



GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

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

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

MINA SEMENZA, City Clerk
J. INGRID TSUKIYAMA, City Treasurer
CLINT OSORIO, City Manager
CARMEN VASQUEZ, City Attorney
LISA KRANITZ, Assistant City Attorney
PETER L. WALLIN, Deputy City Attorney

Tuesday, August 11, 2020

Closed Session – 7:00 p.m.

Open Session – 7:30 p.m.

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

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

1. VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at youtube.com/Cityofgardena
2. PARTICIPATE BEFORE THE MEETING by emailing the Records Management Coordinator at bromero@cityofgardena.org by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line. Comments will be read into the record up to the time limit of three (3) minutes.
3. PARTICIPATE DURING THE MEETING VIA ZOOM WEBINAR
 - Join Zoom Meeting Via the Internet or Via Phone Conference
Direct URL: <https://us02web.zoom.us/j/84444074536>
Phone number: US: +1 669 900 9128, Meeting ID: 844 4407 4536
 - If you wish to speak live on a specific agenda item during the meeting you, may use the "Raise your Hand" feature during the item you wish to speak on. For Non-Agenda Items, you would be allowed to speak during Oral Communications, and during a Public Hearing you would be allowed to speak when the Mayor opens the Public Hearing. Members of the public wishing to address the City Council will be given three (3) minutes to speak.
4. The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by phone (310) 217-9565 or email bromero@cityofgardena.org at least 24 hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

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

**STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY
AT ALL PUBLIC MEETINGS**

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

Thank you for your attendance and cooperation.

1. ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

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

2. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION
Government Code Section 54956.9(d)(1)

- (1) Gutierrez, Luis Antonio v. City of Gardena, et al.
U.S. District Court Civil Case No. 2:16-cv-090509 TJH (PJWx)

3. PLEDGE OF ALLEGIANCE & INVOCATION

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

- (1) Certificates of Commendation in Special Recognition of Retirements and Long-Time Service to the City of Gardena
- (a) Gina Ayers, Administrative Analyst III – 40 years;
 - (b) Brian Juckett, Police Sergeant – 41 years; and
 - (c) Sharon Passley, Police Service Technician – 18 years
- (Recognitions will be provided to them by City Staff, and they may come back at a later date to receive their recognitions in person at a Council Meeting)

B. PROCLAMATIONS – *None*****

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS (Continued)

C. APPOINTMENTS

- (1) Council Appointments to Commissions, Committees, Councils, and Boards
(Appointees to be Ratified and Sworn In)
 - (a) Human Services Commission
 - (b) Planning and Environmental Quality Commission
 - (c) Recreation and Parks Commission
 - (d) Senior Citizens Commission
 - (e) Gardena Youth Commission
 - (f) Gardena Beautification Committee
 - (g) Gardena Economic Business Advisory Council
 - (h) Gardena Rent Mediation Board, Owner Representative
 - (i) Gardena Rent Mediation Board, Tenant Representative
 - (j) Gardena Rent Mediation Board, At-Large Representative

5. CONSENT CALENDAR

NOTICE TO THE PUBLIC

Roll Call Vote Required on Consent Calendar All matters listed under the Consent Calendar will be enacted by one motion unless a Council member requests Council discussion, in which case that item will be removed from the Consent Calendar and considered separately following this portion of the agenda.

- A. Waiver of Reading in Full of All Ordinances Listed on This Agenda and That They Be Read by Title Only

B. CITY CLERK

- (1) Approval Minutes
 - (a) Planning & Environmental Quality Commission, July 7, 2020
- (2) Affidavit of Posting Agenda on August 7, 2020

C. CITY TREASURER

- (1) Approval of Warrants / Payroll Register
 - (a) August 11, 2020

D. CITY MANAGER

- (1) Personnel Report No. P-2020-14
- (2) CM - RESOLUTION NO. 6475, Exclusively Fixing and Establishing the Wages, Hours and Terms and Conditions of Employment for all Unrepresented Police Manager Positions
- (3) CM - RESOLUTION NO. 6476, Amending the List of Authorized Games and Authorizing the Play of Certain Games in Licensed Card Clubs

5. CONSENT CALENDAR (Continued)

D. CITY MANAGER (Continued)

- (4) CDD - Ordinance No. 1820, Adoption of an Ordinance making changes to Title 18 of the Gardena Municipal Code relating to Residential Development and Time Extensions for Entitlements - Applicant: City of Gardena (Introduced by Mayor Pro Tem Henderson at the July 28, 2020 Council Meeting)
- (5) PW – Approval of Final Track MPA No. 82390, 1515 W. 178th Street
- (6) GTRANS - Approve Project List for the FY21 State Transit Assistance State of Good Repair Program
- (7) GTRANS - RESOLUTION NO. 6477, Authorizing the Filing of a Claim with the Los Angeles County Metropolitan Transportation Authority for Local Transportation Funds

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. August 4, 2020, MEETING

(1) Site Plan Review #4-19; Tentative Tract Map #2-19

A request for site plan review and tentative tract map approval for the construction of six new townhome units in the Medium Density Multiple-Family Residential (R-3) zone per Section 18.44.010.E and Chapter 17.08 of the Gardena Municipal Code, and direction to staff to file a Notice of Exemption.

Project Location: 1621 W. 147th Street (APN: 6103-031-075)

Applicant: Julio Vargas

Commission Action: No action was taken. The item was continued to the August 18, 2020, Planning and Environmental Quality Commission meeting.

(2) Site Plan Review #1-19, Variance #1-20, and Tentative Tract Map #1-19

A request for a Site Plan Review to allow the development of 113 townhomes, including 57 attached townhomes, 41 detached single-family units, and 15 attached live-work units; a Variance to construct a front yard fence abutting a public sidewalk; and a Tentative Tract Map to subdivide 5.46 acres consisting of two properties for 113 condominium units (VTTM #82667). The property is zoned C-3/MUO (General Commercial/Mixed Use Overlay). A Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) were prepared to address environmental impacts.

Project Location: 2101 and 2129 Rosecrans Avenue (APNs: 4061-028-049 and 4061-028-018)

Applicant: G3 Urban Inc.

Commission Action: Commission approved Resolution No. PC 7-20, approving Site Plan Review #1-19, Variance #1-20, Tentative Parcel Map #1-19, and adopting the Mitigated Negative Declaration and Mitigation Monitoring Program.

Call for Council Review, Appeal Decision or Receive and File

ORAL COMMUNICATIONS (Limited to a 30-minute period)

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

8. DEPARTMENTAL ITEMS

A. ADMINISTRATIVE SERVICES – **No Items**

B. COMMUNITY DEVELOPMENT – **No Items**

C. ELECTED & ADMINISTRATIVE OFFICES

- (1) Approve Agreement with HF&H Consultants, LLC to provide the City of Gardena with Solid Waste Contracting Services

Staff Recommendation: Approve Agreement

D. PUBLIC WORKS – **No Items**

E. POLICE

- (1) Execution of Five-Year Contract with Axon Enterprise, Inc. for Police Body Worn Video

Staff Recommendation: Approve Contract

F. RECREATION & HUMAN SERVICES

- (1) Approval of the Contract Services Agreement between the City of Hawthorne and the City of Gardena for Senior Case Management Services beginning July 1, 2020 through June 30, 2021

Staff Recommendation: Approve Agreement

G. TRANSPORTATION – **No Items**

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS

A. COUNCIL ITEMS

- (1) Designation of Voting Delegate / Representative for the League of California Cities Annual Conference and Expo, October 7-9, 2020, in Long Beach

Staff Recommendation: Designate Voting Delegate

B. COUNCIL DIRECTIVES

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

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

D. COUNCIL REMARKS

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

10. ANNOUNCEMENTS

11. REMEMBRANCES

12. ADJOURNMENT

The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. and followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, August 25, 2020.

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

Dated this 7th day of August 2020

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

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

D. COUNCIL REMARKS

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

10. ANNOUNCEMENTS

11. REMEMBRANCES

12. ADJOURNMENT

The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. and followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, August 25, 2020.

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

Dated this 7th day of August 2020

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

CITY OF GARDENA
PLANNING & ENVIRONMENTAL QUALITY COMMISSION
MINUTES
TUESDAY, JULY 7, 2020, MEETING
VIRTUAL MEETING VIA ZOOM
* * *

Called to order by Vice Chair Sherman at 7:04 P.M.

ROLL CALL

Present: Steve Sherman, Deryl Henderson, Stephen Langley, Dale
Pierce
Absent: Brenda Jackson
Also in Attendance: Lisa Kranitz, Assistant City Attorney
Raymond Barragan, Acting Community Development Director
John F. Signo, Senior Planner
Amanda Acuna, Planning Assistant

PLEDGE OF ALLEGIANCE

None.

APPROVAL OF MINUTES

A motion was made by Commissioner Langley and seconded by Commissioner Pierce to approve the minutes of the meeting on June 2, 2020. The minutes were approved 4-0-1.

Ayes: Pierce, Langley, Henderson, Sherman
Noes: None
Absent: Jackson

ORAL COMMUNICATIONS FROM THE PUBLIC

Agenda Item #4

Assistant Planner Acuna addressed the Commission and public on procedures for conducting the online meeting since all participants were attending from a remote location. Instructions on how to comment and ask questions via the Zoom application was given.

There were no oral communications from the public.

PUBLIC HEARING

Agenda Item #5

Zone Code Amendment #2-20

The Planning Commission will consider an ordinance making changes to Title 18 of the City's Zoning Code, primarily relating to residential development standards throughout the City and provide extensions for entitlements. The Planning Commission will make a recommendation to the City Council on the ordinance. Staff has determined that the Zone

Code Amendment would not have any significant effects and is therefore exempt from CEQA.

Project Location: Citywide
Applicant: City of Gardena

Assistant City Attorney Kranitz gave the staff presentation. She mentioned the Planning Commission looked at this item a few months ago and there are some changes directed by City Council. The purpose for these changes was to provide flexibility to developers, but it does not necessarily mean we are allowing for increased density. She presented the G3 Rosecrans Place site plan of what can be built and what is being proposed. This shows that creating more flexibility does not necessarily mean more density. In this case, the developer is proposing less than what is being proposed in the amendment. She mentioned the City Council did not want to remove minimum unit sizes, but wanted to reduce the minimum unit sizes. She mentioned how it would affect affordable housing units.

Acting Community Development Director Barragan discussed distance between buildings. In the R-3 zone, it applied to buildings on the project site. Staff wants to clarify this in the Code. We want to link this to building and fire codes. He discussed standard changes in the R-4 zone and mixed use overlay (MUO). We want to protect privacy by creating separation if windows between units are directly opposed. We developed these standards after looking at what other cities are doing.

Ms. Kranitz discussed the parking standards. Staff went back to do more research and is only looking to make changes to the R-4 and MUO zones. She discussed common vehicle sizes and what would be able to fit inside a garage. We are recommending that parallel parking be reduced to 22 feet. Unless we're talking about full-sized pickup trucks, all other vehicles can park in a parallel parking space. Not a lot of city have tandem parking requirements, but out of the ones that do, Gardena requires the most depth.

Mr. Barragan discussed the requirements for site plan review. The Planning Commission and City Council had some concerns with the amount of discretion made at the staff level. We modified it so that the Director can make minor changes for specific issues. In addition, staff is proposing to remove the type of use approved under site plan review. These should be approved by the Planning Commission under a conditional use permit. In regards to density changes, staff is not recommending density changes at this time. In regards to setbacks in the R-4 zone, we are looking to reduce the setbacks, but did hear concerns from City Council. Therefore, staff is proposing a setback of 15 feet in the side and rear yard based on height when adjacent to an R-1 or R-2 zoned property. We are also proposing changes in the MUO zone. The proposal for the front yard would be taken from the property line rather than the curb face. In the MUO zone, the setback differs based on if a property is next to R-1 or R-2 zone.

Ms. Kranitz discussed the changes proposed for the extension of time for entitlements. Staff is now proposing two extensions for a six-month period. A chart showing what other cities allow was presented.

Vice Chair Sherman asked if there are any questions from Commissioners.

Commissioner Langley asked that if this needs to come back to the Planning Commission if it already gone to City Council.

Ms. Kranitz explained there were some changes made by City Council so we wanted to be sure the Planning Commission reviewed the changes before it moved forward. There was a special session with the City Council where changes were made item by item.

Commissioner Henderson asked if it allows for more density.

Ms. Kranitz explained there was one area in the MUO and R-4 zone. Since it also requires a General Plan Amendment we decided not to pursue any density changes at this time. We are not proposing any more than what the Code already allows. By allowing flexibility, the developer can actually come up with a more spacious, less dense proposal. They are required to provide a minimum of 20 units per acre. Just because we are allowing flexibility, it does not mean the developer will propose more density.

Vice Chair Sherman opened the public hearing.

Ms. Acuna gave instructions for speakers and mentioned there were no speakers.

Vice Chair Sherman closed the public hearing.

Ms. Kranitz explained we are looking to adopt the resolution with one change for a reduction in the minimum unit sizes.

MOTION: It was moved by Commissioner Pierce and seconded by Commissioner Langley to adopt Resolution No. PC 6-20 approving Zone Code Amendment #2-20, and directing staff to file a Notice of Exemption.

The motion passed by the following roll call vote:

Ayes:	Pierce, Sherman, Langley, Henderson
Noes:	None
Absent:	Jackson

Agenda Item #6

COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

Acting Community Development Director Raymond Barragan thanked the Commission during this time while we are working remotely. We do have a lot of projects in the process so there will be a number of projects coming forward. As discussed at the last Commission meeting, although building permits have slowed we are still processing permits even with the office closed. We appreciate the Commission's support at this time.

Agenda Item #7

PLANNING AND ENVIRONMENTAL QUALITY COMMISSION REPORTS

Commissioner Langley had a question or request on books on the future of cities that the Commission can read. If so, the Commission would like to receive them.

Mr. Barragan mentioned we will look at that and can bring that to the Commission at future meetings.

Commissioner Henderson, Commissioner Pierce, and Commissioner Sherman had no report.

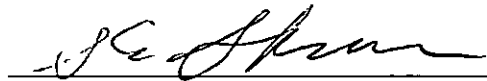
ADJOURNMENT

Vice Chair Sherman adjourned the meeting at 7:55 P.M.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'RB', written over a horizontal line.

RAYMOND BARRAGAN, SECRETARY
Planning and Environmental Quality Commission

A handwritten signature in black ink, appearing to be 'Steve Sherman', written over a horizontal line.

STEVE SHERMAN, VICE CHAIR
Planning and Environmental Quality Commission

MEMORANDUM

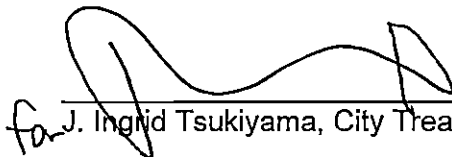
TO: Honorable Mayor and City Council
FROM: Treasurer's Department
DATE: August 6, 2020
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

(a) August 11, 2020 TOTAL WARRANTS ISSUED: \$1,443,084.02

Wire Transfer: 11904-11907
Prepay: 160050-160052
Check Numbers: 160053-160212
Checks Voided:

Total Pages of Register: 20

July 31, 2020 TOTAL PAYROLL ISSUED: \$1,540,679.80



J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

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Voucher List
CITY OF GARDENA

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11904	7/23/2020	106110 ADVANCED BENEFIT SOLUTIONS, LLC	072320		HEALTH INSURANCE CLAIMS	86,055.69
					Total :	86,055.69
11905	7/27/2020	104058 ADMINISURE INC.	072720		WORKERS' COMP CLAIMS	50,244.41
					Total :	50,244.41
11906	8/4/2020	104058 ADMINISURE INC.	080420		WORKERS' COMP CLAIMS	26,930.67
					Total :	26,930.67
11907	8/3/2020	303348 EMPLOYMENT DEVELOPMENT, DEPARTMEN	APR-JUN 2020		SUI FOR APR-JUN 2020	93,386.00
					Total :	93,386.00
160050	7/28/2020	111480 SMART LLC	165227	073-00008	COVID-19 SUPPLIES - HAND SANITIZEI	5,000.00
					Total :	5,000.00
160051	7/28/2020	105574 PINNACLE PETROLEUM, INC.	0224001	037-09960	87 OCTANE REGULAR UNLEADED CAR	19,404.01
					Total :	19,404.01
160052	7/28/2020	105574 PINNACLE PETROLEUM, INC.	0224000	037-09960	87 OCTANE REGULAR UNLEADED CAR	19,419.56
					Total :	19,419.56
160053	8/11/2020	102176 AAA FLAG & BANNER MFG. CO.	258623		US & CITY FLAGS FOR CH	1,976.48
					Total :	1,976.48
160054	8/11/2020	106086 ABC COMPANIES	3101937		GTRANS PARTS SUPPLIES	352.03
			3101938		GTRANS PARTS SUPPLIES	83.66
			3101939		GTRANS PARTS SUPPLIES	167.30
			3103468		GTRANS PARTS SUPPLIES	415.09
			3107008		GTRANS PARTS SUPPLIES	252.79
					Total :	1,270.87
160055	8/11/2020	111483 ACD CORP, INC	8159094		PROFESSIONAL SERVICES	135.00
					Total :	135.00
160056	8/11/2020	104058 ADMINISURE INC.	13351	023-01292	WORKERS' COMP CLAIMS ADMINISTR	11,340.00
					Total :	11,340.00

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Voucher List
CITY OF GARDENA

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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160057	8/11/2020	101748 AFTERMARKET PARTS COMPANY LLC, THE	82133957		GTRANS AUTO PARTS	31.76
			82143072		GTRANS AUTO PARTS	1,912.18
			82147237		GTRANS AUTO PARTS	454.58
			82148251		GTRANS AUTO PARTS	1,502.26
			82148296		GTRANS AUTO PARTS	3.44
			82149355		GTRANS AUTO PARTS	120.95
			82153018		GTRANS AUTO PARTS	2,052.52
Total :						6,077.69
160058	8/11/2020	101308 ALTEC INDUSTRIES, INC.	11442404		PW AUTO PARTS	23.84
				Total :		23.84
160059	8/11/2020	100925 AMERICAN MOVING PARTS	01A108644		GTRANS AUTO PARTS	1,200.21
			01A110928		GTRANS AUTO PARTS	640.00
			Total :		1,840.21	
160060	8/11/2020	101841 AMERICAN PLANNING ASSOCIATION	117389-2075		MEMBERSHIP - J.SIGNO	672.00
				Total :		672.00
160061	8/11/2020	100409 AMERICAN WRECKING, INC.	PERMIT #50020-0024		PERMIT DEPOSIT REFUND - 1528 W. 15	10,000.00
				Total :		10,000.00
160062	8/11/2020	110832 ANTHONY'S AUTO DETAILING	61		CAR WASH DETAIL - PD	200.00
				Total :		200.00
160063	8/11/2020	104687 AT&T	14946383		TELEPHONE	389.21
			15042418		TELEPHONE	268.27
			15042419		TELEPHONE	385.77
			15042729		TELEPHONE - ALL DEPTS	7,717.43
			15045538		TELEPHONE	751.19
			15070209		TELEPHONE	33.47
			15070210		TELEPHONE	85.64
			15070224		TELEPHONE	33.47
			15070232		TELEPHONE	33.47
			15070233		TELEPHONE	86.72
			Total :		9,784.64	
160064	8/11/2020	100474 AT&T LONG DISTANCE	071220		TELEPHONE	22.01

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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160064	8/11/2020	100474 100474 AT&T LONG DISTANCE	(Continued)		Total :	22.01
160065	8/11/2020	100964 AT&T MOBILITY	828667974X7162020		CM CELL PHONE ACCT #828667974	86.46
					Total :	86.46
160066	8/11/2020	110686 AZTECH ELEVATOR COMPANY	AZ16652	024-00665	ELEVATOR MAINTENANCE - NCC	285.00
			AZ16653	024-00665	ELEVATOR MAINTENANCE - PW	285.00
			AZ16654	024-00665	ELEVATOR MAINTENANCE - NCC	100.00
			AZ16655	024-00665	ELEVATOR MAINTENANCE - CITY HALL	100.00
					Total :	770.00
160067	8/11/2020	111481 BATEMAN COMMUNITY LIVING, LLC	INV4650002415	034-00458	SENIOR NUTRITION PROGRAM	11,191.95
			INV4650002439	034-00458	SENIOR NUTRITION PROGRAM	8,622.39
			INV4650002461	034-00458	SENIOR FEEDING PROGRAM	10,238.34
			INV4650002485	034-00458	SENIOR FEEDING PROGRAM	10,270.26
					Total :	40,322.94
160068	8/11/2020	102035 BD WHITE TOP SOIL CO., INC.	83595		STREET MAINT SUPPLIES	71.86
					Total :	71.86
160069	8/11/2020	107747 BENGAR PRODUCTIONS	6573		PRINTING - GARDENA STRONG MASKS	475.00
					Total :	475.00
160070	8/11/2020	110675 BGB DESIGN GROUP, INC	103833	024-00645	MAS FUKAI PARK REHABILITATION, JN	20,085.00
					Total :	20,085.00
160071	8/11/2020	102331 BLUE DIAMOND MATERIALS	1896556		STREET MAINT SUPPLIES	155.85
					Total :	155.85
160072	8/11/2020	103373 BOB & MARC PLUMBING	67752A		SERVICE CALL - SLOAN FLUSH VALVE	1,949.96
					Total :	1,949.96
160073	8/11/2020	111490 BOWDEN, RICHARD DE'QUAN	20-16PW		SETTLEMENT - R.BOWDEN V. GARDEN	1,390.00
					Total :	1,390.00
160074	8/11/2020	102837 BRASS STAR GROUP LLC	GRD-202007		WEB VIDEO - JAZZ FESTIVAL 2016, 201	784.00
					Total :	784.00

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Voucher List
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Page: 4

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160075	8/11/2020	103168 CA TRANSPORT REFRIGERATION, INC.	23274	037-09954	709 HVAC REPAIR	5,317.24
Total :						5,317.24
160076	8/11/2020	110538 CANNON COMPANY	73134	024-00628	170TH STREET IMPROVEMENT JN944	3,391.61
Total :						3,391.61
160077	8/11/2020	803420 CARPENTER, ROTHANS & DUMONT, LAW OFI	35031		PROFESSIONAL SERVICES	1,108.80
			35204		PROFESSIONAL SERVICES	126.00
			35842		PROFESSIONAL SERVICES	245.20
			35843		PROFESSIONAL SERVICES	302.40
			35844		PROFESSIONAL SERVICES	799.20
			35845		PROFESSIONAL SERVICES	213.65
			35846		PROFESSIONAL SERVICES	470.75
			35847		PROFESSIONAL SERVICES	385.20
			35848		PROFESSIONAL SERVICES	1,699.20
			35849		PROFESSIONAL SERVICES	2,055.60
			35850		PROFESSIONAL SERVICES	306.00
			35851		PROFESSIONAL SERVICES	432.00
			35852		PROFESSIONAL SERVICES	108.00
			35857		PROFESSIONAL SERVICES	1,927.00
Total :						10,179.00
160078	8/11/2020	111366 CASSO & SPARKS, LLP	20421		PROFESSIONAL SERVICES	26,941.50
Total :						26,941.50
160079	8/11/2020	108378 CHARLES E. THOMAS COMPANY INC.	62290	037-09850	HEALY QUARTERLY INSPECTION	158.00
Total :						158.00
160080	8/11/2020	104338 CODE PUBLISHING, INC.	67186		MUNCIPAL CODE WEB UPDATE	589.50
Total :						589.50
160081	8/11/2020	111416 COLANTUONO, HIGHSMITH &, WHATLEY, PC	42875		LEGAL SERVICES	311.88
Total :						311.88
160082	8/11/2020	110199 COMPRESSOR WORLD, LLC	1050553	037-09932	POWEREX 5HP AIR COMPRESSOR	4,281.02
Total :						4,281.02
160083	8/11/2020	102388 COPYLAND, INC.	71123	037-09882	GTRANS FOAM BOARD, 48"X48"	707.95

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160083	8/11/2020	102388 COPYLAND, INC.	(Continued)			
			71419	037-09882	GTRANS GLOSS BOOK, RACK CARDS	4,467.82
			71486	037-09882	GTRANS 47"X80" BANNER	304.02
			71800	037-09882	GTRANS COLOR CARDS, 11"X26"	531.95
			72293	037-09882	GTRANS 5'X7' BANNER	131.18
			72294	037-09882	GTRANS YARD SIGNS, 16"X20"	384.09
			72318	037-09882	GTRANS 5.5X8.5 NCR FORMS	215.80
			72329		REC BUS CARDS, 11"X26"	546.95
			72671	037-09882	GTRANS BANNER, 47X80 "SAFETY CAI	491.52
			72927		GTRANS DAILY VEHICLE INSPECTION.	1,241.89
			73064	037-09961	GTRANS COLLISION REPORTS, 8.5X11	1,055.65
			73073	037-09961	GTRANS FOAM BOARD, 18"X24"	90.87
			73106	037-09961	GTRANS ACCIDENT REPORT CARDS, 8	273.78
					Total :	10,443.47
160084	8/11/2020	104543 COUNTY OF LOS ANGELES	IN0810867		PUBLIC HEALTH FEE - ROWLEY PARK :	361.00
			IN0826431		PUBLIC HEALTH FEE - NCC	392.00
					Total :	753.00
160085	8/11/2020	104152 CREATIVE BUS SALES, INC.	5198182		GTRANS AUTO PARTS	268.38
					Total :	268.38
160086	8/11/2020	103353 CRM COMPANY, LLC.	LA15947		SCRAP TIRE DISPOSAL FEE	29.50
			LA15948		SCRAP TIRE DISPOSAL FEE	39.50
					Total :	69.00
160087	8/11/2020	110319 CWE DIRECTOR	20212	024-00649	MS4 PERMIT MONITORING AND COMP	7,267.53
			20213	024-00604	MS4 PERMIT INDUSTRIAL/COMMERCIAL	9,500.00
					Total :	16,767.53
160088	8/11/2020	120219 CYBER SECURITY SOURCE	10017		CYBERKEY ANNUAL SUPPORT	1,100.00
					Total :	1,100.00
160089	8/11/2020	104736 D&R OFFICE WORKS, INC.	0118451		OFFICE FURNITURE FOR REC	323.03
			0118503	035-01009	PD OFFICE FURNITURE	4,658.06
					Total :	4,981.09
160090	8/11/2020	102228 DAILY BREEZE	900602689 07/09/20		SUBSCRIPTION RENEWAL - ACCT #900	540.43

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160090	8/11/2020	102228	102228 DAILY BREEZE		(Continued)	Total : 540.43
160091	8/11/2020	110338	DARTCO TRANSMISSION, SALES & SERVICE C245024	024-00666	UNIT 33 REBUILT TRANSMISSION	4,735.24
					Total :	4,735.24
160092	8/11/2020	106540	DELTA MOTOR CO INC.	22725	037-09940	REBUILD DRIVE MOTOR 3,118.35
				22726	037-09940	REBUILD DRIVE MOTOR 3,118.35
				22727	037-09940	REBUILD DRIVE MOTOR 3,118.35
				22728	037-09940	REBUILD DRIVE MOTOR 3,118.35
				22729	037-09940	REBUILD DRIVE MOTOR 3,118.35
				22730	037-09940	REBUILD DRIVE MOTOR 3,118.35
				22731	037-09940	REBUILD DRIVE MOTOR 3,118.35
				22732	037-09940	REBUILD DRIVE MOTOR 3,118.35
				22734	037-09940	REBUILD DRIVE MOTOR 3,118.35
				22735	037-09940	REBUILD DRIVE MOTOR 3,118.35
				22736	037-09940	REBUILD DRIVE MOTOR 3,118.35
				22737	037-09940	REBUILD DRIVE MOTOR 3,118.35
				22738	037-09940	REBUILD DRIVE MOTOR 3,118.35
				22739	037-09940	REBUILD DRIVE MOTOR 5,090.65
				22740	037-09940	REBUILD DRIVE MOTOR 5,090.65
					Total :	50,719.85
160093	8/11/2020	312117	DEPARTMENT OF WATER & POWER	072320	LIGHT & POWER	95.94
					Total :	95.94
160094	8/11/2020	111482	DIRECT VOTER MESSAGING	061320	CENSUS 2020 CAMPAIGN DIAL PROJE	281.88
					Total :	281.88
160095	8/11/2020	111470	DREAM LIFE LOUD, LLC	004	035-01017	LEADERSHIP CONSULTING FOR THE F 3,000.00
					Total :	3,000.00
160096	8/11/2020	107353	EMERGENCY RESPONSE CRIME SCENE, CLE T2020-487		DISINFECT (1) POLICE VEHICLE	275.00
					Total :	275.00
160097	8/11/2020	105418	EMPIRE CLEANING SUPPLY	1161704-2	024-00599	COVID-19 EMERGENCY SAFETY SUPP 1,279.44
				1164006-1	024-00599	CUSTODIAL SUPPLIES 8.50
				1166808	024-00599	CUSTODIAL SUPPLIES 175.02
				1172755	024-00599	CUSTODIAL SUPPLIES 444.13

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160097	8/11/2020	105418 105418 EMPIRE CLEANING SUPPLY	(Continued)		Total :	1,907.09
160098	8/11/2020	105778 ENNIS PAINT, INC.	399104		STREET MAINT SUPPLIES	1,965.22
					Total :	1,965.22
160099	8/11/2020	105392 ENTENMANN-ROVIN COMPANY	0152516 0152702		EMPLOYEE SERVICE PINS EMPLOYEE SERVICE PINS	437.87 550.09
					Total :	987.96
160100	8/11/2020	106459 ENTERPRISE FM TRUST	FBN3985969 FBN3997270	023-01294 023-01294	ENTERPRISE LEASE - JULY 2020 ENTERPRISE LEASE - JULY 2020	7,682.62 9,213.44
					Total :	16,896.06
160101	8/11/2020	103864 EVERYCHILD CALIFORNIA	14700 14702		REGISTRATION - D.SLOBOJAN - ECE REGISTRATION - N.HOWARD - STATEV	50.00 50.00
					Total :	100.00
160102	8/11/2020	106129 FEDEX	7-062-37055		SHIPPING SERVICES	102.94
					Total :	102.94
160103	8/11/2020	110888 FEHR & PEERS	139209	032-00049	CONSULTING SERVICES - SB743 IMPLI	2,333.63
					Total :	2,333.63
160104	8/11/2020	106334 FLORENCE FILTER CORPORATION	0114880		GTRANS AUTO PARTS	1,100.32
					Total :	1,100.32
160105	8/11/2020	106465 FOX FIRST AID & SAFETY	63154 63156		STREET MAINT SUPPLIES STREET MAINT SUPPLIES	43.80 43.80
					Total :	87.60
160106	8/11/2020	107030 GARDENA AUTO PARTS	118509 118749 118769		SEWER PROGRAM SUPPLIES PD PROGRAM SUPPLIES PW AUTO PARTS	144.13 85.20 25.50
					Total :	254.83
160107	8/11/2020	107011 GARDENA VALLEY NEWS, INC.	00097777		NOTICE OF PUBLIC HEARING ON ZONI	241.50
					Total :	241.50

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160108	8/11/2020	619005 GAS COMPANY, THE	070820 07320		CNG FUEL - JUNE 2020 GAS	399.97 185.95 Total : 585.92
160109	8/11/2020	106470 GILLIG LLC	40713582		GTRANS AUTO PARTS	74.97 Total : 74.97
160110	8/11/2020	107242 GIULIANO'S	41134		GTRANS PROGRAM SUPPLIES	700.00 Total : 700.00
160111	8/11/2020	111171 GLOBAL HEALTHCARE PRODUCT, SOLUTIONS	GHS0201155		COVID-19 EMERGENCY SUPPLIES - FA	2,171.93 Total : 2,171.93
160112	8/11/2020	619004 GOLDEN STATE WATER CO.	072720		WATER	19,129.89 Total : 19,129.89
160113	8/11/2020	109055 GRAFFITI SHIELD, INC.	14018		BUS GRAFFITI SHIELD	1,415.45 Total : 1,415.45
160114	8/11/2020	107513 GRAINGER	9585849954 9590583242 9590684800 9595014789		COVID-19 FACILITY SUPPLIES STREET MAINT SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES	31.42 494.74 33.85 12.53 Total : 572.54
160115	8/11/2020	111484 HANNA, BROPHY, MACLEAN,, MCALEER & JET	1966916		PROFESSIONAL SERVICES	1,050.00 Total : 1,050.00
160116	8/11/2020	208114 HASSOLDT, MATTHEW S.	SUMMER 2020		EDUCATIONAL REIMBURSEMENT	185.00 Total : 185.00
160117	8/11/2020	110371 HINDERLITER DE LLAMAS, & ASSOCIATES	SIN002019	023-01249	SALES TAX - REPORTING & AUDITING :	2,399.29 Total : 2,399.29
160118	8/11/2020	108434 HOME DEPOT CREDIT SERVICES	0323596 0323601 0534222 1323528		BLDG MAINT SUPPLIES HOME IMPROVEMENT PROGRAM SUP HOME IMPROVEMENT PROGRAM HOME IMPROVEMENT PROGRAM SUP	64.57 12.35 39.37 46.65

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160118	8/11/2020	108434 HOME DEPOT CREDIT SERVICES	(Continued)			
			1970535		HOME IMPROVEMENT PROGRAM	85.28
			3310022		HOME IMPROVEMENT PROGRAM	303.33
			3902636		HOME IMPROVEMENT PROGRAM	148.11
			4052869		SIGNALS/SIGNS SUPPLIES	131.37
			5233105		HOME IMPROVEMENT PROGRAM SUP	-38.36
				G		
			5310132		HOME IMPROVEMENT PROGRAM SUP	11.67
			7023716		GTRANS MAINT SUPPLIES	365.41
			8322623		HOME IMPROVEMENT PROGRAM	72.40
			9323906		HOME IMPROVEMENT PROGRAM	60.74
					Total :	1,302.89
160119	8/11/2020	100275 HONEYWELL	5251860300	024-00668	HVAC MAINTENANCE CONTRACT - JUL	25,777.53
					Total :	25,777.53
160120	8/11/2020	103314 HYDE, ERIC	SPRING 2020		EDUCATIONAL REIMBURSEMENT	1,531.74
					Total :	1,531.74
160121	8/11/2020	105513 INDUSTRIAL CLEANING SYSTEMS, INC.	38628		SERVICE CALL - UNIT HOSE LEAK, 50' I	380.40
					Total :	380.40
160122	8/11/2020	103064 ITERIS, INC.	123126	037-09892	BUS SIGNAL PRIORITY PROJECT	59,405.03
					Total :	59,405.03
160123	8/11/2020	110733 J & S PROPERTY MANAGEMENT AND, MAINTI	4843	037-09857	LANDSCAPE MAINTENANCE SERVICES	1,295.00
					Total :	1,295.00
160124	8/11/2020	108555 JALISCO TIRE & AUTO REPAIR	072720		(4) TIRES MOUNT & BALANCE	60.00
					Total :	60.00
160125	8/11/2020	110853 JONES & MAYER	98336	023-01257	ATTORNEY SERVICES	9,800.00
			98337	023-01271	COVID-19 EMERGENCY LEGAL SERVIC	4,817.50
			98338		ATTORNEY SERVICES	1,681.00
			98339		ATTORNEY SERVICES	375.00
			98340		ATTORNEY SERVICES	950.00
			98342		ATTORNEY SERVICES	1,175.00
			98343		ATTORNEY SERVICES	25.00

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160125	8/11/2020	110853 JONES & MAYER	(Continued)			
			98344		ATTORNEY SERVICES	300.00
			98345		ATTORNEY SERVICES	275.00
			98346		ATTORNEY SERVICES	348.50
			98347		ATTORNEY SERVICES	6,724.00
			98348		ATTORNEY SERVICES	24.52
			98349		ATTORNEY SERVICES	525.00
			98350		ATTORNEY SERVICES	471.50
					Total :	27,492.02
160126	8/11/2020	100516 KALBAN, INC.	2002-1	024-00661	PEDESTRIAN SAFETY IMPROVEMENT,	218,452.50
					Total :	218,452.50
160127	8/11/2020	111517 KIRK'S AUTOMOTIVE INC.	1040237		GTRANS SHOP SUPPLIES	380.87
					Total :	380.87
160128	8/11/2020	111260 KJOS, BARBARA JEAN	JULY 2020		GARDENA FAMILY CHILD CARE PROG	1,711.00
					Total :	1,711.00
160129	8/11/2020	110989 KOA CORPORATION	JC02046x3	037-09931	TRANSIT SIGNAL PRIORITY PEER REV	1,663.16
					Total :	1,663.16
160130	8/11/2020	110677 KOFF & ASSOCIATES, INC	6282	023-01218	PROFESSIONAL SERVICES - JOB CLAS	6,324.50
					Total :	6,324.50
160131	8/11/2020	312248 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	IN200001100		LABOR & EQUIPMENT CHARGES - TS (4,318.39
			IN200001135		LABOR & EQUIPMENT CHARGES - TS (1,582.35
					Total :	5,900.74
160132	8/11/2020	112145 L.A. COUNTY FIRE DEPARTMENT	IN0327049		HAZARDOUS MATERIALS DISCLOSURE	362.00
			IN0327954		HAZARDOUS WASTE GENERATOR	5,686.00
					Total :	6,048.00
160133	8/11/2020	312275 LACMTA	GARDENA 07162020		POSITION SUMMARY JUNE 2020	21.60
					Total :	21.60
160134	8/11/2020	105874 LAWSON PRODUCTS, INC.	9307704286		BUS SHOP SUPPLIES	876.17

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160134	8/11/2020	105874 105874 LAWSON PRODUCTS, INC.	(Continued)		Total :	876.17
160135	8/11/2020	111374 LINCOLN NATIONAL LIFE, INSURANCE COMP/ JUNE 2020			LIFE INSURANCE GRP PLANS	2,996.62
					Total :	2,996.62
160136	8/11/2020	109446 LINS COTT, LAW & GREENSPAN, ENGINEERS	14380-00104		TRAFFIC ENGINEERING SERVICES-TAI	1,548.75
					Total :	1,548.75
160137	8/11/2020	109517 LOAD N' GO BUILDING MATERIALS	15839		STREET MAINT SUPPLIES	35.26
			15917		STREET MAINT SUPPLIES	61.44
					Total :	96.70
160138	8/11/2020	108807 LOCKE LORD LLP	1591354		PROFESSIONAL SERVICES	53,882.19
					Total :	53,882.19
160139	8/11/2020	112607 LUMINATOR TECHNOLOGY TRANSIT	559814		BUS SHOP SUPPLIES	1,630.05
					Total :	1,630.05
160140	8/11/2020	112615 LU'S LIGHTHOUSE, INC.	01171571		GTRANS SHOP SUPPLIES	73.51
			01172463		GTRANS SHOP SUPPLIES	1,119.52
			01172475		GTRANS SHOP SUPPLIES	474.70
					Total :	1,667.73
160141	8/11/2020	110204 MA-5	1020	035-00939	INVESTIGATION SERVICES - MARCH 2020	800.00
			1021	035-00939	INVESTIGATION SERVICES - MAY 2020	1,225.00
			1022	035-00939	INVESTIGATION SERVICES - JUNE 2020	975.00
					Total :	3,000.00
160142	8/11/2020	109203 MAKAI SOLUTIONS	3896	037-09962	REPAIR BAY #3/4,5/6,9, 14/15	3,256.66
					Total :	3,256.66
160143	8/11/2020	113036 MANERI SIGN CO., INC.	40008251		SIGNALS/SIGNS SUPPLIES	4.24
			40008253		SIGN - 48X9 "NORMANDIE AVE 14100"	209.48
			40008264		SIGN - 18X12 CUSTOM SIGN "MAX OCC	25.40
					Total :	239.12
160144	8/11/2020	813030 MANNING & KASS	678383		LEGAL SERVICES	2,464.70
			678384		LEGAL SERVICES	28,904.60

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160144	8/11/2020	813030 813030 MANNING & KASS	(Continued)		Total :	31,369.30
160145	8/11/2020	106544 MARINA SECURITY GATE &, ELECTRONICS	1701		BLDG MAINT SUPPLIES	21.90
					Total :	21.90
160146	8/11/2020	111489 MAX GRAPHICS & PRINTING	1375		FCC DEPT SUPPLIES	1,598.70
					Total :	1,598.70
160147	8/11/2020	113064 MCMASTER-CARR SUPPLY COMPANY	40526342		BLDG MAINT SUPPLIES	233.84
			42232151		GTRANS SHOP SUPPLIES	301.05
			42534775		GTRANS SHOP SUPPLIES	49.89
			426604060		GTRANS SHOP SUPPLIES	118.49
			42795354		GTRANS SHOP SUPPLIES	28.42
					Total :	731.69
160148	8/11/2020	110206 MICHELIN NORTH AMERICA, INC.	DA	037-09862	0043370972	4,151.54
			DA0043945639	037-09862	GTRANS' BUS TIRE LEASE SERVICES	3,536.54
					Total :	7,688.08
160149	8/11/2020	111485 MIRELES, STEPHEN	CIT #144133701		REFUND - CITATION OVERPAYMENT	70.00
					Total :	70.00
160150	8/11/2020	103093 MOBILE RELAY ASSOCIATES, INC.	80014133	037-09964	GTRANS BUS RADIO SYSTEM RENTAL	11,059.49
			80014325	037-09964	GTRANS BUS RADIO SYSTEM RENTAL	11,059.49
			80014419	037-09964	GTRANS BUS RADIO SYSTEM RENTAL	271.53
					Total :	22,390.51
160151	8/11/2020	107505 MOUSER ELECTRONICS, INC.	57578064		GTRANS AUTO SUPPLIES	70.34
					Total :	70.34
160152	8/11/2020	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	475084		PROPANE GAS	250.36
			475914		PROPANE GAS	217.93
			476971		PROPANE GAS	303.06
					Total :	771.35
160153	8/11/2020	105204 NEW PIG CORPORATION	4903545		BUS SUPPLIES	1,262.56
					Total :	1,262.56

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160154	8/11/2020	110909 NEXTECH SYSTEMS, INC	NEX20-237		SIGNS/SIGNALS TECH SUPPORT	700.00
					Total :	700.00
160155	8/11/2020	111370 NV5 INC.	170826	024-00657	CONSULTING SERVICES - STREET LIG	220.00
					Total :	220.00
160156	8/11/2020	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	68449381		DOT RECERT - S.THOMAS, G.BRANCH.	412.00
			68453221		RANDOM BAT, UDS COLL - L.ALford,	141.00
			68514569		RANDOM BAT, UDS COLL, DOT RECER	347.00
					Total :	900.00
160157	8/11/2020	115168 OFFICE DEPOT	101007220		FINANCE OFFICE SUPPLIES	282.50
			102168196		BUS OFFICE SUPPLIES	64.31
			2410744523		OFFICE SUPPLIES	84.02
					Total :	430.83
160158	8/11/2020	111358 O'REILLY AUTO PARTS	430964		GTRANS AUTO PARTS	24.88
					Total :	24.88
160159	8/11/2020	115810 ORKIN PEST CONTROL	199860408		PEST CONTROL - ACCT #27336703	230.90
			199860421		PEST CONTROL - ACCT #27336703	230.90
					Total :	461.80
160160	8/11/2020	116004 PARKHOUSE TIRE, INC.	1010746284		TIRES - ST225/75R15	552.92
					Total :	552.92
160161	8/11/2020	108628 PETROLEUM MARKETING EQUIPMENT	3126901		PW MAINT SUPPLIES	-153.30
			3126936		PW AUTO PARTS	248.59
					Total :	95.29
160162	8/11/2020	108600 PHOENIX GROUP INFORMATION, SYSTEMS	000119		FIELD EQUIPMENT FOR TRAFFIC	1,116.48
			062020211	035-00947	PARKING CONTRACT SERVICES - JUNI	8,512.63
					Total :	9,629.11
160163	8/11/2020	105574 PINNACLE PETROLEUM, INC.	0225429	037-09960	87 OCTANE REGULAR UNLEADED CAR	20,031.87
			0225431	037-09960	87 OCTANE REGULAR UNLEADED CAR	19,990.76
					Total :	40,022.63

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160164	8/11/2020	116225 PLUMBERS DEPOT, INC.	PD-45313		SEWER PROGRAM SUPPLIES	2,541.01
			PD-45773		SEWER PROGRAM SUPPLIES	1,017.58
			PD-45914		SEWER PROGRAM SUPPLIES	488.54
					Total :	4,047.13
160165	8/11/2020	111488 PRIETO, IRIS	20-15PW		SETTLEMENT - I.PRIETO V. GARDENA-	1,950.00
					Total :	1,950.00
160166	8/11/2020	101958 PROFORCE LAW ENFORCEMENT	414953	035-01014	PD TACTICAL EQUIPMENT	7,155.28
					Total :	7,155.28
160167	8/11/2020	106092 PRUDENTIAL OVERALL SUPPLY	41030883		UNIFORM & SUPPLY RENTAL CREDIT	-138.90
			42531616		UNIFORM & SUPPLY RENTAL	244.99
			42533762		UNIFORM & SUPPLY RENTAL - GTRAN	835.56
			42537775		UNIFORM & SUPPLY RENTAL	102.19
			42537776		UNIFORM & SUPPLY RENTAL	69.24
			42537777		SUPPLY RENTAL - MATS - PD	91.60
			42537778		SUPPLY RENTAL - MATS - HS	11.60
			42537779		SUPPLY RENTAL - MATS - NCC	13.65
			42537780		SUPPLY RENTAL - MATS - CH	19.00
			42537781		UNIFORM & SUPPLY RENTAL	668.37
					Total :	1,917.30
160168	8/11/2020	109532 PSI REPAIR SERVICE, INC	930433	037-09924	REBUILD MONO INVERTER	5,800.00
			930434	037-09924	REBUILD MONO INVERTER	5,800.00
			930435	037-09924	REBUILD MONO INVERTER	5,800.00
			930626	037-09924	REBUILD DUAL INVERTER	7,500.00
			930627	037-09924	REBUILD DUAL INVERTER	7,500.00
			930628	037-09924	REBUILD DUAL INVERTER	7,500.00
			930700	037-09924	REBUILD MONO INVERTER	5,854.33
			930701	037-09924	REBUILD MONO INVERTER	5,864.26
			931219	037-09924	REBUILD DUAL INVERTER	7,500.00
					Total :	59,118.59
160169	8/11/2020	116820 PSOMAS	164066	024-00606	NORMANDIE AVE. STREET IMPROVEM	232.50
					Total :	232.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160170	8/11/2020	104868 PYRO-COMM SYSTEMS, INC.	151802	037-09956	FIRE ALARM MONITORING - BLDG A	135.00
			151803	037-09956	FIRE ALARM MONITORING - BLDG B	135.00
			151804	037-09956	FIRE ALARM MONITORING - BLDG C	135.00
					Total :	405.00
160171	8/11/2020	114143 QUADIENT LEASING USA, INC	N8397781		POSTAGE MAILING MACHINE LEASE	790.67
					Total :	790.67
160172	8/11/2020	103907 QUINN COMPANY	PC810890596		PW AUTO PARTS	501.60
					Total :	501.60
160173	8/11/2020	101804 RDO EQUIPMENT CO.	E0182171	024-00639	2019 VE SC802 74HP STUMP CUTTER	66,042.95
					Total :	66,042.95
160174	8/11/2020	108886 REDMON GROUP INC.	RG2020153	037-09896	GTRANS WEBSITE SUPPORT	2,187.50
					Total :	2,187.50
160175	8/11/2020	109619 RENTINO, JOBEL	027	037-09881	PROCUREMENT CONSULTING SERVIC	2,660.00
					Total :	2,660.00
160176	8/11/2020	118476 RICOH USA, INC.	9028509939		RICOH MPC3503 COPIER LEASE - CLEI	175.70
			9028509947		RICOH PRO8100SE COPIER LEASE - PI	459.79
			9028509948		RICOH MPC6502SP COPIER BASE LEA	812.95
			9028509950		RICOH MPC3503 COPIER LEASE - CD~	236.10
			9028509963		RICOH MPC3503 COPIER LEASE - CM~	246.46
					Total :	1,931.00
160177	8/11/2020	100585 RKA CONSULTING GROUP	30030		ENGINEERING PLAN CHECK SERVICE:	280.00
					Total :	280.00
160178	8/11/2020	111451 RUBBER-CAL INC	IN372935		GTRANS SHOP SUPPLIES	1,513.81
					Total :	1,513.81
160179	8/11/2020	119022 SAFEMART OF SOUTHERN, CALIFORNIA	92309		SERVICE CALL	611.89
			92477		PARK MAINT SUPPLIES	19.85
					Total :	631.74
160180	8/11/2020	119015 SAFETY-KLEEN CORPORATION	83195280		SERVICE AQUEOUS PARTS WASHER	797.45

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160180	8/11/2020	119015 SAFETY-KLEEN CORPORATION	(Continued) 83330546 83788001		CLEANING OF CLARIFIER AND SUMPS SERVICE AQUEOUS PARTS WASHER Total :	3,241.00 185.22 4,223.67
160181	8/11/2020	119016 SAM'S CLUB	0220 0361 0728 1129 1307 2019 2166 2019 3458 2020 4728 5927 2019 7269 7911 9019 2019 9999 2020		REC PROGRAM SUPPLIES REC PROGRAM SUPPLIES REC PROGRAM SUPPLIES JAZZ FESTIVAL SUPPLIES HELPING HANDS PROGRAM SUPPLIES REC PROGRAM SUPPLIES PD PROGRAM SUPPLIES PD PROGRAM SUPPLIES REFRESHMENTS FOR MEETING HELPING HANDS PROGRAM SUPPLIES REC PROGRAM SUPPLIES REC PROGRAM SUPPLIES MEMBERSHIP FEES FOR CITY OF GAR Total :	293.68 111.65 85.62 16.40 122.45 11.96 26.86 17.96 42.74 154.78 45.64 30.91 725.00 1,685.65
160182	8/11/2020	107736 SEQUEL CONTRACTORS, INC.	RETENTION JN925		CRENSHAW BLVD. STREET IMPROVEM Total :	24,589.66 24,589.66
160183	8/11/2020	107006 SHAMROCK COMPANIES	2424098		PARK MAINT SUPPLIES Total :	117.33 117.33
160184	8/11/2020	119233 SHERWIN-WILLIAMS CO.	2847-4		GRAFFITI ABATEMENT SUPPLIES Total :	98.73 98.73
160185	8/11/2020	109918 SHIGE'S FOREIGN CAR SERVICE	79251 79263 79332 79335 79336 79343 79392 79480		2017 CHRYSLER 300 #1455943 OIL & FI 2018 NISSN FRONTIER #1529614 BATT 2016 FORD INTRCPTR #1488057 OIL & 2007 CHEVY TAHOE BATTERY SERVI 2011 FORD CROWN VIC #1376572 BAT 2014 FORD F-350 #1403730 BATTERY 2004 FORD F-350 #1105666 OIL & FILTE 2016 FORD INTRCPTR #1484145 SERVI	58.69 153.65 159.25 245.21 172.19 151.94 38.76 295.34

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160185	8/11/2020	109918 SHIGE'S FOREIGN CAR SERVICE	(Continued) 79635 79657 79659 79660 79662		2017 FORD INTRCPTR #1368929 SERVI 2018 FORD INTRCPTR #1554676 OIL & 2019 FORD EXPLR TIRE PATCH & BALA 2016 FORD INTRCPTR #1488054 SERVI 2016 FORD INTRCPTR #1484145 OIL &	543.21 25.92 25.34 692.21 27.23 Total : 2,588.94
160186	8/11/2020	119378 SMARDAN SUPPLY CO.	S3553611		STREET MAINT SUPPLIES	249.47 Total : 249.47
160187	8/11/2020	119361 SMART & FINAL IRIS CO.	014166 028329 029250 033769 0430409 056398 056439 063299 065047		EMERGENCY SERVICES SUPPLIES REC PROGRAM SUPPLIES SR. BUREAU PROGRAM SUPPLIES SR. BUREAU PROGRAM SUPPLIES EMERGENCY SERVICES SUPPLIES SR. BUREAU PROGRAM SUPPLIES SR. BUREAU PROGRAM SUPPLIES REC PROGRAM SUPPLIES SR. BUREAU PROGRAM SUPPLIES	281.67 98.90 9.56 253.52 81.67 189.49 4.78 51.56 152.07 Total : 1,123.22
160188	8/11/2020	102027 SOUTH BAY ELECTRIC MOTORS, INC	26698		BUS AUTO PARTS	1,937.26 Total : 1,937.26
160189	8/11/2020	619003 SOUTHERN CALIFORNIA EDISON	072320		LIGHT & POWER	14,430.96 Total : 14,430.96
160190	8/11/2020	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	124759 125138		DELO SYN-GEAR XDM 75W90 OLYMPUS OMEGA RED AF 50/50	1,995.47 2,164.43 Total : 4,159.90
160191	8/11/2020	108238 SPARKLETT'S	14211220 071520		DRINKING WATER FILTRATION SYSTEM	36.99 Total : 36.99
160192	8/11/2020	109877 STATEWIDE TRAFFIC SAFETY, AND SIGNS INC	02021404		SIGNS/SIGNALS SUPPLIES	900.38 Total : 900.38

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160193	8/11/2020	100609 TANK SPECIALISTS OF CALIFORNIA	29903		CERTIFIED DESIGNATED OPERATOR S	189.75
Total :						189.75
160194	8/11/2020	120027 TARGET SPECIALTY PRODUCTS, INC	P500106646		PARK MAINT SUPPLIES	1,623.89
Total :						1,623.89
160195	8/11/2020	106870 TENDER LOVING CARE CATERING, INC.	07/01-07/05/20	034-00457	SENIOR FEEDING PROGRAM	7,288.05
Total :						7,288.05
160196	8/11/2020	110324 TESORO SOCAL PIPELINE COMPANY, LLC	PERMIT #15659		PERMIT DEPOSIT REFUND - BUDLONG	10,000.00
Total :						10,000.00
160197	8/11/2020	109411 TITAN LEGAL SERVICES, INC.	SU327439-09-01		PROFESSIONAL SERVICES	57.00
			SU327439-12-01		PROFESSIONAL SERVICES	57.00
			SU337857-01-01		PROFESSIONAL SERVICES	105.60
			SU337857-04-01		PROFESSIONAL SERVICES	94.06
			SU337857-06-01		PROFESSIONAL SERVICES	122.55
			SU337857-07-01		PROFESSIONAL SERVICES	136.44
Total :						572.65
160198	8/11/2020	109775 TOMS TRUCK CENTER NORTH COUNTY	1194136		GTRANS AUTO PARTS	204.70
			1194787		GTRANS AUTO PARTS	902.54
			1195057		GTRANS AUTO PARTS	920.81
Total :						2,028.05
160199	8/11/2020	103845 TRENCH SHORING COMPANY	20034439		RENTAL - TRENCH TOP 8X10	55.50
Total :						55.50
160200	8/11/2020	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	AYERS 07/22/20		CAL CARD STATEMENT 06/24-07/22/20	248.40
			AYERS 7/22/20		CAL CARD STATEMENT 06/24-07/22/20	260.61
			BEEMAN 07/22/20		CAL CARD STATEMENT 06/23-07/22/20	76.16
			BEEMAN 7/22/20		CAL CARD STATEMENT 06/23-07/22/20	14.99
			C.OSORIO 07/22/20		CAL CARD STATEMENT 06/23-07/22/20	675.00
			FCC 07/22/20		CAL CARD STATEMENT 06/23-07/22/20	6,405.57
			FCC 7/22/20		CAL CARD STATEMENT 06/23-07/22/20	1,177.09
			FINANCE 07/22/20		CAL CARD STATEMENT 06/23-07/22/20	289.43
			FINANCE 7/22/20		CAL CARD STATEMENT 06/23-07/22/20	1,234.85
			PALMA 07/22/20		CAL CARD STATEMENT 06/23-07/22/20	44.77

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160200	8/11/2020	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	(Continued)			
			PD TRAINING 07/22/20		CAL CARD STATEMENT 06/23-07/22/20	733.67
			PD TRAINING 6/22/20		CAL CARD STATEMENT 05/23-06/22/20	514.88
			PD TRAINING 7/22/20		CAL CARD STATEMENT 06/23-07/22/20	68.60
			PD TRAINING2 6/22/20		CAL CARD STATEMENT 05/23-06/22/20	435.00
			PD TRAINING2 7/22/20		CAL CARD STATEMENT 06/24-07/22/20	435.65
			PD TRAINING3 7/22/20		CAL CARD STATEMENT 06/24-07/22/20	324.69
			RECREATION 06/22/20		CAL CARD STATEMENT 05/23-06/22/20	2,768.54
			RECREATION 07/22/20		CAL CARD STATEMENT 06/23-07/22/20	624.00
			RECREATION 7/22/20		CAL CARD STATEMENT 06/23-07/22/20	976.09
			RENTERIA 07/22/20		CAL CARD STATEMENT 06/24-07/22/20	1,393.09
			ROMERO 06/22/20		CAL CARD STATEMENT 05/23-06/22/20	173.21
			SAFFELL 07/22/20		CAL CARD STATEMENT 06/23-07/22/20	32.00
			SANTIN 06/22/20		CAL CARD STATEMENT 05/23-06/22/20	3,351.65
			SANTIN 07/22/20		CAL CARD STATEMENT 06/23-07/22/20	958.04
			V.OSORIO 06/22/20		CAL CARD STATEMENT 05/23-06/22/20	897.56
			V.OSORIO 07/22/20		CAL CARD STATEMENT 06/24-07/22/20	1,120.80
			VERCELES 07/22/20		CAL CARD STATEMENT 06/23-07/22/20	44.84
					Total :	25,279.18
160201	8/11/2020	107274 U.S. TOW, INC.	00161	037-09938	TOWING SERVICES FOR BUS #767	60.00
			00163	037-09938	TOWING SERVICES FOR BUS #725	60.00
			00180	037-09938	TOWING SERVICES FOR BUS #778	60.00
			00183	037-09938	TOWING SERVICES FOR BUS #771	60.00
			00887	037-09938	TOWING SERVICES FOR BUS #775	111.00
					Total :	351.00
160202	8/11/2020	104692 ULINE	121729734		BUS SHOP SUPPLIES	322.72
			121882645		BUS SHOP SUPPLIES	93.13
			121891786		BUS SHOP SUPPLIES	606.37
			122194471		BUS SHOP SUPPLIES	320.92
					Total :	1,343.14
160203	8/11/2020	121275 UNDERGROUND SERVICE ALERT, OF SC	620200275		NEW TICKETS	125.50
			dsb20193372		STATE REGULATORY COSTS - BILLABL	59.19
					Total :	184.69

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160204	8/11/2020	103227 UNIPLAN ENGINEERING, INC.	800150-01	024-00637	DESIGN & CMI SERVICES - JN 956 & 95	27,000.00
Total :						27,000.00
160205	8/11/2020	108762 UPFRONT PRODUCTIONS	1713		VIDEOGRAPHY SERVICES - JAZZ FEST	300.00
Total :						300.00
160206	8/11/2020	121407 UPS	649922280 07/11/20		SHIPPING SERVICE CHARGES	142.76
Total :						142.76
160207	8/11/2020	122050 VERIZON WIRELESS	9858936617		BUS CELL PHONE SERVICE~	211.22
Total :						211.22
160208	8/11/2020	108850 VOLLMER-GRAY ENGINEERING, LABORATOR 51491			PROFESSIONAL SERVICES	2,200.00
Total :						2,200.00
160209	8/11/2020	104107 WAXIE SANITARY SUPPLY	79335598		BUS WASH SUPPLIES	154.23
Total :						154.23
160210	8/11/2020	125001 YAMADA COMPANY, INC.	79595		PARK MAINT SUPPLIES	130.85
Total :						130.85
160211	8/11/2020	103601 YINCOM	6688		COMPUTER REPLACEMENT PARTS	94.72
			6689		IT COMPUTER PARTS	159.87
			6690		COMPUTER REPLACEMENT PARTS	53.60
			6691		COMPUTER REPLACEMENT PARTS	70.90
			6692		IT COMPUTER SUPPLIES	59.11
			6693		IT COMPUTER SUPPLIES	82.09
Total :						520.29
160212	8/11/2020	126122 ZEP SALES & SERVICE	9005348007		BUS SHOP SUPPLIES	711.83
Total :						711.83
167 Vouchers for bank code : usb						Bank total : 1,443,084.02
167 Vouchers in this report						Total vouchers : 1,443,084.02

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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 20 inclusive of the check register are accurate and funds are available for payment thereof.

By: 
Chief Fiscal Officer

This is to certify that the claims or demands covered by checks listed on pages 1 to 20 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 08/11/20
 Date

Councilmember Date

Councilmember Date

Acknowledged:

Councilmember Date

Councilmember Date



CITY of GARDENA

5. D. (1)
CITY MANAGER
Report No. P-2020-14
Date: August 11, 2020

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

1. Report the count of confirmed COVID-19 employee cases:
 - a. Transportation Department: Three (3)
 - b. Police Department: Four (4)
 - c. Public Works: Two (2)
2. Request City Council approval of an amendment to the Side Letter Agreement #2 between the City and the Gardena Municipal Employees Association ("GMEA"). The correction to Side Letter Agreement #2 removes the stipulation that furlough time will not be considered time in paid status for the following: accrual of paid leave, seniority, time in service for step increases, completion of probation, eligibility for holidays, and eligibility for health and welfare benefits (Attachment 1).
3. Report the Promotion of the following individuals:
 - a. **OCTAVIO SALDANA** to the position of Police Sergeant, Schedule 203 (\$8,374 - \$10,689/month), with the Police Department effective August 9, 2020.
 - b. **AMANDA ACUNA** to the position of Senior Planner, Schedule 122 (\$7,101 - \$9,063/month), with the Community Development Department effective August 10, 2020.
4. Report that the following individuals are on leave under the Family Medical Leave Act / California Family Rights Act (FMLA/CFRA):
 - a. Records Management Coordinator, **KATHERINE RHEE**, of the Elected and Administrative Offices effective July 2, 2020 through January 2, 2021 on a continuous basis.
 - b. Executive Office Assistant, **NANCY WARD**, of the Elected and Administrative Offices effective July 29, 2020 through a date to be determined on a continuous basis.

Respectfully submitted,

CLINT OSORIO
City Manager/Human Resources Officer

cc: City Attorney
City Clerk
Human Resources
Payroll

5. D. (1)
CITY MANAGER
Report No. P-2020-14
Date: August 11, 2020

PERSONNEL REPORT – 5.D.(1)

ATTACHMENT 1

**AMENDED SIDE LETTER AGREEMENT #2 BETWEEN THE CITY AND THE
GARDENA MUNICIPAL EMPLOYEES ASSOCIATION**

**SIDE LETTER AGREEMENT #2
BETWEEN
THE GARDENA MUNICIPAL EMPLOYEES ASSOCIATION
AND
THE CITY OF GARDENA**

The Gardena Municipal Employees Association ("GMEA") and the City of Gardena ("City"), having previously negotiated and executed a Memorandum of Understanding ("MOU") for the period of January 1, 2011 to December 31, 2019, which was extended to May 1, 2021 by a side letter agreement, do hereby agree and adopt this Side Letter Agreement #2 as follows:

WHEREAS, the COVID-19 pandemic has created an unforeseen and severe economic impact on the City;

WHEREAS, the City has explored various options to save costs for the City's personnel costs;

WHEREAS, the Parties met and conferred and have agreed to a furlough, freezes in step increases and deferring some cash outs of accrued leave.

THEREFORE, the Parties hereby agree to the following:

FURLOUGHS

1. Work "furlough" refers to one or more hours of required unpaid leave taken on a consecutive basis.
2. Effective the first full pay period following July 1, 2020, employees in GMEA shall be furloughed without pay according to the terms of this side letter until the City's financial condition has improved to appropriate levels and the impacts related to the COVID-19 pandemic emergency have been resolved. At that time, the City will evaluate its financial situation and circumstances and confer with the GMEA about whether to terminate the agreed-upon furloughs. Upon agreement, bargaining unit members shall revert to their pre-furlough period schedules and pay.

The following positions in GMEA will be excepted from furloughs:

- Code Enforcement Officer
- Community Services Officer
- Police Service Officer
- Police Records Technician I
- Police Records Technician II
- Positions fully funded by the GTRANS Fund
- Positions fully funded by Family Child Care Grant

3. Furlough days shall be taken at the rate of eight hours per pay period. Such furlough will amount in a reduction of 10% in pay.

4. Furlough days shall generally be scheduled for eight hours on alternate Fridays. Department Heads have the discretion to change furlough days to days other than Fridays in situations where operations necessitate that they be taken on alternative days, but shall not have employees be on furlough more than eight hours in a pay period.

5. All employees who are furloughed will not be permitted to perform any work on their furlough day, unless City management specifically asks them to do so. If such employees are asked to work, the City will pay them for all hours they end up working at their regular base rate of pay for that day consistent with the GMEA MOU and City pay schedules.

6. Employees will not be permitted to use, or be entitled to, any accrued leaves on their furlough day. This includes, but is not limited to, sick leave, personal holidays, vacation, and holiday leave. The furlough day is not a workday. Employees' hourly rates will not be reduced.

7. Furlough time will not count as hours worked in calculating overtime.

STEP INCREASES

Effective July 12, 2020, the Parties agree that all step increases pursuant to Article 2, Section 1.C will be suspended.

EMPLOYEE SICK LEAVE

Effective July 12, 2020, the Parties agree to suspend any conversion of unused sick leave to cash or time off pursuant to Article 4, Section 5.C, of the MOU.

In addition to the conversion of sick leave at time of separation from City service pursuant to Article 4, Section 5.D.1, of the MOU, any full-time employee with less than five years of continued service who is laid off, with an effective layoff date no later than December 31, 2020, may cash out up to a maximum of fifty percent (50%) of seven-hundred-twenty (720) sick leave hours. That is:

- (a) If an employee has accrued 720 hours or more sick leave hours, then the employee may cash out up to 360 hours.
- (b) If an employee has accrued less than 720 hours, then the employee may cash out up to half of the employee's accrual of sick leave hours at the time of separation.

Employees shall still have the option of applying unused sick leave to his or her CalPERS account up to the limits set by CalPERS.

VACATION

Effective July 12, 2020, the Parties agree to suspend any payment vacation accruals in excess of the maximum allowable number pursuant to Article 4, Section 10, of the MOU.

Maximum allowable accrual caps are removed until May 1, 2021. However, the maximum vacation accrual pay-off upon separation from the City of Gardena shall remain 500 hours. In agreeing to this, GMEA and its members expressly waive the provisions of Labor Code 227.3.

FUTURE NEGOTIATIONS

The Parties agree to meet and confer to discuss any or all of these terms of this Side Letter Agreement #2 in June 2021, unless another schedule is agreed to by both parties.

All other terms and conditions of the current GMEA MOU will remain in effect for the term of the MOU.

EQUAL APPLICATION OF FURLOUGHES

Respecting three fiscal aspects of this furlough, specifically: (1) 10% reduction in pay; (2) deferral of vacation and sick leave buybacks; and (3) freezing of step increases, the City agrees that should Management, Confidentials or GMEO reinstate (partially or whole) all three of these, or any one of these, GMEA agrees to meet and confer to consider the same adjustment during the term of this furlough, until the furlough is withdrawn by the City.

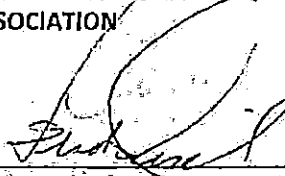
CITY OF GARDENA



CLINT OSORIO
City Manager

Date: 08/05/2020

GARDENA MUNICIPAL EMPLOYEES
ASSOCIATION



FRED G. QUIEL
GMEA Business Representative

Date: 7/30/2020



JEREMY BASTIAN
Acting GMEA President

Date: 7/30/2020



City of Gardena

City Council Meeting

Agenda Item No. 5. D. (2)
Department: Elected & Administrative Offices
Meeting Date: August 11, 2020
Resolution No. 6475

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA TITLE: RESOLUTION NO. 6475: EXCLUSIVELY FIXING AND ESTABLISHING THE WAGES, HOURS AND TERMS AND CONDITIONS OF EMPLOYMENT FOR ALL UNREPRESENTED POLICE MANAGER POSITIONS

<u>COUNCIL ACTION REQUIRED:</u> Adopt Resolution No. 6475	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u> Staff respectfully recommends that the City Council adopt Resolution No. 6475, establishing the wages, hours and terms and conditions of employment for all unrepresented Police Manager positions. Police Managers includes Police Lieutenant, Police Captain and Police Chief. Resolution No. 6475 repeals any previous resolution, in full or in part, that defined the wages, hours and terms and conditions of employment for all unrepresented Police Manager positions. (The Police Chief has a separate employment contract that entitles the incumbent to additional terms and conditions not described herein. Should any provision conflict with Resolution No. 6475, provisions of the employment contract shall prevail.) In light of reduced revenues due to the pandemic, the City seeks concessionary provisions from all labor groups. The unrepresented Police Managers shall make the same concessions as given by members of the Gardena Police Officers Association. These concessions include the following provisions: <ul style="list-style-type: none">▪ In lieu of salary equity adjustments during FY 20/21, the City will contribute 3.3% of base salary to deferred compensation which is a non-pensionable cost.▪ Police Managers will receive a reduced monthly increase to the Education Incentive Bonus.▪ Vacation and sick leave buyback programs are eliminated.	
<u>FINANCIAL IMPACT/COST:</u> Total concessionary provisions are estimated to produce a General Fund savings of \$68,000 during Fiscal Year 20/21.	
<u>ATTACHMENTS:</u> A. Resolution No. 6475	
Submitted by <u>Nora K. Verceles</u> , Nora K. Verceles, HR Manager	Date <u>8/5/20</u>
Concurred by <u>Clint D. Osorio</u> , Clint D. Osorio, City Manager	Date <u>8/5/20</u>

RESOLUTION NO. 6475

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, EXCLUSIVELY FIXING AND ESTABLISHING THE WAGES, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT FOR ALL UNREPRESENTED POLICE MANAGER POSITIONS, REPEALING ANY PREVIOUS RESOLUTION OR MANAGEMENT AGREEMENT, IN FULL OR IN PART, THAT SETS FORTH THE WAGES, HOURS AND TERMS AND CONDITIONS OF EMPLOYMENT FOR ALL UNREPRESENTED POLICE MANAGER POSITIONS

WHEREAS, the City Council desires to approve a resolution to exclusively set forth the wages, hours and terms and conditions of employment for all Unrepresented Police Managers (hereinafter referred to as Police Managers); and

WHEREAS, the Police Managers includes all ranks of sworn safety management positions at the Gardena Police Department, including but not limited to, Police Lieutenant, Police Captain, Deputy Police Chief, and Chief of Police¹; and

WHEREAS, this Resolution repeals any previous resolution or management agreement, in full or in part, excluding employment contracts for the Chief of Police, that sets forth the wages, hours, and terms and conditions of employment for all Police Managers.

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

ARTICLE I. CLASSIFICATION PLAN

SECTION 1. CLASSIFICATION PLAN CHANGES: If the City desires to change any classification affecting the Police Managers, the City will give the Police Managers at least sixty (60) days advance notice and an opportunity to discuss.

SECTION 2. PROMOTIONS

- A. Promotions to the positions of Police Lieutenant and Police Captain shall be made from one of the top four (4) candidates on the current eligibility list for that position.
- B. The City Council, or with authority delegated to the City Manager, will appoint the Deputy Police Chief and Chief of Police.
- C. In cases of promotion, the employee shall be paid the minimum rate of the appropriate pay range or at least five percent (5.0%) higher than his/her current regular base compensation rate, whichever is higher.
- D. Promoted employees shall receive a higher regular base compensation rate than any of their subordinates taking into account base salary Step 1 through 6, Specialist Assignment Pay Bonus, Education Incentive Program Bonus and Longevity Bonus. However, for the intent and purpose of this provision only, the calculation of regular base compensation shall exclude any consideration for subordinates' twenty-six (26) year Longevity Bonus.

¹ In addition, the Chief of Police has a separate employment contract that entitles the incumbent to additional terms and conditions not described herein.

ARTICLE II. COMPENSATION

SECTION 1. SALARY

A. BASIS FOR ESTABLISHING SALARY RANGES

1. A salary survey shall be conducted each year to determine the salary paid to employees in comparable classifications, at a comparable Pay Step, as of July 2 of that year in the following neighboring local Police Departments: Redondo Beach, Manhattan Beach, Torrance, Hawthorne and El Segundo.
2. Salary survey shall be conducted on the following comparable: salary, years of service and longevity in combination with the salary, Education Incentive Program Bonus and Employee Paid PERS (EPP) contribution. Agreed upon comparables are referenced in the salary survey matrix and can be reassessed at the time of the salary survey. Said comparables shall be based on the following formula(s):
 - i. When determining the amount of employee paid PERS contribution for each agency, only Classic PERS employee (3% at 50) formula will be used. PEPRAs employees will use the same EPP formula as Classic members for the purpose of the salary survey.
 - ii. In order to calculate employee paid PERS contribution in the salary survey, the EPP shall be subtracted from each survey category:
 1. Salary combined with longevity (subtract EPP)
 2. Educational Incentive Program Bonus (subtract EPP)
 - iii. In order to address multiple tiered employee paid PERS contribution systems, the following shall apply: the percentage of employees paid PERS contribution for each individual Police Department shall be determined by the majority (51%). If 51% of Classic employees pay 9.0% PERS, then 9.0% will be used. If 51% of Classic members at a surveyed department pay 0%, then 0% will be used.
3. The base salary of each affected employee shall be increased by an amount necessary to cause the salary at Step 6 in each Police Managers classification to equal no less than the average base salary paid to employees in comparable classifications, at a comparable pay step, in the survey cities.
4. The Salary Survey as referenced in EXHIBIT A will determine comparable salaries taking into account base salary, Educational Incentive Program Bonus and Longevity Bonus, inclusive for total compensation calculation.
5. Irrespective of the Salary Survey referenced in EXHIBIT A, there shall be a 5.0% differentiation between the Merit Pay Step for Police Sergeant Step 6 and the Police Lieutenant Step 1.
6. **Equity Adjustments:** Effective the date of this adopted Resolution, the affected Police Managers employees shall receive an Equity Adjustment as follows:
 - i. The Police Managers will conduct a survey as of January 15th of each year to determine if the base salary of affected employees is below the average base salary paid to employees in comparable classifications since previously surveyed

in July of the previous year. If it is determined that the Police Managers base salary surveyed, the City will provide an annual stipend of up to one-thousand dollars (\$1,000.00) for that year. The stipend amount provided will be determined by the actual amount the average base salary is below the surveyed average. Any stipend provided will be payable the first pay period in February or as soon as administratively practicable.

B. 2020 PANDEMIC SALARY CONCESSION

1. Due to the COVID-19 pandemic, the City has suffered an unprecedented economic loss and seeks concessions to existing salary and benefits provisions. This salary concession shall remain in effect until June 30, 2021 and shall automatically revert to the original terms and conditions set forth in this Resolution for the purpose of the July 2021 salary survey.
2. In lieu of conducting a salary survey in July 2020, and in order to maintain parity with the Gardena Police Officers Association, the Police Managers shall receive a non-pensionable, contribution payment valued at 3.3% of base salary to each employee's deferred compensation plan. This contribution to the employee's monthly deferred compensation plan shall be made by the City upon adoption of this Resolution with a retroactive application to the first full pay period in July 2020. The contributions shall automatically expire at the beginning of the first full pay period in July 2021. For employees who have already reached the maximum contribution amount in calendar year 2020, the City will make an equal contribution payment starting in January 2021.
3. In lieu of conducting a salary survey in July 2020, the Police Managers shall receive a monthly increase to the Educational Incentive Bonus (EIB) in the amount of two-hundred dollars (\$200.00) to maintain parity with the Gardena Police Officers Association. This stipulated increase shall automatically expire at the beginning of the first full pay period in July 2021.

C. BASE SALARY STEP

1. The base salary step of affected employees shall be set according to the City's most current Classification and Compensation Plan.

D. PROBATIONARY PERIOD

1. Probation after promotion shall be twelve (12) months. The Chief of Police may extend such probation for an additional six (6) months.
2. Any affected employee, while on probation, who has been absent from City service with or without pay in excess of two-hundred and forty (240) hours, may have the probation extended for a period not to exceed the term of such absence.

E. MERIT PAY STEP PLAN

1. Merit Pay Step Advancement

- i. Merit step advancement shall be effective on the first day of the pay period following eligibility to receive such merit step advancement. The City shall have the discretion to authorize a different effective date when necessary.
- ii. Only salary steps 1 through 6 shall be considered a Merit Pay Step. Merit steps shall be separated in the following manner: Step 6 shall be five percent (5.0%) above Salary Step 5; and so forth to Salary Step 1. There shall be a 5.0% differentiation between the Merit Pay Step for Police Sergeant Step 6 and the Police Lieutenant Step 1.
- iii. In the event an affected employee is placed at Step 1, Merit Pay Step Advancement shall be granted after six (6) months of continuous and satisfactory service at Step 1.
- iv. Merit Pay Step Advancement shall be granted after one (1) year of continuous and satisfactory service at any step above Step 1.

2. Exceptions to Merit Step Advancement

- i. Any affected employee who, while on any Step in the Merit Advancement Plan, has been absent from City service without prior approval in excess of two-hundred and forty (240) hours may be retained on his/her current pay step for a period not to exceed the term of such absence.
- ii. Any affected employee who fails to receive at least a satisfactory advancement rating, or who is not recommended for advancement due to his/her failure to continue to improve performance in relation to the increasing level of experience or the failure to secure the approval of the Chief of Police, may be extended on his/her then current step for a period of up to ninety (90) calendar days for further evaluation.
- iii. Should such further evaluation still result in less than satisfactory ratings or a recommendation not to advance, the employee may again be extended for up to ninety (90) additional calendar days with a final determination to advance, demote or dismiss to be made during that period.
- iv. When an employee is demoted or dismissed by reason of below satisfactory rating or a recommendation not to advance, he/she retains the right to appeal pursuant to the City's Personnel Rules and Regulations.

F. LONGEVITY BONUS: Longevity shall be defined as the length of full-time City employment. Longevity pay shall be granted to affected employees who have completed satisfactory service with the Gardena Police Department according to the monthly schedule set forth in **EXHIBIT A**.

SECTION 2. EDUCATIONAL INCENTIVE PROGRAM (EIB)

A. EDUCATIONAL INCENTIVE PROGRAM (EIB) DEFINED

1. The Educational Incentive Program shall apply upon graduation from an accredited university or college or qualification for the appropriate P.O.S.T. Certificate. The following are minimum requirements for compensation:

2. Where the employee has submitted an online application for a P.O.S.T. certificate prior to the time he/she states they will qualify, upon the employee's notice to the Department and the Department's verification of qualification, the Department shall make effective the employee's Educational Incentive Bonus on the first day of the pay period following the date he/she qualifies, as determined by P.O.S.T., irrespective of the date of approval by P.O.S.T. on the certificate.
3. An employee who submits an online application for a P.O.S.T. certificate after he/she qualifies, upon notifying the Department of the late application date, shall commence receiving the Educational Incentive Bonus on the first day of the pay period following the Department's notice of the application, irrespective of when the employee became qualified for the P.O.S.T. certificate.

B. P.O.S.T. MANAGEMENT CERTIFICATE

1. Employees shall receive pay for the P.O.S.T. Management Certificate at the time of appointment to Police Lieutenant regardless of P.O.S.T. qualification. Affected employees shall have twelve (12) months from the date of appointment to be awarded the Management Certificate. In the event an employee is unable to obtain a Management Certificate within twelve (12) months from appointment, the employee shall cease to receive certificate pay until a Management Certificate is obtained.

C. RATES: Rates for the Educational Incentive Bonus and Management Certificate shall be paid as provided in **EXHIBIT A**.

SECTION 3. BILINGUAL BONUS PROGRAM

A. ELIGIBILITY: In order to be eligible for bilingual language pay, an affected employee must be required to use the language as part of the affected employee's current work assignment. The City shall determine the language to be spoken and in what positions or assignments the language will be required as part of the work assignment.

B. CERTIFICATION: An affected employee must test and successfully pass a language proficiency test in order to be eligible for the bilingual bonus.

1. Requests for testing and certification will be submitted to the Human Resources Office.
2. Testing will be scheduled when and as requested in writing by the Chief of Police.
3. The affected employee may be required to re-test to certify continued competency in the applicable language.

D. BILINGUAL BONUS PAY: The City shall pay each certified employee thirty dollars and seventy-seven cents (\$30.77) each pay period the affected employee is eligible for the bilingual bonus. Bilingual bonus pay shall commence the first day of the pay period following certification of eligibility by the Human Resources Office.

SECTION 4. ACTING COMPENSATION: If a Police Manager is formally appointed to the position of Acting Police Lieutenant, Police Captain, or Deputy Police Chief, he/she shall be compensated at a rate equal to that which such employee would have been entitled to receive had he or she been promoted to the rank of Police Lieutenant, Police Captain, or Deputy Police Chief, as defined under Article I, Section 2, Promotions for all hours worked in the Acting position.

SECTION 5. RATE OF PAY

- A. "Regular Base Compensation" shall be defined as the employee's regular base salary Step 1 through 6 plus Longevity Bonus and Educational Incentive Bonus. Uniform allowances and bilingual bonuses shall be excluded.
- B. Police Manager classifications are designated as FLSA-Exempt.

SECTION 6. UNIFORM ALLOWANCE: Uniform allowance shall be included on the employee's regular paycheck and shall be paid at each pay period in the amount of thirty-four dollars and sixty-two cents (\$34.62) each pay period employee qualifies for the allowance. Uniform allowance shall be pensionable for Classic CalPERS members only.

The uniform allowance shall satisfy the normal cost to clean, maintain, replace and repair because of normal wear and tear, but shall not relieve the City of its obligation to reimburse employees for damage to uniforms and other personal property reasonably anticipated to be worn or utilized by an employee in connection with the performance of his or her duties occurring during the course and scope of employment pursuant to Section 2802 of the California Labor Code.

SECTION 7. MILEAGE AND LODGING REIMBURSEMENT:

- A. **MILEAGE:** Whenever employees are required to use their personal automobile in the performance of duly authorized official duties, they shall be reimbursed at the rate as authorized by the IRS.
- B. **LODGING:** Lodging will be provided if the training or designated worksite is more than fifty (50) miles from the Gardena Police Department and the training or assignment covers multiple days.

SECTION 8. LEAVE BUY-BACK OPTION

- A. **ELECTION OF BUY-BACK:** Ninety (90) days prior to the first pay period in March, July, September and December, affected employees must declare the number of hours he/she will buy back.
 - 1. **HOLIDAY LEAVE BUY-BACK:** Each affected employee shall have the option to cause the City to buy back up to forty (40) hours of unused holidays in each month of March, July, September and December not to exceed one-hundred and sixty (160) hours of holiday leave buy-back per year. Holiday Buy-Back shall be at the base hourly rate for that employee in his/her classification and pay step.
- B. **SPECIAL ONE-TIME LEAVE BUY-BACK OPTION:** From time to time, the City may at the City's discretion allow employees to cash in leave balances for pay. Such option shall be non-pensionable and no employee shall be required to participate in such option.

SECTION 9. METHOD OF COMPENSATION

- A. **REGULAR PAY:** The monthly salaries or compensation herein provided for shall be paid monthly, or in equal semi-monthly installments, or in equal bi-weekly installments, or in any installments as the City may from time to time approve and allow.
- B. **SPECIAL PAYS:** Special pays shall be included as part of the employee's regular bi-weekly paycheck in the pay period following the approval of the special pay request, unless determined otherwise by the City for operational efficiency.

- C. **TAX WITHHOLDING:** All changes to IRS withholding must be done by submitting a signed W-4 Form to the Payroll Office. Except for life-events (i.e., birth, death, retirement), all changes must stay in effect for at least three (3) months and only one change will be allowed per quarter.

ARTICLE III. WORK SCHEDULE AND SENIORITY

SECTION 1. HOURS OF WORK: The work schedule of Police Managers are assigned at the discretion of the Chief of Police or designee.

SECTION 2. EARNED TIME OFF REQUESTS

A. DEFINITIONS

1. If a conflict should occur in scheduling earned time off, then seniority as defined herein shall be the sole method used when approving requests for such time off.
2. Earned time off (defined as available vacation or holiday) may be taken as desired by the employee subject to the approval of the Chief of Police, or designee, consistent with the departmental manpower needs, or departmental needs to have a particular person or persons with specialized skills or training present, for the affected shift or shifts involved.
3. Subject to the directive of the Chief of Police, an employee must use any accrued vacation or holiday time off at a time designated by the Chief of Police, or designee, in writing and communicated to the employee at least ten (10) calendar days in advance of the time designated for the use of such time off in order to bring the accrued time in the affected area within the maximum accrued time allowed.
4. Earned time off requests submitted less than one month from the date(s) requested shall be approved by the earliest date and/or time submitted. If requests are submitted on the same date and/or time, requests shall be approved by seniority.
5. Primary vacation requests shall take precedence over non-primary vacation requests and incidental earned time off requests. Non-primary vacation requests shall take precedence over incidental earned time off requests.

B. PRIMARY VACATION REQUESTS: Primary vacation requests are defined as earned time off requests of one work week or more, designated by the requesting employee as primary vacation by submitting same on a "Primary Vacation" request form forty-five (45) or more days in advance of schedule deployment. All requests for primary vacation shall be submitted on a "City of Gardena Absence Form", designating the order of priority. Primary vacation requests shall be approved by seniority if a conflict should occur. Only one (1) primary vacation request shall be approved per calendar year for each affected employee. Primary vacation requests which begin in one calendar year and end in the following calendar year shall be considered primary vacation requests in the calendar year in which the primary vacation begins.

C. NON-PRIMARY VACATION REQUESTS: Non-primary vacation requests are defined as earned time off requests of one work week or more, not part of an approved primary vacation request, and submitted to the scheduling supervisor thirty (30) days prior to the non-primary vacation. All requests for non-primary vacation shall be submitted on a "City of Gardena Absence Form", designating the order of priority. Non-primary vacation requests shall be approved by seniority if conflict should occur. All 1st priority non-primary vacation requests shall be approved before 2nd

priority non-primary vacation requests are considered. All 2nd priority non-primary vacation requests shall be approved before 3rd priority non-primary vacation requests are requested considered, etc.

- D. **INCIDENTAL TIME-OFF REQUESTS:** Incidental time-off requests are defined as earned time off requests which do not meet the definition of either primary or non-primary vacation requests. Incidental time off requests shall be approved by seniority if submitted to Scheduling or Watch Supervisor thirty (30) days or more from the date(s) requested. Earned time off requests submitted less than thirty (30) days from the date(s) requested shall be approved on a first come, first served basis by the earliest date and/or time submitted. If requests are submitted on the same date and/or time, requests shall be approved by seniority.

SECTION 3. SENIORITY

A. SENIORITY DEFINED

1. Seniority shall be defined as time served in a sworn classification with the Gardena Police Department.
2. Time in the position of Gardena Police Trainee shall not count toward the following seniority schedule.
3. Seniority between affected employees in any management classification shall be determined in the following order:
 - i. By the date of the most recent appointment to the classification;
 - ii. If affected employees were appointed to the classification on the same date, then by numerical position on their most recent eligibility list for the classification; or
 - iii. By coin flip.

- B. **SENIORITY BY RANK:** If affected employees are in different classifications, then seniority shall be determined by rank.

ARTICLE IV. SUPPLEMENTAL BENEFITS

SECTION 1. EDUCATIONAL REIMBURSEMENT PROGRAM

A. QUALIFICATIONS

1. The City encourages and supports educational programs that provide employees the opportunity for personal career development and directly benefit the City by increasing the technical and managerial competency of its staff.

Toward this end, the City offers reimbursement of the cost of required tuition, text, certain materials and fees for approved courses that are directly related to obtaining an Associate Degree or higher in a job-related field from an accredited college or university.

In addition, the City shall have the sole discretion to approve reimbursement for required curriculum coursework towards a job-related certificate or credentialing program. Attendance at conferences and seminars are excluded from reimbursement. Examples of

credentialing or certificated programs include but are not limited to the following: Criminal Justice Certificate Program, Law Enforcement Intelligence and Analysis Certificate, Law Enforcement Advanced Development Certificate, Risk Management Certificate, Human Resources Certificate, etc.

2. Eligibility for this program is limited to City employees regularly employed on a full-time basis who have passed probation.
3. The procedure for applying for the Educational Reimbursement Program will be set by the City and will be available in the City's Human Resources Office.

B. REIMBURSEMENT AMOUNTS

1. Effective the date of this Resolution, Educational Reimbursement shall be paid up to five-thousand dollars (\$5,000.00) per 12-month period. Any requests for Educational Reimbursement received on or after the date of this Resolution shall be subject to the limits provided in this Section.
 - i. Effective August 1, 2020, the Educational Reimbursement maximum allowance shall increase from \$5,000.00 to five-thousand and five-hundred dollars (\$5,500.00) per 12-month period.
 - ii. Effective August 1, 2021, the Educational Reimbursement maximum allowance shall increase from \$5,500.00 to six-thousand dollars (\$6,000.00) per 12-month period.
2. Effective the date of this Resolution, affected employees cannot sell back vacation accruals for additional educational reimbursement.

SECTION 2. RETIREMENT

- A. CALPERS CONTRACT:** The City shall contract with the state California Public Employees Retirement System (CalPERS) to provide a defined retirement benefit. The cost of CalPERS Retirement benefits based on formula is set by CalPERS and includes two rates:

1. The Employer Contribution Rate: CalPERS reviews the Employer rates yearly and may adjust rates based on actuarial valuation; and
2. The Member (employee) Contribution Rate: The employee shall pay the full Member (employee) Contribution Rate as set by CalPERS.
3. Each "Classic Safety Member" through payroll deduction shall pay the Member (employee) Contribution Rate as set by CalPERS and an additional three percent (3.0%) retirement contribution as cost sharing. The cost sharing contribution shall be paid by the employee on a pre-tax basis up to the extent permitted by the law.

Each "PEPRA Safety Member" through payroll deduction shall pay the Member (employee) Contribution Rate as set by CalPERS and an additional three percent (3.0%) retirement contribution as cost sharing. The cost sharing contribution shall be paid by the employee on a pre-tax basis up to the extent permitted by the law.

- B. THE PUBLIC EMPLOYEE PENSION REFORM ACT (PEPRA):** Implemented new benefit formulas and final compensation period, as well as new member contribution requirements for new

employees hired on or after January 1, 2013 who meet the new definition of new member under PEPRA.

1. **CALPERS ENROLLMENT DATE:** Whenever a new employee is hired by the City, their status as a "Classic Member" or "PEPRA Member" will be determined by the date on which he/she first became a member of CalPERS (before or on/after January 1, 2013), not by the date of hire by the City.
 - i. Employees enrolled into CalPERS prior to January 1, 2013, shall be classified as "Classic Members" according to the definition established by PEPRA.
 - ii. Employees enrolled into CalPERS for the first time on or after January 1, 2013, shall be classified as "PEPRA Members" according to the definition established by PEPRA.
2. As established by PEPRA, "Pensionable Compensation (PC)" delineates the pay categories that must be reported to CalPERS as income that contributes to the calculation of the employee's retirement benefit. PC must be reported when earned and paid on the employee's regular paycheck. Should the payment of any benefit negotiated herein conflict with this, the City shall notify the Association prior to modifying how the benefit is to be paid. (§20160, §20636 G.C.)

C. CLASSIC CALPERS SAFETY MEMBERS

1. Benefits per the City's contract with CalPERS shall be as follows as applicable by law:
 - i. Local safety member "3 percent at 50" formula (§21252.01 G.C.);
 - ii. 1959 Survivor Benefit [Level 3 Benefits] (§21382.4 G.C.);
 - iii. Half-Pay Continuance (§21263 and §21263.1 G.C.);
 - iv. Military Buy Back (§20930.3 G.C.);
 - v. Top Year Retirement (§20024.2 G.C.);
 - vi. Member (Employee) Contribution Rate as set by CalPERS (§20615 G.C.);
 - vii. Credit for unused sick leave (§20862.8 G.C.);
 - viii. Post-Retirement Survivor Allowance to Continue After Remarriage (§21266 G.C.);
and
 - ix. Continuation of Death Benefits after Remarriage of Survivor (§21373).

D. PEPRA CALPERS SAFETY MEMBERS

1. This designation is a CalPERS determination and benefits shall be provided according to the PEPRA definition.
2. A new CalPERS member's initial member contribution rate will be at least fifty percent (50%) of the total normal cost rate for their defined benefit.

3. Benefits shall be as applicable by law:

- i. Local safety member "2.7 percent at 57" formula (\$7522.25 G.C.);
- ii. 1959 Survivor Benefit [Level 3 Benefits] (\$21382.4 G.C.);
- iii. Half-Pay Continuance (\$21263 and \$21263.1 G.C.);
- iv. Military Buy Back (\$20930.3 G.C.);
- v. Three Year Final Compensation (\$7522.32 G.C.);
- vi. Member (employee) Contribution Rate based on Pensionable Compensation (\$7522.30 G.C.);
 - a. In accordance with Government Code (\$7522.30), the Member (employee) Contribution Rate is set by CalPERS. CalPERS will review the Member Contribution Rate once a year and may change the rate based on actuarial valuation.
- vii. Credit for unused sick leave (\$20862.8 G.C.);
- viii. Post-Retirement Survivor Allowance to Continue After Remarriage (\$21266 G.C.); and
- ix. Continuation of Death Benefits after Remarriage of Survivor (\$21373).

SECTION 3. HEALTH INSURANCE

1. **COMPREHENSIVE HEALTH PLAN:** The City shall provide a medical, dental, optical and prescription plan to affected employees and their dependents. Such insurance shall include hospitalization, medical coverage, prescription coverage, vision and dental coverage. A Comprehensive Health Care Plan Document shall be provided to all affected employees.
2. **PREMIUMS AND TRUST ACCOUNT**
 1. The City shall pay one-hundred percent (100%) of the two-party premium (employee plus one dependent) based on the City's self-funded health insurance plan rate.
 2. Employees shall contribute any amount above the City's contribution. Coverage will cease upon non-payment of premium or if payment is not received in a timely manner. The City will provide affected employees thirty (30) days' notice and grace period prior to exercising the discretion to terminate coverage.
 3. Premiums will be paid to the approved health insurer or into a trust account established by the City for exclusive use in an approved insured self-funded health ("ISFH") program. All interest income produced by the ISFH account shall remain in the account.
 4. The City shall maintain a trust account for all premiums due payable by the City and by employee contribution.

5. Only charges relating to the provision of health benefits, payment of reinsurance costs, and third-party administration costs shall be made against the trust. No City administration costs will be charged against the fund.
6. The City shall maintain a "Section 125" plan allowing employees to utilize pre-taxed dollars, through payroll deduction, for their contributions for additional family coverage and other applicable expense.
7. The City agrees to discuss the health plan costs annually with respect to the City's contribution and the possibility of implementing a cafeteria plan to be used to pay medical premiums and expenses.

3. POST RETIREMENT HEALTH INSURANCE COVERAGE

1. TIER 1: Employees hired before the date of this Resolution and meet the minimum requirements listed below shall receive, and continue to receive after the termination of this Agreement, paid health insurance benefits based on the formula set forth below:
 - i. Any affected employee who is at least fifty (50) years of age, and elects a service retirement from the City, shall receive paid health insurance coverage for the retired employee and his or her dependent up to the City's self-funded health insurance plan rate for two-party premium if the employee completed twenty-five (25) years of service with the Gardena Police Department and was continuously enrolled in any of the City's health insurance plans during the twenty-five (25) years of service; or
 - ii. Any affected employee who is at least fifty (50) years of age, and elects a service retirement from the City, shall receive paid health insurance coverage for the retired employee up to the City's self-funded health insurance plan rate for single party premium if the employee completed fifteen (15) years of service with the Gardena Police Department and was continuously enrolled in any of the City's health insurance plans during the fifteen (15) years of service.
2. TIER 2: Employees hired on or after the date of this Resolution who meet the minimum requirements listed below shall receive the allocated health insurance coverage for the retired employee based on the City's self-funded health insurance plan rate for single party premium.
 - i. Twenty (20) years of service with the Gardena Police Department receives seventy-five percent (75%) of the single party rate; or
 - ii. Twenty-five (25) years of service with the Gardena Police Department receives one hundred percent (100%) of the single party rate;
 - iii. Enrollment in health insurance offered by the City for the minimum required years of service; and
 - iv. Age fifty (50) years; and
 - v. Service retirement from the City of Gardena.

- vi. Tier 2 retiree coverage shall terminate upon the following conditions, whichever occurs first, the date retiree becomes Medicare eligible or the death of retiree.
 3. The amount of the City's contribution shall be set at the same level as the amount for active employees unless the retiree is Medicare eligible in which case the City's contribution, if applicable, shall be at the Medicare rate. Any required co-payment for active employees will also be required for retirees. When applicable, this benefit shall accrue to the spouse upon death of an employee who is insured under this provision.
 4. All retirees who become eligible for another group health insurance plan through another employer must enroll in the subsequent employer's health insurance plan at the same level of coverage as provided through the City. At this time, the subsequent employer's coverage will be the primary payer and the City will be the secondary payer to the extent permitted in the Plan Document and Summary Plan Description. The City's post-retirement health insurance will revert to primary payer upon loss of coverage with the subsequent employer. During any period of post-retirement health insurance coverage, such coverage will cease upon non-payment of premium or if payment is not received in a timely manner. Should the City's group health insurance carrier no longer permit continuation, the City shall be under no obligation to continue allowing disability retirees to make self-payment to the City. In each of these instances, the retiree shall receive those benefits provided for in the Consolidated Omnibus Budget Reconciliation Act ("COBRA").
 4. **MEDICARE:** Tier 1 retired employees who become eligible for coverage under Medicare and/or a comparable governmental program shall thereupon no longer receive the full benefits available under the City's health insurance plan but instead shall receive, at the City's expense, supplemental health insurance coverage equal to the difference between the coverage available under the City's plan and the coverage available through Medicare and/or comparable government program. Failure to enroll in Medicare upon eligibility may result in loss of post-retirement health insurance through the City.
 5. **COBRA:** All regular full-time employees who retire from the City, or otherwise honorably separate from City service with less than the minimum requirements specified in Article 4, Section 3, C. shall be offered the opportunity to continue their participation in their group health insurance in effect at the time of such separation as provided for in the Consolidated Omnibus Reconciliation Act ("COBRA"). The cost of such participation by said separated employee shall be borne by the employee and paid directly to the health insurance carrier.
 6. **INDUSTRIAL DISABILITY:** In addition to the rights provided in the Consolidated Omnibus Reconciliation Act ("COBRA"), all regular full-time employees who retire from the City on industrial disability with less than the minimum requirements specified in Article 4, Section 3, C. shall be offered the opportunity to continue their participation in the group health insurance in effect at the time of such separation. The cost of such participation shall be borne by the retiree, and the premium shall be the same as the group composite rate (or the applicable rate of the multi-rate structure) in effect when each premium payment is due. The premium shall be paid directly to the City. When applicable, this benefit shall accrue to the spouse upon the death of such retiree who is insured under this provision.
- SECTION 4. LIFE INSURANCE:** All affected employees covered under this Resolution shall be provided Term Life Insurance in an amount equal to one and one-half (1 ½) times the actual annual salary of the covered employee.
- SECTION 5. WELLNESS STIPEND:** The Wellness Stipend is designed to encourage and support employees in achieving and maintaining a healthier lifestyle. All affected employees will receive up to five-

hundred dollars (\$500.00) per fiscal year to use towards qualified physical and wellness expenses. This amount shall be cumulative to a total of one-thousand dollars (\$1,000.00) every two fiscal years.

The policy for the Wellness Stipend will be set by the City and will be available in the City's Human Resources Office.

SECTION 6. TAKE HOME VEHICLE: Employees at the rank of Police Lieutenant may choose to take home their assigned vehicles at their discretion. At the discretion of the Police Chief, take home vehicles shall be returned if an affected employee is on leave.

City vehicles shall be used only in the performance of City business, including meetings, schools, conferences or other business-related events. City vehicles shall not be used for private or personal business, except for incidental stops during travel to and from the work site.

City and/or personal vehicles operated for City business shall be operated in a safe and courteous manner at all times. City and/or personal vehicles operated for City business shall be required to comply with the laws and ordinances concerning operation of motor vehicles and rules of the road and shall not be operated by an individual using or under the influence of drugs and/or alcohol. Seat belts for the driver and any passenger must be fastened at all times.

SECTION 7. SAFETY EQUIPMENT

A. SAFETY EQUIPMENT TO BE PROVIDED OR MADE AVAILABLE

1. The City shall continue to provide, or make available for use, at its expense, to all affected employees the following items of safety equipment: batons, helmets, ammunition, safety vests and flashlight batteries. The safety vests shall be National Institute of Justice approved.
2. The City shall continue to provide, at the City's expense, the following items of safety equipment to all affected employees: handcuffs, a raincoat, rain boots, a whistle, flashlight, flashlight bulbs, a belt (including four "keepers"), a cartridge case, a handcuff holder, a baton ring and a key ring), a holster and a service revolver or other suitable pistol and oleo resin capsicum spray in suitable carrier.
3. Items such as raincoats and flashlights (along with bulbs and batteries) may be supplied by the City to each employee on an as-needed basis, as opposed to being issued to each individual officer, to be maintained by him/her at all times during the course of employment.
4. Any affected employee may choose to purchase his/her own City-approved item of equipment at his/her own cost, either upon commencement of employment or at any time thereafter; provided, however, that the City will not contribute any funds towards the purchase of said equipment or toward the repair or replacement of any such equipment so purchased by the employee.
5. Any affected employee who elects to purchase a City-approved item of equipment instead of utilizing the City-issued equipment and then thereafter desires to utilize City-issued equipment may do so, whereupon the City shall provide such equipment. Thereafter, the employee shall be entitled to the same rights to cause such City-issued equipment to be repaired and replaced at City expense as described above.
6. Any employee provided with City-issued equipment that elects to utilize his/her own City-approved equipment must return the City-issued equipment to the City.

B. MAINTENANCE OF EQUIPMENT

1. The City shall either repair or replace such City-issued equipment where such action is necessary.
2. Employees who lose possession of or cause damage to equipment through their intentional or negligent conduct shall be subject to disciplinary action.
3. A safety employee who elects to receive City issued items of equipment shall be responsible for such items until returned to the Department.

C. DISPOSITION OF EQUIPMENT AT SEPARATION

1. Any equipment purchased and provided by the City to affected employees shall be returned to the City upon separation of employment. Upon separation, an employee may retain any equipment purchased by the employee at his/her own cost. This provision shall not be construed to mean that the Department or the City shall be obligated to approve a separated employee's right to carry a weapon.
2. An employee who honorably separates from City service may elect to purchase any of the following items of equipment which have been issued to him/her: handcuffs; a whistle; a flashlight; flashlight bulbs; a belt, including four keepers; a cartridge case; a handcuff holder; a baton ring; a key ring; a holster and a service revolver or other suitable pistol; a baton; a helmet; a safety vest, a motorcycle safety helmet; eye protective glasses; riding breeches; leather motorcycle jacket; leather gloves; and motorcycle boots.
3. All such purchases shall be purchased at the then-current replacement cost to the City for a new item at the below listed pro-rated amounts for said equipment based on the date of issuance:
 - i. 24-48 months from date of issuance at one-hundred percent (100%) of cost
 - ii. 49-96 months from date of issuance at fifty percent (50%) of cost
 - iii. 97 months or more from date of issuance at twenty-five percent (25%) of cost
4. This provision shall not be construed to mean that the Department or the City shall be obligated to approve a separated employee's right to carry a weapon. The City agrees to sell the above listed equipment only to the extent legally permissible by State, local and Federal law.

SECTION 8. SICK LEAVE

A. USE OF SICK LEAVE

1. Sick leave shall be taken only on an as-needed basis when the employee is ill, is too fatigued to perform his or her duties in an effective manner or has suffered a non-job-connected injury. Sick leave shall accrue at the rate of twelve and one-half (12.5) hours per month.
2. An employee on authorized sick leave will continue to accrue holiday and vacation benefits while on such sick leave, and the time spent on such sick leave will count towards other seniority benefits.

3. Sick leave accruals and use shall appear on the employee's paycheck statement.

B. SICK-LEAVE CONVERSION OPTION: Accrued sick leave may be converted to the equivalent amount of cash as defined under Article II, Section 8(A)(3) subject to the following conditions:

1. Upon honorable separation from the Department, each employee who has completed five (5) or more years of service with the City shall be compensated for all unused sick leave up to a maximum of one-thousand and one-hundred (1,100) hours, at the rate of fifty percent (50%) of the regular base compensation rate for that employee in his pay step and classification.
2. An employee who has completed twenty-six (26) or more years of satisfactory service with the department may elect to convert up to eighty (80) hours of sick time at a rate of fifty percent (50%) time conversion to vacation time. Converted sick time will be deducted from the total amount of one-thousand and one-hundred (1,100) hours the employee is allowed to sell back under sub-section B.3 described above.
3. An employee who uses more than forty (40) hours of sick time within sixty (60) days of separation from the department, without prior approval or verification of illness that is satisfactory to the department, shall forfeit their right to convert unused sick time in accordance with sub-section B.3 described above.

SECTION 9. BEREAVEMENT LEAVE

- A. An affected employee shall be entitled up to forty (40) hours leave with pay immediately after the death of a member of his/her immediate family.
- B. Immediate family is defined as: the employee's spouse, domestic partner child, mother, father, brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, or legal guardian.
- C. Up to an additional forty (40) hours of leave, chargeable to accrued sick leave, may be taken if approved by the Chief of Police or designee.

SECTION 10. HOLIDAY LEAVE

A. HOLIDAY LEAVE EARNED

1. All affected employees shall earn fifteen point sixty-three (15.63) hours per month, not to exceed one-hundred, eighty-seven and a half (187.50) hours each year in holiday leave earned.
2. Holiday leave earned shall be capped at a maximum of four-hundred (400) hours. Affected employees shall not accrue holiday leave above four-hundred (400) hours. If the maximum accrual amount is reached, the affected employee shall cease to accrue holiday leave until such bank is reduced below the maximum accrual amount of four-hundred (400) hours.
3. Any excess holiday banks previously established shall remain in its separate bank. However, the City and the Police Managers agree to remove any date that constitutes a "use it or lose it" provision on any excess holiday banks previously established by

resolution.

4. These hours earned (hereinafter referred to as "holidays") are in lieu of legal holidays or other holidays. Use of such holidays shall be in increments of full workdays.

B. HOLIDAY LEAVE ACCRUAL AND USE

1. Employees may take up to two (2) holidays in advance of the time actually earned. If permanently separated from City service, the employee must repay any used but unearned holiday time equal to the value of all unearned holidays, based on his or her then current regular base compensation as defined in Article 2, Section 5.
2. Unused holiday hours shall appear on the employee's paycheck statement.

C. PAY-OUT AT SEPARATION: When an employee permanently separates from service with the City, he or she shall receive compensation equal to the value of up to four-hundred (400) hours of unused, accrued holidays, based on his or her then current regular base compensation as defined in Article 2, Section 5.

1. Upon twenty (20) years of full-time service or more with the Gardena Police Department, an employee may elect to have unused holidays converted to hours for at a maximum of one-hundred, eighty-seven and a half (187.50) hours per year. The maximum holiday accrual pay-off upon separation will be up to four-hundred (400) hours. Holiday buybacks within two years of service retirement will be pensionable.

SECTION 11. VACATION

A. VACATION ACCRUALS AND USE

1. Vacation time shall be available for use immediately after it has been earned.
2. When an employee permanently separates from service with the City, he or she shall receive compensation equal to the value of up to five-hundred and fifty (550) hours of unused, accrued vacation time, based on his or her then current regular base compensation as defined in Article 2, Section 5.
3. Vacation leave balances shall appear on the employee's paycheck statement.
4. Vacations shall be taken at a time mutually agreed upon by the City and the employees.
5. Periods of absence from work because of sickness or other reasons mutually agreed upon during the employment term shall be considered as time worked in computation of the vacation credit, provided the employee given such leave shall return to work not later than the expiration of said leave for at least ninety (90) days. Holidays off with pay shall be considered as time worked.
6. After the first year of completed service, vacation shall accrue based on an eighty hour (80) pay period, regardless of the employee's work schedule.

7. Affected employees shall accrue and be allowed to carry forward into the next calendar year vacation leave according to the following schedule, unless the rate of accrual has been reduced per other provisions of this Agreement:

Years of Completed City Service	Hours Earned Per Month	Hours Earned Annually
1-4 years	9.75	117
5-9 years	14.00	168
10-14 years	16.50	198
15-19 years	18.00	216
20-25 years	10.75	129
26 years +	3.50	42

8. The City and the Police Managers agree to remove any date that constitutes a "use it or lose it" provision on any excess vacation banks previously established by resolution.
9. Upon completing twenty-five (25) years of service, and in addition to the accrual schedule for twenty-six (26) years of service provided above, Classic Safety Members shall accrue vacation of five and a half (5.5) hours per month, not to exceed sixty-six (66) hours annually. Vacation hours accrued by Classic Safety Members from the twenty-sixth (26th) year of service shall be held in a separate bank and shall be excluded from any buy back provisions.

Such accrual bank shall be capped at a maximum of one-hundred and thirty-two (132) hours. If the maximum accrual amount is reached, the affected Classic Safety Member shall cease to accrue vacation hours until such bank is reduced below the maximum accrual amount of one-hundred and thirty-two (132) hours.

10. Upon completing twenty-five (25) years of service, and in lieu of the accrual schedule for twenty-six (26) years of service provided above, only PEPRA Safety Members shall accrue vacation of eleven and a quarter (11.25) hours per month, not to exceed one-hundred and thirty-five (135) hours annually. Vacation hours accrued by PEPRA Safety Members from the twenty-sixth (26th) year of service shall be held in a separate bank and shall be excluded from any buy back provisions.

Such accrual bank shall be capped at a maximum of two-hundred and seventy (270) hours. If the maximum accrual amount is reached, the affected PEPRA Safety Member shall cease to accrue vacation hours until such bank is reduced below the maximum accrual amount of two-hundred and seventy (270) hours.

SECTION 12. MANAGEMENT LEAVE:

- A. Affected employees covered under this Resolution shall receive eighty (80) hours of Management Leave to be taken within the calendar year earned. All Management Leave hours will be credited to the employee on January 1 of each calendar year.
- B. Management Leave will be taken at a mutually convenient time for the employee and the Department. All Management Leave hours must be used within the calendar year earned or on December 31 of each calendar year any remaining balance will be forfeited.

- C. The value of Management Leave shall not be subject to City buy-back.

SECTION 13. FLOATING HOLIDAY: Affected employees shall not receive Floating Holiday.

ARTICLE V. LAYOFFS AND RECALL PROCEDURES

SECTION 1. REDUCTION IN WORKFORCE

- A. Ninety (90) days prior to implementing any reduction in the work force, the City will notify members of the Police Managers of its intent. During this ninety (90) day interval prior to the thirty-day notice described in subparagraph D, the City and the Police Managers will meet to discuss alternatives.
- B. The employee with the least amount of seniority in any classification affected by the lay-off will be the first laid off. This employee may, at the employee's choice, displace an employee in the next lower classification who has less total seniority in that classification than the employee who received the lay-off notification.
- C. When an employee bumps to a lower pay grade, all of his/her prior services shall be allowed in determining his/her seniority in such job classification. Employees who are displaced from their jobs as a result of this bumping procedure may themselves replace employees having less total seniority in the next lowest job classification as described above.
- D. An employee being laid off shall receive thirty (30) days' notice or the equivalent amount of pay in lieu.
- E. In the event of a layoff, the affected employee shall receive pay immediately for all accumulated time he/she is due.
- F. Employees will not continue to accumulate seniority, vacation, sick leave or any other service-related benefits during the period they are laid off but will retain only seniority benefits accumulated to the day of layoff.
- G. Employee retirement and insurance benefits cease at the time of and will not be paid during the time of the layoff period.
- H. Any employee laid off shall be placed on a Recall List for a period of two (2) years.

SECTION 2. REHIRING OF LAIDOFF WORKERS

- A. The Notice Regarding Employment to an employee who has been laid off shall be made by Registered Mail to the last known address of said employee. All seniority, with the exception of the actual time spent in the lay-off period, shall be reinstated to the employee upon re-employment.
- B. The City, upon rehiring, shall do so in the inverse order of seniority by hiring the last employee laid off, providing that such employee meets the minimum qualifications for a position to be filled.
 - i. An employee recalled and reinstated to the position he/she held as of his layoff shall assume the same salary step and seniority as he held at the time of layoff.

- ii. An employee reinstated from voluntary demotion to the position held as of his/her layoff shall accrue the same salary step and seniority as he/she held in his/her position of demotion.
- C. Failure to return to work within fifteen (15) days after being recalled by Registered Mail, Return Receipt Requested, unless due to actual illness or accident (the City may require substantial proof of illness or accident), will cause the employee to be removed from the layoff list and forfeit all seniority rights.

ARTICLE VI. WORKERS' COMPENSATION

SECTION 1. COVID-19 ILLNESS PRESUMPTION

- A. The City will presume any member of the Police Managers who test positive for COVID-19, after developing symptoms within fourteen (14) calendar days of working for the City, contracted the virus as a work-related injury (unless there is clear evidence the member contracted the virus while off-duty). The City waives its right to a ninety (90) day period to make this determination. In the event a member of the Police Managers needs to quarantine himself/herself, the City will either immediately accept the claim as an industrial injury or place the member on paid administrative leave until such determination can be made.

ARTICLE VII. MISCELLANEOUS

SECTION 1. FAIR TREATMENT: All affected employees shall be treated in a fair, equitable and impartial manner at all times in accordance with provisions of this Resolution and all current rules, regulations, policies and procedures of the City and the Police Department.

SECTION 2. RESOLUTION: This Resolution shall take effect immediately upon adoption by the City Council.

SECTION 3. REPEALS: Any previous resolutions, agreements and/or amendments of the City Council setting the wages, hours and terms and conditions of employment for Police Managers shall be repealed, in full or in part, by the adoption of this Resolution.

SECTION 4. CERTIFICATION: That the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered in the Book of Resolutions of the City of Gardena; and shall make a record 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 was passed and adopted.

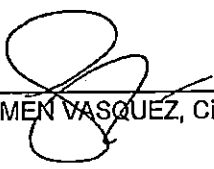
Passed, approved and adopted this 11th day of August 2020.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

**EXHIBIT A
SALARY SURVEY**

Police Managers	Salary + Longevity -PERS	Education + POST -PERS
El Segundo	Top Step + 20 Year Longevity	Highest EIB
Hawthorne	Top Step + 20 Year Longevity	Highest EIB
Manhattan Beach	Top Step + 20 Year Longevity	Highest EIB
Redondo Beach	Top Step + 20 Year Longevity	Highest EIB
Torrance	Top Step + 20 Year Longevity + 6 Years 6%	Highest EIB
Gardena	Top Step + 19 Year Longevity	Highest EIB
Gardena (Current Rates)	20-years: 5.0% of monthly step 26-years: 5.0% of monthly step	Bachelor Degree or P.O.S.T. Advanced: 12% of monthly step P.O.S.T. Management Certificate: 5% of monthly step
Difference	Percentage below average	Percentage below average

Note:

Classifications Included under Police Managers are Police Lieutenant, Police Captain, Deputy Police Chief and Chief of Police.

The Chief of Police is excluded from receiving Longevity 20 and the Educational Incentive Bonus for a Bachelor Degree or Advanced P.O.S.T.

Due to the COVID-19 pandemic, the City has suffered an unprecedented economic loss and seeks concessions to existing salary and benefits provisions. This salary concession shall be effective August 25, 2020 and remain in effect until June 30, 2021 and shall automatically revert to the original terms and conditions set forth in this Resolution for the purpose of the July 2021 salary survey. The terms of the concessions are set forth below:

1. Non-pensionable, monthly contribution payment valued at 3.3% of base salary to each employee's deferred compensation plan.
2. Monthly increase to the Educational Incentive Bonus (EIB) in the amount of two-hundred dollars (\$200.00).



City of Gardena

City Council Meeting

Agenda Item No. 5. D. (3)

Department: CONSENT
CALENDAR

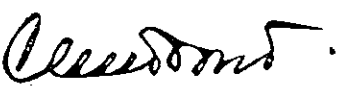
Meeting Date: 8/11/2020

Resolution No. 6476

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6476, AMENDING THE LIST OF AUTHORIZED GAMES AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
<ul style="list-style-type: none">• Adopt Resolution No. 6476	
<u>STAFF SUMMARY:</u> Staff respectfully recommends that the City Council adopt Resolution No. 6476 which amends the current list of authorized games and authorizes the play of certain games in licensed card clubs. On April 29, 2020 Larry Flynt's Lucky Lady Casino received written approval from the State of California Department of Justice, Bureau of Gambling Control to begin offering the game, <i>Face Up Pai Gow Poker</i> , for play at their club. On June 10, 2020, Larry Flynt's Lucky Lady Casino received written approval from the State of California Department of Justice, Bureau of Gambling Control to begin offering the game, <i>Dragon Dai Bacc</i> , for play at their club. This approval by the State of California is subject to the adoption of a formal resolution by the Gardena City Council.	
<u>FINANCIAL IMPACT/COST:</u> None	
<u>ATTACHMENT:</u> <ol style="list-style-type: none">1) Resolution No. 64762) Copies of Letters from the Department of Justice, Bureau of Gambling Control, temporary approval of the subject games and providing details of same.	
Submitted by:  , Clint Osorio, City Manager Date: 8/5/20	

RESOLUTION NO. 6476

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING THE LIST OF AUTHORIZED GAMES AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS

WHEREAS, Gardena Municipal Code Section 5.24.430 provides that licensed card clubs in the City of Gardena ("City") may play any game permitted under state law which is also permitted by resolution of the City Council; and

WHEREAS, the City Council approved those certain games to be played in licensed card clubs as listed in Resolution No. 6430; and

WHEREAS, from time to time licensed card clubs in the City have filed rules of play and requested authorization pursuant to Gardena Municipal Code Section 5.24.430 to play other games not previously listed and approved by City Council Resolution.

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

SECTION 1. That **Face Up Pai Gow Poker** and **Dragon Dai Bacc** games, offered in connection with authorized Poker Section and Promotional Games and played in accordance with the rules approved by the Bureau of Gambling Control on April 29, 2020, and on June 10, 2020, shall be permitted to be played in licensed card clubs in the City. The list of all such approved and permitted games is as follows:

POKER SECTION

2 WAY WINNER
5 CARD STUD
6 CARD STUD
7 CARD HI LO SPLIT
7 CARD STUD
7 CARRD STUD HI-LO REGULAR
21st CENTURY BACCARAT
21st CENTURY BACCARAT 9.0
21st CENTURY LUCKY 7 BACCARAT
BADACEY
BADEUCEY
BADUGI
BIG O HIGH-LOW SPLIT
BLACKJACK JACKPOT
BLAZING SEVENS JACKPOT PROGRESSIVE
BUSTER BLACK JACK BONUS BET
CALIFORNIA HIGH DRAW OPEN BLIND
CARIBBEAN STUD POKER
CRAZY PINEAPPLE
DOUBLE BOARD OMAHA
DRAGON BONUS BACCARAT- COMMISSION
FREE

DRAGON DAI BACC
DRAW
DRAWMAHA ACE-TO-FIVE
DRAWMAHA HI
EASY POKER
EASY POKER BONUS BET
EZ BACCARAT
EZ BACCARAT MODIFICATION
FACE UP PAI GOW POKER
HI LO DECLARE
HOLDEM
HOLDEM HI LO
HUSTLER CASINO POKER ROOM MEGA-
PROGRESSIVE JACKPOT
JACKPOT POKER
JACKS BACK HI LO
KANSAS CITY LOWBALL DEUCE TO SEVEN
LET IT RIDE BONUS
LOWBALL

LOWBALL DRAW WINNER LEAVE IT IN
MEXICAN POKER

Resolution No. 6476
AMENDING THE LIST OF AUTHORIZED GAMES
AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS

OMAHA AND POT LIMIT
OMAHA HI
OMAHA HI LO
OMAHA HI LO SPLIT
OMAHA AND POT LIMIT
OPEN FACE CHINESE POKER
PAN
PINEAPPLE
POCKET ACES CRACKED
POKER PAYS TO PLAY
RAZZ
RAZZDACEY
RAZZDEUCEY
SEVEN CARD STUD
SEVEN CARD STUD HIGH-LOW SPLIT
SHORT DECK HOLD'EM
SUPER 7 CARD STUD
SUPER 7 CARD STUD HI/LO

SUPER 7 CARD STUD HI/LO REGULAR
SUPER 9 JACKPOT
SUPER RAZZ
SUPER RAZZDACEY
SUPER RAZZDEUCEY
SUPER STUD POKER PROGRESSIVE JACKPOT
SUPER 7 CARD STUD HI/LO REGULAR
TABLE TOP JOKER POKER
TEXAS HOLD'EM
TEXAS STUD POKER
THREE CARD POKER
THREE CARD POKER 6 CARD BONUS
THREE CARD POKER PROGRESSIVE JACKPOT
TRIPLE ACES II
TRIPS
ULTIMATE TEXAS HOLD'EM
ULTIMATE TEXAS HOLD'EM PROGRESSIVE
JACKPOT

ASIAN SECTION

13 CARD
21ST CENTURY BLACKJACK 5.1 [Modified]
ASIAN STUD
BACCARAT
BLACKJACK JOKERS
BONANZA PAI GOW TILES
CALIFORNIA ACES
CALIFORNIA BLACKJACK
CASINO WAR
CENTURY21
CRAZY 4 POKER
EO11
FUNTAZEE 21
FORTUNE PAI GOW POKER
FORTUNE PAI GOW POKER PROGRESSIVE
JACKPOT
LUCKY MOON
MAHJONG
MISSISSIPPI STUD 3 CARD BONUS

MONSTER & BUSTER PAI GOW POKER
NO BUST BLACKJACK
NO BUST 21ST CENTURY BLACKJACK 4.0A
[Modified]
NO BUST 21ST CENTURY BLACKJACK 4.0B
[Modified]
NO BUST 21ST CENTURY BLACKJACK 6.2
PAI GOW GOLD DESIGNATED HAND
PROMOTION
PAI GOW GOLD PROGRESSIVE JACKPOT
PAI GOW POKER
PAI GOW POKER JACKPOT
PAI GOW TILES
PAN NINE
PAN NINE GOLD
SUPER PAN 9 MODIFICATION
TEXAS PAI GOW
TRIPLE PLAY
ZOOBAC

PROMOTIONAL GAMES

BONUS CHIP PROMOTION
CALIFORNIA GAMES PROMOTIONAL CHIPS
PROMOTION

EZ BACCARAT PROGRESSIVE JACKPOT
FOOD REWARD PROGRAM
GIFT CARD REWARD PROGRAM

Resolution No. 6476
AMENDING THE LIST OF AUTHORIZED GAMES
AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS

HUSTLER SPECIAL EVENTS PLAYER REWARDS
PROMOTION V2
HIGH HAND GIVEAWAY PROMOTION
JACKPOT GAMES
LIVE ACTION TOURNAMENT PROMOTION

PLAYER REWARDS PROGRAM [Modified]
POKER PROMOTIONAL CHIPS
SPECIAL EVENTS PLAYER REWARDS
SPORTS BRACKET

SECTION 2. That upon the approval and adoption of this resolution, Resolution No. 6430 shall be rescinded and shall no longer be in force and effect.

SECTION 3. 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 the City; and shall make a minute of the passage and adoption thereof on the records of the proceedings of the City Council for the meeting at which the same is passed and adopted.


Passed, approved, and adopted this 11th day of August, 2020.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



BUREAU OF GAMBLING CONTROL
2450 DEL PASO ROAD, SUITE 100
SACRAMENTO, CA 95834

April 29, 2020

Keith Sharp, Designated Agent
Larry Flynt's Lucky Lady Casino
301 North Lake Avenue, Suite 1100
Pasadena, CA 91101

TEMPORARY AUTHORIZATION

Effective Date: 04/29/2020
Expiration Date: 04/29/2022

BGC ID: GEGR-002139

RE: Face Up Pai Gow Poker Temporary Approval

Dear Keith Sharp:

The Bureau of Gambling Control (Bureau) has reviewed Larry Flynt's Lucky Lady Casino's request to offer the game of Face Up Pai Gow Poker for play. This letter is to inform you that the Bureau is granting temporary authorization for the dates provided above.

Larry Flynt's Lucky Lady Casino may begin offering the game for play, as enclosed, pending any approvals that may be required by the local jurisdiction. This letter of temporary approval and the enclosed rules shall be kept on file, at Larry Flynt's Lucky Lady Casino, and be readily available for review during all hours of operation. Any changes to the approved rules of play shall invalidate this temporary approval.

The Bureau reserves the right to: (1) review the lawfulness of the game of Face Up Pai Gow Poker; (2) notify all law enforcement agencies and gambling establishments if further review determines the game of Face Up Pai Gow Poker to be unlawful; (3) require gambling establishments to cease and desist offering the game of Face Up Pai Gow Poker if found to be unlawful; and (4) take action against those gambling establishments that decline to abide by the Bureau's cease and desist notification.

Larry Flynt's Lucky Lady Casino shall play the game of Face Up Pai Gow Poker in accordance with the Bureau approved temporary rules, as enclosed.

Although the Bureau has temporarily approved the game of Face Up Pai Gow Poker, it is the sole responsibility of Larry Flynt's Lucky Lady Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approval that may be required by the local jurisdiction before the game of Face Up Pai Gow Poker is offered for play. Larry Flynt's Lucky Lady Casino shall be fully responsible for ensuring that any approval required by local law enforcement is obtained prior to offering the game of Face Up Pai Gow Poker for play.

Larry Flynt's Lucky Lady Casino
Face Up Pai Gow Poker
Page 2 of 2

Any changes Larry Flynt's Lucky Lady Casino may wish to make in the future to the temporarily approved game enclosed shall be submitted to the Bureau along with the required fees, and will not be authorized until written notification of approval from the Bureau is received.

If you have any questions, please contact Merly Hernandez at (916) 559-6098 or via email at BGCgames@doj.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Meredith".

ANDREW MEREDITH, Manager
Game Review Unit

For XAVIER BECERRA
Attorney General

Enclosure

cc: Cheryleen Kau, Special Agent Supervisor, CES, Los Angeles

**Type of Game**

The game of Face Up Pai Gow Poker utilizes a player-dealer position and is a California game. The player-dealer shall collect all losing wagers, pay all winning wagers, and may not win or lose more than the original amount wagered. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the respective players. A player shall only remain in the player-dealer position for two consecutive rounds of play before it is offered in a clockwise fashion around the gaming table. The gambling enterprise does not participate in the actual play of the game and has no interest in the outcome of the play.

Object of the Game

The object of the game of Face Up Pai Gow Poker is to make a five-card hand and a two-card hand that ranks higher than the player-dealer's five-card hand and two-card hand. Face Up Pai Gow Poker is a Pai Gow Poker variant and plays like conventional Pai Gow Poker, except the player-dealer's hand is shown first. In addition, when the player-dealer's hand is shown and the ranking is a seven-card ace-high or king-high hand, then all player hands will automatically push (tie) and the players' base game wagers will be returned to the players.

Description of the Deck and Number of Decks Used

Face Up Pai Gow Poker is played with a standard 52-card deck including a joker for a total of 53 cards. Cards may be dealt using either a manual hand shuffle or an automated shuffling machine.

Card Values and Hand Rankings

The rank of each card used in Face Up Pai Gow Poker, in order of highest to lowest rank, will be: ace, king, queen, jack, 10, 9, 8, 7, 6, 5, 4, 3 and 2. The ace would be considered low any time the ace begins a Straight or a Straight Flush. The joker is fully wild. All suits will be considered equal in rank.

The hand rankings for the game of Face Up Pai Gow Poker, in order of highest to lowest, are as follows:

Face up Pai Gow Poker Hand Rankings

Hand Dealt	Hand Requirements
Five of a Kind	A hand that consists of four cards of the same rank and a joker. Four aces and a joker is the highest ranked Five of a Kind and four 2's and a joker is the lowest ranked Five of a Kind.
Royal Flush	A hand that consists of an ace, king, queen, jack and 10 of the same suit.
Straight Flush	A hand that consists of five cards of the same suit in consecutive ranking. A king, queen, jack, 10 and 9 is the highest ranked Straight Flush and a 5, 4, 3, 2 and ace is the lowest ranked Straight Flush.
Four of a Kind	A hand that consists of four cards of the same rank. Four aces is the highest ranked Four of a Kind and four 2's is the lowest ranked Four of a Kind.
Full House	A hand that consists of a Three of a Kind and a Pair. Three aces and two kings is the highest ranked Full House and three 2's and two 3's is the lowest ranked Full House.
Flush	A hand that consists of five cards of the same suit but are not in consecutive ranking. An ace, king, queen, jack and 9 is the highest ranked Flush and a 7, 5, 4, 3 and 2 is the lowest ranked Flush.

Face Up Pai Gow Poker



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Straight	A hand that consists of five cards in consecutive ranking, but are not the same suit. An ace, king, queen, jack and 10 is the highest ranked Straight and a 5, 4, 3, 2 and ace is the lowest ranked Straight.
Three of a Kind	A hand that consists of three cards of the same rank. Three aces is the highest ranked Three of a Kind and three 2's is the lowest ranked Three of a Kind.
Two Pair	A hand that consists of two Pair. Two aces and two kings is the highest ranked Two Pair and two 3's and two 2's is the lowest ranked Two Pair.
One Pair	A hand that consists of two cards of the same rank. Two aces is the highest ranked Pair and two 2's is the lowest ranked Pair.
High Card	A hand that consists of five cards that do not make any of the hands listed above. An ace, king, queen, jack and 9 is the highest ranked High Card hand and 7, 5, 4, 3, and 2 is the lowest ranked High Card hand.

Description of Table Used and Total Number of Seated Positions

Face Up Pai Gow Poker is played on a standard Pai Gow Poker table, which seats a maximum of six players and a player-dealer, for a total of seven seated positions. Within each betting area for each seated player, there shall be two separate betting areas representing each players' base game wager and the Fortune Bonus Bet. Each betting space at the table has a fixed amount for wagering limits defining the minimum and maximum amounts that may be wagered. Players must bet at least the table minimum.

Dealing Procedures and Round of Play

All wagers in Face Up Pai Gow Poker will be made by placing casino chips on the appropriate betting areas of the table layout keeping in mind the table minimum and maximum wagering limits.

1. At the start of a game a player is offered the player-dealer position. Once the player-dealer position is accepted, the house dealer shall wait for each player to make their wager in accordance with the table limits.
 - a. Each player then has the following option(s) when placing their wager(s):
 - i. The base game which pays 1 to 1;
 - ii. The Fortune Bonus Bet which pays according to the paytable, as shown below;
 1. If a player wagers at least \$5 on the Fortune Bonus Bet, the player qualifies for the Envy Bonus and the house dealer must place an "envy" button next to the player's Fortune Bonus Bet wager.
2. Third-Party Providers of Proposition Player Services (TPPPS), as defined in Section 19984 of the California Business and Professions Code, are permitted to play.
3. Backline betting is permitted on all wagers.
4. Once all wagers have been placed, the cards will be shuffled and dealt to players in the following way.
 - a. If the cards are hand shuffled then the house dealer will shuffle, cut, and complete the deal of seven piles of seven cards face-down in front of them. When dealing the seven piles of seven cards, the house dealer shall deal one card at a time in front of the house dealer position until there are seven cards, starting from left to right. Once there are seven cards laid out, the house dealer shall deal each pile another card, from right to left, giving each pile a total of two cards. This process of dealing cards left to right, then right to left, shall be completed until each pile has seven cards. The remaining four cards shall be placed in the discard pile.



- i. The player-dealer then selects one of the seven piles.
 - ii. The action button, which determines the first player to receive first action from the player-dealer, is placed on the selected pile and will be the first hand distributed once the placement of the action button has been determined.
 - iii. To determine who receives the action button, the house dealer will use a dice cup. The player-dealer shakes a dice cup, which contains three dice, and the numerical total of the three dice determines the position of the action button. When using the dice cup method, the player-dealer's position is always one, eight, and fifteen. Other seats in clockwise rotation, respectively represent the other numbers. If the random number or total dice value is one, eight, or fifteen, the player-dealer shall receive the first set of cards and the player to the left of the player-dealer shall receive the "Action" button.
 - iv. Once the first position is determined, the house dealer then distributes the seven piles of cards, starting with the action button and continuing clockwise.
 - v. The player-dealer receives their cards in turn according to the action.
 - vi. All seven piles of cards will be distributed to all seats at the table, regardless of whether a player is seated at each position or a wager has been placed. The house dealer will then spread the remaining cards to verify there are four cards remaining and placed in the discard pile.
- b. If a machine shuffler is used, the house dealer will use the shuffle machine to randomly intermix and deliver seven cards to each seat.
 - i. The action button, which determines the first player to receive first action from the player-dealer, is placed on the selected pile and will be the first hand distributed once the placement of the action button has been determined.
 - ii. To determine who receives the action button, the house dealer will use a dice cup method. The player-dealer shakes a dice cup, which contains three dice, and the numerical total of the three dice determines the position of the action button. When using the dice cup method, the player-dealer's position is always one, eight, and fifteen. Other seats in clockwise rotation, respectively represent the other numbers. If the random number or total dice value is one, eight, or fifteen, the player-dealer shall receive the first set of cards and the player to the left of the player-dealer shall receive the "Action" button.
 - iii. Once action is determined, the house dealer will deliver the first seven cards to the action seat and continue clockwise around the table.
 - iv. Each seven-card hand will be distributed by the shuffle machine and placed on the table by the house dealer, one at a time, from the house dealer's left to right, until all seven hands are dealt. The house dealer will then spread the remaining cards to verify there are four cards remaining and placed in the discard pile.
5. The player-dealer's hand will then be exposed and set before the players set their hands.
 - a. If the player-dealer has an ace-high or king-high seven-card hand, all player's wagers shall automatically push.
 - i. If the player-dealer's hand does not contain a seven-card ace-high or king-high hand, each player shall then set their hand.
 - b. The player-dealer has the option to ask the house dealer to set their hand according to the House Way chart.
 6. Once the player-dealer's hand is set, each player sets their hands by arranging the seven cards into a two-card hand in front, and a five-card hand in back.
 - a. The five-card hand must rank higher than the two-card hand, according to the hand rankings, as shown above.

Face Up Pai Gow Poker



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- b. The player has the option to ask the house dealer to set their hand according to the House Way chart below.
- c. Players do not have to set their hand the "House Way", they are free to set the hand in any fashion they choose as long as it is not a foul hand. If a player arranges the two-card hand so it out-ranks the five-card hand, this will be considered a foul and the player will automatically lose their wager.
7. Once the player's hands are set, each player's hand is exposed, in turn, and compared to the player-dealer's hands to determine the winners, losers, or push hands.
8. Each player's five-card hand will be compared to the player-dealer's five-card hand, and each player's two-card hand will be compared to the player-dealer's two-card hand, in turn.
9. Wagers will be settled in a clockwise manner around the table, starting with the player with the Action button.
10. All wagers will be settled from seat to seat (including backline betters) in the following order: the base game wager, then the Fortune Bonus Bet, and then the Envy Bonus. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer will be returned to the respective players.
11. The cards are collected, shuffled, and a new round begins.

Face Up Pai Gow Poker House Way Hand Set

Hand/Deal	House Way	Example				
High Card	Put 2 nd and 3 rd highest cards in front.	K ♦	J ♣			
		A ♥	10 ♣	7 ♠	5 ♥	3 ♦
One Pair	Put Pair in back, highest two cards in front.	A ♣	Q ♦			
		3 ♠	3 ♣	J ♥	8 ♦	4 ♣
Two Pair: High Pair is A's, K's, or Q's	Put small Pair in front.	3 ♦	3 ♠			
		K ♥	K ♠	7 ♥	6 ♣	2 ♦
Two Pair: High Pair is J's, 10's, or 9's	Put both Pairs in back if an ace can be played in the front, otherwise put small Pair in front.	A ♣	7 ♥			
		J ♦	J ♠	8 ♣	8 ♥	4 ♠
Two Pair: High Pair is 8's, 7's, or 6's	Put both Pairs in back if a king or higher can be played in the front; otherwise put small Pair in front.	K ♠	9 ♠			
		8 ♣	8 ♦	4 ♦	4 ♥	7 ♣
Two Pair: High Pair is 5's, 4's, or 3's	Put both Pairs in back if a queen or higher can be played in the front, otherwise put small Pair in front.	Q ♥	8 ♣			
		5 ♥	5 ♠	4 ♥	4 ♣	2 ♠

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Three Pair: With or without a Straight, Flush, or Straight Flush	Put highest Pair in front.	9 ♣	9 ♣	7 ♦	7 ♣	5 ♥	5 ♣	A ♣
Three of a Kind: Aces	Put an ace and highest single card in front.	A ♣	8 ♦	A ♦	A ♣	5 ♦	4 ♣	2 ♣
Three of a Kind: Kings and below	Put two highest single cards in front.	J ♥	10 ♣	K ♥	K ♦	K ♣	7 ♣	5 ♥
Two Three of a Kinds	Put highest Pair possible in front.	J ♣	J ♦	5 ♣	5 ♥	5 ♣	J ♣	A ♦
Straight, Flush, or Straight Flush with no Pair	Put the highest possible two cards in front that will leave a complete hand in back.	A ♣	9 ♣	6 ♣	5 ♣	4 ♣	3 ♦	2 ♣
Straight, Flush, or Straight Flush with one Pair	Put the highest possible two cards (Pair or no Pair) in front that will leave a complete hand in back.	J ♥	8 ♦	9 ♣	8 ♥	7 ♣	6 ♣	5 ♦
Straight, Flush, or Straight Flush with two Pair	Put a Pair in front with a complete hand in back otherwise play Two Pair strategy.	7 ♦	7 ♣	9 ♥	9 ♦	Q ♦	J ♦	4 ♦
Straight, Flush, or Straight Flush with Three of a Kind	Put Pair or ace in front with complete hand behind.	5 ♣	5 ♥	7 ♦	6 ♣	5 ♦	4 ♣	3 ♥
Full House with or without a Straight, Flush, or Straight Flush. (Three of a Kind and a Pair)	Put the highest Pair in front while keeping at least Three of a Kind behind.	4 ♣	4 ♥	8 ♥	8 ♣	8 ♦	A ♣	K ♥
Four of a Kind A's, K's, or Q's	Split to Pair-Pair.	Q ♣	Q ♦	Q ♥	Q ♣	9 ♣	7 ♦	5 ♣
Four of a Kind: J's, 10's, or 9's	Play Four of a Kind in back if at least a king can be played up front, otherwise split.	J ♦	J ♣	J ♥	J ♣	Q ♦	10 ♣	7 ♥

Face Up Pai Gow Poker



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Four of a Kind: 8's, 7's, or 6's	Play Four of a Kind in back if at least a queen can be played up front, otherwise split.	8 ♥	8 ♦	Bureau of Gambling Control		
		8 ♣	8 ♠			
Four of a Kind: 5's or below	Always play Four of Kind behind.	9 ♥	8 ♣	J ♣	7 ♠	4 ♦
		5 ♣	5 ♦	5 ♥	5 ♠	2 ♠
Four of a Kind with a Pair	Play the Pair in front and play Four of a Kind in back.	4 ♣	4 ♥			
		5 ♥	5 ♦	5 ♣	5 ♠	2 ♠
Five of a Kind	Play a Pair in front and play Three of a Kind in back.	A ♣	A ♠			
		A ♥	A ♦	Q ♣	K ♠	5 ♠

How Winners are Determined and Paid

Once each player has set their hands and the house dealer has set the player-dealer's hand, each player's hand shall be compared against the player-dealer's hand. The following shall apply for each possible outcome when determining which hand wins, loses, or if there is a push.

1. The base game wager wins if the two-card hand and the five-card hand, held by the player, ranks higher than the player-dealer's two-card hand and five-card hand.
2. The base game wager loses if the two-card hand and the five-card hand held by the player, ranks lower than the player-dealer's two-card hand and five-card hand.
3. The base game wager "pushes" if one of the hands held by the player ranks higher than the player-dealer's corresponding hand, and the player's other hand ranks lower than the player-dealer's corresponding hand. In this case, neither the player nor the player-dealer wins or loses; the wager is a push and is returned to the player.
 - a. The base game wager also "pushes" if the ranking of the player-dealer's shown hand is a seven-card ace-high or king-high hand. Neither the player nor the player-dealer wins or loses; the wager is a push and is returned to the player.
4. If either the two-card hand or the five-card hand is identical in rank to the player-dealer's two-card hand or five-card hand, it is a "copy hand." The player-dealer wins all copy hands.
5. The player-dealer will collect losing Fortune Bonus Bets and pays winning Fortune Bonus Bets to the extent of the player-dealer's wager.
6. A player qualifies for an Envy Bonus payout when a player places a Fortune Bonus Bet of at least \$5. The player-dealer shall pay all winning Envy Bonus' when a player at the table receives a Four of a Kind or higher, excluding the player-dealer hand or their own hand.

Face Up Pai Gow Poker



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**Bureau of Gambling
Control**

Bonus Bets

Fortune Bonus Bet

The Fortune Bonus Bet is an optional bonus bet that complements the game of Face Up Pai Gow Poker, as listed above. It is a wager that allows a player to bet that they will be dealt a predetermined and designated qualifying hand, as described below. There will be a distinctively marked circle on the table in which a player may place the optional bonus bet.

- A player has to place a base bet in order to place a Fortune Bonus Bet. Furthermore, the wager must be placed prior to the initial deal.
- Any seated player as well as any backline bettor may place a Fortune Bonus Bet.
- The Fortune Bonus Bet may be less than, equal to, or greater than the base game wager. However, it may not exceed the table limit.
- The bonus bet takes into account the first seven cards dealt as a player's hand. In the event that the first seven cards dealt to a player that placed a bonus bet is a predetermined and designated qualifying hand, as described below, the bonus bet will win. The player will then receive a monetary payout based on the bonus hand that the player has received and the payable, as shown below. Any other combination of the first seven cards dealt, other than the hands described below, will lose.
- The bonus bet may win regardless of the outcome of the base game wager.
- The player-dealer will pay all winning Fortune Bonus Bets and will collect all losing Fortune Bonus Bets. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer will be returned to the players.
- Winning Fortune Bonus Bets will be paid according to the table, as shown below.

Fortune Bonus Bet Paytable

Hand Dealt	Hand Requirements	Fortune Pays	Envy Pays
7 Card Straight Flush	A hand that consists of seven cards of the same suit in consecutive ranking.	500 to 1	\$250
Five Aces	A hand that consists of four aces and a joker.	250 to 1	\$50
Five of a Kind	A hand that consists of four cards of the same rank and a joker.	200 to 1	\$25
Royal Flush	A hand that consists of an ace, king, queen, jack and 10 of the same suit.	100 to 1	\$10
Straight Flush	A hand that consists of five cards of the same suit in consecutive ranking.	50 to 1	\$5
Four of a Kind	A hand that consists of four cards of the same rank.	25 to 1	\$5
Full House	A hand that consists of a Three of a Kind and a Pair.	5 to 1	
Flush	A hand that consists of five cards of the same suit but are not in consecutive ranking.	3 to 1	
Straight	A hand that consists of five cards in consecutive ranking, but are not the same suit.	2 to 1	

**Envy Bonus****Bureau of Gambling**

A player who places a wager of at least \$5 on the Fortune Bonus Bet will receive an Envy **Control** button and may qualify for the Envy Bonus payout if another player who placed a Fortune Bonus Bet receives a predetermined and designated qualifying hand, as shown above. Players will receive one Envy button for each Fortune Bonus Bet in an amount equal to or greater than \$5.

- The Envy Bonus takes into account the first seven cards dealt as a player's hand.
- Only seated players are eligible to receive an "Envy" button.
- In the event that the first seven cards dealt to a player that has placed a Fortune Bonus Bet is a predetermined and designated qualifying hand, as shown above, all players with an Envy button will win.
- Players are not eligible to win an Envy Bonus for their own hand.
- If multiple players have made a seven-card qualifying Fortune Bonus Bet and Envy Bonus hand, then all players with an Envy button will win, other than for their own hand.
- If multiple Envy Bonus hands are achieved, all players with Envy buttons will be paid for the multiple Envy payouts. However, players are not eligible to win an Envy Bonus for their own hand.
- Players will receive a fixed monetary payout based on the qualifying hand that another player has received and the pay table, as shown above.
- The Envy Bonus may win regardless of the outcome of the Face Up Pai Gow Poker base game wager.
- The player-dealer will pay qualifying Envy Bonuses and will collect Envy buttons that did not qualify to the extent of the player-dealer's wager.
- Qualifying Envy Bonus buttons will be paid according to the table, as shown above.

Face Up Pai Gow Poker

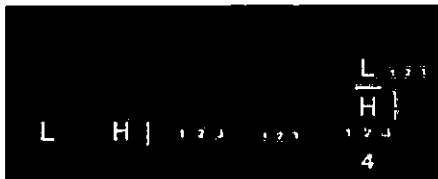
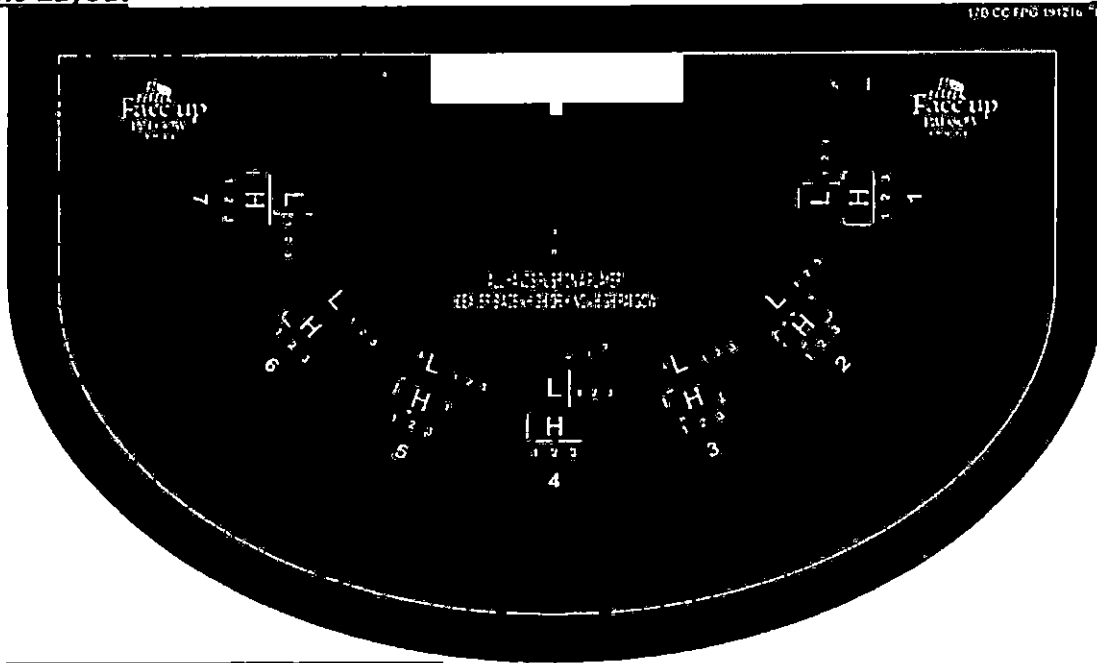


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Table Layout

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**Collection Rates Schedules****Bureau of Gambling
Control**

For **schedule options 1 through 14**, a collection fee will be taken from each player for each base game wager they place. A collection fee will also be taken from the player-dealer per hand. There shall be no additional collection fee taken from players for placing any bonus bet. All bonus bets may be less than, equal to, or more than the game wager as long as it is within the table limits. The collection fees shall be collected prior to cards being dealt or any round of play being conducted. There shall be a collection fee taken for each California Games Promotional Chip used (GEAR-001021).

Schedule Option	Table Limit	Player Collection	Player-Dealer Collection	California Games Promotional Chips
1	\$10-\$100	\$1	\$2	\$1
2	\$10-\$100	\$0	\$2	\$1
3	\$25-\$100	\$1	\$2	\$1
4	\$25-\$100	\$0	\$2	\$1
5	\$50-\$300	\$2	\$4	\$1
6	\$50-\$300	\$0	\$4	\$1
7	\$100-\$500	\$3	\$5	\$1
8	\$100-\$500	\$0	\$5	\$1
9	\$100-\$1,000	\$5	\$10	\$1
10	\$100-\$1,000	\$0	\$10	\$1
11	\$300-\$2,000	\$10	\$15	\$1
12	\$300-\$2,000	\$0	\$15	\$1
13	\$500-\$2,000	\$10	\$15	\$1
14	\$500-\$2,000	\$0	\$15	\$1

Collection Procedures

- California games utilize a player-dealer position. The position shall be offered systematically and continuously in a clockwise manner around the table after every two hands.
- All base game wagers, including bonus bets, are collected or paid, to the extent that the player-dealer's wager covers.
- Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the respective players.
- The gambling establishment does not participate in the actual play of the game and has no interest in the outcome of the play.
- Only one collection schedule option, which utilizes one table limit and the specified collection fees for that table limit, as listed above, shall be used at a gaming table at any one time.
- Collection rates and fees shall be determined prior to the start of play of any hand or round. Rates shall not be calculated as a fraction or percentage of wagers made or winnings earned.
- Flat fees on wagers may be assessed at different collection rates; however, no more than five collection rates may be established per table.
- Larry Flynt's Lucky Lady Casino shall provide ample notice to patrons regarding the collection rates and fees, as well as the procedure for collecting them.
- Collection fees shall be conspicuously posted on or within view of every gaming table.



BUREAU OF GAMBLING CONTROL
2450 DEL PASO ROAD, SUITE 100
SACRAMENTO, CA 95834

June 10, 2020

Keith Sharp, Designated Agent
Larry Flynt's Lucky Lady Casino
301 N. Lake Avenue, Suite 1100
Pasadena, CA 91101

TEMPORARY AUTHORIZATION

Effective Date: 06/10/2020

Expiration Date: 06/10/2022

BGC ID: GEGR-002145

RE: Dragon Dai Bacc Temporary Approval

Dear Keith Sharp:

The Bureau of Gambling Control (Bureau) has reviewed Larry Flynt's Lucky Lady Casino's request to offer the game of Dragon Dai Bacc for play. This letter is to inform you that the Bureau is granting temporary authorization for the dates provided above.

Larry Flynt's Lucky Lady Casino may begin offering the game for play, as enclosed, pending any approvals that may be required by the local jurisdiction. This letter of temporary approval and the enclosed rules shall be kept on file, at Larry Flynt's Lucky Lady Casino, and be readily available for review during all hours of operation. Any changes to the approved rules of play shall invalidate this temporary approval.

The Bureau reserves the right to: (1) review the lawfulness of the game of Dragon Dai Bacc; (2) notify all law enforcement agencies and gambling establishments if further review determines the game of Dragon Dai Bacc to be unlawful; (3) require gambling establishments to cease and desist offering the game of Dragon Dai Bacc if found to be unlawful; and (4) take action against those gambling establishments that decline to abide by the Bureau's cease and desist notification.

Larry Flynt's Lucky Lady Casino shall play the game of Dragon Dai Bacc in accordance with the Bureau approved temporary rules, as enclosed.

Although the Bureau has temporarily approved the game of Dragon Dai Bacc, it is the sole responsibility of Larry Flynt's Lucky Lady Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approval that may be required by the local jurisdiction before the game of Dragon Dai Bacc is offered for play. Larry Flynt's Lucky Lady Casino shall be fully responsible for ensuring that any approval required by local law enforcement is obtained prior to offering the game of Dragon Dai Bacc for play.

Larry Flynt's Lucky Lady Casino
Dragon Dai Bacc
Page 2 of 2

Any changes Larry Flynt's Lucky Lady Casino may wish to make in the future to the temporarily approved game enclosed shall be submitted to the Bureau along with the required fees, and will not be authorized until written notification of approval from the Bureau is received.

If you have any questions, please contact Austin Mehlmauer at (916) 830-9059 or via email at BGCgames@doj.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew C. Meredith".

ANDREW MEREDITH, Manager
Game Review Unit

For XAVIER BECERRA
Attorney General

Enclosure

cc: Cheryleen Kau, Special Agent Supervisor, CES, Los Angeles



JUN 10 2020

Type of Game

Bureau of Gambling

The game of Dragon Dai Bacc utilizes a player-dealer position and is a California game. The player-dealer shall collect all losing wagers, pay all winning wagers, and may not win or lose more than the original amount wagered. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the respective players. A player shall only remain in the player-dealer position for two consecutive rounds of play before it is offered in a clockwise fashion around the gaming table. The gambling enterprise does not participate in the actual play of the game and has no interest in the outcome of the play.

Object of the Game

The object of the game is to place a bet on either the Player line hand or the Banker line hand the player believes will have an accumulated point value closer to nine than the other hand. Additionally, there are four optional bonus bets the players may wager on: Tie Bet, Kill the Ox/Tiger Bonus Bet, Tiger 7 Bonus Bet, and the Ox 8 Bonus Bet.

Description of the Deck and Number of Decks Used

The game is played using a standard 52-card deck and no jokers. Cards will be dealt using a multiple deck "shoe," and will be shuffled by hand or by using an automated shuffling machine; between three to eight decks will be used in the play of the game.

Card Values and Hand Rankings

The value of each card used in Dragon Dai Bacc will be as follows: aces have a value of one, two through nine have their face value, while picture cards (king, queen, jack) and tens have a value of zero. When the total numerical value of the cards equal ten or more, only the right-hand digit (numeric count) is considered.

EXAMPLE: Two cards on the Banker line hand, a queen and a five, add up to a total of 15, drop the 1 and the hand value is 5.

The ranking of hands for Dragon Dai Bacc, in order from highest to lowest rank, will be:

Dragon Dai Bacc Hand Rankings

Hand Dealt	Hand Requirements
Natural 9	A two-card hand with a value of nine. A Natural 9 will only be achieved when the first two cards dealt to a hand is valued at nine.
Natural 8	A two-card hand with a value of eight. A Natural 8 will only be achieved when the first two cards dealt to a hand is valued at eight.
Nine or Eight	A three-card hand with a value of nine or eight.
Seven through Zero	A two-card or three-card hand with a value of seven, six, five, four, three, two, one or zero.

Description of Table Used and Total Number of Seated Positions

The game shall be played on a standard blackjack table and accommodates up to seven active players and a player-dealer position for a total of eight seated positions. Within each betting area for each seated player, there shall be six separate betting spaces specifically designated for two separate controlled game wagers and four optional bonus bets: the Player line hand, the Banker line hand, the Tie Bet, the Kill the Ox/Tiger Bonus Bet, the Tiger 7 Bonus Bet, and the Ox 8 Bonus Bet. Each betting space at the table has a fixed amount for wagering limits defining the minimum and maximum amounts players may wager. Players must bet at least the table minimum. Backline betting is permitted on all wagers.

Dragon Dai Bacc



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Dealing Procedures and Round of Play

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1. Third-Party Providers of Proposition Player Services, as defined in Section 19984 of the California Business and Professions Code, are permitted to play.
2. At the start of a game, the player-dealer position is offered to the players starting with the first active patron in the seated position to the left of the house dealer. Once a player-dealer position has been established for the game, the house dealer shall wait for each player to place their wager(s) within the table limits as listed below.
3. The house dealer will shuffle/mix the cards.
4. Each player has the following option(s) when placing their wager(s):
 - a. The Player line hand, which pays 1 to 1;
 - b. The Banker line hand, which pays 1 to 1;
 - c. Regardless if the player placed a wager on either the Player line or the Banker line, the player may place a wager on the Tie Bet, which pays 8 to 1;
 - d. Regardless if the player placed a wager on either the Player line or the Banker line, the player may place a wager on the Tiger 7 Bonus Bet, which pays 40 to 1.
 - e. Regardless if the player placed a wager on either the Player line or the Banker line, the player may place a wager on the Ox 8 Bonus Bet, which pays 25 to 1.
 - f. Regardless if the player placed a wager on either the Player line or the Banker line, the player may place a wager on the Kill the Ox/Tiger Bonus Bet, which pays 60 to 1.
5. Once all wagers are placed, the house dealer deals one card to the right and one card to the left, one by one in rotation, until the Banker line hand and the Player line hand have a total of two cards each. All cards are dealt face-down.
 - a. The hand to the left of the house dealer is a community hand and belongs to those who placed a bet on the Banker line hand.
 - b. The hand to the right of the house dealer is a community hand and belongs to those who placed a bet on the Player line hand.
 - c. The house dealer will then turn the player line hand face-up and then the banker line hand face-up.
6. The Player line hand is resolved first and then the Banker line hand is resolved.
7. After the house dealer delivers the first two cards to both the Player line hand and the Banker line hand, the following Dragon Dai Bacc rules are followed.
 - a. The Player line hand must stand when the hand is valued at six through nine, and must hit when the hand is valued at five or less.
 - b. If the Player line hand stands, then the Banker line hand must hit on a total of five or less.
 - c. If the Player line hand hits for a complete hand, then the Banker line hand hits using the following rules:
 - i. If the Banker line hand total is three, then the Banker line hand is dealt a third card unless the third card dealt to the Player line hand was an eight.
 - ii. If the Banker line hand total is four, then the Banker line hand is dealt a third card unless the third card dealt to the Player line has a value of zero, one, eight, or nine.
 - iii. If the Banker line hand total is five, then the Banker line hand is dealt a third card if the third card dealt to the Player line hand was four, five, six, or seven.
 - iv. If the Banker line hand total is six, then the Banker line hand is dealt a third card if the third card dealt to the Player line hand was a six or seven.
 - v. If the first two cards dealt to the Player line hand equal a natural, the Banker line hand will not be allowed to draw any additional cards.
 - vi. If the first two cards dealt to the Banker line hand equal a natural, the Player line hand will not be allowed to draw any additional cards.

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8. The following chart shows when the Banker line hand hits (H) or stands (S) according to the rules above:

Banker's Score	Player's Third Card									
	0	1	2	3	4	5	6	7	8	9
7	S	S	S	S	S	S	S	S	S	S
6	S	S	S	S	S	S			S	S
5	S	S	S	S					S	S
4	S	S							S	S
3									S	
2										
1										
0										

9. The hand closest to nine wins.
10. The action on payouts will always begin with the player to the right of the player-dealer position and continue counter-clockwise. All wagers will be settled from seat to seat (including backline bettors) in the following order: all Player line wagers, all Banker line wagers, all Tie Bets, all Tiger 7 Bonus Bets, all Ox 8 Bonus Bets, and then all Kill the Ox/Tiger Bonus Bets.
11. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer will be returned to the players.

How Winners are Determined and Paid

Once both hands have been completed, according to the rules above, the player's wagers are settled. The following shall apply for each possible outcome when determining the winner. The player-dealer shall pay and collect all wagers accordingly to the extent they have wagered:

- The player-dealer shall pay all winning Player line wagers made by players when the Player line hand is closer to nine than the Banker line hand.
- The player-dealer shall pay all winning Banker line wagers made by players when the Banker line hand is closer to nine than the Player line hand.
- The player-dealer shall collect all losing Player line wagers when the Banker line hand is closer to nine than the Player line hand.
- The player-dealer shall collect all losing Banker line wagers when the Player line hand is closer to nine than the Banker line hand.
- If the Banker line hand equals seven with three cards and is closer to nine than the Player line hand, all Banker line wagers push.
- If the first two cards dealt to the Player line hand equal a natural, the Banker line hand will not be allowed to draw any additional cards and the hands shall be settled as-is.
- If the first two cards dealt to the Banker line hand equal a natural, the Player line hand will not be allowed to draw any additional cards and the hands shall be settled as-is.
- If both the Player line hand and Banker line hand are of the same value, a tie, all Banker line and Player line wagers will push.



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Control**Bonus Bets****Tie Bet**

The optional Tie Bet takes into account the total value of the Player line hand and the Banker line hand after each hand has been completed according to the rules above. The Tie Bet wins when the total of the Player line hand and the total of the Banker line hand are equal.

- A player may place a Tie Bet regardless if they have placed a Player line wager or a Banker line wager prior to the initial deal.
- Winning Tie Bet wagers shall be paid 8 to 1.
- The player-dealer will pay all winning Tie Bets and collect all losing Tie Bets. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer will be returned to the players.
- See the collection rate schedule for restrictions on the amount to be wagered on the Tie Bet and if any collection fees are to be taken.

Kill the Ox/Tiger Bonus Bet

The optional Kill the Ox/Tiger Bonus Bet takes into account the cards in the Player line hand or the Banker line hand. If the Player line hand has a three-card hand equaling eight and loses to the Banker line hand, all Kill the Ox/Tiger Bonus Bets win. In addition, if the Banker line hand has a three-card hand equaling seven and loses to the Player line hand, all Kill the Ox/Tiger Bonus Bets win. Any other instances, the Kill the Ox/Tiger Bonus Bet shall lose.

- A player may place a Kill the Ox/Tiger Bonus Bet regardless if they have placed a Player line wager or a Banker line wager prior to the initial deal.
- Winning Kill the Ox/Tiger Bonus Bets are paid 60 to 1.
- The player-dealer will pay all winning Kill the Ox/Tiger Bonus Bets and collect all losing Kill the Ox/Tiger Bonus Bets. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer will be returned to the players.
- See the collection rate schedule for restrictions on the amount to be wagered on the Kill the Ox/Tiger Bonus Bets and if any collection fees are to be taken.

Tiger 7 Bonus Bet

The optional Tiger 7 Bonus Bet takes into account only the cards in the Banker line hand. If the Banker line hand wins with a three-card hand equaling seven, all Tiger 7 Bonus Bets win. If the Banker line hand does not win with a three-card hand equaling seven, all Tiger 7 Bonus Bets shall lose.

- A player may place a Tiger 7 Bonus Bet regardless if they have placed a Player line wager or a Banker line wager prior to the initial deal.
- Winning Tiger 7 Bonus Bets are paid 40 to 1.
- The player-dealer will pay all winning Tiger 7 Bonus Bets and collect all losing Tiger 7 Bonus Bets. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer will be returned to the players.
- See the collection rate schedule for restrictions on the amount to be wagered on the Tiger 7 Bonus Bets and if any collection fees are to be taken.

Dragon Dai Bacc

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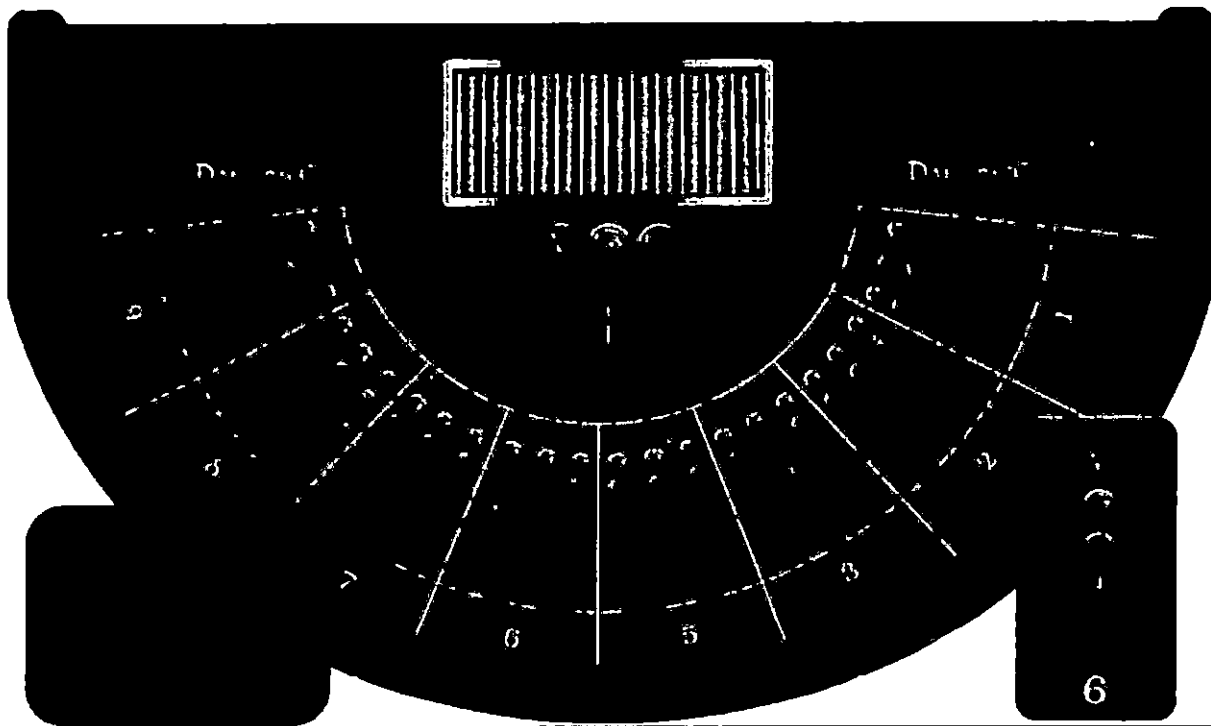
Control

Ox 8 Bonus Bet

The optional Ox 8 Bonus Bet takes into account only the cards in the Player line hand. If the Player line hand wins with a three-card hand equaling eight, all Ox 8 Bonus Bets win. If the Player line hand does not win with a three-card hand equaling eight, all Ox 8 Bonus Bets shall lose.

- A player may place an Ox 8 Bonus Bet regardless if they have placed a Player line wager or a Banker line wager prior to the initial deal.
- Winning Ox 8 Bonus Bets are paid 25 to 1.
- The player-dealer will pay all winning Ox 8 Bonus Bets and collect all losing Ox 8 Bonus Bets. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer will be returned to the players.
- See the collection rate schedule for restrictions on the amount to be wagered on the Ox 8 Bonus Bets and if any collection fees are to be taken.

Table Layout



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Control**Collection Rates Schedules**

For **schedule options 1 through 8**, a collection fee shall be taken per hand from the player-dealer position based on the Total Table Action, which the sum of all players' base game wagers and bonus bets. There shall be no collection fee taken from any players for placing any base game wagers or bonus bets. All bonus bets may be less than, equal to, or greater than the base game wager as long as they are within the table limits. There shall be a collection fee taken from the player for each CA Games Promotional Chips (GEAR-001021) used. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.

Schedule Option	Table Limit	Total Table Action	Player-Dealer Collection	Player Collection	CA/Asian Promotional Chips
1	\$10 - No Limit	\$10-\$50	\$1	\$0	\$1
		\$51-\$300	\$2		
		\$301-\$500	\$3		
		\$501+	\$7		
2	\$10 - No Limit	\$10-\$100	\$1	\$0	\$1
		\$101-\$300	\$2		
		\$301-\$500	\$3		
		\$501+	\$7		
3	\$10 - No Limit	\$10-\$100	\$1	\$0	\$1
		\$101-\$300	\$2		
		\$301-\$1000	\$5		
		\$1001+	\$10		
4	\$10 - No Limit	\$10-\$100	\$2	\$0	\$1
		\$101-\$300	\$3		
		\$301-\$1000	\$6		
		\$1001+	\$10		
5	\$10 - No Limit	\$10-\$300	\$2	\$0	\$1
		\$301-\$500	\$4		
		\$501-\$1000	\$7		
		\$1001+	\$11		
6	\$25 - No Limit	\$25-\$100	\$1	\$0	\$1
		\$101-\$300	\$2		
		\$301-\$1000	\$6		
		\$1001+	\$12		
7	\$25 - No Limit	\$25-\$100	\$1	\$0	\$1
		\$101-\$300	\$2		
		\$301-\$1100	\$7		
		\$1101+	\$15		
8	\$25 - No Limit	\$25-\$300	\$2	\$0	\$1
		\$301-\$700	\$4		
		\$701-\$3000	\$10		
		\$3001+	\$20		

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For **schedule options 9 through 37**, a collection fee shall be taken per hand from the player dealer position based on the Total Table Action, which is the sum of all players' base game wagers and bonus bets. There shall be no collection fee taken from any players for placing any base game wagers or bonus bets. All bonus bets may be less than, equal to, or greater than the base game wager as long as it is within the table limits. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.

Schedule Option	Table Limit	Total Table Action	Player-Dealer Collection	Player Collection
9	\$25 - No Limit	\$25-\$100	\$1	\$0
		\$101-\$300	\$2	
		\$301-\$700	\$4	
		\$701-\$1000	\$8	
		\$1001+	\$12	
10	\$25 - No Limit	\$25-\$100	\$1	\$0
		\$101-\$300	\$2	
		\$301-\$500	\$3	
		\$501-\$1100	\$7	
		\$1101+	\$15	
11	\$25 - No Limit	\$25-\$300	\$2	\$0
		\$301-\$700	\$4	
		\$701-\$1000	\$8	
		\$1001-\$3000	\$12	
		\$3001+	\$20	
12	\$25 - No Limit	\$25-\$300	\$2	\$0
		\$301-\$800	\$6	
		\$801-\$1500	\$10	
		\$1501-\$3000	\$12	
		\$3001+	\$30	
13	\$25 - No Limit	\$25-\$300	\$2	\$0
		\$301-\$700	\$5	
		\$701-\$1000	\$8	
		\$1001-\$3000	\$15	
		\$3001+	\$25	
14	\$50 - No Limit	\$50-\$200	\$2	\$0
		\$201-\$600	\$5	
		\$601-\$1500	\$10	
		\$1501-\$3000	\$25	
		\$3001+	\$40	
15	\$50 - No Limit	\$50-\$200	\$2	\$0
		\$201-\$600	\$5	
		\$601-\$2000	\$12	
		\$2001-\$3500	\$30	
		\$3501+	\$50	



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16	\$50 - No Limit	\$50-\$300	\$2	\$0
		\$301-\$1000	\$7	
		\$1001-\$2000	\$15	
		\$2001-\$4000	\$25	
		\$4001+	\$50	
17	\$50 - No Limit	\$50-\$300	\$1	\$0
		\$301-\$1000	\$5	
		\$1001-\$2000	\$15	
		\$2001-\$5000	\$25	
		\$5001+	\$50	
18	\$50 - No Limit	\$50-\$500	\$2	\$0
		\$501-\$1000	\$7	
		\$1001-\$2000	\$15	
		\$2001-\$5000	\$25	
		\$5001+	\$50	
19	\$100 - No Limit	\$100-\$300	\$2	\$0
		\$301-\$800	\$5	
		\$801-\$1200	\$10	
		\$1201-\$1800	\$15	
		\$1801+	\$25	
20	\$100 - No Limit	\$100-\$799	\$1	\$0
		\$800-\$3999	\$20	
		\$4000-\$5999	\$40	
		\$6000-\$8999	\$60	
		\$9000+	\$75	
21	\$100 - No Limit	\$100-\$500	\$3	\$0
		\$501-\$2000	\$15	
		\$2001-\$6000	\$30	
		\$6001-\$10000	\$70	
		\$10001+	\$100	
22	\$100 - No Limit	\$100-\$1000	\$5	\$0
		\$1001-\$3000	\$12	
		\$3001-\$10000	\$25	
		\$10001-\$15000	\$75	
		\$15001+	\$125	
23	\$100 - No Limit	\$100-\$1000	\$3	\$0
		\$1001-\$5000	\$15	
		\$5001-\$10000	\$50	
		\$10001-\$15000	\$100	
		\$15001+	\$150	
24	\$300 - No Limit	\$300-\$1200	\$3	\$0
		\$1201-\$4000	\$12	
		\$4001-\$6000	\$40	
		\$6001-\$10000	\$60	
		\$10001+	\$80	



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25	\$300 - No Limit	\$300-\$1000	\$5	\$0
		\$1001-\$2000	\$15	
		\$2001-\$6000	\$30	
		\$6001-\$10000	\$70	
		\$10001+	\$100	
26	\$300 - No Limit	\$300-\$1000	\$5	\$0
		\$1001-\$3000	\$15	
		\$3001-\$6000	\$40	
		\$6001-\$12000	\$80	
		\$12001+	\$125	
27	\$300 - No Limit	\$300-\$1200	\$3	\$0
		\$1201-\$4000	\$15	
		\$4001-\$8000	\$25	
		\$8001-\$20000	\$50	
		\$20001+	\$80	
28	\$300 - No Limit	\$300-\$1000	\$3	\$0
		\$1001-\$4000	\$15	
		\$4001-\$8000	\$30	
		\$8001-\$20000	\$50	
		\$20001+	\$100	
29	\$300 - No Limit	\$300-\$1000	\$5	\$0
		\$1001-\$2000	\$25	
		\$2001-\$8000	\$50	
		\$8001-\$20000	\$90	
		\$20001+	\$150	
30	\$500 - No Limit	\$500-\$1200	\$3	\$0
		\$1201-\$4000	\$12	
		\$4001-\$6000	\$40	
		\$6001-\$10000	\$60	
		\$10001+	\$80	
31	\$500 - No Limit	\$500-\$1500	\$5	\$0
		\$1501-\$2500	\$15	
		\$2501-\$5000	\$25	
		\$5001-\$15000	\$45	
		\$15001+	\$65	
32	\$500 - No Limit	\$500-\$1500	\$7	\$0
		\$1501-\$3500	\$20	
		\$3501-\$7000	\$50	
		\$7001-\$15000	\$90	
		\$15001+	\$150	
33	\$500 - No Limit	\$500-\$5000	\$7	\$0
		\$5001-\$10000	\$30	
		\$10001-\$15000	\$75	
		\$15001-\$20000	\$100	
		\$20001+	\$150	



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34	\$500 - No Limit	\$500-\$10000	\$7	\$0
		\$10001-\$20000	\$50	
		\$20001-\$30000	\$100	
		\$30001-\$40000	\$150	
		\$40001+	\$200	
35	\$1000 - No Limit	\$1000-\$10000	\$10	\$0
		\$10001-\$15000	\$50	
		\$15001-\$20000	\$100	
		\$20001-\$30000	\$150	
		\$30001+	\$200	
36	\$1000 - No Limit	\$1000-\$10000	\$10	\$0
		\$10001-\$15000	\$100	
		\$15001-\$20000	\$150	
		\$20001-\$30000	\$200	
		\$30001+	\$300	
37	\$1000 - No Limit	\$1000-\$10000	\$10	\$0
		\$10001-\$20000	\$50	
		\$20001-\$30000	\$100	
		\$30001-\$40000	\$150	
		\$40001+	\$200	

Collection Rates for California Games

- California games utilize a player-dealer position. The position shall be offered systematically and continuously in a clockwise manner around the table after every two hands.
- All controlled game wagers, including bonus bets, are collected or paid, to the extent that the player-dealer's wager covers.
- Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the respective players.
- The gambling establishment does not participate in the actual play of the game and has no interest in the outcome of the play.
- Only one collection schedule option, which utilizes one table limit and the specified collection fees for that table limit, as listed above, shall be used at a gaming table at any one time.
- Collection rates and fees shall be determined prior to the start of play of any hand or round. Rates shall not be calculated as a fraction or percentage of wagers made or winnings earned.
- Flat fees on wagers may be assessed at different collection rates; however, no more than five collection rates may be established per table.
- Larry Flynt's Lucky Lady Casino shall provide ample notice to patrons regarding the collection rates and fees, as well as the procedure for collecting them.
- Collection fees shall be conspicuously posted on or within view of every gaming table.



City of Gardena

City Council Meeting

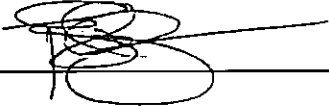
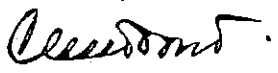
Agenda Item No. 5. D. (4)
Department: CONSENT
CALENDAR
Meeting Date: 08/11/2020
Ordinance No. 1820

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: CDD – ORDINANCE No. 1820, Adoption of an Ordinance making changes to Title 18 of the Gardena Municipal Code relating to Residential Development and Time Extensions for Entitlements Applicant: City of Gardena
(Introduced by Mayor Pro Tem Henderson, July 28, 2020)

APPLICANT: City of Gardena

<u>COUNCIL ACTION REQUIRED:</u>		<u>Action Taken</u>
▪ Adopt Ordinance No. 1820		
<u>RECOMMENDATION AND STAFF SUMMARY:</u>		
Staff respectfully recommends that the City Council adopt Ordinance No. 1820.		
At the July 28, 2020 City Council meeting Mayor Pro Tem Henderson introduced Ordinance No. 1820.		
Ordinance No. 1820 makes changes to Title 18 of the Gardena Municipal Code relating to residential development and time extensions for entitlements.		
The project will not have a significant effect on the environment and is therefore exempt from the California Environmental Quality Act (CEQA) pursuant to the common sense exemption found in Section 15061.b.3 of the CEQA Guidelines.		
<u>FINANCIAL IMPACT/COST:</u> None		
<u>ATTACHMENTS</u>		
Ordinance No. 1820		
Submitted by: 	Raymond Barragan, Acting Community Development Director	Date: 08/05/2020
Concurred by: 	Clint Osorio, City Manager	Date: 08/05/2020

ORDINANCE NO. 1820

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, MAKING ADDITIONAL CHANGES TO TITLE 18, ZONING, OF THE GARDENA MUNICIPAL CODE RELATING TO RESIDENTIAL DEVELOPMENT AND TIME EXTENSIONS FOR ENTITLEMENTS

WHEREAS, California is facing a housing crisis; and

WHEREAS, staff continues to receive applications for high density developments which point out places where the City's Zoning law should be adjusted to provide additional flexibility to developers so that they may make individual determinations based on market considerations as to the best layout for each project; and

WHEREAS, modifications to the development standards are required in order that projects may be developed to the allowed densities of the zone; and

WHEREAS, staff will begin to work on an overall update to the City's Zoning law at a future time to modernize the City's Zoning law; and

WHEREAS, staff has determined that it is in the best interests to continue to process these changes in phases so that the simpler changes can continue to be quickly implemented; and

WHEREAS, during the time that staff was working on the changes to the development standards, the Pandemic caused by COVID-19 caused all non-essential services to cease operations and caused havoc with the economy; and

WHEREAS, the period of recovery from the Pandemic will be not be immediate; and

WHEREAS, the City Council believes that extensions should be granted for all discretionary planning entitlements and applicants should have the ability to obtain additional extensions as needed; and

WHEREAS, the Planning Commission held a duly noticed public hearing on Ordinance No. 1820 on April 21, 2020 at which time it considered all evidence presented, both written and oral; and

WHEREAS, at the close of the public hearing the Planning Commission adopted a Resolution recommending approval of this Ordinance; and

WHEREAS, the City Council held a duly noticed public hearing on Ordinance No. 1820 on May 26, 2020 at which time it considered all evidence presented, both written and oral; and

WHEREAS, the City Council directed that the Ordinance be brought back before them at a special meeting to further to discuss the matter; and

WHEREAS, based on the initial input received from the City Council staff made modifications to Ordinance No. 1820 and on June 18, 2020, the City Council held a duly noticed public hearing at a Special Meeting at which time the revised Ordinance was reviewed in depth with City staff, and other minor changes were proposed; and

WHEREAS, on July 7, 2020, the Planning Commission held a duly noticed public hearing on revised Ordinance No. 1820 and at which time it considered all evidence presented, both written and oral; and

WHEREAS, after the close of the public hearing the Planning Commission adopted Resolution No. 6-20 recommending that the City Council adopt Ordinance No. 1820 as revised, including the changes to minimum dwelling unit sizes; and

WHEREAS, on July 28, 2020, the City Council held a duly noticed public hearing on revised Ordinance No. 1820 at which time it considered all evidence presented, both written and oral;

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

SECTION 1. FINDINGS.

A. The City Council finds that adopting the changes set forth in this Ordinance represents good planning practices for the following reasons: it modernizes the City's Zoning law; it makes the Municipal Code easier to use; it makes sense to have different development regulations in the medium and high density residential zones.

B. The City Council further finds that this Ordinance is consistent with the City's General Plan.

SECTION 2. Section 18.14.050 E of the Gardena Municipal Code relating to the R-2 zone is hereby amended to read as follows:

E. Dwelling unit size:

1. A minimum of one thousand ~~two hundred~~-square feet for three or more bedroom units,
2. A minimum of ~~nine eight~~ hundred square feet for two bedroom units,
3. A minimum of ~~seven six~~ hundred fifty-square feet for one bedroom units, and

4. A minimum of four hundred ~~fifty~~-square feet for bachelor/efficiency units;

5. No minimum dwelling unit size shall be required for an affordable housing unit where the applicant enters into an affordable housing agreement with the City to be recorded against the property to ensure continued affordability of all moderate, low, and very low income rental units for at least fifty-five years or where the applicant enters into an equity sharing agreement for all for-sale affordable housing units upon the same terms and conditions as in Section 18.43.040D of this Code.

SECTION 3. Section 18.16.050 E, H and Q of the Gardena Municipal Code relating to the R-3 zone are hereby amended to read as follows; all other sections remain the same:

E. Dwelling unit size:

1. A minimum of one thousand ~~two hundred~~-square feet for three or more bedroom units,

2. A minimum of ~~nine~~ eight hundred square feet for two bedroom units,

3. A minimum of six ~~seven~~-hundred ~~fifty~~-square feet for one bedroom units, and

4. A minimum of four hundred ~~fifty~~-square feet for bachelor/efficiency units;

5. No minimum dwelling unit size shall be required for an affordable housing unit where the applicant enters into an affordable housing agreement with the City to be recorded against the property to ensure continued affordability of all moderate, low, and very low income rental units for at least fifty-five years or where the applicant enters into an equity sharing agreement for all for-sale affordable housing units upon the same terms and conditions as in Section 18.43.040D of this Code.

* * *

H. Distances between buildings: The following distances shall apply to buildings within the project site:

1. A minimum of six feet between main and accessory buildings;

2. A minimum of fifteen feet between main buildings; provided, however:

a. A minimum of twenty feet for buildings front to front and with interior courts;

b. A minimum of thirty feet for buildings front to front and with driveways between structures; and

c. For buildings that are greater than two stories, the distance shall be increased two and one-half feet between buildings for each floor over the second floor;

* * *

Q. Storage space: a minimum of ~~onetwo hundred-twenty~~ cubic feet of storage space shall be provided ~~in the garage of~~ for each dwelling unit with a minimum of two feet in any direction. Such space may be located in areas which include, but are not limited to the garage, in an outside closet, or below stairways.

SECTION 4. Section 18.18.020 of the Gardena Municipal Code relating to development standards in the R-4 zone is hereby amended to read as follows:

18.18.020 Development standards.

The development standards set forth herein shall apply and supersede any zoning code provision in this title to the contrary.

A. Lot area: a minimum of five thousand square feet

B. Lot width:

1. A minimum of fifty feet for interior lots, and

2. A minimum of fifty-five feet for corner lots;

C. Lot depth: a minimum of eighty feet;

A.D. Minimum Density. For any project approved after August 1, 2012, the minimum permitted density shall be twenty units per acre for any residential development. This subsection shall not apply to the expansion of any existing use.

E. Maximum Density. The maximum permitted density shall be as set forth in this subsection; fractional units shall be rounded upward if such fraction is at or above the five-tenths breakpoint:

1. Twenty-five units per acre for lots less than one-half acre;
2. Twenty-seven units per acre for lots between one-half acre and one acre; and
3. Thirty units per acre for lots greater than one acre.

F. Building Height. The maximum building height for habitable space shall not exceed ~~thirty-five feet, or forty feet.~~ An with an additional five feet may be allowed for architectural projections which are building elements such as towers, cupolas, decorative parapets that screen equipment, and pitched roofs at a minimum pitch of four to twelve, that are added to buildings to provide architectural interest without adding interior floor area, and also include skylights and chimneys. In no event may the building exceed three ~~four~~ stories.

G. Yards. For cluster developments, setbacks are calculated from the project boundaries and not from individual units or buildings within the development.

1. Front yard setback: a minimum of fifteen feet; no more than fifty percent, including driveways, shall be paved or otherwise covered with hardscaped materials. The remaining area shall be permanently landscaped with softscape materials and provided with a permanent irrigation system subject to city approval.

2. Side and rear yard setbacks:

a. A minimum of ten feet when the building is thirty-five feet or less in height, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

b. A minimum of fifteen feet when the building exceeds thirty-five feet in height, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

c. A minimum of five feet when the property does not directly abut parcels zoned R-1 or R-2, unless the property is a corner lot in which case, the street side must be a minimum of ten feet;

3. Accessory buildings: one-story accessory buildings, other than a garage, shall be set back four feet from the rear and side property lines when located in the rear one-third of the lot. Garages may be constructed along the rear and side property line when located in the rear one-third of the lot. Garages fronting on public streets shall maintain a minimum ten-foot yard setback. All garages shall be provided with garage

doors and new front facing garages and replacement garage doors for front facing garages shall be sectional type doors;

H. Distances between buildings on the same site: Notwithstanding any other provision of this Code to the contrary, the following shall apply:

	<u>Height – 40' or less</u>	<u>Height – Greater than 40'</u>
<u>Side to side – detached home*</u>	<u>6' - if openings are offset from adjacent openings; otherwise 10'</u>	<u>10' – if openings are offset from adjacent openings; otherwise 15'</u>
<u>Side to side – attached condominium buildings*</u>	<u>10'</u>	<u>15'</u>
<u>Front to front with interior court*</u>	<u>10'</u>	<u>15'</u>
<u>Front to front with driveway between structures*</u>	<u>30'</u>	<u>30'</u>
<u>Main to accessory building</u>	<u>6'</u>	<u>6'</u>

I. Off-street parking: the provisions of Chapter 18.40 shall apply with the exception that:

1. Tandem parking shall be allowed, but not for guest parking spaces.
2. For senior or income restricted units: one off-street parking space for each one bedroom or studio unit.

J. G. Landscaping. The minimum landscaping requirement shall be four hundred sixty square feet. Usable open space: a minimum of 600 300 hundred square feet of usable common or private open space shall be provided for each unit of all multiple-family dwellings and condominiums in accordance with the minimum size requirements of Section 18.42.065.

K. Signs: the provisions of Chapter 18.58 shall apply;

L. Fences: the provisions of Section 18.42.070 shall apply;

M. Refuse areas: the provisions of Section 18.42.130 shall apply;

N. Swimming pool areas: the provisions of Section 18.42.090 shall apply;

O. Projections permitted in required yards: the provisions of Section 18.42.100 shall apply;

P. Protection of intersection visibility: the provisions of Section 18.42.110 shall apply;

Q. Storage space: a minimum of one hundred-twenty cubic feet of storage space shall be provided for each dwelling unit with a minimum of two feet in any direction. Such space may be located in areas which include, but are not limited to, the garage, in an outside closet, or below stairways.

R. All new structures and additions to existing structures shall demonstrate conformance with residential design guidelines set forth in Chapter 18.42.

SECTION 5. Sections 18.19.010B and 18.19.030 B of the Gardena Municipal Code related to residential housing in the MU zone is hereby amended to read as follows:

18.19.010 Mixed use overlay zone (MUO).

B. To provide a meaningful blend of residential and non-residential uses that enhances and builds upon the city's commercial base; ~~the mixed use overlay zone is not intended to simply act as a loophole in the zoning code for residential development;~~

18.19.030 Uses permitted.

~~B. If property is developed solely in accordance with provisions of the underlying zoning district, uses permitted or conditionally permitted in the underlying zoning district shall be allowed. Site plan review shall not be required for such development unless required by another provision of this title. Property may be developed solely for residential uses or solely for uses permitted or conditionally permitted in accordance with the provisions of the underlying zoning district.~~

1. If developed in accordance with the provisions of the underlying zoning district, uses permitted or conditionally permitted in the underlying zoning district shall be allowed. Site plan review shall not be required for such development unless required by another provision of this title.

2. If developed solely for residential purposes, development shall be in accordance with the provisions of this Chapter for residential development and site plan review shall be required.

SECTION 6. Section 18.19.050 of the Gardena Municipal Code is hereby amended to read as follows:

18.19.050 Uses prohibited.

A. ~~—All uses not listed in Sections 18.19.030 and 18.19.040 are prohibited, unless determined to be similar pursuant to the provisions of Section 18.42.040.~~

B. ~~—Any project consisting solely of residential uses~~

SECTION 7. Subsections 18.19.060.B.1, C.3, D, E, F, I, J.1, and L of the Gardena Municipal Code relating to development standards in the MUO zone are hereby amended to read as follows, all other provisions of section 18.19.060 remain the same:

B. Minimum project area³:

1. One acre minimum, with the following exceptions:

a. Parcels that cannot be consolidated to satisfy the minimum project area because they are bordered on all sides by property that is not zoned with the mixed use overlay zone;

b. Parcels that cannot be consolidated because they are bordered on three or more sides by roadways; or

c. Parcels that cannot be consolidated because adjacent property is not zoned with the mixed use overlay; or

d. Other circumstances prevent the consolidation of parcels to meet this requirement.

* * *

C. Density and intensity:

3. Residential by itself or as part of a mixed use project: the maximum residential density shall be as follows, calculated over the portion of the project area devoted to such use, including when such use is part of a vertical development:

a. Twenty units per acre maximum for sites less than one-half acres;

b. Twenty-five units per acre maximum for sites at least one-half acre but less than one acre; and

c. Thirty units per acre maximum for all sites of one acre or greater.

* * *

D. Dwelling unit size:

1. A minimum of one thousand ~~two hundred~~ square feet for three or more bedroom units;
2. A minimum of eight ~~nine~~ hundred square feet for two bedroom units;
3. A minimum of six ~~seven~~ hundred ~~fifty~~ square feet for one bedroom units, and
4. A minimum of four hundred ~~fifty~~ square feet for bachelor/efficiency units;
5. No minimum dwelling unit size shall be required for an affordable housing unit where the applicant enters into an affordable housing agreement with the City to be recorded against the property to ensure continued affordability of all moderate, low, and very low income rental units for at least fifty-five years or where the applicant enters into an equity sharing agreement for all for-sale affordable housing units upon the same terms and conditions as in Section 18.43.040D of this Code.

* * *

E. Maximum Building Height. The following height standards apply to individual buildings within a project area²:

1. ~~Thirty-five~~ Forty feet, with an additional five feet ~~or forty feet with for~~ architectural projections if:
 - a. Adjacent to single-family (R-1) or low-density multiple-family residential (R-2) zones ~~one-story residential uses~~; or
 - b. Adjacent to a collector or major collector street.
2. ~~Forty~~ Forty feet, ~~or forty-five feet with architectural projections if:~~
 - a. ~~Adjacent to two-story residential uses; or~~
 - b. ~~Adjacent to a major collector street.~~

23. Fifty-five feet, with an additional five feet for or sixty feet with architectural projections if:

a. Adjacent to any use other than single-family (R-1) or low-density multiple-family (R-2) residential zones; three-story or greater residential uses; or adjacent to commercial or other nonresidential uses; and or

b. Adjacent to an arterial street.

* * *

F. Yards: for mixed use projects, setbacks are calculated from the project boundaries and not from individual units or buildings within the development.

1. Front yard setback:

a. Five feet from the public right of way for vertical residential developments that do not have front doors facing the street;

b. Twenty feet from the public right of way for residential developments that have front doors which face on to the street; and

c. Aa minimum of twelve feet from face of curb and a maximum of twenty feet from face of curb for all other developments;

2. Side yard setback:

a. A minimum of ten feet when the building is thirty-five feet in height or less, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

b. A minimum of fifteen feet when the building exceeds thirty-five feet in height, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

c. A minimum of five feet when the property does not directly abut parcels zoned R-1 or R-2, unless the property is a corner lot in which case, the street side must be a minimum of ten feet;

3. Rear yard setback: ten-feet from property line;

a. A minimum of fifteen feet when the building exceeds thirty-five feet in height, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

b. A minimum of ten feet when the building is thirty-five feet in height or less, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

c. A minimum of five feet when the property does not directly abut parcels zoned R-1 or R-2, unless the property is a corner lot in which case, the street side must be a minimum of ten feet.;

4. ~~Building to building:~~

a. ~~Main structures less than or equal to forty feet in height: twenty feet if adjacent to industrial structures; ten feet if adjacent to all other structures;~~

b. ~~Main structures greater than forty feet in height: thirty feet if adjacent to industrial structures; twenty feet if adjacent to residential structures; and fifteen feet if adjacent to commercial structures; and~~

c. ~~A minimum of six feet between main and accessory buildings.~~

d. ~~The provisions of Section 18.42.120 shall not apply to this section.~~

H. Distances between buildings on the same site: Notwithstanding any other provision of this Code to the contrary, the following shall apply:

	<u>Height – 40' or less</u>	<u>Height – Greater than 40'</u>
<u>Adjacent to Industrial</u>	<u>20'</u>	<u>30'</u>
<u>Adjacent to Commercial</u>	<u>10'</u>	<u>15'</u>
<u>Side to side – detached home*</u>	<u>6' - if openings are offset from adjacent openings; otherwise 10'</u>	<u>10' – if openings are offset from adjacent openings; otherwise 15'</u>
<u>Side to side – attached condominium buildings*</u>	<u>10'</u>	<u>15'</u>
<u>Front to front with interior court*</u>	<u>10'</u>	<u>15'</u>
<u>Front to front with driveway between structures*</u>	<u>30'</u>	<u>30'</u>

Main to accessory building 6'

6'

* * *

I. Usable open space:

1. Residential uses: a minimum of 150 square feet of outdoor usable common or private open space shall be provided per dwelling unit in accordance with the minimum size requirements of Section 18.42.065.

a. ~~A minimum of seventy square feet per unit shall be private open space and directly accessible from the individual dwelling unit.~~

b. ~~The remainder of the open space may be either private or common.~~

2. Live/work uses: a minimum of one hundred square feet of either outdoor usable common or private open space shall be provided for each live/work unit in accordance with the requirements of Section 18.42.065.

3. The usable common open space requirements of residential mixed use and live/work units can be combined into one or more large spaces to satisfy the ~~usable common open space~~ requirements, so long as the space is located along or directly accessed and visible from perimeter or interior streets.

* * *

J. Off-street parking: the provisions of Chapter 18.40 shall apply, with the following exceptions:

1. ~~Tandem Residential and Live/Work parking: up to fifty percent of~~
Parking requirements for residential or live/work units may be satisfied by tandem parking. Guest spaces may not be tandem. ~~Garaged Tandem garage~~ parking shall be no smaller than ~~twelve 10.5~~ feet wide by ~~38~~ forty feet long, as measured from the interior walls;

* * *

L. ~~Storage areasspace: a minimum of one hundred-twenty cubic feet of storage space shall be provided for each dwelling unit with a minimum of two feet in any direction. Ffor dwelling units without a private parking garage, general storage cabinets/closets with a minimum size of one hundred cubic feet capacity shall be required for each unit. The storage cabinets are encouraged to be located within the parking area, in close proximity to the respective units, or below interior stairways. For dwelling units with tandem parking garages, each storage cabinet/closet shall be a minimum of two hundred cubic feet capacity.~~

SECTION 8. Section 18.20.050B is hereby amended to read as follows:

B. Residential Units.

1. Multiple-family residential uses built as a mixed use shall be restricted to the upper stories in a vertical development or the rear of the property in a horizontal development.

2. The minimum size of residential units shall be as follows:

a. Studio/efficiency/bachelor: four hundred-fifty square feet;:-

b. One bedroom: six hundred square feet;:-

c. Two bedrooms: eight hundred square feet;:-

d. Three or more bedrooms: one thousand ~~one hundred~~ square feet;:-

e. No minimum dwelling unit size shall be required for an affordable housing unit where the applicant enters into an affordable housing agreement with the City to be recorded against the property to ensure continued affordability of all moderate, low, and very low income rental units for at least fifty-five years or where the applicant enters into an equity sharing agreement for all for-sale affordable housing units upon the same terms and conditions as in Section 18.43.040D of this Code.

3. Open Space Requirements. Each residential unit shall have a minimum of one hundred fifty square feet of usable common and private open space in accordance with the requirements of Section 18.42.065:-

a. ~~A minimum of fifty square feet per unit shall be private open space and directly accessible from the individual dwelling unit.~~

~~b. — A minimum of seventy-five square feet per unit shall be usable common open space.~~

~~c. — The remaining twenty-five square feet per unit may be provided as either common or private open space.~~

4. The maximum residential density shall be thirty-four units per acre.

5. If multifamily residential is the only use on the property:

a. The minimum density shall be twenty-four units per acre;

b. No more than fifty percent of the front yard setback, including driveways, shall be paved or otherwise covered with hardscaped materials. The remaining area shall be permanently landscaped with softscape materials and provided with a permanent irrigation system subject to city approval.

SECTION 9. Section 18.39.015B of the Gardena Municipal Code is hereby deleted.

~~B. — A specific plan shall be required for any housing project on a site of five acres or more, planned as an integrated development in the R-1, R-2, R-3, R-4, MU, or C-R zone.~~

SECTION 10. Section 18.39.030B of the Gardena Municipal Code is hereby deleted.

~~B. Specific plan applications for a single structure on a single parcel shall not be permitted. [Deleted.]~~

SECTION 11. Section 18.39.040 of the Gardena Municipal Code is hereby amended to read as follows:

A. In addition to state requirements as specified in the California Government Code Section 65450 et seq., the contents listed below shall be included in all specific plans, unless the applicant demonstrates to the satisfaction of the community development director determines that the item is clearly not applicable or relevant to the specific plan application under consideration.

B. Specific plan contents shall include the following, but need not be in the order listed:

1. Title, table of contents, acknowledgements;

2. Summary statement;
3. Introduction:
 - a. Initiator of plan,
 - b. Purpose and intent,
 - c. Site location, brief description and maps,
 - d. Project history/background,
 - e. [Deleted] Relationship to neighboring jurisdictions, regional agencies and the state,
 - f. Environmental assessment,
 - g. Related applications and documents;
4. Detailed description of site:
 - a. Topography,
 - b. Geology/soils,
 - c. Hydrology,
 - d. Biological resources,
 - e. Land use,
 - f. General plan and zoning designations,
 - g. Circulation,
 - h. Cultural resources,
 - i. Public services,
 - j. Utilities,
 - k. Site summary,
 - l. Appropriate maps and diagrams;

5. Specific plan concepts:
 - a. Project goals and objectives,
 - b. ~~Opportunities and constraints,~~
 - c. Conceptual site plan/land use plan,
 - d. Transportation/circulation plan:
 - i. Private,
 - ii. Public,
 - iii. Internal and affected external,
 - iv. Pedestrian, vehicular and mass transit,
 - e. Grading plan,
 - f. Public facilities/utilities plan:
 - i. Sewage,
 - ii. Water,
 - iii. Drainage,
 - iv. Solid waste,
 - v. Energy,
 - vi. Utilities,
 - g. Recreation and open space plan,
 - h. ~~Fire protection/fuel modification plan~~[Deleted],
 - i. Natural and man-made resources protection,
 - j. Phasing program,
 - k. Home-owners association,
 - l. Landscape plan;

- m. Appropriate maps and diagrams,
- n. Other appropriate conceptual plans;
- 6. Development regulations and requirements:
 - a. Development standards,
 - b. Recreation and open space standards,
 - c. Parking,
 - d. Nonconformities,
 - e. Lighting standards,
 - f. Sign program,
 - g. Maintenance standards,
 - h. Standards for accessory structures, additions, walls, fences,other changes;
- 7. Design guidelines:
 - a. Architecture,
 - b. Landscape, streetscape,
 - c. Views,
 - d. Performance standards;
- 8. General plan consistency:
 - a. Applicable goals and policies,
 - b. How the specific plan meets the requirements of and implements the general plan;
- 9. Implementation:
 - a. Phasing plan,
 - b. Precise plan review process,

- c. Infrastructure improvements/coordination,
- d. Financing measures,
- e. Monitoring programs,
- f. Administration of plan,
- g. Amendment procedures.

SECTION 12. Section 18.40.040 A of the Gardena Municipal Code is hereby amended to read as follows:

Use	Number of Parking Spaces Required
A. Residential:	
Single-family:	Two-car <u>enclosed</u> garage.
Two-family <u>Low-Density and Medium-Density Multiple-Family Residential</u>	Two spaces <u>per dwelling unit in an enclosed garage or in an enclosed parking facility structure, per dwelling unit.</u>
<u>High-Density and multiple-family dwellings (anything over 20 units per acre):</u>	<u>Two spaces per dwelling unit, other than a studio unit, one of which must be in an enclosed garage or parking structure and the other which may be in a covered parking area.</u>
<u>Studio unit</u>	<u>One space per dwelling unit</u>
Mobile home parks:	

Use

**Number of Parking
Spaces Required**

Two spaces per
mobile home or trailer
on the same space
where the mobile
home or trailer is
located.

Accessory dwelling units:

See Chapter 18.13.

Additional standards and
requirements:

See Section
18.40.070

SECTION 13. Subsection 18.40.050 A and C of the Gardena Municipal Code relating to parking spaces is hereby amended to read as follows:

A. Parking spaces shall have a minimum dimension of nine feet by eighteen feet; parallel parking spaces shall have a minimum dimension of nine feet by twenty-five two feet.

C. Compact parking spaces.

1. Compact parking shall not have exceed twenty five percent of all required parking spaces and shall have a minimum dimension of eight feet by seventeen feet. All compact spaces shall be so marked on the pavement and/or wheel stop.

2. Twenty-five percent of all non-residential parking may be compact in size.

3. In the R-4 and MU zones, where there is a minimum of four guest parking spaces, twenty-five percent of such spaces may be compact in size.

4. Except as may specifically be allowed, Notwithstanding any provision of this code to the contrary, compact parking spaces shall not be considered as satisfying the parking requirements for residential uses, as set forth in Section 18.40.040(A).

SECTION 14. Section 18.40.050F relating to the tables and charts for parking spaces is hereby amended by changing the minimum parking layout dimension for the stall length for a parallel space to 22 feet from 25 feet.

SECTION 15. Section 18.40.070 relating to additional standards for residential parking areas is hereby amended by revising subsection D to read as follows and adding a new subsection G; all other sections remain the same:

D. Garage spaces.

1. Unless subject to D.2 below, tandem parking is allowed, a two-car garage shall be fully enclosed and have a minimum interior dimension of twenty feet in width by twenty feet in depth. A garage designed for tandem parking shall have a minimum interior dimension of twelve feet in width by forty-one feet in depth.

2. Garage spaces in the R-4 and MU Overlay zones. Unless tandem parking is allowed, a two-car garage shall be fully enclosed and have a minimum interior dimension of nineteen feet in width by nineteen feet in depth. A garage designed for tandem parking shall have a minimum interior dimension of ten and one-half feet in width by thirty-eight feet in depth.

3. In all garage parking spaces, the dDesignated parking area shall be designed to remain free and clear of all obstructions, including, but not limited to, washer/dryer units, water heaters, trash enclosures, etc.

* * * * *

G. If parking spaces are not provided in an attached garage, then the spaces in the parking structure or parking area shall be assigned to a specific unit.

SECTION 16. Section 18.42.150 is hereby amended to read as follows:

18.42.150 Security and lighting plan.

Complete security and lighting plans shall accompany all site development plans for multiple-family development of four or more units and commercial and industrial developments to ensure that safety and security issues are addressed in the design of the development.

A. Lighting plans for commercial and industrial developments shall demonstrate an average of 2-foot candle with no single point less than 1-foot candle for all public/common areas.

A.B. Lighting plans for multiple-family developments shall demonstrate an average of 1-foot candle for all public/common areas.

SECTION 17. Section 18.44.030 of the Gardena Municipal Code is hereby amended to read as follows:

18.44.030 Factors for Approval

A. A site plan shall be approved, or conditionally approved, only after finding that the proposed development, ~~including the uses and the physical design of the development,~~ is consistent with the intent and general purpose of the general plan and provisions of the municipal code, and will not adversely affect the orderly and harmonious development of the area and the general welfare of the city; otherwise such plans shall be disapproved..

B. In addition to all other applicable zoning and development requirements and policies, the following factors shall also be considered in determining whether the site plan shall be approved:

1. The dimensions, shape and orientation of the parcel;
2. The placement of buildings and structures on the parcel;
3. The height, setbacks, bulk and building materials;
4. The distance between buildings or structures;
5. The location, number and layout of off-street parking and loading spaces;
6. The internal vehicular patterns and pedestrian safety features;
7. The location, amount and nature of landscaping;
8. The placement, height and direction of illumination of light standards;
9. The location, number, size and height of signs;
10. The location, height and materials of walls, fences or hedges;
11. The location and method of screening refuse and storage areas, roof equipment, pipes, vents, utility equipment and all equipment not contained in the main buildings of the development;
12. ~~Compatibility and overconcentration of uses in the immediate area[Deleted];~~ and
13. Such other information which the community development director or commission may require to make the necessary findings that the provisions of this code are being complied with.

C. The Community Development Director may make minor modifications to an approved Site Plan in order to resolve conflicts due to site conditions, building, fire, utility and similar requirements.

SECTION 18. Section 18.44.060 of the Gardena Municipal Code relating to time limits for Site Plan Review is hereby amended to read as follows:

18.44.060 Time limits for development.

A. The subject property under a site plan review shall be developed within a period of time not exceeding twelve months from and after the date of its approval, and, if not so developed and utilized, such approval automatically shall become null and void at the expiration of such twelve-month period.

B. Upon a showing of good cause, the community development director may grant up to two one-or-more an extensions of up to six months each, upon receipt of a written request from the applicant prior to expiration.

C. When such a request for an extension is filed, a fee in an amount established by city council resolution shall be paid for the purpose of defraying the costs incurred by the city in processing such extension of time.

SECTION 19. Section 18.46.040H of the Gardena Municipal Code related to time limits for conditional use permits is hereby amended to read as follows:

H. Time Limits for Development.

1. The subject property and the use granted under a conditional use permit shall be developed within a period of not to exceed twelve months from and after the date of granting such permit, and, if not so developed and utilized, such conditional use permit automatically shall become null and void at the expiration of such twelve month period.

2. The permittee may apply in writing to the Planning Commission for one an extension of time, not to exceed six months, within which to develop and use such conditional use permit. Such application shall be made prior to the expiration of the utilization period. The application for such extension of time shall be in duplicate. When such an application for an extension is filed, a filing fee established by city council resolution shall be paid for the purpose of defraying the costs incidental to the processing of such extension. Upon a showing of good cause, tThe Planning Commissioncommission, after due consideration, shall may either grant one-or-more up to two or deny such extensions of up to six months each -of time for such development and use. Only one such extension shall be permitted.

SECTION 20. Section 18.48.030H of the Gardena Municipal Code related to time limits for variances is hereby amended to read as follows:

H. Time Limits for Development.

1. The construction or occupancy of land or buildings granted under a variance shall be utilized within a period of not to exceed twelve months from and after the date of granting such permit, and, if not so developed and utilized, such variance automatically shall become null and void at the expiration of such twelve-month period.

2. The permittee may apply in writing to the Planning Commission for one an extension of time, not to exceed six months, within which to develop and use such variance. Such application shall be made prior to the expiration of the utilization period. When such an application for an extension is filed, a filing fee established by city council resolution shall be paid for the purpose of defraying the costs incidental to the processing of such extension. Upon a showing of good cause, the Planning Commission, after due consideration, shall may either grant one or more up to two extensions of up to six months each or deny such extension of time for such development and use. Only one such extension shall be permitted.

SECTION 21. Section 18.50.040E of the Gardena Municipal Code related to time limits for administrative adjustments is hereby amended to read as follows:

E. Time Limits for Development. The construction or occupancy of land or buildings granted under the administrative adjustment shall be utilized within a period not to exceed twelve months from and after the date of approval, and if not so developed and utilized, such administrative adjustment shall automatically become null and void at the expiration of such period. The permittee may apply in writing to the community development director for an one-time extension of time, not to exceed six months, prior to the expiration of the utilization period. Upon a showing of good cause, the community development director may grant one or more up to two extensions of up to six months each. Only one such extension shall be permitted.

SECTION 22. Notwithstanding any other provision of the Gardena Municipal Code to the contrary, all entitlements that were in effect as of March 16, 2020 for site plan reviews, conditional use permits, variances, and administrative adjustments are automatically extended for a six month period from the date of expiration without the need to apply for an extension pursuant to Sections 18.44.060, 18.44.040, 18.48.030, and 18.50.040.

SECTION 23. CEQA. This Ordinance is categorically exempt from CEQA pursuant to the common sense exemption set forth in Guidelines section 15061(b)(3) that 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. None of the

changes to the development standards and definitions set forth above would change the density, intensity, or allowed uses or would have other effects on the environment. The changes are primarily a reorganization and clarification of the existing code and practices relating to residential development standards. For these same reasons, the Ordinance also qualifies for an exemption under CEQA Guidelines section 15305 (Class 5) for minor alterations in land use limitations in areas with an average slope of less than 20%. No part of Gardena has a slope in excess of 20%. The changes are not for any specific project and therefore will not impact any environmental resource of hazardous or critical concern, will not create cumulative impacts, or impacts to scenic highways, hazardous waste sites, or historical resources. Because this is an ordinance pertaining to citywide development standards there will not be any significant effects on the environment due to unusual circumstances. As such, staff is directed to file a Notice of Exemption.

SECTION 24. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 25. This Ordinance shall take effect on the thirty-first day after passage.

SECTION 26. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

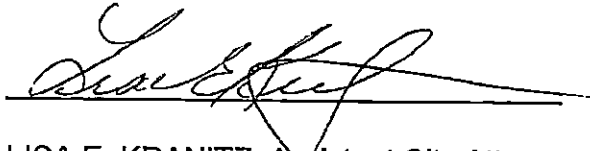
PASSED, APPROVED AND ADOPTED this ____ day of _____, 2020.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Lisa E. Kranitz", is written over a horizontal line.

LISA E. KRANITZ, Assistant City Attorney



City of Gardena
City Council Meeting

Agenda Item No. 5. D. (5)

Department: CONSENT CALENDAR

Meeting Date: AUGUST 11, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVAL OF FINAL TRACK MAP NO. 82390, 1515 W. 178TH STREET

<u>COUNCIL ACTION REQUIRED:</u> APPROVE FINAL TRACK MAP	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u> Staff respectfully recommends that the City Council: <ol style="list-style-type: none">1) Find the final map complies with the Subdivision Map Act and the Subdivision Ordinance of the City.2) Find the final map in compliance and consistent with the previously approved tentative map and the Mitigating measures of the environmental review.3) Approve the final tract map. On Sept. 17, 2019, the Planning and Environmental Quality Commission approved Tract Map No. 82390. The approved tentative tract map incorporated all requirements of the City of Gardena, including the Planning and Environmental Quality Commission. The final map has been checked by the City Surveyor for compliance with the State Subdivision Map Act, the City of Gardena Public Works Department for compliance with local requirements, the Community Development Department for compliance with Land Use and General Plan Requirements, and the City Treasurer for outstanding assessments. All departments have reviewed the map and did not find any violations. The map is acceptable and ready for recordation. This map can be found on file in Engineering.	
<u>FINANCIAL IMPACT/COST:</u> N/A	
<u>ATTACHMENTS:</u> Track Map No. 82390	
Submitted by: <u>Kevin Kwak</u> , Kevin Kwak, Principal Civil Engineer Date: <u>8/5/20</u>	
Concurred by: <u>Clint Osorio</u> , Clint Osorio, City Manager Date: <u>8/5/20</u>	

TRACT NO. 82390

IN THE CITY OF GARDENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOTS 8 THROUGH 12, INCLUSIVE, OF TRACT NO. 26220,
AS PER MAP FILED IN BOOK 673, PAGES 56 AND 57 OF MAPS, IN THE OFFICE
OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

DANE P. MCDUGALL
L.S. 9297



DATE OF SURVEY:
AUGUST 2018

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY SET FORTH AN EASEMENT FOR PRIVATE DRIVEWAY, AND FIRE LANE PURPOSES FOR THE BENEFIT OF THE UNITS IN THIS SUBDIVISION.

HOI MAN CHAN, AN INDIVIDUAL
AS TO AN UNDIVIDED 25.817% INTEREST

Hoi Man Chan

HOI CHUN CHAN, AN INDIVIDUAL
AS TO AN UNDIVIDED 0.84% INTEREST

Hoi Chun Chan by Attorney-in-Fact
BY: *As his atty in fact*
HOI MAN CHAN, ATTORNEY-IN-FACT

DEREK YIWA WONG, AN INDIVIDUAL
AS TO AN UNDIVIDED 23.075% INTEREST

Derek Yiwa Wong

NICHOLAS SIM, AN INDIVIDUAL
AS TO AN UNDIVIDED 28.432% INTEREST

Nicholas Sim

ALIVE AGAIN HOLDINGS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
AS TO AN UNDIVIDED 22.036%

BY: *Johnny Kwan*
JOHNNY KWAN, MEMBER

BY: *Adan Kwan*
ADAN KWAN, MEMBER, A MINOR,
SIGNED BY JOHNNY KWAN, CUSTODIAN
OF THE ESTATE OF ADAN KWAN

BY: *Phillip Kwan*
PHILLIP KWAN, MEMBER, A MINOR,
SIGNED BY JOHNNY KWAN, CUSTODIAN
OF THE ESTATE PHILLIP KWAN

BENEFICIARY STATEMENT

HANMI BANK, BENEFICIARY UNDER A DEED OF TRUST RECORDED SEPTEMBER 29, 2017 AS INSTRUMENT NO. 20174116398 OF OFFICIAL RECORDS.

BY: *Kenneth Kim*
NAME: Kenneth Kim
TITLE: SVP & Credit Manager

BY: _____
NAME: _____
TITLE: _____

NOTARY ACKNOWLEDGEMENTS

SEE SHEET 2 AND 3.

CONDOMINIUM NOTE

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 114 UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS WHICH WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

SIGNATURE OMISSIONS

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 56436(a)(3)(A) AND (C) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RISE INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY:

MORAY LAND CO., INC., A CORPORATION, HOLDER OF AN EASEMENT FOR SANITARY SEWER AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED AUGUST 16, 1961 IN BOOK D1323, PAGE 938 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR ELECTRIC LINE AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED FEBRUARY 20, 1962 IN BOOK D1518, PAGE 542 OF OFFICIAL RECORDS.

EDISON SECURITIES COMPANY, A CORPORATION, HOLDER OF ONE-HALF INTEREST IN AND TO ALL OIL, GAS, PETROLEUM AND OTHER MINERALS AND HYDROCARBON SUBSTANCES PER DOCUMENT RECORDED FEBRUARY 20, 1943 IN BOOK 19829, PAGE 254 OF OFFICIAL RECORDS.

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CC83, ZONE V 2017.50 EPOCH; SAID BEARING BEING NORTH 44°14'44" EAST BETWEEN CALIFORNIA SPATIAL REFERENCE CENTER STATIONS "TORP" AND "CSDH".

DATUM STATEMENT

ALL COORDINATES SHOWN HEREON ARE GRID VALUES. ALL DISTANCES SHOWN HEREON ARE GROUND VALUES UNLESS OTHERWISE NOTED. A GENERALIZED COMBINATION SCALE FACTOR OF 1.0000430259 WAS USED FOR THIS PROJECT AT NORTING 1774851.382, EASTING 6470823.124. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY THE COMBINATION SCALE FACTOR.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF NELA HOMES, LLC, ON MAY 3, 2018. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE TWENTY-FOUR MONTHS FROM THE FILING DATE OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; AND THAT THE NOTES FOR ALL CENTERLINE MONUMENTS ARE, OR WILL BE, ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE SHOWN HEREON. I HEREBY STATE THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN.

Dane P. McDougall
DANE P. MCDUGALL
L.S. 9297

6/9/2020
DATE



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL SUBDIVISION ORDINANCES OF THE CITY OF GARDENA APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

Kevin Kwan
PRINCIPAL CIVIL ENGINEER, CITY OF GARDENA
R.C.E. 79547

6/8/20
DATE



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

David G. Gilbertson
DAVID G. GILBERTSON
CITY SURVEYOR, CITY OF GARDENA
L.S. NO. 6941

6/15/20
DATE



CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GARDENA ON _____ APPROVED THIS MAP.

CITY CLERK, CITY OF GARDENA

DATE

SPECIAL ASSESSMENT STATEMENT

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF GARDENA, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

Joan T. Kwan
CITY TREASURER, CITY OF GARDENA

7-23-20
DATE

LOS ANGELES COUNTY TAX CERTIFICATES

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 82390 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____
DEPUTY

DATE

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 56492 AND 68493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____
DEPUTY

DATE

TRACT NO. 82390

SHEET 2 OF 5 SHEETS

IN THE CITY OF GARDENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSESDANE P. MCDUGALL
L.S. 9297DATE OF SURVEY:
AUGUST 2018**NOTARY ACKNOWLEDGMENT**

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 Los Angeles } SSON June 15, 2020 BEFORE ME, MKNUTSON Notary Public
PERSONALLY APPEARED Derek Yiwei Wong

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/HEY 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:

SIGNATURE

MY PRINCIPAL PLACE OF BUSINESS IS

IN Orange COUNTYMY COMMISSION NO. 2303835MY COMMISSION EXPIRES 9/1/2023**NOTARY ACKNOWLEDGMENT**

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 Los Angeles } SSON June 15, 2020 BEFORE ME, MKNUTSON Notary Public
PERSONALLY APPEARED Johnny Kwan

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/HEY 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.

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STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SSON June 23, 2020 BEFORE ME, Hae Young Park, Notary Public
PERSONALLY APPEARED Kenneth Kim

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/HEY 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.

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WITNESS MY HAND:

SIGNATURE

MY PRINCIPAL PLACE OF BUSINESS IS

IN Los Angeles COUNTYMY COMMISSION NO. 2320850MY COMMISSION EXPIRES Feb 12, 2024**NOTARY ACKNOWLEDGMENT**

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 Los Angeles } SSON June 15, 2020 BEFORE ME, MKNUTSON Notary Public
PERSONALLY APPEARED Haiman Chan

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/HEY 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.

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WITNESS MY HAND:

SIGNATURE

MY PRINCIPAL PLACE OF BUSINESS IS

IN Orange COUNTYMY COMMISSION NO. 2303835MY COMMISSION EXPIRES 9/1/2023**NOTARY ACKNOWLEDGMENT**

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STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SSON June 15, 2020 BEFORE ME, MKNUTSON Notary Public
PERSONALLY APPEARED Nicholas Sim

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/HEY 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.

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IN Orange COUNTYMY COMMISSION NO. 2303835MY COMMISSION EXPIRES 9/1/2023**NOTARY ACKNOWLEDGMENT**

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STATE OF CALIFORNIA }
COUNTY OF _____ } SSON _____ BEFORE ME, _____
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/HEY 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.

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WITNESS MY HAND:

SIGNATURE

MY PRINCIPAL PLACE OF BUSINESS IS

IN _____ COUNTY

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____

TRACT NO. 82390

SHEET 3 OF 5 SHEETS

IN THE CITY OF GARDENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSESDANE P. MCDOUGALL
L.S. 9297DATE OF SURVEY:
AUGUST 2018**NOTARY ACKNOWLEDGMENT**

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STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON _____, BEFORE ME, _____

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.

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WITNESS MY HAND: MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY
SIGNATURE _____ MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____**NOTARY ACKNOWLEDGMENT**

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STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON _____, BEFORE ME, _____

PERSONALLY APPEARED _____

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SIGNATURE _____ MY COMMISSION NO. _____
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STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON _____, BEFORE ME, _____

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.

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WITNESS MY HAND: MY PRINCIPAL PLACE OF BUSINESS IS
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STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON _____, BEFORE ME, _____

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.

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SIGNATURE _____ MY COMMISSION NO. _____
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STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON _____, BEFORE ME, _____

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: MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY
SIGNATURE _____ MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____**NOTARY ACKNOWLEDGMENT**

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 _____ } SS

ON _____, BEFORE ME, _____

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.

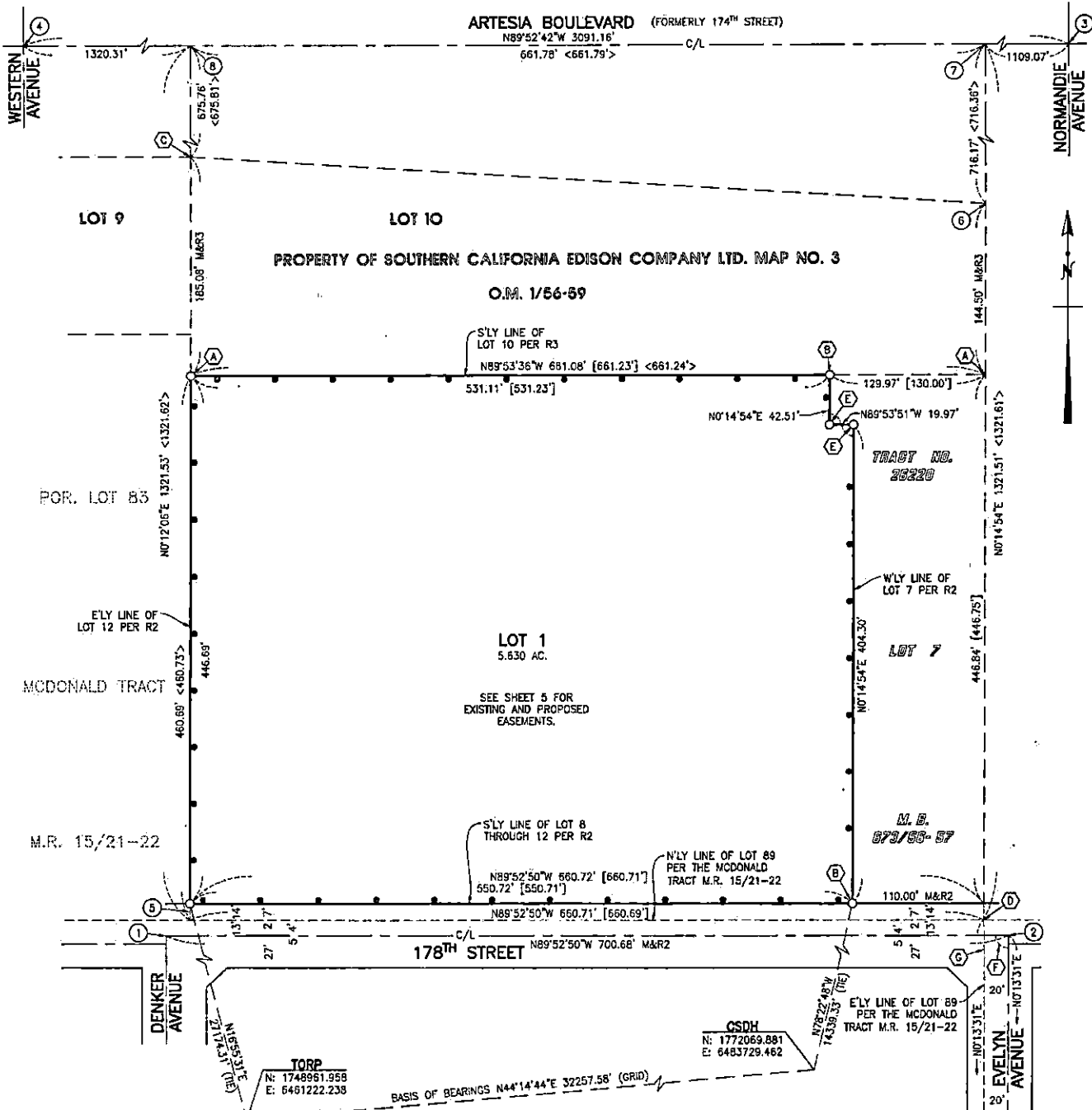
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY
SIGNATURE _____ MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

TRACT NO. 82390

IN THE CITY OF GARDENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

DANE P. MCDOUGALL
L.S. 9297DATE OF SURVEY:
AUGUST 2018**MONUMENT NOTES**

- ① FD. GEAR SPIKE & WASHER STAMPED "LS 3983" PER P.W.F.B. 0619-989-990. ACCEPTED AS C/L INTERSECTION OF 178TH STREET AND DENKER AVENUE.
- ② FD. GEAR SPIKE & WASHER STAMPED "LS 3983" PER P.W.F.B. 0619-987-988. ACCEPTED AS C/L INTERSECTION OF 178TH STREET AND EVELYN AVENUE.
- ③ FD. WELL MONUMENT WITH PUNCHED HEX BOLT PER P.W.F.B. 0619-495-496. ACCEPTED AS C/L INTERSECTION OF ARTESIA BOULEVARD AND NORMANDIE AVENUE.
- ④ FD. WELL MONUMENT WITH 3-1/2" PUNCHED BRASS DISK, ILLEGIBLE, PER P.W.F.B. 0619-501-502. ACCEPTED AS C/L INTERSECTION OF ARTESIA BOULEVARD AND WESTERN AVENUE.
- ⑤ FD. LEAD TACK & TAG "RCE 26120", NO REFERENCE, OFF S012°06'W 6.75'. ACCEPTED AS PROD. OF W/LY LINE OF LOT 12 OF R2.
- ⑥ FD. 3" BRASS DISK STAMPED "SOUTHERN CALIFORNIA EDISON CO - STATION", DOWN 1.1' PER R3.
- ⑦ POINT LANDS ON MANHOLE -- ESTABLISHED BY FD. 4 LT&T TIES STAMPED "LS. 8639 TIE" PER P.W.F.B. 0619-1033-1034.
- ⑧ POINT LANDS ON MANHOLE -- ESTABLISHED BY FD. 4 MAG NAIL & WASHER TIES STAMPED "LS 5411" PER P.W.F.B. 0619-981-982.
- INDICATES 2" I.P. TAGGED "LS 9297", FLUSH; OR 8" S&W STAMPED "LS 9297", FLUSH; OR LT&T "LS 9297" OR NAIL AND TAG "LS 9297" TO BE SET AT ALL TRACT BOUNDARY CORNERS UNLESS OTHERWISE INDICATED.

MAP REFERENCES

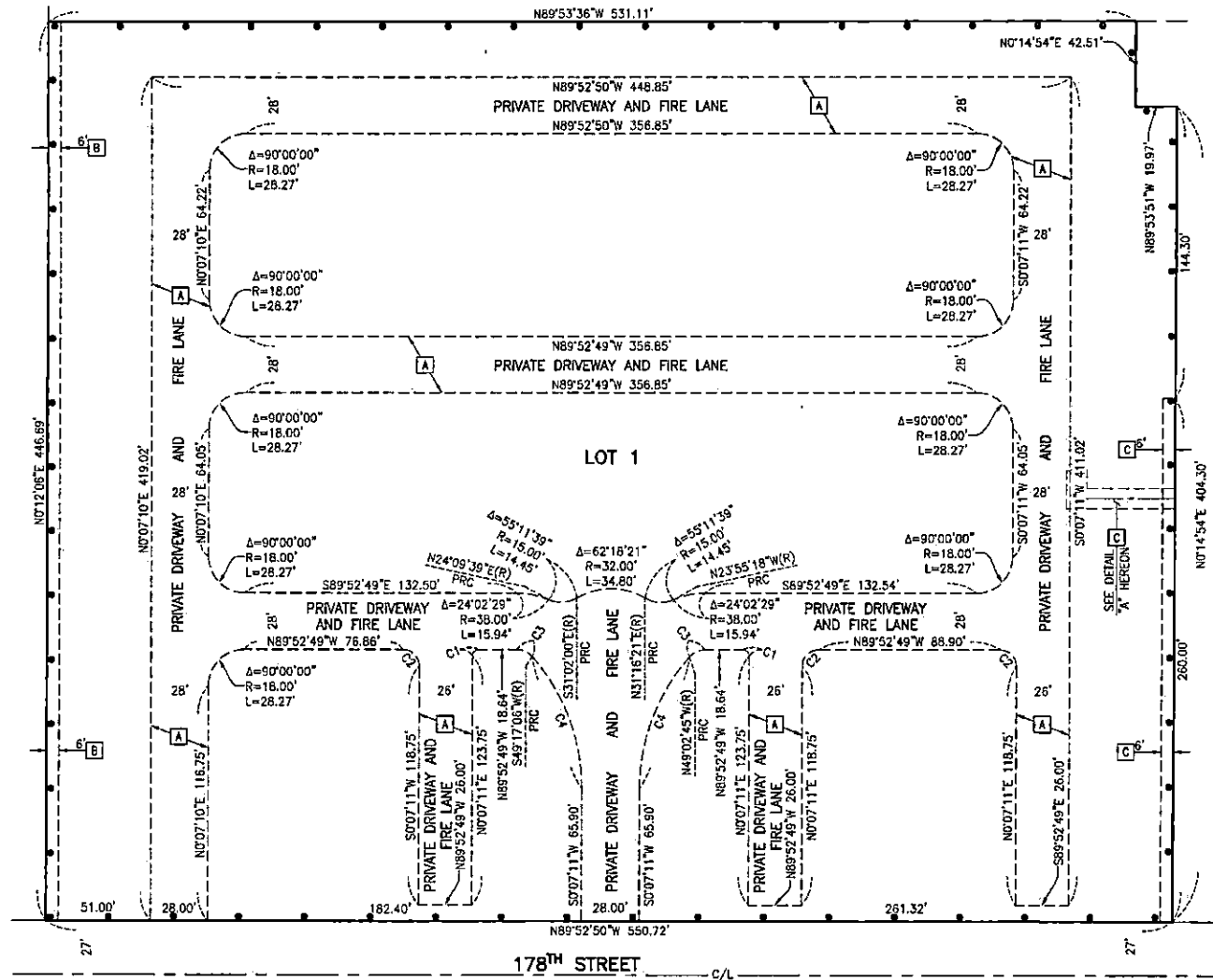
- R1 TRACT NO. 67298, M.B. 1353/17-20.
R2 TRACT NO. 26220, M.B. 673/56-57
R3 PROPERTY OF SOUTHERN CALIFORNIA EDISON COMPANY LTD. MAP NO. 3, O.M. 1/56-59.

LEGEND

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
{ } — INDICATES RECORD OR CALCULATED DATA PER R2.
< > — INDICATES RECORD OR CALCULATED DATA PER R3.
M&R2 — INDICATES MEASURED AND RECORD DATA PER R2.
M&R3 — INDICATES MEASURED AND RECORD DATA PER R3.

ESTABLISHMENT NOTES

- ① SFN. — ESTABLISHED AT RECORD DISTANCE PER R3.
② SFN. — ESTABLISHED BY PROPORTIONATE MEASUREMENT PER R2.
③ SFN. — ESTABLISHED BY PROPORTIONATE MEASUREMENT PER R3
④ SFN. — ESTABLISHED BY INTERSECTION PER R2.
⑤ SFN. — ESTABLISHED BY PROPORTIONATE MEASUREMENT AND HELD RECORD ANGLE OF 89°51'15" PER R2
⑥ HELD RECORD ANGLE OF 89°53'39" PER R2.
⑦ HELD PARALLEL WITH AND 20' WESTERLY OF THE C/L OF EVELYN AVENUE PER R2.

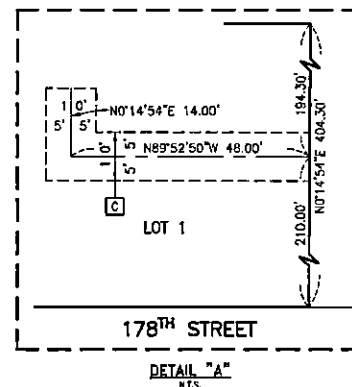
TRACT NO. 82390IN THE CITY OF GARDENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSESDANE P. MCDOUGALL
L.S. 9297DATE OF SURVEY:
AUGUST 2018**EASEMENT NOTES**

- [A] INDICATES AN EASEMENT FOR PRIVATE DRIVEWAY, AND FIRE LANE PURPOSES FOR THE BENEFIT OF THE UNITS IN THIS SUBDIVISION.
- [B] INDICATES AN EASEMENT FOR SANITARY SEWER AND INCIDENTAL PURPOSES IN FAVOR OF MORAY LAND CO., INC., A CORPORATION PER DOCUMENT RECORDED AUGUST 16, 1961 IN BOOK D1323, PAGE 938 OF OFFICIAL RECORDS.
- [C] INDICATES AN EASEMENT FOR ELECTRIC LINE AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED FEBRUARY 20, 1962 IN BOOK D1516, PAGE 542 OF OFFICIAL RECORDS.

LEGEND

—•—•— INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	90°00'00"	3.00'	4.71'
C2	90°00'00"	8.00'	12.57'
C3	49°08'55"	10.00'	8.58'
C4	40°50'05"	100.00'	71.27'





City of Gardena
City Council Meeting

Agenda Item No. 5.D. (6)
Department: CONSENT CALENDAR
Meeting Date: August 11, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVE PROJECT LIST FOR THE FY21 STATE TRANSIT ASSISTANCE
STATE OF GOOD REPAIR PROGRAM

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Approve Projects	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>On April 28, 2017 Governor Brown signed Senate Bill 1 (SB1) the Road Repair and Accountability Act of 2017 into law. In part, this law modifies the State Transit Assistance (STA) program to provide new funding to transit operators in California for eligible state of good repair maintenance, rehabilitation and capital projects. The STA State of Good Repair Program (STASGR) is funded from a portion of the new Transportation Improvement Fee on vehicle registrations commencing January 1, 2018. As a transit operator, GTrans is eligible to receive this funding.</p> <p>GTrans is estimated to receive \$234,793 through an existing state formula. GTrans is required to provide Los Angeles County Metro a list of proposed state of good repair projects to submit on behalf of the region to the California Department of Transportation. GTrans intends to use these funds towards its capital program included in the FY2020-2022 Short Range Transit Plan previously approved by the City Council in January 2020. Projects may include:</p> <ul style="list-style-type: none">• GTrans Intelligent Transportation Systems Projects – such as Vehicle Health Monitoring Systems and Asset Management/Inventory Software• GTrans Ongoing Fleet Replacement Program• Bus Components – Engines, Couplings, Drive Motors and Inverters,• Facility/Shop Equipment – Bus Lifts, Photovoltaic System, Fencing, Lighting, Signage and Facility Card Access Control System• Preventative Maintenance <p>Staff respectfully recommends that the City Council approve the aforementioned project list under the STASGR program.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
For FY21, GTrans is estimated to receive \$234,793 from the STASGR program. There is no impact to the General Fund.	
<u>ATTACHMENTS:</u>	
N/A	
Submitted by <u>Ernie Crespo</u> , Ernie Crespo, Director of Transportation Date <u>8/4/20</u>	
Concurred by <u>Clint D. Osorio</u> , Clint D. Osorio, City Manager Date <u>8/5/20</u>	



City of Gardena
City Council Meeting

Agenda Item No. 5.D. (7)
Department: CONSENT CALENDAR
Meeting Date: August 11, 2020
Resolution No: 6477

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA TITLE: RESOLUTION NO. 6477, AUTHORIZING THE FILING OF A CLAIM
WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY FOR LOCAL TRANSPORTATION FUNDS

<u>COUNCIL ACTION REQUIRED:</u> Adopt Resolution No. 6477	<u>Action Taken</u>				
<u>RECOMMENDATION AND STAFF SUMMARY:</u> Staff recommends the City Council adopt Resolution No. 6477, which authorizes the filing of a claim with the Los Angeles County Metropolitan Transportation Authority (Metro) for Local Transportation Funds for Fiscal Year 2020-2021. The attached resolution provides the necessary authority to file a claim with the Metro for Local Transportation Funds in support of GTrans. These funds have been budgeted in the City of Gardena's Fiscal Year 2020-2021 Budget based on preliminary estimates from Metro.					
<u>FINANCIAL IMPACT/COST:</u> There is no impact to the General Fund. Anticipated Revenue and Expense: <table><tr><td>SB325 TDA Article 4 LTF</td><td>\$ 4,636,851</td></tr><tr><td>TDA-STAF</td><td>\$ 1,372,009</td></tr></table>		SB325 TDA Article 4 LTF	\$ 4,636,851	TDA-STAF	\$ 1,372,009
SB325 TDA Article 4 LTF	\$ 4,636,851				
TDA-STAF	\$ 1,372,009				
<u>ATTACHMENTS:</u> A. Resolution No. 6477					
Submitted by <u>Ernie Crespo</u> , Ernie Crespo, Director of Transportation Date <u>8/4/20</u>					
Concurred by <u>Clint D. Osorio</u> , Clint D. Osorio, City Manager Date <u>8/5/20</u>					

RESOLUTION NO. 6477

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA,
CALIFORNIA, AUTHORIZING THE FILING OF A CLAIM WITH THE
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY FOR LOCAL TRANSPORTATION FUNDS**

WHEREAS, Transportation Development Act of 1971 ("Act"), Chapter 1400, Statutes 1971 (SB 325), and amendments thereto, makes certain funds available for public transportation systems; and

WHEREAS, the Gardena City Council has adopted a budget for the Gardena Municipal Bus Lines for Fiscal Year 2020-2021, evidencing the need for financial assistance; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (LACMTA) has been charged in the Act with the responsibility for the general administration of local transportation funds established through the Act;

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

SECTION 1. That the City Manager of the City of Gardena is hereby authorized to file a claim with the Los Angeles County Metropolitan Transportation Authority for local transportation funds in an amount to be determined by LACMTA based on preliminary estimates of funds available.

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 11th day of August 2020.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



CITY OF GARDENA
PLANNING & ENVIRONMENTAL QUALITY COMMISSION
CITY COUNCIL CHAMBER ■ 1700 WEST 162nd STREET
Telephone: (310) 217-9524 ■ E-mail address: CDDPlanningandZoning@cityofgardena.org

REPORT OF ACTIONS
August 4, 2020

5. Site Plan Review #4-19; Tentative Tract Map #2-19

A request for site plan review and tentative tract map approval for the construction of six new townhome units in the Medium Density Multiple-Family Residential (R-3) zone per Section 18.44.010.E and Chapter 17.08 of the Gardena Municipal Code, and direction to staff to file a Notice of Exemption.

Project Location: 1621 W. 147th Street (APN: 6103-031-075)

Applicant: Julio Vargas

Commission Action: No action was taken. The item was continued to the August 18, 2020, Planning and Environmental Quality Commission meeting.

6. Site Plan Review #1-19, Variance #1-20, and Tentative Tract Map #1-19

A request for a Site Plan Review to allow the development of 113 townhomes, including 57 attached townhomes, 41 detached single-family units, and 15 attached live-work units; a Variance to construct a front yard fence abutting a public sidewalk; and a Tentative Tract Map to subdivide 5.46 acres consisting of two properties for 113 condominium units (VTTM #82667). The property is zoned C-3/MUO (General Commercial/Mixed Use Overlay). A Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) were prepared to address environmental impacts.

Project Location: 2101 and 2129 Rosecrans Avenue (APNs: 4061-028-049 and 4061-028-018)

Applicant: G3 Urban Inc.

Commission Action: Commission approved Resolution No. PC 7-20, approving Site Plan Review #1-19, Variance #1-20, Tentative Parcel Map #1-19, and adopting the Mitigated Negative Declaration and Mitigation Monitoring Program.

Ayes: *Langley, Sherman, Henderson, Pierce, Jackson*

Noes:

Absent:

City Clerk Action: Receive and File

City Council Action: Call for Council Review, Appeal Decision, or Receive and File

**ALL CASE MATERIALS ARE AVAILABLE FOR REVIEW IN THE
OFFICE OF THE COMMUNITY DEVELOPMENT DEPARTMENT**



City of Gardena City Council Meeting

Agenda Item No.: 8. C. (1)


Department: Elected &
Administrative Offices

Meeting Date: 08/11/2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVE AGREEMENT WITH HF&H CONSULTANTS, LLC TO PROVIDE THE CITY OF GARDENA WITH SOLID WASTE CONTRACTING SERVICES

<u>COUNCIL ACTION REQUIRED:</u> <ul style="list-style-type: none">• Approve Agreement	<u>Action Taken</u>
<p><u>STAFF SUMMARY:</u></p> <p>The current Franchise Agreement with Waste Resources has been in effect since July 1, 2010 and shall continue until June 30, 2023. The agreement provides collection, removal, and disposal of municipal solid waste generated by residents and commercial customers, and services related to meeting the diversion goals required by the California Integrated Waste Management Act of 1989.</p> <p>Waste Resources reached out to the City requesting a minimum fifteen (15) year extension on their current Franchise Agreement with the City. Based on the nature and technicality of the contract, the implementation of new legislations that are not addressed in the existing contract, and current staffing levels, staff determined that the best interest of the City is to utilize a third-party consulting company to assist the City with the solid waste contracting services.</p> <p>HF&H has over 20 years of experience as subject matter experts relating to solid waste, recycle compliance and environmental mandate requirements. Additionally, HF&H has consistently provided responsible economic, financial, strategic planning and legislative insight for solid waste matters including contract negotiations for several municipalities throughout the state of California. HF&H has assisted more than 180 jurisdictions in procuring recycling and solid waste related services, evaluating proposals to provide service, and negotiating and drafting new or revised contracts for the provision of those services. Neighboring cities like the City of Carson, City of Hawthorne, and City of Redondo Beach have all used HF&H Consultants, LLC.</p> <p>The cost to have HF&H assist with these contract negotiations is not to exceed \$89,000, however a portion of these fees or all of these fees can be reimbursed thru contract negotiations. The initial funds shall be paid through the City's General Fund and tracked in a separate trust account.</p> <p>Therefore, staff respectfully requests that City Council approve the agreement with HF&H Consultants, LLC to assist the City with the solid waste contracting services.</p>	
<p><u>FISCAL IMPACT:</u></p> <ul style="list-style-type: none">• General Fund: \$89,000, will be tracked in a separate trust account as a portion or all these fees can be reimbursed thru contract negotiations	
<p><u>ATTACHMENT:</u></p> <ul style="list-style-type: none">• Agreement with HF&H Consultants LLC	
<p>Submitted by: , Clint Osorio, City Manager Date: 8/5/2020</p>	

**AGREEMENT BETWEEN THE
THE CITY OF GARDENA
AND
HF&H CONSULTANTS, LLC (HF&H)
FOR CONSULTING SERVICES**

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

1. Recitals.

A. City is desirous of obtaining solid waste contracting assistance.

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 following ("Services") – See Exhibit A

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 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 Clint

D. Osorio 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 Consultant's proposal or bid which is incorporated herein. 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 as set forth in Exhibit A, attached hereto and incorporated herein by reference. 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 A (not to exceed \$89,000), 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 for the period of five years or until terminated as provided for herein.

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

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

D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released

from liability for any work assigned but not completed as of the effective date of termination.

9. Invoices and Payments.

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

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

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

10. Records/Audit.

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

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

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

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

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

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

conduct such audits.

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

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

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

14. Use of Materials.

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

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

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

used intellectual property developed by Consultant pursuant to this Agreement.

16. Ownership of Work Product. All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed worked made for hire for City by Consultant and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination of this Agreement.

17. Legal Requirements.

A. Consultant shall secure and maintain all licenses or permits required by law, including a City business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

B. Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.

C. Consultant covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

18. Conflict of Interest and Reporting.

A. Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.

B. Consultant and its representatives shall refrain from lobbying City of Gardena officials, employees and representatives for the duration of this Agreement.

19. Guarantee and Warranty. Consultant warrants to City that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of City's other rights or remedies, City may require Consultant to re-perform any of said services, which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

20. Insurance.

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

B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A:VII, unless otherwise approved by City.

C. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

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

2. Commercial Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including 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 shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to City.

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

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

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a

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

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

21. Indemnity.

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

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

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

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

23. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of Gardena:
1700 West 162nd Street
Gardena, California 90247-3732
Attn: Clint Osorio
Telephone Number: (310) 217-9516
Facsimile Number: (310) 217-6119
E-mail: cosorio@cityofgardena.org

Consultant: HF&H Consultants, LLC
19200 Von Karman Ave., Suite 360
Attn: Laith Ezzet, CMC
Telephone Number: (949) 251-8902
E-mail: lezzet@hfh-consultants.com

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

24. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

25. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be Los Angeles County, California.

26. Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. To be valid a waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

27. Entire Agreement.

A. This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

B. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

28. Joint Drafting. Both parties have participated in the drafting of this Agreement.

29. Public Record. This Agreement is a public record of the City.

30. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

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

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year written below.

CITY OF GARDENA

By _____
Clint D. Osorio
City Manager


Date _____

ACCEPTED:
HF&H Consultants, LLC

By _____
Laith Ezzet, CMC
Senior Vice President

Date _____

APPROVED AS TO FORM:



Carmen Vasquez, City Attorney

EXHIBIT A

19200 Von Karman Avenue, Suite 360
Irvine, California 92612
Telephone: 949/251-8628
Fax: 949/251-9741
www.hfh-consultants.com

Robert D. Hilton, Emeritus
John W. Farnkopf, PE
Laith B. Ezzet, CMC
Richard J. Simonson, CMC
Marva M. Sheehan, CPA
Rob C. Hilton, CMC

July 15, 2020

Mr. Ray Beeman, CPA
Chief Fiscal Officer
City of Gardena
1700 West 162nd Street
Gardena, California 90247

Re: Proposal to Provide Solid Waste Contracting Services

Dear Mr. Beeman:

HF&H Consultants, LLC (HF&H) is pleased to submit this proposal to the City of Gardena (City) to provide solid waste contracting assistance. For over 30 years HF&H has provided tailored solid waste and recycling services to local governments. We believe that HF&H brings the following qualifications and benefits to the City:

1. ***We are an industry recognized thought-leader in environmental strategic planning, goal setting, policy development and program implementation.*** For decades HF&H has brought innovative and pragmatic solid waste and recycling plans to the communities we serve. Our pioneer role in the zero-waste planning field, assisting communities such as the cities of San Diego, Santa Monica, and Livermore, and the County of San Diego, has provided us with an unmatched menu of services and programs, as well as unrivaled implementation experience. This range of experience allows us to develop both short and long-term goals that meet the specific needs of our client with a realistic understanding of impacts on costs and diversion.
2. ***HF&H is regarded as the industry expert in regard to SB 1383 compliance.*** In 2019, CalRecycle engaged HF&H to develop a stakeholder input group and create Model SB 1383 Implementation Tools and Guidance to support jurisdictions and other regulated entities across the state with implementing programs and policies to reach compliance with the SB 1383 regulations. These model tools include a Model Enforcement Ordinance, Model Procurement Policy, Model Franchise Agreement, and Model Food Recovery Agreement which will be available publicly after SB 1383 regulations are finalized. In total, we have worked with over 70 communities throughout California, representing over 7 million residents, to adapt compliance to a wide range of real world conditions. Our range of experience supporting California jurisdictions with SB 1383 includes, but is not limited to, strategic planning, cost modeling, sole source and competitive procurements, ordinance development, and engagement in the regulatory process.
3. ***We provide the technical expertise to analyze proposed services and rate impacts to verify that program costs and customer rates are competitive while also providing measurable benefits to the***



Mr. Ray Beeman
July 15, 2020
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community they serve. HF&H has pioneered the development of a benchmarking method to compare the complete schedule of solid waste rates on a consistent basis among jurisdictions that have similar services. We also have a multitude of databases and financial models that allow us to assess cost impacts and diversion potential of significant individual programs to assist our clients in selecting which programs provide the most benefit to their communities.

4. ***We identify the individual needs of our clients.*** At HF&H we partner with key stakeholders, including City Council, City staff, residents, and other applicable parties, in order to set measurable, achievable goals which meet the needs of the community and achieve regulatory compliance while minimizing the financial impact to ratepayers. Our experience has helped us develop a vast array of facilitation methods, including online surveys, webinars, live streams, and council workshops. Our staff includes SWANA and CRRRA certified zero waste instructors.
5. ***We are experts in the procurement and negotiation of solid waste services agreements.*** We have assisted more than 180 California jurisdictions with the development of RFPs and agreements, evaluation of proposals, and negotiation of solid waste services agreements for refuse, recycling and organics collection, material processing services, and disposal.
6. ***HF&H guides a structured process with high integrity that can withstand scrutiny from the public, elected officials, and proposers.*** The key to a successful contracting experience is a smooth, well managed process. As described in some of our client testimonial letters, city staff and elected officials have appreciated our guidance and successful results.
7. ***HF&H does not provide solid waste consulting services to waste haulers in order to avoid conflicts of interest that may arise in firms that attempt to serve public agencies and haulers.*** We believe this independence is particularly important for objective proposal evaluation and effective negotiations during the procurement of a solid waste services agreement. Additionally, our municipal focus ensures that we are aware of the unique requirements of public officials.
8. ***We are well acquainted with the solid waste rates, services, and programs implemented throughout Southern California.*** As a result of our previous projects and on-going surveys of 200 cities in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura, we understand current trends in the local solid waste industry and are familiar with the capabilities of the potential proposers.
9. ***The engagement will be managed from our Irvine office.*** Our staff will be readily available to participate in project meetings in a cost-effective manner.



Mr. Ray Beeman
July 15, 2020
Page 3 of 3

Thank you for the opportunity to provide you with this information. We look forward to an opportunity to assist the City with this important engagement. If you have any questions, please contact me at (949) 251-8902 or lezzet@hfh-consultants.com; or, Debbie Morris at (949) 251-1106 or dmorris@hfh-consultants.com.

Very truly yours,
HF&H CONSULTANTS, LLC

A handwritten signature in black ink, reading 'Laith Ezzet'.

Laith Ezzet, CMC
Senior Vice President

SOLID WASTE CONTRACTING ASSISTANCE

Project Understanding

Current Agreement

The City of Gardena (City) contracts with Waste Resources of Gardena under an exclusive agreement for the Collection and Handling of Refuse Waste and Recyclables (Agreement). The Agreement was amended in 2010 extending the term of the Agreement to June 30, 2023, with an option to extend the Agreement for five years (to 2028) upon approval of the City Manager.

Regulatory Framework

The City's new solid waste agreement will need to include provisions for compliance with AB 1826 (Commercial organics recycling), AB 341 (Mandatory commercial recycling program), SB 1383 (Short-Lived Climate Pollutant Act). SB 1383 requires that all generators of organics (food waste, food soiled paper, green waste, etc.), including residents have an organics diversion program by January 1, 2022.

Proposed Extension

WRG submitted a proposal to the City dated May 1, 2019, requesting a fifteen year extension in order for WRG to finance the replacement of all residential carts, increased diversion, and the use of electric residential collection vehicles.

The City is considering its contracting options for the next solid waste franchise agreement, which include:

1. Renegotiating with WRG on a sole-source basis; or,
2. Conducting a competitive Request for Proposal (RFP) process.

There are advantages to either option as shown in the table below.

Comparison of Renegotiation Versus Competitive Proposal Process	
Advantages of Renegotiation of Current Contract	Advantages of Request for Proposal (RFP)
<ul style="list-style-type: none"> Ensures continued service from a "known entity" 	<ul style="list-style-type: none"> Public appearance of fairness in awarding large contracts
<ul style="list-style-type: none"> Existing contractor understands jurisdiction's unique requirements 	<ul style="list-style-type: none"> Allows all interested companies to propose on the jurisdiction's contract
<ul style="list-style-type: none"> Avoids potentially contentious RFP process 	<ul style="list-style-type: none"> Other companies may offer unique services and alternative approaches to programs
<ul style="list-style-type: none"> Avoids potential transition issues that may be associated with a change of service provider 	<ul style="list-style-type: none"> Rates are determined in the competitive marketplace
<ul style="list-style-type: none"> Fewer adjustments for customers 	<ul style="list-style-type: none"> Maximizes the likelihood of obtaining a contract with favorable terms at lowest reasonable rates

Scope of Work – Sole Source Negotiations

Task 1: Determine City's Collection Needs

HF&H will review the current solid waste agreement and amendments, the current solid waste rate schedule and other relevant documents, and prepare for a kick-off meeting to be held with City staff. During the kickoff meeting, we will discuss WRG's proposal with the City, key issues and pricing pressures relating to the negotiation of the franchise agreement, and confirm the detailed schedule for the contracting process.

To guide our meeting, we will prepare a meeting document including existing services compared and contrasted to enhanced options that the City may wish to consider. We will include our preliminary recommendations for discussion.

Based on our discussions with City staff, we will prepare a Project Plan that documents the existing and alternative solid waste and recycling services, and schedule. We will provide a copy of the Project Plan to the City and use it as a tool to manage the negotiation process.

Our meeting document will facilitate an informed discussion of solid waste and recycling, including the latest trends in the industry, existing and upcoming relevant regulatory requirements, and other important developments, and, most importantly, how these items may impact the City and its solid waste contracting needs. It is important that the City have a realistic understanding of not only what is changing in the industry in general, but what is specifically available now and in the relevant future to the City of Gardena.

Task 2: Develop New Contract Provisions and Prepare Updated Agreement

There have been many changes to solid waste regulations and technologies since the previous solid waste Agreement was negotiated. As a result there are many areas of the existing Agreement that will need to be updated.

HF&H has been instrumental in defining the "state of the industry" throughout California, and we will assist the City in development of a new franchise agreement that reflects modern best practices. HF&H will work closely with the City to identify and adapt the service specifications to industry trends and developments that have occurred since the current agreement was developed. HF&H has an extensive library of franchise agreements throughout California to draw upon for examples of performance standards, service options, diversion requirements, and rate adjustment methodologies for the City's consideration.

Based on the discussions with City staff described above, we will prepare a draft franchise agreement for the desired services and contract terms. City staff, including the City Attorney, will subsequently review the draft agreement. City staff is requested to make any changes directly to the documents in a strike-and-replace format, which we will then use to prepare an updated draft agreement.

Task 3: Negotiate Rates, Terms and Conditions of Desired Services

We recommend that the draft agreement be provided to WRG documenting the City's desired services and contract terms. WRG can then propose rates that are consistent with the City's desired terms and conditions contained in the draft agreement developed in Task 2. The result of WRG's review of the agreement will likely be a series of points that they wish to address and proposed rates that may or may not be satisfactory. HF&H will then assist in negotiating reasonable rates. We will also work with City staff to help the City determine which service provider concerns are minor and which are valuable enough not to negotiate away without a substantial offsetting gain for the City.

Task 4: Gather and Review Hauler Operating Data to Evaluate the Reasonableness of Proposed Rates

Service statistics, such as the number of customers that subscribe to each level of service, can be used to determine the overall value of the contract at proposed rates. Typically, we determine and compare the overall compensation to the service provider currently, and using newly renegotiated rates in order to demonstrate the true overall financial impact to the rate payer. For example, a decrease in the rate for a common service level is more valuable than a decrease in a rate for a service that is seldom used. With the proper data, we can compare the overall proposed company compensation on a similar basis with other jurisdictions.

Task 5: Attend City Council Meeting

We have budgeted to attend one meeting of the City Council when the Council considers the new agreement for award and have included in Section 5, Fee Information, the cost for additional public or City Council meetings.

Scope of Work – Competitive Procurement**Task 1: Determine City's Collection Needs****Subtask 1A: Initiate Project and Define Scope of Services for RFP**

HF&H will review the current solid waste agreement and amendments, the current solid waste rate schedule and other relevant documents, and prepare for a kick-off meeting to be held with City staff. During the kickoff meeting, we will discuss key issues relating to the procurement of a new franchise agreement, and confirm the detailed schedule for the contracting process.

To guide our meeting, we will develop a meeting document including existing services compared and contrasted to enhanced options that the City may wish to consider. We will include our preliminary recommendations for discussion.

Based on our discussions with City staff, we will prepare a Project Plan that documents the existing and alternative solid waste and recycling services, and schedule. We will provide a copy of the Project Plan to the City and use it as a tool to manage the procurement process.

Our meeting document will facilitate an informed discussion of solid waste and recycling, including the latest trends in the industry, existing and upcoming relevant regulatory requirements, and other important developments, and, most importantly, how these items may impact the City and its solid waste contracting needs. It is important the City have a realistic understanding of not only what is changing in the industry in general, but what is specifically available now and in the relevant future to the City of Gardena.

Subtask 1B: Gather and Review Operating Data

We will collect any data available regarding the current services provided. We will prepare data collection forms to assist the City and/or hauler in providing additional information in a user-friendly format. It has been our experience that when proposers are confident about the accuracy of operating data contained in the RFP, they propose lower rates and include fewer contingency costs. Collecting data in this manner may also uncover additional issues, such as poor reporting or service issues that we would address in the new agreement.

Task 2: Prepare and Issue Request for Proposals

Subtask 2A: Prepare Draft RFP and Agreement

Based on the information and direction received during Task 1, we will prepare the draft RFP and agreement, and criteria to be used in evaluating the proposals received. If the City desires, HF&H will use our exclusive BRAVO approach.

B	ase Proposal	The BRAVO approach divides services into three categories, base services, required alternatives, and optional proposals. Base services are services that will be required to be provided by the winning bidder should they be awarded the contract. Required alternatives are additional programs that proposers are required to propose on, but the service may not be incorporated by the City if the City determines the costs outweigh the benefits. Finally, the optional proposals allows the proposers to incorporate programs that they believe add value to the City that were not initially included in the RFP scope.
R	equired	
A	lternatives	
V	s.	
O	ptional Proposals	

Subtask 2B: Upon Review by the City Attorney and City Staff, Revise RFP and Agreement

We will submit the draft RFP and agreement to City staff, including the City Attorney, for review. City staff is requested to make any changes directly to the documents in a strike-and-replace format. The City Attorney will be responsible for confirming that any proposed city fees comply with applicable legal statutes such as Prop 218 and Prop 26. After City staff reviews the documents and provides us with their written comments, we will make appropriate revisions once to these documents.

Key items to be included in the RFP package are:

- Draft Agreement – We will attach the draft of the agreement the successful proposer will be expected to sign, including insurance requirements, performance standards with liquidated damages and default provisions for specific performance failures, and indemnifications. Including

the agreement in the RFP limits negotiation efforts. The RFP will require proposers to identify any exceptions they plan to take to the agreement in their proposal.

- Contract Summary – We will draft a summary of service and contract requirements included in the attached draft agreement.
- Data – We will collect, review, and provide detailed operational and service data to assist proposers in developing their proformas.
- Proposer Worksheets - Proposer worksheets designed for proposers to enter proposed rates and supporting cost data, including proposed diversion plan specifications. Proposers likely to propose on the City's RFP are accustomed to HF&H forms and have provided favorable feedback on their design and ease of use.
- RFP Submittal Requirements – HF&H will include a description of RFP requirements and an outline for proposers to follow in assembling their proposals in order to ensure that the proposers do not miss requirements and that the City can easily locate key information in the proposal. Requirements include items such as diversion program descriptions, transition and implementation plans, firm information and experience citations.

Subtask 2C: Attend Council Meeting to Approve RFP Package

HF&H will attend one City Council meeting at which the City Council will approve the RFP and draft agreement, and will make a presentation and answer questions. We recommend that contact between proposers and the City be controlled and will suggest methods to do so, based on City staff and City Council's desired level of interaction with proposers.

Once the RFP and draft agreement have been approved by the City Council, they can be distributed to potential proposers. We can provide the City with a recommended list of potential proposers to whom the City may send the RFP. Alternatively, to avoid the time, expense and environmental impact of production and mailing of multiple copies of a large document, we recommend that HF&H or the City e-mail the RFP document to all potential proposers and the local waste haulers' association, and other interested parties. We can provide the City with a list of recipients for City records. By e-mailing the document, proposers are immediately notified of its availability, can immediately review the document to determine their level of interest without having to print it out, and can forward it to the appropriate parties within the firm immediately without having to print extra copies. As we regularly distribute our RFPs this way, we may have all or most of these key individuals already on our e-mail distribution list.

Subtask 2D: Prepare for and Attend Proposers' Conference

With City staff coordination, we will schedule a proposers' conference to be conducted shortly after the release of the RFP. Potential proposers will have an opportunity to receive clarification of any issues and ask questions at this conference. We will also accept written requests for clarification about the desired services requested or other substantive questions until the date specified in the RFP.

Subtask 2E: Prepare Addenda

We will prepare written responses to questions posed at the proposers' conference, or submitted in writing, and prepare any necessary addenda arising from issues posed at the proposers' conference. All

questions and responses shall be made available to all proposers in attendance at the conference a minimum of one week prior to the proposal due date.

We find that proposers will often have last-minute questions while finalizing their proposals a day or two before they are due. We arrange our personal schedules to ensure that we always have project staff available to answer these last-minute procedural or non-substantive questions.

Task 3: Review and Evaluate Proposals and Present Findings to City Council

Subtask 3A: Review Proposals for Completeness

We will perform an initial review of each proposal submitted for compliance with the City's RFP requirements and will disregard incomplete proposals.

Subtask 3B: Evaluate Complete Proposals

The specific criteria for which we evaluate the complete proposals will be developed by HF&H and refined using input received from City staff and the City Council and may include the following criteria:

- Quality and responsiveness of the proposal submitted, and demonstrated understanding of the scope of services requested;
- Exceptions taken to the terms and conditions of the draft agreement;
- Proposed total compensation (rate revenue) over the term of the agreement, based on the rates included in the financial section of the proposal;
- Experience of the proposers in providing the requested services in other jurisdictions, based on information contained in their proposals;
- Financial resources of the proposers, based on information in their proposals;
- Proposal features that exceed the RFP's minimum performance requirements.

Subtask 3C: Prepare Follow-Up Questions for Proposers

After performing our initial review and evaluation, we will provide each proposer with our summary evaluation of its individual proposal, and any follow up questions, in order to confirm our understanding of the information presented.

Subtask 3D: Review Responses and Clarify Unresolved Issues

We will review responses received from proposers and resolve any open issues to help ensure that proposers are satisfied with the representation of their proposals.

Subtask 3E: Discuss Preliminary Evaluation with City Staff

We will discuss our preliminary evaluation with City staff and determine the next steps in the evaluation process, such as selecting the proposers to be interviewed.

Subtask 3F: Interview Proposers

At this stage in the process, usually one or more proposals are clearly more likely to be selected. Along with City staff, we interview up to four proposers, scheduling all interviews on one day.

Subtask 3G: Contact References for Recommended Proposer(s)

We contact references provided by the proposer(s) that are to be recommended to the City Council for award of the agreement. We summarize the results of the reference checks within the evaluation report.

Subtask 3H: Prepare Evaluation Report and Present to City Council

After our evaluation is complete, we will prepare a report describing the evaluation results and attend one City Council meeting to present the findings of that report. HF&H will seek direction from City Council regarding which hauler(s) to begin negotiations with.

Task 4: Negotiate With Top Ranked Contractor(s), and Prepare a New Agreement for City Council Approval

Subtask 4A: Participate in Negotiating Session

HF&H will participate in a negotiation session with the hauler(s) selected by City Council for final negotiations. Based on our prior experience, final negotiations can usually be completed during one session per proposer, and the fee estimate includes costs for one session with one proposer.

Subtask 4B: Prepare Revised Portions of Agreement

Based upon the negotiations, we will make one set of revisions to the final agreement negotiated with the selected proposer(s) and ask the proposer to sign the agreement. The City can then make a decision based on clearly defined contract terms. Also, at award, neither the successful nor unsuccessful proposers can debate what was or was not the final offer to the City.

Subtask 4C: Attend One City Council Meeting for Approval of Final Agreement

We will attend the City Council meeting and present a summary of the terms included in the final negotiated agreement.

SECTION 2: FEE ESTIMATE

Our consulting costs are summarized below. In most of the contracting processes we have conducted for other cities, the contractor is required to reimburse the City for its consulting costs.

Billing, Personnel Hourly Rates, and Expense Costs for Both Negotiations and Competitive RFP Process

HF&H will bill you once per month based on the number of hours worked multiplied by our hourly billing rates, plus expenses incurred. Payment is due within 30 days of invoicing.

Hourly rates through December 31, 2020 for professional and administrative personnel are listed below. Rates will adjust each January 1 by 2.5%.

<u>Position</u>	<u>Rate</u>
Senior Vice President	\$295
Senior Project Manager	\$265
Senior Associate/Project Manager	\$175 - \$240
Associate Analyst	\$160 - \$175
Assistant Analyst	\$120 - \$160
Administrative Staff	\$99 - \$110

Expenses will be billed as follows (not-to-exceed \$360)

Automobile Travel	Prevailing IRS mileage rate
Postage, Overnight Mail and Couriers	Actual

Fee Estimate – Contract Negotiations

We will perform the solid waste agreement competitive procurement scope of work based on time and materials, not to exceed \$89,000 without prior written City authorization. Our actual costs could be higher or lower than this amount, depending on the complexity of issues raised by the contractor, the number of negotiation sessions required, and other factors that cannot be precisely estimated in advance.

The work plan itemizes hours by task and staff classification. Hours may be shifted among tasks.

Contract Negotiation Work Plan

Task Description	Sr. Vice President	Sr. Project Manager	Staff	Total Hours
1. Determine City's Collection Needs				
A. Initiate project				
1 Review existing documents and prepare for kickoff meeting	4	8	16	28
2 Develop meeting document and meet with City staff	4	24	6	34
3 Prepare Project Plan	4	4	4	12
Subtotal: Task 1 Hours	12	36	26	74
2. Develop New Contract Provisions and Prepare Updated Agreement				
A. Draft franchise agreement	16	48	16	80
B. Revise documents once after review by City Attorney and other City staff	4	2	16	22
Subtotal: Task 2 Hours	20	50	32	102
3. Negotiate Rates, Terms and Conditions of Desired Services				
A. Meet and negotiate with WRG, advise City as to value and reasonableness of requested contract changes and proposed rates	32	32	-	64
B. Prepare revised portions of agreement	6	10	2	18
Subtotal: Task 3 Hours	38	42	2	82
4. Gather and Review Hauler Operating Data to Evaluate the Reasonableness of Proposed Rates				
A. Gather operating data	16	16	16	48
B. Review WRG's operating data and evaluate the reasonableness of proposed rates	16	8	16	40
Subtotal: Task 4 Hours	32	24	32	88
5. Attend City Council Meeting				
A. Prepare for and attend Council meeting for approval of final agreement	8	8	4	20
Subtotal: Task 5 Hours	8	8	4	20
Total Hours	110	160	96	366
Hourly Rate	\$ 295	\$ 265	\$ 145	
Subtotal	\$ 32,450	\$ 42,400	\$ 13,920	\$ 88,770
Expenses				\$ 230
Total Fees and Expenses				\$ 89,000

Fee Estimate – Competitive RFP Process

We will perform the scope of work for the competitive procurement based on time and materials. The estimated total budget is \$150,000. Our actual costs could be higher or lower than this amount, depending on the complexity of the City's contracting process, the number of proposals to be evaluated, the number of negotiation sessions required, and other factors that cannot be precisely estimated in advance.

The proposed work plan includes preparation of an integrated residential and commercial RFP, gathering operating data, soliciting proposals, conducting a pre-proposal conference, evaluating up to four proposals, participating in the negotiation sessions identified in the work plan, and finalizing an agreement with one proposer. Should more than four proposals be submitted, we estimate that the budget will increase by \$5,900 per proposal. If agreements are finalized with more than one proposer, our cost will increase by \$6,500 for each additional agreement.

The work plan on the next page itemizes hours by task and staff classification. Hours may be shifted among tasks and staff.

Solid Waste Agreement Competitive Procurement Work Plan

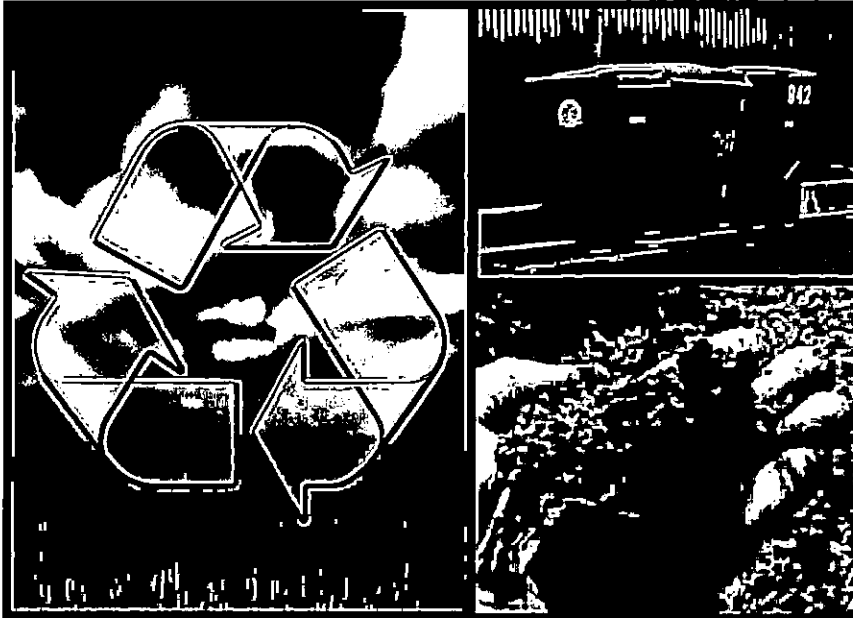
Task/Description	Sr. Vice President/President	Sr. Project Manager	Staff	Total Hours/Fees
1. Determine City's Collection Needs				
A. Initiate project				
1. Review existing documents and prepare for kickoff meeting	2	8	-	10
2. Develop meeting document and meet with City staff	4	8	24	36
B. Gather and review operating data	4	2	20	26
Subtotal: Task 1 Hours	10	18	44	72
2. Prepare and Issue Request for Proposals				
A. Prepare service specifications, draft RFP and agreement	22	80	40	142
B. Revise documents after review by City Attorney, other City staff, and potential proposers	8	20	5	33
C. Attend Council meeting to approve RFP package	5	5	-	10
D. Prepare for and attend proposers' conference	4	8	-	12
E. Prepare addenda	4	16	2	22
Subtotal: Task 2 Hours	43	129	47	219
3. Review and Evaluate Proposals				
A. Review proposals for completeness	-	6	-	6
B. Evaluate complete proposals (maximum of four)	12	24	40	76
C. Prepare follow-up questions for proposers	6	8	2	16
D. Review responses and clarify unresolved issues	4	8	6	18
E. Discuss Preliminary Evaluation with City staff	6	6	-	12
F. Interview proposers	12	12	-	24
G. Contact references for recommended proposer	1	2	8	11
H. Prepare evaluation report, review with City staff and present to City Council	22	40	8	70
Subtotal: Task 3 Hours	63	106	64	233
4. Negotiate Final Agreement and Prepare a New Agreement				
A. Prepare for and participate in negotiating session	16	24	-	40
B. Prepare revised portions of Agreement	12	32	-	44
C. Attend Council meeting for approval of final agreement	5	5	-	10
Subtotal: Task 4 Hours	33	61	-	94
Total Hours	149	314	155	618
Hourly Rate	\$ 295	\$ 265	\$ 145	
Subtotal	\$ 43,955	\$ 83,210	\$ 22,475	\$ 149,640
Expenses				\$ 360
Total Fees and Expenses				\$ 150,000



HF&H Consultants, LLC

Solid Waste Contracting Assistance

Statement of Qualifications



July 15, 2020



HF&H Consultants, LLC

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EXHIBITS

- A. Key Staff Resumes
- B. Client Testimonials
- C. HF&H Client List

STATEMENT OF QUALIFICATIONS

Our Experience Contributes to Gardena's Success

Since 1989, HF&H has assisted more than 180 jurisdictions in procuring recycling and solid waste related services, evaluating proposals to provide service, and negotiating and drafting new or revised contracts for the provision of those services. Quite simply, HF&H's experience in this field is unparalleled. We have negotiated franchise agreements with nearly every solid waste services provider in California, including a majority of the providers that are likely to propose on Gardena's franchise.

Through this extensive experience, we have learned how to conduct sole source negotiations, competitive procurements, and even franchise system redesigns in an objective and transparent manner. This practice routinely results in the selection of contractors representing the best value to the communities we serve. Furthermore, we manage these processes to address the unique service requirements of each client resulting in balanced service agreements that provide our clients with the desired services, practical, logical, and fair compensation and rate setting mechanisms, appropriately defined performances standards, and reasonable allocation of risk.

All of this experience results in significant value to Gardena. Because we have negotiated contracts with the vast majority of the providers that are likely to propose in Gardena, we know their particular business models and concerns. We understand the items in an RFP that are likely to attract companies and those that are likely to turn them off – not in some general sense, but the specific issues that specific providers fight for or against during a negotiation. We understand that the interests and risk profiles of national solid waste providers are different from those of small regional providers. Not only do we understand their interests and risk profiles, but we know how to navigate those concerns and keep those parties engaged in the process while still maintaining the interests of and protections for the public agency and ratepayers. We also have extensive experience with their negotiation tactics and can help you anticipate and manage them. With HF&H on your team, you will be better able to “see around corners” in your system design and procurement. This means less surprises and a much greater likelihood of success.

We encourage you to talk to other agencies that have been through this process with us. We trust that you will learn that HF&H consistently does the best job of managing the process to achieve results that are in the best interest of the ratepayers, elected officials, and public agency staff.

High Diversion/Zero Waste Planning - New Franchises Create Opportunities

The conclusion of an existing franchise agreement term presents a special and infrequent opportunity to review programs, services, outreach strategies, financial and rate arrangements, and the division of responsibility between the hauler and local government. Your current local context drives those decisions and they differ significantly by agency. HF&H encourages our clients to start the franchising process by:

- Identifying and evaluating alternative collection strategies for each material type;
- Considering how those strategies relate to changes in processing strategies and the local market for processing materials;
- Evaluating the effectiveness of current rate policies and considering what alternatives are available to them within the context of their legal constraints (e.g., Prop 218); and,

- Engaging with the public to solicit their input and preferences related to various options.

HF&H has experience working with our clients to lead and/or support these types of analyses and stakeholder engagement processes at varying levels of involvement and complexity. Regardless of the depth and breadth of the desired planning effort, HF&H's databases and templates will provide Gardena with cost-efficient and reliable methods for analyzing the impacts of new services, processing strategies, rate structures, policies, and public engagement methods.

Example Experience and References

Redondo Beach Negotiations & Competitive Procurement (2011, Present)

The City's exclusive residential and commercial solid waste agreement was expiring and the City retained HF&H to conduct a competitive procurement process for a new collection agreement.

Client Reference

Mr. Jon Emerson, Retired
(310) 702-3098 (mobile)

Results

HF&H assisted the City in conducting 13 public outreach meetings to enable the City Council to decide on future solid waste programs. HF&H drafted an RFP and agreement to address the City's concerns, soliciting long term disposal options and innovative diversion programs.

The City received five quality proposals from solid waste companies. HF&H assisted the City in completing agreements with two of the proposers for Council consideration. The contract was awarded to Athens Services. We are currently assisting the City in negotiating an extension to their agreement.

Inglewood Negotiations, Procurement, and Contract Management (2012 to 2018)

In 2004, the City retained HF&H to negotiate an agreement that lowered rates, fixed residential increases for three years, and limited disposal cost increases. The City again retained HF&H in late 2011 to assist the City in obtaining a new agreement. The City wanted to offer the existing hauler an opportunity to negotiate an agreement, prior to the City seeking competitive proposals. However, time was limited.

Client Reference

Ms. Angela Williams
(310) 412-8722
awilliams@cityofinglewood.org

Results

HF&H entered negotiations with the current hauler, Waste Management, and presented the company's best offer within 60 days. The City opted to seek competitive proposals. HF&H then immediately drafted and released a Request for Proposals, including a draft agreement, in order to quickly obtain proposals in time for a possible transition prior to expiration of the current contract extension. The agreement included requirements to improve diversion and service requirements, while meeting relevant funding needs. The contract was awarded to Republic Services. We were subsequently retained to assist in monitoring of the franchise hauler's performance.

Whittier**Contract Negotiations (2017)**

The City of Whittier contracts for exclusive solid waste collection services with Athens Services (Athens) and Republic Services (Republic). The existing interim agreements began July, 2016 and expired October 31, 2016.

Client Reference

Ms. Vicki Smith
(562) 567-9506
vsmith@cityofwhittier.org

Prior to implementation of the interim agreements, the City of Whittier's Public Works Department provided municipal solid waste collection in one exclusive area of the City, and Republic served another exclusive area. Following a competitive RFP process, the City awarded interim agreements to Republic and Athens, with Athens taking over the City's previous service area, and Republic continuing in the area it historically served. The City desired to negotiate new long-term solid waste agreements.

Results

HF&H worked with City staff and City Council Subcommittee to assist with the development and negotiation of long-term agreements with Athens Services and Republic Services. Agreement enhancements included:

- A review of overall level of compensation, as measured by customer rate revenues and net contractor rate revenues;
- Revised rate adjustment methodology;
- Low emission vehicles;
- Transient encampment clean-up;
- Collection of bus shelter containers;
- Household hazardous waste, composting and donation special events;
- Refuse disposal requirement to use facility located within City; and,
- Porter service for downtown area provided by contractor.

Diamond Bar**Contract Negotiations (2008, 2016)**

Waste Management provides exclusive residential solid waste collection services and Valley Vista Services provides exclusive commercial solid waste collection services in the City of Diamond Bar. In 2008, HF&H assisted the City in renegotiating the solid waste collection agreements with Waste Management and Valley Vista Services. These agreements include significant new diversion requirements and other contract terms. The City of Diamond Bar retained HF&H in 2009 and then again in 2016 to assist in renegotiating with their current haulers.

Client Reference

Mr. Ryan McLean
(909) 839-7016
rmclean@diamondbarca.gov

Results

In 2008 and in 2016, HF&H assisted the City of Diamond Bar with the renegotiation and enhancement of their current agreements with Waste Management and Valley Vista Services. Agreement enhancements included:

- Mixed waste processing of all bin and roll-off customer waste under the commercial agreement.

- Implementation of an organics program in compliance with the requirements of AB 1826, and associated rate adjustments (if applicable);
- An updated rate adjustment methodology;
- Increased construction and demolition debris diversion requirement;
- Development of an attainable hauler-collected diversion requirement;
- Requirements for the collection and safe disposal of household hazardous waste material from multi-family residents; and,
- Implementation of a City fee to pay for school environmental assemblies and education.

Alhambra**Competitive RFP for Solid Waste Services (In Process)**

HF&H was selected by the City of Alhambra through a competitive request for proposals for solid waste consulting services.

The City currently contracts for residential and commercial solid waste services with Republic Services under two separate agreements. The City desired one integrated solid waste agreement.

Client Reference

Mr. Matthew Cuevas
(626) 570-5012

mcevas@cityofhambra.org

Results

HF&H is currently assisting the City in competitively procuring its exclusive solid waste agreement.

HF&H has included SB 1383 requirements in the draft agreement including required program parameters, facility requirements, contamination monitoring, commercial edible food recovery monitoring, reporting requirements, and others.

HF&H is in the process of finalizing the RFP and agreement.

Santa Ana**Competitive RFP for Solid Waste Services (In Process)**

HF&H was selected by the City of Santa Ana through a competitive request for proposals for solid waste consulting services, after the dismissal of the previous consultant.

The City currently contracts for residential and commercial solid waste services with Waste Management.

Client Reference

Ms. Christy Kindig
(714) 647-5088

Ckindig@santa-ana.org

Results

HF&H is currently assisting the City in competitively procuring its exclusive solid waste agreement.

HF&H has included SB 1383 requirements in the draft agreement including required program parameters, facility requirements, contamination monitoring, commercial edible food recovery monitoring, reporting requirements, and others.

HF&H is in the process of finalizing the RFP and agreement.

Palmdale**Competitive Procurement (2016-2017)**

In 2015, the City elected to not automatically extend the contract with the exclusive residential and commercial solid waste hauler, Waste Management. The existing agreement was also linked to a separate landfill host fee arrangement which would expire concurrently. The City needed a comprehensive, modern agreement tailored to the City's needs. The City also wanted to seek potential development of new solid waste facilities within the City. The City retained HF&H to conduct a competitive procurement process for a new collection agreement and potential partnerships with proposed or existing facilities.

Client Reference

Mr. Ben Lucha

(661) 267-5308

Blucha@CityofPalmdale.org**Results**

HF&H assisted the City in determining the services and contract terms best suited to the City's needs, drafted a Request for Proposals, including the draft collection agreement, and managed the competitive RFP process, including proposal evaluation and contract negotiations.

HF&H obtained two competitive proposals with enhanced services and increased City revenue, at a cost that is less than or similar to the current overall cost of services. The costs to the City associated with the procurement were reimbursed by the new contractor.

The City obtained new contract terms including a guaranteed 35% diversion rate for hauler-collected solid waste by the fifth year of the contract, soil voucher program, optional residential cart-lock service, expanded bulky item pickup program, and an increase in City revenue of approximately \$480,000 per year. The City selected the incumbent hauler, who proposed to build an organics processing facility within the City limits.

The HF&H Team Difference

In 1989, HF&H was established as a Limited Liability Company. We are a California based company with two offices located in Walnut Creek and Irvine. Our approach to any engagement is to assure our clients that we have assigned the staff to best meet the requirements of the engagement.

The three founding partners had the desire to provide specialized consulting solutions to local governments in two practice areas – recycling and solid waste services, and water, wastewater, and stormwater services. As consultants, we provide environmentally-responsible economic, financial, strategic planning, and management consulting services. For nearly 30 years, HF&H has remained committed to its core value to serve clients exceptionally and with integrity. Through these on-going commitments, HF&H has become California's first choice and recognized leader among municipal agencies for high-quality consulting services.

Our focus has primarily been on serving municipal agencies in California, although we have provided consulting services in other states and are actively looking beyond California to assist agencies nationwide. Firm leadership is provided by five partners – Rob Hilton, John Farnkopf, Laith Ezzet, Rick Simonson, and Marva Sheehan.

HF&H is more than the sum of its individual members, their technical training, and our proprietary analytical tools. Each time a team of consultants comes together on a project, they are using work processes that provide a consistent level of quality. Principals, managers, and staff members each play a

role in preparing, reviewing, supervising, and carrying out detailed work plans and schedules, monitoring status, creating reports and analyses, drafting work products, and presenting results in a timely and cost-effective manner.

Project Team

The project team was selected based on their areas of expertise to assist the City in achieving its vision. Complete resumes are included in Exhibit A.

HF&H team members Laith Ezzet and Debbie Morris have worked together at HF&H for over 28 years, a consistency that we believe no local competitor can match. Tracy Swanborn has 30 years of solid waste and recycling consulting experience. Your management team will be assisted by associates that possess experience relevant to this engagement.

Our project staff has unparalleled expertise in the following areas:

- Competitive procurement and renegotiation of solid waste services contracts, including RFP preparation, proposal evaluation, and negotiation support;
- Regulatory compliance;
- Rate analysis, cost of service studies, and negotiation of solid waste rates;
- Solid waste contract performance reviews; and,
- Planning, implementing, and monitoring solid waste and diversion programs.

Methodology/Quality Assurance

Systematic Approach to Engagement Management

HF&H utilizes a highly client-interactive consulting methodology that logically results in successful engagements, and that can be tailored for each client's specific engagement and task. This methodology is intended to ensure alignment of the project objectives to the organizations goals, agreement on existing conditions and consensus around the chosen solution, and clear communication of the recommendations. It is based on interaction of the client and HF&H team staff, assignment of qualified staff, direction of staff by managers using clear work plans, and systems and procedures to support the team and the project.

This methodology is comprised of the following seven steps:

1. Definition and Quantification of the Client's Goals and Objectives

We meet with City staff to define the City's broad overall goals (a commitment to cost-effective public services, commitment to environmental goals, etc.) and specific objectives for the engagement (lower customer rates, higher diversion rates, as well as schedule and budget).

2. Specification of Approach, Assignment of Responsibilities, and Schedule

We meet with City staff to develop the best strategy for assigning responsibilities between the client and HF&H staff, and discuss reasonable deadlines for the completion of those responsibilities.

3. Detailed Work Plans, Work Products, Budgets, and Work Paper Organization

Having defined responsibilities, HF&H prepares detailed work plans by task and subtask assigning specific staff, budgeting specific time, laying out the organization of the work papers that document the performance of the work and the basis for the findings. The work plan includes, by subtask, the data and document requirements, as well as analytical techniques to be used. The staff assignments and scheduled performance dates are determined at this time.

4. Information Gathering and Fact Finding

Based on our detailed work plans, we prepare requests for information and documents, submit them to the appropriate City or third party staff, review them with the responsible parties, and agree upon timing for the submission of the information and documents. At the completion of each subtask, we review our findings with knowledgeable City and third party staff to ensure we do not misinterpret the information obtained.

5. Analysis, Findings, Evaluation, and Recommendations

Based on the results of our information gathering and fact finding, the HF&H consulting team will first benchmark the results against appropriate standards (e.g., financial ratios, performance productivity, etc.) and then we will develop working outlines of the background, findings, and preliminary recommendations for each task. At this point, the HF&H consulting team will engage in a dialogue with knowledgeable client staff for fact verification and validations and discussion of alternative approaches to the solution of problems or to capitalize upon opportunities. If relevant information has been overlooked or misinterpreted in earlier steps, it will emerge through this process. Once a consensus has been developed with client staff, HF&H will present them to client management for review, verification, validation and discussion of other approaches. Once consensus has been reached with client management, the HF&H team will move to the reporting phase.

6. Reporting

This step in the consulting process is comprised of preliminary report preparation, presentation of preliminary findings and recommendations for discussion and modification, preparation of the final report (including presentation materials), and presentation of the final report to the appropriate internal (e.g., departmental staff, City executive management, briefings of individual elected officials) as well as external (public workshops and public hearing before the City Council) audiences.

7. Monitoring, Quality Assurance, Management, and Progress Reporting

The engagement manager monitors progress on a daily basis. Similarly, work papers are reviewed on a basis that is timely for the specific engagement (not waiting until the preparation of the final report or, worse yet, after completion of the engagement). The engagement manager can identify and address delays or analytical problems on a real time basis.

A quality work product is a team effort involving three parties throughout our data gathering, analysis and reporting phases: HF&H consultants; HF&H engagement directors and managers; and client staff and management. Consultants must be qualified to perform the work, have a clear work plan that meets professional standards, and execute their assignments effectively. The engagement manager is responsible for the day-to-day monitoring of work; review of work products; and, anticipation of problems or concerns. In addition to reviewing the processes and progress of consultants, client staff reviews the

work products prepared by the project team, helping the HF&H team ensure the accuracy and relevance of findings and the appropriateness of recommendations and the clarity of work products.

The engagement manager is responsible for adjusting our work plan as the engagement progresses and ensuring that the consultants are adequately supported, assuring consistency among approaches and methods and scheduling work to ensure the efficiency of efforts. The engagement director reviews work in progress, attends meetings, reviews the results of the analysis, evaluates the conclusions and checks the clarity of written materials.

The engagement manager is also responsible for reporting progress to client management as frequently as appropriate. In doing so, they are supported by our project reporting system that reports hours and progress against the plan by subtask and consultant. As part of this progress reporting, they will identify any areas of concern and recommend alternative approaches to addressing the concern.

EXHIBIT A:

KEY STAFF RESUMES



Laith Ezzet, CMC Senior Vice President



Historical Experience

Years of Experience: 30+
Clients: 142
Engagements: 633
Articles and Speeches: 35

Education

M.B.A., Tuck School of Business
Administration at Dartmouth
College

M.B.A., Course Work at the
London Business School

A.B., cum laude, Economics,
Occidental College

Professional License

Certified Management
Consultant (CMC), Institute of
Management Consultants USA

Professional History

HF&H Consultants, LLC: 1991 to
present

Professional Organizations

Past Director and Chapter
Treasurer, California Resource
Recovery Association (CRRA)

Corporate Director, Southern
CA Chapter, Solid Waste
Association of North America
(SWANA)

Institute of Management
Consultants (IMC)

Contact Information

(949) 251-8902
Laith@hfh-consultants.com

Range of Experience

Laith Ezzet has over 30 years of experience in integrated waste management program planning and funding, solid waste collection operations, recycling and yardwaste programs, procurement and negotiation of solid waste services contracts, waste diversion studies, community involvement and public outreach, regulatory policy, solid waste and recycling facility feasibility studies, service cost tracking, rate setting, landfill funding, cost-benefit analysis, efficiency studies, financial and economic modeling, industry surveys, and statistical market research. HF&H has negotiated solid waste agreements valued at over a billion dollars.

Recent Results

- **Various Agencies** - analysis of costs and/or negotiation of contract amendments to implement green waste processing programs in response to CalRecycle's elimination of diversion credit for green waste used as landfill alternative daily cover (ADC) under AB 1594 for the cities of Anaheim, Garden Grove, Huntington Beach, Seal Beach, and Yorba Linda.
- **Palmdale** - Managed a competitive RFP process for a new exclusive residential and commercial solid waste management agreement.
- **Anaheim** - Assisted the City to renegotiate its solid waste agreement with Republic Services. Subsequently assisted the City to negotiate rates and terms to include a source-separated commercial organics program.
- **Long Beach** - Prepared an RFP and evaluated proposals for recycling collection and processing services.
- **Rancho Cucamonga** - Assisted the City to evaluate a proposed extension of the City's solid waste agreement with Burrtec in exchange for enhanced services.

Expertise

- Solid Waste Rates and Operations Analysis
- Procurements and Negotiations
- Transfer, MRF, Disposal, and Organics Facilities
- Program Planning and Funding
- Auditing and Reporting
- Refuse Vehicle Impact Studies



Laith Ezzet, CMC Senior Vice President



Speaking Engagements

- "The Cost of Compliance: Rate Impacts in Recent Solid Waste Contracts," presented to the Southern California Waste Management Forum, June 5, 2019.
- "SB 1383 Local Government Summit", HF&H Consultants Long Beach, CA, June 14, 2018.
- "Is Your Organics Rate Structure a Success or a Failure?" presented at Waste Expo, Las Vegas, NV, April 23, 2018.
- "Setting Rates for Organics and Recycling Programs in California," presented at the CalRecycle SB 1383 Workshop, Huntington Beach, CA, November 2, 2017.
- "Organics Programs - Options and Case Studies for Collection, Processing and Fee Structures," presented at WASTE EXPO, New Orleans, May 8, 2017.
- Interviewed for article "Examining Best Practices in Organics Separation and Collection," by Arlene Karidis, Waste 360, April 18, 2017.
- "Trailblazing Organics Programs" presented to the Solid Waste Association of North America, Huntington Beach, CA, September 8, 2016; and, presented to the Orange County Recycling Coordinators on April 13, 2017.
- "Green Audits for a Greener World" presented at Southern California Waste Management Forum, Pomona, CA, November 12, 2014.
- "Maximizing Diversion at Minimum Cost" presented at High Diversion Rates & Compensation Workshop sponsored by CalRecycle, Lakewood, CA, November 7, 2013.
- "Bid or Negotiate: Saving BIG with your Zero Waste RFP" presented at CRRA, Pasadena, CA, August 2013.
- "Winning the Lotto with your Solid Waste Services RFP!" presented at WASTECON, Boston, MA, August 15, 2010.
- "Southern California Collection, Recycling and Disposal Trends and Challenges," presented to the Solid Waste Association of North America, Arcadia, California, March 19, 2010.
- "Slumping Economy, Slumping Disposal Markets? A Ten-Year History of Disposal Trends in Southern California." Presented to the Solid Waste Association of North America, Newport Beach, September 18, 2008.
- "Garbage Plan Recycled," by Tony Cook, Las Vegas Sun (participated as interviewee), July 9, 2006.
- "Landfill Markets in Southern California," presented to the Southern California Waste Management Forum, March 9, 2006.
- Moderator, "Managing Unique and Special Wastes," SWANA Workshop, September 9, 2004.
- "An Overview of Solid Waste Rates & Market Conditions in Southern California," presented to the San Gabriel Valley Council of Governments Solid Waste Committee, June 27, 2001.
- "Are the Trash Wars Over in Southern California?" presented at the Southern California Waste Management Forum, Pomona, May 2001.



Laith Ezzet, CMC Senior Vice President



- "Consolidation in the Southern California Waste Hauling Market: Effects on Rates, Services, Cities and Service Providers", presented at SWANA's 29th Annual Western Regional Solid Waste Symposium, Palm Springs, May 2000.
- "Solid Waste Services and the Purchasing Power of 100 Large Public Service Providers in North America", presented and published in the proceedings at WASTECON, Reno, October 1999.
- "How to Maximize Your Savings from Competitive Proposals for Contract Collection Operations", presented at SWANA's 3rd Annual Planning & Management Symposium, New Orleans, July 1999.
- "Multi-Family Recycling: Implementation & Contracting Issues", presented to the West San Gabriel Valley Joint Powers Authority, May 1998.
- "Who Handles the Trash in the 100 Largest U.S. Cities?" published in World Wastes, April 1998.
- "How Much Can You Save Through Competitive Proposals", presented at SWANA's 27th Annual Western Regional Symposium, April 1998.
- "Solid Waste Services in the 100 Largest U.S. Cities", published in MSW Management, December 1997.
- "The Mother of All Solid Waste Surveys: Rates, Programs, and Service Arrangements in the 100 Largest U.S. Cities", presented at SWANA's WASTECON, St. Louis, October 1997.
- "Landfill Economics: A 10-Year History of Disposal Trends in Southern California", presented at SWANA's Western Regional Symposium, Palm Springs, April 1997.
- "Economic Incentives to Encourage Commercial Recycling", presented to the Resource Management Alliance, Culver City, December 1996.
- "Evaluating the Privatization Decision: Myths versus Facts", presented at the 6th Annual Arizona Landfill and Solid Waste Management Seminar, Phoenix, AZ, May, 1996.
- "Evaluating Financial Performance in Solid Waste Contracts", presented to SWANA, Southern California Founding Chapter, Long Beach, March 1996.
- "Solid Waste Collection Programs, Rates and Service Providers in 185 Cities", presented at SWANA's Western Regional Symposium, May 1995.
- "Privatizing Refuse Collection: How Real Are the Savings?", presented to SWANA, Southern California Founding Chapter, October 1994.
- "Public Versus Private Operation of Solid Waste Programs", presented to the California Resource Recovery Association, Santa Barbara, May 1994.
- "Alternative Service Arrangements for Solid Waste Collection Programs", presented to SWANA, Lake Tahoe, May 1994.
- "Financing Strategies for Integrated Waste Management Programs: Developing Accurate Estimates of Program Costs", presented to the League of California Cities, May 1992.



Debbie Morris, CMC Senior Project Manager



Historical Experience

Years of Experience: 30+
Clients Served: 120
Past Engagements: 410

Education

B.A., Business Administration
and Leadership, Concordia
University, Irvine

Professional License

Certified Management
Consultant (CMC), Institute of
Management Consultants USA

Professional History

HF&H Consultants, LLC: 1992 to
present

Price Waterhouse: 1985-1992

City of Irvine: 1983-1985

Professional Organizations

California Resource Recovery
Association (CRRRA)

Contact Information

(949) 251-1106

debbie@hfh-consultants.com

Range of Experience

Ms. Morris is a Certified Management Consultant and Senior Project Manager in our Southern California solid waste consulting practice. Ms. Morris has specialized in consulting to government clients on solid waste issues for more than 30 years.

Expertise

- High Diversion and Zero Waste Planning
- Contract Management and Contract Compliance Services
- Procurement and Contract Negotiations
- Solid Waste Rate Reviews
- Fee and Tonnage Audits
- SB 1383 Compliance

Knowledge and Understanding of SB 1383/ Legislative Compliance

Ms. Morris' legislative compliance experience includes AB 939, AB 341, AB 1826, AB 1594, and SB 1383 compliance strategic planning, annual report preparation, base-year adjustments, requests to use alternate adjustment factors, and disposal reconciliations. Jurisdictions assisted by Ms. Morris were able to document a significantly improved diversion rate (from three to 20 percentage points) and none of these jurisdictions have received a compliance order from CalRecycle.

Ms. Morris has successfully developed and monitored AB 341 and AB 1826 implementation plans for our clients. Ms. Morris prepares for and attends meetings with CalRecycle staff on behalf of our clients, and ensures ongoing compliance. Ms. Morris developed a technical assistance program for the City of Garden Grove in order to gain compliance with AB 341.

Ms. Morris has given numerous presentations to industry associations, joint powers authorities, and city councils on AB 939, AB 341, AB 1826, and SB 1383, including a presentation for the Southern California Waste Management Forum on preparing for SB 1383 implementation.

Procurement and Contract Negotiation

Ms. Morris has assisted in numerous procurement engagements for solid waste services contracts, including RFP preparation, proposal



Debbie Morris, CMC Senior Project Manager



evaluation, and negotiation support. Examples of clients for whom she has helped to obtain new or renegotiated solid waste services contracts include the cities of Aliso Viejo, Diamond Bar, El Monte, Huntington Park, Lawndale, Palm Desert, Whittier, and others. Ms. Morris is currently assisting the cities of Lawndale and Santa Ana in procuring new solid waste recycling services agreements. These negotiated agreements have included services and terms to ensure compliance with AB 939, AB 341, AB 1826, and SB 1383.

Ordinance Development

Ms. Morris' has assisted clients with ordinance development, California Green Building Code compliance assistance, stakeholder meetings, council representation, staff training, public outreach and education, and program administration and monitoring. Additionally, Ms. Morris assists her clients by updating their ordinances and diversion documentation to comply with the CalGreen three year updates.

Ms. Morris has developed a program to assist jurisdictions in implementing a construction and demolition debris diversion program from conceptual development through implementation by researching a jurisdiction's:

- Current construction and demolition debris tonnage generation
- Number and size of permits approved over a specified timeframe
- Stakeholder requirements
- Level of jurisdiction staff resources

She then integrates this information to produce a construction and demolition ordinance which fits the specific needs of the jurisdiction. Ms. Morris also assists the jurisdiction with staff program training and assistance, develops a public education and outreach program, and monitors the success of the program.

Recent Engagements

- **City Alhambra** – Competitive Procurement (in process)
- **City Santa Ana** – Competitive Procurement (in process)
- **City of Lawndale** – Competitive Procurement
- **City of Bell Gardens** – AB 1594 Negotiations and Ongoing Legislative Compliance
- **City of Garden Grove** – AB 1594 Negotiations and Ongoing Legislative Compliance
- **County of San Diego** – Non-Exclusive Franchise and C&D System

Speaking Engagements

- "AB 1826: Deciphering the Requirements", Southern California Waste Management Forum, March 5, 2019
- "Time Flies When You Are Having Fun! January 31st 2022 Will Be Here Before You Know It! Preparing for SB 1383", Southern California Waste Management Forum, November 14, 2018

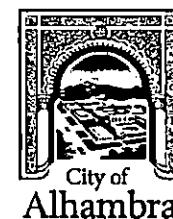


Debbie Morris, CMC Senior Project Manager



- "El Monte's Success Story – Reducing Illegal Dumping and Increasing Public Awareness", CRRA Annual Conference and Trade Show, August 21, 2017; and SWANA Conference, September 14, 2017
- "Solid Waste Contractor and Legislative Compliance – How to Remain Safe and Sane During This Time of Public Scrutiny and Legislative Change", Los Angeles Regional Agency Meeting, March 19, 2015
- "A Guide to Developing and Implementing Successful Zero Plans", Solid Waste Association of North America, Western Regional Symposium, April 5, 2012
- "Transitioning Solid Waste Systems and Services", Solid Waste Association of North America, Western Regional Symposium, Monterey, CA, May 16, 2011
- "Solid Waste Franchise Management 101", California Resource and Recycling Association, Sacramento, CA, August 9, 2010
- "How to Get the Biggest Bang for Your Used Oil Block Grant Buck", San Gabriel Valley Council of Governments, Monrovia, CA, February 22, 2010
- "Designing Waste Management Plans for Commercial Development," Association of Environmental Professionals, Irvine, CA, January 28, 2010
- "Riverside County Detention Center: Diversion and Sustainability Planning," The Riverside County Sheriff's Department, Riverside, CA, January 25, 2010
- "How to Get the Biggest Bang for Your Used Oil Block Grant Buck", California Used Oil/Household Hazardous Waste 2009 Training & Conference, Sacramento, CA, November 4, 2009
- "SB 1016: How Will the Economy Effect Your Jurisdiction's Compliance", SWANA Southern California Chapter, Palm Springs, CA, April 8, 2009
- "What Does SB 1016 Mean to Your Jurisdiction", SWANA Southern California Chapter, Ontario, CA, January 8, 2009
- "Dishing the Dirt on Construction and Demolition Debris Diversion Management – From Ordinance Development to Successful Program Management", SWANA Western Regional Symposium, Monterey Bay, CA, May 21, 2008
- "Overcoming Obstacles to Create a Successful Commercial and Multi-Family Recycling Program", SWANA Third Annual Communication, Education and Marketing E-Conference, May 15, 2007

Recent Clients





Tracy Swanborn, P.E. Senior Project Manager



"I enjoy helping clients achieve their diversion and contracting goals and am committed to delivering a high level of client service."

Range of Experience

Tracy Swanborn, a Senior Manager with HF&H, has more than 29 years of solid waste and recycling consulting experience assisting municipal agencies. Her expertise is in collection, transfer, processing, and disposal services procurement, contract development, and negotiations. She also has extensive experience assisting jurisdictions with diversion program planning including organics diversion programs.

Expertise

- Contract Development and Negotiations
- Procurements
- High Diversion/Zero Waste Plans
- Strategic Planning
- Stakeholder Engagement
- Policies and Municipal Codes
- SB 1383 Compliance

Knowledge and Understanding of SB 1383

Tracy has been actively involved in monitoring the development of SB 1383. She attended in person or by webinar all of CalRecycle's SB 1383 informal rule-making workshops and CalRecycle's March 2019 SB 1383 hearing. As part of the HF&H team that developed and hosted two SB 1383 Local Government Summits in 2018 for jurisdictions, Ms. Swanborn was instrumental in developing the SB 1383 presentation and presented a significant portion of the content. She also led the preparation of HF&H's SB 1383 compliance checklist, which has been distributed widely to jurisdictions. As HF&H's assistant project manager, she recently initiated a project for CalRecycle in which several SB 1383 Implementation Tools will be prepared. She is also presently assisting several clients with the SB 1383 planning and contracting services as described in the Recent Results section below.

Franchise, Processing, and Disposal Contracting

Ms. Swanborn has managed over 17 competitive contractor selection projects for Alameda, Central Contra Costa Solid Waste Authority (CCCSWA), Livermore, Petaluma, Union City, Newark, Chandler (Arizona), Fremont, Windsor, Citrus Heights, Sandy (Oregon), Santa Cruz County, South Bayside Waste Management Authority (SBWMA), Colusa, Chula Vista, and assisted with many others including: the City of Palo Alto's Zero Waste procurement, the City of San Jose's commercial

Historical Experience

Years of Experience: 30
Clients Served: 66
Past Engagements: 202
Articles and Speeches: 11

Education

B.S., Civil Engineering
Bucknell University, PA

Professional License

Professional Engineer
(C51875)

Professional History

HF&H Consultants, LLC: 2000 to present

Brown, Vence & Associates:
1990 to 2000

Professional Organizations

Solid Waste Association of
Northern California (SWANA)

California Resource Recovery
Association (CRRRA)

Contact Information

(707) 246-4803
tracy@hfh-consultants.com



Tracy Swanborn, P.E. Senior Project Manager



redesign procurement, and the South Bayside Waste Management Authority's collection and processing procurement. Her procurement experience includes diversion and program planning, RFP and contract preparation, proposal evaluation, contractor selection, and negotiations. As part of these projects, she regularly presents reports to elected officials and facilitates public workshops. She has managed other types of projects including redesign of collection systems; sole source contract negotiations for collection, processing, and disposal services; development of non-exclusive franchise agreements; and review and revision of municipal code language.

Ms. Swanborn is currently preparing a non-exclusive franchise agreement for the County of San Diego, for which she developed new contract provisions to address collection-related SB 1383 requirements. The draft agreement has been presented to haulers for review and comment on two occasions. In the next few months, it will be presented at a public meeting and then to the Board for approval.

Recent Results

- **CalRecycle** – Initiated a project for CalRecycle to prepare four SB 1383 Implementation Tools for use by jurisdictions and food recovery organizations/services, which will result in development of a model franchise agreement, enforcement ordinance, organic waste product procurement policy, and food recovery agreement that will include SB 1383-compliant terms and conditions.
- **RethinkWaste (SBWMA)** – Completed an analysis of current programs and policies to identify SB 1383 compliance gaps and initiated the next phase of the project that involves analysis of compliance options and development of an SB 1383 Action Plan.
- **RethinkWaste (SBWMA)** – Managed a competitive disposal procurement process and assisted in sole source negotiations to amend a model franchise agreement.
- **County of San Diego** – Developed “Community” and “County Operations” Plans for Achieving 75% diversion by 2025 and Zero Waste by 2035. Planned policies and programs that are expected to reduce disposal by 160,000+ tons per year and comply with SB 1383. Drafted a non-exclusive franchise agreement (with numerous SB 1383 provisions), a CALGreen-compliant C&D ordinance, and County Code update, all of which are nearly complete, with final drafts to be presented at stakeholder workshops in May 2019 and to the Board in the fall.
- **RecycleSmart (CCCSWA)** – Developed an SB 1383 Action Plan for a six-agency joint powers authority, including estimation of diversion, costs, and staffing needs and preparation of individual action plans for several necessary programs. The SB 1383 Action Plan will be presented to the RecycleSmart Board in May 2019. In July 2019, development of an SB 1383-compliant ordinance will begin, with Board adoption in 2020.
- **City of Elk Grove** – Prepared a Long-Range Strategic Plan with focus on organics programs for SB 1383 compliance.



Tracy Swanborn, P.E. Senior Project Manager



Speaking Engagements

- "Stepping up to the Plate: What Food Recovery Will Really Look Like under SB 1383", SWANA Western Regional Symposium, April 2019
- "SB 1383 Planning: Focus on Food Recovery", RecycleSmart (Central Contra Costa Solid Waste Authority), December 2018
- "SB 1383 Local Government Summit", HF&H Consultants, June 2018
- "Planning for 75% and Beyond: San Diego County's Experience", CRRA, August 2017
- "Negotiating for Results – Positioning for Success", CRRA, August, 2016
- "Success in Negotiating High Diversion Programs", SWANA Webinar, November 2015
- "Monitoring Diversion: 10 Statistics for Your Zero Waste Report Card", CRRA 35th Annual Conference, August 1-3, 2011
- "High Diversion Plan: Case Study for City of San Leandro", SWANA Western Regional Symposium, 2011
- "Best Practices for Regulating Haulers through Permit and Non-Exclusive Franchise Systems", SWANA Western Regional Symposium, 2007
- "Multi-Family Recycling: Effectively Implementing and Monitoring Recyclables Collection", SWANA Western Regional Symposium, 2005
- "Contract Enforcement: Tools for Managing Franchise Agreements Efficiently and Effectively", SWANA Western Regional Symposium, 2004

Recent Clients



EXHIBIT B: CLIENT TESTIMONIALS

EXHIBIT B: CLIENT TESTIMONIALS



City of Diamond Bar

21810 Copley Drive • Diamond Bar, CA 91765-4178

(909) 839-7000 • Fax (909) 861-3117
www.DiamondBarCA.gov

February 28, 2017

Laith Ezzet, CMC
Senior Vice President
HF&H Consultants, LLC
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612

Dear Laith,

On behalf of the City of Diamond Bar, I would like to convey my appreciation to you and the HF&H Team for providing professional and technical expertise during the successful contract negotiations with Waste Management and Valley Vista Services. The negotiations were completed on time, within budget, and ultimately approved by the City Council well in advance of the agreement expiration.

The City of Diamond Bar has utilized the services of HF&H on more than one occasion, providing the community with robust services at competitive rates. The recent negotiations solidified the work that was performed during the City's last negotiating period, but also included some notable enhancements:

- No ratepayer increases for the first year of the amended agreement.
- Continued Franchise and AB939 revenues.
- Additional revenues for street sweeping services.
- New Organics programs that comply with AB 1826 requirements.
- Continuation of curbside HHW and bulky item pickups.
- Focus on accountability, including reporting and performance audits.

This letter serves not only as a reference for your professionalism and high quality of work, but as confirmation that the HF&H Team provides results that ultimately benefit the City, its residents and businesses we serve.

Thank you again for the opportunity to work with you and the HF&H Team. I am available to discuss specifics by phone at 909.839.7010 or by email at rmclean@diamondbarca.gov.

Sincerely,

Ryan McLean
Assistant City Manager

Jimmy Lin
Mayor

Ruth M. Low
Mayor Pro Tem

Carol Herrera
Council Member

Nancy A. Lyons
Council Member

Steve Tye
Council Member

EXHIBIT B: CLIENT TESTIMONIALS



City of Whittier

13230 Penn Street, Whittier, California 90602-1772
(562) 567-9500

October 2, 2017

Laith Ezzet, CMC
Senior Vice President
HF&H Consultants, LLC
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612

Dear Laith:

I would like to thank you and your team for providing the technical expertise to finalize solid waste collection franchise agreements with Republic and Athens Services. As you know, the City had previously gone through a RFP process with another consulting firm in order to award a franchise agreement for the entire City. Going from a three-zone system with two private haulers and City crews to one private hauler for the entire City proved to be controversial. The RFP process ended in a referendum halting the award of the franchise agreement.

You and your team were tasked with negotiating long-term agreements with two haulers to service two separate City zones. Council's requirement to have the rate schedules in both franchise agreements match added complexity to the negotiation process. You were able to accomplish this while also negotiating valuable improvements from previous agreements including:

- An increased franchise fee
- A fair price for the purchase of City-owned equipment by one of the haulers
- A 50-hour per week porter to maintain the Uptown commercial district
- Free roll-out service for residents with disabilities
- 48 special clean ups per year from each hauler to include homeless encampment clean ups.

Thank you again for your support and professional expertise during the negotiation process. Public Works Manager, Vicki Smith, and I are available to discuss the process by phone at 562.567.9500 or by email at dschickling@cityofwhittier.org or vsmith@cityofwhittier.org.

Sincerely,

David Schickling
Director of Public Works

© Staff/Vicki Smith/Correspondence/HF&H Reference Letter.docx

EXHIBIT B: CLIENT TESTIMONIALS



October 24, 2017

Laith Ezzet, CMC
Senior Vice President
HF&H Consultants, LLC
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612

Dear Mr. Ezzet:

On behalf of the City of Aliso Viejo, I would like to convey my sincere appreciation to you and the HF&H Team for your assistance with our successful contract negotiations with CR&R Waste Management Services. The negotiations were completed on time, within budget, and ultimately approved by the City Council well in advance of the agreement expiration.

As you know, I have utilized HF&H on more than one occasion, while working for different agencies and negotiating waste hauler contracts with various providers. In my experience, HF&H provides the highest quality data analysis which allows for tough but fair contract negotiations; thus, insuring the highest level of service to the community at competitive rates. Our recent negotiations concluded with a contract with the following enhancements:

- ◆ No customer rate increases for the first two years
- ◆ Increased franchise fee revenue by \$185,000 per year
- ◆ Rate decrease for organics recycling
- ◆ Free wheel out service for disabled residents
- ◆ 10% rate discount for seniors
- ◆ Free bulky item collection for multi-family premises

Thank you again for providing the City with your expertise, professionalism and dedication. If there is anything I can do for you in the future, please contact me by email or by phone at (949) 425-2510.

Sincerely,

David A. Doyle
City Manager
ddoyle@cityofaliso Viejo.com

MAYOR
Dave Harrington
MAYOR PRO TEM
Phillip B. Tsunoda
COUNCIL MEMBER
Ross Chun
COUNCIL MEMBER
Mike Munzing
COUNCIL MEMBER
William A. Phillips
CITY MANAGER
David A. Doyle
CITY ATTORNEY
Scott C. Smith
CITY CLERK
Mitzi Ortiz, MMC

EXHIBIT B: CLIENT TESTIMONIALS



City of Manhattan Beach Department of Public Works

3621 Bell Avenue, Manhattan Beach, CA 90266
Phone: (310) 802-5313 Fax: (310) 802-5301 TDD: (310) 546-3501

February 6, 2019

HF&H Consultants, LLC
Attn: Laith Ezzet, CMC, SVP and April Hamud, Project Manager
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612

Dear Laith and April,

It is difficult to put into words how thankful we are for the professional guidance and support you both have provided the City of Manhattan Beach throughout our recent solid waste RFP process. Although there are still some to-do's remaining to finalize the awarded contract, we didn't want to delay our thanks. Along with City Council, we appreciate and respect your analysis, industry-knowledge, keen understanding of complex solid-waste-specific contract issues, and your helpful can-do attitude. You both made this process so unbelievably smooth, transparent and most importantly, ethical. Given the burden that selecting a hauler can place on city staff, HF&H was instrumental in significantly lessening that burden. And the guidance and expertise you provided to us and to our city council was immeasurable. We know that HF&H has an abundance of clients all over the State of California; however, please consider us one of the most grateful for all you have done to help us.

You are both worth your weight in gold!!!

All our best,

A handwritten signature in black ink, appearing to read "Stephanie Katsouleas".

Stephanie Katsouleas, Public Works Director

A handwritten signature in black ink, appearing to read "Anna Luke-Jones".

Anna Luke-Jones, Senior Management Analyst

Visit the City of Manhattan Beach website at www.citymb.info

EXHIBIT B: CLIENT TESTIMONIALS



P A L M D A L E

a place to call home

June 21, 2017

JAMES C. LEIDFORD
Mayor

STEVEN D. HOFBAUER
Mayor Pro Tem

LAURA BETTENCOURT
Councilmember

AUSTIN BISHOP
Councilmember

JUAN CARRILLO
Councilmember

38300 Sierra Highway
Palmdale, CA 93550-4798

Tel: 661/267-5100

Fax: 661/267-5122

TDD: 661/267-5167

Auxiliary aids provided for

communication accessibility

upon 72 hours notice and request.

Mr. Laith Ezzet
Senior Vice President
HF&H Consultants, LLC
19200 Von Karmen Avenue, Suite 360
Irvine, CA 92612

Dear Laith,

On behalf of the City of Palmdale, I would like to thank you for all of the assistance you have provided us with our Request for Proposals for Integrated Solid Waste Management (RFP). Your team provided us with the technical and professional expertise needed to have a successful RFP process that yielded great results.

Thanks to HF&H, we were able to present the City Council with two excellent agreements for consideration. Each proposed agreement would help save residents money while also addressing very difficult problems that are being encountered in the waste industry today, helping us future plan to protect against extraordinary rate increase requests thanks to ever changing waste diversion requirements. With your help, we were able to bring forward great options, with the difficulty being based on which option was best, versus how the public would react to the changes that needed to be made. Additionally, we will now have a greater waste diversion infrastructure, one that will provide our City with waste diversion security for years to come.

Thank you again for all of the assistance you have provided to the City with our RFP. We look forward to potentially working with you with our future waste division needs. If anyone would like to learn more about our RFP process, please don't hesitate to have them contact Benjamin Lucha, Senior Management Analyst, at blucha@cityofpalmdale.org or 661/267-5308.

Sincerely,


James Purtee
City Manager

www.cityofpalmdale.org

EXHIBIT B: CLIENT TESTIMONIALS



CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS

333 WEST OCEAN BOULEVARD • LONG BEACH, CA 90802 • (562) 570-8383 • FAX (562) 570-6012

August 29, 2016

Mr. Laith Ezzet, CMC
Senior Vice President
HF&H Consultants, LLC
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612

Dear Mr. Ezzet:

On behalf of the City of Long Beach Public Works Department, I would like to thank you for the professional guidance and technical expertise you and your team provided during the City's recycling procurement project.

Your team was retained by the City to assist with the development of the Recycling Collection Request for Proposal (RFP); specifically these services included:

- Providing input into the terms and conditions of the RFP for the collection and processing of single family, multi-family and commercial recyclables;
- Reviewing and evaluating the received proposals;
- Assisting with background investigations, interviews, evaluation reports and final contract negotiations with the selected vendor; and
- Assisting city staff in finalizing contract language.

Throughout the procurement project you provided excellent guidance and recommendations in a professional and timely manner. The expertise provided by you and your firm greatly assisted city staff with finalizing the contract with the selected provider.

Thank you again for your assistance and guidance. We look forward to working with HF&H Consultants, LLC in the future.

Sincerely,

Dikran A. Melkonian
Environmental Services Bureau Manager

EXHIBIT B: CLIENT TESTIMONIALS



Mayor L. Dennis Michael | Mayor Pro Tem Sam Spagnolo
Council Members William J. Alexander, Lynne Kennedy, Diane Williams
City Manager John R. Gilson

CITY OF RANCHO CUCAMONGA

10500 Civic Center Drive | P.O. Box 807 | Rancho Cucamonga, CA 91729-0807 | 909.477.2700 | www.CityofRC.us

July 14, 2016

Mr. Laith Ezzet, CMC
Senior Vice President
HF&H Consultants, LLC
19200 Von Karman Ave. Suite 360
Irvine, CA 92612

Dear Laith,

On behalf of the City of Rancho Cucamonga, I would like to thank both you and your team for the professional guidance and technical expertise you provided during our contract negotiations with Burrtec Waste Industries. The staff at HF&H provided a comprehensive evaluation of current and enhanced services, identifying a number of key elements that were missing from the current agreement. In addition to the analysis, HF&H prepared a new agreement and rate adjustment formula in a short amount of time, and advised city staff who led the negotiations. The City Council unanimously approved a new updated franchise agreement with numerous enhancements that was developed through the combined efforts of City staff and the HF&H Team.

The updated franchise agreement has the following key enhancements:

- For the first time, there will be a 5% cap on future rate adjustments.
- Rate adjustment methodology and formula included in agreement.
- Liquidated damages section with penalties for failure to meet performance standards as outlined in the agreement.
- Street sweeping services to be provided at no cost to the City or customers.
- Minimum overall diversion requirement with a 2% franchise fee increase if hauler fails to meet diversion standard.
- Free collection of trash and recyclables at City facilities, special events and community clean ups.

Please feel free to use the City of Rancho Cucamonga as reference. Thank you again for your expertise and professional guidance through the process.

Sincerely,

Handwritten signature of Linda Ceballos in cursive script.

Linda Ceballos
City of Rancho Cucamonga
Environmental Programs Manager

EXHIBIT B: CLIENT TESTIMONIALS



GARDEN GROVE SANITARY DISTRICT

11222 ACACIA PARKWAY, P.O. BOX 339, GARDEN GROVE, CALIFORNIA 92842

October 25, 2018

To Whom It May Concern

Local jurisdictions are required to have a Commercial Organics Recycling Program in place effective January 2017 as part of Assembly Bill (AB) 1826 (Chapter 727, Statutes of 2014). Some entities of which the Garden Grove Sanitary District is one may require a rate adjustment per its solid waste service provider to account for new state program implementation. In order to determine an equitable rate is achieved to fund the program; HF&H Consultants (Hilton, Farnkopf & Hobson, LLC) was chosen in 2017 to perform a formal (cost-based) rate review process on the new proposed organic rates, and to negotiate on behalf of the City/District with our solid wastes service provider to develop an amendment to our Franchise Agreement.

HF&H Consultants is a management consulting firm established in 1989 with a focus on municipalities. HF&H has more than 25 years of solid waste operations and consulting experience, and during that time has conducted hundreds of solid waste management consulting projects for clients throughout California. HF&H has provided our City/District staff with excellent advisement on all aspects of the Commercial Organics Recycling Program as well as formidably representing our City/District in negotiating a reasonable service rate adjustment with our solid wastes service provider. HF&H services provided consists of reviewing background information, preparing for negotiations, briefing City Staff on negotiation status, preparing draft amendment to franchise agreement, reporting results and making recommendations.

I highly recommend HF&H Consultants' services to government entities that need such highly marked solid waste management industry skills as that of which HF&H possesses. Please feel free to contact me at (714) 741-5956 if additional information is needed.

Sincerely,

A handwritten signature in black ink, appearing to read "A. J. Holmon III", with a stylized flourish extending to the right.

A. J. Holmon III
Environmental Services
Division Manager

EXHIBIT B: CLIENT TESTIMONIALS

Mayor
CHAD P. WANKE
Mayor Pro Tem
RHONDA SHADER
Councilmembers:
CRAIG S. GREEN
WARD L. SMITH
JEREMY B. YAMAGUCHI

The People are the City



City Clerk:
PATRICK J. MELIA
City Treasurer
KEVIN A. LARSON
City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92670

May 10, 2018

Laith Ezzet, CMG
Senior Vice President
HF&H Consultants, LLC
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612

Dear Mr. Ezzet:

On behalf of the City of Placentia, I would like to convey my sincere appreciation to you and the HF&H Team for providing professional and technical expertise during the successful contract negotiations with Republic Services. The negotiations were completed on time, within budget, and ultimately approved by the City Council well in advance of the City's target date to execute the agreement amendment.

As you know, this was the City's first time utilizing the services of HF&H. The City is pleased with the successful negotiations HF&H executed. HF&H provided quality data analysis which allowed for tough but fair contract negotiations; thus, insuring the highest level of service to the community at competitive rates. Our recent negotiations concluded with a agreement amendment with the following enhancements:

- A sector-wide competitive rate for commercial organics services.
- New organics program that complies with AB 1826 requirements.
- Focus on accountability, including reporting to meet CalRecycle requirements and a rate rebalancing mechanism to ensure the organic waste collection rate is accurate and fair for customers.

This letter serves not only as a reference for your professionalism and high quality of work, but as confirmation that the HF&H Team provides results that ultimately benefit the City, its residents and businesses we serve.

Thank you again for the opportunity to work with you and the HF&H Team. I am available to discuss specifics by phone at (714) 993-8120 or by email at lestevez@placentia.org

Sincerely,

Luis Estevez,
Director of Public Works

EXHIBIT B: CLIENT TESTIMONIALS



CITY OF YORBA LINDA

P.O. BOX 87014

CALIFORNIA 92885-8714

May 9, 2018

Laith Ezzet, CMC
Senior Vice President
HF&H Consultants, LLC
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612

Dear Laith,

On behalf of the City of Yorba Linda, I would like to express my appreciation to your and your team for assisting us with our recent contract amendment negotiations with Republic Services. We truly valued your expertise and guidance through this very complex subject matter, which we could not have navigated alone. We believe the negotiations were successfully completed on time, within budget and resulted in a substantial savings to the businesses of Yorba Linda.

Thank you for all your hard work, effort, professionalism and dedication. It was a pleasure working with you and your team and we look forward to other opportunities to engage HF&H in the future.

Sincerely,

David Christian
Assistant City Manager

BIRTHPLACE OF RICHARD NIXON • 37TH PRESIDENT OF THE UNITED STATES

EXHIBIT B: CLIENT TESTIMONIALS



7100 Garfield Avenue • Bell Gardens, CA 90201 • 562-806-7700 • www.bellgardens.org

January 21, 2014

Mr. Laith Ezzet, CMC
Senior Vice President
HF&H Consultants, LLC
19200 Von Karman Avenue, Suite 360
Irvine, California 92612

Re: Letter of Recommendation

I am pleased to recommend HF&H Consultants. HF&H has been providing solid waste consulting services to the City of Bell Gardens since 2011. The City has benefited from their breadth of solid waste industry experience and we have always found their work to be comprehensive, and their staff to be responsive to all of our requests.

On an ongoing basis, HF&H:

- Reviews the haulers' operational and financial data to ensure proper payment of city fees and reporting of tonnage.
- Reviews rate increase requests submitted by the exclusive franchised hauler on an annual basis.
- Develops measures to ensure compliance with the State's mandatory commercial recycling program.
- Prepares AB 939 Annual Reports.

As a result of this ongoing work, HF&H has assisted the City in:

- Recovering unpaid city fees.
- Working with each hauler on an individual basis to ensure compliance with the mandatory commercial recycling regulation.
- Ensuring hauler compliance – meetings between HF&H, the haulers, and the City ensured compliance with all of the requirements of the solid waste and recycling collection contract.

For me as a Director of Public Works, I take comfort knowing Debbie Morris and your team is available to respond to issues as they arise. HF&H's consistently delivers a high level of client satisfaction.

Sincerely,

Chau L. Vu
Public Works Director

EXHIBIT B: CLIENT TESTIMONIALS



CITY OF EL MONTE PUBLIC WORKS DEPARTMENT

Elaine Jeng, P.E.
Public Works & Utilities Director

Jonathan Wu, P.E.
Interim City Engineer

September 14, 2017

Mr. Laith Ezzet, CMC
Senior Vice President
HF&H Consultants, LLC
19200 Von Karman Avenue, Suite 360
Irvine, California 92612

Re: Letter of Recommendation

On behalf of the City of El Monte, I would like to take this opportunity to express my appreciation for the outstanding services provided by HF&H Consultants.

The City of El Monte retained HF&H Consultants in 2015 to provide diversion program implementation and monitoring, regulatory compliance planning and assistance, solid waste contract monitoring, auditing services, grant management, and representing the City at community events on an ongoing basis.

HF&H's "hands-on" approach to solid waste consulting has assisted the City in:

- Developing and implementing a plan to gain compliance with assembly bills 341 and 1826;
- Ensuring that the franchised haulers are complying with the terms and conditions contained in the solid waste agreements, and paying City fees accurately;
- Streamlining the City's construction and demolition process to ensure the capture of the all projects within the City to maximize diversion, and updating the City's construction and demolition debris ordinance to align with CalGreen requirements; and,
- Developing an effective plan to decrease illegal dumping.

HF&H's professional and well-qualified staff has been a benefit to the City, and I am pleased to have the opportunity to recommended HF&H Consultants to other jurisdictions.

Sincerely,

A handwritten signature in black ink, appearing to read "Elaine Jeng", is written over a horizontal line.

Elaine Jeng, P.E.
Director of Public Works and Utilities

11333 VALLEY BOULEVARD, EL MONTE, CALIFORNIA 91731-3293 / (626) 580-2058
WEBSITE: www.elmonteca.gov

EXHIBIT B: CLIENT TESTIMONIALS

Inglewood



California

Public Works Department
ONE MANCHESTER BOULEVARD / INGLEWOOD, CA. 90301 / P.O. BOX 6500 / INGLEWOOD, CA. 90312
Telephone (310) 412-5333 / Fax (310) 412-5552
www.cityofinglewood.org

LOUIS A. ATWELL, P.E.
PUBLIC WORKS DIRECTOR

December 15, 2016

Mr. Laith Ezzet, CMC
Senior Vice President
HF&H Consultants, LLC
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612

Re: Letter of Recommendation

Dear Mr. Ezzet:

This letter is provided as recommendation of HF&H Consultants, LLC. HF&H has assisted the City of Inglewood in the area of solid waste consulting and recycling projects since 2006.

HF&H Consultants are a great business partner to the City. Their leadership and extensive knowledge of solid waste practices, contract procurement, negotiations and sustainability principles has proven to be invaluable for Inglewood. Inglewood's current franchise agreement is far and above industry standards due in part to the fact that HF&H understands the City's mission to provide the best trash disposal and recycle services to our residential and commercial customers.

HF&H's ability to serve Inglewood with prompt responsiveness, accountability and professional commitment goes a long way to solidify our trust in them. HF&H is nationally known as "Leaders in Managing Tomorrow's Resources Today"; here in Inglewood, we have found that to be true. HF&H takes pride in the services they provide to their clients in California. They painstakingly ensure that all reports, data requests and rate calculations are provided accurately. Their breadth of experience is depended upon to assist the City to maintain its compliance with state, local and federal agencies.

I wholeheartedly recommend HF&H Consultants, LLC to any entity that is looking for a high quality, state of the art and professional operation.

Respectfully,


Angela Williams
Environmental Services Manager

EXHIBIT C:
HF&H CLIENT LIST

EXHIBIT C: HF&H CLIENT LIST

Aerojet General Corporation	City of Calabasas
Alameda County Clean Water Program	City of California City
Alameda County Waste Management Authority	City of Camarillo
Alameda County Water District	City of Campbell
Amador Water Agency	City of Canyon Lake
Bay Area Water Supply & Conservation Agency	City of Carlsbad
Bear Creek Valley Sanitary	City of Carmel-by-the-Sea
CSU, Monterey Bay	City of Carpinteria
California Water Service Company	City of Carson
CalRecycle	City of Carson City, Nevada
Carmichael Water District	City of Cerritos
Castro Valley Sanitary District	City of Chandler
Central Contra Costa Sanitary District	City of Chino
Central Contra Costa Solid Waste Authority (RecycleSmart)	City of Chula Vista
Chittenden Solid Waste District	City of Clovis
City of Adelanto	City of Compton
City of Alameda	City of Concord
County of Alameda	County of Contra Costa
City of Albany	City of Corte Madera
City of Alhambra	City of Cotati
City of Aliso Viejo	City of Covina
City of Anaheim	City of Cudahy
City of Antioch	City of Cupertino
City of Arcadia	City of Daly City
City of Ashland	City of Dana Point
City of Atherton	City of Davis
City of Atwater	City of Del Mar
City of Azusa	City of Diamond Bar
City of Bakersfield	City of Downey
City of Barstow	City of Dublin
City of Bell Gardens	City of East Palo Alto
City of Bellflower	City of El Centro
City of Belmont	City of El Cerrito
City of Belvedere	County of El Dorado
City of Benicia	City of El Monte
City of Berkeley	City of Elk Grove
City of Beverly Hills	City of Emeryville
City of Brea	City of Encinitas
City of Brentwood	City of Eugene
City of Burbank	City of Fair Oaks
City of Burlingame	Town of Fairfax
	City of Fairfield
	City of Fillmore
	City of Florence

EXHIBIT C: HF&H CLIENT LIST

City of Folsom
City of Fort Bragg
City of Fort Collins, CO
City of Fortuna
City of Foster City
City of Fremont
City of Fresno
County of Fresno
City of Fullerton
City of Galt
City of Garden Grove
City of Gilroy
City of Glendale, Arizona
City of Glendale, California
City of Glendora
City of Goodyear
City of Granada
City of Gridley
City of Guadalupe
City of Hawthorne
City of Hayward
City of Healdsburg
City of Hercules
City of Hermosa Beach
City of Hesperia
Town of Hillsborough
City of Hollywood
County of Humboldt
City of Huntington Park
City of Imperial Beach
City of Indian Wells
City of Indio
City of Inglewood
City of Irvine
City of Kensington
County of Kern
City of La Canada-Flintridge
City of La Habra
City of La Palma
City of La Puente
City of La Quinta
City of La Verne
City of Laguna Beach
City of Laguna Niguel
City of Lake Forest
City of Lancaster

City of Larkspur
City of Lathrop
City of Lawndale
City of Lincoln
City of Litchfield Park, AZ
City of Livermore
City of Lodi
City of Lompoc
City of Long Beach
City of Los Alamitos
City of Los Altos
Town of Los Altos Hills
City of Los Angeles
County of Los Angeles
City of Los Banos
Town of Los Gatos
City of Lynwood
City of Manhattan Beach
City of Manteca
County of Marin
City of Marina
City of Martinez
County of Mariposa
City of Menlo Park
County of Mendocino
County of Merced
City of Mesa
City of Mill Valley
City of Millbrae
City of Milpitas
City of Mission Viejo
City of Modesto
County of Mono
City of Monrovia
City of Montclair
City of Monte Sereno
City of Monterey Park
City of Morgan Hill
City of Mountain View
City of Murrieta
City of Napa
County of Napa
County of Nevada, CA
City of Newark
City of Newport Beach
City of Newport, OR

EXHIBIT C: HF&H CLIENT LIST

County of North San Diego
City of Northridge
City of Norwalk
City of Oakland
Oakwood Lake Water District
City of Oceanside
City of Ogden, UT
City of Ojai
Town of Old Sacramento
City of Ontario
City of Orange
County of Orange
City of Oroville
City of Oxnard
City of Pacific Grove
City of Pacifica
City of Palm Desert
City of Palm Springs
City of Palmdale
City of Palo Alto
City of Palos Verdes Estates
Town of Paradise
City of Paramount
City of Pasadena
City of Paso Robles
City of Peoria, AZ
City of Petaluma
City of Pico Rivera
City of Piedmont
City of Pinole
City of Pittsburg
City of Placentia
City of Pleasanton
City of Pomona
City of Port Hueneme
City of Portland
City of Portola Valley
City of Poway
City of Rancho Cordova
City of Rancho Cucamonga
City of Rancho Palos Verdes
City of Rancho Santa Margarita
City of Redondo Beach
City of Redwood City
City of Reedley
City of Ridgecrest

City of Rio Vista
City of Riverside
County of Riverside
City of Rohnert Park
City of Roseville
City of Sacramento
County of Sacramento
City of Saginaw
Town of San Anselmo
City of San Bernardino
County of San Bernardino
City of San Bruno
City of San Buenaventura
City of San Carlos
City of San Clemente
City of San Diego
County of San Diego
City of San Fernando
City of San Francisco
County of San Joaquin
City of San Jose
City of San Juan Capistrano
City of San Leandro
City of San Luis Obispo
County of San Luis Obispo
City of San Mateo
County of San Mateo
City of San Pablo
City of San Rafael
City of San Ramon
City of Sand City
City of Sandy
City of Sanger
City of Santa Ana
City of Santa Barbara
County of Santa Barbara
City of Santa Clarita
City of Santa Cruz
County of Santa Cruz
City of Santa Monica
City of Santa Paula
City of Santa Rosa
City of Santa Ynez
City of Santee
City of Saratoga
City of Sausalito

EXHIBIT C: HF&H CLIENT LIST

City of Seal Beach
City of Seaside
City of Seattle
City of Sebastopol
City of Sedona, AZ
City of Selma
County of Sonoma
City of South Gate
City of South San Francisco
City of Stockton
City of Sunnyvale
County of Sutter
Town of Tiburon
City of Temecula
City of Thousand Oaks
City of Torrance
City of Tracy
Town of Truckee
County of Tulare
City of Tustin
City of Ukiah
City of Union City
City of Upland
City of Vacaville
City of Vallejo
City of Vancouver, WA
County of Ventura
City of Vernon
City of Victorville
City of Visalia
City of Walnut Creek
City of Watsonville
City of West Hollywood
City of West Linn, OR
City of Whittier
City of Willits
Town of Windsor
City of Winters
City of West Sacramento
City of Woodland
County of Yolo
City of Yorba Linda
City of Yountville
County of Yuba
Town of Yucca Valley

Clackamas County Sunnybrook Service Ctr.
Coachella Valley Association of Gov.
Coastside County Water District
Contra Costa Water District
Costa Mesa Sanitary District
Delta Diablo Sanitation District
DERWA (DSRSD-EBMUD Recycled Water Authority)
Disneyland Resort
Dublin San Ramon Services District
East Bay Municipal Utilities District
East Palo Alto Sanitation District
Fairfield-Suisun Sewer District
Fred Hutchinson Cancer Research Center
Fremont Unified School District
G.L. Mezzetta
Glenn County Public Works
Golden Hills Community Services District
Greater Vancouver Water District
Groveland Community Services District
Hayward Area Recreation District
Humboldt Waste Management Authority
Irish Beach Water District
Josephine County/Grants Pass SWA
Kensington Police Protection
Lake County / City Area Planning Council
Lane County Waste Management
Las Gallinas Valley Sanitary District
Los Angeles County Sanitation District
Los Angeles Department of Water & Power
Los Trancos County Water District
Lukins Brothers Water Company
Malaga County Water District
Marin County Community Development Agency
Marin Municipal Water District
Mendocino Solid Waste Management Authority
Metropolitan Water District

EXHIBIT C: HF&H CLIENT LIST

Monterey Regional Waste Management District
Mountain View Sanitary District
Municipality of Anchorage
National Association of Theatre Owners
Natural Resources Defense Council
North American Development Bank
North Coast County Water District
Novato Sanitary District
Olivenhain Municipal Water District
Oro Loma Sanitary District
Pebble Beach Community Services District
Placer County Water Agency
Riverside County Waste Resource Management District
Ross Valley Sanitary District
Sacramento Regional Solid Waste Authority
San Francisquito Creek JPA
San Gabriel Valley Council of Governments
San Juan Water District
Sanitary District No. 5 of Marin County
Santa Anita Associates, LLC
Santa Clara Valley Water District
Santa Margarita Water District
Sausalito-Marín City Sanitary District
Scotts Valley Water District
Sharon Heights Golf & Country Club
Silicon Valley Animal Control Authority
Solano Irrigation District
Sonoma County Water Agency
South Bayside Waste Mgmt. Authority
South Coast Water District
South County Fire
South El Monte Joint Defense Group
Southeast Water Coalition JPA
Stanford University
Stanislaus County
Superior Court Orange County
SWANA
Tamalpais Community Services District
The Presidio Trust
The Santaluz Club
The State Bar of California

Union Sanitary District
United Water Conservation District
University Enterprises (CSU System)
University of California Berkeley
Veterans Home Administration
Waterworks Technologies, Inc.
West Bay Sanitary District
West Contra Costa Integrated Waste Management Authority
West Contra Costa Unified School District
West Valley Solid Waste Management Authority
Westborough Water District
Western Hills Water District
Western Municipal Water District
Western Riverside Council of Government



City of Gardena
City Council Meeting

Agenda Item No. 8.E. (1)

Department: POLICE

Meeting Date: 08/11/2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: EXECUTION OF FIVE-YEAR CONTRACT WITH AXON ENTERPRISE, INC. FOR POLICE BODY WORN VIDEO

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Authorize and execute Contract.	
<u>RECOMMENDATION AND STAFF SUMMARY:</u> <p>Staff respectfully recommends that the City Council authorize and execute the contract with Axon Enterprise, Inc.</p> <p>In 2015, the Gardena Police Department implemented a Body Worn Camera and Digital Evidence Storage Program. The Department entered into a five-year contract with TASER, now known as Axon Enterprise, Inc., for the implementation of this program. All police officers have been utilizing this technology for the past five years to record (both with audio and visual) all interaction with the public. The video is stored utilizing a digital evidence storage solution, Evidence.com, which allows for easy categorizing, retention, and review of all video. Additionally, the District Attorney's Office has the ability to review the video through Evidence.com, creating a seamless and authenticated transmission of evidence.</p> <p>The original agreement expires in September 2020. Therefore, the Police Department now needs a new contract for body worn video and digital evidence storage. The Police Department has elected to continue with Axon due to ease of use, reliability, style, comfort, video quality, sound quality, video/audio capacity, uploading speed, uploading ease of use, and battery life. This new five-year agreement will allow for 90 body worn cameras and online storage. Moreover, this agreement includes two equipment upgrades, thereby allowing police officers to continue to have the latest technology and ensuring all public interactions be documented. Axon will also be providing a \$2,750 training to ensure our staff is knowledgeable about the new technology, free of cost to the City of Gardena.</p> <p>The purchase will be through OMNIA Partners Contract Number 151089. OMNIA Partners contracts are public contracts awarded by a government entity utilizing industry best practices, processes and procedures. This allows vendors an opportunity to compete with their lowest bids and enables municipalities to obtain the overall best price for their procurement. The Cities of Santa Monica, Garden Grove, and Simi Valley have all contracted with Axon for Body Worn Video utilizing the OMNIA Partners Cooperative.</p>	
<u>FINANCIAL IMPACT/COST:</u> <p>Budget Amount: \$79,858.45 per year, totaling \$399,292.25 over five years</p> <p>Funding Source: General Fund</p>	
<u>ATTACHMENTS:</u> <p>Contract Axon Enterprise Quote</p>	
Submitted by: <u>Mike Saffell</u> , Mike Saffell, Chief of Police Date: <u>7/29/20</u>	
Concurred by: <u>Clint Osorio</u> , Clint Osorio, City Manager Date: <u>8/3/20</u>	



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-259003-44019.693CM

Issued: 07/07/2020

Quote Expiration: 08/31/2020

Account Number: 106831

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Todd Fox
Gardena Police Dept. - CA
1718 W. 162nd Street
Gardena, CA 90247
US

BILL TO

Gardena Police Dept. - CA
1718 W. 162nd Street
Gardena, CA 90247
US

SALES REPRESENTATIVE

Chris Morton
Phone: (206) 310-6165
Email: cmorton@axon.com
Fax:

PRIMARY CONTACT

Todd Fox
Phone: (310) 217-9600
Email: tfox@gardenapd.org

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	270	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	12	90	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	500	0.00	0.00	0.00
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	90	336.00	325.08	29,257.20
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	12	354.00	342.50	4,110.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	90	468.00	452.79	40,751.10
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	500	4.80	4.64	2,320.00
Services						
85144	AXON STARTER		1	2,750.00	0.00	0.00
Subtotal						76,438.30
Estimated Shipping						0.00
Estimated Tax						3,420.15
Total						79,858.45

Q-259003-44019.693CM

Protect Life.

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	90	336.00	325.08	29,257.20
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	12	354.00	342.50	4,110.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	90	468.00	452.79	40,751.10
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	500	4.80	4.64	2,320.00
Subtotal						76,438.30
Estimated Tax						3,420.15
Total						79,858.45

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	90	336.00	325.08	29,257.20
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	12	354.00	342.50	4,110.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	90	468.00	452.79	40,751.10
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	500	4.80	4.64	2,320.00
73309	AXON BODY CAMERA REFRESH ONE		90	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK MID REFRESH		12	0.00	0.00	0.00
Subtotal						76,438.30
Estimated Tax						3,420.15
Total						79,858.45

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	90	336.00	325.08	29,257.20
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	12	354.00	342.50	4,110.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	90	468.00	452.79	40,751.10
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	500	4.80	4.64	2,320.00
Subtotal						76,438.30
Estimated Tax						3,420.15
Total						79,858.45

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	90	336.00	325.08	29,257.20
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	12	354.00	342.50	4,110.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	90	468.00	452.79	40,751.10
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	500	4.80	4.64	2,320.00
73310	AXON BODY CAMERA REFRESH TWO		90	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK FINAL REFRESH		12	0.00	0.00	0.00
Subtotal						76,438.30
Estimated Tax						3,420.15
Total						79,858.45

Grand Total	399,292.25
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Discounts (USD)

Quote Expiration: 08/31/2020

List Amount	397,790.00
Discounts	15,598.50
Total	382,191.50

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	79,858.45
Year 2	79,858.45
Year 3	79,858.45
Year 4	79,858.45
Year 5	79,858.45
Grand Total	399,292.25

Notes

This is a renewal quote for contract #00005197 (associated quote Q-18958).

An Axon CSM will complete the order for 100% discounted body-worn camera and docking station hardware owed as a TAP replacement for hardware purchased under existing contract #00005197. All TAP obligations from this contract will be considered fulfilled upon the execution of that quote. The refreshed hardware will be covered under the Technology Assurance Plan (TAP) and will be eligible for 2 replacements. This will take place at the 30 and 60-month marks of this new contract.

National IPA Contract No. 151089 is used for pricing and purchasing justification.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____

Name (Print): Tasha Cerda Title: Mayor, City of Gardena

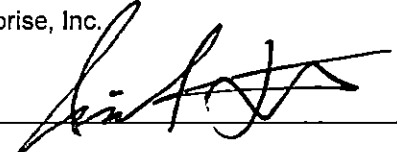
PO# (Or write N/A): _____

Please sign and email to Chris Morton at cmorton@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Enterprise, Inc.

Signature:  Date: 7/13/2026

Name (Print): Isaiiah Fields Title: SVP, General Counsel

Axon Internal Use Only

		SFDC Contract#:
		Order Type:
		RMA#:
		Address Used:
		SO#:
Review 1	Review 2	
Comments:		

Q-259003-44019.693CM

5

Protect Life.

CITY OF GARDENA
Signature Page 2

ATTEST:

APPROVED AS TO FORM:

MINA SEMENZA
City Clerk



CARMEN VASQUEZ
City Attorney



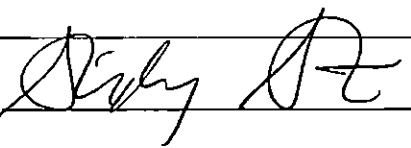

City of Gardena
City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8. F. (1)
Department: Recreation and
Human Services
Meeting Date: 8/11/2020

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVAL OF THE CONTRACT SERVICES AGREEMENT BETWEEN
THE CITY OF HAWTHORNE AND THE CITY OF GARDENA FOR SENIOR
CASE MANAGEMENT SERVICES BEGINNING JULY 1, 2020 - JUNE 30, 2021.

<u>COUNCIL ACTION REQUIRED:</u> <ul style="list-style-type: none">• Approve Contract Services Agreement	<u>Action Taken</u>
<u>STAFF SUMMARY:</u> <p>Staff respectfully recommends that the City Council approve the Contract Services Agreement between the City of Hawthorne and the City of Gardena for the Senior Case Management Services. Under this agreement, The City of Gardena will provide case management services to senior citizens residing in the City of Hawthorne. Designated staff in the Gardena Senior Bureau will provide a minimum of one hour of case management services at the City of Hawthorne per week. Additionally, an average of 3 hours per week of case management services will be provided at either the Hawthorne Senior Center, the Gardena Senior Citizens Bureau, or in the field with clients.</p> <p>The services for provided are funded through LA County.</p>	
<u>FINANCIAL IMPACT/COST:</u> <ul style="list-style-type: none">• Grant Funded by LA COUNTY SSP	
<u>ATTACHMENTS:</u> <ul style="list-style-type: none">1) Contract Services Agreement	
Submitted by 	Stephany Santin, Director of Recreation & Human Services
Date 08/05/2020	
Concurred by 	, Clint Osorio, City Manager
Date 08/05/2020	

CITY OF HAWTHORNE
CONTRACT SERVICES AGREEMENT FOR
SENIOR CASE MANAGEMENT SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 1st day of July, 2020, by and between the City of Hawthorne, 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. *Exhibit "C"* outlines the "In-Kind Services Agreement" between the City and the Consultant.

2.0 COORDINATION OF WORK

2.1 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.

2.2 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.

2.3 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.

2.4 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.

3.0 INSURANCE AND INDEMNIFICATION

3.1 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 3.1 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 3.1 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 3.1.

3.2 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.

4.0 TERM

4.1 Term. Unless earlier terminated in accordance with Section 4.2 below, this Agreement will begin on July 1, 2020 and continue in full force and effect until June 30, 2021. The Agreement may be renewed for up to 3 additional years pending an award of Case Management funding allocation by the Los Angeles County Workforce Development, Aging, and Community Services Department each fiscal year through June 30, 2024.

4.2 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.

5.0 MISCELLANEOUS

5.1 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.

5.2 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.

5.3 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.

5.4 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 Hawthorne, 3901 W. El Segundo Blvd. Hawthorne CA 90250, and in the case of the Consultant, to the Consultant's representative at the address designated on the execution page of this Agreement.

5.5 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.

5.6 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.

5.7 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.

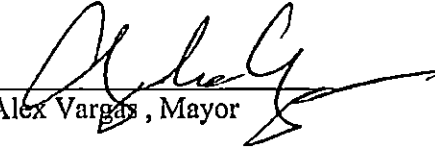
5.8 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default will impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval will not be deemed to 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.


5.9 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.


5.10 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 Hawthorne,
a municipal corporation

By: 
Alex Vargas, Mayor

ATTEST:

Dr. Paul Jimenez, City Clerk

APPROVED AS TO FORM:

Russell Miyahira, City Attorney

CONSULTANT:
City of Gardena, a municipal corporation

By: _____
Name: Tasha Cerda
Title: Mayor

ATTEST:

Mina Semenza, City Clerk

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

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 Hawthorne Senior Center located at 3901 El Segundo Avenue in Hawthorne, 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 Hawthorne Senior 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).

EXHIBIT "B"
SPECIAL REQUIREMENTS

None.

EXHIBIT " C "

IN-KIND SERVICES AGREEMENT
(Between the Agency and a Second Party)

Effective July 1, 2020 through June 30, 2021

City of Hawthorne (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 B SSP Case Management	Classroom/Meeting Room space at the Hawthorne Senior Center	\$424.67	\$5096.00

In-Kind Agency: City of Hawthorne

Agency: City of Gardena

By: _____

Alex Vargas, Mayor

By: _____

Tasha Cerda, Mayor

ATTEST: _____

Dr. Paul Jimenez, City Clerk

ATTEST: _____

Mina Semenza, City Clerk

Date: _____

7-28-2020

Date: _____



City of Gardena
City Council Meeting

Agenda Item No. 9. A. (1)

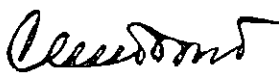
Department: COUNCIL ITEMS

Meeting Date: 08/11/2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: DESIGNATION OF VOTING DELEGATE / REPRESENTATIVE FOR
THE LEAGUE OF CALIFORNIA CITIES FIRST VIRTUAL ANNUAL
CONFERENCE, OCTOBER 7-9, 2020

<u>COUNCIL ACTION REQUIRED</u> Designate Voting Delegate	<u>Action Taken</u>
<u>STAFF SUMMARY</u> Staff respectfully recommends that the City Council designate a member of the City Council to serve as the City of Gardena's Voting Delegate during the October 7-9, 2020, First Virtual Annual League of California Cities (League) Conference and Expo. Consistent with League bylaws, a city's voting delegate must be designated by its City Council. As Gardena's Delegate to the Los Angeles County League of California Cities, <u>Council Member Rodney G. Tanaka</u> is available to attend to represent the City of Gardena at the State's Annual Conference and Expo and will be available to serve in this capacity. Therefore, Staff recommends that the City Council designate Council Member Tanaka to represent the City of Gardena as its official Voting Delegate during the League's Annual Conference next October. Council Action regarding selection of a Voting Delegate is advised by August 31, 2020. The selection information, attested by the City Clerk, will be submitted to the League of California Cities Office by the required 2020 deadline.	
<u>FINANCIAL IMPACT/COST</u> – None	
<u>ATTACHMENTS</u> League Notification regarding Designation of Voting Delegates / Alternates for League Policy 2020 Annual Conference Voting Delegate/Alternate Form Annual Conference Voting Procedures	
Submitted by:  , Clint Osorio, City Manager	
Date: 08/6/2020	



Council Action Advised by August 31, 2020

June 30, 2020

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the

special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 7, 8:00 a.m. – 6:00 p.m.; Thursday, October 8, 7:00 a.m. – 4:00 p.m.; and Friday, October 9, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 30. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

**2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____
(circle one) (signature)

Date: _____ Phone: _____

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.