



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 27, 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

A. CONFERENCE WITH LEGAL COUNSEL
EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

- (1) California Regional Water Quality Control Board, Los Angeles Region
Administrative Civil Liability Complaint No. R4-2019-0005
In the matter of the City of Gardena

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957.6

Title: City Manager

C. 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

3. PLEDGE OF ALLEGIANCE & INVOCATION

A. PLEDGE OF ALLEGIANCE

Erika Shintaku and RJ Shintaku

Participants in various Programs supported by the Recreation and Human
Services Department, and the Gardena Sister City Association

B. INVOCATION

The Reverend Dwight Dudley, Pastor
Calvary Chapel South Bay

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

- (1) Gardena Military Veteran Recognition to Honor Veteran Alfred L. Franklin, who served in the U.S. Air Force. He was chosen at the recommendation of Mayor Tasha Cerda
(to be accepted by Mr. Alfred L. Franklin)

B. PROCLAMATIONS – *No Items*

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS (Continued)

C. APPOINTMENTS

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

5. CONSENT CALENDAR

NOTICE TO THE PUBLIC

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

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

B. CITY CLERK

- (1) Approval of Minutes
 - (a) Gardena City Council Regular Meeting, August 13, 2019
- (2) Affidavit of Posting Agenda on August 23, 2019

C. CITY TREASURER

- (1) Approval of Warrants / Payroll Register
 - (a) August 27, 2019

D. CITY MANAGER

- (1) Personnel Report No. P-2019-15
- (2) RESOLUTION NO. 6407, Amending the List of Authorized Games and Authorizing the Play of Certain Games in Licensed Card Clubs
- (3) Approve GTrans' 2019 Disadvantaged Business Enterprise Program Update
- (4) Approve Administrative Agreement with International City Management Association Retirement Corporation (ICMA-RC)

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. August 20, 2019, MEETING – **Meeting Cancelled**

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: ORDINANCE NO. 1807, Making Changes to Chapter 18.19, Mixed Use Overlay Zone, of the Gardena Municipal Code Relating to Transitional and Supportive Housing

Staff Recommendation: Conduct a Public Hearing; (Note: Each speaker's comments to be limited to three [3] Minutes); Introduce Ordinance No. 1807

C. ELECTED & ADMINISTRATIVE OFFICES

- (1) Re-Appointment of Representative to the South Bay Workforce Investment Board (SBWIB)
Staff Recommendation: Approve Re-Appointment of Business Private Sector Representative to SBWIB

D. GENERAL SERVICES – **No Items**

E. POLICE

- (1) Authorization to Purchase Five Patrol Vehicles from National Auto Fleet Group in the Amount of \$185,657.20 and Expend Build-Out Costs in the Amount of \$57,537.75
Staff Recommendation: Authorize Purchase and Build-Out Costs

F. RECREATION & HUMAN SERVICES

- (1) Authorization to Purchase Furniture and Office Hardware for the Nakaoka Community Center from D&R Office Works, Inc., in the Amount of \$88,576.92
Staff Recommendation: Authorize Purchase

8. DEPARTMENTAL ITEMS (Continued)

G. TRANSPORTATION

- (1) Approval of Agreement with Makai Solutions, Inc. for Facilities Maintenance Services for a contract total of \$46,464

Staff Recommendation: Approve Agreement

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS

A. COUNCIL ITEMS

- (1) RESOLUTION NO. 6408, WITHDRAWING FROM THE CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY

Staff Recommendation: Adopt Resolution No. 6408

B. COUNCIL DIRECTIVES

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

D. COUNCIL REMARKS

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

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, September 10, 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 23rd day of August, 2019

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

GARDENA MILITARY VETERAN RECOGNITION

HONORING

ALRED L. FRANKLIN

(selected by Mayor Tasha Cerda)

Mr. Franklin is 78 years of age and a long-time resident of Gardena.

Military Service:

Alfred Franklin joined the U.S. Air Force on October 1, 1959, as a Basic Airman, and served until honorably discharged at the rank of Airman First Class, on August 12, 1963.

His specialty title was Morse Code Intercept Operator.

Upon his entry, he was stationed in San Antonio, Texas, for four weeks of basic training. Then he was sent to Biloxi, Mississippi, for six months of Morse Code training. Following that training, he was assigned and sent to St. Lawrence Island, Alaska (120 miles from Russia), which was an extremely remote site. He was at that location for one year.

Upon completing that year of service, which was "so drastic and depressing," the Air Force guaranteed that Airman Franklin could go anywhere in the world of his choosing. So, based on good advice from fellow Senior Airmen, he chose to be relocated to Japan, and completed his military service and was released from his tour of duty while in Japan.

For his military service, Franklin received:

- Letter of Commendation
- Good Conduct Medal

Of Note:

Veteran Alfred L. Franklin is the brother of the Honorable Councilman Ralph Franklin, City of Inglewood, 4th District.

**MINUTES
Regular Meeting of the
City of Gardena City Council
Tuesday, August 13, 2019**

The regular meeting of the City Council of the City of Gardena, California, was called to order at 7:00 p.m. on Tuesday, August 13, 2019, in the Council Chamber of City Hall, 1700 West 162nd Street, Gardena, California; Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: 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. Mayor Tasha Cerda arrived a few minutes after the Roll Call, just as Closed Session was to begin.

At 7:05 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. PUBLIC EMPLOYMENT APPOINTMENT

Government Code Section 54957

- (1) Appointment of Deputy City Attorney

B. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS

Government Code Section 54957.6

- (1) Agency Negotiators: City Manager Edward Medrano and City Attorney Peter L. Wallin
Negotiation 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

C. CONFERENCE WITH LABOR NEGOTIATORS

- (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 7:49 p.m., and the City Clerk noted the return of all Council Members who were present at the meeting.

2. CLOSED SESSION (Continued)

When City Attorney Wallin was asked if there were any reportable actions from the Closed Session, he stated that there were two actions to report that:

- (1) The City received an offer from the owner of the property for the purchase of the property located at 16010 South Harvard Boulevard, Gardena, in the amount of \$1,250,000.00. The City Council approved the purchase; and*
- (2) The City Council approved the appointment of Ms. Carmen Vasquez as Deputy City Attorney.*

3. PLEDGE OF ALLEGIANCE & INVOCATION

A. PLEDGE OF ALLEGIANCE

Quovadis Ingram and Aubrey Ingram, sister and brother, led the Pledge of Allegiance. Both Quovadis and Aubrey are participants in the Summer Day Camp at Freeman Memorial Park, sponsored by the Recreation and Human Services Department. They both attend 156th Street Elementary School. They introduced their parents and thanked the Council for inviting them to lead the Pledge of Allegiance.

B. INVOCATION

The Reverend Christopher Codrington, Pastor of Gardena-Torrance Baptist Church, led the Invocation.

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

- (1) Gardena Military Veteran Recognition to Honor Veteran Mr. Ronald Jackson, who served in the U.S. Marine Corps. Council Member Medina briefly spoke about Mr. Jackson commending him of his efforts and his current activities in the community. Mayor Tasha Cerda read a brief Biography, then Council Member Medina presented Mr. Jackson with a City of Gardena Veterans Commemorative Coin. Also, on behalf of California Assemblyman Al Muratsuchi, Mayor Pro Tem Kaskanian read the text of a Certificate of Recognition and it was presented to Mr. Jackson. Mr. Jackson was given an opportunity to speak, and 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) 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) Approved: Affidavit of Posting Agenda on August 9, 2019

C. CITY TREASURER

(1) Approved: Warrants / Payroll Registers

- (a) August 13, 2019: Wire Transfer: 11788, 11801, 11806-11810; Prepay: 155138-155154; Check Nos. 155155-155464; for a total Warrants issued amount of \$8,283,489.74; Total Payroll Issued for August 2, 2019: \$1,646,410.17

D. CITY MANAGER

(1) Approved: Personnel Report No. P-2019-14

(2) Approved: Approval of the Amended 2019-2024 Memorandum of Understanding (MOU) between the City of Gardena and the Gardena Police Officers Association (GPOA)

(3) Adopted: RESOLUTION NO. 6404, Amending the List of Authorized Games and Authorizing the Play of Certain Games in Licensed Card Clubs

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

(4) Approved: 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) Approved: Acceptance and Notice of Completion of Rowley Park Renovation, JN 870; Auditorium Audiovisual Upgrade, Auditorium Classroom Remodel, and Sun Shade Structure.

(6) Approved: Ratify Administrative Approval of the Cooperative Agreement between Los Angeles County and the City of Gardena for Paratransit Service.

(7) Approved: Approve Project List for the FY20 State Transit Assistance State of Good Repair Program

5. CONSENT CALENDAR (Continued)

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

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

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.

This Item was Received and Filed

ORAL COMMUNICATIONS

- (1) Mr. Glenn Mitchell, resident: spoke about and asked the City Council to consider creating a recognition program somewhat like the current City's Military Veterans recognition program. He asked the Council if they would consider recognizing an individual at the City Council Meetings for their exceptional diligence and positive contributions to the community. Also, he suggested that the persons being recognized be living persons, not those after they have passed.

8. DEPARTMENTAL ITEMS

A. ADMINISTRATIVE SERVICES – *No Items*

B. COMMUNITY DEVELOPMENT

- (1) PUBLIC HEARING: Zone Code Amendment #2-19, Project Location: City Wide, 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*

8. DEPARTMENTAL ITEMS (Continued)

D. GENERAL SERVICES

(1) Approval of On-Call Professional Consultants for As-Needed Services

City Manager Medrano presented the Staff Report.

There was discussion regarding the collecting of demographic data to see how many disadvantaged, minority, and veteran businesses applied; there was also discussion about the types of projects that could be costing \$100,000. City Manager Medrano stated that we did not collect that data but would do so going forward and explained that we do not have in-house staff to do this type of work. Therefore, we would need to hire a Consultant for the design work such as landscape architecture (like the work that was done on Artesia Boulevard), engineers for redesigning an intersection, and engineers for roadway designs. He also mentioned that most consultants were paid out of project budget, not out of general fund money.

It was moved by Council Member Henderson, seconded by Council Member Tanaka, and carried by the following roll call vote to Approve On-Call Professional Consultant Services for As-Needed Services:

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

Noes: None

Absent: None

(2) Approval of Two (2) Year Contract with West Coast Arborists, Inc. in the amount of \$175,000 for Full-Service Forestry Maintenance Program

City Manager Medrano presented the Staff Report.

Victor Gonzalez and Robert Thompson, representatives from West Coast Arborists, Inc. ("WCA") were present to answer any questions that the Council had. There was a discussion regarding how the City of Gardena piggy-backed on an agreement that the City of Temple City had with WCA to avoid time and cost to conduct a bid process. The City of Temple City's results met all the criteria and specifications of the City of Gardena. It was further discussed that ongoing maintenance of City-owned trees is required to preserve the health, safety, and general welfare of the public. It was also stated that routine pruning of trees is necessary to define tree structure as well as to ensure the safety and security of the member of the public who are placed at risk when City trees go unmaintained. The representatives continued to say that they maintain an electronic inventory which tracks the conditions of the trees in developing a comprehensive five (5) year maintenance program which details the entire City of Gardena.

It was moved by Council Member Medina, seconded by Council Member Henderson, and carried by the following roll call vote to Approve the Two (2) Year Contract with West Coast Arborists, Inc.:

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

Noes: None

Absent: None

8. DEPARTMENTAL ITEMS (Continued)

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.

City Manager Medrano presented the Staff Report.

There was discussion regarding the number of radios needed. City Manager Medrano informed Council that there are approximately 120-130 portable radios. This is for additional portables, which will help offset some of the general fund expenditures. He continued to say that about 1 to 1-1/2 years ago, Council approved \$1.5 million dollars for radios; the City is phasing from a transistor radio system to a digital trunked network. All these radios would need to be able to operate under this digital platform, so these radios would comply with that system.

This Item was Received and Filed

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.

City Manager Medrano presented the Staff Report.

It was moved by Council Member Henderson, seconded by Council Member Medina, and carried by the following roll call vote to Designate Council Member Rodney Tanaka as the Voting Delegate:

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

Noes: None

Absent: None

B. COUNCIL DIRECTIVES

- (1) Council Member Medina asked:

(a) For a follow up status report regarding the Video Taping Contract for the 2019 Jazz Festival.

- (2) Council Member Henderson asked:

(a) For a statement of work of our needs for a Videographer for the City

(b) For study sessions regarding an abandoned property ordinance

(c) City Clerk, Mina Semenza for information regarding Voting Center facilities throughout our City

This was seconded by Mayor Tasha Cerda

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

B. COUNCIL DIRECTIVES (Continued)

(3) Mayor Pro Tem Kaskanian asked:

- (a) City Manager Medrano if the City Council had previously authorized the increase for expenditures from the City Manager from \$25,000.00 to \$30,000.00 without having to go before Council

(4) Mayor Tasha Cerda asked:

- (a) City Manager Medrano if he could investigate developing a Community Recognition Program, such as one suggested by resident Mr. Glenn Mitchell who spoke at the tonight's City Council Meeting during public comments. She concurred with Mr. Mitchell's asking that the City honor a local resident at the one of our meetings to mirror our Veterans recognition.

This was seconded by Council Member Medina

(5) Council Member Tanaka asked:

- (a) To Re-establish the City's Wall of Fame

This was seconded by Council Member Medina

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) Signage throughout the City regarding infrastructure projects;
- (2) Annual unfunded liability, Fresh Start, OPEB & PEPRA;
- (3) English classes serving the Korean community;
- (4) August 2019 – January 2020 "Live, Work, Play in Gardena" Brochure;
- (5) 2019 Jazz Festival, Sunday, August 25, 2019;
- (6) Fraud Prevention Seminar, Saturday, August 24, 2019, from 9:30 a.m. to 11:30 a.m.;
- (7) "Operation Backpack," August 2, 2019, at Johnson Park; and
- (8) A video presentation regarding the 10th Annual Food, Wine & Brew Festival.

D. COUNCIL REMARKS

- (1) COUNCIL MEMBER HENDERSON – since the last meeting, he attended the Centinela Youth Services Meeting as they work to realign some of their IT Services. He said he was at the Gardena Place ribbon cutting located at Van Ness and Rosecrans Ave. He attended the backpack giveaway for Sensory Integration Education Research Foundation. He also made a lot of community visits and phone calls. He said the National Night Out was great and that the location was changed from Target to the front of the City Hall and noticed there were more community members at the event. He attended the Board of Directors Breakfast for Playa Vista Jobs, a non-profit organization. He attended the funeral services of Darren W. Parker; whose family is a well-known in Gardena. It was a great service where Mayor Garcetti, Congresswoman Waters, and many more folks from all around the state and down from Sacramento were present at the service, and shared he was able to speak for the City of Gardena, and also had an opportunity to speak as a friend.

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

- (2) COUNCIL MEMBER MEDINA – since the last Council Meeting, he, as the Chair of the Gardena Beautification Committee, hosted the August 10, 2019, Concert on the Lawn, featuring big band music, and commended Pauline Moses from the Recreation Department for her assistance. He shared that both all you can eat ice cream and sugar-free ice-cream were offered. He attended the Southern California Association of Governments, and said they are voting on getting more members to represent all 118 cities across the Los Angeles, Riverside, and Orange Counties. He had the pleasure of delivering seven birthday cakes to seven Convalescent Homes in Gardena; the cost of the cakes is supported by Waste Management, and he delivers the cakes. At the South Bay Cities Council of Governments (SBCCOG), they reported about the homeless count and that there are 76 homeless in Gardena; 72% are men and 25.7% are women. He reported that SBCCOG is working to get some services rendered to the homeless, especially some buildings to be donated so the homeless can have a place to live. He attended the Metro Service Council and shared that they had a presentation about the airport renovation/reconfiguration. He announced that there will be some changes and in a couple years we won't be able to exit the airport like we used to. He thanked all those who attended the Concerts on the Lawn; that there were over 200 people who attended the three successful events.
- (3) MAYOR PRO TEM KASKANIAN – he attended the ribbon cutting at the Gardena Place development with his colleagues, Council Members Henderson and Tanaka, and City Clerk Mina Semenza. He said they are beautiful homes, but by the time they climbed to the third-floor bedroom area, they were worn out and said the option with an elevator was needed. On August 6, 2019, he attended the National Night Out. He thanked and congratulated everyone who organized the event. It was a great idea that the event be held here, at the City Hall, rather than at Target. On August 10, he was supposed to attend the Elks Lodge's softball tournament but was not able to make it and apologized. He shared the good news that Gardena won the softball tournament, and said he was not able to attend because it was his 28th Wedding Anniversary and gave a shout out to his wife.
- (4) MAYOR CERDA – she attended the 1st Annual Girl's Life Enrichment Summer Program, an event put on by the Los Angeles Stentorians, a non-profit from LA County Fire, where their main purpose is to recruit young people to the fire department, especially minorities. She said she spoke to the girls about maybe seeking a career as a Council Member or a Mayor. She attended National Night Out and thanked the entire staff for doing a great job in putting the event together. She attended LA County Lifeguard Medal of Valor ceremony, held on the beach. They honored a lifeguard who received the Lifetime Award for being a lifeguard for over 50 years. She attended her monthly JPA meetings, but instead of meeting once a month, they have been meeting once a week. She mentioned it was a bit tiring, but it was worth doing it.
- (5) COUNCIL MEMBER TANAKA – said he attended the Parks and Recreation "Game On" event, and said it was a lot of fun. He thanked Stephany Santin and staff for putting it on. He went to Gardena Place for the ribbon cutting. He attended the League of California Cities installation of the new President, Juan Garza, from Bellflower. He said that people liked the new venue for the National Police Night Out and having it at the City Hall 'brought it home.' He attended the retirement celebration for firefighter, Bob Gutierrez, from Station 158. He went to the Obon Festival Celebration hosted by the Gardena Buddhist Church on August 9 and 10.

10. ANNOUNCEMENTS

Mayor Cerda announced:

- (1) Annual Boat Tour, "Sanitation, and How it Effects Marine Life" a three-hour tour, sponsored by the Los Angeles County Sanitation Districts, leave out of the harbor out of San Pedro, California, on Saturday, August 24, 2019. If interested, please call (310) 217-9508.
- (2) Gardena Military Veterans Recognition Application forms are available in the City Hall Lobby and at the City Manager's Office. They can also be found on the City of Gardena's web site at www.cityofgardena.org. If anyone has a question or would like to request an application, please call (310) 217-9503; and
- (3) 17th Annual Jazz Festival, Sunday, August 25, 2019 from 11:00 a.m. to 7:30 p.m. This event is sold out, tickets are no longer available;

11. REMEMBRANCES

Officer Andre Moya Jr., 34 years of age and a member of the California Highway Patrol for 3 years, who was tragically killed by a driver, during a routine traffic stop on the 215 freeway in Riverside, on Monday evening August 12, 2019.

12. ADJOURNMENT

At 9:09 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to a Regular City Council Meeting, at 7:00 p.m., on Tuesday, August 27, 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

MEMORANDUM

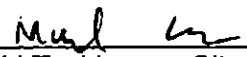
TO: Honorable Mayor and City Council
FROM: Treasurer's Department
DATE: August 23, 2019
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

(a) August 27, 2019 TOTAL WARRANTS ISSUED: \$3,176,921.68

Wire Transfer: 11802,11804-11805,11811-11816
Prepay: 155465-155487
Check Numbers: 155488-155654
Checks Voided:

Total Pages of Register: 20

August 16, 2019 TOTAL PAYROLL ISSUED: \$2,092,317.09

for: 

J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

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Voucher List
CITY OF GARDENA

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11802	7/22/2019	110183 ALLIANT INSURANCE SERVICES, INC.	2019-2020		ANNUAL INSURANCE RENEWAL - COVI	170,989.71
					Total :	170,989.71
11804	7/24/2019	110223 CSAC EXCESS INSURANCE, AUTHORITY	20300031/20100065		ANNUAL INSURANCE RENEWALS ~	622,131.00
					Total :	622,131.00
11805	7/31/2019	110183 ALLIANT INSURANCE SERVICES, INC.	2019-20		ANNUAL INSURANCE RENEWAL - FY 20	5,274.55
					Total :	5,274.55
11811	8/7/2019	321408 U.S. POSTAL SERVICE	080219		TMX #259234 REPLENISH POSTAGE MI	6,000.00
					Total :	6,000.00
11812	8/8/2019	104058 ADMINISURE INC.	080719		WORKERS' COMP CLAIMS ADMINISTR	33,623.03
					Total :	33,623.03
11813	8/1/2019	103768 U.S. TREASURY	FORM 720-2019		QUARTERLY FEDERAL EXCISE TAX RE	1,061.16
					Total :	1,061.16
11814	8/15/2019	104058 ADMINISURE INC.	081519		WORKERS' COMP CLAIMS ADMINISTR	31,916.69
					Total :	31,916.69
11815	8/20/2019	106110 ADVANCED BENEFIT SOLUTIONS, LLC	082019		HEALTH INSURANCE CLAIMS	110,727.10
					Total :	110,727.10
11816	8/20/2019	106110 ADVANCED BENEFIT SOLUTIONS, LLC	081519		HEALTH INSURANCE CLAIMS	130,733.69
					Total :	130,733.69
155465	8/13/2019	619004 GOLDEN STATE WATER CO.	072519		WATER	20,268.68
					Total :	20,268.68
155466	8/13/2019	105082 MAJESTIC LIGHTING, INC.	ML73376	024-00579	SIGNS/SIGNALS SUPPLIES	4,139.10
					Total :	4,139.10
155467	8/13/2019	619003 SOUTHERN CALIFORNIA EDISON	052519		LIGHT & POWER	11,297.82
					Total :	11,297.82
155468	8/13/2019	619003 SOUTHERN CALIFORNIA EDISON	062119		LIGHT & POWER	13,211.70

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155468	8/13/2019	619003 619003 SOUTHERN CALIFORNIA EDISON	(Continued)		Total :	13,211.70
155469	8/13/2019	619003 SOUTHERN CALIFORNIA EDISON	072319		LIGHT & POWER	15,403.20
					Total :	15,403.20
155470	8/20/2019	110736 JAZZ IN PINK	082519 BAL	034-00413	ENTERTAINMENT SERVICES, JAZZ FE	2,500.00
					Total :	2,500.00
155471	8/20/2019	110736 JAZZ IN PINK	082519	034-00413	ENTERTAINMENT SERVICES AT THE G.	2,500.00
					Total :	2,500.00
155472	8/21/2019	110769 HR DYNAMICS & PERFORMANCE, MANAGEM	082119		CONSULTING SERVICES - SUPERVISO	18,000.00
					Total :	18,000.00
155473	8/22/2019	110764 YO-WAY EATERY	082519	034-00423	LUNCH FOR STAFF AND VOLUNTEERS	2,337.50
					Total :	2,337.50
155474	8/22/2019	110273 MIXONE SOUND	1762	034-00421	VIDEO DISPLAY WALL PACKAGE FOR \	8,000.00
					Total :	8,000.00
155475	8/22/2019	107488 CALIFORNIA FISH MARKET, LLC	2525 08/25/19	034-00418	CATERING SERVICES FOR GARDENA .	7,150.00
					Total :	7,150.00
155476	8/22/2019	104572 HUDSON AUDIO WORKS	10625	034-00419	STAGE, SOUND, LIGHTING, AND BACKI	1,600.00
					Total :	1,600.00
155477	8/22/2019	104572 HUDSON AUDIO WORKS	10626	034-00419	STAGE, SOUND, LIGHTING, AND BACKI	10,250.00
					Total :	10,250.00
155478	8/22/2019	104572 HUDSON AUDIO WORKS	10627	034-00419	STAGE, SOUND, LIGHTING, AND BACKI	12,650.00
					Total :	12,650.00
155479	8/22/2019	104572 HUDSON AUDIO WORKS	10628	034-00419	STAGE, SOUND, LIGHTING, AND BACKI	8,591.00
					Total :	8,591.00
155480	8/22/2019	109749 BEVERLY BOY PRODUCTIONS, INC	2412	034-00417	VIDEOGRAPHER SERVICES FOR COVE	1,625.00
					Total :	1,625.00
155481	8/22/2019	109749 BEVERLY BOY PRODUCTIONS, INC	2412 08/25/19	034-00417	VIDEOGRAPHER SERVICES FOR COVE	1,625.00

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155481	8/22/2019	109749 109749 BEVERLY BOY PRODUCTIONS, INC	(Continued)		Total :	1,625.00
155482	8/22/2019	109254 KJLH RADIO	010512	034-00420	EIGHTY EIGHT (88) :60 COMMERCIAL S	5,000.00
					Total :	5,000.00
155483	8/22/2019	110664 STANLEY CLARKE TOURS, INC	082519	034-00407	ENTERTAINMENT SERVICES, JAZZ FEST	12,500.00
					Total :	12,500.00
155484	8/22/2019	107617 JEFFRIES, QUIANA	3126		CATERING SERVICES - JAZZ FESTIVAL	1,050.00
					Total :	1,050.00
155485	8/22/2019	109232 B & B JANITORIAL SERVICE	082519		JAZZ FESTIVAL - JANITORIAL SERVICE	1,672.00
					Total :	1,672.00
155486	8/22/2019	109726 OFF DUTY CPO ESS	082519	034-00415	SECURITY SERVICES - JAZZ FESTIVAL	11,650.00
					Total :	11,650.00
155487	8/22/2019	619004 GOLDEN STATE WATER CO.	082119		WATER	2,735.83
					Total :	2,735.83
155488	8/27/2019	106086 ABC COMPANIES	2930346 2930919		GTRANS PARTS SUPPLIES GTRANS PARTS SUPPLIES	65.72 143.23
					Total :	208.95
155489	8/27/2019	101748 AFTERMARKET PARTS COMPANY LLC, THE	81794638 81794700 81797607 81800916 81800918 81802898 81807166 81807180		GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS	901.54 642.28 627.61 40.05 149.96 124.53 513.86 87.34
					Total :	3,087.17
155490	8/27/2019	100925 AMERICAN MOVING PARTS	01A98566 01A98591		GTRANS AUTO PARTS GTRANS AUTO PARTS	704.12 440.00
					Total :	1,144.12

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155491	8/27/2019	104687 AT&T	13382581 13405227		TELEPHONE~ TELEPHONE~	389.48 191.60 Total : 581.08
155492	8/27/2019	616090 AT&T	3232408 08/01/19		TELEPHONE	763.39 Total : 763.39
155493	8/27/2019	100474 AT&T LONG DISTANCE	081219		TELEPHONE	21.79 Total : 21.79
155494	8/27/2019	100964 AT&T MOBILITY	287275680401X8012019 287275680780X8012019		PD CELL PHONE ACCT #287275680401 PD CELL PHONE ACCT #287275680780	180.89 298.35 Total : 479.24
155495	8/27/2019	109959 AUTO GLASS 2000	32221		2015 FORD EXPLR #P21 - WINDOW, 20	665.00 Total : 665.00
155496	8/27/2019	110726 BALTHAZAR, JOEL	08/01-08/15/19		SPORTS OFFICIAL	60.00 Total : 60.00
155497	8/27/2019	110190 BASNET FAMILY CHILD CARE	JULY 2019		CHILD CARE PROVIDER	4,000.00 Total : 4,000.00
155498	8/27/2019	802155 BAYSIDE REPORTING COMPANY	11541		PROFESSIONAL SERVICES - C.JONES	443.50 Total : 443.50
155499	8/27/2019	110675 BGB DESIGN GROUP, INC	103669 103682	024-00567	PRIMM POOLAND RUSH GYM - LANDS LANDSCAPE ARCHITECTUAL SERVICE	12,780.00 10,020.00 Total : 22,800.00
155500	8/27/2019	110768 BLACKSTONE GAMING LLC	41464		REFUND - WORK PERMIT RENEWAL O'	47.00 Total : 47.00
155501	8/27/2019	108715 BOBBS, CINDY	JULY 2019		CHILD CARE PROVIDER	3,078.00 Total : 3,078.00
155502	8/27/2019	108892 CAL WEST MOBILE RV SERVICES	2201 2203		SERVICE CALL - REPAIR LEVELERS PD COMMAND CENTER REPLACE VEN	275.00 656.75

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155502	8/27/2019	108892 108892 CAL WEST MOBILE RV SERVICES	(Continued)		Total :	931.75
155503	8/27/2019	110537 CALIFORNIA CONSULTING, INC.	2958 07/31/19	039-00060	GRANT WRITING SERVICES - AUGUST	4,000.00
					Total :	4,000.00
155504	8/27/2019	110538 CANNON COMPANY	50609	024-00543	ARTESIA BLVD. ARTERIAL IMPROVEME	24,692.71
					Total :	24,692.71
155505	8/27/2019	803420 CARPENTER, ROTHANS & DUMONT, LAW OFI	33305		PROFESSIONAL SERVICES - M.SUGGS	123.90
			33318		PROFESSIONAL SERVICES - H.THURM	464.40
			33319		PROFESSIONAL SERVICES - B.RUIZ V.	126.00
			33320		PROFESSIONAL SERVICES - J.LAMAS '	269.95
			33321		PROFESSIONAL SERVICES - C.JONES	1,692.65
			33322		PROFESSIONAL SERVICES - A.GRIFFE	1,003.04
			33323		PROFESSIONAL SERVICES - H.VASQUI	1,135.06
			33324		PROFESSIONAL SERVICES - L.VALDEZ	768.25
			33325		PROFESSIONAL SERVICES - C.DAVIS &	80.00
			33326		PROFESSIONAL SERVICES - S.HILL V.	909.00
			33335		PROFESSIONAL SERVICES - D.YUN V.	1,375.20
					Total :	7,947.45
155506	8/27/2019	110643 CEM CONSTRUCTION CORP.	19-027	024-00560	PEDESTRIAN SAFETY IMPROVEMENT	198,065.50
					Total :	198,065.50
155507	8/27/2019	103489 CF UNITED LLC	144-H-070119-073119		CAR WASH JULY 2019	156.00
					Total :	156.00
155508	8/27/2019	110605 CHANDLER ASSET MANAGEMENT	1907GARDENA	013-00027	INVESTMENT MGMT SERVICES - JULY	1,314.11
					Total :	1,314.11
155509	8/27/2019	108378 CHARLES E. THOMAS COMPANY INC.	52183		SERVICE CALL - ACTIVE ALARMS SET I	93.97
					Total :	93.97
155510	8/27/2019	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY CA	JULY 2019		CHILD CARE PROVIDER	9,090.00
					Total :	9,090.00
155511	8/27/2019	110146 CHUCK THOMAS INVESTIGATIONS	06/26-07/17/19		PROFESSIONAL SERVICES	1,648.16

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155511	8/27/2019	110146	110146 CHUCK THOMAS INVESTIGATIONS	(Continued)	Total :	1,648.16
155512	8/27/2019	110642 CINDY K OANH THI TRAN, AND MATTHEW PH	001 08/12/19 080819		FINAL RENTAL ASSISTANCE PYMT - 16 TENANT'S DEPOSIT - 16004 HARVARD	66,315.74 800.00
					Total :	67,115.74
155513	8/27/2019	110760 COOPER, JASON	07/16-07/31/19 08/01-08/15/19		SPORTS OFFICIAL SPORTS OFFICIAL	80.00 90.00
					Total :	170.00
155514	8/27/2019	102388 COPYLAND, INC.	69649 69868		GTRANS TRACKER CARDS, 3X5 GTRANS BUS CAR CARDS, 11X26	196.32 312.55
					Total :	508.87
155515	8/27/2019	103461 CPS	SOP49438 TRRTN39959		TESTING MATERIAL - EXECUTIVE ASSI TESTING MATERIAL - EXECUTIVE ASSI	908.50 -70.00
					Total :	838.50
155516	8/27/2019	103353 CRM COMPANY, LLC.	LA14292		SCRAP TIRE DISPOSAL FEE	29.50
					Total :	29.50
155517	8/27/2019	312117 DEPARTMENT OF WATER & POWER	073019		LIGHT & POWER	66.06
					Total :	66.06
155518	8/27/2019	104500 DOOLEY ENTERPRISES, INC	56748 56819	035-00937	PD AMMUNITION SUPPLIES PD AMMUNITIONA SUPPLIES	7,095.11 851.91
					Total :	7,947.02
155519	8/27/2019	109416 E S SPORTS	10985 10986 10987		CUSTOM GRAPHICS FOR UNIT P10 2011 NISSN ALTIMA #6SRW837 - WINDC 2004 FORD E350 #1105666 - WINDOW T	729.95 275.00 295.00
					Total :	1,299.95
155520	8/27/2019	107690 ENLIGHTENMENT CHILD, DEVELOPMENT CEI JULY 2019			CHILD CARE PROVIDER	6,301.00
					Total :	6,301.00
155521	8/27/2019	106859 ENVIROFORM INDUSTRIES	5251		BUS WASH SUPPLIES	490.01

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155521	8/27/2019	106859 106859 ENVIROFORM INDUSTRIES	(Continued)		Total :	490.01
155522	8/27/2019	103795 ESCALANTE FAMILY CHILD CARE	JULY 2019		CHILD CARE PROVIDER	7,562.00
					Total :	7,562.00
155523	8/27/2019	107510 ESCALANTE, WENDY E.	JULY 2019		CHILD CARE PROVIDER	6,473.00
					Total :	6,473.00
155524	8/27/2019	109426 ESPINOSA, VANESSA	08/01-08/15/19		PROFESSIONAL SERVICES - CASE WC	1,470.00
					Total :	1,470.00
155525	8/27/2019	105650 EWING IRRIGATION PRODUCTS	8007832		PARK MAINT SUPPLIES	40.49
					Total :	40.49
155526	8/27/2019	106129 FEDEX	6-701-55940 6-701-96530 6-702-14660 6-702-16545		SHIPPING SERVICES SHIPPING SERVICES SHIPPING SERVICES SHIPPING SERVICES	78.34 70.17 180.54 41.41
					Total :	370.46
155527	8/27/2019	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT 2515731907			DRUG TEST/ADMIN FEE	10.48
					Total :	10.48
155528	8/27/2019	108974 FLEX TECHNOLOGIES, INC.	46318		GTRANS AUTO SUPPLIES	1,849.56
					Total :	1,849.56
155529	8/27/2019	110683 FOBBS-HOLMAN, FAITH	JULY 2019		CHILD CARE PROVIDER	1,782.00
					Total :	1,782.00
155530	8/27/2019	106615 FULLER ENGINEERING, INC.	139322		PARK MAINT SUPPLIES	1,148.49
					Total :	1,148.49
155531	8/27/2019	107724 GARCIA, CLAUDIA CRISTINA	JULY 2019		CHILD CARE PROVIDER	10,146.00
					Total :	10,146.00
155532	8/27/2019	207133 GARCIA, NANCY C.	JULY 2019		CHILD CARE PROVIDER	6,116.00
					Total :	6,116.00

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155533	8/27/2019	107030 GARDENA AUTO PARTS	100555		PD AUTO PARTS	19.14
Total :						19.14
155534	8/27/2019	107495 GARDENA CAR WASH	JUL 2019		CAR WASH - PD	222.88
			JULY 2019		CAR WASH - J.MOORE, M.THOMAS,	122.93
Total :						345.81
155535	8/27/2019	107735 GARDENA NISSAN	468832		PD AUTO PARTS	23.95
Total :						23.95
155536	8/27/2019	107011 GARDENA VALLEY NEWS, INC.	00085222		SUMMARY OF ORDINANCE NO. 1805 A	356.25
Total :						356.25
155537	8/27/2019	109611 GARNER, ELENA	09/09-09/16		CALIFORNIA CLETS USERS GROUP AN	150.00
Total :						150.00
155538	8/27/2019	110722 GARON WYATT INVESTIGATIVE, SERVICES	002		PROFESSIONAL SERVICES - PERSONN	7,421.73
Total :						7,421.73
155539	8/27/2019	110759 GARRETT, JAMES	08/01-08/15/19		SPORTS OFFICIAL	75.00
Total :						75.00
155540	8/27/2019	619005 GAS COMPANY, THE	080619		CNG FUEL - JULY 2019	385.14
Total :						385.14
155541	8/27/2019	619004 GOLDEN STATE WATER CO.	080519		WATER	4,668.71
Total :						4,668.71
155542	8/27/2019	107513 GRAINGER	9250377539		BUS FACILITY SUPPLIES	605.98
Total :						605.98
155543	8/27/2019	110723 GRIFFIN, TANNER	08/01-08/15/19		SPORTS OFFICIAL	100.00
Total :						100.00
155544	8/27/2019	110435 GUERRERO, ANGELICA	JULY 2019		CHILD CARE PROVIDER	6,233.00
Total :						6,233.00
155545	8/27/2019	109665 HAMPTON, HARRY	08/01-08/15/19		SPORTS OFFICIAL	225.00

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155545	8/27/2019	109665 109665 HAMPTON, HARRY	(Continued)		Total :	225.00
155546	8/27/2019	208114 HASSOLDT, MATTHEW S.	SUMMER 2019		EDUCATIONAL REIMBURSEMENT	675.00
					Total :	675.00
155547	8/27/2019	108607 HENDERSON-BATISTE, TANEKA	JULY 2019		CHILD CARE PROVIDER	4,005.00
					Total :	4,005.00
155548	8/27/2019	108434 HOME DEPOT CREDIT SERVICES	3313732		HOME IMPROVEMENT PROGRAM	126.34
					Total :	126.34
155549	8/27/2019	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	101127074		GTRANS AUTO PARTS	656.05
			101127096		GTRANS AUTO PARTS	1,093.42
					Total :	1,749.47
155550	8/27/2019	103064 ITERIS, INC.	114155	024-00537	TRAFFIC SIGNAL RECONST - REDOND	3,617.00
					Total :	3,617.00
155551	8/27/2019	108555 JALISCO TIRE & AUTO REPAIR	080719		(4) TIRES MOUNT & BALANCE, (4) TIRE	50.00
			080819		(4) TIRES MOUNT & BALANCE	60.00
			08082019		(2) TIRES MOUNT & BALANCE	14.00
					Total :	124.00
155552	8/27/2019	210001 JAMISON, JACQUELYN	JULY 2019		CHILD CARE PROVIDER	3,612.00
					Total :	3,612.00
155553	8/27/2019	105226 JEKAL FAMILY CHILD CARE	JULY 2019		CHILD CARE PROVIDER	7,209.00
					Total :	7,209.00
155554	8/27/2019	109710 JOHNSON, AMANDA	08/01-08/15/19		SPORTS SCOREKEEPER	50.00
					Total :	50.00
155555	8/27/2019	109709 JOHNSON, ANANDA	08/01-08/15/19		SPORTS SCOREKEEPER	20.00
					Total :	20.00
155556	8/27/2019	109701 JONES, KEISHAUN	08/01-08/15/19		SPORTS SCOREKEEPER	70.00
					Total :	70.00

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155557	8/27/2019	110618 J-SQUARED GENERAL CONTRACTORS, INC	9827	024-00557	ROWLEY PARK RENOVATION REMODE	37,463.04
			9828	024-00557	ROWLEY PARK RENOVATION REMODE	1,971.74
					Total :	39,434.78
155558	8/27/2019	110456 KHAIRZADA, MAHMOODA	JULY 2019		CHILD CARE PROVIDER	5,588.00
					Total :	5,588.00
155559	8/27/2019	111517 KIRK'S AUTOMOTIVE INC.	1029659		GTRANS SHOP SUPPLIES	-26.16
			1030137		GTRANS SHOP SUPPLIES	2,000.00
			1030358		GTRANS SHOP SUPPLIES	82.74
			1030741		GTRANS SHOP SUPPLIES	1,400.00
					Total :	3,456.58
155560	8/27/2019	111045 KJ SERVICES	1633		BOTTLE & CAN RECYCLING PROGRAM	340.00
			1634		USED OIL PROGRAM EXPENSE ~	871.25
					Total :	1,211.25
155561	8/27/2019	102157 KTWV-FM	082519	034-00414	RADIO ADVERTISEMENT - JAZZ FESTIV	4,970.00
					Total :	4,970.00
155562	8/27/2019	312655 L.A. COUNTY AUDITOR-CONTROLLER	2019/2020		LOCAL AGENCY FORMATION COMMIS	3,438.26
					Total :	3,438.26
155563	8/27/2019	112145 L.A. COUNTY FIRE DEPARTMENT	IN0308833		HAZARDOUS MATERIALS DISCLOSURE	572.00
					Total :	572.00
155564	8/27/2019	312039 L.A. COUNTY FIRE DEPARTMENT	C0009114	039-00057	FIRE PROTECTION SERVICES - SEPTE	787,206.00
					Total :	787,206.00
155565	8/27/2019	312113 L.A. COUNTY SHERIFF'S DEPT	200094BL		INMATE MEAL DELIVERY PROGRAMS -	875.92
					Total :	875.92
155566	8/27/2019	112015 LACERDA, DALVANICE	JULY 2019		CHILD CARE PROVIDER	10,265.00
					Total :	10,265.00
155567	8/27/2019	102233 LITTLE PEOPLE DAY CARE	JULY 2019		CHILD CARE PROVIDER	9,732.00
					Total :	9,732.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155568	8/27/2019	108807 LOCKE LORD LLP	1516281		PROFESSIONAL SERVICES - GARDEN/	12,885.00
					Total :	12,885.00
155569	8/27/2019	112602 LUBRICATION ENGINEERS, INC.	IN400295		ALMAGARD VARI-PURPOSE LUBE	2,063.00
					Total :	2,063.00
155570	8/27/2019	112615 LU'S LIGHTHOUSE, INC.	01147076		GTRANS SHOP SUPPLIES	291.28
			01147546		GTRANS SHOP SUPPLIES	97.62
					Total :	388.90
155571	8/27/2019	113820 M.E.M.A.	2019		ANNUAL MEMBER DUES	275.00
					Total :	275.00
155572	8/27/2019	113036 MANERI SIGN CO., INC.	40006120		SIGNS - 96"X60" "YOUR TAX DOLLARS.	1,812.03
					Total :	1,812.03
155573	8/27/2019	813030 MANNING & KASS	644164		LEGAL SERVICES - L.GUTIERREZ V. R.	4,713.32
			644165		LEGAL SERVICES - K.ROSS. V. GARDE	228.20
			644166		LEGAL SERVICES - F.ALMAROU V. GAR	2,969.10
			644167		LEGAL SERVICES - J.WELLMAN AND	3,646.30
			644168		LEGAL SERVICES - E.JOHNSON V. GAR	84.00
					Total :	11,640.92
155574	8/27/2019	110306 MARIPOSA LANDSCAPES, INC	85491	024-00580	MEDIAN LANDSCAPE MAINTENANCE	6,000.41
					Total :	6,000.41
155575	8/27/2019	107644 MARTINEZ, CHERYL NAOMI	JULY 2019		CHILD CARE PROVIDER	1,725.00
					Total :	1,725.00
155576	8/27/2019	109063 MARTINEZ, JOEL	07/06-07/19		MEAL REIMBURSEMENT - BASIC SWAT	80.00
					Total :	80.00
155577	8/27/2019	104773 MARTINEZ, KAMBY	JULY 2019		CHILD CARE PROVIDER	6,804.00
					Total :	6,804.00
155578	8/27/2019	113064 MCMASTER-CARR SUPPLY COMPANY	11304457		GTRANS SHOP SUPPLIES	164.15
			11699681		GTRANS SHOP SUPPLIES	127.49
			12122627		GTRANS SHOP SUPPLIES	194.26

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155578	8/27/2019	113064 MCMASTER-CARR SUPPLY COMPANY	(Continued) 12421092		GTRANS SHOP SUPPLIES	37.46
					Total :	523.36
155579	8/27/2019	106959 MESA GARAGE DOORS	762920S		SERVICE - RE-PROGRAM KEY PAD, SL	217.00
					Total :	217.00
155580	8/27/2019	108699 MEZIERE ENTERPRISES INC.	59135		ELECTRIC WATER PUMP	760.30
					Total :	760.30
155581	8/27/2019	213020 MOORE, CHARLES	GEPCO 2019		GEPCO LOAN	2,000.00
					Total :	2,000.00
155582	8/27/2019	107505 MOUSER ELECTRONICS, INC.	53330964 53412383		GTRANS AUTO SUPPLIES	12.59
					GTRANS AUTO SUPPLIES	1,798.81
					Total :	1,811.40
155583	8/27/2019	113295 MUNISERVICES, LLC	INV06-005655 INV06-006353		LTC DISCOVERY SERVICES ~	1,343.14
					LTC DISCOVERY SERVICES ~	2,206.49
					Total :	3,549.63
155584	8/27/2019	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	412581 413006		PROPANE GAS	170.24
					PROPANE GAS	496.54
					Total :	666.78
155585	8/27/2019	109290 MZ AUTO GLASS	83666		WINDOW PANEL INSTALL - BUS #2915	889.12
					Total :	889.12
155586	8/27/2019	114003 NATIONAL PLANT SERVICES, INC.	14925 14968	024-00533 024-00533	SEWER REHABILITATION JN 895	8,603.67
					SEWER REHABILITATION 2016 JN 895	13,872.19
					Total :	22,475.86
155587	8/27/2019	110763 NUNEZ, CECILIO	19-31PD		CLAIM FOR DAMAGES SETTLEMENT	2,500.00
					Total :	2,500.00
155588	8/27/2019	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	64971712 65043999		RANDOM DOT PHYSICALS, R.WATKINE	484.50
					RANDOM BAT, DOT PHYSICAL, PHYSIC	1,130.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155588	8/27/2019	110575	110575 OCCUPATIONAL HEALTH CENTERS, OF (Continued)		Total :	1,615.00
155589	8/27/2019	115168	OFFICE DEPOT			
			346611690		PD OFFICE SUPPLIES	16.09
			346637284		FINANCE OFFICE SUPPLIES	112.73
			346649026		BUS OFFICE SUPPLIES	72.25
			347630123		REC OFFICE SUPPLIES	195.55
			347634093		REC OFFICE SUPPLIES	9.64
			347799420		BUS OFFICE SUPPLIES	428.01
			347800860		BUS OFFICE SUPPLIES	144.47
			351706838		PD OFFICE SUPPLIES	28.55
			351706988		PD OFFICE SUPPLIES	9.77
			352008599		BUS OFFICE SUPPLIES	133.92
			352009624		BUS OFFICE SUPPLIES	68.82
			352449064		PD OFFICE SUPPLIES	790.73
			354537844		PD OFFICE SUPPLIES	23.98
			358430979		PD OFFICE SUPPLIES	428.57
					Total :	2,463.08
155590	8/27/2019	110560	OFFICE SIGN COMPANY	179805	GTRANS OFFICE SIGNS	83.49
					Total :	83.49
155591	8/27/2019	111358	O'REILLY AUTO PARTS	328964	GTRANS AUTO PARTS	126.51
					Total :	126.51
155592	8/27/2019	115810	ORKIN PEST CONTROL	187020844	PEST CONTROL - ACCT #27336703	230.90
					Total :	230.90
155593	8/27/2019	109890	OWUSU FAMILY CHILD CARE	JULY 2019	CHILD CARE PROVIDER	6,651.00
					Total :	6,651.00
155594	8/27/2019	109660	PAIK, ANDREW	SUMMER 2019	EDUCATIONAL REIMBURSEMENT	675.00
					Total :	675.00
155595	8/27/2019	110751	PATIN, JACOB ARTHUR	08/01-08/15/19	SPORTS OFFICIAL	225.00
					Total :	225.00
155596	8/27/2019	100495	PATIN, KEOWN	08/01-08/15/19	SPORTS OFFICIAL	325.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155596	8/27/2019	100495 100495 PATIN, KEOWN	(Continued)		Total :	325.00
155597	8/27/2019	110403 PENN RECORDS MANAGEMENT	0112493		OFF-SITE STORAGE SERVICES - JULY	205.31
					Total :	205.31
155598	8/27/2019	307101 PETTY CASH FUND	06/17-07/23/19 07/17-08/08/19		REPLENISH PETTY CASH REPLENISH PETTY CASH	251.01 314.48
					Total :	565.49
155599	8/27/2019	101996 PHILLIPS 66 CO/GECRB	080819		FUEL PURCHASES	269.21
					Total :	269.21
155600	8/27/2019	110640 POELLNITZ, TRACEY D.	001 08/12/19 080819		FINAL RENTAL ASSISTANCE PYMT - 16' TENANT'S DEPOSIT - 16004 HARVARD	48,335.96 700.00
					Total :	49,035.96
155601	8/27/2019	106092 PRUDENTIAL OVERALL SUPPLY	42432363 42432364 42432365 42432366 42432367 42432368 42432369 42434451 42434452 42434453 42434454		UNIFORM & SUPPLY RENTAL UNIFORM & SUPPLY RENTAL UNIFORM & SUPPLY RENTAL SUPPLY RENTAL - MATS - PD SUPPLY RENTAL - MATS - NCC SUPPLY RENTAL - MATS - CH SUPPLY RENTAL - MATS - HS UNIFORM & SUPPLY RENTAL UNIFORM & SUPPLY RENTAL UNIFORM & SUPPLY RENTAL SUPPLY RENTAL - MATS - GMBL	208.15 111.64 96.55 52.67 12.42 16.05 8.28 210.00 111.64 96.55 8.10
					Total :	932.05
155602	8/27/2019	103072 REACH	0819116		EAP SERVICES/REACHLINE NEWSLET	902.00
					Total :	902.00
155603	8/27/2019	105768 REPAIR MACHINE & ENG., INC.	217982 218009		REPAIR WELDING PIPE REPAIR ALUMINUM TANK	65.00 210.00
					Total :	275.00
155604	8/27/2019	109668 RHEE, KATHERINE	SUMMER 2019		EDUCATIONAL REIMBURSEMENT	361.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155604	8/27/2019	109668 109668 RHEE, KATHERINE	(Continued)		Total :	361.60
155605	8/27/2019	118476 RICOH USA, INC.	9027502731		RICOH MC6502SP COPIER LEASE - PR	304.27
			9027502804		RICOH MPC3503 COPIER LEASE - ADM	151.91
			9027502856		RICOH MPC3503 COPIER LEASE - SR. I	148.77
			9027502929		RICOH MPC3503 COPIER LEASE - FCC	207.80
			9027503124		RICOH DD6650P COPIER LEASE - PRIN	552.46
			9027503125		RICOH MPC3503 COPIER LEASE - BUS	181.19
			9027503142		RICOH MPC3503 COPIER LEASE - HS -	126.62
			9027503427		RICOH LEASE & USAGE CHARGES - V/	2,403.10
					Total :	4,076.12
155606	8/27/2019	119301 ROBERT SKEELS & CO.	51324		BLDG MAINT SUPPLIES	-9.64
			51385		BLDG MAINT SUPPLIES	-96.46
			52406		BLDG MAINT SUPPLIES	896.93
					Total :	790.83
155607	8/27/2019	108466 RODRIGUEZ, ELFEGA	081219		SUMMER 2019	1,108.49
					Total :	1,108.49
155608	8/27/2019	119126 S.B.R.P.C.A.	03703		PD AUTO PARTS	1,500.05
					Total :	1,500.05
155609	8/27/2019	119022 SAFEMART OF SOUTHERN, CALIFORNIA	91547		PD PROGRAM SUPPLIES	5.37
					Total :	5.37
155610	8/27/2019	119016 SAM'S CLUB	3822 08/08/19		FCC PROGRAM SUPPLIES	122.12
					Total :	122.12
155611	8/27/2019	108654 SECTRAN SECURITY INC.	19080627		- ARMORED TRANSPORTATION SERVI	181.29
					Total :	181.29
155612	8/27/2019	110652 SFG RETIREMENT PLAN CONSULTING, LLC	242		ADVISORY FEE - 401(A) & 457 PLAN	1,000.00
					Total :	1,000.00
155613	8/27/2019	106050 SHEHATA, AMY	JULY 2019		CHILD CARE PROVIDER	11,088.00
					Total :	11,088.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155614	8/27/2019	110752 SHERMAN, TIAH	08/01-08/15/19		SPORTS SCOREKEEPER	80.00
					Total :	80.00
155615	8/27/2019	110724 SHERMAN, TYAH	08/01-08/15/19		SPORTS OFFICIAL	100.00
					Total :	100.00
155616	8/27/2019	109918 SHIGE'S FOREIGN CAR SERVICE	76876		2018 FORD INTRCPTR #1554675 BRAK	77.14
			76969		2014 FORD INTRCPTR #1442351 BRAK	319.60
					Total :	396.74
155617	8/27/2019	107442 SHIN, TED	07/08-07/19		MEAL REIMBURSEMENT - BASIC SWAT	80.00
					Total :	80.00
155618	8/27/2019	119248 SIDEBOTHAM, RICHARD	08975		MONTHLY SERVICE - COUNTING MACH	385.00
					Total :	385.00
155619	8/27/2019	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	JULY 2019		CHILD CARE PROVIDER	6,669.00
					Total :	6,669.00
155620	8/27/2019	109531 SMILLIN, MAGE	JULY 2019		CHILD CARE PROVIDER	10,966.00
					Total :	10,966.00
155621	8/27/2019	110767 SMITH, REGINALD	CIT #166140659		REFUND - CITATION OVERPAYMENT	23.00
					Total :	23.00
155622	8/27/2019	619003 SOUTHERN CALIFORNIA EDISON	080719		LIGHT & POWER	60,058.98
					Total :	60,058.98
155623	8/27/2019	101570 SOUTHWEST OFFSET PRINTING	159324	034-00402	RECREATION GUIDE 2019 SUMMER/FA	11,621.96
			168892	034-00402	RECREATION GUIDE WINTER 2019	11,715.23
					Total :	23,337.19
155624	8/27/2019	108238 SPARKLETTS	15638236 081619		DRINKING WATER FILTRATION SYSTEM	37.00
					Total :	37.00
155625	8/27/2019	104453 SPICERS PAPER, INC.	2244762		PD OFFICE SUPPLIES	1,613.61
					Total :	1,613.61

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155626	8/27/2019	103044 SPRINT	LCI-320739		L-SITE GPS	800.00
Total :						800.00
155627	8/27/2019	119548 ST. JOHN LUTHERAN CHURCH	SEPTEMBER 2019		SENIOR CITIZENS DAY CARE	900.00
Total :						900.00
155628	8/27/2019	119594 STANLEY PEST CONTROL	COG 0719		PEST CONTROL SERVICE - 1670 W 162	654.00
			COG 0719-1		PEST CONTROL SERVICE - 2320 W. 146	117.00
Total :						771.00
155629	8/27/2019	219325 STERLING, TERESA	GEPCO 2019		GEPCO LOAN	2,000.00
Total :						2,000.00
155630	8/27/2019	220418 TALISON, LUCILLE	JULY 2019		CHILD CARE PROVIDER	4,107.00
Total :						4,107.00
155631	8/27/2019	106220 TAPSCOTT, SEIDRIC	08/01-08/15/19		SPORTS OFFICIAL	200.00
Total :						200.00
155632	8/27/2019	106870 TENDER LOVING CARE CATERING, INC.	08/01-08/15/19	034-00411	SENIOR FEEDING PROGRAM	10,263.84
Total :						10,263.84
155633	8/27/2019	110766 THOMAS-PARKER, JAMAL	RECEIPT #71975		REFUND - FUKAI PARK RESERVATION	100.00
Total :						100.00
155634	8/27/2019	110238 TIREHUB, LLC	7363943		TIRES - GY EAGLE RS A POLICE BW 10	548.12
Total :						548.12
155635	8/27/2019	109411 TITAN LEGAL SERVICES, INC.	SU318937-01-01		PROFESSIONAL SERVICES - A.GRIFFE	50.00
Total :						50.00
155636	8/27/2019	105465 TK SERVICES, INC.	P19811-10		GTRANS AUTO PARTS	628.79
Total :						628.79
155637	8/27/2019	105070 T-MOBILE USA, INC.	9366483016		GPS LOCATE - 08/01/19	51.00
Total :						51.00
155638	8/27/2019	109775 TOMS TRUCK CENTER NORTH COUNTY	1148108		GTRANS AUTO PARTS	1,566.20

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155638	8/27/2019	109775 TOMS TRUCK CENTER NORTH COUNTY	(Continued) 1150803 1152109 1152296		GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS Total :	186.50 709.41 1,168.89 3,631.00
155639	8/27/2019	105556 TRIANGLE SPORTS, INC.	38752 38818 38833	034-00416 034-00416 034-00416	YOUTH SPORTS UNIFORM SUPPLIES YOUTH SPORTS UNIFORM SUPPLIES YOUTH SPORTS UNIFORM SUPPLIES Total :	9,894.42 150.02 23.00 10,067.44
155640	8/27/2019	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	NOLAN 07/22/19 19/20 OSORIO 07/22/19		CAL CARD STATEMENT 06/25-07/22/19 CAL CARD STATEMENT 06/25-07/22/19 Total :	7,951.44 1,934.61 9,886.05
155641	8/27/2019	104692 ULINE	110839931 110976135 111001734		BUS SHOP SUPPLIES BUS SHOP SUPPLIES PD PROGRAM SUPPLIES Total :	76.93 620.53 129.96 827.42
155642	8/27/2019	121275 UNDERGROUND SERVICE ALERT, OF SC	18dsbfee3861 720190285		NEW TICKETS NEW TICKETS Total :	73.69 155.20 228.89
155643	8/27/2019	121407 UPS	649922329 08/10/19 914073309 07/27/19 914073329 08/06/19		SHIPPING SERVICE CHARGES SHIPPING SERVICE CHARGES SHIPPING SERVICE CHARGES Total :	123.40 12.27 13.69 149.36
155644	8/27/2019	105549 VALDEZ, MATILDE	JULY 2019		CHILD CARE PROVIDER Total :	8,335.00 8,335.00
155645	8/27/2019	110173 VAN PETTEN, STANLEY	08/01-08/15/19		SPORTS OFFICIAL Total :	75.00 75.00
155646	8/27/2019	122050 VERIZON WIRELESS	9834456199		REC CELL PHONE SERVICE~	381.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155646	8/27/2019	122050 122050 VERIZON WIRELESS	(Continued)		Total :	381.98
155647	8/27/2019	101195 WASTE RESOURCES GARDENA	082019		WASTE COLLECTION	235,948.25
					Total :	235,948.25
155648	8/27/2019	100107 WAYNE ELECTRIC CO.	191860 191913		GTRANS AUTO PARTS GTRANS AUTO PARTS	339.45 531.08
					Total :	870.53
155649	8/27/2019	110509 WEINREB LAW GROUP	3616		LEGAL SERVICES - TECS V. GARDENA	638.00
					Total :	638.00
155650	8/27/2019	123050 WILLIAMS SCOTSMAN, INC.	6873049 6961588	035-00936 035-00936	MODULAR BUILDING RENTAL CPX-804 MODULAR BUILDING RENTAL CPX-804	2,637.37 2,637.37
					Total :	5,274.74
155651	8/27/2019	108714 WOODS, SHALONDA	07/01-07/15/19 08/01-08/15/19		SPORTS OFFICIAL SPORTS OFFICIAL	75.00 100.00
					Total :	175.00
155652	8/27/2019	109114 WOODS, VERANAE	07/01-07/15/19 08/01-08/15/19		SPORTS OFFICIAL SPORTS OFFICIAL	50.00 125.00
					Total :	175.00
155653	8/27/2019	103956 WORTHINGTON FORD	6037164 6037451 6038298 6038574 6038857	035-00929	2015 FORD ULTL DIAGNOSE TRANSMI 2014 FORD ULTL #1442354 - DIAGNOSE 2016 FORD ULTL #1484145 - DIAGNOSE 2014 FORD ULTL #1442353 - DIAGNOSE 2014 FORD ULTL #1442354 DIAGNOSE	2,162.37 575.20 415.03 492.72 710.86
					Total :	4,356.18
155654	8/27/2019	103601 YINCOM	6486 6491 6492 6493 6494		IT COMPUTER REPLACEMENT PARTS PW COMPUTER PARTS PW COMPUTER PARTS IT COMPUTER REPLACEMENT PARTS IT COMPUTER REPLACEMENT PARTS	709.94 1,391.18 1,391.18 363.92 112.68
					Total :	3,968.90

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
199		Vouchers for bank code : usb			Bank total :	3,176,921.68
199		Vouchers in this report			Total vouchers :	3,176,921.68

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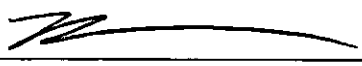
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 20 inclusive of the check register are accurate and funds are available for payment thereof.

By: 
Chief Fiscal Officer

This is to certify that the claims or demands covered by checks listed on pages 1 to 20 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

Mayor Date 8/27/19

Councilmember Date

Councilmember Date

Acknowledged:

Councilmember Date

Councilmember Date

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CITY of GARDENA

5. D. (1)
CITY MANAGER
Report No. P-2019-15
Date: August 27, 2019

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

1. Report the Separation of the following individuals:
 - a. Administrative Analyst III, **AUBREY SMITH**, of the Transportation Department effective August 9, 2019.
 - b. Police Service Officer, **JOHANNA BASURTO**, of the Police Department effective August 9, 2019.
2. Report that the following individuals returned to duty from leave:
 - a. Recreation Coordinator, **AMBER SUIT**, of the Recreation and Human Services Department effective August 12, 2019.
 - b. Park Maintenance Worker I, **CHRISTOPHER PHILLIPS**, of the Parks Division of the General Services Department effective August 18, 2019.
 - c. Bus Operator, **ROGER PHILLIPS**, of the Transportation Department effective August 19, 2019.
3. Report the active recruitment for the Open/Competitive position of Administrative Analyst I (Transportation Department). This recruitment is scheduled to close on August 27, 2019.
4. Report the active recruitment for the Open/Competitive position of Transit Systems Analyst (Transportation Department). This recruitment is scheduled to close on September 9, 2019.
5. Report the active recruitment for the Open/Competitive position of Family Child Care Education Coordinator (Recreation and Human Services Department). This recruitment is scheduled to close on September 9, 2019.
6. Report the active recruitment for the Open/Competitive position of Transit Equipment Mechanic (Transportation Department). This recruitment is scheduled to close on September 13, 2019.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Edward Medrano".

EDWARD MEDRANO

City Manager/Human Resources Officer

cc: City Attorney
City Clerk
Human Resources
Payroll



City of Gardena
City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 5. D. (2)

Department: CONSENT
CALENDAR

Meeting Date: 08/27/2019

Resolution No. 6407

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6407, AMENDING THE LIST OF AUTHORIZED GAMES AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS

COUNCIL ACTION REQUIRED:

Action Taken

- Adopt Resolution No. 6407

STAFF SUMMARY:

Staff respectfully recommends that the City Council adopt Resolution No. 6407 which amends the current list of authorized games and authorizes the play of certain games in licensed card clubs.

On July 31, 2019, the Lucky Lady Casino received written approval from the State of California Department of Justice, Bureau of Gambling Control to begin offering the gaming activity, *ZooBac*, for play at their club.

The approval of the gaming activities of *Casino War*, *Crazy 4 Poker*, *EZ Baccarat*, *Fortune Pai Gow Poker 1.0*, *Mississippi Stud 3 Card Bonus*, *Pai Gow Poker*, *Pai Gow Tiles*, *Three Card Poker*, *Three Card Poker 6 Card Bonus*, and *Ultimate Texas Hold-em* has already been adopted in previous resolutions.

This approval by the State of California is subject to the adoption of a formal resolution by the Gardena City Council.

FINANCIAL IMPACT/COST:

None

ATTACHMENT:

- 1) Resolution No. 6407
- 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: Edward Medrano, Edward Medrano, City Manager

Date: 8/21/19

RESOLUTION NO. 6407

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. 6404; 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 **ZooBac**, 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 July 31, 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
OMAHA HI LO

Resolution No. 6407
AMENDING THE LIST OF AUTHORIZED GAMES
AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS

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
ZOOBAC

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. 6407
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. 6404 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 27th day of August, 2019.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



PETER L. WALLIN, City Attorney



August 8, 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,

The Bureau of Gambling Control has temporarily approved for Larry Flynt's Lucky Lady Casino the request to offer the games of Casino War, Crazy 4 Poker, EZ Baccarat, Fortune Pai Gow Poker 1.0, Mississippi Stud 3 Card Bonus, Pai Gow Poker, Pai Gow Tiles, Three Card Poker, Three Card Poker 6 Card Bonus, Ultimate Texas Hold'em and ZooBac for play. We may begin offering these games once 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 Larry Flynt's Lucky Lady Casino, I'm requesting the above games 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,

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

Aaron Dennis
Casino Manager

Acknowledged and Agreed
City of Gardena

By: _____
Edward Medrano, City Manager

Date: _____

AD:dr

Enclosure

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

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
Larry Flynt's Lucky Lady Casino
301 North Lake Avenue
Pasadena, CA 91101

TEMPORARY AUTHORIZATION

Effective Date: 07/31/2019

Expiration Date: 07/31/2021

BGC ID: GEGR-002059

RE: Casino War Temporary Approval

Dear Keith Sharp:

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

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

The Bureau reserves the right to: (1) review the lawfulness of the game of 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.

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

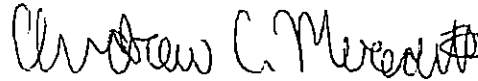
Although the Bureau has temporarily approved the game of Casino War, it is the sole responsibility of Larry Flynt's Lucky Lady Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approval that may be required by the local jurisdiction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

Larry Flynt's Lucky Lady Casino
Casino War
Page 2 of 2

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

If you have any questions, please contact 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". The signature is fluid and cursive, with a circled "P" at the end.

ANDREW MEREDITH, Manager
Game Review Unit

For XAVIER BECERRA
Attorney General

Enclosure

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



JUL 31 2019

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 will 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 will be returned to the respective players. A player will 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 will be dealt from an automatic card shuffling device (shuffler).

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

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

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

Card Values and Hand Rankings

The rank of the cards used in Casino War will 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 will be considered equal in rank.

Description of Table Used and Total Number of Seated Positions

Casino War will 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 will 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.



3. Prior to starting the first round of play after the cards have been cut and placed in the dealing shoe, the house dealer will 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 will 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 will also burn one card before dealing any cards in a round of play.
4. At the beginning of each round of play, each player will be required to place a base game wager, keeping in mind the table minimum and maximum wagering limits. All base game wagers will 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, will also have the option to make the optional Tie Wager. All Tie Wagers will be placed prior to the house dealer announcing "no more bets."
6. No player will touch any card used in the game of Casino War, other than the cutting card.
7. The house dealer will, 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 will, 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 will be used.

How Winners are Determined and Paid

1. The following will 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 will 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 will 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 will pay 10 to 1 and the player will 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 will collect one-half of the player's base game wager and place it in front of the player-dealer position. The house dealer will 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 will place a wager equal to the player's base game wager.
2. All losing base game wagers and Tie Wagers will be collected by the house dealer and placed in front of the player-dealer. All winning base game wagers and Tie Wagers will be paid by the player-dealer.
3. After settling all base game wagers and Tie Wagers, the house dealer will 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 will 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 will 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 will remain exposed during the War deal.



JUL 31 2019

Casino War

**Bureau of Gambling
Control**

5. The War deal will 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 will be placed on the table adjacent to the player's card from the original deal. The house dealer will 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 will, 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 will 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

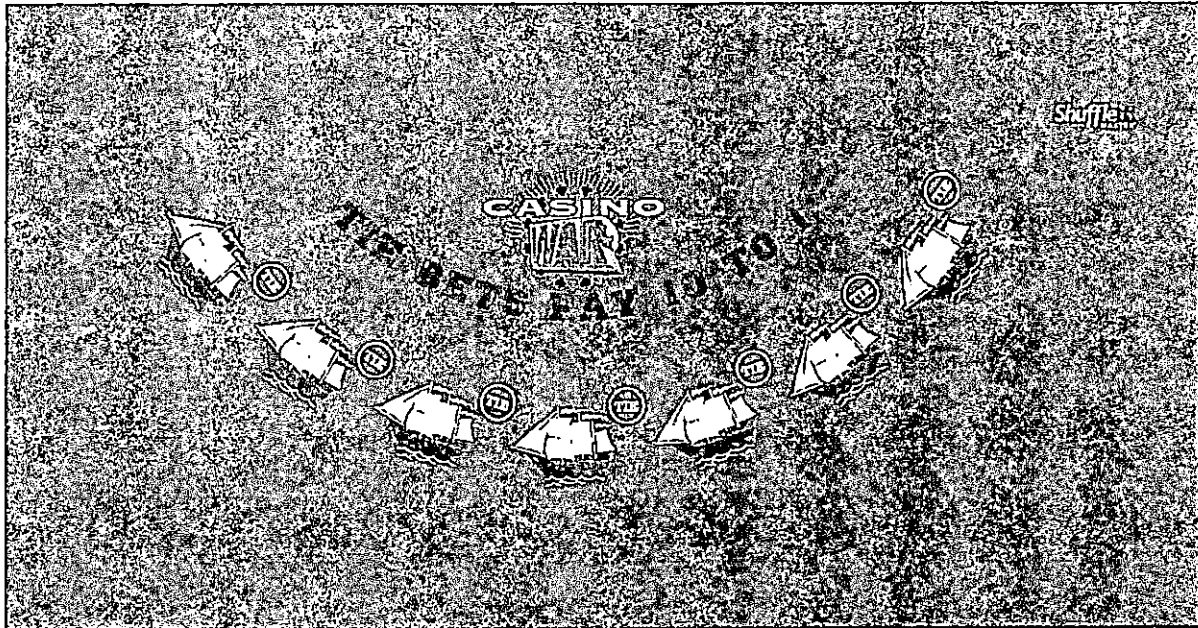
Casino War



JUL 31 2019

Bureau of Gambling
Control

Table Layout



**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 will also be a collection fee taken for each California Games Promotional Chip (GECA-002717) used prior to the deal. There will 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	



JUL 31 2019

Casino War

Bureau of Gambling
Control

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 will 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 will 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, will be used at a gaming table at any one time.
- Collection rates and fees will be determined prior to the start of play of any hand or round. Rates will not be calculated as a fraction or percentage of wagers made or winnings earned.
- Flat fees on wagers may be assessed at different collection rates; however, no more than five collection rates may be established per table.
- Larry Flynt's Lucky Lady Casino will provide ample notice to patrons regarding the collection rates and fees, as well as the procedure for collecting them.
- Collection fees will 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
Larry Flynt's Lucky Lady Casino
301 North Lake Avenue
Pasadena, CA 91101

TEMPORARY AUTHORIZATION

Effective Date: 07/31/2019

Expiration Date: 07/31/2021

BGC ID: GEGR-002060

RE: Crazy 4 Poker Temporary Approval

Dear Keith Sharp:

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

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

The Bureau reserves the right to: (1) review the lawfulness of the game of 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.

Larry Flynt's Lucky Lady 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 Larry Flynt's Lucky Lady Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approval that may be required by the local jurisdiction before the game of Crazy 4 Poker is offered for play. Larry Flynt's Lucky Lady Casino shall be fully responsible for ensuring that any approval required by local law enforcement is obtained prior to offering the game of Crazy 4 Poker for play.

Larry Flynt's Lucky Lady Casino
Crazy 4 Poker
Page 2 of 2

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

If you have any questions, please contact 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

**Bureau of Gambling****Type of Game**

The game of Crazy 4 Poker utilizes a player-dealer position and is a California game. The **Control** player-dealer will 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 will be returned to the respective players. A player will 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 will be dealt from a single deck automatic card shuffling device ('shuffler').

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

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

- The backs of each deck will be a different color;
- One deck will be shuffled by the automated card shuffling device while the other deck is being dealt or used to play the game;
- Both decks will be continuously alternated in and out of play, with each deck being used for every other round of play; and
- The cards from only one deck will 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, will be: ace, king, queen, jack, 10, 9, 8, 7, 6, 5, 4, 3, and 2. All suits will be considered equal in rank. An ace will be considered low anytime it begins a straight or straight flush.

Crazy 4 Poker Hand Rankings

4 Card Hand Dealt	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.
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.



JUL 31 2019

Crazy 4 Poker

Bureau of Gambling
Control

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.
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 will 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) will have betting areas for seven players including the player-dealer. Each Crazy 4 Poker table will have a drop box attached to it.

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

The wagering areas will be designated as follows:

- Ante wagers will be placed on the word "Ante";
- Super Bonus Bets will be placed on the words "Super Bonus";
- Queens Up Bonus Bets will be placed on the words "Queens Up"; and
- Play wagers will 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 will announce "no more bets."
5. Immediately prior to the commencement of play and after each round of play has been completed, the house dealer will shuffle the cards by use of a shuffle machine so that the cards are randomly intermixed. Upon completion of the shuffle, the device will place the deck of cards in a single stack.
6. The shuffler deals the cards in stacks of five. The house dealer will 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 will deliver a stack in turn to each of the other players, including the player-dealer, moving clockwise around the table. The house dealer will deliver each stack face-down.



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 will unload the remaining cards in the shuffler and place them into the discard rack without exposing the cards. This will also initiate shuffling of the deck for the next round of play.
8. After the dealing procedures above have been completed, each player will examine their cards.
9. Each player who wagers in Crazy 4 Poker will 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 will 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 will 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 will 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 will collect all forfeited wagers and associated cards.

How Winners are Determined and Paid

The house dealer will then reveal the player-dealer's cards and arrange the cards to form the highest possible ranking four-card poker hand. The player-dealer must qualify with a minimum of king-high. Wagers will 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 will 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 will 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 will push and be returned to the player.
 - e. Reconcile the Queens Up Bonus Bet and Super Bonus Bet as normal.
3. All cards collected by the house dealer will 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.



Crazy 4 Poker

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4. All action will begin with the player to the left of the player-dealer position, moving clockwise around the table. No action button will 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 will push if the following occurs:
 - a. If a player has less than a straight and beats the player-dealer's qualifying hands; or
 - b. If a player has less than a straight and the player-dealer doesn't qualify.
- The player-dealer will pay all winning Super Bonus Bets and will collect all losing Super Bonus Bets.
- Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer will be returned to the players.

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 will pay all winning Queens Up Bonus Bets and will collect all losing Queens Up Bonus Bets.
- Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer will be returned to the players.

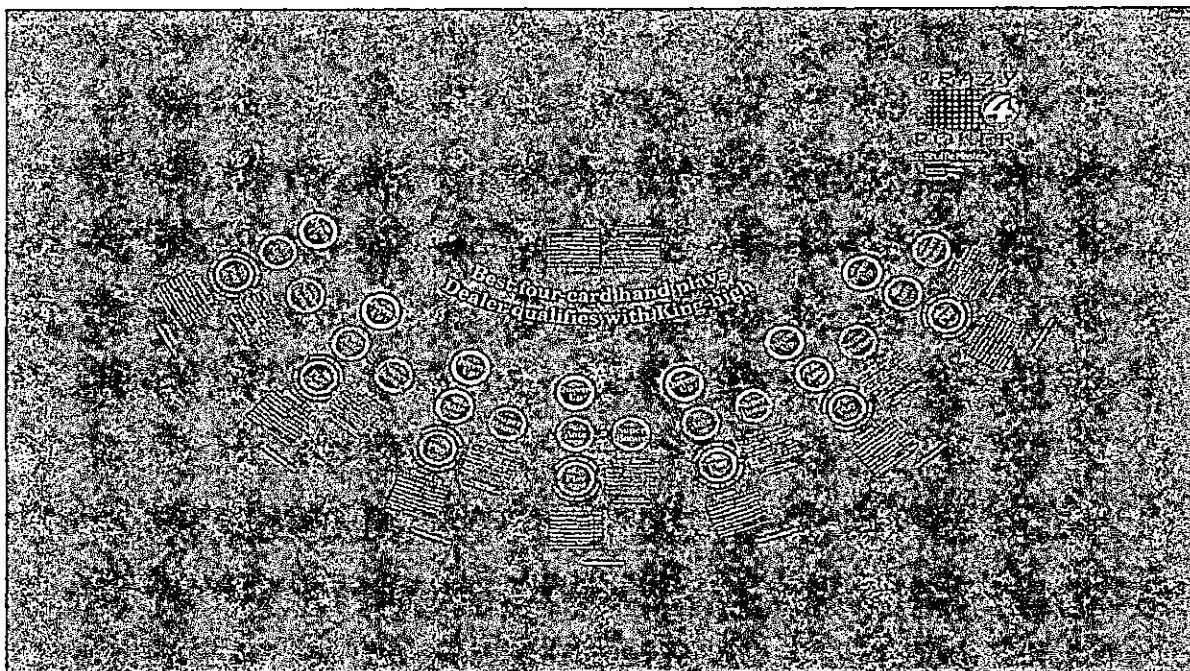
Crazy 4 Poker

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 JUL 31 2019
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 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

Table Layout





Bureau of Gambling Control

Collection Rates Schedule

For **schedule options 1 through 8**, the collection fees will be taken per hand from the player or dealer. For **schedule options 5 through 8**, a collection fee will also be taken from each player for each base game wager placed. There will also be a collection fee taken for each CA/Asian Promotional Chip (GEGA-002717) used prior to the deal. There will be no additional collection fee taken from players for placing any bonus bets. All bonus bets may be less than, equal to, or more than the base game wager as long as it is within the table limits. The collection fees will be collected 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**, a collection fee will be taken per round from the player-dealer based on Total Table Action, which is the sum of all base game wagers placed. The bonus bets limit will range from \$5-\$100. For **schedule option 9**, a collection fee will also be taken from each player for each base game wager placed. There will be no additional collection fee required from a player when placing a bonus bet. For **schedule options 10 through 12**, there will be no collection fee taken from each player. The collection fees will be collected 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	\$10-No Limit	\$25-\$300	\$3	\$0
		\$301-\$700	\$6	
		\$701-\$1,200	\$9	
		\$1,201-\$2,000	\$15	
		\$2,001+	\$20	

APPROVED

Crazy 4 Poker



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Control**

Collection Procedures California Games

- California games utilize a player-dealer position. The position will 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 will 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, will be used at a gaming table at any one time.
- Collection rates and fees will be determined prior to the start of play of any hand or round. Rates will not be calculated as a fraction or percentage of wagers made or winnings earned.
- Flat fees on wagers may be assessed at different collection rates; however, no more than five collection rates may be established per table.
- Larry Flynt's Lucky Lady Casino will provide ample notice to patrons regarding the collection rates and fees, as well as the procedure for collecting them.
- Collection fees will 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
Larry Flynt's Lucky Lady Casino
301 North Lake Avenue, Suite 1100
Pasadena, CA 91101

TEMPORARY AUTHORIZATION

Effective Date: 07/31/2019

Expiration Date: 07/31/2021

BGC ID: GEGR-001800

RE: EZ Baccarat Temporary Approval

Dear Keith Sharp:

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

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

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

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

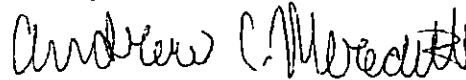
Although the Bureau has temporarily approved the game of EZ Baccarat, it is the sole responsibility of Larry Flynt's Lucky Lady Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approval that may be required by the local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

Larry Flynt's Lucky Lady Casino
EZ Baccarat
Page 2 of 2

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

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

Sincerely,

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

ANDREW MEREDITH, Manager
Game Review Unit

For XAVIER BECERRA
Attorney General

Enclosure

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

**Bureau of Gambling****Type of Game**

The game of EZ Baccarat is a California game and utilizes a player-dealer position. The **Control** 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. The gambling enterprise does not participate in the actual play of the game and has no interest in the outcome of the play.

Object of the Game

The object of the game is to place a bet on the hand, either player or banker, that will have an accumulated point value closer to nine than the other hand.

Description of the Deck and Number of Decks Used

The game is played using a standard 52-card deck and no jokers. Cards will be dealt using a multiple deck shoe. A minimum of three decks and a maximum of eight decks shall be used during the play of the game. The cards can be shuffled by hand or with an automatic card shuffling device (shuffler).

Card Values and Hand Rankings

The value of each card used in EZ Baccarat, shall be as follows: aces have a value of one, picture cards have a value of zero, and all other cards have their face value. When the total numerical value of the cards equals ten or more, only the right-hand digit (numeric count) is considered. The ranking of hands for EZ Baccarat, in order from highest to lowest rank, shall be:

EZ Baccarat Hand Ranking

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

Description of Table Used and Total Number of Seated Positions

The game shall be played on either a standard sized table that accommodates up to seven players and a player-dealer position for a total of eight seated positions.

- Within each betting area for each seated player, there shall be five separate betting spaces specifically designated for five separate wagers; the Player line, the Banker line, the Tie Bet, Dragon 7 Bonus Bet and the Panda 8 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.



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Bureau of Gambling
Control

EZ Baccarat

- Backline betting is allowed on the base game wager, Tie Bet, Dragon 7 Bonus Bet, and the Panda 8 Bonus Bet. The wagers are placed side by side in the same designated betting spaces as the seated placers. Each seated player and backline bettor is responsible for their wager.

Dealing Procedures and Round of Play

At the start of a game a player is offered the player-dealer position. Once the player-dealer position is accepted, the house dealer shall wait for each player to make their wager in accordance with the table limits.

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. Each player has the following options when placing their wager(s):
 - a. The Player line which pays 1 to 1;
 - b. The Banker line which pays 1 to 1;
 - c. The Tie Bet, which pays 8 to 1;
 - d. If a player placed a wager on either the Player line or the Banker line, that player may place a wager on the Dragon 7 Bonus Bet, which pays 40 to 1.
 - e. If a player placed a wager on either the Player line or the Banker line, that player may place a wager on the Panda 8 Bonus Bet, which pays 25 to 1.
3. Once all wagers are placed, the house dealer deals one card to the right and one card to the left, one by one in rotation, until each hand has a total of two cards each.
 - a. All cards are dealt face-up.
 - b. The hand to the left of the house dealer is a community hand that belongs to those who placed a bet on the Banker line.
 - c. The hand to the right of the house dealer is a community hand that belongs to those who placed a bet on the Player line.
 - d. The player's hand is resolved first and then the banker's hand is resolved.
 - e. The hand that is closest to nine wins.
4. After the house dealer delivers the first two cards to both the Player line and Banker line, the following Baccarat rules are followed:
 - a. The player's hand must stand when the hand is valued at 6 through 9, and must hit when the hand is valued at 5 or less.
 - b. If the player's hand stands, then the dealer hand hits on a total of 5 or less.
 - c. If the player's hand hits for a complete hand then the banker's hand hits using the following rules:
 - i. If the banker's hand total is 3, then the banker's hand is dealt a third card unless the third card dealt to the player's hand was an 8.
 - ii. If the banker's hand total is 4, then the banker's hand is dealt a third card unless the third card dealt to the player's hand was a 0, 1, 8, or 9.
 - iii. If the banker's hand total is 5, then the banker's hand is dealt a third card if the third card dealt to the player's hand was 4, 5, 6, or 7.
 - iv. If the banker's hand total is 6, then the banker's hand is dealt a third card if the third card dealt to the player's hand was a 6 or 7.
5. The following chart shows when the banker hits (H) or stands (S) according to the rules above:

EZ Baccarat



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

6. The house dealer must use the "house way" when a player requests the house dealer to play an additional wager.
- House way hands shall be set as follows: player hand hits on five or below and stands on six or more.

How Winners are Determined and Paid

Once both hands have been completed, according to the guidelines above, the player's wagers are settled. The action on payouts shall begin with the player to the left of the player-dealer position and continue clockwise. All wagers shall be settled from seat to seat in the following order: all Player line wagers, all Banker line wagers, all Tie Bets, all Panda 8 Bonus Bets, and then all Dragon 7 Bonus Bets. 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 following shall apply for each possible outcome when determining the winner. The player-dealer shall pay and collect all wagers accordingly:

- The player-dealer shall pay all winning Player line wagers made by players when the player hand is closer to nine than the banker hand.
- The player-dealer shall pay all winning Banker line wagers made by players when the banker hand is closer to nine than the player hand.
- The player-dealer shall collect all losing Player line wagers made by players when the banker hand is closer to nine than the player hand.
- The player-dealer shall collect all losing Banker line wagers made by players when the player hand is closer to nine than the banker hand.

Bonus Bets**Tie Bet**

For each seated position, there shall be one separate and specifically designated area for the placement of a Tie Bet. A player may place a Tie Bet even if he/she has not also placed either a Player line wager or a Banker line wager prior to the initial deal. The Tie Bet takes into account the total value of the player's hand and the total value of the banker's hand, regardless of the number of cards each hand has, at the completion of the round. Each hand must be played according to the guidelines above. In the event that the player's hand and the banker's hand are of the same value (tie), the Tie Bet shall win. In the event that the player's hand and the banker's hand are not of the same value, the player-dealer shall win the Tie Bet.

- The player-dealer shall pay all winning Tie Bets when the total of the player's hand and the total of the banker's hand are equal.



- The player-dealer shall collect all losing Tie Bets when the total of the player's hand and the total of the banker's hand are not equal.
- Backline betting is permitted on the Tie Bet.
- See the collection rate schedule for restrictions on the amount that may be wagered on the Tie Bet and any collection fees that may be taken.
- All winning Tie Bets shall be paid 8 to 1.
- Wagers 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 players.

Dragon 7 Bonus Bet

For each seated position, there shall be one separate and specifically designated area for the placement of a Dragon 7 Bonus Bet. A player may only place a Dragon 7 Bonus Bet if they have also placed a wager on either the Player line or on the Banker line prior to the initial deal. If the banker hand has a point value of seven using three cards and the player's hand has a value of six or less, regardless of the number of cards, the Dragon 7 Bonus Bet wins. The Dragon 7 Bonus Bet shall lose on all other outcomes.

- Backline betting is permitted on the Dragon 7 Bonus Bet.
- See the collection rate schedule for restrictions on the amount that may be wagered on the Dragon 7 Bonus Bet and any collection fees that may be taken.
- All winning Dragon 7 Bonus Bets shall be paid 40 to 1.
- The player-dealer shall pay all winning Dragon 7 Bonus Bets and shall collect all losing Dragon 7 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.

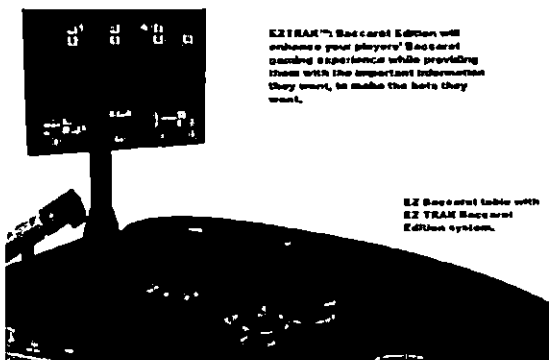
Panda 8 Bonus Bet

For each seated position, there shall be one separate and specifically designated area for the placement of a Panda 8 Bonus Bet. A player may only place a Dragon 7 Bonus Bet if they have also placed a wager on either the Player line or on the Banker line prior to the initial deal. If the player hand has a point value of eight using three cards and the banker's hand has a value of seven or less, regardless of the number of cards, the Panda 8 Bonus Bet wins. The Panda 8 Bonus Bet shall lose on all other outcomes.

- Backline betting is permitted on the Panda 8 Bonus Bet.
- See the collection rate schedule for restrictions on the amount that may be wagered on the Panda 8 Bonus Bet and any collection fees that may be taken.
- All winning Panda 8 Bonus Bets shall be paid 25 to 1.
- The player-dealer shall pay all winning Panda 8 Bonus Bets and shall collect all losing Panda 8 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.



JUL 31 2019

Bureau of Gambling
ControlTable LayoutEquipment Used

EZTRAK™: Baccarat Edition is an LCD-based hand tracking system that provides players with valuable statistical data, enabling them to calculate trends and percentages for any type of Baccarat table games including the very popular EZ Baccarat™.

Key Features

- Table game min and max amounts.
- Numbers and percentages for Player, Banker, Tie Bets, Dragon 7 Bonus Bet and Panda 8 Bonus Bet.
- The occurrence of Naturals.
- The number of hands per shoe.
- Previous shoe statistics.
- A timer (optional) that automatically closes all bets for the hand, speeding up hands per hour.

Collection Rate Schedule

For wagering limits and collection rates for the game of EZ Baccarat, please refer to the California Games Collection Rates (GEGR-001814).

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

TEMPORARY AUTHORIZATION

Effective Date: 07/31/2019

Expiration Date: 07/31/2021

BGC ID: GEGR-001812

RE: Fortune Pai Gow Poker 1.0 Temporary Approval

Dear Keith Sharp:

The Bureau of Gambling Control (Bureau) has reviewed Larry Flynt's Lucky Lady Casino's request to offer the game of Fortune Pai Gow Poker 1.0 for play. This letter is to inform you that the Bureau is granting temporary authorization for the dates provided above.

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

The Bureau reserves the right to: (1) review the lawfulness of the game of Fortune Pai Gow Poker 1.0; (2) notify all law enforcement agencies and gambling establishments if further review determines the game of Fortune Pai Gow Poker 1.0 to be unlawful; (3) require gambling establishments to cease and desist offering the game of Fortune Pai Gow Poker 1.0 if found to be unlawful; and (4) take action against those gambling establishments that decline to abide by the Bureau's cease and desist notification.

Larry Flynt's Lucky Lady Casino shall play the game of Fortune Pai Gow Poker 1.0 in accordance with the Bureau approved temporary rules, as enclosed.

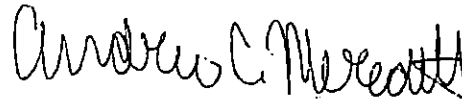
Although the Bureau has temporarily approved the game of Fortune Pai Gow Poker 1.0, it is the sole responsibility of Larry Flynt's Lucky Lady Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approval that may be required by the local jurisdiction before the game of Fortune Pai Gow Poker 1.0 is offered for play. Larry Flynt's Lucky Lady Casino shall be fully responsible for ensuring that any approval required by local law enforcement is obtained prior to offering the game of Fortune Pai Gow Poker 1.0 for play.

Larry Flynt's Lucky Lady Casino
Fortune Pai Gow Poker 1.0
Page 2 of 2

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

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

Sincerely,

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

ANDREW MEREDITH, Manager
Game Review Unit

For XAVIER BECERRA
Attorney General

Enclosure

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

Fortune Pai Gow Poker 1.0

APPROVED



JUL 31 2019

Type of Game

The game of Fortune Pai Gow Poker 1.0 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. The gambling enterprise does not participate in the actual play of the game and has no interest in the outcome of the play.

**Bureau of Gambling
Control**

Object of the Game

The object of the game of Fortune Pai Gow 1.0 is to make a five-card and a two-card hand that ranks higher than the player-dealer's five-card and two-card hands.

Fortune Pai Gow Poker 1.0 adds a bonus bet element to the traditional game of Pai Gow Poker. In Fortune Pai Gow Poker 1.0, a player can place an optional Fortune Bonus Bet. A player that wagers at least \$5 on the Fortune Bonus Bet qualifies for an Envy Bonus payout.

Description of the Deck and Number of Decks Used

Fortune Pai Gow Poker 1.0 is played with a standard 52 card deck including a joker for a total of 53 cards.

Card Values and Hand Rankings

The rank of each card used in Fortune Pai Gow Poker 1.0, in order of highest to lowest rank, shall be: ace, king, queen, jack, ten, 9, 8, 7, 6, 5, 4, 3, and 2. The joker is fully wild and may be used as any card. The ace would be considered low any time the ace begins a Straight or a Straight Flush. All suits shall be considered equal in rank.

The hand rankings for the game of Fortune Pai Gow Poker 1.0, in order of highest to lowest, are as follows:

Hand Dealt	Hand Requirements
Five of a Kind	A hand that consists of Four of a Kind and a joker. Five aces is the highest ranked Five of a Kind and five 2s is the lowest ranked Five of a Kind.
Royal Flush	A hand that consists of an ace, king, queen, jack and 10 of the same suit.
Straight Flush	A hand that consists of five cards of the same suit in consecutive ranking. A king, queen, jack, 10 and 9 is the highest ranked Straight Flush and a 5, 4, 3, 2 and ace is the lowest ranked straight flush.
Four of a Kind	A hand that consists of four cards of the same rank. Four aces is the highest ranked Four of a Kind and four 2s is the lowest ranked Four of a Kind.
Full House	A hand that consists of a Three of a Kind and a Pair. Three aces and two kings is the highest ranked Full House and three 2s and two 3s is the lowest ranked Full House.
Flush	A hand that consists of five cards of the same suit, but that are not in consecutive ranking. An ace, king, queen, jack and 9 is the highest ranked Flush and a 7, 6, 5, 4, 2 is the lowest ranked Flush.
Straight	A hand that consists of five cards that are in consecutive ranking, but that are not the same suit. An ace, king, queen, jack and 10 is the highest ranked Straight and a 5, 4, 3, 2 and ace is the lowest ranked Straight.

Fortune Pai Gow Poker 1.0



JUL 31 2019

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.
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 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, 2 is the lowest ranked High Card hand.

Description of Table Used and Total Number of Seated Positions

Fortune Pai Gow Poker 1.0 is played on a standard Pai Gow Poker table which seats a maximum of seven players including the player-dealer position. The table felt will be marked with the game name and segregated areas for the base game wager, Fortune Bonus Bet, and Envy Bonus Bet. Backline betting is only permitted on the base game wager.

The game may be played on a larger table that seats more than seven players; however, a maximum of seven players may be active in the game during each round of play.

Dealing Procedures and Round of Play

1. The house dealer will utilize a ShuffleMaster i-deal shuffler to distribute seven piles of seven cards face-down in front of them.
2. Once cards have been stacked, the player-dealer selects which pile will receive the "Action" button. The house dealer identifies the hand by placing a button marked "Action" on this pile by pushing it forward and turning the pile behind it side ways.
3. To determine the placement of the Action button, the player-dealer shakes a dice cup containing three standard dice.
4. Before revealing the value of the dice, all players post wagers in the betting circles in front of their position before the dice cup is opened.
5. The value of the three dice indicates which seat the first pile of seven cards will be distributed to. The player-dealer's position is always one, eight, and fifteen. Other seats, in clockwise rotation, respectively represent the other numbers.
6. If the total of the three dice is eight or fifteen, the player-dealer shall receive the first set of cards and the player to the left of the player-dealer shall receive the Action button.
7. The house dealer shall distribute the seven hands in order to each seat, starting with the hand that has the Action button and continuing clockwise around the table. All seven hands will be distributed to all seats at the table, regardless of whether a player is seated at each position or a wager has been placed.
8. Once all of the hands have been distributed, the house dealer will collect the cards distributed to seats without a wager and place them in the discard pile.
9. Each player shall then set their hands by arranging the seven cards into a two-card hand which is placed in front of the five-card hand, and a five-card hand which is placed behind the two-card hand. The five-card hand must rank higher than the two-card hand, according to the ranking of hands, as shown above.
10. When all players' hands have been set, the house dealer exposes the player-dealer's hand, and the player-dealer informs the house dealer they would like their hand set according to the house way chart listed below:
11. Once the player-dealer's hands are set, each player's hand is exposed, in turn, and compared to the player-dealer's hands to determine the winners, losers, or pushes.



Fortune Pai Gow Poker House Way Hand Set

Bureau of Gambling

Hand Dealt	House Way	Example Control																				
High Card	Put 2 nd and 3 rd highest cards in front.	<table><tr><td>K</td><td>J</td><td></td><td></td><td></td></tr><tr><td>♦</td><td>♣</td><td></td><td></td><td></td></tr><tr><td>A</td><td>10</td><td>7</td><td>5</td><td>3</td></tr><tr><td>♥</td><td>♣</td><td>♠</td><td>♥</td><td>♦</td></tr></table>	K	J				♦	♣				A	10	7	5	3	♥	♣	♠	♥	♦
K	J																					
♦	♣																					
A	10	7	5	3																		
♥	♣	♠	♥	♦																		
No Pairs Plus the Joker	Put the 2 nd highest card plus the joker in back, the highest and 3 rd highest cards in front.	<table><tr><td>K</td><td>Q</td><td></td><td></td><td></td></tr><tr><td>♠</td><td>♦</td><td></td><td></td><td></td></tr><tr><td>A</td><td>J</td><td>J</td><td>8</td><td>4</td></tr><tr><td>♣</td><td>♥</td><td>♥</td><td>♦</td><td>♣</td></tr></table>	K	Q				♠	♦				A	J	J	8	4	♣	♥	♥	♦	♣
K	Q																					
♠	♦																					
A	J	J	8	4																		
♣	♥	♥	♦	♣																		
One Pair	Put Pair in back, highest two cards in front.	<table><tr><td>A</td><td>Q</td><td></td><td></td><td></td></tr><tr><td>♣</td><td>♦</td><td></td><td></td><td></td></tr><tr><td>3</td><td>3</td><td>J</td><td>8</td><td>4</td></tr><tr><td>♠</td><td>♣</td><td>♥</td><td>♦</td><td>♣</td></tr></table>	A	Q				♣	♦				3	3	J	8	4	♠	♣	♥	♦	♣
A	Q																					
♣	♦																					
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♠	♣	♥	♦	♣																		
Two Pair: High Pair is As, Ks, or Qs	Put small Pair in front.	<table><tr><td>3</td><td>3</td><td></td><td></td><td></td></tr><tr><td>♦</td><td>♠</td><td></td><td></td><td></td></tr><tr><td>K</td><td>K</td><td>7</td><td>6</td><td>2</td></tr><tr><td>♥</td><td>♠</td><td>♥</td><td>♣</td><td>♦</td></tr></table>	3	3				♦	♠				K	K	7	6	2	♥	♠	♥	♣	♦
3	3																					
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♥	♠	♥	♣	♦																		
Two Pair: High Pair is Js, 10s, or 9s	Put both Pairs in back if an ace can be played in the front, otherwise put small Pair in front.	<table><tr><td>A</td><td>7</td><td></td><td></td><td></td></tr><tr><td>♣</td><td>♥</td><td></td><td></td><td></td></tr><tr><td>J</td><td>J</td><td>8</td><td>8</td><td>4</td></tr><tr><td>♦</td><td>♠</td><td>♣</td><td>♥</td><td>♠</td></tr></table>	A	7				♣	♥				J	J	8	8	4	♦	♠	♣	♥	♠
A	7																					
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J	J	8	8	4																		
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Two Pair: High Pair is 8s, 7s, or 6s	Put both Pairs in back if a king or higher can be played in the front; otherwise put small Pair in front.	<table><tr><td>K</td><td>9</td><td></td><td></td><td></td></tr><tr><td>♠</td><td>♠</td><td></td><td></td><td></td></tr><tr><td>8</td><td>8</td><td>4</td><td>4</td><td>7</td></tr><tr><td>♣</td><td>♦</td><td>♦</td><td>♥</td><td>♣</td></tr></table>	K	9				♠	♠				8	8	4	4	7	♣	♦	♦	♥	♣
K	9																					
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Two Pair: High Pair is 5s, 4s, or 3s	Put both Pairs in back if a queen or higher can be played in the front, otherwise put small Pair in front.	<table><tr><td>Q</td><td>8</td><td></td><td></td><td></td></tr><tr><td>♥</td><td>♣</td><td></td><td></td><td></td></tr><tr><td>5</td><td>5</td><td>4</td><td>4</td><td>2</td></tr><tr><td>♥</td><td>♠</td><td>♥</td><td>♣</td><td>♠</td></tr></table>	Q	8				♥	♣				5	5	4	4	2	♥	♠	♥	♣	♠
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Three Pair: With or without a Straight, Flush, or Straight Flush	Put highest Pair in front.	<table><tr><td>9</td><td>9</td><td></td><td></td><td></td></tr><tr><td>♣</td><td>♠</td><td></td><td></td><td></td></tr><tr><td>7</td><td>7</td><td>5</td><td>5</td><td>A</td></tr><tr><td>♦</td><td>♣</td><td>♥</td><td>♠</td><td>♠</td></tr></table>	9	9				♣	♠				7	7	5	5	A	♦	♣	♥	♠	♠
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♣	♠																					
7	7	5	5	A																		
♦	♣	♥	♠	♠																		
Three of a Kind: Aces	Put an ace and highest single card in front.	<table><tr><td>A</td><td>8</td><td></td><td></td><td></td></tr><tr><td>♣</td><td>♦</td><td></td><td></td><td></td></tr><tr><td>A</td><td>A</td><td>5</td><td>4</td><td>2</td></tr><tr><td>♦</td><td>♠</td><td>♦</td><td>♣</td><td>♠</td></tr></table>	A	8				♣	♦				A	A	5	4	2	♦	♠	♦	♣	♠
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Bureau of Ga

Three of a Kind: Kings and below	Put two highest single cards in front.	<table> <tr> <td>J</td><td>10</td><td colspan="3">Contro</td></tr> <tr> <td>♥</td><td>♣</td><td></td><td></td><td></td></tr> <tr> <td>K</td><td>K</td><td>K</td><td>7</td><td>5</td></tr> <tr> <td>♥</td><td>♦</td><td>♣</td><td>♠</td><td>♥</td></tr> </table>	J	10	Contro			♥	♣				K	K	K	7	5	♥	♦	♣	♠	♥
J	10	Contro																				
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♥	♦	♣	♠	♥																		
Two Three of a Kinds	Put highest Pair possible in front.	<table> <tr> <td>J</td><td>J</td><td colspan="3"></td></tr> <tr> <td>♣</td><td>♦</td><td></td><td></td><td></td></tr> <tr> <td>5</td><td>5</td><td>5</td><td>J</td><td>A</td></tr> <tr> <td>♠</td><td>♥</td><td>♣</td><td>♠</td><td>♦</td></tr> </table>	J	J				♣	♦				5	5	5	J	A	♠	♥	♣	♠	♦
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Straight, Flush, or Straight Flush with no Pair	Put the highest possible two cards in front that will leave a complete hand in back.	<table> <tr> <td>A</td><td>9</td><td colspan="3"></td></tr> <tr> <td>♠</td><td>♠</td><td></td><td></td><td></td></tr> <tr> <td>6</td><td>5</td><td>4</td><td>3</td><td>2</td></tr> <tr> <td>♠</td><td>♠</td><td>♣</td><td>♦</td><td>♠</td></tr> </table>	A	9				♠	♠				6	5	4	3	2	♠	♠	♣	♦	♠
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Straight, Flush, or Straight Flush with one Pair	Put the highest possible two cards (Pair or no Pair) in front that will leave a complete hand in back.	<table> <tr> <td>J</td><td>8</td><td colspan="3"></td></tr> <tr> <td>♥</td><td>♦</td><td></td><td></td><td></td></tr> <tr> <td>9</td><td>8</td><td>7</td><td>6</td><td>5</td></tr> <tr> <td>♠</td><td>♥</td><td>♣</td><td>♠</td><td>♦</td></tr> </table>	J	8				♥	♦				9	8	7	6	5	♠	♥	♣	♠	♦
J	8																					
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Straight, Flush, or Straight Flush with two Pair	Put a Pair in front with a complete hand in back otherwise play Two Pair strategy.	<table> <tr> <td>7</td><td>7</td><td colspan="3"></td></tr> <tr> <td>♦</td><td>♣</td><td></td><td></td><td></td></tr> <tr> <td>9</td><td>9</td><td>Q</td><td>J</td><td>4</td></tr> <tr> <td>♥</td><td>♦</td><td>♦</td><td>♦</td><td>♦</td></tr> </table>	7	7				♦	♣				9	9	Q	J	4	♥	♦	♦	♦	♦
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9	9	Q	J	4																		
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Straight, Flush, or Straight Flush with Three of a Kind	Put Pair or ace in front with complete hand behind.	<table> <tr> <td>5</td><td>5</td><td colspan="3"></td></tr> <tr> <td>♠</td><td>♥</td><td></td><td></td><td></td></tr> <tr> <td>7</td><td>6</td><td>5</td><td>4</td><td>3</td></tr> <tr> <td>♦</td><td>♠</td><td>♦</td><td>♠</td><td>♥</td></tr> </table>	5	5				♠	♥				7	6	5	4	3	♦	♠	♦	♠	♥
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Full House with or without a Straight, Flush, or Straight Flush. (Three of a Kind and a Pair)	Put the highest Pair in front while keeping at least Three of a Kind behind.	<table> <tr> <td>4</td><td>4</td><td colspan="3"></td></tr> <tr> <td>♠</td><td>♥</td><td></td><td></td><td></td></tr> <tr> <td>8</td><td>8</td><td>8</td><td>A</td><td>K</td></tr> <tr> <td>♥</td><td>♠</td><td>♦</td><td>♠</td><td>♥</td></tr> </table>	4	4				♠	♥				8	8	8	A	K	♥	♠	♦	♠	♥
4	4																					
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8	8	8	A	K																		
♥	♠	♦	♠	♥																		
Four of a Kind As, Ks, or Qs	Split to Pair-Pair.	<table> <tr> <td>Q</td><td>Q</td><td colspan="3"></td></tr> <tr> <td>♣</td><td>♦</td><td></td><td></td><td></td></tr> <tr> <td>Q</td><td>Q</td><td>9</td><td>7</td><td>5</td></tr> <tr> <td>♥</td><td>♠</td><td>♠</td><td>♦</td><td>♠</td></tr> </table>	Q	Q				♣	♦				Q	Q	9	7	5	♥	♠	♠	♦	♠
Q	Q																					
♣	♦																					
Q	Q	9	7	5																		
♥	♠	♠	♦	♠																		
Four of a Kind: Js, 10s, or 9s	Play Four of a Kind in back if at least a king can be played up front, otherwise split.	<table> <tr> <td>J</td><td>J</td><td colspan="3"></td></tr> <tr> <td>♦</td><td>♠</td><td></td><td></td><td></td></tr> <tr> <td>J</td><td>J</td><td>Q</td><td>10</td><td>7</td></tr> <tr> <td>♥</td><td>♠</td><td>♦</td><td>♠</td><td>♥</td></tr> </table>	J	J				♦	♠				J	J	Q	10	7	♥	♠	♦	♠	♥
J	J																					
♦	♠																					
J	J	Q	10	7																		
♥	♠	♦	♠	♥																		
Four of a Kind: 8s, 7s, or 6s	Play Four of a Kind in back if at least a queen can be played up front, otherwise split.	<table> <tr> <td>8</td><td>8</td><td colspan="3"></td></tr> <tr> <td>♥</td><td>♦</td><td></td><td></td><td></td></tr> <tr> <td>8</td><td>8</td><td>J</td><td>7</td><td>4</td></tr> <tr> <td>♠</td><td>♠</td><td>♠</td><td>♠</td><td>♦</td></tr> </table>	8	8				♥	♦				8	8	J	7	4	♠	♠	♠	♠	♦
8	8																					
♥	♦																					
8	8	J	7	4																		
♠	♠	♠	♠	♦																		



Four of a Kind: 5s or below	Always play Four of Kind behind.	<table><tr><td>9 ♥</td><td>8 ♣</td><td colspan="3">Bureau of Gambling Control</td></tr><tr><td>5 ♠</td><td>5 ♦</td><td>5 ♥</td><td>5 ♣</td><td>2 ♠</td></tr></table>	9 ♥	8 ♣	Bureau of Gambling Control			5 ♠	5 ♦	5 ♥	5 ♣	2 ♠
9 ♥	8 ♣	Bureau of Gambling Control										
5 ♠	5 ♦	5 ♥	5 ♣	2 ♠								
Four of a Kind with a Pair	Play the Pair in front and play Four of a Kind in back.	<table><tr><td>4 ♣</td><td>4 ♥</td><td colspan="3"></td></tr><tr><td>5 ♥</td><td>5 ♦</td><td>5 ♣</td><td>5 ♠</td><td>2 ♠</td></tr></table>	4 ♣	4 ♥				5 ♥	5 ♦	5 ♣	5 ♠	2 ♠
4 ♣	4 ♥											
5 ♥	5 ♦	5 ♣	5 ♠	2 ♠								
Five of a Kind (2 through king)	Play the Five of a Kind in the back hand.	<table><tr><td>Q ♦</td><td>10 ♠</td><td colspan="3"></td></tr><tr><td>J ♥</td><td>J ♣</td><td>J ♦</td><td>J ♠</td><td></td></tr></table>	Q ♦	10 ♠				J ♥	J ♣	J ♦	J ♠	
Q ♦	10 ♠											
J ♥	J ♣	J ♦	J ♠									
Five Aces	Play a Pair of aces in front.	<table><tr><td>A ♣</td><td>A ♠</td><td colspan="3"></td></tr><tr><td>A ♥</td><td>A ♦</td><td></td><td>K ♠</td><td>5 ♣</td></tr></table>	A ♣	A ♠				A ♥	A ♦		K ♠	5 ♣
A ♣	A ♠											
A ♥	A ♦		K ♠	5 ♣								

How Winners are Determined and Paid

Each player's five-card hand will be compared to the player-dealer's five-card hand, and each player's two-card hand will be compared to the player-dealer's two-card hand, in turn, starting with the Action button, to determine the winner according to the following criteria:

1. Wagers shall be settled in a clockwise manner around the table, starting with the player with the Action button. Furthermore, all wagers shall be settled from seat to seat in the following order: the Fortune Bonus Bet, Envy Bonus, base game wager, and then the backline bets that were placed on the base game.
2. The Fortune Pai Gow Poker 1.0 base game wager wins if the two-card hand and the five-card hand held by the player ranks higher than the player-dealer's two-card hand and the five-card hand. Winning Fortune Pai Gow Poker 1.0 game wagers are paid 1 to 1.
3. The Fortune Pai Gow Poker 1.0 base game wager loses if the two-card hand and the five-card hand held by the player ranks lower than the player-dealer's two-card hand and the five-card hand.
4. The Fortune Pai Gow Poker 1.0 base game wager "pushes" if one of the hands held by the player ranks higher than the player-dealer's corresponding hand, and the player's other hand ranks lower than the player-dealer's corresponding hand. In this case, neither the player nor the player-dealer wins or loses; the base game wager is a push and is returned to the player.
5. If one hand is identical in rank to the player-dealer's hand, it is a "copy hand." The player-dealer wins all copy hands.
6. Once the standard Pai Gow Poker game is finished, the house dealer will determine if the players' hand's qualifies for the Fortune Bonus Bet and/or the Envy Bonus. The Fortune Bonus Bet considers the best hand possible among the player's seven cards.
7. If the player's hand does not qualify for payouts, the player-dealer collects the Fortune Bonus Bet.



8. The house dealer leaves the "Envy" button, if applicable, next to the player's Fortune Pai Gow Poker 1.0 game wager and payouts. The house dealer will not pick up "Envy" buttons until all wagers are reconciled.
9. The player-dealer pays any Envy Bonuses at the end of the round as noted below:
 - o If multiple players have made a seven-card qualifying Fortune Bonus Bet and Envy Bonus hand, then all players with an Envy button will win, other than for their own hand.
10. The player-dealer collects losing Fortune Bonus Bets and pays winning Fortune Bonus Bets to the extent of the player-dealer's wager.
11. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the respective players.
12. After wagers are settled, the cards are collected, and a new round begins.

Bonus Bets

Fortune Bonus Bet

For each seated position, there shall be one separate and specifically designated area for the placement of a Fortune Bonus Bet. A player may only place a Fortune Bet if they have also placed a Fortune Pai Gow Poker 1.0 game wager prior to the initial deal.

- Backline betting is not allowed on the Fortune Bonus Bet. Only the seated player may place a Fortune Bonus Bet.
- The Fortune Bonus Bet takes into account the first seven cards dealt as a player's hand.
- In the event that the first seven cards dealt to a player that placed a Fortune Bonus Bet is a predetermined and designated qualifying hand, as shown below, the Fortune Bonus Bet shall win.
- The player shall then receive a monetary payout based on the bonus hand that the player has received, as shown below. Any other combination of the first seven cards dealt, other than the hands shown below, shall lose.
- There is no opportunity for the Fortune Bonus Bet to tie as it is dependent on the cards dealt as the player's hand, not a comparison of cards or hands.
- The Fortune Bonus Bet remains in action regardless of whether the player's Fortune Pai Gow Poker 1.0 game wager wins, loses, or pushes.
- The player-dealer shall pay all qualifying Fortune Bonus Bets and shall collect all Fortune Bonus Bets that did not qualify.
- Fortune Bonus Bets may be less than or equal to the Fortune Pai Gow game wager, but may not exceed \$100. However, the Fortune Bonus Bet must be within the minimum and maximum table limits.

Envy Bonus

A player that places a wager of at least \$5 on the Fortune Bonus Bet shall receive an "Envy" button and may qualify for the Envy Bonus payout if another player receives a predetermined and designated qualifying hand as shown in the chart below. Players shall receive one Envy button for each Fortune Bonus Bet in an amount equal to or greater than \$5.

- Only seated players are eligible to receive an Envy button. The player-dealer position is not eligible to receive an Envy bonus.
- The Envy bonus takes into account the first seven cards dealt as a player's hand.

Fortune Pai Gow Poker 1.0



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Control

- In the event that the first seven cards dealt to a player that has placed a Fortune Bonus Bet is a predetermined and designated qualifying hand as shown in the chart below, all players with an Envy button shall win.
- A player is not eligible to win an Envy Bonus for their own hand if it qualifies for an Envy Bonus payout.
- If multiple players have made a seven-card qualifying Fortune Bonus Bet and Envy Bonus hand, then all players with an Envy button shall win, other than for their own hand.
- Players shall receive a fixed monetary payout based on the qualifying hand that another player has received and the pay table as shown in the chart below.
- Any other combination of the first seven cards dealt, other than the hands shown below, shall lose.
- The Envy Bonus may win regardless of the outcome of the Fortune Pai Gow Poker 1.0 game wager.
- The player-dealer shall pay all qualifying Envy Bonuses and shall collect all Envy buttons that did not qualify.
- Wagers 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.
- Qualifying Envy Bonus buttons shall be paid according to the table, as shown below.

Fortune Bonus Bet and Envy Bonus

Hand Dealt	Hand Requirements	Fortune Pays	Envy Pays
7 Card Straight Flush (No Joker)	A hand that consists of seven cards of the same suit in consecutive ranking that does not utilize a joker.	500 to 1	\$250
7 Card Straight Flush (With Joker)	A hand that consists of seven cards of the same suit in consecutive ranking that utilizes a joker.	500 to 1	\$250
Five Aces	A hand that consists of four aces and a joker.	250 to 1	\$50
Five of a Kind	A hand that consists of four cards of the same rank and a joker.	200 to 1	\$25
Royal Flush	A hand that consists of an ace, king, queen, jack and 10 of the same suit.	100 to 1	\$10
Straight Flush	A hand that consists of five cards of the same suit in consecutive ranking.	50 to 1	\$5
Four of a Kind	A hand that consists of four cards of the same rank.	25 to 1	\$5
Full House	A hand that consists of a Three of a Kind and a Pair.	5 to 1	
Flush	A hand that consists of five cards of the same suit, but that are not in consecutive ranking.	3 to 1	
Straight	A hand that consists of five cards that are in consecutive ranking, but that are not the same suit.	2 to 1	

Fortune Pai Gow Poker 1.0

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**Bureau of Gambling
Control**

Table Layout



Collection Rates Schedule

For wagering limits and collection rates for the game of Fortune Pai Gow Poker 1.0, please refer to the California Games Collection Rates (GEGR-001814).

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
Larry Flynt's Lucky Lady Casino
301 North Lake Avenue
Pasadena, CA 91101

TEMPORARY AUTHORIZATION

Effective Date: 07/31/2019

Expiration Date: 07/31/2021

BGC ID: GEGR-002063

RE: Mississippi Stud 3 Card Bonus Temporary Approval

Dear Keith Sharp:

The Bureau of Gambling Control (Bureau) has reviewed Larry Flynt's Lucky Lady Casino's request to offer the game of 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.

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

The Bureau reserves the right to: (1) review the lawfulness of the game of 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.

Larry Flynt's Lucky Lady Casino shall play the game of Mississippi Stud 3 Card Bonus in accordance with the Bureau approved temporary rules, as enclosed.

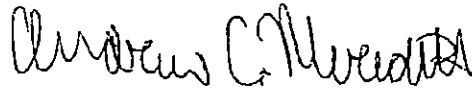
Although the Bureau has temporarily approved the game of Mississippi Stud 3 Card Bonus, it is the sole responsibility of Larry Flynt's Lucky Lady Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approval that may be required by the local jurisdiction before the game of Mississippi Stud 3 Card Bonus is offered for play. Larry Flynt's Lucky Lady Casino shall be fully responsible for ensuring that any approval required by local law enforcement is obtained prior to offering the game of Mississippi Stud 3 Card Bonus for play.

Larry Flynt's Lucky Lady Casino
Mississippi Stud 3 Card Bonus
Page 2 of 2

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

If you have any questions, please contact 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

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.



JUL 31 2019

Mississippi Stud 3 Card Bonus

Bureau of Gambling
Control

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.

Mississippi Stud 3 Card Bonus



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Control

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.



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

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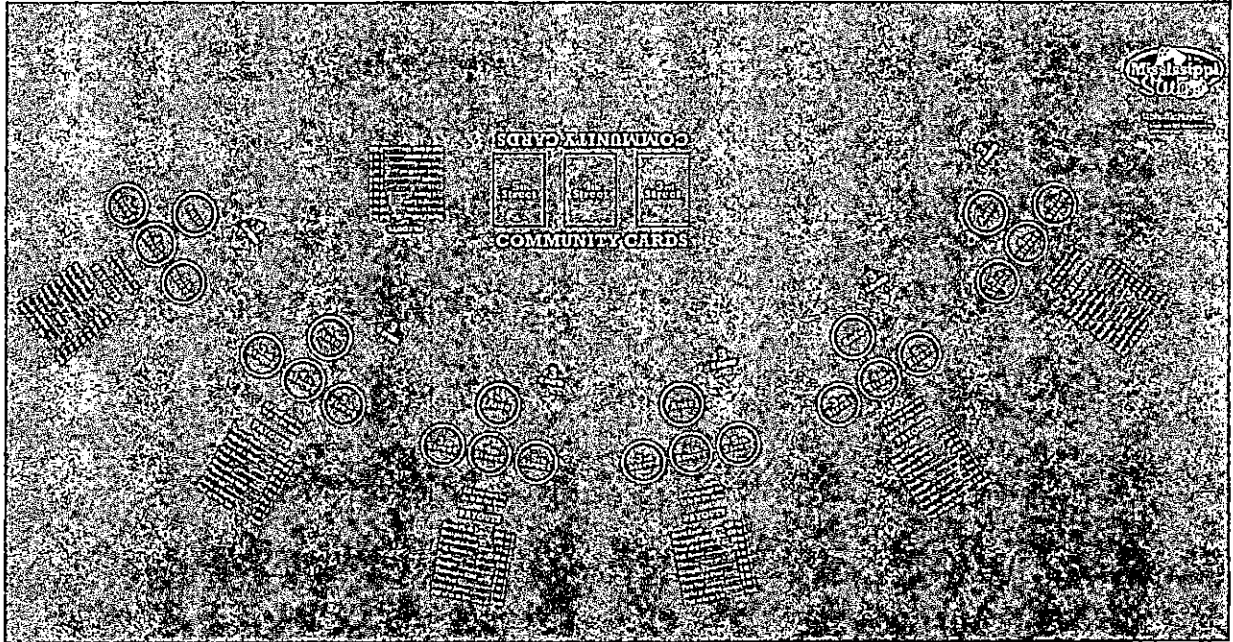
Mississippi Stud 3 Card Bonus



JUL 31 2019

**Bureau of Gambling
Control**

Table Layout





JUL 31 2019

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.
- Larry Flynt's Lucky Lady Casino shall provide ample notice to patrons regarding the collection rates and fees, as well as the procedure for collecting them.
- Collection fees shall be conspicuously posted on or within view of every gaming table.

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

TEMPORARY AUTHORIZATION

Effective Date: 07/31/2019
Expiration Date: 07/31/2021

BGC ID: GEGR-001805

RE: Pai Gow Poker Temporary Approval

Dear Keith Sharp:

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

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

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

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

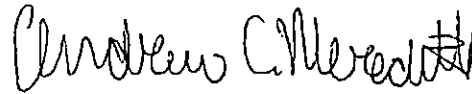
Although the Bureau has temporarily approved the game of Pai Gow Poker, it is the sole responsibility of Larry Flynt's Lucky Lady Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approval that may be required by the local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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Meredith". The signature is fluid and cursive, with a distinct "H" at the end.

ANDREW MEREDITH, Manager
Game Review Unit

For XAVIER BECERRA
Attorney General

Enclosure

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

Pai Gow Poker

APPROVED



JUL 31 2019

Type of Game

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

Object of the Game

The object of the game, as a player, is to use their seven cards to make two hands which are both superior to the player-dealer's. The object of the game, as the player-dealer, is to use their seven cards to make two hands which are the same or superior to each player's two hands. The two hands will consist of a two-card hand and a five-card hand. In both instances the two-card hand must rank lower than the five-card hand.

Description of the Deck and Number of Decks Used

Pai Gow Poker is played with a standard 52- card deck including a joker for a total of 53 cards. The joker may be used as an ace, or to complete any straight or any flush. Backline betting is permitted.

Card Values and Hand Rankings

The rank of each card used in Pai Gow Poker, in order of highest to lowest rank, shall be: ace, king, queen, jack, 10, 9, 8, 7, 6, 5, 4, 3, 2. The joker may be used as an ace or to complete any straight or any flush. All suits shall be considered equal in rank. Aces can be low when used in a straight or straight flush.

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

Hand	Hand Ranking
Five Aces	A hand that consists of four aces and a joker.
Royal Flush	A hand that consists of an ace, king, queen, jack and 10 of the same suit.
Straight Flush	A hand that consists of five cards of the same suit in consecutive ranking. A king, queen, jack, 10 and 9 is the highest ranked Straight Flush and a 5, 4, 3, 2 and ace is the lowest ranked Straight Flush.
Four of a Kind	A hand that consists of four cards of the same rank. Four aces is the highest ranked Four of a Kind and four 2s is the lowest ranked Four of a Kind.
Full House	A hand that consists of a Three of a Kind and a Pair. Three aces and two kings is the highest ranked Full House and three 2s and two 3s is the lowest ranked Full House.
Flush	A hand that consists of five cards of the same suit, but that are not in consecutive ranking. An ace, king, queen, jack and 9 is the highest ranked Flush and a 7, 6, 5, 4, 2 is the lowest ranked Flush.
Straight	A hand that consists of five cards that are in consecutive ranking, but that are not the same suit. An ace, king, queen, jack and 10 is the highest ranked Straight and a 5, 4, 3, 2 and ace is the lowest ranked Straight.
Three of a Kind	A hand that consists of three cards of the same rank. Three aces is the highest ranked Three of a Kind and three 2s is the lowest ranked Three of a Kind.

Pai Gow Poker



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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 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, 6, 5, 4, 2 is the lowest ranked High Card hand.

Description of Table Used and Total Number of Seated Positions

Pai Gow Poker is played on a Pai Gow Poker table which seats a maximum of seven players including the player-dealer position. The game may be played on a larger table that seats more than seven players; however, a maximum of seven seated players may be active in the game during each round of play.

Dealing Procedures and Round of Play

1. The house dealer will utilize a shuffle machine to shuffle, mix, and distribute seven piles of seven cards face-down in front of the house dealer. The remaining four cards shall be placed in the discard pile.
2. Once cards have been stacked, the player-dealer selects which pile will receive the "Action button". The house dealer identifies the hand by placing a button marked "Action" on this pile by pushing it forward and turning the pile behind it side ways.
3. To determine the placement of the pile of cards with the Action button, the player-dealer shakes a dice cup containing three standard dice.
4. Before revealing the value of the dice, all players post wagers in the betting circles in front of their position before the dice cup is opened.
5. The value of the three dice indicate which seat the first pile of seven cards will be distributed. The player-dealer's position is always one, eight, and fifteen. Other seats, in clockwise rotation, respectively represent the other numbers.
6. If the total of the three dice is eight or fifteen, the player-dealer shall receive the first set of cards and the player to the left of the player-dealer shall receive the Action button.
7. The house dealer shall distribute the seven hands in order to each seat, starting with the hand that has the Action button and continuing clockwise around the table. All seven hands will be distributed to all seats at the table, regardless of whether a player is seated at each position or a wager has been placed.
8. Once all of the hands have been distributed, the house dealer will collect the cards distributed to seats without a wager and place them in the discard pile.
9. Each player shall then set their hands by arranging the seven cards into a two-card hand which is placed in front of the five-card hand, and a five-card hand which is placed behind the two-card hand. The five-card hand must rank higher than the two-card hand, according to the ranking of hands, as shown above.
10. When all players' hands have been set, the house dealer exposes the player-dealer's hand, and the player-dealer informs the house dealer they would like their hand set according to the house way chart listed below.
11. Once the player-dealer's hands are set, each player's hand is exposed, in turn, and compared to the player-dealer's hands to determine the winners, losers, or tie hands.



Fortune Pai Gow Poker House Way Hand Set

Bureau of Gambling

Hand Dealt	House Way	Example Control																				
High Card	Put 2 nd and 3 rd highest cards in front.	<table><tr><td>K</td><td>J</td><td></td><td></td><td></td></tr><tr><td>♦</td><td>♣</td><td></td><td></td><td></td></tr><tr><td>A</td><td>10</td><td>7</td><td>5</td><td>3</td></tr><tr><td>♥</td><td>♠</td><td>♠</td><td>♥</td><td>♦</td></tr></table>	K	J				♦	♣				A	10	7	5	3	♥	♠	♠	♥	♦
K	J																					
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A	10	7	5	3																		
♥	♠	♠	♥	♦																		
No Pairs Plus the Joker	Put the 2 nd highest card plus the joker in back, the highest and 3 rd highest cards in front.	<table><tr><td>K</td><td>Q</td><td></td><td></td><td></td></tr><tr><td>♠</td><td>♦</td><td></td><td></td><td></td></tr><tr><td>A</td><td></td><td>J</td><td>8</td><td>4</td></tr><tr><td>♣</td><td></td><td>♥</td><td>♦</td><td>♠</td></tr></table>	K	Q				♠	♦				A		J	8	4	♣		♥	♦	♠
K	Q																					
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A		J	8	4																		
♣		♥	♦	♠																		
One Pair	Put Pair in back, highest two cards in front.	<table><tr><td>A</td><td>Q</td><td></td><td></td><td></td></tr><tr><td>♣</td><td>♦</td><td></td><td></td><td></td></tr><tr><td>3</td><td>3</td><td>J</td><td>8</td><td>4</td></tr><tr><td>♠</td><td>♣</td><td>♥</td><td>♦</td><td>♠</td></tr></table>	A	Q				♣	♦				3	3	J	8	4	♠	♣	♥	♦	♠
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Two Pair: High Pair is As, Ks, or Qs	Put small Pair in front.	<table><tr><td>3</td><td>3</td><td></td><td></td><td></td></tr><tr><td>♦</td><td>♠</td><td></td><td></td><td></td></tr><tr><td>K</td><td>K</td><td>7</td><td>6</td><td>2</td></tr><tr><td>♥</td><td>♠</td><td>♥</td><td>♠</td><td>♦</td></tr></table>	3	3				♦	♠				K	K	7	6	2	♥	♠	♥	♠	♦
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Two Pair: High Pair is Js, 10s, or 9s	Put both Pairs in back if an ace can be played in the front, otherwise put small Pair in front.	<table><tr><td>A</td><td>7</td><td></td><td></td><td></td></tr><tr><td>♠</td><td>♥</td><td></td><td></td><td></td></tr><tr><td>J</td><td>J</td><td>8</td><td>8</td><td>4</td></tr><tr><td>♦</td><td>♠</td><td>♠</td><td>♥</td><td>♠</td></tr></table>	A	7				♠	♥				J	J	8	8	4	♦	♠	♠	♥	♠
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J	J	8	8	4																		
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Two Pair: High Pair is 8s, 7s, or 6s	Put both Pairs in back if a king or higher can be played in the front; otherwise put small Pair in front.	<table><tr><td>K</td><td>9</td><td></td><td></td><td></td></tr><tr><td>♠</td><td>♠</td><td></td><td></td><td></td></tr><tr><td>8</td><td>8</td><td>4</td><td>4</td><td>7</td></tr><tr><td>♠</td><td>♦</td><td>♦</td><td>♥</td><td>♠</td></tr></table>	K	9				♠	♠				8	8	4	4	7	♠	♦	♦	♥	♠
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Two Pair: High Pair is 5s, 4s, or 3s	Put both Pairs in back if a queen or higher can be played in the front, otherwise put small Pair in front.	<table><tr><td>Q</td><td>8</td><td></td><td></td><td></td></tr><tr><td>♥</td><td>♠</td><td></td><td></td><td></td></tr><tr><td>5</td><td>5</td><td>4</td><td>4</td><td>2</td></tr><tr><td>♥</td><td>♠</td><td>♥</td><td>♠</td><td>♠</td></tr></table>	Q	8				♥	♠				5	5	4	4	2	♥	♠	♥	♠	♠
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Three Pair: With or without a Straight, Flush, or Straight Flush	Put highest Pair in front.	<table><tr><td>9</td><td>9</td><td></td><td></td><td></td></tr><tr><td>♠</td><td>♠</td><td></td><td></td><td></td></tr><tr><td>7</td><td>7</td><td>5</td><td>5</td><td>A</td></tr><tr><td>♦</td><td>♠</td><td>♥</td><td>♠</td><td>♠</td></tr></table>	9	9				♠	♠				7	7	5	5	A	♦	♠	♥	♠	♠
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Three of a Kind: Aces	Put an ace and highest single card in front.	<table><tr><td>A</td><td>8</td><td></td><td></td><td></td></tr><tr><td>♣</td><td>♦</td><td></td><td></td><td></td></tr><tr><td>A</td><td>A</td><td>5</td><td>4</td><td>2</td></tr><tr><td>♦</td><td>♠</td><td>♦</td><td>♠</td><td>♠</td></tr></table>	A	8				♣	♦				A	A	5	4	2	♦	♠	♦	♠	♠
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Pai Gow Poker

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Three of a Kind: Kings and below	Put two highest single cards in front.	<table> <tr> <td>J</td><td>10</td><td colspan="3">Cont</td></tr> <tr> <td>♥</td><td>♣</td><td></td><td></td><td></td></tr> <tr> <td>K</td><td>K</td><td>K</td><td>7</td><td>5</td></tr> <tr> <td>♥</td><td>♦</td><td>♣</td><td>♠</td><td>♥</td></tr> </table>	J	10	Cont			♥	♣				K	K	K	7	5	♥	♦	♣	♠	♥
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Two Three of a Kinds	Put highest Pair possible in front.	<table> <tr> <td>J</td><td>J</td><td colspan="3"></td></tr> <tr> <td>♣</td><td>♦</td><td></td><td></td><td></td></tr> <tr> <td>5</td><td>5</td><td>5</td><td>J</td><td>A</td></tr> <tr> <td>♠</td><td>♥</td><td>♣</td><td>♠</td><td>♦</td></tr> </table>	J	J				♣	♦				5	5	5	J	A	♠	♥	♣	♠	♦
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Straight, Flush, or Straight Flush with no Pair	Put the highest possible two cards in front that will leave a complete hand in back.	<table> <tr> <td>A</td><td>9</td><td colspan="3"></td></tr> <tr> <td>♠</td><td>♠</td><td></td><td></td><td></td></tr> <tr> <td>6</td><td>5</td><td>4</td><td>3</td><td>2</td></tr> <tr> <td>♠</td><td>♠</td><td>♣</td><td>♦</td><td>♠</td></tr> </table>	A	9				♠	♠				6	5	4	3	2	♠	♠	♣	♦	♠
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Straight, Flush, or Straight Flush with one Pair	Put the highest possible two cards (Pair or no Pair) in front that will leave a complete hand in back.	<table> <tr> <td>J</td><td>8</td><td colspan="3"></td></tr> <tr> <td>♥</td><td>♦</td><td></td><td></td><td></td></tr> <tr> <td>9</td><td>8</td><td></td><td>6</td><td>5</td></tr> <tr> <td>♠</td><td>♥</td><td></td><td>♠</td><td>♦</td></tr> </table>	J	8				♥	♦				9	8		6	5	♠	♥		♠	♦
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Straight, Flush, or Straight Flush with two Pair	Put a Pair in front with a complete hand in back otherwise play Two Pair strategy.	<table> <tr> <td>7</td><td>7</td><td colspan="3"></td></tr> <tr> <td>♦</td><td>♣</td><td></td><td></td><td></td></tr> <tr> <td>9</td><td>9</td><td>Q</td><td>J</td><td>4</td></tr> <tr> <td>♥</td><td>♦</td><td>♦</td><td>♦</td><td>♦</td></tr> </table>	7	7				♦	♣				9	9	Q	J	4	♥	♦	♦	♦	♦
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Straight, Flush, or Straight Flush with Three of a Kind	Put Pair or ace in front with complete hand behind.	<table> <tr> <td>5</td><td>5</td><td colspan="3"></td></tr> <tr> <td>♠</td><td>♥</td><td></td><td></td><td></td></tr> <tr> <td>7</td><td>6</td><td>5</td><td>4</td><td>3</td></tr> <tr> <td>♦</td><td>♠</td><td>♦</td><td>♠</td><td>♥</td></tr> </table>	5	5				♠	♥				7	6	5	4	3	♦	♠	♦	♠	♥
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Full House with or without a Straight, Flush, or Straight Flush. (Three of a Kind and a Pair)	Put the highest Pair in front while keeping at least Three of a Kind behind.	<table> <tr> <td>4</td><td>4</td><td colspan="3"></td></tr> <tr> <td>♠</td><td>♥</td><td></td><td></td><td></td></tr> <tr> <td>8</td><td>8</td><td>8</td><td>A</td><td>K</td></tr> <tr> <td>♥</td><td>♠</td><td>♦</td><td>♠</td><td>♥</td></tr> </table>	4	4				♠	♥				8	8	8	A	K	♥	♠	♦	♠	♥
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Four of a Kind As, Ks, or Qs	Split to Pair-Pair.	<table> <tr> <td>Q</td><td>Q</td><td colspan="3"></td></tr> <tr> <td>♣</td><td>♦</td><td></td><td></td><td></td></tr> <tr> <td>Q</td><td>Q</td><td>9</td><td>7</td><td>5</td></tr> <tr> <td>♥</td><td>♠</td><td>♠</td><td>♦</td><td>♠</td></tr> </table>	Q	Q				♣	♦				Q	Q	9	7	5	♥	♠	♠	♦	♠
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Q	Q	9	7	5																		
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Four of a Kind: Js, 10s, or 9s	Play Four of a Kind in back if at least a king can be played up front, otherwise split.	<table> <tr> <td>J</td><td>J</td><td colspan="3"></td></tr> <tr> <td>♦</td><td>♠</td><td></td><td></td><td></td></tr> <tr> <td>J</td><td>J</td><td>Q</td><td>10</td><td>7</td></tr> <tr> <td>♥</td><td>♠</td><td>♦</td><td>♠</td><td>♥</td></tr> </table>	J	J				♦	♠				J	J	Q	10	7	♥	♠	♦	♠	♥
J	J																					
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J	J	Q	10	7																		
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Four of a Kind: 8s, 7s, or 6s	Play Four of a Kind in back if at least a queen can be played up front, otherwise split.	<table> <tr> <td>8</td><td>8</td><td colspan="3"></td></tr> <tr> <td>♥</td><td>♦</td><td></td><td></td><td></td></tr> <tr> <td>8</td><td>8</td><td>J</td><td>7</td><td>4</td></tr> <tr> <td>♠</td><td>♠</td><td>♣</td><td>♠</td><td>♦</td></tr> </table>	8	8				♥	♦				8	8	J	7	4	♠	♠	♣	♠	♦
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Four of a Kind: 5s or below	Always play Four of Kind behind.	9♥ 8♣ 5♠ 5♦ 5♥ 5♣ 2♠
Four of a Kind with a Pair	Play the Pair in front and play Four of a Kind in back.	4♣ 4♥ 5♥ 5♦ 5♣ 5♠ 2♠
Five Aces	Play a Pair of aces in front.	A♣ A♠ A♥ A♦ 2♥ K♠ 5♣

How Winners are Determined and Paid

Each player's five-card hand will be compared to the player-dealer's five-card hand, and each player's two-card hand will be compared to the player-dealer's two-card hand, in turn, starting with the Action button, to determine the winner according to the following criteria:

- The Pai Gow Poker base game wager wins if the two card hand and the five-card hand held by the player ranks higher than the player-dealer's two-card hand and the five-card hand. Winning Pai Gow Poker game wagers are paid 1 to 1.
- The Pai Gow Poker base game wager loses if the two-card hand and the five-card hand held by the player ranks lower than the player-dealer's two-card hand and the five-card hand.
- The Pai Gow Poker base game wager "pushes" if one of the hands held by the player ranks higher than the player-dealer's corresponding hand, and the player's other hand ranks lower than the player-dealer's corresponding hand. In this case, neither the player nor the player-dealer wins or loses; the wager is a "push" and is returned to the player.
- If one hand is identical in rank to the player-dealer's hand, it is a copy hand. The player-dealer wins all copy hands.
- If a player's two-card outranks their five-card hand, the hands will be considered a foul and the hands shall lose.
- Wagers shall be settled in a clockwise manner around the table, starting with the player with the Action button. Furthermore, all wagers shall be settled from seat to seat.
- Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the respective players.

Pai Gow Poker

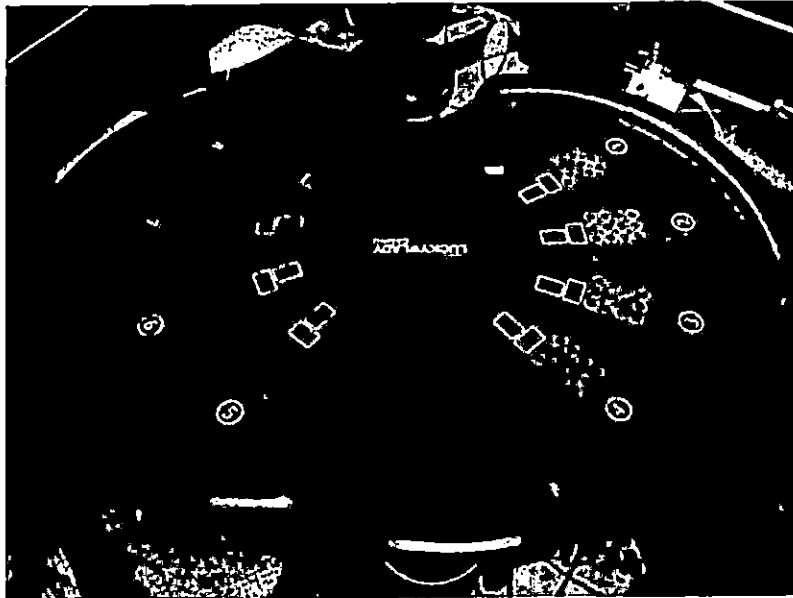
APPROVED



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Table Layout



Collection Rates Schedule

For wagering limits and collection rates for the game of Pai Gow Poker, please refer to the California Games Collection Rates (GEGR-001814).

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

TEMPORARY AUTHORIZATION

Effective Date: 07/31/2019

Expiration Date: 07/31/2021

BGC ID: GEGR-001806

RE: Pai Gow Tiles Temporary Approval

Dear Keith Sharp:

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

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

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

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

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

Larry Flynt's Lucky Lady Casino
Pai Gow Tiles
Page 2 of 2

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

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

Sincerely,

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

ANDREW MEREDITH, Manager
Game Review Unit

For XAVIER BECERRA
Attorney General

Enclosure

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

**Type of Game**

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

Object of the Game

The object of the game of Pai Gow Tiles is to make a two-tile high hand and a two-tile low hand that ranks higher than the player-dealer's two-tile high hand and two-tile low hand.

Description of the Deck and Number of Decks Used

Pai Gow Tiles is played with 32 Chinese dominoes or 'tiles', which form 16 possible pairs.

Tile Values and Rankings

The value of a hand is based on both the numeric and symbolic ranking of the tiles. To find the numeric value of a tile, count the total number of the dots on each tile. Use only the right hand digit value if the total is over 9.

- Example: A 12-dot tile has a value of 2.

The color of the dots have no significance and does not change the value of any tile. As noted below, the numerical value of a tile does not represent the actual ranking of each tile.

- Example: A Gor Tile (4-dots) is higher ranking than a Foo Tile (11-dots).

Rank 1	Rank 2	Rank 3	Rank 4	Rank 5	Rank 6
Teen	Dey	Yun	Gor	Mooy	Chong
Rank 7	Rank 8	Rank 9	Rank 10	Rank 11	Rank 12
Bon	Foo	Ping	Tit	Look	Chop Gow
Rank 13	Rank 14	Rank 15	Rank 16		
Chop Bot	Chop Chit	Chop Ng	Gee Joon		



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- The above tiles ranked 1 through 11 have an exact copy, representing 22 of the 32 total tiles.
- The above tiles ranked 12 through 16 have different dot representations but share the same name, numerical value, and ranking.
- The above tile ranked 16, Gee Joon is wild and can be played with a numerical value of either 3 or 6 depending on what the player wants to achieve.

o Example: a Gee Joon (3-Dot) tile can be used as a Gee Joon (6-Dot) tile.

Hand Rankings

Each player will use their 4 tiles to create a two-tile high hand and a two-tile low hand. When a player sets their hands, the player will attempt to arrange them by the below rankings:

1. Supreme Pair
2. Matched Pairs
3. Unmatched Pairs
4. Wongs
5. Gongs
6. Any two tiles that total 9 or less

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

SUPREME PAIR

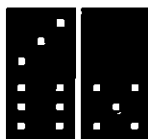
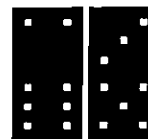
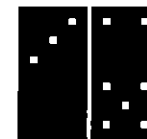
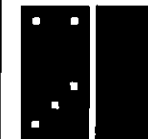


MATCHED PAIRS: Any matched pair.

Rank 2	Rank 3	Rank 4	Rank 5	Rank 6	Rank 7
Rank 8	Rank 9	Rank 10	Rank 11	Rank 12	



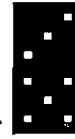
UNMATCHED PAIRS: Any of the below mixed pairs.

Rank 13	Rank 14	Rank 15	Rank 16
			
Nine	Low Eight	Low Seven	Five

WONG: Any 2 or 12-dot tile and any 9-dot tile.

Rank 17	Rank 18
 with either  or 	 with either  or 
Twelve Plus Any Nine	Two Plus Any Nine

GONG: Any 2 or 12-dot tile with any 8-dot tile.

Rank 19	Rank 20
 with either  or  or 	 with either  or  or 
Twelve Plus Any Eight	Two Plus Any Eight

HIGH 9: Any 2 or 12-dot tile with any 7-dot tile.

Rank 21	Rank 22
 with either  or  or 	 with either  or  or 
Twelve Plus Any Seven	Two Plus Any Seven

Description of Table Used and Total Number of Seated Positions

The game shall be played on a standard Pai Gow table that accommodates up to seven players and a player-dealer position for a total of eight seated positions. Within each betting area for each seated player, there shall be one separate betting space specifically designated for one separate base game wager. Backline betting is permitted for all wagers; also players may wager on available betting spaces.

**Dealing Procedures and Round of Play****Bureau of Gambling**

All players post wagers in the betting circles on the table in front of their position before the dice cup is shaken and opened.

1. The house dealer shuffles or mixes the tiles and stacks them in rows, with four tiles facing down in each row.
 - a. When the house dealer is shuffling or stacking the tiles and exposed a Teen or a Day, the house dealer will be required to re-shuffle. If the tile is of any other value, the stacking will continue and the hand will be played.
 - b. If the house dealer knocks over two or more stacks of tiles and is unable to reconstruct where each tile goes, the house dealer will re-shuffle.
 - c. When the house dealer is delivering the player-dealer hand and a single tile in the player-dealer's hand is exposed, the hand will stand as dealt.
 - d. If two tiles are exposed from the player-dealer hand, the player-dealer will be allowed an option to play the hand out as dealt or to re-shuffle.
2. Once tiles have been stacked, the player-dealer selects which stack will receive the "Action button". The house dealer identifies the selected hand by placing a button marked "Action" on the stack by pushing it forward.
3. To determine the placement of the Action button and first tile stack, the player-dealer shakes a dice cup containing three standard dice.
4. Before revealing the value of the die, all players post wagers in the betting circles in front of their position before the dice cup is opened.
5. The value of the three die indicates which seat the first pile of tiles will be distributed to. The player-dealer's position is always one, nine, and seventeen. Other seats (occupied and unoccupied), in counterclockwise rotation, respectively represent the other numbers.
6. If the total of the three die is nine or seventeen, the player-dealer shall receive the first set of tiles and the player to the left of the player-dealer shall receive the Action button.
7. The house dealer shall distribute the eight sets of tiles in order to each seat, starting with the hand that has the Action button and continuing counterclockwise around the table. All eight sets will be distributed to all seats at the table, regardless of whether a player is seated at each position or a wager has been placed.
 - a. The house dealer will use their right hand to deliver the tiles to seats 1, 2, 3, 4, and use their left hand to deliver to seats 5, 6, 7, and 8. The house dealer will always slide the tiles to ensure no tiles are exposed and use one hand to deliver the tiles.
 - b. The player-dealer's tiles will always be placed in the center of the table, and indicated by placing a "Banker Button" on top of the tiles.
8. Once all of the tiles have been distributed, the house dealer will collect the tiles distributed to seats without a wager and place them in the discard pile. The house dealer will leave these tiles unexposed until the completion of the round of play.
9. Each player shall then set their hands according to the rankings above by arranging the four tile set into a two-tile high hand and a two-tile low hand. The two stacks do not have to be placed in a specific position.
10. Players may have the house dealer set their hands in the "House Way." The player will place their four tiles in one stack in front of their wager. When opened, this hand will be set according to the House Way.
11. Once everyone has placed their tiles in front of their wagers and any House Way hands stacked four tiles high, the house dealer will pass the player-dealer tiles to the player-dealer. Once the tiles have been passed to the player-dealer, any player touching their tiles or wager will forfeit their hand and their wager will be awarded to the player-dealer.

Pai Gow Tiles



JUL 31 2019

Bureau of Gambling Control

12. After the player-dealer has exposed and looked at their tiles, the house dealer will collect the exposed player-dealer hand and set it into two hands according to the below House Way chart. The player-dealer will have final say as to how the tiles will be set and will be asked for confirmation by the house dealer.
13. Once the player-dealer's hands are set, each player's hand is exposed, in turn, and compared to the player-dealer's hands to determine the winners, losers, or pushes.
 - a. Each two-tile stack will be exposed one tile at a time to avoid any chance of a low hand and a high hand becoming mixed up.

House Way

If one setting results in an equal or higher high and low hand than all alternatives, then play it. For example, with 12-dot tile, 12-dot tile, 3-dot tile, and 4-dot tile, playing 7/teen pair is the obvious best play. This supersedes the rule to split a 12-dot tile pair to make 6/8 or better.

Pai Gow Tiles House Way Chart

Hand Dealt: Pair	Hand Setting
Gee Joon	Split only with 12-dot, 11-dot, or 10-dot tiles.
2, 12 Pair	Split to make 6/8 or better, or with 9-dot and 11-dot tile.
6 Pair	Split with any combination of 2, 11, and 12-dot tiles.
7 Pair	Split with any combination of 2, 10, 11, or 12-dot tiles.
8 Pair	Split with any combination of 2, 10, 11, or 12-dot tiles. Also split with a 9-dot tile and an 11-dot tile.
9 Pair	Split with any combination of 2, 10, and 12-dot tiles.

If a pair is not possible, the house dealer will score the maximum number of points between both pairs of tiles as follows. Pairs of 0 to 9 count according to the number of points. A Gong shall count as 10 points, and a Wong shall count as 11 points. For example, 12-dot tile, 8-dot tile, 9-dot tile, and a 5-dot tile could be arranged as 4/Gong (4+10=14 points), 3/Wong (3+11=14 points), or 7/7 (7+7=14 points). It is thus a 14-point hand.

After scoring the hand, the house dealer will play it according to the number of points. The highest play listed is the one the house dealer will play. For example, of the three possible plays in the 14-point hand above, 7/7 is listed highest, and is thus what a player should play.

When given the choice whether to play the 2-dot tile or 12-dot tile in a Wong, Gong, or High 9, the house dealer will play the 12-dot tile.

Hand Dealt: No Pair	Hand Setting
20 Points or More	Maximize High Hand
18 or 19 Points	Maximize Low Hand
17 Points	1. 7/low 8 Gong 2. 6/Wong 3. 8/high 9 4. 7/high 8 Gong 5. 8/9

Pai Gow Tiles



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16 Points	1. 7/high 9 2. 6/low 8 Gong 3. 7/9 4. 6/high 8 Gong 5. 8/8 6. 5/Wong
15 Points	1. 7/high 9 2. 5/low 8 Gong 3. 7/8 4. 4/Wong 5. 6/9 6. 5/high 8 Gong
14 Points	1. 5/high 9 2. 4/low 8 Gong 3. 7/7 4. 3/Wong 5. 4/high 8 Gong 6. 6/8 7. 5/9
13 Points	1. 2/Wong 2. 6/7 3. 3/low 8 Gong 4. 4/high 9 5. 3/high 8 Gong 6. 5/8 7. 4/9
12 Points	1. 1/Wong 2. 2/Gong 3. 6/6 4. 5/7 5. 3/9 6. 4/8
11 Points	1. 0/Wong 2. 1/Gong 3. 2/high 9 4. 5/6 5. 2/9 6. 4/7 7. 3/8
10 Points	1. 0/Gong 2. 1/9 3. 5/5 4. 2/8 5. 3/7 6. 4/6
9 Points	1. 0/9 2. 1/8 3. 2/7 4. 4/5 5. 3/6

Pai Gow Tiles



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8 Points	1. 0/8 2. 1/7 3. 4/4 4. 2/6 5. 3/5
7 Points	With 7-point hands, do not play highest two ranking tiles in the same hand. 1. 0/7 2. 3/4 3. 2/5 4. 1/6
6 Points or Less	Maximize the low hand

How Winners are Determined and Paid

All bets are made against the player-dealer. A player wins if both hands rank higher than both hands of the player-dealer. If only one hand ranks higher, it is a tie or a "push." In case both two-tile combinations are of the same total value (9, 8, 7, etc.), the highest ranking tiles are compared, and the two-tile combination holding the highest ranking individual tile wins. If both of the player's hands rank lower than the player-dealer's hands, the player loses to the player-dealer. The player-dealer wins all situations where both hands are identical to the player's hands. The player-dealer also wins all "zero" combination ties regardless of the highest tile ranking.

The player-dealer can only receive action on the amount wagered and cannot win or lose more than their original wager. Wagers shall be settled in a clockwise manner around the table, starting with the player with the Action button. Furthermore, all wagers shall be settled from seat to seat. Wagers 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.

Once all hands have been settled and picked up, the house dealer will expose all unused tile hands. After they have been exposed to the players, the tiles are to be turned over in preparation for the shuffle-wash.

The house dealer will then turn over, push forward, and "chop" the stacked tiles used in the previous round. After making sure all tiles are face-down and unexposed, the house dealer will start the shuffle-wash procedure for the next round.

Pai Gow Tiles

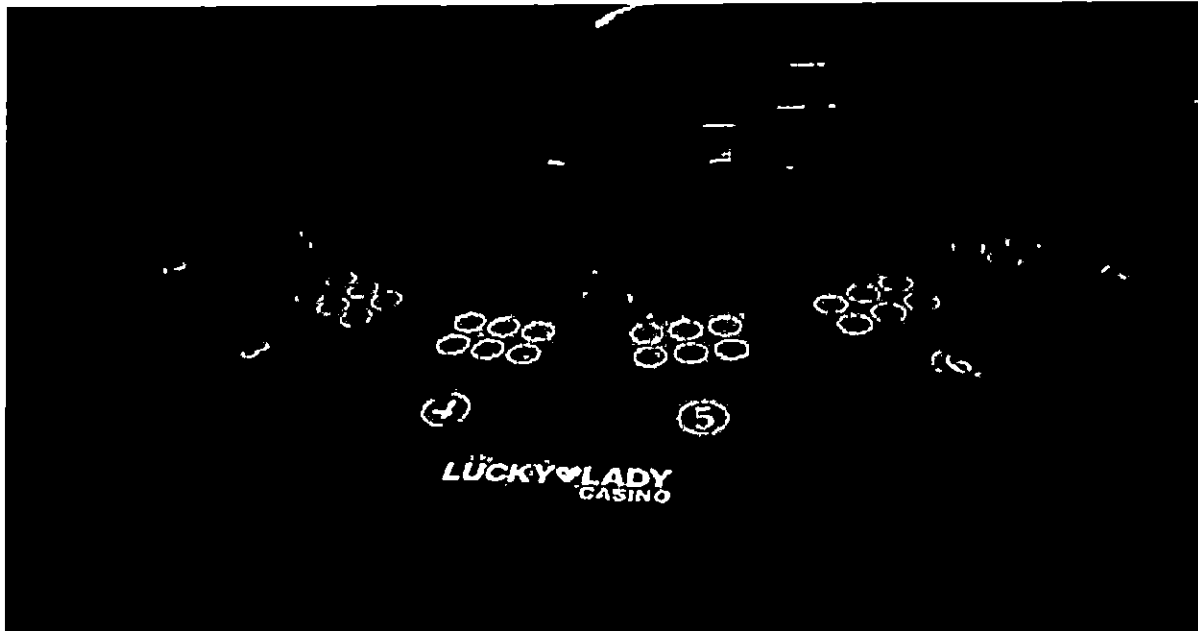
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**Bureau of Gambling
Control**

Table Layout



Collection Rate Schedule

For wagering limits and collection rates for the game of Pai Gow Tiles, please refer to the California Games Collection Rates (GEGR-001814).

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

TEMPORARY AUTHORIZATION

Effective Date: 07/31/2019

Expiration Date: 07/31/2021

BGC ID: GEGR-001804

RE: Three Card Poker Temporary Approval

Dear Keith Sharp:

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

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

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

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

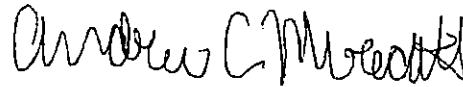
Although the Bureau has temporarily approved the game of Three Card Poker, it is the sole responsibility of Larry Flynt's Lucky Lady Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approval that may be required by the local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

Larry Flynt's Lucky Lady Casino
Three Card Poker
Page 2 of 2

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

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

Sincerely,

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

ANDREW MEREDITH, Manager
Game Review Unit

For XAVIER BECERRA
Attorney General

Enclosure

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

Three Card Poker

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JUL 31 2019

Type of Game

The game of Three Card 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.

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Object of the Game

The object of the game is for a player to assemble a three-card hand that beats the player-dealer's three-card hand.

Description of the Deck and Number of Decks Used

Shuffling Machine: Cards used to play Three Card Poker shall be dealt by hand or from a single deck automatic card shuffling device (shuffler).

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

Number of Decks: Cards used to play Three Card 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 will be a different color;
- One deck will be shuffled by the shuffler while the other deck is being dealt or used to play the game;
- Both decks will be continuously alternated in and out of play, with each deck being used for every other round of play; and
- 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 Three Card Poker when forming a three 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. The ace would be considered low any time the ace begins a straight or a straight flush.

Three Card Poker Hand Rankings

3-Card Hand Dealt	Hand Requirements
Mini Royal Flush	A hand comprised of an ace, king, and queen of the same suit.
Straight Flush	A hand comprised of three cards of the same suit in consecutive ranking. King, queen and jack is the highest ranked Straight Flush and 3, 2 and ace is the lowest ranked Straight Flush.
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.
Straight	A hand comprised of three cards in consecutive ranking, but are not the same suit. Ace, king, and queen is the highest ranked Straight and 3, 2, and ace is the lowest ranked Straight.

Three Card Poker



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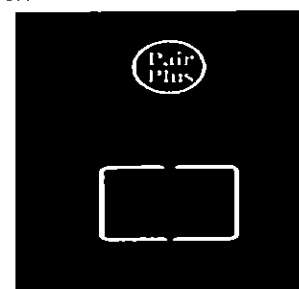
Flush	A hand comprised of three cards of the same suit, but are not in consecutive ranking. Ace, king, and jack is the highest ranked Flush and a 5, 3, and 2 is the lowest ranked Flush.
One Pair	A hand comprised of two cards of the same rank. Two aces is the highest ranked Pair and two 2s is the lowest ranked Pair.
High Card	A hand comprised of three cards that do not make any of the hands listed above. Ace, king, and jack is the highest ranked High Card hand and 5, 3, and 2 is the lowest ranked High Card hand.

Description of Table Used and Total Number of Seated Positions

Three Card Poker shall be played on a standard blackjack style table having seven places on one side of the table for six players and a player-dealer, and a place for the house dealer on the opposite side. Each Three Card Poker table shall have a drop box attached to it.

The wagering areas shall be designated as follows:

- For the Ante Bet, the word "Ante";
- For the Play Bet, the word "Play";
- For the Pair Plus Bonus Bet, the word(s) "Bonus" or "Pair Plus."

**Dealing Procedures and Round of Play**

All wagers in Three Card Poker shall be made by placing gaming chips on the appropriate betting areas of the table layout keeping in mind the table minimum and maximum wagering limits.

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.
3. At the beginning of each round of play, each player shall be required to place an Ante Bet. Each player will have the option to place a Play Bet, after inspecting their hand, which must be equal to the Ante Bet.
4. Each player who has placed the Ante Bet required above, shall also have the option to make an additional Pair Plus Bonus Bet. This wager awards a bonus payout to the player(s) who receives a poker hand consisting of certain hand combinations as listed in the Bonus Bet Payout Table.
5. The house dealer shall wait for each player to place their Ante wager as well as any bonus wager. After each player has placed their wager(s), the house dealer will announce, "no more bets." No Ante or Pair Plus Bets shall be made, increased, or withdrawn after the house dealer has announced, "no more bets."
6. The game utilizes an action button to determine which player receives first action on their wager.
 - a. The player-dealer's third card, which is dealt face-up, determines the position of the action button.
 - b. When determining where the action button will be placed, cards will hold the following values: ace is one, 2 through 10 have their face value, jack is eleven, queen is twelve, and king is thirteen.
 - c. The player-dealer position is not counted when determining where the action button shall be placed.

Three Card Poker

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Control

- d. The other seats, in clockwise rotation, starting with the player to the left of the house dealer and continuing left to right, respectively represent the numbers of the player-dealer's face up card.
 - i. However, if the number of the face-up card is commensurate with an empty seated position, the action button moves to the next active seated player to the right of the empty seated position.
7. After all wagers have been placed, the house dealer shall shuffle the cards by use of a shuffle machine so the cards are randomly intermixed. Upon completion of the shuffle, the device shall dispense cards in stacks of three.
8. After the stacks have been delivered to each player, face-down, the player-dealer's bottom card will be turned face-up. The house dealer shall unload the remaining cards in the shuffler and place them into the discard rack without exposing the cards.
9. After the dealing procedures above have been completed, each player shall examine their cards.
10. Each player who wagers in Three Card Poker is 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 three cards in full view of the house dealer at all times.
11. After examination of the cards, each player shall have the option to either make a Play Bet in an amount **equal** to the player's Ante Bet or forfeit the Ante Bet and end their participation in the round of play. 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.
 - a. If a player has placed a Pair Plus Bet, but does not make a Play Bet, the player shall forfeit the wager, as well as, the Ante Bet.
12. After each player has either placed a wager on the table in the Play Bet area or forfeited their wager and hand, the house dealer shall collect all forfeited wagers and associated cards, placing them in the discard rack.
13. The house dealer shall then reveal the remaining player-dealer's cards and place the cards so as to form the highest possible ranking hand. The player-dealer must qualify to play with a **minimum of queen-high**.

How Winners are Determined and Paid

1. If the player-dealer's hand does not have a minimum of a queen-high, the **player-dealer's hand does not qualify**.
 - a. The Play Bet receives no action. The house dealer shall immediately refund these wagers to players.
 - b. If the player-dealer's hand does NOT qualify, the player-dealer will automatically pay each Ante, not surrendered by folding, even money regardless of whether the player's hand ranks higher than the player-dealer's or not.
2. If the player-dealer's hand has a queen or better, the **player-dealer's hand qualifies**. The house dealer shall immediately stack each player's Play Bet atop the Ante. The house dealer shall then reveal the three-card hand of each active player, starting with the player to the left of the player-dealer position or the player with the action button.
 - a. If the player's hand beats the player-dealer's hand, the player wins even money on the Ante and the Play Bets.
 - b. If the player-dealer's hand beats the player's hand, the player loses both the Ante and the Play Bets.
 - c. If the player's hand and the player-dealer's hand are equal in rank and value, the hand is considered a tie and the Ante and Play Bets shall push and be returned to the player.



Three Card Poker

3. All cards collected by the house dealer shall be picked up in order and placed in the discard rack in such a way they can be readily arranged to reconstruct each hand in the event of a question or dispute.
4. Player-dealer's are never required to cover all opposing players' wagers. Payoffs of wagers are limited to the amount of the player-dealer wager. The house shall not participate as the player-dealer. The house shall not take a percentage of wagers placed in the game. There is no maximum on the player-dealer's wager.
5. The payout begins with the player who has the Action button in front of them starting with the Ante Bet, Play Bet and then Pair Plus Bonus Bet going from left to right.

Bonus Bet**Pair Plus Bet**

The Pair Plus Bet is an optional bonus bet for Three Card Poker. The rules are as follows:

- A player shall only place a Pair Plus Bet if they have also placed an Ante Bet prior to the initial deal.
- Pair Plus Bets must be placed prior to the initial deal.
- The Pair Plus Bet only considers the three cards each player receives.
- If the player's hand qualifies for payouts, the player is paid by the player-dealer according to the posted pay table below.
- If the player's hand does not qualify for payouts, the player-dealer collects the Pair Plus Bet.
- The player-dealer will pay all winning Pair Plus Bets and will collect all losing Pair Plus Bets.
- The Pair Plus Bet may win or lose regardless of the outcome of the base game wager. However, the Pair Plus Bet shall be forfeited if the player folds their hand and does not place a Play wager.
- Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer will be returned to the players.
- Backline betting is not permitted.
- Winning Pair Plus Bets pay as follows:

Pair Plus Wager Payout

3-Card Hand	Payout
Mini Royal Flush	200 to 1
Straight Flush	40 to 1
Three of a Kind	30 to 1
Straight	6 to 1
Flush	3 to 1
One Pair	1 to 1

Three Card Poker

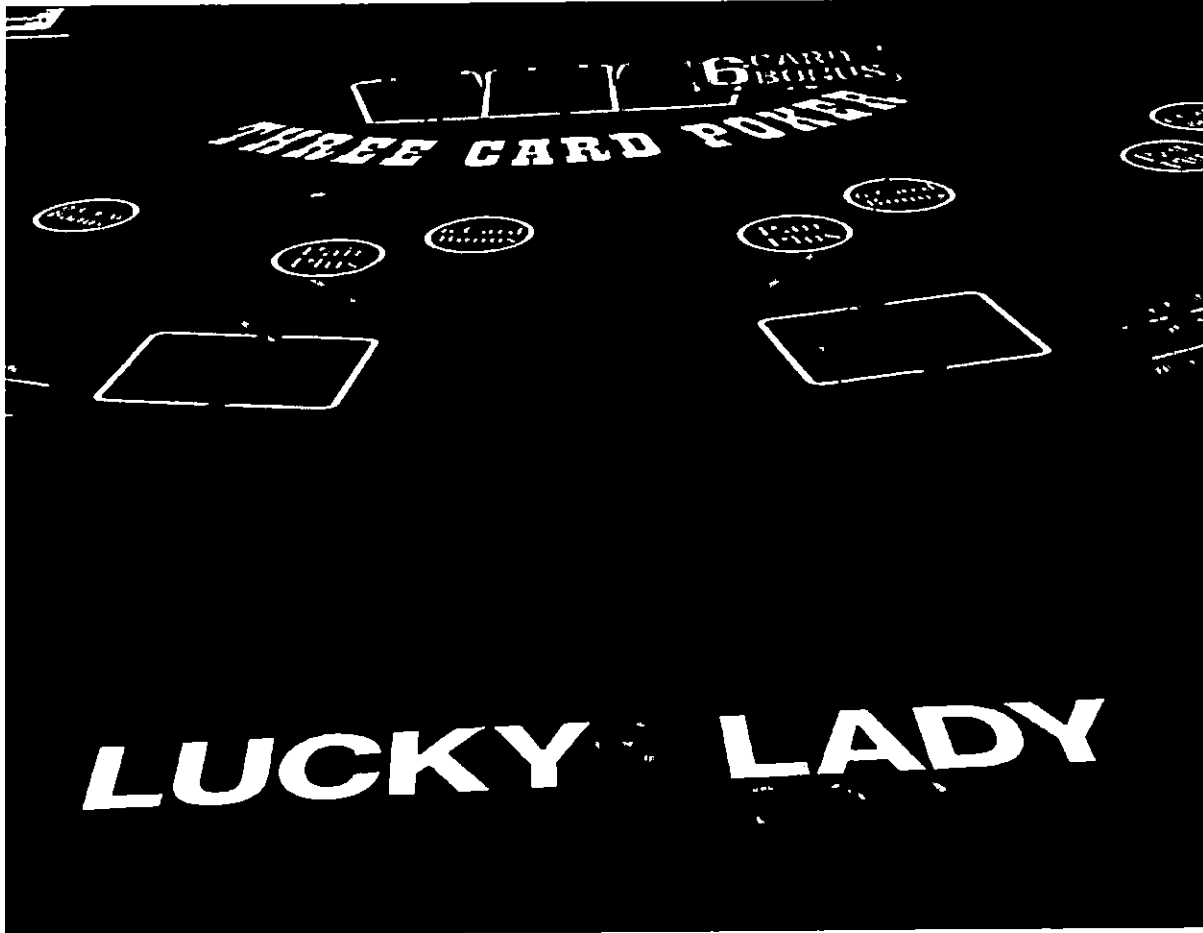
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JUL 31 2019

Table Layout

**Bureau of Gambling
Control**



Collection Rates Schedule

For wagering limits and collection rates for the game of Three Card Poker, please refer to the California Games Collection Rates (GEGR-001814).

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

TEMPORARY AUTHORIZATION

Effective Date: 07/31/2019
Expiration Date: 07/31/2021

BGC ID: GEGR-001803

RE: Three Card Poker 6 Card Bonus Temporary Approval

Dear Keith Sharp:

The Bureau of Gambling Control (Bureau) has reviewed Larry Flynt's Lucky Lady Casino's request to offer the game of Three Card Poker 6 Card Bonus for play. This letter is to inform you that the Bureau is granting temporary authorization for the dates provided above.

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

The Bureau reserves the right to: (1) review the lawfulness of the game of Three Card Poker 6 Card Bonus; (2) notify all law enforcement agencies and gambling establishments if further review determines the game of Three Card Poker 6 Card Bonus to be unlawful; (3) require gambling establishments to cease and desist offering the game of Three Card Poker 6 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.

Larry Flynt's Lucky Lady Casino shall play the game of Three Card Poker 6 Card Bonus in accordance with the Bureau approved temporary rules, as enclosed.

Although the Bureau has temporarily approved the game of Three Card Poker 6 Card Bonus, it is the sole responsibility of Larry Flynt's Lucky Lady Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approval that may be required by the local jurisdiction before the game of Three Card Poker 6 Card Bonus is offered for play. Larry Flynt's Lucky Lady Casino shall be fully responsible for ensuring that any approval required by local law enforcement is obtained prior to offering the game of Three Card Poker 6 Card Bonus for play.

Larry Flynt's Lucky Lady Casino
Three Card Poker 6 Card Bonus
Page 2 of 2

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Meredith". The signature is fluid and cursive, with a large initial "A" and a stylized "M".

ANDREW MEREDITH, Manager
Game Review Unit

For XAVIER BECERRA
Attorney General

Enclosure

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



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Type of Game

The game of Three Card Poker 6 Card Bonus is a California game and utilizes a player-dealer position. 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. The gambling enterprise does not participate in the actual play of the game and has no interest in the outcome of the play.

Bureau of Gambling Control

Object of the Game

The object of the game is for a player to assemble a three-card hand that beats the player-dealer's three-card hand.

Description of the Deck and Number of Decks Used

Shuffling Machine: Cards used to play Three Card Poker 6 Card Bonus shall be dealt from a single deck automatic card shuffling device ('shuffler') or manually by hand.

Physical Characteristics: Cards used to play Three Card Poker 6 Card Bonus shall be in standard decks of 52 cards. No jokers shall be utilized.

Number of Decks: Cards used to play Three Card Poker 6 Card Bonus 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 will be a different color;
- One deck will be shuffled by the 'shuffler' while the other deck is being dealt or used to play the game;
- Both decks will be continuously alternated in and out of play, with each deck being used for every other round of play; and
- 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 Three Card Poker 6 Card Bonus when forming a three-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. The ace would be considered low any time the ace begins a Straight or a Straight Flush.

Three Card Poker 6 Card Bonus Hand Rankings

3-Card Hand Dealt	Hand Ranking
Mini Royal Flush	A hand comprised of an ace, king, and queen of the same suit.
Straight Flush	A hand comprised of three cards of the same suit in consecutive ranking. King, queen and jack is the highest ranked Straight Flush and 3, 2 and ace is the lowest ranked Straight Flush.
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.
Straight	A hand comprised of three cards in consecutive ranking, but are not the same suit. Ace, king, and queen is the highest ranked Straight and 3, 2, and ace is the lowest ranked Straight.
Flush	A hand comprised of three cards of the same suit, but are not in consecutive ranking. An ace, king, and jack is the highest ranked Flush and a 5, 3, and 2 is the lowest ranked Flush.

THREE CARD POKER 6 CARD BONUS

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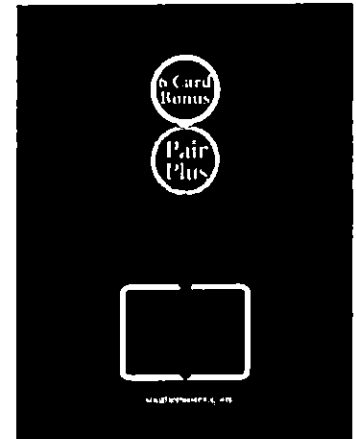
One Pair	A hand comprised of two cards of the same rank. Two aces is the highest ranked Pair and two 2s is the lowest ranked Pair.
High Card	A hand comprised of three cards that do not make any of the hands listed above. An ace, king, and jack is the highest ranked High Card hand and 5, 3, and 2 is the lowest ranked High Card hand.

Description of Table Used and Total Number of Seated Positions

Three Card Poker 6 Card Bonus shall be played on a standard blackjack style table having seven places on one side of the table for six players and a player-dealer, and a place for the house dealer on the opposite side. Each Three Card Poker 6 Card Bonus table shall have a drop box attached to it.

The wagering areas shall be designated as follows:

- For the Ante wager, the word "Ante";
- For the Play wager, the word "Play";
- For the Pair Plus Bonus Bet, the word(s) "Bonus" or "Pair Plus."
- For the 6 Card Bonus Bet, the words "6 Card Bonus."



Dealing Procedures and Round of Play

All wagers in Three Card Poker 6 Card Bonus shall be made by placing gaming chips on the appropriate betting areas of the table layout keeping in mind the table minimum and maximum wagering limits.

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 shall be required to place an Ante wager. Each player will have the option to place a Play wager, after inspecting their hand, which must be equal to the Ante wager.
4. Each player who has placed the Ante wager required above, shall also have the option to make an additional Pair Plus Bonus Bet and a 6 Card Bonus Bet.
 - a. The Pair Plus Bonus Bet awards a bonus payout to the player(s) who receives a poker hand consisting of certain hand combinations as listed in the Pair Plus Bonus Bet Payout Table.
5. The 6 Card Bonus Bet considers the three cards dealt to the player's hand and the three cards dealt to the player-dealer's hand. A player then uses any of those six cards, regardless of the number of cards used from their hand or the player-dealer's hand, to make the best possible five card poker hand. If the player's hand qualifies for a payout, the player is paid by the player-dealer according to the posted pay table.
6. The house dealer shall wait for each player to place their Ante wager as well as any bonus bets. After each player has placed their wager(s), the house dealer will announce, "no more bets." No Ante, Pair Plus, or 6 Card Bonus Bets shall be made, increased, or withdrawn after the house dealer has announced "no more bets."
7. The settling of wagers starts to the player-dealer's left and continues clockwise. Also the order of settling wagers is Pairs Plus Bonus Bet, Ante wager, Play wager and then the 6 Card Bonus Bet.

THREE CARD POKER

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8. After all wagers have been placed, the house dealer shall shuffle the cards by use of a shuffle machine so the cards are randomly intermixed. Upon completion of the shuffle the device shall dispense cards in stacks of three.
9. After the stacks have been delivered to each player, face-down, the player-dealer's bottom card will be turned face-up. The house dealer shall unload the remaining cards in the shuffler and place them into the discard rack without exposing the cards.
10. After the dealing procedures above have been completed, each player shall examine his/her cards.
11. Each player who wagers in Three Card Poker 6 Card Bonus is responsible for his/her 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 his/her three cards in full view of the house dealer at all times.
12. After examination of the cards, each player shall have the option to either make a Play wager in an amount **equal** to the player's Ante wager or forfeit the Ante wager and end his/her participation in the round of play. 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.
 - a. If a player has placed a Pair Plus Bonus Bet, but does not make a Play wager, the player shall forfeit the wager, as well as the Ante wager.
 - b. If a player has placed a 6 Card Bonus Bet, the 6 Card Bonus Bet is still active.
13. After each player has either placed a wager on the table in the Play wager area or forfeited his/her wager and hand, the house dealer shall collect all forfeited wagers and associated cards, placing them in the discard rack except for players who have placed a 6 Card Bonus Bet. The house dealer will place the player's cards under the 6 Card Bonus Bet.
14. The house dealer shall then reveal the remaining player-dealer's cards and place the cards so as to form the highest possible ranking hand. The player-dealer must qualify to play with a **minimum of queen-high**.

How Winners are Determined and Paid

1. If the player-dealer's hand does not have a minimum of a queen-high, the **player-dealer does not qualify**.
 - a. The Play wager receives no action. The house dealer shall immediately refund these wagers to players.
 - b. The Ante wager receives action. If the player did not fold and their hand ranks higher than the player-dealer's hand, the player shall be paid even money. If the player-dealer's hand ranks higher than the player's hand, the Ante wager shall be a push and be returned to the player.
2. If the player-dealer's hand has a queen or better, the **player-dealer's hand qualifies**.
 - a. The house dealer shall immediately stack each player's Play bet atop the Ante.
 - b. The house dealer shall then reveal the three card hand of each active player, starting with the player to the left of the player-dealer position or the player with the action button.
 - i. The Action Button is placed to the first active position to the right of the player-dealer position.
 - c. If the player's hand beats the player-dealer's hand, the player wins even money on the Ante and the Play wagers.
 - d. If the player-dealer's hand beats the player's hand, the player loses both the Ante and the Play wagers.



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- e. If the player's hand and the player-dealer's hand are equal in rank and value, the player's hand is considered a tie (push) and the Ante and Play wagers shall push and be returned to the player.
3. All cards collected by the house dealer shall be picked up in order and placed in the discard rack in such a way they can be readily arranged to reconstruct each hand in the event of a question or dispute.
4. Player-dealers are never required to cover all opposing players' wagers. Payoffs of wagers are limited to the amount of the player-dealer wager. The house shall not participate as the player-dealer. The house shall not take a percentage of wagers placed in the game. There is no maximum on the player-dealer's wager.

Bonus Bets

Pair Plus Bonus Bet

The Pair Plus Bonus Bet is an optional bonus bet for the Three Card Poker 6 Card Bonus. The rules are as follows:

- A player shall only place a Pair Plus Bonus Bet if they have also placed an Ante wager prior to the initial deal.
- Pair Plus Bonus Bets must be placed prior to the initial deal.
- Pair Plus Bonus Bets only consider the three cards each player is dealt.
- If the player's hand qualifies for payouts, the player is paid by the player-dealer according to the posted pay table below.
- If the player's hand does not qualify for payouts, the player-dealer collects the Pair Plus Bonus Bet.
- The player-dealer will pay all winning Pair Plus Bonus Bets and will collect all losing Pair Plus Bonus Bets.
- The Pair Plus Bonus Bet may win or lose regardless of the outcome of the base game wager. However, the Pair Plus Bonus Bet shall be forfeited if the player folds their hand and does not place a Play wager.
- Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer will be returned to the players.
- Winning Pair Plus Bonus Bets pay as follows:

Pair Plus Bonus Bet Payout	
3-Card Hand	Payout
Mini Royal Flush	200:1
Straight Flush	40:1
Three of a Kind	30:1
Straight	6:1
Flush	3:1
One Pair	1:1

6 Card Bonus Bet

The 6 Card Bonus Bet is an optional bonus bet for Three Card Poker 6 Card Bonus. The rules are as follows:

- A player shall only place a 6 Card Bonus Bonus Bet if they have also placed an Ante wager prior to the initial deal.
- 6 Card Bonus Bets must be placed prior to the initial deal.

THREE CARD POKER 6 CARD BONUS

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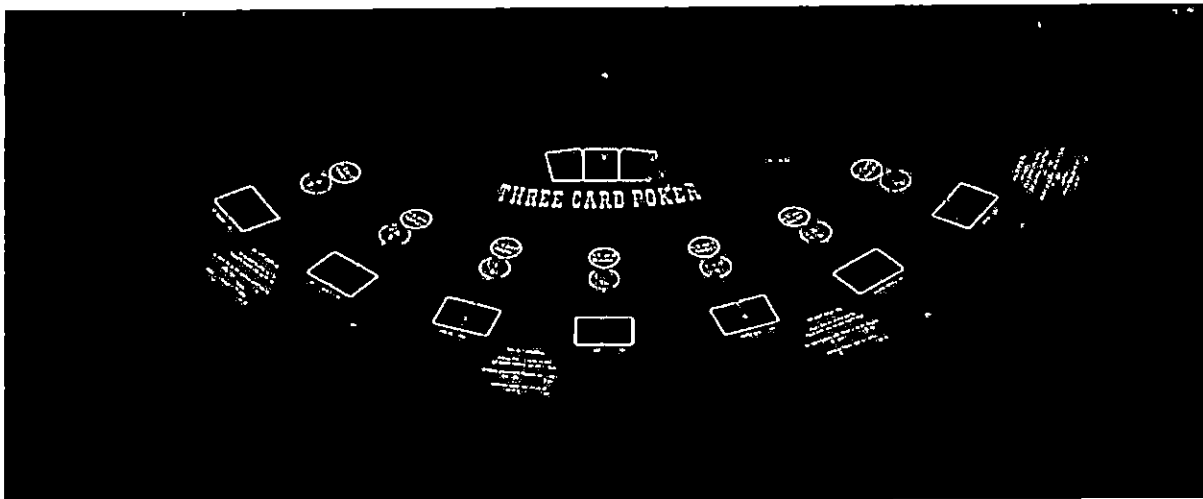
Bureau of Gambling Control

- 6 Card Bonus Bets consider the three cards dealt to the player's hand and the three cards dealt to the player-dealer's hand.
- A player then uses any of those six cards, regardless of the number of cards used from their hand or the player-dealer's hand, to make the best possible five card poker hand.
- If the player's hand qualifies for a payout, the player is paid by the player-dealer.
- If the player's hand does not qualify for payouts, the player-dealer collects the 6 Card Bonus Bet.
- The player-dealer will pay all winning 6 Card Bonus Bets and will collect all losing 6 Card Bonus Bets.
- The 6 Card Bonus Bet may win or lose regardless of the outcome of the Ante wager.
- The 6 Card Bonus Bet shall not be forfeited if the player folds their hand and does not place a Play wager.
- Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer will be returned to the players.
- Winning 6 Card Bonus Bet pay as follows:

6 Card Bonus Bet Payout Table

Hand	Payout
Royal Flush	1,000:1
Straight Flush	200:1
Four of a Kind	100:1
Full House	20:1
Flush	15:1
Straight	10:1
Three of a Kind	7:1

Table Layout



Collection Rates Schedule

For wagering limits and collection rates for the game of Three Card Poker 6 Card Bonus, please refer to the California Games Collection Rates (GEGR-001814).

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

TEMPORARY AUTHORIZATION

Effective Date: 07/31/2019
Expiration Date: 07/31/2021

BGC ID: GEGR-001802

RE: Ultimate Texas Hold'em Temporary Approval

Dear Keith Sharp:

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

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

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

Larry Flynt's Lucky Lady Casino shall play the game of Ultimate Texas Hold'em in accordance with the Bureau approved temporary rules, as enclosed.

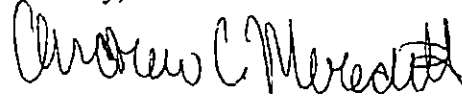
Although the Bureau has temporarily approved the game of Ultimate Texas Hold'em, it is the sole responsibility of Larry Flynt's Lucky Lady Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approval that may be required by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

Larry Flynt's Lucky Lady Casino
Ultimate Texas Hold'em
Page 2 of 2

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

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

Sincerely,

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

ANDREW MEREDITH, Manager
Game Review Unit

For XAVIER BECERRA
Attorney General

Enclosure

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

Ultimate Texas Hold'em

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Type of Game

The game of Ultimate Texas Hold'em is a California game and utilizes a player-dealer position. 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. 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 for each player to form a five-card hand that ranks higher than the player-dealer's five-card hand.

Players and the player-dealer each receive two cards. They combine them with five community cards to make their best five-card hand. Ultimate Texas Hold'em lets players bet aggressively. The earlier they bet, the more they can risk and win.

- If players bet pre-flop, they may bet three times or four times their Ante
- If they bet on the flop, they may bet two times their Ante.
- If they wait until the river, when all community cards are out, they may only bet the same amount as their Ante.

This game also features an optional Trips Bonus Bet. Players win the Trips Bonus Bet if their final five-card hand is three of a kind or better.

Description of the Deck and Number of Decks Used

1. **Physical Characteristics:** Cards shall be in standard decks of 52 cards.
2. **Number of Decks:** Cards shall be played with two alternating decks, each consisting of 52 cards with backs of the same design.
 - The backs of the cards of the two decks are of different color;
 - One deck will be shuffled by an automated card shuffling device while the other deck is being dealt or used to play the game;
 - Both decks will be continuously alternated in and out of play, with each deck being used for every other round of play; and
 - 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 the cards used in Ultimate Texas Hold'em, for the purpose of determining a winning 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. The ace would be considered low any time the ace begins a Straight or a Straight Flush.

The ranking of hands for Ultimate Texas Hold'em in order from the highest to the lowest rank, shall be:

Ultimate Texas Hold'em Hand Rankings

Hand Dealt	Hand Requirements
Royal Flush	A hand that consists of an ace, king, queen, jack and 10 of the same suit.

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Straight Flush	A hand that consists of five cards of the same suit in consecutive ranking. A king, queen, jack, 10 and 9 is the highest ranked Straight Flush and a 5, 4, 3, 2 and ace is the lowest ranked Straight Flush.
Four of a Kind	A hand that consists of four cards of the same rank. Four aces is the highest ranked Four of a Kind and four 2s is the lowest ranked Four of a Kind.
Full House	A hand that consists of a Three of a Kind and a Pair. Three aces and two kings is the highest ranked Full House and three 2s and two 3s is the lowest ranked Full House.
Flush	A hand that consists 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 that consists 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 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.
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 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.

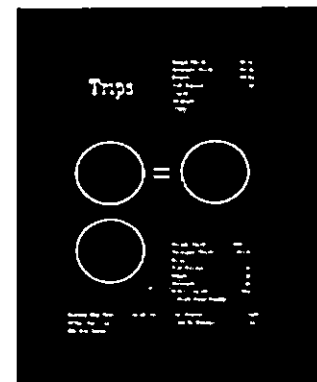
Description of Table Used and Total Number of Seated Positions

Ultimate Texas Hold'em shall be played on a table having five places on one side for the players and the player-dealer and a place for the house dealer on the opposite side of the table. Each Ultimate Texas Hold'em table shall have a drop box attached to it.

The cloth layout covering the table shall bear an inscription to the effect that the "Player-Dealer Only Plays With a Pair or Higher."

The wagering areas shall be designated as follows:

- For Ante wagers, the word "Ante";
- For Blind wagers, the word "Blind";
- For Trips Bonus Bet, the word "Trips"; and
- For Play wagers, the word "Play."



Dealing Procedures and Round of Play

All wagers at Ultimate Texas Hold'em shall be made by placing gaming chips on the appropriate betting areas of the table layout, keeping in mind the table minimum and maximum wagering limits.



1. Third Party Providers of Proposition Player Services, as defined in Section 19024 of the California Business and Professions Code, are permitted to play. **Department of Gambling Control**
2. Backline betting is not permitted on any wager.
3. Before the first card is dealt in a round, each player shall make either:
 - a. An equal wager in the Ante and Blind circles; or
 - b. An equal wager in the Ante and Blind circles and a Trips Bonus Bet.
4. Immediately before the start of each round of play and after all Ante and Blind wagers, and any Trips Bonus Bets have been made, the house dealer shall:
 - a. Call "No more bets," no bets shall be made, increased, or withdrawn after the dealer has announced, and then;
 - b. Starting on their left and continuing clockwise around the table, deal the cards.
5. All cards shall be dealt face-down and no cards will be burned.
 - a. When a card shoe is used the cards shall be dealt as follows:
 - i. One card is dealt to each wagering area containing an Ante and Blind wagers and then one card to the player-dealer; followed by
 - ii. A further card is dealt to each such wagering area and the player-dealer, so each player and the player-dealer have two cards each; followed by
 - iii. Five community cards are dealt face-down in the center of the table.
 - b. When an automatic shuffler is used the cards shall be dealt as follows:
 - i. Two cards are dealt to each wagering area containing an Ante and Blind wagers; followed by
 - ii. Two cards are dealt to the player-dealer; followed by
 - iii. Five community cards are dealt face-down in the center of the table.
6. After the cards have been dealt and delivered to each player and the player-dealer, the dealer shall unload the remaining cards in the shuffler and place them into the discard rack without exposing the cards.
 - a. When handling the cards, players shall at all times ensure that the cards remain on or above the area of the table.
 - b. The cards must not be removed from the table.
7. After the dealing procedures above have been completed, each player shall examine their cards and decide whether to check (do not place a wager) or to make a Play wager three or four times the value of their Ante wager. Once a player bets, they cannot bet again and cannot change the bet.
8. When the players have made their wagers (if any), the house dealer shall proceed to turn over the first three community cards, known as the flop.
9. Players who have not already made a Play wager may decide to either check again or make a Play wager two times the value of their Ante wager.
10. The house dealer shall proceed to turn over the remaining two community cards (the turn and the river).
11. When all five community cards are revealed, players who have not yet made a Play wager can either fold or make a Play wager equal to the value of their Ante wager.
12. A player who decides to fold shall place their cards face-down on the table. The house dealer shall then, in relation to each player who has folded:
 - a. Collect the Ante and Blind wagers, any Trips Bonus Bet (if the hand is not a three of a kind or better) on behalf of the player-dealer;
 - b. Take the player's cards and individually spread out the cards, face-down, and count them; and
 - c. Place the cards in the discard rack.
13. For the remaining players, the house dealer will then turn over the player-dealer's two cards.



14. Each player and the player-dealer's two cards will be combined with three of the five community cards to make the best five-card poker hand.
15. The action on payouts will always begin with the player to the left of the player-dealer position and continue clockwise.
16. All wagers shall be settled from seat to seat in the following order: Ante, Play, Blind wagers and then the Trip Bonus Bet.
17. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the respective players.

How Winners are Determined and Paid

Once the hands have been completed, according to the guidelines above, the player's wagers are settled. The following shall apply when determining whether the player wins, loses or pushes.

The player-dealer does not qualify when the player-dealer does **not** have a Pair or higher, the house dealer reconciles the hands of those players who remain in the game in the following way:

NOTE: *Ultimate Texas Hold'em handles qualifying differently than other games when the dealer does not qualify, it is not an automatic win for the player*

- Starting with the player on the player-dealer's left, the house dealer shall:
 - Expose each player's cards, signal a push for the Ante and return the Ante wager to each player that did not fold;
 - Resolve the Play, Blind, and Trips Bonus Bets normally (see below "The player-dealer qualifies"); and
 - Collect, count and place the player's cards in the discard holder.

The player-dealer qualifies when the player-dealer's hand has a Pair or higher, the house dealer reconciles the hands of those players who remain in the game in the following way:

1. Starting with the player to the left of the player-dealer, the house dealer will:
 - a. Bring the player's cards into the "work area" between the player-dealer's hand and the Trips Bonus Bet area and reveal the player's cards;
 - b. Determine the player's best five-card poker hand utilizing any of the seven cards available (player's two hole cards and five community cards);
 - c. Compare the player's hand with the player-dealer; and announce the value of the player's hand and whether it wins or loses.
2. A player's hand shall:
 - a. Win if it has a higher poker rank than the player-dealer's hand;
 - b. Lose if it has a lower poker rank than the player-dealer's hand;
 - c. Constitute a push if it has a poker value equal to the player-dealer's hand.
 - d. If a player wins with less than a straight, the Blind bet pushes.
3. If a player's hand loses, the house dealer shall:
 - a. Collect on behalf of the player-dealer, in order, the Play, Ante and Blind wagers;
 - b. Determine whether the Trips Bonus Bet qualifies and pay accordingly on behalf of the player-dealer or collect the wager on behalf of the player-dealer; and
 - c. Collect, count and place the player's cards in the discard holder.
4. If a player's hand wins, the house dealer shall on behalf of the player-dealer:



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- a. Pay the Ante and Play wagers on the hand on behalf of the player-dealer and shall be paid 1 to 1;
- b. Pay the Blind wager if the hand is a straight or better on behalf of the player-dealer, see payable;
- c. Determine whether the Trips Bonus Bet qualifies and pay accordingly on behalf of the player-dealer, see payable; and
- d. Collect, count and place the player's cards in the discard holder.
5. If a player's hand constitutes a push, the house dealer shall:
 - a. Pay the Trips Bonus Bet if the hand is a three-of-a-kind or better or collect for the player-dealer if the hand is not a three of a kind;
 - b. Pay the Blind if the hand is a straight or better or collect for the player-dealer if the hand is not a straight;
 - c. Ante is a push and returned to the player; and
 - d. Collect, count and place the player's cards in the discard holder.
6. Winning Ante and Play wagers shall be paid 1 to 1.
7. Winning Blind wager and Trips Bonus Bet shall be paid in accordance with the approved pay table for the cardroom (see table below).
8. Where a player has made a Trips Bonus Bet at the beginning of the round and has received a three of a kind or higher, the house dealer shall leave the particular cards face-up on the table and those cards shall not be collected or discarded until the payout on the hand has been made.
9. If the player receives a three of a kind or higher, the Trips Bonus Bet payouts are made regardless of whether the hand wins, loses, or pushes. (NOTE: If the player has a three of a kind or better, the Trips Bonus Bet always wins – even if the player folds.)
10. See below for Blind and Trips Bonus Bet payouts.

Ultimate Texas Hold'em Blind Payout Table

Hand	Payout
Royal Flush	500 to 1
Straight Flush	50 to 1
Four of a Kind	10 to 1
Full House	3 to 1
Flush	3 to 2
Straight	1 to 1

Bonus Bet**Trips Bonus Bet**

- The Trips Bonus Bet is an optional bet for the game of Ultimate Texas Hold'em.
- The object of the Trips Bonus Bet is to attain a hand with a three of a kind or better, using the player's two cards and the five community cards.
- The Trips Bonus Bet must be placed prior to the initial deal.
- See the collection rate schedule for restrictions on the amount that may be wagered and any collection fees taken on the Trips Bonus Bet.
- If the player's hand qualifies for a payout, the player is paid by the player-dealer, according to the table selected by the cardroom, as noted above.
- If the player's hand does not qualify for a Trips Bonus Bet payout, the player-dealer collects the Trips Bonus Bet.
- The Trips Bonus Bet may win or lose regardless of the outcome of the base game wager.

Ultimate Texas Hold'em



JUL 31 2019

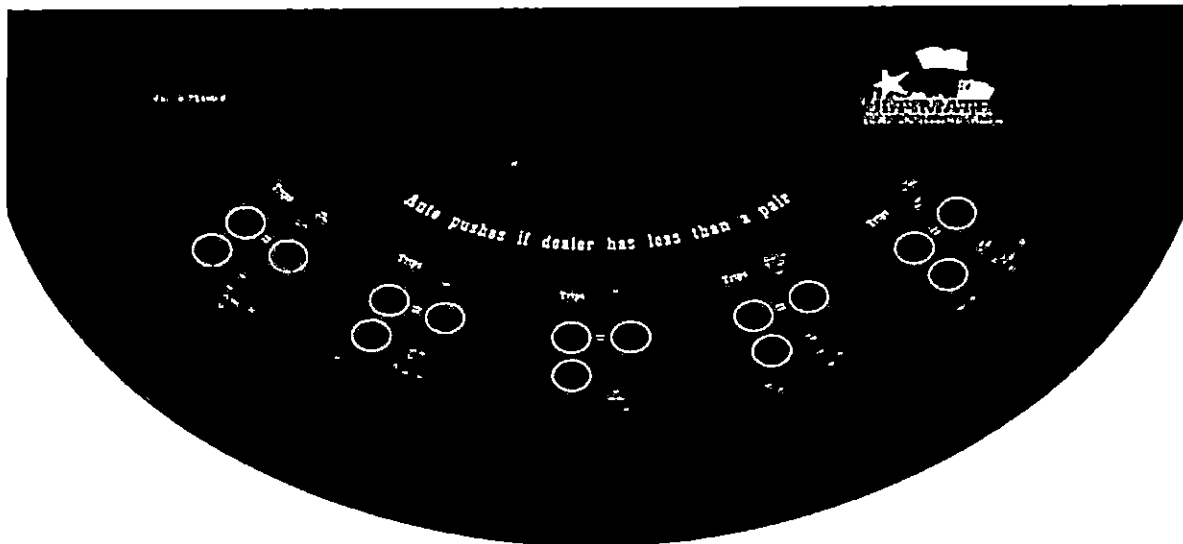
- Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer will be returned to the players.

Bureau of Gambling Control

Ultimate Texas Hold'em Trips Payout Table

Hand	Payout
Royal Flush	50 to 1
Straight Flush	40 to 1
Four of a Kind	30 to 1
Full House	8 to 1
Flush	6 to 1
Straight	5 to 1
Three of a Kind	3 to 1

Table Layout



Collection Rates Schedule

For wagering limits and collection rates for the game of Ultimate Texas Hold'em, please refer to the California Games Collection Rates (GEGR-001814).

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

TEMPORARY AUTHORIZATION

Effective Date: 07/31/2019

Expiration Date: 07/31/2021

BGC ID: GEGR-001905

RE: ZooBac Temporary Approval

Dear Keith Sharp:

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

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

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

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

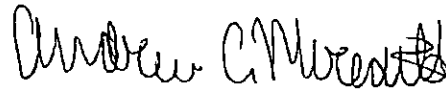
Although the Bureau has temporarily approved the game of ZooBac, it is the sole responsibility of Larry Flynt's Lucky Lady Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approval that may be required by the local jurisdiction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

Larry Flynt's Lucky Lady Casino
ZooBac
Page 2 of 2

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Meredith". The signature is fluid and cursive, with a stylized "A" and "M".

ANDREW MEREDITH, Manager
Game Review Unit

For XAVIER BECERRA
Attorney General

Enclosure

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



JUL 31 2019

Type of Game

The game of ZooBac is a California game and utilizes a player-dealer position. 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. The gambling enterprise does not participate in the actual play of the game and has no interest in the outcome of the play.

**Bureau of Gambling
Control**

Object of the Game

The object of the game is to place a bet on the hand, either player or banker, that will have an accumulated point value closer to nine than the other hand.

Description of the Deck and Number of Decks Used

The game is played using a standard 52-card deck and no jokers. Cards will be dealt using a multiple deck shoe. Eight decks shall be used during the play of the game. The cards can be shuffled by hand or with an automatic card shuffling device (shuffler).

Card Values and Hand Rankings

The value of each card used in ZooBac, shall be as follows: aces have a value of one, picture cards have a value of zero, and all other cards have their face value. When the total numerical value of the cards equals ten or more, only the right-hand digit (numeric count) is considered. The ranking of hands for ZooBac, in order from highest to lowest rank, shall be:

ZooBac Hand Ranking

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

Description of Table Used and Total Number of Seated Positions

The game shall be played on either a standard sized table that accommodates up to seven players and a player-dealer position for a total of eight seated positions.

- Within each betting area for each seated player, there shall be seven separate betting spaces specifically designated for seven separate wagers; the Player line, the Banker line, the Tie Bet, Rabbit Bonus Bet, Tiger Bonus Bet, Monkey Bonus Bet, and the Zoo 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.
- Backline betting is allowed on the base game wager, the Tie Bet, the Rabbit Bonus Bet, the Tiger Bonus Bet, the Monkey Bonus Bet, and the Zoo Bonus Bet. The wagers are placed side by side in the same designated betting spaces as the seated placers. Each seated player and backline bettor is responsible for his/her wager.

**Dealing Procedures and Round of Play**

At the start of a game a player is offered the player-dealer position. Once the player-dealer position is accepted, the house dealer shall wait for each player to make their wager in accordance with the table limits.

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. Each player has the following options when placing their wager(s):
 - a. The Player line which pays 1 to 1;
 - b. The Banker line which pays 1 to 1;
 - c. The Tie Bet, which pays 9 to 1;
 - d. The Rabbit Bonus Bet, which pays 25 to 1, with a chance to pay 75 to 1;
 - e. The Tiger Bonus Bet, which pays 25 to 1, with a chance to pay 75 to 1;
 - f. The Monkey Bonus Bet, which pays 150 to 1;
 - g. The Zoo Bonus Bet, which pays between 10 to 1 and 30 to 1.
3. Once all wagers are placed, the house dealer deals one card to the right and one card to the left, one by one in rotation, until each hand has a total of two cards each.
 - a. All cards are dealt face-up.
 - b. The hand to the left of the house dealer is a community hand that belongs to those who placed a bet on the Banker line.
 - c. The hand to the right of the house dealer is a community hand that belongs to those who placed a bet on the Player line.
 - d. The player's hand is resolved first and then the banker's hand is resolved.
 - e. The hand that is closest to nine wins.
4. After the house dealer delivers the first two cards to both the Player line and Banker line, the following Baccarat rules are followed:
 - a. The player's hand must stand when the hand is valued at 6 through 9, and must hit when the hand is valued at 5 or less.
 - b. If the player's hand stands, then the dealer hand hits on a total of 5 or less.
 - c. If the player's hand hits for a complete hand then the banker's hand hits using the following rules:
 - i. If the banker's hand total is 3, then the banker's hand is dealt a third card unless the third card dealt to the player's hand was an 8.
 - ii. If the banker's hand total is 4, then the banker's hand is dealt a third card unless the third card dealt to the player's hand was a 0, 1, 8, or 9.
 - iii. If the banker's hand total is 5, then the banker's hand is dealt a third card if the third card dealt to the player's hand was 4, 5, 6, or 7.
 - iv. If the banker's hand total is 6, then the banker's hand is dealt a third card if the third card dealt to the player's hand was a 6 or 7.
5. The following chart shows when the banker hits (H) or stands (S) according to the rules above:



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

6. The house dealer must use the "house way" when a player requests the house dealer to play an additional wager.
 - a. House way hands shall be set as follows: player hand hits on five or below and stands on six or more.

How Winners are Determined and Paid

Once both hands have been completed, according to the guidelines above, the player's wagers are settled. The action on payouts shall begin with the player to the left of the player-dealer position and continue clockwise. All wagers shall be settled from seat to seat in the following order: all Player line wagers, all Banker line wagers, all Tie Bets, all Rabbit Bonus Bets, all Tiger Bonus Bets, all Monkey Bonus Bets, and all Zoo Bets. 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 following shall apply for each possible outcome when determining the winner. The player-dealer shall pay and collect all wagers accordingly:

- The player-dealer shall pay all winning Player line wagers made by players when the player hand is closer to nine than the banker hand.
- The player-dealer shall pay all winning Banker line wagers made by players when the banker hand is closer to nine than the player hand.
- The player-dealer shall collect all losing Player line wagers made by players when the banker hand is closer to nine than the player hand.
- The player-dealer shall collect all losing Banker line wagers made by players when the player hand is closer to nine than the banker hand.

Bonus Bets

Tie Bet

For each seated position, there shall be one separate and specifically designated area for the placement of a Tie Bet. A player may place a Tie Bet even if he/she has not also placed either a Player line wager or a Banker line wager prior to the initial deal. The Tie Bet takes into account the total value of the player's hand and the total value of the banker's hand, regardless of the number of cards each hand has, at the completion of the round. Each hand must be played according to the guidelines above. In the event that the player's hand and the banker's hand are of the same value (tie), the Tie Bet shall win. In the event that the player's hand and the banker's hand are not of the same value, the player-dealer shall win the Tie Bet.

- The player-dealer shall pay all winning Tie Bets when the total of the player's hand and the total of the banker's hand are equal.



- The player-dealer shall collect all losing Tie Bets when the total of the player's hand and the total of the banker's hand are not equal.
- Backline betting is permitted on the Tie Bet.
- See the collection rate schedule for restrictions on the amount that may be wagered on the Tie Bet and any collection fees that may be taken.
- All winning Tie Bets shall be paid 9 to 1.
- Wagers 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 players.

Rabbit Bonus Bet

For each seated position, there shall be one separate and specifically designated area for the placement of a Rabbit Bonus Bet. A player may place a Rabbit Bonus Bet even if they have not placed a wager on either the Player line or on the Banker line prior to the initial deal. If the player hand has a point value of seven using three cards, the bet shall win. If a Rabbit Bonus Bet wins and the banker hand totals zero, the payout shall be tripled. The Rabbit Bonus Bet shall lose on all other outcomes.

- Backline betting is permitted on the Rabbit Bonus Bet.
- See the collection rate schedule for restrictions on the amount that may be wagered on the Rabbit Bonus Bet and any collection fees that may be taken.
- All winning Rabbit Bonus Bets shall be paid 25 to 1.
- If a Rabbit Bonus Bet win and the banker hand totals zero, the payout shall be 75 to 1.
- The player-dealer shall pay all winning Rabbit Bonus Bets and shall collect all losing Rabbit 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.

Tiger Bonus Bet

For each seated position, there shall be one separate and specifically designated area for the placement of a Tiger Bonus Bet. A player may place a Tiger Bonus Bet even if they have not placed a wager on either the Player line or on the Banker line prior to the initial deal. If the banker hand has a point value of eight using three cards, the bet shall win. If a Tiger Bonus Bet wins and the player hand totals zero, the payout shall be tripled. The Tiger Bonus Bet shall lose on all other outcomes.

- Backline betting is permitted on the Tiger Bonus Bet.
- See the collection rate schedule for restrictions on the amount that may be wagered on the Tiger Bonus Bet and any collection fees that may be taken.
- All winning Tiger Bonus Bets shall be paid 25 to 1.
- If a Tiger Bonus Bet win and the player hand totals zero, the payout shall be 75 to 1.
- The player-dealer shall pay all winning Panda 8 Bonus Bets and shall collect all losing Tiger 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.

**Monkey Bonus Bet****Bureau of Gambling**

For each seated position, there shall be one separate and specifically designated area for the placement of a Monkey Bonus Bet. A player may place a Monkey Bonus Bet even if they have not placed a wager on either the Player line or on the Banker line prior to the initial deal. If both the banker hand and player hand have a point value of zero, the bet shall win. The Monkey Bonus Bet shall lose on all other outcomes.

- Backline betting is permitted on the Tiger Bonus Bet.
- See the collection rate schedule for restrictions on the amount that may be wagered on the Monkey Bonus Bet and any collection fees that may be taken.
- All winning Monkey Bonus Bets shall be paid 150 to 1.
- The player-dealer shall pay all winning Monkey Bonus Bets and shall collect all losing Monkey 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.

Zoo Bonus Bet

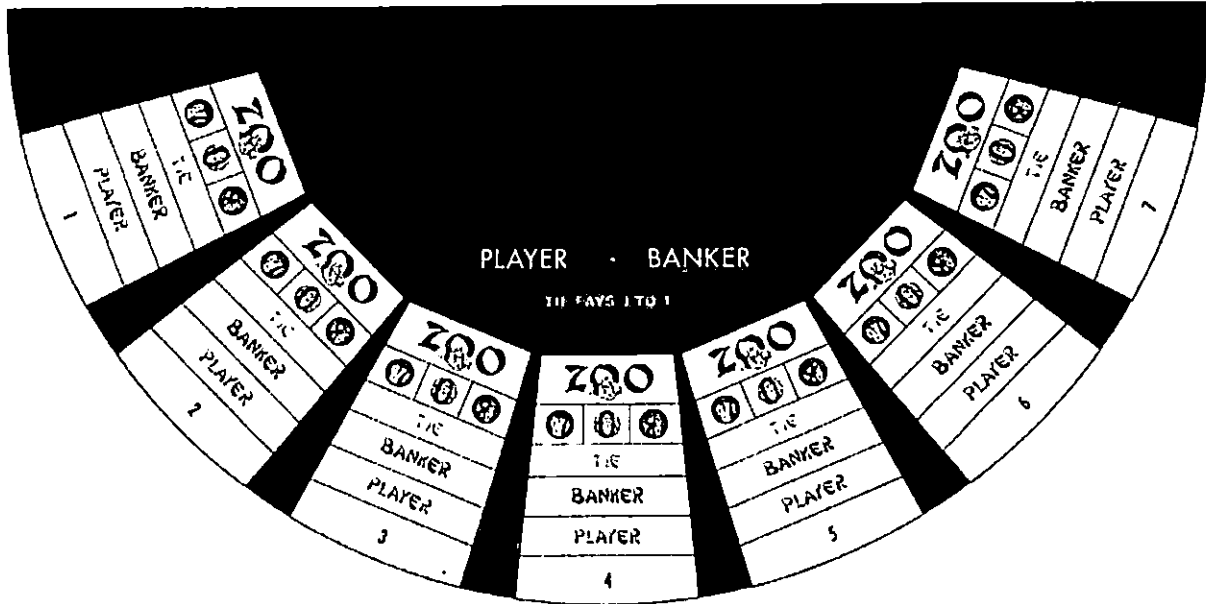
For each seated position, there shall be one separate and specifically designated area for the placement of a Zoo Bonus Bet. A player may place a Zoo Bonus Bet even if they have not placed a wager on either the Player line or on the Banker line prior to the initial deal. A Zoo Bonus Bet is a combination wager that wins if any one of the Rabbit Bonus Bets, Tiger Bonus Bets, or Monkey Bonus Bets wins. The payout varies depending on which bonus bets wins.

- If the Rabbit Bonus Bet wins, the Zoo Bonus Bet payout is 10 to 1. If the Rabbit Bonus Bet wins and the banker hand totals zero, the Zoo Bonus Bet payout is tripled to 30 to 1.
- If the Tiger Bonus Bet wins, the Zoo Bonus Bet payout is 10 to 1. If the Tiger Bonus Bet wins and the player hand totals zero, the Zoo Bonus Bet payout is tripled to 30 to 1.
- If the Monkey Bonus Bet wins, the Zoo Bonus Bet payout is 30 to 1.
- The player-dealer shall pay all winning Zoo Bonus Bets and shall collect all losing Monkey 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.



Table Layout

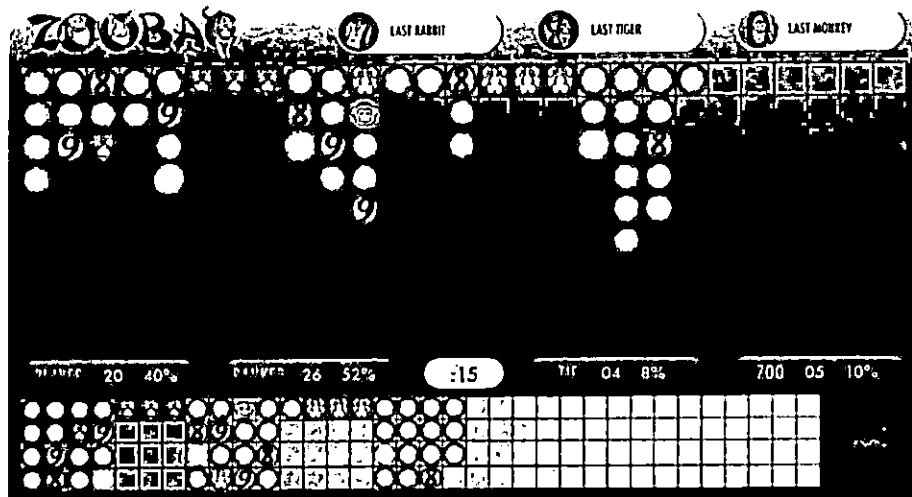
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Control



Equipment Used

ZooBac may also have one or more of the following additional pieces of equipment:

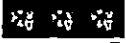
- a) An electronic scoreboard which will show the results of previous hands from a given shoe. It may also have a game clock which will give players a set amount of time to place their wagers. It may also display statistical results based on previous hands. A graphic representation of a potential scoreboard is shown below.



- b) An entry pad which the House Dealer will use to enter the result of a given hand, which will then be displayed on the electronic scoreboard.



- c) A payout screen which will be a fixed display showing the various payouts for the different possible wager results. A graphic representation of a potential payout screen is shown below.

RABBIT PAYS		Winning Three-Card Player Seven	25-1
		Three-Card Player Seven vs. Banker Zero	75-1
TIGER PAYS		Winning Three-Card Banker Eight	25-1
		Three-Card Banker Eight vs. Player Zero	75-1
MONKEY PAYS		Zero to Zero tie	150-1
ZOO PAYS		Winning Three-Card Player Seven	10-1
		Three-Card Player Seven vs. Banker Zero	30-1
		Winning Three-Card Banker Eight	10-1
		Three-Card Banker Eight vs. Player Zero	30-1
		Zero to Zero tie	30-1

- d) A CPU unit which will be affixed under the table. It will enable the scoreboard and keypad to work together properly, and for the scoreboard and payout screen to display properly.

Collection Rate Schedule

For wagering limits and collection rates for the game of ZooBac, please refer to the California Games Collection Rates (GEGR-001814).



City of Gardena City Council Meeting

Agenda Item No. 5.D. (3)

Department: Consent Calendar

Meeting Date: August 27, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: APPROVE GTRANS' 2019 DISADVANTAGED BUSINESS ENTERPRISE
PROGRAM UPDATE

COUNCIL ACTION REQUIRED:

Approve Program

Action Taken

RECOMMENDATION AND STAFF SUMMARY:

The City of Gardena's GTrans recommends that Council approve the attached 2019 Disadvantaged Business Enterprise (DBE) Program Update for submittal to the Federal Transit Administration (FTA).

GTrans is required to develop and submit a Disadvantaged Business Enterprise program as a recipient awarding \$250,000 or more in Department of Transportation - funded contracts. Pursuant to regulations set forth under Title 49 CFR Part 26, GTrans' most recent DBE program document was originally submitted in September 2016 and concurred with by FTA in June 2019. At the time of its concurrence, FTA provided some suggestions to improve the program. The updates were primarily focused on a few clarifications of existing program elements, and updates to reflect current City staff. GTrans has updated the report to reflect those suggestions.

The DBE Program expresses GTrans' commitment to implementing the DBE program at GTrans and outlines the policies and procedures it will follow to implement, monitor and enforce the program. GTrans is also required to develop a DBE goal every three years. The Gardena City Council approved GTrans' FFY 2019-21 DBE Goal and Goal Computation Methodology for all FTA-assisted procurements (excluding buses and preventative maintenance). This goal (5.66%) applies only to anticipated federally-funded procurements (excluding buses and preventative maintenance) during the FFY 2019-2021.

Therefore, it is recommended that Council approve GTrans' 2019 Disadvantaged Business Enterprise Program update, as contained in Attachment A.

FINANCIAL IMPACT/COST:

There is no impact to the General Fund

ATTACHMENTS:

A. City of Gardena's GTrans Disadvantaged Business Enterprise Program 2019

Submitted by Ernie Crespo, Ernie Crespo, Transportation Director Date 8/21/19

Concurred by Edward Medrano, Edward Medrano, City Manager Date 8/21/19

CITY OF
GARDENA



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

August 2019

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CITY OF GARDENA'S GTRANS

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM POLICY

GTrans (GTrans) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U. S. Department of Transportation (DOT), 49 CFR Part 26. GTrans has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, GTrans has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of GTrans to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

- 1) To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- 2) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- 3) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- 4) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- 5) To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
- 6) To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Transportation Director has been delegated as the DBE Liaison Officer. In that capacity, the Transportation Director is responsible for implementing all aspects of the DBE Program. Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations incurred by GTrans in its financial assistance agreements with the Department of Transportation.

In addition, GTrans will distribute this statement to DBE and non-DBE communities and business organizations through posting on GTrans' website and solicitations.



Ernie Crespo
Transportation Director

8/20/19

Date

APPLICABILITY

The applicability of this Program is as follows:

Pursuant to 49 CFR Parts 26.3 and 26.21, GTrans, as a recipient of federal financial assistance from the Federal Transit Administration (FTA) of the U.S. Department of Transportation (DOT), is required to implement a DBE Program in accordance with 49 CFR Part 26. The Program outlined herein applies to all GTrans contracts that are funded, in whole or in part, by DOT federal financial assistance.

It is the policy of GTrans that no person will ever be excluded from participation in, denied the benefits of, or otherwise be discriminated against, in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In the administration of the DBE Program, GTrans will not directly, nor through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating, or substantially impairing, accomplishment of the objectives of this DBE Program with respect to individuals of a particular race, color, sex, or national origin.

Quotas will not be used in any way in the administration of this DBE Program.

DEFINITIONS

Any terms used in this Program that is defined in 49 CFR Sec. 26.5, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. Some of the more commonly used terms are defined below:

Disadvantaged Business Enterprise (DBE)

A DBE is a for-profit, small business concern: 1) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Small Business Concern

A small business concern is an existing small business, as defined by section 3 of the Small Business Act and the Small Business Administration regulations which implemented the Act (13 CFR Part 121), whose average annual gross receipts for the previous three years do not exceed \$16.6 million (or as adjusted for inflation by the Secretary of the DOT), pursuant to 49 CFR Sec. 26.65(b).

Socially and Economically Disadvantaged Individuals

There is a rebuttable assumption that an individual is both socially and economically disadvantaged if a citizen, or lawfully admitted permanent resident of the United States, is:

- 1) Black American (including persons having origins in any of the Black

racial groups of Africa);

- 2) Hispanic American (including persons of Central or South American, Cuban, Dominican, Mexican, Puerto Rican, or other Spanish or Portuguese culture or origin, regardless of race);
- 3) Native American (including persons who are Aleuts, American Indians, Eskimos, or Native Hawaiians);
- 4) Asian-Pacific American (including persons whose origins are from Brunel, Burma (Myanmar), Cambodia (Kampuchea), China, the Commonwealth of the Northern Marianas Islands, the Federated States of Micronesia, Fiji, Guam, Hong Kong, Indonesia, Japan, Juvalu, Kirbati, Korea, Laos, Macao, Malaysia, Nauru, the Philippines, Samoa, Taiwan, Thailand, Tonga, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), or Vietnam);
- 5) Subcontinent Asian American (including persons whose origins are from Bangladesh, Bhutan, India, the Maldives Islands, Nepal, Pakistan, or Sri Lanka);
- 6) Woman; or
- 7) A member of any additional group that is designated as socially and economically disadvantaged by the Small Business Administration.

Additionally, any individual can demonstrate, by a preponderance of evidence, that he/she is socially and economically disadvantaged on a case-by-case basis. GTrans will follow the guidelines in 49 CFR Part 26, Appendix E (see page 19) for determining social and economic disadvantage.

An individual cannot be presumed or determined on a case-by-case basis to be economically disadvantaged if he/she has a personal net worth exceeding \$750,000 (excluding the individual's ownership interests in the small business concern and his or her primary residence).

Race-Neutral

A procedure or program that is used to assist all small businesses. For the purpose of this Program, race-neutral includes gender neutrality.

Race-Conscious

A measure or program that is specifically focused on assisting only DBEs, including women-owned DBEs.

Personal Net Worth

The value of the assets of an individual remaining after total liabilities are deducted. An individual's personal net worth does not include: the individual's ownership interest in an applicant or participating DBE firm; or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her own share of community property with the individual's spouse.

DBE LIAISON OFFICER

The City of Gardena's Transportation Director has been designated as the DBE Liaison Officer (DBELO) for GTrans (Attachment A). In that capacity, the Transportation Director is responsible for implementing all aspects of the DBE Program and ensuring that GTrans complies with all provisions of 49 CFR Part 26. The Transportation Director has direct, independent access to the Gardena City Manager concerning DBE Program matters.

The DBELO has a professional administrative staff of two individuals who act as support personnel devoting a portion of their time to implementation of the DBE Program. The DBELO is responsible for developing, implementing and monitoring the DBE program in coordination with other appropriate City of Gardena staff, such as the Purchasing Officer, Finance Director and City Attorney. The duties and responsibilities of the DBELO and his professional support staff include the following:

- 1) Gathers and reports statistical data and other information as required by the US DOT.
- 2) Reviews third party contracts and purchase requisitions for compliance with the Program.
- 3) Sets overall annual goals.
- 4) Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
- 5) Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
- 6) Analyzes GTrans's progress toward goal attainment and identifies ways to improve progress.
- 7) Participates in pre-bid meetings.
- 8) Advises the City Manager and the City Council on DBE matters and achievement.
- 9) Participates with other appropriate City staff to determine contractor compliance with good faith efforts.
- 10) Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
- 11) Certifies DBEs according to the criteria set by the US DOT and acts as liaison to the Regional Certification Reciprocity Council of Southern California.
- 12) Provides outreach to DBEs and community organizations to advise them of opportunities.
- 13) Maintains and updates GTrans's directory of certified DBEs.
- 14) Coordinates project management staff in arranging bid information, solicitation and schedules to assure maximum opportunities for DBE participation.
- 15) Maintains the DBE Program including revisions and updates required by operational changes, the US DOT or amendments to 49 CFR Part 26.

REGIONAL CERTIFICATION RECIPROCITY COUNCIL (RCRC)

The DBE Liaison Officer represents GTrans as a member of the Regional Certification Reciprocity Council of Southern California (RCRC). GTrans will participate in RCRC programs, activities, and efforts in the Region to create a level playing field on which DBEs can compete fairly; to enhance outreach and communication efforts with these firms; to provide appropriate assistance and information for participation in DOT-assisted contracts; to develop joint resources among recipients; and to coordinate certification efforts through reciprocity and the development of a Unified Certification Program. Toward this end, the DBELO will attend scheduled RCRC meetings and will contribute, when appropriate, to the achievement of RCRC projects.

ADMINISTRATIVE REQUIREMENTS

DBE Program Updates

Since GTrans has received a grant of \$250,000 or more in FTA planning capital, and or operating assistance in a Federal Fiscal year, GTrans will continue to carry out this program until all funds from DOT financial assistance have been expended. GTrans will provide to DOT updates representing significant changes in the program.

DBE Financial Institutions

It is the policy of GTrans to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from the DBELO.

DBE Directory

GTrans, is part of the State of California, Department of Transportation, DBE Unified Certification Program. This program provides a comprehensive DBE Directory listing that we are able to query by location and NAIS category and make available to contractors and the public upon request. The directory includes the firm's name, address, telephone number, and types of work for which the firm is certified as a DBE. The DBE directory does not in any way pre-qualify the identified DBE firms with respect to licensing, bond ability, competence, or financial responsibility. The directory is currently maintained online and available upon request.

Over-Concentration

If the DBELO determines that DBE participation is so over-concentrated in certain types of work or contracting opportunities that it unduly burdens the participation of non-DBEs in that type of work, the DBELO will develop appropriate measures to address the over-concentration. The DBELO will seek approval from the FTA, and at that time, the measures will become part of this Program. Currently, GTrans is unaware of any types of work that have a burdensome over-concentration of DBE participation.

Business Development and Mentor-Protégé Programs

One method for providing race-neutral efforts for DBE participation will be through participating in

area business development programs. Instruction may cover such topics as: teaming and joint ventures, writing a winning proposal or bid, the bid evaluation process, and addressing various barriers that small businesses encounter in third party contracting.

If GTrans is directed to develop a mentor/protégé program, one will be written and submitted to the FTA for approval, after which it would become part of this DBE Program. Guidelines outlined in Appendices C and D of 49 CFR Part 26 would be utilized in setting up requisite formal agreements and programs.

When a firm is identified by GTrans as a potential candidate for a formal business development program, further technical assistance, or a mentor/protégé relationship, the firm will be provided with pertinent information concerning available area programs.

Reconsideration Official

In accordance with 49 CFR Part 26, all proceedings by GTrans regarding the reconsideration of compliance with the provisions of the DBE regulation concerning a contract award, or the DBE status of a firm, shall be made by a City of Gardena representative who did not take part in the original determination. Specific reconsideration procedures are discussed later in this Program document.

Transit Vehicle Manufacturer Certification

All Transit Vehicle Manufacturers (TVM), as a condition of being authorized to bid or propose on GTrans FTA-assisted transit vehicle procurements, shall certify that it is on the FTA's certified TVMs list and has complied with the requirements of 49 CFR Section 26.49, including the establishment of an annual overall DBE participation goal that has been submitted to the FTA and either approved, or not disapproved. Each TVM shall complete and submit in its bid or proposal to GTrans a TVM DBE Certification form acknowledging it has complied with this section and has an approved overall DBE goal on file with FTA. GTrans shall not include the amount of FTA assistance used in transit vehicle procurements in the base amount from which GTrans' overall goal is established. Alternatively, GTrans may establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying with the remaining sections of 49 CFR Part 26, Section 26.49, subject to approval from the FTA.

GTrans will submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract to FTA.

REQUIRED CONTRACT PROVISIONS

GTrans agrees to include the following provisions in all DOT-assisted contracts, where appropriate:

Nondiscrimination Assurance

Each DOT-assisted contract GTrans signs with a contractor, and each subcontract the prime contractor signs with a subcontractor, will include the following statement:

"The contractor or subcontractor shall not discriminate on the basis of race/color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as GTrans deems

appropriate.”

Further, each financial assistance agreement that GTrans signs with the FTA will include the following statement:

“GTrans shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient’s DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to GTrans of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate

cases, refer the matter for enforcement under 18 USC 1001 and/ or the Program Fraud Civil Remedies Act of 1986(31 USC 3801 et seq.)."

Prompt Payment Policy

GTrans shall include the following provision in each DOT-assisted contract:

"The prime contractor must pay subcontractors for satisfactory performance of their contracts no later than 15 days from the receipt of payment made to the prime by GTrans. Prompt return of retainage payments from the prime contractor to the subcontractor will be made within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with GTrans's prior written approval. If the prime contractor determines the work of the subcontractor to be unsatisfactory, it must notify GTrans in writing and state the reasons. Failure by the prime contractor to comply with this requirement will be construed to be a breach of contract and subject to contract termination."

Monitoring and Enforcement Mechanisms

GTrans will implement appropriate mechanisms to ensure compliance with the DBE Program by all participants under Federal, State and local law, and will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the Program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment of Program Fraud and Civil Penalties rules) provided in 26.109. GTrans will also consider similar action under its own legal authorities, including responsibility determinations in future contracts.

Monitoring Mechanisms and Remedies Using Race-Neutral Methods

- 1) The DBELO will be notified of any solicitation for bid, proposal, or quotation for a DOT-assisted contract. If appropriate, notices will then be sent to applicable DBEs and minority/women organizations.
- 2) The DBELO will obtain a list of companies that submit bids or proposals and those who did not. DBELO will survey companies for reasons why they did not submit bids, and will review to determine why responses were not submitted and any barriers that may exist.
- 3) The DBELO will keep records on the companies ready, willing, and able to do business on any given solicitation.
- 4) The DBELO will keep records on contracts that have no contract goals and any DBE primes and subcontractors that receive awards and contracts.
- 5) Any possibilities of "unbundling," lowering bond requirements, joint ventures or mentor/protégé opportunities will be noted and documented.

Monitoring Mechanisms and Remedies Using Race-Conscious Methods

- 1) When a DBE goal is set on a contract, the DBELO will attend the pre-bid meeting and will provide DBE information to all prime contractors prior to bid opening.
- 2) Once the contract is awarded, the DBELO will monitor the amount actually paid by the prime to DBE subcontractors and will require monthly reports of payments to DBEs. A letter will be sent to DBE subcontractors to verify the dollar amount.

- 3) The amount awarded the DBE, the amount paid to the DBE as stated by the prime, and the amount paid to the DBE as verified by the DBE, will be tracked; and the actual amount paid to DBEs will be reported by the DBELO to the FTA.
- 4) The DBELO will be notified when a contract change or amendment is made. Subsequently, the prime contractor will submit a statement to the DBELO regarding how the change may affect DBE subcontracting.
- 5) The DBELO will ensure that work is actually being done by DBEs.

Other Reporting Requirements

- 1) GTrans will continue to report DBE participation and annual overall goal-setting methods to the FTA as directed, while maintaining prescribed statistical data.
- 2) Contractors performing work on GTrans's FTA-assisted contracts are required to report the DBE participation on their contracts on both race-neutral and race-conscious DBE goal achievements. Contractors are not to count participation of a DBE subcontractor toward the prime's DBE achievements or the overall company DBE goal until the amount being counted has been paid to the DBE.

Section 26.39 Small Business Participation

GTrans has incorporated the following non-discriminatory element to its DBE program, in order to facilitate competition on DOT-assisted public works projects by small business concerns (both DBEs and non-DBE small businesses):

- 1) The removal of unnecessary and unjustified bundling of contract requirement.
- 2) Race-neutral small business set-asides for prime contracts below a certain value.
- 3) The requirement of bidders on large contracts to identify and/or provide specific subcontracts appropriate for small business participation.
- 4) The development of acquisition strategies and structuring procurements to facilitate bids by and awards to small business consortia or joint ventures.
- 5) Letting prime contract of a size that small businesses can reasonably compete for and perform.
- 6) Advertise in numerous local media including local newspapers.
- 7) Online outreach and advertisements such as:
 - a. DBEGoodFaith.com – outreach and advertise to small, minority, women and disable veterans business communities.
 - b. DBE Compliance News (compliance-news.com)

- 8) Work with Gardena Business Advisory Council (GBAC) to coordinate efforts to assist local DBE Gardena and Southbay based businesses for small business participation.
- 9) Partner with Small Business Development Center at El Camino College
 - a. Providing Technical assistance workshops
 - b. Developing an annual Small Business Fair
 - i. Partners: GTrans, SBA, Los Angeles Metro, Gardena Economic Development
- 10) Facilitating ease of DBE application process
- 11) Facilitating Gardena's DBE outreach with larger transportation agencies that could bring business to Gardena small businesses.
- 12) Outreach to local Chamber of Commerce by participating in monthly meetings when possible.
- 13) Partnering with Community Development Department - Make project information accessible at business licensing locations.
- 14) Plans to add DBE resource page to RideGTrans.com. This would provide information on how to apply as a DBE, current solicitations, current workshops, DBE resources.

GTrans small business participation program will not certify small businesses, however, will recognize and accept small businesses certified as SBEs by government agencies in the region, including but not limited to: Small Business Administration (SBA), California Department of Transportation (Caltrans), Port of Long Beach, Los Angeles County Metropolitan Transportation Authority (LA Metro), City of Los Angeles, and El Camino City College.

Note: GTrans's small business provision of this DBE program shall not replace or act as a substitute for other critical elements of GTrans's DBE program, including use of contract goals, and good faith efforts evaluations.

DETERMINING, ACHIEVING AND COUNTING OVERALL ANNUAL AND CONTRACT SPECIFIC DBE GOALS -

Overall Annual DBE Goal

Pursuant to 49 CFR Sec. 26.45, GTrans shall establish an annual overall goal on a fiscal year basis for the participation of DBEs in all budgeted contracts utilizing DOT federal financial assistance. The annual overall goal shall be expressed as a percentage of the total amount of DOT funds GTrans anticipates expending in the fiscal year. GTrans's annual overall goal represents the amount of ready, willing and able DBEs that are identified as available to participate in contracting opportunities and is reflective of the amount of DBE participation GTrans would expect absent the effects of discrimination.

GTrans intends to meet this goal to the maximum extent feasible through the race-neutral measures described below. Where race-neutral measures are inadequate to meet the annual overall goal,

GTrans will establish specific contract goals for particular projects with subcontracting opportunities.

Projecting DOT-Assisted Contract Expenditures

In conjunction with the preparation and adoption of the budget for each fiscal year, the DBELO, assisted by staff, will conduct a thorough analysis of the projected number, types of work, and dollar amounts of contracting opportunities that will be funded, in whole or in part, by DOT federal financial assistance for that fiscal year. This analysis will exclude projected contract expenditures with transit vehicle manufacturers, who are exempt from the Program as described herein.

Establishing a Base Figure

Pursuant to 49 CFR Sec. 26.45(c), GTrans will develop a base figure to express the availability of DBEs as a percentage of all contractors, subcontractors, manufacturers and suppliers in the relevant contracting markets. GTrans will use one of the following methodologies provided in the Regulations, or develop an alternative methodology, and will provide the appropriate documentation in the annual overall goal report described in this DBE Program.

GTrans will take an actual measurement of its marketplace, using the best evidence available, then derive a base figure that is as fair and accurate a representation as possible of the percentage of available businesses that are DBEs.

- 1) GTrans may rely on data sources that are immediately available in its DBE directory, and a Census Bureau database that DOT and the Census Bureau will make available. GTrans will first assess the number of ready, willing and able DBEs based on the DBE directory. The resulting number of DBEs will become the numerator. The denominator would then be derived from the Census Bureau's County Business Pattern (CBP) database.
- 2) GTrans may calculate a base figure using a bidders' list to determine the relative availability of DBEs. GTrans will divide the number of available ready, willing and able DBEs by the number of all firms. These numbers are derived from the measure of all firms, DBE and non-DBE, prime contractors and subcontractors, that have directly participated in, or attempted to participate in, DOT-assisted contracting in the recent past. GTrans may use data derived from a disparity study as another means to determine a base figure. When setting a goal, we will first use the study's statistical evidence to set a base figure for the relative availability of DBEs.
- 3) GTrans may also use the goal of another recipient as the base figure for goal setting. Another recipient's goal can only be used if it was set in accordance with this rule and the other recipient performs similar contracting in a similar area.

Any of these methods may be used, but the methodology must be based on the demonstrable data of relevant market conditions and be designed to reach a goal that GTrans would expect DBEs to achieve in the absence of discrimination.

Adjusting the Base Figure

Pursuant to 49 CFR Sec. 26.45(d), GTrans will examine all available evidence to determine whether adjustment is needed to the base figure in order to arrive at GTrans's overall goal. The DBELO will analyze the results of its efforts to contract with DBEs for the past two years, any available and relevant disparity studies (to the extent that they are not accounted for in the base figure), any

available and relevant results of other DOT recipients' efforts to contract with DBEs, and any relevant feedback or projections from DBE professional organizations, the Small Business Administration, or others.

Using the data collected regarding over-concentration, DBE availability of firms ready, willing and able, and other necessary information (such as how long each project will span), a goal will be set at the level of DBE participation anticipated, absent the effects of discrimination.

Projection of Percentage of Overall Goal to be Achieved Through Race-Neutral Measures

Once the annual overall goal is proposed, the DBELO, assisted by staff, will analyze and project the maximum feasible portion of that goal that can be achieved by using race-neutral methods. Where the projected portion of the goal using such methods is less than the annual overall goal, the remaining portion will be achieved by establishing contract goals for particular projects that have subcontracting opportunities. Any over-concentration of DBEs in a particular trade will be excluded from race-conscious contract goals.

GTrans will attempt to meet the maximum feasible portion of the overall goal by using race-neutral measures. Race-neutral participation includes procurements in which a DBE wins a prime contract through customary competitive procedures, or is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE subcontract goal, the DBE wins a subcontract from a prime that did not consider its DBE status in making the award.

The DBELO shall monitor and adjust the use of contract specific goals in accordance with 49 CFR Sec. 26.51(f). When projecting the percentage of the overall annual goal to be achieved through establishing contract-specific goals, the DBELO shall analyze the actual achievement of the overall annual goal through race-neutral methods in the previous two years. When establishing contract-specific goals during a current fiscal year, the DBELO shall analyze the progress towards achieving the overall annual goal and increase or reduce the use of contract-specific goals accordingly.

Publishing and Submitting the Overall Annual DBE Goal

Upon completion of the process described above, the DBELO will prepare an Overall Annual Goal Report which documents the analysis and methodology, as well as the proposed goal and estimate of participation to be achieved through race-neutral measures.

1) Submission of Total Overall Annual Goal

The annual overall goal for DBE participation shall be submitted to FTA for approval every three (3) years by August 31st prior to the next federal fiscal year.

2) Publication of Proposed Overall Annual Goal

Pursuant to 49 CFR Sec. 26.45(g), GTrans will publish its proposed overall annual goal. The notice shall include a statement that the methodology and proposed goal are available for inspection by the public for 30 days from the date of publication. The notice shall also include a statement that GTrans will accept public comments to the proposed goal and methodology for a period of 45 days from the date of publication and provide instructions for the submission of comments.

Goal Setting and Accountability

GTrans will annually review its DBE attainments in contract to its overall DBE goal to determine if any measures would need to be instituted to effectively meet its established overall DBE goal. GTrans will further follow accountability mechanisms in instances where GTrans has failed to meet its overall goal for a given fiscal year. GTrans will thoroughly analyze and document through a Shortfall Analysis why it fell short of meeting its overall goal for a given goal period and establish specific steps and milestones for correcting identified problems so that GTrans will meet its overall goal in subsequent years. GTrans will additionally maintain strong outreach efforts to encourage minority- and women-owned firms to become certified as DBEs, to afford GTrans the ability to set and meet realistic goals.

Achieving the Overall Annual Goal

GTrans shall achieve the annual overall goal for DBE participation through a combination of race-neutral measures and contract goals for particular contracts with subcontracting opportunities.

1) Race-Neutral Methods

GTrans intends to use race-neutral methods to the maximum extent feasible to achieve its annual overall goal. DBE participation that is obtained on contract which have no specific DBE goal, or where prime contractors use a strictly competitive bidding process, or do not consider the DBE firm's status as a DBE in awarding a subcontract shall be considered race-neutral DBE participation. In addition, GTrans will use the following measures, as appropriate:

- a. Use of online advertising services such as DBEGoodFaith.com and DBE Compliance News (compliance-news.com) to increase outreach to small, minority, women and disabled veteran's business communities.
- b. The removal of unnecessary and unjustified bundling of contract requirement.
- c. Assisting in overcoming limitations in bonding;
- d. Advertise in numerous local media including local newspapers.
- f. Work with Gardena Business Advisory Council (GBAC) to coordinate efforts to assist local DBE Gardena and regional based businesses for small business participation.
- g. Partner with Small Business Development Center at El Camino College
 - i. Providing assistance with business development activities including financial ability, technical/business capacity, use of emerging technology and startups in non-traditional business areas for DBE's such as:
 - a. Seminars/Workshops for Contractors (SBA)
 - b. Writing a Winning bid
 - i. Providing assistance with filling out bid certifications
 - ii. Providing firms with bidding assistance, such as holding mock workshops on the bidding process or providing assistance with plan reading, bidding and estimating, job costing, and writing/designing statements of qualifications.
 - iii. Developing an annual Small Business Fair

- h. Partners: GTrans, SBA, Los Angeles Metro, Gardena Economic Development
- b. Facilitating ease of DBE application process
- c. Facilitating Gardena's DBE outreach with larger transportation agencies that could bring business to Gardena small businesses.
- i. Outreach to local Chamber of Commerce by participating in monthly meetings.
- j. Partnering with Community Development Department - Make project information accessible at business licensing locations.
- k. Working on modifications to our City vendor database that would include DBE vendor information. This would enable easier distribution of the DBE directory, as requested. In addition, it would facilitate DBE outreach as well.
- l. Assisting firms in using technology, for CA DBE certification, searching the NAIS directory

- m. Building GTrans DBE Resource Library
 - i. DBE Toolkit

Contract Specific Goals - Race-Conscious Measures

Based on the letter dated July 10, 2007 from Director Will Kempton of California State DOT, had provided directions that there would be the shifting from a race-conscious program to a race-neutral program due to the Disparity Study as required by the Ninth Circuit Court of Appeal ruling and guidelines promulgated by the FHWA.

2) Awarding Contracts with Contract-Specific Goals

Each solicitation for which a DBE contract goal has been established will require the bidders/offers to submit the following information either under sealed bid procedures as a matter of responsiveness, or with initial proposals under contract negotiation procedures, or at any time before a commitment to the performance of a contract:

- a. The names and addresses of DBE firms that will participate in the contract;
- b. A description of the work that each DBE will perform;
- c. The dollar amount of the participation of each DBE firm;
- d. Written documentation of commitment to use DBE subcontractors whose participation the prime submits to meet a contract goal;
- e. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
- f. If the DBE contract goal is not met, evidence of good faith efforts to meet the goal must be furnished.

GTrans shall award contracts to the lowest responsible bidder, as required by the California Public Contracts Code Secs. 20914 and 20916. A bidder who fails to demonstrate that it achieved the contract-specific DBE participation goal, and fails to demonstrate that it made good faith efforts to do so, shall not be deemed "responsible" and, therefore, shall be ineligible for award of the contract.

3) Evaluation of Bids with DBE Goals

After the bid opening, the DBELO shall evaluate all bid proposals with regard to the DBE requirements to determine a recommendation for award of contract to the lowest responsible bidder. The bidder with the lowest apparent bid price, who also meets the contract-specific goal or demonstrates good faith efforts, shall be recommended as the lowest responsible bidder. In the event that the bidder with the lowest apparent bid price does not meet the contract-specific goal or demonstrate good faith efforts (subject to the "reconsideration process"), the DBELO shall evaluate the bidder with the next lowest bid price.

a) Evaluation of DBE Certification Status

GTrans shall require that any DBEs listed by bidders for participation in the contract be certified as eligible DBEs. The DBELO shall review the Bidder's DBE Report to confirm each DBEs' certification status. GTrans will accept current certifications made by its own staff, DOT and its agencies, the Small Business Administration, or

other DOT federal financial assistance recipients, as appropriate. GTrans will require any firm listed, but not currently certified as a DBE, to submit the proper certification information within five days of bid opening in order to be included in the bidder's achievement documentation.

b) Determination of Amount of DBE Participation

The DBELO shall review the total dollar value of the work and the percentage of the total contract bid price reported on the Bidder's DBE Report for accuracy and shall compare it to the contract-specific goal established for the contract.

c) Determination of Good Faith Efforts

If the amount of DBE participation does not meet the contract-specific goal, the DBELO shall review the good faith efforts report submitted by the bidder, as required by the contract document (Attachment C). The DBELO shall determine whether the bidder has performed the quality, quantity and intensity of efforts that demonstrates a reasonably active and aggressive attempt to meet the contract-specific goal in accordance with 49 CFR Part 26, Appendix A which is incorporated herein by this reference.

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient DBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought DBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The Department will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goal and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- i. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- ii. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
 1. Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

2. Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2nd and 3rd tier subcontractors).
- iii. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- iv. Negotiating in good faith with interested DBEs.
 1. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 2. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- v. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- vi. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- vii. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- viii. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening the Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get DBE quotes.
- ix. Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.
 1. In addition, the Department may take into account the following:
 2. Whether the bidder's documentation reflects a clear and realistic plan for achieving the DBE goal.
 3. The bidders' past performance in meeting the DBE goals.

4. The performance of other bidders in meeting the DBE goal.
 - a. For example, when the apparent successful bidder fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable effort the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.
 - b. If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the Department that the DBE goal can be met or that an adequate good faith effort has been made to meet the DBE goal.

d) Bidder's Right to Administrative Reconsideration

In the event that the DBELO determines that the apparent low bidder has not met the contract-specific goal and has not demonstrated good faith efforts, the DBELO will notify the bidder in writing. The notification shall explain the basis and include the reasons for the determination, and shall inform the bidder of its right to submit further written documentation or appear before the reconsideration official prior to the time that a recommendation for award of contract is presented to the Gardena City Council. After reconsideration, GTrans shall provide the bidder with a written decision. The result of the reconsideration process is not appealable by the bidder to the DBELO.

In the event that the reconsideration official finds that the bidder has not met the contract goal or demonstrated good faith efforts, GTrans will deem said bidder not responsible and evaluate the bidder submitting the next lowest bid.

4) Recommendation for Award of Contract with DBE Goal

Following determination of the lowest responsible bidder, the DBELO shall document the lowest responsible bidder's compliance with the DBE requirements, which may be reviewed at the time the contract award is considered. If the City Manager or City Council disagrees with the recommendation, all bids will be rejected and referred back to the DBELO for further evaluation and recommendation.

5) DBE Replacement

A contractor must make a good faith effort to replace a defaulting DBE subcontractor with another certified DBE. The prime must immediately notify the DBELO of the DBE's inability to perform and provide reasonable documentation. The contractor must receive prior written approval on the substitute DBE from GTrans. The contractor will provide copies of new or amended subcontracts and a completed DBE certification application form for each new DBE, or must provide sufficient good faith efforts documentation. If the contractor fails or refuses to comply in the time specified, GTrans will issue an order stopping all, or part of, payment/work until satisfactory action has been taken. If the contractor still fails to comply, GTrans may issue a termination for default notification.

Counting and Tracking DBE Participation

Only the work actually performed by a DBE will be counted towards the DBE goal. The cost of supplies and materials obtained by the DBE or equipment leased (except from the prime contractor or its affiliate) may also be counted.

Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. Expenditures may only be counted if the DBE is performing a commercially-useful function. A DBE should perform at least 30 percent of the total cost of its contract with its own work force. Decisions on commercially-useful functions are subject to review by the FTA, but are not administratively applicable to DOT.

If materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost will be counted. If the materials and supplies are purchased from a DBE regular dealer, 60 percent of the cost will be counted.

DBE achievement will not be counted toward the overall goal until the DBE has been paid. The DBELO will track the participation of DBEs in contract-specific goal contracts separately from the participation of DBEs that are considered race-neutral. Additionally, the DBELO will not count that portion of a DBE's participation that is achieved after the certification of the DBE has been removed during the performance of a contract.

DBE CERTIFICATION STANDARDS

Unified Certification Program (UCP)

GTrans is a non-certifying member of the Unified Certification Program (UCP) administered by Caltrans, DOT of the State of California. The UCP will meet all of the requirements of this section. GTrans will use and count for DBE credit only those DBE firms certified by the State of California.

Burdens of Proof (Subpart D, Sec.26.61)

In determining whether to certify a firm as eligible to participate as a DBE, GTrans will apply the standards of Subpart D of the regulation. The firm seeking certification has the burden of demonstrating to GTrans, by a preponderance of the evidence, that it meets the requirements concerning group membership or individual disadvantage, business size, ownership and control.

GTrans will presume that members of the designated groups identified herein are socially and economically disadvantaged. However, applicants have the obligation to provide GTrans with information concerning their disadvantage (personal net worth statement). GTrans will make determinations concerning whether individuals and firms have met the burden of demonstrating group membership, ownership, control, and social and economic disadvantage by considering all the facts in the record, viewed as a whole.

Group Membership Determinations (Sec. 26.63)

If GTrans has reason to question whether an individual is a member of a group presumed to be socially and economically disadvantaged, GTrans will require an individual to demonstrate, by a preponderance of the evidence, that he/she is a member of a group presumed to be socially and economically disadvantaged. In making that determination, GTrans will consider whether or not the

person has held himself/herself to be a member of the group over a long period of time prior to application for certification and whether the person is regarded as a member of the group by the relevant community. GTrans may require the applicant to produce appropriate documentation of group membership.

If GTrans determines an individual claiming to be a member of a presumed disadvantaged group is not a member of such group, the individual must demonstrate social and economic disadvantage on an individual basis. GTrans's decision concerning membership in a designated group will be subject to certification appeals procedures.

Social and Economic Disadvantage Determination (Appendix E)

1) Social Disadvantage

Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias within American society because of their identities as members of groups and without regard to their individual qualities. Social disadvantage must stem from circumstances beyond their control.

Evidence of individual social disadvantage must include at least one objective distinguishing feature that has contributed to social disadvantage such as race, ethnic origin, gender, disability, long-term residence in an isolated environment, or similar causes not common to individuals not socially disadvantaged; personal experiences of substantial and chronic social disadvantage in American society, not in other countries; and negative impact or entry into or advancement in the business world because of the disadvantage.

GTrans will consider any relevant evidence in its assessment of this element, and in every case GTrans will consider education, employment and business history to see if the totality of circumstances shows disadvantage in entering into or advancing in the business world.

2) Economic Disadvantage

Economically disadvantaged individuals are socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially disadvantaged.

GTrans requires submission of narrative and financial information from each individual claiming economic disadvantage. Each such individual must describe in a narrative statement the conditions that are the basis for the claim, and each must also submit personal financial information. GTrans will require a married individual to submit separate financial information for his/her spouse unless they are legally separated.

In considering diminished capital and credit opportunities, GTrans will examine all factors relating to personal financial condition, including personal income for the past two years, personal net worth, and the fair market value of all assets. GTrans will also consider the financial condition of applicants compared to financial profiles of small businesses in the same primary industry classification(s) or similar lines of business. The financial profiles to be compared include total assets, net sales, pre-tax profit, sales/working capital ratio, and net worth.

GTrans will attribute to any individual claiming disadvantaged status any assets that individual has transferred to an immediate family member, trust, or beneficiary for less than the fair market value within the prior two years of the concern's application, unless that individual demonstrates the transfer is to or on behalf of an immediate family member for education, medical or some other form of essential support, excluding gifts for birthdays, graduations, anniversaries, retirements or other special occasions. GTrans will consider assets transferred by an individual within the previous two-year period that are not considered in evaluating the individual's assets and net worth, such as transfers to charities.

3) Statement of Personal Net Worth (Sec. 26.67)

GTrans shall presume that citizens of the United States (or lawfully admitted permanent residents) who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian American or other minorities found disadvantaged by the Small Business Administration are socially and economically disadvantaged individuals. GTrans will require applicants to submit a signed, notarized certification in a prescribed format that each presumptively disadvantaged owner is, in fact, socially and economically disadvantaged. GTrans will also require each individual owner of a firm to submit a signed, notarized statement of personal net worth with appropriate supporting documentation. In determining net worth, GTrans will exclude an individual's ownership interest in the applicant firm and the individual's equity in his/her primary residence.

If the statement of personal net worth that an individual submits shows the individual's personal net worth to exceed \$750,000, the individual's presumption of economic disadvantage will be rebutted without any further formal proceedings. If GTrans has a reasonable basis to believe that an individual who is a member of one of the designated groups is not, in fact, socially or economically disadvantaged GTrans may start a proceeding to determine whether the presumption should be regarded as rebutted with respect to the individual. GTrans shall follow the procedures set forth in the Removal Procedures outlined later in this program pursuant to Section 26.87 of the Regulation. In this proceeding, GTrans has the burden of demonstrating, by a preponderance of the evidence, that the individual is not socially and economically disadvantaged. GTrans may require the individual to produce additional information relevant to the determination of his/her disadvantage.

When an individual's presumption of social and/or economic disadvantage has been rebutted, his/her ownership and control of the firm cannot be used for purposes of DBE eligibility unless and until he/she makes an individual showing of social and/or economic disadvantage in the future. If the basis for rebutting the presumption is a determination that the individual's personal net worth exceeds \$750,000, the individual is no longer eligible for participation in the program and cannot regain eligibility by making an individual showing of disadvantage.

GTrans will not release an individual's personal net worth statement or any documentation supporting it to any third party without the written consent of the submitter. An exception to this provision is that GTrans must transmit such information to the U.S. DOT in any certification appeal proceeding under Sec. 26.89 in which the disadvantaged status of the individual is in question.

4) U.S. Small Business Administration Section 8(a) Firms (Sec. 26.67c)

If a firm applying for certification has a current valid Section 8(a) certification form or is recognized by the U.S. Small Business Administration (SBA) under the Section 8(a) Program, GTrans will accept the firm's 8(a) certification in lieu of conducting its own certification proceeding.

5) Individual Determinations of Social and/or Economic Disadvantage (Sec. 26.67d)

Firms owned and controlled by individuals who are not presumed to be socially and economically disadvantaged (including individuals whose presumed disadvantage has been rebutted) may be certified by GTrans on a case by case basis. GTrans will determine whether each individual whose ownership and control are relied upon for DBE certification is socially and economically disadvantaged. In such a proceeding, the applicant firm must demonstrate, by a preponderance of the evidence that the individuals who own and control it are socially and economically disadvantaged. An individual whose personal net worth exceeds \$750,000 will not be determined to be economically disadvantaged. GTrans will use guidance in Appendix E of 49 CFR Part 26 (see page 19).

Business Size Determination (Sec. 26.65)

To be an eligible DBE, a firm (including its affiliates) must be an existing small business as defined by SBA Standards. GTrans will apply current SBA business size standards found in 23 CFR Part 121 appropriate to the types of work the firm seeks to perform in US DOT-assisted contracts. Even if the firm meets the SBA requirements, it is not an eligible DBE in any federal fiscal year if the firm (including its affiliates) has had average annual gross receipts, as defined by SBE regulations, over the firm's previous three fiscal years in excess of \$16.6 million, as adjusted for inflation from time to time.

Ownership Determinations (Sec. 26.69)

- 1) In determining whether the socially and economically disadvantaged participants in a firm own the firm, will consider all the facts in the record viewed as a whole. To be an eligible DBE, a firm must be at least 51 percent owned by socially and economically disadvantaged individuals. In the case of a corporation, such individuals must own at least 51 percent of each class of voting stock outstanding and 51 percent of the aggregate of all stock outstanding. In the case of a partnership, 51 percent of each class of partnership interest must be owned by socially and economically disadvantaged individuals and must be reflected in the firm's partnership agreement. In the case of a limited liability company, at least 51 percent of each class of member interest must be owned by socially and economically disadvantaged individuals.
- 2) The firm's ownership by socially and economically disadvantaged individuals must be real, substantial, and continuing, going beyond pro forma ownership of the firm as reflected in the ownership documents. The disadvantaged owners must enjoy the customary incidence of ownership and share in the risks and profits commensurate with their ownership interests, as demonstrated by the substance, not merely the form, of arrangements.
- 3) All securities that constitute ownership shall be held directly by disadvantaged persons. Except as provided in the regulation, no securities or assets held in trust, or by any guardian for a minor, are considered as held by disadvantaged persons in determining ownership of a firm.
- 4) The contributions of capital or expertise by the socially and economically disadvantaged owners, to acquire their ownership interests, must be real and substantial.
- 5) In a situation in which an individual's expertise is relied upon as part of a disadvantaged owner's contribution to acquire ownership, the owner's expertise must be:

- a. in a specialized field
- b. of outstanding quality
- c. in areas critical to the firm's operations
- d. indispensable to the potential success
- e. specific to the type of work the firm performs
- f. documented in the records of the firm.

The individual whose expertise is relied upon must have a significant financial investment in the firm. For purposes of determining ownership, GTrans will deem as held by a socially and economically disadvantaged individual all interests in a business or other assets obtained by the individual:

- a. As the result of a final property settlement or court order in a divorce or legal separation; and
 - b. Through inheritance or otherwise because of the death of the former owner.
- 6) GTrans will presume as not being held by a socially and economically disadvantaged individual, for purposes of determining ownership, all interests in a business or other assets obtained by the individual as the result of a gift, or transfer without adequate consideration, from any non-disadvantaged individual or non-DBE firm which is:
- a. Involved in the same firm for which the individual is seeking certification, or an affiliate of that firm;
 - b. Involved in the same or similar line of business; or
 - c. Engaged in an ongoing business relationship with the firm, or an affiliate of the firm, for which the individual is seeking certification.
- 7) To overcome this presumption and permit the interests or assets to be counted, the disadvantaged individual must demonstrate by clear and convincing evidence that:
- a. The gift or transfer was made for reasons other than obtaining certification as a DBE; and
 - b. The disadvantaged individual actually controls the management, policy and operations of the firm, notwithstanding the continuing participation of a non-disadvantaged individual who provided the gift or transfer.
- 8) GTrans will apply the following rules in situations in which marital assets form a basis for ownership of a firm:
- a. When marital assets (other than the assets of the business in question), held jointly or as community property by both spouses, are used to acquire the ownership interests asserted by one spouse, GTrans will deem ownership interest in the firm to have been acquired by that spouse with his/her individual resources, provided that the other spouse irrevocably renounces and transfers all rights in the ownership interest in the manner sanctioned by the laws of the state in which either spouse or the firm is domiciled. GTrans will not count a greater portion of joint or community property assets toward ownership than

state law would recognize as belonging to the socially and economically disadvantaged owner of the firm.

- b. A copy of the document legally transferring and renouncing the other spouse's rights in the jointly owned or community assets used to acquire an ownership interest in the firm must be included as part of the firm's application for DBE certification.
- 9) GTrans may consider the following factors in determining the ownership of a firm, but shall not regard a contribution of capital as failing to be real and substantial or find a firm ineligible solely because:
 - a. A socially and economically disadvantaged individual acquired his/her ownership interest as the result of a gift or transfer without adequate consideration;
 - b. There is a provision for the co-signature of a spouse who is not a socially and economically disadvantaged individual on financing agreements, contracts for the purchase or sale of real or personal property, bank signature cards, or other documents; or
 - c. Ownership of the firm in question or its assets is transferred for adequate consideration from a spouse who is not a socially or economically disadvantaged individual to a spouse who is such an individual.
- 10) GTrans will give particularly close and careful scrutiny to the ownership and control of a firm to ensure that it is owned and controlled, in substance as well as in form, by a socially and economically disadvantaged individual.

Control Determinations (Sec. 26.71)

- 1) In determining whether socially and economically disadvantaged owners control a firm, GTrans will consider all the facts in the record, viewed as a whole. Only an independent business may be certified as a DBE. An independent business is one in which its viability does not depend on its relationship with another firm or firms. In determining whether a potential DBE is an independent business, GTrans will scrutinize relationships with non-DBE firms in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources. GTrans will consider present or recent employer/employee relationships, the firm's relationship with prime contractors, and factors related to the independence of a potential DBE firm. Further, GTrans will consider the consistency of relationships between the potential DBE and non-DBE firms with normal industry practice.
- 2) A DBE firm must not be subject to any formal or informal restrictions which limit the customary discretion of the socially and economically disadvantaged owners. The socially and economically disadvantaged owners must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long term decisions on matters of management, policy and operations.
- 3) A disadvantaged owner must hold the highest officer position in the company (Chief Executive Officer or President). In a corporation, disadvantaged owners must control the Board of Directors.

- 4) In a partnership, one or more disadvantaged owners must serve as general partners with control over all partnership decisions.
- 5) Individuals who are not socially and economically disadvantaged may be involved in a DBE firm as owners, managers, employees, stockholders, officers, and/or directors. Such individuals must not possess or exercise the power to control the firm, or be disproportionately responsible for the operation of the firm. The socially and economically disadvantaged owners may delegate various areas of management, policymaking, or daily operations of the firm to other participants in the firm, regardless of whether these participants are socially and economically disadvantaged individuals. Such delegations of authority must be revocable, and the socially and economically disadvantaged owners must retain the power to hire and fire any person to whom such authority is delegated. The managerial role of the socially and economically disadvantaged owners in the firm's overall affairs must be such that GTrans can reasonably conclude that the socially and economically disadvantaged owners actually exercise control over the firm's operations, management and policy.
- 6) The socially and economically disadvantaged owners must have an overall understanding of, and managerial and technical competence directly related to, the type of business in which the firm is engaged and the firm's operations.
- 7) If the state or local law requires the persons to have a particular license or other credential in order to own and/or control a certain type of firm, then the socially and economically disadvantaged persons who own and control a potential DBE firm of that type must possess the required license or credential. GTrans will consider differences in remuneration between socially and economically disadvantaged owners and other participants in the firm, in the context of the duties involved, normal industry practices, and the firm's policies and practices. In order to be viewed as controlling the firm, the socially and economically disadvantaged owner cannot engage in outside employment or other business interests which conflict with the management of the firm or prevent the individual from devoting sufficient time and attention to the affairs of the firm.
- 8) A socially and economically disadvantaged individual may control the firm even though one or more of the individual's immediate family members (who themselves are not socially and economically disadvantaged individuals) participate in the firm. If GTrans cannot determine that the socially and economically disadvantaged owners, as distinct from the family as a whole, control the firm, then the socially and economically disadvantaged owners have failed to carry the burden of proof concerning control even though they may participate significantly in the firm's activities.
- 9) Where a firm was formerly owned and/or controlled by a non-disadvantaged individual, whether or not an immediate family member, ownership and/or control were transferred to a socially and economically disadvantaged individual, and the non-disadvantaged individual remains involved with the firm in any capacity, the disadvantaged individual now owning the firm must demonstrate by clear and convincing evidence that the transfer of ownership and/or control to the disadvantaged individual was made for reasons other than obtaining certification as a DBE; and the disadvantaged individual actually controls the management, policy and operations of the firm, notwithstanding the continuing participation of a non-disadvantaged individual who formerly owned and/or controlled the firm.
- 10) In determining whether a firm is controlled by its socially and economically disadvantaged

owners, GTrans will consider whether the firm owns equipment necessary to perform its work. GTrans will not determine that a firm is not controlled by socially and economically disadvantaged individuals solely because the firm leases, rather than owns, such equipment, where leasing equipment is a normal industry practice and the lease does not involve a relationship with a prime contractor or other party that compromises the independence of the firm.

- 11) GTrans will grant certification to a firm only for specific types of work in which the socially and economically disadvantaged owners have the ability to control the firm. To become certified in an additional type of work, the firm must demonstrate only that its socially and economically disadvantaged owners are able to control the firm with respect to that type of work. GTrans will not require that the firm be recertified or submit a new application for certification, but will verify the disadvantaged owner's control of the firm and the additional type of work.
- 12) GTrans will certify a business operating under a franchise or license agreement if it meets the standards in the regulation, and the franchiser or licensor is not affiliated with the franchisee or licensee. In determining whether affiliation exists, GTrans will not consider restraints relating to standardized quality, advertising, accounting format, and other provisions imposed by the franchise agreement or license, provided the franchisee or licensee has the right to profit from its efforts and bears the risk of loss commensurate with ownership.
- 13) In order for a partnership to be controlled by socially and economically disadvantaged individuals, any non-disadvantaged partners must not have the power, without the specific written concurrence of the socially and economically disadvantaged partner, to contractually bind the partnership or subject the partnership to contract or tort liability.
- 14) The socially and economically disadvantaged individuals controlling a firm may use an employee leasing company. This does not preclude such individuals from controlling their firm if they continue to maintain an employer-employee relationship with the leased employees, including responsibility for hiring, firing, training, assigning, and otherwise controlling on-the-job activities of the employees as well as ultimate responsibility for wage and tax obligations related to the employees.

Other Considerations (Sec. 26.73)

1) Commercially-Useful Function

GTrans will not consider commercially-useful function issues in any way in making decisions about whether to certify a firm as a DBE. Consideration of whether a firm performs a commercially-useful function, or is a regular dealer, pertains solely to counting toward DBE goals any participation of firms which have already been certified as DBEs.

2) Pattern of Conduct

In making certification decisions, GTrans will consider whether a firm has exhibited a pattern of conduct indicating its involvement in attempts to evade or subvert the intent or requirements of the DBE program.

3) Present Circumstances

GTrans will evaluate the eligibility of a firm on the basis of present circumstances and will not refuse to certify a firm based solely on historical information indicating lack of ownership or control by socially and economically disadvantaged individuals at some time in the past, if the firm currently meets ownership and control standards. GTrans will not refuse to certify a firm solely on the basis that it is a newly-formed firm.

4) DBE Cooperation

GTrans expects DBE firms and firms seeking DBE certification to cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

5) For-Profit Firms

Only firms organized for profit may be eligible DBEs. Not-for-profit organizations, even though controlled by socially and economically disadvantaged individuals, are not eligible to be certified as DBEs.

6) Subsidiaries and Affiliates

An eligible DBE firm must be owned by individuals who are socially and economically disadvantaged. Except as provided by this policy, a firm that is not owned by such individuals, but instead is owned by another firm - even a DBE firm - cannot be an eligible DBE.

If socially and economically disadvantaged individuals own and control a firm through a parent or holding company, established for tax, capitalization, or other purposes consistent with industry practice, and the parent or holding company, in turn, holds and controls an operating subsidiary, GTrans will certify the subsidiary if it otherwise meets all requirements of the regulation. In this situation, the individual owners and controllers of the parent or holding company are deemed to control the subsidiary through the parent or holding company. GTrans will certify such subsidiary only if there is cumulatively 51 percent ownership of the subsidiary by socially and economically disadvantaged individuals. Recognition as a business as a separate entity for tax or corporate purposes is not sufficient to demonstrate that a firm is an independent business.

7) Prequalification

GTrans will not require a DBE firm to be prequalified as a condition for certification unless GTrans requires all firms that participate in its contracts and subcontracts to be prequalified.

8) Tribal Organizations

GTrans recognizes that a firm owned by an Indian tribe, Alaska Native Corporation, or Native Hawaiian organization as an entity, rather than by Indians, Alaska Natives, or Native Hawaiians as individuals, may be eligible for certification as long as such firm meets the size standards and is controlled by socially and economically disadvantaged individuals.

CERTIFICATION PROCEDURES

Unified Certification Program (Sec. 26.81)

GTrans is a participant in a reciprocal regional DBE certification program administered by Los Angeles Metro.

Initial Certification Procedures (Sec. 26.83)

GTrans will ensure that only firms certified as eligible DBEs participate as DBEs in the DBE program. GTrans will determine the eligibility of firms as DBEs consistent with standards of the regulation. GTrans will take the following steps in determining whether a DBE firm meets the certification standards of the regulation.

- 1) GTrans will perform an on-site visit to the offices of the firm and interview the principal(s) of the firm and review their resumes and /or work histories. GTrans may also perform visits to job sites if there are such sites on which the firm is working at the time of the eligibility investigation. GTrans may rely upon the site visit reports of any other U.S. DOT grantee with respect to a firm applying for certification;
- 2) If the firm is a corporation, GTrans will analyze the ownership of stock in the firm;
- 3) GTrans will evaluate the bonding and financial capacity of the firm;
- 4) GTrans will evaluate the work history of the firm, including contracts it has received, and work it has completed;
- 5) GTrans will obtain a statement from the firm of the type of work it prefers to perform as part of the DBE program and its preferred locations for performing the work, if any.
- 6) GTrans will obtain or compile a list of equipment owned by or available to the firm and the licenses the firm and its key personnel possess to perform the work it seeks to do as part of the DBE program.
- 7) GTrans will require potential DBEs to complete and submit an appropriate application form. GTrans will require the applicant to attest to the accuracy and truthfulness of the information on the application form. This shall be done either in the form of an affidavit sworn to by the applicant before a person authorized by state law to administer oaths, or in the form of a declaration executed under penalty of perjury of the laws of the United States. GTrans will review all information on the form prior to making a decision about the DBE eligibility of the firm.
- 8) When another grantee, in connection with its consideration of the eligibility of a firm, requests certification information GTrans has obtained about that firm, GTrans will promptly make the information available to the other grantee.
- 9) When another US DOT grantee has certified a firm, GTrans has the discretion to take any of the following actions:
 - a. Accept another grantee's certification decision;
 - b. Make an independent certification decision based on documentation provided by the other grantee augmented by any additional information GTrans requires the applicant to provide; or
 - c. Require the applicant to go through GTrans's certification process without regard to

- d. the action of the other grantee
- d. GTrans may choose to, or not to, impose an application fee for firms to participate in the DBE certification process.
- e. GTrans will safeguard from disclosure from unauthorized persons all information gathered as part of the certification process that may be regarded as proprietary or other confidential business information, consistent with applicable federal, state and local laws.
- f. Once GTrans has certified a firm as a DBE, it shall remain certified for a period of at least three years, unless and until its certification has been removed. GTrans will not require DBEs to reapply for certification as a condition of continuing to participate in the program during this three-year period unless the factual basis on which the DBE certification was made undergoes change in circumstance.
- g. Once certified, a DBE firm must inform GTrans in writing of any changes in circumstance affecting the firm's ability to meet size, disadvantaged status, ownership, or control requirements, or any material change in the information provided in the certification application process, and attach supporting documentation describing in detail the nature of such changes. Changes in management responsibility among members of a limited liability company are also covered by this requirement. Such notice of change from the DBE firm must take the form of an affidavit sworn to before a person authorized by state law to administer oaths, or of a declaration executed under penalty of perjury. The written notification shall be provided by the DBE within thirty (30) days of occurrence of the change(s). If the DBE fails to make timely notification of such change(s), it will be deemed to have failed to cooperate under the regulation.
- h. GTrans will attempt to make decisions on applications for DBE certification within ninety (90) days of receiving from the applicant firm all information required.

Recertification Procedures (Sec. 26.83)

Every firm certified by GTrans as a DBE must provide to GTrans every year on the anniversary of the date of initial certification, an affidavit sworn to by the firm's owners before a person who is authorized by state law to administer oaths or an unsworn declaration executed under penalty of perjury of the laws of the United States. This affidavit must affirm that there have been no changes in the firm's circumstances affecting its ability to meet size, disadvantaged status, ownership, or control requirements of the regulation or any material changes to the information provided in its original application, except for changes about which it has notified GTrans as required elsewhere in this DBE Program. The affidavit shall specifically affirm that the DBE continues to meet SBA business size criteria and the overall gross receipts cap, documenting this affirmation with supporting documentation of the DBE's size and gross receipts. If the DBE fails to provide this information in a timely manner, it will be deemed to have failed to cooperate with the requirements of the regulation (26.109c).

Denials and Reapplication Procedures (Sec. 26.85)

When GTrans denies a request by a firm that is not currently certified, GTrans will provide the firm a written explanation of the reasons for denial, specifically referencing the evidence in the record that supports each reason for the denial. All documents and other information on which the denial is based will be made available to the applicant firm upon request. When a firm is denied certification, it is required to wait at least twelve (12) months before it may reapply for DBE certification with GTrans. The time period for reapplication begins on the date the explanation for denial of certification is received by the applicant firm.

Removal Procedures (Decertification) (Sec. 26.87)

1) Ineligibility Complaints

Any person may file with GTrans a written complaint alleging that a currently certified firm is ineligible and specify the alleged reasons why the firm is ineligible. GTrans is not required to accept a general allegation that a firm is ineligible on an anonymous complaint. The complaint shall include any information or arguments supporting the assertion that the firm is ineligible and should not continue to be certified. Confidentiality of complainants' identities will be protected.

GTrans will review all records concerning the firm, any material provided by the firm and the complainant, and other available information. If GTrans determines, based on this review, that there is reasonable cause to believe the firm is ineligible, GTrans will provide written notice to the firm of its intention to find the firm ineligible with the reasons for the proposed determination. If GTrans determines such reasonable cause does not exist, GTrans will notify the complainant in writing of this finding and the reasons for it. All statements of reasons for findings on the issue of reasonable cause will specifically reference the evidence in the records on which each reason is based.

2) GTrans-Initiated Proceedings

Based on notification by the DBE firm of a change in its circumstances or other information that becomes available to GTrans, if GTrans determines there is reasonable cause to believe a currently certified firm is ineligible, GTrans will provide written notice to the firm of its intention to find the firm ineligible, setting forth the reasons for the proposed determination. The statement of reasons for the finding of reasonable cause will specifically reference the evidence in the record on which each reason is based.

3) U.S. DOT Directive to Initiate Proceeding

If a US DOT agency determines that information in the certification records, or other available information, established reasonable cause that a firm certified by GTrans does not meet eligibility criteria, the agency may direct GTrans to initiate a proceeding to remove the firm's certification. The agency must provide GTrans and the firm a notice setting forth reasons for the directive, including relevant documentation. GTrans will immediately commence and prosecute a proceeding to remove the eligibility of the firm.

4) Hearing

When GTrans notifies a firm that there is cause to remove its eligibility as defined above, GTrans will provide the firm an opportunity for an informal hearing at which the firm may respond to the reasons for the proposal to remove eligibility in person and offer information and arguments concerning why it should remain certified. In such proceeding, GTrans bears the burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards. GTrans will maintain a complete record of the hearing. If there is an appeal to US DOT, GTrans will provide a transcript of the hearing to US DOT and, upon request, to the firm. GTrans will retain the original record of the hearing.

The DBE firm may elect to present information and arguments in writing without a hearing. In such event, GTrans bears the same burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards.

5) Separation of Functions

GTrans will ensure that the decision in a proceeding to remove a firm's eligibility is made by an office and personnel that did not take part in actions leading to or seeking to implement the proposal to remove the firm's eligibility and are not subject, with respect to the matter, to direction from the office or personnel who did take part in these actions.

6) Grounds for Decision

GTrans will not base a decision to remove eligibility on a re-interpretation or changed opinion of information available to GTrans at the time of its certification of the firm. GTrans will base such decision only on one or more of the following: changes in the firm's circumstances since the certification, information or evidence not available at the time of certification, information that was concealed or misrepresented by the firm in previous certification actions, change in the certification standards or requirements of US DOT since the firm was certified, or a documented finding that GTrans's determination to certify the firm was factually erroneous.

7) Notice of Decision

GTrans will provide the firm written notice of the decision and the reasons for it, including specific references to the evidence in the record that supports each reason for the decision. The notice will inform the firm of the consequences of GTrans's decision and of the availability of an appeal to US DOT. GTrans will send copies of the notice to the complainant in an ineligibility complaint or the concerned US DOT agency that directed GTrans to initiate the proceeding.

8) Status of Firm During Proceeding

A firm remains an eligible DBE during the proceeding. The firm does not become ineligible until the issuance of the notice provided for in paragraph 7 above.

9) Effects of Removal of Eligibility

GTrans will take the following action upon removing a firm's eligibility:

- a. When a prime contractor has made a commitment to use the ineligible firm, or GTrans has made a commitment to use a DBE prime contractor (but a subcontract or contract has not been executed before issuance of the decertification notice), the ineligible firm does not count toward the contract goal or overall goal. GTrans will direct the prime contractor to meet the contract goal with an eligible DBE or to demonstrate that it has made a good faith effort to do so.
- b. If a prime contractor has executed a subcontract with the firm before notice of ineligibility, the prime may continue to use the firm on the contract and may continue to receive credit toward its DBE goal for the firm's work. When GTrans has let a prime contract to the DBE later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after issuance of the notice shall not count toward the overall goal but may count toward the contract goal.
- c. If the DBE's ineligibility is caused solely by its having exceeded the size standard during the

performance of the contract, GTrans will continue to count its participation on that contract toward overall and contract goals.

Process for Certification Appeals to US DOT (Sec. 26.89)

A firm that has been denied certification, or whose eligibility is removed, may make an administrative appeal to the U.S. Department of Transportation (US DOT). A complainant in an ineligibility complaint to GTrans may appeal to US DOT if GTrans does not find reasonable cause to propose removing the firm's eligibility. All appeals will be sent to the U.S. Dept. of Transportation, Office of Civil Rights, 1200 New Jersey SE., Washington, DC 20590-0001.

Pending the US DOT decision, GTrans's decision remains in effect. If a firm wants to file an appeal, it must send a letter to US DOT within ninety (90) days of the date of GTrans's final decision, including information concerning why GTrans's decision should be reversed. An appellant firm must submit a letter with the name and address of any other US DOT grantee that currently certifies the firm, or of any other grantees that may have rejected an application for certification from the firm or removed the firm's eligibility within one year prior to the date of appeal, or of any other grantee with which an application for certification or action to remove eligibility is pending.

A complainant in a third-party ineligibility complaint that appeals GTrans's decision to US DOT will be requested by US DOT to promptly provide all information requested. GTrans agrees to provide to US DOT the complete, well-organized administrative record within twenty (20) days of its request. US DOT will make its decision based solely on the entire administrative record without conducting a hearing. When GTrans provides information to US DOT, the same information will be made available to the firm and to any third-party complainant involved. US DOT will affirm GTrans's decision unless it determines, based on the entire administrative record, that the decision is not supported by substantial evidence or is inconsistent with the substantive or procedural provisions concerning certification.

If US DOT determines that GTrans's decision was unsupported, US DOT will reverse GTrans's decision and will direct GTrans to certify the firm. GTrans will take the action directed by US DOT immediately upon receiving written notice. US DOT is not required to reverse GTrans's decision if it determines a procedural error did not result in fundamental unfairness to the appellant or substantially prejudice the opportunity of the appellant to present its case.

If it appears that the record is incomplete or unclear, US DOT may remand the record to GTrans with instructions seeking clarification or augmentation of the record before making a finding. US DOT will not uphold GTrans's decision based on grounds not specified in GTrans's decision. US DOT's decision will be based on the status and circumstances of the firm on the date of the decision which was appealed. US DOT will provide written notice of its decision to GTrans, the firm, and the complainant in an ineligibility complaint. The notice will include the reasons for US DOT's decision. It is US DOT's policy to make a decision within one hundred eighty (180) days of receiving the complete administrative record. All decisions by US DOT are administratively final and are not subject to petitions for reconsideration.

1) Recipient Actions Following US DOT Decision (Sec. 26.91)

The decisions of US DOT are binding on GTrans. Such decisions are not binding, however, on other US DOT grantees. GTrans will take the following actions after US DOT decisions:

- a. If US DOT determines that GTrans erroneously certified a firm, GTrans must

remove the firm's eligibility on receipt of the determination without further proceedings.

- b. If US DOT determines that GTrans erroneously failed to find reasonable cause to remove the firm's eligibility, GTrans will expeditiously commence a proceeding to determine whether the firm's eligibility should be removed.
- c. If US DOT determines that GTrans erroneously declined to certify or remove eligibility of the firm, GTrans must certify the firm effective on the date of receipt of the written notice.
- d. If US DOT determines that GTrans erroneously determined that the presumption of social and economic disadvantage either should or should not be deemed rebutted, GTrans must take appropriate corrective action as determined by US DOT.
- e. If US DOT affirms GTrans's determination, no further action is necessary.
- f. Where US DOT has upheld GTrans's denial of certification or removal of eligibility of a firm, or directed the removal of a firm's eligibility, other grantees with whom the firm is certified may commence proceedings to remove the firm's eligibility. If GTrans receives information on a US DOT decision of DBE eligibility or ineligibility, GTrans will take the US DOT action into account in any certification action involving the firm.

MONITORING AND RECORDKEEPING (Secs. 26.11 & 26.37)

Bidders List (Sec. 26.11c)

GTrans will create and maintain a bidders list consisting of all firms bidding on prime contracts and bidding or quoting subcontracts on US DOT-assisted projects. For every firm, the following information will be included: firm name, firm address, firm status as a DBE or non-DBE, the age of the firm, and the annual gross receipts of the firm.

Monitoring Payments to DBEs (Sec. 26.37b)

GTrans will implement appropriate mechanisms to ensure that its prime contractor and subcontractors comply with DBE program regulatory requirements. GTrans will apply legal and contract remedies available under federal, state and local law.

GTrans will also include a monitoring and enforcement mechanism to verify that the work committed to DBEs at contract award is actually performed by the DBEs. This mechanism will provide for a running tally of actual DBE attainments and include a provision ensuring that DBE participation is credited toward overall or contract goals only when payments are actually made to DBE firms.

Reporting to US DOT (Sec. 26.11b)

GTrans will continue to provide data about the DBE program to US DOT, as required.

Uniform Report of DBE Awards or Commitments and Payments

GTrans will report DBE participation on a semi-annual basis (June 1 and December 1) each year,

using the Uniform Report of DBE Awards/Commitments and Payments. These reports will capture DBE participation for DOT-assisted contracts awarded and actual DBE attainments based on payments made to DBEs on DOT-assisted contracts closed with the respective reporting period. The June 1 report includes information from October 1 through March 31. The December 1 report includes information from April 1 through September 30.

PUBLIC PARTICIPATION AND OUTREACH (Secs. 26.45 & 26.51)

Public Participation (Sec. 26.45g)

GTrans will provide for public participation in establishing an overall annual DBE goal which may include: consultation with minority, women's and general contractor groups; community organizations; and other officials or organizations that may have information concerning the availability of DBE and non-DBE firms; the effects of discrimination on DBE opportunities; and efforts to establish a level playing field for DBE participation. GTrans will publish a notice announcing proposed overall DBE goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at GTrans's principal office for thirty (30) days following the date of the notice, and that GTrans and US DOT will accept comments on such goals for forty-five (45) days from the date of the notice. The notice will include GTrans' address and will be published in general circulation media and will also be posted on GTrans' official internet website, ridegtrans.com.

Outreach Efforts (Sec. 26.51)

GTrans intends to use race-neutral methods to the maximum extent feasible to achieve its annual overall goal. DBE participation that is obtained on contracts which have no specific DBE goal, or where prime contractors use a strictly competitive bidding process, or do not consider the DBE firm's status as a DBE in awarding a subcontract shall be considered race-neutral DBE participation. In addition, GTrans will use the following measures, as appropriate:

- a) Use of online advertising services such as DBEGoodFaith.com and DBE Compliance News (compliancenes.com) to increase outreach to small, minority, women and disabled veteran's business communities.
- b) The removal of unnecessary and unjustified bundling of contract requirement.
- c) Assisting in overcoming limitations in bonding;
- d) Add DBE resource page to RideGTrans.com. This would provide information on how to apply as a DBE, current solicitations, current workshops, DBE resources.
- e) Advertise in numerous local media including local newspapers.
- f) Work with Gardena Business Advisory Council (GBAC) to coordinate efforts to assist local DBE Gardena and South bay based businesses for small business participation.
- g) Partner with Small Business Development Center at El Camino College
 - i. Providing assistance with business development activities including financial ability, technical/business capacity, use of emerging technology and startups in non-traditional business areas for DBE's such as:
 - a. Seminars/Workshops for Contractors (SBA)
 - b. Writing a Winning bid
 - i. Providing assistance with filling out bid certifications
 - ii. Providing firms with bidding assistance, such as holding mock workshops on the bidding process or providing assistance with plan reading, bidding and estimating, job costing, and writing/designing statements of

qualifications.

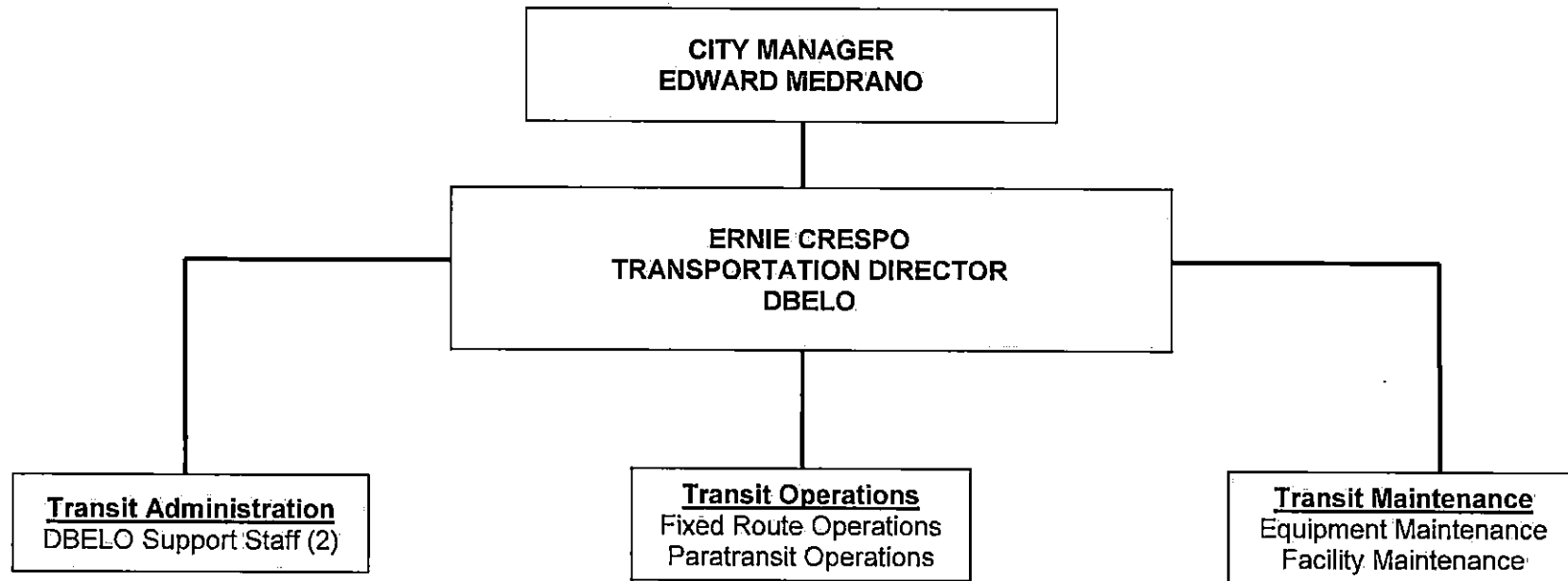
ii. Developing an annual Small Business Fair

1. Partners: GTrans, SBA, Los Angeles Metro, Gardena Economic Development

- c. Facilitating ease of DBE application process: Providing information on where to apply, how to fill out the applications.
- d. Facilitating Gardena's DBE outreach with larger transportation agencies that could bring business to Gardena small businesses, ie – information on Los Angeles Metro's "Meet the Primes" events.
- h) Outreach to local Chamber of Commerce by participating in monthly meetings.
- i) Partnering with Community Development Department - Make project information and DBE application information accessible at business licensing locations.
- j) Working on modifications to our City vendor database that would include DBE vendor information. This would enable easier distribution of the DBE directory, as requested. In addition, it would facilitate DBE outreach as well.
- k) Assisting firms in using technology, for CA DBE certification, searching the NAIS directory
- l) Building GTrans DBE Resource Library
 - a. DBE Toolkit

CITY OF GARDENA TRANSPORTATION

Attachment A



Attachment B
City Council Approval



Attachment C

GTrans DBE GOOD FAITH EFFORT REPORT

NAME OF PROJECT: _____

SECTION A - BIDDER INFORMATION:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone: _____

Email Address: _____

Age of Firm (Number of Years in Business): _____ Years

Annual Gross Receipts of the Firm: _____ Less than \$500,000 _____ \$500,000 to \$1 million
_____ \$1 million to \$2 million _____ \$2 million to \$5 million
_____ Over \$5 million

Is your firm Certified: Yes _____ No: _____ If certified, Certification Number: _____

Type of Certification _____ DBE _____ MBE _____ WBE _____ AABE _____ SBE

1. List **ALL SUBCONTRACTORS/SUPPLIERS** that will be utilized on this contract. A Letter of Intent (DBE Form 2) must be submitted for all subcontractors/suppliers listed below within seven (7) business days from the bid date.

Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	Estimated Contract Amount	If Firm is DBE Certified, Provide Certification Number
1.			
2.			
3.			
4.			
5.			
6.			
7.			

(Use Additional Sheets if Necessary)

SECTION B – DBE COMMITMENTS

The DBE goal on this project is: _____ %

1. The undersigned bidder has satisfied the requirements of the bid specification in the following manner (please check the appropriate space:

_____ The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract. *(If contractor is unable to meet the goal, please fill out Section C and submit documentation demonstrating good faith efforts).*

2. Name and phone number of person appointed to coordinate and administer the Federal DBE requirements on this project.

Name: _____

Title: _____

Phone Number: _____

IF DBE GOAL WAS MET, PROCEED TO PAGE 4 AND SIGN THE GFEP. IF GOAL WAS NOT MET, PROCEED TO SECTION C.

SECTION C – GOOD FAITH EFFORTS (Fill out only, if the DBE goal was not achieved).

1. List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for this contract by choice of the bidder, subcontractor, or supplier. *Written notices to firms contacted by the bidder for specific scopes of work identified for subcontracting/supply opportunities must be provided to subcontractor/supplier not less than five (5) business days prior to bid/proposal due date.* The following information is required for all firms that were contacted of subcontracting/supply opportunities:

Name & Address of Company	Scope of Work/Supplies to be Performed/ Provided by Firm	If Firm is DBE Certified, Provide Certification Number	Date Written Notice Was Sent and Method (Letter, Fax, E-mail)	Reason Agreement Was Not Reached
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

(Use additional sheets as needed)

In order to verify a bidder's good faith efforts, please provide to the City with copies of the written notices to all firms contacted by the bidder for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above named project. Copies of said notices must be provided to the DBE Liaison within five (5) business days after the bid is due. Such notices shall include information on the plans, specifications and scope of work.

2. Did you attend the pre-bid conference scheduled by the City for this project? _____ Yes _____ No

3. List all DBE listings or directories, contractor associations, and/or any other associations utilized to solicit DBE subcontractors/suppliers:

4. Discuss efforts made to define additional elements of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the goal: _____

5. Indicate advertisement mediums used for soliciting bids from DBEs. (Please attach a copy of the advertisement(s):

6. Discuss efforts made to assist interested DBEs in obtaining bonding, lines of credit, or insurance: _____

7. Discuss efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services: _____

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I FURTHER UNDERSTAND AND AGREE THAT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____ DATE: _____

NOTE:

1. If the DBE goal was not met, the DBE Liaison Officer will evaluate the "good faith efforts" of a firm. The Good Faith Effort Plan for Federally Funded Contracts must be approved by the GTrans DBE Liaison Officer prior to award of contract.
2. If the DBE Liaison determines that the bidder has not made good faith efforts, then the bidder shall have the opportunity to appeal this decision to the City Financial Officer. The CFO shall review the written documentation presented by bidder and determine whether bidder has adequately documented good faith efforts. If the CFO determines that the bidder did not make good faith efforts to meet the goal, this final decision is not administratively appealable to City Manager or City Council.

FOR City of Gardena's GTrans use only

Plan Reviewed by _____ Date: _____
 Signature of DBE Liaison

Recommendation: Approval: _____ Denial: _____

Attachment D

DBE Goal and Goal Setting Methodology



CITY OF GARDENA
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
OVERALL GOAL AND METHODOLOGY
FOR
FEDERAL FISCAL YEARS (FFY) 2019 – 2021
(Covering the period of October 1, 2018 – September 30, 2021)

I. INTRODUCTION

The City of Gardena's - GTrans is required to develop and submit a Disadvantaged Business Enterprise (DBE) Overall Goal for DBE participation as a condition of receiving federal assistance, pursuant to 49 CFR Part 26 "Participation by Disadvantaged Business Enterprises in U.S. Department of Transportation Programs" and the Federal Transportation Administration (FTA) Master Funding Agreement.

II. PROPOSED OVERALL GOAL FOR FFY 2019 – 2021

Effective March 3, 2010, the United States Department of Transportation ("DOT") issued a final rule affecting the implementation and management of the Department's Disadvantaged Business Enterprise ("DBE") program. The final rule, requires submission of a goal-setting methodology on a three-year cycle. Pursuant to this final rule, GTrans is still required to conduct an annual review to account for changes that may warrant an adjustment to the overall goal or make an adjustment based on changed circumstances (i.e. significant change in the legal standards governing the DBE program, new contracting opportunities presented by the availability of new or different grant opportunities, etc.) to ensure the goal and program as a whole are narrowly tailored throughout the goal period. Under the three-year schedule, the GTrans's DBE goal and methodology submission is due to FTA on August 1, 2018 for proposed FTA funded contracting activities for Federal Fiscal Years (FFY) 2019-21. **GTrans overall goal for the FFYs 2019, 2020, and 2021 is 7.0%.** The overall goal is expressed as a percentage of all FTA-assisted funds that GTrans will expend to applicable FTA-assisted contracts in the triennial goal period.

III. LOCAL MARKET AREA

GTrans has defined its local market area as Los Angeles, Orange, Riverside, and San Diego Counties. This is the area in which the substantial majority of the contractors and subcontractors with which GTrans does business are located; and the area in which GTrans spends the substantial majority of its contracting dollars.

IV. DOT-ASSISTED CONTRACTING PROGRAM FOR FFY 2019 – 2021

Table 1 represents all FTA-assisted projects that have possible contracting and subcontracting opportunities considered in the overall goal setting for fiscal years 2019, 2020, and 2021. The projects are anticipated to be awarded during the triennial period. GTrans does not pass any FTA funds to any sub-recipients. The following projects are anticipated to be completed during the FFY 2019-2021 period:

Bus Service Equipment – GTrans has programmed expenses for ongoing bus service equipment including but not limited to: engines, couplings, inverters, driver motors, etc.

Bus Stop – Solar Lighting Project – GTrans will use funds to install solar lighting at select number of bus stops where lighting is not sufficient in the early morning or at night.

Bus Stop – Solar Trash Receptacles – GTrans will use funds to procure Solar-Powered Trash Receptacles that will provide a clean and safe streetscape while reducing the number of collections by refuse trucks.

Energy Storage System for Charging Facility – GTrans will use funds to purchase and install solar generation equipment and an energy system. GTrans will use electricity generated during the day by expanding its existing solar generation system onto its maintenance building to power the buses and store excess electricity in the energy storage system.

Compressed Natural Gas (CNG) Fueling Equipment – GTrans will use funds for the purchase and installation of fueling system, including dispensers, compressors, storage vessels, and equipment that will also include maintenance garage safety detection equipment.

Scheduling, Operations Management, and Payroll Integration Software – GTrans will use funds to purchase a fixed-route bus scheduling and an operations management system, including payroll integration with the City's current financial software system.

Computer Aided Dispatch/Automatic Vehicle Location System – GTrans will use funds to purchase a real-time bus monitoring system that allows for seamless communications with GTrans' Dispatch and Supervisory personnel.

Asset Management/Maintenance Software – GTrans will use funds to purchase asset management software to centrally manage GTrans' assets. The Asset Management/Maintenance Software will help GTrans meet regulatory requirements, optimize parts management and reduce road calls.

Facility Maintenance Equipment (Bus Lifts) – GTrans will use funds to replace existing bus lifts in GTrans' Maintenance Facility.

Tire Lease Services – GTrans will use funds to contract with a vendor to provide bus tire lease services on GTrans' heavy-duty buses.

V. OVERALL GOAL-SETTING METHODOLOGY

The two-step goal-setting process required by the regulations was used to determine the recommended overall goal for FFY 2019 – 2021. The two steps for setting an overall goal are to:

1. Establish a base figure for the relative availability of DBEs; and
2. Determine the base figure adjustment, if necessary

The base figure is intended to be a measurement of the current ready, willing and able DBEs as a percentage of all businesses ready, willing, and able to perform the recipient's anticipated FTA-assisted contracts.

VI. STEP ONE – BASE FIGURE CALCULATION

The annual goal methodology used is in accordance with the U.S. Department of Transportation (DOT) DBE Program Final Rule, 49 Code of Federal Regulation (CFR), Part 26. The two-step goalsetting process has been used to determine the recommended overall goal for FFY 2019 – 2021. Calculations were performed to establish the GTrans Base Figure for the relative availability of Disadvantaged Business

Enterprise (DBEs) in relation to all comparable firms available for GTrans contracting and subcontracting opportunities identified for the next three years. The DBEs are those who by definition in local databases are ready, willing and able to compete for contracts.

Base Figure Calculation Steps

Step 1 - Determine the weight of each type of work by NAICS Code.

Step 2 - Determine the relative availability of DBEs by NAICS Code(s)

Step 3 – Multiply the (Work Type Weight) by (DBE Relative Availability) = Weighted Base Figure

The DBE database used to identify available DBE firms was the California Unified Certification Program (CUCP) Statewide DBE Directory, which is available on the CUCP website. Los Angeles, Orange, Riverside, and San Diego Counties were the areas used to identify the number of DBEs. The United States Census Bureau (2016 Economic Census – Business Patterns) dataset for Los Angeles, Orange, Riverside, and San Diego Counties was used to identify all available firms in the local market area. The majority of the contractors who do business in the City of Gardena are drawn from these nearby areas.

The availability data for each contracting opportunity by NAICS code (North American Industry Classification System) from the California Unified Certification Program (CUCP) database (DBEs available) and from the Census Bureau database (all listed available) are shown in Table 1.

TABLE 1 - CONTRACTING OPPORTUNITIES

Project	NAICS Code	NAICS Description	Available DBEs	All Available Firms	Relative Availability of DBE Firms	Project Federal Funding	Weighted by Budget Expense	% of Project (Weight) X % Relative Availability of DBE Firms
Bus Components	423120	Motor Vehicle Supplies and New Parts Merchant Wholesalers	9	1,354	0.7%	\$167,855.00	2.7%	0.02%
Bus Stop - Solar Lighting Equipment	335122	Commercial, Industrial, and Institutional Electric Lighting Fixture Manufacturing	2	78	2.6%	\$23,500.00	0.4%	0.01%
Bus Stop - Solar Lighting Installation Services	238210	Electrical Contractors and Other Wiring Installation Contractors	152	4,037	3.8%	\$500.00	0.0%	0.00%
Bus Stop - Solar Trash Cans Equipment	326199	All Other Plastics Product Manufacturing	3	386	0.8%	\$96,000.00	1.6%	0.01%
Energy Storage System for Charging Facility	335911	Storage Battery Manufacturing	1	15	6.7%	\$583,117.00	9.5%	0.64%
Solar Panels for Maintenance Building - Equipment	335122	Commercial, Industrial, and Institutional Electric Lighting Fixture Manufacturing	2	78	2.6%	\$510,000.00	8.3%	0.21%
Solar Panels for Maintenance Building - Installation	238210	Electrical Contractors and Other Wiring Installation Contractors	152	4,037	3.8%	\$90,000.00	1.5%	0.06%
CNG Fueling Equipment - Prevailing Wage Consultant	541618	Other Management Consulting Services	437	535	81.7%	\$27,800.00	0.5%	0.37%
CNG Fueling Equipment - Equipment	335999	All Other Miscellaneous Electrical Equipment and Component Manufacturing	7	85	8.2%	\$1,109,000.00	18.1%	1.49%
CNG Fueling Equipment - Maintenance Bay Safety Upgrades	238220	Plumbing, Heating, and Air-Conditioning Contractors	56	4,751	1.2%	\$800,000.00	13.1%	0.15%
CNG Fueling Equipment - Design Engineering	541330	Engineering Services	405	4,146	9.8%	\$200,000.00	3.3%	0.32%
CNG Fueling Equipment - Construction	237120	Oil and Gas Pipeline and Related Structures Construction	22	46	47.8%	\$200,000.00	3.3%	1.56%

Project	NAICS Code	NAICS Description	Available DBEs	All Available Firms	Relative Availability of DBE Firms	Project Federal Funding	Weighted by Budget Expense	% of Project (Weight) X % Relative Availability of DBE Firms
CNG Fueling Equipment - Electrical	237130	Power and Communication Line and Related Structures Construction	42	173	24.3%	\$170,000.00	2.8%	0.67%
CNG Fueling Equipment - Construction	541611	Administrative Management and General Management Consulting Services	703	5,493	12.8%	\$110,000.00	1.8%	0.23%
Management Services	541512	Computer Systems Design Services	265	3,392	7.8%	\$50,000.00	0.8%	0.06%
Scheduling, Operations Management, & Payroll Integration Software								
Asset Management/Maintenance System	511210	Software Publishers	16	738	2.2%	\$300,000.00	4.9%	0.11%
CAD/AVL System	423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers	32	873	3.7%	\$900,000.00	14.7%	0.54%
Shop Equipment - Bus Lifts	811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	12	795	1.5%	\$380,142.00	6.2%	0.09%
Tire Lease	423130	Tire and Tube Merchant Wholesalers	2	145	1.4%	\$400,000.00	6.5%	0.09%
TOTAL			2,320	31,157	7.45%	\$ 6,117,914.00	100%	6.6%¹

¹ Rounded to 7% per FTA guidelines and regulations.

VII. STEP TWO – BASE FIGURE ADJUSTMENT

Adjusting the Base Figure

Upon establishing the Base Figure, GTrans reviewed and assessed other known evidence potentially impacting the relative availability of DBEs within GTrans' market area, in accordance with provisions set forth under 49CFR Part 26.45 Step 2: DBE Goal Adjustment Guidelines. Evidence considered in determining whether or not to adjust the Base Figure included GTrans' past DBE goal attainments, market area disparity studies, and a review of the DBE goal methodology of other transit agencies in GTrans' area with comparable Federal funding and project types. The final determination resulted in no adjustment to the base figure. Determining factors are detailed as follows:

A. Past DBE Goal Attainments

GTrans has experienced challenges in attaining its DBE goal using race-neutral measures for the past three Federal Fiscal Years. GTrans' capital program and associated procurements were delayed due to funding constraints; thus DBE contracting opportunities were limited during this period. Out of the \$8.2M in federal funds spend during Federal Fiscal Years 16, 17 and 19, over 94% were spent on Preventative Maintenance activities which are not considered as part of the available DBE contracting opportunities. Together these factors constrained GTrans' ability to proceed with Federally-funded projects and limited its ability to obtain its overall DBE goal.

Table 3 – Past DBE Goal Attainments

FFY16	FFY17	FFY18
0.0%	0.0%	0.0%
Median DBE Participation: 0.0%		

GTrans considered an adjustment to the Base Figure on historical DBE goal attainments on similar contracts to those contracting opportunities identified and considered in the Overall DBE Goal Analysis for Federal Fiscal Years 2016-2018.

However, GTrans did not adjust the Base Figure due to the aforementioned factors affecting DBE participation. For Federal Fiscal Years 2019-2021 GTrans now has funding in approved FTA grants ready for obligation for the aforementioned projects. Because of this, there will be more

contracting and subcontracting opportunities available for DBE participation and GTrans' DBE goal attainment.

B. Evidence from Disparity Studies

GTrans determined that it was not feasible to conduct its own independent availability/disparity study. Therefore, GTrans identified two recent Disparity Studies from two agencies, Los Angeles County Metropolitan Transportation Authority and the California Department of Transportation.

Los Angeles County Metropolitan Transportation Authority's (Metro) 2017 Disparity Study

The 2017 Los Angeles County Metropolitan Transportation Authority (Metro) Disparity Study was reviewed and considered during the evaluation of adjustment of the Base Figure.

LA Metro's analyses of marketplace conditions determined that minorities, women, minority-owned businesses, and woman-owned businesses encounter substantial barriers in Los Angeles County as well as throughout the nation. The study also discovered that race-based and gender-based disparities exist in terms of obtaining human capital, accruing financial capital, owning businesses, and operating successful businesses. According to the study, there is evidence that those disparities exist even after accounting for various race-neutral and gender-neutral factors such as age, income, education, and familial status. There is also evidence that many disparities are due to race-based and gender-based discrimination.

Metro's study had a substantial emphasis on very large and complex prime and subcontractor construction and engineering contracts which were not similar in scope to the types of projects that GTrans would conduct in the upcoming triennial period.

California Department of Transportation (Caltrans) 2016 Disparity Study

GTrans reviewed and considered the State of California Department of Transportation's (Caltrans) 2016 Disparity Study in its DBE Goal setting analysis. GTrans determined that the study was not applicable to GTrans due to geographic coverage as Caltrans examined opportunities throughout the entire State instead of focusing on a market area similar to the City of Gardena.

The Study's Disparity analysis results indicated that several racial/ethnic and gender groups show disparities on the contracts that Caltrans and subrecipient local agencies awarded during the study period, despite the fact that Caltrans applied DBE contract goals to many of those contracts.

GTrans reviewed the results and determined that the Caltrans Study is not applicable due to the difference in location, specifically Caltrans' study examined opportunities in the entire state of California rather than focusing on a market area similar to the City of Gardena. Additionally, there was a difference in the types of contracting opportunities, specifically by contract type.

Summary

GTrans reviewed the Disparity Study results from LA Metro and Caltrans in the process of determining its overall DBE goal.

GTrans determined that at this time, it will not use any race- or gender-conscious measures as part of the implementation of its DBE program. GTrans is currently managing several procurements that have opportunities for DBE's to propose/bid as a Prime Contractor or Subcontractor and anticipates that the program measures mentioned in this methodology will

significantly assist GTrans in achieving its DBE goal. However, GTrans will continue to review applicable Disparity Studies and consider modifying its DBE Program if it is unable to obtain sufficient DBE participation.

C. DBE Goals of Other Local Agencies

GTrans surveyed the goals of other FTA recipients within our local market area that have similar available Federal funding, contracting programs and transit projects to assess whether an adjustment to our goal could be warranted. GTrans reviewed the following agencies' DBE goals: Torrance Transit, Culver CityBus, and Norwalk Transit. However, after a review of these DBE goals, GTrans has determined that the goals are comparable and an adjustment based on this factor is not warranted.

D. Other Evidence

GTrans did not receive any evidence to the contrary, nor are we aware of any other factors which would have a material effect on the ability of DBEs within our market area to participate (i.e. meet bonding, insurance and financial requirements) in GTrans' FTA-assisted contracting programs. **Thus, no goal adjustment was made in consideration of this factor.** However, GTrans continues to explore and consider all available evidence that would materially affect the opportunities for DBEs to participate in our FTA-assisted contracting programs by expanding our network of communication with DBEs in our region.

VIII. RACE- AND GENDER-NEUTRAL MEASURES

GTrans will use race- and gender-neutral measures to meet the established overall DBE goal for FFY 2019-2021, in conformance with Title 49 CFR Part 26; "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs".

GTrans will implement Race-Neutral measures to meet its Overall DBE Goal objectives in accordance with 49 CFR Part 26.51, including but not limited to:

- Conduct business outreach and communication efforts across the region to encourage the participation and growth of small businesses and minority- and woman-owned businesses.
- Providing technical assistance and other services to small businesses, including DBE firms.
- Distribute DBE directories to prime contractors in procurement solicitation documents for larger scale projects that have potential subcontracting opportunities
- Arranging timely solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBEs and other small business firms' participation.
- Unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own work forces.
- Providing information and communications programs on contracting procedures and specific contract opportunities.
- Facilitate or host outreach efforts including meetings, website communications, advertisements, certification workshops, procurement fairs, other outreach events and workshops.
- Simplify or reduce bonding requirements based on contract type
- Providing assistance to small businesses in overcoming limitations in obtaining bonding, lines of credit and building financing capital.

IX. PUBLIC PARTICIPATION AND FACILITATION

In accordance with Public Participation Regulatory Requirements of Title 49 CFR Part 26, minority, women, local business chambers, and community organizations within the City of Gardena's market area were consulted and provided an opportunity to review the goal analysis and provide input. The City of Gardena prepared Outreach Consultation Letters advising the aforementioned business community of the proposed DBE goal analysis and its availability for review and comment.

Additionally, GTrans held consultation sessions with interested organizations and stakeholders who could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and efforts to establish a level playing field for the participation of DBEs. GTrans staff held public consultation meeting on Tuesday, July 17th, 2018 at GTrans Administration – Operations & Maintenance Facility. GTrans staff presented to two attendees, and no comments were received. GTrans also presented to the City of Gardena's Economic Business Advisory Council on Wednesday, July 18th, 2018. GTrans received the following comments and provided discussion regarding the proposed DBE Goal and Methodology:

- *"What occurs if GTrans does not meet its DBE goal?"*
- *"What were the obstacles to achieving the DBE goal?"*
- *"Does GTrans define the subcomponents of a project or does the prime define that?"*
- *"Would it be prudent for primes to show some type of efforts to get DBE participation?"*
- *"Does GTrans add scoring if a firm is able to get a DBE firm?"*

GTrans' mailed Outreach Consultation Letters to 120 organizations and stakeholders with pertinent logistical information regarding the City's consultation sessions.

GTrans posted the Public Notices at the Ken Nakaoka Community Center, Gardena Mayme Dear Library, and at Gardena City Hall. GTrans also posted the proposed Overall Goal for the FFY 2019-2021 FTA-assisted contracts on its website. The Public Notice informed the public that the proposed goal and rationale were available for inspection at the GTrans' Administrative Office during normal business hours for 30 days following the date of the Public Notice and that GTrans accepted comments on the goal analysis for 45 days from the date of the Public Notice. GTrans gave full consideration to all comments and input and assess its impact on the proposed Overall DBE Goal.



PUBLIC NOTICE

The City of Gardena

NOTICE IS HEREBY GIVEN, that the City of Gardena, (herein referred to as "City") has established a Proposed Overall Triennial Disadvantaged Business Enterprise (DBE) Goal of 5.66% for Federal Fiscal Years (FFYs) 2019 - 2021. The DBE goal is applicable to FTA-assisted contracts scheduled to be solicited and awarded during the period of October 1, 2018 through September 30, 2021. The City will implement its goal utilizing race-neutral measures due to the absence of readily available evidence of discrimination and its effects in its marketplace. And consistent U.S. DOT's concurrence. The City's Proposed Overall Goal and its rationale developed in response to DOT's Disadvantaged Business Enterprise Program Regulations published under Title 49 CFR Part 26 is available for inspection and public review for thirty (30) days following the date of this Notice, from 8:30 a.m. to 5:00 p.m., Pacific Standard Time, Monday through Friday at the City of Gardena's Transportation Administrative Office located at:

13999 S. Western Ave,
Gardena, CA 90249
Phone: (310) 965-8888

The City will also be holding a **DBE Public Consultation Meeting**. This meeting is designed to facilitate receiving input from the City's contracting community, stakeholders, which include minority and women business groups, community organizations, trade associations and other officials or organizations that may have information concerning the availability of disadvantaged businesses and comments on the City's proposed DBE overall goal and corresponding methodology. The meeting will be held at the City's Transportation Administrative Office on:

Tuesday, July 17, 2018 at 6:00 pm PST.

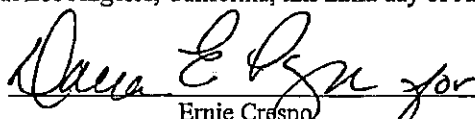
13999 S. Western Ave,
Gardena, CA 90249

Enter on 139th Street for access to the Visitor Parking Lot

Upon request, materials can be provided in alternate languages, and language translation can also be made available. All requests for reasonable accommodations must be made at least three working days (72 hours) in advance of the scheduled meeting date.

The City will accept comments for forty-five (45) days from the date of this Notice. Comments can be forwarded to the City at above stated address or to the Regional Civil Rights Officer, U.S. Department of Transportation, Federal Transportation Administration, Region IX, 90 Seventh Street, Suite 15-300, San Francisco, California 94103-6701.

Dated at Los Angeles, California, this 22nd day of June 2018


Ernie Crespo
DBE Liaison Officer



CITY OF GARDENA

TASHA CERDA, Mayor
RODNEY G. TANAKA, Mayor Pro Tem
MARK 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
ERNIE CRESPO, Director of Transportation

July 3, 2018

RE: Request for Public Participation Review of the City of Gardena – GTrans Disadvantaged Business Enterprise (DBE) Goal for Federal Fiscal Years 2019 – 2021

Dear Community Members and Business Stakeholders:

As a direct recipient of federal funds, the City of Gardena – GTrans developed its Overall Goal for Disadvantaged Business Enterprise (DBE) participation in its Federal Fiscal Years 2019 - 2021 DOT-assisted contracts (FTA). At this time the City would like to invite you to provide feedback and/or comment, relative to the proposed goal calculation and accompanied rationale for the City to review and consider.

As a part of the goal-setting public facilitation process, the City is required to solicit public comment, regarding the goal calculation and rationale. Accordingly, for your review and that of your memberships, the City has enclosed the Public Notice advising businesses of its goal, and the availability to review the goal calculation, rationale and to provide input and comments.

Additionally, for your review and that of your memberships, GTrans is hosting a consultation session to solicit community input starting at 6:00 p.m. Pacific Standard Time, on Tuesday, July 17, 2018 at the City's Transportation office located at:

13999 S. Western Ave.
Gardena, CA 90249
Phone: (310) 965-8888

Mr. Aubrey Smith, Administrative Analyst III, will serve as the contact person for coordinating your participation in the consultation session, the review of the goal-setting methodology and accepting comments. The City is fully committed to fulfilling the spirit and intent of the U.S. DOT DBE Rule, Title 49 CFR Part 26 in all of the City's DOT-assisted contracts. Your support of these efforts is greatly appreciated.

Sincerely,

Ernie Crespo
Transportation Director

Enclosure: Public Notice



Asian Business Association of Los Angeles

767 N. Hill Street, Suite 308
Los Angeles, CA 90012

Black Business Association

P.O. Box 43159
Los Angeles, CA 90043

Asian American Economic Development Enterprises

216 West Garvey Ave. Ste. E.
Monterey Park, CA 91754

Carson Chamber of Commerce

530 E. Del Amo Blvd.
Carson, CA 90746

Cerritos Regional Chamber of Commerce

13259 South Street
Cerritos, CA 90703

Chinese Chamber of Commerce

823 North Hill Street, First Floor
Los Angeles, CA 90012

Greater Los Angeles African American Chamber of Commerce

5100 W. Goldleaf Circle, Suite 203
Los Angeles, California 90056

Japanese Chamber of Commerce of Southern California

1411 W. 190th Street, Suite 380,
Gardena, CA, U.S.A.

Korean Chamber of Commerce

3435 Wilshire Blvd # 2450, Los Angeles, CA 90010

Latin Business Association

1800 W. Beverly Blvd., Suite 201
Montebello, CA 90640

Long Beach Chamber of Commerce

One World Trade Center, Suite 1650
Long Beach, CA 90831

Crescenta Valley Chamber of Commerce

3131 Foothill Blvd., Suite D
La Crescenta, CA 91214

National Association of Women Business Owners

811 W 7th St., Los Angeles, CA 90017

National Association of Women in Construction

800 W. 7th Street, Los Angeles, CA

Los Angeles Area Chamber of Commerce

350 S. Bixel Street
Los Angeles, CA 90017

Signal Hill Chamber of Commerce

2201 E Willow St, Signal Hill, CA 90755

Southern California Minority Supplier Development Council

800 W. 6th St.
Ste. 850
Los Angeles, CA 90017-2711

Century City Chamber of Commerce

2029 Century Park East
Suite 4392
Los Angeles, CA 90067

San Pedro Chamber of Commerce

390 W. 7th Street
San Pedro, CA 90731
(310) 832-7272

Beverly Hills Chamber of Commerce

9400 S. Santa Monica Blvd, 2nd Floor,
Beverly Hills, CA 90210

Chatsworth/Porter Ranch Chamber of Commerce

10038 Old Depot Plaza Road
Chatsworth, CA 91311

Alhambra Chamber of Commerce

104 South First Street
Alhambra, CA 91801
Calabasas Chamber of Commerce
23945 Calabasas Road, Suite 216
Calabasas, CA 91302

Covina Chamber of Commerce

935 W. Badillo Street, Suite #100
Covina, CA, 91722

Arcadia Chamber of Commerce

388 W. Huntington Drive
Arcadia, CA 91007

Catalina Island Chamber of Commerce & Visitors Bureau

P.O. Box 217, Avalon, CA 90704

Duarte Chamber of Commerce

P.O. Box 1438
Duarte, CA 91009-4438

Culver City Chamber of Commerce

6000 Sepulveda Blvd #1260
Culver City, CA 90230

Downey Chamber of Commerce

11131 Brookshire Ave, Downey, CA 90241

Encino Chamber of Commerce

4933 Balboa Blvd., Encino, CA 91316

Gardena Valley Chamber of Commerce

1204 West Gardena Boulevard, Suite E,
Gardena, California 90247

Hawthorne Chamber of Commerce

12519 Crenshaw Blvd.
Hawthorne, CA 90250

L.A. South Chamber of Commerce

335 E. Albertoni Street
Suite 200 Box 832
Carson, CA. 90746

Redondo Beach Chamber of Commerce

119 W Torrance Blvd #2
Torrance, CA 90277

Torrance Area Chamber of Commerce

3480 Torrance Blvd #305, Torrance,
CA 90503

Hemet San Jacinto Valley Chamber of Commerce

615 N. San Jacinto
Hemet, CA 92543

Palm Springs Chamber of Commerce

190 West Amado Road
Palm Springs, CA 92262

Calimesa Chamber of Commerce

PO Box 246
Calimesa, CA 92320

Anza Valley Chamber of Commerce

56481 CA-371
Anza, CA 92539

Indio Chamber of Commerce

100 Civic Center Mall
Indio, CA 92201

Lake Elsinore Valley Chamber of Commerce

132 West Graham Avenue
Lake Elsinore, CA 92530

Jurupa Valley Chamber of Commerce

P.O. Box 3798
Jurupa Valley, CA 92519

Rancho Mirage Chamber of Commerce

71905 Highway 111 Ste H
Rancho Mirage, CA 92270

Norco Area Chamber of Commerce

P.O. Box 844
Norco, CA 92860

Indian Wells Chamber of Commerce

45-200 Club Dr B
Indian Wells, CA 92210

Eastvale Chamber of Commerce

12523 Limonite Ave Suite #440-428
Eastvale, CA 91752

Murrieta/Wildomar Chamber of Commerce

25125 Madison Ave Suite 108
Murrieta, CA 92562

Banning Chamber of Commerce

60 E. Ramsey St.
Banning, CA 92220

Canyon Lake Chamber of Commerce

31658 Railroad Canyon Rd
Canyon Lake, CA 92587

Corona Chamber of Commerce

904 E. 6th St.
Corona, CA 92879

Greater Coachella Valley Chamber of Commerce

1258 6th St.
Coachella, CA 92236

Greater Coachella Valley Chamber of Commerce

182-921 Indio Blvd.
Indio, CA 92201

Greater Coachella Valley Chamber of Commerce

78-495 Calle Tampico
La Quinta, CA 92253

Greater Coachella Valley Chamber of Commerce

68733 Perez Road #C8
Cathedral City, CA 92234

Carlsbad Chamber of Commerce

5934 Priestly Dr
Carlsbad, CA 92008

Coronado Chamber of Commerce

1125 Tenth Street
Coronado, CA 92118

Escondido Chamber of Commerce

720 North Broadway
Escondido, CA 92025

National City Chamber of Commerce

901 National City Blvd.
National City, CA 91950

Oceanside Chamber of Commerce

928 N. Coast Highway
Oceanside, CA 92054

Poway Chamber of Commerce

13381 Poway Road
Poway CA 92064

San Diego East County Chamber of Commerce

201 S. Magnolia Ave.
El Cajon, CA 92020

San Marcos Chamber of Commerce

904 W San Marcos Blvd
San Marcos, CA 92078

Santee Chamber of Commerce

10159 Mission Gorge Rd. Suite F
Santee, CA 92071

Vista Chamber of Commerce

127 Main St
Vista, CA 92084

El Monte/South El Monte Chamber of Commerce

1903 N Durfee Ave.
South El Monte, CA 91733

El Segundo Chamber of Commerce
427 Main Street
El Segundo, CA 90425

Hermosa Beach Chamber of Commerce & Visitors Bureau
1007 Hermosa Ave.
Hermosa Beach, CA 90254

Glendale Chamber of Commerce
701 N. Brand Blvd., Suite 120
Glendale, CA 91203

Glendora Chamber of Commerce
224 N. Glendora Ave.
Glendora, CA 91741-3336

Industry Manufacturers Council
15651 Stafford Street, City of Industry, CA 91744

Hollywood Chamber of Commerce
6255 Sunset Blvd, Ste 150
Hollywood, CA 90028

The Greater Huntington Park Area Chamber of Commerce
6725 Seville Ave.
Huntington Park, CA 90255

Lancaster Chamber of Commerce
554 W. Lancaster Blvd.
Lancaster, CA 93534

Irwindale Chamber of Commerce
16102 Arrow Hwy
P.O. Box 2307
Irwindale, CA 91706

La Cañada Flintridge Chamber of Commerce
4529 Angeles Crest Hwy., Ste 102 La Cañada Flintridge, CA 91011

Chamber of Commerce
Seal Beach Chamber of Commerce
201 8th Street, Suite 110, Seal Beach, CA 90740

Azusa Chamber of Commerce
240 West Foothill Blvd.
Azusa, CA 91702

The Greater Irvine Chamber of Commerce
36 Executive Park, Suite 100
Irvine, CA 92614

Southern Orange County Economic Coalition
27758 Santa Margarita Parkway #378
Mission Viejo, CA 92691

Anaheim Chamber of Commerce
2099 S. State College Blvd., Suite 650
Anaheim, CA 92806

Placentia Chamber of Commerce
117 No. Main Street
Placentia, CA 92870

West Orange Chamber of Commerce
8081 Stanton Ave, Buena Park, CA 90620

Brea Chamber of Commerce
1 Civic Center Circle
2nd Floor
Brea, CA 92821

Laguna Chamber of Commerce
357 Glenneyre
Laguna Beach, CA 92651

Tustin Chamber of Commerce
700 W. First Street, Suite 7
Tustin, CA 92780

Lake Forest Chamber of Commerce
26239 Enterprise Court
Lake Forest, CA 92630

Laguna Niguel Chamber of Commerce
30111 Crown Valley Parkway
Suite A
Laguna Niguel, CA 92677

Westminster Chamber of Commerce
14491 Beach Blvd., Ste. B
Westminster, CA 92683

Costa Mesa Chamber of Commerce
1700 Adams Ave., Ste. 101
Costa Mesa, CA 92626
Los Alamitos Area Chamber of Commerce
3231 Katella Avenue
Los Alamitos, CA 90720

Yorba Linda Chamber of Commerce
17670 Yorba Linda Blvd.
Yorba Linda, CA 92886

Cypress Chamber of Commerce
9200 Valley View Street
Business Building, Room 101
Cypress, California 90630

Newport Chamber of Commerce
4343 Von Karman Ave., Ste. 150-W
Newport Beach, CA 92660

Black Chamber of Commerce of Orange County
17891 Cartwright Rd., Suite 100
Irvine, CA 92614

Dana Point Chamber of Commerce
34163 Pacific Coast Highway
Suite 100
Dana Point, CA 92629

Orange Chamber of Commerce
655 S. Main St., Suite 200-310
Orange, CA 92868

Orange County Chinese-American Chamber of Commerce
4605 Barranca Parkway #101-J
Irvine, CA 92604

Fountain Valley Chamber of Commerce
10055 Slater Avenue, Suite 250
Fountain Valley, CA 92708

San Clemente Chamber of Commerce
1231 Puerta Del Sol
Unit 200
San Clemente, CA 92673

Filipino-American Chamber of Chamber of Commerce of Orange County
1748 W Katella Ave
Ste 200
Orange, CA 92867

Fullerton Chamber of Commerce
444 N. Harbor Blvd. #200
Fullerton, CA 92833

San Juan Capistrano Chamber of Commerce
PO Box 1878
San Juan Capistrano, CA 92693

Orange County Hispanic Chamber of Commerce
1 Banting Suite A
Irvine, CA 92618

Garden Grove Chamber of Commerce
12866 Main Street
Suite 102
Garden Grove, CA 92840

Santa Ana Chamber of Commerce
1631 W. Sunflower Ave., Suite C-35
Santa Ana, CA 92704

National Association of Women Business Owners
2304 Huntington Drive, Suite #210
San Marino, CA 91108

Huntington Beach Chamber of Commerce
2134 Main Street
Suite 100
Huntington Beach CA, 92648

Mission Viejo Chamber of Commerce
23052-H Alicia Parkway, Ste 218
Mission Viejo, CA 92692

Associated Builders and Contractors of Southern California
1400 N. Kellogg Drive, Suite A
Anaheim, CA 92807

Aliso Viejo Chamber of Commerce
92 Argonaut, Suite 120
Aliso Viejo, CA 92656

Orange County Business Council
2 Park Plaza
Suite 100
Irvine, CA 92614

La Habra Chamber of Commerce
321 E. La Habra Blvd.
La Habra, CA 90631

Murrieta Chamber of Commerce
25125 Madison Ave Suite 108
Murrieta, CA 92562

Menifee Valley Chamber of Commerce
29737 New Hub Drive, Suite #102
Menifee, CA 92586

Cathedral City Chamber of Commerce
68733 Perez Road #C8, Cathedral City, CA 92234

Moreno Valley Chamber of Commerce
12625 Frederick Street, Suite E-3
Moreno Valley, CA 92553-5253
La Quinta Chamber of Commerce
78-495 Calle Tampico, La Quinta, CA 92253

Beaumont Chamber of Commerce
726 Beaumont Ave, Beaumont, CA 92223

Perris Valley Chamber of Commerce
227 North D St. Suite A
Perris, California 92570

Desert Hot Springs Chamber of Commerce
65-950 Pierson Blvd.
Desert Hot Springs, CA 92240

Blythe Chamber of Commerce
207 E. Hobsonway
Blythe, CA 92225

Temecula Valley Chamber of Commerce
26790 Ynez Court, Ste. A
Temecula, CA 92591

Palm Desert Area Chamber of Commerce
72559 Highway 111, Palm Desert, CA 92260

Greater Riverside Chambers Chamber of Commerce
3985 University Avenue, Riverside, California 92501

Crenshaw Chamber of Commerce
P.O. Box 8193
Los Angeles, CA 90008

CITY OF GARDENA'S WEBSITE – PUBLIC NOTICE SCREENSHOT

← → C www.cityofgardena.org

Gardena Events Agendas & Minutes Employment Opportunities Elected Officials



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Businesses >

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Q



Find a listing of all recreational activities and events going on in the City!

The City of Gardena provides a wide variety of ways for the public to stay informed and to participate in what is going on in the community. Stay informed and let your voice be heard.

The Human Resources Division is responsible for personnel, labor relations and employment and training services and offers various types of employment opportunities.

To provide leadership and resources that ensure the highest quality of life possible for residents, support business development, welcome visitors, and establish a positive work environment for City employees.

Online Services

Gardena Direct

Business License

Garage Sale Permit

File Police Report

Pay your Citations

Alarm Permit

Permits Inspections



Gardena provides a wide variety of ways for the public to stay informed and to participate in what is going on in the community. Stay informed and let your voice be heard. Improve your community. Report an issue and watch it get fixed.

[Click Here!](#)

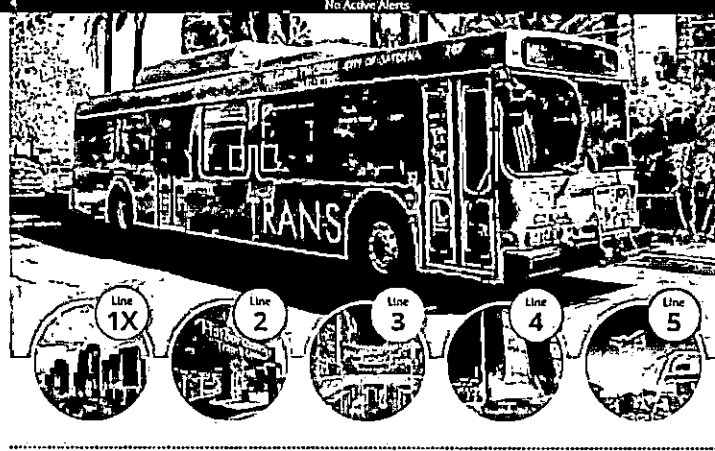
Featured Stories



Scroll through our featured stories to stay up-to-date with all our current events and information going on in the city.

Type here to search

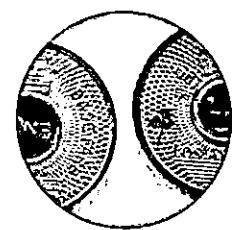
6:53 PM 6/22/2018



Public Notice: DBE
Proposed Goal for
Federal FY 19-21



Memorial Day
Schedule



Metro Token Phase-
Out



CITY OF
GARDENA

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Select Language



ROUTES & SCHEDULES

FARES

NEWS & ALERTS

CONTACT US

Start Address

End Address

Destination

06/22/2018

3:45 pm

No Active Alerts

Public Notice: DBE Proposed Goal for Federal FY-19-21



GTrans has established a Proposed Overall Triennial Disadvantaged Business Enterprise (DBE) Goal of 5.66% for Federal Fiscal Years (FFYs) 2019-2021. GTrans Overall Goal and its rationale developed in response to DOT's DBE Program Regulations is available for inspection and public review for thirty (30) days following the date of this Notice, from 8:30 am to 5:00 pm, Pacific Standard Time, Monday through Friday at the City of Gardena's Transportation Administrative Office located at 13999 S. Western Ave., Gardena, CA 90249.

GTrans will also be holding a DBE Public Consultation meeting that is designed to facilitate receiving input from business and community members. This meeting will be held at GTrans' Transportation Administrative Office located at 13999 S. Western Ave., Gardena, CA 90249 on Tuesday, July 17, 2018 at 6:00 pm PST.

For more information regarding the proposed overall DBE goal, you may reference the following:

Goal Methodology

Public Notice

How to do Business with GTrans



3:45 PM
6/22/2018



Public Notice: DBE Proposed Goal for Federal FY 19-21

GTrans has established a Proposed Overall Triennial Disadvantaged Business Enterprise (DBE) Goal of 5.66% for Federal Fiscal Years (FFYs) 2019-2021. GTrans Overall Goal and its rationale developed in response to DOT's DBE Program Regulations is available for inspection and public review for thirty (30) days following the date of this Notice, from 8:30 am to 5:00 pm, Pacific Standard Time, Monday through Friday at the City of Gardena's Transportation Administrative Office located at 13999 S. Western Ave., Gardena, CA 90249.

GTrans will also be holding a DBE Public Consultation meeting that is designed to facilitate receiving input from business and community members. This meeting will be held at GTrans' Transportation Administrative Office located at 13999 S. Western Ave., Gardena, CA 90249 on **Tuesday, July 17, 2018 at 6:00 pm PST.**

For more information regarding the proposed overall DBE goal, you may reference the following:

[Goal Methodology](#)

[Public Notice](#)

[How to do Business with GTrans](#)

Memorial Day Schedule

[Read More](#)

Metro Token Phase-Out

[Read More](#)



City of Gardena's – GTrans

Disadvantaged Business Enterprise (DBE) Goal and Methodology Public Consultation Meeting

Tuesday, July 17, 2018 @ 6:00 pm PST

1. Introductions
2. Overview of DBE Goal Setting Process
3. DBE Goal Setting Methodology
4. Proposed DBE Goal
5. Questions/Comments
6. Next Steps



Gardena Economic Business Advisory Council

Wednesday, July 18, 2018 ♦ 4:00 pm
G-Trans – 13999 S. Western Avenue (Ballenger Room)

AGENDA

- 1. Call to Order**
- 2. Approval of Minutes**
 - **March 2018**
 - **May 2018**
- 3. GTRANS Presentation on DBE Goal and Methodology for FY 2019-21**
- 4. Staff Communications**
 - **Fiscal Year Budget Review and City Priorities**
 - **SBWIB Nomination**
 - **Introduction of Economic Development Manager**
 - **Gardena Real Estate Overview**
 - **Marketing Package**
 - **Brokerage Outreach Update**
 - **Private Business Outreach Update**
 - **Property Owner Outreach Update**
- 5. Council Communications**
- 6. New Business**
- 7. Next Meeting – September 19, 2018 at 4:00 pm**
- 8. Adjournment**

AGENDA CITY OF GARDENA Regular CITY COUNCIL MEETING

Council Chamber at City Hall, 1700 W. 162nd Street, Gardena, California

Website: www.cityofgardena.org

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



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

July 24, 2018

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. 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. The public has the opportunity to address the City Council 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.

Pursuant to California Government Code Section 54953(b)(3), any member of the public wishing to address the legislative body directly pursuant to California Government Code Section 54954.3 may do so at each teleconference location at the time the item is considered.

CELLPHONES AND OTHER DISTRACTIONS: Use of cell phones, pagers and other communication devices is prohibited while the Council Meeting is in session. Please turn all devices off or place on a silent alert and leave the Chambers to use. During the meeting, please refrain from applause or other actions that may be disruptive to the speakers and the conduct of City business.

Thank you for your attendance and cooperation.

1. ROLL CALL

2. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL
EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

- (1) Bates, Demetrius v. City of Gardena
Los Angeles Superior Court Case No. 689888
- (2) Gardena Valley Assembly of God Church v. City of Gardena, et al
Los Angeles Superior Court Case No. Y0073006

3. PLEDGE OF ALLEGIANCE & INVOCATION

A. PLEDGE OF ALLEGIANCE

Daisy Rojas and Alexa Rojas
Participants in the Summer Day Camp at Freeman Park,
sponsored by the City of Gardena Recreation Division

B. INVOCATION

The Reverend John E. Ward, Senior Pastor/Minister of Music
First Southern Baptist Church of Gardena

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

- (1) Gardena Military Veteran Recognition to Honor Veteran Hector Hernando Burgos, who served in the Army National Guard. Mr. Burgos was chosen at the recommendation of Councilmember Dan Medina *(to be accepted by Mr. Burgos)*
- (2) Certificate of Special Recognition to Junipero Serra High School Girls Track and Field Team, Winners of the 2018 California Interscholastic Federation (CIF) Division IV Track and Field Championship and Winners of the 2018 California State Girls Track and Field Championship; and to their Head Coach Christopher Calvin, named the 2018 MileSplit California State Girls Track and Field Coach of the Year *(to be accepted by Serra High Team Members and Head Coach)*
- (3) Certificate of Commendation to Police Sergeant Sergio Borbon in Special Recognition of his Retirement after over 30 years of Service with the City of Gardena *(to be accepted by Sergeant Borbon)*

B. PROCLAMATIONS – No Items

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

C. **APPOINTMENTS**

- (1) Council Appointments to Commissions, Committee, Board, and Council (Commission Appointees to be Ratified and Sworn in; Committee, Board and Council 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, Landlord 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) City Council Regular Meeting, July 10, 2018
- (2) Affidavit of Posting Agenda on July 20, 2018

C. **CITY TREASURER**

- (1) Approval of Warrants / Payroll Register
 - (a) July 24, 2018

D. **CITY MANAGER**

- (1) Personnel Report No. P-2018-13
- (2) Authorization to Purchase a 2018 KIA Niro Plug-In Hybrid (PHEV) EX Premium in the Amount Not to Exceed \$39,000

6. **EXCLUDED CONSENT CALENDAR**

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

A. **JULY 17, 2018. MEETING – Meeting Cancelled**

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. ELECTED & ADMINISTRATIVE OFFICES

- (1) RESOLUTION NO. 6338, Amending the list of Authorized Games and Authorizing the Play of Certain Games in Licensed Card Clubs

Staff Recommendation: Adopt Resolution No. 6338

- (2) Re-Appointment of Representative to the South Bay Workforce Investment Board (SBWIB)

Staff Recommendation: Approve Re-Appointment to Business Private Sector Seat of SBWIB

B. GENERAL SERVICES

- (1) ORDINANCE NO. 1798, Amending Sections 15.44.020, 15.44.040, 15.44.050 of the Gardena Municipal Code to Eliminate Out-of-date Cross-References

Staff Recommendation: Introduce Ordinance No. 1798

- (2) Authorize Payment of \$30,601 to TECS Environmental Compliance Services for MS4 Permit Related Activities

Staff Recommendation: Authorize Payment

C. POLICE – No Items

D. RECREATION, HUMAN SERVICES, PARKS & FACILITIES

- (1) RESOLUTION NO. 6337, Approval of Amendment 02 to Local Agreement Number CCTR-7077 with the California Department of Education for FY 2017-18

Staff Recommendation: Adopt Resolution No. 6337

E. TRANSPORTATION

- (1) Approve Disadvantaged Business Enterprise Goal for Federal Fiscal Year 2019-21

Staff Recommendation: Approve MOU

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS

A. COUNCIL ITEMS

- (1) Verbal Report: Attendance at the Independent Cities Association (ICA) Summer Seminar, July 13-15, 2018, in Carlsbad, CA (*To be given by Council Member Mark E. Henderson*)

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

B. COUNCIL DIRECTIVES

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

D. COUNCIL REMARKS

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

10. ANNOUNCEMENTS

11. REMEMBRANCES

Mrs. Koko Nishi, 96 years old, longtime resident of the Gardena/Torrance area, who was very active in the Gardena Buddhist Church where she taught the Urasenke Tea Ceremony for over 20 years. She is survived by two sons, two daughters, eight grandchildren, and ten great-grandchildren.

12. ADJOURNMENT

The Gardena City Council will adjourn to a Regular City Council Meeting, at 7:00 p.m., on Tuesday, August 14, 2018.

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 20th day of July, 2018

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk



**City of Gardena
City Council Meeting**

Agenda Item No. 8.E. (1)

Department: Transportation

Meeting Date: July 24, 2018

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: Approve Disadvantaged Business Enterprise Goal for Federal Fiscal Year 2019-21

<u>COUNCIL ACTION REQUIRED:</u> Approve Goal and Computation Methodology	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u> The City of Gardena's GTrans recommends that Council approve the attached Federal Fiscal Year (FFY) 2019-21 Disadvantaged Business Enterprise (DBE) Goal and Goal Computation Methodology for GTrans for submittal to the Federal Transit Administration (FTA). GTrans is required to develop and submit an Overall Goal for Disadvantaged Business Enterprise participation on U.S. Department of Transportation - FTA assisted contracts every three years, as a condition of receiving federal financial assistance, pursuant to regulations set forth under Title 49 CFR Part 26: "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" and directives issued by the FTA. Attached is GTrans' FFY 2019-21 DBE Goal and Goal Computation Methodology that has been prepared in accordance with federal regulations. The overall goal that has been set for GTrans in FFY 2019-21 for all FTA-assisted procurements (excluding buses and preventative maintenance) is 5.66%. This goal applies only to anticipated federally-funded procurements (excluding buses and preventative maintenance) during the FFY 2019-2021. A public comment period on the FFY 2019-21 DBE Goal and Goal Computation Methodology was recently completed, which included a public meeting held on July 17, 2018 at GTrans' Administrative Offices. GTrans' staff also presented the DBE FFY 2019-21 DBE Goal and Goal Computation Methodology to the City of Gardena Economic Business Advisory Council (GEBAC). Therefore, it is recommended that Council approve GTrans FFY 2019-21 DBE Goal and Goal Computation Methodology, as contained in Attachment A, for final submittal to the FTA.	
<u>FINANCIAL IMPACT/COST:</u> There is no impact to the General Fund.	
<u>ATTACHMENTS:</u> A. FFY 2019-21 DBE Goal and Goal Computation Methodology	
Submitted by <u>Ernie Crespo</u> , Ernie Crespo, Transportation Director Date <u>7/18/18</u>	
Concurred by <u>Edward Medrano</u> , Edward Medrano, City Manager Date <u> / / </u>	



CITY OF GARDENA
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
OVERALL GOAL AND METHODOLOGY
FOR
FEDERAL FISCAL YEARS (FFY) 2019 – 2021
(Covering the period of October 1, 2018 – September 30, 2021)

I. INTRODUCTION

The City of Gardena's - GTrans is required to develop and submit a Disadvantaged Business Enterprise (DBE) Overall Goal for DBE participation as a condition of receiving federal assistance, pursuant to 49 CFR Part 26 "Participation by Disadvantaged Business Enterprises in U.S. Department of Transportation Programs" and the Federal Transportation Administration (FTA) Master Funding Agreement.

II. PROPOSED OVERALL GOAL FOR FFY 2019 – 2021

Effective March 3, 2010, the United States Department of Transportation ("DOT") issued a final rule affecting the implementation and management of the Department's Disadvantaged Business Enterprise ("DBE") program. The final rule, requires submission of a goal-setting methodology on a three-year cycle. Pursuant to this final rule, GTrans is still required to conduct an annual review to account for changes that may warrant an adjustment to the overall goal or make an adjustment based on changed circumstances (i.e. significant change in the legal standards governing the DBE program, new contracting opportunities presented by the availability of new or different grant opportunities, etc.) to ensure the goal and program as a whole are narrowly tailored throughout the goal period. Under the three-year schedule, the GTrans's DBE goal and methodology submission is due to FTA on August 1, 2018 for proposed FTA funded contracting activities for Federal Fiscal Years (FFY) 2019-21. **GTrans overall goal for the FFYs 2019, 2020, and 2021 is 5.66%.** The overall goal is expressed as a percentage of all FTA-assisted funds that GTrans will expend to applicable FTA-assisted contracts in the triennial goal period.

III. LOCAL MARKET AREA

GTrans has defined its local market area as Los Angeles, Orange, Riverside, and San Diego Counties. This is the area in which the substantial majority of the contractors and subcontractors with which GTrans does business are located; and the area in which GTrans spends the substantial majority of its contracting dollars.

IV. DOT-ASSISTED CONTRACTING PROGRAM FOR FFY 2019 – 2021

Table 1 represents all FTA-assisted projects that have possible contracting and subcontracting opportunities considered in the overall goal setting for fiscal years 2019, 2020, and 2021.

Table 1 – FTA-assisted Contracting Opportunities

Description of Work	NAICS Category	Budgeted Amount	Amount of Federal Funding
1. Bus Components	423120	\$167,855	\$167,855
2. Bus Stop Amenities	238990	\$150,000	\$120,000
3. Facility Infrastructure	237120 541310 541330	\$3,546,000	\$2,616,800
4. Information Systems	423430	\$4,300,000	\$1,700,000
5. Shop Equipment	811310	\$380,142	\$380,142
6. Tire Lease	423130	\$400,000	\$400,000

V. OVERALL GOAL-SETTING METHODOLOGY

The two-step goal-setting process required by the regulations was used to determine the recommended overall goal for FFY 2019 – 2021. The two steps for setting an overall goal are to:

1. Establish a base figure for the relative availability of DBEs; and
2. Determine the base figure adjustment, if necessary

The base figure is intended to be a measurement of the current ready, willing and able DBEs as a percentage of all businesses ready, willing, and able to perform the recipient's anticipated FTA-assisted contracts.

VI. STEP ONE – BASE FIGURE CALCULATION

The annual goal methodology used is in accordance with the U.S. Department of Transportation (DOT) DBE Program Final Rule, 49 Code of Federal Regulation (CFR), Part 26. The two-step goalsetting process has been used to determine the recommended overall goal for FFY 2019 – 2021. Calculations were performed to establish the GTrans Base Figure for the relative availability of Disadvantaged Business Enterprise (DBEs) in relation to all comparable firms available for GTrans contracting and subcontracting opportunities identified for the next three years as noted in Table 1. The DBEs are those who by definition in local databases are ready, willing and able to compete for the number of contracts as in Table 2.

The DBE database used to identify available DBE firms was the California Unified Certification Program (CUCP) Statewide DBE Directory, which is available on the CUCP website. Los Angeles, Orange, Riverside, and San Diego Counties were the areas used to identify the number of DBEs. The United States Census Bureau (2016 Economic Census – Business Patterns) for Los Angeles, Orange, Riverside, and San Diego Counties was used to identify all available firms in the local market area. The majority of the contractors who do business in the City of Gardena are drawn from these nearby areas.

The availability data for each contracting opportunity by NAICS code (North American Industry Classification System) from the California Unified Certification Program (CUCP) database (DBEs available) and from the Census Bureau database (all listed available) are listed as follows:

1. Bus Components

Motor Vehicle Supplies and New Parts Merchant Wholesalers (#423120)

DBEs Available: 9 (Vehicle Supplies/Parts Wholesalers)
All Firms Available: 1,354 (Vehicle Supplies/Parts Wholesalers) = 0.66 %

2. Bus Stop Amenities

All Other Specialty Trade Contractors (#238990)

DBEs Available: 174 (Specialty Trade Contractors)
All Firms Available: 1,438 (Specialty Trade Contractors) = 12.10 %

3. Facility Infrastructure

Oil and Gas Pipeline and Related Structures Construction (#237120)

DBEs Available: 21 (Construction) + 111 (Architecture) + 402 (Engineering) = 534
All Firms Available: 46 (Construction) + 1,805 (Architecture) + 4,146 (Engineering) = 5,997 = 8.90 %

4. Information Systems

Computer and Computer Peripheral Equipment and Software Merchant Wholesalers (#423430)

DBEs Available: 21 (Computer Merchant Wholesalers)
All Firms Available: 873 (Computer Merchant Wholesalers) = 2.41 %

5. Shop Equipment

Commercial and Industrial Machinery and Equipment Repair and Maintenance (#811310)

DBEs Available: 15 (Commercial Machinery Repair)
All Firms Available: 795 (Commercial Machinery Repair) = 1.89 %

6. Tire Lease

Tire and Tube Merchant Wholesalers (#423430)

DBEs Available: 3 (Tire Merchant Wholesalers)
All Firms Available: 145 (Tire Merchant Wholesalers) = 2.07 %

Table 2 – DBE Availability

Project	NAICS	Available DBEs	All Available Firms	Relative Availability as %	Project Federal Funding	DBE Federal Funding
1. Bus Components	423120	9	1,354	0.66%	\$167,855.00	\$1,115.73
2. Bus Stop Amenities	238990	174	1,438	12.10%	\$120,000.00	\$14,520.17
3. Facility Infrastructure	237120 541310 541330	534	5,997	8.90%	\$2,616,800.00	\$233,011.71
4. Information Systems	423430	21	873	2.41%	\$1,700,000.00	\$40,893.47
5. Shop Equipment	333921	15	795	1.89%	\$380,142.00	\$7,172.49
6. Tire Lease	423130	3	145	2.07%	\$400,000.00	\$8,275.86
DBE Federal Funding Calculation: Bus Components: $9/1,354 = 0.66\% \times \$167,855 = \$1,115.73$ Bus Stop Amenities: $174/1,438 = 12.10\% \times \$120,000 = \$14,520.17$ Facility Infrastructure: $534/5,997 = 8.90\% \times \$2,616,800 = \$233,011.71$ Information Systems: $21/873 = 2.41\% \times \$1,700,000 = \$40,893.47$ Shop Equipment: $15/795 = 1.89\% \times \$380,142 = \$7,172.49$ Tire Lease: $3/145 = 2.07\% \times \$400,000 = \$8,275.86$						
Total Base Figure (DBE Federal Funding):						\$304,989.42
Total Federal Funding Opportunities Available to DBEs (From Table 1)						\$5,384,797.00
DBE Goal = Total Base Figure / Total Federal Funding Opportunity						5.66%

VII. STEP TWO – BASE FIGURE ADJUSTMENT

Adjusting the Base Figure

Upon establishing the Base Figure, GTrans reviewed and assessed other known evidence potentially impacting the relative availability of DBEs within GTrans' market area, in accordance with provisions set forth under 49CFR Part 26.45 Step 2: DBE Goal Adjustment Guidelines. Evidence considered in determining whether or not to adjust the Base Figure included GTrans' past DBE goal attainments, market area disparity studies, and a review of the DBE goal methodology of other transit agencies in GTrans' area with comparable Federal funding and project types. The final determination resulted in no adjustment to the base figure. Determining factors are detailed as follows:

A. Past DBE Goal Attainments

GTrans has experienced challenges in attaining its DBE goal using race-neutral measures for the past three federal fiscal years. GTrans' capital program was severely limited because of agency staffing vacancies, and its ability to obligate Federal Section 5307 FFY 16 and FFY 17 formula

funds in Federal grants. Together these two factors constrained GTrans' ability to proceed with Federally-funded projects and limited its ability to obtain its overall DBE goal.

Table 3 – Past DBE Goal Attainments

FFY16	FFY17	FFY18
0.0%	0.0%	0.0%
Median DBE Participation: 0.0%		

GTrans considered an adjustment to the Base Figure on historical DBE goal attainments on similar contracts to those contracting opportunities identified and considered in the Overall DBE Goal Analysis for federal fiscal years 2016-2018.

However, GTrans did not adjust the Base Figure due to the aforementioned factors affecting DBE participation. GTrans anticipates that as staffing and funding constraints are now addressed, there will be more contracting and subcontracting opportunities available for DBE participation and GTrans' DBE goal attainment.

B. Evidence from Disparity Studies

GTrans determined that it was not feasible to conduct its own independent availability/disparity study. The 2017 Los Angeles County Metropolitan Transportation Authority (Metro) Disparity Study was reviewed and considered during the evaluation of adjustment of the Base Figure.

LA Metro's analyses of marketplace conditions determined that minorities, women, minority-owned businesses, and woman-owned businesses encounter substantial barriers in Los Angeles County as well as throughout the nation. The study also discovered that race-based and gender-based disparities exist in terms of obtaining human capital, accruing financial capital, owning businesses, and operating successful businesses. According to the study, there is evidence that those disparities exist even after accounting for various race-neutral and gender-neutral factors such as age, income, education, and familial status. There is also evidence that many disparities are due to race-based and gender-based discrimination.

Metro's study had a substantial emphasis on very large and complex prime and subcontractor construction and engineering contracts which were not similar in scope to the types of projects that GTrans would conduct in the upcoming triennial period. Other available disparity studies conducted in our market area will be considered during the next review and calculation of GTrans' DBE goal.

C. DBE Goals of Other Local Agencies

GTrans surveyed the goals of other FTA recipients within our local market area that have similar available Federal funding, contracting programs and transit projects to assess whether an adjustment to our goal could be warranted. GTrans reviewed the following agencies' DBE goals: Torrance Transit, Culver CityBus, and Norwalk Transit. However, after a review of these DBE goals, GTrans has determined that the goals are comparable and an adjustment based on this factor is not warranted.

D. Other Evidence

GTrans did not receive any evidence to the contrary, nor are we aware of any other factors which would have a material effect on the ability of DBEs within our market area to participate (i.e. meet bonding, insurance and financial requirements) in GTrans' FTA-assisted contracting programs. Thus, no goal adjustment was made in consideration of this factor. However, GTrans continues to explore and consider all available evidence that would materially affect the opportunities for DBEs to participate in our FTA-assisted contracting programs by expanding our network of communication with DBEs in our region.

VIII. RACE- AND GENDER-NEUTRAL MEASURES

GTrans will use race- and gender-neutral measures to meet the established overall DBE goal for FFY 2019-2021, in conformance with Title 49 CFR Part 26; "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs".

GTrans will implement Race-Neutral measures to meet its Overall DBE Goal objectives in accordance with 49 CFR Part 26.51, including but not limited to:

- Arranging timely solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBEs and other small business firms' participation.
- Unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own work forces.
- Providing technical assistance and other services to small businesses, including DBE firms.
- Providing information and communications programs on contracting procedures and specific contract opportunities.
- Providing assistance to small businesses in overcoming limitations in obtaining bonding, lines of credit and building financing capital.

IX. PUBLIC PARTICIPATION AND FACILITATION

In accordance with Public Participation Regulatory Requirements of Title 49 CFR Part 26, minority, women, local business chambers, and community organizations within the City of Gardena's market area will be consulted and provided an opportunity to review the goal analysis and provide input. The City of Gardena will prepare Outreach Consultation Letters advising the aforementioned business community of the proposed DBE goal analysis and its availability for review and comment.

Additionally, GTrans will hold consultation sessions with interested organizations and stakeholders who could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and your efforts to establish a level playing field for the participation of DBEs. GTrans' Outreach Consultation Letters will provide interested organizations and stakeholders with pertinent logistical information regarding the City's consultation sessions.

The City of Gardena will also post a Public Notice and the City of Gardena's proposed Overall Goal for the FFY 2019-2021 FTA-assisted contracts on its website. The Public Notice will inform the public that the proposed goal and rationale are available for inspection at the GTrans' Administrative Office during normal business hours for 30 days following the date of the Public Notice and that GTrans will accept

comments on the goal analysis for 45 days from the date of the Public Notice. GTrans will give full consideration to all comments and input and assess its impact on the proposed Overall DBE Goal. If no impact and/or comments are received during the public participation process, the Goal will be considered final.

MINUTES
Regular Meeting of the
City of Gardena City Council
Tuesday, July 24, 2018

The regular meeting of the City Council of the City of Gardena, California, was called to order at 7:00 p.m. on Tuesday, July 24, 2018, 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 Rodney G. Tanaka; Council Member Mark E. Henderson; Council Member Art Kaskanian; and Council Member Dan Medina. Other City officials and employees present: City Manager Edward Medrano; City Attorney Peter Wallin; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero. City Treasurer Ingrid Tsukiyama was not in attendance.

At 7:00 p.m., the City Council recessed into Closed Session in the Management Information Center of the Council Chambers at City Hall, with the following in attendance: Mayor Tasha Cerda; Mayor Pro Tem Rodney G. Tanaka; Council Member Mark E. Henderson; Council Member Art Kaskanian; Council Member Dan Medina; City Manager Edward Medrano; and City Attorney Peter Wallin.

2. CLOSED SESSION

**A. CONFERENCE WITH LEGAL COUNSEL
EXISTING LITIGATION**

Government Code Section 54956.9(d)(1)

- (1) Bates, Demetrius v. City of Gardena
Los Angeles Superior Court Case No. 689888
- (2) Gardena Valley Assembly of God Church v. City of Gardena
Los Angeles Superior Court Case No. Y0073006

Mayor Cerda reconvened the meeting to the Regular Open Session at 7:47 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 Closed Session, he stated that, yes, the City Council had unanimously approved the settlement of the case of Bates v. City of Gardena in the amount of \$99,000; an Officer involved shooting case.

3. PLEDGE OF ALLEGIANCE & INVOCATION

A. PLEDGE OF ALLEGIANCE

Sisters Daisy and Alexa Rojas, led the Pledge of Allegiance. They are participants in the Summer Day Camp at Freeman Park, sponsored by the City of Gardena Recreation Division. They introduced their parents, who brought them to the Council meeting to lead the pledge.

B. INVOCATION

Reverend John E. Ward, Senior Pastor / Minister of Music at First Southern Baptist Church of Gardena, gave the Invocation.

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

- (1) Gardena Military Veteran Recognition to Honor Veterans Mr. Hector Hernando Burgos, who served in the Army National Guard. Mr. Burgos was chosen at the recommendation of Councilmember Dan Medina. *Councilmember Medina spoke, saying some kind words and of how he came to meet Mr. Burgos. Mayor Cerda read a brief Biography. Then, Council Member Medina presented Mr. Burgos with a City of Gardena Veterans Commemorative Coin. Mr. Burgos was given an opportunity to speak and appropriate photos were taken.*
- (2) Certificate of Special Recognition to Junipero Serra High School Girls Track and Field Team, Winners of the 2018, California Interscholastic Federation (CIF) Division IV Track and Field Championship and Winners of the 2018 California State Girls Track and Field Championship; and to their Head Coach Christopher Calvin, named the 2018 MileSplit California State Girls Track and Field Coach of the Year – *Postponed, to be presented at the August 14, 2018, Regular City Council Meeting*
- (3) Certificate of Commendation to Police Sergeant Sergio Borbon in Special Recognition of his Retirement after over 30 years of Service with the City of Gardena – *accepted by Sergeant Sergio Borbon*

B. PROCLAMATIONS – *No Items*

C. APPOINTMENTS - *No appointments were made*

- (1) Council Appointments to Commissions, Committees, Board, and Council (Commission Appointees to be Ratified and Sworn in; Committees, Board and Task Force 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, Landlord 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 Regular Meeting, July 10, 2018
- (2) Approved: Affidavit of Posting Agenda on July 20, 2018

CONSENT CALENDAR

5.B.(1)(a)
08/14/2018

5. CONSENT CALENDAR (Continued)

C. CITY TREASURER

(1) Approved: Warrants / Payroll Registers

(a) July 24, 2018: Wire Transfer: 11694-11697; Prepays No. 150062-150069 and Check Nos. 150070-150279; for a total amount of \$2,558,405.24: Total Payroll Issued July 6, 2018, \$1,568,025.45

D. CITY MANAGER

(1) Approved: Personnel Report No. P-2018-13

(2) Approved: Authorization to Purchase a 2018 KIA Niro Plug-In Hybrid (PHEV) EX Premium in the Amount not to Exceed \$39,000

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

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

Noes: None

Absent: None

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. JULY 17, 2018, MEETING – *Meeting Cancelled*

ORAL COMMUNICATIONS

(1) Rachel Johnson, Council Member Emeritus and resident: invited everyone to the next Hollypark Homeowners Association meeting scheduled on Thursday, August 2, 2018, 7:00 p.m., at Rowley Park. The topic to be discussed is "Human Trafficking."

8. DEPARTMENTAL ITEMS

A. ELECTED & ADMINISTRATIVE OFFICES

(1) RESOLUTION NO. 6338, Amending the List of Authorized Games and Authorizing the Play of Certain Games in Licensed Card Clubs

RESOLUTION NO. 6338

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

City Manager Medrano presented the Staff Report.

8. DEPARTMENTAL ITEMS (Continued)

A. ELECTED & ADMINISTRATIVE OFFICES (Continued)

(1) RESOLUTION NO. 6338 (Continued)

It was moved by Mayor Pro Tem Tanaka, seconded by Council Member Medina, and carried by the following roll call vote to Adopt Resolution No. 6338:

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

(2) Re-Appointment of Representative to the South Bay Workforce Investment Board (SBWIB)

City Manager Medrano presented the Staff Report.

Mayor Cerda asked if Mr. Fleck was on the GEBAC Board. City Manager Medrano replied, "No," then stated that, as part of the screening for potential applicants, the GEBAC Board provided their input. So, the re-appointment of Mr. Fleck to SBWIB had been presented to them, first.

It was moved by Council Member Kaskanian, seconded by Council Member Henderson, and carried by the following roll call vote to Approve the Re-Appointment:

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

B. GENERAL SERVICES

- (1) ORDINANCE NO. 1798, An Ordinance of the City Council of the City of Gardena, California, Amending Section 15.44.020, 15.44.040, and 15.44.050 of the Gardena Municipal Code to Eliminate Out-of-Date Cross-References

ORDINANCE NO. 1798

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING SECTIONS 15.44.020, 15.44.040, AND 15.44.050 OF THE GARDENA MUNICIPAL CODE TO ELIMINATE OUT-OF-DATE CROSS-REFERENCES

City Manager Medrano presented the Staff Report.

Ordinance No. 1798 was introduced by Mayor Pro Tem Tanaka.

- (2) Authorize Payment of \$30,601 to TECS Environmental Compliances Services for MS4 Permit Related Activities

City Manager Medrano presented the Staff Report.

8. DEPARTMENTAL ITEMS (Continued)

B. GENERAL SERVICES (Continued)

- (2) Authorize Payment of \$30,601 to TECS Environmental Compliance Services for MS4 Permit Related Activities (Continued)

There was a very lengthy discussion among the Council Members and City Manager about the validity of the agreement with TECS Environmental Compliance Services. Mayor Cerda indicated that she did not feel comfortable paying this amount and she felt that proper agreements needed to be in place. City Manager Medrano stated that the two outstanding invoices for this contractor were combined so that is why the amount has increased; he also reassured her and Council that, moving forward, to ensure good business practice, he has asked all the Department Directors to check the contracts in their departments to make sure they are valid. More questions were asked regarding the contractor's qualifications and credentials and Council Member Medina stated that, back in 2010, TECS Environmental Compliance Services did save the City lots of money.

It was moved by Council Member Medina, seconded by Council Member Henderson, and DID NOT CARRY due to the following roll call vote regarding Authorizing Payment of \$30,601 to TECS Environmental Compliance Services:

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

C. POLICE – No Items

D. RECREATION, HUMAN SERVICES, PARKS & FACILITIES

- (1) RESOLUTION NO. 6337, Approving Amendment 02 to Local Agreement Number CCTR-7077 with the California Department of Education for FY 2017-18

RESOLUTION NO. 6337

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING AMENDMENT 02 TO LOCAL AGREEMENT CCTR-7077 WITH THE CALIFORNIA DEPARTMENT OF EDUCATION

City Manager Medrano presented the Staff Report.

It was moved by Mayor Pro Tem Tanaka, seconded by Council Member Kaskanian, and carried by the following roll call vote to Adopt Resolution No. 6337:

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

8. DEPARTMENTAL ITEMS (Continued)

E. TRANSPORTATION

- (1) Approve Disadvantaged Business Enterprise Goal for Federal Fiscal Year 2019-21

City Manager Medrano presented the Staff Report.

A PowerPoint presentation was given by Ms. Dana Pynn, Transit Administrative Officer of GTrans

City Manager Medrano asked Ms. Pynn to please provide an explanation of the challenges that GTrans faced meeting the DBE goals. Ms. Pynn explained that, in the last three (3) years, there was a management change and a significant staff shortage, which hindered them from spending their dollars and engage in DBE participation. She continued, saying that the money they did spend was on preventive maintenance and a small fraction was spent to purchase equipment such as engines, drive motors, couplings, etc. She also reported that the GTrans was not penalized for not meeting the goal, but they were required to do analysis of "why you didn't meet the goal, and how you plan to meet future goals." There was some additional discussion between Council Member Henderson and Ms. Pynn. Mayor Cerda then thanked Ms. Pynn for giving a great presentation to help the Council understand what DBE is all about.

It was moved by Council Member Henderson, seconded by Council Member Kaskanian, and carried by the following roll call vote to Approve the MOU for the DBE Goal for Federal Fiscal Year 2019-2021:

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

Noes: None

Absent: None

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS

A. COUNCIL ITEMS

- (1) Verbal Report: Attendance at the Independence Cities Association (ICA) Summer Seminar July 13-15, 2018, in Carlsbad, CA – *was given by Council Member Henderson during his Council Remarks*

B. COUNCIL DIRECTIVES

- (1) Council Member Henderson asked if our Human Services had a Food Pantry and if they give out vouchers?
- (2) Council Member Kaskanian, asked for a Traffic Study to be done regarding visibility issues at the intersections of 149th Street and Western Avenue, and 149th Street and Van Ness Avenue.
- (3) Council Member Medina, would like a follow up with the City of Torrance regarding the paving of Gramercy Place from 169th Street south to Artesia Boulevard.

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

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 are as follows:

- (1) General Services Department list of projects;
- (2) Fireworks Forum;
- (3) Gardena Dodger Day;
- (4) Police Department National Night Out at Target;
- (5) Grand Re-Opening of Gardena One Stop Employment and Business Center;
- (7) Information re. Sister City Youth Delegation from Ichikawa, Japan, August visit;
- (8) Significant improvement to our Economic Development package; and
- (9) Tobacco Ordinance update.

D. COUNCIL REMARKS

- (1) COUNCIL MEMBER MEDINA – reported that he welcomed the Sister City of Huatabampo Delegation at the Elks Lodge. He said he had a lot of fun and they really enjoyed it. He shared that the brother of one of the representative with the delegation will be the Mayor of Huatabampo in September. He said he looks forward to the Ichikawa Youth Delegation coming in August. He stated that he participated in the Concert on the Lawn and Ice Cream Social held at the Nakaoka Community Center on July 21, 2018, and played with the Public Works Band.
- (2) COUNCIL MEMBER KASKANIAN – also reported that he attended the Farewell Dinner Party for the Sister City Huatabampo Delegation. He thanked Kelly Fujio and her staff for a great party. He attended the GTrans Employees Appreciation Day and congratulated those employees who received certificates and said, “Great job, keep up the good work.” He was present when Assembly Member Mike Gipson came to visit GTrans for a tour. He then encouraged everyone to attend the “Coffee with the Cop” event at Wendy’s on Western Avenue, to be held on Thursday, July 26, 2018, at 6 p.m. to 8 p.m. He ended his remarks by wishing Mayor Cerda a ‘Happy Birthday.’
- (3) MAYOR PRO TEM TANAKA – said the Elks Lodge treated the Huatabampo Sister City Delegation to a Fish Fry. He also attended the Farewell Dinner on Sunday, July 15, 2018, and thanked Kelly and her staff. He said he was lucky enough to attend, along with Mayor Cerda, the Gardena Valley Lions Club’s installation of new officers held at the Holiday Inn. He attended the GTrans Employee Recognition and said he was proud of the employees who were recognized.
- (4) MAYOR CERDA – reported that she attended the Fish Fry at the Elks Lodge with the Huatabampo delegation. She encouraged people to support our local Elks Lodge and shared that every 4th Friday they have Fish Fry for \$10 or \$11 and they have dancing all night long. She attended the tour with Assembly Member Mike Gipson held at GTrans. She thanked GTrans employees for doing such a great job. She said it was a great tour and Assembly Member Mike Gipson was very impressed. She attended the Lions Club’s 95th Installation of a new President and thanked their outgoing President. She attended the Grand Opening of LA County Firefighter’s Museum in the City of Bellflower. She attended the 45th Anniversary Farewell Dinner for the delegates from Huatabampo. She thanked all her colleagues for being there, as well. Lastly, she attended GTrans Employee Appreciation Day event.

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

D. COUNCIL REMARKS (Continued)

(5) COUNCIL MEMBER HENDERSON – thanked Mayor Cerda for recognizing all the members of Council at the Huatabampo dinner; the food was catered by Cherrystones. Since the last Council Meeting, he reported he participated in the State Water Project Tour with the Metropolitan Water District. He participated in a discussion about small cell tower legislation. He stated, as a community, we must make sure we take control of as much as we can of our air space and our aesthetics within our community. He attended the Independent Cities Association Conference in Carlsbad, CA. He shared that the title of the conference was, *Cities Leading the Future*. As the president-elect, he worked in collaboration with all his board members relative to topics that were presented at the summer seminar. He encouraged his colleagues to attend future seminars. He reported on the various sessions he attended at the conference. On Sunday, he attended the Hyper Lube Competition at SpaceX during which he spoke to the Operations Managers and employees at SpaceX and spoke about housing.

10. ANNOUNCEMENTS

Mayor Cerda announced:

- (1) "Coffee with a Cop," Thursday, July 26, 2018, at Wendy's, from 5:00 p.m. to 7:00 p.m.;
- (2) Fireworks Forum, Monday, July 30, 2018, in the City Council Chambers, from 6:00 p.m. to 8:00 p.m.; and
- (3) Active Shooter Seminar, Saturday, August 11, 2018, from 9:00 a.m. to 11:00 a.m., and from 12:00 p.m. to 2:30 p.m., at Nakaoka Community Center.

11. REMEMBRANCES

Mrs. Koko Nishi, 96 years old, a longtime resident of the Gardena/Torrance area, who was very active in the Gardena Buddhist Church where she taught the Urasenke Tea Ceremony for over 20 years. She is survived by two sons, two daughters, eight grandchildren, and ten great-grandchildren.

12. ADJOURNMENT

At 9:09 p.m., Mayor Cerda adjourned to the next Gardena City Council Meeting, at 7:00 p.m., on Tuesday, August 14, 2018.

MINA SEMENZA

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

By: Mina Semenza
Becky Romero, Deputy City Clerk

APPROVED:

Tasha Cerda
Tasha Cerda, Mayor

**GTRANS'
PROPOSED DISADVANTAGED BUSINESS ENTERPRISE
(DBE) GOAL & METHODOLOGY- FFY 2019-21**

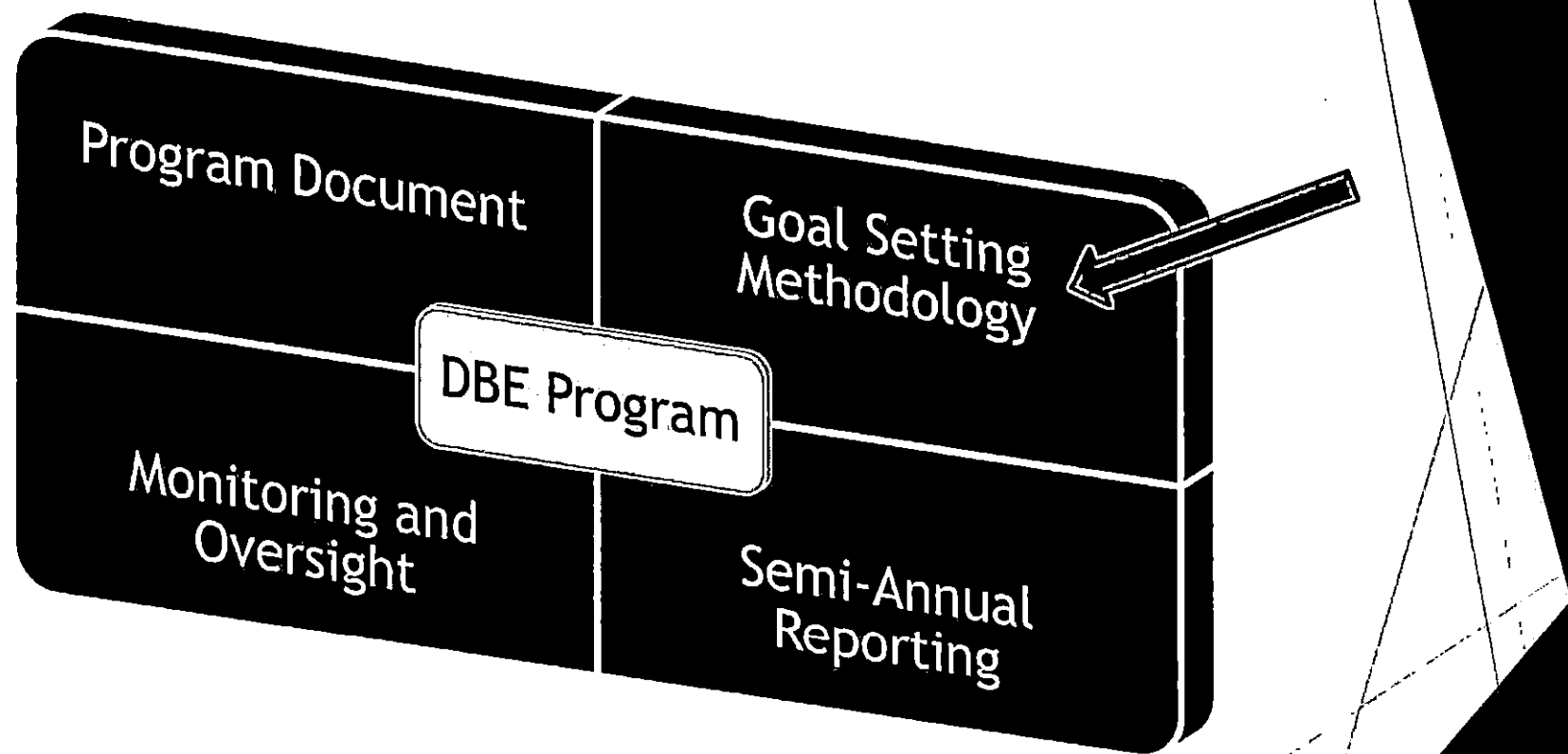
City of Gardena's City Council Presentation

7.24.18

WHAT IS A DBE?

- ▶ A for-profit, small business concern with at least 51 percent ownership by one or more individuals who are both socially and economically disadvantaged (includes minorities and women) which meets all requirements under 49 Certified Federal Register (CFR) Part 26 including business size, ownership and personal net worth of up to \$2.3 million

DBE Program: Key Elements



DBE GOAL SETTING

- ▶ DBE Goal Requirements:
 - ▶ Must be a U.S. Federal Transit Administration funding recipient with at least \$250,000 in contracting opportunities
 - ▶ Must be based on demonstrable evidence of *ready, willing* and *able* DBE firms relative to all firms available to perform on contracts
 - ▶ Must be developed every three years
- ▶ Current goal is 5% for Federal Fiscal Years (FFY) 2016-2018

DBE GOAL SETTING PROCESS

1. Reviewed anticipated federally-funded projects for FFY 2019-2021 in construction, professional services, goods and other project areas:
 - ▶ Compressed Natural Gas (CNG) Fueling Station
 - ▶ Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL) System
 - ▶ Asset Management/Maintenance System Software
 - ▶ Bus Lifts
 - ▶ Bus Tire Lease

DBE GOAL SETTING PROCESS, Con't.

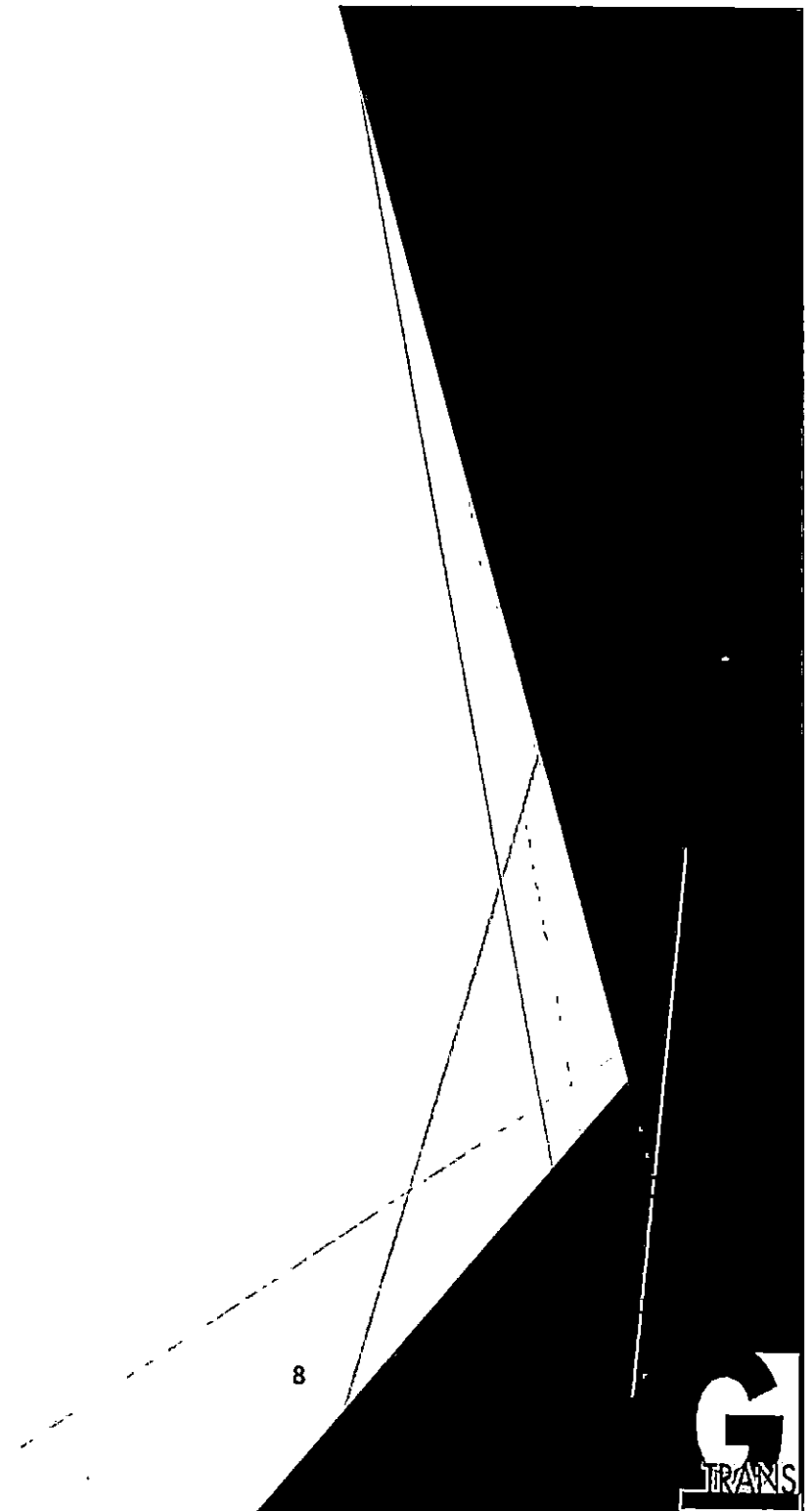
2. GTrans used Caltrans' DBE Database of Certified Firms and the 2016 U.S. Census Bureau Database to develop the base figure
3. DBE Goal Calculation
 - ▶ For each project:
 - ▶ Step 1: $\text{DBE firms} \div \text{All firms} = \text{Relative Availability as \%}$
 - ▶ Step 2: $\text{Relative Availability (\%)} \times \text{Project Federal Funding} = \text{Total Federal Funding Available to DBEs}$
 - ▶ Step 3: $\text{Total Base DBE Goal} = (\text{Total Federal Funding Available to DBEs} / \text{Total Federal Funding Opportunity}) \times 100$

5.66%
Overall
DBE Goal

STAKEHOLDER PARTICIPATION

- ▶ Public Notice was published on GTrans' website and the City of Gardena's website
- ▶ Public Meeting was held on Tuesday, July 17, 2018 (GTrans' Administrative Facility)
- ▶ Presentation to The City of Gardena's Economic Business Advisory Council (GEBAC) on Wednesday, July 18, 2018
- ▶ Proposed Overall DBE Goal and Goal Methodology due August 1, 2018

THANK YOU!





City of Gardena City Council Meeting

Agenda Item No.: 5. D. (4)
Department: Consent Calendar
Meeting Date: August 27, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVE ADMINISTRATIVE AGREEMENT WITH INTERNATIONAL CITY
MANAGEMENT ASSOCIATION RETIREMENT CORPORATION (ICMA-RC)

COUNCIL ACTION REQUIRED:

Action Taken

Approve Agreement

STAFF SUMMARY AND RECOMMENDATION:

The City is committed to providing employees with top tier benefits and service providers. As part of our ongoing commitment, staff periodically reviews plans and providers to ensure the City continues to bring employees benefits and services to support their physical and financial well-being.

Beginning in March of this year, in partnership with SFG Retirement Plan Consulting, LLC (SFGRPC), staff conducted an audit of our 457(b) and 401(a) plans to ensure the fees and services provided to employees by our incumbent record-keepers (ICMA-RC, Nationwide, and Lincoln) were competitive with the market. SFGRPC identified that the fees employees were charged could be reduced by aggregating our plan assets to a single record-keeper without sacrificing service.

An RFP was conducted by SFGRPC, including all of the City's current providers as well as other leading record-keepers, resulting in exceptional terms that will reduce fees and increase the interest rate offered. ICMA-RC will provide the largest positive financial impact to City plans, and enhance services benefiting all plan participants. The transition to ICMA-RC will provide a 51% reduction in plan and investment fees, and an interest rate increase of 0.67% over the average of the current options. Staff therefore recommends ICMA-RC as the new sole provider for our 457(b) and 401(a) plans.

FINANCIAL IMPACT/COST:

N/A

ATTACHMENTS:

1. Administrative Services Agreement Between ICMA-RC and City of Gardena

Submitted by Clint Osorio, Clint Osorio, Assistant City Manager

Date: 8/27/19

Concurred by Edward Medrano, Edward Medrano, City Manager

Date: 8/27/19

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

City of Gardena

Type: 457

Account #: 301351

Type: 401 :

Account #: 109992

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of the 8th day of August 2019, between the International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the City of Gardena ("Employer"), a city organized and existing under the laws of the State of California with an office at 1700 W 162nd Street Gardena, CA 90247.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

ICMA-RC, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

ICMA-RC has designed, and VantageTrust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in VantageTrust's principal disclosure documents, the VantageTrust Disclosure Memorandum and the Funds' Fact Sheets (together, "VT Disclosures"); and

ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the VT Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 11, so long as ICMA-RC continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than ICMA-RC. Employer acknowledges that ICMA-RC has agreed to the compensation to be paid to ICMA-RC under this Agreement in the expectation that ICMA-RC will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of ICMA-RC at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through our electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

5. ICMA-RC Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for ICMA-RC, or its wholly owned subsidiary, to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c)(i) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's standard plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies ICMA-RC of any such local or state requirements.
- (c)(ii) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal

law; provided, however, ICMA-RC shall not be responsible for the qualified status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of ICMA-RC's standardized plan document, ICMA-RC shall not be responsible for the qualified status of the Plan to the extent affected by the differing terms in the Employer's plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies ICMA-RC of any such local or state requirements.

6. Employer Representations and Warranties

Employer represents and warrants to ICMA-RC that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that ICMA-RC provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.
- (c) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement Income Advantage Fund is an investment option for the Plan

and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the VT Disclosures and that it has read the information therein concerning the VT Retirement Income Advantage Fund.

- (d) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer acknowledges that it has received ICMA-RC's Fee Disclosure Statement, prepared in substantial conformance with ERISA regulations regarding the disclosure of fees to plan sponsors.
- (f) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

7. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

8. Compensation and Payment

- (a) **Participant Fees.** Plan participant accounts shall be assessed an asset-based fee to cover the costs of record-keeping and other services provided by ICMA-RC, and other costs associated with the Plans as directed by the Employer. The Employer shall work with ICMA-RC to determine the appropriate amount of the gross asset-based fee to be charged to participant accounts, which may be increased or decreased from time to time at the direction of the Employer. At the inception of this contract the participant fee shall be 0.189%.
- (b) **Revenue Requirement.** ICMA-RC shall receive total annual aggregate revenue of 0.059% of Plan assets under ICMA-RC's administration for providing recordkeeping and other services to the Plans. Such revenue shall be deducted by ICMA-RC from amounts collected through the

application of the asset-based fee described in Section 8(a) prior to allocation of any participant level asset-based fees to the Administrative Allowance Account described in Section 8(c) below.

- (c) **Administrative Allowance Account.** Amounts collected through the application of the asset-based fee described in Section 8(a) above in excess of the Revenue Requirement specified in Section 8(b) above, if any, shall be held in an Administrative Allowance Account (that is maintained as a Plan asset by ICMA-RC). Employer understands that the Plan administrative allowance is to be used only to pay for reasonable plan administrative expenses of the Plan or allocated to Plan participants at the instruction of the Employer.
- (d) **Revenue Received from Investment Options.** Neither ICMA-RC nor the Employer shall retain recordkeeping revenue received directly from investment options made available under the Plan. ICMA-RC shall be compensated from fees collected from participant accounts through the application of the asset-based fee described in Section 8(a) above. In the event that any Plan investment options do generate revenue from plan investments, ICMA-RC shall, as directed by the Employer, credit any and all revenue back to those participant accounts invested in the option in question.
- (e) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that, in addition to amounts payable under this Agreement, ICMA-RC receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that ICMA-RC, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and ICMA-RC's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.

- (f) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.
- (g) **Payment Procedures.** All payments to ICMA-RC pursuant to this Section 8 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by ICMA-RC shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 8 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 8 are contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

The compensation and payment in this Section 8 will take effect the month following a custom fund lineup change.

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet ICMA-RC's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

9. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

10. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense,

including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

11. Term

The term of this Agreement will extend three (3) years from the date of completion and reconciliation of the transition of assets of the Plan from the prior record keepers to ICMA-RC. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. Notwithstanding the foregoing, the Employer may terminate this Agreement at any time upon 60 days written notice to ICMA-RC.

12. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) ICMA-RC may modify this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

13. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

ICMA-RC: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

14. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

15. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

16. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF GARDENA

By Edward Medrano 8/8/19
Signature/Date

EDWARD MEDRANO
By CITY MANAGER
Name and Title (Please Print)

INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION

By Erica McFarquhar
Erica McFarquhar
Assistant Secretary

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Electronically to PlanAdoptionServices@icmarc.org, or
- (b) In paper form to ICMA-RC
ATTN: PLAN ADOPTION SERVICES
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

- (a) Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Employees will enroll online or through a paper form. Employer can also enroll employees through EZLink.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access or EZLink), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Investor Services, Voice Response System, Account Access, and Text Access, and through quarterly statements that can be delivered electronically through Account Access or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to ICMA-RC's web site, to allow participants to access certain account information and initiate certain plan transactions at any time. Account access is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software

and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

- (k) Making available access to ICMA-RC's plan sponsor EZLink web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. EZLink is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://ezlink.icmarc.org>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Account Access.
- (o) Guided Pathways Advisory Services – ICMA-RC's participant advice service, "Fund Advice", and asset allocation service, "Asset Class Guidance" may be made available through a third-party vendor on the terms specified on ICMA-RC's website.
- (p) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).



City of Gardena

City Council Meeting

Agenda Item No. 8. B. (1)
Department: COMMUNITY DEVELOPMENT
Meeting Date: 08/27/2019
Ordinance No. 1807

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: PUBLIC HEARING: ORDINANCE NO. 1807:

Making Changes to Chapter 18.19, Mixed Use Overlay Zone, of the Gardena Municipal Code Relating to Transitional and Supportive Housing

<u>COUNCIL ACTION REQUIRED:</u> ▪ Conduct a Public Hearing ▪ Introduce Ordinance No. 1807 regarding the Zone Code Amendment	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u> Staff respectfully recommends that the City Council conduct a Public Hearing and introduce Ordinance No. 1807, which amends Gardena Municipal Code Chapter 18.19, to allow transitional and support housing as permitted uses in the Mixed-Use Overlay zone. On July 16, 2019, the Planning Commission conducted a public hearing regarding the proposed Zone Code Amendment after which it voted 3-2-0 recommending that the City Council adopt the California Environmental Quality Act (CEQA) exemption and approve the Zone Code Amendment with recommended changes to Chapter 18.19. Attached is the staff report that went to the Planning Commission and the Commission's Resolution of Recommendation. Tonight's public hearing was duly noticed in the August 8, 2019, issue of the <i>Gardena Valley News</i>. The project will not have a significant effect on the environment and is therefore exempt from the California Environmental Quality Act (CEQA) pursuant to the commonsense exemption found in Section 15061.b.3 of the CEQA Guidelines.	
<u>FINANCIAL IMPACT/COST:</u> None	
<u>ATTACHMENTS:</u> • Ordinance No. 1807 • Planning Commission Staff Report and PC Resolution No. PC 11-19	
Submitted by: <u>Raymond Barragan</u> , Raymond Barragan, Community Development Manager Date: 08/22/2019	
Submitted by: <u>Edward Medrano</u> , Edward Medrano, City Manager Date: 08/22/2019	

ORDINANCE NO. 1807

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, MAKING CHANGES TO CHAPTER 18.19, MIXED USE OVERLAY ZONE, OF THE GARDENA MUNICIPAL CODE RELATING TO TRANSITIONAL AND SUPPORTIVE HOUSING

WHEREAS, on November 12, 2013, the City Council of Gardena, California, adopted the City's 2014-2021 Housing Element; and

WHEREAS, the 2014-2021 Housing Element implemented various programs that define specific actions the City will undertake to achieve its housing goals and policies; and

WHEREAS, to comply with State law, the 2014-2021 Housing Element included a program that stated that the City would amend its Mixed-Use Overlay ("MUO") Chapter of the City's Zoning Code to include transitional housing and supportive housing as permitted uses in the MUO zone; and

WHEREAS, on July 16, 2019, the Planning Commission held a duly noticed public hearing on this Ordinance at which time it considered all evidence presented, both written and oral; and

WHEREAS, at the close of the public hearing the Planning Commission adopted Resolution No. PC 11-19 recommending approval of this Ordinance to the City Council; and

WHEREAS, the City Council held a duly noticed public hearing on this Ordinance on August 27, 2019, at which time it considered all evidence presented, both written and oral.

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

SECTION 1. FINDINGS.

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

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

SECTION 2. The following permitted uses listed in Section 18.19.030.C.1 of the Gardena Municipal Code are hereby added to read as follows with all other sections remaining unchanged:

C. If property is developed with a mix of residential and nonresidential uses within the same project area in accordance with the provisions of this section:

1. Residential:

- a. Multiple-family dwellings;
- b. Single-family attached dwellings;
- c. Live-work uses;
- d. Transitional housing, subject only to those restrictions that apply to other residential dwellings of the same type in this zone;
- e. Supportive housing, subject only to those restrictions that apply to other residential dwellings of the same type in this zone.

SECTION 3. CEQA. This Ordinance is exempt from CEQA pursuant to the common sense exemption set forth in Guidelines section 15061(b)(3) that CEQA only applies to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity will have a significant effect, the activity is not subject to CEQA. The primary changes in this Ordinance are to bring the City's Municipal Code into compliance with California Senate Bill 2 for transitional and supportive housing. As these requirements are already in place due to the fact that State law preempts the City's ordinances, there are no actual changes due to this amendment. For these same reasons, the Ordinance also qualifies for an exemption under CEQA Guidelines section 15305 (Class 5) for minor alterations in land use limitations in areas with an average slope of less than 20%. No part of Gardena has a slope in excess of 20%. The changes are not for any specific project and therefore will not impact any environmental resource of hazardous or critical concern, will not create cumulative impacts, or impacts to scenic highways, hazardous waste sites, or historical resources. Because this is an ordinance pertaining to permitted uses in the Mixed-Use Overlay zone, there will not be any significant effects on the environment due to unusual circumstances.

SECTION 4. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

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

SECTION 6. This Ordinance shall take effect on the thirty-first day after passage.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2019.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



PETER L. WALLIN, City Attorney

**CITY OF GARDENA
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION**

**STAFF REPORT
RESOLUTION NO. PC 11-19
ZCA # 2 – 19
AGENDA ITEM #6**

DATE: July 16, 2019 (Continued from June 18, 2019)

TO: Chair Jackson and Members of the Planning and Environmental Quality Commission

FROM: Raymond Barragan, Manager
Community Development Department

CASE PLANNER: Amanda Acuna, Planning Assistant

APPLICANT: City of Gardena

LOCATION: Citywide

REQUEST: Zone Code Amendment to Mixed-Use Overlay Zone

Staff has determined that these changes would not have the possibility of having any significant impact and therefore the Zone Code Amendment qualifies for an exemption for the California Environmental Quality Act ("CEQA").

BACKGROUND

In 2013 the Gardena City Council adopted the 2014-2021 Housing Element which required that the City implement a number of programs that defined actions the City would undertake to achieve specific goals and policies on housing. To comply with State Law, the Housing Element included a program that indicated the City would amend its Mixed-Use Overlay ("MUO") Chapter of the City's Zoning Code to include transitional housing and supportive housing as permitted uses in the MUO zone. This Zone Code Amendment fulfills that requirement. As such, staff is recommending that Chapter 18.19 of Gardena Municipal Code now be amended to list these types of housing as permitted uses in the MUO zone.

The Planning Commission is being asked to recommend approval of Zone Code Amendment #2-19 to the City Council.

The public hearing for the proposed Zone Code Amendment was noticed on June 6, 2019, in the Gardena Valley News for public hearing before the Planning Commission on June 18, 2019.

ZONE CHANGE ANALYSIS

California Senate Bill 2 (SB 2) came into effect January 2008 and aimed to remove zoning barriers for emergency shelters, transitional housing and supportive housing. SB 2 requires local jurisdictions to identify a zone or zones where emergency shelters are permitted without discretionary review ("by-right"). The City's Zoning Code complies with this requirement by allowing emergency shelters by-right in the industrial zoning districts (M-1, M-2). Another major requirement under SB 2, is that each jurisdiction must treat transitional and supportive housing as residential uses of property in its zoning code. The City's current Zoning Code allows transitional and supportive housing by-right in all residential zoning districts (R-1, R-2, R-3, R-4), provided that they are subject to only those restrictions that apply to other residential dwellings of the same type in the same zone. However, SB 2 also requires jurisdictions to explicitly allow for transitional and supportive housing in mixed-use zones if residential development is a permitted use in that zone. Therefore, Chapter 18.19 of the Gardena Municipal Code should be amended to list transitional and supportive housing as permitted uses in the Mixed-Use Overlay Zone as well. Compliance with SB 2 is key to addressing homelessness in the City and implementing these requirements within the City's Municipal Code will help ensure that the City is eligible for certain state and federal funds.

ENVIRONMENTAL REVIEW

This Zone Code Amendment is exempt from CEQA pursuant to the common sense exemption set forth in Guidelines section 15061(b)(3) that CEQA only applies to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity will have a significant effect, the activity is not subject to CEQA. The primary changes in this Zone Code Amendment are to bring the City's Zoning Code into compliance with California Senate Bill 2 for transitional and supportive housing. As these requirements are already in place due to the fact that State law preempts the City's ordinances, there are no actual changes due to this clean-up. For these same reasons, the Zone Code Amendment also qualifies for an exemption under CEQA Guidelines section 15305 (Class 5) for minor alterations in land use limitations in areas with an average slope of less than 20%. No part of Gardena has a slope in excess of 20%. The changes are not for any specific project and therefore will not impact any environmental resource of hazardous or critical concern, will not create cumulative impacts, or impacts to scenic highways, hazardous waste sites, or historical resources. Because this is an ordinance pertaining to permitted uses in the Mixed-Use Overlay zone, there will not be any significant effects on the environment due to unusual circumstances.

NOTICE

A public hearing is required for a Zone Code Amendment. Because the Zone Code Amendment affects properties citywide, notice was given by way of a 1/8 page advertisement on June 6, 2019.

RECOMMENDATION

Staff recommends the Planning Commission adopt Resolution No. PC 11-19 which recommends 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.

ATTACHMENTS

Resolution No. PC 11-19

- Exhibit A – Draft Ordinance

P:\Community Development\Community Development\Planning\2019\ZCA #2-19\Documents\1_Word

RESOLUTION NO. PC 11-19

A RESOLUTION OF THE PLANNING AND ENVIRONMENTAL QUALITY COMMISSION OF THE CITY OF GARDENA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE ORDINANCE NO. XXX MAKING CHANGES TO CHAPTER 18.19, MIXED USE OVERLAY ZONE, OF THE GARDENA MUNICIPAL CODE RELATING TO TRANSITIONAL AND SUPPORTIVE HOUSING

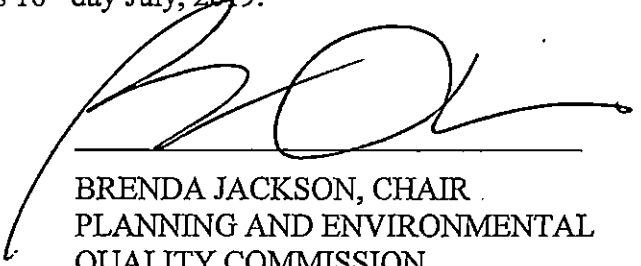
- A. On November 12, 2013, the City Council of Gardena, California, adopted the City's 2014-2021 Housing Element;
- B. The 2014-2021 Housing Element implemented various programs that define specific actions the City will undertake to achieve its housing goals and policies;
- C. To comply with State law, the 2014-2021 Housing Element included a program that indicated the City would amend its Mixed-Use Overlay ("MUO") Chapter of the City's Zoning Code to include transitional housing and supportive housing as permitted uses in the MUO zone;
- D. On June 6, 2019, a public hearing was duly noticed for the Planning and Environmental Quality Commission meeting for June 18, 2019, at 7:00 PM at City Hall Council Chambers, 1700 West 162nd Street, Gardena;
- E. On June 18 and July 16, 2019, the Planning Commission held the public hearing at which time it considered all material and evidence, whether written or oral; and
- F. In making the various findings set forth herein, the Planning Commission has considered all of the evidence presented by staff, the applicant, and the public, whether written or oral, and has considered the procedures and the standards required by the Gardena Municipal Code. The record of these proceedings can be found at the Community Development Department, Room 101, 1700 West 162nd Street, Gardena, California. The Director of Community Development is the custodian of such record.

NOW, THEREFORE, THE PLANNING AND ENVIRONMENTAL QUALITY CONTROL COMMISSION OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

The Planning Commission hereby recommends that the City Council adopt the Ordinance attached hereto as Exhibit A making changes to Title 18 of the Gardena Municipal Code, related to the Mixed-Use Overlay Zone. For all of the reasons set forth in the reasoning provided by staff, including the attached Ordinance, the Planning Commission believes that these changes represent

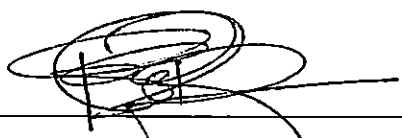
good land use practices which are required by public necessity, convenience and the general welfare.

PASSED, APPROVED, AND ADOPTED this 16th day July, 2019.



BRENDA JACKSON, CHAIR
PLANNING AND ENVIRONMENTAL
QUALITY COMMISSION

ATTEST:



RAYMOND BARRAGAN, SECRETARY
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF GARDENA

I, Raymond Barragan, Planning and Environmental Quality Commission Secretary of the City of Gardena, do hereby certify that the foregoing Resolution was duly adopted by the Planning and Environmental Quality Commission of the City of Gardena at a regular meeting thereof, held the 16th day of July 2019, by the following vote:

AYES: Pierce, Henderson, Langley
NOES: Sherman, Jackson
ABSENT:

Attachments:

Exhibit A – Draft Ordinance



City of Gardena

City Council Meeting

Agenda Item No. 8. C. (1)
Department: ELECTED and
ADMINISTRATIVE
OFFICES
Meeting Date: 08/27/2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

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

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Approve Re-Appointment of Business Private Sector Representative to SBWIB	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
It is respectfully recommended that the City Council approve the re-appointment of Mr. Glenn Mitchell, of Gardena General Insurance Agency, to a Business Private Sector Seat on the South Bay Workforce Investment Board (SBWIB), for a continuing four-year term ending June 30, 2023. The South Bay Workforce Investment Board provides guidance and oversight to employment and training programs, as established by the Workforce Investment Act (WIA) of 1998. The SBWIB is comprised of members of the business community, education, labor, One-Stop Centers, employment services, rehabilitation, and non-profit agencies. Being that Mr. Glenn Mitchell's term expired June 30, 2019, the City recently received correspondence from Mr. Jan Vogel, Executive Director of SBWIB, requesting that Mr. Mitchell be re-appointed to a private sector seat. Mr. Mitchell is currently a long-time active Member of SBWIB and wishes to serve an additional term of office if re-appointed. The Gardena Economic Business Advisory Council (GEBAC) has also recommended that Glenn Mitchell continue to serve in this capacity. The City Council may appoint an individual who meets the requirements for the position. The requirement is that an individual be appointed who has optimum policy making authority within his or her business, holding an upper-level management position, etc. Staff is recommending that Mr. Glenn Mitchell, of Gardena General Insurance Agency, be re-appointed to serve on the South Bay Workforce Investment Board for a consecutive term.	
<u>FINANCIAL IMPACT/COST:</u>	
Amount of Expense: \$ N/A Funding Source: N/A Anticipated Revenue: \$ N/A	
<u>ATTACHMENTS:</u>	
- Letter from Executive Director Vogel of the South Bay Workforce Investment Board (SBWIB) - Nomination from Chairperson Rogers of the Gardena Economic Business Advisory Council (GEBAC)	
Submitted by: <u>Edward Medrano</u> , Edward Medrano, City Manager Date: <u>8/23/19</u>	



www.sbwib.org

SOUTH BAY WORKFORCE INVESTMENT BOARD

SBWIB

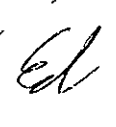
M E M B E R S

WAYNE SPENCER
CHAIRPERSON

August 7, 2019

ARMANDO PENA
BILLY C. CAMPBELL
BOB HELFANT
BRIAN RABER
BRUCE YOUNG
CAROLYN ANDERSON
CAROLYN WOODARD
CHRIS PATRONAS
DAVID FLECK
DR. DENA MALONEY
DOUG MARIAN
ELLENMARY MICHEL
FAISAL HASHMI
FRAN FULTON
GLENN GRINDSTAFF
GLENN MITCHELL
GREGG MCCLAIN
JAMIN GALLMAN
JANE TEMPLIN
JANICE JIMENEZ
JEFFREY R. JENNISON
JESUS FERNANDEZ
JOE AHN
JOSH LAFARGA
KATHY WOJNO
KENDRICK ROBERSON
DR. LANCE WILLIAMS
LILY CRAIG
LINDA BRADLEY
MARIA CAMACHO
MELISSA JEAN
MICHAEL BRENK
MIKE HARRIEL
MITCH PONCE
MOHAMMAD NASER
MUHAMAD AWADALLAH
PATRICIA BENNETT
PATRICIA DONALDSON
RAY DIAB
RAY GROTHAUS
RUTHI DAVIS
DR. SANDRA G. HORWITZ
SARAH GONZAGA
STELLA LI
STEPHANY SANTIN
TAMALA LEWIS
TAMI LORENZEN-FANSELOW
TOD SWORD
WALTER AHHAITY
WAYNE DIULIO

Mr. Edward Medrano, City Manager
City of Gardena
1700 West 162nd Street, Room 112
Gardena, CA 90247

Dear Mr. Medrano: 

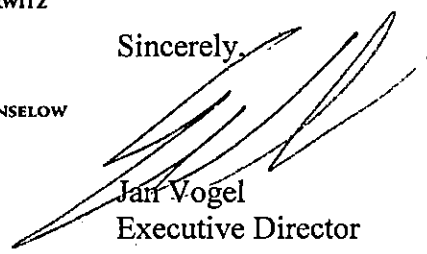
On behalf of the South Bay Workforce Investment Board (SBWIB), I am requesting your assistance in re-nominating Mr. Glenn Mitchell of Gardena General Insurance Agency, as a Business Private Sector representative for the City of Gardena, on the SBWIB. Mr. Mitchell's term of office expired June 30, 2019.

On July 17, 2019, in accordance with federal and State requirements, the City of Gardena's Economic Development Advisor Committee re-nominated Mr. Mitchell, to the South Bay Workforce Investment Board for a four-year term of office expiring June 30, 2023. We are requesting that the Mayor and City Council consider re-appointing this individual to the SBWIB at the City of Gardena's next regularly scheduled City Council Meeting.

Your cooperation in this matter is greatly appreciated. If you have any questions or require assistance, please contact me, or my assistant, Sha'Ron Berry, at (310) 970-7700.

Thank you once again for your support of the South Bay Workforce Investment Board.

Sincerely,


Jan Vogel
Executive Director

JAN VOGEL
EXECUTIVE DIRECTOR

July 22, 2019

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

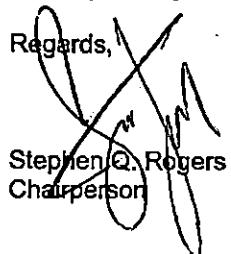
Dear Honorable Mayor and City Council:

On behalf of the Board of Directors of the Economic Development Advisory Committee, please accept the nomination of the following individual to be appointed to serve on the South Bay Workforce Investment Board for the 4-year term of commencing July 1, 2019, as a representative of the Gardena business private-sector:

Mr. Glenn Mitchell, CEO, Gardena General Insurance Agency, to serve the 4-year term of office from July 1, 2019 to June 30, 2023.

Thank you for your acceptance.

Regards,


Stephen Q. Rogers
Chairperson



City of Gardena

City Council Meeting

Agenda Item No. 8.E. (1)

Department: POLICE

AGENDA REPORT SUMMARY

Meeting Date: 08/27/2019

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: AUTHORIZATION TO PURCHASE FIVE PATROL VEHICLES FROM NATIONAL AUTO FLEET GROUP IN THE AMOUNT OF \$185,657.20 AND EXPEND BUILD-OUT COSTS IN THE AMOUNT OF \$57,537.75

COUNCIL ACTION REQUIRED:

Action Taken

Authorize Purchase and Build-Out Costs

RECOMMENDATION:

Staff respectfully recommends that the City Council authorize the Police Department to purchase five (5) new 2020 Ford Utility Police Interceptor AWD vehicles from National Auto Fleet Group for a total cost of \$185,657.20, which includes a 9.50% state sales tax and an \$8.75 tire tax for each vehicle.

The ongoing replacement of capital equipment is necessary in order to maintain a fleet inventory that is safe, efficient, and reliable. This purchase of five new patrol vehicles will replace the older vehicles that have reached the end of their useful service life due to age, mileage, and general wear and tear.

National Auto Fleet Group will sell and deliver the new vehicles available under the Sourcwell Master Vehicle Contract #120716, formerly known as the National Joint Powers Alliance (NJPA) contract. The total price for each vehicle, including state sales tax and tire tax, is \$37,131.44. Terms are net 30 days, and delivery is within 75 to 90 days thereafter. Four vehicles will be assigned to Patrol and will be purchased using previously budgeted funds from the Equipment Revolving Fund (Fund 15). One vehicle will be assigned to the K-9 Team and will be purchased and outfitted using Asset Forfeiture monies.

The total build-out costs for outfitting the vehicles with the necessary South Bay Regional Public Communications Authority (SBRPCA) equipment is approximately \$40,586.71 for four of the Patrol vehicles, and \$16,951.04 for the K-9 vehicle, at a total cost of \$57,537.75.

FINANCIAL IMPACT/COST:

Budget Amount: \$185,657.20 (vehicle purchases) + \$57,537.75 (estimated SBRPCA build-out costs)

Funding Source: Equipment Revolving Fund - Fund 15 (purchase - \$148,525.76; buildouts - \$40,586.71)
Asset Forfeiture Fund (purchase - \$37,131.44; build-out - \$16,951.04)

ATTACHMENTS:

- 1) Staff Report
- 2) Letter from National Auto Fleet Group, dated July 10, 2019
- 3) National Auto Fleet Group Vehicle Report, Pricing and Specifications Summary
- 4) South Bay Regional Public Communications Authority Price Quotes

Submitted by: Capt. Mike Saffell For Thomas Kang, Chief of Police

Date: 8/20/19

Concurred by: Edward Medrano, Edward Medrano, City Manager

Date: 8/20/19

CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item 8.E. (1)

Department: Police

Meeting Date: 08/27/2019

AGENDA TITLE:

Authorization To Purchase Five Patrol Vehicles From National Auto Fleet Group in the Amount of \$185,657.20 and Expend Build-Out Costs in the Amount of \$57,537.35

RECOMMENDATION:

Staff respectfully recommends that the City Council authorize the Police Department to purchase five (5) new/unused 2020 Ford Utility Police Interceptor AWD vehicles from National Auto Fleet Group at a total cost of \$185,657.20, including a 9.50% state sales tax and an \$8.75 tire tax per vehicle. Staff also requests City Council authorization to expend the vehicle buildouts in the total amount of \$57,537.75

BACKGROUND:

The ongoing replacement of capital equipment is necessary in order to maintain a fleet inventory that is safe, efficient, and reliable. This purchase of five new patrol vehicles will replace the older vehicles that have reached the end of their useful service life due to age, mileage, and general wear and tear. Currently, the Police Department has 30 black-and-white patrol vehicles in the fleet, with a plan to replace five units per year through the Vehicle Replacement Fund and from the Asset Forfeiture Fund, if feasible.

Police Department staff obtained a quote via National Auto Fleet Group for five (5) new Ford Explorers. The total cost of each vehicle, including state sales tax and tire tax, is \$37,131.44. These vehicles are available under the Sourcewell Master Vehicle Contract #120716, formerly known as the National Joint Powers Alliance (NJPA) contract. The five new Ford Explorers will replace four current Ford Explorers (P-2, P-3, P-16, P-17) and one K-9 unit.

South Bay Regional Public Communications Authority is our local vendor for vehicle buildouts. Due to the City of Gardena's part ownership of the SBRPCA, there is a significant cost savings because the City does not pay labor costs for vehicle setup. The quoted price of an entirely new vehicle setup is \$19,449.96 per patrol vehicle and \$23,135.62 for the K-9 vehicle, resulting in a total build-out cost of \$100,935.46.

Over the years, SBRPCA staff has worked to find the most reasonable prices on equipment that we purchase through them. However, with the significant outlay for the purchase and outfitting of these vehicles with all new equipment, Staff sought options to reduce expenses by having SBRPCA recycle most of the serviceable equipment from the

five decommissioned Ford Explorers. This option will result in a significant cost reduction in vehicle setups.

Pursuant to Staff's request, SBRPCA conducted an inventory of useable vehicle parts and quoted the following build-out costs for each unit:

P-2	\$ 8,283.68
P-3	\$ 8,283.68
P-16	\$15,621.67
P-17	\$ 8,397.68
8K-1	<u>\$16,951.04</u>
Total:	\$57,537.75

As a result, by utilizing viable equipment at a total cost of \$57,537.75 compared to a new equipment build-out total of \$100,935.46, the Department will realize a cost savings of \$43,397.71 overall.

The five older Ford Explorers vehicles will have its police-related equipment removed and then sent to auction. Some of the recycled equipment cannot be used in the new patrol vehicle builds, as they have become incompatible with the new technology or are no longer in serviceable condition.

The five units set for replacement will have all police-related equipment removed and then sent to auction or will be reassigned to other City departments as needed.

CONCLUSION:

Staff respectfully recommends that the City Council approve the purchase and build-out costs for five new 2020 Ford Utility Police Interceptor AWD vehicles.

Submitted by: Capt. Mike Spill Date: 8/20/19
FOR Thomas Kang, Chief of Police

National Auto Fleet Group

A division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
855 BUY-NJPA 626-457-5590
855 289-6572 626-457-5593

July 10, 2019

Lieutenant Vicente Osorio
Gardena Police Department
1718 W. 162nd St
Gardena, CA 90247
Delivery Via Email

Dear Lieutenant Osorio,

In response to your inquiry, we are pleased to submit the following for your consideration:

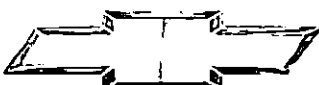
National Auto Fleet Group will sell, service and deliver at Gardena, new/unused 2020 Police Interceptor Utilities responding to your requirement with the attached specifications for \$ 33,902.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell master vehicle contract# 120716 Previously known as the NJPA contract. Pricing includes black and white paint to your scheme.

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.



John Oviyach
National Law Enforcement Account Manager
National Auto Fleet Group
Wondries Fleet Group



[Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD

Selected Model and Options**MODEL**

CODE	MODEL
K8A	2020 Ford Police Interceptor Utility AWD

COLORS

CODE	DESCRIPTION
UM	Agate Black

AXLE RATIO

CODE	DESCRIPTION
—	3.73 Axle Ratio (STD)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
153	Front License Plate Bracket
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)
59B	Keyed Alike - 1284x
86T	Tail Lamp/Police Interceptor Housing Only -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light
19V	Rear Camera On-Demand -inc: Allows driver to enable rear camera on-demand (10-second timer)
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened
60R	Noise Suppression Bonds (Ground Straps)
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches
76R	Reverse Sensing System

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
76D	Underbody Deflector Plate -inc: Engine and transmission shield

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 8758, Data updated Jul 9, 2019 9:52:00 PM PDT

[Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD

TRANSMISSION**CODE DESCRIPTION**

44U Transmission: 10-Speed Automatic (44U)

OPTION PACKAGE**CODE DESCRIPTION**

500A Order Code 500A

SEAT TYPE**CODE DESCRIPTION**

96 Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks

ENGINE**CODE DESCRIPTION**

99B Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*

PRIMARY PAINT**CODE DESCRIPTION**

UM Agate Black

Options Total

[Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD

Standard Equipment

Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH Top Speed) (STD)
Transmission: 10-Speed Automatic (STD)
3.73 Axle Ratio (STD)
50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Transmission w/Oil Cooler
Automatic Full-Time All-Wheel Drive
Engine Oil Cooler
80-Amp/Hr 800CCA Maintenance-Free Battery
Hybrid Electric Motor 220 Amp Alternator
Class III Towing Equipment -inc: Hitch
Police/Fire
1670lbs. Maximum Payload
GVWR: TBD
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
19 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Lithium Ion Traction Battery

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover, center caps and full size spare
Tires: 255/60R18 AS BSW
Steel Spare Wheel
Spare Tire Mounted Inside Under Cargo
Clearcoat Paint

[Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD

Exterior

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Front Windshield -inc: Sun Visor Strip
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Fully Automatic Projector Beam Led Low/High Beam Headlamps
LED Brakelights

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
Integrated Roof Antenna
1 LCD Monitor In The Front

Interior

8-Way Driver Seat
Passenger Seat
35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Selective Service Internet Access

[Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD

Interior

Remote Releases -Inc: Power Cargo Access
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft.up/down, tilt w/manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shift Knob
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Features -inc: Cargo Tray/Organizer
Cargo Space Lights
Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Analog Display
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 12V DC Power Outlets

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[Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD

Interior

Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Passenger Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera w/Washer

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 100,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Hybrid/Electric Components Years: 8

Hybrid/Electric Components Miles/km: 100,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000



4440 WEST BROADWAY HAWTHORNE CA, 90250
310-973-1802 FAX: 310-978-0892

QUOTE

DATE

8/5/2019

QUOTE #

0000002010

CUST #

0000011

CUSTOMER

City Of Gardena
Attn: Accounts Payable
1700 W. 162nd Street
Gardena CA 90247

SHIP TO:

Gardena Police Dept
Attn: Gina Ayers
1718 W. 162nd Street
Gardena CA 90247

P.O. NUMBER		TERMS	JOB OR UNIT #	
		NET 30	GPD P-2 W/C	
QUAN	DESCRIPTION		PRICE EACH	AMOUNT
1.00	C-VS-1012-INUT	2020 Ford Interceptor Utility Specific Angled Consolewith 22 inches of total internal mounting space; 10 inches front angled, 12 inches rear horizontal	320.04	320.04
1.00	C-DMM-3015	Swing Up Device Mount for Ford 2020 Interceptor Utility Vehicle	316.52	316.52
1.00	CUP2-1001	Self-Adjusting Double Cup Holder	40.01	40.01
1.00	C-AP-0325	3 INCH INTERNAL POCKET HAVIS CONSOLE	30.43	30.43
1.00	C-TTP-INUT-1200	2020 FORD IU PREMIUM FOLD UP CARGO PLATE	437.09	437.09
1.00	C-TTP-INUT-1201	2020 FORD IU RAISED FOLD-UP CARGO PLATE FOR EQUIPMENT UNDERNEATH		
1.00	C-EB25-XTL-1P	1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL 2500, XTL5000-05, APX 7500	29.40	29.40
1.00	C-EB40-SSP-1P	Faceplate for smart siren Platinum series 4 inch	20.50	20.50
1.00	C-MD-202	Tilt Swivel Motion Device	50.27	50.27
1.00	C-3329-UNV	Universal Keyboard Mount	102.53	102.53
1.00	C-FP-4	FILLER PLATE 4 INCH	8.60	8.60
1.00	C-FP-1.0	Filler plate 1inch	7.27	7.27
1.00	C-FP-.5	1/2 inch faceplate	7.95	7.95
1.00	C-DMM-2001	Havis Dash Mount Bracket Kit for 2013-2016 Ford Interceptor Utility	185.11	185.11
1.00	BK2019ITU20PB	PB450L4 WITH WHELEN ION	719.00	719.00
1.00	FK0400ITU20	PB5 FENDER WRAPS ALUMINUM	307.30	307.30
1.00	PK1126ITU20TM	#10XL C Coated Polycarbonate With Expanded Metal Window Security Screen,Tall man	643.30	643.30
1.00	QK0566ITU20	Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts & #12 Coated Polycarbonate Cargo Partition	943.60	943.60
1.00	MA5-0900600M-	Cradlepoint NetCloud Essentials for Mobile Routers (Prime) -subscription Enable wireless network packet forwarding and routing, and serves as an access point in a local area network with the Cradlepoint COR IBR900-600M-NPS wireless router. Also features a WWAN, also known as a "3G" or "4G" network that covers a wide area for better performance	1,025.00	1,025.00
2.00	AP-MP70-Q-BL	low profile housing provides an all-in-one antenna combination including: 2 high gain Cellular/LTE antennas, 3 high gain WiFi antennas (802.11 abgn,ac), and a GPS antenna with the correct connectors.	313.74	627.48
1.00	MVD-FB-CK4	FLASHBACK CABLE KIT	195.50	195.50



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P.O. NUMBER		TERMS	JOB OR UNIT #	
		NET 30	GPD P-2 W/C	
QUAN	DESCRIPTION		PRICE EACH	AMOUNT
1.00	PDRC CABLE KIT	CABLE KIT FOR PDRC DOCK SCREEN	109.00	109.00
1.00	DEFAULT 4030	Sbrpca wire harness	387.65	387.65
1.00	MISC PARTS	WIRE, LOOM, HARDWARE	600.00	600.00
1.00		SHIPPING COSTS	400.00	400.00
1.00	SERVICES	REUSE POWER CENTER DISTRIBUTION		
1.00	SERVICES	REUSE SMART SIREN		
1.00	SERVICES	REUSE SIREN SPEAKER		
1.00	SERVICES	REUSE SIREN BRACKET		
1.00	SERVICES	REUSE 44' LIGHT BAR		
1.00	SERVICES	REUSE ALL OF PERIMETER LIGHTING		
1.00	SERVICES	REUSE COMPUTER		
1.00	SERVICES	REUSE L3 CAMERA SYSTEM		
SUBTOTAL				\$7,513.55
TAX				\$770.13
TOTAL				\$8,283.68



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Gardena CA 90247

P.O. NUMBER		TERMS	JOB OR UNIT #	
		NET 30	GPD P-3 W/C	
QUAN	DESCRIPTION		PRICE EACH	AMOUNT
1.00	C-VS-1012-INUT	2020 Ford Interceptor Utility Specific Angled Consolewith 22 inches of total internal mounting space; 10 inches front angled, 12 inches rear horizontal	320.04	320.04
1.00	C-DMM-3015	Swing Up Device Mount for Ford 2020 Interceptor Utility Vehicle	316.52	316.52
1.00	CUP2-1001	Self-Adjusting Double Cup Holder	40.01	40.01
1.00	C-AP-0325	3 INCH INTERNAL POCKET HAVIS CONSOLE	30.43	30.43
1.00	C-TTP-INUT-1200	2020 FORD IU PREMIUM FOLD UP CARGO PLATE	437.09	437.09
1.00	C-TTP-INUT-1201	2020 FORD IU RAISED FOLD-UP CARGO PLATE FOR EQUIPMENT UNDERNEATH		
1.00	C-EB25-XTL-1P	1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL 2500, XTL5000-05, APX 7500	29.40	29.40
1.00	C-EB40-SSP-1P	Faceplate for smart siren Platinum series 4 inch	20.50	20.50
1.00	C-MD-202	Tilt Swivel Motion Device	50.27	50.27
1.00	C-3329-UNV	Universal Keyboard Mount	102.53	102.53
1.00	C-FP-4	FILLER PLATE 4 INCH	8.60	8.60
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1.00	C-FP-.5	1/2 inch faceplate	7.95	7.95
1.00	C-DMM-2001	Havis Dash Mount Bracket Kit for 2013-2016 Ford Interceptor Utility	185.11	185.11
1.00	BK2019ITU20PB	PB450L4 WITH WHELEN ION	719.00	719.00
1.00	FK0400ITU20	PB5 FENDER WRAPS ALUMINUM	307.30	307.30
1.00	PK1126ITU20TM	#10XL C Coated Polycarbonate With Expanded Metal Window Security Screen,Tall man	643.30	643.30
1.00	QK0566ITU20	Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts & #12 Coated Polycarbonate Cargo Partition	943.60	943.60
1.00	MA5-0900600M-	Cradlepoint NetCloud Essentials for Mobile Routers (Prime) -subscription Enable wireless network packet forwarding and routing, and serves as an access point in a local area network with the Cradlepoint COR IBR900-600M-NPS wireless router. Also features a WWAN, also known as a "3G" or "4G" network that covers a wide area for better performance	1,025.00	1,025.00
2.00	AP-MP70-Q-BL	low profile housing provides an all-in-one antenna combination including: 2 high gain Cellular/LTE antennas, 3 high gain WiFi antennas (802.11 abgn,ac), and a GPS antenna with the correct connectors.	313.74	627.48
1.00	MVD-FB-CK4	FLASHBACK CABLE KIT	195.50	195.50



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P.O. NUMBER		TERMS	JOB OR UNIT #	
		NET 30	GPD P-3 W/C	
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1.00	MISC PARTS	WIRE, LOOM, HARDWARE	600.00	600.00
1.00		SHIPPING COSTS	400.00	400.00
1.00	SERVICES	REUSE POWER CENTER DISTRIBUTION		
1.00	SERVICES	REUSE SMART SIREN		
1.00	SERVICES	REUSE SIREN SPEAKER		
1.00	SERVICES	REUSE SIREN BRACKET		
1.00	SERVICES	REUSE 44' LIGHT BAR		
1.00	SERVICES	REUSE ALL OF PERIMETER LIGHTING		
1.00	SERVICES	REUSE COMPUTER		
1.00	SERVICES	REUSE L3 CAMERA SYSTEM		
SUBTOTAL				\$7,513.55
TAX				\$770.13
TOTAL				\$8,283.68



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DATE	QUOTE #	CUST #
8/1/2019	0000002008	0000011

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Gardena CA 90247

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Gardena CA 90247

P.O. NUMBER		TERMS	JOB OR UNIT #	
		NET 30	2020 Ford IU Patrol P-16	
QUAN	DESCRIPTION		PRICE EACH	AMOUNT
2.00	I2J	Blue/Red.ION, Individual Control of each Color, Black Housing	121.80	243.60
1.00	SSFFP16	Headlight Flasher with 8 Flash Patterns, Plug and Play for 2016 Ford Interceptor Utility (Requires Ford Option 60A, pre-wire option).	77.40	77.40
1.00	MBFX11JJ	Ford Explorer, 2011-2014 and Police Interceptor Utility, 2013-2014, Two Split Red/Blue Lightheads	237.00	237.00
1.00	PE 215	STROBE.PRE-EMPTION SUPPLY (OPTICOM)	305.40	305.40
2.00	VTX609B	Blue, 9' Cable	81.00	162.00
1.00	HKB-FPIU16B	2017 Police Interceptor Utility	26.00	26.00
1.00	SSP3000 SMART	PLATINUM SMART SIREN	720.33	720.33
1.00	689000-00	RUMBLER SIREN SYSTEM	307.56	307.56
1.00	RB-FPIU20	2020 RUMBLER BKTS INTCEPTOR UTILITY	26.50	26.50
1.00	ESB-U	UNIVERSAL SIREN BKT FOR ES100C	17.60	17.60
1.00	ES100C	SIREN SPEAKER	131.56	131.56
4.00	MPS 620U-BR	6-LED Surface mount lighthead, BLUE/Red	75.00	300.00
2.00	MPSM6-LB	MPS 600 SERIES L BRACKET	7.95	15.90
2.00	MPS 620U-RW	6-LED Surface mount lighthead, Red/White	75.00	150.00
2.00	MPS1200U-RB	MicroPulse Ultra Red/Blue	76.00	152.00
1.00	FHL-TAIL	TAIL LIGHT FLASHER INTERCEPTOR UTILITY	39.75	39.75
2.00	USGT	FEDERAL SHOTGUN TIMER	35.51	71.02
2.00	20.1850 CLEAR	LINEAR STROBE CLEAR LENS	122.96	245.92
1.00	14.0553	CIG OUTLET X 3	18.57	18.57
1.00	390-0042-0	KUSSMAUL POWER CENTER DISTRIBUTION	318.00	318.00
1.00	C-VS-1012-INUT	2020 Ford Interceptor Utility Specific Angled Consolewith 22 inches of total internal mounting space; 10 inches front angled, 12 inches rear horizontal	320.04	320.04
1.00	C-DMM-3015	Swing Up Device Mount for Ford 2020 Interceptor Utility Vehicle	316.52	316.52
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1.00	C-EB25-XTL-1P	1-Piece Equipment Mounting Bracket; 2.5" Mounting Space, Fits Motorola XTL 2500, XTL5000-05, APX 7500	29.40	29.40
1.00	C-EB40-SSP-1P	Faceplate for smart siren Platnium series 4 inch	20.50	20.50
1.00	C-MD-202	Tilt Swivel Motion Device	50.27	50.27
1.00	C-3329-UNV	Universal Keyboard Mount	102.53	102.53



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310-973-1802 FAX: 310-978-0892

QUOTE**DATE**

8/1/2019

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Gardena Police Dept
Attn: Gina Ayers
1718 W. 162nd Street
Gardena CA 90247

P.O. NUMBER		TERMS	JOB OR UNIT #	
		NET 30	2020 Ford IU Patrol P-16	
QUAN	DESCRIPTION		PRICE EACH	AMOUNT
1.00	C-FP-4	FILLER PLATE 4 INCH	8.59	8.59
1.00	C-FP-1.0	Filler plate 1inch	7.27	7.27
1.00	C-FP-.5	1/2 inch faceplate	7.95	7.95
1.00	C-DMM-2001	Havis Dash Mount Bracket Kit for 2013-2016 Ford Interceptor Utility	185.11	185.11
1.00	BK2019ITU20PB	PB450L4 WITH WHELEN ION	719.00	719.00
1.00	FK0400ITU20	PB5 FENDER WRAPS ALUMINUM	307.30	307.30
1.00	PK1126ITU20TM	#10XL C Coated Polycarbonate With Expanded Metal Window Security Screen, Tall man	643.30	643.30
1.00	QK0566ITU20	Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts & #12 Coated Polycarbonate Cargo Partition	943.60	943.60
1.00	GK1028	SETINA TRACK DUAL GUN RACK NO LOCKS	125.30	125.30
1.00	GK10261LSSCA	Single T-Rail, Large Lock (AR-15 Only)	125.30	125.30
1.00	REM SHOTGUN	SHOTGUN LOCK W/STANDARD KEY (MC1)	89.95	89.95
2.00	AR-15 LOCK	AR 15 GUN LOCKS W/ STANDARD KEY (MC1AR)	105.50	211.00
1.00	FORD EXPL HAW	CUSTOM FORD EXPLORER SUV UTILITY BOX PATROL/GANG UNITS	1,650.00	1,650.00
1.00	MA5-0900600M-	Cradlepoint NetCloud Essentials for Mobile Routers (Prime) -subscription	1,025.00	1,025.00
		Enable wireless network packet forwarding and routing, and serves as an access point in a local area network with the Cradlepoint COR IBR900-600M-NPS wireless router. Also features a WWAN, also known as a "3G" or "4G" network that covers a wide area for better performance		
2.00	AP-MP70-Q-BL	low profile housing provides an all-in-one antenna combination including: 2 high gain Cellular/LTE antennas, 3 high gain WiFi antennas (802.11 abgn, ac), and a GPS antenna with the correct connectors.	336.15	672.30
1.00	MVD-FB-CK4	FLASHBACK CABLE KIT	195.50	195.50
1.00	PDRG CABLE KIT	CABLE KIT FOR PDRG DOCK SCREEN	109.00	109.00
1.00	DEFAULT 4030	Sbrpca wire harness	387.65	387.65
1.00	MISC PARTS	WIRE, LOOM, HARDWARE	600.00	600.00
1.00		SHIPPING COSTS	600.00	600.00
SUBTOTAL				\$14,169.32
TAX				\$1,452.35
TOTAL				\$15,621.67



4440 WEST BROADWAY HAWTHORNE CA, 90250
310-973-1802 FAX: 310-978-0892

QUOTE

DATE	QUOTE #	CUST #
8/5/2019	0000002009	0000011

CUSTOMER

City Of Gardena
Attn: Accounts Payable
1700 W. 162nd Street
Gardena CA 90247

SHIP TO:

Gardena Police Dept
Attn: Gina Ayers
1718 W. 162nd Street
Gardena CA 90247

P.O. NUMBER		TERMS	JOB OR UNIT #	
		NET 30	GPD 2019 P-17	
QUAN	DESCRIPTION		PRICE EACH	AMOUNT
1.00	SSFFP16	Headlight Flasher with 8 Flash Patterns, Plug and Play for 2016 Ford Interceptor Utility (Requires Ford Option 60A, pre-wire option).	77.40	77.40
1.00	RB-FPIU20	2020 RUMBLER BKTS INTCEPTOR UTILITY	26.00	26.00
1.00	C-VS-1012-INUT	2020 Ford Interceptor Utility Specific Angled Console with 22 inches of total internal mounting space; 10 inches front angled, 12 inches rear horizontal	320.04	320.04
1.00	C-DMM-3015	Swing Up Device Mount for Ford 2020 Interceptor Utility Vehicle	316.52	316.52
1.00	CUP2-1001	Self-Adjusting Double Cup Holder	40.01	40.01
1.00	C-AP-0325	3 INCH INTERNAL POCKET HAVIS CONSOLE	30.43	30.43
1.00	C-TTP-INUT-1200	2020 FORD IU PREMIUM FOLD UP CARGO PLATE	437.09	437.09
1.00	C-TTP-INUT-1201	2020 FORD IU RAISED FOLD-UP CARGO PLATE FOR EQUIPMENT UNDERNEATH		
1.00	C-EB25-XTL-1P	1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL 2500, XTL5000-05, APX 7500	29.40	29.40
1.00	C-EB40-SSP-1P	Faceplate for smart siren Platinum series 4 inch	20.50	20.50
1.00	C-MD-202	Tilt Swivel Motion Device	50.27	50.27
1.00	C-3329-UNV	Universal Keyboard Mount	102.53	102.53
1.00	C-FP-4	FILLER PLATE 4 INCH	8.60	8.60
1.00	C-FP-1.0	Filler plate 1 inch	7.27	7.27
1.00	C-FP-.5	1/2 inch faceplate	7.95	7.95
1.00	C-DMM-2001	Havis Dash Mount Bracket Kit for 2013-2016 Ford Interceptor Utility	185.11	185.11
1.00	BK2019ITU20PB	PB450L4 WITH WHELEN ION	719.00	719.00
1.00	FK0400ITU20	PB5 FENDER WRAPS ALUMINUM	307.30	307.30
1.00	PK1126ITU20TM	#10XL/C Coated Polycarbonate With Expanded Metal Window Security Screen, Tall man	643.30	643.30
1.00	QK0566ITU20	Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts & #12 Coated Polycarbonate Cargo Partition	943.60	943.60
1.00	MA5-0900600M-	Cradlepoint NetCloud Essentials for Mobile Routers (Prime) -subscription	1,025.00	1,025.00
		Enable wireless network packet forwarding and routing, and serves as an access point in a local area network with the Cradlepoint COR IBR900-600M-NPS wireless router. Also features a WWAN, also known as a "3G" or "4G" network that covers a wide area for better performance		
2.00	AP-MP70-Q-BL	low profile housing provides an all-in-one antenna combination including: 2 high gain Cellular/LTE antennas, 3	313.74	627.48



4440 WEST BROADWAY HAWTHORNE CA, 90250
310-973-1802 FAX: 310-978-0892

QUOTE

DATE	QUOTE #	CUST #
8/5/2019	0000002009	0000011

CUSTOMER

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Gardena CA: 90247

SHIP TO:

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Gardena CA 90247

P.O. NUMBER		TERMS	JOB OR UNIT #	
		NET 30	GPD 2019 P-17	
QUAN	DESCRIPTION		PRICE EACH	AMOUNT
	high			
	gain WiFi antennas (802.11 abgn,ac), and a GPS antenna with the correct connectors.			
1.00	MVD-FB-CK4	FLASHBACK CABLE KIT	195.50	195.50
1.00	PDRG CABLE KIT	CABLE KIT FOR PDRG DOCK SCREEN	109.00	109.00
1.00	DEFAULT 4030	Sbrpca wire harnes	387.65	387.65
1.00	MISC PARTS	WIRE, LOOM, HARDWARE	600.00	600.00
1.00		SHIPPING COSTS	400.00	400.00
1.00	SERVICES	REUSE POWER CENTER DISTRIBUTION		
1.00	SERVICES	REUSE SMART SIREN		
1.00	SERVICES	REUSE SIREN SPEAKER		
1.00	SERVICES	REUSE SIREN BRACKET		
1.00	SERVICES	REUSE 44' LIGHT BAR		
1.00	SERVICES	REUSE ALL OF PERIMETER LIGHTING		
1.00	SERVICES	REUSE COMPUTER		
1.00	SERVICES	REUSE L3 CAMERA SYSTEM		
SUBTOTAL				\$7,616.95
TAX				\$780.73
TOTAL				\$8,397.68

Partial Build K-9



4440 WEST BROADWAY HAWTHORNE CA, 90250
310-973-1802 FAX: 310-978-0892

QUOTE

DATE	QUOTE #	CUST #
8/15/2019	0000002028	0000011

CUSTOMER

City Of Gardena
Attn: Accounts Payable
1700 W. 162nd Street
Gardena CA 90247

SHIP TO:

Gardena Police Dept
Attn: Gina Ayers
1718 W. 162nd Street
Gardena CA 90247

P.O. NUMBER		TERMS	JOB OR UNIT #	
		NET 30	Gardena PD 2020 FORD UI K-9	
QUAN	DESCRIPTION		PRICE EACH	AMOUNT
2.00	I2J	Blue/Red ION, Individual Control of each Color, Black Housing	121.80	243.60
1.00	SSFFP16	Headlight Flasher with 8 Flash Patterns, Plug and Play for 2016 Ford Interceptor Utility (Requires Ford Option 60A, pre-wire option).	77.40	77.40
2.00	416900-BA	Corner LED Dual Color Corner LED with in-line flasher, Blue/Amber	46.00	92.00
1.00	MPSM6-FPIURS2	Spoiler Bracket mps600u, rear spoiler bracket kit,(3) lights on each side of spoiler	47.43	47.43
4.00	MPS 620-RA	6-LED Surface mount lighthouse, Red/Amber	75.00	300.00
4.00	MPS 620U-BA	6-LED Surface mount lighthouse, BLUE/Amber	75.00	300.00
1.00	SSP3000 SMART	PLATINUM SMART SIREN	720.33	720.33
1.00	MS4000U	mini-siren	146.51	146.51
1.00	689000-00	RUMBLER SIREN SYSTEM	307.56	307.56
1.00	RB-FPIU20	2020 RUMBLER BKTS INTCEPTOR UTILITY	26.00	26.00
2.00	ES 100	SIREN SPEAKER	158.47	316.94
2.00	ESB-U	UNIVERSAL SIREN BKT FOR ES100C	12.75	25.50
2.00	MPS1220U-RB	MicroPulse Ultra, Dual-Color RED/BLUE	90.00	180.00
4.00	MPS 620U-BR	6-LED Surface mount lighthouse, BLUE/Red	75.00	300.00
2.00	MPSM6-LB	MPS 600 SERIES L BRACKET	7.95	15.90
2.00	MPS 620U-RW	6-LED Surface mount lighthouse, Red/White	75.00	150.00
1.00	FHL-TAIL	TAIL LIGHT FLASHER INTERCEPTOR UTILITY	39.75	39.75
1.00	14.0553	CIG OUTLET X 3	18.57	18.57
1.00	SECURA CAR	SECURA CAR FOR K-9	134.32	134.32
1.00	F3 K-9	F3 System – Heat Alert and Deployment F3 K-9 Deployment and Heat Alert System with a pager	1,199.99	1,199.99
1.00	CK0471ITU20-10	2020 K-9 ULTIMATE 2 PACKAGE FORD UI	3,023.30	3,023.30
1.00	TK0841ITU20	Cargo Storage System – DSE – BSN	1,175.30	1,175.30
1.00	TPA12874	TOP MOUNT WHITEBOARD FOR SLIDING DRAWER	279.30	279.30
1.00	TPA9289	Cargo Radio Tray with no lock TRN	357.00	357.00
1.00	BK2019ITU20PB	PB450L4 WITH WHELEN ION	719.00	719.00
1.00	TROY CENTER	TROY CENTER CONSOLE 2020 FORD UI	1,300.00	1,300.00
1.00	MA5-0900600M-	Cradlepoint NetCloud Essentials for Mobile Routers (Prime) -subscription Enable wireless network packet forwarding and routing, and serves as an access point in a local area network with the Cradlepoint COR IBR900-600M-NPS wireless router. Also features a WWAN, also known as a "3G" or "4G" network that	1,025.00	1,025.00



4440 WEST BROADWAY HAWTHORNE CA, 90250
310-973-1802 FAX: 310-978-0892

QUOTE

DATE	QUOTE #	CUST #
8/15/2019	0000002028	0000011

CUSTOMER

City Of Gardena
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Gardena CA 90247

P.O. NUMBER		TERMS	JOB OR UNIT #	
		NET 30	Gardena PD 2020 FORD UI K-9	
QUAN	DESCRIPTION		PRICE EACH	AMOUNT
2.00	AP-MP70-Q-BL	covers a wide area for better performance low profile housing provides an all-in-one antenna combination including: 2 high gain Cellular/LTE antennas, 3 high gain WiFi antennas (802.11 abgn,ac), and a GPS antenna with the correct connectors.	325.00	650.00
2.00	MAGNETIC MIC	MAGNETIC MIC	25.00	50.00
1.00	IK-88-TP-USB-P	iKey Full Travel Keyboard	306.00	306.00
1.00	C-DMM-3015	Swing Up Device Mount for Ford 2020 Interceptor Utility Vehicle	316.52	316.52
1.00	DEFAULT 4030	Sbrpca wire harness	387.65	387.65
1.00	MISC PARTS	WIRE, LOOM, HARDWARE	600.00	600.00
1.00		SHIPPING COSTS	600.00	600.00
SUBTOTAL				\$15,430.87
TAX				\$1,520.17
TOTAL				\$16,951.04

11.9



City of Gardena City Council Meeting

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

Department: Recreation & Human Services

Meeting Date: August 27, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: AUTHORIZATION TO PURCHASE FURNITURE AND OFFICE HARDWARE FOR THE NAKAOKA COMMUNITY CENTER FROM D&R OFFICE WORKS, INC., IN THE AMOUNT OF \$88,576.92

COUNCIL ACTION REQUIRED:

Action Taken

Authorization to purchase furniture and office hardware for the Nakaoka Community Center from D&R Office Works, Inc., in the amount of \$88,576.92

STAFF SUMMARY AND RECOMMENDATION:

Staff respectfully recommends that the City Council authorize the Recreation & Human Services Department to purchase furniture and office hardware from D&R Office Works, Inc. for a total cost of \$88,576.92, which includes sales tax, the design, delivery, and installation.

The purpose of this proposal is to procure resources to reorganize personnel and provide a more efficient operation whereby improving communication and productivity. Using the existing building footprint, this reorganization recommended by staff will provide additional office space, new furniture, an updated reception area, and new lobby furniture for all to enjoy.

The furniture in the Nakaoka Community Center is dated, damaged, mismatched, and does not compliment the appearance of the facility. By acquiring new furniture and office hardware, it would assist in enhancing the Nakaoka Community Center for many years to come. The Nakaoka Community Center is an active part of the Gardena community, providing numerous programs and services to people of all ages. The enhancements will help to meet the evolving needs of our community.

This purchase utilizes the National Cooperative Purchasing Alliance (NCPA), Contract Number 07-39, which enables the City to use a pre-negotiated government contract price.

FINANCIAL IMPACT/COST:

Funding Source: Park-in-Lieu - \$88,576.92

ATTACHMENTS:

- 1) Quote with floor plans
- 2) Maxon Furniture, Inc. Special Agent Agreement Government Agency Sales
- 3) OCI Contract Seating – Special Government Pricing

Submitted by

Stephany Santin, Acting Director
Recreation & Human Services Dept.

Date 08/23/19

Concurred by

Edward Medrano, City Manager

Date 08/23/19



PROPOSAL

Date: 8/23/2019
Valid Until: 9/30/2019
Quote No.: 6081-R1
Salesperson: Karen Braun

9956 Baldwin Place, El Monte, CA 91731
626.454.4660 • DandROfficeWorks.com

BILL TO: City of Gardena
Stephany Santin
1700 West 162nd St
Gardena CA 90247-3778
310-345-1195 cell

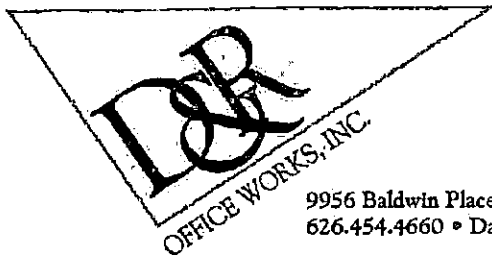
SHIP TO:

Item	Qty	Product	Unit	Extended
1	20	OCI 500 Symphony Club Chair	\$650.00	\$13,000.00
		Fabric Grade Selections 03 Grade 2		
		Grade 2 Fabrics ... PERSAUSION VINYL		
		Standard OCI Leg Finishes ... Skipped Option		
		TB133 Option ~ No Selection		
		Optional Extras 500 500CL Chrome, Black or Satin Leg Option		
		Optional Leg Finish SAT Satin		
Sub Total:				\$13,000.00
Delivery and Installation				\$500.00 \$500.00
LA Sales Tax				\$1,282.50 \$1,282.50
Total:				\$14,782.50

Accepted By:

Date:

TERMS: 50% DEPOSIT - BALANCE C.O.D.-UNLESS AN ACCOUNT IS SET UP
DELIVERY DURING NORMAL BUSINESS HOURS UNLESS OTHERWISE NOTED
AREA TO BE CLEARED OF ALL EXISTING FURNITURE PRIOR TO DELIVERY
PRODUCT IS NOT SUBJECT TO RETURN OR CREDIT ONCE ORDER HAS BEEN PLACED
QUOTE INCLUDES DELIVERY AND SET UP ON GROUND LEVEL. NO CARRY UP-
Unless arrangements have been made



PROPOSAL

Date: 7/26/2019
Valid Until: 8/30/2019
Quote No.: 6011-R1
Sales Rep: KAREN BRAUN

9956 Baldwin Place, El Monte, CA 91731
626.454.4660 • DandROfficeWorks.com

BILL TO: City of Gardena
Stephany Santin
1700 West 162nd St
Gardena CA 90247-3778
310-345-1195 cell

SHIP TO: SAME - NAKAOKA PARKS & REC
Stephany
GROUND

Item	Qty	Product	Unit	Extended
1	1	ALL INCLUSIVE QUOTE - PARKS/REC, SENIOR CENTER, DEMOUNTABLE WALLS INCLUDED	\$0.00	\$0.00
2	1	CONFERENCE CHAIRS NOT INCLUDED	\$0.00	\$0.00
3	21	925 1460-Y1-A9S Vault - Mesh Mid-High Ratchet Back, Simple Synchro-Tilt Control, A9 4 Way Adjustable Silver Arm	\$221.09	\$4,642.89
4	5	925 1260-GT-A18B-US Shuttle - Four Leg Guest Chair, A18B Arms Black, Mesh Back with Upholstered Seat	\$165.81	\$829.05
5	8	MAX M-EH36 Standard Double Block Duplex Harness 36W	\$60.65	\$485.20
6	1	MAX M-EPF3 Power In-Feed through End -Ceiling	\$73.51	\$73.51
7	8	MAX M-FB24 Worksurface Flat Bracket 24L Charcoal	\$13.29	\$106.32
8	1	MAX M-MK Master Key	\$5.36	\$5.36
9	5	MAX M-PFXC-S Prefix Straight Connector Kit	\$2.36	\$11.80
10	1	MAX M-PPSC48 Prepare External Table Top Sup Chnl 36"	\$40.71	\$40.71
11	6	MAX M-CTFB	\$7.71	\$46.26

Countertop Flat Bracket					
12	5	MAX	M-PPSC48	\$40.71	\$203.55
Prepare External Table Top Sup Chnl 36"					
13	1	MAX	M-MK	\$5.36	\$5.36
Master Key					
14	3	MAX	M-EH48	\$65.79	\$197.37
Standard Double Block Duplex Harness 48W					
15	3	MAX	M-SSTROUGH48	\$120.43	\$361.29
48"W Shared Trough					
16	1	MAX	M-SS144	\$94.71	\$94.71
Sealtight ceiling infeed					
17	3	MAX	M-SSUB248	\$173.79	\$521.37
48"W Support Beams (Box of 2)					
18	6	MAX	M-DAB1	\$4.29	\$25.74
Worksurf Attaching Bracket (Each)					
19	1	MAX	M-FB24	\$13.29	\$13.29
Worksurface Flat Bracket 24L Charcoal					
20	1	MAX	M-PPSC60	\$53.57	\$53.57
Prepare External Table Top Sup Chnl 48"					
21	6	MAX	M-C1L	\$14.57	\$87.42
Univ Cantilevered Worksurf Bracket LH					
22	6	MAX	M-C1R	\$14.57	\$87.42
Univ Cantilevered Worksurf Bracket RH					
23	27	MAX	M-LC	\$8.36	\$225.72
Lock Core Kit					
24	4	MAX	M-LF336-A	\$473.14	\$1,892.56
Ridgeline Lateral- 3-Dwr 36W A-Pull					
25	2	MAX	M-P51500-42	\$12.00	\$24.00
42.5" Base Panel Countertop Support					
26	2	MAX	M-PFXC-07HL	\$18.22	\$36.44

Prefix Variable Height Connector Kit 7.5H					
27	1	MAX	M-PFXC-15HL	\$19.29	\$19.29
Prefix Variable Height Connector Kit 15H					
28	4	MAX	M-PFXC-15HLS	\$19.29	\$77.16
Prefix In-Line Variable Height Finishing Kit 15H					
29	3	MAX	M-PFXC-42E	\$19.29	\$57.87
Prefix Panel End Covers 42.5H					
30	1	MAX	M-PFXC-42L	\$36.00	\$36.00
Prefix L Connector 42.5H					
31	1	MAX	M-PFXC-42W	\$42.86	\$42.86
Wall Starter Kit for Panels 42.5H					
32	4	MAX	M-PFXC-50E	\$20.14	\$80.56
Prefix Panel End Covers 50H					
33	6	MAX	M-PFXC-50L	\$38.36	\$230.16
Prefix L Connector 50H					
34	1	MAX	M-PFXC-50W	\$46.51	\$46.51
Wall Starter Kit for Panels 50H					
35	1	MAX	M-PFXC-65E	\$22.29	\$22.29
Prefix Panel End Covers 65H					
36	1	MAX	M-PFXC-65L	\$43.71	\$43.71
Prefix L Connector 65H					
37	3	MAX	M-PFXC-65T	\$43.71	\$131.13
Prefix T Connector 65H					
38	2	MAX	M-PFXC-65W	\$53.57	\$107.14
Wall Starter Kit for Panels 65H					
39	1	MAX	M-PFXC-78P	\$100.71	\$100.71
Prefix Integrated Power Pole 78"H					
40	7	MAX	M-PFXTC24	\$9.65	\$67.55
Prefix Panel Top Cap 24"W					
41	17	MAX	M-PFXTC36	\$15.65	\$266.05

Prefix Panel Top Cap 36"W					
42	2	MAX	M-PFXTC60	\$22.71	\$45.42
Prefix Panel Top Cap 60"W					
43	8	MAX	M-SYP20B-A	\$145.94	\$1,167.52
Sys & Desk Univ Pedestal 20Dx15Wx28H BBF A-Pull					
44	8	MAX	M-SYP20F-A	\$145.94	\$1,167.52
Sys & Desk Univ Pedestal 20Dx15Wx28H FF A-Pull					
45	7	MAX	M-USOH1536F	\$144.86	\$1,014.02
Univ OH Cab 15Hx36W Flipper Pnt Door					
46	3	MAX	M-SC183640-R	\$435.43	\$1,306.29
Storage Cabinet, 36"Wx18"Dx40"H					
47	4	MAX	M-LF336-A	\$473.14	\$1,892.56
Ridgeline Lateral- 3-Dwr 36W A-Pull					
48	13	MAX	M-SYP20B-A	\$145.94	\$1,897.22
Sys & Desk Univ Pedestal 20Dx15Wx28H BBF A-Pull					
49	6	MAX	M-SYP20F-A	\$145.94	\$875.64
Sys & Desk Univ Pedestal 20Dx15Wx28H FF A-Pull					
50	19	MAX	M-LC1S	\$8.79	\$167.01
Include Satin Removable Lock Core Kit					
51	6	MAX	M-SL3028O	\$72.43	\$434.58
30"D x 28"H O-Leg Support					
52	1	MAX	M-SSEL4828	\$345.43	\$345.43
Double Depth U-Leg (Box of 2) 55.5"D					
53	2	MAX	M-SSSL4828	\$141.43	\$282.86
Double Depth Shared U-Leg (Singles) 30"D					
54	2	MAX	M-LF230-A	\$346.29	\$692.58
Ridgeline Lateral- 2-Dwr 30W A-Pull					
55	4	MAX	M-ED1	\$11.57	\$46.28
Duplex Outlet Circuit #1					
56	4	MAX	M-ED2	\$11.57	\$46.28

Duplex Outlet Circuit #2

57	1	MAX	M-LFWT3672E	\$244.51	\$244.51
			Lateral File Worktop 36Dx72W Edgeband		
58	3	MAX	M-PFXM-4224FP	\$123.65	\$370.95
			Prefix Tackable Panel 42.5H x 24W No TC		
59	2	MAX	M-PFXM-4236FP	\$127.29	\$254.58
			Prefix Tackable Panel 42.5H x 36W No TC		
60	12	MAX	M-PFXM-6536FP	\$155.14	\$1,861.68
			Prefix Tackable Panel 65H x 36W No TC		
61	1	MAX	M-PXCT1572E	\$119.14	\$119.14
			Straight Countertop 72Wx15D		
62	1	MAX	M-ULRL243660	\$183.00	\$183.00
			Univ LH L-Return WS 24 x 36 x 60		
63	2	MAX	M-ULRL243672	\$192.65	\$385.30
			Univ LH L-Return WS 24 x 36 x 72		
64	1	MAX	M-ULRR243660	\$183.00	\$183.00
			Univ RH L-Return WS 24 x 36 x 60		
65	3	MAX	M-ULRR243672	\$192.65	\$577.95
			Univ RH L-Return WS 24 x 36 x 72		
66	1	MAX	M-URW2048	\$83.57	\$83.57
			Univ Rec WS 20 x 48		
67	7	MAX	M-URW2436	\$79.29	\$555.03
			Univ Rec WS 24 x 36		
68	1	MAX	M-URW3066	\$116.36	\$116.36
			Univ Rec WS 30 x 66		
69	6	MAX	M-URW2448N	\$90.00	\$540.00
			Univ Rec WS 24 x 48 No Grommets		
70	2	MAX	M-URW2460	\$98.57	\$197.14
			Univ Rec WS 24 x 60		
71	5	MAX	M-URW3066	\$116.36	\$581.80

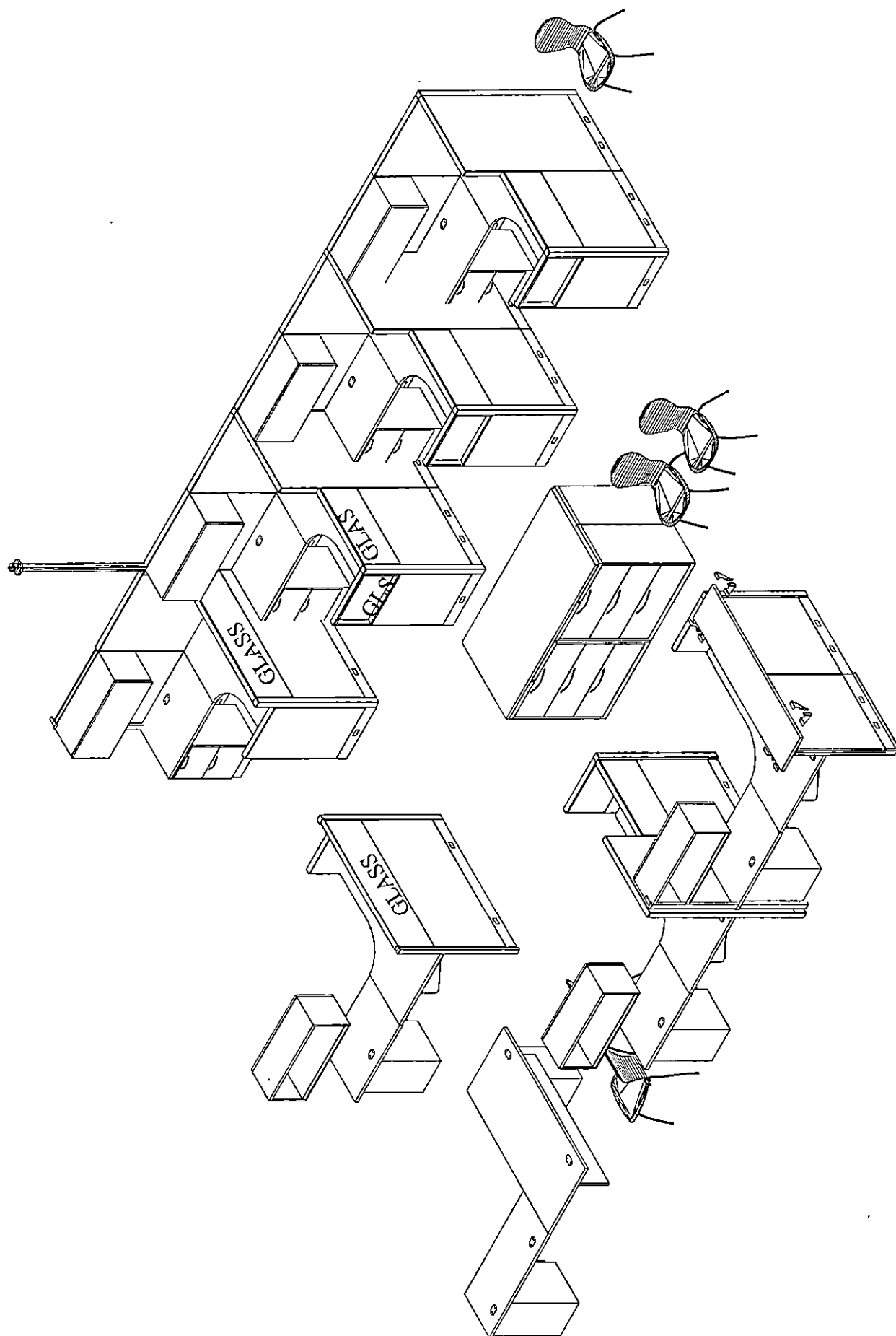
Univ Rec WS 30 x 66					
72	3	MAX	M-URW2042N	\$78.22	\$234.66
Univ Rec WS 20 x 42 No Grommets					
73	2	MAX	M-URW2048N	\$83.57	\$167.14
Univ Rec WS 20 x 48 No Grommets					
74	2	MAX	M-PXCT1548E	\$103.51	\$207.02
Straight Countertop 48Wx15D					
75	3	MAX	M-LFWT1872E	\$161.79	\$485.37
Lateral File Worktop 18Dx72W Edgeband					
76	1	MAX	M-LFWT1836E	\$98.14	\$98.14
Lateral File Worktop 18Dx36W Edgeband					
77	3	MAX	M-SSCFS4820	\$202.71	\$608.13
48"Wx20"H Shared Fabric Screen					
78	6	MAX	M-ED4	\$11.57	\$69.42
Duplex Outlet Circuit #4 - Isolated/Dedicated					
79	6	MAX	M-ED1	\$11.57	\$69.42
Duplex Outlet Circuit #1					
80	1	MAX	M-URW3072	\$125.57	\$125.57
Univ Rec WS 30 x 72					
81	1	MAX	M-URW2448	\$90.00	\$90.00
Univ Rec WS 24 x 48					
82	1	MAX	M-ICPSBX281524BBFMA	\$201.65	\$201.65
B/B/F SuppPed 28Hx24D RecessKP Mtl-A-Pull					
83	1	MAX	M-ICPSBX281518FFMA	\$192.00	\$192.00
F/F SuppPed 28Hx18D RecessKP Mtl-A-Pull					
84	1	MAX	M-LFWT1860E	\$137.79	\$137.79
Lateral File Worktop 18Dx60W Edgeband					
85	4	MAX	M-PFXH-5024FGP	\$189.65	\$758.60
Prefix Tackable Glass Panel 50H x 24W No TC					
86	4	MAX	M-PFXH-5036FGP	\$222.43	\$889.72

Prefix Tackable Glass Panel 50H x 36W No TC					
87	2	MAX	M-PFXH-5060FGP	\$290.57	\$581.14
Prefix Tackable Glass Panel 50H x 60W No TC					
88	1	MAX	M-SSLM6013	\$75.86	\$75.86
60"Wx13"H Laminate Modesty Panel					
89	1	MAX	M-SSLM4834	\$88.08	\$88.08
48"W x 34"H Double End-of-Run Laminate Screen					
90	5	MAX	M-SSLM6013	\$75.86	\$379.30
60"Wx13"H Laminate Modesty Panel					
91	2	MVD	APLEGA24S	\$187.32	\$374.64
A-Frame Leg, 24" Silver					
92	1	MVD	APRE3672	\$303.24	\$303.24
Table, Rectangular, 36x72					
				Sub Total:	\$35,172.01
				\$2,813.76	\$2,813.76
Delivery and Installation					
				\$3,608.65	\$3,608.65
LA Sales Tax					
				\$32,200.00	\$32,200.00
DEMOUNTABLE WALLS&DEMO					
				Total:	\$73,794.42

Accepted By:

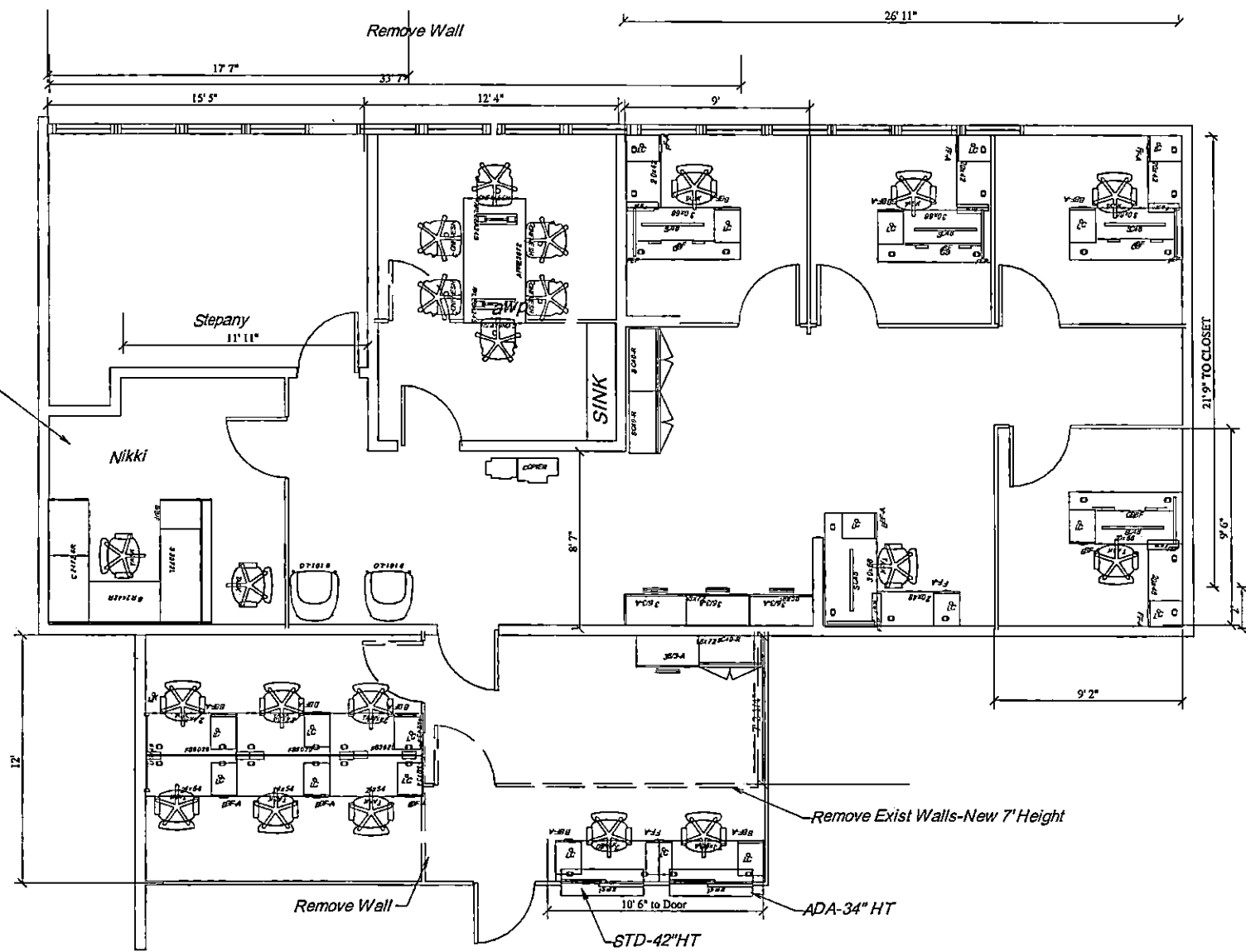
Date:

TERMS: 50% DEPOSIT - BALANCE NET 30
DELIVERY DURING NORMAL BUSINESS HOURS UNLESS OTHERWISE NOTED
AREA TO BE CLEARED OF ALL EXISTING FURNITURE PRIOR TO DELIVERY
PRODUCT IS NOT SUBJECT TO RETURN OR CREDIT ONCE ORDER HAS BEEN PLACED



65" HIGH Panels along window wall-Block view but not light

Owner to remove existing cabinets





Furnishing A Nation

Nationwide, Maxon Furniture dealerships have furnished local municipalities, government agencies, healthcare centers, education institutions, and non-profits with top-quality furniture solutions.

Cooperative Purchasing Power

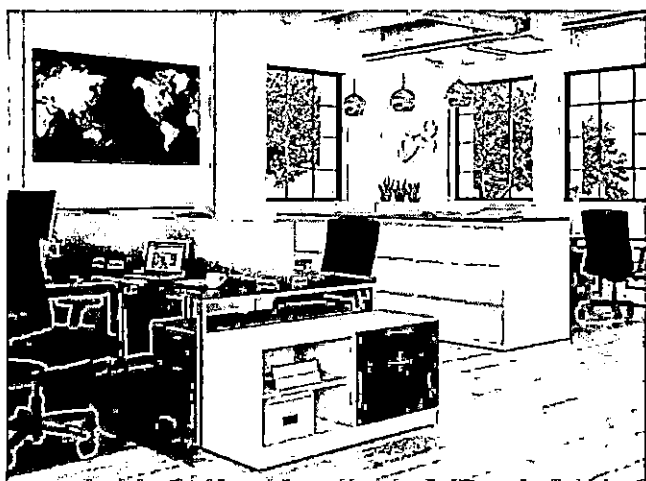
National Cooperative Purchasing Alliance provides contracts across many product and service spectrums: www.ncpa.us
NCPA is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states.

NCPA contracts are available for use to over 90 thousand agencies nationwide in the public and non-profit sectors including: K-12, Higher Education, City, County, State, Healthcare, Church/Religious and Non-Profit organizations.

NCPA contracts are competitively bid:

- The lead agency issues a competitive solicitation on behalf of NCPA and all public agencies.
- The solicitation is advertised nationally for a minimum of 30 days.
- The solicitation contains "piggybacking" language.
- Vendors respond to the solicitation with sealed responses that are opened publicly.
- Responses are evaluated and awarded based on "Identified Evaluation Criteria".

NCPA Agency registration is easy and free to use the awarded contracts. Agencies can visit ncpa.us/register.



The Right Mix

Maxon Furniture Inc. offers a complete range of workstations, freestanding desking options, filing and storage solutions, tables and accessories, along with personalized service to deliver on achieving a quality solution at the right price. Maxon products are covered by our Limited Lifetime Warranty.

The Right Price

Leverage the purchasing power of the NCPA Contract and save 77% on every Maxon order. There are no minimum purchasing amounts and volume discounts may be available for larger projects. Please reach out to your local Maxon Furniture dealership for details.

Product Categories
All Maxon Products

Starting Discount Off List
77%





NCPA Contract Summary

Contract Name: National Cooperative Purchasing Alliance (NCPA) – Furniture, All Types
Contract Number: 07-39
Contract Term: August 17, 2018 – October 31, 2021

CONTRACT TERMS

Eligible End-Users

This contract is available for use and benefit for all federal, state and local governments, all education categories, healthcare and non-profit entities who are NCPA members. If not a member, agencies are required to register to use the contract: www.ncpa.us/page/about. There is no fee associated with registration. Visit the NCPA website www.ncpa.us/vendors/maxon to view Maxon's contract information. For questions regarding End-User eligibility please contact our Maxon Customer Support team.

Product Information

Available Product Categories

- Case goods
- Classroom & Library
- Dormitory Furniture
- Ergonomic Solutions
- Filing Storage
- Seating/Chairs
- Tables/Meeting Conference Room
- Workstation/Systems Furniture

Excluded Products

None

Non-Contract Items

Items not approved on contract cannot be quoted or represented as a contract sale; non-contract items will not be accepted on an order.

Specials are considered non-contract items; however, they will be allowed with the following limitations:

- Specials are considered a non-contract item, not approved on contract, and should not be represented as a contract sale; however, they can be quoted and accepted on an order with contract items.
- Non-contract items must be clearly marked as "item not on contract" on any quote provided to an End User underneath this contract.
- List pricing is determined on a case-by-case basis; all requests should be sent to your Maxon Sales Rep.
- Approved non-contract specials will receive the non-contract item discount listed above.
- Please contact your Maxon Sales Rep for further details regarding specials.

Pricing Information

Price List: January 1, 2019
Surcharge: A 2.95% tariff/surcharge is applied to all product totals
Discount: 77% on all product

Contract Terms & Conditions

Payment

1% 20 Net 30 Days

Delivery

All orders must be delivered and installed within 60 days.

Maxon production, national distribution and logistics networks support transportation of our products throughout the United States. We have experience coordinating major projects as well as delivering a single piece of furniture. Maxon markets and distributes our products through our nationwide network of loyal dealers. Those same loyal dealers will be available to quote inside delivery and installation charges on a per project basis.

Services

Quotes to the End User must reflect a separate line item for each of these services.

Design:	Quoted by project, not to exceed \$75 per hour.
Reconfiguration:	Quoted by project
Installation:	Not to exceed 30% of the net product value

Discounts include all charges for delivery and inside delivery; inside delivery is defined as unloading and delivering items, in their shipping carton, to the ordering agency and placing inside the door on the first or ground level floor of the building. *Quotes which incorporate a fee for "delivery" will not be accepted, dealers may not charge end users for this service.*

Bid Pricing

Is this contract eligible for bid pricing? Yes ☒ or No ☐

If yes, there is a \$30K list minimum requirement for bid requests. These are subject to approval and must be submitted through your Maxon Sales Rep.



Schedule

Contract GS-28F-0015U



Advantage !

www.gsaadvantage.gov

GSA Contract Information

FSC Group 71, Part 1, Office Furniture

Contractor Name:	Sitwell	Price List Net Prices (Discount already applied)
Ordering Information:	Sitwell 14815 Radburn Ave Santa Fe Springs Ca. 90703 (866) 624-4968 (562) 802-0464	Lowest Prices Item: S-15 Stack Chair \$ 53 Special Item# (SIN): 711-18 Multipurpose Seating 711-19 Stacking Chairs, Dollys 711-95 Intallation Services 711-91 Project Management
Web Site:	www.sitwell.com	Delivery: FOB Destination Continental US
Payment Address:	Same as above	Warranty: Lifetime on Components 5 Years on Foam & Fabric
Contract Number:	GS-28F-0015U	Time of Delivery: In-Stock items 1-2 Days ARO Express Fabrics 2-3 days ARO All Other fabrics 7 days ARO
Contract Period:	March 19, 2018-March 18, 2023	
Federal Tax I.D. #:	95-4888637	
Cage Code #	4W3C3	
SIC #:	25-22	
Business Size:	Small	
Prompt Payment Terms:	1% 10 Days Net 30 Days	Minimum Order: \$100 Maximum Order: \$100,000
Credit Cards:	Government and Commercial Credit Cards Accepted	Geographic Coverage 48 Cont. States & WA.DC.
Cancellation Fee:	No Cancellation fee if order is cancelled before production. Government is responsible for actual costs if product cannot be sold in a reasonable time.	Installation Services: Orders up to \$500 will have a \$100 Min Orders Over \$500, 15% of net order For Large projects, please contact Sitwell Quantity Discounts: Orders of \$1-15,000 Net Prices Printed \$15,001-25,000 Net Additional 2% Discount \$25,001-50,000 Net Additional 4% Discount \$50,001-75,000 Net Additional 6% Discount \$75,001-100,000 Net Additional 8% Discount
Return/Re-Stocking Fee:	A 25% re-stocking fee will apply to all returned products. Government is also responsible for all return freight charges.	Urgent Requirements: Call Sitwell, will accommodate if possible
Export Packing Charges:	Call for Sitwell quote	Participating Dealers: Contact Sitwell 866-624-4968 Orders@ocisitwell.com Sales@ocisitwell.com



City of Gardena City Council Meeting

Agenda Item No. 8.G. (1)

Department: Transportation

Meeting Date: August 27, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: APPROVAL OF AGREEMENT WITH MAKAI SOLUTIONS, INC. FOR
FACILITIES MAINTENANCE SERVICES FOR A CONTRACT TOTAL OF
\$46,464

COUNCIL ACTION REQUIRED:

Action Taken

Approve Agreement

RECOMMENDATION AND STAFF SUMMARY:

The City of Gardena's is in need services to provide genuine replacement parts, safety inspections, preventative maintenance services and repairs for its Rotary Heavy-Duty Vehicle lifts, Graco fluid pumps, reels and dispensing equipment, vacuum systems and other associated equipment as needed. This equipment is used to ensure GTrans' fleet and equipment are in good working order to support its transit services.

In preparation for this process, GTrans issued an Invitation for Bid (IFB) through PlanetBids and notified approximately 105 potentially qualified firms, with 10 firms registering for this particular solicitation. GTrans also advertised the IFB in the Daily Breeze newspaper, DBEGoodFaith.com and other industry sources. GTrans received four bids.

Term	Air & Lube Systems	Autolift Services	Makai Solutions	Southwest Lift & Equipment
Base Y1	\$42,555.24	\$10,150	\$8,976	\$24,300
Base Y2	\$42,555.24	\$10,443	\$8,976	\$24,300
Opt Y1	\$43,405.42	\$10,730	\$9,328	\$24,300
Opt Y2	\$44,273.73	\$11,020	\$9,504	\$24,300
Opt Y3	\$45,175.73	\$11,310	\$9,680	\$24,300
Total	\$217,965.36	\$53,650	\$46,464	\$121,500
On Call Rate	\$135.85/hr	\$175/hr	\$102/hr	\$140/hr

Makai Solutions, Inc. was the most responsive and responsible bidder, and provided the lowest bid. Located in Gardena, Makai has done business with GTrans in the past and has provided excellent service.

Therefore, it is recommended that Council approve the agreement with Makai Solutions, Inc. for a total contract amount of \$46,464, which will cover the two-year base agreement, and three one-year options, exercised at GTrans' sole discretion. GTrans will also include funds each year to cover unforeseen work, which shall be completed at the labor rates outlined in the scope of work and reflected above.

FINANCIAL IMPACT/COST:

Funds for GTrans' FY20 facilities equipment maintenance services are included in the budget previously approved by the City Council. Funds for subsequent years will be included in the GTrans budget presented for Council approval each year. There is no impact to the General Fund.

ATTACHMENTS:

A. Contract Between City of Gardena and Makai Solutions, Inc.

Submitted by Ernie Crespo, Ernie Crespo, Transportation Director Date 8/20/19
Concurred by Edward Medrano, Edward Medrano, City Manager Date 8/21/19



PUBLIC WORKS CONTRACT

PROJECT NO. 2019-11

CONTRACT

THIS CONTRACT is made and entered by and between THE CITY OF GARDENA, a municipal corporation ("City") and MAKAI SOLUTIONS (hereinafter "Contractor"). It is agreed by and between the parties that:

1. WORK

- 1.1 Contractor agrees to perform work (the "Work") as, more particularly described in Invitation for Bid No. 2019-11 Facilities Equipment Maintenance ("IFB 2019-11") **which document is incorporated herein by reference and made a part of this Contract.**
- 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 The Standard Specifications for Public Works Construction ("Greenbook") shall be the Standard Specifications of the City. Unless otherwise indicated, the latest edition, including supplements, of the Greenbook shall apply.

2. SCHEDULE

- 2.1 Contractor shall commence and diligently pursue the Project to completion as set forth in IFB 2019-11, except as such time may be extended in writing by City.
- 2.2 If the Work called for under the Contract is not completed before the date specified, damage will be sustained by City and it will be impracticable to determine the actual damage which City will sustain in the event of such delay. Therefore, it is agreed that Contractor shall pay to City \$ 200.00 per day for each and every working day's delay beyond the completion date. In the case the damages are not paid, Contractor agrees that City may deduct the amount from any money due or that may become due Contractor under the Contract. Compliance with the Greenbook is not required for liquidated damages to be assessed.

3. CONTRACT PRICE

- 3.1 City shall pay to Contractor in accordance with Contractor's Bid Form as full consideration for the performance of the Work.

4. PAYMENTS

- 4.1 Payments to Contractor shall be made in accordance with the specifications in IFB 2019-11. All requests for payment shall be accompanied by the appropriate conditional waiver and releases in the form set forth in Civil Code section 3262.

- 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: 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>).

AA requirement to furnish electronic certified payroll records to the Labor Commissioner applies to all public works projects/

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.

- 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 cash 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, 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:
- 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**
Dana Pynn
13999 S. Western Ave.
Gardena, CA 90249

Contractor: Makai Solutions
Daniel Peterson II
1653 W. El Segundo Blvd.
Gardena, CA 90249

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: _____
CITY MANAGER (Sign)

Date: _____
SEAL

Attest:

By: _____
CITY CLERK (Sign)

Date: _____

CONTRACTOR

By: _____
Sign / Title

Date: _____

Attest: (Contractor)

By: _____
Sign / Title

Date: _____

APPROVED AS TO FORM:

By:  _____
CITY ATTORNEY (Sign)

Date: 5/21/2019



City of Gardena City Council Meeting

Agenda Item No.: 9. A. (1)
Department: COUNCIL ITEMS
Meeting Date: 08/27/2019
Resolution No. 6408

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6408, WITHDRAWING FROM THE CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY

<u>COUNCIL ACTION RECOMMENDED:</u> • Adopt Resolution No. 6408	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u> Staff respectfully recommends that the City Council adopt Resolution No. 6408, to withdraw from the California Cities for Self-Reliance Joint Powers Authority (Authority). The Authority was formed in 2001 to promote and protect the common interests of Member Cities. Although a founding member of the Authority, Council action was taken to withdraw its membership in March 2015. In October 2018, membership in the Authority was reconsidered by the City Council and the City of Gardena rejoined it as a Trade Member, and an Addendum Agreement to admit the City was adopted and approved by all the Member Cities. Based on the current unpredictable function and future of the Authority, as well as the continuing cost of membership, it is not considered to be in the best interest of the City to continue as a Trade Member of the Authority. Resolution No. 6408 formalizes the City's withdrawal from the California Cities for Self-Reliance Joint Powers Authority.	
<u>FINANCIAL IMPACT/COST:</u> • None	
<u>ATTACHMENT:</u> • Resolution No. 6408	
Submitted by <u>Edward Medrano</u> , Edward Medrano, City Manager Date: <u>8/23/19</u>	

RESOLUTION NO. 6408

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA,
CALIFORNIA, WITHDRAWING FROM THE CALIFORNIA CITIES FOR
SELF-RELIANCE JOINT POWERS AUTHORITY**

WHEREAS, the California Cities for Self-Reliance Joint Powers Authority ("Authority") was formed on July 11, 2001, by the execution of a Joint Powers Authority Agreement ("Agreement") to promote and protect the common interests of the Member Cities; and

WHEREAS, although the City of Gardena ("City") was a founding member of the Authority, Council action was taken to withdraw from the Authority in March 2015, based on financial terms and conditions proposed by other Member Cities that were not in the best interest of the City; and

WHEREAS, in October 2018, the members of the City Council reconsidered membership in the Authority and rejoined as a Trade Member, and an Addendum Agreement to admit the City was adopted by the City and approved by all of the Member Cities; and

WHEREAS, based on the current unpredictable function and future of the Authority, as well as the continuing cost of membership, the City Council does not consider it to be in the best interest of the City of Gardena to continue as a Trade Member of the Authority;

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

SECTION 1. That the City of Gardena hereby withdraws from the Authority.

SECTION 2. The City Manager is instructed to provide each Member City notice of withdrawal in accordance with the provisions of Section 7(1) of the Agreement.

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 said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 27th day of August, 2019.

TASHA CERDA, Mayor

ATTEST:

MINA. SEMENZA, City Clerk

APPROVED AS TO FORM:



PETER L. WALLIN, City Attorney