- **Turnkey microtransit solutions:** RideCo has built a strong network of fleet providers across North America to deliver reliable on-demand service – this includes players such as Transdev (formerly First Transit), MV Transportation, Keolis, zTrip, CLS Global Transportation, Circuit - and the list continues to grow.

With a passion of increasing accessibility and equity, while increasing efficiency and productivity, RideCo provides solutions for a growing list of mobility-related challenges and use cases:

- Low-density area community trips.
- First and last mile access challenges for transit hubs.
- Upgrading paratransit to be more efficient and on-demand.
- Replacing underperforming bus routes.
- Rural mobility & intercounty connectivity.
- Parking management challenges at transit/rail stations.
- Lengthy or otherwise challenging commuting conditions for workers.

4.1.1 The Industry-Best Passenger Experience

RideCo was originally developed with the goal of supporting public transit and mobility. We are well known for our industry leading productivity metrics for on-demand services. While RideCo achieves best-in-class productivity metrics, this is not the only metric for which we are known. RideCo services consistently earn trip ratings averaging 4.8+ out of 5 stars and garner consistently positive feedback from passengers and transit agency administrative personnel alike. RideCo is also well known for delivering a reliable customer experience with highest on-time performance on both pick-ups and drop-offs. Some other features that differentiate RideCo's services from our competitors include the following:

Commingling: With Commingling, the same fleet can carry both microtransit and paratransit rides while retaining each of their respective service models. This enables microtransit riders to be picked-up and dropped-off at flex stops while paratransit riders are picked-up and dropped-off at doorsteps. Leveraging multiple service models within a single fleet, passengers can be offered different stop type, wait time, onboard time and many other service parameters based on seat types, known passenger lists, origin, destination, zones, time of the day, day of the week, etc. Through Seat Optimization, vehicle configurations can be optimized based on the passengers in the system and are re-optimized in real time. Today, using RideCo's commingling technology, several agencies are benefitting and increasing their service productivity, including the Regional Transportation Commission of Southern Nevada (RTC) OnDemand, Cobourg Rides (Town of Cobourg, ON), Merced The MicroBus - Transit Joint Powers Authority for Merced County, the City of Airdrie, AB, the City of Guelph, and the City of Welland, ON.

Solving first/last mile mobility: RideCo was originally developed with the goal of supporting public transit and therefore built in a way that creates seamless connections between on-demand and fixed route services. This has led to industry leading productivity metrics for first/last mile use. But while RideCo achieves best-in-class productivity metrics, this is not the only metric for which we are known. Our services consistently earn trip ratings averaging 4.8+ out of 5 stars and garner consistently positive





feedback from passengers and transit agency administrative personnel alike. Moreover, RideCo achieves a 98% on-time performance across all our services. It is this level of reliability that has led to success in solving first/last mile mobility challenges.

Time Snapping – A critical feature for enabling seamless connections to transit: One particularly relevant feature of RideCo's platform is called "Time Snapping," which enables RideCo's algorithm to account for local fixed-route schedules in its routing. With this information, our algorithm intelligently restricts passengers from arriving too early or too late for the connection. It accomplishes this by only providing trip options that arrive on time for seamless transfers. This eliminates the possibility of vehicles dropping off multiple passengers at different times for the same connection. This results in improved pooling rates and reduces total journey times for passengers. With RideCo's powerful passenger channeling technology and the batched scheduling of ride bookings, we can ensure that most rides are shared – something that simple "ride queue" technology cannot do. Given the prevalence of transit connections in the proposed service, this feature is a critical benefit to the passengers and your agency.

Frequency Variation: With frequency variation, you can adjust ride availability in low-demand peripheral areas to different service frequencies than higher demand parts of a zone, using a single fleet. What this achieves is more consistent and reliable ride options for the customers, higher sharing rates, higher vehicle occupancies, and greater overall system capacity and efficiency.

Guaranteed Pick-up Windows – Ensuring passengers can plan their trips efficiently: Compared to the floating pick-up times of our competitors, RideCo's fixed pick-up windows offer passengers a far more reliable experience, which builds trust between transit passengers and their local on-demand service. Not only is measuring on-time performance more difficult with floating arrival times, but passengers may regularly miss connecting transit, appointments, or work start times by being picked up even a few minutes late. Our fixed pick-up windows ensure that every passenger knows precisely when to expect their vehicle, regardless of whether they booked their trip the night before or 20 minutes before their scheduled pick-up.

Guaranteed "Arrives Before" Time – Ensuring passengers arrive to their connecting service on-time: As with our pick-up times, our arrival times are guaranteed. This is a feature that is unique to RideCo and one that allows passengers to travel with the confidence that they will always make their connecting trains or buses, get to work, or get to their appointments on time. Arrival times are aligned with departure times for fixed-route transit for a seamless passenger journey across the various means of transit that passengers may take. While other microtransit software vendors schedule each trip based on the passenger's desired pick-up time, each trip option offered to a passenger in our app provides an associated fixed arrival time. With over 98% on-time performance across all services, RideCo is the superior choice for multimodal transit trips.

Instantly Scheduled Trips – Predictability and reliability for passengers: Unlike other microtransit software providers, RideCo's system not only books trips instantly, but schedules them instantly as well. When a passenger books a trip in advance (as opposed to on-demand), it is automatically assigned to an actual live manifest. Our software begins making vehicle itineraries the second a single trip is booked and builds the rest of that itinerary around existing trips as new trips are added. Our algorithm optimizes for





vehicle utilization (maximizes the number of shared rides) but never presents passengers with trip options that violate the promised arrival time of any other passenger's already booked trip.

Rider Communication: RideCo's Passenger App provides passengers with live vehicle tracking through an onscreen map, real-time vehicle arrival times that are updated every few seconds, the number of stops their vehicle will make before their own (for both pick-up and in-vehicle/drop-off purposes), push notifications (when their vehicle is on its way) and the ability to communicate with their driver (through text message or phone call). The level of transparency afforded by these features ensures that passengers are constantly aware of their vehicle's location and what to expect at every stage of their pre-trip and trip experience.

Ability to Pre-Schedule or Bulk Book: Pre-scheduled rides are assigned to future driver itineraries and continuously optimized. Passengers are provided with a guaranteed pick-up window and arrive before time at the time of booking. This innovation supports the first-last-mile commuter and passengers with known travel times.

Comprehensive Data Collection, operational dashboard, and integration with different technology partners (Masabi, Transit app and Swiftly) to make service change decisions, enhance the passenger experience and streamline national transit database reporting.

RideCo's Capacity Configuration Optimizer: Once a passenger books a ride with a specific requirement, our system continuously optimizes against all possible seat configurations within the fleet to rearrange passengers dynamically and autonomously. This will ensure that GTrans can serve as many passengers as possible in the most efficient way. Using the Capacity Configuration Optimizer, paratransit and microtransit services can be commingled within a single fleet to accommodate every possible passenger type while increasing your passengers per vehicle hour. This feature allows your agency to utilize a mixed fleet of different vehicle models to further optimize operating cost and utilization, while also adhering to regulations on service levels to special needs passengers.

Rides Optimization with a Mixed Fleet: RideCo's solution brings a strong ability to optimize the allocation of rides based on the agency's strategic preferences. For example, in a zone with electric and conventional vehicles, the agency may wish to prioritize the allocation of rides to the electric vehicle to support the strategic goal of reducing vehicle emissions. RideCo's platform includes this capability to prioritize certain vehicle types (e.g., electric, autonomous). In addition, the system is always aware of the mobility options supported by each type of vehicle. That means if passengers require specialized equipment like a wheelchair seat/ramp the correctly equipped vehicle is always dispatched.

ADA Compliant: The Americans with Disabilities Act (ADA) requires agencies that provide fixed-route service to also provide complementary paratransit service for those who cannot access the fixed route. In general, ADA requires certain service characteristics be met to ensure that individuals have equivalent levels of service regardless of their ability. RideCo's system provides equivalent levels of service to all passengers of all abilities. We do this in a few keyways, such as by providing shared fleet, shared booking/reservation system, and accommodations for eligible users.





Driver Scorecard: Also known as “guardrail,” this provides daily summaries that outline driver behavior, incidents, and mistakes that impacted the service. This actionable information is designed to continuously help the improvement of service productivity, reliability, and on-time performance. Alerts include pick-up step delay, step ignored, late start, drop-off step delay, and location areas.

Dynamic Breaks: Dynamic Breaks benefits the drivers, dashboard operators, and the efficiency of the program overall by allowing the driver breaks to be inserted into existing itineraries. The RideCo Dynamic Breaks functionality is also able to respect union and legal requirements with regards to driver break frequency and duration. Specifically, benefits include:

- Ensuring breaks are taken at the most optimal time.
- Increasing efficiency, productivity, and on-time performance.
- Easy to use break visualization and interface through the RideCo Dashboard.

Automatic Booking Limitation: The Automatic Booking Limitation feature automatically places a temporary booking limitation on users who have a high rate of cancellation and no-shows. This feature helps discourage and prevent unfavorable behavior from passengers. It also keeps service running more efficiently, as it can prevent future no-shows and late cancellations from entering the system from users who are gaming the service. This feature takes the approach of educating users about their impact on service rather than removing their ability to book altogether. Users who fix their poor behavior will automatically have limitations removed.

Technology Transition Management: A greater number of agencies and municipalities are implementing on-demand transit into their public transportation systems, and RideCo is at the forefront of this shift. Alongside the expansion of microtransit within the mobility ecosystem, RideCo has helped many agencies and municipalities across North America launch new microtransit programs as well as replace existing underperforming and inefficient legacy software with state-of-the-art fully automated scheduling and routing software. This technology transition and adoption of RideCo’s value proposition of productivity, reliability, and partnership, is bringing a transformative shift to static, fixed-route transit systems.

The following table outlines microtransit and paratransit programs where RideCo replaced incumbent inefficient technologies for different agencies and municipalities:

RideCo Program	Underperforming Software Replaced	Service Model
Porter County, IN (PCACS)	Routematch	Paratransit (curb-to-curb)
Cobourg, ON (Pick Up)	Routematch & Fixed Route Replacement	Commingled (curb-to-curb, stop-to-stop)
Concord, NC (CKAT – CK Rider)	Routematch	Paratransit (curb-to-curb)
Los Angeles, CA (Metro Micro)	Via	Microtransit (stop-to-stop)
Orange County, CA (OCTA - OC Flex)	Via	Microtransit (curb-to-stop)
Las Vegas, NV (RTC – OnDemand)	Via	Microtransit Commingled (curb-to-curb, stop-to-stop)
Loudoun, VA (LC Transit – Paratransit)	Trapeze	Paratransit (curb-to-curb)





Houston, TX (Houston METRO)	Trapeze	Microtransit and Paratransit (curb-to-curb, stop-to-hub)
Las Vegas, NV (RTC - OnDemand)	Trapeze	Paratransit Commingled (curb-to-curb, stop-to-stop)
Guelph, ON (Guelph Transit)	Trapeze	Paratransit Commingled (curb-to-curb, stop-to-stop)
Niagara Region, ON (NTC - St. Catharines)	Easy Rides	Paratransit (curb-to-curb, stop-to-hub)
SunLine Transit Agency, CA (SunLine)	TransLoc	Microtransit (stop-to-stop)
Plymouth, MN (Plymouth Metrolink -Click-and-Ride)	TransLoc	Microtransit (curb-to-curb)
Merced, CA (TJPAMC - Micro Bus)	Ecolane & Fixed Route Replacement	Commingled (curb-to-curb, stop-to-stop)
Kansas City, MO (KCATA)	Spare Labs	Microtransit (stop-to-stop)

A Managed Service: The success of an on-demand program relies on more than just the right tech. RideCo will staff this program with a dedicated team of service designers, business analysts, program managers, and developers who are dedicated to the project. They will work in partnership with you to design the service, configure the technology, launch the service, provide continued monitoring, and make recommendations for post-launch modifications and configurations to ensure that the service meets GTran's on-demand microtransit objectives.

5 Work Plan

5.1 Implementation Plan

RideCo's overall launch and implementation of the microtransit program spans a comprehensive set of processes spanning 8-12 weeks structured within the Project Management Institute's (PMI) five Process Groups or Phase approach. RideCo will operate the program with an experienced project team of 3 to 10 staff, including a Project Manager, Product Manager, Technical Customer Support Manager, Training Manager, Service Modeling/Planning Manager, Marketing and Outreach Manager, and an Account Manager.

This team leads the overall implementation effort, system setup, app white-labeling, and conducts all driver, administrator, and reservationist training. The Project Manager conducts regular weekly meetings with the GTrans team throughout the implementation process to ensure a successful launch. During the initial phase, the team monitors the performance of the data daily, continues to have regular meetings with GTrans, proactively provide opportunities to capture additional ridership, and makes any modifications or adjustments required.

The Project Manager acts as a single point of contact and is available to the GTrans team through email, cell phone, and shared messaging platforms such as Slack or Microsoft Teams. In accordance with our service level agreement, the Project Manager or project team are available 24/7 to respond to critical issues.





The project team facilitates a smooth transition during the implementation process through a detailed training program that covers every aspect of our platform and ensures that reservationists, dispatchers, operators, and administrators are completely proficient with the technology and service parameters.

RideCo's support extends beyond just transition. We continue to provide proactive support throughout the duration of the contract. RideCo's project team schedules regular meetings after launch, during which they review the performance of the service and provide proactive data-driven recommendations for service improvements and modifications.

All phases of the implementation process with associated timelines to complete are highlighted in the Project Timeline Gantt Chart below. More details of each step follow the Gantt Chart.





Project Implementation Timeline											
Weeks to Launch								Launch		Post Launch	
1	2	3	4	5	6	7	8	9	10	11	12
Week 1	Week 2	Initiating RideCo: Provide project schedule and Gantt chart, weekly status reports, white labeling assets, schedule team meetings, implement city-approved privacy solutions; and aid the city in conducting privacy impact assessment Joint Effort: Contract execution and receipt of NTP, finalize project team; identify stakeholders and communication channels; finalize project plan; identify risks & mitigation; create communications plan; client data collection City: Conduct privacy impact assessment									
		Week 3	Week 4	Planning RideCo: Determine service requirements & gap analysis; provide the city with required data, resources for test/production environments, documentation specifying required hardware, software, and finalizing white-labeling requirements Joint Effort: Define user roles and permissions; document data structure & standard procedures; approve service requirements and service model							
			Week 4	Weeks 5, 6		Executing RideCo: Configure software solution to meet city-identified requirements; customize software solution to the city's branding; monitor and communicate progress through weekly status reports and project team meetings; train the city staff and drivers Joint Effort: Develop & finalize service stops, fare, and remittance process; conduct training and prepare pre-launch test materials City: Acquire and onboard driver & vehicles					
Monitoring and Controlling RideCo: Prepare for soft launch and user acceptance testing (UAT), develop transition plan; debrief with project team to review issues, timelines & responsibilities; provide tech. support; answer any outstanding questions; fix any Issues and document resolution Joint Effort: Set up additional data required to support soft launch and go-live; monitor and communicate progress through KPI reports & meetings test materials						Week 7	Week 8	Week 9			
Closing RideCo: Provide ongoing technical support; hand over all project documentation to the city; make all data associated with the pilot available to agency where required; help advance the on-demand transit service to larger areas Joint Effort: Develop detailed roadmap outlining expansion phases, rollout plan, dependencies, timelines, and resource requirements for both RideCo and agency; conduct “lessons-learned” session										Week 10	Weeks 11, 12





5.1.1 Initiating

Task/Deliverables	Owner	Start/End
Confirming all business and functional requirements	RideCo	Week 1
Getting sign-off from the GTrans project team	RideCo	Week 1
Monitoring & communicating progress on pre-launch activities	RideCo	Week 1-2
Weekly status reports	RideCo	Ongoing
Transit project team meetings	RideCo/GTrans	Ongoing
Identifying what resources are required from GTrans to form the project team	RideCo/ GTrans	Week 1
Identifying all project stakeholders	RideCo/ GTrans	Week 1
Finalizing the project plan, including specific tasks and task owners identified, timelines and target completion dates for each phase and task, and resource requirements from both RideCo and GTrans	RideCo/ GTrans	Week 2
Completing a thorough analysis to determine which data points, data sources, and integration needs are required to implement the service, as well as what configurations or customizations are required to meet GTrans' project goals	RideCo/ GTrans	Week 2
Identifying potential risks and defining mitigation strategies	RideCo/ GTrans	Ongoing
Creating a communications plan to keep stakeholders up-to-date on progress	RideCo/ GTrans	Week 1

Duration: Two weeks.

Challenges/Mitigation: None.

GTran's Responsibilities: The agency's effort during this first phase will be fairly minimal, with RideCo's team mostly requiring sign-off and verification of pre-launch tasks. Other efforts required during this phase might be helping RideCo's project team finalize the project schedule. The assumptions made to determine these estimates include 20% of the available working hours of two or more senior agency staff members who can provide input into the project schedule and speak on behalf of GTrans. In this phase, GTrans is welcome to include additional staff on the project; however, RideCo is a true SaaS company and at all stages require minimal effort from our transit agency partners besides providing clear guidelines and goals for the project and verifying or approving of decisions.

5.1.2 Planning

Task/Deliverables	Owner	Start/End
Implement GTrans -approved privacy solutions; aid agency in conducting privacy impact assessment	RideCo	Week 2





Conduct privacy impact assessment	RideCo	Week 2
Identifying potential risks and defining mitigation strategies	RideCo/ GTrans	Ongoing
Preparing technical specification documentation with requirements that can be clearly traced back to each task	RideCo	Week $\frac{3}{4}$
Providing GTrans with a list of all data that we require to run simulations and iterate upon the service design, as well as our preferred data format	RideCo	Week $\frac{3}{4}$
Providing GTrans with technical resources for test and production environments	RideCo	Week $\frac{3}{4}$
Providing GTrans with documentation detailing the technical requirements of the hardware needed to run our software solution	RideCo	Week $\frac{3}{4}$
Defining user roles and permissions within the RideCo system	RideCo/ GTrans	Week $\frac{3}{4}$
Documenting our data structure and the standard procedures, which will be supported by our software solution, suggesting efficiencies and improvements based on best practices	RideCo/ GTrans	Week $\frac{3}{4}$

Duration: One to two weeks, with risk assessment and mitigation ongoing throughout the project.

RideCo's privacy and security standards with respect to protecting personal information on the cloud are multifaceted and are regularly updated to meet transit agency's specific requirements. All data generated by RideCo's platform is stored on Amazon Web Services (AWS). AWS is fully compliant with federal, provincial, and local laws and regulations regarding global data protection standards – including ISO/IEC 27002 for Privacy Information Management Requirements and Guidelines. All data at rest is encrypted in our database using the industry standard AES-256 encryption algorithm. When in transit, data is encrypted over HTTPS using 2048-bit SSL certificates.

Additionally, all users are required to accept a standard terms and conditions and privacy policy the first time they use the app and for any subsequent changes to the terms of service. To reduce risk and protect customers' personal information, user data is limited to necessary information only; an email and phone number are all that is required to set up an account. Ride request and booking data are stored, but actual user GPS locations are never transmitted back to the RideCo system. No further personally identifiable information is stored in the RideCo system either.

In terms of how RideCo's software platform interacts with personally identifiable information, the privacy and user security arm of our engineering team set systems in place that automatically obfuscate all personally identifiable information by converting it into randomized string data so that any specific record(s) cannot be tied back to any individual(s).

RideCo operates on a principle of least privilege, so that the only member of the RideCo's project team who will be able to access personal information using our technology will be the Project Manager. No





other members of the RideCo team will have default access to personally identifiable information until permitted by the Project Manager, and access can be made temporary or limited to only certain information. For instance, if GTrans requires our proposed Data Analyst on this project to prepare a specific report that might require access to personally identifiable data and permits our Data Analyst to do so, he may be given temporary access to this data for the purposes of reporting. However, while this scenario is possible, it is unlikely because our KPI reports are customized to transit agency specifications before the project launches and then automatically sends the required data to the appropriate agency administrator(s).

As mentioned above, all stored data – including personal information – is encrypted in our database using the industry standard AES-256 encryption algorithm. When in transit, data is encrypted over HTTPS using 2048-bit SSL certificates. The information is stored in Amazon Web Services' cloud servers. Amazon Web Services' servers for Canada are in Montreal, and RideCo's security team has set in place industry-standard processes to automate the storage of all data generated by our services in the Amazon Web Services cloud.

RideCo has never had a reported data breach or security incident. We use third-party security researchers to continuously audit our system's security posture and identify any unauthorized access. In the event of a reported vulnerability, the issue is escalated to a response team who identifies and remedies the vulnerability based on the determined severity and threat level. In addition to this, RideCo's multi-tenant cloud platform is consistently updated at no additional cost during the period of the contract so that our customers always have the latest version of the software. Updates typically occur once per month, and users likely will not even notice an update has occurred (unless we have added a new feature). Finally, as an additional layer of security, all permission escalations are flagged and audited daily by our security team to identify any possible breaches as soon as they happen.

Personal information is destroyed by a member of the security arm of RideCo's engineering/software development team. The disposal process is simple, since our platform is cloud-based, and no information is ever stored locally. Our security team deletes the specific data/information in question from the cloud and turns off the archive settings so that the information is no longer stored in the archive either.

For physical equipment requiring disposal, we have a hardware sanitization procedure in place that erases all data permanently from the device in question before it is disposed of or reused by current/future employees. All storage devices that are provisioned by RideCo's IT department start out with encryption enabled by default, so there is an inherent level of security when dealing with this hardware.

All returned storage devices (including those in laptops such as hard disk drives) are scrubbed using the Linux tool 'shred.' This tool securely deletes files and devices so that it is extremely difficult to recover them, even with specialized hardware and technology.

If a storage device has failed and is unable to be powered on and scrubbed in the usual way, it will be physically destroyed. For hard disks, this means opening the case and destroying the individual platters. For USB keys, this means opening the case and destroying the individual memory chips. It should be noted that all storage devices set up by RideCo's IT department has encryption enabled, so the data on the devices should not be readable even if physical fragments are lost or stolen. Physical storage, such as CD ROMs, is destroyed by a physical shredder.





All actions relating to the collection, retention, correction, copying or disposal, or data are automatically logged in the RideCo system's backend and are subjected to auditing on a regular basis by our security team, as well as an annual external audit by an external security team.

To ensure that personal information will be retained for a minimum of one year after its last use, our system automatically archives all service data for a period of five years. While five years is our default setting, longer archival periods can be set if required.

Finally, our backend system automatically stores all records and information generated by each individual service. GTrans can access this data through the backend dashboard suite and the KPI reports sent to them on a regular basis by RideCo's project management team.

Challenges/Mitigation: Getting the branding or white labeling assets for the Passenger App from GTrans in a timely manner. The only dependency of the subsequent phase upon this one is defining of user permissions, which is something that can be done in a matter of days.

GTrans Responsibilities: The effort required for the agency staff will be minimal in this phase, as our product is ready to go "out-of-the-box" and will not need any additional development work except for white labelling and otherwise customizing the Passenger App to the GTrans brand. The assumption made to determine this estimated level of effort is that we will require 20% of the available working hours of two senior agency staff members who can provide input into the service design and speak on behalf of GTrans in terms of how user permissions should be set up in the RideCo system. Finally, the only additional input required of the agency during this phase is the "seat types" customization for the Passenger App, which may, for instance, offer trips for those with bicycles, in wheelchairs, or with companion travelers. These are fully customizable to the agency's specifications and are limited only by the actual vehicles to be used for the proposed service.

5.1.3 Executing

Task/Deliverables	Owner	Start/End
Configuring RideCo's software solution to meet the GTrans -identified requirements in a test environment	RideCo	Week 4
White-labeling/customizing Passenger App	RideCo/ GTrans	Week 4
Completing all required customizations to our software solution to meet the GTrans -identified requirements	RideCo	Week 4
Monitoring progress and communicating it to the GTrans through weekly status reports and regular meetings between RideCo and GTrans respective teams	RideCo	Week 4
Resolving all issues identified during the integration testing	RideCo	Week 5/6
Monitoring progress and communicating it to GTrans through live data (our backend dashboard suite), daily KPI reports and regular project team meetings with GTrans	RideCo	Week 5/6





Developing and delivering hands-on training to GTrans administrative staff, transit operations staff, and vehicle operators, including a complete overview of all requisite knowledge to operate the service daily as well as training documentation walking through support interfaces and all other technical aspects of the RideCo system	RideCo/ GTrans	Week 5/6
Developing a pre-launch trial for the customized and configured RideCo solution before going live	RideCo/ GTrans	Week 5/6

Duration: Three weeks

Challenges/Mitigation: As RideCo's software offering is ready to go "out-of-the-box," there are few possible constraints that may arise during this phase, with the single exception of the GTrans team not being available to sign off on the customized RideCo platform. This is mitigated by constant communication with the project team to review deliverables and deadlines outlined in the project schedule as well as impact of any potential delays to the launch date. The other challenge in this phase is the availability of the drivers or operators for training if they are currently used in an existing service. To mitigate this risk, the training schedule is developed in coordination with GTrans in advance.

GTrans Responsibilities: This will be one of the most resource-intensive phases for the agency's staff since every vehicle operator, transit operations manager, reservationist, and the system administrator will need to have a solid understanding of all relevant elements of the RideCo's system before the next phase may begin. Assumptions made regarding these estimates include 50% of the time of all administrative staff who will be involved in the service once it is active and either 5% of the time of all vehicle operators to be involved in providing the service or 10% of the time of a select group of reservationists, drivers, transit agency operations managers and trainers who will be responsible for training other GTrans staff.

5.1.4 Monitoring and Controlling

Task/Deliverables	Owner	Start/End
Developing a testing environment that ensures the functionality of the configured RideCo's system aligns with GTrans -identified requirements	RideCo/ GTrans	Week 7/8
Conducting soft launch or user acceptance testing (UAT)	RideCo/ GTrans	Week 7/8
Setting up any additional data required to support testing and go-live of the pilot, including but not limited to data architecture, workflows, custom reports and dashboards, and system-triggered notifications and messages in the test environment	RideCo/ GTrans	Week 7/8
Support for using and interpreting the dashboards and capabilities of the system	RideCo	Week 8/9
Data analytics services to provide weekly or monthly reports	RideCo	Week 8/9





Education and training for new features deployed with software updates	RideCo	Week 8/9
Developer user training	RideCo	Week 8/9
Developing communications plan and materials to be used in the promotion of the service to the satisfaction of GTrans' Project Manager	RideCo/Agency	Week 8/9
Preparing the solution for go-live	RideCo	Week 8/9
Migrating the configured solution – including any integrations and relevant data – to a production environment following go-live decision by the project team	RideCo	Week 8/9
Detailing a transition plan to ensure no disruption of service to GTrans prior to, during, or after go-live	RideCo/Agency	Week 8/9
Overseeing a successful service launch by: <ul style="list-style-type: none"> • Providing GTrans with technical support, including remote support for the duration of the contract • Answering any questions about customizations/functionality that GTrans may have • Fixing any bugs/defects/issues identified throughout the duration of the contract • Documenting issues discovered following go-live and their resolution • Resolving all issues documented during the duration of the contract to the satisfaction of the Agency at no additional cost 	RideCo	Week 8/9
Conducting a debrief with all project team members from both the Agency and RideCo present just before go-live to review any outstanding issues, including timelines, roles, and responsibilities for resolving these issues	RideCo/ GTrans	Week 8/9
Making the decision to go-live based on the status of open issue(s) and associated timeline(s) for resolution	RideCo/ GTrans	Week 8/9

Duration: Three weeks

Challenges/Mitigation: Similar to other phases, one of the challenges is typically around the availability of the designated GTrans staff to sign off on any given element of the service during the soft launch. Other challenges include:

- Low ridership that can be mitigated with a well-developed marketing and communications plan prior to launch. RideCo can provide examples of proven effective marketing and communications campaigns used for other clients.
- Drivers and Reservations adjusting to a dynamic app-based system can be mitigated by GTrans ensuring agency staff attend the comprehensive training, utilize knowledge articles and view videos available online. In addition, the driver and Passenger Applications are very intuitive and user-friendly.





For the program launch, RideCo will support the launch by having members of our project team onsite to ensure a smooth deployment of the new software and answer any questions drivers or transit managers may have. Our project team will monitor the dashboards to identify any potential issues and adjustments needed to optimize the service. At the end of this day, our team will debrief with the GTrans project team and fill them in on the outcomes and lessons learned during the first day. This level of close monitoring and support will continue for weeks or even months after launch until the service is consistently achieving the agency-defined performance targets (such as rides per hour, total rides per day, cost per passenger, etc.).

GTrans Responsibilities: In this phase, GTrans will participate in the soft launch (user acceptance testing). This phase must be completed precisely and on schedule to minimize any potential delay to the launch date. For example, if GTrans finds in its testing of the system an issue that cannot quickly be resolved, the actual launch may have to be rescheduled, which might impede the marketing and communications efforts to attract passengers for the new service.

5.1.5 Closing

This phase forms the basis for the agency's staff to understand the key components of the RideCo's platform, how they function, and how to use them (including basic troubleshooting). The pre-launch trial cannot be properly developed or approved before all GTrans staff involved with the project are fully comfortable using and explaining all major elements of RideCo's system.

Task/Deliverables	Owner	Start/End
Providing GTrans with ongoing technical support for the duration of the contract	RideCo	Week 9/10
Handing over all final project documentation to the GTrans project team	RideCo	Week 10/11
Making all data associated with the service available for download and fully accessible to GTrans, along with instructions regarding how to download the data	RideCo	Week 10/11
Securely deleting/removing the data from the RideCo's system after GTrans has confirmed the data download is complete	RideCo	Week 11/12
Advancing the service to a larger on-demand transit program for future years	RideCo	Ongoing
Expanding the on-demand transit program to additional area within the service zone	RideCo	Ongoing

Duration: Three weeks

Challenges/Mitigation: The only real potential challenge for this phase is the data transfer taking longer than expected; however, GTrans will be provided with standard KPI reports on a daily, weekly, and monthly basis throughout the term of the contract.



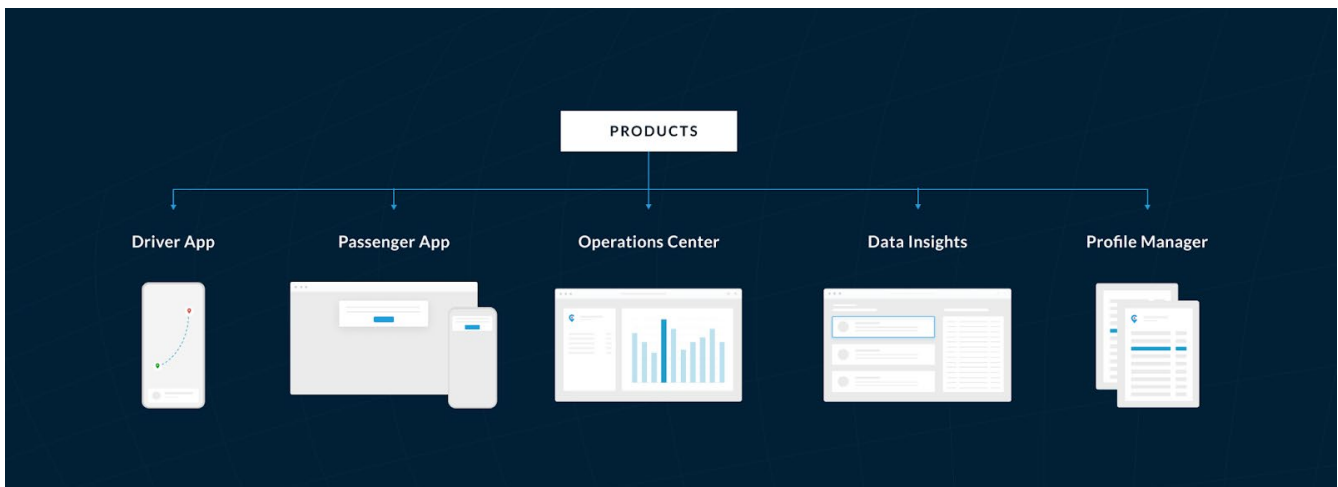


GTrans Responsibilities: This phase will be more resource intensive on RideCo's side than that of GTrans, with only senior agency stakeholders/administration required to verify that the work done by RideCo meets their requirements. The assumptions made for this estimate include 5-10% of the time of two to three key stakeholders with authority to sign-off on tasks on behalf of GTrans. The lessons learned meeting(s) will likely require approximately 2% of the time of all stakeholders involved. The main dependency of the final phase on this one is carrying out the lessons-learned meeting(s) between GTrans and RideCo's respective project teams. RideCo will collaborate with the GTrans project team to conduct a lessons-learned session and develop a detailed roadmap outlining expansion phases, rollout plans, dependencies, and timelines.

6 Scope of Services/Requirements

RideCo's software solution has the following primary components:

- **Passenger App:** Customer facing smartphone application, web portal, and internal concierge tool for trip reservation & management.
- **Driver App:** In-vehicle driver facing application for automated vehicle location, mobile data communication, and real-time dispatch and data collection.
- **Solver:** Industry-leading RideCo's proprietary cloud-based routing optimization system.
- **Operations Center:** Dashboard suite designed to streamline operations and service monitoring for your dispatch center.
- **Data Insights:** Standardized and custom reporting to provide the operational and business intelligence required to monitor your deployment.
- **Profile Manager:** Centralized space to store all your passenger information including ride preferences, emergency contacts, standing orders, and more.



These components are flushed with built-in features and functionality. These features aim to enhance two areas: the passenger experience and the operational experience. To improve the passenger experience, RideCo delivers the transit industry's highest rated smartphone app, white-labeled with GTrans branding, provides stand-alone and/or integrated electronic payments, and is connected directly to the existing fixed-route network. This user-friendly app is also available as a web portal for both microtransit and paratransit passengers without access to smartphone technology and both the app and web portal enable booking in advance or on-demand. Our technology provides a guaranteed pick-up time and RideCo's





average on-time performance is 98%, providing a consistent and enjoyable experience. Our technology is also built to maximize the operational experience. Reservationists are provided easy tools to book trips on behalf of passengers while schedulers and dispatchers are provided relief with automated scheduling and dynamic optimization tools, and “Solver” (our cloud-based optimization tool) delivers world-leading passenger per vehicle mile (PVM). Real-time communications and data collection with the in-vehicle Driver App increases operational efficiencies and reduces redundancies and errors.

6.1 Service Parameters of a Commingled Model

Service parameters can be uniquely set across passenger types in a unified commingled model to leverage the advantages of different transit programs.

To ensure that the appropriate level of service is provided to each passenger while maximizing the productivity of the commingled fleet, passengers can be offered different stop types, wait times, on-board times, and seat configurations, among other parameters. These parameters can be automatically tailored based on seat types, known passenger lists, origin, destination, and zones, and time of day and day of week.

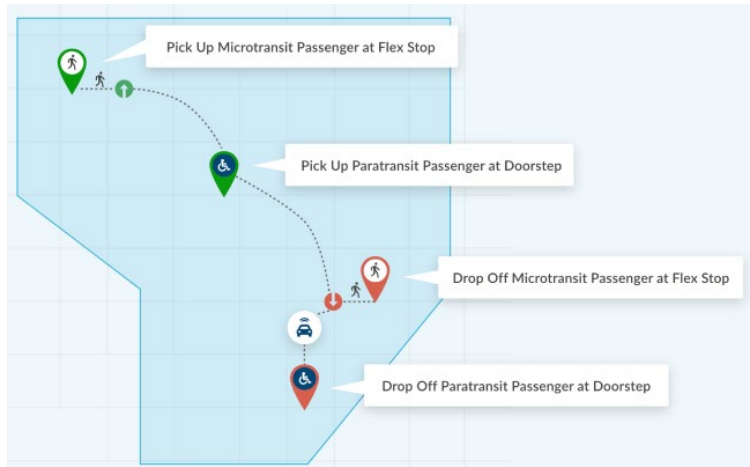


In order to meet ADA standards and provide efficient service for paratransit passengers, a maximum on-board time can be set relative to direct trip time, to vary with the time of day, or to a fixed time cap through Solver, RideCo's patented routing engine, to dynamically provide the service level necessary to meet the needs of the passengers present in the itinerary.

One common example of commingling is tuning the system to have microtransit passengers picked up and dropped off at flex stops while paratransit passengers are picked up and dropped off at their doorsteps.

In 2022, Airdrie Transit partnered with RideCo and PWT to move to a commingled service model in response to their underutilized fixed routes. Through commingling, Airdrie Transit strategically combined resources to simultaneously serve both paratransit and microtransit passengers.

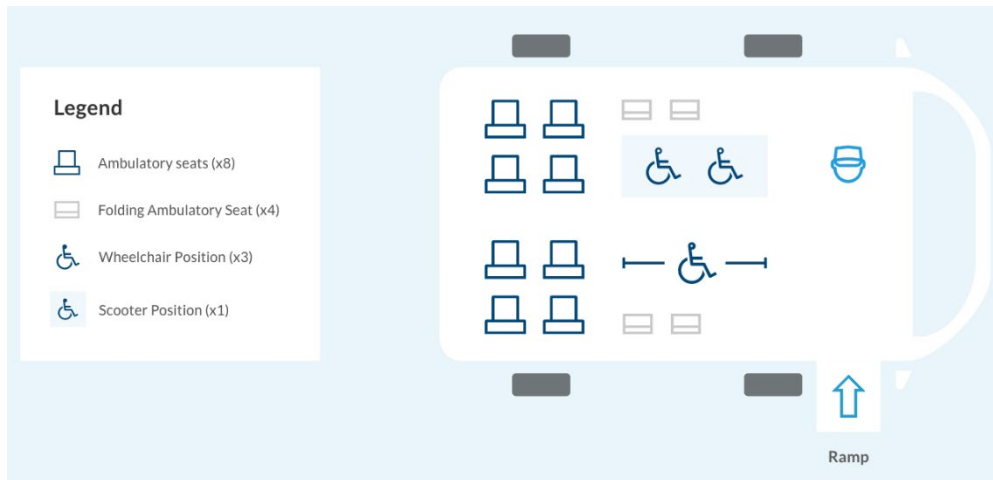
While maintaining an outstanding passenger experience averaging a trip rating of 4.7/5 stars, this change has allowed Airdrie Transit to reduce costs, expand service days, attract new passengers, and better serve the needs of their paratransit users.





ENHANCING OPERATIONAL EFFICIENCY

With the deployment of new transit programs, each requiring their own service parameters, manual scheduling is no longer feasible. To meet the complex scheduling requirements of each service, Solver provides the automation necessary to achieve operational efficiency.



To maximize vehicle utilization and mitigate demand fluctuation, RideCo's Configuration Optimizer streamlines the distribution of passengers across the available fleet and continuously optimizes seat allocation based on the trips present in the system. Based on demand, paratransit vehicles can be used for microtransit trips in the commingled service until a paratransit passenger requires a seat in an ADA-compliant vehicle. The microtransit passenger's upcoming trip would then be reallocated to a different vehicle, ensuring that both the paratransit passenger and the microtransit passenger receive the appropriate level of service while still maximizing fleet utilization.

The Passenger App's smartphone application and web booking portal can be leveraged to book both microtransit and paratransit rides in the commingled service. Registered paratransit passengers can opt to ride in a wheelchair accessible vehicle or a general seat type depending on their individual needs. By selecting a wheelchair accessible seat, the system will only send a wheelchair accessible vehicle that has enough capacity to accommodate this seat type. Passenger profile details can also notify drivers of any disabilities or accommodation requests that the passenger might have.

To overcome the fluctuating demand challenges found in the existing deployment, Guelph Transit adopted a commingled service model utilizing RideCo's technology, allowing them to move overflow microtransit passengers to their paratransit service. While managing trips in both curb-to-curb paratransit and stop-to-stop microtransit, Guelph Transit's Mobility Services is able to provide an exceptional customer experience with an average trip rating of 4.8/5 stars and 96%+ on-time performance.

For trips that require specific data points to qualify for funding (e.g., Medicaid), passengers or reservationists can be prompted to provide information such as trip purpose or intended funding source. This information is stored and reported with the trip in order to help transit agencies streamline reconciliation processes in accordance with funding requirements.





While Solver's autonomous routing optimization delivers automatic dispatching, the ability for a dispatcher or reservationist to manually adjust rides to group specific passengers together or modify driver-passenger assignments based on context such as passenger preference is critical in a customer-centric service. Commingling through RideCo's platform enables dispatchers and reservations to make these customizations, and improve passenger satisfaction, loyalty, and service ridership.

ELEVATING THE PASSENGER EXPERIENCE WITH SELF-SERVICE

To create a seamless transition in service for existing passengers, while attracting new passengers to grow ridership, a commingled service must be flexible enough to accommodate the different program requirements while providing a seamless passenger experience. For paratransit passengers, this means that they can expect the same level of care that they have come to rely on but may also share their ride with a microtransit passenger going to a nearby destination.

The Joint Powers Authority (JPA) for Merced County initiated RideCo to redesign their transit offering for Los Banos and connecting communities in 2021. An outdated paratransit software, coupled with an infrequent fixed route, made traveling from outlying communities cumbersome and lengthy. Leveraging the innovations of the commingling service model, the fixed route was replaced and residents are now provided with the comfort of 15-minute trips and 13-minute frequencies. This commingled offering allows Merced JPA the ability to pool resources while improving service quality for all. Since its implementation, Merced JPA residents have been pleased with the commingled service, boasting an average trip rating of 4.9/5 stars.

Through RideCo's accessible product offerings, passengers can book on-demand and in-advance trips. Alongside the option of calling a reservationist, the RideCo's Passenger App is designed to enable all passengers to easily book, modify, and monitor their trips. Subscription bookings can also be utilized to automatically schedule the same trip across multiple days.

To increase service transparency, passengers are notified of important trip details before, during, and after their journey. Within the app, passengers can view upcoming and past ride details. These details include driver and vehicle information, real-time vehicle tracking, pickup window, and arrival before time depending on the status of the ride. This information ensures that passengers are kept informed, allowing them to plan their day accordingly so appointments are not missed and passengers have a reliable ETA.

A TAILORED APPROACH

To deliver a successful commingled service, it is essential that agencies partner with vendors who are committed to understanding their needs, providing a tailored solution that enables accessible and equitable mobility within the community.

These tailored solutions can be seen operating at RideCo deployments across North America, such as Cobourg Rides. While their microtransit program was reaching capacity, the paratransit program was underutilized. To better leverage the available resources and improve service delivery, a commingled service model was implemented that allows both passenger types to be served using a shared vehicle fleet. Since the implementation, Cobourg Rides continues to see higher vehicle utilization, enhanced service delivery, and even won the 2022 CUTA Innovation Award.





Service results from the Cobourg Rides:

- 4.5+ passengers per vehicle hour
- 12 minutes pick-up wait time
- 162 passengers per weekday
- 95%+ on-time performance

As a trusted technology partner, RideCo is committed to working alongside agencies to better understand their users' needs and provide a solution that reduces the mobility challenges that impact their everyday lives.

The depth of this partnership can be seen through the success of our deployments as we help agencies identify project goals, design suitable service models, and support launches throughout their programs with our dedicated project management team.

6.2 General Specifications

6.2.1 Technical Support and Ongoing Maintenance

RideCo will be solely responsible for maintaining, managing, updating, and upgrading the platform. We will provide GTrans with the following support services:

- Clarification of software functionality.
- Adjustments to software configuration.
- Creation of new program/service configurations based on pre-existing templates in the software.
- Advice on the use and results of the service offerings.
- Resolution of problems directly relating to the software.

RideCo's multi-tenant cloud platform is continuously updated monthly at no additional cost during the period of the contract so that our customers always have the latest version of the software. Updates and bug fixes to the software are provided free of charge throughout the life of the contract. Bug fixes and upgrades occur silently in the background, without users noticing. We provide GTrans with prior notice of all bug fixes and system/software maintenance or outages, and our customer support team is available to answer any questions GTrans has regarding these updates.

Release cycles are typically done on a monthly cadence but require no downtime and will be transparent to GTrans and all customers. Releases contain a combination of bug fixes, security updates as well as new features as we continue to enhance the cloud-based platform.

RideCo has a 99.99%+ platform uptime standard, and our technical team offers 24/7 support for critical platform issues. Our system is configured to immediately notify our engineers of any issues such as downtime, and issues are often resolved before the end-user is affected or even aware of them. Additionally, our solution's Recovery Time Objective (RTO) is typically 2 hours or less but can be redefined during the contract. Recovery Point Objective (RPO) is 0-2 hours because of multiple availability zones and other replication databases. We also have nightly backups in the event of an extreme disaster with widespread impact.





For day-to-day business support (e.g., interpretation or configuration of dashboards), support is provided within one business day. The customer support team will be available by phone, email, and Zendesk. All calls and online support provided will be logged by the contractor through a Zendesk portal. Issue and action items shall be tracked and logged. The log shall be accessible 24 hours, 7 days a week. For business support (e.g., interpretation or configuration of dashboards), support is provided in accordance with our service level agreement.

RideCo's support extends beyond just transition and the hand-off. We continue to provide proactive support throughout the duration of the contract. RideCo's experienced project team will schedule regular meetings after launch, during which they will review the performance of the service and provide proactive data-driven recommendations for service improvements and modifications.

Technical support is available if operators need assistance while providing service. All vehicle operators go through an orientation program, which includes customer service, dispatch, administration, and maintenance procedures. The last phase of the orientation is for a driver to perform a "ride around" with an experienced driver for final training and to answer any questions. Drivers then perform a soft launch or "mock go-live" wherein they pick-up both fake passengers and real test users (typically RideCo and transit agency staff) to smooth out any last-minute issues that might arise and to ensure that drivers begin active service confident in their ability to understand all features and functionality of the Driver App.

If vehicle operators require assistance during service, they will have the following options:

- Referencing their driver training handbook provided to them during training (handbook will be stored in every vehicle supporting the program)
- Contacting dispatch through an emergency phone number.

While vehicle operators may also leave feedback/request assistance through support tickets and other written means, the support required during active service would be for emergency-type scenarios such as vehicle breakdowns, passenger injuries, car accidents, etc. This means that anything other than immediate communication (through a phone call) would not be a feasible solution to immediately providing the driver in question with the support they require.

In addition, technical support is also available if GTrans needs assistance using backend tools for creating reports. RideCo provides technical support for all aspects of the back-end platform, such as:

- Support for using and interpreting the dashboards and capabilities of the system.
- Configuration changes in the system, including updates to service territory, flex stop locations, pricing, referral, and coupon codes, etc.
- Data analytics services to provide weekly or monthly reports.
- Education and training for new features deployed with software updates.

INCIDENT MANAGEMENT

Incidents are reported by several stakeholders: RideCo, riding public, and client staff. Incidents identified by RideCo and clients are reported through the Zendesk CRM (Customer Relationship Management) portal. The riding public may report any issues through the app "Contact Us" page or contact the client call center.





All tickets reported are captured in the Zendesk CRM portal. Support for general service information, complaints related to drivers and vehicles, etc., are classified as Tier 1 and are handled by the client's customer service team. Complaints about the app or any technical related topics are classified as Tier 2 and are handled by RideCo.

Our technical team offers 24/7 support for critical platform issues. Our system is configured to immediately notify our engineers of any issues such as downtime, and issues are often resolved before the end-user is affected or even aware of them. Bug fixes also occur silently in the background, and without users even noticing. Rest assured, we provide the client with prior notice of all bug fixes and system/software maintenance or outages, and our customer support team is available to answer any questions the agency has regarding these updates. For day-to-day business support (e.g., interpretation or configuration of dashboards), support is provided within one business day. The Customer Support team will be available by phone, email, and Zendesk.

SERVICE AVAILABILITY

RideCo shall make the Service Offerings Available, as measured over the course of each calendar month during the term and any additional periods during which RideCo does or is required to provide Service Offerings (each such calendar month, a “Service Period”), at least 99.9% of the time (the “Availability Requirement”). “Available” means the Service Offerings are available and operable for access and use by the majority of end users of the Customer over the Internet in conformity with the specifications and documentation therefor. “Availability” has a correlative meaning. The Service Offerings are not considered Available in the event of any of the following:

- an issue affecting entire system or single critical production function for at least the majority of end users of the customer.
- System down or operating in materially degraded state for at least 50.1% of end users of the Customer.

6.2.2 Data Security

RideCo will undergo a Privacy Impact Assessment (PIA) by providing technical knowledge and support to the GTrans staff. Our specialized service in the City of Guelph, Ontario, Canada, replaced Trapeze Pass and significantly automated operations while improving service delivery metrics. The City wanted to modernize and improve the efficiency of their paratransit service, and they contracted RideCo to optimize their booking, scheduling, and routing systems with our on-demand software. RideCo now provides software and operations support for a paratransit service that serves both ambulatory passengers and wheelchair users on trips throughout Guelph.

The breakdown of activities can be seen the table below. In general, RideCo will take on most of the work during the migration process and will only rely on GTrans for the initial export of client data.

Data Migration		
Task	Deliverable	Owner
Define Required Data	Documentation outlining the data fields to be exported from GTrans	RideCo





Export	Export CSV through export function. Estimated work 20-60 minutes.	GTrans (RideCo available to support)
Build CRM	Set up CRM environment with necessary custom fields	RideCo
Import	Populated database	RideCo
Validate Data	Confirmation that data is complete and accurate	RideCo
Training	Reservationists and Management are confident with all CRM functions and eligibility workflows	RideCo

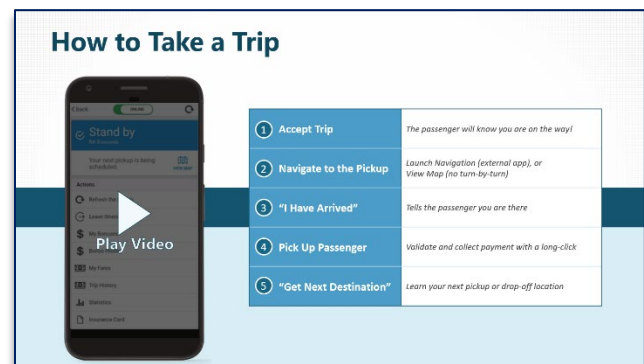
6.2.3 Training

RideCo is committed to doing whatever is required to make sure that the proposed service launches on time and as smoothly as possible. Part of this is ensuring that a fully trained workforce is one hundred per cent ready prior to launch.

RideCo's driver training team has developed detailed, user-friendly training documentation through our experience working with partners, drivers, and transit system drivers. Our training program has graduated over 1,000 drivers. Several agencies, including LA Metro, Houston METRO, and Calgary Transit (among others) have trusted RideCo to train their team of drivers, call center reservationists/dispatchers, and administrators. Our Project Manager will set up the GTrans team for long-term success throughout the implementation period and for the long term. RideCo staff will work with the GTrans staff to provide the following training for the proposed service:

- Driver App interactive training and documentation.
- Customer assistance training for support personnel.
- In-person 'train the trainer' training for system administrators and reservationists/dispatch personnel on the use of the apps and dashboards.
- Follow-up one-on-one training at any time for the trainers, coordinators or end-users of the operations dashboards or analysis/reporting tools.

Our training program couples video-based lessons with in-person guidance to train drivers on the Driver App and how to report technology issues that may arise during service. Drivers will be provided with





handbooks that explain the use of the app and will be able to assist passengers with most questions they might have about the technology.

All vehicle operators/drivers go through an orientation program, which includes customer service, dispatch, administration, and maintenance procedures. The last phase of the orientation is for a driver to perform a “ride around” with an experienced driver for final training and to answer any questions. RideCo’s staff will also provide technical training to system administrators on all aspects of the back-end dashboard suite, such as:

- How configuration changes work in the system, including updates to service territory, flex stop locations, fare/pricing, and referral and coupon codes.
- How to use and interpret the dashboards and what the system capabilities are.

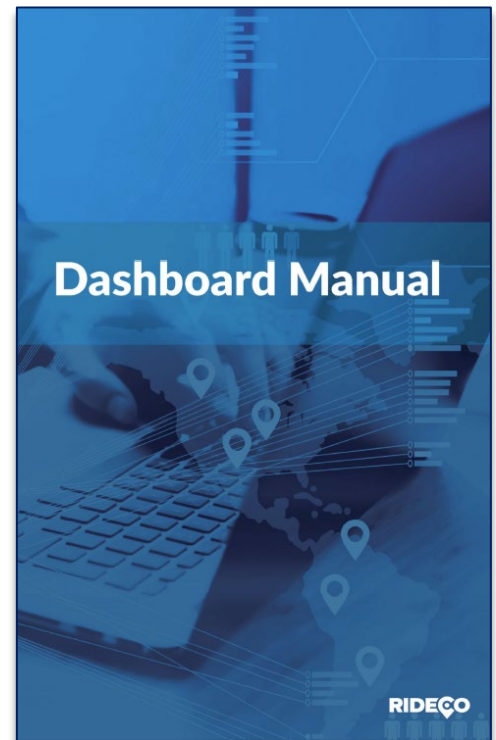
Our customer success team customizes our driver training manual in a way that accounts for the specifics of each unique RideCo-powered service. The manual for GTrans will include information on the following:

- Starting new itineraries in the Driver App.
- Navigating between destinations.
- Going online and offline in the Driver App.
- The procedure for picking up and dropping off passengers.
- How to create a new driver profile.

The number of GTrans staff to be trained is at GTrans’ discretion; however, we recommend training all staff who will be directly involved in the day-to-day operations of the system. We typically provide between 10 and 12 hours of instruction for call center training, dashboard suite training, Zendesk (our preferred CRM) customer ticketing portal training, reservationist training, and Driver App training.

Our Project Manager for this service will conduct follow-up one-on-one training at any time (scheduled upon reasonable notice) for local trainers, coordinators, or end-users of the operations dashboards and analysis/reporting tools.

RideCo’s training program is outlined in the four-module course syllabus featured below. Additionally, RideCo will provide the GTrans training personnel with written documentation (i.e., handbooks) as well as detailed training videos on our system’s backend.



Module	Description	Lessons	Format
Driver Module	Teaches vehicle operators how to use the RideCo platform	<ul style="list-style-type: none"> • Introduction • Starting an itinerary • Picking up a passenger • Dropping off a passenger • Navigation • Canceled rides 	<ul style="list-style-type: none"> • In-class training • On-road training⁽¹⁾





		<ul style="list-style-type: none"> • Going online and offline • Exiting an itinerary • Setting up Driver profiles 	
Call Center Module	Teaches call center employees how to assist passengers with booking and tracking their rides ⁽²⁾	<ul style="list-style-type: none"> • Logging in as a customer • Booking a ride • Reviewing existing bookings • Tracking a ride • Cancelling a ride • Editing an existing booking 	<ul style="list-style-type: none"> • In-class training
Dashboard Module	Teaches agency staff how to use the RideCo dashboard	<ul style="list-style-type: none"> • Overview • Tracking itineraries • Tracking rides • Tracking users • Statistics • Exporting data • User groups • Vehicle providers 	<ul style="list-style-type: none"> • In-class training • Additional virtual follow-up sessions as required⁽³⁾
Reporting Module	Teaches agency administrators how to understand and interpret RideCo's data reporting capabilities	<ul style="list-style-type: none"> • Reading KPI reports • Utilizing data 	<ul style="list-style-type: none"> • In-class or virtual training

(1) On-road training is determined with the client and depends on the scale, complexity, and background of the drivers. This component of the module includes a combination of fake passengers and internal text passengers to facilitate a real operating simulation.

(2) This module is only covered if the service utilizes a call center in their operation.

(3) This training module is created to match the specific needs of the organization and can be broken into different training for different audiences if certain tasks do not overlap.

6.3 Passenger Management

RideCo Profile Manager (RPM): Supplemental customer information can be stored in a custom-built Profile Manager. This data is automatically synchronized with existing RideCo profiles and can be





displayed to dispatchers when booking rides. All data stored in this Profile Manager is compliant with the Health Insurance Portability and Accountability Act (HIPAA), which means sensitive data like disability and health information is stored and transmitted securely. RPM's robust reporting engine allows you to create and manage custom reports on passenger information and other metrics like demographics or service levels for the purposes of internal planning, executive reporting or even to fulfill FTA audit requirements.

Home Client List Standing Orders Addresses Eligibility

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Profile Manager

Demo Clients

All Records

New

Change Owner

Printable View

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11	<input type="checkbox"/> 125	Patricia	Garcia		3	Ri...	De...				1973-11-21	
12	<input type="checkbox"/> 126	Jennifer	Miller		17	Mi...	De...				1979-10-29	
13	<input type="checkbox"/> 127	Linda	Davis		87	Te...	De...			555-555-...	1979-12-06	App





Reports

[All Folders](#) > Demo Reports

6 items

 Search all folders...

[New Report](#)


REPORTS	Name	Description	Folder	Created By	Created On	Subscribed
Recent	Expiring Clients - Next 7 days		Demo Reports	RideCo Admin	2021-03-31, 7:06 a.m.	
Created by Me	Expired Clients - Last 7 days		Demo Reports	RideCo Admin	2021-03-31, 7:08 a.m.	
Private Reports	Demo Standing Orders Report		Demo Reports	RideCo Admin	2021-12-07, 11:52 a.m.	
Public Reports	Service Infractions List		Demo Reports	RideCo Admin	2022-10-05, 12:17 p.m.	
All Reports	Pending Applications over 2 weeks old		Demo Reports	RideCo Admin	2023-01-03, 1:09 p.m.	
FOLDERS	Active Paratransit Riders by Disability		Demo Reports	RideCo Admin	2023-01-03, 1:11 p.m.	
Created by Me						
Shared with Me						
FAVORITES						



Report: Demo Clients

Pending Applications over 2 weeks old

Add Chart



Edit



Total Records

3

	Demo Client: ID	Registration Date	Eligibility Status	First Name	Last Name	Mobility device or aid	Disability
1	144	2022-10-07	Pending	Forest	Gump	Cane	Broken Leg
2	147	2022-10-14	Pending	Kurtis	Test	-	-
3	148	2022-10-18	Pending	Sam	Haas	Wheelchair	health condition

Eligibility Management: Included in the RideCo Profile Manager is a powerful eligibility platform, which helps manage everything from the qualification of paratransit passengers to ensuring they receive the appropriate level of service during a ride. It even helps you audit, report on, and manage upcoming renewals and expiry for temporary passengers.

RideCo's team will work with you to build digital application forms to be completed by your eligibility intake team or even directly by passengers themselves to request service. The use of digital forms also allows the application process to be accessible for passengers with limited or no vision as it can be used with screen readers or braille devices. Digital applications can automatically update the relevant customer information found in the RPM and save a full PDF file of the submission form to the customer's profile. The platform is tailored to your internal processes, including the accommodation of submitting for appeals and renewals.

Once an application has been received, your eligibility team can receive an email notifying them of the submission and can find all open applications within the eligibility portal. In this portal, we can customize the statuses and workflows to represent your existing review process including the automatic creation of letters or emails to request additional information, approve/deny applications, and send expiry warnings.





Applications are automatically sorted by status and date received so you can easily see which applications need attention first, and a log of all changes is available should you need it for auditing purposes.

Disability/Health Condition Information

Please describe the disability or health condition which prevents you from using fixed-route bus service:

Disability/Health Condition

Is this a temporary disability?

☐ Yes, it's temporary

☐ No, it's permanent

Are you currently receiving services?

☐ Yes

☐ No

Healthcare F

(Optional, you may leave blank)

Primary Provider's Name

Institution/Facility/Agency

Address

Street Address

Street Address Line 2

City

State/Province

Postal/Zip Code

Office Phone

Cell Phone

Personal Information

Name

First Name*

Middle Initial

Last Name*

Date of Birth*

Gender*

☐ Male

☐ Female

☐ Other

Is this a new application or a recertification?*

☐ Recertification

☐ New

Home Address

Street Address*

Street Address Line 2

City*

State / Province*

Postal / Zip Code*

Mailing Address

(if mailing address is different from Home Address, please provide below)

Street Address





Profile Manager



Clients - RideCo Internal Pending Applications ▼

3 items • Sorted by View • Filtered by All clients - rideco internal - Eligibility Status • Updated a few seconds ago



	View ↑	First Name	Last Name	RideCo Email Address	City	Eligibility Status	
1	RC52011	Rich	Taylor	richard.taylor@rideco.com		Pending	▼
2	RC52441	Alex	Naylor	alex.singer82@gmail.com	Woodstock	Pending	▼
3	RC52442	Alex	Test	alexskater97@gmail.com		Pending	▼



Clients - RideCo Internal Approved Applications ▼

3 items • Sorted by View • Filtered by All clients - rideco internal - Eligibility Status • Updated a few seconds ago



	View ↑	First Name	Last Name	RideCo Email Address	City	Eligibility Status	Access Expiry Date	
1	RC52001	Alexandra	Naylor	alex.naylor@rideco.com	Kitchener	Approved	2022-12-26	▼
2	RC52003	Kurtis	Eisler	kurtis.eisler@rideco.com		Approved		▼
3	RC52449	Mohan	Prajapati	mohan.prajapati@rideco.com	Kitchener	Approved		▼



Clients - RideCo Internal Rejected Applications ▼

1 item • Sorted by View • Filtered by All clients - rideco internal - Eligibility Status • Updated a few seconds ago



	View ↑	First Name	Last Name	RideCo Email Address	Last Modified Date	Eligibility Status	
1	RC52442	Alex	Test	alexskater97@gmail.com	2023-01-03, 8:38 a.m.	Denied	▼



Clients - RideCo Internal Expired Applications ▼

1 item • Sorted by View • Filtered by All clients - rideco internal - Eligibility Status • Updated a few seconds ago



	View ↑	First Name	Last Name	RideCo Email Address	Access Expiry Date	Eligibility Status	
1	RC52441	Alex	Naylor	alex.singer82@gmail.com	2022-12-23	Expired	▼



Demo Client

Pending

[New Contact](#) [Edit](#) [New Opportunity](#) ▼

Personal Information

ID
164

First Name
Forest

Middle Initial

Last Name
Gump

Date of Birth
1966-10-12

Gender
Male

Preferred Language

Address
Street Address
123 Jenny Street

Street Address Line 2

New Application?
Reapplication

Eligibility Status
Pending

Driver Notes

Files (2)
Add Files

Submission_20...
Oct 7, 2022

GATRA Feature...
Oct 7, 2022

View All

Demo Standing Orders (0)
New

Service Infractions - Demo (0)
New

If your eligibility process requires external reviewers, they can also be granted access to the eligibility portal to review and modify applications as needed. Granular permissions are used to customize their access, so they only see what is required to perform their assessment. If you would prefer, they don't have access to the portal, you can also send an application to a third-party eligibility evaluator via email and use additional digital forms to submit their evaluations.

Once an application is approved, your passengers are automatically added to the correct allow-lists in the RideCo system, so they can book a ride for their eligible service immediately upon activation.





✓ Eligibility Information

Eligibility ID

RC52003

Wheelchair/Scooter Paratransit Service



Ambulatory Paratransit Service



School Trip Service



Eligibility Status

Approved

Access Expiry Date

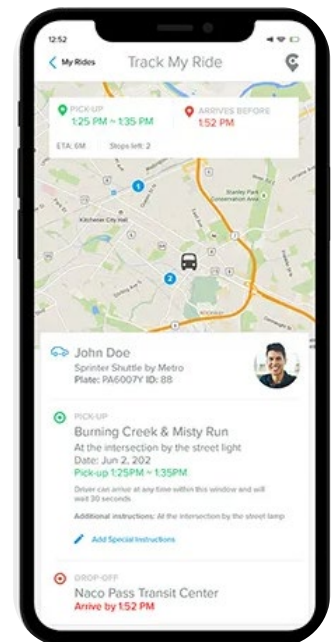
2023-06-12

6.4 Passenger Interface

RideCo's Passenger App is available for free download on Apple App Store (iOS), Google Play Store (Android), and any standard web browser (Safari, Chrome, Internet Explorer, Firefox, and Microsoft Edge). The Passenger App is highly configurable and can be modified to align with GTrans unique service parameters. Furthermore, RideCo will white label the app to match GTrans desired branding.

Users need to create an account using their email and phone number and then can book on-demand microtransit rides or preschedule trips. Passengers are given a 10-minute pick-up window at the time of booking; hence they do not experience waiting outside of that defined window. The app (or reservationist) will provide a ride-booking confirmation that includes a nearby flex stop for pick-up and a flex stop that is close to their destination. The booking will include a description of the flex stop as well as access to walking directions (via Google Maps). The system provides several options to the passenger and allows the passenger to choose best-matched trip from a series of options. Our clients typically find that as the microtransit service matures, more than 50% of passengers pre-book. Should passengers forget their password, we have a recovery system to help them reset it; the passenger has the option to be sent an email to reset their password.

Passengers are provided with guaranteed pick-up and arrives before times upon booking to ensure they get to their destination on time. The dynamic vehicle routing performed by the software platform ensures this on-time guarantee is met. This differentiating features is a firm commitment from RideCo that enables passengers to plan their

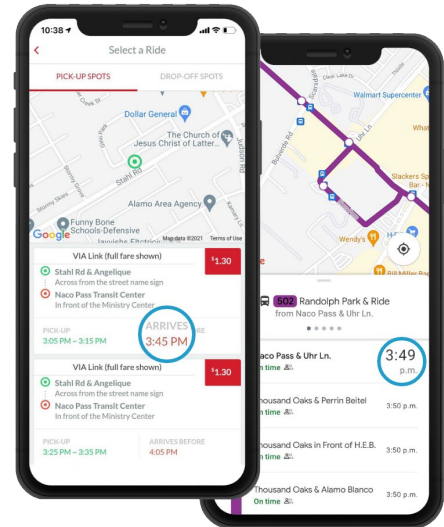




trips with confidence. This is especially important when going to work, a medical appointment, or connecting to transit. RideCo achieves a 98% on-time performance across all our services. Many of our contemporaries provide a floating ETA that tends to fluctuate based on changes in demand.

RideCo's platform automates all dispatching and passenger/driver communications. Passengers can use the app to track their vehicle/driver location in real-time, see continuously updated ETAs for pick-up and drop-off, and enjoy demand-responsive dynamic service with less walking, shorter wait time, no transfers, and faster trip times. For ride requests with a pick-up or drop-off at a transit connection stop, the system automatically aligns pick-up or drop-off times to match a transit schedule of arriving or departing connections at transit connection stop.

Passengers are able to select their trip either by departure time, or arrival time providing them complete control over their booking experience. Furthermore, they will have several options by which to pay according to the agency-desired fare media. RideCo can support credit and debit, cash, transfer, pass, and mobile ticket.



At the time of ride-booking, passengers can also enter special codes to obtain discounts. For example, a student might enter “student” as a special code to obtain a discounted student fare. Similarly, eligible passengers with accessibility requirements will be provided with a special code upon account registration that they must enter to book an accessible vehicle. Our software can support many coupon codes.

For the ease of rebooking, the app remembers frequently/recently traveled locations so that a passenger can simply select a common/recent destination from the app when booking. Additionally, the app tracks all rides and passengers can view previous rides they have taken in the app at any point.

A key differentiating feature of RideCo's solution is that when a customer books a ride, our system actually schedules that ride. Our competitors simply add rides to a queue – and send out a ride request 10 minutes before the departure. Our approach enables us to provide a firm “arrives before” time because as we capacity to that user at the time of booking and all subsequent bookings take that booking into account.

The Passenger App allows passengers to book seat types. A passenger can book an individual ride, themselves plus a friend, add a large item or piece of luggage, even a bicycle, if the vehicle is so equipped. The seat selection function also allows a paratransit passenger to book a ride for themselves, for a companion, or a wheelchair-accessible seat; companions can also book rides on behalf of passengers with disabilities. This function promotes equity by grouping paratransit passengers and general microtransit passengers in the same vehicles and providing both groups with the same industry-leading levels of service.

As a passenger's vehicle approaches, they are sent an SMS message letting them know that their driver has arrived. Passengers also receive an SMS message when their driver is on the way to the pick-up point and receive a confirmation of booking email as soon as the trip booking has been processed by the system.





After each trip, passengers are prompted to rate their ride/driver out of 5 stars. Passengers are also offered the chance to leave specific comments/feedback regarding issues or other feedback about the service or their specific trip or driver.

Passengers with no smartphone or data plan can use the telephone support line that will be provided and staffed with reservationists during all service hours. The call center staff will be trained to help the passenger create their account if it is their first time using the new service. Creating an account over the phone takes just a few minutes and once completed, their account will be accessible through the app, website, and of course through the call center.

Passengers who do not use a smartphone can also access to a web-based browser booking portal (with the same functionality as the mobile app). Similar to the mobile app, passengers can arrange their own rides, both on-demand, and in-advance, track vehicles as they are on-route to pick them up and cancel or modify their trips.

Although the system is autonomous, there are rare circumstances where a dispatcher may need to manually schedule a ride. RideCo provides a "forced ride" function that allows dispatchers to manually override the system in select situations.

CONFIGURABLE CUSTOMIZATION

RideCo's highly configurable Passenger App can be white labeled to GTrans branding guidelines. The following are just a few of the features and service parameters that are fully customizable:

- Service offering (hours, FAQs, a support phone number, and in-app feedback tools).
- Zone boundaries are entirely customizable with the ability to create multiple zones and connect those zones to external point locations outside the customized boundary.
- Seat types for supported mobility options: RideCo can accommodate any seat type in GTrans fleet. Users will be able to select the desired seat type and our system will automatically dispatch the correct vehicle. Examples of seat types used by other agencies include "General Seat," "Wheelchair Seat," "Service Animal", "Bicycle Rack Seat".
- Fare levels: RideCo provides a flexible faring system that enables GTrans to uniquely set fares by seat type to align with the rest of its network. This provides the option to set a "general fare," "reduced fare", "paratransit fare" or any other specific fare you might wish to provide.
- Accepted fare media: RideCo's system enables multiple fare payment options. Users can pay online with a credit card through the app, or with cash, pass, and transfer. The driver will be notified through the Driver App of which fare to expect at the time of boarding.
- Customizable coupon codes: RideCo provides powerful configurable coupons that can be easily created by the agency to work for specific user groups, to specific locations, and within specific time windows. They can be set to expire after a set time, or after a specific number of uses and will reduce the fare due by the configured amount. Coupons are often used for promotional purposes at the start of a service or for special events.
- Service level by passenger type: RideCo can manage eligibility for different user groups and can provide different levels of service based on eligibility. Most commonly providing paratransit passengers with curb-to-curb service, while general passengers receive flex stop-to-flex stop service.





SYSTEM PERFORMANCE

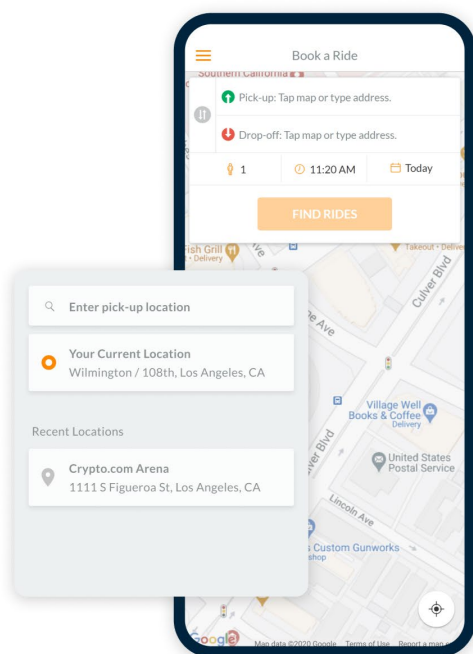
With RideCo's powerful passenger channeling technology and the batched scheduling of ride bookings, we can ensure that most rides are shared – something that simple “ride queue” technology cannot do. Unlike that of any other microtransit software provider, RideCo's system not only books trips instantly, but schedules them instantly as well. When a passenger books a trip in advance (as opposed to on-demand), it is automatically assigned to an actual live manifest. Our software begins making vehicle itineraries the second a single trip is booked and builds the rest of that itinerary around existing trips as new trips are added. Our algorithm optimizes for vehicle utilization (maximizes the number of shared rides) but never presents passengers with trip options that violate the promised arrival time of any other passenger's already booked trip.

The following Passenger App walkthrough demonstrates the process through which passengers use the app to book rides, designate pick-up, and drop-off locations, view real-time pick-up and drop-off data, get to flex stops, and enjoy demand-responsive dynamic service with less walking, shorter wait times, and faster trip times.





6.4.1 Passenger App Walkthrough

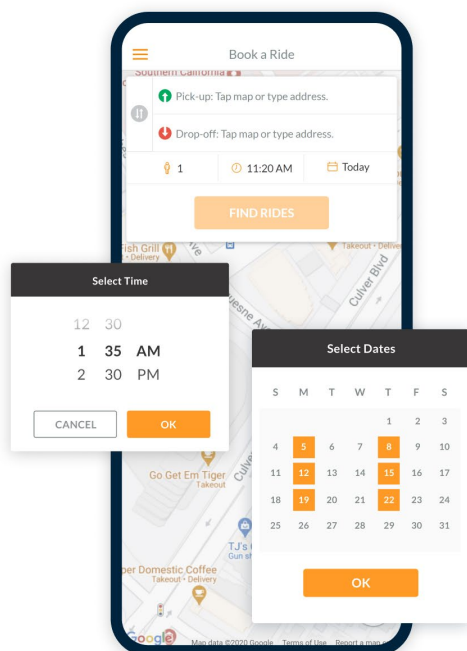


1

Type in pick-up or drop-off location

Or, choose locations from recent locations.

Or, drop pins on the map to select pick-up and drop-off location.

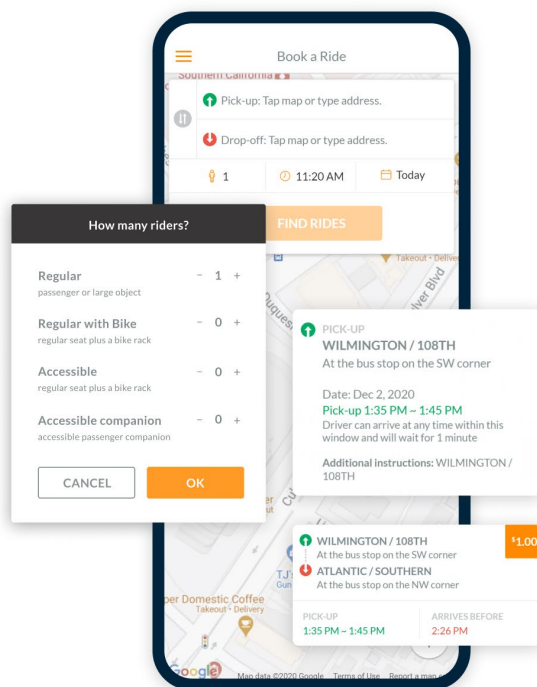


2

Select the time and date of the trip

To schedule single or multiple trips in the future, select the pick-up and drop-off times and dates.





3

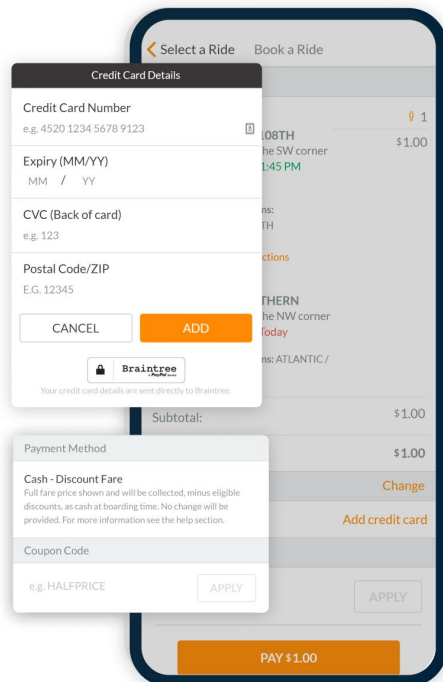
Select seat type

Seat type fields and supporting text are customizable to the mobility options you support. Different fares can be set-up for each rider type.

Each search result includes both a “pick-up” and “arrives before” time. This is our promise to pick-up and get riders to their destinations on time.

Additional instructions confirm origin and destination as well as remind the rider about the pick-up window.

- ▶ RideCo’s platform incorporates real-time inputs and analyses such as traffic data, current and pre-booked demand, vehicle locations and more in its dynamic routing engine. The output is an on-time service that ensures riders know their pick-up and drop-off times across trip options in real time.



4

Select fare type and confirm trip





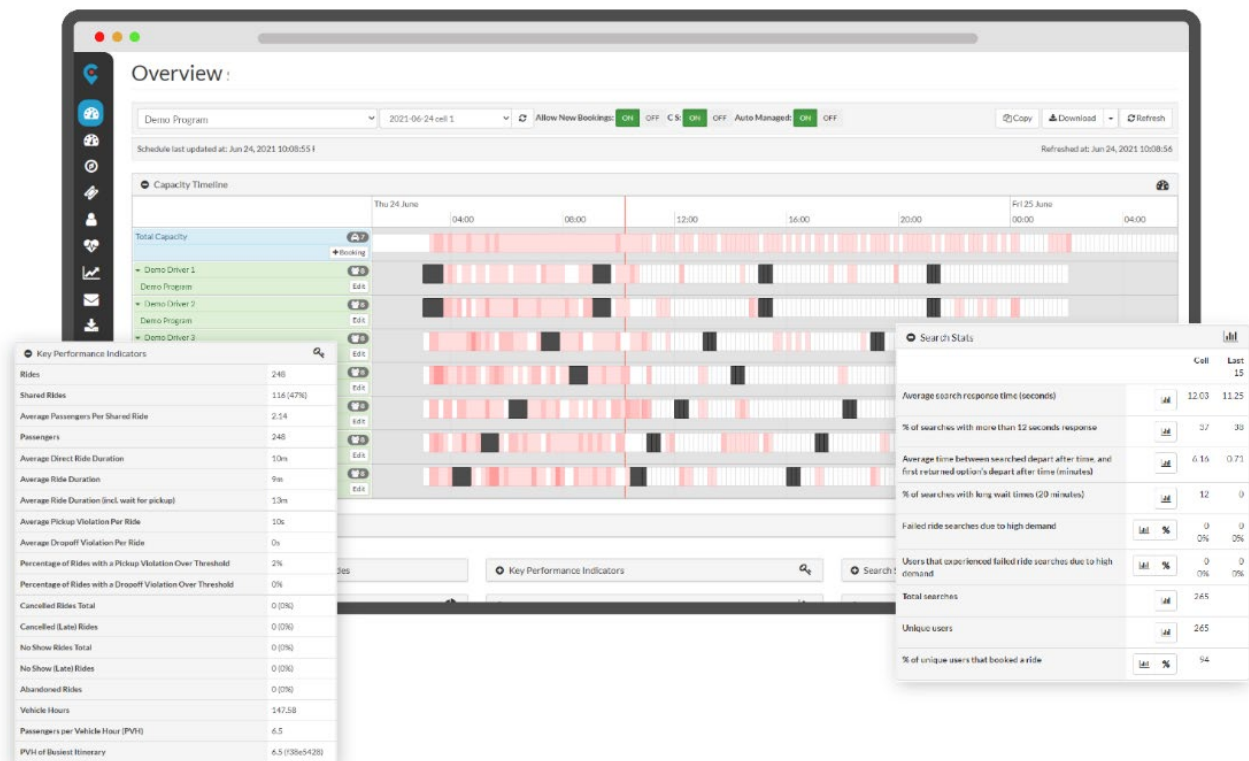
6.5 Dispatching/Dashboard Interface

6.5.1 Operations Center

RideCo's Operations Center comprises a comprehensive suite of data dashboards tailored to support role within GTrans operations. There are seven (7) dashboards available to GTrans, and access can be permissioned depending on individual job functions. RideCo's goal with our dashboard suite is to provide an autonomous experience for RideCo and t GTrans staff while delivering complete visibility into the current and historical on-demand options. The system generates significant and digestible data that can be leveraged by the service planning and executive teams to make informed decisions about future network enhancements to improve the passenger experience system-wide while optimizing the budget.

Lead Project Manager and Executive Use

Typically Lead Project Managers and Executives leverage the overview dashboard to view high-level KPIs for the current and historical service days. Additionally, the overview highlights the current vehicle supply, upcoming operator breaks, and high-level passenger demand trends. Unique to RideCo, Lead Project Managers or Executives can view search performance of RideCo's platform to distill information about how quickly passengers receive trip options and if any failed rides have occurred throughout the service. This is a good opportunity to adjust vehicle supply accordingly if resources are available.

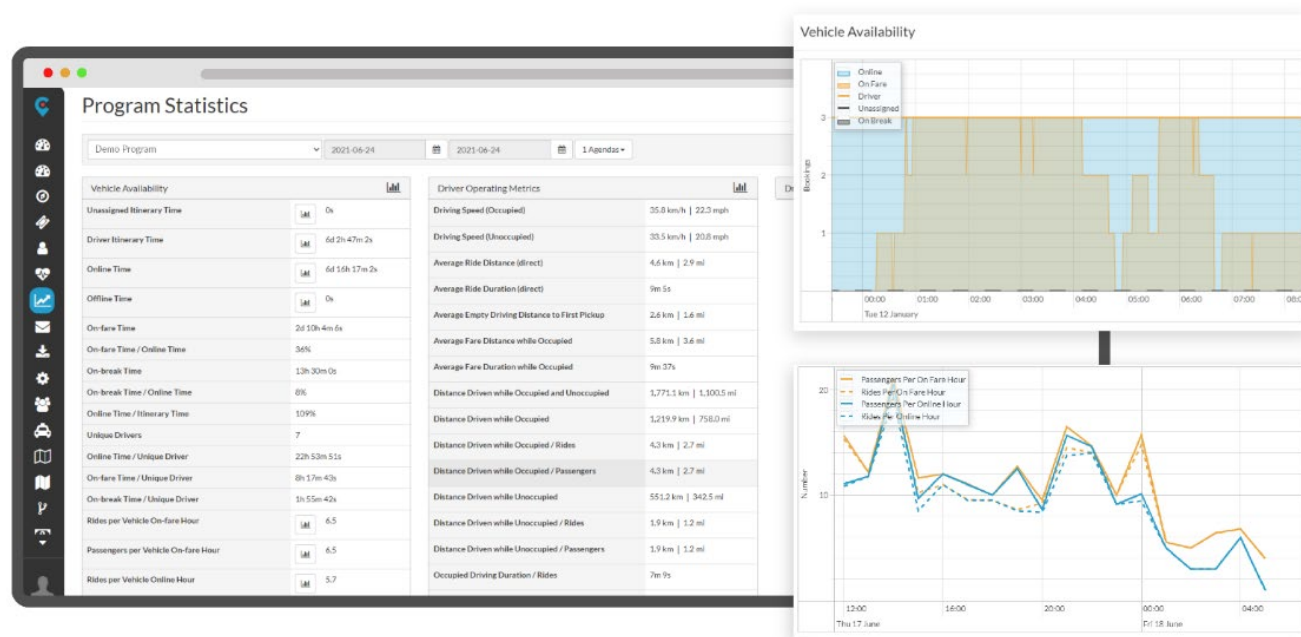


The program statistics dashboard is a great tool to evaluate and analyze vehicle utilization and capacity trends while benchmarking vehicle supply with passengers' demand during a service day or over a specific operating period. Additionally, this dashboard can be used to monitor overall operator performance and analyze on-trip driving time versus unoccupied driving time. Once again, this enables RideCo and GTrans





to make data-driven decisions to align vehicle supply to experience-based demand profiles, lowering the cost per passenger.

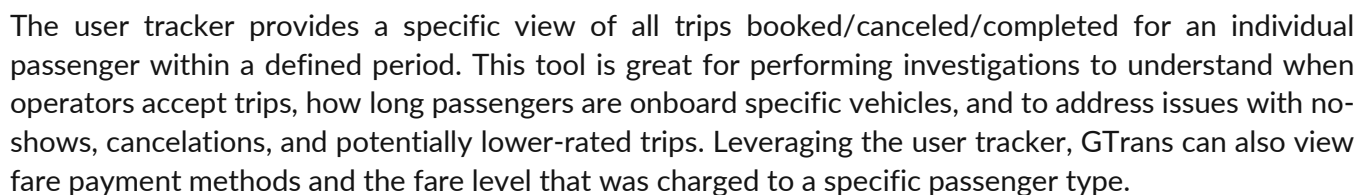
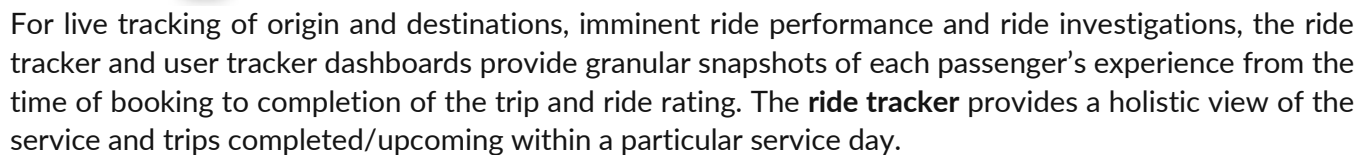


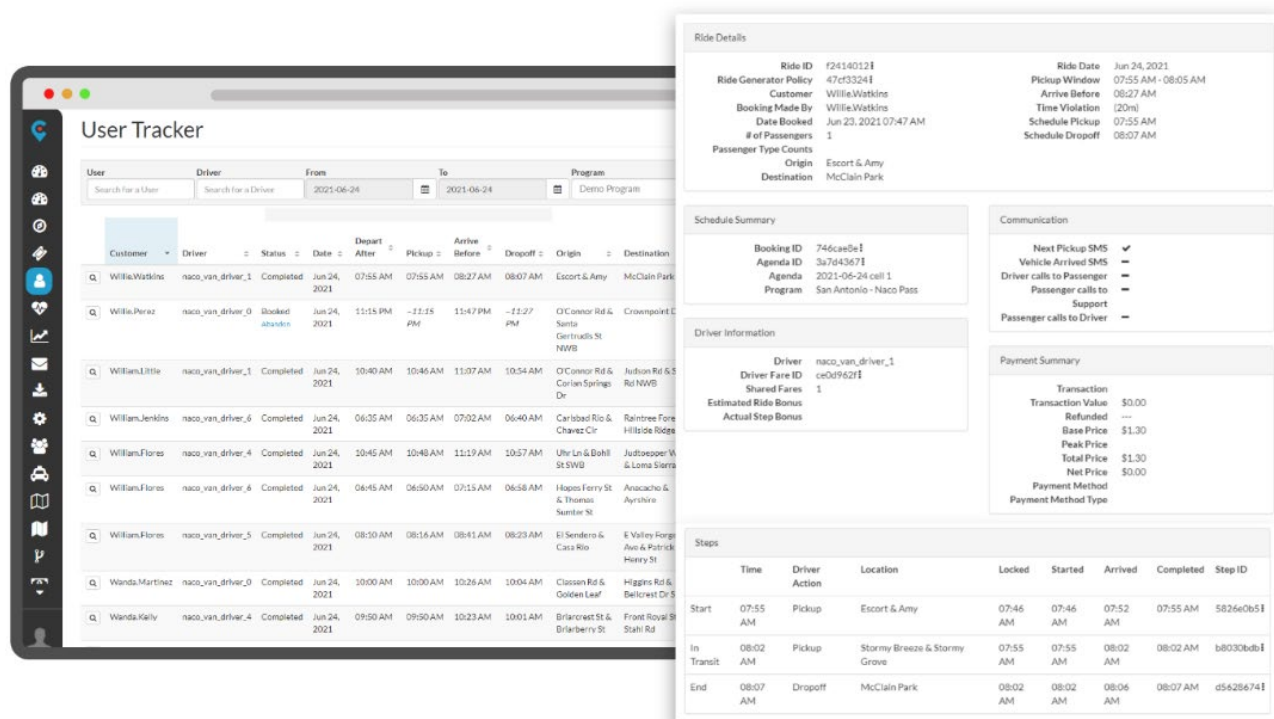
To perform broader ad-hoc analysis on the service, the exports dashboard provides access to real-time and historical raw data that encompasses all reporting aspects of the on-demand operations in a .CSV format. This can be viewed per zone or on a global consolidated basis. If the Agency wishes, the raw data exports can be integrated into the Agency reporting and analytics tool through an exposable API. More information about our exports and data analysis can be found in Data & Reporting below.

Dispatch & Day-to-Day Use

The RideCo's dashboard suite is autonomous and does not require constant monitoring from the RideCo team or GTrans staff; however, we know the Operations Manager will want to view real-time vehicle locations, monitor past, and tentatively assigned future itineraries while tracking the overall health of the system. This day-to-day viewpoint can be seamlessly accessed on the **itinerary tracker dashboard**. Operations Managers can also leverage this dashboard to track operator performance in real-time, monitor newly on-boarded operators' behavior, and perform investigative inquiries.







It is important to reiterate the dashboard suite is autonomous and live monitoring is not required. The comprehensive view is designed to be a support tool that enables real-time transparency for GTrans staff to oversee passenger and operator behavior.

Additionally, the Operations Manager would leverage our driver and fleet management tools. This enables RideCo staff to change vehicle schedules, add or remove vehicle types, manage multiple vehicle operations, make operators unavailable for trips in emergency situations, for example, vehicle breakdowns, and effectively schedule operator breaks that dynamically optimize around real-time passenger demand within defined parameters or shift windows.

For driver breaks or floating lunches, agencies set the rules or requirements for the system to follow. Agencies should consider union rules, contracts, government regulations, and more, when determining how to set up break windows. For example, after considering those factors, agencies may tell the system to give all drivers a half hour lunch break between 11 a.m. and 1 p.m. Then, our autonomous routing and scheduling platform handles the rest. Our optimization engine treats the driver's break just like it would a ride and rearranges it in the driver's schedule accordingly. This means drivers are consistently going to get their breaks at the best possible time, while still adhering to the rules or requirements set by agencies. The

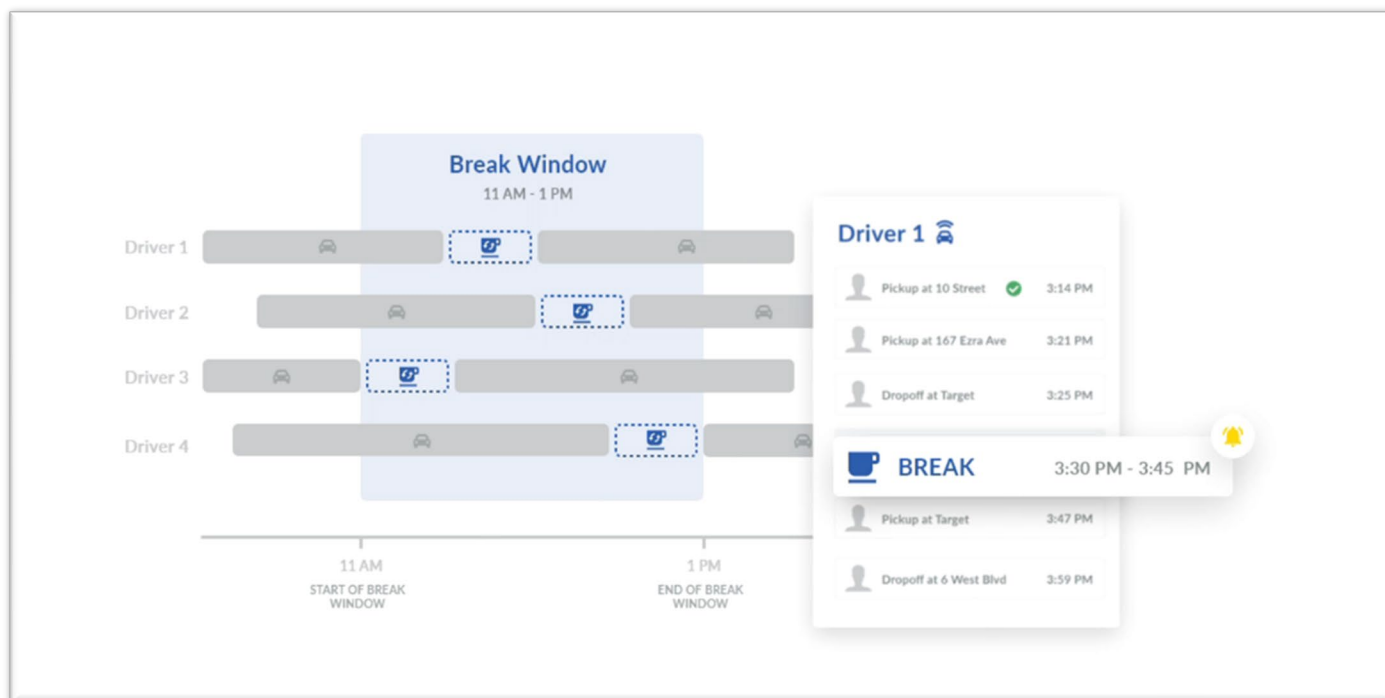




feature is useful for agencies that have frequent changes to their schedule. If a driver is out sick, or a vehicle is broken down, the system accommodates these challenges autonomously.

Call Center & Customer Support Use – GTrans Staff

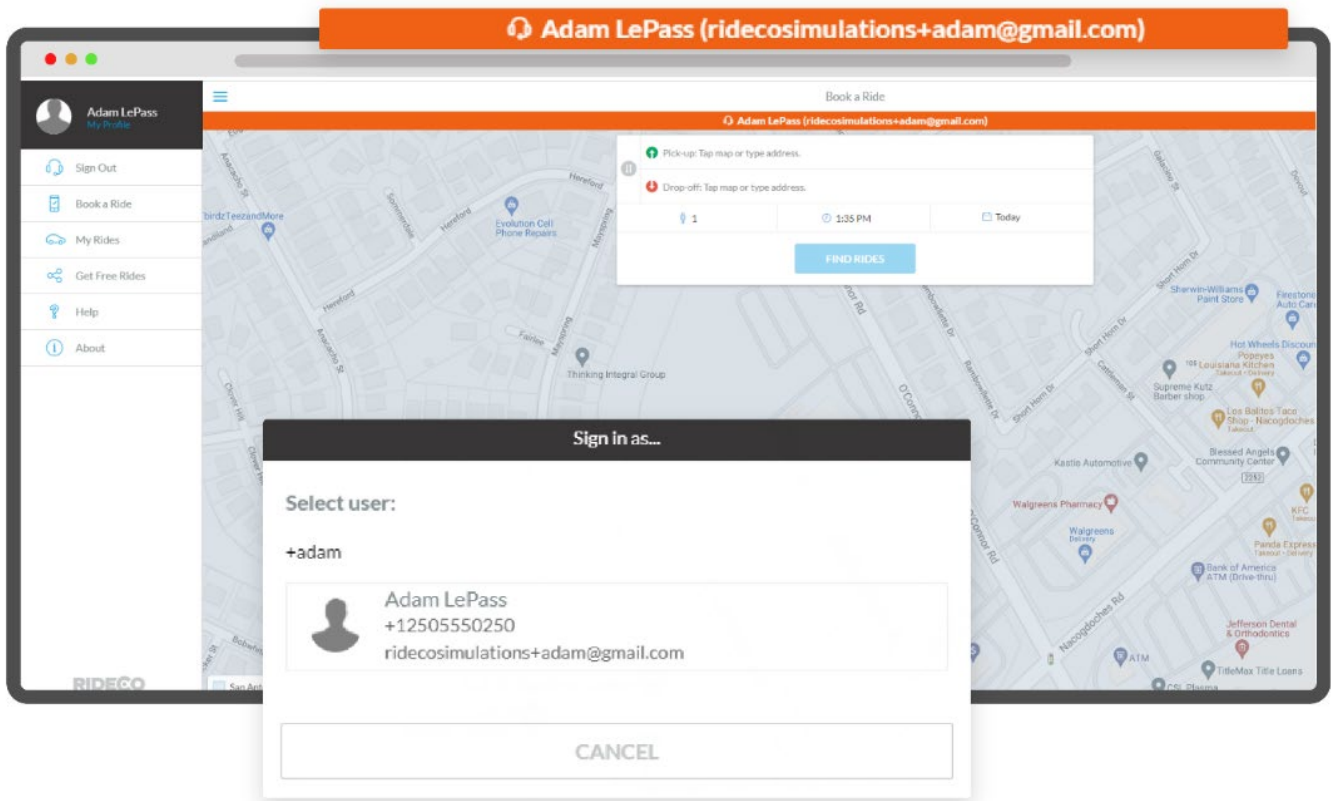
RideCo's reservationist portal is built with the same user-friendly booking flow as the Passenger App. Call



center staff/live agents can log in into a passenger's account and book rides, provide ride updates and vehicle information as requested. In line with the Passenger App, all trips are autonomously scheduled into the system and re-optimized based on new search requests and changes to the operating environment. Like the Operations Manager, call center staff, and customer support can have permissions to the User Tracker to conduct potential service investigations.

Besides through the RideCo web-based graphical/dashboard suite, GTrans will be able to access service performance metrics through both raw data exports and daily, weekly, or monthly KPI reports.





6.6 Vehicle Operator Interface

RideCo's driver mobile application is powered by standard off-the-shelf Android smartphones or tablets; we typically recommend transit agencies use the Galaxy Tab A as a powerful yet affordable device. To set up an account, vehicle operators must input their name, phone number, and email address. Accounts are then approved for service by a transit agency administrator or driver supervisor. A new driver can be added to the system in a matter of minutes.

The driver mobile app offers user-friendly step-by-step instructions to facilitate fully automated dispatching and dynamic routing. Automated updates of dispatched trips are sent to the mobile data terminals/tablets. The app provides real-time, turn-by-turn navigation support – including audiovisual directions and notifications through Google Maps. The app is powered by the RideCo's backend routing engine, which integrates real-time traffic data with drive time estimates and route generation. Since the Driver App routes drivers using Google Maps, all the audiovisual capabilities of that application/platform are available to drivers, including a dark mode for night driving and instructions in multiple languages (if a driver is more comfortable with a language other than English).

Operators are required to sign-in to their personal account at the beginning of each shift and log out at the end of each shift. Signing on and off is easily done by having an operator enter their username and password into the app. Therefore, the same tablet/device can be used by multiple operators by having one sign out and the other sign in which takes just a matter of seconds.





Our software begins making vehicle itineraries as soon as a trip is booked and builds the rest of that itinerary around existing trips as new trips are added. Because schedules are constantly being optimized, we provide the driver's itinerary one step at a time. This way, we can adapt to changes in schedules if a new booking comes in, or if a vehicle falls behind schedule.

CANCELATIONS AND NO-SHOWS

Users may cancel a ride before their vehicle arrives after booking. Cancellations have limited impact on the system as our software is continually optimizing every 20-seconds. Canceled rides are simply removed from the tentative schedule, and no vehicle is dispatched. Since drivers are only seeing one step at a time (their next pick-up or next drop-off location), they will not experience anything when a ride is canceled and removed from their itinerary.

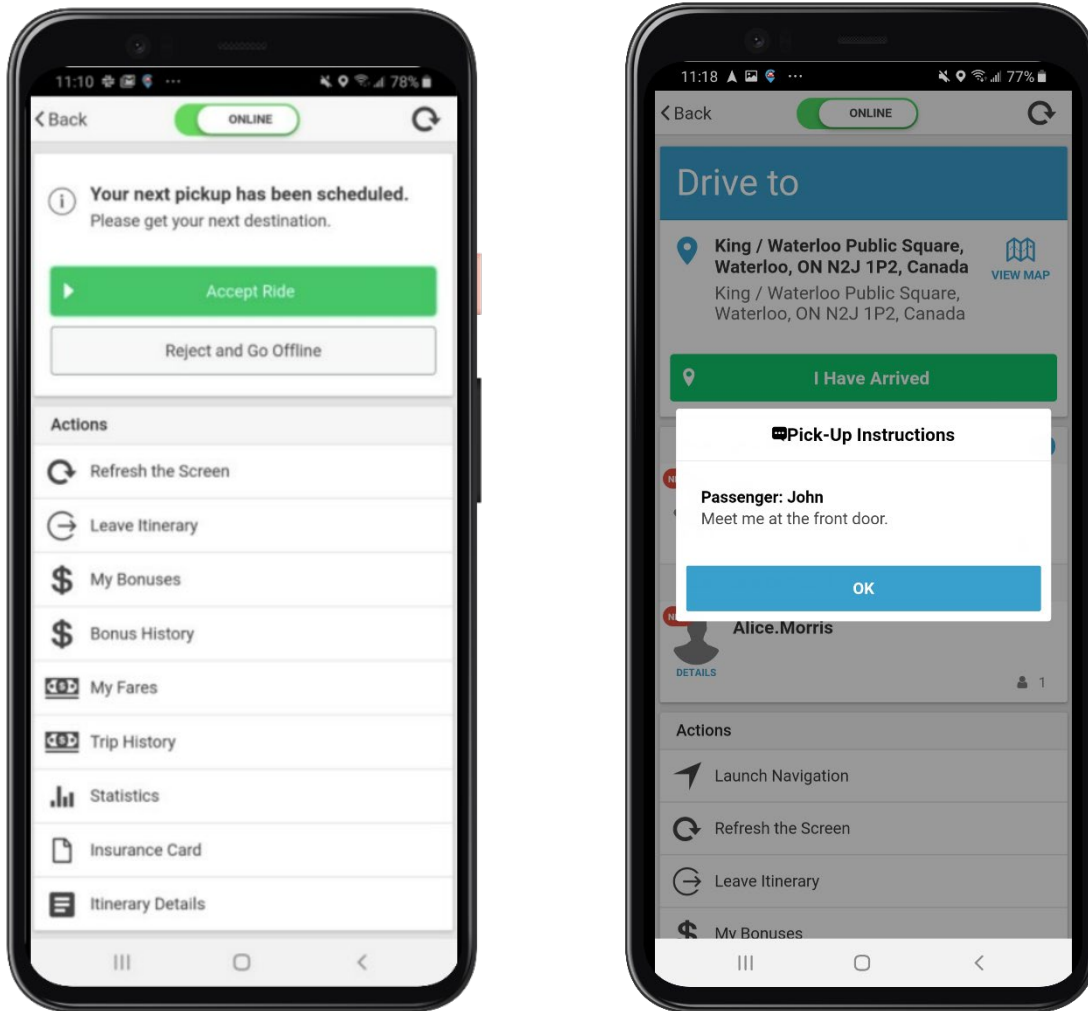
No-shows do occur from time to time. When a driver arrives at the pick-up location, and presses "I have arrived" the Driver App will begin a wait timer and once its timer expires, the driver have the option to press "no show." After confirming "no show" the driver will be provided with the next step, which could be another pick-up or drop-off. The system has passenger restriction capability, which means it can temporarily limit or suspend a user from booking new rides based on high cancellations or no shows, subject to the agency's defined parameters. A Driver App walkthrough is provided below:





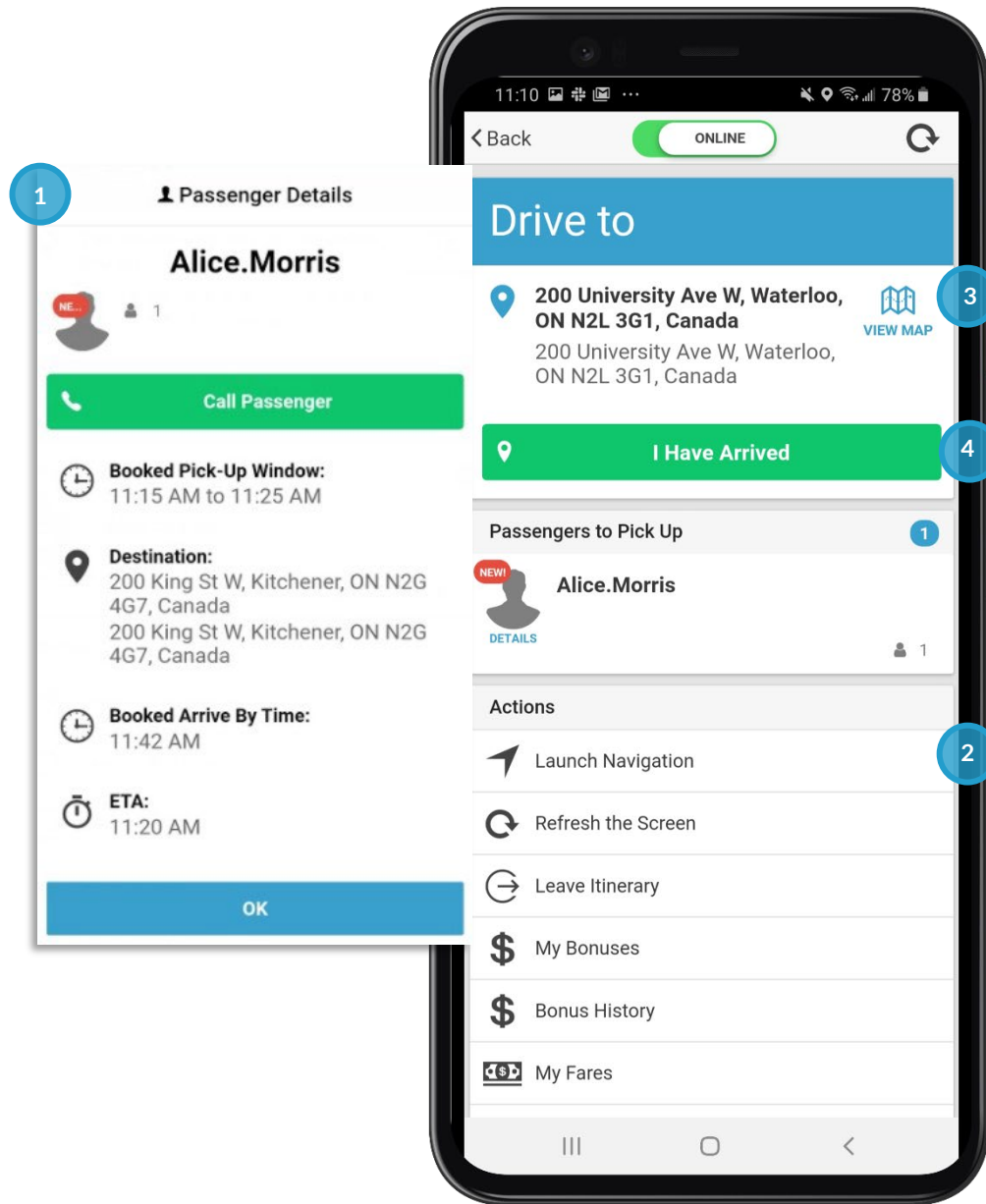
6.6.1 Driver App Walkthrough

Once an operator has entered their login credentials, the RideCo platform sends them the first ride in their itinerary and prompts them to accept the ride. After the operator has accepted their first trip, they are sent in-app turn-by-turn navigation to the pick-up location – though they may also launch a third-party navigation app (e.g., Waze or Google Maps).



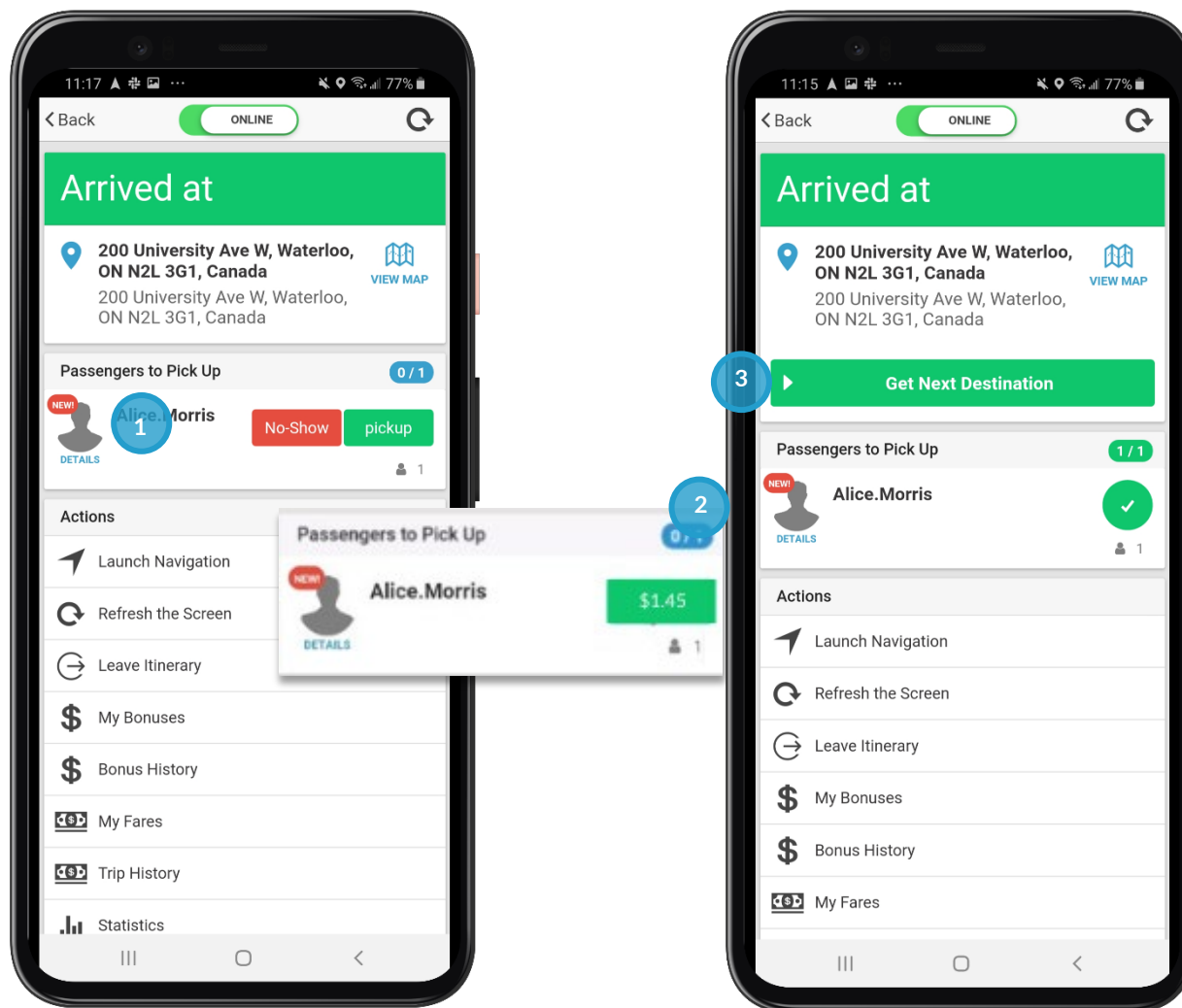
Upon trip acceptance, the app displays the name of the passenger, the pick-up location, and any additional pick-up instructions provided by the passenger. The app displays one trip at a time to mitigate confusion and the platform fully automates all itineraries.





1. Confirm passenger's name, number of additional riders and onboarding notes (if any), and pick-up location.
2. Click "Launch Navigation" to launch the operator's preferred navigation app (the destination is automatically entered by the RideCo app)
3. Operators can also choose to view the pick-up location on an in-app map.
4. Once arriving at the destination, the driver selects "I Have Arrived" – which tells the passenger their vehicle is at the pick-up location.





1. At the destination, operators either confirm that the passenger is picked up or marks them as a no-show.
2. Operators confirm their passenger's identity and validate their chosen method of payment as displayed in the app.
3. Once the passenger is safely onboard the vehicle, the operator selects "Get Next Destination" to launch the next phase of their itinerary.





6.7 Reporting – Metrics

After a service is launched, RideCo's team tracks service metrics daily and work constantly to optimize the performance of the service. We have a strong understanding of GTrans objectives and requirements for the Project. We will work with GTrans to understand your definition of success and will ensure that the service is able to meet or exceed those metrics. RideCo also sets internal goals, which overlap with and often surpass those set by our partners when planning our on-demand services, and we continue to iterate upon services constantly as required. Our team is never satisfied with the service until our agency partner is more than satisfied with it.

Below we provide some metrics and performance standards to consider a successful service based on our experience operating similar deployments in the area and across North America with a similar use case. Please note that decision about your service models such as the size of the zone, target service levels, travel restrictions, etc. as well as marketing efforts and the unique topology and characteristics of each zone will impact these metrics.

Metric		Consideration
Operating Performance	Passenger per Vehicle Hour (PVH)	Influenced by service design, available fleet, desired service levels, typical traffic patterns within the zone as well as when and where passengers typically travel.
	Ride Sharing %	This metric indicates the percentage of rides that are shared rides. It will be influenced by how restricted or open travel is within the zones. For example, the Calgary Transit first/last mile solution is having about 80% of shared rides. You could expect lower sharing % if the service model also allows for unrestricted point-to-point trips between the stop network.
	Passengers per Shared Ride	This metric indicates on average how many other passengers a passenger may see on their journey. It is an indicator of quality pooling. It will be influenced by how restricted or open travel is within the zones.
	Daily Ridership	Monitor weekly growth of ridership to understand uptake of the service. Important to also monitor where the ridership is coming from using provided heatmapping and origin and destination analysis that RideCo provides.
	Rides per Customer per Month	Repeat ridership is an excellent indicator of usage for the microtransit service. Simply looking at daily ridership does not provide insight into how often the same passengers are using the service. This metric is useful in understanding aggregate repeat usage across the system. RideCo's Calgary Carrington-Livingston FMLM service achieves a metric of 12 rides per customer per month.
Customer Experience	On-Time Performance	Providing a reliable service is the cornerstone of a successful on-demand project. Customers need to trust that the commitments with trip options they receive will be kept. For this reason, we suggest prioritizing on-time performance of the service.





Metric		Consideration
	On-Demand Wait-Time	Density of the stop network and size of the fleet in each zone will determine attainable lower wait times are. The overall trip patterns and when passengers will travel also need to be considered. Calgary Carrington-Livingston FMLM service averages 12-minute wait times for on-demand.
	On-Board Time	This metric can also be set to scale with trip distance. For example, RideCo can set on-board time to be set at 1.5x (value customizable) the direct trip time. In this way, all rides regardless of trip distance will have representative on-board times that can be up to 1.5x direct trip time. Traffic patterns also play an important role with this metric.
	Ride Rating	Passengers provide a ride rating and optional written comment after each ride taken. These ratings are important to monitor for passenger satisfaction.
	Walking Distance	This is an agency decision. The provided range is where we see many of services fall. Certain areas can be made more or less dense depending on the quality of the pedestrian infrastructure as well as safety considerations.
Cost Performance	Cost Per Passenger/ Net Subsidy Per Passenger	Cost per passenger can also be one of the starting points or major considerations with service design. A target cost per ride suggests a target cost model and level of ridership to achieve that number.
Marketing Performance and Planning Metrics	App Downloads per Day	These metrics allow you to understand how passengers are converting through the funnel of learning about the service to using the service. This is especially helpful around launch when marketing of the service is done. These metrics provide something other than simply weekly or daily ridership increases to evaluate those efforts on. For example, if app download and registration metrics are strong but the number of new passengers per day is not increasing, it may be that passengers are aware that the service is there but instead may need better messaging on how to use the service and understand where it can go.
	Registered/Verified Users per Day	
	New Passengers per Day	
	% of Registered Userbase Served	This indicates what portion of the people who have created and registered accounts for the service have ever taken a ride with the service. This is a great metric to evaluate when you are targeting a marketing campaign at the existing ridership who have accounts already.
	% Of registered Userbase Served per Day	This indicates what portion of the people who have created and registered accounts for the service take rides on any given day. This is a helpful metric for planning purposes as well as it can be used as a benchmark conversion percentage when considering expansion to other zones.





6.8 Marketing

An essential component of any microtransit deployment is marketing. Without a successful marketing plan, it is challenging to transition existing passengers to the new service, attract net new passengers, and support ridership retention.

RideCo has successfully deployed effective marketing materials and strategies to launch various projects. Our team has performed marketing coordination for some of the largest and most successful mobility-on-demand services in the United States, including for Los Angeles Metro (marketing budget of \$2 million+), Houston Metro, and VIA Metropolitan's MOD service. For the LA Metro and VIA MOD service, RideCo and its subcontractor played a very active role in designing and helping execute marketing campaigns. For Houston Metro, RideCo played a consultative role.

RideCo supports the launch of new services with the following best practices and pre-developed assets before and during launch:

- **Define Goals:** Defining goals for the marketing program is a key to optimizing the budget, effectively penetrating the target market, and achieving sustained ridership.
 - **Drive Awareness:** Let the targeted audience know that the service is available, educate on how to utilize the service, and the benefits it would bring.
 - **Prompt Action:** Prompt targeted audience to act and to convert them into passengers.
- **Tailored Approach:** Ensuring the marketing plan is aligned with the service GTrans is deploying. Bus operators can help educate existing passengers about the new service changes and the benefits of microtransit. Street teams are also a great source of engagement; leverage this approach at main points of interest or transit connections within the zone.
- **Collaborate:** Leveraging the best assets of each entity that is involved in the deployment. GTrans knows its ridership base, the demographics of the zone, and marketing practices that have worked historically to build excitement for new services. RideCo is the industry leader in rapid ridership adoption for microtransit services and has developed comprehensive marketing plans to align with each potential service model (point-to-point, first-last-mile, fixed-route replacement, and commingling). Additionally, utilize the vehicle provider to mobilize the wrapped and branded vehicles before the launch. When the community engages with pop-up events, it builds trust and earned media exposure, both critical to a successful launch.
- **Analyze and Iterate:** Testing your messaging, analyzing the results from different marketing approaches, and adapting the marketing plan to optimize the marketing spend. Once the existing fixed-route ridership base has been transitioned to the new service, it is important to adjust the marketing strategy to attract net new passengers or choice passengers that may not have used transit historically.

RideCo's project management team's dedication to the service ensures the smoothest possible start up, training agency personnel on the system backend, and passengers on mobile and web apps.

Examples of support we provide include:

- Pre-launch training





- Service plan design and optimization
- Marketing materials development assistance/best practices
- Technology customization and deployment
- Operator and system administrator training
- Soft launch testing
- Service launch
- Post launch iteration (to continually improve upon the performance of the service)

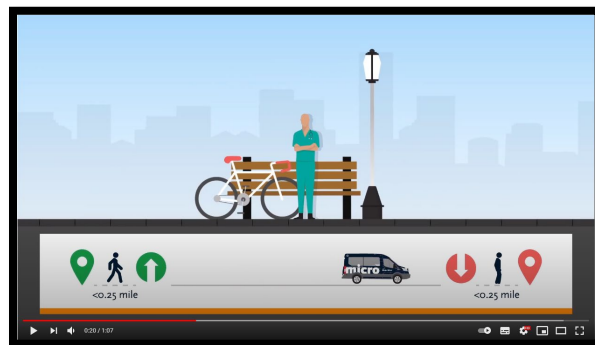
BRANDING AND PASSENGER AWARENESS

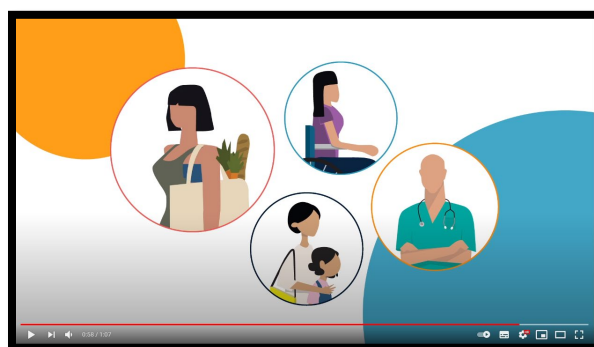
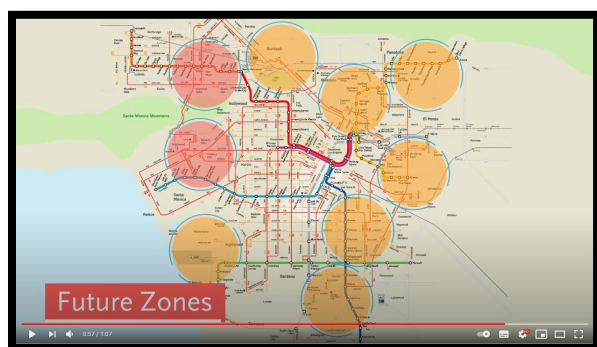
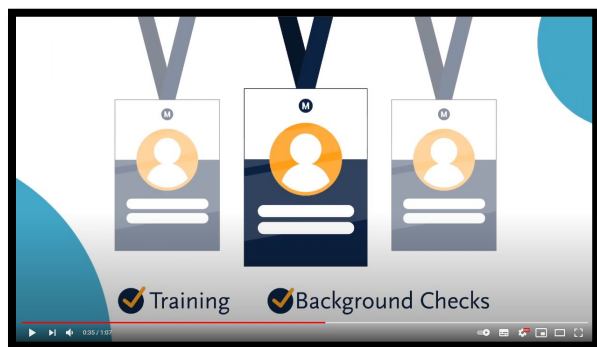
Building passenger awareness of the new service can be managed in several ways, but we recommend the following, based on our substantial experience designing, launching, and operating successful microtransit and on-demand paratransit services across North America and Asia:

- Placing signage at hotspot/hub areas within the service zones, such as stores and shopping centers, hospitals, post offices, and any other frequently visited areas.
- Placing signage/promotional materials in/on the buses to be replaced with microtransit.
- Placing representatives on-board active service vehicles and at hub locations in or near each zone during certain peak times/days to speak with passengers and inform them about the change, answering any questions they may have regarding the service or the app.
- Producing and promoting a video describing the new service.
- Encouraging bus drivers on routes to be replaced to mention the new service to passengers, either as they board or disembark service vehicles, and providing these operators with the training to be able to answer common passenger questions or point to informational materials/FAQs.
- Sending push notifications, SMS messages, and/or emails providing free ride codes for rides pre-booked on the app but before launch (for instance, pre-scheduled rides occurring in the first three weeks after launch might be discounted or provided free of charge to the passenger).

The following is an example of a video that RideCo helped develop for Los Angeles Metro's MOD service. The video is designed to showcase the desirable attributes of the service such as its user-friendly experience, safety, available zones, and use cases/user personas supported.

<https://www.youtube.com/watch?v=FLL5ZqDyuA4>





BRANDING EXAMPLES

Leveraging an integrated marketing approach will reach a wider audience and will enable a high likelihood that a passenger will engage with multiple marketing channels to prompt action. Below is a high-level list of channels (paid media, owned media, and earned media) to leverage when deploying an integrated marketing approach.

Paid Advertising Channels include:

- Direct mail (traditional advertising)
- Print materials (traditional advertising)
- Radio (traditional advertising)
- Facebook ads (digital advertising)
- Google search ads (digital advertising)





- Programmatic videos/YouTube placement (digital advertising)

Owned Media Channels include:

- GTrans website
- GTrans social media accounts
- Email marketing
- SMS marketing
- GTrans -owned bus placement: interior and exterior of the bus
- Stations/transfer points advertising opportunities
- Any other GTrans -owned properties

Earned Media Channels include:

- Press release & Pop-ups & events
- Ride-along
- Local organization partnership
- Local TV/radio exposure
- Business and community outreach



PRE-LAUNCH			LAUNCH DAY	POST-LAUNCH		
2 Months	3-4 Weeks	1-2 Weeks		1 Month	2 Month	3 Months+
<ul style="list-style-type: none">• Receive approval on marketing plan• Build creative on asset• Secure media placement• Draft PR	<ul style="list-style-type: none">• Launch digital campaigns & media placements• Outreach to key stakeholders & partnership	<ul style="list-style-type: none">• Continuous email and social post to announce launch day & to educate the audience on the service		<ul style="list-style-type: none">• Review campaign performance & optimize accordingly• Continue outreach to stakeholders & partnership	<ul style="list-style-type: none">• Continue to monitor and review campaign results	<ul style="list-style-type: none">• Final report on learnings and results





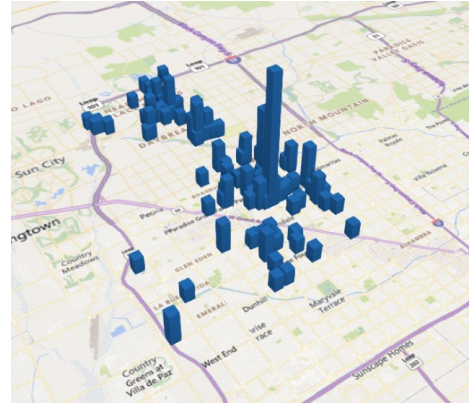
7 Service Scenarios/Models

7.1 Service Planning Approach

The RideCo product excels in its ability to deliver countless service models, and RideCo does not approach the market with an out-of-the-box solution because each area has unique challenges and transit needs. For this reason, RideCo has the ability to tune its algorithm and set up the service in hundreds of different ways to meet the unique objectives and needs in Gardena. RideCo's service modeling approach is built with this philosophy in mind.

As part of the service design process during the implementation, RideCo will work collaboratively with GTrans staff to refine the service concepts that are presented in this proposal to ensure that the specific parameters are suitable for the local context. RideCo's team looks forward to the opportunity to work with GTrans staff to further refine the service concept, pairing GTrans staff's local and institutional knowledge with RideCo's microtransit specific knowledge and tools.

RideCo's service modeling approach consists of understanding objectives, conducting robust analysis, and benchmarking with simulation analysis. The last step of RideCo's planning approach is to understand how the proposed service would operate in a close-to-real-life scenario. RideCo's simulation capabilities allow them to use existing or forecasted ridership data or generate representative ridership data (based on assumed trip patterns) and use that data to run a full-service day simulation in a virtual setting. The virtual setting closely mimics the real world by considering several real-world factors such as live and historic traffic conditions, your exact vehicle types, capacities, and the mobility options they support, different boarding and alighting times by passenger, and mobility type, and many more.



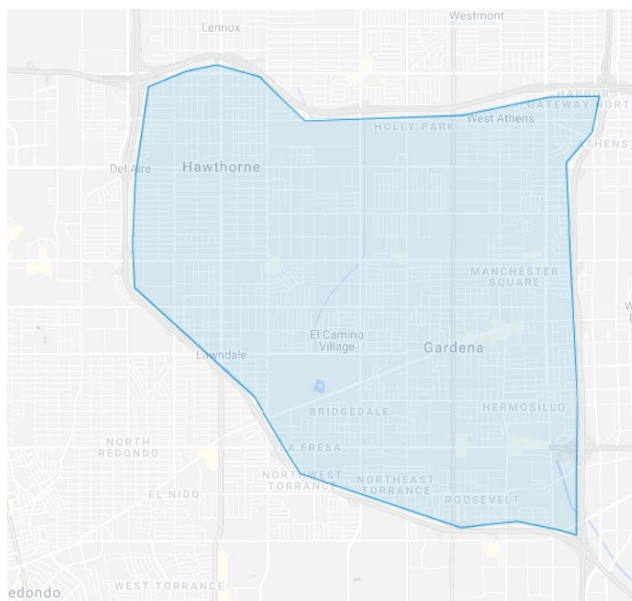
RideCo staff welcomed the opportunity to model GTrans' service using sample trips based off current GTrans Data and paper manifests after approval by GTrans staff. The results of this simulation as well as the proposed service model is presented below.

7.2 Proposed Service Plan

PARATRANSIT ZONE

The paratransit zone will be based on the current service area of the existing paratransit service. Registered paratransit riders will be able to travel curb-to-curb anywhere within this zone.





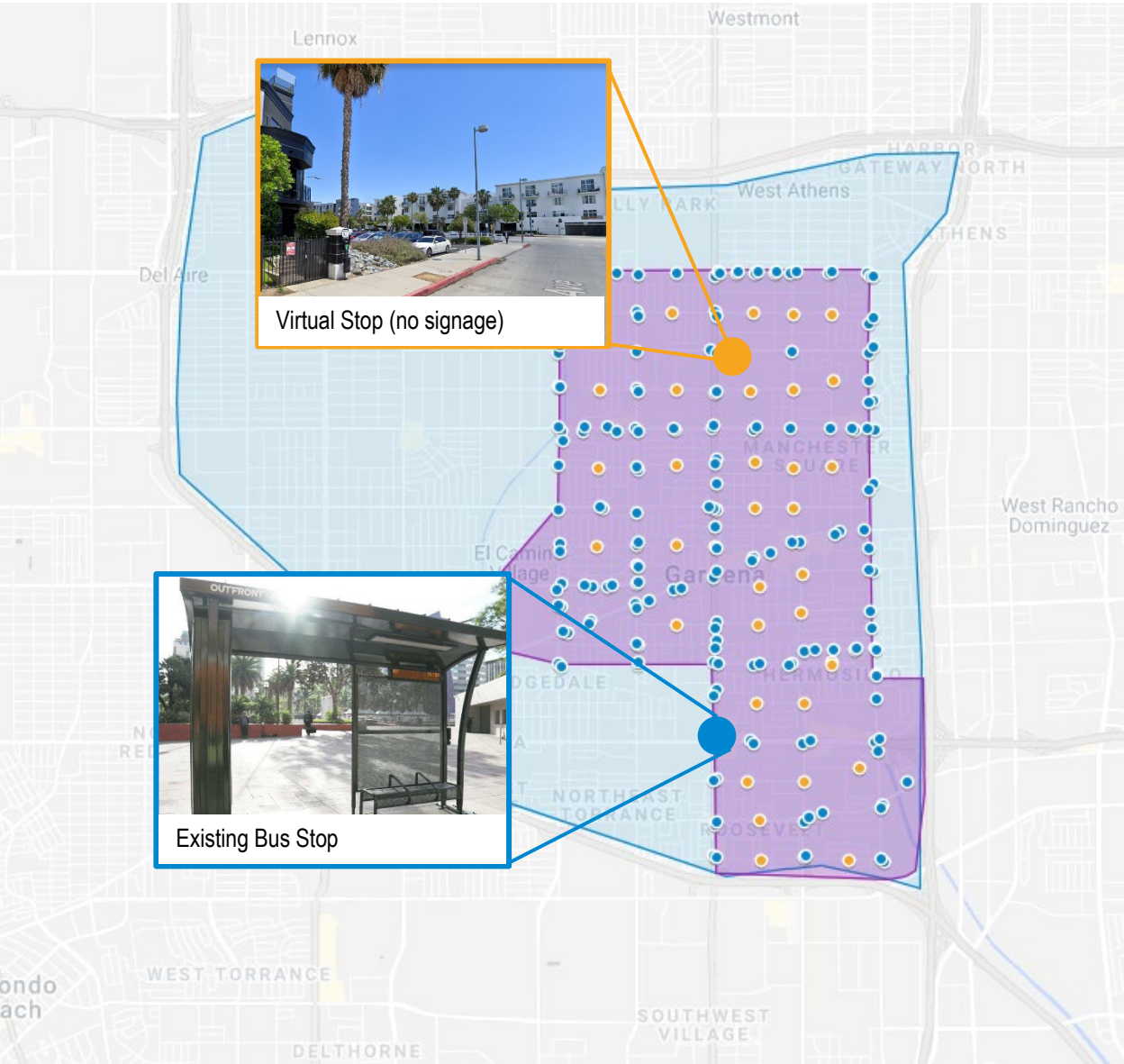
MICROTRANSIT (GENERAL PUBLIC) ZONE

The proposed microtransit zone covers the area previously served by Line 4, as well as some additional gaps in the network. The general public can request trips to and from virtual stops anywhere within the proposed zone. The virtual stops include both existing fixed route bus stops in the zone, as well as new virtual stops within the zone.



With the approval of GTrans Staff, RideCo's service modelling team had the opportunity to demonstrate how the proposed on-demand system can commingle with GTrans' paratransit program using RideCo's simulation engine, which was informed by GTrans data. The fleet for this simulation consisted of 4 vehicles.





7.2.1 Projected level of service

Based on the information provided in the RFP and paratransit manifest data indicating origins and destinations of passenger trips, we simulated a comingled service that reflects the anticipated demand and travel patterns for the service. The results from the perspective of both general and paratransit riders are summarized below.

	Paratransit	General Rider
When	On-Demand Scheduled	or On-Demand or Scheduled





Walking Distance	Curb-to-Curb	< ¼ mile
Waiting Time	15 – 20 minutes	10 – 15 minutes
On-board Time	15- 20 minutes	10 – 15 minutes

7.2.2 Vehicles and Hours

4 peak period vehicles would be an adequate vehicle to achieve these service levels for the comingled ridership of paratransit and previous line 4 passengers and would have enough additional capacity to accommodate further grow, up to 180 daily passengers.

7.2.3 School Run

RideCo understand that GTrans may continue to run a fixed route bus to accommodate serves in demand driven by school trips. However, this comingled service model can be used to accommodate the school trips as well, although during these surges in demand, wait times and on-board times may exceed the targets listed in the table above.

7.2.4 Cost Savings

The cost savings presented below are based on a comparison of a baseline costs to the proposed comingled service model, which uses microtransit to replace line 4.

Baseline Costs

	Daily	Weekly	Annual
Line 4*	\$ 4,266.34	\$ 21,331.70	\$ 1,109,248.40
Paratransit**	\$ 2,895.65	\$ 17,074.35	\$ 887,866.20
Total	\$ 7,161.99	\$ 38,406.05	\$ 1,997,114.60

*Based on \$164.09/hr **Based on \$99.85/hr

Proposed Comingled Service Model Cost (plus school tripper)

	Daily	Weekly	Annual
Weekday*	\$ 4,992.50	\$ 24,962.50	\$ 1,298,050.00
Weekend*	\$ 1,298.05	\$ 2,596.10	\$ 134,997.20
Weekday School Tripper**	\$ 656.36	\$ 3,281.80	\$ 118,144.80





Total		\$ 30,840.40	\$ 1,551,162.00
Savings			\$ 445,952.60

*Based on \$99.85/hr **Based on \$164.09/hr

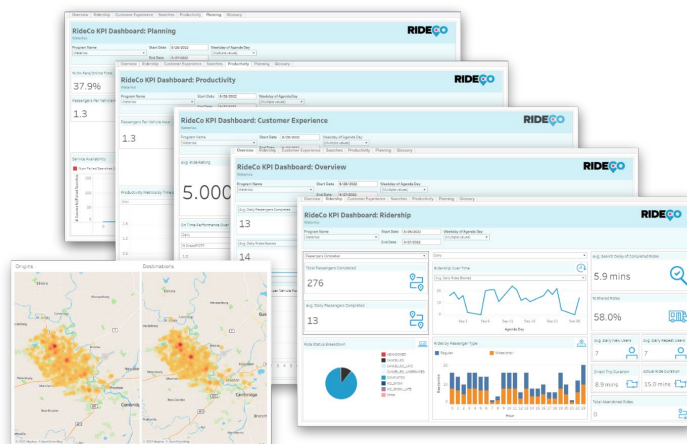
The proposed service model represents an opportunity for GTrans to save **\$445,952.60 annually**, even in a scenario where a school tripper service is included to accommodate peak period school trips.

8 Reporting and Report Samples

Data Insights comprise autogenerated Key Performance Indicator (KPI) reports, and supportive analytics, as follows:

8.1.1 Visual KPI Dashboards

The robust Visual KPI Dashboards can assist across several areas of your organization. The overview dashboards provide key insights on metrics you care more about. The ridership dashboard provides an understanding of how ridership is trending and key elements of service usage. The customer experience dashboard highlights metrics such as wait times, onboard times, on-time performance, and ride ratings. The productivity dashboard allows assessing how productive the service is with information about passengers per vehicle hour, revenue hours and sharing rates. Lastly, the planning dashboard provides key information such as vehicle utilization, overtime, and maximum hourly vehicles in service. All dashboards provide charts, metrics, and graphs of data, and can be customized by each user to show the data they care the most about for their operation. In addition, a user can set the date range preferences to view all of this data.



8.1.2 Raw Data Exports

GTrans can export raw data (rides, vehicles, times, locations, etc.) in .csv format from RideCo platform for further analysis. The raw trip request data (origin/destination/time points) is also available for export and can be used for future transportation planning. All output options are flexible and can meet all standard reporting requirements (as required, such as origin and destination information, vehicles operated in maximum service, unlinked passenger trips, vehicle hours, total vehicle hours, vehicle miles, vehicles' miles traveled, passenger miles traveled, total passenger counts, and total vehicle miles. RideCo can also provide API access to data should GTrans want to bring their microtransit data into their pre-existing database provided by a third-party provider (Tableau, Power BI, etc.)





8.1.3 Daily Key Performance Indicator (KPI) Reporting

RideCo offers standardized KPI reports that can be sent to your inbox daily. Reports include several KPIs, including weekly/monthly ridership and revenues, ridership by time of day, booking times, driver performance statistics, and customer ride ratings, and much more.

Ride data, provided at the trip level, will include information associated with requested locations of pick-ups and drop-offs, the actual locations of pick-ups and drop-offs, the price of each trip (including any discounts applied), and fare payment data (e.g., fare type, payment type).

Driver data, provided at the individual driver level, will include start and end times of shifts (including breaks), total vehicle miles traveled (by start of day to end of day and by terminal to terminal), and total revenue miles. Other examples of data from monthly summary reports include:

- Demand summary data (origin/destination, time of use, boardings per revenue hour, total ridership).
- Trip data (travel times, routes trip denial rate, booking abandonment rates, on-time percentage).
- Revenue summary data (total revenue, revenue broken down by types of passengers).

Business intelligence-style data (e.g., information on number of in-service vehicles vs. active passengers, efficiency data etc.) is collected and reported by the RideCo system. RideCo also compiles and provides fully completed NTD reporting in formats that are ready to be submitted to the FTA.

8.1.4 Quality Assurance/Control

In addition to tracking performance of the program to ensure success, our team identifies quality assurance to modify the services and zones if they are not performing as intended to better serve demand or resolve unintended issues.

RideCo's platform captures and timestamps every interaction with passengers and drivers and makes it available through intuitive dashboards as well as spreadsheet-based reports or raw data extracts. RideCo usually provides the following set of performance data:

- Ridership – total, by type of passenger, by revenue hour.
- Travel times.
- Trip denial rate.
- Booking abandonment rates.
- Percentage of time headways are met.
- Revenue – total, by type of passenger.
- Vehicle performance and reliability.
- Number and success of marketing events – audience reached.
- Calls for customer service.

The data is shared with GTrans in multiple reporting formats, as detailed below.

8.1.5 Weekly and Monthly Performance Reports

RideCo offers standardized reports that are provided in Excel format. Reports will be customizable to GTrans needs. Example reports include weekly/monthly ridership and revenues, ridership by time of day,





booking times (how far in advance passengers book rides), on-time pick-up and drop-off performance by drivers, driver performance statistics, and customer ride ratings.

Early in the project, performance will be evaluated daily to learn from passengers and drivers' feedback and make service adaptations. RideCo staff will participate in ride-along with passengers to get feedback first-hand. The following are example of adjustments that may be made based on performance in the first three weeks of service:

- Flex stop locations and descriptions may be modified, removed, or added.
- Vehicle supply scheduling (operating costs) may be increased or reduced or changed to better match passenger demand patterns at different times of the day (if permitted within the GTrans operating model).
- Specific marketing campaigns may be amplified or reduced based on customer acquisition results.
- Updating the communications materials (FAQ, website etc.).
- Ride ratings by passengers will be reviewed to coach or remove drivers rated poorly by passengers and encourage highly rated drivers.

By adapting quickly to daily performance and customer/driver feedback, the service is expected to become more optimized, and the service adaptations will become less frequent. After the first month, performance will be evaluated on a weekly basis. Service model adaptations can be made on a weekly basis. The following are examples of statistical data that may be reviewed, and adjustments made:

- Overall ridership, revenues, operating costs, and growth trends will be compared against targets, if the service is underperforming. The following service adaptations may be made without any downtime:
 - Change service area boundaries to better match demand profile (captured in the raw data).
 - Increase or decrease the density of flex stops or enable doorstep service in specific areas.
 - Reduce or increase headway.
 - Change average in-vehicle travel time to decrease or increase sharing/vehicle utilization.
 - Improve the passenger experience if there is any friction with respect to payment, customer support, etc.
- Trip request data will be analyzed, and vehicle supply scheduling will be adjusted to better match trip demand by time of day and day of week.
- On-time performance (pick-ups/drop-offs, driver starts) will be evaluated and adjustments to the traffic and travel time estimation engine may be made.
- Driver efficiency (e.g., trips per vehicle hour) can be analyzed to coach under-performing drivers.
- Passengers of the service can rate every ride and leave comments. After a period, drivers will accumulate a rating score (out of 5). Drivers will be required to maintain an aggregate rating score of 4.0 or higher (out of 5). Any driver falling below this threshold will be investigated and offered coaching or removed from the service.
- Marketing campaign performance will be analyzed to decide which campaigns to continue and which to curtail; specific metrics analyzed include number of passengers driven referrals, campaign driver referrals, and cohort analysis.
- Customer usage frequency and retention data will be analyzed. Ideally customer usage frequency matches or exceeds that of existing fixed route bus passengers. Any shortcomings in these metrics may be investigated.
- Customer surveys may be performed digitally and via ride-along.





During the remaining term of the contract, RideCo will evaluate performance on a weekly to bi-weekly basis. Program meetings with the GTrans project team will occur on a weekly or bi-weekly basis at a minimum.

8.1.6 Sample Reports

DAILY KPI REPORT

Week Of	Day	Passengers Completed	Rides Completed	Shared Rides Percent	Avg Shared Fare Occupancy	Avg Direct Duration (min)	Avg Actual Duration (min)	Avg Wait Time in Window (min)	Avg Search Delay - Completed Rides (min)	Avg Origin-Virtual Stop Distance (ft)	Avg Destination-Virtual Stop Distance (ft)	Pickup Violations Percent	Dropoff Violations Percent	Total Vehicle Online Time (hours)	Passengers Per Vehicle Hour (PVH)	Avg Ride Rating
Week of May 6th - May 11th, 2022	Total	3547	3037	72%	2.6	7.0	12.0	7.2	10.39	266.6	272.7	2%	2%	690	5.14	4.8
	11-May-22	617	532	72%	2.5	7.1	12.0	6.6	9.85	259.6	255.7	2%	3%	120	5.14	4.8
	10-May-22	640	547	75%	2.6	7.2	12.6	7.4	11.22	266.4	282.9	4%	3%	122	5.23	4.8
	9-May-22	633	540	72%	2.6	7.2	12.2	6.8	9.74	270.8	278.6	3%	1%	122	5.18	4.7
	8-May-22	674	579	74%	2.6	6.9	11.7	6.9	9.45	264.0	267.0	3%	3%	126	5.36	4.8
	7-May-22	629	550	70%	2.6	7.0	12.2	7.5	10.45	277.7	287.6	1%	1%	126	4.99	4.7
Week of April 29th - May 5th, 2022	6-May-22	354	289	61%	2.4	6.1	10.3	9.0	12.77	256.3	256.5	1%	3%	73	4.85	4.7
	Total	3602	3124	65%	2.4	7.0	10.9	6.3	10.09	267.8	274.2	2%	3%	822	4.38	4.8
	5-May-22	402	341	62%	2.4	6.8	10.7	7.4	13.65	258.1	256.6	1%	2%	86	4.69	4.7
	4-May-22	634	558	68%	2.5	7.1	11.3	7.1	10.16	269.6	265.0	1%	3%	134	4.72	4.8
	3-May-22	650	570	73%	2.5	7.4	11.7	7.2	10.82	278.8	290.0	4%	4%	129	5.03	4.8
	2-May-22	515	451	64%	2.4	7.1	11.2	6.3	8.55	277.2	303.4	4%	4%	133	3.88	4.7
Week of April 22nd - April 28th, 2022	1-May-22	606	519	66%	2.5	6.9	10.7	5.3	8.69	269.0	272.6	2%	2%	134	4.52	4.7
	30-Apr-22	447	393	57%	2.2	6.6	9.8	4.9	9.03	263.8	266.6	3%	1%	129	3.46	4.7
	29-Apr-22	348	292	60%	2.3	6.4	10.0	5.9	10.68	243.6	249.5	2%	2%	76	4.57	4.8
	Total	3748	3257	66%	2.4	6.8	11.0	6.5	9.72	266.3	278.7	2%	3%	828	4.53	4.8
	28-Apr-22	421	359	64%	2.3	6.3	10.3	7.0	11.63	243.4	258.6	4%	3%	91	4.64	4.7
	27-Apr-22	591	517	71%	2.5	7.0	12.1	7.6	10.40	253.0	271.6	1%	3%	127	4.67	4.7
Week of April 15th - April 21st, 2022	26-Apr-22	599	531	65%	2.5	6.8	11.4	6.1	8.31	276.0	273.7	1%	3%	136	4.40	4.8
	25-Apr-22	628	533	69%	2.4	6.9	10.8	5.6	9.12	270.0	289.4	3%	3%	132	4.74	4.8
	24-Apr-22	589	514	63%	2.4	6.8	10.8	5.9	8.88	275.9	283.1	4%	1%	135	4.37	4.8
	23-Apr-22	602	526	67%	2.5	6.9	11.5	6.8	9.83	278.2	291.9	2%	4%	133	4.53	4.8
	22-Apr-22	318	277	53%	2.3	6.1	9.5	6.5	11.19	254.2	273.4	2%	2%	75	4.26	4.7
	Total	3867	3358	68%	2.5	6.8	11.7	7.1	10.88	269.3	278.1	3%	3%	825	4.69	4.8
Week of April 11th - April 14th, 2022	21-Apr-22	371	329	60%	2.3	6.7	10.8	7.2	10.82	255.1	263.8	3%	3%	89	4.18	4.7
	20-Apr-22	599	529	72%	2.5	6.8	13.2	6.6	10.33	263.6	276.9	1%	3%	128	4.69	4.8
	19-Apr-22	646	566	72%	2.5	6.9	13.0	6.4	10.62	279.0	285.9	2%	1%	131	4.92	4.8
	18-Apr-22	609	524	70%	2.5	7.3	11.6	8.4	10.80	271.5	289.7	2%	3%	142	4.29	4.7
	17-Apr-22	676	579	67%	2.6	6.8	11.1	5.9	10.60	276.7	282.9	3%	4%	137	4.95	4.8
	16-Apr-22	646	552	70%	2.4	6.6	10.9	6.8	9.74	273.7	285.6	4%	3%	132	4.91	4.8
Week of April 11th - April 14th, 2022	15-Apr-22	320	279	59%	2.3	6.4	10.5	9.6	15.54	249.2	234.8	3%	3%	67	4.77	4.7
	Total	1780	1520	64%	2.4	6.9	10.6	5.5	10.06	251.8	252.7	3%	2%	434	4.10	4.8
	14-Apr-22	401	342	68%	2.4	6.7	11.3	8.4	12.15	249.8	247.9	1%	1%	93	4.32	4.7
	13-Apr-22	565	474	65%	2.4	6.9	10.3	4.6	10.32	241.2	244.9	2%	3%	134	4.21	4.9
	12-Apr-22	550	482	65%	2.5	7.0	10.7	4.9	8.57	250.1	253.9	3%	3%	134	4.10	4.8
	11-Apr-22	264	222	53%	2.2	6.9	9.8	4.5	9.55	280.9	273.9	4%	2%	73	3.60	4.8

SAMPLE NTD REPORT

<Program name> NTD Report												
NTD Report - February 2021												
Program	Date	General	Accessible	Companion	Total Boardings	Revenue Hours	Revenue Miles	Total Passenger Miles	Average Passenger Miles	Average Wait Time - Accessible (min)	Average Wait Time - Other (min)	Maximum Hourly Vehicles in Service
<Program Name>	2021-02-01	9	0	0	9	20.18	50.84	26.46	2.94	0.0	6.67	3
<Program Name>	2021-02-02	10	0	0	10	20.03	41.86	22.47	2.25	0.0	8.5	2
<Program Name>	2021-02-03	10	2	0	12	19.59	59.77	35.75	2.98	2.5	7.0	3
<Program Name>	2021-02-04	10	0	0	10	19.63	28.55	16.68	1.67	0.0	7.5	3
<Program Name>	2021-02-05	17	0	0	17	20.22	64.96	36.47	2.15	0.0	6.18	2
<Program Name>	2021-02-08	6	0	0	6	20.3	32.54	9.59	1.6	0.0	7.5	3
<Program Name>	2021-02-09	16	0	0	16	20.77	59.49	27.65	1.73	0.0	8.75	3
<Program Name>	2021-02-10	8	2	0	10	20.22	58.02	26.04	2.6	2.5	9.38	2
<Program Name>	2021-02-11	12	0	0	12	20.28	50.19	27.3	2.28	0.0	6.25	2
<Program Name>	2021-02-12	16	0	0	16	20.75	45.04	21.7	1.36	0.0	3.75	3
<Program Name>	2021-02-15	11	1	0	12	20.13	60.59	31.53	2.63	5.0	7.27	3
<Program Name>	2021-02-16	12	0	0	12	20.02	75.8	29.08	2.42	0.0	8.33	3
<Program Name>	2021-02-17	9	0	0	9	20.54	69.9	26.3	2.92	0.0	11.11	3
<Program Name>	2021-02-18	17	0	0	17	20.56	110.87	60.97	3.59	0.0	6.76	3
<Program Name>	2021-02-19	12	1	0	13	20.43	76.32	38.62	2.97	30.0	7.5	2
<Program Name>	2021-02-22	5	0	0	5	20.05	25.27	11.03	2.21	0.0	7.0	3
<Program Name>	2021-02-23	16	0	0	16	20.71	118.35	40.55	2.53	0.0	5.63	3
<Program Name>	2021-02-24	14	3	0	17	20.44	95.8	48.24	2.84	8.33	6.43	3
<Program Name>	2021-02-25	16	0	0	16	20.48	89.69	40.65	2.54	0.0	5.31	3
<Program Name>	2021-02-26	13	0	0	13	20.45	85.4	41.53	3.19	0.0	5.77	3





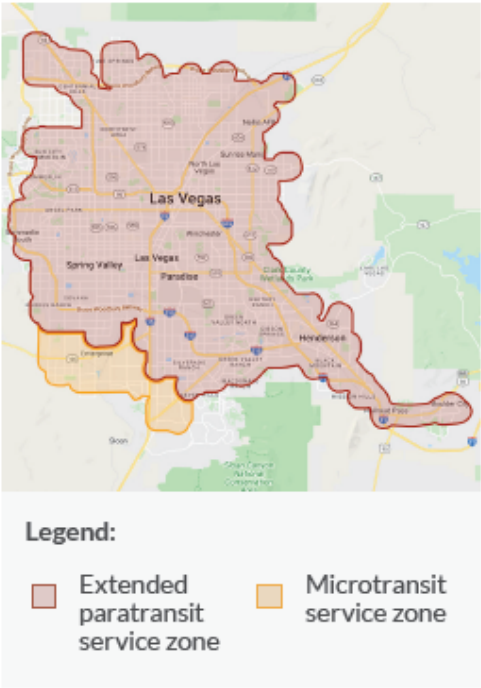
9 Appendix



Las Vegas, Nevada

RideCo’s Innovative Technology Enables Productive and Reliable Commingled Service Across Las Vegas Valley

Committed to bringing reliable public transit to Las Vegas Valley, the Regional Transportation Commission of Southern Nevada (RTC) wanted to test an innovative but flexible mobility solution that could address several use cases. The agency engaged RideCo as the sole technology provider, commingling on-demand microtransit and paratransit in a single service, to move more people across the region.



Pilot Purpose

To address several use cases, the agency needed one technology provider that could integrate existing policies and fare structures within a commingled service

Objectives



Universalizing transit



Maximizing fleet usage



Improving access in a transit desert

The RideCo Solution

Using RideCo's transit technology, the RTC-OnDemand service commingles on-demand microtransit and paratransit passengers with the same vehicle fleet. While microtransit customers connect to a defined point of interest or flex stop, paratransit customers can travel to and from anywhere within the service zone. RideCo's solution also integrates with the transit network's existing fare structure, allowing passengers to pay for their trips through the RTC-OnDemand app for a seamless onboarding experience.

Service Implentation

Buses/minivans

▶ ADA compliant

233 flex stops

Microtransit Zone Stats

33 sq. mi. **171,108**
service area population

Extended Paratransit Zone Stats

397 sq. mi. **1,886,011**
service area population





Service Results

Despite a short timeline to decide on service and system configurations and to set up and test the service, the RTC-OnDemand program successfully launched within eight weeks. Since its launch, the on-demand microtransit service has consistently seen a high percentage of shared rides with an average **8.2+ passengers per vehicle hour during peak commuting times**. Continued adoption and growth of the commingled service has enabled the agency to reach new segments of both microtransit and paratransit customers across Las Vegas Valley.

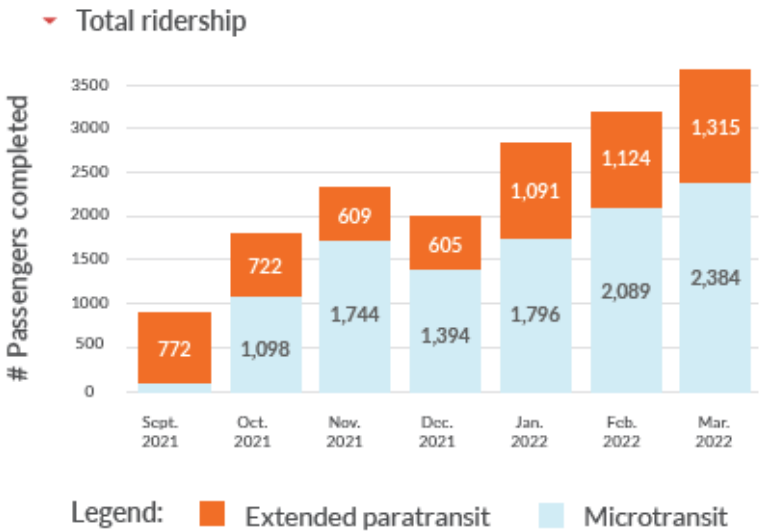
Microtransit Service Results

79% shared rides
98% on-time performance
19 min. average pickup wait time
4.8 average star trip rating

Extended Paratransit Service Results

44% in-app bookings
45% same-day bookings
21 min. average pickup wait time
4.6 average star trip rating

BEFORE	AFTER
Paratransit riders had to reserve rides 24 hours in advance	Paratransit riders can now book rides at any time
Manual paratransit scheduling and dispatching through the call center	Automated paratransit scheduling and dispatching reduces call center volume



Las Vegas, Nevada

"Our partnership with RideCo has given us the opportunity to further test the efficiencies of on-demand microtransit service, and more importantly, determine if we can safely and reliably provide universal transit options that allow paratransit customers to share rides with fixed-route transit customers on a single platform."









— MJ Maynard
CEO, RTC

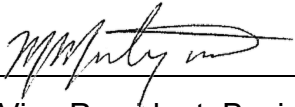


FORM A

PROPOSAL SUBMISSION CHECKLIST

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

	DESCRIPTION	REQUIRED FORMS REFERENCE LETTER	PROPOSER'S INITIALS
1.	Proposal Submission Checklist (This Form)	FORM A	
2.	Transmittal Letter Form	FORM B	
3.	Business Questionnaire	FORM C	
4.	Addendum Acknowledgement	FORM D	
5.	Designation of Subcontractors	FORM E	
6.	Affidavit of Non-Collusion	FORM F	
7.	Conflicts of Interest Statement	FORM G	
8.	Cost Proposal (refer to instructions)	ATTACHMENT A	

Company Name:	RideCo U.S. Inc.
Name of Proposer initialing document (print):	Matthew Monteyne
Email address of Company Contact:	matthew@rideco.com
Signature:	
Title:	Sr. Vice President, Business Development and Co-Founder
Date:	April 4, 2023

FORM B
TRANSMITTAL LETTER FORM

City of Gardena GTrans
Dana Pynn, Transit Administrative Officer
13999 S. Western Ave.
Gardena, CA 90249

1. Proposer acknowledges receipt of RFP 2022-04 and Addenda No. (s) 1 and 2
2. Proposer acknowledges its familiarity with requirements defined in Scope of Work.
3. This offer shall remain firm for 120 days from the RFP close date.
(minimum 120)

Company Name:	<u>RideCo U.S. Inc.</u>
Address:	<u>57 Erb St W</u> <u>Waterloo, ON</u> <u>Canada</u> <u>N2L 6C2</u>
Telephone:	<u>213-293-3312</u>
Print Name/Title:	<u>Matthew Monteyne - Sr. Vice President, Business Development</u>
E-mail:	<u>matthew@rideco.com</u>
Date Signed:	<u>April 14, 2023</u>
Signature:	<u></u>

FORM C

BUSINESS QUESTIONNAIRE

1. Name of Proposed Contractor ("Business", herein): RideCo U.S. Inc.

Doing Business As: RideCo U.S. Inc.
Other business name, if applicable)

EIN# 98-1552873

2. Business Mailing Address: Oppenheimer Tower 10880 Wilshire Boulevard Suite 1101
Street Address

Los Angeles CA 90024
City State Zip Code

3. Business Telephone Number: () 213-293-3312 Fax Number: () 1-866-837-2786

info@rideco.com E-mail address:

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

5. Number of Years in Business: Eight

6. Annual Gross Revenue: (M represents Millions)

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

7. Number of Employees:

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

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

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

10. Female Owned Business? ☐ Male Owned Business? ☒

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

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

RideCo provides innovative transportation software technology to transit agencies and partners

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

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

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

RideCo is currently involved in a patent infringement lawsuit Case 6:21-cv-00457 and has brought a counterclaim against the plaintiff Case 6:21-cv-00457-ADA

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

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

FORM C Continued

BUSINESS QUESTIONNAIRE

18. Has the Business been a defaulter, as principal, surety or otherwise? ☐ Yes ☒ No
19. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? ☐ Yes ☒ No
20. Is the Business in arrears upon a contract or debt? ☐ Yes ☒ No
21. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ☐ Yes ☒ No
22. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? ☐ Yes ☒ No
23. If a "yes" response is given under questions 15 through 22, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). GTrans reserves the right to inquire further with respect thereto.

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

Name of Bank: First Republic Bank - Preferred Banking

Address: 111 Pine Street

City and State: San Francisco, CA 94111

Officer familiar with proposers account: Jesus Oquendo

Federal Taxpayer I.D. number: 806527990

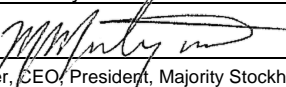
25. Please check all classifications that apply to your business:

☐ DBE ☐ WBE ☐ MBE ☐ SBE ☐ SBRA ☐ LSAF

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

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

Printed Name: Matthew Monteyne Title Sr. Vice President, Business Development and Co-Founder

Signature of Owner:  Date: April 4, 2023

(Owner, CEO, President, Majority Stockholder or Designated Representative)

FORM D
ADDENDUM ACKNOWLEDGEMENT

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

Addendum No. 1
Addendum No. 2
Addendum No. _____

Date Mar 28, 2023
Date Mar 29, 2023
Date _____

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

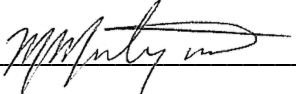
If Proposer is a corporation, state the legal name of the corporation and the name(s) of person(s) authorized to sign Proposals; if a partnership, state true name of firm and the names of all individual partners; if an individual, state name in full.

RideCo U.S. Inc.

Matthew Monteyne - Sr. Vice President, Business Development and Co-Founder

Date: April 4, 2023

Company: RideCo U.S. Inc.

Signed: 

Name: Matthew Monteyne

Title: Sr. Vice President, Business Development and Co-Founder

Telephone: 213-293-3312

RideCo will not be using subcontractors for this project

FORM E
DESIGNATION OF SUBCONTRACTORS

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

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

Company Name and Address / Contact Name and Phone No. <u>INCLUDE LICENSE NUMBERS</u>	DBE (Included in CUCP List) (Yes / No)	Small Business Enterprise (Yes / No)	Description of Work/Services	Estimated Dollar Amount

FORM F
AFFIDAVIT OF NON-COLLUSION

Submit this form with the Price Proposal, failure to do so is grounds for disqualification.

I hereby swear (or affirm) under penalty of perjury that:

1. I am the Proposer (if the Proposer is an individual), a partner in the proposal (if the Proposer is a partnership), or an officer or employee of the proposing corporation and have authority to sign on its behalf (if the Proposer is a corporation);
2. The Proposer has independently produced the attached proposal(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent proposing competition;
3. The contents of the proposal(s) have not been communicated by the Proposer and or its employees and or agents to any person not an employee and or agent of the Proposer or its surety, on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal, and
4. I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Proposer's Company Name	RideCo U.S. Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Principal Office Address	Oppenheimer Tower 10880 Wilshire Boulevard Suite 1101
City, ST, Zip	Los Angeles CA 90024
Phone Number	213-293-3312
Fax Number	1-866-837-2786
E-Mail	info@rideco.com
Federal Employer Identification Number	806527990
Title of Person Authorized to Sign	Sr. Vice President, Business Development and Co-Founder
Print Name of Person Authorized to Sign	Matthew Monteyne
Authorized Signature and Date	

FORM G

CONFLICTS OF INTEREST STATEMENT

Proposers shall provide a list of all entities with which it has relationships that create, or would appear to create, a conflict of interest with the work that is contemplated by this project. The list should indicate the name of the entity, the relationship to the Proposer, and a discussion of the conflict.

Name of Entity: _____

Relationship to Proposer: _____

Conflict: _____

Name of Entity: _____

Relationship to Proposer: _____

Conflict: _____

Name of Entity: _____

Relationship to Proposer: _____

Conflict: _____

OR

I, Matthew Monteyne, hereby certify that

Authorized Official

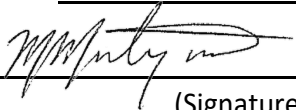
RideCo U.S. Inc. has no known relationships that

Company

create or would appear to create a conflict of interest with the work that is contemplated by this project.

Executed this 4th day of April, 2023

By _____



(Signature of Authorized Official)

Exhibit B

RideCo Clarification Response



Microtransit Software Clarification Questions – RideCo Responses

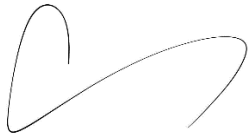


City of Gardena
13999 S. Western Avenue
Gardena, CA
90249

[Reference: City of Gardena \(GTrans\) Request for Proposals for Microtransit Software RFP No. 2022-04](#)

RideCo U.S. Inc. (RideCo) is pleased to respond to the City of Gardena (GTrans) clarification questions sent 5/11/23.

Sincerely,



Cody Cornwell
Regional Director
Email: cody.cornwell@rideco.com
Phone Number: (720) 229-7485



1. Will GTrans be able to adjust pick up window parameters?

The RideCo platform is heavily configurable, ensuring that the deployment-specific needs of our clients are met. RideCo's white glove service, provided by a dedicated RideCo Project Team, allows pickup window parameters to be easily adjusted to meet Gtrans' requirements.

2. It is mentioned under the "Passenger Interface" section that RideCo provides a "forced ride" function that allows dispatchers to manually override the system in select situations. Can RideCo please clarify which situations have the override ability and which situations do not?

The special circumstances for its use should be further refined by your own internal policy and at the discretion of the dispatcher. While Forced Rides allows the agency to make exceptions to an otherwise fully optimized platform, the use of this feature can affect efficiencies that should be understood and considered.

The Forced Rides dashboard has the following warning:

Warning! This interface should only be used in exceptional circumstances to force a ride into a schedule when [Book Rides](#) was unable to find a ride.

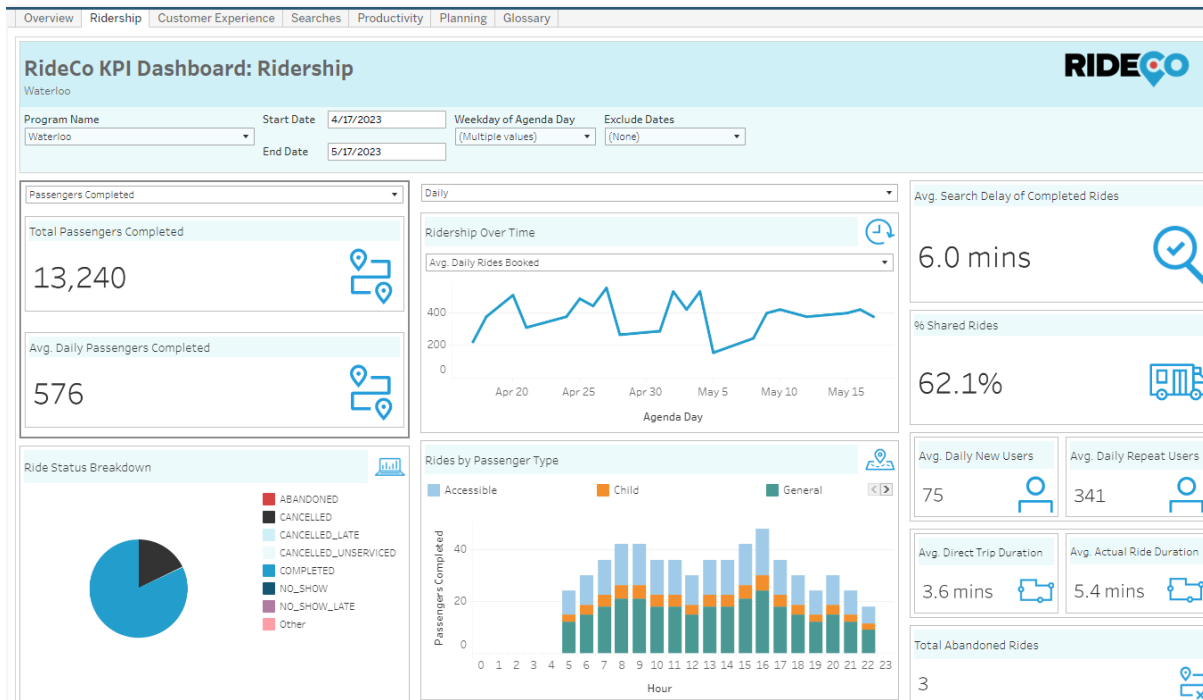
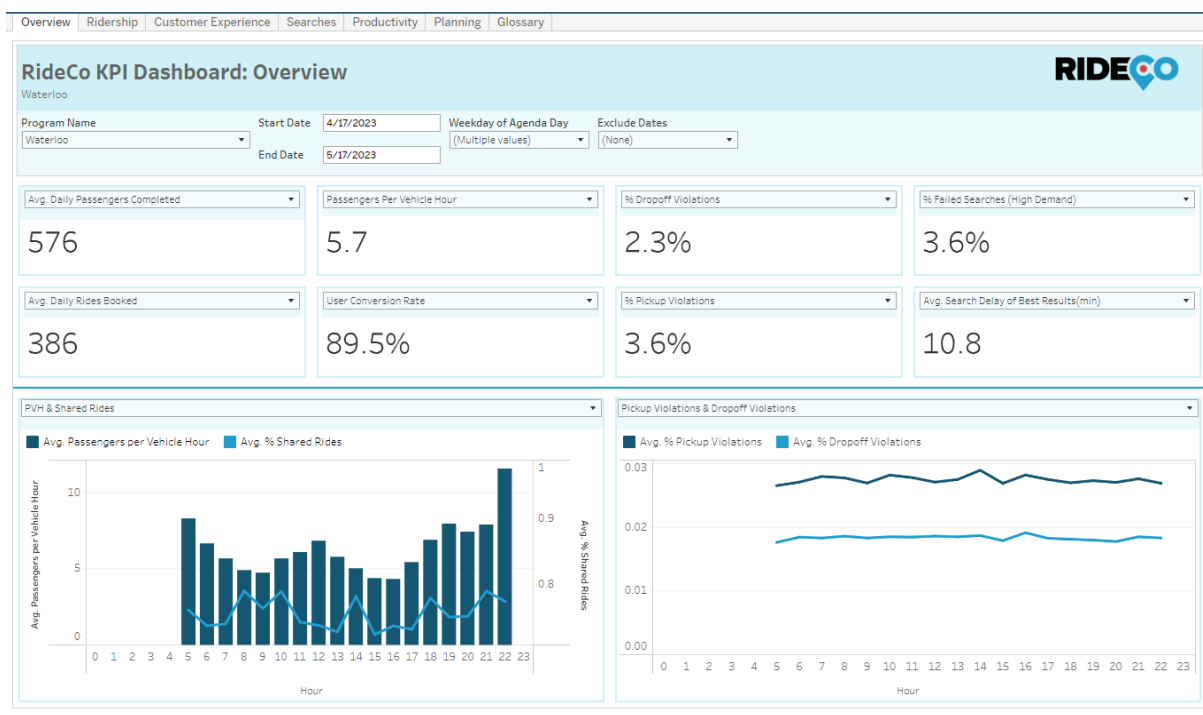
This warning suggests that it should only be used when the system returns an error that the system can not find any capacity and therefore cannot automatically assign the ride request.

3. Can RideCo provide examples of how Reporting/Metrics are displayed and exported? Is the reporting data only raw data or is it displayed in a comprehensive report for GTrans to view?

There are three primary ways that GTrans will receive metrics from the program and this will be demonstrated in greater detail during the meeting scheduled for May 23, 2023.

- I. Through a daily KPI report, which will come as an organized excel report to your inbox every morning. It includes the previous 30 days of operational data. (sample report attached)
 - II. Through access to the RideCo Performance Dashboard (screenshots below). This dashboard will also be demonstrated at the meeting.
 - III. By downloading reports from the Export tab of the Operations Dashboard.
- Performance Dashboard Screenshots:

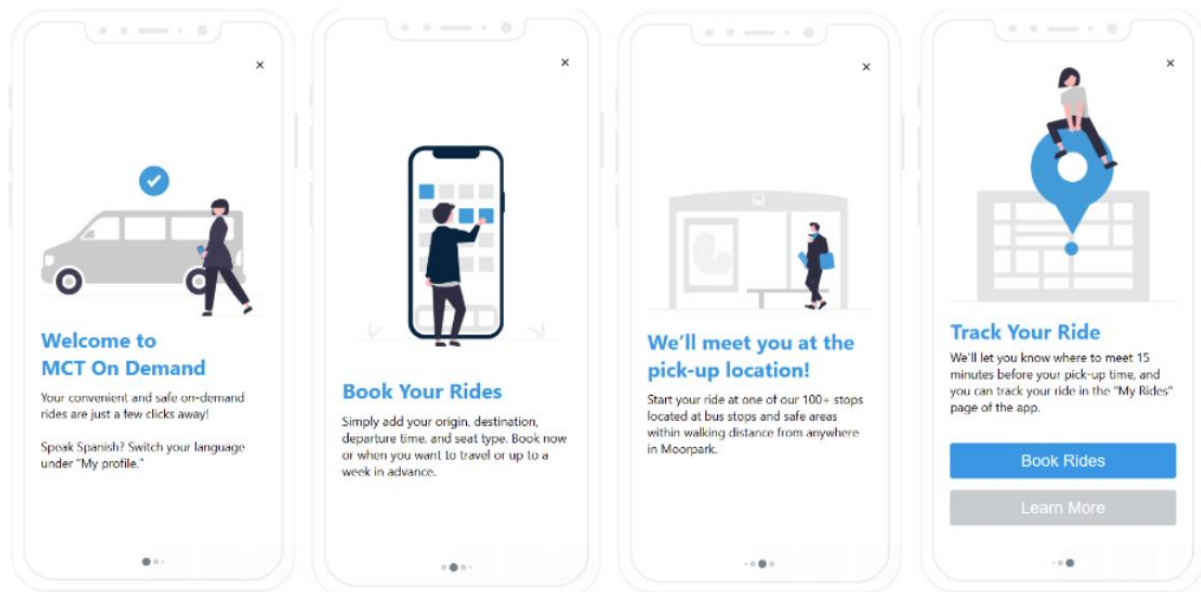




4. Can RideCo provide branding and video materials for GTrans (such as how-to ride, how-to book videos)? If so, is this an extra cost or can be included in the marketing plan?

Yes, RideCo has a video template used for marketing - please see our [Milpitas SMART video on YouTube](#) - this can be updated with Gardena branding. Custom branding would require additional funds and will range depending on the number of changes made to the baseline template.

When a passenger downloads the application, they will receive an In-App Message as follows:



5. How does RideCo count mileage and hours between a paratransit rider and on-demand rider going in the same direction? For example: Rider A is a paratransit customer, Rider B is an on-demand customer. For 2 miles of the trip, both Rider A and Rider B are heading in the same direction within Gardena's boundaries, but Rider A's ending destination is in Hawthorne. For the 2 miles that they share, how will the mileage and hours be distributed for each customer? Will the ride double count the mileage and revenue hours? Please provide an example showing how RideCo's system will schedule and report the trip.

In the case above, both Rider's trips would each individually count toward passenger miles traveled for their passenger type (Rider A miles traveled would contribute to paratransit passenger miles and Rider B toward total on-demand passenger miles). We do not break down total vehicle miles or hours by passenger type but we are currently working on a methodology to track this.

6. Can RideCo provide a "Trip Search Analytics" option where data is collected in order to understand how, when and where people travel



through requested journeys or trip searches that do not lead to an actual trip?

Yes, we can generate a custom search report that reports on all searches that do not result in an actual trip. This can include data on search location (origin and destination), time and a reason for why the trip wasn't booked (outside of service window, outside of service region, canceled, etc.)

7. Will GTrans be able to reconfigure a zone/map without the intervention of RideCo? Can that easily be done through the dispatching interface?

Although we can open up these permissions, we strongly encourage all changes to zone boundaries be completed by the dedicated Project Manager/Business Analyst. These requests can be implemented to meet next-day operations - should the changes have significant implications on operations, RideCo can run a simulation in our system to better demonstrate potential impacts prior to implementation.

8. Please provide actual samples of reports (NTD, Ridership, Daily KPI Report) in the standard format available.

These sample reports are attached as part of the email that includes this document.

9. Will RideCo be able to separate the paratransit categories into three groups for cost allocation/billing: Gardena, Hawthorne and Los Angeles County instead of just "paratransit" rider?

Yes, rides can be categorized in a number of different customized ways and reports will be automatically generated that includes these breakdowns.

10. Should GTrans choose to have the call center service be available outside of GTrans' regular business hours, would RideCo be able to provide this service? If not, then GTrans may need to consider contracting with a call center to handle phone calls after regular business hours. Would RideCo's software have features that can limit access for non-GTrans staff handling Microtransit? For example, call center agents can book rides, but they cannot change profile information, have access to payment, etc.

RideCo can provide call center services if required. This service would need to be scoped and priced accordingly.

RideCo's dashboards can be tailored to customized levels of access for both internal and external users.

11. Is RideCo HIPPA Compliant?



Yes, RideCo's RPM is backed by Salesforce, allowing us to meet HIPAA compliance while storing PII and other health data.

12. Can we increase the level of data security standard from ISO 27002 to either SOC 2 or FIPS 140-2?

RideCo follows NIST-800-53, covering all SOC-2 requirements and more. We are currently in the process of completing a SOC-2 audit as well.

13. Can RideCo's software cap the number of rides per person per day?

As seen throughout our various deployments, it can be difficult to determine the appropriate number of rides for each passenger as transit needs vary from person to person greatly.

RideCo can limit users who misuse the system with a feature called Automatic Booking Limitations (ABL). This feature is designed to provide equal opportunity for all riders and deters riders from gaming the service by monitoring riders cancellation frequency and "no-shows" - this behavior is then curbed by placing configurable temporary booking limits on their account. Riders are notified and educated through proper use of the system when booking future rides. ABL is better than capping rides per day as it ensures the service runs efficiently and that all passengers have an equal opportunity to enjoy the service.

14. Are there different language options on the app and software? If so, what are they?

a. RideCo can offer French, Spanish, and Portuguese subject to applicable fees. RideCo has the ability to translate the application into any additional languages as well, subject to applicable fees.

15. In the cost proposal, RideCo indicated in the base year contract that Tasks 1, 2, 3 and 7 (Timeline, Software Solution Design, Progress Reports, and System/User Training, respectively) are all included in the \$20,000 set-up fee and/or licensing fees. Does that mean RideCo will be charging GTrans a fixed price instead of time and materials and not charge by the hour? Please include breakdown of \$20,000 with tasks that are included.

Yes, we will be charging a fixed price of \$20,000 for implementation - RideCo does not charge by the hour for Tasks 1,2,3 & 7. The tasks included as part of the implementation fee are:

- Service modeling & simulations
- Deployment Support
- Initial system adjustments (no limits)
- Application white-labeling
- Application data migration



- Training (operations management, dispatcher, driver training)

16. In the cost proposal, RideCo indicated in option years that there are no costs associated with Task 3, Training, because they are included in set-up fees and/or licensing fees. Please clarify that all training associated under this task would be provided for free during the contract duration

In-person training will be provided to Agency operational staff and drivers during the implementation stage of the contract. In addition, RideCo provides online interactive training as well as extensive documentation to enable the agency to train new staff. GTrans will also have direct contact with their RideCo Project Manager who can assist with additional questions and training throughout the entire contract.



Compliance Matrix				
Section	Requirement	Conformance	Proposal Section	ALTERNATIVE
1.0	<p>General - GTrans is seeking proposals from qualified firms to provide Microtransit software solution design that would best benefit GTrans and provide the most efficient and effective method of transportation for its paratransit service and fixed-route Line 4 service passengers using Microtransit.</p> <p>The contract will be a two-year (24-month) base contract with three, one-year optional years (12-months each). The option years shall be exercised at GTrans' discretion, subject to evaluation, including but not limited to the Contractor's performance and passenger satisfaction to Microtransit.</p> <p>Qualified Proposers shall have substantial recent experience in providing similar services on a scale equal or great than what GTrans is requesting, and must meet the following requirements:</p>			
1.0.1	The Proposer shall have completed three on-demand real-time system implementations in the last seven years at similar size or larger bus agencies.	Fully Compliant		
1.0.2	The Proposer shall demonstrate the proposed on-demand system can comingle with GTrans' paratransit program by creating sample trips using current GTrans data and paper manifests, with the approval at the discretion of GTrans.	Fully compliant		RideCo is complaint to this request as long as the paratransit program is being operated on the RideCo platform as well.

Compliance Matrix				
Section	Requirement	Conformance	Proposal Section	ALTERNATIVE
2.0	Service Scenarios/Models shall display how Proposer's Microtransit software service can be implemented to GTrans' current Paratransit Service and replace majority of fixed route Line 4, except peak morning and afternoon routes. Microtransit outside of Paratransit services ("on-demand") will only service passengers within the City of Gardena's boundaries as stop-to-stop service within virtual zones and existing Line 4 bus stops. By utilizing a fully comingled service, GTrans is able to support both general and Paratransit riders with one fleet and technology. GTrans intends to work with the successful proposer to devise the optimal solution.			
2.1	Proposers shall utilize the following data to suggest a plan of action of how GTrans can successfully plan and operate Microtransit in the most efficient and cost-effective way, with the current service as a base of the system. Service scenarios must include the same jurisdictional areas, but can provide alternative number of vehicles, service hours, revenue hours, cost, eligibility and other Requirements. Service models must show cost savings, as GTrans is interested in implementing an operational and cost-efficient service model. Proposer and GTrans shall coordinate to refine and approve the service model, including specific stops, schedules, service coverage areas and fare structure.			
2.1.3	Other Information for Service Scenario/Models	N/A	N/A	N/A
2.1.3.1	A. Vehicles GTrans will provide up to 4 vehicles: Two (2) 12-passenger cutaway vehicles and two (2) 4-passenger minivans to service Microtransit zones. These vehicles will be used concurrently with GTrans' paratransit service. Depending on ridership, more vehicles may be available for use. All vehicles, drivers, fuel, insurance and maintenance required for operation will be provided by the Agency.			
2.1.3.2	B. Proposed Service Hours The proposed service hours can be changed at the discretion of the Agency based on the service models and needs of Microtransit services. GTrans is interested in exploring the benefits of extended service hours. Should Proposers have different service hour suggestion based on their previous experience with other agencies, then those can be included in the Proposal for GTrans' review and approval. Days of ServiceHours of Service Monday through Friday5:00 AM – 7:00 PM Saturday8:00 AM – 5:00 PM Sunday8:00 AM – 5:00 PM			

Compliance Matrix			
Requirement	Conformance	Proposal Section	ALTERNATIVE
Requirements Background - GTrans (“Agency”) is seeking a technology platform (“Platform”) that can facilitate fully automated demand-responsive scheduling, dispatch and fleet management for a fleet up to 6 GTrans -provided vehicles operating in a zone of approximately 6 square miles. Proposers shall also design and document processes and functionalities as they are to be implemented within the software component of the project. Proposers shall also produce an analysis of key features of the software/technology platform and recommend software/technology platform that supports demand-responsive operations. Features shall include but not limited to the following.			
1. General Specifications	N/A	N/A	N/A
a. The platform shall be customizable for the comingling of multiple service models and passenger categories, including Microtransit (on-demand) and paratransit.	Fully Compliant		
b. Software shall follow the Title VI of the Civil Rights Act of 1964 and the current GTrans Title VI program.	Fully Compliant		
c. The platform shall offer scalability of service, with the ability to modify existing zones and create new zones. These functions must be available to the Agency to perform on its own within the platform.	Complies with Modifications		RideCo offers the ability to modify and customize the service, including zone creation and management through our whiteglove service. Alongside your dedicated project team, these any many other service modifications can be made.
d. The platform shall allow the Agency to customize branding elements of the passenger mobile application.	Fully Compliant		
e. Platform shall be cloud-hosted solution. Full backup process shall take place during off-operation hours to minimize impact on the online operation. Should a Proposer propose a different type of solution, they must indicate it in their proposal.	Fully Compliant		
f. Access to source code and API layout must be provided to the City should Proposer’s business is no longer in operation or closes.	Fully Compliant		
g. Platform shall have mechanism for bulk data transfer to/from revenue and non-revenue miles, including the method(s) of preventing unauthorized access to the Microtransit system LAN and GTrans’ LAN/WAN, if applicable. Include security measures proposed for the bulk data transfer interface.	Complies with Modifications		We do not require access to the agency's WAN, LAN or WLAN. Bulk data exports are achieved through the use of an Export API. RideCo provides licensees with documentation for using our export APIs, as well as performance dashboards such as Tableau where the licensee can pull down relevant data. Security measures in place include ensuring data is encrypted in transit and at rest and is made available only to identified required parties via role based access control.
h. Proposers shall identify and recommend commercially reasonable data security measures with respect to passenger personal information, including the use of multi-factor authentication and distinct access keys. The measures shall comply with applicable federal and state laws and regulations and the City’s policies and procedures.	Fully Compliant		
i. Proposers shall identify and recommend software improvements and customizations to ensure successful usage of technology platform for the project implementation. The software platform should be flexible enough to accommodate GTrans’ service and operational requirements, such as schedule points, spontaneous boardings and GTrans’ operational rules.	Fully Compliant		
j. The platform shall be user-friendly and shall apply user experience (UX) and user interface (UI) principles.	Fully Compliant		
k. Customizations for riders with limited use of smartphone technology.	Fully Compliant		
l. Customizations for riders with advanced use of smartphone technology.	Fully Compliant		
m. Application Programing Interface (API) enabled to connect with TAP system (card program that allows users to ride seamlessly across Los Angeles County), TAP app, and Google maps, including Google Street View.	Complies with Modifications		RideCo has a proven integration with the TAP system through visual validation and driver fare logging. An investigation is currently underway for an enhanced API integration within the TAP system as part of our partnership with LA Metro.
n. Platform shall have GIS data import feature, vehicle location reporting using GPS location data, and AVL map display.	Fully Compliant		

Compliance Matrix			
Requirement	Conformance	Proposal Section	ALTERNATIVE
o. Listing of service in trip-planning aggregators.	Fully Compliant		
p. ADA compliant features and enhancements for the mobile app and browser.	Fully Compliant		
q. Operator-facing application available for download in the Apple and Android stores.	Complies with Modifications		Operator-facing application available for download in the Android store.
r. Passenger-facing application available for download in the Apple and Android stores.	Fully Compliant		
s. Routing and dispatch of vehicles in the form of a mobile application.	Fully Compliant		
t. Remote real-time monitoring and analytics for service operations.	Fully Compliant		
u. Survey mechanisms for passengers to complete at the end of each trip.	Fully Compliant		
v. Any payment received through third-party payment processors (e.g., credit card, mobile application) shall be passed through directly to the Agency in a separate invoice.	Fully Compliant		
w. At the discretion of the Agency, the software shall allow the Agency to restrict the number of rides a passenger may take within a day, week or month.	Complies with Modifications		RideCo offers the ability to limit passengers with a history of frequent cancellations and no-shows. This limitation is configurable based on agency requirements and can limit the number of pre-booked rides, how far in advance rides can be booked, and what threshold of no-shows and late cancellations needs to be met for the limitations to apply.
Passanger Management- Platfrom Shall:	N/A	N/A	N/A
a. Allow manual entry of passenger information by Agency staff. When entering the data, system shall alert user if there is an existing passenger account entry.	Fully Compliant		
b. Allow Agency to create accounts on behalf of passengers.	Fully Compliant		
c. Allow certification date and expiration date (as applicable) defining when passenger is authorized to begin receiving paratransit service.	Fully Compliant		
d. Automate passenger eligibility status correspondences by sending emails or other appropriate functions regarding passenger assessments, appeals, eligibility, denial, or approval.	Fully Compliant		
Passenger Interface - The Passenger Application Shall:	N/A	N/A	N/A
a. Be available for free download from the Google Play Store and Apple App Stores. The application shall be compatible for Android and Apple devices and be compatible with the Android and iOS systems.	Fully Compliant		
b. Allow passengers to create and modify their account and store personal and payment information free of Agency intervention.	Fully Compliant		
c. Provide an “opt-in” feature that will allow GTrans to use their email addresses to communicate related information.	Complies with Modifications		During the registration process, users are required to agree to application terms and conditions and a privacy policy, which includes agreeing to email communications regarding service updates. Users have the ability to opt-out of push notifications on their mobile device regarding the service, as well as IVR-based communications regarding their upcoming rides.
d. Allow the detection of passenger’s current location upon log-in.	Fully Compliant		
e. Prevent passengers from booking trips that do not meet pre-determined service criteria, including trips booked outside of a service area or span of service, or trips that do not meet minimum distance requirements.	Fully Compliant		

Compliance Matrix			
Requirement	Conformance	Proposal Section	ALTERNATIVE
f. Display geographical boundaries of where service may take passengers based on their eligibility. For example, Paratransit passengers will have a map displayed of the paratransit zones, and On-Demand passengers will see a map displaying destinations within the City's boundaries.	Fully Compliant		
g. Give passengers the option to pick-up and drop-off by either entering a street address into the search bar, searching for a Point of Interest, directly selecting locations displayed on the map, or selecting based on the user's current location.	Fully Compliant		
h. Prior to pick-up, display a map showing the current location of the requested vehicle, estimated time of arrival for pick-up, and descriptive information about the vehicle such as fleet number, make, or model. While a trip is in progress, the application shall display estimated time of arrival to the destination and current vehicle location.	Fully Compliant		
i. If enabled by the passenger, the application shall send notifications to the passenger's mobile device as the on-demand vehicle approaches the pick-up location.	Complies with Modifications		Passengers can receive IVR, SMS, and in-app notifications regarding their ride status. Passengers can opt-out of push notifications and IVR callouts, and the opt-out feature for SMS notifications currently in design.
j. Allow messaging between driver and passenger within the app. Include proposed approach for handling, storing, securing and forwarding messages and any capacity limitations of the proposed design.	Complies with Modifications		Passengers are able to provide pickup details to the driver during booking and up until their pickup. Passengers and drivers are able to call eachother through an anonymized service if they require assistance locating the vehicle/pickup location.
k. Allow passengers to book advanced reservations by desired arrival or departure times within two hours of desired reservation time.	Fully Compliant		
l. Allow passengers to reserve multiple seats or seat types (regular or wheelchair), reserve trips up to 5 days in advance and reserve multiple trips at once (same trip for multiple days in a span of one week).	Fully Compliant		
m. Have a comment section for passengers to leave comments, notes and improvements. Passengers have the discretion to leave a comment/note.	Fully Compliant		
n. Have the ability to hold credit card information, tokens/rides, cash and tickets in a secure manner.	Fully Compliant		
o. Have a rating system for passegers to rate rides (e.g., 1 to 5 stars) and option to leave comments to explain their rating.	Fully Compliant		
p. Have a section for customer support, such as legal terms and conditions, Frequently Asked Questions (FAQs), and in-app requests and support via email and phone.	Fully Compliant		
Dispatching/Dashboard Interface - The Dispatching/Dashboard Interface On The Platform Shall:	N/A	N/A	N/A
a. Have a map-based user interface and shall display real-time vehicle location, vehicle load, schedule adherence, driver status, and vehicle status. Agency will provide tablets for display in individual vehicles.	Fully Compliant		
b. Allow for communication between the dispatcher and vehicle operator, with predetermined question and response options. The platform shall also allow the dispatcher to send custom messages to vehicle operators.	Complies with Modifications		RideCo offers a VoIP radio solution for driver and dispatch communications. This solution allows for voice-based communications as well as text-based. All communications are saved and can be reviewed by dispatchers as needed.
c. Provide replay controls to view the entire sequence of reported locations for a given time frame.	Fully Compliant		
d. Include a searchable historical event log database. The database shall be searchable by driver, date, passenger, address, and any other key factors. The database shall be exportable to an interactive format such as Microsoft Excel and CSV at any time.	Fully Compliant		
e. Allow advanced booking functionality, including reserving multiple seats and seat types, reserve trips up to 5 days in advance, and reserve multiple trips at once.	Fully Compliant		
f. Have dashboard for analysis of service operations available to GTrans, including on-time performance, daily and weekly scheduled trips and recommended reports of service operations.	Fully Compliant		
g. Have the ability to enter client eligibilities, categories, disabilities and equipment required. Have the ability to create profiles that will distinguish paratransit customers from on-demand customers.	Fully Compliant		

Compliance Matrix			
Requirement	Conformance	Proposal Section	ALTERNATIVE
h. Produce paper manifests should system ever become unavailable. Dispatch could save manifests or files the night before to a file location if necessary.	Complies with Modifications		RideCo's system offers 99.99% uptime, and in the unlikely event that the system becomes unavailable offers a recovery mode leveraging cached data in the driver tablets to continue service. Upcoming ride data is available to drivers to continue servicing rides should they loose connection to the RideCo system.
i. Assign different user-level permissions and rights based on operator, seniority and/or role.	Fully Compliant		
j. Have the ability to identify idle time and flag vehicles that may be idling after a certain number of minutes, as determined by GTrans. Platform should allow the idle time threshold to be changed by GTrans at any time.	Complies with Modifications		Driver behaviours, including excessive idling, is collected and reported on in a daily driver scorecard. These behaviours are linked to passenger impact, and compared to agency-set benchmarks. This report can be used as a disciplinary tool at the agency's discretion.
Vehicle Operator Interface - The Vehicle Operator Interface Application And Platform Shall:	N/A	N/A	N/A
a. Be available for installation and be compatible with Apple or Android devices, preferably Apple products.	Complies with Modifications		Available for installation and compatible with Android devices.
b. Display turn-by-turn directions with street names and mileage until next movement while the operator is in-route to a passenger pick-up and/or while a trip is in progress. The application shall also include audible capabilities for drivers to utilize.	Fully Compliant		
c. Provide dynamic routing capabilities to adjust vehicle allocation efficiently. If the platform adds a passenger pick-up mid-trip, then the directions will automatically update with minimal input from the operator.	Fully Compliant		
d. Display a map showing the current location of the vehicle alongside routing directions to the next pick-up or drop-off location.	Fully Compliant		
e. Have the ability to mark driver times such as sign-on and sign-off, standby and break times.	Fully Compliant		
f. Have open API policy and where possible, integrate with external software platforms.	Complies with Modifications		Operators are required to use rideco's system when operating vehicles. Accommodations can be made in the event of trip and manifest brokering. Open APIs are available for passenger booking through the RideCo Connect platform.
g. The API provided by the operations software should include appropriately secured endpoints for:			
· Obtaining information about available services, such as configurations and zones.	Fully Compliant		
· Obtaining current vehicle location and status.	Fully Compliant		
· Obtaining information about upcoming, in progress and past trips (including service, passenger information, origin, destination, vehicle assignment and estimated/actual pick-up and drop-off time).	Fully Compliant		
· Ability to add/cancel trips manually and ability to keep a log to track such actions.	Complies with Modifications		Passenger trips can be added and cancelled through the booking application by signing in on behalf of a passenger.
· Ability for dispatcher to override booking algorithms and assign trips to specific vehicles as needed.	Fully Compliant		
· Ability to notify the driver whether a passenger's fare has already been paid, and allow drivers to record fare payments on vehicle via cash or an integrated fare app.	Fully Compliant		
· Ability to mark a pick-up as a no-show and have the system move onto the next scheduled pick-up.	Fully Compliant		
h. Able to replay the vehicle's trip assignment, routing and drop-off locations for a minimum of 30 days.	Fully Compliant		
Reporting - Metrics	N/A	N/A	N/A

Compliance Matrix			
Requirement	Conformance	Proposal Section	ALTERNATIVE
a. Proposer shall provide a list of all reports available. Proposer shall also recommend and provide standard metrics for evaluating the performance of the project. GTrans requires that Proposer also have reporting metrics, such as Key Performance Indicators (KPI) and common industry metrics by vehicle, day, month and route, as well as revenue and non-revenue services. GTrans shall be able to automatically export all reporting data to Adobe PDF, Microsoft Excel and/or CSV file at any time during the duration of the contract.	Fully Compliant		
b. Software shall have the ability to report all performance measures required by the National Transit Database (NTD) forms S-10, MR-20 and FFA-10.	Fully Compliant		
c. Software shall have the ability to generate a separate report for all data collected by each service scenarios/models listed under “Service Scenarios/Models”, i.e., paratransit data and general on-demand data, reportable to the Federal Transit Agency (FTA) and NTD.	Fully Compliant		
d. Proposer shall also be able to create custom reports as requested by the Agency. Proposer and Agency shall agree to the format of reporting deliverables provided.	Fully Compliant		
e. Proposer shall provide reports of activities, key performance indicators, operational findings, viability of long-term service, recommendations, and other items every quarter (3-month periods) and annually (12-months) from the “go-live” date. The annual report should be final report summarizing the previous 12-month period.	Fully Compliant		
f. GTrans requires Proposer’s software to include but not limited to, below reports:			
- Ridership (both paratransit and on-demand)	Fully Compliant		
- Travel Times (both paratransit and on-demand)	Fully Compliant		
- Average Customer Wait Time (both paratransit and on-demand)	Fully Compliant		
- Counts of Unlinked Trips at Selected Locations (both paratransit and on-demand)	Fully Compliant		
- Percentage of Trips Accommodated (both paratransit and on-demand)	Fully Compliant		
- Total # of Daily Trips (both paratransit and on-demand)	Fully Compliant		
- Number of "No-Shows" (both paratransit and on-demand)	Fully Compliant		
- Vehicle Revenue Miles (both paratransit and on-demand)	Fully Compliant		
- Vehicle Revenue Hours (both paratransit and on-demand)	Fully Compliant		
- Passenger Miles (both paratransit and on-demand)	Fully Compliant		
- Deadhead Hours (both paratransit and on-demand)	Fully Compliant		
- Deadhead Miles (both paratransit and on-demand)	Fully Compliant		
- On-Time Performance (both paratransit and on-demand)	Fully Compliant		
- Passenger Per Hour (both paratransit and on-demand)	Fully Compliant		
- Passenger Per Trip (both paratransit and on-demand)	Fully Compliant		
- Farebox Recovery (On-Demand Only)	Fully Compliant		
- ADA Trips (both paratransit and on-demand)	Fully Compliant		
- Rider Categories (Paratransit Only)	Fully Compliant		
- Trip Info: % of Trips Shared, Exclusive, Etc. (both paratransit and on-demand)	Fully Compliant		
- Destination (both paratransit and on-demand)	Fully Compliant		
- Customer Rating (both paratransit and on-demand)	Fully Compliant		
Marketing	N/A	N/A	N/A
Proposer shall collaborate with GTrans on contents needed for GTrans to develop marketing materials and other promotional elements. GTrans will be responsible for procuring materials, marketing, outreach and advertising, and Proposer will be responsible for producing content, such as but not limited to: downloading the application, signing up for service, scheduling trips, Frequently Asked Questions, website links and helpful tools for GTrans to add to its website, diagrams on how to effectively use Microtransit, safety and security tips for GTrans operators and passengers, etc. GTrans will continue to develop a partnership, awareness and service ridership with marketing materials throughout the service period.	Fully Compliant		

Compliance Matrix			
Requirement	Conformance	Proposal Section	ALTERNATIVE
Proposer shall also work with GTrans to provide content for and actively participate in various marketing sessions, such as community workshops, general rider information sessions, public hearings for community members and potential passengers/customers, and more. . GTrans anticipates about 6 sessions for in-person marketing and outreach, with 2 to 3 hours per session. GTrans will provide prior notification of date and location to awarded Proposer for scheduling purposes. GTrans anticipates this to be applied to only the base year of the contract.	Fully Compliant		

Compliance Matrix			
Requirement	Conformance	Proposal Section	ALTERNATIVE
Work Plan Summary - Base Year			
Task 1 : Timeline	Fully Compliant		
Proposer shall develop a work plan for submission to GTrans' project management team. This plan shall include the schedule for submitting all draft and final documents and any other deliverables. This workplan shall contain the following elements but not limited to:	Fully Compliant		
a. Dates of milestones provided by Proposer and approved by GTrans.	Fully Compliant		
b. Work requirements separated into activities and phases.	Fully Compliant		
c. Plan outlining all tasks necessary to prepare GTrans for software installation.	Fully Compliant		
d. Feasibility study including budgets and timelines that will determine parameters for service.	Fully Compliant		
Task 2: Software Solution Design	Fully Compliant		
Using the final agreed service model and description of work above as a basis, Proposer shall design and document processes and functionalities as they are to be implemented within the software solution of this project. Proposer shall document modules, platforms, application and services that will be implemented to meet GTrans' needs, desired service model, and work rules.	Fully Compliant		
Task 3: Progress Reports Progress reports should be documented and provided to GTrans. <u>Progress reports shall include but not limited to:</u>	Fully Compliant		
A. Bi-Weekly Status Reports	Fully Compliant		
i. Completed Tasks	Fully Compliant		
ii. Expected Deliverables within 2-week period	Fully Compliant		
iii. Status of Deliverables within 2-week period	Fully Compliant		
B. Monthly Project Status Reports	Fully Compliant		
i. Project Status	Fully Compliant		
ii. Updated Project Schedule	Fully Compliant		
iii. Status of Deliverables	Fully Compliant		
iv. Expected Deliverables	Fully Compliant		
v. Red-Flag Issues	Fully Compliant		
C. Performance Measurement Plan	Fully Compliant		
i. KPIs	Fully Compliant		
D. Data Collection	Fully Compliant		
E. Roll-Out Procedures	Fully Compliant		
F. Post-Go-Live Procedures	Fully Compliant		
G. Problem Resolution Procedures	Fully Compliant		
Task 4: Installation	Fully Compliant		
Proposer shall develop an installation plan that will be approved by GTrans' project management team. The installation plan will detail all of the necessary tasks and the schedule to complete the installation of software and hardware as well as all tasks included in the Software Solution Design (Task 2) document including:	Fully Compliant		
A. A plan outlining all tasks necessary to prepare for software installation.	Fully Compliant		
B. GTrans staff and resources required during the installation, testing and acceptance activities.	Fully Compliant		
C. Personnel from the Proposer's team and resources assigned to the data-related tasks, installation, testing and acceptance activities.	Fully Compliant		
D. System implementation and installation: Proposer shall undergo a series of pre-production environments and function, system, and end-user testing prior to the final installation in the production environment. All software upgrades or changes required by Proposer shall be made in the GTrans test environment before they are approved by GTrans staff and implemented in the production environment.	Fully Compliant		
Task 4-A: Preliminary Design Review Preliminary design document shall include the following materials:	Fully Compliant		

Compliance Matrix			
Requirement	Conformance	Proposal Section	ALTERNATIVE
a. A conceptual diagram illustrating all elements in the proposed system and data flows between those elements.	Fully Compliant		
b. A detailed system network diagram identifying all network intersections and connectivity.	Fully Compliant		
c. An overview of the equipment, system, and configuration proposed for implementation.	Fully Compliant		
d. Detailed technical documentation for each equipment item.	Fully Compliant		
e. Details on servers, workstation, and network infrastructure.	Fully Compliant		
f. Detailed technical documentation on all software, including functions of each module.	Fully Compliant		
g. Details on the formatting of all user interface screens.	Fully Compliant		
h. Format of all reports.	Fully Compliant		
Task 4-B: Final Design Review GTrans shall conduct the final design review after the final design has been submitted to GTrans. Proposer and GTrans will determine an appropriate timeline once final design has been submitted. The final design document shall include the following materials:	Fully Compliant		
a. Updated Preliminary Design incorporating GTrans' feedback and comments.	Fully Compliant		
b. Final list of equipment needed for the success of implementation.	Fully Compliant		
c. Final design and configurations of the system to be installed including all customizations to be made to the system.	Fully Compliant		
Proposer shall review the final design data dashboard with GTrans staff on a weekly basis during the first month of revenue service operations and a monthly basis thereafter, during the project term. GTrans has the discretion to make changes, with Proposer revising the dashboard based on feedback, without any additional fees.	Fully Compliant		
Task 4-C: Software and Hardware Installation – General Requirements	Fully Compliant		
a. Proposer shall provide a list of tablet and hardware recommendations to the Agency. Recommendations must include Apple and Windows devices as it is preferred by the Agency.	Fully Compliant		
b. Proposer must guarantee that older versions (4-5 previous versions) of any recommended tablets and hardware will work with the proposer's latest software.	Fully Compliant		
c. Proposer shall provide a document showing the overall system architecture. Document must show how their software will connect to (if any) networks (ex: vehicles, other networks, passenger interface). Diagram preferred.	Fully Compliant		
d. Proposer shall adhere to the City's general IT requirements for software and hardware installation. Requirements will be distributed during pre-installation.	Fully Compliant		
e. Proposer shall install and configure the entire system, including any computer hardware supplied by GTrans as well as integration with existing vehicles and GTrans' hardware and facilities. For vehicle installations, installation locations must be pre-approved by GTrans.	Fully Compliant		
f. Proposer shall provide all necessary personnel, tools, test equipment, transportation, hardware and supplies as required for complete installation.	Fully Compliant		
g. Proposer shall be responsible for its own and its sub-Proposers' performance and safety.	Fully Compliant		
h. Installation shall be performed in accordance with all Federal, State and local laws and regulations, including prevailing wage.	Fully Compliant		
i. Proposer shall supply all cabling necessary to operate system components.	Fully Compliant		
j. Existing GTrans infrastructure, affected by, or to be integrated into the new system (i.e., LAN/WAN networks) shall not be reduced at any time during system implementation.	Fully Compliant		
k. Proposer shall be authorized to undertake installations only after GTrans approval of a pre-installation inspection for each installation site.	Fully Compliant		

Compliance Matrix			
Requirement	Conformance	Proposal Section	ALTERNATIVE
l. Proposer shall document and notify GTrans of any existing infrastructure that may be affected by the new installation.	Fully Compliant		
m. Upon completion, Proposer shall be responsible for restoring the condition of any affected existing infrastructure to their pre-installation condition.	Fully Compliant		
n. Proposer shall be responsible for the security of their equipment prior and during the installation. GTrans will be responsible for equipment after the final installation.	Fully Compliant		
o. Proposer shall provide an step-by-step installation training manual for any software and hardware components of this project.	Fully Compliant		
Task 4-D: Acceptance Testing	Fully Compliant		
a. Testing Procedures	Fully Compliant		
i. Proposer shall submit an Acceptance Test Procedures (ATP) document for GTrans' approval prior to undertaking any testing. ATP will indicate specific tests to be completed as well as the date and time.	Fully Compliant		
ii. ATP shall be submitted to GTrans prior to any testing. GTrans shall approve all ATPs prior to the start of any test procedure.	Fully Compliant		
iii. Proposer shall be required to reschedule testing if GTrans representatives cannot be present or other circumstances prevent testing from taking place.	Fully Compliant		
iv. ATP shall clearly address:	Fully Compliant		
· How each specification requirement will be validated, including the method for performing the test.	Fully Compliant		
· Results that constitute success for each test.	Fully Compliant		
· Responsibilities for both Proposer and GTrans during each test.	Fully Compliant		
· A cross-reference to which contract requirements are being addressed by each test procedure.	Fully Compliant		
· Test stage at which each contract requirement will be demonstrated.	Fully Compliant		
· Incorporation of following testing stages for the proposed system: installation acceptance test, user acceptance test, and burn-in testing.	Fully Compliant		
v. GTrans may authorize Proposer to proceed to the next testing stage with certain deficiencies not yet resolved. To do so, GTrans shall sign to approve of an action plan provided by Proposer to resolve all outstanding issues from the previous test stage.	Fully Compliant		
vi. Proposers must provide their standard process of tracking and resolving issues. Proposers must also acknowledge that it is their general responsibility to resolve all issues before the completion of all acceptance tests.	Fully Compliant		
b. Installation Acceptance Test	Fully Compliant		
Installation Acceptance Test (IAT) shall be conducted to demonstrate the system functionalities through a test database. Any custom data integration procedures must be documented, reviewed and approved by GTrans' technical staff prior to moving to the next stage. Any deficiencies identified during the IAT shall be resolved before the start of User Acceptance Testing.	Fully Compliant		
c. User Acceptance Testing	Fully Compliant		
User Acceptance Testing (UAT) shall be conducted on the system using the live Agency database to demonstrate system functionalities in real-world operation. UAT shall be witnessed in-person by both the deploying Proposer and the Agency representatives. GTrans staff shall be fully trained in the system prior to UAT. Any deficiencies identified through the UAT shall be corrected before initiation of the Burn-in Test. Once UAT has been accepted, the system shall be approved to "Go Live."	Fully Compliant		
d. Burn-In Test	Fully Compliant		

Compliance Matrix			
Requirement	Conformance	Proposal Section	ALTERNATIVE
Burn-In Test will be performed at a modular level over a 30-day period after completion of the UAT. Deficiencies will be corrected before GTrans authorizes final approval. During the Burn-In Test, GTrans staff will record a punch list of identified issues that will be reported to the Proposer. GTrans will perform data and report audits during the Burn-In Test to determine compliance and accuracy with the new system. These issues will be included in the punch list and will be reported to Proposer for resolution. Proposer will resolve all issues on the punch list before acceptance will be granted by GTrans.	Fully Compliant		
e. Acceptance Criteria	Fully Compliant		
Proposer shall provide written test results documentation after completion of each testing phase. The test results document will authenticate the results of each ATP procedure and an updated list will be provided by Proposer indicating which contract requirements have been established.	Fully Compliant		
The requirements list shall be used as a punch list to track which contract requirements have not yet been established at each stage of testing.	Fully Compliant		
System Acceptance will not be granted until all contract requirements have been formally demonstrated through the Burn-In Test. The test results document shall be approved by GTrans before System Acceptance will be granted.	Fully Compliant		
f. Documentation	Fully Compliant		
Proposer shall provide an As-Built Document (ABD) to GTrans for approval. Once approved, the ABD shall be provided both electronically and as hard copies to GTrans. ABD shall include:	Fully Compliant		
i. All reference and user manuals for system components, including those components supplied by 3rd party vendors.	Fully Compliant		
ii. All warranty documentation, including component supplies by 3rd party vendors.	Fully Compliant		
iii. The version number of all software and license counts, including those supplied by 3rd party vendors.	Fully Compliant		
iv. A user manual for the system components and other relevant applications.	Fully Compliant		
v. A systems manual documenting the following:	Fully Compliant		
- The configuration and topology of the central systems hardware and software.	Fully Compliant		
- Central systems software operations and functions.	Fully Compliant		
- Scheduled maintenance required for the central systems.	Fully Compliant		
- Complete item number listing of all hardware.	Fully Compliant		
- Database structure and data dictionary.	Fully Compliant		
Task 5: Project Management and Account Management	Fully Compliant		
Project management will be a continuous and key responsibility of the Proposer. Proposer's Project Manager assigned to the project shall have the authority to make commitments and decisions that are binding on the Proposer and any sub-Proposers. GTrans will designate a project manager to coordinate all of GTrans' project activities. All communication between GTrans and Proposer shall be coordinated through their respective Project Managers. In the are of project management, the Proposer shall:	Fully Compliant		
A. Maintain and update the work plan as approved by GTrans' Project Manager.	Fully Compliant		
B. Coordinate project resources and work so that milestones are met in an efficient manner. Tasks will be laid out so as to minimize implementation time and cost while taking into consideration resource and time constraints such as GTrans' staff availability. Proposer and GTrans' Project Managers will ensure that individuals performing tasks have appropriate skill levels and credentials.	Fully Compliant		
C. Coordinate sub-Proposer's activities, if any. Proposer's Project Manager will ensure that individuals performing tasks have appropriate skills levels and credentials.	Fully Compliant		

Compliance Matrix			
Requirement	Conformance	Proposal Section	ALTERNATIVE
D. Coordinate all required deliverables, including installation and configuration of software and hardware, documentation and training, as required by the contract.	Fully Compliant		
After the implementation of Microtransit, Proposers shall appoint an Account Manager who will provide the same coordination and management work throughout the duration of Microtransit Project service. Account Manager can be the same staff as Project Manager, or Proposer may designate different personnel. Should Account Manager or anyone in the support team change, the Proposer must notify GTrans.	Fully Compliant		
Task 6: Technical Support	Fully Compliant		
Proposer shall provide ongoing technical support for the duration of the project. Proposer should indicate the level of technical support and ongoing monitoring that will be provided in order to ensure the system is functioning properly. Software upgrades should be provided without additional charge as soon as they are available. During the cutover process for a new set of data, Proposer shall minimize the impact to all online operations and take actions to not create any downtime in the system (e.g., implementing updates and maintenance on off-operational hours). Technical support could include but is not limited to:	Fully Compliant		
A. Application and User Support	Fully Compliant		
• Phone and email responses to software failures or questions within 24 hours.	Fully Compliant		
• Assistance with questions related to use of approved software configuration and software version.	Fully Compliant		
• Availability of experts to confer on software new release installation and fixes to newly identified bugs.	Fully Compliant		
• Software upgrades.	Fully Compliant		
• System maintenance	Fully Compliant		
B. Hardware Support	Not Applicable - RideCo will not be supplying hardware		
• Troubleshooting hardware or network failure.	Not Applicable - RideCo will not be supplying hardware		
• Availability of hardware experts to support City's network engineers charged with maintenance, upgrade or replacement tasks.	Not Applicable - RideCo will not be supplying hardware		
• Assistance with technical recommendations focused on improving system performance.	Not Applicable - RideCo will not be supplying hardware		
Technical support escalation process shall follow the procedure mutually agreed by both parties.	Fully Compliant		
Task 7: System and User Training	Fully Compliant		
Proposer shall provide software training and manuals for GTrans staff as needed to implement the project. This shall include a list, description and step-by-step written instructions for users on how to use the system, guide customers to use the application/website, to generate canned reports from the system, etc. Proposer shall work with GTrans to determine the most effective method of training on the software as well as the most cost-effective method for training requisite users. Training may be conducted in-person at GTrans' facility and/or remotely, at GTrans' discretion. Proposer must be available at minimum 120 hours to attend such training courses, and Proposers shall provide a breakdown of training hours and cost in Proposer's cost proposal form. Training should include the following:	Fully Compliant		
A. Software/Technology Training:	Fully Compliant		

Compliance Matrix			
Requirement	Conformance	Proposal Section	ALTERNATIVE
Proposers shall identify and produce training materials, along with a training plan, required for preparing GTrans staff, employees, and key personnel to utilize the equipment and features of the technology platform. The training plan shall also include time to test the system on the road prior to launch. Training materials shall be provided electronically and as hard copies to GTrans. Proposers shall provide in-house training documents along with training plans and materials but not limited to:	Fully Compliant		
- Vehicle Equipment Familiarization	Fully Compliant		
- Passenger Service	Fully Compliant		
- Dispatch/Scheduling	Fully Compliant		
- Trip Analytics	Fully Compliant		
B. Driver Training	Fully Compliant		
Develop and conduct driver training with key GTrans personnel that includes, at a minimum, training on:	Fully Compliant		
- Passenger Service	Fully Compliant		
- Driver Safety	Fully Compliant		
- Maintenance	Fully Compliant		
- Safety Procedures	Fully Compliant		
C. Customer/Passenger Training	Fully Compliant		
GTrans will hold public, in-person training sessions for customers and residents. Proposer shall be available at the dates and times set by GTrans, and GTrans will give Proposer proper notice of dates and times. Training for the public shall include, but are not limited to:	Fully Compliant		
- Signing up for Service	Fully Compliant		
- How to Ride/General Rider FAQs	Fully Compliant		
- Details of Service – Information Session: Locations and Boundaries, Hours of Service, Fare, Accessibility, etc.	Fully Compliant		

Compliance Matrix				
Section	Requirement	Conformance	Proposal Section	ALTERNATIVE
5.0	Work Plan Summary – Option Years			
5.1	Option Year Task 1: Account Management Proposer's Account Manager shall continue to provide the same coordination work through all the option years as they are exercised each year.			
5.1.1	Account Manager shall have the same authority to make commitments and decisions that are binding to the Proposer and any sub-Proposer. Account Manager will continue to be the point of contact for GTrans staff for any issues regarding Microtransit software. Should Account Manager change, Proposer shall notify GTrans of replacing Account Manager.	Fully compliant		
5.2.0	Option Year Task 2: Maintenance and Technical Support Proposer shall continue to provide technical and maintenance support to GTrans as indicated in Base Year Task 6.			
5.2.1	Proposer shall respond to GTrans within 24 hours of receiving notification. GTrans may notify the Proposer via email, text, work order ticket, and/or any other method of communication as mutually agreed by both parties. Maintenance and technical support shall be provided in-person and/or remote, as needed. After the issue has been resolved, Proposer shall submit a report including identification of the issue and resolution procedure. Technical support escalation process shall follow the procedure mutually agreed by both parties.	Fully compliant		
5.3.0	Option Year Task 3: Training Proposer shall be available to provide software training, including training for new GTrans staff, new customers, and refresher training for existing staff.			
5.3.1	Upon GTrans' request, Proposer shall provide updates to the training manual based on the new changes implemented in the software, as completed in Option Year Task 3, "Software Changes and Improvements." Training and manual requirements shall comply with the details listed under Base Year Task 7, "System and User Training." For each option year, Proposer shall be available to provide a minimum of 20 training hours, but the usage of training hours shall be GTrans' discretion.	Fully compliant		Additional training to be provided remotely. If GTrans requires the training to be performed onsite, additional fees to cover travel expenses may be incurred.

Exhibit C

RideCo Best and Final Offer



Microtransit Software BAFO Request – RideCo Response



City of Gardena
13999 S. Western Avenue
Gardena, CA
90249

[Reference: City of Gardena \(GTrans\) Request for Proposals for Microtransit Software RFP No. 2022-04](#)

RideCo U.S. Inc. (RideCo) is pleased to respond to the City of Gardena (GTrans) BAFO Request sent 5/30/23.

Sincerely,



Cody Cornwell
Regional Director
Email: cody.cornwell@rideco.com
Phone Number: (720) 229-7485



1. RideCo (“Proposer”) shall provide an updated cost response using the provided cost response form template. Note, the cost template can be modified as needed in order to clearly identify costs and reflect latest requirements and terms.

RideCo: Please see the updated cost template attached to this email.

2. Proposer shall include several reports outside of the provided standard reporting which were presented during the clarification meeting on May 23, 2023 as part of the base contract without additional fees. This includes but is not limited to Failed Search Report, Driver Report Card and Customer Retention Reports. Proposer shall also support GTrans staff to design new report templates when needed.

RideCo: The reports presented during the clarification meeting on 5/23/23 are included as part of RideCo’s submission without additional fees. The RideCo team will also support GTrans in building out new reports throughout the initial implementation, as needed. Following the implementation, additional reports can be custom built at a rate of \$120/hr.

3. Proposer shall provide all metrics and standard reporting in a way that separates Paratransit and On-Demand customers for the purpose of NTD reporting. Data shall also include metrics by Paratransit customer type (“Hawthorne Customer,” “L.A. County Customer,” and “Gardena Customer.”) This is to ensure that GTrans would be able to continue to track and bill its Paratransit Services to different entities appropriately. GTrans will need a reporting feature that allows staff to appropriately break down the mileage, ridership and other metrics by passenger types.

RideCo: RideCo’s software is fully capable of separating data between different customer types and groups. This allows GTrans to accurately report on different passenger types as needed.

4. Proposer shall provide description and cost of providing a customized, branded GTrans application, along with how-to videos for marketing purposes.

RideCo: RideCo is able to provide both fully custom and branded how-to videos. Pricing for this service has been included on the template cost form.

5. Proposer shall provide Spanish language option of the software as well as cost of providing this additional language, if applicable.

RideCo: Rideco is able to provide the Spanish language option at the time of deployment. The cost for this language option has been included on the template cost form.

6. Proposer’s software shall include integration practices with the TAP App, as done so with L.A. Metro’s MetroMicro service. This includes paying for fares, validation of fares, and invoicing/billing.



RideCo: RideCo provides the TAP validator and pole to LA Metro to install on the vehicles that operate the MetroMicro service. As it pertains to the MetroMicro service, the LA Metro team currently manages the validation of fares as well as invoicing and billing. RideCo understands that Gardena is a member of the TAP program and likely has in depth knowledge. RideCo is happy to participate in conversations with LA Metro and GTrans around TAP App practices and how to integrate further if required.

7. Proposer shall work with GTrans staff in developing – or notifying GTrans if the service becomes available – the specifications noted on RFP Section 4(C)(4)(b): “Allow for communication between the dispatcher and vehicle operator, with predetermined question and response options. The platform shall also allow the dispatcher to send custom messages to vehicle operators.”

RideCo: GTrans will receive access to communications functionality once RideCo completes development at no additional cost.

8. GTrans is interested in extending its call center service hours beyond its regular business hours and requests that the Proposer includes this service in the BAFO as an option. Proposer shall include description of such service, pricing, and any other information needed for GTrans to consider when executing this option. Please consider the following parameters in your BAFO response:

- a. GTrans anticipates the after-hour call center hours to be: 1) from Monday through Friday, from 5:00 PM to 9:00 PM PST, and 2) Saturdays from 7:00 AM to 9:00 PM PST. The operations hours are subject to change, and Proposer shall provide general cost as an hourly rate.*
- b. Handle overall reservations, including booking, modifying or cancelling rides, on behalf of those customers who use the call center.*
- c. Log daily calls and activities based on call types, broken down by day and hours.*
- d. Answer Frequently Asked Questions and any general policy questions based on GTrans’ policies, which will be provided.*

RideCo: The RideCo team is proposing to partner with PWT to provide call center services. The PWT call center would facilitate all the requirements as laid out above. PWT’s call center team provides professional, courteous and expedited resolutions to any user concerns or inquiries about the On-Demand service. PWT easily exceeds GTrans requirement of taking phone bookings weekdays from 5:00 pm to 9:00 pm PST and 7:00 am to 9:00 pm on Saturdays. Use of this call center provides considerable cost advantages to the end user, as the staff in this call center deal exclusively with customer calls regarding the proposed On-Demand Transit system, and are therefore extremely experienced with customer requests and the unique challenges of on-demand.

In the On-Demand call center, the CSR has an array of platforms and dashboards available to monitor live operational performance, provide passenger registration, bookings, purchase, cancelations, as well as providing general information about the On-Demand program. One of the main objectives for the On-Demand call center is to educate system users and develop user autonomy and knowledge. This maximizes user satisfaction and allows them to fully enjoy the benefits and flexibility of the On-Demand system.



The On-Demand call center also uses a dedicated ticket platform to track user concerns and solutions. This platform allows the CSRs to channel and escalate appropriately user requests, and to provide prompt feedback and resolution to all requests. This platform also provides a monitoring dashboard to ensure tickets are handled within the established benchmarks. The pricing for this service is included in the supplemental cost sheet. Regarding the pricing for the call center, we achieved the number of hours required to man the call center based on the hours the service is open, with the existing hours of service weekly, that equates to 1,768 hours annually. The per hour rate for the call center is \$40/hr for up to 4 vehicles in service at a time. Note that this cost is for English only.

Note regarding pricing: RideCo is happy to offer the pricing in the attached cost form to GTrans. We would like to make one clarification regarding the total amount in year 1 & 2. During the initial proposal response, the RideCo team mistakenly only included the fees for year 1, rather than year 1 and 2. As such, RideCo will honor the year 1 and 2 pricing that was provided to GTrans initially, but is unable to provide additional discounts on top of this.




RFP 2022-04 MICROTRANSIT SOFTWARE
BAFO COST PROPOSAL
SUMMARY SHEET
Firm Name:
RideCo

BASE YEAR (YEAR 1 AND YEAR 2)		
Subtotal for Tasks and Categories	Hours	Cost
Task 1: Timeline	0.00	\$0.00
Task 2: Software Solution Design	0.00	\$0.00
Task 3: Progress Reports	0.00	\$0.00
Task 4: Installation	12.00	\$1,440.00
Task 5: Project Management & Account Management	230.00	\$23,000.00
Task 6: Technical Support	238.00	\$23,800.00
Task 7: System and User Training	0.00	\$0.00
Software Licenses & Related Items	N/A	\$12,600.00
One-Time Purchases	N/A	\$20,000.00
Other Costs	N/A	\$25,000.00
Total	480.00	\$105,840.00

OPTION YEAR 3		
Subtotal for Tasks and Categories	Hours	Cost
Task 1: Account Management	230.00	\$23,000.00
Task 2: Maintenance and Technical Support	230.00	\$23,000.00
Task 3: Training	0.00	\$0.00
Software Licenses & Related Items	N/A	\$12,600.00
Other Costs	N/A	\$0.00
Total	460.00	\$58,600.00

OPTION YEAR 4		
Subtotal for Tasks and Categories	Hours	Cost
Task 1: Account Management	230.00	\$23,000.00
Task 2: Maintenance and Technical Support	230.00	\$23,000.00
Task 3: Training	0.00	\$0.00
Software Licenses & Related Items	N/A	\$12,600.00
Other Costs	N/A	\$0.00
Total	460.00	\$58,600.00

OPTION YEAR 5		
Subtotal for Tasks and Categories	Hours	Cost
Task 1: Account Management	230.00	\$23,000.00
Task 2: Maintenance and Technical Support	230.00	\$23,000.00
Task 3: Training	0.00	\$0.00
Software Licenses & Related Items	N/A	\$12,600.00
Other Costs	N/A	\$0.00
Total	460.00	\$58,600.00

OPTION: CALL CENTER SERVICE		
Years	Hours	Cost
Base Year (Years 1-2)	3,536.00	\$141,440.00
Option Year 3	1,768.00	\$70,720.00
Option Year 4	1,768.00	\$70,720.00
Option Year 5	1,768.00	\$70,720.00
Total	8,840.00	\$353,600.00

GRAND TOTAL	
Contract Years	Cost
Base Contract (Years 1-2)	\$105,840.00
Option Year 3	\$58,600.00
Option Year 4	\$58,600.00
Option Year 5	\$58,600.00
Subtotal	\$281,640.00
Option: Call Center Service (All 5 Years)	\$353,600.00
GRAND TOTAL	\$635,240.00

* Proposed cost shall be in strict accordance with all conditions of the RFP including addenda.

* Proposal shall be valid for at least 120 days from BAFO due date.

Lara Johnson, Senior Program Manager

PROPOSER NAME, TITLE



PROPOSER SIGNATURE

16 June, 2023

DATE


RFP 2022-04 MICROTRANSIT SOFTWARE
BAFO COST PROPOSAL
BASE CONTRACT YEAR (YEAR 1 AND YEAR 2)

Firm Name:

RideCo

TASK 1: TIMELINE		JOB TITLES							Sub Totals
Description of Tasks									
1	N/A - virtual training included in set up fee and/or licensing fee								0.00
2									0.00
3									0.00
4									0.00
5									0.00
Subtotal of Hours		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rate per Hour									Cost:
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

TASK 2: SOFTWARE SOLUTION DESIGN		JOB TITLES							Sub Totals
Description of Tasks									
1	N/A - included in set up fee and/or licensing fee								0.00
2									0.00
3									0.00
4									0.00
5									0.00
Subtotal of Hours		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rate per Hour									Cost:
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TASK 3: PROGRESS REPORTS		JOB TITLES							Sub Totals
Description of Tasks									
1	N/A - included in set up fee and/or licensing fee								0.00
2									0.00
3									0.00
4									0.00
5									0.00
Subtotal of Hours		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rate per Hour									Cost:
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TASK 4: INSTALLATION		JOB TITLES							Sub Totals
Description of Tasks									
1	Per vehicle installation only - tablet and mounting hardware not included	3.00							3.00
2	Per vehicle installation only - tablet and mounting hardware not included	3.00							3.00
3	Per vehicle installation only - tablet and mounting hardware not included	3.00							3.00
4	Per vehicle installation only - tablet and mounting hardware not included	3.00							3.00
5									0.00
Subtotal of Hours		12.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00
Rate per Hour		\$120.00							Cost:
Total		\$1,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,440.00

TASK 5: PROJECT & ACCOUNT MANAGEMENT		JOB TITLES							Sub Totals
Description of Tasks									
1	Customer Success team support.	230.00							230.00
2									0.00
3									0.00
4									0.00
5									0.00
Subtotal of Hours		230.00	0.00	0.00	0.00	0.00	0.00	0.00	230.00
Rate per Hour		\$100.00							Cost:
Total		\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,000.00

TASK 6: TECHNICAL SUPPORT		JOB TITLES							Sub Totals
Description of Tasks									
1	Ongoing technical support of the SAAS platform. Responding to Zendesk tickets.	238.00							238.00
2									0.00
3									0.00
4									0.00
5									0.00
Subtotal of Hours		238.00	0.00	0.00	0.00	0.00	0.00	0.00	238.00
Rate per Hour		\$100.00							Cost:
Total		\$23,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,800.00

TASK 7: SYSTEM AND USER TRAINING		JOB TITLES							Sub Totals
Description of Tasks									
1	N/A - included in set up fee and/or licensing fee								0.00
2									0.00
3									0.00
4									0.00
5									0.00

	Subtotal of Hours	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Rate per Hour									Cost:
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SOFTWARE LICENSE & RELATED ITEMS					
Task/Description		Description of Cost Breakdown	Unit Price	Quantity	Extended Price
1	Software License (Cost Per Revenue Mile)		0.21	60,000	\$12,600.00
2					
3					
4					
5					
6					
				Sub Total Software	\$12,600.00

ONE-TIME PURCHASES					
Task/Description		Description of Cost Breakdown	Unit Price	Quantity	Extended Price
1	Set-Up Fee		20000	1	\$20,000.00
2	Training Materials and Programs				
3	Marketing Hours & Products				
4	Maintenance/Support				
5	Customer Support				
6	Other Equipment Costs				
Sub Total Software					\$20,000.00

OTHER COSTS (Description Required)		
1	#4 - Milipitas and How-To Video - English and Spanish for each (4 videos) - ~45 seconds for Milpitas English and Spanish and ~90 seconds How-To English Spanish (One Time Charge)	\$20,000.00
2	#5 - Spanish language option for software (One Time Charge)	\$5,000.00
3		
4		
5		
Sub Total Other Costs		\$25,000.00

OPTION: Call Center Service		JOB TITLES								
Description of Tasks		Call Taker								Sub Totals
1	Trip Booking by 1 call center agent (Years 1 & 2)	3,536.00								3,536.00
2										0.00
3										0.00
4										0.00
5										0.00
Subtotal of Hours		3,536.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,536.00
Rate per Hour		\$40.00								Cost:
Total		\$141,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$141,440.00

	HOURS	COST
Sub Total for Task 1	0.00	\$0.00
Sub Total for Task 2	0.00	\$0.00
Sub Total for Task 3	0.00	\$0.00
Sub Total for Task 4	12.00	\$1,440.00
Sub Total for Task 5	230.00	\$23,000.00
Sub Total for Task 6	238.00	\$23,800.00
Sub Total for Task 7	0.00	\$0.00
TASK TOTAL	480.00	\$48,240.00
Software Licenses & Related Items		\$12,600.00
One-Time Purchases		\$20,000.00
Other Costs		\$25,000.00
BASE YEAR SUBTOTAL		\$105,840.00
OPTION: Call Center Service	3,536.00	\$141,440.00
BASE YEAR GRAND TOTAL		\$247,280.00



RFP 2022-04 MICROTRANSIT SOFTWARE
BAFO COST PROPOSAL
OPTION YEAR 3

Firm Name: **RideCo**

OPTION TASK 1: ACCOUNT MANAGEMENT		JOB TITLES								Sub Totals
	Description of Tasks									
1	Customer Success team support.	230.00								230.00
2										0.00
3										0.00
4										0.00
5										0.00
Subtotal of Hours		230.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	230.00
Rate per Hour		\$100.00								Cost:
Total		\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,000.00

OPTION TASK 2: MAINTENANCE & TECHNICAL SUPPORT		JOB TITLES								Sub Totals
	Description of Tasks									
1	Ongoing technical support of the SAAS platform. Responding to Zendesk tickets.	230.00								230.00
2										0.00
3										0.00
4										0.00
5										0.00
Subtotal of Hours		230.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	230.00
Rate per Hour		\$100.00								Cost:
Total		\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,000.00

OPTION TASK 3: TRAINING		JOB TITLES								Sub Totals
	Description of Tasks									
1	N/A - included in set up fee and/or licensing fee									0.00
2										0.00
3										0.00
4										0.00
5										0.00
Subtotal of Hours		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rate per Hour										Cost:
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SOFTWARE LICENSE & RELATED ITEMS						Unit Price	Quantity	Extended Price
Task/Description		Description of Cost Breakdown						
1	Software License (Cost Per Revenue Mile)					0.21	60,000	\$12,600.00
2								
3								
4								
5								
Sub Total Software								\$12,600.00

OTHER COSTS (Description Required)		
1		
2		
3		
4		
5		
Sub Total Other Costs		\$0.00

OPTION: Call Center Service		JOB TITLES								Sub Totals
	Description of Tasks									
1	Trip Booking by 1 call center agent	1,768.00								1,768.00
2										0.00
3										0.00
4										0.00
5										0.00
Subtotal of Hours		1,768.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,768.00
Rate per Hour		\$40.00								Cost:
Total		\$70,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,720.00

	HOURS	COST
Sub Total for Task 1	230.00	\$23,000.00
Sub Total for Task 2	230.00	\$23,000.00
Sub Total for Task 3	0.00	\$0.00
TASK TOTAL	460.00	\$46,000.00

Software Licenses & Related Items	\$12,600.00
Other Costs	\$0.00
OPTION YEAR 4 SUBTOTAL	\$58,600.00

OPTION: Call Center Service	1,768.00	\$70,720.00
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OPTION YEAR 4 GRAND TOTAL	\$129,320.00
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RFP 2022-04 MICROTRANSIT SOFTWARE
BAFO COST PROPOSAL
OPTION YEAR 4

Firm Name: **RideCo**

OPTION TASK 1: ACCOUNT MANAGEMENT		JOB TITLES								Sub Totals
	Description of Tasks									
1	Customer Success team support.	230.00								230.00
2										0.00
3										0.00
4										0.00
5										0.00
Subtotal of Hours		230.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	230.00
Rate per Hour		\$100.00								Cost:
Total		\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,000.00

OPTION TASK 2: MAINTENANCE & TECHNICAL SUPPORT		JOB TITLES								Sub Totals
	Description of Tasks									
1	Ongoing technical support of the SAAS platform. Responding to Zendesk tickets.	230.00								230.00
2										0.00
3										0.00
4										0.00
5										0.00
Subtotal of Hours		230.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	230.00
Rate per Hour		\$100.00								Cost:
Total		\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,000.00

OPTION TASK 3: TRAINING		JOB TITLES								Sub Totals
	Description of Tasks									
1	N/A - included in set up fee and/or licensing fee									0.00
2										0.00
3										0.00
4										0.00
5										0.00
Subtotal of Hours		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rate per Hour										Cost:
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SOFTWARE LICENSE & RELATED ITEMS									
Task/Description		Description of Cost Breakdown				Unit Price	Quantity	Extended Price	
1	Software License (Cost Per Revenue Mile)					0.21	60,000	\$12,600.00	
2									
3									
4									
5									
Sub Total Software								\$12,600.00	

OTHER COSTS (Description Required)									
1									
2									
3									
4									
5									
Sub Total Other Costs									\$0.00

OPTION: Call Center Service		JOB TITLES								Sub Totals
	Description of Tasks									
1	Trip Booking by 1 call center agent	1,768.00								1,768.00
2										0.00
3										0.00
4										0.00
5										0.00
Subtotal of Hours		1,768.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,768.00
Rate per Hour		\$40.00								Cost:
Total		\$70,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,720.00

	HOURS	COST
Sub Total for Task 1	230.00	\$23,000.00
Sub Total for Task 2	230.00	\$23,000.00
Sub Total for Task 3	0.00	\$0.00
TASK TOTAL	460.00	\$46,000.00

Software Licenses & Related Items	\$12,600.00
Other Costs	\$0.00
OPTION YEAR 4 SUBTOTAL	\$58,600.00

OPTION: Call Center Service	1,768.00	\$70,720.00
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OPTION YEAR 4 GRAND TOTAL	\$129,320.00
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RFP 2022-04 MICROTRANSIT SOFTWARE
BAFO COST PROPOSAL
OPTION YEAR 5

Firm Name: **RideCo**

OPTION TASK 1: ACCOUNT MANAGEMENT		JOB TITLES								Sub Totals
	Description of Tasks									
1	Customer Success team support.	230.00								230.00
2										0.00
3										0.00
4										0.00
5										0.00
Subtotal of Hours		230.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	230.00
Rate per Hour		\$100.00								Cost:
Total		\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,000.00

OPTION TASK 2: MAINTENANCE & TECHNICAL SUPPORT		JOB TITLES								Sub Totals
	Description of Tasks									
1	Ongoing technical support of the SAAS platform. Responding to Zendesk tickets.	230.00								230.00
2										0.00
3										0.00
4										0.00
5										0.00
Subtotal of Hours		230.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	230.00
Rate per Hour		\$100.00								Cost:
Total		\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,000.00

OPTION TASK 3: TRAINING		JOB TITLES								Sub Totals
	Description of Tasks									
1	N/A - included in set up fee and/or licensing fee									0.00
2										0.00
3										0.00
4										0.00
5										0.00
Subtotal of Hours		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rate per Hour										Cost:
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SOFTWARE LICENSE & RELATED ITEMS					
Task/Description		Description of Cost Breakdown	Unit Price	Quantity	Extended Price
1	Software License (Cost Per Revenue Mile)		0.21	60,000	\$12,600.00
2					
3					
4					
5					
				Sub Total Software	\$12,600.00

OTHER COSTS (Description Required)		
1		
2		
3		
4		
5		
Sub Total Other Costs		\$0.00

OPTION: Call Center Service		JOB TITLES								Sub Totals
	Description of Tasks									
1	Trip Booking by 1 call center agent	1,768.00								1,768.00
2										0.00
3										0.00
4										0.00
5										0.00
Subtotal of Hours		1,768.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,768.00
Rate per Hour		\$40.00								Cost:
Total		\$70,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,720.00

	HOURS	COST
Sub Total for Task 1	230.00	\$23,000.00
Sub Total for Task 2	230.00	\$23,000.00
Sub Total for Task 3	0.00	\$0.00
TASK TOTAL	460.00	\$46,000.00

Software Licenses & Related Items	\$12,600.00
Other Costs	\$0.00
OPTION YEAR 4 SUBTOTAL	\$58,600.00

OPTION: Call Center Service	1,768.00	\$70,720.00
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OPTION YEAR 4 GRAND TOTAL	\$129,320.00
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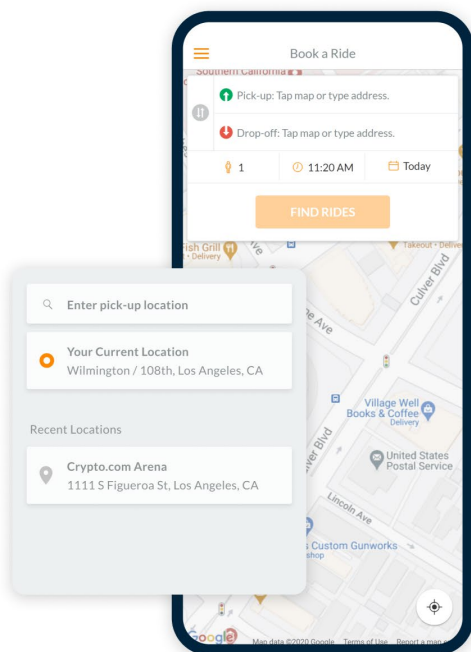
Microtransit Software System Examples

SYSTEM PERFORMANCE

With RideCo's powerful passenger channeling technology and the batched scheduling of ride bookings, we can ensure that most rides are shared – something that simple “ride queue” technology cannot do. Unlike that of any other microtransit software provider, RideCo's system not only books trips instantly, but schedules them instantly as well. When a passenger books a trip in advance (as opposed to on-demand), it is automatically assigned to an actual live manifest. Our software begins making vehicle itineraries the second a single trip is booked and builds the rest of that itinerary around existing trips as new trips are added. Our algorithm optimizes for vehicle utilization (maximizes the number of shared rides) but never presents passengers with trip options that violate the promised arrival time of any other passenger's already booked trip.

The following Passenger App walkthrough demonstrates the process through which passengers use the app to book rides, designate pick-up, and drop-off locations, view real-time pick-up and drop-off data, get to flex stops, and enjoy demand-responsive dynamic service with less walking, shorter wait times, and faster trip times.

6.4.1 Passenger App Walkthrough

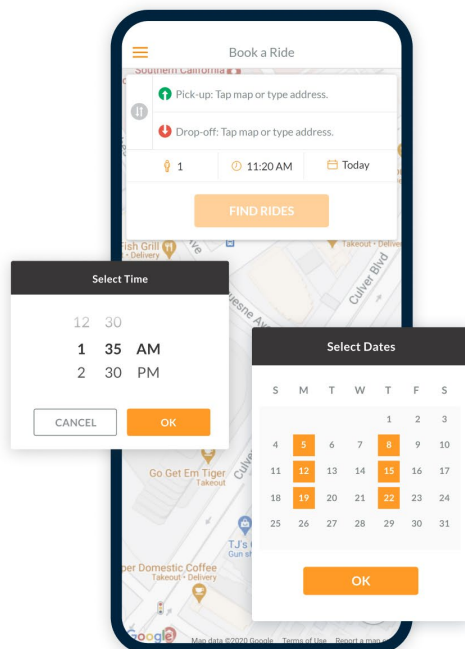


1

Type in pick-up or drop-off location

Or, choose locations from recent locations.

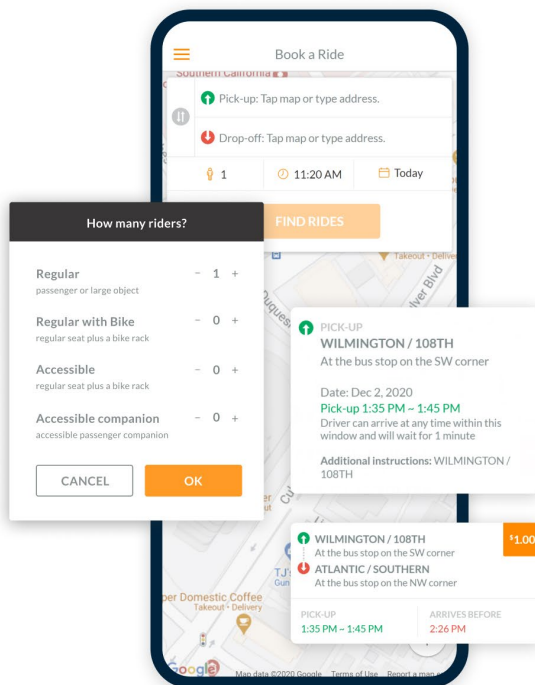
Or, drop pins on the map to select pick-up and drop-off location.



2

Select the time and date of the trip

To schedule single or multiple trips in the future, select the pick-up and drop-off times and dates.



3

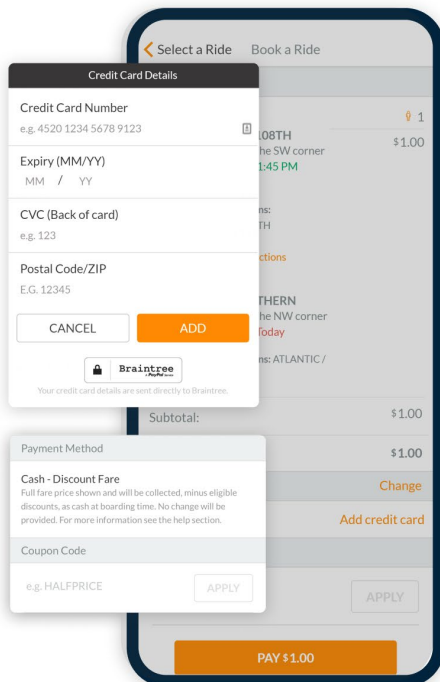
Select seat type

Seat type fields and supporting text are customizable to the mobility options you support. Different fares can be set-up for each rider type.

Each search result includes both a “pick-up” and “arrives before” time. This is our promise to pick-up and get riders to their destinations on time.

Additional instructions confirm origin and destination as well as remind the rider about the pick-up window.

- ▶ RideCo’s platform incorporates real-time inputs and analyses such as traffic data, current and pre-booked demand, vehicle locations and more in its dynamic routing engine. The output is an on-time service that ensures riders know their pick-up and drop-off times across trip options in real time.



4

Select fare type and confirm trip

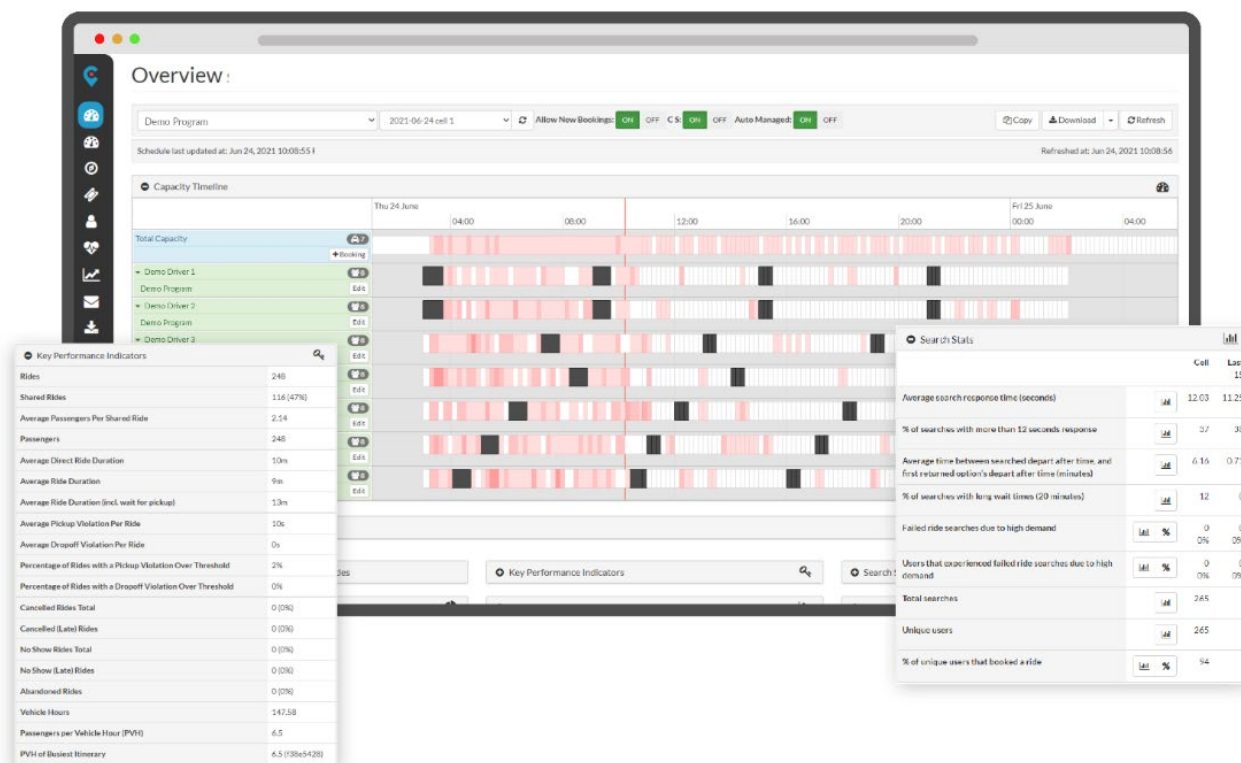
6.5 Dispatching/Dashboard Interface

6.5.1 Operations Center

RideCo's Operations Center comprises a comprehensive suite of data dashboards tailored to support role within GTrans operations. There are seven (7) dashboards available to GTrans, and access can be permissioned depending on individual job functions. RideCo's goal with our dashboard suite is to provide an autonomous experience for RideCo and t GTrans staff while delivering complete visibility into the current and historical on-demand options. The system generates significant and digestible data that can be leveraged by the service planning and executive teams to make informed decisions about future network enhancements to improve the passenger experience system-wide while optimizing the budget.

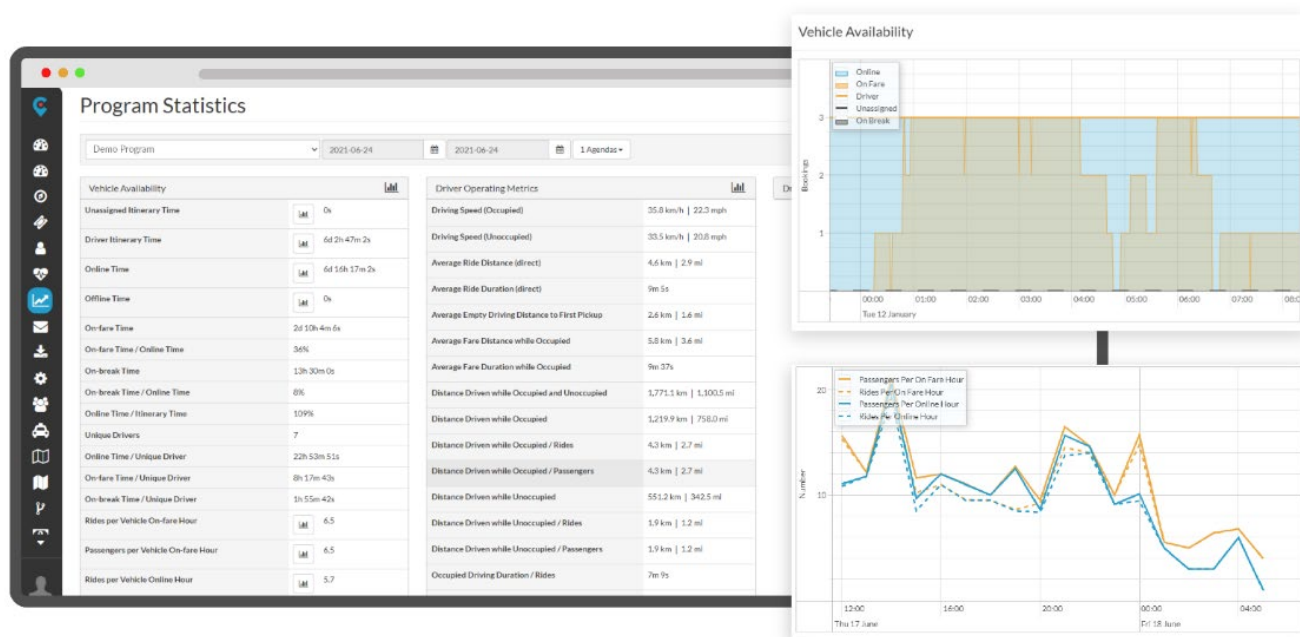
Lead Project Manager and Executive Use

Typically Lead Project Managers and Executives leverage the overview dashboard to view high-level KPIs for the current and historical service days. Additionally, the overview highlights the current vehicle supply, upcoming operator breaks, and high-level passenger demand trends. Unique to RideCo, Lead Project Managers or Executives can view search performance of RideCo's platform to distill information about how quickly passengers receive trip options and if any failed rides have occurred throughout the service. This is a good opportunity to adjust vehicle supply accordingly if resources are available.



The program statistics dashboard is a great tool to evaluate and analyze vehicle utilization and capacity trends while benchmarking vehicle supply with passengers' demand during a service day or over a specific operating period. Additionally, this dashboard can be used to monitor overall operator performance and analyze on-trip driving time versus unoccupied driving time. Once again, this enables RideCo and GTrans

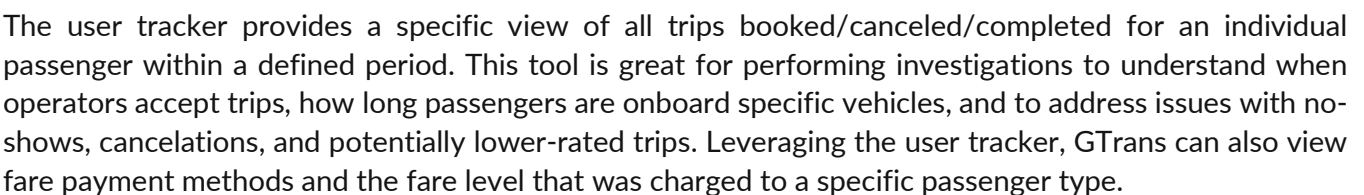
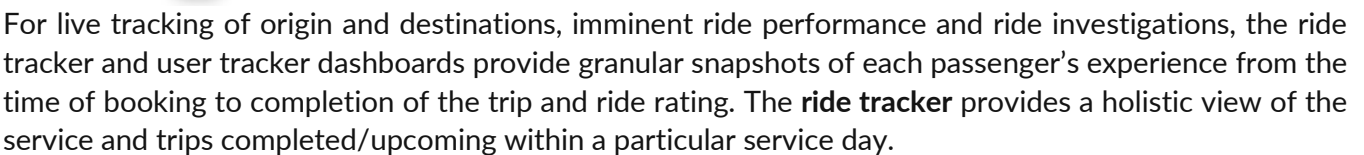
to make data-driven decisions to align vehicle supply to experience-based demand profiles, lowering the cost per passenger.

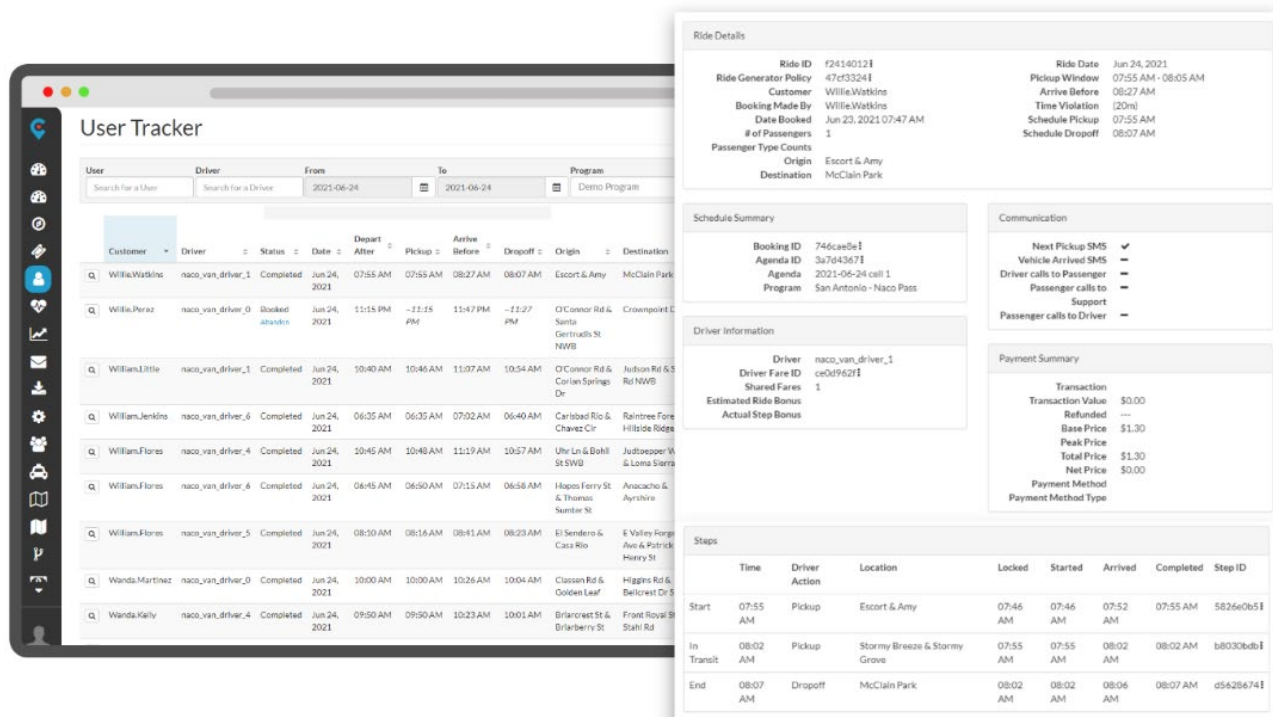


To perform broader ad-hoc analysis on the service, the exports dashboard provides access to real-time and historical raw data that encompasses all reporting aspects of the on-demand operations in a .CSV format. This can be viewed per zone or on a global consolidated basis. If the Agency wishes, the raw data exports can be integrated into the Agency reporting and analytics tool through an exposable API. More information about our exports and data analysis can be found in Data & Reporting below.

Dispatch & Day-to-Day Use

The RideCo's dashboard suite is autonomous and does not require constant monitoring from the RideCo team or GTrans staff; however, we know the Operations Manager will want to view real-time vehicle locations, monitor past, and tentatively assigned future itineraries while tracking the overall health of the system. This day-to-day viewpoint can be seamlessly accessed on the **itinerary tracker dashboard**. Operations Managers can also leverage this dashboard to track operator performance in real-time, monitor newly on-boarded operators' behavior, and perform investigative inquiries.





It is important to reiterate the dashboard suite is autonomous and live monitoring is not required. The comprehensive view is designed to be a support tool that enables real-time transparency for GTrans staff to oversee passenger and operator behavior.

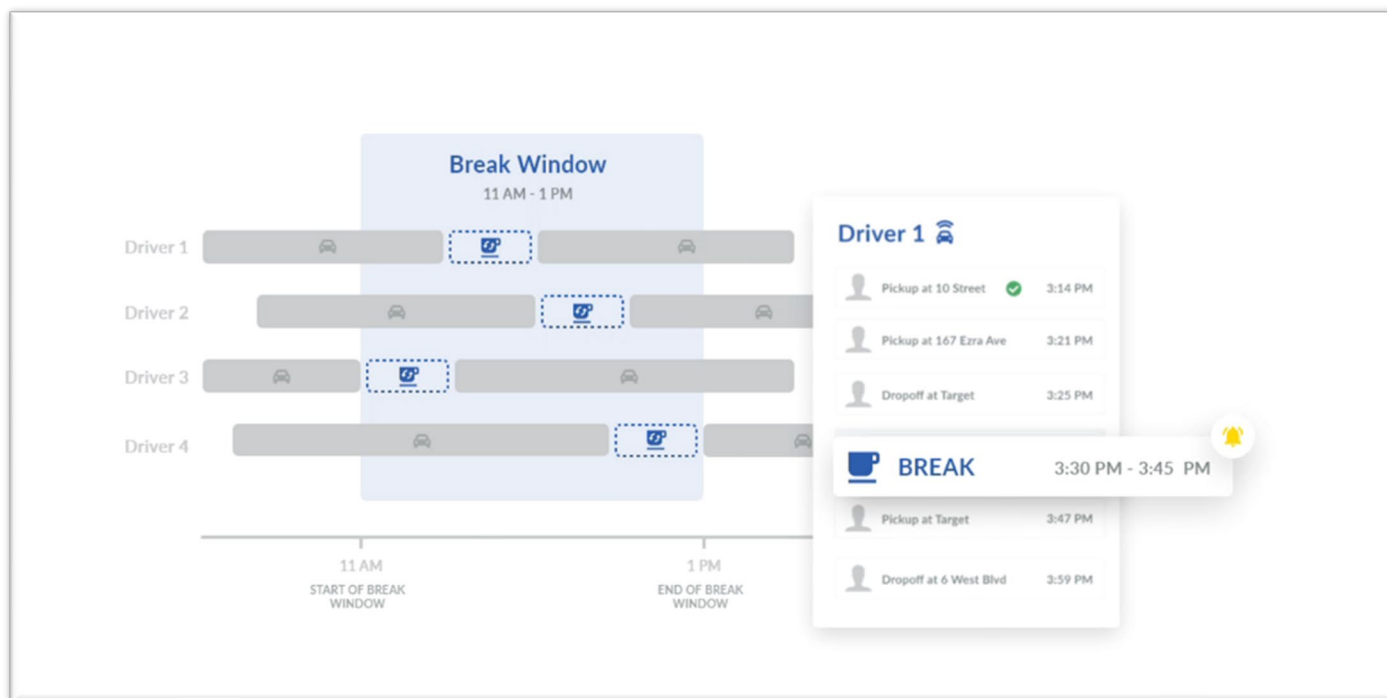
Additionally, the Operations Manager would leverage our driver and fleet management tools. This enables RideCo staff to change vehicle schedules, add or remove vehicle types, manage multiple vehicle operations, make operators unavailable for trips in emergency situations, for example, vehicle breakdowns, and effectively schedule operator breaks that dynamically optimize around real-time passenger demand within defined parameters or shift windows.

For driver breaks or floating lunches, agencies set the rules or requirements for the system to follow. Agencies should consider union rules, contracts, government regulations, and more, when determining how to set up break windows. For example, after considering those factors, agencies may tell the system to give all drivers a half hour lunch break between 11 a.m. and 1 p.m. Then, our autonomous routing and scheduling platform handles the rest. Our optimization engine treats the driver's break just like it would a ride and rearranges it in the driver's schedule accordingly. This means drivers are consistently going to get their breaks at the best possible time, while still adhering to the rules or requirements set by agencies. The

feature is useful for agencies that have frequent changes to their schedule. If a driver is out sick, or a vehicle is broken down, the system accommodates these challenges autonomously.

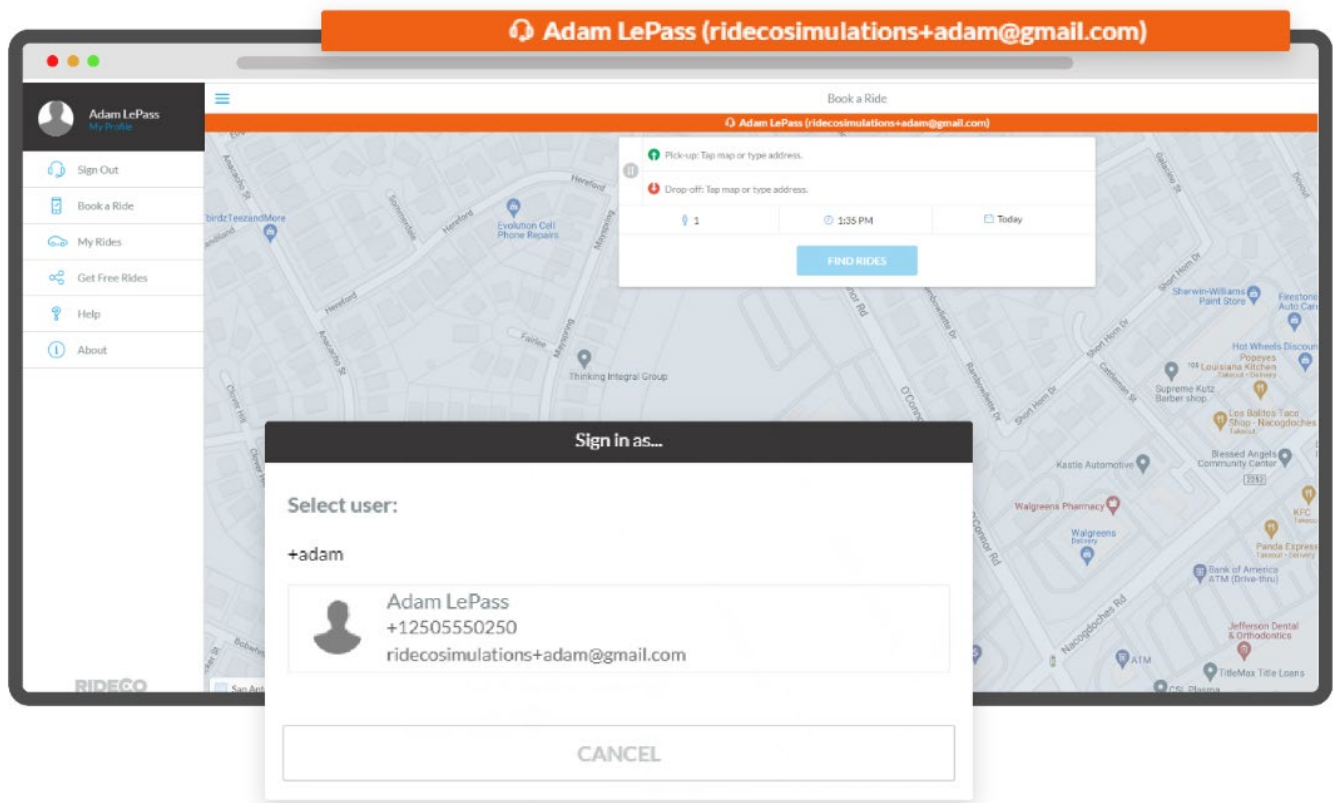
Call Center & Customer Support Use – GTrans Staff

RideCo's reservationist portal is built with the same user-friendly booking flow as the Passenger App. Call



center staff/live agents can log in into a passenger's account and book rides, provide ride updates and vehicle information as requested. In line with the Passenger App, all trips are autonomously scheduled into the system and re-optimized based on new search requests and changes to the operating environment. Like the Operations Manager, call center staff, and customer support can have permissions to the User Tracker to conduct potential service investigations.

Besides through the RideCo web-based graphical/dashboard suite, GTrans will be able to access service performance metrics through both raw data exports and daily, weekly, or monthly KPI reports.



6.6 Vehicle Operator Interface

RideCo's driver mobile application is powered by standard off-the-shelf Android smartphones or tablets; we typically recommend transit agencies use the Galaxy Tab A as a powerful yet affordable device. To set up an account, vehicle operators must input their name, phone number, and email address. Accounts are then approved for service by a transit agency administrator or driver supervisor. A new driver can be added to the system in a matter of minutes.

The driver mobile app offers user-friendly step-by-step instructions to facilitate fully automated dispatching and dynamic routing. Automated updates of dispatched trips are sent to the mobile data terminals/tablets. The app provides real-time, turn-by-turn navigation support – including audiovisual directions and notifications through Google Maps. The app is powered by the RideCo's backend routing engine, which integrates real-time traffic data with drive time estimates and route generation. Since the Driver App routes drivers using Google Maps, all the audiovisual capabilities of that application/platform are available to drivers, including a dark mode for night driving and instructions in multiple languages (if a driver is more comfortable with a language other than English).

Operators are required to sign-in to their personal account at the beginning of each shift and log out at the end of each shift. Signing on and off is easily done by having an operator enter their username and password into the app. Therefore, the same tablet/device can be used by multiple operators by having one sign out and the other sign in which takes just a matter of seconds.

Our software begins making vehicle itineraries as soon as a trip is booked and builds the rest of that itinerary around existing trips as new trips are added. Because schedules are constantly being optimized, we provide the driver's itinerary one step at a time. This way, we can adapt to changes in schedules if a new booking comes in, or if a vehicle falls behind schedule.

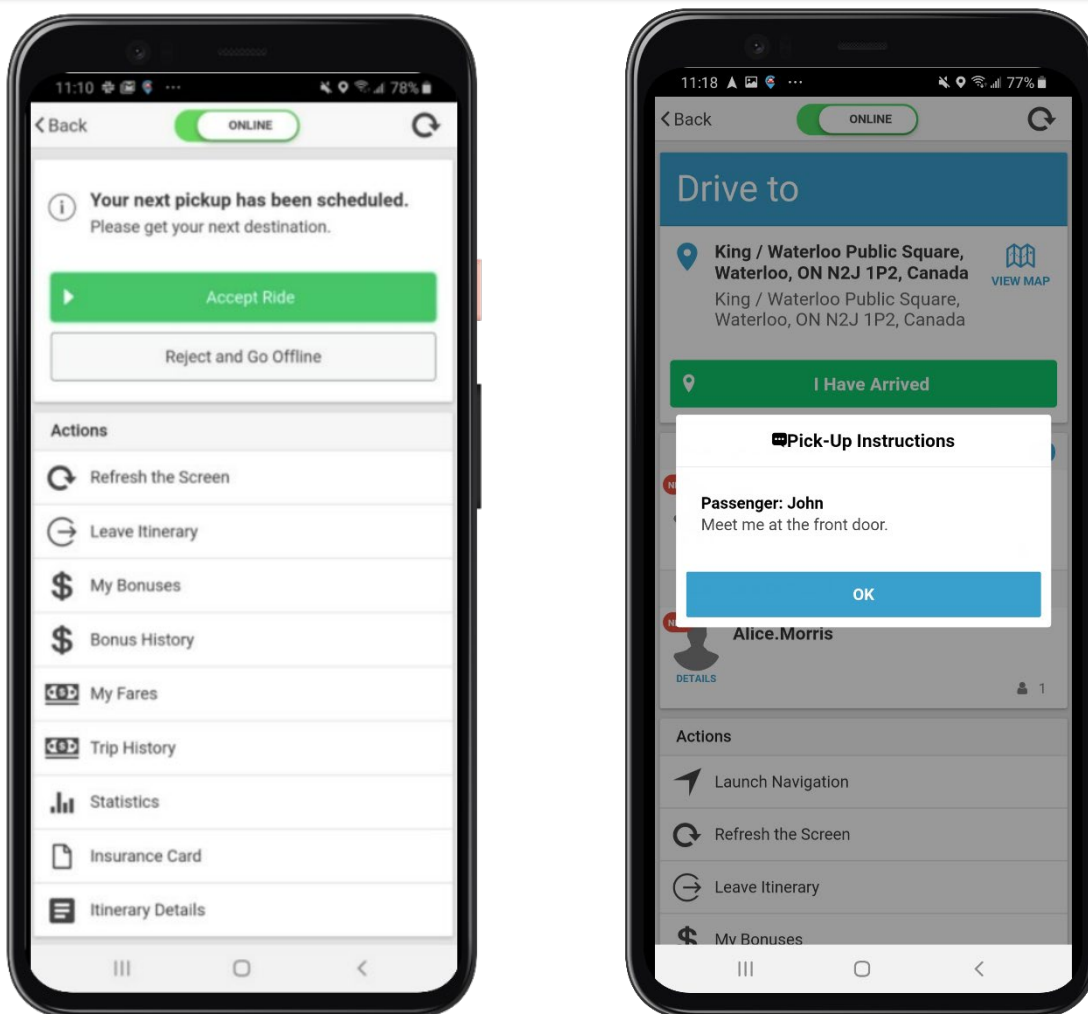
CANCELATIONS AND NO-SHOWS

Users may cancel a ride before their vehicle arrives after booking. Cancellations have limited impact on the system as our software is continually optimizing every 20-seconds. Canceled rides are simply removed from the tentative schedule, and no vehicle is dispatched. Since drivers are only seeing one step at a time (their next pick-up or next drop-off location), they will not experience anything when a ride is canceled and removed from their itinerary.

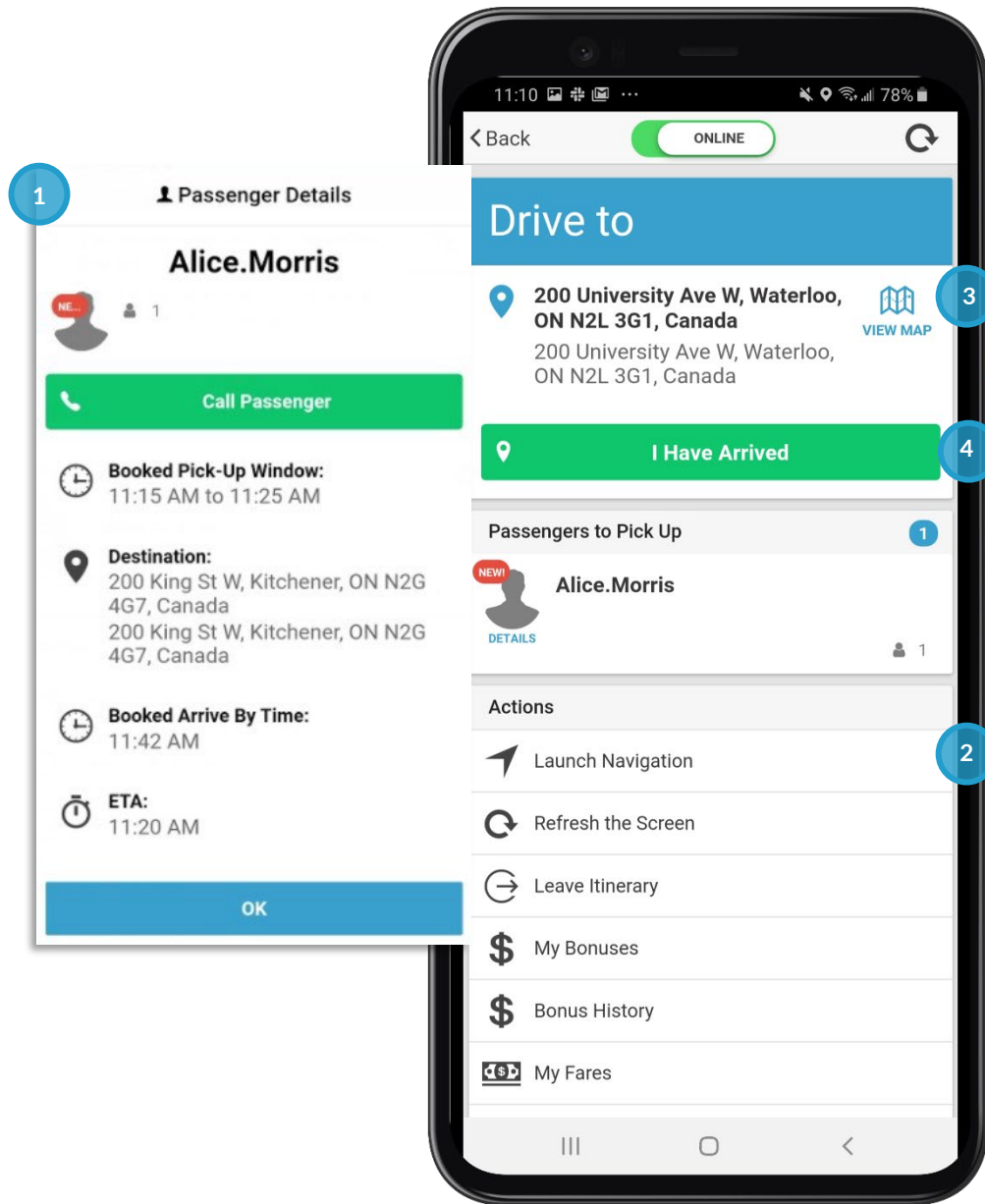
No-shows do occur from time to time. When a driver arrives at the pick-up location, and presses "I have arrived" the Driver App will begin a wait timer and once its timer expires, the driver have the option to press "no show." After confirming "no show" the driver will be provided with the next step, which could be another pick-up or drop-off. The system has passenger restriction capability, which means it can temporarily limit or suspend a user from booking new rides based on high cancellations or no shows, subject to the agency's defined parameters. A Driver App walkthrough is provided below:

6.6.1 Driver App Walkthrough

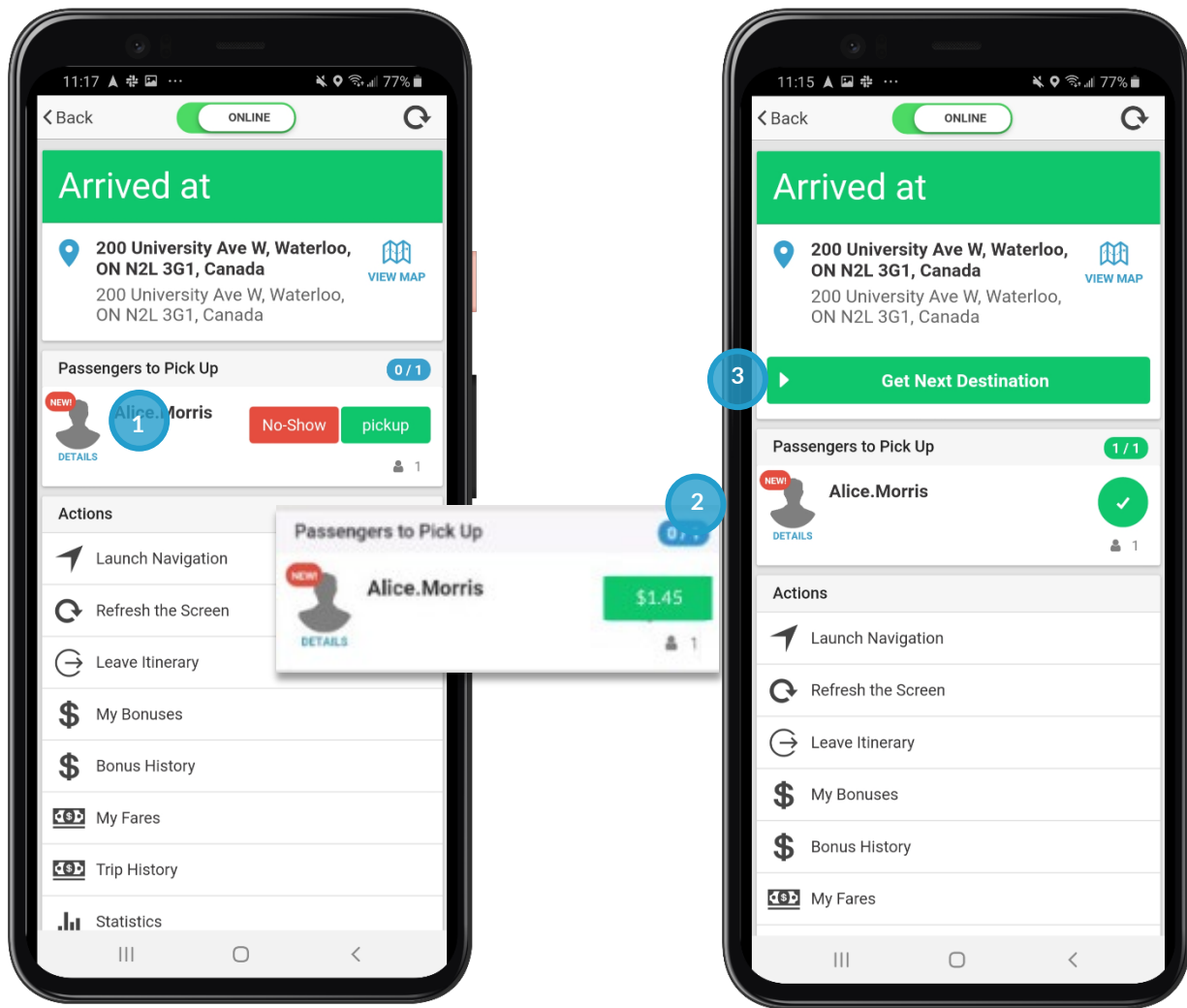
Once an operator has entered their login credentials, the RideCo platform sends them the first ride in their itinerary and prompts them to accept the ride. After the operator has accepted their first trip, they are sent in-app turn-by-turn navigation to the pick-up location – though they may also launch a third-party navigation app (e.g., Waze or Google Maps).



Upon trip acceptance, the app displays the name of the passenger, the pick-up location, and any additional pick-up instructions provided by the passenger. The app displays one trip at a time to mitigate confusion and the platform fully automates all itineraries.



1. Confirm passenger's name, number of additional riders and onboarding notes (if any), and pick-up location.
2. Click "Launch Navigation" to launch the operator's preferred navigation app (the destination is automatically entered by the RideCo app)
3. Operators can also choose to view the pick-up location on an in-app map.
4. Once arriving at the destination, the driver selects "I Have Arrived" – which tells the passenger their vehicle is at the pick-up location.



1. At the destination, operators either confirm that the passenger is picked up or marks them as a no-show.
2. Operators confirm their passenger's identity and validate their chosen method of payment as displayed in the app.
3. Once the passenger is safely onboard the vehicle, the operator selects "Get Next Destination" to launch the next phase of their itinerary.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 18.B
Section: DEPARTMENTAL
ITEMS - TRANSPORTATION
Meeting Date: June 27, 2023

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

AGENDA TITLE: Approve a Pilot Beach Trolley Service

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Service

RECOMMENDATION AND STAFF SUMMARY:

At the City Council meeting on June 13, 2023, Mayor Cerda issued a Directive, seconded by Council Member Love, for GTrans to develop a proposal to deploy trolley service to Redondo Beach for the City of Gardena. The purpose of this service is to enhance quality of life for the City of Gardena residents by providing transportation access and increasing options for more outdoor activities. This would be especially beneficial for senior citizens, youth, and others who may not have an easy access to a car to travel to the beach.

GTrans is recommending deployment of a beach trolley service - G to the Sea - for an 8-week pilot period between July 11, 2023 and September 2, 2023, ending on the Labor Day holiday weekend. Potential service would operate hourly on Tuesdays, Thursdays, and Saturdays during this timeframe, approximately between 9:00 a.m. and 6:00 p.m. GTrans intends to have several boarding locations within the City of Gardena, likely at a few City parks and City Hall, and then conduct a direct, closed-door service to a neighboring South Bay beach. While the pick-up and drop-off locations are proposed to be only within the City of Gardena and the final beach destination, the service will be open to the general public in accordance with Federal Transit Administration (FTA) regulations. GTrans is proposing that this service be free of charge to its customers during this pilot phase.

Based on GTrans' operating costs and the proposed service parameters, GTrans estimates the overall cost of the beach trolley service to be between \$61,686 and \$68,179, subject to final destination location. Option A is to travel from City of Gardena to the Redondo Beach Pier and Option B is to travel from City of Gardena to Hermosa Beach Pier. Both options will give passengers direct access to the beach, the ocean, shops and restaurants at each pier. The main difference between the two options are the total miles and operating hours, which will affect the overall cost of running the service. Option A to Redondo Beach Pier is estimated to be 26.18 miles roundtrip, and GTrans anticipates the entire service to cost approximately \$68,179. Option B to Hermosa Beach Pier is estimated to be 23.65 miles roundtrip, and GTrans anticipates the entire service to cost approximately \$61,686. Staff is currently

coordinating with other transit agencies, such as Torrance Transit and Beach Cities Transit, to ensure that GTrans has the appropriate approvals to utilize the existing bus stops and layover locations by the beach. In addition, GTrans anticipates to work with the City of Redondo Beach and City of Hermosa Beach to finalize various factors and details of the pilot service.

GTrans is currently developing a marketing and outreach campaign to notify all residents of this new pilot service. This campaign will include brochures, car cards on GTrans' buses, website and social media postings, printed advertisements on Gardena Valley News, and more. GTrans will also partner with other City departments, local libraries, summer schools and youth organizations to help disseminate the information through its social media channels and other means of outreach to residents.

After the completion of 8-week pilot, Staff will evaluate the effectiveness and efficiency of the service. If the service is deemed successful, GTrans will conduct a public hearing in accordance with GTrans' Major Service Change Policy and bring the results back to City Council for approval of a permanent seasonal service.

Therefore, GTrans recommends that the City Council approve the pilot beach trolley service and authorize the City Manager to implement Option A to Redondo Beach Pier or Option B to Hermosa Beach Pier, pending partnership with other jurisdictions.

FINANCIAL IMPACT/COST:

The estimated cost to operate this service is between \$61,686 and \$68,179, which can be accommodated within the FY24 operating budget previously approved by City Council.

ATTACHMENTS:

[Pilot Beach Trolley Service Option A - Redondo Beach Pier.pdf](#)

[Pilot Beach Trolley Service Option B - Hermosa Beach Pier.pdf](#)

APPROVED:



Clint Osorio, City Manager



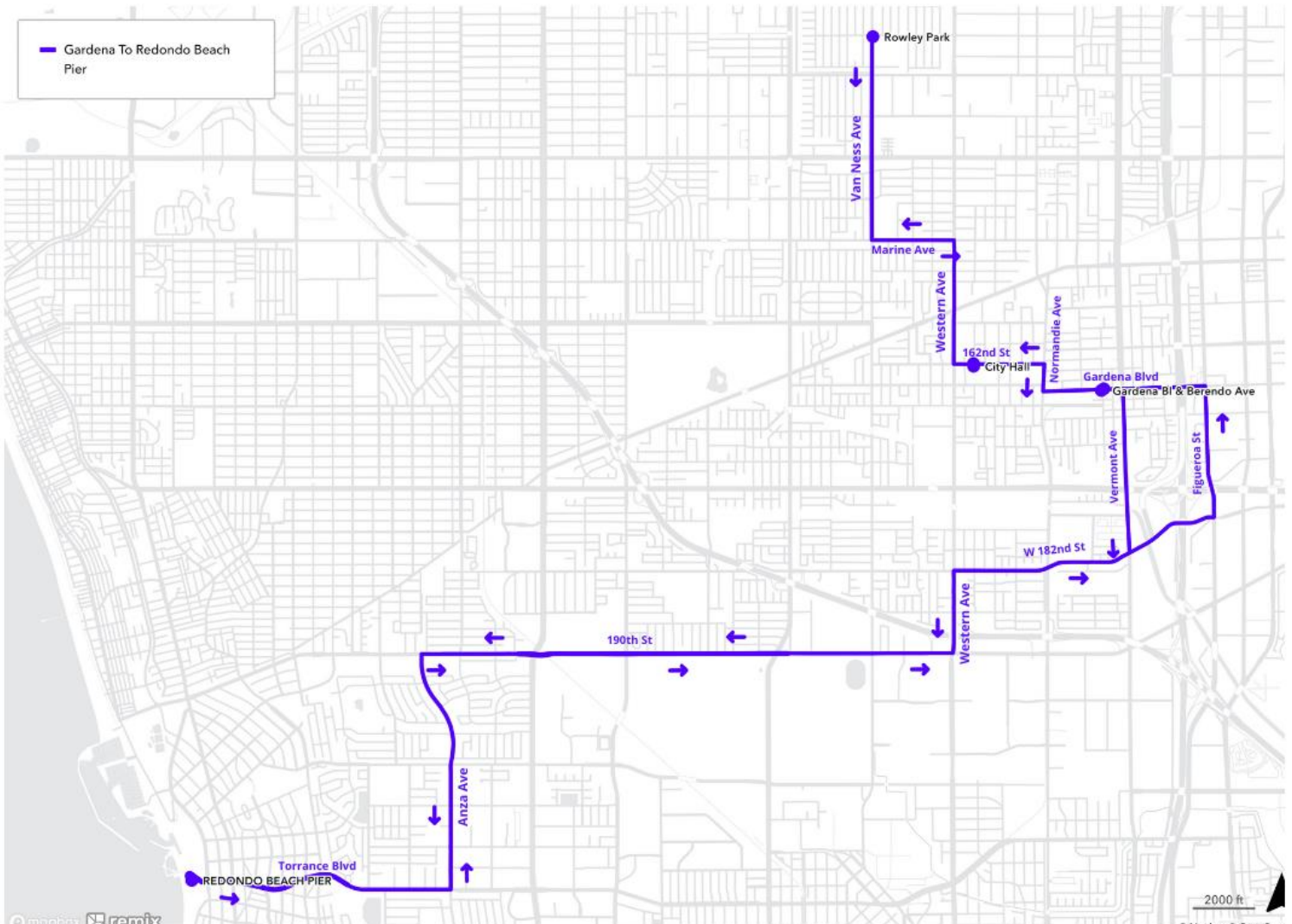
Beach Trolley Service – Option A

Gardena to Redondo Beach Pier

1. Overall Cost and Parameters

Gardena to Redondo Beach Pier								
Stops within Gardena: 3-4 Stops Last Stop: Redondo Beach Pier 26.18 Miles Roundtrip								
2 Buses	Daily Totals				Overall Total			
60 min. frequency	Cost Per Day	Hours	# of Trips	Total Miles	Overall Service Cost	Hours	# of Trips	Total Miles
9:00 AM – 6:00 PM	\$2,922	18	20	261.77	\$68,179	420	480	6,283
Runtime: 105 minutes								

1. Gardena to Redondo Beach Pier Map (Inbound and Outbound)





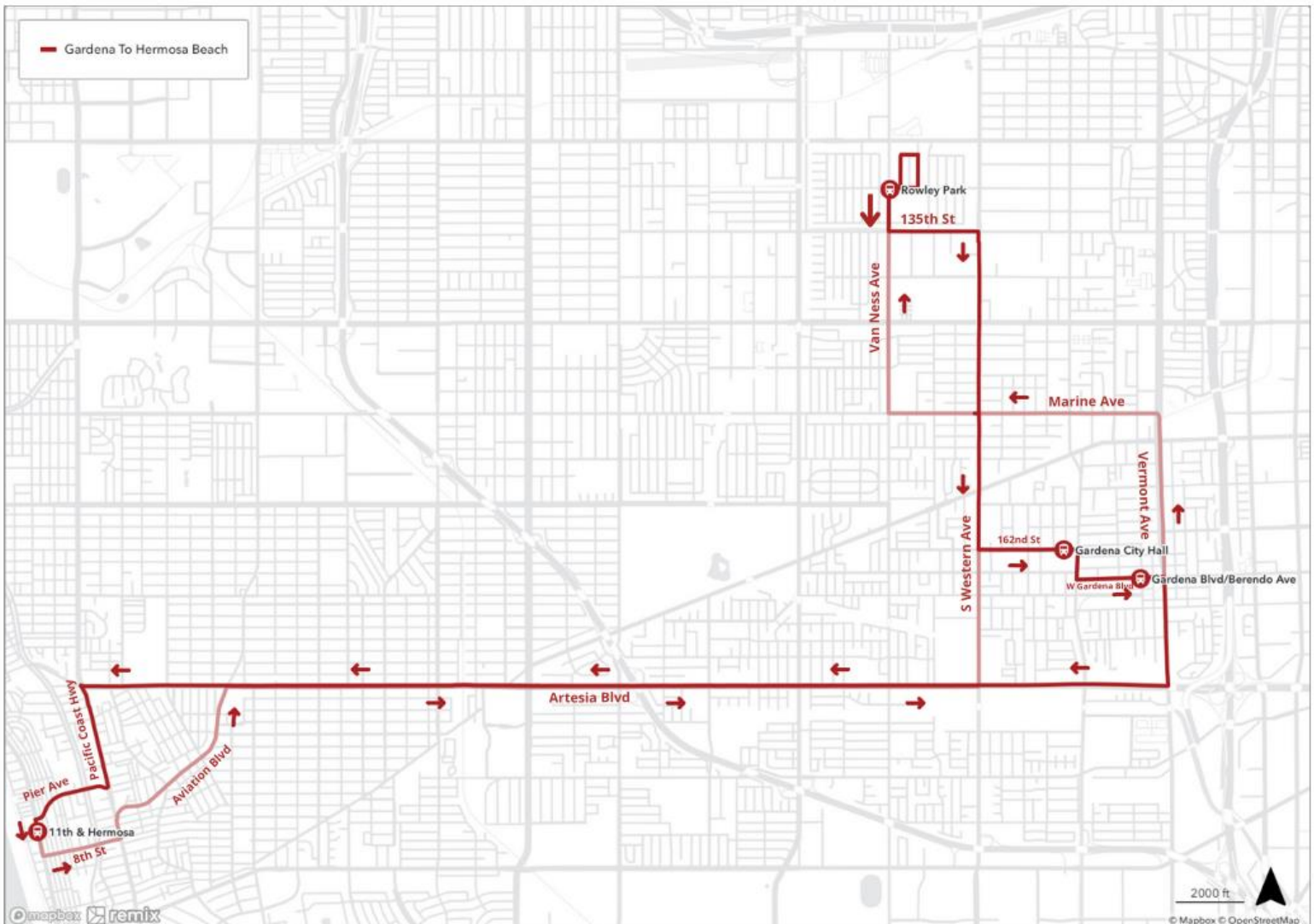
Beach Trolley Service – Option B

Gardena to Hermosa Beach

1. Overall Cost and Parameters

Gardena to Hermosa Beach Pier								
Stops within Gardena: 3-4 Stops			Last Stop: Hermosa Beach Pier			23.65 Miles Roundtrip		
2 Buses	Daily Totals				Overall Total			
60 min. frequency	Overall Service Cost	Hours	# of Trips	Total Miles	Overall Service Cost	Hours	# of Trips	Total Miles
9:00 AM – 6:00 PM	\$2,598	16	20	236.47	\$61,686	380	480	5,675
Runtime: 95 minutes								

1. Gardena to Hermosa Beach Map (Inbound and Outbound)





City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 18.C
Section: DEPARTMENTAL
ITEMS - TRANSPORTATION
Meeting Date: June 27, 2023

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

AGENDA TITLE: Approve Contract with Merrimac Petroleum, Inc. for the Purchase of Unleaded Fuel for a Two-Year Term with Three, One-Year Options at a Cost Not-To-Exceed the Annual Budget Approved by City Council

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Contract

RECOMMENDATION AND STAFF SUMMARY:

The Transportation Department (GTrans) and Public Works Department each utilize unleaded gasoline fuel to operate vehicle fleets and/or equipment. In seeking out a more cost effective and efficient way of obtaining fuel, GTrans and Public Works join to purchase projected fuel requirements on a contractual basis.

In May 2023, GTrans issued an Invitation for Bid (IFB) through PlanetBids for the supply of unleaded gasoline fuel on behalf of both Departments. The IFB was advertised using PlanetBids, which notified 26 firms, including 3 Disadvantaged Business Enterprises (DBE), 4 Minority Business Enterprises (MBE), and 2 Women Business Enterprises (WBE). In addition, the solicitation was advertised in the Daily Breeze, Gardena Valley News (GVN), Transit Talent, several professional organizations and over 74 minority and small businesses and professional organizations. GTrans received bids for unleaded fuel from seven firms. Merrimac Petroleum, Inc. provided the lowest responsive and responsible bid.

Bid Results:

Ranking	1	2	3	4	5	6	7
Bidder Name	Merrimac Petroleum	Pinnacle Petroleum	TAC Energy	Stan Boyett & Son	AAA Oil, Inc.	Mansfield Oil Company	Royal Aquarian Consultancy
Base Year 1	- \$0.2951	- \$0.2797	- \$0.2714	- \$0.2251	- \$0.2018	- \$0.2107	+ \$0.15
Base Year 2	- \$0.2951	- \$0.2797	- \$0.2714	- \$0.2251	- \$0.1938	- \$0.2091	+ \$0.15
Option Year 3	- \$0.2911	- \$0.2797	- \$0.2414	- \$0.2251	- \$0.1832	- \$0.2025	+ \$0.15
Option Year 4	- \$0.2911	- \$0.2797	- \$0.2114	- \$0.2251	- \$0.1775	- \$0.2009	+ \$0.15

Option Year 5	- \$0.2911	- \$0.2797	- \$0.1814	- \$0.2251	- \$0.1690	- \$0.1993	+ \$0.15
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The purchase price of unleaded fuel would be tied to the average daily rack rate via a wholesale index called Oil Price Information Service (OPIS). Merrimac Petroleum's low bid would establish the price for unleaded gasoline at \$0.2951 discount per gallon for the base years and \$0.2911 discount per gallon for the option years under the OPIS price, plus applicable freight and required taxes. The pricing rates would remain fixed for the first two years of the base contract, and also for each of the three option years. For example, if the average OPIS price is \$5.00 per gallon, Merrimac would discount \$0.2951 per gallon and will charge GTrans \$4.7049 per gallon, before taxes and fees.

GTrans recommends that the City Council approve the award of a two-year, fixed contract for the purchase of unleaded fuel with Merrimac Petroleum, Inc. with an additional three, one-year options, at a cost not to exceed the annual budgets approved by the Council.

FINANCIAL IMPACT/COST:

Each fiscal year as part of the annual budget process, GTrans and Public Works recommend their respective fuel budgets for Council approval, based on fuel usage estimates and estimated fuel prices for the coming year. In approving the contract, the Council authorizes the City to purchase needed fuel supplies within the approved fiscal year budget. For GTrans, the cost of fuel for FY24 is \$2,011,560 and is funded using local sources available to GTrans, with no impact to the General Fund. For Public Works, the FY24 budget for unleaded fuel is \$120,000 and funded by the General Fund.

ATTACHMENTS:

[IFB 2022-05 Contract Package with Merrimac Petroleum Inc.pdf](#)

APPROVED:



Clint Osorio, City Manager

AGREEMENT BETWEEN
THE CITY OF GARDENA
AND
MERRIMAC PETROLEUM, INC.

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

1. Recitals.

A. City is desirous of obtaining as-needed unleaded gasoline.

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

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

2. Services.

A. The services to be performed by Consultant shall consist of the scope of services outlined in Invitation for Bid #2022-05, "Unleaded Gasoline Contract", and any associated addendum, incorporated herein by reference, unless otherwise instructed by City.

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

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

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

5. Consultant's Proposal. This Agreement shall include and incorporate therein City's Invitation for Bid #2022-05, "Unleaded Gasoline Contract" and Consultant's proposal in response incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

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

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

8. Term of Agreement/Termination.

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

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

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

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

9. Invoices and Payments.

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

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

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

10. Records/Audit.

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

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

funds.

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

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

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

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

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

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

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

14. Use of Materials.

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

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

15. Confidentiality. 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 statutes ("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.

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

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

18. Legal Requirements.

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

pertaining to the work.

B. Consultant warrants 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; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreements.

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

19. Conflict of Interest and Reporting.

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

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

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

21. Insurance.

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

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

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

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

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

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

4. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, unless cancelled for non-payment, then ten (10) calendar days notice shall be given, is mailed to City.

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

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

b. The insurer shall agree to provide City with thirty (30) days prior written notice, of any cancellation, non-renewal or material change in coverage, unless cancelled for non-payment, then ten (10) calendar days notice shall be given.

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

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

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

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the

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

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

22. Indemnity.

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

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

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

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

24. 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.

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

City of Gardena – GTrans
Attn: Rachel Yoo
13999 S. Western Avenue
Gardena, California, 90249
Email: ryoo@gardenabus.com

Merrimac Petroleum, Inc.
Attn: Katie Bark
3738 Bayer Avenue, Suite 204
Long Beach, California, 90808
Email: kbark@merrimacenergy.net

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

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

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

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

29. 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.

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.

30. Joint Drafting. 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.

31. Public Records 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 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as 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.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

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

CITY OF GARDENA

By _____
Tasha Cerda
Mayor

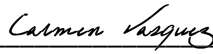
Date _____

ACCEPTED: MERRIMAC PETROLEUM, INC.

By 

Date 6/19/2023

APPROVED AS TO FORM:


Carmen Vasquez
City Attorney

FORM I
BID FORM
PAGE 1 OF 2

Follow instructions for entering bid prices for the two year base contract and the three, one-year options for gasoline below. Note the provided OPIS price and estimated fuel usage do not represent actuals, but they are solely used to determine the lowest bidder.

Gasoline

Column 1: In this column, the OPIS index price is provided by GTrans for the sole purposes of evaluating bid prices.

Column 2: Enter your fixed price adjustment in dollars per gallon.

Column 3: Add the OPIS index price provided by GTrans in Column 1 and your fixed price adjustment in Column 2, then enter the total price per gallon in Column 3.

Column 4: In this column, GTrans has provided the estimated fuel usage in gallons by term/period.

Column 5: In this column, multiply the total price per gallon in Column 3 times the estimated fuel usage in Column 4, then enter the extended price in Column 5.

Column 5, Gasoline Total: In this box, add the extended prices for each term/period, then enter the Gasoline Total.

Finally, an authorized official shall sign and date the bid form on page 2 of 2.

BID FORM

PAGE 2 OF 2

GASOLINE	Column 1	Column 2	Column 3	Column 4	Column 5
Term / Period	OPIS index provided by GTrans	Fixed Price Adjustment (+ or -)	Total Price per Gallon	Estimated Fuel Usage in Gallons	Extended Price
Base Year 1	\$3.2532	-0.2951	\$ 2.9581	390,338	\$ 1,154,658.84
Base Year 2	\$3.2532	-0.2951	\$ 2.9581	290,338	\$ 858,848.84
Option Year 3	\$3.2532	-0.2911	\$ 2.9621	240,338	\$ 711,905.19
Option Year 4	\$3.2532	-0.2911	\$ 2.9621	190,338	\$ 563,800.19
Option Year 5	\$3.2532	-0.2911	\$ 2.9621	190,338	\$ 563,800.19
				Gasoline Total	\$ 3,853,013.25

Date: June 1, 2023Signature: Mary Hazelrigg
Title: PresidentCompany: Merrimac Petroleum, Inc. dba Merrimac Energy GroupBusiness Address: 3738 Bayer Ave Suite 204City and State: Long Beach, CA, 90808

Bid shall be signed by an authorized official
that can contractually obligate the firm