



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*
ART KASKANIAN, *Mayor Pro Tem*
MARK E. HENDERSON, *Council Member*
DAN MEDINA, *Council Member*
RODNEY G. TANAKA, *Council Member*

MINA SEMENZA, *City Clerk*
J. INGRID TSUKIYAMA, *City Treasurer*
EDWARD MEDRANO, *City Manager*
PETER L. WALLIN, *City Attorney*

Tuesday, August 13, 2019

Closed Session – 7:00 p.m.

Open Session – 7:30 p.m.

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 msemenza@cityofgardena.org at least two business days prior to the scheduled meeting to ensure assistance is provided. Assistive listening devices are available.

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

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

If you wish to address the Council, please complete a "Speaker Request" form and present it to the City Clerk. You will be called to the podium by name when it is your turn to address the Council. The City Council cannot legally take action on any item not scheduled on the agenda. Such items may be referred for administrative action or scheduled on a future agenda.

STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS

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

Thank you for your attendance and cooperation.

1. ROLL CALL

2. CLOSED SESSION

(1) PUBLIC EMPLOYMENT APPOINTMENT

Government Code Section 54957

(a) Appointment of Deputy City Attorney

(2) CONFERENCE WITH REAL PROPERTY NEGOTIATIONS

Government Code Section 54957.6

(a) Agency Negotiators: City Manager Edward Medrano and City Attorney Peter L. Wallin
Negotiating Party: Joseph Nuzzolo, Agent for Sorakubo Family Trust
Property: 16010 South Harvard Boulevard, Gardena, CA 90247
Under Negotiation: Purchase and Sales Agreement, Price and Terms of Payment

(3) CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

(a) Agency Designated Representative:
Edward Medrano, City Manager
Employee Organizations:
Gardena Police Officers Association (GPOA)
Mike Sargent, Association President
Gardena Management Employees Organization (GMEO)
Vicky L. Barker, Attorney
Gardena Municipal Employees Association (GMEA)
Fred G. Quiel, Attorney
Confidential / Unrepresented Employees

3. PLEDGE OF ALLEGIANCE & INVOCATION

A. PLEDGE OF ALLEGIANCE

Quovadis Ingram and Aubrey Ingram
Participants in the City of Gardena Summer Day Camp at Freeman Memorial Park,
sponsored by the Recreation and Human Services Department

B. INVOCATION

The Reverend Christopher Codrington, Pastor
Gardena-Torrance Baptist Church

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

(1) Gardena Military Veteran Recognition to Honor Veteran Ronald Jackson, who served in the U.S. Marine Corps. Mr. Jackson was chosen at the recommendation of Council Member Dan Medina **(to be accepted by Mr. Ronald Jackson)**

4. **PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS (Continued)**

B. **PROCLAMATIONS – No Items**

C. **APPOINTMENTS**

- (1) Council Appointments to Commissions, Committees, Councils, and Boards
(Appointees to be Ratified and Sworn In)
 - (a) Human Services Commission
 - (b) Planning and Environmental Quality Commission
 - (c) Recreation and Parks Commission
 - (d) Senior Citizens Commission
 - (e) Gardena Youth Commission
 - (f) Gardena Beautification Committee
 - (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 of Minutes
 - (a) Special-Called Gardena City Council Meeting, July 23, 2019
 - (b) Gardena City Council Regular Meeting, July 23, 2019
 - (c) Planning & Environmental Quality Commission Meeting, May 7, 2019
 - (d) Planning & Environmental Quality Commission Meeting, July 16, 2019
- (2) Affidavit of Posting Agenda on August 9, 2019

C. **CITY TREASURER**

- (1) Approval of Warrants / Payroll Register
 - (a) August 13, 2019

5. CONSENT CALENDAR (Continued)

D. CITY MANAGER

- (1) Personnel Report No. P-2019-14
- (2) Approval of the Amended 2019-2024 Memorandum of Understanding (MOU) between the City of Gardena and the Gardena Police Officers Association (GPOA)
- (3) RESOLUTION NO. 6404, Amending the List of Authorized Games and Authorizing the Play of Certain Games in Licensed Card Clubs
- (4) Authorize Payment to the County of Los Angeles for Annual Services Provided in the Amount of \$173,000 for Industrial Waste Services and Traffic Signal Maintenance Performed at Shared Intersections
- (5) Acceptance and Notice of Completion of Rowley Park Renovation, JN 870; Auditorium Audiovisual Upgrade, Auditorium Classroom Remodel, and Sun Shade Structure
- (6) Ratify Administrative Approval of the Cooperative Agreement between Los Angeles County and the City of Gardena for Paratransit Service
- (7) Approve Project List for the FY20 State Transit Assistance State of Good Repair Program

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. August 6, 2019, MEETING

(1) Conditional Use Permit #17-17

A request for a conditional use permit, to allow the operation of an indoor practice facility for a roller derby team per section 18.46.030.C.9 of the Gardena Municipal Code in the General Industrial (M-2) zone that qualifies for a Notice of Exemption.

Project Location: 1519 West 139th Street (APN: 6102-017-009)

Applicant: Rachel Johnston, Angel City Derby Girls, Inc.

Commission Action: Commission approved Resolution No. PC 13-19, approving CUP #17-17.

Call for Council Review, Appeal Decision, or Receive and File

ORAL COMMUNICATIONS

Oral Communications by the public will be heard for one-half hour at or before 8:30 p.m. or at the conclusion of the last agenda item commenced prior to 8:30 p.m. Oral Communications not concluded at that time shall be resumed at the end of the meeting after Council Reports. Speakers are to limit their remarks to three minutes, unless extended by the Mayor. An amber light will appear to alert the speaker when two minutes are complete, and a red light will appear when three minutes are over. Your cooperation is appreciated.

8. DEPARTMENTAL ITEMS

A. ADMINISTRATIVE SERVICES – *No Items*

B. COMMUNITY DEVELOPMENT

- (1) **PUBLIC HEARING:** Zone Code Amendment #2-19, Project Location: Citywide, previously set for August 13, 2019, **has been postponed** for consideration by the City Council to the next Regularly Scheduled City Council Meeting – **FOR INFORMATION ONLY**

C. ELECTED & ADMINISTRATIVE OFFICES – *No Items*

D. GENERAL SERVICES

- (1) Approval of On-Call Professional Consultants for As-Needed Services
Staff Recommendation: Approve On-Call Professional Consultants
- (2) Approval of a Two (2) Year Contract with West Coast Arborists, Inc. in the amount of \$175,000 for Full-Service Forestry Maintenance Program
Staff Recommendation: Approve Contract with West Coast Arborists, Inc.

E. POLICE

- (1) Notification of Eligibility for Funding in the amount of \$24,173.00 under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Fiscal Year 2019 Local Solicitation
Staff Recommendation: Receive and File

F. RECREATION & HUMAN SERVICES – *No Items*

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 16-18, 2019, in Long Beach, CA
Staff Recommendation: Designate Voting Delegate

B. COUNCIL DIRECTIVES

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

D. COUNCIL REMARKS

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

10. ANNOUNCEMENTS

11. REMEMBRANCES

12. ADJOURNMENT

The Gardena City Council will adjourn to a Regular City Council Meeting, at 7:00 p.m., on Tuesday, August 27, 2019.

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 on file in the Office of the City Clerk.

Dated this 9th day of August, 2019

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

GARDENA MILITARY VETERAN RECOGNITION**HONORING****RONALD JACKSON**

(selected by Council Member Dan Medina)

Mr. Jackson is a long-time resident of Gardena.

He enlisted in the U.S. Marine Corps on September 6, 1967, at the age of 18 years, and served until honorably discharged on July 1, 1970. His rank when discharged was that of Corporal (E-4). His Specialty Title was Machine Gunner.

His record of service includes:

- **September 6, 1967 to February 18, 1968:**
Training
 - Trained with the 3rd Battalion, 27th Marines
 - Proof Director – Small Arms
 - M14 Rifle (Marks Man)
 - 45 Caliber Pistol (Marks Man)
 - M60 Machine Gunner (Expert)
- **February 18, 1968 to March 8, 1969:**
Vietnam Combat History with 2nd CAG (Combined Action Group), III MAF as Advisor / Trainer
 - Counter Insurgency Operation, February 6, 1968
 - Operation "Allen Brook," May 17 – 24, 1968
 - Participated in Operations Against the Communist (Viet Cong) Forces in the Republic of Vietnam, August 25, 1968 to March 8, 1969
- **April 12, 1969 to July 1, 1970:**
Brig Guard at U.S. Marine Corps Base Camp, Lejeune, North Carolina

For his exemplary military service, Corporal Ronald Jackson was awarded the following:

- National Defense Service Medal
- Vietnamese Service Medal w/2 Stars
- Vietnamese Service Medal w/4 Stars
- Vietnamese Campaign Medal
- Combat Action Ribbon
- Vietnamese Armed Forces Meritorious Unit Commendation w/Palm
- Purple Heart Medal

**MINUTES
SPECIAL-CALLED MEETING
City of Gardena City Council
Tuesday, July 23, 2019**

The Special-Called Meeting of the City Council of the City of Gardena, California, was called to order at 6:32 p.m., on Tuesday, July 23, 2019, in the Management Information Center at City Hall, at 1700 West 162nd Street, Gardena, California; Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Cerda; Mayor Pro Tem Art Kaskanian; Council Member Mark E. Henderson; Council Member Rodney G. Tanaka; and Council Member Dan Medina. Other City officials and employees present: City Manager Edward Medrano; City Attorney Peter L. Wallin; Assistant City Manager Clint Osorio; Assistant to City Manager Stephany Santin; and City Clerk Mina Semenza.

Immediately after the official Roll Call, the City Council went into Closed Session, at 6:33 p.m., with the following in attendance: Mayor Tasha Cerda; Mayor Pro Tem Art Kaskanian; Council Member Mark E. Henderson; Council Member Dan Medina; Council Member Rodney G. Tanaka; City Manager Edward Medrano; and City Attorney Peter L. Wallin.

2. CLOSED SESSION:

(1) **PUBLIC EMPLOYMENT APPOINTMENT**

Government Code Section 54957

(a) Interviews with City Attorney Candidates

3. ADJOURNMENT

There being no further business, Mayor Cerda adjourned the Special-Called Meeting of the City Council at 7:05 p.m. and convened the Regular City Council Meeting at 7:15 p.m., on Tuesday, July 23, 2019.

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

By _____
Becky Romero, Deputy City Clerk

APPROVED:

Tasha Cerda, Mayor

**MINUTES
Regular Meeting of the
City of Gardena City Council
Tuesday, July 23, 2019**

The regular meeting of the City Council of the City of Gardena, California, was called to order at 7:15 p.m. on Tuesday, July 23, 2019, in the Council Chamber of City Hall, 1700 West 162nd Street, Gardena, California; Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Tasha Cerda; Mayor Pro Tem Art Kaskanian; Council Member Mark E. Henderson; Council Member Dan Medina; and Council Member Rodney G. Tanaka. Other City officials and employees present: City Manager Edward Medrano; City Attorney Peter L. Wallin; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero. City Treasurer Ingrid Tsukiyama was not in attendance.

At 7:16 p.m., the City Council recessed into Closed Session in the Management Information Center of the Council Chamber at City Hall, with the following in attendance: Mayor Tasha Cerda; Mayor Pro Tem Art Kaskanian; Council Member Mark E. Henderson; Council Member Dan Medina; Council Member Rodney G. Tanaka; City Manager Edward Medrano; and City Attorney Peter L. Wallin.

2. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

(1) Agency Designated Representative:

Edward Medrano, City Manager

Employee Organizations:

Gardena Police Officers Association (GPOA)

Mike Sargent, Association President

Gardena Management Employees Organization (GMEO)

Vicky L. Barker, Attorney

Gardena Municipal Employees Association (GMEA)

Fred G. Quiel, Attorney

Confidential / Unrepresented Employees

Mayor Cerda reconvened the meeting to the Regular Open Session at 8:04 p.m., and the City Clerk noted the return of all Council Members who were present at the meeting.

When City Attorney Wallin was asked if there were any reportable actions from the Closed Sessions, he stated that no reportable action was taken.

3. PLEDGE OF ALLEGIANCE & INVOCATION

A. PLEDGE OF ALLEGIANCE

Leilani Jordan and Jonathan Jordan, sister and brother, led the Pledge of Allegiance. Both Leilani and Jonathan are participants in the Summer Day Camp at Johnson Memorial Park, sponsored by the Recreation and Human Services Department. They both thanked the Council for inviting them to lead the Pledge of Allegiance and introduced their mother who brought them to the meeting.

3. PLEDGE OF ALLEGIANCE & INVOCATION (Continued)

B. INVOCATION

The Reverend Edwin R. Siguenza, Pastor of Solid Rock Church, led the Invocation. He was assisted by a member of his church, Mr. René Prado.

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

- (1) Gardena Military Veteran Recognition to Honor Veteran Mr. William R. Horn, who served in the U.S. Army. *Mayor Tasha Cerda read a brief Biography, then Mayor Pro Tem Kaskanian presented Mr. Horn with a City of Gardena Veterans Commemorative Coin. Also, on behalf of California Assemblyman Al Muratsuchi, Mayor Tasha Cerda read the text of a Certificate of Recognition for Mr. Horn. Mr. Horn was given an opportunity to speak, and appropriate photos were taken.*
- (2) Recognition of Members of City of Gardena Police Explorer Post #142 for their Successes in the 9th Annual Central Valley Explorer Competition, held June 28 through June 30, 2019, in Manteca, California. *Gardena Police Officer Nash, advisor for the Explorer Program, thanked the City Council, City Manager Medrano, and Chief Kang for supporting the Explorer Program. Explorer De La Rosa spoke recognizing and thanking the Command Staff, City Leaders, and Chief Kang. Mayor Cerda asked for details of what the competition entailed; then Explorer Captain Graciano spoke sharing, in detail, what took place at the competition. Appropriate photos were taken.*

B. PROCLAMATIONS – *No Items*

C. APPOINTMENTS

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

5. CONSENT CALENDAR

A. WAIVER OF READING IN FULL OF ALL ORDINANCES LISTED ON THIS AGENDA AND THAT THEY BE READ BY TITLE ONLY

B. CITY CLERK

- (1) Approved: Minutes of
 - (a) City Council Study Session, June 25, 2019
 - (b) City Council Regular Meeting, June 25, 2019

5. CONSENT CALENDAR (Continued)

B. CITY CLERK (Continued)

- (2) **Approved**: Affidavit of Posting Agenda on July 19, 2019

C. CITY TREASURER

- (1) **Approved**: Warrants / Payroll Registers

(a) July 9, 2019: Wire Transfer: 11795-11797; Prepay: 154738-154744; Check Nos. 154745-154939; for a total Warrants issued amount of \$2,753,796.56; Total Payroll Issued for July 5, 2019: \$1,612,157.81

(b) July 23, 2019: Wire Transfer: 11798-11800; Prepay: 154940-154942; Check Nos. 154943-155137; for a total Warrants issued amount of \$2,143,944.50. Total Payroll Issued for July 19, 2019: \$2,368,713.55

D. CITY MANAGER

- (1) **Approved**: Personnel Report No. P-2019-13

- (2) **Adopted**: RESOLUTION NO. 6398, Approving the Modified California Games Collection Rates at Larry Flynt's Lucky Lady Casino

RESOLUTION NO. 6398

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING MODIFIED CALIFORNIA GAMES COLLECTION RATES AT LARRY FLYNT'S LUCKY LADY CASINO

- (3) **Adopted**: RESOLUTION NO. 6399, Amending the List of Authorized Games and Authorizing the Play of Certain Games in Licensed Card Clubs

RESOLUTION NO. 6399

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

- (4) **Approved**: Mini Pitch Program Grant Agreement – Fiscal Year 2020

- (5) **Adopted**: RESOLUTION NO. 6402, Electing to be Exempt from the Congestion Management Program

RESOLUTION NO. 6402

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ELECTING TO BE EXEMPT FROM THE CONGESTION MANAGEMENT PROGRAM

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

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

Noes: None

Absent: None

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. JULY 16, 2019, MEETING

(1) Zone Code Amendment #2-19

The Planning Commission will consider an ordinance amending Chapter 18.19 of the City's Zoning Code to allow transitional housing and supportive housing as permitted uses in the Mixed-Use Overlay zone. Staff has determined that the Zone Code Amendment would not have any significant effects and is therefore exempt from CEQA.

Project Location: Citywide

Commission Action: Commission approved Resolution No. PC 11-19, which recommends that the City Council adopt the Ordinance.

A Public Hearing for this matter was set for the August 13, 2019 City Council Meeting

(2) Conditional Use Permit #3-19

A request for a conditional use permit, per Section 18.42.040.A of the Gardena Municipal Code, to allow automobile storage related to towing company in the General Industrial (M-2) zone that qualifies for a Notice of Exemption.

Project Location: 1600 West 139th Street (6102-014-065)

Applicant: RSD Towing, Inc. (DBA U.S. Tow)

Commission Action: Commission Approved PC Resolution No. PC 12-19, approving **Conditional Use Permit #3-19**.

This Item was Received and Filed

ORAL COMMUNICATIONS

- (1) Ms. Samahndi Cunningham, representative from the Office of Assemblywomen Autumn Burke: announced and invited the community to their 5th Annual Back to School Health and Wellness Fair on Saturday, August 3, at Crozier Middle School in the City of Inglewood. Activities will include a variety of health screenings, including backpack and school supply give-a-ways for students in kindergarten and up.
- (2) Ms. Cheral Sherman, Vice President, Friends of Gardena Willows Wetland Preserve: announced that, due to the Summer heat in the month of August, "Work Days" are canceled. However, tours will continue, as scheduled.

8. DEPARTMENTAL ITEMS

A. ADMINISTRATIVE SERVICES

- (1) RESOLUTION NO. 6401, Approving the Application for Statewide Park Development and Community Revitalization Program Grant Funds (North Gardena Dog Park)

RESOLUTION NO. 6401

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS (NORTH GARDENA DOG PARK)

City Manager Medrano presented the Staff Report.

8. DEPARTMENTAL ITEMS (Continued)

A. ADMINISTRATIVE SERVICES (Continued)

(1) RESOLUTION NO. 6401 (Continued)

There was a discussion which included Council Member Henderson, Mayor Cerda, and City Manager Medrano regarding the land where the dog park will be located, and if the grant being funded is a one-time payment. City Manager Medrano explained that staff has determined that the park would be best located in the northeast section of Gardena and funding would be provided for the acquisition of land, and to build out the facility. The funding does not support ongoing maintenance.

It was moved by Council Member Henderson, seconded by Council Member Tanaka, and carried by the following roll call vote to Adopt Resolution No. 6401:

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

(2) Approval of Blanket Purchase Orders for Fiscal Year 19-20

City Manager Medrano presented the Staff Report.

Council Member Henderson asked about the approval process. City Manager Medrano replied that some of the purchase orders are being used by multiple departments. Finance is responsible to ensure that nothing exceeds what we authorize and would not approve if it an expense were to exceed the authorized amount.

It was moved by Council Member Henderson, seconded by Council Member Medina, and carried by the following roll call vote to Approve the Blanket Purchase Orders:

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

(3) Authorization to Bind Excess Insurance Coverage Policies for Fiscal Year 2019-2020

City Manager Medrano presented the Staff Report.

It was moved by Council Member Medina, seconded by Mayor Pro Tem Kaskanian, and carried by the following roll call vote to Authorize the Binding of the Excess Insurance Coverage Policies:

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

(4) Presentation of the New Format for the City Investment Report

City Manager Medrano presented the Staff Report.

This Item was received and Filed

8. DEPARTMENTAL ITEMS (Continued)

B. COMMUNITY DEVELOPMENT

- (1) **PUBLIC HEARING:** Adoption of Wireless Facilities Urgency Zoning Code Ordinance Amendment and Adoption of Wireless Policy

- (a) **URGENCY ORDINANCE NO. 1805,** Adopting Chapter 18.70 to Regulate Wireless Facilities Deployments on Private and Public Property, and in the Public Rights-of-Way, and Amending Gardena Municipal Code Chapters as Related to Wireless Facilities; and

URGENCY ORDINANCE NO. 1805

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADOPTING CHAPTER 18.70 TO REGULATE WIRELESS FACILITIES DEPLOYMENTS ON PRIVATE PROPERTY, PUBLIC PROPERTY, AND IN THE PUBLIC RIGHTS-OF-WAY, AND AMENDING CHAPTER 18.04, CHAPTER 18.22, CHAPTER 18.24, CHAPTER 18.26, CHAPTER 18.30, CHAPTER 18.32, CHAPTER 18.34, CHAPTER 18.36, AND CHAPTER 18.44, ALL AS RELATED TO WIRELESS FACILITIES

- (b) **RESOLUTION NO. 6391,** Adoption of a Policy Regarding Wireless Facilities, as Set Forth in Gardena Municipal Code Section 18.70.010

RESOLUTION NO. 6391

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADOPTING A POLICY REGARDING WIRELESS FACILITIES AS SET FORTH IN GARDENA MUNICIPAL CODE SECTION 18.70.010

City Manager Medrano presented the Staff Report.

A wireless facilities video presentation was given by guest speaker Dr. Johnathan Kramer, Esq., of Telecom Law Firm, the City of Gardena's Technical Advisor.

Mayor Cerda opened the Public Hearing at 8:55 p.m. and asked if there were any comments.

There was a very detailed discussion which included Mayor Pro Tem Kaskanian, Council Members Henderson and Tanaka, Mayor Cerda, and City Manager Medrano regarding adopting an Urgency Ordinance to modify our Municipal Code to add a section providing that wireless facilities be regulated by a policy to be adopted by Resolution. Dr. Kramer did a thorough presentation and answered questions and concerns by Council and explained that the urgency ordinance is being considered tonight to make sure that the City of Gardena has the most defensible and defensible Ordinance to protect the residents. He recommended that the Ordinance be adopted as an Urgency Ordinance, to take effect immediately, which then allows the policy to be immediately adopted.

Hearing that there were no requests to speak by the public, Mayor Cerda closed the Public Hearing at 9:10 p.m.

It was moved by Council Member Tanaka, seconded by Council Member Medina, and carried by the following roll call vote to Adopt Urgency Ordinance No. 1805:

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

Noes: None

Absent: None

8. DEPARTMENTAL ITEMS (Continued)

B. COMMUNITY DEVELOPMENT (Continued)

- (1) **PUBLIC HEARING**: Adoption of Wireless Facilities Urgency Zoning Code Ordinance Amendment and Adoption of Wireless Policy (Continued)

(a) URGENCY ORDINANCE NO. 1805 (Continued)

(b) RESOLUTION NO. 6391 (Continued)

It was moved by Council Member Medina, seconded by Mayor Pro Tem Kaskanian, and carried by the following roll call vote to Adopt Resolution No. 6391:

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

Noes: None

Absent: None

C. ELECTED & ADMINISTRATIVE OFFICES – *No Items*

D. GENERAL SERVICES

- (1) Approve Plans and Specifications and Award Contract for Local Street Overlay, 2018, Various Locations, JN 921 to Sequel Contractors, Inc., in the Amount of \$706,299.27

City Manager Medrano presented the Staff Report.

It was moved by Council Member Tanaka, seconded by Council Member Medina, and carried by the following roll call vote to Approve Plans and Specifications and Award Contract to Sequel Contractors, Inc.:

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

Noes: None

Absent: None

E. POLICE – *No Items*

F. RECREATION & HUMAN SERVICES

- (1) RESOLUTION NO. 6400, Approval of Local Agreement Number CCTR-9077 with the California Department of Education for FY 2019-2020

RESOLUTION NO. 6400

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING LOCAL AGREEMENT CCTR-9077 WITH THE CALIFORNIA DEPARTMENT OF EDUCATION

City Manager Medrano presented the Staff Report.

8. DEPARTMENTAL ITEMS (Continued)

F. RECREATION & HUMAN SERVICES (Continued)

(1) RESOLUTION NO. 6400 (Continued)

It was moved by Mayor Pro Tem Kaskanian, seconded by Council Member Medina, and carried by the following roll call vote to Adopt Resolution No. 6400:

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

Noes: None

Absent: None

G. TRANSPORTATION – No Items

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS

A. COUNCIL ITEMS

- (1) Verbal Reports: Attendance at the Independent Cities Association (ICA) Summer Seminar in Carlsbad, CA, July 11 to July 14, 2019.

Mayor Cerda said she would include her report during her Council Remarks. Mayor Pro Tem Kaskanian and Council Member Henderson also agreed to include their Seminar reports with their Council Remarks.

B. COUNCIL DIRECTIVES

- (1) Council Member Henderson asked:
(a) City Manager Medrano for a follow up status report regarding the Bank of America concrete barrier.

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

City Manager Medrano gave a verbal report of information to follow-up matters that had been directed or requested by the Mayor and Members of Council. Written reports had already been provided to the Council via copies in their regular mail packets. Those items were, as follows:

- (1) Gardena Restaurant Week;
- (2) Gramercy Place Street Improvements;
- (3) City Treasurer Survey;
- (4) Larry Flynt's Lucky Lady Casino;
- (5) Parks and Recreation Month, Open House, Wednesday, July 24, 2019, from 2:00 p.m. to 4:00 p.m. at the Nakaoka Community Center;
- (6) Concert on the Lawn, Saturday, July 27, 2019, at Gardena Civic Center, from 5:00 p.m. to 7:00 p.m.;
- (7) Operation Back Pack, Friday, August 2, 2019, at Arthur Johnson Park, from 4:00 p.m. to 7:00 p.m.;
- (8) Movie in the Park featuring "Incredibles 2," Saturday, August 3, 2019, at the Nakaoka Community Center, beginning at 8:00 p.m.; and
- (9) "National Night Out," presented by/at the Gardena Police Department, from 7:00 p.m. to 9:00 p.m.

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

- (1) COUNCIL MEMBER MEDINA – since the last Council Meeting, he had the privilege to deliver birthday cakes to convalescent homes in Gardena, which Waste Resources of Gardena sponsors by buying seven cakes for the seven convalescent homes. He made a shout out to his wife, Susana Medina, for their 25th Wedding Anniversary. He also made a shoutout to his granddaughter, Angelina. He said he had a meeting with Vector Control District regarding the latest outbreak of mosquitoes. He asked everyone to clear away any standing water, and for people with pools to keep the water constantly moving. He reminded everyone that, on this coming Saturday, July 27, there would be Concert on the Lawn, with all you can eat ice cream. He shared that the bands playing at the event are “Nappy & Friends” and “The March.”
- (2) MAYOR PRO TEM KASKANIAN – on June 29, he attended the Matsuri Festival. He also attended the Concert on the Lawn on June 29. He enjoyed the ice cream and the music, along with Mayor Cerda. On the 4th of July, he attended the fireworks at Rowley Park, and thanked Stephany Santin and Nikki Sweeney for a great event. On July 11 and 12, he attended the Independent Cities Association Seminar held in Carlsbad, CA. He said that he learned a lot from the seminar and connected with other colleagues from different cities. He said he would leave the ICA Seminar detail for Councilman Henderson, who is the President of the ICA. On July 16, he attended the GTrans Employee Appreciation Day, and commended Director Ernie Crespo.
- (3) COUNCIL MEMBER TANAKA – he apologized that he missed the 4th of July Celebration due to spending time with his children in Palm Springs. He said he was able to welcome the Huatabampo Youth to our City and attended the City Hall Tour for the delegation the next day. He also attended the Sister City Farewell Dinner just before the Huatabampo Youth went home. He attended the Community Day at Gardena-Torrance Baptist Church, where the Police Department and the Fire Department were honored. He attended the GTrans Employee Recognition and congratulated all those who got “Safe Driving” awards and added that the food was good. He attended the Sergeant Promotions, and congratulated Sergeant Goodpastor and Sergeant Jimenez. Lastly, he attended the jurying for the Elks District Deputy Grand Exalted Ruler for our South Bay Central Coast District.
- (4) MAYOR CERDA – since the last Council Meeting, she attended City of Compton’s swearing in ceremony for their incumbent Council Member Emma Sharif, as well as their new Council Member Michelle Chambers. Later that day, she attended Serra High School’s class of 1953 through 1968 reunion. She attended Concert on the Lawn with Mayor Pro Tem Kaskanian and said there was a picture in the newspaper where she looked like she was laughing and choking on ice cream and where Mayor Pro Tem was having fun eating ice cream. She attended the Collective Sanitation Districts meeting and was happy to report that they were finally able to approve the necessary raises that Sanitation District workers have been asking for, for several years now. She attended the fireworks celebration and thanked the staff. She attended the Huatabampo Youth delegation’s Welcome Dinner and thanked the Sister City Association for always doing a great job. She attended the ICA Summer Seminar, and congratulated Council Member Henderson, as President of ICA, for a very successful year. She mentioned that they had a lot of great sessions there, but the one thing that stood out to her was regarding the census count, relating to homeless. She shared that, in this year’s homeless counts, it was noted that there were more seniors who were homeless because of reverse mortgages. She attended the Farewell Dinner for the Huatabampo Youth. She added that the Sister City Association is a very busy group, as they are also organizing a Gardena youth visitation to Ichikawa, Japan, in a couple of weeks. She attended the very last part of the GTrans Employee Appreciation Luncheon. She thanked all GTrans employee for doing a great job. She attended the monthly California Cities for Self-Reliance JPA meeting, the Sanitation District Meeting, and Coffee with a Cop that was held at Giuliano’s. She shared that one of the suggestions made was to post an announcement about Coffee with a Cop on the electric sign at the corner of Western Ave. and Redondo Beach Blvd. to get new members to join in on future events. She attended the Promotion Ceremony and congratulated both of our newly promoted Sergeants. Lastly, on June 30, she attended a meeting of a new Lions Club group in the City of Gardena called Southern California Inka Lions and they had their installation of new Board Members at El Pollo Inka.

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

D. COUNCIL REMARKS (Continued)

- (5) COUNCIL MEMBER HENDERSON – he thanked Mayor Cerda, Mayor Pro Tem Kaskanian, and City Manager Medrano for attending the ICA Summer Seminar. He said that, this year, as President of ICA, his goal was to make sure all contents were up to date as far as giving cities the opportunity to highlight themselves and to increase diversity on the Board. He said he was also able to expand the membership to include cities in Orange and Riverside Counties. He said he's glad that it's only a one-year term because it's been a lot of work. One of the great things about the seminar was to see where our City stands regarding the technology. He announced that the incoming President will be Councilmember Richard Montgomery of Manhattan Beach. He said that, thus far, Gardena has had two Presidents of the ICA. He touched on one of the concerns regarding homelessness and said the seminar was very informative and that we would need to work on that issue. He was not able to attend many of the City events due to home emergencies. He commended all the local trades/vendors in our City for their assistance. He asked that this Council meeting be adjourned in memory of Mr. Darren Parker, 59 years of age, who passed away this past Sunday, due to esophageal cancer. He has spoken with Mr. Parker's mother, wife, daughters, and granddaughters and told them that prayers and condolences were sent from the Council.

10. ANNOUNCEMENTS

Mayor Cerda announced:

- (1) Parks and Recreation Month "Game On!" Open House presented by the Recreation and Human Services Department, at the Nakaoka Community Center, Wednesday, July 24, from 2:00 to 4:00 p.m.;
- (2) Concert on the Lawn and Ice Cream Social, featuring "Nappy & Friends" and "The March" on the City Hall Complex Grounds, Saturday, July 27, from 5:00 to 7:00 p.m.;
- (3) 36th Annual National Night Out, Tuesday, August 6, 2019, from 7:00 to 9:00 p.m., outside the Gardena Police Department;
- (4) Free Household and Electronic Waste Round-up in the City of Lawndale, on Saturday, August 10, from 9:00 a.m. to 3:00 p.m.;
- (5) City of Gardena Employment, Open Recruitment for Relief Bus Operator Trainee, will be held at the GTrans Facility, 13999 S. Western Avenue in Gardena, on Saturday, July 27, from 9:00 a.m. to 3:00 p.m.;
- (6) Gardena Military Veterans Recognition Application forms are available in the City Hall Lobby and at the City Manager's Office. If anyone has a question or would like to request an application, please call (310) 217-9503; and
- (7) Annual Boat Tour, "Sanitation, and How it Effects Marine Life" a three-hour tour, sponsored by the Los Angeles County Sanitation Districts, of the harbor out of San Pedro, California. Space is limited. If interested, please call (310) 217-9507 to reserve your place.

11. REMEMBRANCES

Mr. Thomas H. Willoughby, 85 years old, a long-time South Bay resident, 24-year Veteran of the U.S. Air Force who served in France, Germany, North Africa, Korean, Japan and Vietnam. Also, among his many community group affiliations, he was full-time “volunteer” of the Carson-Gardena-Dominguez Rotary Club, elected as Club President in 1990 and stayed an active member until his death on June 5, 2019; and Mr. Darren W. Parker, 59 years of age, who served as Chair of the California Democratic Party African American Caucus and was past Assistant to State Assembly Speakers.

12. ADJOURNMENT

At 9:47 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to a Regular City Council Meeting, at 7:00 p.m., on Tuesday, August 13, 2019.

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

APPROVED:

Tasha Cerda, Mayor

By: _____
Becky Romero, Deputy City Clerk

CITY OF GARDENA
PLANNING & ENVIRONMENTAL QUALITY COMMISSION
TUESDAY, MAY 7, 2019, MEETING

* * *

Called to order by Chair Jackson at 7:00 P.M.

ROLL CALL

Present: Dale Pierce, Deryl Henderson, Stephen Langley, Steve Sherman, Brenda Jackson

Absent:

Also in Attendance: Peter Wallin, City Attorney
Raymond Barragan, Community Development Manager
John Signo, Senior Planner
Jorge Gamboa, Planning Technician

PLEDGE OF ALLEGIANCE

Led by Commissioner Pierce.

APPROVAL OF MINUTES

A motion was made by Commissioner Henderson and seconded by Commissioner Pierce to approve the minutes of April 16, 2019. The minutes were approved 5-0.

Ayes: Henderson, Pierce, Langley, Sherman, Jackson

Noes: None

Absent: None

PUBLIC HEARING

Agenda Item #5

Parcel Map #1-19

A request for the subdivision of a 39,992 square foot parcel in the Industrial (M-1) zone into two separate parcels consistent with Title 17 and 18 of the Gardena Municipal Code and direct staff to file a Notice of Exemption for a minor land division.

Project Location: 1340 West 134th Street (APN: 6115-004-034)

Applicant: John Bertram

Planning Technician Jorge Gamboa presented the Staff Report and recommended that the Planning and Environmental Quality Commission adopt Resolution No. PC 8-19, approving Tentative Parcel Map #1-19, subject to the conditions of approval and directing staff to file a Notice of Exemption as a minor land division project.

Commissioner Langley inquired about the existing buildings.

Mr. Gamboa stated that there are two industrial buildings attached to one another.

Commissioner Langley questioned if the walls that attach the structures are fire rated.

Senior Planner John Signo clarified that there are two structures on the property which can be noted by the difference roof designs.

Mr. Gamboa stated that as part of the review process, the project was routed to the Los Angeles County Fire and Building and Safety Divisions whom have included conditions of approval prior to finalizing the parcel map. Mr. Gamboa continued by stating that the applicant could also speak to the current fire measures in place for the buildings.

Commissioner Pierce inquired about the addresses for the properties if the parcel map is approved.

Mr. Gamboa stated that the address of the physical property is 1340 West 134th Street; however, since the building faces toward Normandie Avenue it is also recognized as 13420 Normandie Avenue. Mr. Gamboa continued by stating that the applicant and the postal office will determine how to properly address each parcel once it is finalized.

Commissioner Henderson questioned which of the parcels is considered Lot 1.

Mr. Gamboa stated that Lot 1 is the northern most parcel adjacent to 134th Street. Mr. Gamboa continued by stating that the plans indicate both parcels as being Lot 1 and will be corrected on the final parcel map.

Chair Jackson inquired about the drive way entrance to the property.

Mr. Gamboa stated that there are currently four driveway entrances located on Normandie Avenue that access the property. Mr. Gamboa continued by stating that each lot will have two driveway entrances following the subdivision.

Chair Jackson opened the public hearing and invited the applicant to speak.

The applicant, John Bertram, 11777 San Vicente Boulevard, Suite 620, Los Angeles, California, 90049, clarified that there are two separate buildings attached to one another, each with fire rated walls. Mr. Bertram continued by stating that the previous owner had painted the buildings the same color which makes it seem as it is only one building.

Vice-Chair Sherman inquired about the purpose for subdividing the property.

Mr. Bertram stated that there is more of a demand for tenants who occupy five to ten thousand square feet rather than twenty thousand. Mr. Bertram continued by stating that subdividing the property will allow them easier access to bank loans as well as possibly selling one of the parcels in the future.

Chair Jackson closed the public hearing.

MOTION: It was moved by Commissioner Langley and seconded by Vice-Chair Sherman to adopt Resolution No. PC 8-19, approving Tentative Parcel Map #1-19, subject to the conditions of approval and directing staff to file a Notice of Exemption as a minor land division project.

The motion passed by the following roll call vote:

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

Agenda Item #6

Conditional Use Permit #4-18

A request for a conditional use permit, per section 18.32.030.B of the Gardena Municipal Code, to allow the on-site sale and consumption of beer and wine ancillary to a new restaurant establishment located in the General Commercial/ Mixed-Use Overlay (C-3/MUO) zone and direct staff to file a Notice of Exemption as an existing facilities project.

Project Location: 14320 South Western Avenue (APN: 6103-002-029)

Applicant: Chaneal Irving

Mr. Gamboa presented the Staff Report and recommended that the Planning and Environmental Quality Commission adopt Resolution No. PC 9-19, approving Conditional Use Permit #4-18, subject to the conditions of approval and directing staff to file a Notice of Exemption as an existing facilities project.

Commissioner Pierce expressed his concern with the location of the trash enclosure in regard to possible fire hazards. Commissioner Pierce continued by stating that the trash enclosure should be placed against the block wall rather than the building in order to avoid any possible issues.

Mr. Gamboa stated that if the trash enclosure was placed against the block wall then two parking spaces would be removed. Mr. Gamboa continued by stating that the trash enclosure will be reviewed by the Building and Safety Division where if it happens to be that it is too close to the building, staff will work with the applicant to re-locate it as appropriate.

Commissioner Langley expressed his concern with the location of the trash enclosure in regard to rodent infestation. Commissioner Langley continued by stating that, in his experience, he has yet to see a trash enclosure that close to a building.

Mr. Signo stated that the trash enclosure was not placed on the east property line as it would be adjacent to a residential neighborhood. Mr. Signo continued by stating that the enclosure was not place on the south or west property line as it would be visible from the public right of way. Mr. Signo noted that it is common practice to place trash enclosures adjacent to the building as well that it would be covered subject to Building codes.

Vice-Chair Sherman questioned if the current business has an ABC license.

Mr. Gamboa stated that the current business does not have an ABC license.

Chair Jackson inquired about the off-street parking.

Mr. Gamboa stated that since there is no new development being proposed, the property will continue to meet the original parking standards when it was approved.

Chair Jackson opened the public hearing and invited the applicant to speak.

The applicant, Chaneal Irving, 718 West 28th Street, San Pedro, California, 90731, stated that she is the applicant for the project and is available to answer any questions.

Chair Jackson inquired about the proposed restaurant's menu.

Ms. Irving stated that the restaurant will primarily specialize in traditional American style dishes such as burgers, pizza, salads, wings etc.

Commissioner Langley inquired about the restaurant's hours.

Ms. Irving stated that the business will open around 10 or 11am in order to provide a brunch style menu.

Commissioner Pierce questioned if the applicant has held any type of ABC license within the state.

Ms. Irving stated that this will be her first ABC license if approved.

Vice-Chair Sherman inquired about the restaurant's menu.

Ms. Irving stated that the restaurant will not be a classy, high-standard type of restaurant.

Chair Jackson questioned if the business will operate more as a sports bar.

Ms. Irving stated that the business will not operate as a sports bar. Ms. Irving stated that it will be a friendly-family restaurant opened to everyone.

Commissioner Langley inquired about the new restaurant in terms of the identity brought upon the property by the current business.

Ms. Irving stated that the project will include interior and exterior improvements to the building that will reshape the identity of the property to the surrounding community.

Chair Jackson stated that guests of the Best Western Hotel will benefit the most as they are unaware of the sites history and currently have very few eating options.

Ms. Irving stated that she has been working with the property owner of the Best Western Hotel in supporting each other's businesses.

Commissioner Pierce stated that the property located across the street of the project site has done a very great job in replacing the adult-oriented business that previously occupied the building.

Chair Jackson inquired about the adult-oriented business Commissioner Pierce was referring to.

Community Development Manager Raymond Barragan stated that the business was called First King.

Commissioner Pierce stated that the building is currently being used as an office space that does not take any shape or form of the previous use.

Mr. Barragan stated that the City also worked with the adult-oriented business located on Rosecrans Avenue which has now been closed for over a year. Mr. Barragan continued by stating that the only adult-oriented business remaining is the Starz Club also located on Rosecrans Avenue which is tied to the sale of the property.

Commissioner Langley stated that the conditions of approval for the proposed project were far more extensive and in depth than any other previous CUP brought before them.

Mr. Barragan stated that the City wanted to ensure that the current business will cease and desist all operations immediately upon approval of the CUP. Mr. Barragan continued by stating that the City wanted to ensure that the primary use is a restaurant and the alcohol sales be ancillary.

Chair Jackson closed the public hearing.

MOTION: It was moved by Commissioner Pierce and seconded by Commissioner Langley to adopt Resolution No. PC 9-19, approving Conditional Use Permit #4-18, subject to the conditions of approval and directing staff to file a Notice of Exemption as an existing facilities project.

The motion passed by the following roll call vote:

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

ORAL COMMUNICATIONS FROM THE PUBLIC

There were no oral communications from the public.

COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

Mr. Barragan informed the Planning Commission that Mr. Gamboa was recently accepted to UCLA's Master of Urban and Regional Planning program.

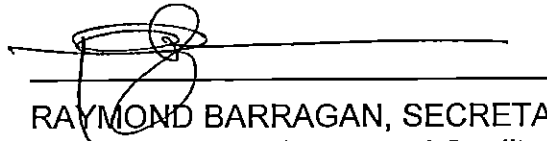
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION REPORTS

Chair Jackson acknowledged Mental Health Awareness month.

ADJOURNMENT

Chair Jackson adjourned the meeting at 7:38 P.M.

Respectfully submitted,

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

RAYMOND BARRAGAN, SECRETARY
Planning and Environmental Quality Commission

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

FOR

BRENDA JACKSON, CHAIR
Planning and Environmental Quality Commission

CITY OF GARDENA
PLANNING & ENVIRONMENTAL QUALITY COMMISSION
TUESDAY, JULY 16, 2019, MEETING

* * *

Called to order by Chair Jackson at 7:00 P.M.

ROLL CALL

Present: Dale Pierce, Deryl Henderson, Stephen Langley, Steve Sherman, Brenda Jackson

Absent:

Also in Attendance: Peter Wallin, City Attorney
Raymond Barragan, Community Development Manager
John Signo, Senior Planner
Amanda Acuna, Planning Assistant

PLEDGE OF ALLEGIANCE

Led by Commissioner Langley.

APPROVAL OF MINUTES

The Planning Commission continued the approval of minutes onto the August 6, 2019 meeting.

PUBLIC HEARING

Agenda Item #5

Conditional Use Permit #3-19

A request for a conditional use permit, per Section 18.42.040.A of the Gardena Municipal Code, to allow automobile storage related to a towing company in the General Industrial (M-2) zone that qualifies for a Notice of Exemption.

Project Location: 1600 West 139th Street (6102-014-065)

Applicant: RSD Towing, Inc. (DBA U.S. Tow)

Planning Assistant Amanda Acuna presented the Staff Report and recommended that the Planning and Environmental Quality Commission adopt Resolution No. PC 12-19, approving Conditional Use Permit #3-19, subject to the conditions of approval and directing staff to file a Notice of Exemption as an existing facilities project.

Chair Jackson opened the public hearing and invited the applicant to speak.

The applicant, Rajpal Dhillon, 13041 Cerise Avenue, Hawthorne, California, 90250, stated that he is available to answer any questions.

Commissioner Henderson stated that there are currently six tow trucks and a trailer located on site. Commissioner Henderson continued by questioning the total number of tow trucks the business will have as well as where they will be stored.

Mr. Rajpal stated that the six tow trucks that are located on site do not belong to the business and will be removed as appropriately. Mr. Rajpal continued by stating that the property is airspace subdivided in which the property owner to the south owns the trailer. Mr. Rajpal noted that there will be a total of four tow trucks for the business.

Commissioner Pierce questioned if the applicant will be installing a fence to separate the two properties.

Mr. Dhillon stated that there is an existing gate shared between the two properties. Mr. Dhillon continued by stating that a new eight-foot tall metal fence will be installed within the common area in order to separate the two properties.

Chair Jackson stated that the Planning Commission received a letter from the adjacent property owner stating that he wasn't opposed to the project; however, he wanted to ensure that the shared parking lot is not used for towed vehicles.

Mr. Dhillon stated that the towed vehicles will not be parked or stored in the general parking lot.

Vice-Chair Sherman questioned if the four tow trucks will be stored within the building.

Mr. Dhillon stated that the tow trucks will not be stored within the building. Mr. Dhillon stated that the 36 parking spaces within the building will be used solely for the impounded vehicles.

Vice-Chair Sherman questioned if all 36 parking spaces will be used for towed vehicles.

Mr. Dhillon stated that, per the contract with the City, the business can store up to a maximum of 100 vehicles. Mr. Dhillon continued by stating that excess vehicles as well as vehicles used for evidence will be stored at an off-site location.

Commissioner Pierce inquired about the security measures put in place when dealing with customers whose vehicles have been impounded.

Mr. Dhillon stated that the tenant space is currently being remodeled to include a bullet proof window.

Vice-Chair Sherman questioned if there will be any surveillance cameras installed.

Mr. Dhillon stated that 19 video surveillance cameras will be installed.

Commissioner Henderson inquired about the potential environmental hazards as the business is allowed to store up to 100 vehicles.

Community Develop Manager Raymond Barragan stated that, per the contract with the City, the business is only allowed to store 36 vehicles at the site; any excess vehicles will need to be stored at a location outside of City Limits. Mr. Barragan continued by stating that the project will be reviewed by the Building and Safety Division to ensure that proper ventilation is installed as well as measures to manage the runoff of fluids from the vehicles are implemented.

Commissioner Langley inquired about the applicant's towing business located in the City of Hawthorne as it relates to the indoor storage of vehicles.

Mr. Dhillon stated that, because of his experience with the business in Hawthorne, he is aware of the safety precautions needed when dealing with the indoor storage of vehicles.

Chair Jackson closed the public hearing.

MOTION: It was moved by Commissioner Langley and seconded by Vice-Chair Sherman to adopt Resolution No. PC 12-19, approving Conditional Use Permit #3-19, subject to the conditions of approval and directing staff to file a Notice of Exemption.

The motion passed by the following roll call vote:

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

Agenda Item #6

Zone Code Amendment #2-19

The Planning Commission will consider an ordinance amending Chapter 18.19 of the City's Zoning Code to allow transitional housing and supportive housing as permitted uses in the Mixed-Use Overlay zone. Staff has determined that the Zone Code Amendment would not have any significant effects and is therefore exempt from CEQA.

Project Location: Citywide

Ms. Acuna presented the Staff Report and recommended that the Planning and Environmental Quality Commission adopt Resolution No. PC 11-19, approving Zone Code Amendment #2-19 and recommending that the City Council adopt the Zone Code Amendment as presented or with any changes that the Planning Commission feels should be made after discussing the matter.

Commissioner Henderson asked how many transitional and supportive housing units currently exist in the City.

Ms. Acuna stated that she did not know how many units there were but that she would be able to look further into it.

Mr. Barragan stated that, to staff's knowledge, there were no transitional or supportive housing units within the City at this time.

Commissioner Langley asked if these housing units were intended for specific type of groups such as homeless or those recovering from hospitalization.

Ms. Acuna stated that transitional housing is targeted toward individuals with substance abuse problems, mental health issues, domestic violence survivors, and veterans. Ms. Acuna continued by stating that this policy aims to get these individuals off the streets and provide temporary housing as well as carrying out programs to assist them in obtaining more permanent housing.

Senior Planner, John Signo, added that transitional housing is meant to get people back up on their feet and be productive members of the community while providing temporary housing. Mr. Signo added that supportive housing is more permanent and is targeted toward those with substance abuse problems, mental health issues, as well as those with low income.

Chair Jackson asked if supportive housing was like HUD housing.

Mr. Barragan stated that supportive housing was not necessarily considered HUD housing, rather stated the key word is bridge families that were on the streets.

Chair Jackson asked if this was the first time that this item came up before the Planning Commission.

City Attorney Peter Wallin stated that these uses are allowed in all the residential zones.

Chair Jackson asked whether the City already had these types of housing.

Ms. Acuna stated that Senate Bill (SB) 2 already required that cities and counties allow transitional and supportive housing by-right in all residential zoning districts and that the City of Gardena allows these type of housing in the R-1, R-2, R-3, and R-4 zoning districts. Ms. Acuna continued by stating that in later years SB 2 required cities to also allow transitional and supportive housing in Mixed-Use zoning areas if other residential uses were allowed.

Chair Jackson asked what if the City chose not to amend its code to allow these types of housing units.

Ms. Acuna stated that if the City was not compliant with SB 2 it could not qualify for certain funding that the City could apply for.

Mr. Wallin stated that the City could potentially be sued for not complying with State Law.

Commissioner Pierce asked whether this amendment was a "Not in My Back Yard" type of issue.

Ms. Acuna stated that SB 2 does aim to remove any zoning barriers that would not allow these type of housing units in cities.

Commissioner Langley asked if someone wanted to put in this type of housing, whether they would be subject to go before the Planning Commission for review.

Ms. Acuna stated that there are state requirements that these types of housing developments would have to abide by; however, they would only be subject to obtain a business license from the City.

Mr. Barragan stated that the City currently has group homes in the single-family residential zoning district, which are permitted by-right, and are only subject to business licensing and any State requirements.

Commissioner Langley asked who the enforcer of the State's requirements would be.

Mr. Barragan stated that these types of housing developments would be subject to the City's Zoning Code, and, if there were any issues, the City could handle that through the Code Enforcement Division or the Police Department; however, in terms of use, that would be reviewed by the State. Mr. Barragan went on to say that new housing development or any improvements to residential homes would be subject to building and safety requirements; however, the use would be allowed by-right and would be able to begin operations without Planning Commission's approval.

Commissioner Langley asked if there were any cities that had voted not to allow these types of housing.

Chair Jackson stated since she has been on the Planning Commission there have been projects that had come before the Commission such as an apartment complex that included affordable housing; however, that there were others such as group homes and accessory dwelling units that have not and that it seems that the State is overriding the cities' authorities more and more.

Mr. Wallin stated that the City could be sued if they were in compliance with State Law and would more than likely lose. Mr. Wallin added that there has been a lot of litigation on this matter and that cities do not win those cases. Mr. Walling went on to say that at times when a drug rehab center house goes into a single-family residential zone, for example, neighbors make complaints to their city council and some city councils have even taken further measures such as purchasing those homes in order to avoid the problem.

Chair Jackson stated that those types of actions are not taken here in the City, that she lived in a neighborhood with a similar housing operation and those operating the facility have caused several issues to the neighborhood. Chair Jackson stated that the City of Long Beach has similar issues, specifically on 4th and Elm Street, in a neighborhood called the village, where the issues have been so bad that neighborhoods have been infested with rats and people are having to move.

Mr. Wallin stated that the City of Gardena many years ago denied such a use at the old hospital site on Marine and was sued by the applicant which ended up costing the City roughly a million dollars for failure to accommodate the disable.

Chair Jackson asked in that case was the City required to sell the property for disable living.

Mr. Wallin stated that the City did not own the property, rather the City denied the applicants request for a Conditional Use Permit, being at that time those type of use were not allowed by-right, however, the City was still sued for violations of the Americans with Disability Act.

Chair Jackson opened the public hearing.

Meme, a resident of Gardena, asked what type of people these housing programs would support.

Mr. Barragan stated that these housing programs would, for example, support those with substance abuse problems and people living on the streets to help get them back on their feet to be have the opportunity to get into permanent housing.

Ms. Meme asked if it would help the people in the City who currently stay in the motels.

Mr. Barragan stated that it would be up to the program facilitators and the State to determine who would be allowed to stay in these residential units.

Ms. Meme asked when these programs would take effect.

Mr. Barragan stated that the item before the Planning Commission at the meeting was not for any specific program but would allow these types of programs to establish in Gardena.

Ms. Meme asked then whether there were any supportive or transitional housing programs already established in the City.

Mr. Barragan stated that if someone would like to open up a supportive or transitional housing facility, they would have the framework to do so in the City.

Ms. Meme then asked whether the City would accept these programs

Chair Jackson and Mr. Barragan stated that that was the issue at hand.

Ms. Meme then asked whether the City would still be able to deny these types of program.

Mr. Barragan stated that someone would be able to purchase property and establish transitional or supportive housing as long as they comply with all the State requirements.

Chair Jackson stated that the people who would run the transitional and supportive housing programs make those determinations, that the Commission was reviewing where in the City these types housing could be located and making sure it would be safe.

Ms. Meme asked if someone in the City was homeless or living in the motels where they would be able to receive assistance in finding housing.

Chair Jackson stated that there was a project that the Commission approved which included affordable housing on Gardena Boulevard, however, it had not come been constructed yet.

Mr. Barragan stated that that developer was in the Community Development Office today and looking to break ground by the end of the year and added that there was one affordable housing unit within that development.

Mr. Barragan added that if there was anyone in the City looking for assistance, they could contact the City's Human Services Department.

Ms. Meme asked whether those individuals looking for housing in Gardena would be required to go through the Gardena Human Services Department.

Chair Jackson stated that the Human Services Department would probably know all the available resources and added that they even have a food pantry.

Ms. Meme asked at what stage was the project on Gardena Boulevard at.

Mr. Barragan stated that that project would probably begin construction at the end of the year

Ms. Meme asked whether there were some apartments in the City that accepted application for affordable housing.

Mr. Barragan stated that there are other apartment complexes that may offer affordable housing units.

Chair Jackson asked about the apartment complex on Normandie Avenue, next to the high school and whether it offered affordable housing units.

Commissioner Langley stated that that area was outside of the City's jurisdiction.

Vice-Chair Sherman added that there were projects approved for single room occupancy units.

Commissioner Langley stated that those pre-proposals did not include affordable housing units.

Mr. Barragan added that those units were market rate.

Ms. Meme asked whether the Human Services Department would be able to assist people looking for housing.

Chair Jackson stated that they could provide her further information on Human Services Department.

Chair Jackson closed the public hearing

MOTION: It was moved by Commissioner Pierce and seconded by Henderson to adopt Resolution No. PC 11-19, recommending that the City Council adopt the proposed Zoning Ordinance.

The motion passed by the following roll call vote:

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

ORAL COMMUNICATIONS FROM THE PUBLIC

There were no oral communications from the public.

COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

Mr. Barragan informed the Planning Commission that the Building and Safety division is working on permits related to the Lucky Lady Casino incident.

Vice -Chair Sherman asked if the City knew why the roof had collapsed.

Mr. Barragan stated that a beam had failed and caused the roof to collapse along with the HVAC system, however, it was still being investigated.

Commissioner Langley asked how old the building was.

Mr. Barragan stated he believed the building was constructed sometime in the 1970s, however, other parts of the casino were constructed at a later time.

Vice-Chair Sherman asked when the Commission would see the proposed wireless ordinance on the agenda again, being that it had been continued at a previous meeting.

Mr. Barragan stated that to meet certain deadlines an urgency ordinance would be going before the City Council first then come back to the Planning Commission for review.

Mr. Wallin stated that an urgency ordinance was going before the City Council in order to put these rules into effect while allowing staff more time to adopt a complete ordinance.

Vice-Chair Sherman stated that on West 158th Street there were several holes being dug out for these wireless facilities and making a lot of mess along the streets.

Mr. Barragan stated that the City's Public Works Department was aware of the situation. Mr. Barragan added if there are any special topics that the Commission would like to be educated on, staff could put together special review session for the Commission.

PLANNING AND ENVIRONMENTAL QUALITY COMMISSION REPORTS

Commissioner Langley stated that he hopes that everyone would take the opportunity to visit Chapman University and see the Gardena High 1919-1956 art display.

Chair Jackson asked where that was at.

Commissioner Langley stated that it was in Orange County and added that the artwork was quite a remarkable collection of western art that was put together and retrieved back from the Los Angeles Unified School District's executive offices in downtown Los Angeles.

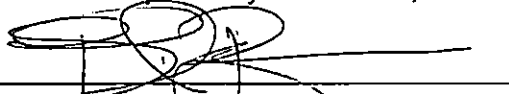
Vice-Chair Sherman asked whether the City was on a fiscal basis for its budget.

Mr. Barragan stated that the City's budget is on a fiscal basis.

ADJOURNMENT

Chair Jackson adjourned the meeting at 7:58 P.M.

Respectfully submitted,



RAYMOND BARRAGAN, SECRETARY
Planning and Environmental Quality Commission



FOR

BRENDA JACKSON, CHAIR
Planning and Environmental Quality Commission

CONSENT CALENDAR
AGENDA NO. 5.C.(1)(a)
August 13, 2019

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Treasurer's Department
DATE: August 9, 2019
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

(a) August 13, 2019 TOTAL WARRANTS ISSUED: \$8,283,489.74

Wire Transfer: 11788, 11801, 11806-11810
Prepay: 155138-155154
Check Numbers: 155155-155464
Checks Voided:

Total Pages of Register: 35

August 2, 2019 TOTAL PAYROLL ISSUED: \$1,646,410.17

for: *Mae L*
J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11788	6/5/2019	110664 STANLEY CLARKE TOURS, INC	060519	034-00407	ENTERTAINMENT SERVICES - JAZZ FE	10,000.00
					Total :	10,000.00
11801	7/15/2019	104058 ADMINISURE INC.	071519		WORKERS' COMP CLAIMS ADMINISTR	45,657.53
					Total :	45,657.53
11806	7/31/2019	101641 CALPERS	100000015709450		MISC GROUP ANNUAL UAL PAYMENT F	2,490,982.00
					Total :	2,490,982.00
11807	7/31/2019	101641 CALPERS	100000015709459		SAFETY (CLASSIC) ANNUAL UAL PAYM	3,761,082.00
					Total :	3,761,082.00
11808	7/30/2019	104058 ADMINISURE INC.	073019		WORKERS' COMP CLAIMS ADMINISTR	15,088.00
					Total :	15,088.00
11809	7/29/2019	106110 ADVANCED BENEFIT SOLUTIONS, LLC	072919		HEALTH INSURANCE CLAIMS	123,379.74
					Total :	123,379.74
11810	8/1/2019	104544 APA, INC.	82519 JAZZ FUNK SOUL	034-00408	ENTERTAINMENT SERVICES - JAZZ FE	7,500.00
					Total :	7,500.00
155138	7/24/2019	109889 MONY LIFE INSURANCE COMPANY	MAY 2019		LIFE INSURANCE GRP PLANS G242198	7,081.49
					Total :	7,081.49
155139	7/24/2019	110160 SMITH, AUBREY	06/05-06/10		PROCUREMENT SYSTEM REVIEW FY 2	138.40
					Total :	138.40
155140	7/24/2019	116663 PROGRESSIVE SOLUTIONS, INC.	19-3487	023-01221	PSI SOFTWARE MAINTENANCE RENEV	36,630.49
					Total :	36,630.49
155141	7/24/2019	109889 MONY LIFE INSURANCE COMPANY	JUNE 2019		LIFE INSURANCE GRP PLANS G242198	6,971.27
					Total :	6,971.27
155142	7/24/2019	110732 NAPOLEON, KEVIN	072719		CONCERT ON THE LAWN PERFORMAN	750.00
					Total :	750.00
155143	7/30/2019	101570 SOUTHWEST OFFSET PRINTING	CERDA 19/20		COMMUNITY PROMOTIONS	100.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155143	7/30/2019	101570 101570 SOUTHWEST OFFSET PRINTING	(Continued)		Total :	100.00
155144	8/1/2019	106870 TENDER LOVING CARE CATERING, INC.	07/01-07/15/19	034-00411	SENIOR FEEDING PROGRAM	9,756.78
					Total :	9,756.78
155145	8/1/2019	100275 HONEYWELL	5248308117	024-00574	YEAR 3 OF HVAC MAINTENANCE CON	25,026.72
					Total :	25,026.72
155146	8/1/2019	105574 PINNACLE PETROLEUM, INC.	0195000	037-09843	87 OCTANE REGULAR UNLEADED CAR	24,003.77
					Total :	24,003.77
155147	8/1/2019	105574 PINNACLE PETROLEUM, INC.	0195001	037-09843	87 OCTANE REGULAR UNLEADED CAR	23,701.47
					Total :	23,701.47
155148	8/1/2019	107476 ESQUIRE MUSIC FOUNDATION	081019		CONCERT ON THE LAWN PERFORMAN	900.00
					Total :	900.00
155149	8/1/2019	109889 MONY LIFE INSURANCE COMPANY	JULY 2019		LIFE INSURANCE GRP PLANS G242198	7,081.93
					Total :	7,081.93
155150	8/2/2019	102135 BEHRENDT, KENT	00001988	023-01224	IT NETWORK SUPPORT	3,400.00
					Total :	3,400.00
155151	8/5/2019	206509 FRANCIS, JOHN S.	08/05-08/12		TRAINING MANAGERS WORKSHOP - P	150.00
					Total :	150.00
155152	8/6/2019	121850 U.S. POSTAL SERVICE	080219	034-00412	POSTAGE - RECREATION GUIDE SUMM	5,983.25
					Total :	5,983.25
155153	8/8/2019	110735 THORNHILL ASSOCIATES	071119	037-09860	CONSULTING SERVICES - STRATEGIC	5,000.00
					Total :	5,000.00
155154	8/8/2019	119582 STATEMENT SHIRTS	18230		FCC PROGRAM SUPPLIES	664.01
					Total :	664.01
155155	8/13/2019	106086 ABC COMPANIES	2914737		GTRANS PARTS SUPPLIES	131.44
			2915314		GTRANS PARTS SUPPLIES	46.32
					Total :	177.76

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155156	8/13/2019	108948 ADAMS-NAULLS, VICKEY	JULY 2019		VOLUNTEER DRIVER	5.00
Total :						5.00
155157	8/13/2019	104058 ADMINISURE INC.	12060	023-01225	ADMINISURE CLAIMS ADMINISTRATION	11,010.00
			12140	023-01225	ADMINISURE CLAIMS ADMINISTRATION	11,010.00
Total :						22,020.00
155158	8/13/2019	106110 ADVANCED BENEFIT SOLUTIONS, LLC	AUGUST 2019		HEALTH, DENTAL & LIFE INSURANCE	119,406.73
Total :						119,406.73
155159	8/13/2019	101748 AFTERMARKET PARTS COMPANY LLC, THE	81770673		GTRANS AUTO PARTS	1,877.06
			81778264		GTRANS AUTO PARTS	1,837.73
			81781322		GTRANS AUTO PARTS	636.90
			81781323	037-09848	GTRANS AUTO PARTS	1,463.31
			81782465	037-09848	GTRANS AUTO PARTS	296.49
			81787696	037-09848	GTRANS AUTO PARTS	1,971.86
			81787762	037-09848	GTRANS AUTO PARTS	335.40
			81792797	037-09849	GTRANS AUTO PARTS	698.69
			81794680	037-09848	GTRANS AUTO PARTS	240.27
			81794696	037-09848	GTRANS AUTO PARTS	66.01
			81794701	037-09848	GTRANS AUTO PARTS	3.29
			81799098	037-09848	GTRANS AUTO PARTS	486.01
Total :						9,913.02
155160	8/13/2019	101338 ALCO TARGET COMPANY	67686		PD TRAINING SUPPLIES	32.58
Total :						32.58
155161	8/13/2019	110740 ALSAEIS, AIMAN	PERMIT #16069		PERMIT DEPOSIT REFUND - 1147 W. G.	5,000.00
Total :						5,000.00
155162	8/13/2019	100925 AMERICAN MOVING PARTS	01A96268		GTRANS AUTO PARTS	652.42
			01A96797		GTRANS AUTO PARTS	645.60
			01A97949		GTRANS AUTO PARTS	1,035.61
Total :						2,333.63
155163	8/13/2019	101882 AMERICAN PUBLIC TRANSPORTATION, ASSO	358259		ANNUAL MEMBERSHIP DUES~	26,000.00
Total :						26,000.00

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155164	8/13/2019	109439 ANA LABORATORIES, INC.	119B000042		SAMPLE KIT	1,315.00
					Total :	1,315.00
155165	8/13/2019	104057 ANDERSEN CONSTRUCTION	50019-1159		PERMIT DEPOSIT REFUND - 1950 W. RI	7,500.00
					Total :	7,500.00
155166	8/13/2019	110747 ANDERSON SR., NEAL	CIT #111126805		REFUND - INTERCEPTED WRONG TAX	189.00
					Total :	189.00
155167	8/13/2019	102526 ANTHONY'S READY-MIX	1-1029993		PW STREET MAINT SUPPLIES	1,491.95
					Total :	1,491.95
155168	8/13/2019	110556 APPOINTMENTPLUS	INV00394550	023-01223	ONLINE APPOINTMENT & SCHEDULING	5,353.16
					Total :	5,353.16
155169	8/13/2019	101628 AQUA-FLO SUPPLY	1397928		BLDG MAINT SUPPLIES	244.49
			1399854		PARK MAINT SUPPLIES	562.05
					Total :	806.54
155170	8/13/2019	108625 ARAD OIL INC.	JULY 2019		CAR WASH	470.00
			JUNE 2019		CAR WASH	240.00
					Total :	710.00
155171	8/13/2019	109160 AREVALO, JASMINE E.	07/05-07/31		CHILD DEVELOPMENT CONSULTANT ~	2,219.50
					Total :	2,219.50
155172	8/13/2019	101459 ASBURY ENVIRONMENTAL SERVICES	1500-00463959		USED OIL SERVICE	65.00
					Total :	65.00
155173	8/13/2019	104687 AT&T	13331929		TELEPHONE~	250.47
			13331930		TELEPHONE~	360.22
			13332240		TELEPHONE - ALL DEPTS	6,523.24
			13335049		TELEPHONE~	577.68
			13362038		TELEPHONE~	33.47
			13362039		TELEPHONE~	85.65
			13362053		TELEPHONE~	33.47
			13362061		TELEPHONE~	33.47
			13362062		TELEPHONE~	86.72

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155173	8/13/2019	104687 104687 AT&T	(Continued)		Total :	7,984.39
155174	8/13/2019	616090 AT&T	3232408 07/01/19		TELEPHONE	734.83
					Total :	734.83
155175	8/13/2019	100474 AT&T LONG DISTANCE	071219		TELEPHONE	26.04
					Total :	26.04
155176	8/13/2019	100964 AT&T MOBILITY	287275681023X8012019		PD CELL PHONE ACCT #287275681023	2,000.40
			287290395417X7102019		PD CELL PHONE ACCT #287290395417	374.91
			828667974X07162019		CM CELL PHONE ACCT #828667974~	86.46
					Total :	2,461.77
155177	8/13/2019	102880 AUTOPLEX, INC.	11081		2018 FORD TRUCK EXPLR #1554675 - C	39.40
					Total :	39.40
155178	8/13/2019	110726 BALTHAZAR, JOEL	07/16-07/31/19		SPORTS OFFICIAL	70.00
					Total :	70.00
155179	8/13/2019	107141 BARRAGAN, RAYMOND	072419		MGMT ANNUAL HEALTH BENEFIT	400.00
					Total :	400.00
155180	8/13/2019	104371 BATES, LEROY	JULY 2019		YOUTH GOLF INSTRUCTOR	210.00
					Total :	210.00
155181	8/13/2019	102054 BAVCO	911732		(7) BACKFLOW VALVE INSPECTIONS	315.00
					Total :	315.00
155182	8/13/2019	102400 BAYSIDE MEDICAL CENTER	00093125		BLOOD DRAW - L.ALVAREZ, E.HERRER	381.60
					Total :	381.60
155183	8/13/2019	802155 BAYSIDE REPORTING COMPANY	11416		PROFESSIONAL SERVICES - C.JONES	350.00
			11455		CERTIFIED TRANSCRIPT & ORIGINAL -	1,203.25
					Total :	1,553.25
155184	8/13/2019	102035 BD WHITE TOP SOIL CO., INC.	82124		STREET MAINT SUPPLIES	177.94
			82130		PARK MAINT SUPPLIES	106.76

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155184	8/13/2019	102035 102035 BD WHITE TOP SOIL CO., INC.	(Continued)		Total :	284.70
155185	8/13/2019	103641 BECNEL UNIFORMS	21058		BUS UNIFORM SUPPLIES	504.25
			21636		BUS UNIFORM SUPPLIES	429.74
					Total :	933.99
155186	8/13/2019	104302 BEE N' WASP NEST REMOVAL, SERVICE, LLC	954672		HONEY BEE NEST REMOVAL - 2103 13	114.00
					Total :	114.00
155187	8/13/2019	102135 BEHRENDT, KENT	00001993	023-01224	IT NETWORK SUPPORT	3,400.00
					Total :	3,400.00
155188	8/13/2019	108994 BERGMAN DACEY GOLDSMITH	26300		PROFESSIONAL SERVICES - T.AMARE	73.50
			26301		PROFESSIONAL SERVICES - PERSON	325.00
					Total :	398.50
155189	8/13/2019	110675 BGB DESIGN GROUP, INC	103672	024-00568	LANDSCAPE ARCHITECTUAL SERVICE	3,160.00
					Total :	3,160.00
155190	8/13/2019	110749 BLOUNT, RIYEN	CIT #155132194		REFUND - INTERCEPTED WRONG TAX	537.00
					Total :	537.00
155191	8/13/2019	103373 BOB & MARC PLUMBING	S-96846		SERVICE CALL - PD RUN CAMERA IN T	210.00
					Total :	210.00
155192	8/13/2019	109377 BOB BARKER COMPANY, INC.	UT1000502297		JAIL PROGRAM SUPPLIES	117.45
			UT1000502889		JAIL PROGRAM SUPPLIES	101.07
			UT1000503839		JAIL PROGRAM SUPPLIES	56.22
					Total :	274.74
155193	8/13/2019	109210 BOOTH, ALISON	JULY 2019		VOLUNTEER DRIVER	25.00
					Total :	25.00
155194	8/13/2019	100366 BUFFETT, GERALDINE	082219		CANDLELIGHT ENTERTAINMENT DINNI	125.00
					Total :	125.00
155195	8/13/2019	110750 BURN PROOF GEAR	48616		PD PROGRAM SUPPLIES	1,296.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155195	8/13/2019	110750 110750 BURN PROOF GEAR	(Continued)		Total :	1,296.00
155196	8/13/2019	103168 CA TRANSPORT REFRIGERATION, INC.	58763 58770	037-09844	GTRANS AUTO PARTS GTRANS AUTO PARTS	2,903.43 122.13 Total : 3,025.56
155197	8/13/2019	106102 CALIFORNIA ASSOCIATION FOR	2019-0167		LOCAL/REGIONAL GOVERNMENT AGE	590.00 Total : 590.00
155198	8/13/2019	110537 CALIFORNIA CONSULTING, INC.	2958	039-00060	GRANT WRITING SERVICES - JULY 201	4,000.00 Total : 4,000.00
155199	8/13/2019	303331 CALIFORNIA DEPARTMENT OF TAX, AND FEE APR-JUN 2019			UNDERGROUND STORAGE TANK MAIN	2,990.14 Total : 2,990.14
155200	8/13/2019	110737 CAMERZELL, CHRISTINA	GEPCO 2019		GEPCO LOAN	2,000.00 Total : 2,000.00
155201	8/13/2019	110538 CANNON COMPANY	50547	024-00543	ARTESIA BLVD. ARTERIAL IMPROVEME	33,020.86 Total : 33,020.86
155202	8/13/2019	823003 CARL WARREN & COMPANY	JUNE 2019		CLAIMS MANAGEMENT - GTRANS	1,710.00 Total : 1,710.00
155203	8/13/2019	803420 CARPENTER, ROTHANS & DUMONT, LAW OFF 33137			PROFESSIONAL SERVICES - H.THURM	5,292.03 Total : 5,292.03
155204	8/13/2019	110643 CEM CONSTRUCTION CORP.	19-021	024-00560	PEDESTRIAN SAFETY IMPROVEMENT	38,950.00 Total : 38,950.00
155205	8/13/2019	105122 CERDA, TASHA	07/11-07/15		ICA BOARD OF DIRECTORS MEETING	105.56 Total : 105.56
155206	8/13/2019	110745 CGL INVESTMENT CAPITAL INC	50018-0239		PERMIT DEPOSIT REFUND - 15212 ARC	5,215.40 Total : 5,215.40
155207	8/13/2019	109389 CHUNG, KASEY	JULY 2019		GYMNASTICS INSTRUCTOR	2,046.00 Total : 2,046.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155208	8/13/2019	103269 CINCO DE MAYO COMMITTEE	MEDINA 19/20		COMMUNITY PROMOTIONS	250.00
Total :						250.00
155209	8/13/2019	318105 CITY OF REDONDO BEACH	567763		SWAT VEHICLE SHARE REPAIRS COST	1,732.00
Total :						1,732.00
155210	8/13/2019	109670 COLE PRO MEDIA, LLC	1699	035-00932	MEDIA CONSULTING SERVICES - JULY	3,000.00
Total :						3,000.00
155211	8/13/2019	102357 COLLINS, JOHN	JULY 2019		VOLUNTEER DRIVER	20.00
Total :						20.00
155212	8/13/2019	103719 COMMERCIAL DOOR METAL SYSTEMS, INC.	51530	024-00561	REMOVE AND REPLACE METAL DOOR	2,755.90
Total :						2,755.90
155213	8/13/2019	103465 COMMUNITY VETERINARY HOSPITAL	382179	035-00930	VETERINARY SERVICES - AMIR	3,559.50
Total :						3,559.50
155214	8/13/2019	103125 COMPLETE COACH WORKS	0078262 68403		GTRANS AUTO PARTS	631.27
					BUS #707 DIAGNOSE & REPAIR VOLTA	1,223.18
Total :						1,854.45
155215	8/13/2019	108709 CONVERGINT TECHNOLOGIES LLC	601SH7656-5	035-00864	PREVENTIVE MAINTENANCE VIDEO PC	4,538.80
Total :						4,538.80
155216	8/13/2019	102388 COPYLAND, INC.	69453 69510		GTRANS BANNER, 47"X80" "SAFE DRIV	226.67
					GTRANS BANNER, 47X80 "SAFE DRIVE	147.33
Total :						374.00
155217	8/13/2019	109913 COSTAR REALTY INFORMATION INC.	109635865 109815759		COSTAR SUITE - JULY 2019	953.05
					COSTAR SUITE - AUGUST 2019	953.05
Total :						1,906.10
155218	8/13/2019	101507 COX, CASTLE & NICHOLSON LLP	490229		PROFESSIONAL SERVICES - GARDEN/	422.25
Total :						422.25
155219	8/13/2019	110739 CRAWFORD, DAMON	082519 WYLDEBUNCH		ENTERTAINMENT SERVICES - JAZZ FE	800.00

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155219	8/13/2019	110739 110739 CRAWFORD, DAMON	(Continued)		Total :	800.00
155220	8/13/2019	103512 CRENSHAW LUMBER CO.	41987		STREET MAINT SUPPLIES	78.87
			43173		BLDG MAINT SUPPLIES	159.96
			43236		PARK MAINT SUPPLIES	130.40
			43450		STREET MAINT SUPPLIES	27.16
			43764		SUN SHADE STRUCTURE PROJECT	1,654.18
			43783		PARK MAINT SUPPLIES	77.97
			44130		STREET MAINT SUPPLIES	367.04
			45677		STREET MAINT SUPPLIES	57.87
					Total :	2,553.45
155221	8/13/2019	105876 CRENSHAW WHOLESALE ELECTRIC, SUPPLY	741611		BLDG MAINT SUPPLIES	8.76
			741656		BLDG MAINT SUPPLIES	72.00
					Total :	80.76
155222	8/13/2019	120219 CYBER SECURITY SOURCE	9375		REC MAINT SUPPLIES	1,282.85
					Total :	1,282.85
155223	8/13/2019	102228 DAILY BREEZE	0011279132		NOTICE INVITING BID - FACILITIES	412.60
			900602689 06/24/19		SUBSCRIPTION RENEWAL - ACCT #900	540.43
					Total :	953.03
155224	8/13/2019	110360 DELA CRUZ, SPENCER	0002		CONSULTING SERVICE S- ECONOMIC	4,525.00
					Total :	4,525.00
155225	8/13/2019	312558 DEPARTMENT OF ANIMAL CARE, & CONTROL JUNE 2019		035-00848	MONTHLY HOUSING SERVICES - JUNE	27,161.08
					Total :	27,161.08
155226	8/13/2019	312117 DEPARTMENT OF WATER & POWER	072319		LIGHT & POWER	97.56
					Total :	97.56
155227	8/13/2019	107268 DIVISION OF THE STATE, ARCHITECT	JUL 2018-JUN 2019		SB 1186 DISABILITY ACCESS & EDUCA	3,722.06
					Total :	3,722.06
155228	8/13/2019	103241 DP STAR AUTOMOTIVE, INC.	46743		SMOG INSPECTIONS - 2012 FORD E350	40.00
					Total :	40.00

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155229	8/13/2019	109270 ELAN CITY, INC.	2000-1183		SERVICE CONTRACT EVOLIS	299.00
					Total :	299.00
155230	8/13/2019	110741 EMBREE CONSTRUCTION GROUP, INC	50019-0037		PERMIT DEPOSIT REFUND - 15515 S.	10,000.00
					Total :	10,000.00
155231	8/13/2019	107353 EMERGENCY RESPONSE CRIME SCENE, CLE	T2019-327		CLEAN & DECONTAMINATE JAIL CELLS	900.00
			T2019-339		DISINFECT (1) POLICE VEHICLE	250.00
					Total :	1,150.00
155232	8/13/2019	105392 ENTENMANN-ROVIN COMPANY	0145253		EMPLOYEE SERVICE PINS	438.65
					Total :	438.65
155233	8/13/2019	106859 ENVIROFORM INDUSTRIES	5229		BUS WASH SUPPLIES	105.72
					Total :	105.72
155234	8/13/2019	110744 ENVIRONMENTAL SCIENCE &, ENGINEERING	PERMIT #9975		PERMIT DEPOSIT REFUND - 1408 W.	2,000.00
					Total :	2,000.00
155235	8/13/2019	101676 ENVIRONMENTAL SYSTEMS RESEARCH	93663552		ARCGIS SINGLE USE PRIMARY MAINT	400.00
					Total :	400.00
155236	8/13/2019	109426 ESPINOSA, VANESSA	07/16-07/31/19		PROFESSIONAL SERVICES - CASE WC	1,470.00
					Total :	1,470.00
155237	8/13/2019	108574 EVANBROOKSASSOCIATES, INC.	19007-1	037-09760	NTD PASSENGER MILES DATA COLLEC	5,599.63
			19008-1	037-09760	NTD PASSENGER MILES DATA COLLEC	3,740.00
					Total :	9,339.63
155238	8/13/2019	105650 EWING IRRIGATION PRODUCTS	7867918		PARK MAINT SUPPLIES	232.01
					Total :	232.01
155239	8/13/2019	110593 EXTTI, INCORPORATED	15905	020-00025	PROFESSIONAL SERVICES - CONFIDE	7,125.00
					Total :	7,125.00
155240	8/13/2019	104380 E-Z FLOW CONCRETE PUMPING	8955		STREET MAINT SUPPLIES	605.00
			8958		STREET MAINT SUPPLIES	585.00

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155240	8/13/2019	104380 104380 E-Z FLOW CONCRETE PUMPING	(Continued)		Total :	1,190.00
155241	8/13/2019	105539 FACTORY MOTOR PARTS CO.	12-3167445		PW AUTO PARTS	78.79
					Total :	78.79
155242	8/13/2019	100055 FAIR HOUSING FOUNDATION	JUNE 2019		CDBG CONSULTANT	1,141.93
					Total :	1,141.93
155243	8/13/2019	106129 FEDEX	6-604-31420		SHIPPING SERVICES	38.72
			6-610-92863		SHIPPING SERVICES	15.62
			6-611-60584		SHIPPING SERVICES	21.94
					Total :	76.28
155244	8/13/2019	110241 FERNANDO PULLUM COMMUNITY ARTS, CEN 082519			ENTERTAINMENT SERVICES - JAZZ FE	1,500.00
					Total :	1,500.00
155245	8/13/2019	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT 2506021906			DRUG TEST/ADMIN FEE	306.19
					Total :	306.19
155246	8/13/2019	109315 FLEETCREW	31551		UNIT #44 DURATHON REGENERATION	114.95
					Total :	114.95
155247	8/13/2019	106465 FOX FIRST AID & SAFETY	59741		PARK MAINT SUPPLIES	26.28
			59901		STREET MAINT SUPPLIES	328.50
					Total :	354.78
155248	8/13/2019	108724 FRIERSON, DANIELLE	060419		BLOCK PARTY DEPOSIT REFUND	100.00
					Total :	100.00
155249	8/13/2019	109163 FUEL SOLUTIONS, INC.	19-1692	037-09851	DESIGN CONSULTING SERVICES - CN	5,982.20
					Total :	5,982.20
155250	8/13/2019	106625 FUKUDA, ALAN	JULY 2019		VOLUNTEER DRIVER	15.00
					Total :	15.00
155251	8/13/2019	106615 FULLER ENGINEERING, INC.	138989		PARK MAINT SUPPLIES	929.66
			139195		PARK MAINT SUPPLIES	1,413.54

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155251	8/13/2019	106615 106615 FULLER ENGINEERING, INC.	(Continued)		Total :	2,343.20
155252	8/13/2019	207303 GARCIA, PEGGY	JULY 2019		VOLUNTEER DRIVER	45.00
					Total :	45.00
155253	8/13/2019	107030 GARDENA AUTO PARTS	098580		PW AUTO PARTS	20.78
			098918		PW AUTO PARTS	29.14
			099006		SEWER PROGRAM SUPPLIES	269.82
			099073		PD AUTO PARTS	6.23
					Total :	325.97
155254	8/13/2019	107005 GARDENA GLASS, INC.	61913		WEATHERSTRIP INSTALLED & GLASS I	175.58
			61935		NCC - SAFETY GLASS	433.05
					Total :	608.63
155255	8/13/2019	107011 GARDENA VALLEY NEWS, INC.	00084928		NOTICE OF PUBLIC HEARING - CONDI	124.69
					Total :	124.69
155256	8/13/2019	619005 GAS COMPANY, THE	080119		GAS	2,026.22
					Total :	2,026.22
155257	8/13/2019	106470 GILLIG LLC	40596749		GTRANS AUTO PARTS	418.53
			40599727		GTRANS AUTO PARTS	82.37
					Total :	500.90
155258	8/13/2019	110245 GLOBAL EQUIPMENT CO, INC.	114612811		BLDG MAINT SUPPLIES	57.52
			114622514		BLDG MAINT SUPPLIES	63.90
			114638070		BLDG MAINT SUPPLIES	456.43
					Total :	577.85
155259	8/13/2019	108906 GOLDEN, CEIL	JULY 2019		VOLUNTEER DRIVER	30.00
					Total :	30.00
155260	8/13/2019	107513 GRAINGER	9222380348		BUS FACILITY SUPPLIES	48.97
					Total :	48.97
155261	8/13/2019	110723 GRIFFIN, TANNER	07/16-07/31/19		SPORTS OFFICIAL	125.00

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155261	8/13/2019	110723 110723 GRIFFIN, TANNER	(Continued)		Total :	125.00
155262	8/13/2019	207520 GUALOTUNA, HUGO	SUMMER 2019		EDUCATIONAL REIMBURSEMENT	607.50
					Total :	607.50
155263	8/13/2019	104017 HALO BRANDED SOLUTIONS INC.	4023153	037-09856	GTRANS PROMOTIONAL ITEMS	7,824.53
					Total :	7,824.53
155264	8/13/2019	109665 HAMPTON, HARRY	07/16-07/31/19		SPORTS OFFICIAL	175.00
					Total :	175.00
155265	8/13/2019	108949 HELM, SUSAN	JULY 2019		VOLUNTEER DRIVER	40.00
					Total :	40.00
155266	8/13/2019	108765 HENDERSON, MARK E.	07/11-07/15		ICA BOARD OF DIRECTORS MEETING	105.56
					Total :	105.56
155267	8/13/2019	106546 HENRY, ERMA	GEPCO 2019		GEPCO LOAN	1,400.00
					Total :	1,400.00
155268	8/13/2019	106467 HENTGES, LAURENT	07/08-07/12		MEAL & RANGE FEE REIMBURSEMENT	190.00
					Total :	190.00
155269	8/13/2019	102189 HILL, EARTHALEEN	061419		BLOCK PARTY DEPOSIT REFUND	100.00
					Total :	100.00
155270	8/13/2019	110371 HINDERLITER DE LLAMAS, & ASSOCIATES	0031674	020-00018	PROFESSIONAL SERVICES - ECON DE	2,200.00
					Total :	2,200.00
155271	8/13/2019	110728 HOLLIS, ELIJAH D.	41256		REFUND - POLICE REPORT NOT RELE	23.00
					Total :	23.00
155272	8/13/2019	108434 HOME DEPOT CREDIT SERVICES	0341402		HOME IMPROVEMENT PROGRAM	24.53
			1312568		PARK MAINT SUPPLIES	22.96
			1321227		HOME IMPROVEMENT PROGRAM	86.00
			2312537		PARK MAINT SUPPLIES	56.93
			3044679		STREET MAINT SUPPLIES	31.56
			3147927		PD PROGRAM SUPPLIES	14.86

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155272	8/13/2019	108434 HOME DEPOT CREDIT SERVICES	(Continued)			
			3350715		PARK MAINT SUPPLIES	64.61
			4134106		PD PROGRAM SUPPLIES	152.49
			4341222		HOME IMPROVEMENT PROGRAM	50.39
			4350402		BLDG MAINT SUPPLIES	9.79
			5053062		BLDG MAINT SUPPLIES	174.75
			5341575		HOME IMPROVEMENT PROGRAM	220.11
			6040710		STREET MAINT SUPPLIES	27.34
			7045720		BLDG MAINT SUPPLIES	130.45
			7321049		HOME IMPROVEMENT	19.58
			8036189		BLDG MAINT SUPPLIES	100.64
			8313593		BLDG MAINT SUPPLIES	14.76
			9053941		BLDG MAINT SUPPLIES	59.62
			9313577		PARK MAINT SUPPLIES	144.35
			9331701		STREET MAINT SUPPLIES	167.27
			9989696		STREET MAINT SUPPLIES	6.30
					Total :	1,579.29
155273	8/13/2019	108430 HOME PIPE & SUPPLY	F14569		BLDG MAINT SUPPLIES	70.30
			F14606		BLDG MAINT SUPPLIES	81.76
			F14802		BLDG MAINT SUPPLIES	27.86
			F14846		BLDG MAINT SUPPLIES	497.48
					Total :	677.40
155274	8/13/2019	101031 HOUSING PROGRAMS	19-2-MARTIN		OORP STATE HOME PROG - 13904 S. V	925.00
			7.20.19 HOME-ADMIN		STATE HOME PROG - ANNUAL REPORT	935.00
			CP-19-2		CDBG - PREPARATION OF 2019-20 ANN	2,125.00
					Total :	3,985.00
155275	8/13/2019	105513 INDUSTRIAL CLEANING SYSTEMS, INC.	37983		PW PROGRAM SUPPLIES	265.98
			37993		PW MAINT SUPPLIES	168.38
			38021		PD PROGRAM SUPPLIES	283.84
					Total :	718.20
155276	8/13/2019	108302 INGLEWOOD WHOLESALE ELECTRIC, CO.	260559		BUS FACILITY MAINT SUPPLIES	105.60
			260881		BUS FACILITY MAINT SUPPLIES	855.71

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155276	8/13/2019	108302	108302 INGLEWOOD WHOLESALE ELECTRIC, C (Continued)		Total :	961.31	
155277	8/13/2019	106714	INTERSTATE BATTERIES OF, CALIFORNIA CO. 101126617		GTRANS AUTO PARTS	437.37	
			101126969		GTRANS AUTO PARTS	1,093.42	
					Total :	1,530.79	
155278	8/13/2019	110100	INTERWEST CONSULTING GROUP, INC.	51090	024-00542	ENGINEERING SERVICES - PEDESTRI/	15,852.50
					Total :	15,852.50	
155279	8/13/2019	110100	INTERWEST CONSULTING GROUP, INC.	BL #37075		BUSINESS LICENSE OVERPAYMENT	96.00
					Total :	96.00	
155280	8/13/2019	109831	INTOXIMETERS, INC.	632458		PD SUPPLIES	219.89
					Total :	219.89	
155281	8/13/2019	907163	IT CORPORATION	PERMIT #11340		PERMIT DEPOSIT REFUND - 1408 W.	4,000.00
					Total :	4,000.00	
155282	8/13/2019	103064	ITERIS, INC.	113260	024-00538	TRAFFIC SIGNAL RECONST-VERMONT	9,885.27
					Total :	9,885.27	
155283	8/13/2019	109686	JACKSON, ALEXANDRA	JULY 2019		MATH/READING INSTRUCTOR	992.00
					Total :	992.00	
155284	8/13/2019	108555	JALISCO TIRE & AUTO REPAIR	071619		(1) FLAT REPAIR	10.00
				072119		(2) FLAT REPAIRS	15.00
					Total :	25.00	
155285	8/13/2019	110010	JANEK CORPORATION, THE	106303		GTRANS SHOP SUPPLIES	974.55
					Total :	974.55	
155286	8/13/2019	110014	JENKINS, JOAN STEIN	07/01-07/31/19		MONTHLY CITY PROSECUTOR CHARG	4,900.00
					Total :	4,900.00	
155287	8/13/2019	110356	JIMNI SYSTEMS, INC.	32134	024-00576	EMERGENCY REPAIR OF SEWER LIFT	4,615.76
					Total :	4,615.76	
155288	8/13/2019	109709	JOHNSON, ANANDA	07/01-07/15/19		SPORTS SCOREKEEPER	30.00

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155288	8/13/2019	109709 JOHNSON, ANANDA	(Continued) 07/16-07/31/19		SPORTS SCOREKEEPER	170.00
					Total :	200.00
155289	8/13/2019	111016 KAISER FOUNDATION HEALTH PLAN	AUGUST 2019		HEALTH INSURANCE	239,643.76
					Total :	239,643.76
155290	8/13/2019	211004 KANG, THOMAS	08/18-08/23		2019 NPOA ANNUAL TRAINING SYMPO	375.00
					Total :	375.00
155291	8/13/2019	107240 KASKANIAN, ART	07/11-07/15		ICA BOARD OF DIRECTORS MEETING	105.56
					Total :	105.56
155292	8/13/2019	110746 KAUFMAN LAW FIRM, PC, AND BRENDA BRISI T18-2016			SETTLEMENT - B.RUIZ V. GARDENA	300,000.00
					Total :	300,000.00
155293	8/13/2019	111149 KELLY PAPER COMPANY	9840876		PRINT SHOP OFFICE SUPPLIES	66.47
					Total :	66.47
155294	8/13/2019	211429 KEMP, TAMARA	JULY 2019		DANCE INSTRUCTOR	2,101.00
					Total :	2,101.00
155295	8/13/2019	109346 KEYSTONE UNIFORM OC	700034369 700034370 700034571 700035364 700035415		PD UNIFORM SUPPLIES PD UNIFORM SUPPLIES PD UNIFORM SUPPLIES PD UNIFORM SUPPLIES PD UNIFORM SUPPLIES	216.30 89.29 234.80 1,025.31 116.84
					Total :	1,682.54
155296	8/13/2019	110385 KIMLEY-HORN AND ASSOCIATES, INC	14214858	032-00041	DEVELOPMENT SERVICES - MELIA/17E	6,380.60
					Total :	6,380.60
155297	8/13/2019	111517 KIRK'S AUTOMOTIVE INC.	1029695 1029696 1029697 1029698 1029744 1029754		GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES	255.60 10.32 279.20 198.40 69.80 672.90

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155297	8/13/2019	111517 KIRK'S AUTOMOTIVE INC.	(Continued)			
			1029842		GTRANS SHOP SUPPLIES	1,008.80
			1029869		GTRANS SHOP SUPPLIES	12.04
			1029938		GTRANS SHOP SUPPLIES	169.32
					Total :	2,676.38
155298	8/13/2019	111045 KJ SERVICES	1590	039-00059	BOTTLE & CAN RECYCLING PROGRAM	3,164.34
			1591	039-00059	USED OIL PROGRAM EXPENSE	3,316.35
					Total :	6,480.69
155299	8/13/2019	111260 KJOS, BARBARA JEAN	JULY 2019		GARDENA FAMILY CHILD CARE PROG	2,059.00
					Total :	2,059.00
155300	8/13/2019	108349 KOSMONT COMPANIES	1905.9-002		CONSULTING SERVICES - MARINE AVE	6,123.00
					Total :	6,123.00
155301	8/13/2019	110742 KPRS CONSTRUCTION	PERMIT #16097		PERMIT DEPOSIT REFUND - 13401 S.	1,500.00
					Total :	1,500.00
155302	8/13/2019	108475 L.A. CASCADE INC.	L29802		TEMPURE LAB FREEZER - REPAIR & R	1,406.05
					Total :	1,406.05
155303	8/13/2019	312030 L.A. COUNTY ASSESSOR	19ASRE272		MAPS/POSTAGE	6.93
					Total :	6.93
155304	8/13/2019	112145 L.A. COUNTY FIRE DEPARTMENT	IN0309772		UNDERGROUND STORAGE TANK PRO	5,348.00
					Total :	5,348.00
155305	8/13/2019	312113 L.A. COUNTY SHERIFF'S DEPT	194450BL		INMATE MEAL DELIVERY PROGRAM -	1,083.10
					Total :	1,083.10
155306	8/13/2019	104203 L.A. PAINT & BODY WORKS	74558	037-09846	BUS REPAIR FOR BUS #886	3,455.95
					Total :	3,455.95
155307	8/13/2019	102082 LACPCA	KANG 09/18-09/20		REGISTRATION - 2020 LACPCA STRATI	200.00
					Total :	200.00
155308	8/13/2019	112014 LAKESHORE LEARNING MATERIALS	1202058725062119		FCC PROGRAM SUPPLIES	283.88

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155308	8/13/2019	112014 LAKESHORE LEARNING MATERIALS	(Continued) 1203060412062819		FCC PROGRAM SUPPLIES	661.56
					Total :	945.44
155309	8/13/2019	110753 LANDEROS, SANDRA	183/70563		REFUND- POOL RENTAL FEE	345.00
					Total :	345.00
155310	8/13/2019	105874 LAWSON PRODUCTS, INC.	9306855909		BUS SHOP SUPPLIES	752.18
					Total :	752.18
155311	8/13/2019	109827 LEARNING GENIE INC.	2089		SUBSCRIPTION - LEARNING GENIE AP	1,110.00
					Total :	1,110.00
155312	8/13/2019	103704 LEGAUX, CLIFFORD	JULY 2019		TENNIS INSTRUCTOR	544.00
					Total :	544.00
155313	8/13/2019	112140 LESLIE'S POOL SUPPLIES INC.	00008-01-017806		POOL SUPPLIES	195.22
					Total :	195.22
155314	8/13/2019	104782 LEW EDWARDS GROUP, THE	006	023-01226	CONSULTING SERVICES - COMMUNITY	5,750.00
					Total :	5,750.00
155315	8/13/2019	212132 LEW, DIANA	JULY 2019		PIANO INSTRUCTOR	1,057.00
					Total :	1,057.00
155316	8/13/2019	108023 LEXIPOL LLC	30054 30141	035-00931 035-00934	LAW ENFORCEMENT MANAGEMENT S JAIL POLICY MANUAL UPDATE SUBSCI	7,400.00 3,576.00
					Total :	10,976.00
155317	8/13/2019	112260 LIEBERT CASSIDY WHITMORE	1481556 1481557 1481558		PROFESSIONAL SERVICES - PERSONN PROFESSIONAL SERVICES - SB 1421 F PROFESSIONAL SERVICES - PERSONN	37.00 1,492.05 481.00
					Total :	2,010.05
155318	8/13/2019	108807 LOCKE LORD LLP	1511716		PROFESSIONAL SERVICES - GARDEN/	16,367.25
					Total :	16,367.25
155319	8/13/2019	110738 LOWERY, CHRISTOPHER	082519		ENTERTAINMENT SERVICES - JAZZ FE	1,000.00

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155319	8/13/2019	110738 110738 LOWERY, CHRISTOPHER	(Continued)		Total :	1,000.00
155320	8/13/2019	112615 LU'S LIGHTHOUSE, INC.	01145521		GTRANS SHOP SUPPLIES	473.56
			01146027		GTRANS SHOP SUPPLIES	251.96
			01146568		GTRANS SHOP SUPPLIES	13.79
					Total :	739.31
155321	8/13/2019	113301 M & K METAL CO.	183010		BLDG MAINT SUPPLIES	70.87
			184180		STREET MAINT SUPPLIES	6.70
					Total :	77.57
155322	8/13/2019	108328 M.L. BERNIE COMPANY, INC.	162887		GTRANS SHOP SUPPLIES	148.48
					Total :	148.48
155323	8/13/2019	110204 MA-5	1009	035-00875	INVESTIGATION SERVICES - JUNE 2019	4,612.50
					Total :	4,612.50
155324	8/13/2019	108828 MAACO COLLISION REPAIR &, AUTO PAINTING	6467		PAINTING/BODY SERVICES - 2003 FOR	1,646.27
					Total :	1,646.27
155325	8/13/2019	114143 MAILFINANCE	N7826802		POSTAGE MAILING MACHINE LEASE	786.59
					Total :	786.59
155326	8/13/2019	105082 MAJESTIC LIGHTING, INC.	ML73916		SIGNS/SIGNALS SUPPLIES	47.60
			ML73944		BLDG MAINT SUPPLIES	69.55
			ML73991		PARK MAINT SUPPLIES	947.39
			ML73998		PARK MAINT SUPPLIES	230.50
			ML74020		BLDG MAINT SUPPLIES	1,122.80
			ML74042		BLDG MAINT SUPPLIES	131.92
					Total :	2,549.76
155327	8/13/2019	109203 MAKAI SOLUTIONS	2918		REPAIR FOR ROTARY PARALLELOGRAM	237.50
					Total :	237.50
155328	8/13/2019	813030 MANNING & KASS	641230		LEGAL SERVICES - L. GUTIERREZ V. R	5,090.92
			641231		LEGAL SERVICES - K.ROSS V. GARDEN	443.70
			641232		LEGAL SERVICES - F.ALMAROU V. GAR	4,892.38
			641233		LEGAL SERVICES - J.WELLMAN AND L.	6,191.85

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155328	8/13/2019	813030 813030 MANNING & KASS	(Continued)		Total :	16,618.85
155329	8/13/2019	106544 MARINA SECURITY GATE &, ELECTRONICS	E18-5275		BLDG MAINT SUPPLIES	766.50
					Total :	766.50
155330	8/13/2019	109645 MARLIN BUSINESS BANK	17192516	035-00935	AUTOMATED EXTERNAL DEFIBRILLATC	4,651.78
					Total :	4,651.78
155331	8/13/2019	113064 MCMASTER-CARR SUPPLY COMPANY	10119096		GTRANS SHOP SUPPLIES	32.34
			10731917		GTRANS SHOP SUPPLIES	505.62
			11152373		GTRANS SHOP SUPPLIES	134.64
			98939532		BLDG MAINT SHOP SUPPLIES	127.26
			98939533		PW SHOP SUPPLIES	103.93
			99390155		GTRANS SHOP SUPPLIES	217.61
					Total :	1,121.40
155332	8/13/2019	110621 MEARNES CONSULTING LLC	003 06/30/19		ENVIRONMENTAL CONSULTANT SERVI	85.00
					Total :	85.00
155333	8/13/2019	108699 MEZIERE ENTERPRISES INC.	58377		ELECTRIC WATER PUMP	624.10
					Total :	624.10
155334	8/13/2019	110206 MICHELIN NORTH AMERICA, INC.	CA0046356932		GTRANS' BUS TIRE LEASE SERVICES (-4,153.88
			DA0039632987	037-09761	GTRANS' BUS TIRE LEASE SERVICES (4,064.69
			DA0039916518	037-09761	GTRANS' BUS TIRE LEASE SERVICES (4,153.88
			DA0040248899	037-09761	GTRANS' BUS TIRE LEASE SERVICES (4,183.59
			DA0040318661	037-09761	GTRANS' BUS TIRE LEASE SERVICES (4,296.57
					Total :	12,544.85
155335	8/13/2019	101366 MIMS, CORNELIUS	082519		ENTERTAINMENT SERVICES - JAZZ FE	1,000.00
					Total :	1,000.00
155336	8/13/2019	104487 MITCHELL, ALISON	MAY-JUN 2019		MILEAGE REIMBURSEMENT	83.39
					Total :	83.39
155337	8/13/2019	103093 MOBILE RELAY ASSOCIATES, INC.	80011921	037-09858	GTRANS BUS RADIO SYSTEM RENTAL	10,868.55
			80012112	037-09858	GTRANS BUS RADIO SYSTEM RENTAL	10,851.17

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155337	8/13/2019	103093	103093 MOBILE RELAY ASSOCIATES, INC.	(Continued)	Total :	21,719.72	
155338	8/13/2019	102534	MONCADA, BARBARA	JULY 2019	VOLUNTEER DRIVER	50.00	
					Total :	50.00	
155339	8/13/2019	105705	MOORINGS, RICHARD E.	082519	ENTERTAINMENT SERVICES - JAZZ FE	800.00	
					Total :	800.00	
155340	8/13/2019	110757	MORALES, ARASELI	263/71256	REFUND - YOUTH GIRLS BASKETBALL	60.00	
					Total :	60.00	
155341	8/13/2019	107505	MOUSER ELECTRONICS, INC.	53196141	GTRANS AUTO SUPPLIES	878.41	
					Total :	878.41	
155342	8/13/2019	113355	MR. HOSE INC.	157904	PW AUTO SUPPLIES	285.43	
					Total :	285.43	
155343	8/13/2019	113295	MUNISERVICES, LLC	INV06-006502	SALES TAX AUDIT SERVICES FOR QTR	2,513.07	
					Total :	2,513.07	
155344	8/13/2019	113605	MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	39295	SEWER MAINT SUPPLIES	218.56	
				39455	PW AUTO PARTS	569.40	
				409421	PROPANE GAS	677.78	
					Total :	1,465.74	
155345	8/13/2019	105622	N/S CORPORATION	0095159	037-09774	GTRANS BUS WASH EQUIPMENT MAIN	385.00
					Total :	385.00	
155346	8/13/2019	109115	NAGAO, WAYNE	072519	CANDLELIGHT DINNER ENTERTAINME	200.00	
					Total :	200.00	
155347	8/13/2019	103410	NELSON, KATHY ANN	061719	MEDICAL REIMBURSEMENT	560.89	
					Total :	560.89	
155348	8/13/2019	110755	NIEVES, SUSANA	183/70578	REFUND - YOUTH GIRLS SOFTBALL	50.00	
					Total :	50.00	
155349	8/13/2019	110685	NRM & ASSOCIATES	001-2019	PROJECT MANAGEMENT SERVICES F	1,125.00	

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155349	8/13/2019	110685 110685 NRM & ASSOCIATES	(Continued)		Total :	1,125.00
155350	8/13/2019	106101 NU PARADIGM VENTURES, LLC, THREE KEYS	082519	034-00409	ENTERTAINMENT SERVICES - JAZZ FE	3,255.00
					Total :	3,255.00
155351	8/13/2019	107792 NUNEZ-STANCZAK, DENISE	070319		SPEICAL LUNCH ENTERTAINMENT - 07	150.00
					Total :	150.00
155352	8/13/2019	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	64780544		RANDOM DOT PHYSICAL - L.GARNER,	484.50
			64843468		RANDOM RAPID ECUP PANEL - T.PHEL	57.50
			64904861		RANDOM BAT, DOT PHYSICAL, NEW HI	3,699.00
			64907790		RANDOM BAT - D.MORELAND	48.00
					Total :	4,289.00
155353	8/13/2019	115168 OFFICE DEPOT	2321499221		PD OFFICE SUPPLIES	2.73
			334603311		PD OFFICE SUPPLIES	61.31
			337272165		PD UNIFORM SUPPLIES	10.50
			337806959		PD OFFICE SUPPLIES	1,016.86
			337948925		CM OFFICE SUPPLIES	58.69
			338077614		CD OFFICE SUPPLIES	64.67
			339174982		BUS OFFICE SUPPLIES	71.93
			339876211		PRINT SHOP OFFICE SUPPLIES	234.72
			340213777		FINANCE OFFICE SUPPLIES	82.30
			343215962		FCC OFFICE SUPPLIES	113.50
			343342389		HR OFFICE SUPPLIES	68.42
			344593535		REC OFFICE SUPPLIES	63.46
			346304624		PD OFFICE SUPPLIES	241.73
			346306928		PD OFFICE SUPPLIES	265.50
			346591239		PD OFFICE SUPPLIES	116.28
			347646538		PD OFFICE SUPPLIES	232.75
			348626784		CT OFFICE SUPPLIES	58.22
					Total :	2,763.57
155354	8/13/2019	107466 ORANGE, RHONDA	JULY 2019		VOLUNTEER DRIVER	10.00
					Total :	10.00
155355	8/13/2019	111358 O'REILLY AUTO PARTS	316839		PW AUTO PARTS	229.71
			318095		PW AUTO PARTS	21.79

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155355	8/13/2019	111358 O'REILLY AUTO PARTS	(Continued)			
			318329		GTRANS AUTO PARTS	156.52
			320044		SEWER PROGRAM SUPPLIES	176.25
			320644		GTRANS AUTO PARTS	251.00
			320684		SEWER PROGRAM SUPPLIES	264.38
			320920		GTRANS AUTO PARTS	266.92
			322056		PW AUTO PARTS	76.20
			322101		PW AUTO PARTS	39.98
			322923		GTRANS AUTO PARTS	313.04
			322942		PW AUTO PARTS	15.05
			323051		GTRANS AUTO PARTS	207.91
			324268		PW AUTO PARTS	65.21
			324860		SEWER PROGRAM SUPPLIES	74.05
					Total :	2,158.01
155356	8/13/2019	115810 ORKIN PEST CONTROL	185753196		PEST CONTROL - ACCT #27336703	230.90
			185753197		PEST CONTROL - ACCT #27336703	230.90
			185753198		PEST CONTROL - ACCT #27336703	230.90
			185753199		PEST CONTROL - ACCT #27336703	230.90
			187020843		PEST CONTROL - ACCT #27336703	230.90
					Total :	1,154.50
155357	8/13/2019	100663 OVERLAND PACIFIC & CUTLER, INC	1906104		PROFESSIONAL SERVICES - RELOCAT	2,352.50
					Total :	2,352.50
155358	8/13/2019	103673 PACIFIC PRODUCTS & SERVICE, LLC	25297		SIGNS/SIGNALS SUPPLIES	82.73
					Total :	82.73
155359	8/13/2019	103402 PARK, BRIAN	GEPCO 2019		GEPCO LOAN	2,000.00
					Total :	2,000.00
155360	8/13/2019	109138 PARTEK SOLUTIONS	23718	035-00933	HANDWRITTEN TICKET BOOKS	2,129.67
					Total :	2,129.67
155361	8/13/2019	110751 PATIN, JACOB ARTHUR	07/01-07/15/19		SPORTS SCOREKEEPER	50.00
			07/16-07/31/19		SPORTS OFFICIAL	375.00
					Total :	425.00

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155362	8/13/2019	100495 PATIN, KEOWN	07/16-07/31/19		SPORTS OFFICIAL	300.00
Total :						300.00
155363	8/13/2019	110730 PATTERSON, TARASHA	053019		REFUND - BLOCK PARTY PERMIT DEPT	100.00
Total :						100.00
155364	8/13/2019	108628 PETROLEUM MARKETING EQUIPMENT	3104400		PW MAINT SUPPLIES	70.56
Total :						70.56
155365	8/13/2019	307103 PETTY CASH FUND	073119		REPLENISH UUT PETTY CASH	358.54
Total :						358.54
155366	8/13/2019	307108 PETTY CASH FUND	07/24/18-06/13/19		REPLENISH PETTY CASH	445.88
Total :						445.88
155367	8/13/2019	102894 PHANTOM FIREWORKS	2019		FIREWORKS CLEAN-UP DEPOSIT REFUND	242.00
Total :						242.00
155368	8/13/2019	101996 PHILLIPS 66 CO/GECRB	070819		FUEL PURCHASES	230.67
Total :						230.67
155369	8/13/2019	108600 PHOENIX GROUP INFORMATION, SYSTEMS	0620191211	035-00907	PARKING AND ADMINISTRATIVE CITATION	1,250.85
			062019211	035-00907	PARKING TICKET CONTRACT SERVICE	7,579.50
Total :						8,830.35
155370	8/13/2019	105574 PINNACLE PETROLEUM, INC.	0195480		ULTRA LOW SULFURE CARB RENEWAL	2,166.43
				024-00578		
			0195836	037-09859	87 OCTANE REGULAR UNLEADED CAR	25,318.65
			0195837	037-09859	87 OCTANE REGULAR UNLEADED CAR	26,747.10
			0196594	037-09859	87 OCTANE REGULAR UNLEADED CAR	25,355.22
			0196595	037-09859	87 OCTANE REGULAR UNLEADED CAR	25,352.32
			0197345	037-09859	87 OCTANE REGULAR UNLEADED CAR	23,745.22
			0197347	037-09859	87 OCTANE REGULAR UNLEADED CAR	23,718.09
Total :						152,403.03
155371	8/13/2019	116225 PLUMBERS DEPOT, INC.	PD-42058		SEWER PROGRAM SUPPLIES	85.38
Total :						85.38

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155372	8/13/2019	108938 PREFERRED AERIAL & CRANE, TECHNOLOG	17094		ANNUAL INSPECTION & DIEELECTRIC	650.00
			17101		ANNUAL INSPECTION & DIELECTRIC T	790.00
					Total :	1,440.00
155373	8/13/2019	106246 PRESCOTT, PATRICIA N.	082519		ENTERTAINMENT SERVICES - JAZZ FE	1,000.00
					Total :	1,000.00
155374	8/13/2019	116663 PROGRESSIVE SOLUTIONS, INC.	3517	032-00046	SOFTWARE - PET TRACK LICENSE	7,600.00
					Total :	7,600.00
155375	8/13/2019	102677 PROVIDENCE HEALTH & SERVICES	1010125 06/05/19		SART EXAM	2,190.00
			1010125 07/05/19		SART EXAM	1,660.00
					Total :	3,850.00
155376	8/13/2019	106092 PRUDENTIAL OVERALL SUPPLY	41028518		CUSTODIAL SUPPLIES	761.24
			42421779		UNIFORM & SUPPLY RENTAL	210.00
			42423894		UNIFORM & SUPPLY RENTAL	395.85
			42423898		SUPPLY RENTAL - MATS - REC	12.42
			42426002		UNIFORM & SUPPLY RENTAL	210.00
			42426003		UNIFORM & SUPPLY RENTAL	111.64
			42426004		UNIFORM & SUPPLY RENTAL	96.55
			42426005		SUPPLY RENTAL - MATS - GMBL	8.10
			42428134		UNIFORM & SUPPLY RENTAL	211.25
			42428135		UNIFORM & SUPPLY RENTAL	111.64
			42428136		UNIFORM & SUPPLY RENTAL	96.55
			42428137		SUPPLY RENTAL - MATS - PD	52.67
			42428138		SUPPLY RENTAL - MATS - REC	12.42
			42428139		SUPPLY RENTAL - MATS - CH	16.05
			42428140		SUPPLY RENTAL - MATS - HS	8.28
			42430236		UNIFORM & SUPPLY RENTAL	559.65
			42430237		UNIFORM & SUPPLY RENTAL	110.87
			42430238		UNIFORM & SUPPLY RENTAL	96.55
			42430239		SUPPLY RENTAL - MATS - GMBL	8.10
					Total :	3,089.83
155377	8/13/2019	109532 PSI REPAIR SERVICE, INC	908632	037-09852	REBUILD MONO INVERTERS	5,850.00
					Total :	5,850.00

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155378	8/13/2019	116820 PSOMAS	153781	024-00523	NORMANDIE AVE STREET IMPROVEME	88.50
Total :						88.50
155379	8/13/2019	109466 PYNN, DANA	06/11-06/21		CTA FEDERAL ADVOCACY CONFEREN	1,868.70
Total :						1,868.70
155380	8/13/2019	104901 Q-20 ENTERTAINMENT	082519		DJ SERVICES - JAZZ FESTIVAL	800.00
Total :						800.00
155381	8/13/2019	103907 QUINN COMPANY	PC810858404		PW AUTO PARTS	472.19
Total :						472.19
155382	8/13/2019	103993 QUINTERO, OSCAR	07/08-07/12		MEAL & RANGE FEE REIMBURSEMENT	190.00
Total :						190.00
155383	8/13/2019	110542 RAMIREZ, ISAAC	07/16-07/31/19		SPORTS SCOREKEEPER	130.00
Total :						130.00
155384	8/13/2019	110754 RAMIREZ-VASQUEZ, MARIA	14/70122		REFUND - YOUTH GIRLS SOFTBALL	50.00
Total :						50.00
155385	8/13/2019	110195 RCS SAFETY, LLC	PERMIT #15936 PERMIT #16007 PERMIT #16045 PERMIT #16099		PERMIT DEPOSIT REFUND - 15209 VAN PERMIT DEPOSIT REFUND - 15628 GR/ PERMIT DEPOSIT REFUND - 14607 RO/ PERMIT DEPOSIT REFUND - 13323 GR/	1,000.00 1,000.00 1,000.00 1,000.00
Total :						4,000.00
155386	8/13/2019	101511 READYREFRESH	19G0010113405		DRINKING WATER SERVICE	242.82
Total :						242.82
155387	8/13/2019	118142 REFRIGERATION SUPPLIES, DISTRIBUTOR	48391649		BLDG MAINT SUPPLIES	77.57
Total :						77.57
155388	8/13/2019	100836 RESOURCE BUILDING MATERIALS	2612944		STREET MAINT SUPPLIES	294.56
Total :						294.56
155389	8/13/2019	118153 RGIS	01-967947		YEAR END INVENTORY SERVICES	1,558.84

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155389	8/13/2019	118153 118153 RGIS	(Continued)		Total :	1,558.84
155390	8/13/2019	118476 RICOH USA, INC.	9027422975		RICOH MPC3503 COPIER LEASE- CD~	234.99
			9027422976		RICOH PRO8100S COPIER LEASE -PD	457.21
			9027422980		RICOH MPC6502SP COPIER LEASE - P	809.41
			9027422981		RICOH MPC3503 COPIER LEASE - CM~	245.06
			9027422982		RICOH MPC3503 COPIER LEASE - CLEI	174.77
			9027468027		RICOH DD6650P COPIER LEASE - PRIN	552.46
			9027474925		RICOH MPC3503 COPIER LEASE - BUS	181.19
			9027474926		RICOH MPC3503 COPIER LEASE - ADM	151.91
			9027475623		RICOH MPC3503 COPIER LEASE - HS	126.62
			9027475624		RICOH MPC3503 COPIER LEASE - CHIE	139.50
			9027475726		RICOH MPC6003 COPIER LEASE - PD ~	207.68
			9027475727		RICOH MPC3503 COPIER LEASE - PW~	164.02
			9027475758		RICOH MPC6502SP COPIER LEASE - P	304.27
			9027475761		RICOH MPC3503 COPIER LEASE - REC	186.49
			9027475888		RICOH MPC3503 COPIER LEASE - SR. I	148.77
			9027494859		RICOH PRO8100S COPIER LEASE - PD	457.21
			9027494860		RICOH MPC6502SP COPIER LEASE - P	809.41
			9027494864		RICOH MPC3503 COPIER LEASE - CD~	234.99
			9027494865		RICOH MPC3503 COPIER LEASE - CLEI	174.77
			9027494866		RICOH MPC3503 COPIER LEASE- CM~	245.06
			9027502931		RICOH MPC3503 COPIER LEASE - CHIE	139.50
			9027503009		RICOH MPC3503 COPIER LEASE - REC	186.49
			9027503011		RICOH MPC6003 COPIER LEASE - PD ~	207.68
			9027503561		RICOH MPC3503 COPIER LEASE - PW ~	164.02
					Total :	6,703.48
155391	8/13/2019	100387 RIVERA, ALEXANDER J.	08/13-08/19		FORCE ENCOUNTER ANALYSIS TRAIN	150.00
					Total :	150.00
155392	8/13/2019	107343 ROACH, GERALD	JULY 2019		VOLUNTEER DRIVER	20.00
					Total :	20.00
155393	8/13/2019	119301 ROBERT SKEELS & CO.	51492		BLDG MANT SUPPLIES	442.35
			51495		BLDG MAINT SUPPLIES	19.62
			52096		BLDG MAINT SUPPLIES	81.38

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155393	8/13/2019	119301 119301 ROBERT SKEELS & CO.	(Continued)		Total :	543.35
155394	8/13/2019	119022 SAFEMART OF SOUTHERN, CALIFORNIA	91488		BLDG MAINT SUPPLIES	10.95
			91501		REC PROGRAM SUPPLIES	6.57
			91506		PARK MAINT SUPPLIES	18.66
			91516		REC PROGRAM SUPPLIES	5.37
					Total :	41.55
155395	8/13/2019	119015 SAFETY-KLEEN CORPORATION	80330032		SERVICE AQUEOUS PARTS WASHER	774.21
					Total :	774.21
155396	8/13/2019	119016 SAM'S CLUB	0316 07/27/19		CONCERT ON THE LAWN SUPPLIES	116.07
			0785		BUS PROGRAM SUPPLIES	69.65
			0921		BUS PROGRAM SUPPLIES	77.11
			3887 07/23/19		PARKS & REC DAY PROGRAM SUPPLIE	327.44
			5286		REC PROGRAM SUPPLIES	175.18
			8756		REC PROGRAM SUPPLIES	128.67
					Total :	894.12
155397	8/13/2019	105097 SANADA, CRAIG	JULY 2019		VOLUNTEER DRIVER	15.00
					Total :	15.00
155398	8/13/2019	107465 SATO, KATHY	JULY 2019		VOLUNTEER DRIVER	20.00
					Total :	20.00
155399	8/13/2019	107303 SCOTT ROBINSON CHRYSLER DODGE, JEEP	146789		GTRANS AUTO PARTS	167.04
					Total :	167.04
155400	8/13/2019	105220 SEA-CLEAR POOLS, INC.	19-0946	024-00573	PRIMM POOL - EMERGENCY REPAIR/R	4,337.92
					Total :	4,337.92
155401	8/13/2019	108654 SECTRAN SECURITY INC.	19061813		CURRENCY VERIFICATION - JUNE 2019	865.81
			19070624		ARMORED TRANSPORTATION SERVICE	734.50
			19070625		ARMORED TRANSPORTATION SERVICE	181.29
					Total :	1,781.60
155402	8/13/2019	104204 SECURE CONTENT SOLUTIONS INC	502008-19	023-01222	SOPHOS ANTI VIRUS RENEWAL SUITE	7,877.86
			502009a-19	023-01230	SOPHOS INTERCEPT X - ANTI RANSOM	21,449.74

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155402	8/13/2019	104204 104204 SECURE CONTENT SOLUTIONS INC	(Continued)		Total :	29,327.60
155403	8/13/2019	104451 SELECT ADVANTAGE	10345701		TRANSIT SUPERVISOR ASSESSMENT :	480.00
					Total :	480.00
155404	8/13/2019	110676 SF MOBILE-VISION, INC	0346139		PD PROGRAM SUPPLIES	155.66
			0346629		PD PROGRAM SUPPLIES	155.66
					Total :	311.32
155405	8/13/2019	107006 SHAMROCK COMPANIES	2311602		BUILDING MAINT SUPPLIES	15.45
					Total :	15.45
155406	8/13/2019	110731 SHAW HR CONSULTING, INC	14075		PROFESSIONAL SERVICES - PERSONNEL	1,592.50
					Total :	1,592.50
155407	8/13/2019	110752 SHERMAN, TIAH	07/01-07/15/19		SPORTS SCOREKEEPER	50.00
					Total :	50.00
155408	8/13/2019	109918 SHIGE'S FOREIGN CAR SERVICE	76626		2009 FORD CROWN VIC #1310625 - AIF	104.40
			76629		2012 FORD E-350 #1391819 - OIL & FILT	26.74
			76634		2007 FORD E-350 #1267073 - BATTERY	36.21
			76651		2018 FORD INTRCPTR #1442248 SERVI	597.61
			76697		2009 FORD CROWN VIC #1310625 - BR	837.28
			76742		2016 FORD INTRCPTR #1484145 SER	304.86
			76766		2014 FORD INTRCPTR #1442350 OIL &	58.01
			76779		2015 FORD INTRCPTR #1462932 MAIN	84.14
			76785		2018 FORD INTRCPTR #1555072 TIRE	42.99
			76786		2017 FORD F-150 #48272C2 OIL & FILT	26.74
			76808		2016 FORD INTRCPTR #1484145 SERVI	211.39
			76818		2014 FORD INTRCPTR #1421253 BRAK	271.46
			76819		2017 FORD INTRCPTR #1368929 BRAK	877.23
			76821		2016 FORD INTRCTPR #1488054 BRAK	775.97
			76823		2016 FORD INTRCPTR #P07 FUEL INDL	119.61
					Total :	4,374.64
155409	8/13/2019	107645 SHIRK, PAUL	JULY 2019		VOLUNTEER DRIVER	20.00
					Total :	20.00

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155410	8/13/2019	119248 SIDEBOTHAM, RICHARD	08974	037-09853	GTRAN'S VERTICAL COIN CONVEYOR	3,037.80
			08978	037-09853	GTRAN'S VERTICAL COIN CONVEYOR	207.96
					Total :	3,245.76
155411	8/13/2019	119378 SMARDAN SUPPLY CO.	S3402147		BLDG MAINT SUPPLIES	163.56
					Total :	163.56
155412	8/13/2019	119361 SMART & FINAL IRIS CO.	025574		REC PROGRAM SUPPLIES	139.27
			030422		CONCERT ON THE LAWN SUPPLIES	83.64
			040506		REC PROGRAM SUPPLIES	192.69
			058356		SR BUREAU PROGRAM SUPPLIES	45.05
			062000		SR BUREAU PROGRAM SUPPLIES	50.40
			065649		PARKS & REC DAY PROGRAM SUPPLIE	196.18
					Total :	707.23
155413	8/13/2019	107581 SMOKIN' JONNY'S BBQ	071819		GTRANS EMPLOYEE RECOGNITION SL	1,567.50
					Total :	1,567.50
155414	8/13/2019	110729 SORAKUBO, ARLENE	071219		REFUND - RUBBISH SERVICE OVERPA	253.14
					Total :	253.14
155415	8/13/2019	119447 SOUTH BAY FORD	FOW609357		PD AUTO PARTS	286.94
			FXCS926110		2016 FORD EXPLR INSPECTION SERVI	686.12
					Total :	973.06
155416	8/13/2019	619003 SOUTHERN CALIFORNIA EDISON	080119		LIGHT & POWER	41,048.58
					Total :	41,048.58
155417	8/13/2019	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	100333		P66 SHIELD CHOICE 5W20 OIL	1,677.93
			101514		OLYMPUS OMEGA RED AF 50/50	985.28
					Total :	2,663.21
155418	8/13/2019	108238 SPARKLETTS	14211220 071719		DRINKING WATER FILTRATION SYSTEM	36.99
			15638236 071919		DRINKING WATER FILTRATION SYSTEM	37.00
					Total :	73.99
155419	8/13/2019	109067 SPEAKWRITE	5c02d81d		TRANSCRIPTION SERVICES - JUNE 20	132.79

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155419	8/13/2019	109067 109067 SPEAKWRITE	(Continued)		Total :	132.79
155420	8/13/2019	110748 SPECIALTY AC HEAT	80019-0072		PERMIT CANCELLATION REFUND - 180	26.00
					Total :	26.00
155421	8/13/2019	106082 SPORTWORKS NORTHWEST, INC.	129867		GTRANS AUTO PARTS	55.31
					Total :	55.31
155422	8/13/2019	119010 STAPLES ADVANTAGE	3414328078		REC OFFICE SUPPLIES	-44.87
			3415025173		REC OFFICE SUPPLIES	-33.93
			3416459915		PW OFFICE SUPPLIES	102.19
			3416606375		PW OFFICE SUPPLIES	69.77
			3417579816		PW OFFICE SUPPLIES	141.24
			3417579817		PW OFFICE SUPPLIES	142.33
			3417656818		PW OFFICE SUPPLIES	142.33
			3418377852		PW OFFICE SUPPLIES	13.13
			3418377853		REC OFFICE SUPPLIES	72.35
					Total :	604.54
155423	8/13/2019	103763 SUPERION, LLC	238607	032-00044	ANNUAL MAINTENANCE FOR TRAKIT	14,705.00
					Total :	14,705.00
155424	8/13/2019	110688 TAH PUBLISHING AND PRODUCTION, LLC	82519 JAZZ FUNK SOUL	034-00410	ENTERTAINMENT SEVICES, JAZZ FES1	7,500.00
					Total :	7,500.00
155425	8/13/2019	106220 TAPSCOTT, SEIDRIC	07/16-07/31/19		SPORTS OFFICIAL	25.00
					Total :	25.00
155426	8/13/2019	120767 TEC & ASSOCIATES	2260		GTRANS APPRECIATION DAY SUPPLIE	858.45
					Total :	858.45
155427	8/13/2019	106870 TENDER LOVING CARE CATERING, INC.	07/16-07/31/19	034-00411	SENIOR FEEDING PROGRAM	10,824.82
					Total :	10,824.82
155428	8/13/2019	108809 TEXAS REFINERY CORP.	179411		PRO-SPEC LP & NAT GAS 15W/40	1,587.82
					Total :	1,587.82
155429	8/13/2019	120215 THOMPSON TROPHY MFG., INC.	59141		BUS PROGRAM SUPPLIES	316.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155429	8/13/2019	120215 120215 THOMPSON TROPHY MFG., INC.	(Continued)		Total :	316.02
155430	8/13/2019	120722 THYSSENKRUPP ELEVATOR, CORPORATION	3004631493		ELEVATOR MAINTENANCE BILLING - 1:	912.17
					Total :	912.17
155431	8/13/2019	110238 TIREHUB, LLC	8952984		TIRES - GY ASSURANCE ALL SEASON I	526.32
					Total :	526.32
155432	8/13/2019	109411 TITAN LEGAL SERVICES, INC.	SU305179-01-01		PROFESSIONAL SERVICES - J.HALLIBI	81.50
			SU3117861-01-01		PROFESSIONAL SERVICES - D.YUN V.	81.50
			SU3117861-02-01		PROFESSIONAL SERVICES - D.YUN V.	81.50
			SU3117861-03-01		PROFESSIONAL SERVICES - D.YUN V.	81.50
			SU3117861-04-01		PROFESSIONAL SERVICES - D.YUN V.	81.50
			SU3117861-05-03		PROFESSIONAL SERVICES - D.YUN V.	81.50
			SU316736-03-01		PROFESSIONAL SERVICES - L.VALDEZ	85.75
					Total :	574.75
155433	8/13/2019	102893 TNT FIREWORKS	2019		FIREWORKS CLEAN-UP DEPOSIT REFI	968.00
					Total :	968.00
155434	8/13/2019	109775 TOMS TRUCK CENTER NORTH COUNTY	1149475		GTRANS AUTO PARTS	1,890.82
			1149888		GTRANS AUTO PARTS	1,187.69
					Total :	3,078.51
155435	8/13/2019	104481 TRANSFER FLOW, INC.	268979		FUEL STARTER FITTING	61.05
					Total :	61.05
155436	8/13/2019	120854 TURF STAR INC.	7076720		PW AUTO PARTS	60.92
			7076720-01		PW AUTO PARTS	17.04
					Total :	77.96
155437	8/13/2019	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	AYERS 07/22/19		CAL CARD STATEMENT 06/25-07/22/19	932.59
			BARRAGAN 07/22/19		CAL CARD STATEMENT 06/25-07/22/19	1,625.99
			BEEMAN 07/22/19		CAL CARD STATEMENT 06/25-07/22/19	978.00
			CRESPO 07/22/19		CAL CARD STATEMENT 06/25-07/22/19	4.00
			FCC 07/22/19 FY18/19		CAL CARD STATEMENT 06/25-07/22/19	2,244.55
			FCC 07/22/19 FY19/20		CAL CARD STATEMENT 06/25-07/22/19	1,219.98
			FINANCE 07/22/19		CAL CARD STATEMENT 06/25-07/22/19	2,838.80

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155437	8/13/2019	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	(Continued)			
			JONES 07/22/19		CAL CARD STATEMENT 06/25-07/22/19	2,145.84
			MEDRANO 07/22/19		CAL CARD STATEMENT 06/25-07/22/19	1,528.44
			NOLAN 07/22/19 18/19		CAL CARD STATEMENT 06/25-07/22/19	1,366.56
			PALMA 07/22/19		CAL CARD STATEMENT 06/25-07/22/19	135.00
			PD TRAINING 07/22/19		CAL CARD STATEMENT 06/25-07/22/19	287.88
			PD TRAINING1 7/22/19		CAL CARD STATEMENT 06/25-07/22/19	901.53
			PD TRAINING2 7/22/19		CAL CARD STATEMENT 06/25-07/22/19	1,317.46
			PD TRAINING3 7/22/19		CAL CARD STATEMENT 06/25-07/22/19	2,956.46
			RECREATION 07/22/19		CAL CARD STATEMENT 06/25-07/22/19	1,028.97
			RECREATION 7/22/19		CAL CARD STATEMENT 06/25-07/22/19	1,028.97
			RENTERIA 07/22/19		CAL CARD STATEMENT 06/25-07/22/19	403.91
			ROMERO 07/22/19		CAL CARD STATEMENT 06/25-07/22/19	183.61
			SAFFELL 07/22/19		CAL CARD STATEMENT 06/25-07/22/19	231.04
			VERCELES 07/22/19		CAL CARD STATEMENT 06/25-07/22/19	187.93
			WARD 07/22/19		CAL CARD STATEMENT 06/25-07/22/19	3,238.65
					Total :	26,786.16
155438	8/13/2019	109220 U.S. BANK EQUIPMENT FINANCE	389578725		RICOH MPC4503 COPIER LEASE - CD -	162.51
					Total :	162.51
155439	8/13/2019	104692 ULINE	110125209		PD PROGRAM SUPPLIES	206.46
			110560954		PD PROGRAM SUPPLIES	106.07
					Total :	312.53
155440	8/13/2019	121275 UNDERGROUND SERVICE ALERT, OF SC	18dsbfee3252		NEW TICKETS	73.69
			620190281		NEW TICKETS	171.70
					Total :	245.39
155441	8/13/2019	121407 UPS	649922289 07/13/19		SHIPPING SERVICE CHARGES	145.00
			914073299		SHIPPING SERVICE CHARGES	21.09
					Total :	166.09
155442	8/13/2019	110743 VALERA, ROBERTO CARLOS	CIT #166139795		REFUND - CITATION OVERPAYMENT	47.00
					Total :	47.00
155443	8/13/2019	110173 VAN PETTEN, STANLEY	07/16-07/31/19		SPORTS OFFICIAL	150.00

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155443	8/13/2019	110173 110173 VAN PETTEN, STANLEY	(Continued)		Total :	150.00
155444	8/13/2019	106487 VEHICLE TECHNICAL CONSULTANTS, INC.	1825-705	037-09800	AUDIT SERVICES - PRE-AWARD BUY A	1,500.00
					Total :	1,500.00
155445	8/13/2019	122050 VERIZON WIRELESS	9833833562 9834317785		PW CELL PHONE SERVICE BUS CELL PHONE SERVICE~	548.65 722.52
					Total :	1,271.17
155446	8/13/2019	110633 VERREX LLC	IN73913	024-00565	ROWLEY PARK RENOVATION AUDITOR	45,822.00
					Total :	45,822.00
155447	8/13/2019	103841 VILLAGE AUTO SPA	07/01-07/31/19		CAR WASH	676.83
					Total :	676.83
155448	8/13/2019	109685 WALKER, DIETRA	JULY 2019		MATH/READING INSTRUCTOR	736.00
					Total :	736.00
155449	8/13/2019	123178 WALLIN, KRESS, REISMAN &, KRANITZ, LLP	JULY 2019	023-01228	CITY ATTORNEY SERVICES	18,903.00
					Total :	18,903.00
155450	8/13/2019	110756 WALSH, BRENT J.	183/69969		REFUND - JOHNSON DAY CAMP	25.00
					Total :	25.00
155451	8/13/2019	108353 WALTERS WHOLESALE ELECTRIC CO	S113421424 S113462323		SIGNS/SIGNALS SUPPLIES SIGNS/SIGNALS SUPPLIES	565.37 470.92
					Total :	1,036.29
155452	8/13/2019	101903 WATER TECHNIQUES	75533		DRINKING WATER SYSTEM RENTAL	45.00
					Total :	45.00
155453	8/13/2019	104107 WAXIE SANITARY SUPPLY	78435522		BUS WASH SUPPLIES	180.08
					Total :	180.08
155454	8/13/2019	100107 WAYNE ELECTRIC CO.	191466		GTRANS AUTO PARTS	443.48
					Total :	443.48
155455	8/13/2019	107058 WAYNE PERRY INC.	PERMIT #16019		PERMIT DEPOSIT REFUND - 1408 W.	5,000.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155455	8/13/2019	107058 107058 WAYNE PERRY INC.	(Continued)		Total :	5,000.00
155456	8/13/2019	103687 WENKE, EDWARD	07/08-07/12		MEAL & RANGE FEE REIMBURSEMENT	190.00
					Total :	190.00
155457	8/13/2019	123350 WEST COAST SAND & GRAVEL, INC.	154030		STREET MAINT SUPPLIES	712.80
					Total :	712.80
155458	8/13/2019	108714 WOODS, SHALONDA	07/16-07/31/19		SPORTS OFFICIAL	75.00
					Total :	75.00
155459	8/13/2019	109114 WOODS, VERANAE	07/16-07/31/19		SPORTS OFFICIAL	150.00
					Total :	150.00
155460	8/13/2019	103956 WORTHINGTON FORD	6038213		2016 FORD ULTL #1488058 - DIAGNOSE	271.84
					Total :	271.84
155461	8/13/2019	105568 WORTHY, PATRICIA	JULY 2019		VOLUNTEER DRIVER	35.00
					Total :	35.00
155462	8/13/2019	125001 YAMADA COMPANY, INC.	77981		TREE MAINT SUPPLIES	30.62
			77990		STREET MAINT SUPPLIES	245.50
			78012		PARK MAINT SUPPLIES	147.50
			78019		STREET MAINT SUPPLIES	97.46
					Total :	521.08
155463	8/13/2019	105266 YEE, RYAN	07/08-07/12		MEAL & RANGE FEE REIMBURSEMENT	190.00
					Total :	190.00
155464	8/13/2019	126122 ZEP SALES & SERVICE	9004399696		BUS SHOP SUPPLIES	544.09
			9004411997		STREET MAINT SUPPLIES	436.02
					Total :	980.11
334	Vouchers for bank code : usb				Bank total :	8,283,489.74
334	Vouchers in this report				Total vouchers :	8,283,489.74

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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 ____ to ____ 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 ____ to ____ 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 Date

Councilmember Date

Councilmember Date

Acknowledged:

Councilmember Date

Councilmember Date

Bank code : usb

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

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 35 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 35 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

8/13/19
Date

Councilmember

Date

Councilmember

Date

Acknowledged:

Councilmember

Date

Councilmember

Date



CITY of GARDENA

5. D. (1)
CITY MANAGER
Report No. P-2019-14
Date: August 13, 2019

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

1. Request City Council approval to revise the City's Classification and Compensation Plan to add the new position of Deputy Police Chief to Schedule 232 (\$18,953/month). This position will be located within the Police Department. The classification will be an unrepresented police management position. Job Description is attached.
2. Report the Separation of the following individuals:
 - a. FCC Education Coordinator, **STEPHANIE GONZALEZ**, of the Recreation and Human Services Department effective July 19, 2019.
 - b. General Building Inspector, **DANIEL SANCHEZ**, of the Community Development Department effective July 24, 2019.
3. Report the Probationary Appointment of the following individuals:
 - a. **JOHANNA BASURTO** to the position of Police Service Officer, Schedule 42 (\$4,231 - \$5,400/month) with the Police Department effective July 29, 2019.
 - b. **IZABEL ESPINOZA** to the position of Police Service Officer, Schedule 42 (\$4,231 - \$5,400/month) with the Police Department effective July 29, 2019.
 - c. **ROCIO MARTIN-LEAL** to the position of Police Service Officer, Schedule 42 (\$4,231 - \$5,400/month) with the Police Department effective July 29, 2019.
4. Report the Promotion of the following individuals:
 - a. **PATRICK GOODPASTER** to the position of Police Sergeant, Schedule 203 (\$8,374 - \$10,689/month), with the Police Department effective July 22, 2019.
 - b. **ATANACIO JIMENEZ** to the position of Police Sergeant, Schedule 203 (\$8,374 - \$10,689/month), with the Police Department effective July 23, 2019.
 - c. **ERICKA YAMASHIRO-MARQUEZ** to the position of Community Aide II, Schedule 23 (\$2,647 - \$3,378/month), with the Recreation and Human Services Department effective August 1, 2019.
5. Report that Administrative Analyst I, **ALEJANDRA OROZCO**, of the Elected and City Manager's Office is on leave under the *Family Medical Leave Act / California Family Rights Act (FMLA/CFRA)* effective August 1, 2019 through January 2, 2020 on a continuous leave basis.
6. Report that Maintenance Painter, **JAMES GARCIA**, is on a medical leave of absence effective July 17, 2019 through September 2, 2019 on a continuous leave basis.

7. Report the active recruitment for the Open/Competitive position of Transit Planning & Scheduling Analyst (Transportation Department). This recruitment is scheduled to close on August 19, 2019.

Respectfully submitted,



EDWARD MEDRANO
City Manager/Human Resources Officer

cc: City Attorney
City Clerk
Human Resources
Payroll

DRAFT

DEPUTY POLICE CHIEF

DEFINITION

Under administrative direction, serves as a second-in- command and assists the Chief of Police in directing and managing the staff, operations and activities of the Police Department; manages the effective use of Department resources to improve organizational productivity and services to the community; coordinates the Department's activities with internal City departments and external agencies, including a diverse range of law enforcement agencies; provides complex and highly responsible technical and administrative support to the Chief of Police; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Police Chief. Exercises direct supervision over sworn and non-sworn management and supervisory staff.

CLASS CHARACTERISTICS

This is an assistant department head management classification responsible for planning, organizing, and managing the staff, operations and activities of the Police Department. Areas of responsibility include all aspects of Operations and Support Services within the Police Department. Incumbents are responsible for performing diverse, specialized and complex work involving significant accountability and decision-making responsibilities, which include department budget administration, and service/program evaluation. Incumbents serve as a resource for organizational and managerial studies of Department services, standards and operations. Performance of the work requires an extensive professional background as well as skill in coordinating complex law enforcement duties with City departments and external law enforcement agencies. This class is distinguished from the Chief of Police in that the latter has overall management responsibility for all Police Department programs, functions, and activities, and for developing, implementing, and interpreting public policy.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Directs, manages, and oversees the daily functions, operations, and activities of the City's Police Department; functional areas of responsibility include all aspects of Operations and Support Services within the Police Department; serves as the second-in-command by assuming the day-to-day operational management of the Department.
- Assists the Chief of Police in the development and implementation of Departmental goals, objectives, policies, and priorities; recommends within Department policy, appropriate service and staffing levels; recommends and administers policies and procedures.

- Oversees the development, administration, and oversight of the Department budget on a continuous basis; determines funding needed for staffing, equipment, materials and supplies; ensures compliance with budgeted funding.
- Develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of the Departments programs, service delivery methods, and procedures; assesses and monitors workload, administrative, and support systems, and internal reporting relationships; identifies opportunities and makes recommendations to the Chief of Police for improvement.
- Directs and oversees the selection, training motivation and evaluation of assigned personnel; works with employees to correct deficiencies; recommends and implements discipline and termination procedures.
- Develops and manages requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with City specifications and service quality.
- Prepares and presents staff and agenda reports and other necessary correspondence related to assigned activities and services; presents reports to various commissions, committees, and boards.
- Receives, investigates, and responds to high profile/high impact problems and complaints; directs and oversees investigations into allegations; prepares findings and takes necessary corrective action.
- Serves as a liaison for assigned functions with other City departments, outside agencies and a diverse range of law enforcement agencies; provides staff support to commissions, committees and task forces as necessary.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in law enforcement; researches emerging products, equipment and service enhancements and their impact on other communities/applicability to City needs.
- Monitors changes in regulations and technology that may affect operations; implements policy and procedural changes after approval.
- Directs the establishment and maintenance of working and official Department files.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Operations and services of a police department providing comprehensive services to the community.
- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and project management.
- Principles and practices of budget development and administration.
- Principles and practices of staff management through subordinate managers and supervisors including standards for training and development and performance management.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.

- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas of responsibility.
- Principles and practices of criminal justice.
- Court system procedures and processes.
- Authorities vested within the police department and its staff.
- Risk management principles as they relate to law enforcement operations.
- Best practices in the deployment of staff and resources within limited funding.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Principles and practices of contract administration and management.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Recent and on-going developments, current literature, and sources of information related to the operations of the Police Department.
- Methods and techniques of preparing technical and administrative reports, and general business correspondence.
- City and mandated safety rules, regulations and protocols.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Assist the Chief of Police in managing the staff and operations of a comprehensive law enforcement department.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Provide administrative, management, and professional leadership for the Department.
- Conduct comprehensive investigations for high profile/high impact cases.
- Manage staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Coordinate law enforcement operations and mutual aid with other law enforcement agencies.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Analyze, interpret, summarize, and present technical information and data in an effective manner.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Effectively represent the Department and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Direct the establishment and maintenance of a variety of filing, record-keeping, and tracking systems.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.

- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be

Equivalent to a bachelor's degree from an accredited four-year college or university with major coursework in criminal justice, police science or a related field, and five (5) years of police program management experience with at least one (1) year of experience as a Police Captain or higher.

Licenses and Certifications:

- Possession of a valid California Driver's license to be maintained throughout employment.
- Advanced POST Certificate
- Supervisory POST Certificate
- Management POST Certificate

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



City of Gardena

City Council Meeting

Agenda Item No. 5.D.(2)

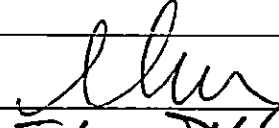

Department: Elected & Administrative Offices

Meeting Date: August 13, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: APPROVAL OF THE AMENDED 2019-2024 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF GARDENA AND THE GARDENA POLICE OFFICERS ASSOCIATION (GPOA)

<u>COUNCIL ACTION REQUIRED:</u> Approve the amended MOU and authorize the City Manager to execute the amended MOU with the original term of August 1, 2019 through July 31, 2024.	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u> Staff respectfully recommends that the City Council approve the amended terms of a collective bargaining agreement between the City of Gardena and the GPOA and authorize the City Manager to execute the amended MOU with the original term of August 1, 2019 through July 31, 2024. The 2019-2024 GPOA MOU was previously approved by City Council on June 25, 2019. Thereafter, the City and the GPOA met and conferred and reached an agreement on these additional terms: <ul style="list-style-type: none">▪ Article II, Section 1(A)(5)(b): The GPOA exclusively waives the payment of any annual stipend due to the bargaining unit in January 2020 upon the provision to conduct a mid-year salary survey as of January 15, 2020.▪ Article IV, Section 8(A)(2a) and Section 9(A)(8a): Establishes the terms of using down any excess holiday leave and vacation accruals that were earned above the accrual caps as approved by City Council on June 25, 2019. Any remaining excess holiday leave and vacation accruals remaining after June 30, 2020 will be forfeited. All other terms and conditions of employment in the MOU as presented to the City Council on June 25, 2019 remain unchanged.	
<u>FINANCIAL IMPACT/COST:</u> General Fund increase of approximately \$500,000 for fiscal year 2019-20.	
<u>ATTACHMENTS:</u> 1. Amended GPOA MOU 2019-2024 (final version)	
Submitted by <u></u> , Nora Verceles, Human Resources Manager Date <u>8/6/19</u> Concurred by <u></u> , Edward Medrano, City Manager Date <u>8/6/19</u>	

GARDENA

POLICE

OFFICERS

ASSOCIATION

MEMORANDUM OF UNDERSTANDING

August 1, 2019 - July 31, 2024

(Amended August 13, 2019)

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE GARDENA POLICE OFFICERS ASSOCIATION, INC. (GPOA),
A RECOGNIZED EMPLOYEE ORGANIZATION,
AND THE CITY OF GARDENA,
INCLUDING ALL REVISIONS AND AMENDMENTS,
FOR THE PERIOD OF AUGUST 1, 2019 - JULY 31, 2024**

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE GARDENA POLICE OFFICERS ASSOCIATION, INC. ("GPOA"),
A RECOGNIZED EMPLOYEE ORGANIZATION,
AND THE CITY OF GARDENA,
FOR THE PERIOD OF AUGUST 1, 2019 TO JULY 31, 2024**

PREAMBLE

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO AND WITH REFERENCE TO THE FOLLOWING FACTS:

01. The GARDENA POLICE OFFICERS ASSOCIATION, INC., (herein-after referred to as the "Association" or the "GPOA") is the recognized employee organization for all persons employed by the CITY OF GARDENA (hereinafter referred to as the "City") in the classification of Police Trainee, Police Officer (including Specialists), and Police Sergeant (hereinafter referred to as "affected employees");
02. In the interest of maintaining harmonious relationships between City and the affected employees, authorized representatives of the City, the Association and their respective counsels have met and have conferred in good faith, exchanging various proposals concerning wages, hours, and other terms and conditions of employment of affected employees; and
03. The authorized representatives of the City and the Association have reached an agreement as to wages, hours and other terms and conditions of employment of affected employees and have agreed that the parties hereto will urge the affected employees and the City Council of the City to ratify this Agreement and urge said City Council to implement the terms and conditions of this Agreement by appropriate ordinance, resolution or other lawful action.

ARTICLE I. CLASSIFICATION PLAN

SECTION 1. CLASSIFICATION PLAN CHANGES: If the City desires to change any classification represented by the Association, the City will give the Association at least sixty (60) days advance notice and an opportunity to meet and confer.

SECTION 2. PROMOTIONS

- A. Promotions to the positions of Sergeant or Lieutenant shall be made from one of the top four (4) candidates on the current eligibility list for that position.
- B. 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.
- C. 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.

SECTION 3. LATERAL ENTRY PROMOTION: All lateral entry officers entering service in the City shall be eligible for promotion after the completion of their probationary period if they meet the total experience, performance and educational requirements for the promotional position.

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, unless otherwise noted in this agreement in the following neighboring local Police Departments: Redondo Beach, Manhattan Beach, Torrance, Hawthorne, and El Segundo.
- 2) Salary surveys shall be conducted on the following comparable: salary, years of service and longevity in combination with the salary, Specialist Assignment Bonus Pay, Education Incentive Program Bonus (EIB) 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):
 - (a) When determining the amount of employee paid PERS contribution for each department, only Classic PERS employee (3% @ 50) formula will be used. PEPRAs employees will use the same EPP formula as Classic members for the purpose of the salary survey.
 - (b) 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)
 3. Specialist Assignment Bonus Pay (Subtract EPP)
 - (c) In order to address multiple tiered employee paid PERS contribution systems such as the Torrance Police Department, the following shall apply: The percentage of employee paid PERS contribution for each individual police department shall be determined by the majority (51%). If 51% of Classic employees pay 9% PERS, then 9% 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 represented classification to equal no less than the average base salary paid to employees in comparable classifications, at a comparable Pay Step, as of August 15 of that year, in the survey cities.
- 4) The Salary Survey as referenced in **EXHIBIT A** will determine comparable salaries taking into account base salary, longevity bonuses, educational incentive (EIB) and special assignment pay, inclusive for total compensation calculation.
- 5) **Equity Adjustments:** Effective August 1, 2019, the affected employees represented by the GPOA shall receive an Equity Adjustment as follows:
 - (a) **Police Officers and Police Sergeants:** The GPOA will conduct a survey as of January 15th of each contract 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 contract year. If it is determined that the GPOA base salary is less than the average base salary surveyed, the City will provide an annual stipend of up to seven-hundred and

fifty dollars (\$750.00) for that year of the contract. 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) The GPOA and the City agree that any payable annual stipend as defined under this provision, Article II, Section 1(A)(5)(a), shall be exclusively waived in calendar year 2020.

B. 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 as set forth in **EXHIBIT B**.

C. PROBATION PERIOD

- 1) The probation period for new employees shall be from date of hire until twelve (12) months after the date of graduation from the Police Academy. The Chief of Police may extend such probation for an additional six (6) months.
- 2) Probation after promotion shall be twelve (12) months. The Chief of Police may extend such probation for an additional six (6) months.
- 3) Probation for lateral entries and employees with prior police experience who are not required to attend the police academy shall be twelve (12) months. The Chief of Police may extend such probation for an additional six (6) months.
- 4) 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.

D. MERIT PAY STEP PLAN

1) MERIT PAY STEP ADVANCEMENT

(a) Merit step advancements 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.

(b) As designated herein, the affected employees shall be entitled to receive the applicable, respective rate of compensation prescribed per the City's Classification and Compensation Plan, as adopted and amended, at the following schedules:

- | | |
|--------------------|---------------|
| 1. Police Officer | Schedule #201 |
| 2. Police Sergeant | Schedule #203 |

(c) 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%) above Salary Step 5; and so on down to Salary Step 1. Salary Step 1 Police Officer shall be at least fifteen percent (15%) above Police Trainee.

(d) Police Trainee Step: Shall be assigned to employees who have not successfully completed a departmentally approved police academy. Police Trainees shall not be considered sworn peace officers and shall not be safety members of the retirement system.

(e) Police Sergeant Schedule: Step 1 Police Sergeants shall be paid at a rate of at least sixteen and a half percent (16.5%) above the pay rate of a Step 1 Police Officer with a Specialist Assignment Bonus and no less than a Police Officer at Step 6.

(f) Police Officer and Sergeant Steps:

1. Step 1: Shall be granted upon the successful completion of a departmentally approved police academy.
2. Step 2: Shall be granted after six (6) months of continuous and satisfactory service at Step 1.
3. Step 3: Shall be granted after one (1) year of continuous and satisfactory service at Step 2.
4. Steps 4, 5 and 6: Shall be granted after one (1) year of continuous and satisfactory service on the previous step with a recommendation for advancement based on demonstrated ability to continue to improve performance in relation to the increasing level of experience and the approval of the Chief of Police.

2) EXCEPTIONS TO MERIT STEP ADVANCEMENT

- (a) 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.
- (b) Any affected employee who fails to receive at least a satisfactory advancement rating, or who is not recommended for advancement due to his or 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 or her then current step for a period of up to ninety (90) calendar days for further evaluation.
- (c) 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.
- (d) 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.

E. **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**.

The Salary Survey, as set forth in **EXHIBIT A**, will determine comparable salaries taking into account base salary, longevity bonuses, educational incentive (EIB) and special assignment pay inclusive for total compensation calculation.

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. RATES: Educational Incentive Bonus (EIB) shall be paid as provided in EXHIBIT A.

The Salary Survey, as set forth in **EXHIBIT A**, will determine comparable salaries taking into account base salary, longevity bonuses, educational incentive (EIB) and special assignment pay inclusive for total compensation calculation.

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.
- C. 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. SPECIALIST ASSIGNMENT

- A. SELECTION AND ASSIGNMENT:** Specialist selection and assignments shall be made at the sole discretion of the Chief of Police and shall include the following assignments:

- 1) Canine Handler
- 2) Special Enforcement Unit, Crime Suppression Unit, School Resource Officer, Gardena Hawthorne Mental Evaluation Team
- 3) Field Training Officer
- 4) Investigator
- 5) Motor Officer
- 6) Traffic Officer
- 7) Any other officer so designated by the Chief of Police

B. SPECIALIST ASSIGNMENT PAY BONUS

- 1) All affected employees assigned as a Specialist shall receive a monthly bonus in the amount set forth in **EXHIBIT A** in addition to his/her pay as a Police Officer effective the first day of the pay period following assignment.
- 2) The Salary Survey, as set forth in **EXHIBIT A**, will determine comparable salaries taking into account base salary, longevity bonuses, educational incentive (EIB) and special assignment pay inclusive for total compensation calculation.

C. REMOVAL FROM ASSIGNMENT: Procedure for Removal from Specialist Assignment shall be as follows:

- 1) An employee may be removed from a Specialist Assignment at the direction of the Chief of Police without prejudice to the employee.
- 2) An employee receiving Specialist Assignment Bonus shall continue to receive such bonus for a period of sixty (60) days from the date the affected employee is notified he/she will be removed from the Specialist Assignment, providing that the affected employee has not voluntarily vacated the Specialist Assignment or has not been removed for disciplinary cause.

SECTION 5. ACTING COMPENSATION

A. QUALIFICATION: A Police Officer assigned as a Specialist may qualify for Acting Sergeant compensation by:

- 1) Satisfactorily completing a program of training for Acting Sergeant as approved by the Chief of Police.
- 2) Obtaining the written recommendation from the Bureau Commander certifying competency to serve in the capacity of Acting Sergeant.

B. COMPENSATION: Once qualified for Acting Sergeant as stated herein, a Police Officer or Police Specialist in the capacity of Acting Sergeant 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 Sergeant, as defined under Article I, Section 2, Promotions.

- 1) All previously authorized hours that an employee in the classification of Police Sergeant assumes staff functions of a Police Lieutenant in excess of forty (40) hours, including overtime, shall be compensated with additional pay in the amount of 2.5% of his or her then current step.
- 2) If a Police Officer or Sergeant is formally appointed to the position of Provisional Sergeant or Provisional Lieutenant, he or 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 Sergeant or Lieutenant as defined under Article I, Section 2, Promotions, for all hours worked

in the position.

- 3) On each day during which a Police Officer is assigned to work with a probationary employee or otherwise train a Police Trainee or Sworn Officer, the Police Officer shall receive a bonus equal to seven and a half percent (7.5%) over and above base salary, as if he/she had been entitled to "Specialist Assignment Pay".

SECTION 6. SERGEANT SPECIAL DUTY PAY

- A. QUALIFICATION:** Sergeants assigned to the following four (4) Special Duty assignments will receive special duty pay:

- i. Detective Bureau
- ii. Special Enforcement Unit
- iii. Crime Suppression Unit
- iv. Traffic Unit

- B. COMPENSATION:** In consideration for the special duty assignments, and for being subjected to call-backs in those units, sergeants will receive four-hundred and twenty dollars (\$420.00) per month as pensionable compensation for Special Duty assignment pay. The Chief of Police retains full discretion over the assignment and removal of sergeants for any position in the department.

SECTION 7. ON-CALL DETECTIVES

Personnel assigned to the Detective Bureau will be required to participate in a mandatory on-call status scheduling program. The policy details for the on-call status program is included as part of a policy of the Gardena Police Department's Manual of Policy and Procedure.

In consideration for being placed in an on-call status, each detective placed on-call will receive one (1) hour of overtime per day they are subject to being on-call. Detectives will generally be placed on-call seven (7) days in a row and must comply with the on-call policy during this time period. There shall be no deviation from the on-call policy without the approval of the Bureau Commander. If a detective is required to return to work after hours while on-call, they shall receive overtime compensation for the amount of time they were required to be at work in the performance of their duties. If an employee is called in and works overtime, said employee will be paid overtime pay and on-call pay will be proportionally reduced.

SECTION 8. ON-CALL TRAFFIC INVESTIGATOR

In consideration for being placed in an on-call status, each Traffic Investigator placed on-call will receive one (1) hour of overtime pay per day not to exceed fourteen (14) days per month. On-call assignments shall be at the discretion of the Chief of Police or designee.

SECTION 9. SWAT INCENTIVE

An annual SWAT equipment stipend of one-thousand dollars (\$1,000.00) shall be paid to affected employees the first pay period in July of each year.

SECTION 10. COURT TIME

- A. QUALIFYING COURT TIME:** Court time that qualifies for overtime pay shall be as follows:

- 1) Appearances as a result of actions taken in the course and scope of his/her duties pursuant to civil, administrative or criminal subpoenas or pursuant to Departmental authorization.
 - 2) Appearances pursuant to criminal, civil or administrative subpoenas as a result of actions taken in the course and scope of his/her duties as a Peace Officer with another police agency and approved by the department.
- B. COMPENSATION:** Court time shall be compensated at the overtime rate in increments to the nearest fifteen (15) minutes for actual authorized time in court while off duty subject to the following:
- 1) If such time begins at least four (4) hours prior to an employee's next regularly scheduled shift, a one-time per day four (4) hour minimum shall be paid. An employee entitled to overtime compensation for court time during both the morning and afternoon sessions on the same day shall be compensated at the appropriate overtime rate continuously for all time, which has elapsed between the beginning of the initial court appearance and the conclusion of the last court appearance.
 - 2) If such time begins within four (4) hours of his next regular work day, the employee may elect to report to work on overtime immediately upon completion of such court time or receive pay only for time actually spent in court.
- C. LAWFUL SUBPOENA:** Any affected employee who receives a lawful subpoena requiring him or her to appear in court while he or she is otherwise off duty, in relation to events occurring during the course and scope of his or her duties, but who is temporarily excused by the party issuing the subpoena from actual attendance in court on the condition that he or she remain in standby status and available to appear in court upon being notified, shall have the responsibility to elect either:
- 1) To perform duties for the Police Department during such on-call status as designated by the Chief of Police or authorized representative and receive overtime compensation therefore at the rate of one and one-half (1-1/2) times his or her regular base compensation, with a minimum compensation of four (4) hours at such rate; or
 - 2) To remain elsewhere in a stand-by status, as permitted by the court, without receiving any compensation therefore.

SECTION 11. OVERTIME AND HOURS OF WORK

A. RATE OF PAY

- 1) Except as provided herein, all time worked by an affected employee in excess of his or her regular workday and/or regular 80-hour pay period shall be compensated at the rate of one and one-half (1.5) times the "Regular Base Compensation" of such employee in pay or compensatory time off, at the option of the employee.
- 2) "Regular Base Compensation" shall be defined as the employee's regular base salary Step 1 through 6 plus Specialist Assignment Pay Bonus, if applicable, and Educational Incentive and Longevity.
- 3) Uniform Allowances and Bilingual Bonuses shall be excluded.

B. EXCEPTIONS: The exceptions to the above overtime provision are as follows:

- 1) Employees shall not receive overtime compensation for any incidental time worked in excess of a normal workday when such excess time is less than fifteen (15) minutes in total duration.

When such excess time is fifteen (15) minutes in total duration, the employee shall be entitled to appropriate overtime compensation for all time worked in excess of such normal workday. Overtime payment shall otherwise be in increments to the nearest fifteen (15) minutes.

- 2) All employees who are assigned to the Patrol Division shall work Alternative Patrol Schedule B. All other employees shall work a "4/10" work schedule consisting of four (4) consecutive ten (10) hour work days and three (3) consecutive days off in a seven (7) calendar day period.
- 3) Any employee who works more than sixteen (16) consecutive hours shall be compensated for all time in excess thereof at the rate of twice his or her regular base compensation as defined herein above.
- 4) Employees shall receive overtime for actual work performed or permitted by the Department. Employees are required to obtain prior authorization to perform overtime work.
- 5) For Fair Labor Standards Act purposes, employees covered by the overtime provisions of that Act are on a twenty-eight (28) day work period as designated by the Department.

C. OVERTIME - CANINE HANDLER

- 1) In addition to the Specialist Assignment Pay Bonus, it is agreed that each Police Officer assigned to the position of Canine Handler shall be paid four (4) hours of overtime per month for all time spent off duty for the following, but not limited to, feeding and cleaning up after the canine, attending to the canine's physical health, welfare and grooming, training, medicating, and veterinary care.

D. OVERTIME MANDATORY FIREARMS TRAINING: If mandatory department firearms training is not made available during an employee's scheduled work hours within the permissible time frame within which to qualify, the affected employee shall receive overtime for all time necessarily spent in firearms training outside the employee's normally scheduled work hours.

SECTION 12. SPECIAL PROVISIONS

A. CALL BACK: Subject to the above, all overtime worked by an affected employee which is not in conjunction with his or her regular shift and which is removed by at least four (4) hours from his or her next regularly scheduled work day or which ends prior to the beginning of such work day, shall be subject to a minimum of four (4) hours compensation and/or work.

B. DAYLIGHT SAVINGS TIME ADJUSTMENTS: Adjustments as a result of daylight savings time changes during an employee's shift shall be included as part of a regular work day.

SECTION 13. COMPENSATORY TIME

A. ACCRUAL OF COMPENSATORY TIME

- 1) No employee shall be permitted to accrue in excess of one-hundred (100) hours of compensatory time. When any employee has accrued one-hundred (100) hours of compensatory time, all overtime compensation must be received in pay unless approved by the Chief of Police or authorized designee.
- 2) An employee's compensatory time balance shall appear on the employee's paycheck stub.

B. USE OF COMPENSATORY TIME

- 1) The department shall guarantee one (1) Police Officer the use of compensatory time per shift under the following stipulations:
 - a. All requests shall be submitted at least seven (7) days prior to the day requested.
 - b. At the time of the request, the shift must be above the minimum staffing level as to not cause overtime.
 - c. The request shall not be granted on maximum deployment days as pre-determined by the Chief of Police.
- 2) The department agrees that this requirement is in addition to the current time off procedures already in place and to maintain the current procedure without change.

C. UNUSED ACCRUALS AT SEPARATION: When an employee permanently separates from service with the City, he/she shall receive compensation equal to the value of all unused, accrued compensatory time, based on his or her then current regular base compensation.

SECTION 14. UNIFORM ALLOWANCE

A. ALL INCLUSIVE RATE

- 1) The annual uniform allowance shall operate to 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.
- 2) Uniform allowance shall be included on the employee's regular paycheck and shall be paid each pay period in the amount of thirty-four dollars and sixty-two cents (\$34.62) each pay period employee qualifies for the bonus. Uniform allowance shall be pensionable for Classic CalPERS members only.

B. ADVANCE FOR NEW HIRES

- 1) A three hundred fifty dollars (\$350.00) advance uniform allowance shall be paid to all newly hired Police Trainees and sworn police personnel as soon as possible after hire date.
- 2) If the individual leaves the service of the City within two (2) years of his/her hire date, the allowance must be refunded to the City.

SECTION 15. MILEAGE ALLOWANCE

A. RATE: 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. P.O.S.T. REIMBURSED TRAINING PROGRAMS

- 1) Affected employees attending approved P.O.S.T. reimbursed training programs shall be permitted to use their own vehicle and travel from home and receive mileage reimbursement

when the training site is closer to their home than the station.

- 2) If more than one employee is assigned to the same training session, or if a City vehicle is available for travel to and from the training site, no reimbursement shall be available to employees electing to use their own vehicle.
- 3) The provisions of the P.O.S.T. reimbursement policy shall be used as a guideline for all reimbursement, with the only modification for multiple-day courses. Lodging will be provided if the training site is more than fifty (50) miles from the station.

SECTION 16. LEAVE BUY-BACK OPTIONS

A. ELECTION OF BUY-BACK: By December 31st of each calendar year, affected employees must declare the number of hours he/she will buy back during the first pay period in March and July of the next calendar year. By June 1st of each calendar year, affected employees must declare the number of hours he/she will buy back during the first pay period in September and December of the same calendar year.

- 1) **VACATION BUY-BACK:** Each affected employee shall have the option to cause the City to buy back up to thirty (30) hours of vacation accrual in each month of March, July, September and December not to exceed one-hundred and twenty (120) hours of vacation buy back per year. Vacation Buy-Back shall be at the base hourly rate for that employee in his/her classification and pay step.
- 2) **HOLIDAY LEAVE BUY-BACK:** Each affected employee shall have the option to cause the City to buy back up to twenty-five (25) hours of unused holidays in each month of March, July, September and December not to exceed one-hundred (100) 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.
- 3) **SICK LEAVE BUY-BACK:** Each affected employee shall have the option to cause the City to buy-back up to twenty (20) hours of sick leave in each month of March, July, September and December not to exceed eighty (80) hours of sick leave buy-back per year. Sick leave buy-back shall be paid at a rate of fifty percent (50%) of the base hourly rate for that employee in his/her classification and pay step in accordance with Article IV, Section 6B.

B. SPECIAL ONE-TIME LEAVE BUY-BACK OPTION: From time-to-time the City may at the City's initiation 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 17. 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. This shall include but not be limited to: sick and vacation leave buy-back or pay-off.
- 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 SCHEDULES

SECTION 1. REGULAR SCHEDULES

A. REGULARLY SCHEDULED WORKDAYS

- 1) Regularly scheduled work hours of all affected employees shall not be changed for the sole and only purpose of eliminating overtime for the affected employee unless such changes are mutually agreed upon, or at least ten (10) calendar days' notice in writing is communicated to such affected employee.
- 2) Except for emergency situations, no affected employee shall be scheduled to work with less than a minimum of ten (10) hours between regularly scheduled shifts nor more than the regularly scheduled hours in a normal workweek, unless mutually agreed upon.
- 3) The City shall uphold a minimum safety standard of six (6) officers per shift, except that supervisors have the discretion to drop below the safety standards to five (5) officers per shift between 0300 and 0630 hours. Supervisors shall have the discretion to set minimum standards for their shift, to flex time and tailor their personnel deployment as necessary to accomplish the scheduling needs of the Department and the shift.

B. SHIFT MATRIX (3/12 SCHEDULE): The City shall maintain a 3/12, ½ hour Shift Matrix (3/12 Schedule) modeled after the current scheduling system subject to the provision listed below.

- 1) The City and Association mutually agree that the success and effectiveness of the 3/12 schedule is dependent on the Association and the Department working together to maintain certain benchmarks for performance, service delivery and accountability. The association agrees to the following four (4) points regarding the maintenance of the 3/12 schedule.
- 2) Overtime must stay within budget. The GPOA and Department will work collaboratively to ensure overtime is held to budget. If the department can demonstrate that the 3/12 is the cause of significant overtime and causes the Department not to meet budget projections the MOU can be re-opened and changes can be implemented as necessary to improve scheduling during the term of the MOU.
- 3) Officer Productivity must remain consistent. If officer productivity begins to fall and it can be attributed to the 3/12 schedule, the MOU can be re-opened and changes can be implemented as necessary to improve scheduling during the term of the MOU.
- 4) Citizen Interaction. The GPOA and Department will partner to promote community good will and community partnerships. The GPOA will play a prominent role in support and marketing the Department's Community Policing Strategy. If citizen complaints to the Department or to Council increase that can be attributed the 3/12 schedule, the MOU can be re-opened and changes can be implemented as necessary to improve scheduling during the term of the MOU
- 5) Abuse of accrued time. If the Department can demonstrate a pattern of abuse regarding accrued time by members of the GPOA has an effect on the Department's ability to schedule personnel, the MOU can be re-opened and changes can be implemented as necessary to improve scheduling during the term of the MOU.

C. SPECIALIST ASSIGNMENTS: Any employee receiving a specialist assignment bonus may be assigned to a 3/12 or 4/10 work shift.

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, holiday or compensatory time) may be taken as desired by the employee subject to the approval of the Chief of Police or his/her representative, 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) However, an employee must use any accrued vacation, compensatory or holiday time off at a time designated by the Chief of Police or his/her representative 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

- 1) 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. 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.

Primary vacation requests shall take precedence over non-primary vacation requests and incidental time off requests.

C. NON-PRIMARY VACATION REQUESTS

- 1) 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

- 1) 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.

- 2) Primary and non-primary vacation requests shall take precedence over incidental earned time off requests.

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 shall be used to determine shift selection and time-off requests.

B. POLICE OFFICER SENIORITY: Seniority between affected employees in the classification of Police Officer shall be determined in the following order:

- 1) By the date of most recent appointment to the classification of Police Officer;
- 2) If affected employees were appointed to the classification of Police Officer on the same date, then by numerical position on their most recent eligibility list for the classification of Police Officer; or
- 3) By coin flip.

C. POLICE SERGEANT SENIORITY: Seniority between affected employees in the classification of Police Sergeant shall be determined in the following order:

- 1) By the date of most recent appointment to the classification of Police Sergeant;
- 2) If affected employees were appointed to the classification of Police Sergeant on the same date, then by the date of most recent appointment to the classification of Police Officer; or
- 3) By coin flip.

D. SENIORITY BY RANK: If affected employees are in different classifications (Police Officer and Police Sergeant), then seniority shall be determined by rank, Sergeant being senior.

SECTION 4. SCHEDULING

A. ASSIGNMENT GROUPINGS: Affected employees, while assigned to one of the uniformed patrol watches, may select an available slot (watch and days off) within the respective classification or assignment based on seniority. Assignments affected shall be grouped as follows:

- 1) Canine Officers
- 2) Field Training Officers
- 3) Motor Officers
- 4) Traffic Officers

- 5) Uniformed Officers on pay steps 4, 5 and 6
- 6) Any other specialist position created by the Department

B. SUPERVISING SERGEANTS: Sergeants assigned to supervise one of the uniformed patrol shifts or assigned as a relief supervisor for any of the uniformed patrol shifts may select their shifts and/or relief position and available days off based upon seniority. It is understood that any of the Sergeants assigned to uniformed patrol supervision may also be assigned collateral functions to perform, such as coordinating the field-training program.

C. EXEMPTIONS: The Department may elect to exempt any of the following employees:

- 1) Employees who will not have attained Step 4 as of the first day of the applicable quarterly schedule for the purposes of balancing experience among watches and days off.
- 2) An employee who is to give or receive specialized training during a current schedule, may be moved to a different slot to facilitate that training only for the duration of such training.
- 3) An employee not expected by his treating physician to be available for full duty for a period of one (1) month or more at the start of the affected watch schedule.
 - (a) If during an affected schedule an employee leaves duty and is not expected by his/her attending physician to be available for full duty for a period of one month or more, he/she may be removed from his/her slot.
 - (b) An employee removed from a slot pursuant to the above who becomes available for return to full duty within one (1) month, shall be allowed to return to the vacated slot.
- 4) Any employee who is promoted, demoted, or reassigned, during a current schedule may be moved to a slot chosen by the Department.
- 5) Watch schedules shall be for four (4) calendar month durations with allowance for "changeovers."
- 6) The Department may compel deviations from the above scheduling procedures only to provide necessary police manpower during periods of exigent circumstances.
- 7) The Association shall assist the Department in the completion of watch schedules. Watch schedules shall be completed and posted thirty (30) days prior to the effective date.

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 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 August 1, 2019, 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 August 1, 2019 shall be subject to the limits provided in this Section.
 - a) 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.
 - b) 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 August 1, 2019, 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.
 - (a) Employees enrolled into CalPERS prior to January 1, 2013, shall be classified as "Classic Members" according to the definition established by PEPRA.
 - (b) 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) Employees hired by the City and who have been enrolled in CalPERS prior to January 1, 2013 are classified as "Classic Safety Members." This classification is a CalPERS determination and shall be applied according to their definition.
- 2) "Classic" Safety Membership benefits per the City's contract with CalPERS shall be as follows as applicable by law:
 - (a) Local safety member "3 percent at 50" formula (§21252.01 G.C.);
 - (b) 1959 Survivor Benefit [Level 3 Benefits] (§21382.4 G.C.);
 - (c) Half-Pay Continuance (§21263 and §21263.1 G.C.);
 - (d) Military Buy Back (§20930.3 G.C.);
 - (e) Top Year Retirement (§20024.2 G.C.); and
 - (f) Member (Employee) Contribution Rate as set by CalPERS (§20615 G.C.);
 - (g) Credit for unused sick leave (§20862.8 G.C.);
 - (h) Post-Retirement Survivor Allowance to Continue After Remarriage (§21266 G.C.);
 - (i) Continuation of Death Benefits after Remarriage of Survivor (§21373).

D. PEPRA CALPERS SAFETY MEMBERS

- 1) Sworn employees enrolled as a new member in CalPERS on or after January 1, 2013 will be referred to as "PEPRA Safety Members". This classification 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) New PEPRA Safety Members benefits shall be as follows as applicable by law:
 - (a) Local safety member "2.7 percent at 57" formula (§7522.25 G.C.).
 - (b) 1959 Survivor Benefit [Level 3 Benefits] (§21382.4 G.C.);
 - (c) Half-Pay Continuance (§21263 and §21263.1 G.C.);
 - (d) Military Buy Back (§20930.3 G.C.);
 - (e) Three Year Final Compensation (§7522.32 G.C.); and
 - (f) Member (employee) Contribution Rate based on Pensionable Compensation (§7522.30 G.C.);
 - (i) 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.
 - (g) Credit for unused sick leave (§20862.8 G.C.);
 - (h) Post-Retirement Survivor Allowance to Continue After Remarriage (§21266 G.C.);
 - (i) Continuation of Death Benefits after Remarriage of Survivor (§21373).
- E. **EARLY RETIREMENT INCENTIVES:** During the term of this Agreement, the Association will not object to the City's negotiating with individual employees represented by the Association who are covered by this Agreement with respect to an incentive to induce an early retirement.

SECTION 3. HEALTH INSURANCE

- A. **COMPREHENSIVE HEALTH PLAN:** The City shall provide a medical, dental, optical and prescription plan to affected employees and their dependents.
- 1) The City shall not, without the agreement of the Association and to the extent it is within the City's control, cause a change in the benefits in the current plan or a change in the plan or plan design during the term of this Memorandum of Understanding.
 - 2) 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.
- B. **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 meet and confer 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.

C. POST RETIREMENT HEALTH INSURANCE COVERAGE

- 1) **TIER I:** Employees hired before August 1, 2019 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:
 - a) 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
 - b) 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 August 1, 2019 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.
 - a) Twenty (20) years of service with the Gardena Police Department receives seventy-five percent (75%) of the single party rate; or
 - b) Twenty-five (25) years of service with the Gardena Police Department receives one hundred percent (100%) of the single party rate;
 - c) Enrollment in health insurance offered by the City for the minimum required

years of service; and

d) Age fifty (50) years; and

e) Service retirement from the City of Gardena

f) 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").

D. **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.

E. **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.

F. **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: The City shall provide ten-thousand dollars (\$10,000.00) of Group Term Life Insurance for full-time regular sworn employees enrolled in the City health plan.

SECTION 5. SAFETY EQUIPMENT

A. POLICY

- 1) The parties to this Agreement desire to afford to all affected employees a safe place to work, including the type of necessary safety equipment to provide affected employees with a safe place to work and the manner and means by which such safety equipment shall be provided in accordance with the provisions of Section 6300, et seq., of the California Labor Code, as interpreted by the decision of the California Court of Appeal in *Oakland Police Officers' Ass'n vs. City of Oakland* (1972), 30 Cal.App.3d 96, 106 Cal. Rptr. 134.
- 2) In consideration of the promises contained in this Agreement, the Association, on behalf of all affected employees, agrees that the City presently is satisfying and at all times prior hereto has satisfied its obligations to provide necessary safety equipment pursuant to Section 6300 et seq. of the California Labor Code. So long as the City continues to adhere to the terms of this Agreement, the Association shall refrain from instituting any action to enforce the rights of affected employees to receive necessary safety equipment; provided, however, if future legally binding action determines that additional equipment is necessary in order to provide the affected employees a safe place to work, the Association shall retain the right to take whatever action is necessary to enforce the rights of the affected employees to receive such necessary safety equipment.
- 3) All safety equipment described in this Agreement must be utilized by all employees at all appropriate times as directed by the City.

B. 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 capicum 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.

- 4) 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.

C. 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.

D. 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:
 - (a) 24 - 48 months from date of issuance at one-hundred percent (100%) of cost
 - (b) 49 – 96 months from date of issuance at fifty percent (50%) of cost
 - (c) 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.

E. MOTOR OFFICERS: With respect to Motor Officers:

- 1) In addition to the items described above in Sections 5. B, C, and D, the City shall continue to provide to all employees assigned to the Motorcycle Traffic Enforcement Detail safety helmets and suitable eye protective glasses.
- 2) All employees assigned to Motor Detail shall be issued, at City expense, riding breeches, a leather motorcycle jacket, leather gloves and motorcycle boots.

SECTION 6. EMPLOYEE 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 16.A.3, subject to the following conditions:

- 1) No conversion shall be made until the employee has accrued more than one-hundred (100) hours of unused sick leave earned, nor shall any conversion be permitted which will reduce the amount of hours accrued below one-hundred (100).
- 2) An employee who has completed five (5) or more consecutive years of service with the City shall have the option of converting up to eighty (80) hours of accrued sick leave in excess of the one-hundred (100) hours of as described above in subparagraph 1 above.
- 3) Each hour converted shall be paid at a rate of fifty percent (50%) of the base hourly rate for that employee in his pay step and classification.

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 seven-hundred and twenty (720) hours, at the rate of fifty percent (50%) of the regular base compensation rate for that employee in his pay step and classification.

- 4) 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 seven-hundred and twenty (720) hours the employee is allowed to sell back under sub-section B.3 described above.
- 5) 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 7. BEREAVEMENT (DEATH IN FAMILY LEAVE)

- 1) 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.
- 2) 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
- 3) 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 8. 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.
 - 2a) Effective August 1, 2019, holiday leave hours earned shall be capped at the amount specified above. Any previous holiday leave hours earned above the cap will be transferred to a separate excess bank** to which employees have the ability to use down the excess hours until June 30, 2020. Any hours transferred to the excess bank will be prorated based on the employee's regular base compensation pay rate as of June 30, 2019. The City will not buy-back the value of the excess holiday leave accruals. Any remaining excess holiday leave hours after June 30, 2020 will be forfeited.

** The excess bank created per this provision is separate and independent from any previously established excess banks (e.g., Accrued Balance Reduction Plan effective June 1, 2017). Per this provision, a single excess bank is established for transferring excess holiday leave hours and excess vacation hours accrued.
- 3) 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 11.
- 2) Unused holiday hours shall appear on the employee's paycheck stub.

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 11.

- 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 9. VACATION LEAVE

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 11.
- 3) Vacation leave balances shall appear on the employee's paycheck stub.
- 4) Vacations shall be taken at a time mutually agreed upon by the City and the employee.
- 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 - Officer	3.00	36
26 years - Sergeant	2.00	24

- 8) Vacation accrual shall be capped at a maximum of five-hundred and fifty (550) hours. Affected employees shall not accrue vacation above five-hundred and fifty (550) hours. If the maximum accrual amount is reached, the affected employee shall cease to accrue vacation hours until such bank is reduced below the maximum accrual amount of five-hundred and fifty (550) hours.
 - 8a) Effective August 1, 2019, vacation accruals shall be capped at the amount specified above. Any previous vacation hours accrued above the cap will be transferred to a separate excess bank** to which employees have the ability to use down the excess hours until June 30, 2020. Any hours transferred to the excess bank will be prorated based on the employee's regular base compensation pay rate as of June 30, 2019. The City will not buy-back the value of the excess vacation accruals. Any remaining excess vacation hours after June 30, 2020 will be forfeited.

** The excess bank created per this provision is separate and independent from any previously established excess banks (e.g., Accrued Balance Reduction Plan effective

June 1, 2017). Per this provision, a single excess bank is established for transferring excess holiday leave hours and excess vacation hours accrued.

- 9) Effective August 1, 2019, 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) Effective August 1, 2019, 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.

ARTICLE V. LAY-OFFS 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 the Association of its intent. During this ninety (90) day interval prior to the thirty-day notice described in subparagraph D, the City and the Association 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 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 LAID-OFF 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.
 - 1) 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.
 - 2) 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. MISCELLANEOUS

SECTION 1. TIME OFF FOR ASSOCIATION REPRESENTATIVES

- A. The City shall provide a reasonable number of employee representatives up to two-hundred and eighty (280) hours, collectively, per calendar year of time off without loss of compensation for the following activities: investigating potential or existing grievances, or otherwise enforcing a collective bargaining agreement or memorandum of understanding; meeting and conferring with representatives of the public employer on matters within the scope of representation; testifying or appearing as the designated representative of the exclusive representative in conferences, hearings or other proceedings before the Public Employment Relations Board or civil court in matters relating to a charge filed by the exclusive representative against the public employer or by the public employer against the exclusive representative; testifying or appearing as the designated representative of the exclusive representative in matters before the governing body of the public employer or an arbitrator or hearing officer; and serving as a representative of the exclusive representative for new employee orientation.
- B. Notwithstanding the above, the GPOA President shall be allowed an additional one-hundred (100) hours per calendar year of time off without loss of compensation for performing the activities listed above.
- C. Advanced notice of the need for time off under this Article shall be given at least twenty-four (24) hours prior to use of such time. If it is not possible for the Association representative desiring the time off to give such advance notice, he/she must receive express authorization from a Lieutenant or higher-ranking officer. Such authorization shall not be unreasonably withheld.

SECTION 2. FAIR TREATMENT: All affected employees shall be treated in a fair, equitable and impartial manner at all times in accordance with the provisions of this Memorandum of Understanding and all current rules, regulations, policies and procedures of the City and Police Department.

SECTION 3. CITY RIGHTS: During the term of this Agreement, the City shall have the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The City's exercise of its management rights shall not be subject to appeal or meeting and conferring, provided however, that the exercise of such rights does not preclude recognized employee organizations from appealing or meeting and conferring on the consequences or impacts that City decisions have on wages, hours and other terms and conditions of employment.

SECTION 4. MAINTENANCE OF EXISTING BENEFITS AND OTHER FRINGE BENEFITS: Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by affected employees shall remain in full force and effect during the entire term of this Agreement unless mutually agreed to the contrary by both parties.

SECTION 5. TERM OF AGREEMENT

- A. **TERM OF AGREEMENT:** The term of this Agreement shall commence on August 1, 2019 and continue through July 31, 2024. Should the parties fail to reach agreement on a successor MOU to this one, its terms shall remain in effect until a successor MOU is agreed upon and implemented, subject to termination upon reasonable notice by either party, upon failure to agree on a successor MOU after implementation of the meet and conferral process.
- B. **ZIPPER CLAUSE:** Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. Neither party shall during the term of this MOU, demand any changes herein, provided that nothing herein shall prohibit the parties from changing the terms of the MOU by mutual agreement.

Any attempts to meet and confer regarding changes to the hours, wages and other terms and conditions of employment shall be conducted through the parties to this agreement.

SECTION 6. BINDING UPON SUCCESSORS: This Agreement shall be binding upon any other employee organization that, during the term of this Agreement, succeeds the Association as the recognized employee organization to represent the employees covered by this Agreement.

ARTICLE VII. RATIFICATION AND IMPLEMENTATION

SECTION 1. RATIFICATION: This Agreement is subject to ratification by the membership of the Association and the City Council of the City. Following ratification by the affected employees, the Agreement shall be submitted to the City Council for its approval and ratification.

SECTION 2. COMMITMENT TO ADOPT: The parties to this Agreement agree to perform whatever acts are necessary, both jointly and separately, to urge the City Council of the City of Gardena to approve this Agreement.

SECTION 3. RESOLUTION: Following approval of this Agreement by the City Council, its terms and conditions shall be implemented by appropriate ordinance, resolution or other lawful action.

EXECUTED AND RESTATED by and between the parties on this 13th day of August 2019, at Gardena, California.

CITY OF GARDENA

By: _____
TASHA CERDA, Mayor

GARDENA POLICE OFFICERS ASSOCIATION, INC.

By: _____
MICHAEL SARGENT, President – GPOA

By: _____
MATTHEW HASSOLDT, Treasurer — GPOA

By: _____
ERIC HYDE, Board Member — GPOA

ATTESTED:

By: _____
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

By: _____
PETER WALLIN, City Attorney

**EXHIBIT A
SALARY SURVEY**

Police Officers	Salary + Longevity -PERS	Education + POST -PERS	Specialist - PERS
El Segundo	Top Step + 20 Year Longevity	Highest EIB	\$469 or Average Rate Whatever is greater
Hawthorne	Top Step + 20 Year Longevity	Highest EIB	7.3% or Average Rate Whatever is greater
Manhattan Beach	Top Step + 20 Year Longevity	Highest EIB	7.5% or Average Rate Whatever is greater
Redondo Beach	Top Step + 20 Year Longevity	Highest EIB	7% or Average Rate Whatever is greater
Torrance	Top Step + 20 Year Longevity	Highest EIB	6.4 or Average Rate Whatever is greater
Gardena	Top Step + 19 Year Longevity	Highest EIB	Specialist Flat Rate
Gardena (Current Rates)	7-years: \$365.00/month 12-years: \$520.00/month 20-years: \$520.00/month + 5.0% of monthly step 26-years: \$520.00/month + 10.0% of monthly step	Associate Degree or P.O.S.T. Intermediate: \$865.00/month Bachelor Degree or P.O.S.T. Advanced: \$1,381.00/month	\$619.00/month
Difference	Precentage below average	Precentage below average	Precentage below average

Police Sergeants	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)	7-years: \$326.00/month 12-years: \$520.00/month 20-years: \$520.00/month + 5.0% of monthly step 26-years: \$520.00/month + 10.0% of monthly step	Associate Degree or P.O.S.T. Intermediate: \$1,005.00/month Bachelor Degree or P.O.S.T. Advanced: \$1,623.00/month
Difference	Precentage below average	Precentage below average

EXHIBIT B
CLASSIFICATION AND COMPENSATION PLAN
As of August 13, 2019

City Council approved Salary Schedules 200, 201 and 203 on August 13, 2019 with pay increases retroactive to July 14, 2019 per the 2007 – 2019 GPOA MOU.

Special Duty Pay is added to Schedule 203 effective August 1, 2019 per the 2019 – 2024 GPOA MOU.

201 Police Officer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	83,340.00	87,504.00	91,884.00	96,480.00	101,304.00	106,368.00
MONTHLY	6,945.00	7,292.00	7,657.00	8,040.00	8,442.00	8,864.00
BI-WEEKLY	3,205.38	3,365.54	3,534.00	3,710.77	3,896.31	4,091.08
HOURLY	40.0673	42.0692	44.1750	46.3846	48.7038	51.1385

MONTHLY EDUCATIONAL INCENTIVE BONUS

STEP	*1*	*2*	*3*	*4*	*5*	*6*
AA	865.00	865.00	865.00	865.00	865.00	865.00
BA	1,381.00	1,381.00	1,381.00	1,381.00	1,381.00	1,381.00
SPECIALIST	619.00	619.00	619.00	619.00	619.00	619.00
Lgy Bonus 7	365.00	365.00	365.00	365.00	365.00	365.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	867.25	884.60	902.85	922.00	942.10	963.20
Lgy Bonus 26	1,214.50	1,249.20	1,285.70	1,324.00	1,364.20	1,406.40

203 Police Sergeant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	106,524.00	111,852.00	117,444.00	123,312.00	129,480.00	135,960.00
MONTHLY	8,877.00	9,321.00	9,787.00	10,276.00	10,790.00	11,330.00
BI-WEEKLY	4,097.08	4,302.00	4,517.08	4,742.77	4,980.00	5,229.23
HOURLY	51.2135	53.7750	56.4635	59.2846	62.2500	65.3654

MONTHLY EDUCATIONAL INCENTIVE BONUS

STEP	*1*	*2*	*3*	*4*	*5*	*6*
AA	1,005.00	1,005.00	1,005.00	1,005.00	1,005.00	1,005.00
BA	1,623.00	1,623.00	1,623.00	1,623.00	1,623.00	1,623.00
SPECIAL DUTY	420.00	420.00	420.00	420.00	420.00	420.00
Lgy Bonus 7	326.00	326.00	326.00	326.00	326.00	326.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	963.85	986.05	1,009.35	1,033.80	1,059.50	1,086.50
Lgy Bonus 26	1,407.70	1,452.10	1,498.70	1,547.60	1,599.00	1,653.00

EXHIBIT B is hereby amended concurrently with adopted amendments to the City's Classification and Compensation Plan, applying all pay category adjustments referenced in this MOU.



City of Gardena
City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 5. D. (3)

Department: CONSENT
CALENDAR

Meeting Date: 08/13/2019

Resolution No. 6404

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6404, 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. 6404	
<u>STAFF SUMMARY:</u> Staff respectfully recommends that the City Council adopt Resolution No. 6404, which amends the current list of authorized games and authorizes the play of certain games in licensed card clubs. On August 1, 2019, the Hustler Casino received written approval from the State of California Department of Justice, Bureau of Gambling Control to begin offering the gaming activity, <i>Crazy 4 Poker, Casino War and Mississippi Stud 3 Card Bonus</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> 1) Resolution No. 6404 2) Copies of Letters from the Department of Justice, Bureau of Gambling Control, approving the Modified California Games Collection Rates and providing details of same.	
Submitted by: <u>Edward Medrano</u> , Edward Medrano, City Manager Date: <u>8/7/19</u>	

RESOLUTION NO. 6404

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. 6399; 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 **Crazy 4 Poker, Casino War and Mississippi Stud 3 Card Bonus** offered in connection with authorized Poker Section and Asian Section Games and played in accordance with the rules approved by the Bureau of Gambling Control on August 1, 2019, 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
DRAW
DRAWMAHA ACE-TO-FIVE
DRAWMAHA HI
EASY POKER
EASY POKER BONUS BET
EZ BACCARAT
EZ BACCARAT MODIFICATION
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
OMAHA AND POT LIMIT
OMAHA HI

Resolution No. 6404
AMENDING THE LIST OF AUTHORIZED GAMES
AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS

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
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
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 POKER
PAI GOW POKER JACKPOT
PAI GOW TILES
PAN NINE
PAN NINE GOLD
SUPER PAN 9 MODIFICATION
TEXAS PAI GOW
TRIPLE PLAY

PROMOTIONAL GAMES

BONUS CHIP PROMOTION
CALIFORNIA GAMES PROMOTIONAL
CHIPS PROMOTION
EZ BACCARAT PROGRESSIVE JACKPOT
FOOD REWARD PROGRAM
GIFT CARD REWARD PROGRAM
HIGH HAND GIVEAWAY PROMOTION
JACKPOT GAMES
LIVE ACTION TOURNAMENT PROMOTION

PLAYER REWARDS PROGRAM
POKER PROMOTIONAL CHIPS
SPORTS BRACKET

Resolution No. 6404
AMENDING THE LIST OF AUTHORIZED GAMES
AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS

SECTION 2. That upon the approval and adoption of this resolution, Resolution No. 6399 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.

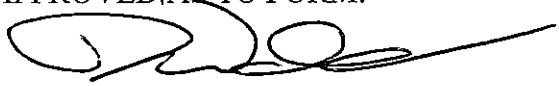
Passed, approved, and adopted this 13th day of August, 2019.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



PETER L. WALLIN, City Attorney

El Dorado Enterprises, Inc.

August 1, 2019

VIA EMAIL (EMEDRANO@CITYOFGARDENA.ORG)

Edward Medrano
City Manager
City of Gardena
1700 West 162nd Street
Gardena, CA 90247-3778

Re: Games Approval

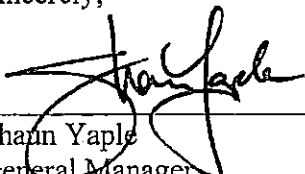
Dear Mr. Medrano,

Hustler Casino recently submitted a request to the Bureau of Gambling Control to offer the games of Crazy 4 Poker, Casino War and Mississippi Stud 3 Card Bonus at the casino. We have received temporary approval by the Bureau to begin offering these games once they have been approved by the City of Gardena. Attached is a copy of the letters of temporary approval from the Bureau which provides the details of the games.

On behalf of Hustler Casino, I'm requesting that Crazy 4 Poker, Casino War and Mississippi Stud 3 Card Bonus be approved by the City of Gardena for play at our casino.

If you have any questions or need additional information please give me a call.

Sincerely,


Shawn Yaple
General Manager

Acknowledged and Agreed
City of Gardena

By: _____
Edward Medrano, City Manager

Date: _____

SY:dr

Enclosure

cc: A. Schnaps, Esq., K. Sharp, Esq.



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

July 31, 2019

Keith Sharp, Designated Agent
Hustler Casino
301 North Lake Avenue
Pasadena, CA 91101

TEMPORARY AUTHORIZATION

Effective Date: 07/31/2019

Expiration Date: 07/31/2021

BGC ID: GEGR-002066

RE: Crazy 4 Poker Temporary Approval

Dear Keith Sharp:

The Bureau of Gambling Control (Bureau) has reviewed Hustler Casino's request to offer the game of Crazy 4 Poker for play. This letter is to inform you that the Bureau is granting temporary authorization for the dates provided above.

Hustler 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 Hustler 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 Crazy 4 Poker; (2) notify all law enforcement agencies and gambling establishments if further review determines the game of Crazy 4 Poker to be unlawful; (3) require gambling establishments to cease and desist offering the game of Crazy 4 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.

Hustler Casino shall play the game of Crazy 4 Poker in accordance with the Bureau approved temporary rules, as enclosed.

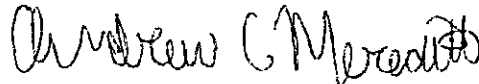
Although the Bureau has temporarily approved the game of Crazy 4 Poker, it is the sole responsibility of Hustler Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approval that may be required by the local jurisdiction before the game of Crazy 4 Poker is offered for play. Hustler Casino shall be fully responsible for ensuring that any approval required by local law enforcement is obtained prior to offering the game of Crazy 4 Poker for play.

Hustler Casino
Crazy 4 Poker
Page 2 of 2

Any changes Hustler 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 Marie Yelavich at (916) 621-1569 or via email at BGCgames@doj.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Meredith". The signature is fluid and cursive, with the first name "Andrew" written in a larger, more prominent script than the last name "Meredith".

ANDREW MEREDITH, Manager
Game Review Unit

For XAVIER BECERRA
Attorney General

Enclosure

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



Crazy 4 Poker

Bureau of Gambling
Control**Type of Game**

The game of Crazy 4 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 is to assemble a four-card hand that beats the player-dealer's four-card hand.

Description of the Deck and Number of Decks Used

Shuffling Machine: Cards used to play Crazy 4 Poker shall be dealt from a single deck automatic card shuffling device (shuffler).

Physical Characteristics: Cards used to play Crazy 4 Poker shall be in standard decks of 52 cards. No jokers shall be utilized.

Number of Decks: Cards used to play Crazy 4 Poker shall be played with two alternating decks, each consisting of a 52 card deck with backs of the same design.

- The backs of each deck shall be a different color.
- One deck shall be shuffled by the automated card shuffling device while the other deck is being dealt or used to play the game.
- Both decks shall be continuously alternated in and out of play, with each deck being used for every other round of play.
- The cards from only one deck shall be placed in the discard rack at any given time.

Card Values and Hand Rankings

The rank of each card used in Crazy 4 Poker, when forming a four-card poker hand, in order of highest to lowest rank, shall be: ace, king, queen, jack, 10, 9, 8, 7, 6, 5, 4, 3, and 2. All suits shall be considered equal in rank. An ace shall be considered low anytime it begins a straight or straight flush.

Crazy 4 Poker Hand Rankings

4 Card Hand	Hand Ranking
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 2s is the lowest ranked Four of a Kind.
Straight Flush	A hand that consists of four cards of the same suit in consecutive ranking. An ace, king, queen and jack is the highest ranked Straight Flush and an ace, 2, 3 and 4 is the lowest ranked Straight Flush.
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 2s is the lowest ranked Three of a Kind.
Flush	A hand that consists of four cards of the same suit, but not in consecutive ranking. An ace, king, queen and 10 is the highest ranked Flush and a 6, 5, 4 and 2 is the lowest ranked Flush.



JUL 31 2019

Crazy 4 Poker

Bureau of Gambling Control

Straight	A hand that consists of four cards in consecutive ranking, but not the same suit. An ace, king, queen and jack is the highest ranked Straight and an ace, 2, 3 and 4 is the lowest ranked Straight.
Two Pairs	A hand that consists of two Pairs. Two aces and two kings is the highest ranked Two Pairs and two 3s and two 2s is the lowest ranked Two Pairs.
One Pair	A hand that consists of two cards of the same rank. Two aces is the highest ranked Pair and two 2s is the lowest ranked Pair.
High Card	A hand that consists of four cards that do not make any of the hands listed above. An ace, king, queen and 10 is the highest ranked High Card hand and 6, 5, 4 and 2 is the lowest ranked High Card hand.

Description of Table Used and Total Number of Seated Positions

Crazy 4 Poker shall be played on a standard blackjack table having seven places on one side for the players and the player-dealer, and a place for the house dealer on the opposite side. The cloth covering a Crazy 4 Poker table (table layout) shall have betting areas for seven players including the player-dealer. Each Crazy 4 Poker table shall have a drop box attached to it.

The table layout shall bear an inscription to the effect that the "Player-Dealer qualifies with king-high." Within each player position there shall be four separate designated betting spaces labeled for the placement of bets. In addition, the appropriate Queens Up and Super Bonus pay tables shall be printed on the layout within each player position.

The wagering areas shall be designated as follows:

- Ante wagers shall be placed on the word "Ante";
- Super Bonus Bets shall be placed on the words "Super Bonus";
- Queens Up Bonus Bets shall be placed on the words "Queens Up"; and
- Play wagers shall be placed on the word "Play."

Dealing Procedures and Round of Play

1. Third-Party Providers of Proposition Player Services (TPPPS), as defined in Section 19984 of the California Business and Professions Code, are permitted to play.
2. Backline betting is not permitted on any wager.
3. At the beginning of each round of play, each player must place an Ante bet and a Super Bonus Bet. The player may also place an optional Queens Up Bonus Bet.
4. After each player has had the opportunity to place their bets, the house dealer shall announce "no more bets."
5. Immediately prior to the commencement of play and after each round of play has been completed, the house dealer shall shuffle the cards by use of a shuffle machine so that the cards are randomly intermixed. Upon completion of the shuffle, the device shall place the deck of cards in a single stack.
6. The shuffler deals the cards in stacks of five. The house dealer shall deliver the first stack of cards dealt by the shuffler to the player to the left of the player-dealer. As the remaining stacks are dealt by the shuffler, the house dealer shall deliver a stack in turn to each of the other players, including the player-dealer, moving clockwise around the table. The house dealer shall deliver each stack face-down.



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Crazy 4 Poker

Bureau of Gambling
Control

7. After the stacks have been dealt and delivered to each player and the player-dealer, the house dealer shall unload the remaining cards in the shuffler and place them into the discard rack without exposing the cards. This shall also initiate shuffling of the deck for the next round of play.
8. After the dealing procedures above have been completed, each player shall examine their cards.
9. Each player who wagers in Crazy 4 Poker shall be responsible for their own hand and no person other than the player or the house dealer may touch the cards of that player. Each player shall be required to keep their five cards in full view of the house dealer at all times.
10. After examination of the cards, each player who has placed an Ante wager shall have the option to either make a play wager or fold. If a player ends his or her participation in the round of play by folding, the player loses the Ante, Super Bonus and, if applicable, the Queens Up Bonus Bet.
 - a. If a player makes the play wager it must be equal to the Ante unless the player has at least a pair of aces.
 - b. If a player has a pair of aces or better, he/she can bet up to three times their Ante.
9. The house dealer shall offer this option to each player, starting with the player to the left of the player-dealer and moving clockwise around the table in order
10. After each player has either placed a wager on the table in the play wager area or forfeited their wager and hand, the house dealer shall collect all forfeited wagers and associated cards.

How Winners are Determined and Paid

The house dealer shall then reveal the player-dealer's cards and arrange their five cards to form the highest possible ranking four-card poker hand. The player-dealer must qualify with a minimum of king-high. Wagers shall be settled in the following order from player to player: the Play, Ante, Queens Up Bonus Bet, and then the Super Bonus Bet. The player-dealer shall first collect all losing wagers and then pay all winning wagers. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the players.

1. If the player-dealer does NOT qualify with a minimum of a king-high:
 - a. Starting with the player on the house dealer's right, bring the player's hand into the "work area" between the player-dealer's hand and the Queens Up Bonus Bet and reveal the player's cards.
 - b. Pay all play bets even money and push all Ante bets. Resolve Queens Up Bonus Bet and Super Bonus Bet as usual.
2. If the player-dealer qualifies with king-high or better:
 - a. Starting with the player on the house dealer's right, bring the player's hand into the "work area" between the player-dealer's hand and the Queens Up Bonus Bet and reveal the player's cards.
 - b. If the player's hand is higher than the player-dealer's, the play and Ante bets are paid even money.
 - c. If the player-dealer's hand beats the player's hand, the player loses.
 - d. If the player-dealer's hand and the player's hand are equal in rank and value, the hand is considered a tie and the Ante and play wagers shall push and be returned to the player.
 - e. Reconcile the Queens Up Bonus Bet and Super Bonus Bets normal.
3. All cards collected by the house dealer shall be picked up in order and placed in the discard rack in such a way that they can be readily arranged to reconstruct each hand in the event of a question or dispute.



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Crazy 4 Poker

Bureau of Gambling
Control

4. All action shall begin with the player to the left of the player-dealer position, moving clockwise around the table. No action button shall be utilized.

Bonus Bets**Super Bonus Bet**

The Super Bonus Bet wins when the player has a straight or better. However, failure to get at least a straight does not result in an automatic loss of the Super Bonus Bet.

- Super Bonus Bets must be placed prior to the initial deal.
- Super Bonus Bets may be made at any amount within table betting limits to qualify for a payoff.
- When the player has a Straight or better the player wins the Super Bonus Bet based on the payouts below, regardless if the player-dealer's hand qualifies or not.
- When the player has less than a Straight and loses to the player-dealer's qualifying hand, the player loses the Super Bonus Bet.
- The Super Bonus Bet shall push if the following occurs:
 - If a player has less than a Straight and beats the player-dealer's qualifying hands; or
 - If a player has less than a Straight and the player-dealer doesn't qualify.
- The player-dealer shall pay all winning Super Bonus Bets and shall collect all losing Super Bonus Bets.
- Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the players.

Super Bonus Bet Pay Table

Hand	Payout
Four Aces	200 to 1
Four of a Kind	30 to 1
Straight Flush	15 to 1
Three of a Kind	2 to 1
Flush	3 to 2
Straight	1 to 1

Queens Up Bonus Bet

The Queens Up Bonus Bet is an optional bet for Crazy 4 Poker. The rules are as follows:

- Queens Up Bonus Bets must be placed prior to the initial deal.
- Queens Up Bonus Bets may be made at any amount within table betting limits to qualify for a payoff.
- The Queens Up Bonus Bet considers the best four-card hand that each player can make with the five cards dealt to them. The bet wins when the player receives a Pair of queens or better. The bet loses when the player fails to get at least a Pair of queens.
- If the player's hand qualifies for a payout, the player is paid by the player-dealer according to the posted pay table below.
- If the player's hand does not qualify for a payout, the player-dealer collects the Queens Up Bonus bet.
- The player-dealer shall pay all winning Queens Up Bonus Bets and shall collect all losing Queens Up Bonus Bets.
- Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the players.

Crazy 4 Poker



APPROVED

JUL 31 2019

**Bureau of Gambling
Control**

Queens Up Bonus Bet Pay Table

Hand	Payout
Four of a Kind	50 to 1
Straight Flush	30 to 1
Three of a Kind	9 to 1
Flush	4 to 1
Straight	3 to 1
Two Pair	2 to 1
Queens or Better	1 to 1

APPROVED

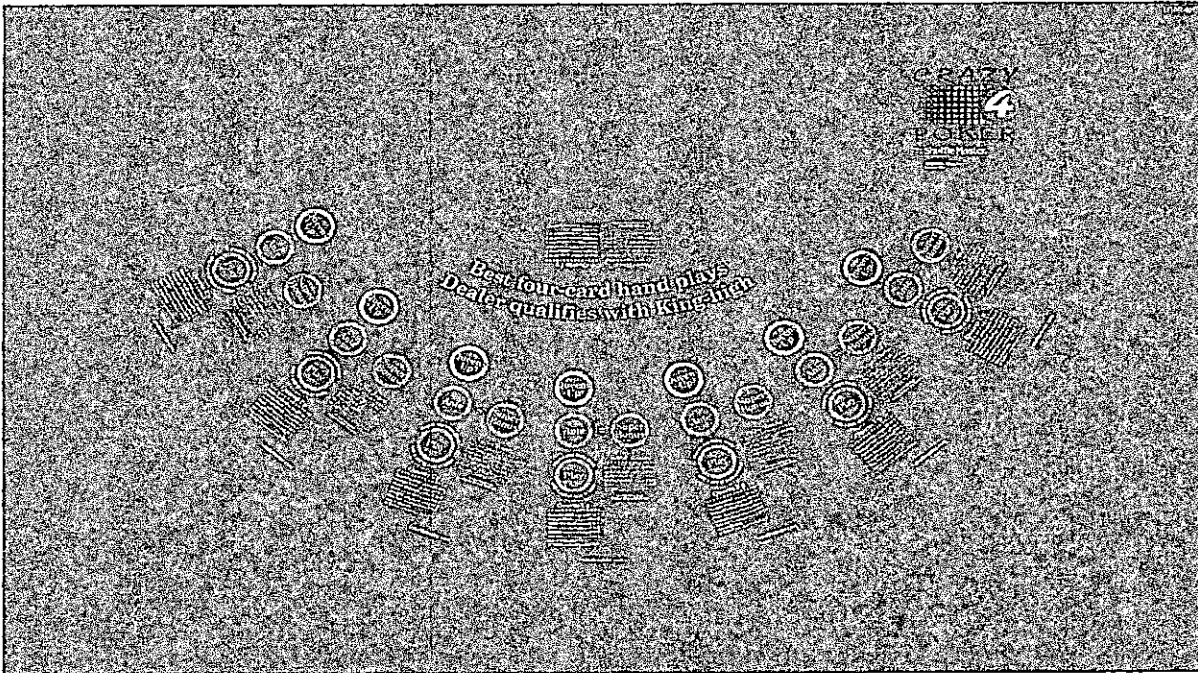
Crazy 4 Poker



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**Bureau of Gambling
Control**

Table Layout





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Crazy 4 Poker

Bureau of Gambling
ControlCollection Rates Schedule

For **schedule options 1 through 8**, the Player-Dealer Fee shall be taken per hand from the player-dealer position. For **schedule options 5 through 8**, the Player Fee shall be taken from each player for each base game wager placed. There shall also be a collection fee taken for each Promotional Bet Chip (GEGA-004406) used prior to the deal. There shall be no additional collection fee taken from players for placing any bonus bets. The bonus bets limit shall range from \$5-\$100, and may be less than, equal to, or greater than the base game wager. The collection fees shall be taken prior to cards being dealt or any round of play being conducted.

Schedule Option	Table Limit	Player-Dealer Fee	Player Fee	Promotional Chip Fee
1	\$5-\$100	\$2	\$0	\$1
2	\$10-\$100	\$2	\$0	\$1
3	\$25-\$100	\$3	\$0	\$1
4	\$50-\$300	\$5	\$0	\$1
5	\$5-\$100	\$2	\$1	\$1
6	\$10-\$100	\$2	\$1	\$1
7	\$25-\$100	\$3	\$1	\$1
8	\$50-\$300	\$5	\$3	\$1

For **schedule options 9 through 12**, the Player-Dealer Fee shall be taken per round from the player-dealer based on Total Table Action, which is the sum of all base game wagers placed. For **schedule option 9**, a collection fee shall also be taken from each player for each base game wager placed. There shall be no additional collection fee required from a player when placing a bonus bet. The bonus bets limit shall range from \$5-\$100, and may be less than, equal to, or greater than the base game wager. For **schedule options 10 through 12**, there shall be no collection fee taken from each player. The collection fees shall be taken prior to any cards being dealt or a round of play commencing.

Schedule Option	Table Limit	Total Table Action	Player-Dealer Collection	Player Collection
9	\$5-\$50	\$5-\$50	\$2	\$0.50
		\$51+	\$3	
10	\$5-No Limit	\$5-\$50	\$2	\$0
		\$51-\$300	\$3	
		\$301-\$500	\$4	
		\$501-\$1,000	\$7	
		\$1,001+	\$10	
11	\$10-No Limit	\$10-\$100	\$2	\$0
		\$101-\$400	\$3	
		\$401-\$700	\$4	
		\$701-\$1,500	\$7	
		\$1,501+	\$13	
12	\$25-No Limit	\$25-\$300	\$3	\$0
		\$301-\$700	\$6	
		\$701-\$1,200	\$9	
		\$1,201-\$2,000	\$15	
		\$2,001+	\$20	



JUL 31 2019

**Bureau of Gambling
Control**

Collection Procedures 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.
- Hustler 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.

XAVIER BECERRA
Attorney General

State of California
DEPARTMENT OF JUSTICE



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

July 31, 2019

Keith Sharp, Designated Agent
Hustler Casino
301 North Lake Avenue
Pasadena, CA 91101

TEMPORARY AUTHORIZATION

Effective Date: 07/31/2019

Expiration Date: 07/31/2021

BGC ID: GEGR-002065

RE: Casino War Temporary Approval

Dear Keith Sharp:

The Bureau of Gambling Control (Bureau) has reviewed Hustler Casino's request to offer the game of Casino War for play. This letter is to inform you that the Bureau is granting temporary authorization for the dates provided above.

Hustler 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 Hustler 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 Casino War; (2) notify all law enforcement agencies and gambling establishments if further review determines the game of Casino War to be unlawful; (3) require gambling establishments to cease and desist offering the game of Casino War 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.

Hustler Casino shall play the game of Casino War in accordance with the Bureau approved temporary rules, as enclosed.

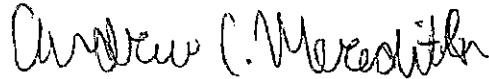
Although the Bureau has temporarily approved the game of Casino War, it is the sole responsibility of Hustler Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approval that may be required by the local jurisdiction before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

Hustler Casino
Casino War
Page 2 of 2

Any changes Hustler 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 Marie Yelavich at (916) 621-1569 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



Casino War

Bureau of Gambling
Control**Type of Game**

The game of Casino War 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

In the game of Casino War, one card is dealt face-up to each player and the player-dealer. The object of the game is for the player to have a card that is higher in rank than the player-dealer's card. Each player also has the option of placing a Tie Wager. If the player and the player-dealer are dealt cards of the same rank, the optional Tie Wager is paid 10 to 1.

Description of the Deck and Number of Decks Used

Shuffling Machine: Cards used to play Casino War shall be dealt from an automatic card shuffling device (shuffler).

Physical Characteristics: Cards used to play Casino War shall be in standard decks of fifty-two (52) cards.

Number of Decks: Cards used to play Casino War shall be played with at least twelve (12) decks of cards in accordance with the following requirements:

- The cards shall be separated into two batches with an equal number of decks included in each batch.
- The backs of the cards in each batch shall be of the same color and design, but of a different color than the cards included in the other batch.
- One batch of the cards shall be shuffled and stored in the shuffler while the other batch is being dealt or used to play the game.
- Both batches of cards shall be continuously alternated in and out of play, with each batch being used for every other dealing shoe.
- The cards from only one batch shall be placed in the discard rack at any given time.

Card Values and Hand Rankings

The rank of the cards used in Casino War shall be, in order from the highest to lowest rank: ace, king, queen, jack, 10, 9, 8, 7, 6, 5, 4, 3 and 2. All suits shall be considered equal in rank.

Description of Table Used and Total Number of Seated Positions

Casino War shall be played on a table having betting areas for eight places on one side for the players and the player-dealer. There is a place for the Casino house dealer on the opposite side of the table. Within each betting area, there shall be a separate circle for the placement of the Tie Wager.

Dealing Procedures and Round of Play

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. Backline betting is permitted on any wager.

Casino War



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**Bureau of Gambling
Control**

3. Prior to starting the first round of play after the cards have been cut and placed in the dealing shoe, the house dealer shall remove the first card from the shoe face down and, without revealing its rank to anyone, referred to as a "burn card", and place it in the discard rack, which shall be located on the table in front of or to the right of the house dealer. Each new house dealer who comes to the table shall also burn one card before dealing any cards in a round of play.
4. At the beginning of each round of play, each player shall be required to place a base game wager, keeping in mind the table minimum and maximum wagering limits. All base game wagers shall be placed prior to the house dealer announcing "no more bets."
5. Each player at a Casino War table, who has placed a base game wager, as required above, shall also have the option to make the optional Tie Wager. All Tie Wagers shall be placed prior to the house dealer announcing "no more bets."
6. No player shall touch any card used in the game of Casino War, other than the cutting card.
7. The house dealer shall, starting with the player farthest to the house dealer's left and continuing in a clockwise manner, deal the cards as follows:
 - a. One card face-up to each player who has placed a base game wager; and
 - b. One card face-up to the player-dealer.
8. After the dealing procedures above have been completed, the house dealer shall, beginning from the house dealer's left and proceeding around the table in a clockwise direction, compare the rank of each player's card with that of the player-dealer's card and settle all base game wagers and then all Tie Wagers. No action button shall be used.

How Winners are Determined and Paid

1. The following shall apply when determining whether the player wins, loses or pushes.
 - a. If a player's card is lower in rank than the player-dealer's card, the player shall lose their base game wager and, if applicable, their Tie Wager.
 - b. If a player's card is higher in rank than the player-dealer's card, the player shall win their base game wager and, if applicable, lose their Tie Wager.
 - c. If the player's card and the player-dealer's card are of equal rank, the Tie Wager shall pay 10 to 1 and the player shall be given the following two options:
 - i. The player may surrender one-half of their base game wager and end their participation in that round of play. If a player selects this option, the house dealer shall collect one-half of the player's base game wager and place it in front of the player-dealer position. The house dealer shall return the remaining one-half of the base game wager to the player.
 - ii. The player may place a War wager equal to the base game wager. The player-dealer shall place a wager equal to the player's base game wager.
2. All losing base game wagers and Tie Wagers shall be collected by the house dealer and placed in front of the player-dealer. All winning base game wagers and Tie Wagers shall be paid by the player-dealer.
3. After settling all base game wagers and Tie Wagers, the house dealer shall collect the cards of all players except for the cards of those players with a tie and who have elected to go to War. The collected cards shall be placed in the discard rack in a manner that permits the reconstruction of each hand of the original deal in case of a question or dispute.
4. If any player elects to make a War wager upon the occurrence of a tie hand, the house dealer shall confirm the placement of the War wager and collect the full amount of the player's base game wager. The player's card and the player-dealer's card from the original deal shall remain exposed during the War deal.



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Casino War**Bureau of Gambling
Control**

5. The War deal shall begin with the house dealer discarding three burn cards and then dealing the next card face-up to the first active player to the house dealer's left who has placed a War wager. The player's War deal card shall be placed on the table adjacent to the player's card from the original deal. The house dealer shall then proceed around the table in a clockwise direction, repeating the process for each player who has placed a War wager and the player-dealer.
6. After the dealing procedures above have been completed, the house dealer shall, beginning from the house dealer's left and proceeding around the table in a clockwise direction, compare the rank of each player's card from the War deal to the player-dealer's card from the War deal and settle all War wagers.
 - a. If the player's card in the War deal is lower in rank than the player-dealer's card in the War deal, the player loses.
 - b. If the player's card in the War deal is higher in rank than the player-dealer's card in the War deal, the player shall win.
 - c. If the player and the player-dealer's cards are of equal rank on the War wager, the player wins and is paid 2 to 1.
7. The player-dealer is never required to cover all opposing players' Casino War wagers. Payoffs of Casino War wagers are limited to the amount of the player-dealer's Casino War wager. The house never participates as a player-dealer. There is no maximum on the player-dealer's Casino War wager.

Bonus Bet**Tie Wager**

Each player has the option of placing a Tie Wager. If the player and the player-dealer have the same rank of card, the Tie Wager is paid 10 to 1.

APPROVED

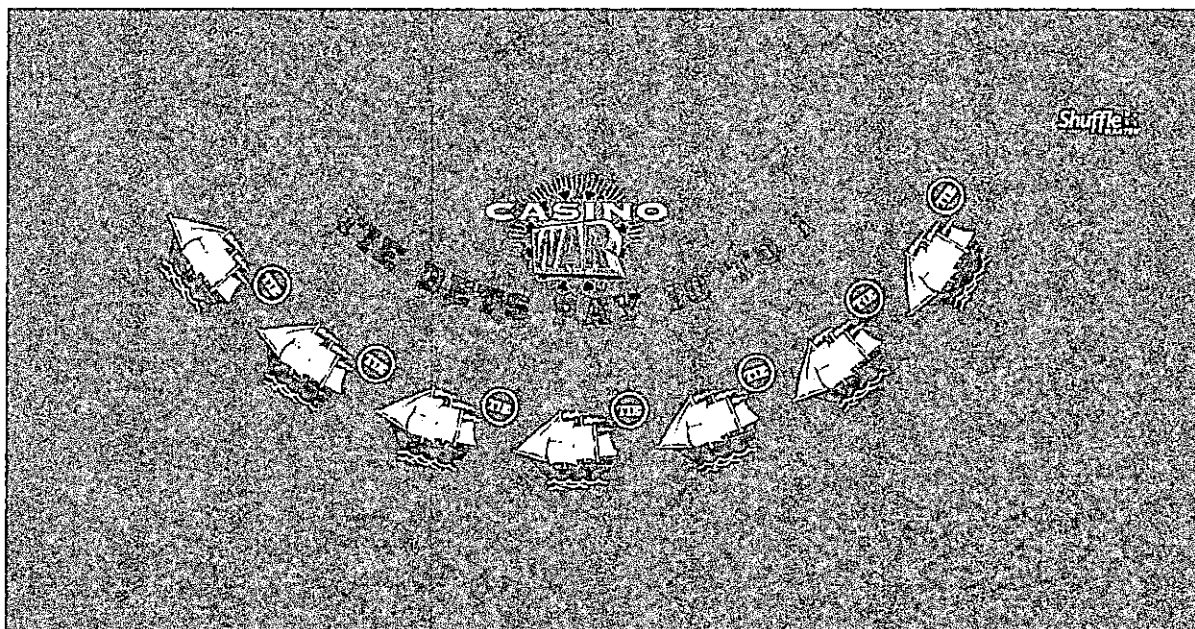
Casino War



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**Bureau of Gambling
Control**

Table Layout




**Bureau of Gambling
Control**
Collection Rates Schedule

For **schedule options 1 through 8**, the Player-Dealer Collection shall be taken per hand from the player-dealer position. For **schedule options 1 through 4**, there shall be no collection fee taken from any player or backline bettor for placing any base game wager or the optional Tie Wager. For **schedule options 5 through 8**, a collection fee shall be taken from each player and backline bettor for each base game wager placed. There shall also be a collection fee taken for each Promotional Bet Chip (GEGA-004406) used prior to the deal. There shall be no additional collection fee taken from players or backline bettors for placing any Tie Wager or War wager. The Tie Wager limit shall range from \$5 - \$100 and may be less than, equal to, or greater than the base game wager. The collection fees shall be taken prior to cards being dealt or any round of play being conducted.

Schedule Option	Table Limit	Player-Dealer Collection	Player Collection	Promotional Chip Collection
1	\$5-\$100	\$2	\$0	\$1
2	\$10-\$100	\$2	\$0	\$1
3	\$25-\$100	\$3	\$0	\$1
4	\$50-\$300	\$5	\$0	\$1
5	\$5-\$100	\$2	\$1	\$1
6	\$10-\$100	\$2	\$1	\$1
7	\$25-\$100	\$3	\$1	\$1
8	\$50-\$300	\$5	\$3	\$1

For **schedule options 9 through 12**, the Player-Dealer Collection fee shall be taken per round from the player-dealer based on Total Table Action, which is the sum of all base game wagers and Tie Wagers placed. For **schedule option 9**, a collection fee shall also be taken from each player and backline bettor for each base game wager placed. There shall be no additional collection fee required from a player or backline bettor when placing a Tie Wager or War Wager. The Tie Wager limit shall range from \$5 - \$100 and may be less than, equal to, or greater than the base game wager. For **schedule options 10 through 12**, there shall be no collection fee taken from any player or backline bettor. The collection fees shall be taken prior to any cards being dealt or a round of play commencing.

Schedule Option	Table Limit	Total Table Action	Player-Dealer Collection	Player Collection
9	\$5-\$50	\$5-\$50	\$2	\$0.50
		\$51+	\$3	
10	\$5-No Limit	\$5-\$50	\$2	\$0
		\$51-\$300	\$3	
		\$301-\$500	\$4	
		\$501-\$1,000	\$7	
		\$1,001+	\$10	
11	\$10-No Limit	\$10-\$100	\$2	\$0
		\$101-\$400	\$3	
		\$401-\$700	\$4	
		\$701-\$1,500	\$7	
		\$1,501+	\$13	

Casino War



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12	\$25-No Limit	\$25-\$300	\$3	\$0
		\$301-\$700	\$6	
		\$701-\$1,200	\$9	
		\$1,201-\$2,000	\$15	
		\$2,001+	\$20	

Collection Procedures 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.
- Hustler 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

July 31, 2019

Keith Sharp, Designated Agent
Hustler Casino
301 North Lake Avenue
Pasadena, CA 91101

TEMPORARY AUTHORIZATION

Effective Date: 07/31/2019

Expiration Date: 07/31/2021

BGC ID: GEGR-002070

RE: Mississippi Stud 3 Card Bonus Temporary Approval

Dear Keith Sharp:

The Bureau of Gambling Control (Bureau) has reviewed Hustler Casino's request to offer the game of Mississippi Stud 3 Card Bonus for play. This letter is to inform you that the Bureau is granting temporary authorization for the dates provided above.

Hustler 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 Hustler 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 Mississippi Stud 3 Card Bonus; (2) notify all law enforcement agencies and gambling establishments if further review determines the game of Mississippi Stud 3 Card Bonus to be unlawful; (3) require gambling establishments to cease and desist offering the game of Mississippi Stud 3 Card Bonus 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.

Hustler Casino shall play the game of Mississippi Stud 3 Card Bonus in accordance with the Bureau approved temporary rules, as enclosed.


Although the Bureau has temporarily approved the game of Mississippi Stud 3 Card Bonus, it is the sole responsibility of Hustler 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 Mississippi Stud 3 Card Bonus is offered for play. Hustler Casino shall be fully responsible for ensuring that any approval required by local law enforcement is obtained prior to offering the game of Mississippi Stud 3 Card Bonus for play.

Hustler Casino
Mississippi Stud 3 Card Bonus
Page 2 of 2

Any changes Hustler 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 Marie Yelavich at (916) 621-1569 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

Mississippi Stud 3 Card Bonus



JUL 31 2019

Bureau of Gambling
Control**Type of Game**

The game of Mississippi Stud 3 Card Bonus 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 Mississippi Stud 3 Card Bonus is for the players and the player-dealer to use their two cards and the three community cards in forming the best possible five-card poker hand.

Description of the Deck and Number of Decks Used

Mississippi Stud 3 Card Bonus shall be played with two alternating decks, each consisting of 52 cards and no joker. The back of each deck shall be a different color. One deck will be shuffled by the automated card shuffling device while the other is used to play the game, and both decks will be continuously alternated in and out of play every other round. The cards from only deck shall be placed in the discard rack at any given time. If the automated shuffling machine malfunctions, the cards will be shuffled by the house dealer by hand.

Card Values and Hand Rankings

Cards for the game of Mississippi Stud 3 Card Bonus shall rank from highest to lowest as follows: ace, king, queen, jack, 10, 9, 8, 7, 6, 5, 4, 3, and 2. An ace may be used to complete a straight flush or a straight formed with a 2, 3, 4, and 5. An ace may not be used to complete any other straight flush or straight. Hand rankings from highest to lowest shall be as follows:

Hand Ranking Chart

Hand Dealt	Hand Requirements
Royal Flush	A hand comprised of an ace, king, queen, jack and 10 of the same suit.
Straight Flush	A hand comprised of five cards of the same suit in consecutive ranking. 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 comprised of four cards of the same rank. Four aces is the highest ranked Four of a Kind and four 2s is the lowest ranked Four of a Kind.
Full House	A hand comprised 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 comprised of five cards of the same suit, but 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.
Straight	A hand comprised of five cards that are in consecutive ranking, but 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 comprised of three cards of the same rank. Three aces is the highest ranked Three of a Kind and three 2s is the lowest ranked Three of a Kind.
Two Pairs	A hand comprised of two pairs. Two aces and two kings is the highest ranked Two Pairs and two 3s and two 2s is the lowest ranked Two Pairs.

Mississippi Stud 3 Card Bonus



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One Pair	A hand comprised of two cards of the same rank. Two aces is the highest ranked Pair and two 2s is the lowest ranked Pair.
High Card	A hand comprised 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 the lowest ranked High Card hand.

Description of Table Used and Total Number of Seated Positions

The game shall be played on a standard blackjack table that accommodates up to five players and a player-dealer position for a total of six seated positions. Within each betting area for each seated player, there shall be separate betting spaces specifically designated for each separate wager, the ante, 3rd Street, 4th Street, 5th street, and the 3 Card 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

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. Backline betting is not permitted on any base game wager or bonus bet.
3. Immediately prior to the commencement of play and after each round of play has been completed, the house dealer shall shuffle the cards by use of a shuffle machine so that the cards are randomly intermixed. Upon completion of the shuffle, the shuffling device shall dispense the cards in stacks. The first stack dispensed shall contain three cards and all remaining stacks shall contain two cards.
4. The house dealer shall wait for each player to place their Ante wagers as well as any bonus bets. After each player has had the opportunity to place their Ante wagers and bonus bets, the house dealer will announce, "no more bets."
5. The house dealer shall deliver the first stack of three cards face-down in the designated area in front of the house dealer. This stack of cards shall serve as the community cards.
6. The house dealer shall then deliver the a second stack, containing two cards, dispensed by the shuffler, face-down, to the player farthest to their left who has placed a wager. As the remaining stacks of two cards are dispensed by the shuffler, the house dealer shall deliver a stack in turn to each of the other players who have placed a wager, moving clockwise around the table. The house dealer shall deliver each stack face-down.
7. The house dealer shall remove the remaining cards from the automated shuffler.
8. After the stacks have been delivered to each player and the community cards have been dealt, the house dealer shall place the remaining cards into the discard rack without exposing the cards.
9. After the dealing procedures above have been completed but before the house dealer exposes the community cards, each player shall examine their cards.
10. After examination of the cards, each player who has placed an Ante wager shall have the option to either make a 3rd Street wager in an amount equal to one, two, or three times the amount of their Ante wager or fold and forfeit the Ante wager and end their participation in the round of play with the exception of a player that placed a 3 Card Bonus bet. The house dealer shall offer this option to each player, starting with the player farthest to the left of the house dealer and move clockwise around the table in order.



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Mississippi Stud 3 Card Bonus

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11. After each player has either placed a wager on the table in the 3rd Street wager area or forfeited their wager and hand, the house dealer shall collect all forfeited wagers and associated cards, placing them in the discard rack unless the player made a 3 Card Bonus bet. If the player has placed a wager on the 3 Card Bonus bet and folds, the house dealer will remove the base game wager and tuck the folded cards under the player's 3 Card Bonus bet.
12. After all decisions have been made regarding the 3rd Street wager, the house dealer shall then turn over and reveal the first community card (the community card located to the house dealer's farthest left).
13. Each player shall then either place a 4th Street wager in an amount equal to one, two, or three times the amount of the player's Ante wager or fold and forfeit the Ante and 3rd Street wagers and end their participation in the round of play with the exception of a player that placed a 3 Card Bonus bet. The house dealer shall offer this option to each player, starting with the player farthest to the left of the house dealer and move clockwise around the table in order.
14. After each player has either placed a wager on the table in the 4th Street wager area or forfeited their wager and hand, the house dealer shall collect all forfeited wagers and associated cards, placing them in the discard rack unless the player made a 3 Card Bonus bet. If the player has placed a wager on the 3 Card Bonus bet and folds, the house dealer will remove the base game wager and 3rd Street wager and tuck the folded cards under the player's 3 Card Bonus bet.
15. After all decisions have been made regarding the 4th Street wager, the house dealer shall then turn over and reveal the second community card (the community card located in the center of the three community cards).
16. Each player shall then either place a 5th Street wager in an amount equal to one, two, or three times the amount of the player's Ante wager or fold and forfeit the Ante, 3rd Street, and 4th Street wagers and end their participation in the round of play with the exception of a player that placed a 3 Card Bonus bet. The house dealer shall offer this option to each player, starting with the player farthest to the left of the house dealer and move clockwise around the table in order.
17. After all decisions have been made regarding the 5th Street wager, the house dealer shall then turn over and reveal the third community card (the community card located to the house dealer's farthest right). Players that fold prior to the third community card being revealed shall have their wagers collected immediately.
18. The house dealer shall then evaluate and announce the best possible five-card poker hand that can be formed using the player's two cards and the three community cards, starting with the player to the farthest right of the house dealer proceeding in a counterclockwise manner around the table. The wagers of each remaining player shall be resolved one player at a time regardless of the outcome. The hand of the player shall then be immediately collected by the house dealer and placed in the discard rack.
19. If the hand of the player is a push (a pair of sixes, sevens, eights, nines, or tens), the house dealer shall not collect or pay the wagers, but shall immediately collect the cards of that player.
20. All cards collected by the house dealer shall be picked up in order and placed in the discard rack in such a way that they can be readily arranged to reconstruct each hand in the event of a question or dispute.
21. All winning wagers shall be paid in accordance with the payout odds listed in the pay table.



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Mississippi Stud 3 Card Bonus

Bureau of Gambling
ControlHow Winners are Determined and Paid

- Wagers shall be settled in the following order from player to player: Ante wager, 3rd Street wager, 4th Street wager, 5th Street wager, and 3 Card Bonus Bet (if placed).
- No action button is utilized. Action on payouts shall begin with the player to the farthest right of the house dealer and continue counterclockwise from player to player.
- Once the player-dealer's wager has been exhausted, any wagers not covered by the player-dealer will be returned to the players.

Winning Ante, 3rd Street, 4th Street, and 5th Street wagers will be paid as follows:

Mississippi Stud 3 Card Bonus Payout Table

Hand	Payout
Royal Flush	500 to 1
Straight Flush	100 to 1
Four of a Kind	40 to 1
Full House	10 to 1
Flush	6 to 1
Straight	4 to 1
Three of a Kind	3 to 1
Two Pair	2 to 1
Pair of Jacks or Better	1 to 1
Pair of 6s, 7s, 8s, 9s, or 10s	Push
All other hands	Lose

Bonus Bet**3 Card Bonus**

The 3 Card Bonus is an optional bonus bet attached to the game of Mississippi Stud that considers the three community cards. The 3 Card Bonus may be less than equal to, or greater than the Ante wager so long as it is within table limits. The rules are as follows:

- A player may only place a 3 Card Bonus if they have also placed an Ante wager prior to the initial deal.
- All 3 Card Bonus bets must be placed prior to any cards being dealt.
- The 3 Card Bonus may win or lose regardless of the Ante, 3rd Street, 4th Street, or 5th Street wagers.
- The 3 Card Bonus shall not be forfeited if the player chooses to fold their hand.
- The player-dealer shall pay all winning 3 Card Bonus bets and collect all losing 3 Card Bonus bets.
- Winning 3 Card Bonus bets shall be paid as shown below:

3 Card Bonus Bet Pay Table

Hand	Payout
Straight Flush	40 to 1
Three of a Kind	30 to 1
Straight	6 to 1
Flush	4 to 1
Pair	1 to 1

APPROVED

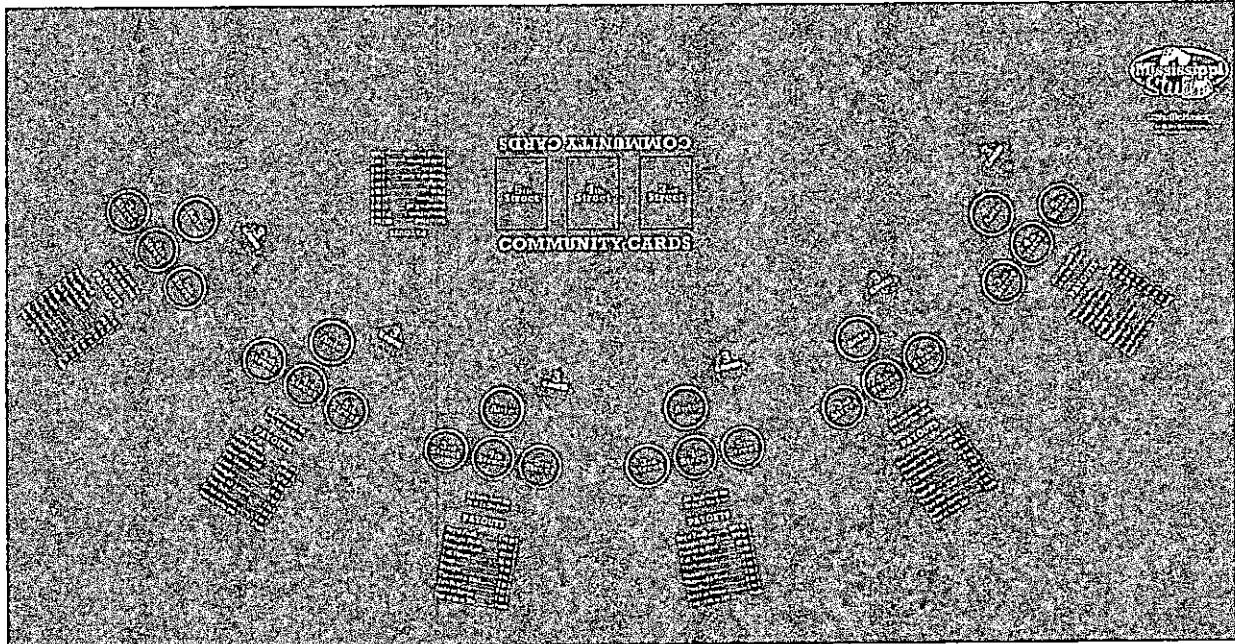
Mississippi Stud 3 Card Bonus



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Bureau of Gambling
Control

Table Layout





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Mississippi Stud 3 Card Bonus

Bureau of Gambling
Control**Collection Rates Schedule**

For **schedule options 1 through 6**, the Player Fee shall be taken from each player for each base game wager they place. No collection shall be taken from any player for placing a 3 Card Bonus bet. The Player-Dealer Fee shall be taken per hand from the player-dealer position. No additional collection shall be taken from the player-dealer position for any 3 Card Bonus bet placed by any player. The 3 Card Bonus bet may be less than, equal to, or greater than the ante wager, so long as it is within table limits. Backline betting is not permitted on any base game wager or bonus bet. All collection fees shall be taken prior to any cards being dealt or round of play being conducted.

Minimum Wagering Limits shall be between \$5 and \$50

Maximum Wagering Limits shall be between \$100 and \$300

Schedule Option	Player Fee	Player-Dealer Fee
1	\$0	\$2
2	\$1	\$2
3	\$0	\$3
4	\$1	\$3
5	\$0	\$5
6	\$1	\$5

For **schedule options 7 through 10**, the Player-Dealer 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. Additionally, the Player Fee shall be taken from each player for each base game wager they place. No additional collection shall be taken from any player or the player-dealer for any 3 Card Bonus bets placed. The 3 Card Bonus bet may be less than, equal to, or greater than the base game wager, so long as it is within table limits. Backline betting is not permitted on any base game wager or bonus bet. All collection fees shall be taken prior to any cards being dealt or round of play being conducted.

Minimum Wagering Limits shall be between \$5 and \$25

Maximum Wagering Limits shall be between \$50 and No Limit

Schedule Option	Total Table Action	Player-Dealer Fee	Player Fee
7	\$5 - \$50	\$2	\$0.50
	\$51+	\$3	
8	\$5 - \$50	\$2	\$0
	\$51 - \$300	\$3	
	\$301 - \$500	\$4	
	\$501 - \$1,000	\$7	
	\$1,001+	\$10	
9	\$10 - \$100	\$2	\$0
	\$101 - \$400	\$3	
	\$401 - \$700	\$4	
	\$701 - \$1,500	\$7	
	\$1,501+	\$13	
10	\$25 - \$300	\$3	\$0
	\$301 - \$700	\$6	
	\$701 - \$1,200	\$9	
	\$1,201 - \$2,000	\$15	
	\$2,001+	\$20	

Mississippi Stud 3 Card Bonus**JUL 31 2019****Bureau of Gambling
Control****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.
- Hustler 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: August 13, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: AUTHORIZE PAYMENT TO THE COUNTY OF LOS ANGELES FOR ANNUAL SERVICES PROVIDED IN THE AMOUNT OF \$173,000 FOR INDUSTRIAL WASTE SERVICES AND TRAFFIC SIGNAL MAINTENANCE PERFORMED AT SHARED INTERSECTIONS

COUNCIL ACTION REQUIRED:

Authorize payment to the County of Los Angeles for Annual Services Provided

Action Taken

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council authorize payment to the County of Los Angeles for ongoing services being provided for the maintenance of traffic signals in shared intersections with the City of Gardena, as well as the County providing industrial waste inspections and plan reviews.

Through an agreement, dating back to 1958, the County of Los Angeles agrees to perform sewer and industrial waste inspections on behalf of the City of Gardena so that the enforcement of any applicable state requirements, as well as compliance with city ordinance provisions, are being met.

In addition, through a cooperative agreement that has been in place since 1982, the County of Los Angeles is responsible for providing basic traffic signal maintenance for the intersections within the jurisdictional boundary that include: El Segundo Boulevard from Crenshaw Boulevard to Vermont Avenue; and Crenshaw Boulevard from El Segundo Boulevard to Redondo Beach Boulevard.

FINANCIAL IMPACT/COST:

Budget Amount : \$173,000

Funding Source: Industrial Waste \$145,000 (Funded by revenue received from Los Angeles County);
Traffic Signal Maintenance \$28,000 (General Fund)

ATTACHMENTS:

- 1) Industrial Waste Agreement
- 2) Traffic Signal Maintenance Agreement

Submitted by , Joseph Cruz, General Services Director

Date 8/8/19

Concurred by , Edward Medrano, City Manager

Date 8/8/19

AGREEMENT - INDUSTRIAL WASTE

THIS AGREEMENT, made and entered into this 22nd day of April, 1958, by and between the COUNTY OF LOS ANGELES, hereinafter sometimes referred to as "County", and the CITY OF GARDENA, hereinafter sometimes referred to as "City".

W I T N E S S E T H:

THAT WHEREAS, the City has heretofore, on February 25, 1958, adopted Ordinance No. 449, "Sanitary Sewers and Industrial Waste"; and

WHEREAS, the City is desirous of contracting with the County for the enforcement of such ordinance provisions and the performance of services with respect to industrial waste as in said ordinance set forth; and

WHEREAS, the County of Los Angeles is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contract is authorized and provided for by the provisions of Section 564 of the Charter of the County of Los Angeles, and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees, through the Engineer of the County of Los Angeles, to provide enforcement of the industrial waste provisions of the above referred to city ordinance and the necessary services incident thereto.

Such services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by the County Engineer of the County of Los Angeles under the Charter of said County, the statutes of the State, and the

1 various County ordinances.

2 The level of service provided shall be that same basic
3 level of service that now is and shall be hereafter during the
4 term of this agreement provided for unincorporated areas of the
5 County of Los Angeles by said Engineer as requested by the Engi-
6 neer of the City of Gardena.

7 The rendition of such services, the standards of perfor-
8 mance, and other matters incidental to the performance of such
9 services, including the controlling of personnel so employed,
10 shall remain in the County. In the event of dispute between the
11 parties as to the extent of the duties and functions to be render-
12 ed hereunder, or the level or manner of performance of such ser-
13 vice, the determination thereof made by the Engineer of the County
14 shall be final and conclusive as between the parties.

15 The services shall include the enforcement of any appli-
16 cable State statutes and all provisions of the above referred to
17 city ordinance as the same now exists or may be hereafter amended.

18 The services shall include the inspection of open sani-
19 tary fills only in the event that the city, by action of its
20 Council, requests such services.

21 2. To facilitate the performance of said functions it is
22 agreed that the County shall have full cooperation and assistance
23 from the city, its officers, agents and employees.

24 3. For the purpose of performing said functions, County
25 shall furnish and supply all necessary labor, supervision, equip-
26 ment and supplies necessary to maintain the level of service to
27 be rendered hereunder.

28 Notwithstanding anything hereinbefore contained, it is
29 agreed that in all instances wherein special supplies, station-
30 ery, notices, forms and the like must be issued in the name of
31 said City, the same shall be supplied by said City at its own
32 cost and expense.

1 4. All persons employed in the performance of such services
2 and functions for said City shall be County employees and no City
3 employee as such shall be taken over by said County, and no per-
4 son employed hereunder shall have any City pension, civil service,
5 or any status or right.

6 For the purpose of performing such services and functions
7 and for the purpose of giving official status to the performance
8 thereof where necessary, every County officer and employee en-
9 gaged in the performance of any service hereunder shall be deemed
10 to be an officer or employee of said City while performing ser-
11 vices for said City, which services are within the scope of this
12 agreement and are purely municipal functions.

13 5. City shall not be called upon to assume any liability
14 for the direct payment of any salaries, wages, or other compensa-
15 tion to any County personnel performing services hereunder for
16 said County, or any liability other than that provided for in
17 this agreement.

18 Except as herein otherwise specified, the City shall not
19 be liable for compensation or indemnity to any County employee
20 for injury or sickness arising out of his employment.

21 6. County, its officers and employees, shall not be deemed
22 to assume any liability for intentional or negligent acts of said
23 City or of any officer or employee thereof, and said City shall
24 hold said County and its officers and employees harmless from, and
25 shall defend said County and its officers and employees against,
26 all claims for damages resulting therefrom.

27 Notwithstanding the provisions of this paragraph herein-
28 before set forth, either party may terminate this agreement as of
29 the first day of July of any year upon notice in writing to the
30 other party of not less than two calendar months prior to the
31 date of such termination.

32 7. This contract is entered into with the understanding

1 that the City will maintain in full force and effect, including
2 the amount of fees provided, an ordinance substantially identical
3 with the provisions of County Ordinance No. 6130. This contract
4 may be terminated by the County without necessity of notice if
5 City does not enact amendments to said ordinance in accordance
6 with amendments to County Ordinance No. 6130 within one hundred
7 twenty days after request to do so by County. The County Engineer,
8 acting on behalf of the County, may use discretion and need not
9 request City to adopt amendments which do not apply to the City
10 or its problems.

11 8. The City agrees to pay County, within sixty days, any
12 expenditures for services, upon rendition of an itemized state-
13 ment, for the purpose of this agreement, which shall be the entire
14 cost to the County of performing each such function, including
15 salaries of employees engaged in performing the service, as well
16 as vacation, sick leave, retirement, workmen's compensation in-
17 surance premiums, supervision over such employees while so employ-
18 ed, traveling expenses and supplies, plus a pro-rate of indirect
19 expenses. If the cost for providing the service is changed, the
20 City shall be notified of such change, in writing.

21 9. It is further agreed that the City shall not be charged
22 for periodic inspections of facilities for pre-treatment of in-
23 dustrial waste prior to discharge into sanitary sewers in the
24 event that the cost of such services has been defrayed by funds
25 of a Sower Maintenance District.

26 10. The County agrees to keep such books and records and in
27 such form and manner as the County Auditor of the County of Los
28 Angeles shall specify. Said books shall be open for examination
29 by said City at all reasonable times.

30 11. This contract shall become effective on execution and
31 shall continue in full force and effect until June 30, 1952, DMC
32 unless terminated as provided in paragraph 6 hereof. This

1 agreement shall be automatically renewed from year to year for
2 successive one-year periods thereafter.

3 IN WITNESS WHEREOF, the City of Gardena by resolution duly
4 adopted by its City Council, caused this agreement to be signed
5 by its Mayor and attested by its Clerk, and the County of Los
6 Angeles, by order of its Board of Supervisors, has caused these
7 presents to be subscribed by the Chairman of the said Board and
8 the seal of said Board to be affixed thereto and attested by the
9 Clerk of said Board, all on the day and year first above written.

10
11 CITY OF GARDENA

12 By

13 ATTEST:

J. L. ...
Mayor

14
15 W. ...
City Clerk

16
17 COUNTY OF LOS ANGELES

18 By

19
20 ATTEST:

B. ...
Chairman, Board of Supervisors

21 HAROLD J. OSTLY, County Clerk
22 and ex officio Clerk of the
Board of Supervisors

23 By

24 J. ...
25 Deputy

26
27
28
29
30
31 Approved as in form
HAROLD W. KENNEDY
County Counsel

32 J. ...
Deputy

CLERK'S CERTIFICATE

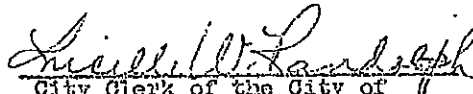
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS
CITY OF GARDENA }

I, LUCILLE W. RANDOLPH, City Clerk of the City of Gardena, California, do hereby certify that the City Council of said City, in adjourned regular meeting held April 9, 1958, adopted the following minute resolution:

"RESOLVED, that a copy of that certain Agreement between the COUNTY OF LOS ANGELES and the CITY OF GARDENA wherein the County of Los Angeles agrees to enforce the provisions of Ordinance No. 449 (Sanitary Sewers and Industrial Waste), be received and placed on file in the office of the City Clerk, and as so on file be and it is hereby referred to and by this reference incorporated herein and made a part hereof; and

BE IT FURTHER RESOLVED, that this City Council approves each and all of the terms and conditions therein set forth, and the Mayor be and he is hereby authorized and instructed to execute said Agreement on behalf of the City of Gardena and in its name; the City Clerk to attest the same, affix the official seal of said City thereto, and make delivery thereof in due course."

This certificate is dated this 11th day of April, 1958.


City Clerk of the City of
Gardena, California

(SEAL)

A G R E E M E N T

The COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF GARDENA, a municipal corporation, hereinafter referred to as "CITY", do enter into the following Agreement:

WHEREAS, COUNTY AND CITY desire to provide for the maintenance of traffic signal, illuminated street name sign and highway safety lighting installations at locations which are partially or wholly under jurisdiction of one or both of the parties hereto, and to arrange herein for the particular maintenance functions to be performed and to specify the cost of such maintenance;

NOW THEREFORE, it is mutually agreed as follows:

1. COUNTY will perform routine traffic signal, illuminated street name sign and highway safety lighting maintenance, hereinafter referred to as "routine maintenance", and extraordinary traffic signal, illuminated street name sign and highway safety lighting maintenance, hereinafter referred to as "extraordinary maintenance", at locations shown in Appendix "A" and "C", and CITY shall perform such services at locations shown in Appendix "B".

(a) For each highway intersection shown in Appendix "A" and "B", the parties hereto shall share the expense of such services in the same proportion that the number of approaches or percentages of approaches under their respective jurisdiction bears to the total number of approaches entering said intersection.

10-A

(b) For each highway intersection shown in Appendix "C", COUNTY will bear the full expense of those traffic signal maintenance services which are included in routine maintenance. The expense of all extraordinary maintenance shall be shared by the parties hereto in the same proportion that the number of approaches or percentages of approaches under their respective jurisdiction bears to the total number of approaches entering said intersection.

The jurisdictional share at an intersection shall be determined by the methods described in Appendix D.

2. Subject to receipt of a Service Request from City and to the availability of COUNTY personnel and equipment, County will perform traffic signal, illuminated street name sign and highway safety lighting maintenance, hereinafter referred to as "emergency maintenance", at any location not included in Appendix "A" or "C" and under jurisdiction of CITY only upon request from authorized CITY employees, said employees to be designated by CITY in writing.

3. Routine maintenance includes patrolling for traffic signal malfunctions, illuminated street name sign and highway safety lighting outages; inspection, testing, and timing of traffic signal controllers, and field repairs made during routine inspection.

4. Each party that provides routine maintenance shall establish a flat monthly rate per intersection for routine maintenance.

This monthly rate shall be the average monthly cost of routine maintenance for all traffic signals that each maintains and operates, regardless of location. These monthly rates shall be used for billing and shall be revised and adjusted for each fiscal year to ensure an equitable annual cost.

5. Extraordinary maintenance includes addition or replacement of major traffic signal, illuminated street name sign and highway safety lighting equipment due to obsolescence, wear or inadequacy; repair due to damage from any cause, including vandalism, except those field repairs made to equipment internal to the controller cabinet during routine maintenance inspection calls; replacement of inductive loop detectors and detector pads; extensive repainting; and relamping and replacement of ballasts for illuminated street name signs and highway safety lighting. Excepted are those highway safety lighting installations owned and maintained by the Southern California Edison Company.

6. Extraordinary maintenance which exceeds \$500 in cost (except that necessary to maintain operation) shall be subject to the approval of CITY'S authorized designate, when performed by COUNTY, and subject to the written approval of the Road Commissioner or his authorized designate, when performed by CITY. All costs shall be assessed directly against the installation involved. Denial of such approval shall void the provisions of Paragraph 2 of the hereinafter noted "Assumption of Liability Agreement".

7. Emergency maintenance referred to in Paragraph 2 above includes repairs to traffic signal, illuminated street name sign and highway safety lighting due to malfunction or damage from any cause including vandalism, and replacement of any components necessary to ensure satisfactory service. Excepted are those highway safety lighting installations maintained by Southern California Edison Company.

8. In the event that the City issues a Service Request to the County for emergency maintenance, as described in Paragraph 2 and 7 above, the County will bill all costs incurred for the work to the Service Request and the City shall be responsible for distributing the charges and rebilling any other jurisdictions, if appropriate.

9. COUNTY will provide for the furnishing of electrical energy at locations shown in Appendix "A" and "C" which are partially under the jurisdiction of either of the parties hereto, and CITY shall provide for the furnishing of electrical energy at locations shown in Appendix "B" which are partially under the jurisdiction of either of the parties hereto. Each party hereto will provide for the furnishing of electrical energy at locations, whether shown in Appendix "A", "B" or "C", which are wholly within their respective jurisdiction. The expense of all electrical energy shall be shared by the parties hereto in the same proportion that

the number of approaches or percentages of approaches under their respective jurisdiction bears to the total number of approaches entering said intersection.

10. Bills for all emergency maintenance, routine maintenance, extraordinary maintenance, and electrical energy shall be rendered monthly. The first bill for routine maintenance in the fiscal year shall show the itemization of salaries and wages, material, equipment, and appropriate overheads upon which the flat rates referred to in Paragraph 4 are based. Materials shall include miscellaneous items of service and expense. All bills for emergency maintenance and extraordinary maintenance shall show the itemization specified above.

11. On bills for routine, emergency, and extraordinary maintenance, current percentages may be added to salaries and wages for overhead and to equipment costs for depreciation of equipment. These percentages, if added, shall be shown as separate items in the rates for routine maintenance and on the bill for emergency and extraordinary maintenance.

12. Traffic signal, illuminated street name sign or highway safety lighting installations may be added to or deleted from Appendix "A", "B" or "C" under the terms of this Agreement by so stipulating in subsequent installation or modification agreements or by written approval of both the Road Commissioner of the County of Los Angeles and CITY'S authorized designate, the same procedure, each agency's share of the cost of maintenance may be revised as changing jurisdiction may necessitate.

13. The provisions of Paragraph 2 of the "Assumption of Liability Agreement" heretofore entered into between the parties hereto referring to the exception to City's agreement to assume liability and hold County harmless, are expressly made applicable to this Agreement only in the following situations:

(a) With reference to extraordinary maintenance, only at those locations shown in Appendixes "A" and "C" and only in those instances where the approved cost is over \$500 as designated in Paragraph 6 of this Agreement,

and

(b) With reference to emergency maintenance, only at those locations designated by City pursuant to Paragraph 2 of this Agreement,

where City elects in writing to require County to provide the type of service at least at the level of maintenance as the County provides in unincorporated areas.

and

(c) With reference to routine maintenance only at those locations shown in Appendixes "A" and "C", and with reference to extraordinary maintenance only in those instances where the cost is under \$500 as provided in Paragraph 6 of this Agreement.

Except as herein indicated, the provisions of said Paragraph 2 shall remain in full force and effect.

14. This Agreement shall supersede all prior CITY-COUNTY

agreements regarding the maintenance of traffic signals,
illuminated street name signs and highway safety lighting.

15. This Agreement shall be effective upon execution by
both parties and may be terminated upon thirty days written
notice by either party.

IN WITNESS WHEREOF, the parties hereto have caused this
Agreement to be executed by their respective officers, duly
authorized, for the COUNTY OF LOS ANGELES on _____, 1981,
and for the CITY OF GARDENA on September 22, 1981.

ATTEST:

JAMES S. MIZE

Executive Officer and
Clerk of the Board of Supervisors

By _____

ATTEST:

Approved as to Form:

JOHN H. LARSON
County Counsel

By _____
Deputy

APPROVED AS TO FORM
Michael H. Mills
CITY ATTORNEY

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

CITY OF GARDENA

By *Edward Dean*
Mayor

ATTEST: *Marilyn Loi*
City Clerk

10-A

Agreement No.

APPENDIX "A"

County-City of Gardena

Agreement for Maintenance of Traffic Control Devices

County Maintained

T.S. No.	LOCATION	COUNTY SHARE	CITY SHARE	HIGHWAY SAFETY LIGHTS	ILLUMINATE STREET NAM SIGNS
304	Crenshaw Bl - Rosecrans Av	40%	10%	4	3
332	El Segundo Bl - Western Av	50%	50%	4	4
383	Crenshaw Bl - El Segundo Bl	0%	25%	4	4
557	El Segundo Bl - Normandie Av	50%	50%	4	4
640	Rosecrans Av - Van Ness Av	77%	23%	4	4
689	El Segundo Bl - Van Ness Av	0%	50%	2	4
854	El Segundo Bl - Budlong Av	50%	50%	2	2
886	135th St - Crenshaw Bl	34.5%	46%	4	4
981	Crenshaw Bl - 147th St	95%	5%	1	2
1548	El Segundo Bl - Vermont Av	27%	34%	2	0

Agreement No.

10-A

APPENDIX "B"

County-City of Gardena

Agreement for Maintenance of Traffic Control Devices

City Maintained

T.S. No.	LOCATION	COUNTY SHARE	CITY SHARE	HIGHWAY SAFETY LIGHTS	ILLUMINA STREET N. SIGNS
615	Van Ness Av - Compton Bl	50%	50%	0	4
	Van Ness Av - 147th St	62.5%	37.5%	0	2
1162	Van Ness Av - Manhattan Bch Bl	25%	75%	4	4
1163	Van Ness Av - 154th St	75%	25%	2	2
1228	Van Ness Av - 156th St	75%	25%	2	2
1241	Western Av - 139th St	25%	75%	2	2

10-A

Agreement No.

APPENDIX "C"

County-City of Gardena

Agreement for Maintenance of Traffic Control Devices

County Maintained

T.S: No.	LOCATION	COUNTY SHARE	CITY SHARE	HIGHWAY SAFETY LIGHTS	ILLUMINAT STREET N SIGNS
-------------	----------	-----------------	---------------	-----------------------------	--------------------------------

APPENDIX D

LOS ANGELES COUNTY ROAD DEPARTMENT

County-City Cost Sharing
For Traffic Signals
and for
Traffic Signal Interconnected Systems

1. Traffic Signals

The method used to determine equitable shares of costs for jointly owned signals is based on the number of approaches or percentages of approaches of the intersection lying in each jurisdiction. (See Examples 1 and 2.) The following rules apply:

- a. The length of the approach extends from the centerline of the travelled way of the cross street to 300 feet away from the centerline. The width of the approach extends from the centerline of travelled way to the face of the exterior curb or edge of pavement if no curb exists.
- b. If all of the territory of a given agency lies outside the defined approach areas, the agency does not share in the cost of installation, modification or maintenance of the traffic signal. However, if any above-ground signal hardware lies within the territory of such an agency, that agency should be a party to the signal maintenance agreement.
- c. Unusual fractional percentages may be rounded to the nearest one-half percent.
- d. These rules may be altered in special cases and the shares may be determined by any other reasonable means acceptable to all parties concerned.

2. Traffic Signal Interconnected Systems

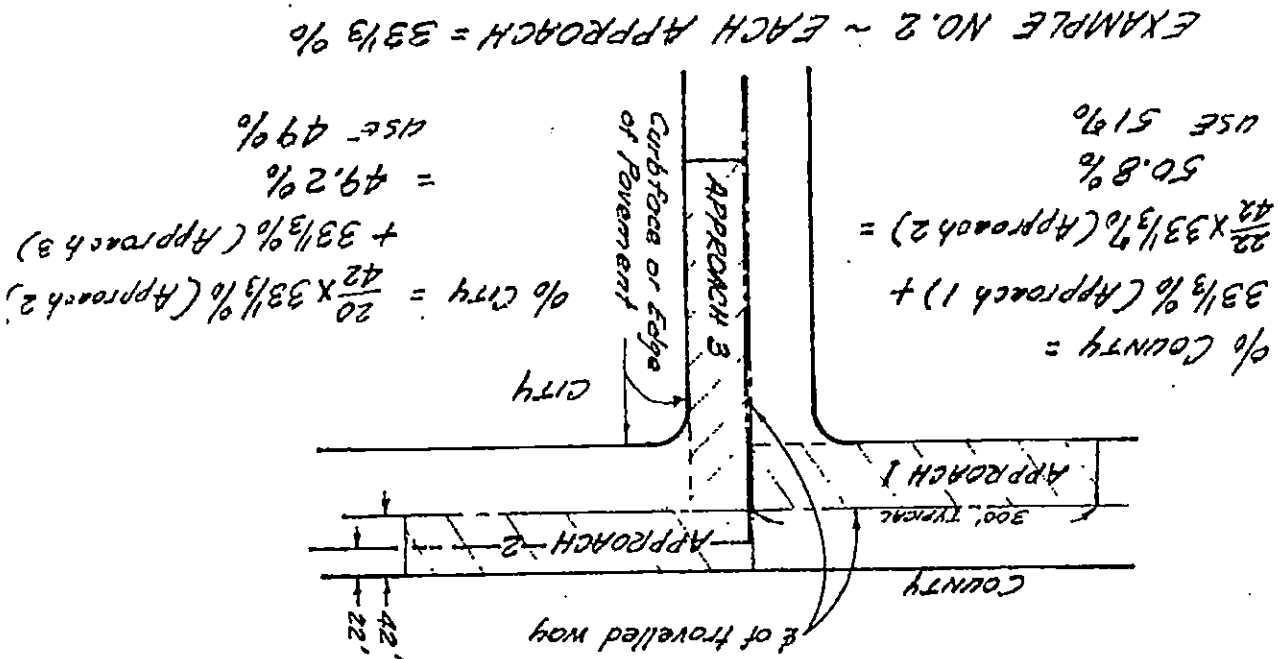
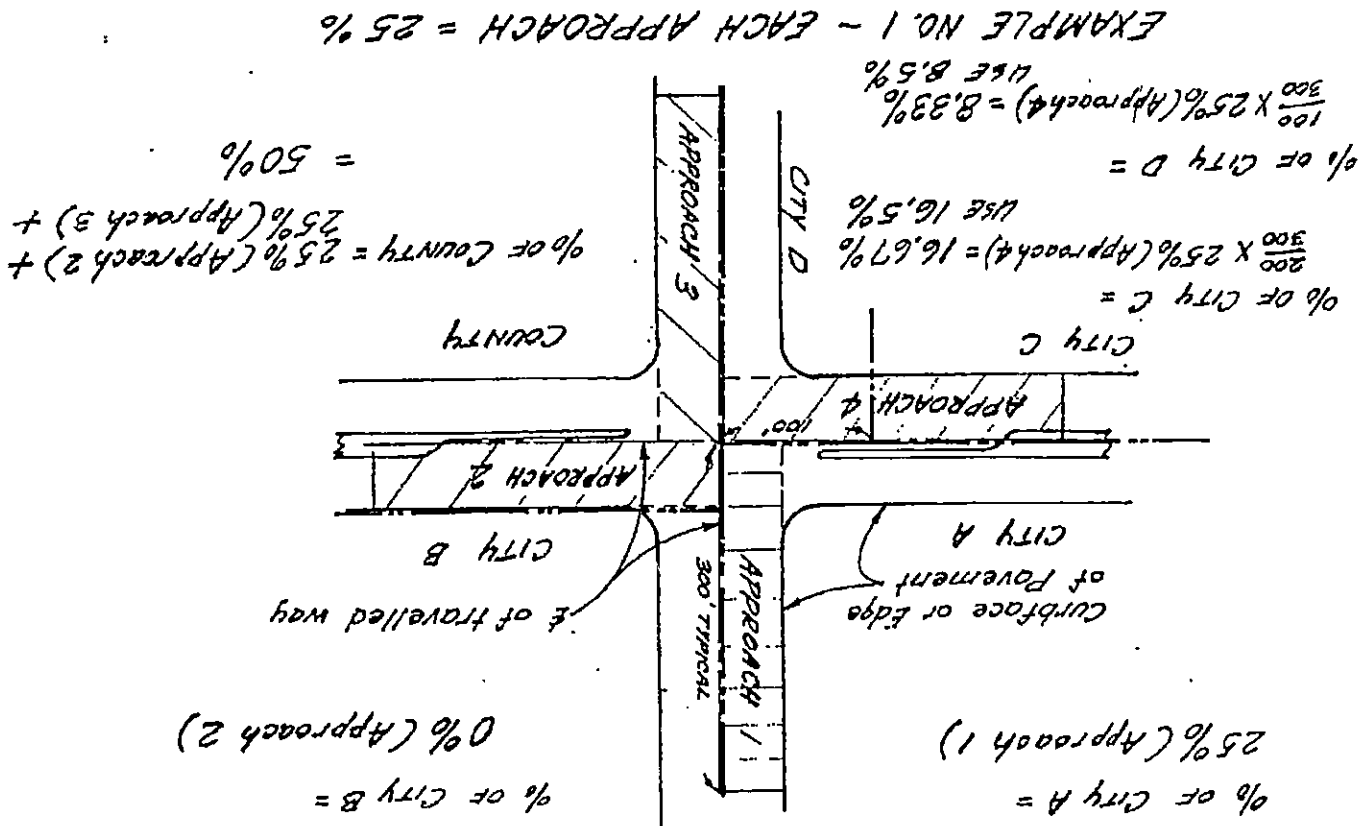
a. Leased telephone lines

Hardware installation and modification costs and all incidental costs are charged to the intersection and are shared among joint owners as described in section 1 above. Total project cost to each agency is the sum of its cost shares of all intersections.

b. County or City owned direct interconnect

Half the cost of laying cable or stringing wire between each pair of adjacent signalized intersections is assigned to each of the intersections. It is then considered a part of the intersection cost. The resulting cost figures then are treated as in section 2a.

EXAMPLES FOR "JURISDICTION %" BASED ON APPROACH





CITY of GARDENA

1700 West 162nd STREET / GARDENA, CALIFORNIA 90247 / (213) 327-0220

MAY Y. DOI, City Clerk
GEORGE KOBAYASHI, City Treasurer
JOHN C. SHEEHAN, Administrative Officer
MICHAEL H. MILLER, City Attorney

January 27, 1982

CERTIFIED MAIL--RETURN RECEIPT REQUESTED

MR. THOMAS A. TIDEMANSON, ROAD COMMISSIONER
LOS ANGELES COUNTY ROAD DEPARTMENT
1540 Alcazar Street
Los Angeles, California 90033

Dear Mr. Tidemanson:

Agreement--Traffic Signal Maintenance

In regular session on January 26, 1982, the Gardena City Council approved subject agreement between the County of Los Angeles and the City of Gardena as recommended by the Director of Public Services in memorandum dated January 20, 1982.

Transmitted to you herewith are two (2) copies of subject agreement duly executed by our City officials. Subsequent to final approval and execution by your officials, please return one (1) completed copy to this office.

Very truly yours,

May Y. DOI
MAY Y. DOI
CITY CLERK

MYD:sn
Encls. 2
cc: Finance Director
Public Services Director

2/4/82 - Mayor and County phoned
for another copy of agreement.
(They need 3..)

Mayor signed on Wednesday, 2/4/82.
H.D. to sign when she returns
from City of Commerce. 2nd copy will be.

2/8/82 - mailed by certified to County.

MICROFILMED

M E M O R A N D U M

CONSENT CALENDAR

5-0-4

10-A

TO: The Honorable Mayor and City Council
FROM: Ken C. Ayers, Director of Public Services
SUBJ: Approval of Agreement with L. A. County -
Traffic Signal Maintenance

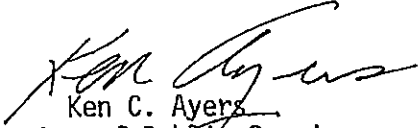
DATE: Jan. 20, 1982

RECOMMENDATION

It is recommended that City Council approve the updated agreement with L. A. County for maintenance and repair of traffic signals, illuminated street name signs, and highway safety lighting at intersections that are shared jointly by L. A. County and the City of Gardena. It is further recommended that the Mayor and City Clerk be authorized to execute the agreement which has been approved by the City Attorney.

BACKGROUND

This agreement is essentially the same as in past years, with no changes directly affecting the City of Gardena.


Ken C. Ayers
Director of Public Services

KCA:gr

Attachment

1-26-82 - 2 copies of contract
pulled for signature

MICROFILMED



CITY of GARDENA

MAY Y. DOI, *City Clerk*
GEORGE KOBAYASHI, *City Treasurer*
JOHN C. SHEEHAN, *Administrative Officer*
MICHAEL H. MILLER, *City Attorney*

1700 West 162nd STREET ./ GARDENA, CALIFORNIA 90247 / (213) 327-0220

10-A
EDMOND J. RUSS, *Mayor*
PAUL Y. TSUKAHARA, *Mayor Pro Tem*
DONALD L. DEAR, *Councilman*
MAS FUKAI, *Councilman*
CHARLES A. NADER, *Councilman*

September 23, 1981

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

MR. T. A. TIDEMANSON, ROAD COMMISSIONER
COUNTY OF LOS ANGELES
Road Department
P.O. Box 4089
Los Angeles, CA 90051

Your File: R-5
850.27.13

Dear Mr. Tidemanson:

Traffic Signal Maintenance Agreement

In regular session on September 22, 1981, the Gardena City Council approved the proposed Traffic Signal, Illuminated Street Name Sign and Highway Safety Lighting Maintenance Agreement between the County of Los Angeles and the City of Gardena, as recommended by the Director of Public Services in memorandum dated September 11, 1981.

Transmitted to you herewith are three (3) copies of subject Agreement duly executed by our City officials. Subsequent to final approval and execution by your officials, please return one (1) completed copy to this office.

Very truly yours,

May Y. Doi
MAY Y. DOI
CITY CLERK

MYD:sn

Encls. 3

cc: Administrative Officer
City Attorney
Finance Director
Public Services Director

MICROFILMED

(M E M O R A N D U M)

CONSENT CALENDAR

5-D-1

10-A

TO: The Honorable Mayor and City Council
FROM: Ken C. Ayers, Director of Public Services
SUBJ: Traffic Signal Maintenance Agreement
Los Angeles County

DATE: 9-11-81

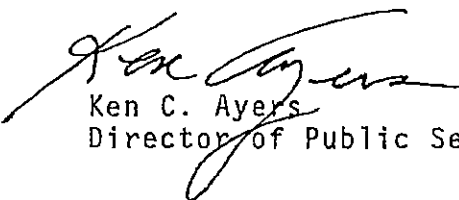
Attached for your review is an updated Traffic Signal Maintenance Agreement proposed by Los Angeles County.

The City of Gardena shares sixteen signalized intersections (as per Appendix A & B) with Los Angeles County. These signals are maintained by L. A. County. However, we pay for the maintenance of the percentage of equipment located within the boundaries of Gardena.

The Maintenance Department has reviewed this proposal and has determined that it is essentially the same as the previous contract and is in accord with current costs and procedures.

RECOMMENDATION:

Execute the attached shared Maintenance Traffic Signal Agreement with Los Angeles County.


Ken C. Ayers
Director of Public Services

KCA:swt

Attachment

FILED

SEP 22 1981

CITY OF GARDENA
BY: MAY Y. DOI
CITY CLERK

*(Original Agreement pulled for
disposition & J. Edgar's
app 10/1/81)*

MICROFILMED

10-A

COUNTY OF LOS ANGELES

ROAD DEPARTMENT

1540 ALCAZAR STREET
LOS ANGELES, CALIFORNIA 90033
Telephone 226-8111



THOMAS A. TIDEMANSON, Road Commissioner
DONALD G. DREHER, Chief Deputy

July 24, 1981

ADDRESS ALL CORRESPONDENCE TO:
P.O. Box 4089
LOS ANGELES, CALIFORNIA 90051

IN REPLY PLEASE
REFER TO FILE:

R-5
850.27.13

Mr. Hayward Fong
Community Development Director
City of Gardena
1700 West 162nd Street
Gardena, California 90247

Dear Mr. Fong:

TRAFFIC SIGNAL, ILLUMINATED
STREET NAME SIGN AND HIGHWAY
SAFETY LIGHTING MAINTENANCE

As you are aware, spiralling labor and material costs are responsible for increasing the price of practically everything we purchase. The same is true with the maintenance of traffic signals, illuminated street name signs and highway safety lights. Our current rate for routine maintenance of traffic signals is \$55 per month per intersection and if we continue to use the terms of our current agreement we anticipate that the unit cost of routine maintenance will increase to more than \$85 per month in 1981/82.

In order to give your City better control over the expenditures associated with your traffic signals, we have modified our Traffic Signal Maintenance Agreement so that any replacement, shop or emergency repair of controller equipment will be considered extraordinary maintenance instead of routine maintenance billed at the monthly rate, and any expenditure in excess of \$500 for non-emergency extraordinary repairs must be approved by the City. Additionally, in order to reduce the cost of the monthly rate, the frequency of traffic signal routine inspection has been reduced from four to six weeks. Based on these modifications, the 1981/82 rates for routine traffic signal maintenance will decrease to \$50.00 per intersection per month.

Under this new agreement, the following services are considered "Routine Maintenance" and paid by the monthly rate:

Patrolling - Nighttime visual checks for malfunctions of traffic signals, illuminated street name signs and highway safety lights.

Traffic Signal Inspection - Each signal will be thoroughly inspected and controllers will be tested and timed approximately once every six weeks.

MICROFILMED

10-A

Mr. Hayward Fong

-2-

July 24, 1981

Controller Repair - These are field repairs which are made to equipment internal to the controller cabinet during routine inspection calls.

Incandescent Lamp Replacement - All traffic signal incandescent lamps will be replaced approximately once each year. Any lamps found to be burned out at the monthly inspection will be replaced.

"Extraordinary Maintenance" will consist of the following and will be billed separately.

The repair, replacement or modification of all traffic signal equipment external to the controller cabinet and the replacement or shop repair of equipment internal to the controller cabinet.

All emergency call-outs, including the field repairs of equipment internal to the controller and cabinet, and the replacement of all traffic signal and/or pedestrian lamps required as the result of these call-outs.

All repairs to illuminated street name signs and highway safety lights.

We will obtain your City's approval for all extraordinary costs over \$500 unless immediate repairs are necessary to keep the signals in operation.

Enclosed are four copies of the proposed Traffic Signal, Illuminated Street Name Sign and Highway Safety Lighting Maintenance Agreement. If the proposed agreement is satisfactory, please present it to your duly authorized City officials for approval and execution. Upon execution, please return three copies of the agreement to the Road Department for further action. After final approval by the Board of Supervisors, we will return one fully executed copy to your City.

Thank you for your cooperation in this matter.

Very truly yours,


T. A. TIDEMANSON
Road Commissioner

TKP:ra/26A
Encl.

ENCLOSURE



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

JF ✓
JL ✓
JL ✓
R ✓
RECEIVED

2009

PUBLIC WORKS ENG.

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: OS-2

April 22, 2009

Mr. Bruce Pollack
Director of Public Works
City of Gardena
P.O. Box 47003
Gardena, CA 90247-3778

Dear Mr. Pollack:

TRAFFIC SIGNAL MAINTENANCE AGREEMENT NO. 41199 ROUTINE MAINTENANCE SERVICE RATE INCREASE

The County of Los Angeles Department of Public Works provides traffic signal maintenance services to your City per Agreement. Since 1999, the rate to provide routine maintenance services has been \$49 per traffic signal per month.

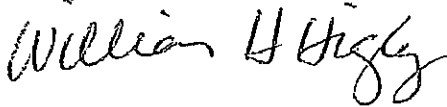
We have recently completed a rate study for our routine traffic signal maintenance services and as a result will need to increase our monthly rate from \$49 to \$69 per traffic signal effective July 1, 2009. Our rates for extraordinary maintenance services will continue to be variable based upon the extent of our actual charge. Please review the information contained in Appendix "A" of the Agreement (current copy enclosed) and provide your comments and/or changes to Ms. Yolanda Malacon of Operational Services Division at (626) 458-1700. We value your business and appreciate the continued opportunity to provide traffic signal maintenance services to your City.

Mr. Bruce Pollack
April 22, 2009
Page 2

If you have any questions regarding other Public Works services, please contact your City Services Representative, Mr. David Pilker, at (626) 458-3917.

Very truly yours,

GAIL FARBER
Director of Public Works

A handwritten signature in black ink, reading "William H. Higley". The signature is written in a cursive style with a large, stylized "H".

WILLIAM H. HIGLEY
Deputy Director

YML:cj
P:\OSPUB\TECH\DOC\DOC09\LETTERS\TS RM FEE INCREASE PG 2.DOC

Enc.

Appendix A
COUNTY MAINTAINED SIGNALS

GENERATED: 04/08/2009 8:33:47AM

CITY OF GARDENA

Page 1 of 1

TS NUM	STREET 1	STREET 2	THOMAS GUIDE	SUPV DIST	JURIS 1 / %	JURIS 2 / %	JURIS 3 / %	MAINT. START DATE	REMARKS
0854	BUDLONG AV	EL SEGUNDO BL	0734A1	2	232 / 50.0	GAR / 50.0	/	09-12-58	
0886	CRENSHAW BL	135TH ST	0733F3	2	232 / 34.5	GAR / 46.0	HAW / 19.5	02-13-59	
0981	CRENSHAW BL	147TH ST	0733F4	2	232 / 50.0	GAR / 50.0	/	06-03-63	
0681	CRENSHAW BL	154TH ST	0733F5	2	232 / 50.0	GAR / 50.0	/	10-14-55	
1172	CRENSHAW BL	EL CAMINO COL ENT	0733F6	2	232 / 67.0	GAR / 33.0	/	05-09-63	
0383	CRENSHAW BL	EL SEGUNDO BL	0733F2	2	GAR / 25.0	HAW / 75.0	/	03-27-50	
0548	CRENSHAW BL	MANHATTAN BEACH BL	0733F6	2	232 / 50.0	GAR / 50.0	/	08-24-53	
0303	CRENSHAW BL	MARINE AV	0733F5	2	232 / 50.0	GAR / 50.0	/	03-31-50	
0584	CRENSHAW BL	REDONDO BEACH BL	0733F6	2	232 / 45.5	TOR / 29.5	GAR / 25.0	01-15-54	
0304	CRENSHAW BL	ROSECRANS AV	0733F4	2	GAR / 50.0	HAW / 50.0	/	04-04-50	
0557	EL SEGUNDO BL	NORMANDIE AV	0733J1	2	232 / 75.0	GAR / 25.0	/	02-16-54	
0689	EL SEGUNDO BL	VAN NESS AV	0733G1	2	GAR / 50.0	HAW / 50.0	/	07-31-56	
1548	EL SEGUNDO BL	VERMONT AV	0734A1	2	232 / 27.0	GAR / 34.0	LAX / 39.0	01-01-68	
0332	EL SEGUNDO BL	WESTERN AV	0733H1	2	232 / 50.0	GAR / 50.0	/	07-14-49	
1133	EL SEGUNDO BL	WILKIE AV	0733G1	2	HAW / 66.7	GAR / 33.3	/	09-01-96	

TOTAL SIGNALS:

15



City of Gardena
City Council Meeting

Agenda Item No. 5. D. (5)

Department: CONSENT CALENDAR

Meeting Date: AUGUST 13, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: *ACCEPTANCE AND NOTICE OF COMPLETION OF ROWLEY PARK RENOVATION, JN 870; AUDITORIUM AUDIOVISUAL UPGRADE, AUDITORIUM CLASSROOM REMODEL AND SUN SHADE STRUCTURE.*

COUNCIL ACTION REQUIRED:

Action Taken

Acceptance and Recordation of Notice of Completion

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that City Council accept the work and order the recordation of the Notice of Completion for the Rowley Park Renovation, JN 870, which includes the following projects:

- 1) Auditorium Audiovisual Upgrade – Audiovisual Upgrade installed a new projector and screen, televisions, speakers, distribution control, and all other incidental cables and connectors necessary to complete the system.
- 2) Auditorium Classroom Remodel – Classroom Remodel installed new floors, ceiling tiles, lighting and controls, drywall, televisions, and dry erase boards.
- 3) Sun Shade Structure – Sun Shade Structure replaced the existing 60-year old wood shade with 30'x60' fabric shade structure with steel powder coated frame.

Sufficient funds to complete this project were appropriated by the City Council in the 2018-2019 Capital Improvement Budget using Park in-lieu funds.

FINANCIAL IMPACT/COST:

Budget Amount: \$181,665.00
Funding Source: Park in-lieu Funds

ATTACHMENT:

Notice of Completion

Submitted by: *Joseph Cruz*, Joseph Cruz, General Services Director Date: 8/8/19

Concurred by: *Edward Medrano*, Edward Medrano, City Manager Date: 8/8/19

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

NOTICE OF COMPLETION

1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
2. That on the 26th day of February, 2019, the City Council of said City entered into contract with USA Shade & Fabric Structures whose address is 1085 N. Main Street, Suite C, Orange, CA 92867 for the improvement titled Rowley Park Renovation – Sun Shade Structure, JN 870 in accordance with City of Gardena Plans and Specifications.
3. That all of the work and improvement was located at 13220 S. Van Ness Avenue, Gardena in said City. The owner of the location is the City of Gardena.
4. That all of the work and improvement contemplated in and under said contract was substantially completed on August 2, 2019.
5. That the City Council formally accepted this work and improvement on August 13, 2019.

IN WITNESS THEREOF, I have hereunto subscribed my name as the duly authorized representative of said City
this ____ day of _____ 2019.

Kevin Kwak

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

NOTICE OF COMPLETION

1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
2. That on the 26th day of March, 2019, the City Council of said City entered into contract with Verrex LLC whose address is 11235 Knott Avenue, Suite A, Cypress, CA 90630 for the improvement titled Rowley Park Renovation - Auditorium Audiovisual Upgrade, JN 870 in accordance with City of Gardena Plans and Specifications.
3. That all of the work and improvement was located at 13220 S. Van Ness Avenue, Gardena in said City. The owner of the location is the City of Gardena.
4. That all of the work and improvement contemplated in and under said contract was substantially completed on July 24, 2019.
5. That the City Council formally accepted this work and improvement on August 13, 2019.

IN WITNESS THEREOF, I have hereunto subscribed my name as the duly authorized representative of said City
this ____ day of _____ 2019.

Kevin Kwak

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

NOTICE OF COMPLETION

1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
2. That on the 26th day of March, 2019, the City Council of said City entered into contract with J-Squared General Contractors, Inc. whose address is 1780 East McFadden Avenue., Suite 112, Santa Ana, CA 92705 for the improvement titled Rowley Park Renovation - Auditorium Classroom Remodel, JN 870 in accordance with City of Gardena Plans and Specifications.
3. That all of the work and improvement was located at 13220 S. Van Ness Avenue, Gardena in said City. The owner of the location is the City of Gardena.
4. That all of the work and improvement contemplated in and under said contract was substantially completed on July 29, 2019.
5. That the City Council formally accepted this work and improvement on August 13, 2019

IN WITNESS THEREOF, I have hereunto subscribed my name as the duly authorized representative of said City
this day of 2019.

Kevin Kwak



City of Gardena City Council Meeting

Agenda Item No. 5.D. (6)

Department: Consent Calendar

Meeting Date: August 13, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: RATIFY ADMINISTRATIVE APPROVAL OF THE COOPERATIVE AGREEMENT
BETWEEN LOS ANGELES COUNTY AND THE CITY OF GARDENA FOR
PARATRANSIT SERVICE

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Ratify Administrative Approval of Agreement	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>GTrans operates Special Transit Service for senior citizens and customers with physical disabilities residing in the Cities of Gardena, Hawthorne and the unincorporated Los Angeles County communities of Alondra Park, Del Aire and Hawthorne Island. This service is operated using eight modified vans and minivans. All customers must be pre-certified, and the fare for a one-way trip is 75 cents.</p> <p>The provision of service for both the City of Hawthorne and the specified communities in unincorporated Los Angeles County, is provided under cooperative agreements between the City of Gardena and both parties, respectively. Both entities reimburse GTrans for the cost per trip for the number of actual trips provided, less the cash fares collected by GTrans, up to a maximum specified amount.</p> <p>The renewal of the current agreement with Los Angeles County has been slightly delayed due to legal review of the agreement at the County. While negotiations were underway, GTrans provided this service in good faith to the residents of Los Angeles County until an agreement was executed and approved by both entities. Likewise, the County honored the reimbursement rates until the renewal was finalized.</p> <p>The agreement with Los Angeles County, as attached, provides for compensation to GTrans for provision of this service for up to a maximum of \$55,000 per year for the term of July 1, 2019 through June 30, 2020. GTrans is required to submit to the County, monthly invoices along with required documentation.</p> <p>Therefore, it is recommended that Council authorize the execution of the attached Cooperative Agreement by and between Los Angeles County and the City of Gardena for Paratransit Services.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
<p>The County of Los Angeles agrees to reimburse GTrans for up to a maximum of \$55,000 annually for the duration of the MOU. These funds support the operation of GTrans Special Transit Service. There is no impact to the General Fund.</p>	
<u>ATTACHMENTS:</u>	
<p>A. Cooperative Agreement between Los Angeles County and the City of Gardena for Paratransit Service</p>	
Submitted by <u>Ernie Crespo</u> , Ernie Crespo, Transportation Director Date <u>8/8/19</u>	
Concurred by <u>Edward Medrano</u> , Edward Medrano, City Manager Date <u>8/8/19</u>	

COOPERATIVE AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF GARDENA

FOR

ALONDRA PARK, DEL AIRE, AND
HAWTHORNE ISLAND
PARATRANSIT SERVICE

FISCAL YEAR 2019-20

**ALONDRA PARK, DEL AIRE, AND HAWTHORNE ISLAND
PARATRANSIT SERVICE**

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AGREEMENT

THIS cooperative AGREEMENT, made and entered into by and between the CITY OF GARDENA, (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY agree that it is in the public's interest to continue providing paratransit service to the eligible elderly sixty (60) years and older and persons with disabilities in the unincorporated COUNTY communities of Alondra Park, Del Aire, and Hawthorne Island, and CITY as defined in this AGREEMENT and Exhibit A (hereinafter referred to as SERVICE); and

WHEREAS, COUNTY is willing to finance COUNTY'S jurisdictional share of the cost of SERVICE for the term of this AGREEMENT using COUNTY'S Proposition A Local Return transit funds; and

WHEREAS, because of CITY/COUNTY joint program set forth herein, CITY shall apply for and the Los Angeles County Metropolitan Transportation Authority (hereinafter referred to as LACMTA), may grant a Proposition A Discretionary Incentive Fund grant through its subregional paratransit grant program, (hereinafter referred to as GRANT).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

FIRST: CITY agrees to provide SERVICE as described in AGREEMENT and Exhibit A.

SECOND: This AGREEMENT, together with Exhibit A, Scope of SERVICE; Exhibit B, General Requirements; Exhibit C, SERVICE Requirements; Exhibit D, SERVICE Area Map; Exhibit E, Internal Revenue Service Notice 1015; Exhibit F, Evidence of Insurance Programs; Exhibit G, Jury Service Ordinance; Exhibit H, Employee Jury Service Form; and Exhibit I, Safely Surrendered Baby Law Program; all attached hereto, constitute the entire AGREEMENT.

THIRD: The term of SERVICE under this AGREEMENT shall be for the period of July 1, 2019, through June 30, 2020.

FOURTH: COUNTY'S maximum obligation under this AGREEMENT is Fifty-Five Thousand and 00/100 Dollars (\$55,000.00) or such greater amount as the BOARD may approve. COUNTY'S obligation under this AGREEMENT is subject to availability of funds in its 2019-20 Fiscal Year budget.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by CITY OF GARDENA on _____, and by the DIRECTOR OF PUBLIC WORKS on _____, pursuant to authority delegated by the COUNTY OF LOS ANGELES Board of Supervisors on June 4, 2019, Item 45.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel


By _____
Deputy

CITY OF GARDENA

By _____
Mayor

ATTEST:

By _____
City Clerk

By  _____
City Attorney

P:\TPPPUB\TRANSIT\PARATransit\ALNDRA\PK\ALNDRAAGREE2020

EXHIBIT A – SCOPE OF SERVICE

1. SERVICE

CITY shall provide eligible riders with paratransit service. CITY or its contractor(s) shall furnish SERVICE at such times and places as may be requested according to Exhibit C, SERVICE Requirements, and Exhibit D, SERVICE Area Map. CITY shall administer, monitor, and evaluate SERVICE.

COUNTY is committed to ensuring that no patron is excluded from participation in, or denied the benefits of, its services on the basis of race, color or national origin as protected by law, including Title VI of the Civil Rights Act of 1964, as amended. The CITY hereby asserts its commitment and assures it will comply.

2. Term of SERVICE

The term of SERVICE under this AGREEMENT shall be for the period of July 1, 2019, through June 30, 2020.

3. Routing and Scheduling

CITY and COUNTY have cooperatively established SERVICE requirements and SERVICE area within CITY'S available transportation capacity as described in Exhibits C and D. If SERVICE may be improved by revisions to scheduling, vehicle assignment, fleet size, or area served, the COUNTY'S Director of Public Works (hereinafter referred to as DIRECTOR) or his designee, and CITY shall plan and institute such changes jointly upon mutual consent and documented by correspondence between the parties.

4. Fares

All fares shall be retained by CITY to partially fund total SERVICE operating costs. COUNTY may request and CITY shall accept passes or vouchers issued by COUNTY in lieu of the cash fares specified herein. If it is determined that SERVICE may be improved by revisions to fares, COUNTY and CITY may plan and institute such changes jointly upon mutual written consent within the terms of this AGREEMENT after holding any public hearing(s) required by law.

5. Payment for SERVICE

A. Paratransit Service Cost

COUNTY agrees to pay, upon receipt of invoice and documentation thereof from CITY, the actual per-ride cost of each ride provided to the unincorporated COUNTY community residents, less all cash fares collected up to the maximum obligation amount in accordance with fiscal

year set forth in the following Subsection B. below, subject to COUNTY'S right to audit in Section 11 of this AGREEMENT. The per ride cost shall be calculated monthly based on CITY'S actual overall SERVICE operating costs divided by total monthly one-way ridership. Overall SERVICE operating costs shall consist of the cost of marketing the program; providing, operating, and maintaining vehicles, drivers, dispatchers, and other necessary personnel; insurance; and direct administrative overhead costs based on CITY records.

B. Maximum Obligation

COUNTY'S maximum obligation under this AGREEMENT for Fiscal Year 2019-20 is Fifty-Five Thousand and 00/100 Dollars (\$55,000.00) or such greater amount as the BOARD may approve. COUNTY'S obligation under this AGREEMENT is subject to availability of funds in its 2019-20 Fiscal Year budget.

C. Proposition A Discretionary Fund GRANT

CITY shall apply to LACMTA for a Proposition A Discretionary Fund Grant in the maximum amount possible. Should CITY receive the grant, CITY shall apply funds to improve SERVICE or to coordinate transportation SERVICES. CITY shall provide COUNTY with its short-range transit plan, which will suffice as documentation via the budget of the plan that funds are applied to SERVICE.

D. Invoices for SERVICE

CITY shall submit invoices for payment along with the Monthly Service Report and documentation in the form and number required by COUNTY within thirty (30) calendar days of the end of each month. Subject to acceptance and approval of invoice by COUNTY, payment will normally be made within thirty (30) calendar days of approval.

The COUNTY may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for services provided under an AGREEMENT with the COUNTY. CITY further agree that the default form of payment shall be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor Controller.

At the request of the Auditor Controller and/or Public Works, the CITY shall provide the Auditor Controller with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this AGREEMENT. Such electronic banking and related information include but is not limited to: bank account number and routing number, legal business name, valid

taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the Auditor Controller determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. At any time during the duration of the AGREEMENT, CITY may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the Auditor Controller is not feasible and an alternative is necessary. The Auditor Controller, in consultation with Public Works, shall decide whether to approve exemption requests.

6. Marketing

CITY shall work with COUNTY in promoting SERVICE to eligible unincorporated COUNTY community residents. Marketing may use any media subject to review by DIRECTOR. All promotional material specifically disseminated to the unincorporated COUNTY community residents shall include the following: This service is financed through funds provided by the County of Los Angeles.

7. Safety Program

CITY or its Contractor(s) shall provide regularly scheduled and ongoing formal safety instructions for all operating personnel assigned to perform any activities under this AGREEMENT. Such personnel shall be required to attend regularly scheduled safety meetings at least twice a year, or as required by existing regulations.

8. Personnel and Operations

Compensation of all personnel assigned to perform SERVICE under this AGREEMENT shall be in accordance with all applicable Federal, State, and local ordinances and laws, including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Such personnel shall treat passengers in a courteous manner, be clean and neatly dressed, and be trained in the handling of the elderly and persons with disabilities.

All personnel who are likely to be in contact with the public shall be trained to give accurate information concerning the operations of SERVICE. Upon notice from DIRECTOR concerning unacceptable conduct, demeanor, or appearance of such persons employed by CITY or CITY'S contractor(s), CITY shall take steps necessary to alleviate the cause of concern to DIRECTOR and shall advise DIRECTOR of the steps taken.

COUNTY shall have the right to have authorized COUNTY personnel board any SERVICE vehicle for the purpose of monitoring SERVICE or inspecting vehicle. CITY shall have the right to request DIRECTOR to advise CITY prior to such action. CITY shall work cooperatively with COUNTY to correct, on a timely basis, any deficiencies or institute improvements noted by COUNTY personnel or inspectors.

CITY and/or its contractor(s) shall have the right to refuse SERVICE to any or all passengers, if passenger activity will in any way impair the safe operation of any vehicle operating under SERVICE.

9. Equipment Requirements

CITY shall supply or require its Contractor(s) to supply sufficient and adequate vehicles, all maintained in good and clean condition, including air conditioning, lift-equipment, spare vehicles, in the event of regularly assigned vehicle breakdown, and a two-way communication dispatch system to ensure the consistent fulfillment with the terms of this AGREEMENT. The cost of spare vehicles shall be included in CITY'S actual overall SERVICE operating costs. CITY shall require that its Contractors' equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws including, but not limited to, the Americans with Disabilities Act of 1990. Furthermore, if SERVICE is provided by CITY Contractor(s), CITY shall actively monitor its Contractors' compliance with the above-mentioned equipment requirements and shall at all times during the term of this AGREEMENT ensure that such requirements are satisfied.

10. Recordkeeping and Reporting

CITY will provide access to daily ridership logs (i.e., driver and dispatcher logs), or other operational records for SERVICE deemed necessary by DIRECTOR and shall provide copies thereof upon specific request by DIRECTOR. CITY shall report quarterly unincorporated COUNTY area ridership to DIRECTOR. CITY shall keep records of all operating costs of SERVICE in accordance with strict accounting procedures. All accidents, defined by law as reportable accidents, involving SERVICE equipment or personnel while operating with COUNTY passengers shall be immediately reported to DIRECTOR. CITY shall maintain such operating and fiscal records as necessary to comply with LACMTA Proposition A requirements and procedures and shall maintain all records on file for a minimum of five (5) years following the term of this AGREEMENT. CITY shall be responsible for collection of National Transit Database (NTD) data on behalf of COUNTY. CITY shall prepare and submit quarterly and annual NTD reports, including unincorporated COUNTY areas served, in accordance with the Federal Transit Administration NTD guidelines to LACMTA with a copy forwarded to DIRECTOR upon request.

11. Audit and Reimbursement

If, at any time during the term of this AGREEMENT or at any time after the expiration or termination of this AGREEMENT, authorized representatives of COUNTY conduct an audit of CITY, or CITY'S Contractor(s) regarding the SERVICES provided to COUNTY per terms of this AGREEMENT and if such audit finds that COUNTY'S dollar liability for such services is less than payments made by COUNTY to CITY, then CITY agrees that the difference shall be either: 1) repaid forthwith by CITY to COUNTY by cash payment, or 2) at Director's option, credited against any future payments hereunder to CITY. If such audit finds that COUNTY'S dollar liability for SERVICES provided hereunder is more than payments made by COUNTY to CITY, then the difference shall be paid to CITY by COUNTY through cash payment provided that in no event shall COUNTY'S maximum obligation, as set forth in this AGREEMENT, be exceeded.

[illegible]

EXHIBIT B – GENERAL REQUIREMENTS

1. Interpretation of AGREEMENT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with legal counsel regarding the terms of this AGREEMENT and are fully cognizant of all terms and conditions herein. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this AGREEMENT and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the AGREEMENT the following terms are used, the intent and meaning shall be interpreted as follows:

AGREEMENT The written agreement covering the performance of the SERVICE and the furnishing of labor, materials, supervision, and equipment in the performance of the SERVICE.

BOARD The County of Los Angeles Board of Supervisors.

CITY The City of Gardena.

Contractor The person or persons, sole proprietor, partnership, joint venture, corporation or other entity that has entered into an agreement or contract with the CITY to perform or execute the SERVICE covered herein.

COUNTY County of Los Angeles and/or County of Los Angeles Department of Public Works.

Chief Executive Officer Chief Executive Officer for the County of Los Angeles appointed by the BOARD.

Day Calendar day(s) unless otherwise specified.

DIRECTOR The Director of Public Works of the County of Los Angeles or his designee.

Fiscal Year The 12-month period beginning July 1st and ending the following June 30th.

Public Works Los Angeles County Public Works.

SERVICE The entire contemplated SERVICE work scope prescribed in the Scope of Service and covered by this AGREEMENT.

Specifications The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this AGREEMENT.

Subcontract An agreement by contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor at any tier.

Subcontractor Any individual, person or persons, sole proprietor, firm, partnership, joint venture, company, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this agreement, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

2. Standard Terms and Conditions Pertaining to AGREEMENT Administration

A. Amendments

1. For any change, which affects the scope of service, AGREEMENT sum, payments, or any term or condition included in this AGREEMENT, an amendment shall be prepared and executed by CITY and BOARD or if delegated by BOARD, the DIRECTOR and CITY.
2. BOARD or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this AGREEMENT during the term of this AGREEMENT. COUNTY reserves the right to add and/or change such provisions as required by BOARD or the Chief Executive Officer. To implement such changes, an amendment to this AGREEMENT shall be prepared by Public Works and signed by the CITY.
3. COUNTY may, at its sole discretion, authorize extensions of time to this AGREEMENT'S term. CITY agrees that such extensions of time shall not change any other term or condition of this AGREEMENT during the period of such extensions. To implement an extension of time, an amendment to this AGREEMENT shall be

prepared and executed by CITY and BOARD or if delegated by BOARD, the DIRECTOR. To the extent that extensions of time for CITY performance do not impact either scope as set forth in Exhibit A attached hereto or cost of this AGREEMENT, DIRECTOR may, at his sole discretion, grant CITY extensions of time provided; however, the aggregate of all such extensions during the life of this AGREEMENT shall not exceed sixty (60) days.

B. Budget Reduction

In the event that the BOARD adopts, in any fiscal year, a COUNTY budget, which provides for reduction in the salaries and benefits paid to the majority of COUNTY employees or imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its payment obligation under this AGREEMENT correspondingly for that fiscal year and any subsequent fiscal year during the term of this AGREEMENT (including any extensions) and the services to be provided by CITY under this AGREEMENT shall also be reduced correspondingly. COUNTY'S notice to CITY regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the BOARD'S approval of such actions. Except as set forth in the preceding sentences, CITY shall continue to provide all of the services set forth in this AGREEMENT.

C. Compliance with Applicable Laws

1. CITY, or its Contractor, shall comply with all applicable Federal, State, local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this AGREEMENT are hereby incorporated by reference. This AGREEMENT shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, CITY and COUNTY agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this AGREEMENT and further agree and consent that venue of any action brought in connection with or arising out of this AGREEMENT, shall be exclusively in the COUNTY of Los Angeles.
2. CITY, or its Contractor, shall defend, indemnify and hold COUNTY harmless from and against any and all liability, damages, costs, expenses including, but not limited to, defense costs and attorney's fees arising from, or related to, any alleged violation on the part of CITY or its employees, agents, or Contractors of any such laws, rules, regulations, ordinances, or directives.
3. CITY, or its Contractor, will at its sole cost and expense, register and license such buses, bus equipment, and drivers as may be

necessary or required to operate said buses and bus equipment on public roads and streets.

D. Compliance with Civil Rights Laws

CITY hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this AGREEMENT or under any project, program, or activity supported by this AGREEMENT. CITY shall comply with its Equal Employment Opportunity Certification.

E. Child Support

1. CITY'S Acknowledgment of COUNTY'S Commitment to Child Support Enforcement

CITY acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CITY understands that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post COUNTY'S L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. COUNTY'S Child Support Services Department will supply CITY with the poster to be used.

2. CITY'S Warranty of Adherence to COUNTY'S Child Support Compliance Program

a. CITY acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

b. As required by COUNTY'S Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting CITY'S duty under this AGREEMENT to comply with all applicable provisions of law, CITY warrants that it is now in compliance and shall during the term of this AGREEMENT maintain and shall require its contractor to maintain compliance with the employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and the California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

F. Employment Eligibility Verification

1. CITY warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this AGREEMENT meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CITY shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CITY shall retain all such documentation for all covered employees for the period prescribed by law.
2. CITY shall, defend, and hold harmless the COUNTY, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this AGREEMENT.

G. No Payment for Services Provided Following Expiration/Suspension/Termination of AGREEMENT

CITY shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CITY after the expiration, suspension, or termination of this AGREEMENT. Should CITY receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/suspension/termination of this AGREEMENT shall not constitute a waiver of COUNTY'S right to recover such payment from CITY. This provision shall survive the expiration/suspension/termination of this AGREEMENT.

H. Notice to Employees Regarding the Federal Earned Income Credit

CITY shall notify its employees, and shall require each Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit E).

I. Record Retention

CITY will retain all records relating to this AGREEMENT for a minimum period of five (5) years following expiration or termination hereof. All such records shall be available for inspection by designated auditors of COUNTY at reasonable times during normal working hours. Records shall be in accordance with the State Uniform System of Accounting.

J. Recycled-Content Paper Products

Consistent with BOARD policy to reduce the amount of solid waste deposited at COUNTY landfills, CITY agrees to use recycled-content paper to the maximum extent possible for this SERVICE.

K. Warranty Against Contingent Fees

1. CITY warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by CITY for the purpose of securing business.
2. For breach or violation of this warranty, COUNTY shall have the right, in its sole discretion, to terminate this AGREEMENT for default, deduct from this AGREEMENT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3. Termination

A. Termination/Suspension of AGREEMENT

Each party reserves the right to suspend or terminate any or all portions of SERVICE in this AGREEMENT for any reason, without further obligation to the other party except as provided in this AGREEMENT, upon giving thirty (30) calendar day's written notice to the other party.

B. Termination/Suspension for Improper Consideration

1. DIRECTOR may, by written notice to CITY, immediately suspend or terminate the right of CITY to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by CITY, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this AGREEMENT or securing favorable treatment with respect to the award, amendment or extension of this AGREEMENT, or the making of any determinations with respect to CITY'S performance pursuant to this AGREEMENT. In the event of such suspension or termination, COUNTY shall be entitled to pursue the same remedies against CITY as it could pursue in the event of default by CITY.
2. CITY shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at 1 (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

C. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this AGREEMENT, COUNTY shall not be obligated for CITY'S performance hereunder or by any provision of this AGREEMENT during any of COUNTY'S fiscal years following the fiscal year in which the AGREEMENT is executed, unless and until BOARD appropriates funds for this AGREEMENT in COUNTY'S budget for each such future fiscal year. In the event that funds are not appropriated for this AGREEMENT, then this AGREEMENT may be suspended or terminated as of June 30th of the last fiscal year for which funds were appropriated. COUNTY will notify CITY in writing of any such nonallocation of funds at the earliest possible date.

4. Indemnification and Insurance Requirements

Insurance requirements stated below apply to all CITY contractor(s) as well as CITY, provided, however, that DIRECTOR will accept evidence from CITY of self-insurance program, which meets the requirements stated below.

- A. In addition to all other indemnities in favor of COUNTY in this AGREEMENT, CITY shall indemnify, defend, and hold harmless COUNTY, BOARD, its officers, agents, employees, and its special

districts, (hereafter collectively referred to as COUNTY indemnitees) from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, or property damage arising from or connected with any alleged act or omission of CITY, or its contractor(s) in connection with the SERVICE, including but not limited to, maintenance of equipment or operation of SERVICE, including any workers' compensation suits, liability, or expense and excepting any such loss or damage arising from the sole negligence or willful misconduct of COUNTY indemnitees. CITY expressly waives application of Government Code Section 895.2, which provides for joint and several liabilities of public entities entering into agreements absent inclusion of an indemnity provision to the contrary. The provisions of Section 2778 of the California Civil Code are made a part hereof.

In addition, without limiting the CITY'S foregoing indemnity in favor of COUNTY indemnitees, if CITY provides SERVICE through a Contractor, CITY shall use its best effort to include in its contract with any contractor(s) providing SERVICE under this AGREEMENT a provision with the above terms whereby the contractor(s) agree(s) to indemnify, defend, and hold harmless COUNTY indemnitees, as third-party beneficiaries, on the same basis the CITY indemnifies, defends, and holds harmless the COUNTY indemnitees under this AGREEMENT.

- B. Without limiting CITY'S and CITY contractor's indemnification of COUNTY, during the term of this AGREEMENT, CITY shall provide and maintain, or if CITY'S contractor provides SERVICE, CITY shall ensure that its contractor(s) provide and maintain, the program(s) of insurance covering its operations hereunder as specified in Section 4.E. Such program(s) and evidence of insurance shall be satisfactory to DIRECTOR and primary to and not contributing with any other insurance maintained by or for COUNTY. Certificate(s) or other evidence of coverage shall be delivered to DIRECTOR prior to commencing SERVICE under this AGREEMENT and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) calendar days in advance of any modification or termination of insurance. Evidence of insurance program(s) shall be as specified in Exhibit F.
- C. The parties agree Assumption of Liability Agreement 33585 approved by the BOARD on December 27, 1977, and/or a Joint Indemnity Agreement approved by the BOARD on October 8, 1991, shall not apply in relation to the SERVICE.
- D. The CITY'S obligation to indemnify, defend, and hold harmless in this AGREEMENT in favor of COUNTY indemnitees shall survive the termination or expiration of this AGREEMENT

E. CITY, or its contractor(s), shall maintain the following insurance coverage:

1. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office, Inc., policy Form CG 00 01), naming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$4 million
Each Occurrence:	\$4 million

2. Automobile Liability written on Insurance Services Office, Inc., policy Form CA 00 01 or its equivalent. Such insurance shall include coverage for all owned, nonowned, and hired vehicles, or coverage for any auto, in an amount as recommended by the Public Utilities Commission, but not less than the following can be met by a combination of primary and excess insurance coverage:

- a. Seating capacity of 16 passengers or more (including driver), Ten Million and 00/100 Dollars (\$10,000,000.00).
- b. Seating capacity of 15 passengers or less (including driver), Five Million and 00/100 Dollars (\$5,000,000.00).
- c. Taxicabs, as defined by Vehicle Code Section 27908, a minimum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) per person, One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and Fifty Thousand and 00/100 Dollars (\$50,000.00) property damage, or a combined single limit of One Million and 00/100 Dollars (\$1,000,000.00).

A certificate evidencing such insurance coverage and required endorsements additional insured endorsements thereunder shall be filed with DIRECTOR prior to CITY providing SERVICE hereunder.

3. Workers' Compensation

A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California including employer's liability with a One Million and 00/100 Dollars (\$1,000,000.00) limit, covering all persons CITY is legally required to cover. A certificate evidencing

such insurance coverage shall be filed with DIRECTOR prior to CITY providing SERVICE hereunder.

4. Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per claim and Two Million and 00/100 Dollars (\$2,000,000.00) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse; molestation; harassment; mistreatment or maltreatment of a sexual nature.

5. Failure to Procure Insurance

Failure on the part of CITY or CITY'S contractor(s) to procure or maintain required insurance shall constitute a material breach of this AGREEMENT upon which COUNTY may, at its sole and absolute discretion, immediately terminate this AGREEMENT.

5. Compliance with COUNTY'S Jury Service Program

A. Jury Service Program

This AGREEMENT is subject to the provisions of COUNTY'S ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Exhibits G and H include the Jury Service Ordinance and Jury Service Form. The City shall complete and sign Exhibit H (Jury Service form).

B. Written Employee Jury Service Policy

1. CITY is a contractor subject to compliance with the COUNTY'S Jury Service Program unless CITY has demonstrated to COUNTY'S satisfaction either that CITY is not a contractor as defined in Jury Service Program (Section 2.203.020 of Los Angeles County Code) or that CITY qualifies for an exception to the Jury Service Program under (Section 2.203.070 of Los Angeles County Code). CITY shall have and adhere to a written policy that provides that its employees shall receive from CITY, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with CITY or that CITY deduct from the employee's regular

pay the fees received for jury service. If CITY uses any contractor to perform services for COUNTY under this AGREEMENT, contractor shall also be subject to the provisions of the Jury Service Program. The requirements of this Section shall be inserted into any contract agreement between CITY and any contractors that provide SERVICE; and a copy of the Jury Service Program shall be attached to the agreement requiring the such contractor(s) to complete Exhibit H (Jury Service Form) and comply with the requirements of this Section.

2. For purposes of the COUNTY'S Jury Service Program, contractor means a person, partnership, corporation, or other entity which has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand 00/100 Dollars (\$50,000.00) or more in any 12-month period under one or more COUNTY contracts or subcontracts. Employee means any California resident who is a full-time employee of contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if 1) the lesser number is a recognized industry standard as determined by COUNTY or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
3. If CITY is not required to comply with the Jury Service Program when this AGREEMENT commences, CITY shall have a continuing obligation to review the applicability of the COUNTY'S Jury Service Program for the SERVICE, and CITY shall immediately notify COUNTY if CITY at any time either comes within the Jury Service Program's definition of contractor or if CITY no longer qualifies for an exception to the Jury Service Program. In either event, CITY shall immediately implement a written policy consistent with the COUNTY'S Jury Service Program. COUNTY may also require, at any time during this AGREEMENT, and at its sole discretion, that CITY demonstrate to COUNTY'S satisfaction that CITY either is not a contractor as defined by Section 2.203.020 and/or that CITY continues to qualify for an exception to the Jury Service Program.
4. CITY'S violation of this section may constitute a material breach of AGREEMENT. In the event of such material breach, COUNTY may, in its sole discretion, terminate or suspend the AGREEMENT as provided in Exhibit B, Section 3.A., Termination/Suspension of AGREEMENT.

6. Safely Surrendered Baby Law Program

A. CITY'S Acknowledgment of COUNTY'S Commitment to the Safely Surrendered Baby Law

CITY acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CITY understands that it is COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post COUNTY'S Safely Surrendered Baby Law poster in a prominent position at the Contractor's place of business. CITY will also encourage its Contractors, if any, to post this poster in a prominent position in the Contractor's place of business. The CITY and its Contractors can access posters and other campaign material can be found at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

CITY shall notify and provide to its employees, and shall require each Contractor, to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this AGREEMENT and is also available on the internet at www.babysafela.org for printing purposes.

7. Time Off for Voting

The CITY shall notify its employees and shall require each Contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten (10) days before every Statewide election, every CITY and its Contractor, shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provision of Section 14000.

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EXHIBIT C – SERVICE REQUIREMENTS

Eligibility Requirements: SERVICE shall be restricted to the elderly sixty (60) years and older and persons with disabilities and their escorts. Eligible disabled persons are persons who because of physical or mental disabilities cannot reasonably use conventional transportation. CITY shall determine the eligibility of patrons and CITY shall maintain appropriate records (i.e., Application for Eligibility, List of Eligible Riders, etc.) and take any actions necessary to ensure that only eligible patrons use SERVICE.

Service Area: SERVICE shall be provided in CITY and the unincorporated COUNTY communities of Alondra Park, Del Aire, and Hawthorne Island as identified in Exhibit D. CITY and DIRECTOR may approve service to additional locations.

Hours of Service:

7 a.m. to 5 p.m., Monday through Friday
8 a.m. to 5 p.m., Saturdays
8 a.m. to 2:30 p.m., Sundays and Holiday

Advance Reservation Requirements: A 24-hour advance reservation shall normally be required to schedule rides; however, same day service will be provided subject to availability of capacity. Patrons shall be picked up no earlier than ten (10) minutes before and no later than ten (10) minutes after the requested pickup time unless emergency conditions prevail. CITY will provide backup service to patrons in emergencies when deemed necessary by CITY to satisfy needs and avoid disruption of normal SERVICE at no additional cost to COUNTY. Group rides shall be emphasized and encouraged.

Fares: CITY shall charge a fare of 75/100 Dollars (\$0.75) each one-way ride for all elderly and persons with disabilities within SERVICE area. Escorts of persons with disabilities shall not be charged a fare. CITY may accept payment by Transit Access Pass (TAP) cards.

EXHIBIT D – SERVICE AREA MAP

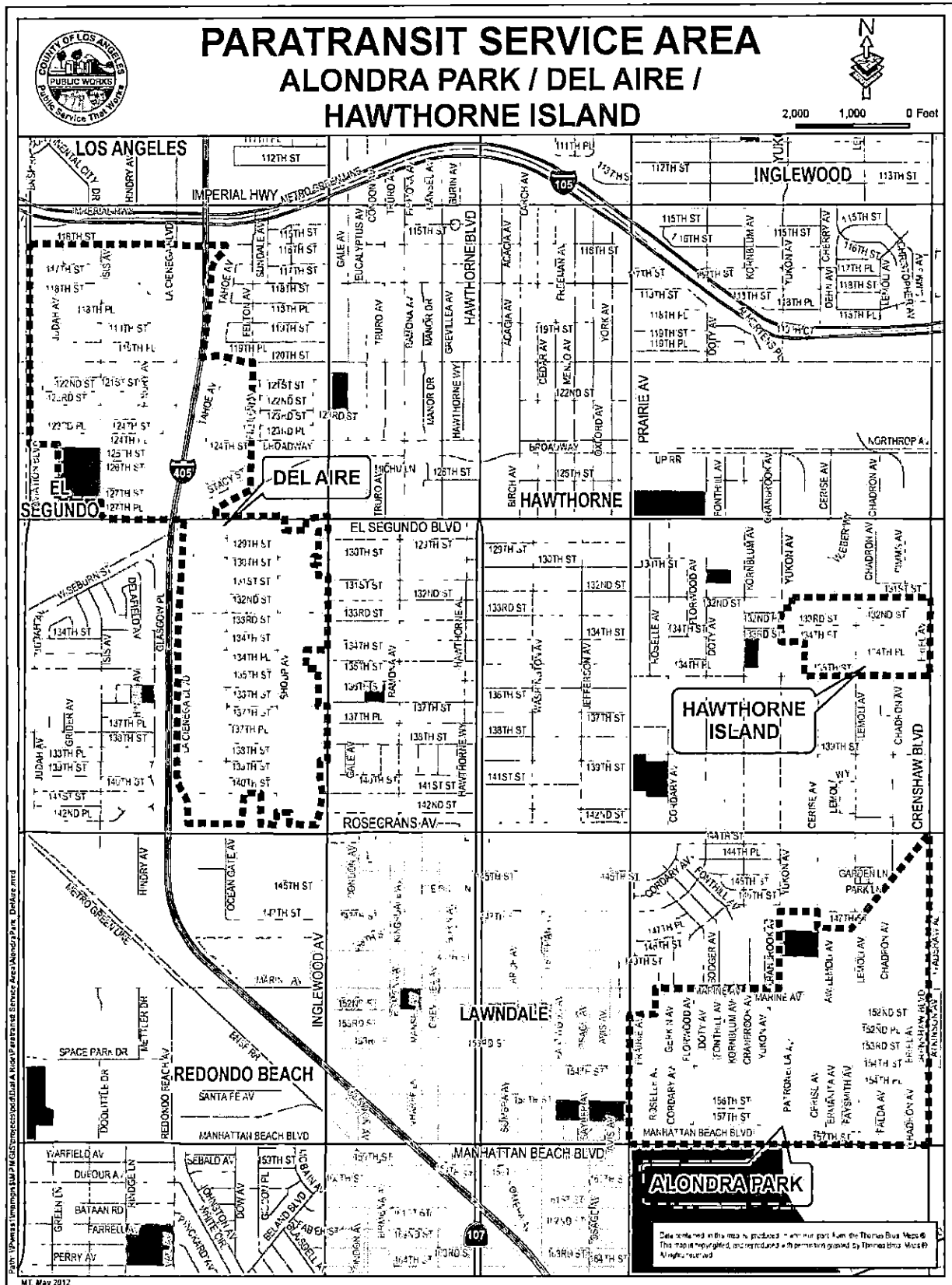


EXHIBIT E – INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015
(Rev. December 2018)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2018 are less than \$54,884 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy.

If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2019.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2018 tax return. Even an employee who has no tax withheld from wages and owes no tax can claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2018 and owes no tax but is eligible for a credit of \$800, he or she must file a 2018 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2018)
Cat. No. 205991

EXHIBIT F – EVIDENCE OF INSURANCE PROGRAMS

CITY shall submit to COUNTY evidence of satisfactory insurance programs and vehicle(s)' information as required below:

1. Certificate of insurance, which specifically identifies this AGREEMENT and which, includes but not limited to, the following:
 - a. Full name of the insurer.
 - b. Name and address of the insured and, if SERVICE is provided in whole or in part by taxicabs, the taxicabs' operators name.
 - c. Full name of program (example: Happy Seniors' Dial-A-Ride).
 - d. Insurance policy number.
 - e. Type(s) and limit(s) of liability coverage.
 - f. Certificate issue date.
 - g. Certificate expiration date.
 - h. Condition that the insurer shall notify COUNTY in writing at least thirty (30) calendar days prior to any modification or cancellation or termination of any insurance program. Statements to the effect that the issuing company will endeavor to mail notice or intends to notify are not acceptable.
 - i. Signature of an agent authorized to do business with the insurer.
2. Copies of endorsements for each policy or program insurance naming the COUNTY as the additional insured as follows:

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers are included as additional insured with respect to transportation services provided by the named insured.
3. The following information for each of the insured vehicle(s):
 - a. Vehicle make
 - b. Vehicle model
 - c. Vehicle year

- [illegible]

EXHIBIT G – JURY SERVICE ORDINANCE

An ordinance amending Title 2-Administration of the Los Angeles County Code relating to jury service policies of contractors of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 2.203 is hereby added to read as follows:

Chapter 2.203

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings. The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers such as the County of Los Angeles, who pay their permanent, full-time employees while on jury duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies.

2.203.020 Definitions. The following definitions shall be applicable to this Chapter:

- A. "Contractor" means a person, partnership, corporation, or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of Fifty Thousand and 00/1000 Dollars (\$50,000.00) or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for, or on behalf of the County, but does not include:
 - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this Chapter; or

2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor; or
 3. A purchase made through a State or Federal contract; or
 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment, or systems maintained by the County pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section P-3700 or a successor provision; or
 5. A revolving fund (petty cash) purchase pursuant to the *Los Angeles County Fiscal Manual*, Section 4.4.0 or a successor provision; or
 6. A purchase card purchase pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section P-2810 or a successor provision; or
 7. A nonagreement purchase with a value of less than \$5,000 pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section PP-1100, or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the Chief Executive Officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full-time.
- E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

2.203.030 Applicability. This Chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This Chapter shall also apply to contractors with existing contracts, which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this Chapter only if the solicitations for such contracts stated that the Chapter would be applicable.

2.203.040 Contractor Jury Service Policy. A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration: The Chief Executive Officer shall be responsible for the administration of this Chapter. The Chief Executive Officer may, with the advice of County Counsel, issue interpretations of the provisions of this Chapter and shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this Chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this Chapter, the County department head responsible for administering the contract may do one or more of the following:

- A. Recommend to the Board of Supervisors the termination of the contract; and/or
- B. Pursuant to Chapter 2.202, seek the debarment of the contractor.

2.203.070 Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This Chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This Chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and
 - 2. Has annual gross revenues in the preceding 12-months, which if added to the annual amount of the contract awarded, are less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00); and

EXHIBIT H – EMPLOYEE JURY SERVICE FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: City of Gardena		
Company Address: 1700 W. 162 nd Street		
City: Gardena	State: CA	Zip Code: 90247
Telephone Number: 310-217-9500		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of contractor, as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding 12-months, which if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding 12-months, which if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least twenty percent (20%) owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five (5) days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



EXHIBIT I – SAFELY SURRENDERED BABY LAW PROGRAM

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-6000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

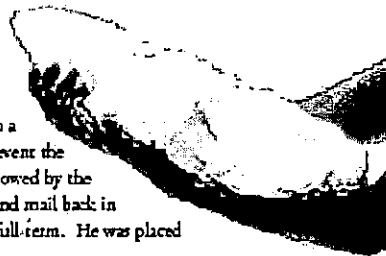
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the ankle placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org



EXHIBIT I – SAFELY SURRENDERED BABY LAW PROGRAM

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-8723

www.babysafe.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite la entrega voluntaria de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

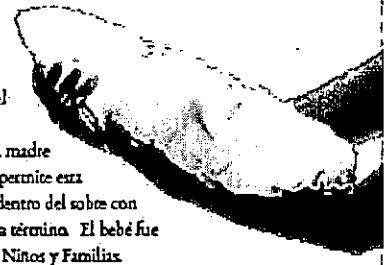
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasará si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





City of Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 5.D. (7)

Department: Consent Calendar

Meeting Date: August 13, 2019

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: APPROVE PROJECT LIST FOR THE FY20 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.</p> <p>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 \$249,483 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 FY2017-2019 Short Range Transit Plan previously approved by the City Council in February 2017. 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 FY20, GTrans is estimated to receive \$249,483 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, Transportation Director Date <u>8/8/19</u>	
Concurred by <u>Edward Medrano</u> , Edward Medrano, City Manager Date <u>8/8/19</u>	



CITY OF GARDENA
PLANNING & ENVIRONMENTAL QUALITY COMMISSION
CITY COUNCIL CHAMBER ■ 1700 WEST 162nd STREET ■ 7:00 P.M.
Telephone: (310) 217-9524 ■ E-mail address: CDDPlanningZoning@cityofgardena.org

REPORT OF ACTIONS

August 6, 2019

6. Conditional Use Permit #17-17

A request for a conditional use permit, to allow the operation of an indoor practice facility for a roller derby team per section 18.46.030.C.9 of the Gardena Municipal Code in the General Industrial (M-2) zone that qualifies for a Notice of Exemption.

Project Location: 1519 West 139th Street (APN: 6102-017-009)

Applicant: Rachel Johnston, Angel City Derby Girls, Inc.

Commission Action: Commission approved Resolution No. PC 13-19, approving CUP #17-17.

Ayes: Langley, Henderson, Pierce, Sherman

Noes:

Absent: Jackson

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. D. (1)

Department: General Services

Meeting Date: August 13, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: *APPROVAL OF ON-CALL PROFESSIONAL CONSULTANTS FOR AS-NEEDED SERVICES.*

<u>COUNCIL ACTION REQUIRED:</u> Approval of On-Call Professional Consultants for As-Needed Services	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u> Staff respectfully recommends that the City Council: 1) Approve the following firms to provide as-needed professional services, in four (4) categories: <ul style="list-style-type: none">• <u>Civil Engineering Design (total 13 Statements of Qualification [SOQs] submitted)</u> – DMS Consultants, Inc.; IDS Group; Kreuzer Consulting Group; NV5; and PENCO A Cannon Company.• <u>Construction Management and Inspection (total 14 SOQs submitted)</u> – DUDEK; PENCO A Cannon Company; Griffin Structures; KOA; SA Associates; Uniplan Engineering, Inc.; and Wallace & Associates Consulting, Inc.• <u>Traffic Signal/Engineering (total 3 SOQs submitted)</u> – Iteris; KOA; and Minagar & Associates, Inc.• <u>Architecture and Landscape Architecture (total 12 SOQs submitted)</u> – Armstrong & Walker Landscape Architecture; BGB Design Group; BOA Architecture; BOA Government Services. David Volz Design; and IDS Group. 2) Authorize the City Manager to execute Consultant Agreements with the selected firms listed above in a form approved by the City Attorney and in an amount not to exceed \$100,000 per project in each category during the contract term. Any services exceeding the amount will be agendized for Council review. The agreement durations will be for three (3) years with an option to extend the agreement for two (2) additional years if the consultant performs satisfactorily. The fee schedule submitted by consultants are to remain fixed throughout the initial term of the Agreement (3-years), unless formally amended by the City Council. The on-call agreement does not guarantee successful firms will be provided any projects.	
<u>FINANCIAL IMPACT/COST:</u> The consultants will be used on an as-needed basis, and costs associated with capital improvement projects will be charged directly to those projects.	
<u>ATTACHMENTS:</u> <ul style="list-style-type: none">• Agenda Staff Report with Attachment: Request for Qualifications (RFQ), and sample Gardena Consultant Agreement	
Submitted by: <u>Joseph Cruz</u>	Joseph Cruz, General Services Director
Concurred by: <u>Edward Medrano</u>	Edward Medrano, City Manager
Date: <u>8/8/19</u>	Date: <u>8/8/19</u>

CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item No.	8. D. (1)
Department:	GENERAL SERVICES
Meeting Date:	August 13, 2019

AGENDA TITLE: APPROVAL OF ON-CALL PROFESSIONAL CONSULTANTS
FOR AS-NEEDED SERVICES

RECOMMENDATION:

Staff respectfully recommends that the City Council:

- 1) Approve the following firms to provide as-needed professional services, in four (4) categories:
 - Civil Engineering Design (total 13 Statements of Qualification [SOQs] submitted) – DMS Consultants, Inc.; IDS Group; Kreuzer Consulting Group; NV5; and PENCO A Cannon Company.
 - Construction Management and Inspection (total 14 SOQs submitted) – DUDEK; PENCO A Cannon Company; Griffin Structures; KOA; SA Associates; Uniplan Engineering, Inc.; and Wallace & Associates Consulting, Inc.
 - Traffic Signal/Engineering (total 3 SOQs submitted) – Iteris; KOA; and Minagar & Associates, Inc.
 - Architecture and Landscape Architecture (total 12 SOQs submitted) – Armstrong & Walker Landscape Architecture; BGB Design Group; BOA Architecture; BOA Government Services; David Volz Design; and IDS Group.
- 2) Authorize the City Manager to execute Consultant Agreements with the selected firms listed above in a form approved by the City Attorney and in an amount not to exceed \$100,000 per project in each category during the contract term. Any services exceeding the amount will be agendized for Council review.

BACKGROUND:

The City of Gardena is currently undergoing an increased level of utility and private improvements (i.e. telecommunication, water, and land development), Senate Bill (SB) 1 and Measure M funded transportation projects, and Parks and Recreation improvements throughout the City. The City's various departments frequently require professional consultants to support capital improvements. These services are necessary to supplement the department's efforts to complete budgeted projects such as parks, remodeling of existing facilities, feasibility studies and roadway infrastructure including underground pipes. The use of consultants benefits the departments by providing flexibility to meet the needs of diverse projects with a minimal level of internal staffing, while also utilizing consultant's expertise specific to a particular project.

Typically to procure a specific consultant agreement, the entire process from issuance of the initial Request for Proposals (RFP) to Council approval and execution of the contract can take months. Aside from the time it takes to develop an RFP, execution of all the contract agreement requirements, including insurance also take considerable time. To streamline the process, many local agencies have turned to the use of on-call consultants.

On-call contracts for professional services are an effective way to retain engineering and architecture consultants to ensure that public works programs are delivered in a timely and cost-effective way. The City can call on consultants when work is needed without incurring the additional cost and time associated with selecting consultants individually for each scope of work. Active insurance and an on-call master agreement would be maintained through the contract term (See Attachment). A sample on-call consultant agreement is attached for review. This agreement, along with the consultant's fee schedule will be executed for each of the selected firms. However, as each agreement will be for on-call, as-needed services, there is no guarantee of work to be provided to any firm.

On December 20, 2018, the General Services Department issued a Request for Qualifications (RFQ, See Attachment) advertised in the local newspaper and City website. Forty-two (42) Statements of Qualification (SOQs) were received. The SOQs were reviewed by three (3) Engineering staff and evaluated based on the following six major criteria; Presentation and Content (10%); Project Manager's Experience (20%); Firm's Staff and Subs Depth and Experience (25%); Firm/Team Organization (10%); Quality of References (20%); and Fee Schedule (15%). Each criteria has been scored between (0-100) and ranked based on the highest average score. Unlike construction contracts where successful bids are awarded to the lowest responsible bidder, professional service contracts are awarded to qualified firms with reasonable fee structures.

In addition, staff recommends authorizing the City Manager's approval of each routine on-call professional consultant services in an amount not to exceed \$100,000 during the contract term in an effort to streamline routine projects. The City Manager will seek Council approval of non-routine projects under \$100,000.

Submitted by: _____
Joseph Cruz, Director of General Services

Date: _____

Attachment - Request for Qualifications (RFQ), and sample Gardena Consultant Agreement



CITY OF GARDENA

GENERAL SERVICES DEPARTMENT - PUBLIC WORKS ENGINEERING

REQUEST FOR QUALIFICATIONS
ON-CALL PROFESSIONAL SERVICES

DECEMBER 2018

Memoranda:

Qualification Due: Wednesday January 16, 2019, 5 P.M.

General Services Department – Public Works: (310) 217-9568



DEPARTMENT of GENERAL SERVICES

1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3778 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

INTRODUCTION

The City of Gardena is interested in retaining professional services for On-Call Professional Services related to our Capital Improvement Project program. The work will be assigned on an as-needed basis for various projects in the City.

The City will award agreements to provide on-call services for a period of three (3) years. The agreements may be renewed at the City's discretion for a period of two (2) additional years subject to satisfactory performance during the initial three-year term. The initial three-year term is anticipated to commence in February 2019 and end in February 2022.

The City intends to select between two to five (2-5) consultants for each respective service categories detailed below. The actual number of consultants selected will be based on number of responses and qualifications.

The Request for Qualifications (RFQ) can be obtained at <http://www.cityofgardena.org/rfps/>

Questions regarding this RFQ shall be directed to Kevin Kwak at (310) 217-9643 or kkwak@cityofgardena.org.

Deadline to submit qualifications (Proposal) is **Wednesday, January 16th at 5:00 p.m.** Three (3) hard copies and one complete PDF copy (on CD or memory stick) shall be addressed to:

City of Gardena
Department of General Services - Public Works
1717 West 162nd Street
Gardena, CA 90247-3778
Attn: Kevin Kwak, Principal Civil Engineer

Qualification packages received after the deadline will not be accepted and will be returned unopened.

The City currently anticipates conducting the selection process in accordance with the following schedule. This schedule is subject to revision and the City reserves the right to modify the schedule as needed or necessary.

December 19, 2018:	RFQ released
January 16, 2019:	Qualification due
January 31, 2019:	Staff short list selection
February 12, 2019:	On-call firm recommendations to City Council for authorization

TASHA CERDA, Mayor / RODNEY G. TANAKA, Mayor Pro Tem
MARK E. HENDERSON, Councilmember / ART KASKANIAN, Councilmember / DAN MEDINA, Councilmember
MINA SEMENZA, City Clerk / J. INGRID TSUKIYAMA, City Treasurer / EDWARD MEDRANO, City Manager / PETER L. WALLIN, City Attorney

ON-CALL SERVICES

Selected firms will report to, and operate under, the direction of the City of Gardena General Services - Public Works staff, to provide services and staffing for the following categories:

- Civil Engineering Design
- Construction Management and Inspection
- Traffic Signal/Engineering
- Architecture and Landscape Architecture

Consultants may submit qualifications for one or more of the services categories requested, however, separate proposals must be submitted for each category.

SCOPE OF WORK

Civil Engineering Design

Provide complete design services for CIP projects. Including, but not limited to:

- Plan preparation for street improvements, repair, rehabilitation or other related street improvements.
- Plan preparation for storm drain and sewer improvements, upgrades, modifications, extensions, repair, or rehabilitation.
- Preparation of hydrology and hydraulic analysis and reports.
- Preparation of WQMP's, SWPPP's or related NDPES documents/reports.
- Preparation of project technical provisions.
- Preparation of detailed cost estimates.
- Perform mapping and prepare legal descriptions for right of way acquisitions, easements, etc.
- Provide design and construction surveys.
- Provide construction assistance.
- Coordination with, and approvals from other permitting agencies and utility companies.

Construction Management and Inspection

Provide complete construction management and inspection services for CIP and private land development projects inspections, including park renovations, and facility construction/modifications/modernizations. Including, but not limited to:

- Provide construction inspection services for CIP projects such as streets, sewer, storm drain, parks and facilities.
- Provide deputy inspection services.
- Provide construction inspection services for private developments including grading, drainage, SWPPP/erosion control, paving, sewer, water, and franchise utilities.
- Provide public contract administration.
- Coordinate and lead project construction meetings.
- Provide utility company coordination.
- Provide project construction documentation.

Traffic Signal/Engineering

Provide design engineering services for traffic signal and traffic signing, striping, signal systems upgrade design, grant writing and all related services. Including, but not limited to:

Improvements associated with the traffic signal design; prepare signing, striping, signal modifications, detour, and traffic control design; prepare special traffic studies; and conduct signal synchronization studies (before and after synchronization travel time), HCM method for LOS as well as Los Angeles County standards. In addition, a part-time Engineering or Engineering Technician to work at City Hall within the Public Works Department may be requested.

Architecture and/or Landscape Architecture

Provide architecture and/or landscape architecture professionally services for public facilities. Including, but not limited to:

- Provide conceptual design, master plan, feasibilities study and envelope evaluations.
- Renovation and/or expansion of existing public facilities.
- Preparation of landscape/planting plans and irrigation.
- Parking lot and hardscapes improvements.
- Playground layout and play structure design/upgrade.
- Preparation of project special provisions and technical specifications
- Provide cost estimates.
- Provide constructability review and construction support.

SUBMITTAL REQUIREMENTS

The Proposal package shall be organized and presented in a neat and logical format relevant to the services requested. Submittal shall be clear, accurate, concise, and comprehensive. There is no page limitation, however, excessive or irrelevant material will not be favorably received.

The Proposal should be in the order below and include the following:

- Cover
- Cover Letter
 - Clearly indicate the on-call service category.
 - Express why Consultant is interested in the RFQ.
 - Include contact information for the person responsible for the Proposal and who will be the point of contact for the City.
 - Include any unique attributes or distinguishing characteristics which would be of value to the City.
 - State if any addendums have been received and included in the Proposal.
 - Statement regarding acceptance of Agreement and insurance requirements.
 - Letter shall be signed by an officer of the firm who is authorized to bind the firm to the contract. Include a statement to this effect.
- Firm Qualifications and Experience
 - Describe firm's background and experience
 - Describe your firm's strengths

- State how your firm produces deliverables free of errors and how you will address errors if they occur.
- Include experience and technical competence of subconsultants
- Familiarity of regional grants/competitive funds (SBCCOG & LA Metro)
- Key Personnel and Experience
 - Experience and history performing directly for local agencies within the last five years.
 - Include subconsultants
- Organization Chart
- Similar Projects
 - Brief description of the project scope, personnel involved and their roles, plus agency and contact information of agency Project Manager.
 - Projects that the firm was the prime consultant and responsible for management of any subconsultants.
- References
 - Current contact information related to projects completed within the last five years.
- Fee Schedule
- Resumes

Note - All licensed professionals in "responsible charge" working on City projects (Engineer, Architect, Landscape Architecture and/or Surveyor) are required to disclose all disciplinary actions against them, including any future actions. Provide a copy of the actions with submittal of proposal. Please provide statement if there are no disciplinary actions.

FEE SCHEDULE

A fee schedule shall be included in the Proposal. The fee schedule shall include a comprehensive list of positions and labor rates for all services provided by the prime consultant and all subconsultants. Rates shall include all necessary resources including labor, equipment, materials, incidental report, transportation, etc. Any percentage markup of subconsultant invoices shall be specified.

The fee schedule shall remain fixed throughout the initial term of the Agreement, unless formally amended by the City Council. Adjustment of the fee schedule can be negotiated if the City renews the Agreement.

The City is subject to prevailing wage laws which apply to those professional services providers and their subconsultants for whom the Department of Industrial Relations has established a wage determination, including but not limited to, Field Soils Materials Testers, Operating Engineers, Surveyors, and Building/Construction and Specialty Inspectors.

Prevailing wage requirements apply when a Consultant and/or Consultant Team is awarded a contract for a specific project which is designated by the issuance of a City Purchase Order.

SELECTION/EVALUATION CRITERIA

The Proposals will be evaluated by City of Gardena General Services - Public Works Department staff. The evaluation criteria will include:

- Presentation, completeness, clarity, organization, and conformance to the RFQ content.
- Project Manager's experience related to the City's requirements and needs.
- Familiarity/Experience related to the South Bay Cities Council of Governments (CBCCOG), Los Angeles County Metropolitan Transportation Authority, and Caltrans project programs, funding opportunities, grant writing and their requirements.
- Qualifications and resumes of staff members, subconsultants, and organization chart.
- Similarity of the firm's referenced projects completed within the last five years to City's expected projects.
- Availability and depth of staff and resources to deliver quality products on schedule, including work on short notice and under time constraints.
- References.
- Fee schedule.

During the evaluation period, the City may conduct negotiations with the most qualified consultants. However, consultants should note that award may be made without negotiations or discussions.

GENERAL CONDITIONS

By submitting a Proposal, the Consultant represent that they have thoroughly examined and become familiar with the requirements of this RFQ and is capable of performing quality work to achieve the objectives of the City.

The City reserves the right to withdraw the RFQ at any time without prior notice. The City makes no representations that any Agreement will be awarded to any Consultant responding to this RFQ. The City reserves the right to extend the deadline for Proposals, postpone reviewing the Proposals for its own convenience, to reject any and all Proposals without indicating any reasons for such rejection(s), and to negotiate with any qualified consultant. The City does not guarantee successful firms will be provided any projects.

The successful consultant(s) and sub-consultants are required to obtain and maintain a City of Gardena business license and insurance. The license and insurance shall be maintained for the duration of the Agreement. A current business license is not a prerequisite for submittal of the qualifications.

The City is not liable for any costs incurred by the Proposers before entering into a formal agreement. Costs for developing the Proposal or any other such expenses incurred by the Proposer in responding to this RFQ and entirely the responsibility of the Proposer, and shall not be reimbursed by the City.

The City is not responsible for Proposals which are delinquent, lost, incorrectly marked, sent to the wrong address, or sent by mail or courier service and not signed for by the City.

AGREEMENT & INSURANCE

The City's standard Professional Services Agreement is included in Appendix A. The Consultant will be expected to enter into the Agreement without substantive changes. Any changes will require approval by the City Attorney.

The City's standard insurance requirements is included as part of the standard Professional Services Agreement included in Appendix A.

ANTICIPATED QUESTIONS & ANSWERS

REQUEST FOR QUALIFICATIONS

ON-CALL PROFESSIONAL ENGINEERING SERVICES

Question: Would I be able to receive a list of the names of the engineering firms that were sent this request?

Answer: *City will not be releasing the list of firms specifically sent the RFQ notification. The notification will be advertised through local newspaper and the City website.*

Question: Would the City consider allowing consultants to submit their qualifications in their selected categories within the context of one SOQ document, as opposed to separate SOQ documents for each discipline?

Answer: *Follow the directions in the RFQ requiring separate proposals for each category.*

Question: Can you tell us what the amount awarded was for the Geotechnical Engineering and Material Testing services for the current contract?

Answer: *This is an on-call contract, so no contract amount is provided. Specific contracts/PO's will be provided for each project.*

Question: Who are the incumbents for each on-call service?

Answer: *None*

Question: How will the selected firms be chosen for task orders (on rotation list, competitive bid, etc.)?

Answer: *Typically by competitive fees, current assignments at the time/work load, strength/expertise, prior performance, etc.*

Question: Does the RFP include environmental site assessment or remediation services as part of the scope of work, or are these services part of a different contract?

Answer: *RFQ does not include environmental site assessment or remediation services as these services are generally not required for our typical project.*

Question: Would the City consider assigning percentages to the evaluation criteria listed to give us a better idea of how our submittal will be scored?

Answer: *City has not finalized the scoring criteria at this time. It is unlikely the criteria will be released prior to the RFQ due date.*

Question: How many references would the City like for us to provide in our SOQ?

Answer: *We are not requiring a minimum or maximum number, your decision. Please note the first paragraph under "Submittal Requirements".*

Question: Approximately how much is the contract value?

Answer: *Unknown. Contract is on-call, as needed. No guaranteed value/project.*

Question: Please confirm there are no DBE/SBE/DVBE requirements?

Answer: *No requirements.*

Question: Does the City expect to conduct interviews with shortlisted firms?

Answer: *Not at this time.*

APPENDIX A

CITY OF GARDENA CONSULTANT AGREEMENT

This Agreement is entered into this _____ day of _____, 2019, by and between the City of Gardena, a municipal corporation ("City") and _____ a _____ ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows.

1. **RECITALS.** This Agreement is made and entered into with respect to the following facts:
 - A. City is desirous of obtaining services necessary to perform Design and Construction Management and Inspection (CMI) services for
 - B. Consultant is qualified by virtue of experience, training, education and expertise to accomplish these services.
 - C. City has determined that the public interest, convenience and necessity require the execution of this Agreement.
2. **TERM OF AGREEMENT.** This Agreement shall commence upon execution and shall continue until _____, 2022 with an option to extend for an additional two (2) years at City's description, unless earlier terminated as provided below.
 - A. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.
 - B. City may terminate this Agreement for cause by giving thirty (30) days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.
 - C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City all data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the services under this Agreement, whether completed or in progress. Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination;

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

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

8. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.
9. **MONITORING OF CONSULTANT.** Consultant's performance of this Agreement shall be continuously monitored by the Public Works Director/City Engineer. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by the Public Works Director/City Engineer. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the Public Works Director/City Engineer. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the Public Works Director/City Engineer determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this Agreement for cause as specified in Section 2 above.
10. **COMPENSATION.** Consultant shall be compensated as follows:
- A. Amount. City shall compensate Consultant for services rendered pursuant to this Agreement at the rate specified in the attached fee proposal hereto and incorporated herein by reference. In no event shall compensation under this Agreement exceed _____ dollars and 00/00 (\$_____) without the prior written authorization of the City Council.
- B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. 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. City shall review the invoices to determine whether services performed and documents submitted are consistent with this Agreement. Payment shall be made within thirty (30) days following receipt of the invoice or City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.
- C. Expenses. Consultant shall not be entitled to any additional compensation for expenses.

11. **INSURANCE REQUIREMENTS.**

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

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverages 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 coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, 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 Employers Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

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 nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.

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

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

premium therefor, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

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

12. **INDEMNIFICATION.** Consultant shall defend, indemnify and hold harmless City, its officers, agents, employees and volunteers from any and all claims, liabilities, expenses, or consequential damages of any nature, including attorney's fees proximately resulting from any act or any omission to act where a duty to act exists on the part of Consultant, its agents, officers, employees, subcontractors, or independent contractors hired by Consultant, 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.
13. **NON-LIABILITY OF CITY.** No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.
14. **OWNERSHIP OF WORK PRODUCT.** All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant as City employee(s) for hire and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination or expiration of this Agreement.
15. **WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.
16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain as to City a wholly independent contractor and shall not obtain rights to any benefits which accrue to City employees. Neither City nor its officers, employees or agents shall have control over the conduct of Consultant or any of its officers, employees or agents, except as expressly set forth herein. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City.
17. **COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local government.

18. **CONFLICT OF INTEREST AND REPORTING.** Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.
19. **EMPLOYMENT OF ALIENS.** 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.
20. **NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.
21. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of Consultant.
22. **ASSIGNMENT.** Consultant shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, except for any monies due the Consultant, without the prior written consent of City. Such consent by City shall not be unreasonably withheld. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.
23. **NOTICES.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City: City of Gardena
 1700 West 162nd Street
 Gardena, California 90247
 Attn: Kevin Kwak
 Principal Civil Engineer

To Consultant:

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

24. **LICENSED STATUS.** Consultant shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including, but not limited to, a City Business License.
25. **FAMILIARITY WITH WORK.** By executing this Agreement, Consultant warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's own risk, until written instructions are received from City.
26. **PUBLIC RECORD.** This Agreement is a public record of the City.
27. **MAINTENANCE OF RECORDS.** Consultant shall maintain for a minimum of three (3) years from the completion date of the Services under this Agreement, the following records:
 - A. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assume proper accounting for all funds;
 - B. Records which establish that Consultant and all subcontractors who render Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations;
 - C. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.
 - D. The aforementioned records shall be made available to City or any authorized representative thereof upon request for audit.
28. **BINDING EFFECT.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
29. **GOVERNING LAW.** This Agreement shall be interpreted and construed according to the

laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

30. **SECTION HEADINGS.** The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.
31. **AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
32. **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.
33. **PREPARATION OF AGREEMENT.** Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally and shall not be interpreted against either party on the ground that one party prepared the Agreement or caused it to be prepared.
34. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
35. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

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

CITY OF GARDENA

Tasha Cerda, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONSULTANT

Name

President



City of Gardena City Council Meeting

Agenda Item No. 8. D. (2)
Department: General Services
Meeting Date: August 13, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS
AGENDA TITLE: APPROVAL OF A TWO (2) YEAR CONTRACT WITH WEST COAST ARBORISTS, INC. IN THE AMOUNT OF \$175,000 FOR FULL-SERVICE FORESTRY MAINTENANCE PROGRAM

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Approve a two-year Contract for Tree Maintenance Services with West Coast Arborists, Inc.	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>Staff respectfully recommends that Council approve a two-year Contract for Tree Maintenance Services with West Coast Arborists, Inc. with an option for an additional three (3) years, upon mutual consent, in one-year increments.</p> <p>The City of Gardena has approximately 8,100 trees in a variety of species, sizes, and condition. West Coast Arborists, Inc. (WCA) has provided routine maintenance of the tree inventory in the City of Gardena for several years. The service provided by WCA has been satisfactory to the City of Gardena.</p> <p>A "Piggy-back" by the City of Gardena on an agreement with the City of Temple City and WCA will avoid the time and cost to conduct a bid process. The City of Temple City performed a formal bid in March 2018. The result from the formal bid was awarded to WCA based on the evaluation criteria. The City of Temple City's results meet all of the criteria and specifications of the City of Gardena.</p> <p>Approval of the Contract for Tree Maintenance with WCA will ensure that the trees of the City of Gardena continue to preserve the health, safety, and general welfare of the public.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
<p>Amount of Expense: \$175,000 per year for FY 2020 through June 30, 2021, with an additional three (3) year option</p> <p>Funding Source: Gas Tax Fund and General Fund (as needed)</p>	
<u>ATTACHMENT:</u>	
1) Contract with West Coast Arborists, Inc.	
<p>Submitted by <u>Joseph Cruz</u>, Joseph Cruz, General Services Director Date <u>8/8/19</u></p> <p>Concurred by <u>Edward Medrano</u>, Edward Medrano, City Manager Date <u>8/8/19</u></p>	

CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item No. 8. D. (2)

Department: General Services

Meeting Date: August 13, 2019

AGENDA TITLE:

Approval of a two (2) year contract with West Coast Arborists, Inc. In the amount of \$175,000 for full-service forestry maintenance program

RECOMMENDATION:

Staff respectfully recommends that Council approve a two-year Contract for Tree Maintenance Services (Contract) with West Coast Arborists, Inc. with an option for an additional three (3) years upon mutual consent in one-year increments.

BACKGROUND:

The City of Gardena has approximately 8,100 trees in a variety of species, sizes, and condition. Ongoing maintenance of City-owned trees is required to preserve the health, safety, and general welfare of the public. Routine pruning of trees is necessary to define tree structure as well as to ensure the safety and security of the public whom is placed at risk when City trees go unmaintained. West Coast Arborists, Inc. (WCA) has been servicing the City of Gardena for the past 23 years. The City of Gardena is pleased with the quality of service that is provided by West Coast Arborists, Inc. Currently, WCA maintains an electronic inventory which tracks the condition of trees in the City of Gardena. WCA's inventory assists in developing a comprehensive maintenance program which details the entire city. To allow the level of service provided by WCA to continue, staff recommends continuing with WCA for the tree maintenance service.

Staff is recommending that Council approve the contract with WCA based on a process called "piggy-backing". This is an acceptable practice that allows municipal agencies to "piggy-back" on contracts for services and supplies, issued by a wide range of other governmental agencies. The City of Gardena's contract will "piggy-back" on the formal bidding results of the City of Temple City who recently awarded a new contract to WCA through a competitive bid process. The City of Temple City's results met all the criteria and specifications of the City of Gardena.

The Contract calls for the prices to remain fixed through June 30, 2021. There is an option to continue the Contract for an additional three (3) years, upon mutual consent, in one-year increments.

IN CONCLUSION, Staff respectfully recommends that Council approve the contract with West Coast Arborists, Inc.

Submitted by:


Joseph Cruz, General Services Director

Date: 8/8/19



GENERAL SERVICES

PROJECT NO. 982

TREE TRIMMING SERVICES

CONTRACT

Fiscal Years 2020-2021

CITY-WIDE LOCATIONS

CONTRACT

THIS CONTRACT is made and entered by and between THE CITY OF GARDENA, a municipal corporation ("City") and West Coast Arborists, Inc. (hereinafter "Contractor"). It is agreed by and between the parties that:

1. WORK

- 1.1 Contractor agrees to enter into a two (2) year agreement with City for Tree Trimming Services beginning August 19, 2019 through the piggy-back agreement with the City of Temple City attached hereto as Appendix A. The Agreement includes an option to continue the Agreement for an additional three (3) years upon mutual consent in one-year increments.
- 1.2 Should City, at any time during the progress of the Work, request any alterations, deviations, additions or omissions, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but will be added to, or deducted from, the amount of the Contract price, as the case may be, by a fair and reasonable valuation.
- 1.3 Contractor agree to hold the unit rates the same until June 30, 2021, Beginning July 1, 2021 the Contractor will have the opportunity to adjust unit prices based on the Consumer Price Index (CPI) for All Urban Consumers upon mutual consent.

2. SCHEDULE

- 2.1 Contractor shall commence and diligently pursue the Project to completion identified as "Annual Project" and shall be completed in the same time frame. City will supply Contractor annual trimming projects to be defined during the length of the contract and supply requests for special work deemed needed at unit rates through June 30, 2021 as defined in "Appendix A", rates can be adjusted according to the CPI when mutually agreed upon.

3. CONTRACT PRICE

- 3.1 City shall pay to Contractor as full consideration, the total sums indicated for work done from price sheet on attached "Appendix B", "CITY OF GARDENA SCHEDULE FOR COMPENSATION FOR YEAR 2019-2020", for furnishing all materials and for doing all the work contemplated and embraces in the Agreement; and also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all the risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specification, and the requirements of the Engineer under them.

4. PAYMENTS

- 4.1 If Contractor desires a progress payment, he shall invoice City for the amount of work satisfactorily completed and inspected as of the closure date. The invoice shall be delivered to the Parks Superintendent. All requests for payment shall be accompanied by the appropriate conditional waiver and releases in the form set forth. A five percent (5%) retention shall be retained on all

payments. In the event of any claims, amounts determined by the Parks Superintendent to be adequate to cover such claims shall be withheld from the retention payment until resolution of the claims.

- 4.2 Payment requests that are determined to be improper shall be returned to Contractor with written explanation within 7 days after receipt. The number of days available to make payment without incurring interest shall be reduced by the number of days by which City exceeds the 7-day return requirement.
- 4.3 Within 60 days of the date of completion and acceptance of the Work, City will pay to Contractor the amount remaining after appropriate modifications are made for change orders, liquidated damages, or any other of the provisions of which, by the terms hereof, City is or may be authorized or required to reserve or retain funds. Any moneys withheld beyond the allowable amount or prescribed time will accrue interest at a rate of two percent per month until such time that said moneys are released to Contractor, at which time withheld moneys and accrued interest shall be dispensed. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.
- 4.4 In the event there is any claim specifically excluded by Contractor from the operation of any release, there shall be retained by City an amount not to exceed the amount of the disputed claim. In the event of a dispute after completion of the Project, City may withhold an amount not to exceed 150 percent of the disputed amount.
- 4.5 No claim shall be made or be filed and neither City, nor any of its elected or appointed officers, employees, agents, or volunteers shall be liable, or held to pay any money, except as specifically provided in the Contract. The acceptance by Contractor of the final payment when no securities or certificates of deposit have been deposited in escrow or with City, or his acceptance from the escrow agent or City of the securities or certificates of deposit substituted for the retention, whichever is later, shall operate as, and shall be, a release to City, and its elected and appointed officers, employees, agents, and volunteers, from all claims and liability to Contractor for anything done or furnished for, or relating to, the Project or for any act or neglect of City or of any person relating to or affecting the Project, except claims previously made as provided for and in accordance with the provisions of the General Conditions and pending at the time of acceptance of final payment or of the securities or certificates of deposit, or the claim against City for the remainder, if any there be, of the amounts kept or retained due to unpaid claims.

5. **LEGAL REQUIREMENTS**

State Requirements

- 5.1 Contractor, its agents and employees shall be bound by and shall comply with all applicable federal, state and local laws regardless of whether enumerated herein.
- 5.2 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows: Any project that was being monitored by the DIR's Compliance Monitoring Unit/Labor Commissioner as of **June 20, 2014** will continue to be monitored by the Labor Commissioner and the contractors on those projects must continue to furnish certified payroll records to the labor Commissioner until the project is complete.

The State General Prevailing Wage Determination is as established by the California Department of Industrial Relation (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>).

For all new projects awarded on or after **April 1, 2015**, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

As of **January 1, 2016**, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

A. AWARD OF CONTRACT: The following are conditions to the award of the contract:

i. for any bid submitted on or after March 1, 2015. Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relation pursuant to Labor Code Section 1725.5 subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Profession Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5 provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded); and

ii. for any contract awarded on or after April 1, 2015. No contractor or subcontractor may be awarded this contract unless the contractor and each subcontractor listed on the bid is registered with the Department of Industrial Relations pursuant to Section 1725.5.

Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, will disqualify a bidder or proposer.

These new requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

- 5.3 In accordance with the requirements of the California Prevailing Wage Laws, Contractor and each Subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the work done under the Contract. The payroll records shall be certified and made available for inspection at all reasonable hours in accordance with the California Prevailing Wage Laws. Contractor shall be subject to, and fully comply with, all California Prevailing Wage Laws, including, but not limited to, those pertaining to the maintenance and inspection of certified payroll records.

- 5.4 Pursuant to California Labor Code section 1810 et seq., eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of these hours at a rate of at least one and one-half times the basic rate of pay. (Labor Code § 1813.) City may withhold from any monies payable on account of work performed by Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor, for unpaid wages and liquidated damages as provided for herein.
- 5.5 Contractor, and any subcontractor under Contractor, shall pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the Contract. (Labor Code § 1774.) Copies of the determination of the Director of the Department of Industrial Relations of the rate of per diem wages for each craft, classification or type of worker needed to execute the Contract are on file in, and available at, the office of City. (Labor Code § 1773.2.) When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the prevailing rate per diem wages for each craft or type of workman needed to execute any contract which may be awarded by City, may be requested by contacting the State Board of Equalization at (800) 400-7115.
- 5.6 Contractor shall post a copy of the prevailing rates at the work site(s), for the duration of the Work. (Labor Code § 1773.2.)
- 5.7 Contractor shall comply with all provisions of Labor Code section 1775. In accordance with Labor Code section 1775, Contractor shall forfeit as a penalty to City not more than \$50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor shall also pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.
- 5.8 Nothing in this Contract shall prevent Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor shall have responsibility for compliance with California Labor Code Section 1777.5 and 1777.6 for all apprenticeable occupations. These sections require that Contractor and subcontractors shall submit contract award information to the applicable joint apprenticeship committee, shall employ apprentices in apprenticeable occupations, shall contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Board and that Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed in apprenticeable occupations.
- 5.9 Contractor warrants full compliance with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and

as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, City, its elected and appointed officers, employees, agents and volunteers from employer sanctions and any other liability which may be assessed against City in connection with any alleged violation of federal or state statutes or regulations pertaining to the eligibility for employment of person performing services under this Agreement.

- 5.10 Neither Contractor, nor any subcontractor under Contractor, shall discriminate in the employment of persons, including apprentices, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation or age of such person, except as provided in Sections 12940 and 12941 of the Government Code. Contractor shall have responsibility for compliance with this section. (Gov. Code §§ 12940, 12941.)
- 5.11 Contractor and all subcontractors shall, at Contractor and subcontractor's sole expense, obtain and maintain all necessary licenses for the Work, including but not limited to a valid business license, and give all necessary notices and pay all fees and taxes required by law.
- 5.12 Contractor shall be responsible for obtaining at its own expense, all construction permits and licenses required by the City, including for any subcontracting firm engaged in construction/installation for this Project.
- 5.13 In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. (Gov. Code § 4552; Pub. Con. Code § 7103.5.)
- 5.14 Subcontractors who are ineligible pursuant to Labor Code sections 1777.1 and 1777.7 are ineligible to perform work under this Contract.

6. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to City a wholly-independent contractor. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, servants, agents or subcontractors, except as set forth in the Contract Documents. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors, are in any manner officers, employees, agents or subcontractors of City.

7. INDEMNIFICATION

- 7.1 To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Gardena and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands,

causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the work performed under the Contract, or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision.

- 7.2 This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.
- 7.3 This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.
- 7.4 Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.
- 7.5 The prevailing party shall pay for reasonable attorney fees and costs incurred in relation to this indemnification provision.
- 7.6 Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b).
- 7.7 This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.
- 7.8 Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.
- 7.9 In the event there is more than one person or entity named in the Agreement as the Contractor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

8. QUALITY ASSURANCE

- 8.1 All materials furnished and all Work done under the Project shall be subject to rigid inspection. Work done in the absence of prescribed inspection may be required to be torn out and replaced and the entire cost of repair and replacement shall be borne by Contractor, irrespective of whether the work dismantled is found to be defective.

- 8.2 If the Work or materials, or any part thereof, shall be found defective any time before the final acceptance of the Project, Contractor shall immediately make good such defect without compensation in a manner satisfactory to the City, regardless of any previous inspection or estimation of such Work for payment.
- 8.3 If Contractor fails or neglects to make ordered repairs and/or replacement of damaged property within ten (10) DAYS after the service of an order to do such repair and/or replacement, the City, may make the ordered repairs and/or replacement and deduct the cost thereof from the monies due Contractor.
- 8.4 Prior to final acceptance, Contractor shall restore all areas affected by the work to the original state of cleanliness and repair all damage done to the premises, including the grounds, by his workmen and equipment.

9. INSURANCE

- 9.1 Commencement of Work. Contractor shall not be authorized to commence Work under this Contract until it has obtained approved insurance. Before beginning Work hereunder, during the entire period of this Contract, for any extensions hereto, and for periods after the end of this Contract as may be indicated below, Contractor must have and maintain in place not less than the insurance coverages required in this Section at his sole cost and expense. Contractor's insurance shall comply with all items specified by this Contract. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Contractor's insurance may cover all subcontractors. The insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.
- 9.2. 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.
- 9.3 Coverages, Limits and Policy Requirements. Contractor shall maintain the types of coverages indicated below:
- 9.4 Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) aggregate.
- 9.5 Commercial Auto Liability Insurance - a policy including all coverages 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 minimum auto insurance coverage shall be one million dollars (\$1,000,000) combined single limit per accident.
- 9.6 Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

- (i) City and its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy as respects liabilities arising out of the performance of any work done under the Contract.
- (ii) 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.
- (iii) For any claims with respect to the Project covered by this Contract, Contractor's insurance coverage shall be primary insurance as respects City and its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City and its elected and appointed officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (iv) The policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

9.7 Course of Construction Insurance - Contractor shall provide course of construction insurance covering for "all risks" of loss in the amount of the completed value of the Work. The City shall be named as a loss payee and the insurer shall waive all rights of subrogation against the City. 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 the City. Course of Construction Insurance may be provided for each separate Phase.

9.8 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 (\$1,000,000) 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.

In accordance with the provisions of section 1860 of the California Labor Code, Contractor's attention is directed to the requirement that in accordance with the provisions of section 3700 of the California Labor Code, Contractor and every subcontractor will be required to secure the payment of compensation of his or her employees, or obtain a certificate of consent to self-insurance by the Director of Industrial Relations in accordance with the requirements of Section 3700 of the California Labor Code.

In accordance with the provisions of section 1861 of the California Labor Code, Contractor shall sign and file with the awarding body the following certification prior to performing any work on the Project:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

9.9 Additional Requirements. The procuring of required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of

this Contract. City shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Contractor shall be deemed in default hereunder.

- 9.10 Deductibles. Any deductible or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of the City, 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 Contractor); or Contractor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses in the amount of any deductibles or self-insured retentions.
- 9.11 Verification of Compliance. Contractor shall furnish City with the required endorsements attached hereto. All documents 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 Contract, Contractor 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. Contractor shall provide full copies of any requested policies to City within three (3) days of any such request by City.
- 9.12 Termination for Lack of Required Coverage. If Contractor, for any reason, fails to have in place, at all times during the term of this Contract, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Contractor's expense and/or terminate this Contract. Contractor shall indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents and volunteers from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain any insurance required by this Contract.

9.13 Equipment Coverage

Any policy or policies of insurance Contractor or his subcontractors elect to carry as insurance against loss or damage to construction equipment and tools or other personal property shall include a provision waiving the insurer's right of subrogation against City.

10. SECURITY

- 10.1 Contractor shall not commence the Work under this Contract until Contractor has obtained all security required under this Section and such security has been approved by City as to form, amount and carrier.
- 10.2 Contractor shall maintain in full force and effect during the term of this Contract a certificate regarding workers' compensation, liability insurance certificates, proof of a valid business license and any other documents required by the Contract. If this Contract is for more than \$25,000.00, Contractor shall also maintain in full force and effect during the term of this Contract security guaranteeing one hundred percent (100%) of payment (labor and materials) and separate security guaranteeing one hundred percent (100%) of performance. If bonds are the chosen form of security, they shall be submitted on the forms which are part of the Contract Documents; no substitutions shall be accepted. The performance bond shall remain in effect for all deliverables for one full year from the date of acceptance of the Work to insure that defects which appear

within said period will be repaired, replaced, or corrected by the Contractor at his own cost and expense to the satisfaction of the City Engineer within thirty (30) days after written notice thereof by City.

- 10.3 The surety shall be admitted to do business in California, listed with the State of California Department of Insurance and shall comply with all requirements of State law. (No surplus list surety will be accepted.) (Code of Civil Procedure § 995.311.)
- 10.4 If during this Contract any of the sureties upon the bonds become insufficient in the opinion of City, City may require additional sureties which Contractor shall furnish to City's satisfaction within 15 calendar days after written notice and failure to do so shall be considered a default by Contractor.

11. CITY'S RIGHT TO TERMINATE

- 11.1 If Contractor refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete the Work within such time, or if Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of his insolvency, or if Contractor or any subcontractor shall violate any of the provisions of this Contract, or should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or instructions of City or otherwise breach this Contract, City shall serve written notice on Contractor and Contractor's sureties of the intention that this Contract be terminated together with the reasons therefor. Unless within five (5) working days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Contract shall upon the expiration of said five (5) working days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

In event of any such termination, City shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this Contract, provided, however, that if surety within five (5) working days after service upon it of said notice of termination does not give City written notice of its intention to take over and perform this Contract or does not commence performance thereof within ten (10) working days from the date of serving such notice, City may take over the Project and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and Contractor and its surety shall be jointly and severally liable to City for any excess cost or other damages occasioned City thereby. If City takes over the Project as herein above provided, City may, without liability for so doing, take possession of, and utilize in completing the Project, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Project and necessary therefor.

In the event of any such termination, Contractor will be paid for Work performed, less damages caused to City by the acts of Contractor causing the termination.

- 11.2 City may terminate the Contract at its own discretion for any reason. Upon such termination, City will pay Contractor fair and reasonable compensation as agreed upon between City and Contractor. In the event that no agreement is reached, City will be liable to Contractor only for the reasonable value of the Work performed and other actual costs sustained by Contractor.

12. WAIVER

No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

13. NOTICE

- 13.1 Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of such party. Any notice shall not be effective for any purpose whatever unless served in the following manner: Directly to the City Clerk's Office.
- 13.2 Whenever it shall be necessary for either party to serve notice on the other respecting the Contract, such notice shall be in writing and served by personal delivery or by registered mail, postage prepaid, return receipt requested, addressed as follows:

City: **City of Gardena**
Kevin Thomas
1717 West 162nd Street
Gardena, CA 90247

Contractor: **West Coast Arborists, Inc.**
2200 E. Via Burton Street
Anaheim, CA 92806

unless and until different addresses may be furnished in writing by either party to the other.

14. ASSIGNMENT

- 14.1 Contractor shall not assign the performance of the Contract, nor any part thereof, nor any monies due or to become due hereunder, without the prior written consent of City.
- 14.2 Subject to the provision of this Section regarding assignment, the Contract shall be binding upon the heirs, executors, administrators, successors, and assigns of Contractor.

15. ATTORNEY'S FEES

Except as specifically provided for herein, attorney's fees shall not be awarded to either party in any action in law or in equity, including an action for declaratory relief, brought to enforce or interpret the provisions of this Contract or to assert any claim resulting or alleged to result from its performance.

16. MISCELLANEOUS PROVISIONS

- 16.1 The Contract shall be effective from and after the date that this Contract is signed by the representatives of City.
- 16.2 This Contract may be made in counterparts.
- 16.3 The captions of the articles, sections, subsections, paragraphs and subparagraphs of the Contract are for reference only and are not to be construed in any way as a part of the Contract.
- 16.4 The rights and remedies contained in this Contract are cumulative, and in addition to and not in limitation of, any right or remedy at law or in equity to which City may be entitled.
- 16.5 Pursuant to Gardena Municipal Code Section 2.24.020(H), Contractor is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the city of Gardena until completion of Work.

17. ENTIRE AGREEMENT

- 17.1 This Contract integrates all terms and conditions in connection with the Work and supersedes all negotiations and prior understandings, either oral or in writing, in respect to the subject matter hereof.
- 17.2 The Contract shall not be amended except by a writing duly executed by the parties.

18. Claims Disputes

Any claims of Contractor, as "claims" are defined in California Public Contract Code Section 9204 shall be processed in accordance with that section. Section 9204 provides in relevant part that upon receiving a claim from a contractor, together with reasonable documentation to support the claim, a contracting public entity shall conduct a reasonable review of the claim and, within a period not to exceed 45 days [except as otherwise provided in Section 9204], shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply. If the contractor disputes the public entity's written response, or if the public entity fails to respond to a claim within the time prescribed, the contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the contractor sharing the associated costs equally. The public entity and contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall

bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to other applicable procedures.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this Contract to be executed and attested by their duly authorized officers.

CITY

By: _____
TASHA CERDA, MAYOR

Date: _____
SEAL

Attest:

By: _____
CITY CLERK (Sign)

Date: _____

CONTRACTOR

By: _____
Sign / Title

Date: _____

Attest: (Contractor)

By: _____
Sign / Title

Date: _____

APPROVED AS TO FORM:

By:  _____
PETER WALLIN, CITY ATTORNEY

Date: 8/7/2019

CONTRACT

PROJECT NO. JN 982

FAITHFUL PERFORMANCE BOND

WHEREAS, the City of Gardena has awarded to _____ hereinafter designated as the "Principal", a Contract for:

PROJECT:

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City, as Oblige, in the sum _____ (\$ _____), lawful money of the United States of America, this amount being not less than one hundred percent (100%) of the total Contract price, , for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay all court costs and reasonable attorneys' fees to the City of Gardena in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

This bond shall remain in full force and effect for a warranty period of one full year after acceptance of the job by the City.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____, 2014, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

[PRINCIPAL]

By _____

Title _____

Signature

[SURETY]

By _____

Title _____

Address _____

Phone No. _____

Signature

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

CONTRACT

PROJECT NO. JN 982

PAYMENT BOND

WHEREAS, the City of Gardena has awarded to _____, as Contractor, a contract for the work described as follows:

PROJECT:

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of _____, Dollars (\$_____) this amount being not less than one hundred percent (100%) of the total Contract price, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, or any other amounts due to persons under any applicable project contract or law, with respect to such work and labor, then the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay all court costs and reasonable attorneys' fees to the plaintiff(s) and City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

This bond shall remain in full force and effect for six full months after the period in which verified claims may be filed as provided for in Section 3184 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____, 2014, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

[PRINCIPAL]

By _____

Title _____

Signature

[SURETY]

By _____

Title _____

Address _____

Phone No. _____

Signature

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

CONTRACT

PROJECT NO. JN 982

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

DATED: _____

CONTRACTOR

By _____
Signature

Title

ATTEST:

By _____
Signature

Title

PROPOSAL

PROJECT NO. JN 982

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.

The bidder shall also designate in the space provided indicating whether or not the subcontractor qualifies as a Woman Owned Business Enterprise, "WBE", or a Minority Business Enterprise, "MBE".

<u>WBE or MBE</u>	<u>Portion of Work %</u>	<u>Subcontractor's Name and Address</u>	<u>Type of Work</u>	<u>State License Number</u>	<u>Class</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Not more than _____ %.

PROPOSAL

PROJECT NO. JN 982

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

_____ being first duly sworn, deposes and says that
he or she is _____ of _____
_____ the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf
of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is
genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired,
connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from
bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication,
or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead,
profit, or cost element of that of any other bidder, or to secure any advantage against the public body
awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid
are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any
breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and
will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

NAME OF BIDDER

SIGNATURE OF BIDDER

ADDRESS OF BIDDER

CITY

STATE

ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)



City of Gardena

City Council Meeting

Agenda Item No. 8.E. (1)

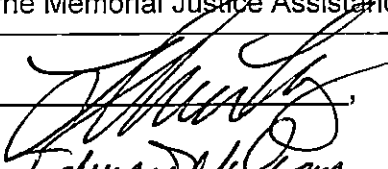

Department: POLICE

Meeting Date: 08/13/2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: NOTIFICATION OF ELIGIBILITY FOR FUNDING IN THE AMOUNT OF \$24,173.00 UNDER THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, FISCAL YEAR 2019 LOCAL SOLICITATION

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Receive and file.	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>Staff respectfully recommends that the City Council receive and file this notification of eligibility for funding in accordance with the requirement that the application be made available for review by the governing body of the state or unit of local government not less than 30 days before the application is submitted to the Bureau of Justice Assistance (BJA). Public notification will also appear in the local newspaper announcing such and will allow for public comment as required under the JAG Program.</p> <p>On July 25, 2019, the Police Department received notification from the United States Department of Justice, Bureau of Justice Assistance, that the City of Gardena is eligible to receive funding in the amount of \$24,173.00 under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2019 Local Solicitation.</p> <p>The JAG Program assists state, local and tribal efforts to prevent or reduce crime and violence. JAG funds may be used to enhance law enforcement programs in the areas of technical assistance, training, personnel, equipment, supplies, and contractual support.</p> <p>It is the intent of the Police Department to utilize the JAG Program grant to purchase ten (10) APX900 Motorola portable radios to be used by new officers and to be issued to employees participating in special operations and events.</p> <p>The Police Department has arranged for all the planned expenditures to be covered by the JAG grant award, so there will be no impact to the General Fund.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
1) JAG Grant Funding Amount: \$24,173.00.	
<u>ATTACHMENTS:</u>	
Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2019 Local Solicitation Overview	
Submitted by: 	Thomas Kang, Chief of Police
Date: 8-6-19	
Concurred by: 	Edward Medrano, City Manager
Date: 8/6/19	



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2019 Local Solicitation

CFDA #: 16.738

Solicitation Release Date: July 25, 2019

Application Deadline: 8:00 p.m. eastern time on August 23, 2019

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. The OJP Grant Application Resource Guide provides guidance to applicants for the preparation and submission to OJP of applications for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

Eligibility

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "unit of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., a mayor)

properly executes, and the unit of local government submits, the "Certifications and Assurances by Chief Executive of Applicant Government" attached to this solicitation as Appendix A.

Eligible allocations under JAG are posted annually on the JAG web page.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact Information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888-549-9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service (NCJRS) Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** in order to request approval to submit its application after the deadline. For information on reporting technical issues, see "Experiencing Unforeseen GMS Technical Issues" under **How to Apply (GMS)** in the OJP Grant Application Resource Guide.

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301-240-5830, or by web chat at https://webcontact.ncjrs.gov/ncjchat/chat.jsp. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA State Policy Advisor.

Post-Award Legal Requirements Notice

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the OJP Grant Application Resource Guide.

Deadline details

Applicants must register in the OJP Grants Management System (GMS) at https://grants.ojp.usdoj.gov/ prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by 8 p.m. eastern time on August 23, 2019.

For additional information, see the "**How to Apply (GMS)**" section in the OJP Grant Application Resource Guide.



City of Gardena City Council Meeting

Agenda Item No. 9. A. (1)

Department: COUNCIL ITEMS

Meeting Date: 08/13/2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: DESIGNATION OF VOTING DELEGATE / REPRESENTATIVE FOR
THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE,
OCTOBER 16-18, 2019, IN LONG BEACH, CA

COUNCIL ACTION REQUIRED

Designate Voting Delegate

Action Taken

STAFF SUMMARY

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 16-18, 2019, Annual League of California Cities (League) Conference and Expo, to be held at the Long Beach Convention Center.

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, Council Member Rodney G. Tanaka is registered 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 30, 2019. The selection information, attested by the City Clerk, will be submitted to the League of California Cities Office by the required 2019 deadline.

FINANCIAL IMPACT/COST – None

ATTACHMENTS

League Notification regarding Designation of Voting Delegates / Alternates for League Policy
2019 Annual Conference Voting Delegate/Alternate Form
Annual Conference Voting Procedures

Submitted by Edward Medrano, Edward Medrano, City Manager

Date: 08/13/2019

Council Action Advised by August 30, 2019

June 10, 2019

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 16 - 18, Long Beach**

The League's 2019 Annual Conference is scheduled for October 16 – 18 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, October 18, at the Long Beach Convention Center. 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 Friday, October 4. 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.

- **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. To register for the conference, please go to our website: 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 Sacramento Convention Center, will be open at the following times: Wednesday, October 16, 8:00 a.m. – 6:00 p.m.; Thursday, October 17, 7:00 a.m. – 4:00 p.m.; and Friday, October 18, 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 Friday, October 4. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

- **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.

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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 Friday, October 4. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

**2019 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, October 4, 2019. 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 Friday, October 4, 2019

League of California Cities
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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.