



# GARDENA CITY COUNCIL

## Regular Meeting Notice and Agenda

Council Chamber at City Hall  
1700 W. 162<sup>nd</sup> Street, Gardena, California  
Website: [www.cityofgardena.org](http://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, September 10, 2019**

**Closed Session – 7:00 p.m.**  
**Open Session – 7:30 p.m.**

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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](mailto: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.

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### 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 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

Laura Thompson and Rachel Carter

Youth Members of the Gardena Sister City Association

B. INVOCATION

The Reverend Douglas Brown, Pastor

Gardena Valley Baptist Church

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

(1) Gardena Military Veteran Recognition to Honor Veteran Mr. John P. Kaper, who served in the U.S. Marine Corps. He was chosen at the recommendation of Council Member Mark Henderson ***(to be accepted by Mr. Kaper)***

(2) "Reducing Youth Access to Tobacco Products" Presentation  
***(to be given by Carol Almeda, a representative of the Asian American Drug Abuse Program (AADAP))***

B. PROCLAMATIONS

(1) "City of Gardena 89<sup>th</sup> Anniversary Day," September 11, 2019 ***(to be proclaimed only)***

(2) "Constitution Week," September 17-23, 2019 ***(to be proclaimed only)***

(3) "20<sup>th</sup> Annual Keep Gardena Beautiful Day," September 21, 2019 ***(to be proclaimed only)***

**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 27, 2019
  - (b) Planning & Environmental Quality Commission Meeting, August 6, 2019
- (2) Affidavit of Posting Agenda on September 6, 2019

**C. CITY TREASURER**

- (1) Approval of Warrants / Payroll Register
  - (a) September 10, 2019

**D. CITY MANAGER**

- (1) Personnel Report No. P-2019-16
- (2) RESOLUTION NO. 6410, Approving the Modified California Games Collection Rates at Hustler Casino
- (3) Approval of Assignment and Assumption of Agreement for City Attorney Legal Services

## 5. CONSENT CALENDAR (Continued)

### D. CITY MANAGER (Continued)

- (4) RESOLUTION NO. 6411, Exclusively Fixing and Establishing the Wages, Hours, and Terms and Conditions of Employment for all Unrepresented Police Manager Positions
- (5) ORDINANCE NO. 1807, Making Changes to Chapter 18.19, Mixed Use Overlay Zone, of the Gardena Municipal Code Relating to Transitional and Supportive Housing (Introduced by Council Member Mark E. Henderson, August 27, 2019)
- (6) Approval of Agreement with Jobel Rentino for Procurement Consulting Services, Not to Exceed Amount of \$75,000

## 6. EXCLUDED CONSENT CALENDAR

## 7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

### A. September 3, 2019, MEETING

#### (1) Zone Code Amendment #3-19

Ordinance No. 1806, related to Wireless Facilities, will modify the manner in which the City will process applications for wireless facilities in order to comply with federal rules and regulations. References to complying with the Site Plan procedure for wireless facilities will be removed from the Municipal Code and a new section will be added providing the wireless facilities will be processed in accordance with a policy to be adopted by Resolution of the City Council.

**Project Location:** Citywide

**Applicant:** City

**Commission Action:** Commission approved Resolution No. PC 10-19, recommending the City Council adopt Ordinance No. 1806.

**Receive and File**

#### (2) Conditional Use Permit #1-19

A request to continue operating an existing massage establishment in the Commercial (C-2) zone, per Section 18.46.030.C.28 of the Gardena Municipal Code.

**Project Location:** 1630 West Redondo Beach Boulevard, Suite 11

**Applicant:** Shunichiro Kawabata

**Commission Action:** Commission approved Resolution No. PC 14-19, approving CUP #1-19.

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

## 7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET (Continued)

### A. September 3, 2019, MEETING (Continued)

#### (3) Conditional Use Permit #4-19

A request to allow the on-site sale and consumption of beer and wine ancillary to an existing restaurant establishment located in the General Commercial/Mixed-Use Overlay (C-3/MUO) zone, per Section 18.32.030.B of the Gardena Municipal Code.

**Project Location: 15420 South Western Ave, Suite B (APN: 6103-015-051)**

**Applicant: Grace Yang**

**Commission Action:** Commission approved Resolution No. PC 15-19, approving CUP #4-19.

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

### ORAL COMMUNICATIONS

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

## 8. DEPARTMENTAL ITEMS

### A. ADMINISTRATIVE SERVICES

- (1) Acceptance of Project and Notice of Completion – Nakaoka Center AV Improvement Project – VectorUSA

**Staff Recommendation: Accept Project and Notice of Completion**

### B. COMMUNITY DEVELOPMENT – **No Items**

### C. ELECTED & ADMINISTRATIVE OFFICES – **No Items**

### D. GENERAL SERVICES

- (1) Approval of \$70,000 Budget Appropriation to 170<sup>th</sup> Street Improvement, from Normandie Ave. to Vermont Ave., JN 944, to Expand the Scope

**Staff Recommendation: Approve Budget Appropriation for JN 944 170<sup>th</sup> Street Improvement**

### E. POLICE – **No Items**

### F. RECREATION & HUMAN SERVICES

- (1) Approve Mini Pitch Program Grant Agreement for Bell Park – Fiscal Year 2020

**Staff Recommendation: Approve Mini Pitch Program Grant Agreement for Bell Park**

## 8. DEPARTMENTAL ITEMS (Continued)

### G. TRANSPORTATION

- (1) Approval of Agreement with Red Kite Consulting, Inc. for Training Services, Not to Exceed Amount of \$75,000

**Staff Recommendation: Approve Agreement**

## 9. COUNCIL ITEMS, DIRECTIVES, & REMARKS

### A. COUNCIL ITEMS – *No Items*

### B. COUNCIL DIRECTIVES

### C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

### D. COUNCIL REMARKS

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

## 10. ANNOUNCEMENTS

## 11. REMEMBRANCES

All those who lost their lives as a result of the terrorist attacks within the United States on September 11, 2001, **Mrs. Frances Alice Greco Langhans**, 92 years of age, long-time resident of Gardena, and beloved mother of former City of Gardena Personnel Technician Janis Greco, who retired in April 2012, after 45 years of service in the Personnel Division of the City Manager's Office; **Mrs. Ernestina Madrid Lopez**, 90 years old, beloved Aunt of Customer Service Clerk II Elva Bayardo, in the City of Gardena City Clerk's Office; and **Mr. Napoleon Debise**, 64 years of age, former City of Gardena Police Service Officer, who retired in May 2013 after over 20 years of service in the Police Department.

## 12. ADJOURNMENT

The Gardena City Council will adjourn to a Regular City Council Meeting, at 7:00 p.m., on Tuesday, September 24, 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 6<sup>th</sup> day of September, 2019

/s/ MINA SEMENZA  
MINA SEMENZA, City Clerk

**GARDENA MILITARY VETERAN RECOGNITION****HONORING****JOHN P. KAPER**

*(selected by Council Member Mark E. Henderson)*

Born in Anchorage, Alaska, Mr. John P. Kaper is 73 years old, and a long-time resident of Gardena.

**Military Service:**

When 19 years old, Mr. Kaper enlisted in the U.S. Marine Corps on January 6, 1966, and served until he was Honorably Discharged on March 10, 1969, with the Marine Occupational Specialty of 0311 Infantry Rifleman and the rank of Corporal (E-4).

His military service was during the Vietnam War.

While in Vietnam, he was with the Alpha Company, 1<sup>st</sup> Battalion, 7<sup>th</sup> Motor Transport from March 1967 to October 1967, then transferred to Charlie Company, 1<sup>st</sup> Battalion, 1<sup>st</sup> Marine Regiment, 1<sup>st</sup> Division and served with them from October 1967 until June 1968 when he was wounded as his unit was conducting a search and destroy operation and made contact with North Vietnam troops in the Khe Sahn area.

Because of his injury, Kaper was transported back to America on the USS Repose AH-16, admitted to the Long Beach Naval Hospital, and was a patient there for eight months recovering from the gunshot wound. While hospitalized, he was placed on a temporary disabled list until he was discharged.

**Awards:**

For Marine Corporal John Kaper's exemplary military service, he was awarded the following:

- Good Conduct Medal
- Vietnam Campaign Medal
- Purple Heart Medal
- National Defense Service Medal
- Vietnam Service Medal, 1 Star
- Marksman Rifle Shooting Badge

*TO BE PROCLAIMED ONLY*

**“ CITY OF GARDENA 89<sup>th</sup> ANNIVERSARY DAY ”**

**~ SEPTEMBER 11, 2019 ~**

The City of Gardena, California, was incorporated on Thursday, September 11, 1930, combining the rural communities of Gardena, Moneta, and Strawberry Park into a Municipal Corporation. At that time, Gardena was a small farming community of about 20,000 people.

Eighty-nine years later, with a population of over 61,000 residents, Gardena has developed into a busy, desirable destination for new residents and a welcoming setting for visitors and corporate citizens.

In sustained and fitting recognition of Gardena’s 75<sup>th</sup> Anniversary landmark theme, “Celebrating History, Heritage, and Opportunity,” we have continued over the past fourteen years to celebrate, with great pride, our cultural wealth and remarkable ethnic diversity through annual City and community events and activities.

Now, Therefore, I, TASHA CERDA, Mayor of the City of Gardena, California, am very proud to proclaim **Wednesday, SEPTEMBER 11, 2019**, to be

**CITY OF GARDENA  
89<sup>th</sup> ANNIVERSARY DAY**

to bring appropriate recognition and awareness of our beautiful community’s multi-faceted history and rich heritage, and to look forward to opportunities to celebrate its progress and success far into our City’s future.



***TO BE PROCLAIMED ONLY***

**" CONSTITUTION WEEK "**

**— September 17 through September 23, 2019 —**

September 17, 2019, marks the two hundred thirty-second anniversary of the drafting of THE CONSTITUTION OF THE UNITED STATES OF AMERICA by the Constitutional Convention.

Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America, designating September 17 through 23 as Constitution Week; and therefore, it is fitting and proper to accord official recognition to this magnificent document and to its memorable anniversary.

The National Society of the Daughters of the American Revolution began the celebration of Constitution Week and is just one of the numerous devoted and patriotic organizations that will be celebrating the 232<sup>nd</sup> Anniversary of the drafting of this momentous and unique document.

NOW, THEREFORE, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim **SEPTEMBER 17-23, 2019**, to be

**CONSTITUTION WEEK**

in the City of Gardena and urge all citizens to study the Constitution and to reflect on the privileges, as well as on the rights and responsibilities, of being an American.

## **" 20<sup>th</sup> ANNUAL KEEP GARDENA BEAUTIFUL DAY "**

**~ Saturday, September 21, 2019 ~**

On Saturday, September 21, 2019, volunteers representing community groups, individual citizens, and City of Gardena Elected Officials and City Staff, will work together for an annual *"Community Clean-Up Day."*

These dedicated Volunteers will work to *"Keep Gardena Beautiful,"* by sprucing up our City Parks, by cleaning the rights of way along our streets, as well as by working within our neighborhoods. Also, flowers will be planted; painting will be done; and minor "fix-ups" will be accomplished. City Manager Staff, supported by members of the General Services Department, in conjunction with the Gardena Beautification Committee, are coordinating all projects for the day. Following these worthwhile activities, Community Clean-Up participants are invited to enjoy lunch at Gardena's Mas Fukai Park.

In recognition and support of Gardena's community-wide, beautification effort, **Saturday, September 21, 2019**, is proclaimed to be the

# **20<sup>th</sup> ANNUAL KEEP GARDENA BEAUTIFUL DAY**

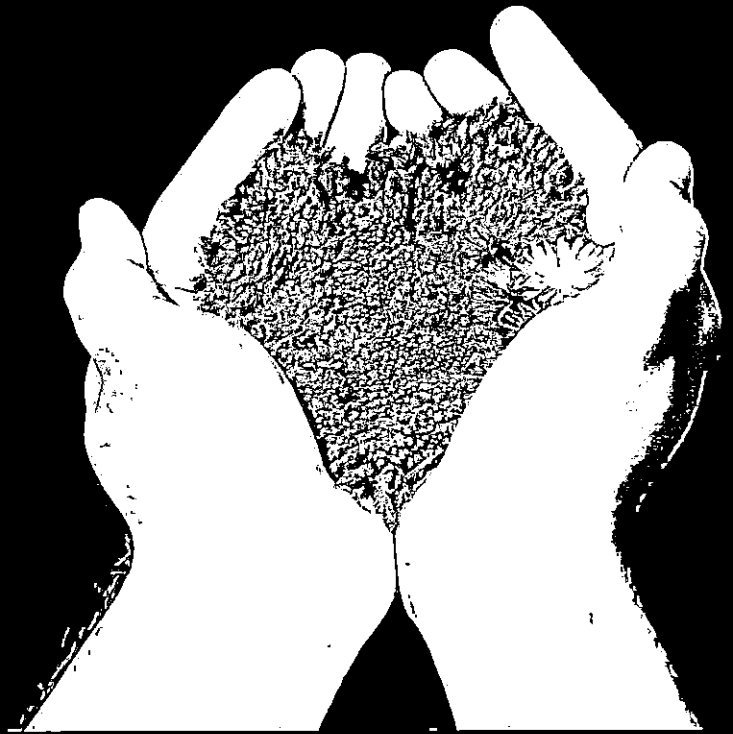
to encourage our many, caring citizens, and City officials and staff to unite on this special day to carry out the projects planned to beautify and benefit our community. Let's take pride in making Gardena a better place in which to live, work, visit, shop, and play.

[ If you haven't signed up to participate, the deadline to do so is Friday, Sept. 13. Please call 310/217-9503. ]

# COMMUNITY CLEAN-UP DAY

TOGETHER, WE CAN  
MAKE GARDENA A  
CLEANER PLACE!

SATURDAY,  
SEPTEMBER 21, 2019  
8:00 AM - NOON



The City of Gardena and the Gardena Beautification Committee  
invite you to participate in the City of Gardena's 20th Annual  
"KEEP GARDENA BEAUTIFUL DAY."

You can make a difference in our community. Help us clean up our  
City parks, rights-of-way, and neighborhoods. We will plant flowers,  
remove litter and do minor landscaping around the City. Afterwards,  
we will celebrate our achievements with a lunch at Mas Fukai Park,  
15800 Brighton Ave, Gardena, CA 90247.

For more information about how you can participate, contact the City  
Manager's Office at (310) 217-9503 or email your questions to  
[volunteer@cityofgardena.org](mailto:volunteer@cityofgardena.org).

YOU CAN NOW REGISTER FOR THIS EVENT THROUGH EVENTBRITE!  
<http://gardenabeautifulday.eventbrite.com>

***Sponsorship Opportunities Available!***

**MINUTES  
Regular Meeting of the  
City of Gardena City Council  
Tuesday, August 27, 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 27, 2019, in the Council Chamber of City Hall, 1700 West 162<sup>nd</sup> Street, Gardena, California; Mayor Tasha Cerda presiding.

**1. ROLL CALL**

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

At 7:01 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; Assistant City Manager Clint Osorio; City Attorney Peter L. Wallin; and Human Resources Manager Nora Verceles.

**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

**Mayor Cerda reconvened the meeting to the Regular Open Session at 7:52 p.m., and the City Clerk noted the return of all Council Members who were present at the meeting.**

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

**3. PLEDGE OF ALLEGIANCE & INVOCATION**

**A. PLEDGE OF ALLEGIANCE**

Erika and RJ Shintaku, sister and brother, led the Pledge of Allegiance. Both Erika and RJ are Participants in various Programs supported by the Recreation and Human Services Department and the Gardena Sister City Association. They introduced their parents and thanked the Council for inviting them to lead the Pledge of Allegiance.

**B. INVOCATION**

The Reverend Dwight Dudley, Pastor of Calvary Chapel South Bay, led the Invocation.

**4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS**

**A. PRESENTATIONS**

(1) Gardena Military Veteran Recognition to Honor Veteran Mr. Alfred L. Franklin, who served in the U.S. Air Force. *Mayor Tasha Cerda read a brief Biography, then Mayor Cerda presented Mr. Franklin 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. Franklin. Mr. Franklin 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) Gardena City Council Regular Meeting, August 13, 2019

(2) **Approved:** Affidavit of Posting Agenda on August 23, 2019

**5. CONSENT CALENDAR (Continued)**

**C. CITY TREASURER**

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

- (a) August 27, 2019: Wire Transfer: 11802, 11804-11805, 11811-11816; Prepay: 155465-155487; Check Nos. 155488-155654; for a total Warrants issued in the amount of \$3,176,921.68; Total Payroll Issued for August 16, 2019: \$2,092,317.09

**D. CITY MANAGER**

**(1) Approved: Personnel Report No. P-2019-15**

- (2) **Adopted: RESOLUTION NO. 6407, Amending the List of Authorized Games and Authorizing the Play of Certain Games in Licensed Card Clubs**

**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

- (3) **Moved to Excluded Consent Calendar: Approve GTrans' 2019 Disadvantaged Business Enterprise Program Update**

- (4) **Approved: Approve Administrative Agreement with International City Management Association Retirement Corporation (ICMA-RC)**

Council Member Henderson asked to move Agenda Item 5.D.(3) from the Consent Calendar to the Excluded Consent Calendar.

**It was moved by Council Member Tanaka, seconded by Council Member Henderson, and carried by the following roll call vote to Approve all Items on the Consent Calendar except Item 5.D.(3) which was moved to the Excluded Consent Calendar for further discussion:**

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

**Noes: None**

**Absent: None**

**6. EXCLUDED CONSENT CALENDAR**

**5.D.(3) Approved: Approve GTrans' 2019 Disadvantaged Business Enterprise Program Update**

Council Member asked City Manager Medrano if we could offer a recommendation for our Disadvantaged Business Enterprise liaison for our Transportation Department to advertise for jobs and contracts by looking at the more culturally, knowledgeable periodicals/newspapers, such as *La Opinion* and *Los Angeles Sentinel*. City Manager Medrano replied that we use *Planet Bids* a great deal, but we will do our part to extend advertisement to those periodicals.

**It was moved by Council Member Henderson, seconded by Mayor Pro Tem Kaskanian, and carried by the following roll call vote to Approve Item 5.D.(3) from the Consent Calendar:**

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

**Noes: None**

**Absent: None**

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

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

ORAL COMMUNICATIONS

- (1) Cheral Sherman, V.P. of Friends of the Gardena Willows Wetland Preserve: invited everyone to attend and support the various events scheduled at the Preserve.
- (2) Wendy Lee, Manager of the Gardena Mayme Dear Library: extended an invitation to upcoming library events; and she also gave a “shout out” to Police Chief Kang and his team for keeping them safe.

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

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

City Manager Medrano presented the Staff Report.

Mayor Cerda opened the Public Hearing at 8:11 p.m. and asked if there were any requests to speak or any comments from the Council.

There was discussion among the Council Members and City Manager Medrano regarding other areas in our City that already provide for mixed use overlay and that Senate Bill 2 requires us to allow for this type of housing. It was also discussed whether it would be wise to solicit Developers to create supportive and transitional housing so we could reach our numbers when it comes to the Housing Element. City Manager Medrano replied that we have discussions with our Developers regarding this type of housing. Yet, our ability to influence them to do it is a different story. Asking them to consider looking at different options is something we are doing.

Mayor Cerda then closed the Public Hearing at 8:18 p.m.

**Council Member Henderson introduced Ordinance No. 1807.**

C. ELECTED & ADMINISTRATIVE OFFICES

- (1) Re-Appointment of Representative to the South Bay Workforce Investment Board (SBWIB)

City Manager Medrano presented the Staff Report recommending the re-appointment of Mr. Glenn Mitchell as a Representative to SBWIB.

**It was moved by Council Member Medina, seconded by Council Member Tanaka, and carried by the following roll call vote to Approve Re-Appointment:**

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

**8. DEPARTMENTAL ITEMS (Continued)**

**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

City Manager Medrano presented the Staff Report.

There was a discussion which included Council Member Henderson and City Manager Medrano regarding all our City vehicles and how tight we are sticking to the life cycle of those vehicles. City Manager Medrano replied this is the second year that we have been funding a revolving vehicle account, we are starting to build a reserve and putting all our vehicles on a rotation program. Council Member Henderson then asked about the life cycle of our computer equipment. City Manager Medrano replied that we fully fund that account; we depreciate all our computer assets. We would love to be in a position to depreciate every piece of equipment that we have but, as we know, it could be quite expensive.

**It was moved by Council Member Tanaka, seconded by Council Member Medina, and carried by the following roll call vote to Authorize the Purchase and Build-Out Costs for Five Patrol Vehicles:**

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

**Noes: None**

**Absent: None**

**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

City Manager Medrano presented the Staff Report.

There was some discussion regarding the start and end dates. City Manager Medrano replied it will take several weeks for the order to come in; internal remodeling of the office area of the Center will have to be done as well.

**It was moved by Council Member Henderson, seconded by Council Member Medina, and carried by the following roll call vote to Authorize the Purchase of Furniture and Office Hardware:**

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

**Noes: None**

**Absent: None**



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

City Manager Medrano presented the Staff Report.

**It was moved by Mayor Pro Tem Kaskanian, seconded by Council Member Tanaka, and carried by the following roll call vote to Approve the Agreement with Makai Solutions, Inc.:**

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

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS

A. COUNCIL ITEMS

- (1) RESOLUTION NO. 6408, Withdrawing from the California Cities for Self-Reliance Joint Powers Authority

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

City Manager Medrano presented the Staff Report.

There was some discussion regarding the amount of money Gardena paid into this JPA. It was stated that we paid \$30,000 to enter into the agreement, and each City paid \$33,000 to campaign, which covered unanticipated issues and lobbying efforts.

**It was moved by Council Member Medina, seconded by Mayor Pro Tem Kaskanian, and carried by the following roll call vote to Adopt Resolution No. 6408:**

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

B. COUNCIL DIRECTIVES

Council Member Medina:

- (1) While stating that it was for informational purposes only, he handed out photocopies to Mayor and Council of a 2004 billing from Hisham's Towing indicating City of Gardena costs that Hisham's waived for trash bin storage services they provided at that time.

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

B. COUNCIL DIRECTIVES (Continued)

Council Member Tanaka:

- (1) He asked if we could look into the conditions of Railroad crossings on Western Avenue.

Mayor Cerda:

- (1) Regarding the Chase Bank located at Rosecrans and Purche Avenues; she reported that it looks as though they are not taking care of the property. She asked if the property owners could be contacted to let them know how bad it looks, and request that regular property maintenance be done. Council Member Tanaka seconded her request.

Mayor Pro Tem Kaskanian:

- (1) Has noticed an increased number of motorhomes parked on the streets in our City and asked if the City has a parking Ordinance.

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) Memo regarding the Jazz Festival videographer and the assessment in procuring a videographer on a full-time basis;
- (2) City Manager's Monthly Report is no longer on paper, but on the City's website;
- (3) Information re: property near El Segundo and Crenshaw Boulevards; we are in the final stages of eviction; and
- (4) Showed a video of slides highlighting the 2019 Jazz Festival.

D. COUNCIL REMARKS

- (1) Council Member Tanaka – he apologized for not making the Leadership Academy graduation luncheon, but congratulated the graduates. He attended the Police Foundation support dinner and thanked those who have contributed in their events. He said the Chef put on a great dinner. He reported that he and Mayor Cerda attended a Yonsei basketball tournament. He ended by apologizing for not attending the Jazz Festival because the event was sold out.
- (2) Council Member Henderson – since the last Council Meeting, he attended the Gardena Police Foundation dinner. He said he had an opportunity to participate in a tour with the Boring company to go in a traffic loop underground in a Tesla going 120 miles per hour, which was very cool. He attended the Los Angeles Business Federation in celebration of newly-elected Council Members. He said he had a great time at the Jazz Festival. He said the graphics and the vibrations were good. He asked to look into giving letters to volunteers for volunteer service credits. He shared that he did community visits and phone calls. He said that the Chase Bank building on Rosecrans Avenue is a historic type of building, one of two in Gardena, and maybe making an historic site could be used as leverage to have them clean up that area.

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

**D. COUNCIL REMARKS (Continued)**

- (3) Council Member Medina – since the last Council Meeting, he attended the Police Foundation Luncheon and said he found it very informative. He added that many people don't realize how much they invest in our City to make it a better, safer place and, most importantly, a proud place to live in. He attended the New Challenge Ministries event at which they gave out over 1,000 backpacks. He informed that New Challenge Ministries also give out food Monday-Saturday for bags worth up to \$100 worth of food for \$2. If someone is not able to afford the \$2, then they can get it for free. He attended the South Bay Cities Council of Governments (SBCCOG) meeting and reported that they unanimously voted to aggressively pursue helping the homeless in the South Bay. He said that homelessness increased by 20% in the past year, and SBCCOG is looking for other means to help them. He said that P.A.T.H., out of Long Beach, helped build the 77-unit facility on Vermont Avenue and 163<sup>rd</sup> Street for homeless people. P.A.T.H. is building another location, in Compton, and said to contact P.A.T.H. for more information. He attended the Rotary District 5280 Boat Race at the Seaside Lagoon, where he also deejayed.
- (4) Mayor Cerda – since the last Council Meeting, on August 14, on behalf of the City of Gardena and the California Cities for Self-Reliance JPA, she testified at a hearing in Sacramento with regards to the Bureau of Gambling. She attended the Gardena Police Foundation Luncheon and thanked all the businesses that are part of the foundation as their donations help the community. She also thanked the foundation, and all those who came out to the event. She attended the 2019 Goodwill Games of the Yonsei Basketball Organization; kids from Japan were playing against USA kids. She attended the Elks Luau, supporting the Elks Lodge. On Saturday, with one of our City Attorneys, Lisa Kranitz, several residents, youth, and herself went on a Sanitation District-sponsored Boat Tour and she shared her experiences and what she learned during the tour. She attended the Casimir Gatekeepers Neighborhood Watch Club's Annual Block Party. On Sunday, August 25, she attended the Jazz Festival and commended and thanked the staff of all the departments who participated. She shared about the great responses she has received from various event attendees.
- (5) Mayor Pro Tem Kaskanian – he said he was out of town for a few days but was able to attend the Gardena Police Foundation Luncheon. He said he agreed with all the remarks that his colleagues have given and thanked the Foundation for a great job and to everyone for the support for the Foundation. He announced that he is also recruiting businesses for the Foundation. He attended the Jazz Festival on Sunday and said it was "Perfect; Supreme." He thanked Stephany Santin, other City staff, and the Police Department for making it a "top-notch" event. He said he asked attendees to see where they came from and got responses such as Rialto, Lancaster, Victorville, Santa Clarita, and Oceanside, which shows that they are doing a great job spreading the word about this annual Festival.

**10. ANNOUNCEMENTS**

- (1) Keep Gardena Beautiful Day, on 09/21/2019 from 8:00 a.m. to 12:00 p.m.;
- (2) Community Meeting on the 'New Way of Voting' to be presented by the Los Angeles County Recorder Registrar's Office on 09/11/2019, from 6:30 p.m. to 8:00 p.m. at GTRANS;

**10. ANNOUNCEMENTS (Continued)**

- (3) In conjunction with the Hawthorne Police Department, Gardena Police Department's 'Coffee with A Cop,' on 09/10/2019, at Starbucks on the corner of Rosecrans Avenue and Crenshaw Boulevard from 9:00 a.m. to 10:30 a.m.; and
- (4) The City of Gardena is seeking volunteers to help teach English to Korean-speaking senior citizens. If anyone is interested, please contact City Hall, at (310) 217-9500.

**11. REMEMBRANCES**

**Mrs. Nellie P. Fesuk**, 94 years old, and long-time resident of Gardena. She is the beloved wife of Mr. Stephen Fesuk, a military veteran who was honored by the City Council in September of 2018. They were married for 69 years, she was a past President of Gardena Emblem Club #257 and an active member of the Gardena Elks Lodge; and **Mr. Vazken Jarakian**, 78 years of age, a long-time business owner in Gardena, and the beloved uncle of Mayor Pro Tem Art Kaskanian.

**12. ADJOURNMENT**

At 9:06 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to a Regular City Council Meeting, at 7:00 p.m., on Tuesday, September 10, 2019.

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

APPROVED:

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

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

CITY OF GARDENA  
PLANNING & ENVIRONMENTAL QUALITY COMMISSION  
TUESDAY, AUGUST 6, 2019, MEETING

\* \* \*

Called to order by Vice-Chair Sherman at 7:00 P.M.

**ROLL CALL**

Present: Dale Pierce, Deryl Henderson, Stephen Langley, Steve Sherman  
Absent: Brenda Jackson  
Also in Attendance: Peter Wallin, City Attorney  
Raymond Barragan, Community Development Manager  
John Signo, Senior Planner  
Amanda Acuna, Planning Assistant

**PLEDGE OF ALLEGIANCE**

Led by Commissioner Henderson.

**APPROVAL OF MINUTES**

A motion was made by Commissioner Pierce and Commissioner Langley to approve the minutes of May 7, 2019. The minutes were approved 4-0.

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

A motion was made by Commissioner Langley and seconded by Commissioner Henderson to approve the minutes of July 16, 2019. The minutes were approved 4-0.

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

**PUBLIC HEARING**

**Agenda Item #6**

**Conditional Use Permit #17-17**

A request for a conditional use permit, to allow the operation of an indoor practice facility for a roller derby team per Section 18.46.030.C 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 (6102-017-009)**

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

Planning Assistant Amanda Acuna presented the Staff Report and recommended that the Planning and Environmental Quality Commission adopt Resolution No. PC 13-19, approving Conditional Use Permit #17-17, subject to the conditions of approval and directing staff to file a Notice of Exemption as an existing facilities project.

Vice-Chair Sherman opened the public hearing and invited the applicant to speak.

The applicant, Rachel Johnston, 4470 West Sunset Boulevard, Suite #318, Los Angeles, California, 90027, stated that she is available to answer any questions.

Vice-Chair Sherman asked the applicant to provide further information about the proposed project.

Ms. Johnston provided a brief background about the Roller Derby sport as well as the Angel City team.

Vice-Chair Sherman inquired about the team's membership.

Ms. Johnston stated that the organization is voluntary based and that there are currently about 200 members. Ms. Johnston continued by stating that not all of the members are competitive athletes; more so, it includes those that hold administrative and officiating positions, as well as volunteers and families of youth participants.

Commissioner Langley inquired about the location of the competitive games.

Ms. Johnston stated that the games are played within the City of Culver City's Veterans Auditorium. Ms. Johnston continued by stating that the proposed project would be truly beneficial as the team had to travel daily through out various locations in the Los Angeles region to hold practice sessions.

Commissioner Pierce inquired about the organizations funding.

Ms. Johnston stated that the organization's primary source of funding comes from the monthly dues of its members. Ms. Johnston continued by stating that other sources include profits from games, local and state grants as well as fundraisers.

Commissioner Henderson inquired about the proposed hours of operation.

Ms. Johnston stated that practices are only available to members of the organization in which hours vary for each day of the week. Ms. Johnston continued by stating that there will not be an overlap in the hours set for each team to practice.

Commissioner Henderson questioned if there is time scheduled for individuals, whom are not members of the organization, to learn and/or practice.

Ms. Johnston stated that because the project is still under review, there is no set timeframe for private lessons; however, there will be private group sessions available for people interested in becoming members in the near future.

Vice-Chair Sherman questioned the total number of teams within the organization.

Ms. Johnston stated that there are currently five adult teams and one junior team.

Vice-Chair Sherman questioned if the organization owned the subject property.

Ms. Johnston stated that the organization does not own the subject property.

Vice-Chair Sherman questioned if the proposed parking layout will accommodate the expected level of traffic.

Ms. Johnston stated that there have not been any issues with parking. Ms. Johnston continued by stating that the organization has established mutual agreements with the adjacent tenants and property owners in the event that there is an overflow of vehicles.

Commissioner Langley questioned if the proposed hours of operation were conditioned by the City.

Ms. Acuna stated that the hours of operation are conditioned as to allow for minor alterations on the proposed timeframes.

Ms. Johnston stated the organization does not plan to deviate from the proposed hours of operation as a majority of the members hold jobs with standard work hours.

Commissioner Henderson questioned the existing lighting of the facility.

Ms. Johnston stated that solar panel flood lights were installed on the frontage of the building to provide more light; however, the area as a whole is very dark.

Commissioner Henderson expressed his concern with the lighting in terms of safety as he is familiar with the area.

Ms. Johnston stated that the organization is very aware of the potential safety concerns and is taking the necessary precautions to avoid any issues from developing.

Vice-Chair Sherman questioned if there are security cameras installed throughout the subject property.

Ms. Johnston stated that there are security cameras installed throughout the subject property.

Vice-Chair Sherman closed the public hearing.

Commissioner Langley expressed his concern with the potential overflow of parking on the subject property.

MOTION: It was moved by Commissioner Langley and seconded by Vice-Chair Sherman to adopt Resolution No. PC 13-19, approving Conditional Use Permit #17-17, subject to the conditions of approval and directing staff to file a Notice of Exemption as an existing facilities project.

The motion passed by the following roll call vote:

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

### **ORAL COMMUNICATIONS FROM THE PUBLIC**

There were no oral communications from the public.

### **COMMUNITY DEVELOPMENT DIRECTOR'S REPORT**

There was no report from the Community Development Director.

### **PLANNING AND ENVIRONMENTAL QUALITY COMMISSION REPORTS**

Commissioner Langley inquired about the ongoing Public Works project on Normandie Avenue between Redondo Beach Boulevard and Artesia Boulevard.

Community Development Manager Raymond Barragan stated that the Capital Improvements Project includes repairing and replacing sidewalks, curb and gutter, as well as meeting all applicable ADA standards.

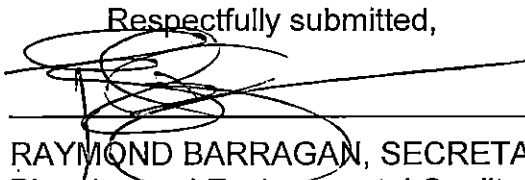
Commissioner Henderson expressed his concern with the project and the potential traffic impact it will have as the academic school year is set to begin next week.

Mr. Barragan stated that the Capital Improvements Project is close to finishing and should not create any impacts in regard to the academic school year. Mr. Barragan continued by stating that he will follow up with the Public Works Division as far as timelines for the project.

**ADJOURNMENT**

Vice-Chair Sherman adjourned the meeting at 7:28 P.M.

Respectfully submitted,

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

RAYMOND BARRAGAN, SECRETARY  
Planning and Environmental Quality Commission

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

STEVE SHERMAN, VICE-CHAIR  
Planning and Environmental Quality Commission



MEMORANDUM

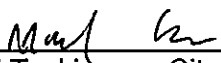
TO: Honorable Mayor and City Council  
FROM: Treasurer's Department  
DATE: September 6, 2019  
SUBJECT: WARRANT REGISTER  
PAYROLL REGISTER

(a) September 10, 2019 TOTAL WARRANTS ISSUED: \$1,362,445.53

Wire Transfer: 11803,11817-11818  
Prepay: 155655-155664  
Check Numbers: 155665-155816  
Checks Voided:

Total Pages of Register: 17

August 30, 2019 TOTAL PAYROLL ISSUED: \$1,730,659.85

*for:*   
\_\_\_\_\_  
J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

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Voucher List  
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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11803	7/22/2019	110313 CALTIP	CAL 2020-0014	037-09861	LIABILITY AND VEHICLE PHYSICAL DAI	417,558.00
Total :						417,558.00
11817	8/20/2019	104058 ADMINISURE INC.	082019		WORKERS' COMP CLAIMS ADMINISTR	35,553.66
Total :						35,553.66
11818	8/27/2019	104058 ADMINISURE INC.	082719		WORKERS' COMP CLAIMS ADMINISTR	21,940.03
Total :						21,940.03
155655	8/26/2019	110621 MEARN'S CONSULTING LLC	001 06/10/19	032-00047	ENVIROMENTAL CONSULTING SERVIC	13,212.90
Total :						13,212.90
155656	8/26/2019	107951 MARK HANDLER & ASSOCIATES	JULY 2019	032-00045	BUILDING INSPECTION SERVICES	10,773.75
Total :						10,773.75
155657	8/27/2019	105574 PINNACLE PETROLEUM, INC.	0198312	037-09859	87 OCTANE REGULAR UNLEADED CAR	23,762.22
Total :						23,762.22
155658	8/27/2019	105574 PINNACLE PETROLEUM, INC.	0198313	037-09859	87 OCTANE REGULAR UNLEADED CAR	23,950.26
Total :						23,950.26
155659	8/27/2019	105574 PINNACLE PETROLEUM, INC.	0199065	037-09859	87 OCTANE REGULAR UNLEADED CAR	22,605.77
Total :						22,605.77
155660	8/28/2019	106459 ENTERPRISE FM TRUST	FBN3738573	023-01233	ENTERPRISE LEASE - JULY 2019	2,865.71
Total :						2,865.71
155661	8/28/2019	106459 ENTERPRISE FM TRUST	FBN3739797	023-01233	ENTERPRISE LEASE - JULY 2019 - PD	10,095.99
Total :						10,095.99
155662	8/28/2019	106459 ENTERPRISE FM TRUST	FBN3754874	023-01232	ENTERPRISE LEASE - AUGUST 2019 - F	10,615.01
Total :						10,615.01
155663	8/28/2019	106459 ENTERPRISE FM TRUST	FBN3760393	023-01232	ENTERPRISE LEASE - AUGUST 2019	4,420.06
Total :						4,420.06
155664	8/29/2019	106330 FIDELITY NATIONAL TITLE, INSURANCE COMI	082419		16010 HARVARD BLVD - PURCHASE /	39,000.00

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155664	8/29/2019	106330	106330 FIDELITY NATIONAL TITLE, INSURANCE		(Continued)	Total : 39,000.00
155665	9/10/2019	102176	AAA FLAG & BANNER MFG. CO.		US, CA FLAGS & MOUNTINGS	597.33
			249760		CA INDOOR FLAG	233.12
			250191		Total :	830.45
155666	9/10/2019	104058	ADMINSURE INC.	023-01225	ADMINSURE CLAIMS ADMINISTRATION	11,010.00
			12210		Total :	11,010.00
155667	9/10/2019	106110	ADVANCED BENEFIT SOLUTIONS, LLC		HEALTH, DENTAL & LIFE INSURANCE	118,861.64
			SEPTEMBER 2019		Total :	118,861.64
155668	9/10/2019	101748	AFTERMARKET PARTS COMPANY LLC, THE		GTRANS AUTO PARTS	3.90
			81811235		GTRANS AUTO PARTS	354.97
			81811317		GTRANS AUTO PARTS	465.79
			81824409		Total :	824.66
155669	9/10/2019	101308	ALTEC INDUSTRIES, INC.		PW MAINT SUPPLIES	938.24
			11223270		Total :	938.24
155670	9/10/2019	110781	ANGEL CITY DERBY GIRLS, INC		CONSULTANT DEPOSIT REFUND - REM	5,544.52
			CUP #17-17		Total :	5,544.52
155671	9/10/2019	110692	ANIMAL CARE EQUIPMENT &, SERVICES LLC		ANIMAL CONTROL EQUIPMENT	1,882.50
			73220		ANIMAL CONTROL EQUIPMENT	953.67
			73499		ANIMAL CONTROL EQUIPMENT	54.86
			73771		ANIMAL CONTROL EQUIPMENT	122.65
			74074		Total :	3,013.68
155672	9/10/2019	101628	AQUA-FLO SUPPLY		PARK MAINT SUPPLIES	237.26
			1405271		Total :	237.26
155673	9/10/2019	109160	AREVALO, JASMINE E.		CHILD DEVELOPMENT CONSULTANT S	2,456.50
			08/05-08/30/19		Total :	2,456.50
155674	9/10/2019	104687	AT&T		TELEPHONE~	269.75
			13480525		TELEPHONE~	374.74
			13480526		TELEPHONE~	6,780.44
			13480836			

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155674	9/10/2019	104687 AT&T	(Continued)			
			13483645		TELEPHONE~	644.88
			13504651		TELEPHONE~	33.47
			13504652		TELEPHONE~	85.65
			13504666		TELEPHONE~	33.47
			13504674		TELEPHONE~	33.47
			13504675		TELEPHONE~	86.72
					<b>Total :</b>	<b>8,342.59</b>
155675	9/10/2019	616025 AT&T	070719		CATV - POLE ATTACH CONDUIT	284.36
					<b>Total :</b>	<b>284.36</b>
155676	9/10/2019	100964 AT&T MOBILITY	287275681023X7012019		PD CELL PHONE ACCT #287275681023	1,989.63
			287290395417X8102019		PD CELL PHONE ACCT #287290395417	382.72
			287290885074X6102019		PD/CD CELL PHONE ACCT #287290885	4,808.35
			287293420631X081019		CDD CELL PHONE ACCT #28729342063	243.04
			828667974X08162019		CM CELL PHONE ACCT #828667974~	86.46
					<b>Total :</b>	<b>7,510.20</b>
155677	9/10/2019	104302 BEE N' WASP NEST REMOVAL, SERVICE, LLC	178090		HONEY BEE NEST REMOVAL - 1729 RE	95.00
					<b>Total :</b>	<b>95.00</b>
155678	9/10/2019	102135 BEHRENDT, KENT	00002002	023-01224	IT NETWORK SUPPORT	3,400.00
					<b>Total :</b>	<b>3,400.00</b>
155679	9/10/2019	110765 BEMIDA, HILARION	PERMIT #41438		REFUND - PERMIT RENEWAL NOT NEE	125.00
					<b>Total :</b>	<b>125.00</b>
155680	9/10/2019	107747 BENGAR PRODUCTIONS	6401		JAZZ FESTIVAL SUPPLIES	1,860.00
					<b>Total :</b>	<b>1,860.00</b>
155681	9/10/2019	108994 BERGMAN DACEY GOLDSMITH	26377		PROFESSIONAL SERVICES - PERSONN	5,232.50
					<b>Total :</b>	<b>5,232.50</b>
155682	9/10/2019	108742 BIG O'S SILKSCREEN	2873		YOUTH SPORTS SUPPLIES	204.77
					<b>Total :</b>	<b>204.77</b>
155683	9/10/2019	102331 BLUE DIAMOND MATERIALS	1560975		STREET MAINT SUPPLIES	759.28

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155683	9/10/2019	102331 102331 BLUE DIAMOND MATERIALS	(Continued)		Total :	759.28
155684	9/10/2019	103937 BMI	35597339		MUSIC LICENSE FEE	711.00
					Total :	711.00
155685	9/10/2019	110537 CALIFORNIA CONSULTING, INC.	3020	039-00060	GRANT WRITING SERVICES - SEPTEMI	4,000.00
					Total :	4,000.00
155686	9/10/2019	110313 CALTIP	94-2019-JUL		FY 19/20 LIABILITY AND VEHICLE PHYSE	5,923.09
					Total :	5,923.09
155687	9/10/2019	823003 CARL WARREN & COMPANY	JULY 2019		CLAIMS MANAGEMENT	758.00
					Total :	758.00
155688	9/10/2019	110776 CHACON, EDWIN	RECEIPT #70534		REFUND - POOL RENTAL	345.00
					Total :	345.00
155689	9/10/2019	110146 CHUCK THOMAS INVESTIGATIONS	01/28-05/20/19		PROFESSIONAL SERVICES	1,727.34
					Total :	1,727.34
155690	9/10/2019	104338 CODE PUBLISHING, INC.	64462		MUNICIPAL CODE - WEB UPDATE	497.50
					Total :	497.50
155691	9/10/2019	110760 COOPER, JASON	08/16-08/31/19		SPORTS SCOREKEEPER	30.00
					Total :	30.00
155692	9/10/2019	102388 COPYLAND, INC.	69913		BUS TRIFOLD BROCHURES, 8.5X11	882.36
					Total :	882.36
155693	9/10/2019	109913 COSTAR REALTY INFORMATION INC.	109884624		COSTAR SUITE - SEPTEMBER 2019	953.05
					Total :	953.05
155694	9/10/2019	105935 CRAFTCO, INC.	9402087466		STREET MAINT SUPPLIES	1,122.32
					Total :	1,122.32
155695	9/10/2019	104152 CREATIVE BUS SALES, INC.	5180128		GTRANS AUTO PARTS	514.56
					Total :	514.56
155696	9/10/2019	103512 CRENSHAW LUMBER CO.	46661		BLDG MAINT SUPPLIES	35.64

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155696	9/10/2019	103512	103512 CRENSHAW LUMBER CO.	(Continued)	Total :	35.64
155697	9/10/2019	105876	CRENSHAW WHOLESALE ELECTRIC, SUPPLY 741702 743072		PARK MAINT SUPPLIES BLDG MAINT SUPPLIES Total :	7.74 27.10 34.84
155698	9/10/2019	110775	CRIMSON CALIFORNIA PIPELINE, C/O APRIL F PERMIT #16092		PERMIT DEPOSIT REFUND - ROSECRA Total :	1,000.00 1,000.00
155699	9/10/2019	110779	CRUZ, ADAIN	183/71312	REFUND - BALLET DANCE CLASS Total :	50.00 50.00
155700	9/10/2019	102228	DAILY BREEZE	0011304402	NOTICE OF PUBLIC HEARING - CONSID Total :	300.00 300.00
155701	9/10/2019	106540	DELTA MOTOR CO INC.	22253	037-09854 037-09854 REBUILD MOTOR DRIVE Total :	3,026.00 3,026.00
155702	9/10/2019	101412	DEPARTMENT OF MOTOR VEHICLES	090619	CLEAN AIR VEHICLE DECAL FEE - 2019 Total :	22.00 22.00
155703	9/10/2019	312117	DEPARTMENT OF WATER & POWER	082119	LIGHT & POWER Total :	94.02 94.02
155704	9/10/2019	104276	DREHS, LARRY W.	AUGUST 2019	MARTIALARTS INSTRUCTOR Total :	1,149.00 1,149.00
155705	9/10/2019	107353	EMERGENCY RESPONSE CRIME SCENE, CLE T2019-377		DISINFECT (1) POLICE VEHICLE Total :	650.00 650.00
155706	9/10/2019	105418	EMPIRE CLEANING SUPPLY	1099725	CUSTODIAL SUPPLIES Total :	1,229.01 1,229.01
155707	9/10/2019	105650	EWING IRRIGATION PRODUCTS	8027553	PARK MAINT SUPPLIES Total :	167.67 167.67
155708	9/10/2019	110593	EXTTI, INCORPORATED	15974	PROFESSIONAL SERVICES - CONFIDE	225.00

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155708	9/10/2019	110593 110593 EXTTI, INCORPORATED	(Continued)		Total :	225.00
155709	9/10/2019	105539 FACTORY MOTOR PARTS CO.	25-1077828		PW AUTO PARTS	40.19
					Total :	40.19
155710	9/10/2019	106129 FEDEX	6-701-28411		SHIPPING SERVICES	57.91
			6-708-58056		SHIPPING SERVICES	39.56
			6-708-76821		SHIPPING SERVICES	68.33
			6-716-13061		SHIPPING SERVICES	26.29
			775861111251		SHIPPING SERVICES	711.00
			775862043592		SHIPPING SERVICES	778.08
					Total :	1,681.17
155711	9/10/2019	106465 FOX FIRST AID & SAFETY	59889		STREET MAINT SUPPLIES	184.78
					Total :	184.78
155712	9/10/2019	106615 FULLER ENGINEERING, INC.	139524		PARK MAINT SUPPLIES	1,171.76
					Total :	1,171.76
155713	9/10/2019	107008 GARDENA A/C & RADIATOR	50831		2012 FORD F350 A/C CHECK & REPAIR	126.90
					Total :	126.90
155714	9/10/2019	107030 GARDENA AUTO PARTS	100556		PW AUTO PARTS	26.99
			100985		PD AUTO PARTS	921.98
					Total :	948.97
155715	9/10/2019	107011 GARDENA VALLEY NEWS, INC.	00085545		NOTICE OF PUBLIC HEARING - ZC #2-1	231.56
			00085994		NOTICE OF PUBLIC HEARING - CUP #4	314.93
			00085995		NOTICE OF PUBLIC HEARING - ORD N	255.20
					Total :	801.69
155716	9/10/2019	619005 GAS COMPANY, THE	082819		GAS	35.71
					Total :	35.71
155717	9/10/2019	107242 GIULIANO'S	29056		JAZZ FESTIVAL SUPPLIES	1,251.50
					Total :	1,251.50
155718	9/10/2019	106410 GOLDEN HAND GROUP, INC.	101025		REC PROGRAM SUPPLIES	53.64

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155718	9/10/2019	106410 106410 GOLDEN HAND GROUP, INC.	(Continued)		Total :	53.64
155719	9/10/2019	619004 GOLDEN STATE WATER CO.	082319		WATER	20,759.43
					Total :	20,759.43
155720	9/10/2019	110395 GOLDMAN, RODERICK	082719		MGMT ANNUAL HEALTH BENEFIT	41.99
					Total :	41.99
155721	9/10/2019	109665 HAMPTON, HARRY	08/16-08/31/19		SPORTS OFFICIAL	175.00
					Total :	175.00
155722	9/10/2019	208114 HASSOLDT, MATTHEW S.	082219		MEDICAL REIMBURSEMENT	160.00
					Total :	160.00
155723	9/10/2019	108113 HDL COREN & CONE	0026976		2018-19 CAFR STATISTICAL REPORTS	745.00
					Total :	745.00
155724	9/10/2019	110371 HINDERLITER DE LLAMAS, & ASSOCIATES	0031970	023-01209	SALES TAX - REPORTING & AUDITING :	2,209.53
					Total :	2,209.53
155725	9/10/2019	108434 HOME DEPOT CREDIT SERVICES	0314368		JAZZ FESTIVAL PROGRAM SUPPLIES	42.92
			0314393		JAZZ FESTIVAL PROGRAM SUPPLIES	46.71
			0314397		JAZZ FESTIVAL PROGRAM SUPPLIES	30.22
			0350761		BLDG MAINT SUPPLIES	15.82
			1021720		JAZZ FESTIVAL SUPPLIES	790.37
			1031548		JAZZ FESTIVAL SUPPLIES	1,692.46
			1053884		JAZZ FESTIVAL PROGRAM SUPPLIES	47.97
			1900521		ANIMAL CONTROL SUPPLIES	130.22
			2041401		STREET MAINT SUPPLIES	72.78
			2313754		PARK MAINT SUPPLIES	54.71
			2322588		JAZZ FESTIVAL PROGRAM SUPPLIES	206.80
			2900432		ANIMAL CONTROL SUPPLIES	198.83
			2900469		ANIMAL CONTROL SUPPLIES	64.29
			3313481		PARK MAINT SUPPLIES	48.09
			3314077		BLDG MAINT SUPPLIES	39.93
			3322555		BLDG MAINT SUPPLIES	51.77
			5314279		BLDG MAINT SUPPLIES	87.27
			6054613		STREET MAINT SUPPLIES	197.78

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155725	9/10/2019	108434 HOME DEPOT CREDIT SERVICES	(Continued)			
			6341961		BLDG MAINT SUPPLIES	34.07
			6350806		BLDG MAINT SUPPLIES	67.42
			8045562		JAZZ FESTIVAL SUPPLIES	277.91
			8900748		ANIMAL CONTROL SUPPLIES	104.00
			8902207		ANIMAL CONTROL SUPPLIES	41.57
			900582		ANIMAL CONTROL SUPPLIES	75.47
			900585		ANIMAL CONTROL SUPPLIES	75.47
			9314132		PARK MAINT SUPPLIES	63.39
			9314407		JAZZ FESTIVAL PROGRAM SUPPLIES	54.64
			9351030		JAZZ FESTIVAL PROGRAM SUPPLIES	10.14
					Total :	4,623.02
155726	9/10/2019	108430 HOME PIPE & SUPPLY	F13225		BLDG MAINT SUPPLIES	669.64
			F14961		BLDG MAINT SUPPLIES	318.80
					Total :	988.44
155727	9/10/2019	104323 JACKSON, EVAN	08/10-08/12		MEAL REIMBURSEMENT - DRUGS, ALC	94.00
					Total :	94.00
155728	9/10/2019	110014 JENKINS, JOAN STEIN	08/01-08/28/19		MONTHLY CITY PROSECUTOR CHARG	4,700.00
					Total :	4,700.00
155729	9/10/2019	110356 JIMNI SYSTEMS, INC.	32298	024-00570	EMERGENCY REPAIR OF SEWER PUM	3,233.61
					Total :	3,233.61
155730	9/10/2019	109710 JOHNSON, AMANDA	08/16-08/31/19		SPORTS SCOREKEEPER	70.00
					Total :	70.00
155731	9/10/2019	109701 JONES, KEISHAUN	08/16-08/31/19		SPORTS SCOREKEEPER	60.00
					Total :	60.00
155732	9/10/2019	111016 KAISER FOUNDATION HEALTH PLAN	SEPTEMBER 2019		HEALTH INSURANCE	239,637.89
					Total :	239,637.89
155733	9/10/2019	110773 KANE, RICHARD	PERMIT #15993		PERMIT DEPOSIT REFUND - 2200 W. EI	1,000.00
					Total :	1,000.00

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155734	9/10/2019	211004 KANG, THOMAS	09/18-09/23		LACPCA STRATEGIC PLANNING WORK	150.00
					<b>Total :</b>	<b>150.00</b>
155735	9/10/2019	110771 KENNEDY COURT REPORTERS, INC.	24039		CERTIFIED COURT COPIES & REPORT	725.50
					<b>Total :</b>	<b>725.50</b>
155736	9/10/2019	110385 KIMLEY-HORN AND ASSOCIATES, INC	14511787	032-00041	DEVELOPMENT SERVICES - MELIA/176	5,645.79
					<b>Total :</b>	<b>5,645.79</b>
155737	9/10/2019	111265 KINGSLEY	m15785	039-00056	(5) RECYCLING BINS	5,417.28
			m15867		(1) RECYCLING BIN	1,283.07
					<b>Total :</b>	<b>6,700.35</b>
155738	9/10/2019	111260 KJOS, BARBARA JEAN	AUGUST 2019		GARDENA FAMILY CHILD CARE PROGF	1,856.00
					<b>Total :</b>	<b>1,856.00</b>
155739	9/10/2019	108349 KOSMONT COMPANIES	1905,9-003		CONSULTING SERVICES - MARINE AVE	5,517.20
					<b>Total :</b>	<b>5,517.20</b>
155740	9/10/2019	112145 L.A. COUNTY FIRE DEPARTMENT	IN0302468		UNDERGROUND STORAGE TANK PRO	3,494.00
					<b>Total :</b>	<b>3,494.00</b>
155741	9/10/2019	110257 LAPENNA-HUDA, ELISABETTA	0107		EXECUTIVE COACHING SERVICES	8,400.00
					<b>Total :</b>	<b>8,400.00</b>
155742	9/10/2019	108136 LAW OFFICE OF BRUCE A. GILBERT	479		ARBITRATION SERVICES - RENT MEDI	600.00
					<b>Total :</b>	<b>600.00</b>
155743	9/10/2019	112140 LESLIE'S POOL SUPPLIES INC.	00008-01-017805		POOL SUPPLIES	-171.75
			0008-01-018727		POOL SUPPLIES	338.71
					<b>Total :</b>	<b>166.96</b>
155744	9/10/2019	104782 LEW EDWARDS GROUP, THE	0007	023-01226	CONSULTING SERVICES - COMMUNITY	5,750.00
					<b>Total :</b>	<b>5,750.00</b>
155745	9/10/2019	102376 LEXISNEXIS RISK SOLUTIONS	1328345-20190630		MONTHLY SUBSCRIPTION FEE~	597.05
			1328345-20190731		MONTHLY SUBSCRIPTION FEE~	358.23

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155745	9/10/2019	102376 102376 LEXISNEXIS RISK SOLUTIONS	(Continued)		Total :	955.28
155746	9/10/2019	112260 LIEBERT CASSIDY WHITMORE	1482978		PROFESSIONAL SERVICES - PERSONN	266.00
			1482979		PROFESSIONAL SERVICES - SB1421 R	343.45
			1482980		PROFESSIONAL SERVICES - PERSONN	2,261.00
					Total :	2,870.45
155747	9/10/2019	109517 LOAD N' GO BUILDING MATERIALS	11441		STREET MAINT SUPPLIES	61.02
					Total :	61.02
155748	9/10/2019	105279 LOS ANGELES TRUCK CENTERS LLC	XA220149638		PW AUTO PARTS	170.92
					Total :	170.92
155749	9/10/2019	112615 LU'S LIGHTHOUSE, INC.	01144520		GTRANS SHOP SUPPLIES	215.41
					Total :	215.41
155750	9/10/2019	113301 M & K METAL CO.	185253		SEWER MAINT SUPPLIES	62.88
			185406		BLDG MAINT SUPPLIES	93.97
					Total :	156.85
155751	9/10/2019	105082 MAJESTIC LIGHTING, INC.	ML73813		PARK MAINT SUPPLIES	55.78
			ML73822		PARK MAINT SUPPLIES	129.80
			ML74285		FUTSAL PROJECT MAINT SUPPLIES	135.32
			ML74293		BLDG MAINT SUPPLIES	470.30
			ML74311		FUTSAL PROJECT SUPPLIES	42.98
			ML74396		BLDG MAINT SUPPLIES	397.81
					Total :	1,231.99
155752	9/10/2019	109203 MAKAI SOLUTIONS	2961		REPAIR - SAFETY ANNUAL INSPECTIO	427.50
					Total :	427.50
155753	9/10/2019	107951 MARK HANDLER & ASSOCIATES	AUGUST 2019	032-00045	BUILDING INSPECTION SERVICES	9,132.50
					Total :	9,132.50
155754	9/10/2019	102955 MCCAMBRY, JENET	061419		REFUND - BLOCK PARTY PERMIT DEP	100.00
					Total :	100.00
155755	9/10/2019	113064 MCMASTER-CARR SUPPLY COMPANY	12716912		GTRANS SHOP SUPPLIES	183.12

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155755	9/10/2019	113064 113064 MCMaster-CARR SUPPLY COMPANY	(Continued)		Total :	183.12
155756	9/10/2019	103093 MOBILE RELAY ASSOCIATES, INC.	80012291	037-09858	GTRANS BUS RADIO SYSTEM RENTAL	10,851.17
					Total :	10,851.17
155757	9/10/2019	113355 MR. HOSE INC.	159222		PW AUTO SUPPLIES	651.11
					Total :	651.11
155758	9/10/2019	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	21397 39638 415723		SERVICE AGREEMENT PALN ~ SEWER MAINT SUPPLIES PROPANE GAS	135.00 392.71 110.39
					Total :	638.10
155759	9/10/2019	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	65114248		RANDOM BAT, DOT PHYSICAL - J.ESPA	258.50
					Total :	258.50
155760	9/10/2019	111358 O'REILLY AUTO PARTS	324464 326895 327241 328720 329589 332594 332752 332753		PW AUTO PARTS SEWER PROGRAM SUPPLIES SEWER PROGRAM SUPPLIES SEWER PROGRAM SUPPLIES PW AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS	78.42 21.88 38.17 301.30 48.13 29.27 55.42 26.14
					Total :	598.73
155761	9/10/2019	115810 ORKIN PEST CONTROL	187020845		PEST CONTROL - ACCT #27336703	230.90
					Total :	230.90
155762	9/10/2019	100663 OVERLAND PACIFIC & CUTLER, INC	1907238		PROFESSIONAL SERVICES - RELOCAT	1,625.00
					Total :	1,625.00
155763	9/10/2019	110751 PATIN, JACOB ARTHUR	08/16-08/31/19		SPORTS OFFICIAL	100.00
					Total :	100.00
155764	9/10/2019	100495 PATIN, KEOWN	08/16-08/31/19		SPORTS OFFICIAL	225.00
					Total :	225.00

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155765	9/10/2019	108600 PHOENIX GROUP INFORMATION, SYSTEMS	0720191211		PARKING TICKET CONTRACT SERVICE	280.50
					Total :	280.50
155766	9/10/2019	116225 PLUMBERS DEPOT, INC.	PD-42713		SEWER PROGRAM SUPPLIES	388.08
					Total :	388.08
155767	9/10/2019	116663 PROGRESSIVE SOLUTIONS, INC.	3527		SOFTWARE- PET TRACKING LICENSIN	97.90
					Total :	97.90
155768	9/10/2019	106092 PRUDENTIAL OVERALL SUPPLY	42436600		UNIFORM & SUPPLY RENTAL	210.00
			42436601		UNIFORM & SUPPLY RENTAL	111.64
			42436602		UNIFORM & SUPPLY RENTAL	96.55
			42436603		SUPPLY RENTAL - MATS - PD	52.67
			42436604		SUPPLY RENTAL - MATS - NCC	12.42
			42436605		SUPPLY RENTAL - MATS - CH	16.05
			42436606		SUPPLY RENTAL - MATS - HS	8.28
					Total :	507.61
155769	9/10/2019	103907 QUINN COMPANY	PC810858186		PW AUTO PARTS	821.79
			PR810294507		PW AUTO PARTS	-110.84
					Total :	710.95
155770	9/10/2019	110758 RALPH D HARVEY CONSTRUCTION	50018-0778		PERMIT DEPOSIT REFUND - 2313 W. 1st	5,000.00
					Total :	5,000.00
155771	9/10/2019	118142 REFRIGERATION SUPPLIES, DISTRIBUTOR	48392591		BLDG MAINT SUPPLIES	480.91
					Total :	480.91
155772	9/10/2019	118476 RICOH USA, INC.	9027509718		RICOH MPC4503 COPIER BASE LEASE	1,216.15
					Total :	1,216.15
155773	9/10/2019	110344 RIGHT ANGLE BUILDERS	PERMIT #50016-0425		PERMIT DEPOSIT REFUND - 15927 BRI	10,000.00
					Total :	10,000.00
155774	9/10/2019	100387 RIVERA, ALEXANDER J.	09/11-09/16		SHERMAN BLOCK SUPERVISORY LEA	150.00
					Total :	150.00
155775	9/10/2019	119022 SAFEMART OF SOUTHERN, CALIFORNIA	91533		BLDG MAINT SUPPLIES	5.37

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155775	9/10/2019	119022 SAFEMART OF SOUTHERN, CALIFORNIA	(Continued)			
			91559		PD PROGRAM SUPPLIES	120.45
			98999		SERVICE CALL - PROVIDE & INSTALL P	1,992.10
					<b>Total :</b>	<b>2,117.92</b>
155776	9/10/2019	119016 SAM'S CLUB	1543		CONCERT ON THE LAWN SUPPLIES	85.07
			1806		PW PROGRAM SUPPLIES	37.38
			4282		REC PROGRAM SUPPLIES	11.96
			6277 08/20/19		LEADERSHIP ACADEMY SUPPLIES	61.83
			6542		REC PROGRAM SUPPLIES	137.82
			7172		REC PROGRAM SUPPLIES	275.59
			8893		REC PROGRAM SUPPLIES	62.27
			9088		JAZZ FESTIVAL SUPPLIES	1,604.35
			9489		REC PROGRAM SUPPLIES	24.16
					<b>Total :</b>	<b>2,300.43</b>
155777	9/10/2019	110772 SANTOS, VICTOR D.	081319		PURCHASE REIMBURSEMENT - BUS M	246.32
					<b>Total :</b>	<b>246.32</b>
155778	9/10/2019	108654 SECTRAN SECURITY INC.	19071835		CURRENCY VERIFICATION - JULY 2019	2,293.80
			19080626		ARMORED TRANSPORTATION SERVICE	734.50
					<b>Total :</b>	<b>3,028.30</b>
155779	9/10/2019	107006 SHAMROCK COMPANIES	2314546		EQUIPMENT MAINT SUPPLIES	34.19
			2318801		BLDG MAINT SUPPLIES	162.41
			2321812		JAZZ FESTIVAL PROGRAM SUPPLIES	286.71
					<b>Total :</b>	<b>483.31</b>
155780	9/10/2019	110752 SHERMAN, TIAH	08/16-08/31/19		SPORTS SCOREKEEPER	30.00
					<b>Total :</b>	<b>30.00</b>
155781	9/10/2019	110724 SHERMAN, TYAH	08/16-08/31/19		SPORTS OFFICIAL	30.00
					<b>Total :</b>	<b>30.00</b>
155782	9/10/2019	119233 SHERWIN-WILLIAMS CO.	5224-0		STREET MAINT SUPPLIES	619.77
			5663-9		STREET MAINT SUPPLIES	187.74
			6135-0		STREET MAINT SUPPLIES	962.61
			6242-1 08/22/19		JAZZ FESTIVAL PROGRAM SUPPLIES	19.70

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155782	9/10/2019	119233 SHERWIN-WILLIAMS CO.	(Continued) 6298-6 6299-4		STREET MAINT SUPPLIES JAZZ FESTIVAL PROGRAM SUPPLIES Total :	464.37 24.14 2,278.33
155783	9/10/2019	109918 SHIGE'S FOREIGN CAR SERVICE	77001 77007 77011		2011 NISSN ALTIMA #6SRW837 SERVIC 2018 FORD INTRCPTR #1554674 SERV 2018 FORD INTRCPTR #1554676 SERVI Total :	496.35 27.26 59.76 583.37
155784	9/10/2019	110780 SIMMONS, RONALD	14/71508		REFUND - JAZZ FESTIVAL PRE-PAID PA Total :	20.00 20.00
155785	9/10/2019	119361 SMART & FINAL IRIS CO.	033446 033447 043636 051416 052640 052641 052936 054816 057680		SR BUREAU PROGRAM SUPPLIES SR BUREAU PROGRAM SUPPLIES SR BUREAU PROGRAM SUPPLIES NATIONAL NIGHT OUT SUPPLIES SR BUREAU PROGRAM SUPPLIES SR BUREAU PROGRAM SUPPLIES CONCERT ON THE LAWN SUPPLIES SR BUREAU PROGRAM SUPPLIES JAZZ FESTIVAL SUPPLIES Total :	24.77 103.08 103.88 85.59 15.27 15.82 74.90 18.07 130.17 571.55
155786	9/10/2019	109445 SMARTSIGN	MPP-140240	035-00940 035-00940	PARKING HANG TAGS Total :	4,920.83 4,920.83
155787	9/10/2019	119129 SNAP-ON INDUSTRIAL	ARV/40810306		BUS MAINT SUPPLIES Total :	1,457.72 1,457.72
155788	9/10/2019	619003 SOUTHERN CALIFORNIA EDISON	082719		LIGHT & POWER Total :	326.16 326.16
155789	9/10/2019	110748 SPECIALTY AC HEAT	76998		2016 FORD INTRCPTR #1488058 BATTE Total :	317.11 317.11
155790	9/10/2019	119010 STAPLES ADVANTAGE	3419594289		PW OFFICE SUPPLIES	59.98

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155790	9/10/2019	119010 STAPLES ADVANTAGE	(Continued) 3421017544		PW OFFICE SUPPLIES	307.59
					Total :	367.57
155791	9/10/2019	106220 TAPSCOTT, SEIDRIC	08/16-08/31/19		SPORTS OFFICIAL	200.00
					Total :	200.00
155792	9/10/2019	104126 TIME WARNER CABLE	0027122080119		CABLE AND INTERNET SERVICES - CIT	4,752.31
					Total :	4,752.31
155793	9/10/2019	110238 TIREHUB, LLC	9494870		TIRES - GY G647 RSS 128L G 225/70 19	1,541.28
					Total :	1,541.28
155794	9/10/2019	108863 TRACKIT LLC	2231MA	037-09863	TRACKIT MANAGER SOFTWARE SYSTI	12,360.00
					Total :	12,360.00
155795	9/10/2019	110443 TRAN, CHI	SUMMER 2019		EDUCATIONAL REIMBURSEMENT	2,500.00
					Total :	2,500.00
155796	9/10/2019	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BARRAGAN 08/22/19 FCC 08/22/19 FINANCE 08/22/19 JONES 08/22/19 MEDRANO 08/22/19 PALMA 08/22/19 PD TRAINING 08/22/19 PD TRAINING2 8/22/19 ROMERO 08/22/19 SAFFELL 08/22/19 VERCELES 08/22/19 WARD 08/22/19		CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19	1,085.00 1,869.94 6,738.89 6,226.95 544.99 16.00 1,719.32 438.68 122.62 1,175.00 1,554.39 771.85
					Total :	22,263.63
155797	9/10/2019	109220 U.S. BANK EQUIPMENT FINANCE	391867835		RICOH MPC4503 COPIER LEASE - CD ~	162.51
					Total :	162.51
155798	9/10/2019	104692 ULINE	111470587 111601170		BUS SHOP SUPPLIES BUS SHOP SUPPLIES	72.32 61.15



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09/06/2019 9:02:37AM

Voucher List  
CITY OF GARDENA

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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155798	9/10/2019	104692 ULINE	(Continued)		Total :	133.47
155799	9/10/2019	121010 UNITED RENTALS	172342728		RENTAL - TRENCHER	454.32
					Total :	454.32
155800	9/10/2019	121407 UPS	Y458W2319		SHIPPING SERVICE CHARGES	11.51
					Total :	11.51
155801	9/10/2019	110173 VAN PETTEN, STANLEY	08/16-08/31/19		SPORTS OFFICIAL	75.00
					Total :	75.00
155802	9/10/2019	105316 VECTOR RESOURCES, INC.	81670	078-00002	NCC AUDIOVISUAL IMPROVEMENT PR	58,664.04
					Total :	58,664.04
155803	9/10/2019	122050 VERIZON WIRELESS	9835821393		PW CELL PHONE SERVICE~	1,503.63
			9836308851		BUS CELL PHONE SERVICE~	588.92
					Total :	2,092.55
155804	9/10/2019	108342 VIVINT SOLAR DEVELOPMENT LLC	50019-0108		PERMIT DEPOSIT REFUND - 13612 CA\$	167.57
			70019-0058		PERMIT DEPOSIT REFUND - 13612 CA\$	127.60
					Total :	295.17
155805	9/10/2019	123178 WALLIN, KRESS, REISMAN &, KRANITZ, LLP	AUGUST 2019	023-01228	CITY ATTORNEY SERVICES	19,332.50
					Total :	19,332.50
155806	9/10/2019	108353 WALTERS WHOLESALE ELECTRIC CO	S111509894		SIGNS/SIGNALS SUPPLIES	65.82
			S111992807		INVOICE SERVICE FEE	6.89
			S113441623		INVOICE SERVICE FEE	5.69
			S113462323.002		PARK SUPPLIES	5.16
			S113462323.003		PARK SUPPLIES	89.30
					Total :	172.86
155807	9/10/2019	101903 WATER TECHNIQUES	75672		DRINKING WATER SYSTEM RENTAL	45.00
					Total :	45.00
155808	9/10/2019	109523 WATTS, FRAZIER	081919		PURCHASE REIMBURSEMENT - SUPPL	286.54
					Total :	286.54

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Voucher List  
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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155809	9/10/2019	123350 WEST COAST SAND & GRAVEL, INC.	168729		STREET MAINT SUPPLIES	1,399.77
					Total :	1,399.77
155810	9/10/2019	123050 WILLIAMS SCOTSMAN, INC.	7052902	035-00936	MODULAR BUILDING RENTAL CPX-804	2,637.37
					Total :	2,637.37
155811	9/10/2019	108714 WOODS, SHALONDA	08/16-08/31/19		SPORTS OFFICIAL	50.00
					Total :	50.00
155812	9/10/2019	109114 WOODS, VERANAE	08/16-08/31/19		SPORTS OFFICIAL	50.00
					Total :	50.00
155813	9/10/2019	125001 YAMADA COMPANY, INC.	78014		PARK MAINT SUPPLIES	50.43
			78020		PARK MAINT SUPPLIES	16.68
			78023		PARK MAINT SUPPLIES	92.70
			78040		SEWER MAINT SUPPLIES	24.57
			78043		STREET MAINT SUPPLIES	70.92
			78137		JAZZ FESTIVAL MAINT SUPPLIES	141.09
					Total :	396.39
155814	9/10/2019	103601 YINCOM	6496		IT COMPUTER PARTS	116.02
			6497		COMPUTER REPLACEMENT PARTS	96.25
			6498		PD COMPUTER PARTS	674.47
			6499		GTRANS COMPUTER PARTS	279.17
			6501		COMPUTER REPLACEMENT PARTS	674.84
			6502		COMPUTER REPLACEMENT PARTS	660.72
			6504		COMPUTER REPLACEMENT PARTS	524.87
			6506		COMPUTER REPLACEMENT PARTS	337.97
					Total :	3,364.31
155815	9/10/2019	110761 YOON, JIMMY	CIT #16549		REFUND - ADMINISTRATIVE CITATION	479.00
					Total :	479.00
155816	9/10/2019	109768 ZEBRA, C/O CTE	2011	037-09864	GTRANS MEMBERSHIP DUES	3,000.00
					Total :	3,000.00
165 Vouchers for bank code : usb					Bank total :	1,362,445.53


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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165 Vouchers in this report						Total vouchers : 1,362,445.53

CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 17 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 17 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      9/10/19  
Date

\_\_\_\_\_  
Councilmember      Date

\_\_\_\_\_  
Councilmember      Date

Acknowledged:

\_\_\_\_\_  
Councilmember      Date

\_\_\_\_\_  
Councilmember      Date



**CITY of GARDENA**

5. D. (1)  
CITY MANAGER  
Report No. P-2019-16  
Date: September 10, 2019

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

1. Request City Council approval to revise the City's Classification and Compensation Plan to adjust the salary range for Police Lieutenant, Schedule 227 (\$11,329 - \$14,460/month), to Schedule 227 (\$11,895 - \$15,183/month) to eliminate salary compaction with the Police Sergeant classification.
2. Report the Promotion of **MICHAEL SAFFELL** to the position of Deputy Police Chief, Schedule 232 (\$18,953/month), with the Police Department effective September 12, 2019.
3. Report the Reinstatement of **SPENCER DELA CRUZ** to the position of Economic Development Manager, Schedule 126 (\$7,838 - \$10,004/month), with the Community Development Department effective September 3, 2019.
4. Report that the following individuals are on leave under the *Family Medical Leave Act / California Family Rights Act (FMLA/CFRA)*:
  - a. Bus Operator, **ROSALVA TREJO**, of the Transportation Department effective July 17, 2019 through September 27, 2019 on a continuous basis.
  - b. Police Officer, **IXTZIA LINARES**, of the Police Department effective July 21, 2019 through a date to be determined on a continuous basis.
  - c. Administrative Aide, **MAYRA MACIEL**, of the Police Department effective August 26, 2019 through January 6, 2019 on a continuous basis.
  - d. Park Maintenance Worker I, **BARRY OYA**, of the Parks Division of the General Services Department effective August 21, 2019 through a date to be determined on a continuous basis.
5. Report that Police Officer, **YARENIS SLATER**, of the Police Department is on a medical leave of absence effective July 23, 2019 through a date to be determined on a continuous basis.
6. Report that Police Officer, **ZULEYMA MURPHY**, of the Police Department returned to duty from leave effective September 8, 2019.
7. Report the recruitment for the Open/Competitive position of Administrative Analyst I (Transportation Department). This recruitment closed on August 27, 2019.
8. Report the recruitment for the Open/Competitive position of Transit Systems Analyst (Transportation Department). This recruitment closed on September 9, 2019.
9. Report the recruitment for the Open/Competitive position of Family Child Care Education Coordinator (Recreation and Human Services Department). This recruitment closed on September 9, 2019.

10. 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,



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: 09/10/2019

Resolution No. 6410

TO: THE HONORABLE MAYOR AND CITY COUNCIL

**AGENDA TITLE:** RESOLUTION NO. 6410, APPROVING THE MODIFIED CALIFORNIA GAMES  
COLLECTION RATES AT HUSTLER CASINO

<b><u>COUNCIL ACTION REQUIRED:</u></b> <ul style="list-style-type: none"><li>• Adopt Resolution No. 6410</li></ul>	<b><u>Action Taken</u></b>
<b><u>STAFF SUMMARY:</u></b> <p>Staff respectfully recommends that the City Council adopt Resolution No. 6410, approving the Modified California Games Collection Rates to be used at Hustler Casino.</p> <p>On August 28, 2019, Hustler Casino received written approval from the State of California Department of Justice, Bureau of Gambling Control, to modify their gambling establishment's California Games Collection Rates.</p> <p>A copy of the approval, listing the updated rates for Hustler Casino, is attached to Resolution No. 6410.</p> <p>These approvals by the State of California are subject to the adoption of a formal resolution by the Gardena City Council.</p>	
<b><u>FINANCIAL IMPACT/COST:</u></b> <p>None</p>	
<b><u>ATTACHMENT:</u></b> <ol style="list-style-type: none"><li>1) Resolution No. 6410</li><li>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.</li></ol>	
Submitted by: <u>Edward Medrano</u> , Edward Medrano, City Manager Date: <u>9/5/19</u>	

**RESOLUTION NO. 6410**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA,  
CALIFORNIA, APPROVING MODIFIED CALIFORNIA GAMES  
COLLECTION RATES AT HUSTLER CASINO**

**WHEREAS**, Gardena Municipal Code Section 5.24.270 provides that rules of play for all games permitted to be played in licensed card clubs shall be sent to the City Council for final approval; and

**WHEREAS**, on August 28, 2019, Hustler Casino received approval from the California Bureau of Gambling Control for modification of its California Games Collection Rates, which letter of approval is attached hereto as Exhibit "A," and incorporated herein by reference; and

**WHEREAS**, Hustler Casino has requested that the City Council approve the rates set forth in Exhibit "A."

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

SECTION 1. The California Games Collection Rates Modification set forth in Exhibit "A" is hereby approved.

SECTION 2. This Resolution supersedes any previously authorized collection rates for California Games at Hustler Casino.

SECTION 3. 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 10<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
TASHA CERDA, Mayor

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
PETER L. WALLIN, City Attorney

# El Dorado Enterprises, Inc.

August 29, 2019

VIA EMAIL (EMEDRANO@CITYOFGARDENA.ORG)

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

**Re: California Games Collection Rate Modification Approval**

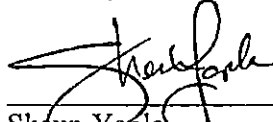
Dear Mr. Medrano,

Hustler Casino recently submitted a request to the Bureau of Gambling Control to modify the California Games Collection Rates. We have received approval by the Bureau to begin offering the modified rates for play once they have been approved by the City of Gardena. Attached is a copy of the approval letter from the Bureau which provides the details of the California Games Collection Rate Modification.

On behalf of Hustler Casino, I'm requesting that the California Games Collection Rate Modification be approved by the City of Gardena for our casino.

If you have any questions please give me a call.

Sincerely,

  
\_\_\_\_\_  
Shaun Yapple  
General Manager

**Acknowledged and Agreed**  
**City of Gardena**

By: \_\_\_\_\_  
Edward Medrano, City Manager

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

SY:dr

Enclosure

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





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

August 28, 2019

Keith Sharp, Designated Agent  
Hustler Casino  
301 N. Lake Avenue, Suite 1100  
Pasadena, CA 91101

**BGC ID: GEGA-003476**

**RE: California Games Collection Rate Modification Approval**

Dear Keith Sharp:

The Bureau of Gambling Control (Bureau) has reviewed Hustler Casino's request to modify the California Games Collection Rates. This letter is to inform you that the Bureau has approved this request, and Hustler Casino may begin offering the modified rates for play, as enclosed, pending any approvals that may be required by the local jurisdiction. This letter of approval and the enclosed rules shall be kept on file, at Hustler Casino, and be readily available for review during all hours of operation. Any changes to the approved rates of play shall constitute a new game and invalidate this approval. **In addition, this approval letter shall supersede any previous approval letters.**

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

**Hustler Casino shall offer the modified California Games Collection Rates in accordance with the Bureau approved rules, as enclosed.**

**Modifications to the California Games Collection Rates**

**The previously approved table limits and collection rates for all California games offered for play at Hustler Casino are no longer valid. Only those table limits and collection rates, as enclosed, are approved to be offered at Hustler Casino.**

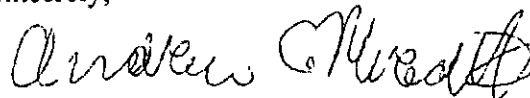
- *Updated the collection rates for EZ Baccarat*

Although the Bureau has approved these modified collection rates, it is the sole responsibility of Hustler Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approvals that may be required by the local jurisdiction before the modified California Games Collection Rates are offered for play. Hustler Casino shall be fully responsible for ensuring any approval required by local law enforcement is obtained prior to offering the modified California Games Collection Rates for play.

Any changes Hustler Casino may wish to make in the future to the approved rates, as 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 Anthony Lucero at (916) 621-1563 or via email at [BGCgames@doj.ca.gov](mailto:BGCgames@doj.ca.gov).

Sincerely,

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

ANDREW MEREDITH, Manager  
Game Review Unit

For XAVIER BECERRA  
Attorney General

Enclosure

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

## California Games Collection Rates



AUG 28 2019

Although the Bureau has approved these collection rates, these collection rates do not affect any rules regarding player-dealer rotation. The Bureau reserves the right to: (1) review the lawfulness of the California Games Collection Rates; (2) notify all law enforcement agencies and gambling establishments if further review determines the California Games Collection Rates to be unlawful; (3) require gambling establishments to cease and desist offering the California Games Collection Rates 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.

**CA Baccarat (GEGA-001494), 21st Century Baccarat w/ early and late tie bets (GEGA-000017), 21st Century Baccarat 8.0 (GEGA-002443), 21st Century Lucky 7 Baccarat (GEGA-003149), 21st Century Baccarat 9.0 (GEGA-002666) - For schedule options 1 through 6,** a collection fee shall be taken per hand from the player-dealer position. A collection fee shall also be taken from each player per controlled game wager placed. There shall be no fee taken from a player for placing a bonus bet. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.

Schedule Option	Table Limit	Player-Dealer Fee	Player Fee
1	\$5-\$50	\$2	\$0.50
2	\$10-\$100	\$2	\$1
3	\$50-\$300	\$4	\$2
4	\$100-\$500	\$5	\$3
5	\$100-\$1,000	\$10	\$6
6	\$500-\$1,000	\$10	\$6

**EZ Baccarat (GEGA-002822) - For schedule options 1 through 7,** a collection fee shall be taken per hand from the player-dealer position. A collection fee shall also be taken from each player per controlled game wager placed. There shall be no fee taken from a player for placing a bonus bet. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.

Schedule Option	Table Limit	Player-Dealer Fee	Player Fee
1	\$5-\$50	\$2	\$0.50
2	\$10-\$100	\$2	\$1
3	\$25-\$100	\$2	\$1
4	\$50-\$300	\$4	\$2
5	\$100-\$500	\$5	\$3
6	\$100-\$1,000	\$10	\$6
7	\$500-\$1,000	\$10	\$6

For **schedule options 8 through 12,** a collection fee shall be taken per hand from the player-dealer position. A collection fee shall also be taken from each player per controlled game wager, Dragon 7 Bonus Bet, Panda 8 Bonus Bet, and Tie Bet when placed without a controlled game wager. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.

Schedule Option	Table Limit	Player-Dealer Fee	Player Fee	Dragon 7 Fee	Panda 8 Fee	Tie Bet Fee
8	\$10-\$100	\$2	\$1	\$1	\$1	\$1
9	\$25-\$100	\$2	\$1	\$1	\$1	\$1
10	\$50-\$300	\$3	\$2	\$1	\$1	\$1



AUG 28 2019

## California Games Collection Rates

Bureau of Gambling  
Control

11	\$100-\$500	\$5	\$3	\$1	\$1	\$1
12	\$500-\$1,000	\$10	\$6	\$1	\$1	\$1

For schedule options 13 through 57, a collection fee shall be taken per hand from the player-dealer position based on the total amount all players have wagered on the Player line, Banker line, Tie Bet, Dragon 7 bonus bet, and Panda 8 bonus bets at the table, known as Total Table Action. There shall be no collection fee for players when placing a wager on the Player line, Banker line, the Tie Bet, or placing a Dragon 7 or Panda 8 bonus bet. All bonus bets may be less than, equal to, or greater than the game wager but must be within the minimum and maximum table limits. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.

Schedule Option	Wager Limit Per Betting Circle	Total Table Action	Player-Dealer Fee	Player Fee
13	\$10-\$100	\$10-\$50	\$1	\$0
		\$51-\$300	\$2	
		\$301-\$500	\$3	
		\$501-\$1,100	\$7	
		\$1,101+	\$15	
15	\$10-\$100	\$10-\$100	\$2	\$0
		\$101-\$300	\$2	
		\$301-\$500	\$3	
		\$501-\$1,100	\$7	
		\$1,101+	\$15	
14	\$10-\$100	\$10-\$300	\$2	\$0
		\$301-\$500	\$3	
		\$501-\$1,100	\$7	
		\$1,101+	\$15	
16	\$10-No Limit	\$10-\$300	\$2	\$0
		\$301-\$500	\$5	
		\$501-\$1,000	\$9	
		\$1,001-\$2,000	\$15	
		\$2,001+	\$25	
17	\$10-No Limit	\$10-\$300	\$3	\$0
		\$301-\$500	\$6	
		\$501-\$1,000	\$12	
		\$1,001-\$2,000	\$20	
		\$2,001+	\$30	
18	\$25-\$100	\$25-\$100	\$1	\$0
		\$101-\$300	\$2	
		\$301-\$500	\$3	
		\$501-\$1,100	\$7	
		\$1,101+	\$15	
19	\$25-No Limit	\$25-\$100	\$1	\$0
		\$101-\$300	\$2	
		\$301-\$700	\$4	
		\$701-\$1,000	\$8	
		\$1,001+	\$12	



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## California Games Collection Rates

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20	\$25-No Limit	\$25-\$300	\$2	\$0
		\$301-\$500	\$5	
		\$501-\$1,000	\$9	
		\$1,001-\$2,000	\$15	
		\$2,001+	\$25	
21	\$25-No Limit	\$25-\$300	\$3	\$0
		\$301-\$500	\$6	
		\$501-\$1,000	\$12	
		\$1,001-\$2,000	\$20	
		\$2,001+	\$30	
22	\$25-No Limit	\$25-\$300	\$2	\$0
		\$301-\$700	\$4	
		\$701-\$1,000	\$8	
		\$1,001-\$3,000	\$12	
		\$3,001+	\$20	
23	\$25-No Limit	\$25-\$300	\$2	\$0
		\$301-\$800	\$6	
		\$801-\$1,500	\$10	
		\$1,501-\$3,000	\$12	
		\$3,001+	\$20	
24	\$25-No Limit	\$25-\$300	\$2	\$0
		\$301-\$700	\$5	
		\$701-\$1,000	\$8	
		\$1,001-\$3,000	\$15	
		\$3,001+	\$25	
25	\$50-\$300	\$50-\$100	\$1	\$0
		\$101-\$300	\$2	
		\$301-\$600	\$4	
		\$601-\$1,200	\$10	
		\$1,201+	\$15	
26	\$50-No Limit	\$50-\$200	\$2	\$0
		\$201-\$600	\$5	
		\$601-\$1,500	\$10	
		\$1,501-\$3,000	\$25	
		\$3,001+	\$40	
27	\$50-No Limit	\$50-\$200	\$2	\$0
		\$201-\$600	\$5	
		\$601-\$2,000	\$12	
		\$2,001-\$3,500	\$30	
		\$3,501+	\$50	
28	\$50-No Limit	\$50-\$300	\$2	\$0
		\$201-\$500	\$5	
		\$501-\$1,000	\$9	
		\$1,001-\$2,000	\$15	
		\$2,001+	\$25	

## California Games Collection Rates



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29	\$50-No Limit	\$50-\$300	\$3	\$0
		\$201-\$500	\$6	
		\$601-\$1,000	\$12	
		\$1,001-\$2,000	\$20	
		\$2,001+	\$30	
30	\$50-No Limit	\$50-\$300	\$1	\$0
		\$301-\$1,000	\$5	
		\$1,001-\$2,000	\$15	
		\$2,001-\$5,000	\$25	
		\$5,001+	\$50	
31	\$50-No Limit	\$50-\$500	\$2	\$0
		\$501-\$1,000	\$7	
		\$1,001-\$2,000	\$15	
		\$2,001-\$5,000	\$25	
		\$5,001+	\$50	
32	\$50-No Limit	\$50-\$300	\$2	\$0
		\$301-\$1,000	\$7	
		\$1,001-\$2,000	\$15	
		\$2,001-\$4,000	\$25	
		\$4,001+	\$50	
33	\$100-\$500	\$100-\$300	\$2	\$0
		\$301-\$800	\$5	
		\$801-\$1,200	\$10	
		\$1,201-\$1,800	\$15	
		\$1,801+	\$25	
34	\$100-No Limit	\$100-\$300	\$3	\$0
		\$301-\$500	\$6	
		\$501-\$1,000	\$12	
		\$1,001-\$2,000	\$20	
		\$2,001+	\$30	
35	\$100-No Limit	\$100-\$300	\$5	\$0
		\$301-\$500	\$15	
		\$801-\$1,000	\$25	
		\$1,001-\$2,000	\$50	
		\$2,001+	\$75	
36	\$100-No Limit	\$100-\$500	\$3	\$0
		\$501-\$2,000	\$15	
		\$2,001-\$6,000	\$30	
		\$6,001-\$10,000	\$70	
		\$10,001+	\$100	
37	\$100-No Limit	\$100-\$799	\$1.00	\$0
		\$800-\$3,999	\$20.00	
		\$4,000-\$5,999	\$40.00	
		\$6,000-\$8,999	\$60.00	
		\$9,000+	\$75.00	

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38	\$100-No Limit	\$100-\$1,000	\$15	Bureau of Gambling Control \$0
		\$1,001-\$2,500	\$30	
		\$2,501-\$5,000	\$60	
		\$5,001-\$15,000	\$75	
		\$15,001+	\$150	
39	\$100-No Limit	\$100-\$1,000	\$3	\$0
		\$1,001-\$5,000	\$15	
		\$5,001-\$10,000	\$40	
		\$10,001-\$20,000	\$75	
		\$20,001+	\$150	
40	\$100-No Limit	\$100-\$1,000	\$3	\$0
		\$1,001-\$5,000	\$15	
		\$5,001-\$10,000	\$50	
		\$10,001-\$15,000	\$100	
		\$15,001+	\$150	
41	\$100-No Limit	\$100-\$2,500	\$25	\$0
		\$1,001-\$5,000	\$60	
		\$5,001-\$15,000	\$100	
		\$15,001-\$30,000	\$200	
		\$30,001+	\$250	
42	\$300-\$500	\$300-\$800	\$5	\$0
		\$801-\$1,200	\$10	
		\$1,201-\$1,800	\$15	
		\$1,801-\$3,500	\$25	
		\$3,501+	\$30	
43	\$300-No Limit	\$300-\$1,200	\$3	\$0
		\$1,201-\$4,000	\$12	
		\$4,001-\$6,000	\$40	
		\$6,001-\$10,000	\$60	
		\$10,001+	\$80	
44	\$300-No Limit	\$300-\$1,000	\$3	\$0
		\$1,001-\$4,000	\$15	
		\$4,001-\$8,000	\$30	
		\$8,001-\$20,000	\$50	
		\$20,001+	\$100	
45	\$300-No Limit	\$300-\$1,200	\$3	\$0
		\$1,201-\$4,000	\$15	
		\$4,001-\$8,000	\$25	
		\$8,001-\$20,000	\$50	
		\$20,001+	\$80	
46	\$300-No Limit	\$300-\$1,200	\$5	\$0
		\$1,201-\$4,000	\$25	
		\$4,001-\$8,000	\$50	
		\$8,001-\$20,000	\$90	
		\$20,001+	\$150	

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47	\$300-No Limit	\$300-\$1,000	\$5	\$0
		\$1,001-\$2,000	\$25	
		\$2,001-\$8,000	\$50	
		\$8,001-\$20,000	\$90	
		\$20,001+	\$150	
48	\$300-No Limit	\$300-\$1,000	\$5	\$0
		\$1,001-\$2,000	\$15	
		\$2,001-\$6,000	\$30	
		\$6,001-\$10,000	\$70	
		\$10,001+	\$100	
49	\$300-No Limit	\$300-\$1,000	\$5	\$0
		\$1,001-\$3,000	\$15	
		\$3,001-\$6,000	\$40	
		\$6,001-\$12,000	\$80	
		\$12,001+	\$125	
50	\$500-No Limit	\$500-\$1,500	\$5	\$0
		\$1,501-\$2,500	\$15	
		\$2,501-\$5,000	\$25	
		\$5,001-\$15,000	\$45	
		\$15,001+	\$65	
51	\$500-No Limit	\$500-\$1,500	\$7	\$0
		\$1,501-\$3,500	\$20	
		\$3,501-\$7,000	\$50	
		\$7,001-\$15,000	\$90	
		\$15,001+	\$150	
52	\$500-No Limit	\$500-\$5,000	\$7	\$0
		\$5,001-\$10,000	\$30	
		\$10,001-\$15,000	\$75	
		\$15,001-\$20,000	\$100	
		\$20,001+	\$150	
53	\$500-No Limit	\$500-\$10,000	\$7	\$0
		\$10,001-\$20,000	\$50	
		\$20,001-\$30,000	\$100	
		\$30,001-\$40,000	\$150	
		\$40,001+	\$200	
54	\$500-No Limit	\$500-\$5,000	\$7	\$0
		\$5,001-\$10,000	\$50	
		\$10,001-\$15,000	\$100	
		\$15,001-\$20,000	\$150	
		\$20,001+	\$200	
55	\$1,000-No Limit	\$1,000-\$10,000	\$10	\$0
		\$10,001-\$15,000	\$50	
		\$15,001-\$20,000	\$100	
		\$20,001-\$30,000	\$150	
		\$30,001+	\$200	



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56	\$1,000-No Limit	\$1,000-\$10,000	\$10	Bureau of Gambling Control \$0
		\$10,001-\$20,000	\$50	
		\$20,001-\$30,000	\$100	
		\$30,001-\$40,000	\$150	
		\$40,001+	\$200	
57	\$1,000-No Limit	\$1,000-\$10,000	\$10	\$0
		\$10,001-\$15,000	\$100	
		\$15,001-\$20,000	\$150	
		\$20,001-\$30,000	\$200	
		\$30,001+	\$300	

**No Bust 21st Century Blackjack (GEGA-001491), LA Blackjack (GEGA-001493), Hustler Casino Blackjack (GEGA-001506), No Bust 21st Century Blackjack Second Chances (GEGA-001508), No Bust 21st Century Blackjack 4.0a (GEGA-000114), No Bust 21st Century Blackjack 6.2 (GEGA-002665), No Bust 21st Century Blackjack 4.0B (GEGA-003532)** - For schedule options 1 through 6, a collection fee shall be taken per hand from the player-dealer position. A collection fee shall also be taken from each player per base game wager placed. No collection fee shall be taken for placing any bonus bets, or any double down, split, insurance or surrender. The Perfect Pair Bonus Bet may be less than, equal to, or greater than the base game wager. The Buster Blackjack Bonus Bet may be less than or equal to, but may not exceed the base game wager. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.

Schedule Option	Table Limit	Player Fee	Player-Dealer Fee
1	\$5-\$25	\$0.50	\$1.50
2	\$10-\$100	\$1	\$2
3	\$10-\$100	\$1	\$3
4	\$25-\$100	\$1	\$2
5	\$50-\$300	\$2	\$4
6	\$100-\$500	\$3	\$5

For schedule options 7 through 10, a collection fee shall be taken per hand from the player-dealer position based on the total amount all players have wagered and any bonus bets at the table, known as the Total Table Action, and prior to cards being dealt or any round of play being conducted. There shall be no collection fee for players when placing a base game wager or any bonus bet. The Perfect Pair Bonus Bet may be less than, equal to, or greater than the base game wager. The Buster Blackjack Bonus Bet may be less than or equal to, but may not exceed the base game wager. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.

Schedule Option	Wager Limit Per Betting Circle	Total Table Action	Player-Dealer Fee	Player Fee
7	\$5-\$25	\$5-\$25	\$0.50	\$0
		\$26-\$100	\$1	
		\$101-\$300	\$2	
		\$301-\$500	\$3	
		\$501+	\$6	



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8	\$10-\$100	\$10-\$100	\$1	\$0
		\$101-\$300	\$2	
		\$301-\$500	\$4	
		\$501-\$1,500	\$7	
		\$1,501+	\$13	
9	\$25-\$100	\$25-\$100	\$1	\$0
		\$101-\$400	\$2	
		\$401-\$700	\$7	
		\$701-\$1,500	\$9	
		\$1,501+	\$13	
10	\$100-\$500	\$100-\$500	\$2	\$0
		\$501-\$1,000	\$6	
		\$1,001-\$1,500	\$10	
		\$1,501-\$3,500	\$17	
		\$3,501+	\$25	

**Three Card Poker (GEGA-000112), Three Card Poker 6 Card Bonus (GEGA-003525)** - For schedule option 1 and 2, a collection fee shall be taken per hand from the player-dealer position. A collection fee shall also be taken from each player ante wager placed. There shall be no fee taken from a player for placing any bonus bet. The bonus bet may be less than, equal to, or greater than the base game wager within table limits. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.

Schedule Option	Table Limit	Player Fee	Player-Dealer Fee
1	\$5-\$100	\$1	\$2
2	\$5-\$100	\$1	\$3

For schedule options 3 through 6, a collection fee shall be taken per hand from the player-dealer position based on the total amount all players have wagered and any bonus bets at the table, known as the Total Table Action, prior to cards being dealt or any round of play being conducted. There shall be no collection fee for players when placing a wager or bonus bet. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.

Schedule Option	Wager Limit Per Betting Circle	Total Table Action	Player-Dealer Fee	Player Fee
3	\$1-\$100	\$1-\$75	\$1	\$0
		\$76-\$200	\$2	
		\$201-\$500	\$4	
		\$501-\$1,500	\$5	
		\$1,501+	\$10	
4	\$10-\$100	\$10-\$75	\$1	\$0
		\$76-\$200	\$2	
		\$201-\$500	\$4	
		\$501-\$1,500	\$5	
		\$1,501+	\$10	

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5	\$25-\$100	\$25-\$100	\$1	\$0
		\$101-\$400	\$3	
		\$401-\$1,000	\$7	
		\$1,001-\$3,000	\$18	
		\$3,001+	\$25	
6	\$50-\$300	\$50-\$600	\$4	\$0
		\$601-\$1,500	\$9	
		\$1,501-\$3,000	\$15	
		\$3,001-\$6,000	\$20	
		\$6,001+	\$30	

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**Fortune Pai Gow Poker 1.0 (GEGA-002516), Pai Gow Poker (GEGA-001504) - For schedule options 1 through 8, a collection fee shall be taken per hand from the player-dealer position. A collection fee shall also be taken from each player per controlled game wager placed. There shall be no fee taken from a player for placing a bonus bet. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.**

Schedule Option	Table Limit	Player Fee	Player-Dealer Fee
1	\$10-\$100	\$1	\$2
2	\$25-\$100	\$1	\$2
3	\$50-\$300	\$2	\$4
4	\$100-\$500	\$3	\$5
5	\$100-\$1,000	\$5	\$10
6	\$300-\$1,000	\$5	\$10
7	\$300-\$2,000	\$10	\$15
8	\$500-\$2,000	\$10	\$15

**For schedule options 9 through 12, a collection fee shall be taken per hand from the player-dealer position based on the total amount all players have wagered, known as the Total Table Action, prior to any tiles being dealt or any round of play being conducted. There shall be no collection fee for players when placing a wager.**

Schedule Option	Wager Limit Per Betting Circle	Total Table Action	Player-Dealer Fee	Player Fee
9	\$1-\$100	\$1-\$100	\$1	\$0
		\$101-\$300	\$2	
		\$301-\$500	\$4	
		\$501-\$1,500	\$7	
		\$1,501+	\$13	
10	\$10-\$100	\$10-\$100	\$1	\$0
		\$101-\$300	\$2	
		\$301-\$500	\$4	
		\$501-\$1,500	\$7	
		\$1,501+	\$13	
11	\$25-\$100	\$25-\$100	\$1	\$0
		\$101-\$400	\$3	
		\$401-\$1,000	\$7	
		\$1,001-\$3,000	\$18	
		\$3,001+	\$25	



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12	\$50-\$300	\$50-\$1,200	\$5	\$0
		\$1,201-\$3,600	\$12	
		\$3,601-\$9,000	\$24	
		\$9,001-\$24,000	\$36	
		\$24,001+	\$50	

**Pai Gow Tiles (GEGA-001501)** - For schedule option 1 through 6, a collection fee shall be taken per hand from the player-dealer position. A collection fee shall also be taken from each player per controlled game wager placed. The collection fees shall be collected prior to tiles being dealt or any round of play being conducted.

Schedule Option	Table Limit	Player Fee	Player-Dealer Fee
1	\$10-\$100	\$1	\$2
2	\$25-\$100	\$1	\$2
3	\$50-\$300	\$2	\$4
4	\$100-\$500	\$3	\$5
5	\$200-\$700	\$4	\$8
6	\$300-\$1,000	\$5	\$10

For schedule options 7 through 12, a collection fee shall be taken per hand from the player-dealer position based on the total amount all players have wagered and any bonus bets at the table, prior to cards being dealt or any round of play being conducted. A collection fee shall also be taken from each player per controlled game wager placed. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.

Schedule Option	Wager Limit Per Betting Circle	Total Table Action	Player-Dealer Fee	Player Fee
7	\$1-\$100	\$1-\$100	\$1	\$0
		\$101-\$300	\$2	
		\$301-\$500	\$4	
		\$501-\$1,500	\$7	
		\$1,501+	\$13	
8	\$10-\$100	\$10-\$100	\$1	\$0
		\$101-\$300	\$2	
		\$301-\$500	\$4	
		\$501-\$1,500	\$7	
		\$1,501+	\$13	
9	\$10-\$500	\$10-\$500	\$2	\$1
		\$501-\$2,000	\$5	
		\$2,001-\$5,000	\$10	
		\$5,001+	\$25	
10	\$25-\$100	\$25-\$100	\$1	\$0
		\$101-\$400	\$3	
		\$401-\$1,000	\$7	
		\$1,001-\$3,000	\$18	
		\$3,001+	\$25	

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11	\$50-\$300	\$50-\$1,200	\$5	Bureau of Gambling Control \$0
		\$1,201-\$3,600	\$12	
		\$3,601-\$9,000	\$24	
		\$9,001-\$24,000	\$36	
		\$24,001+	\$50	
12	\$100-\$500	\$100-\$2,000	\$5	\$1
		\$2,001-\$5,000	\$10	
		\$5,001-\$8,000	\$25	
		\$8,001+	\$35	

**Super Pan 9 (GEGA-001492)** - For schedule options 1 through 7, a collection fee shall be taken per hand from the player-dealer position. A collection fee shall also be taken from each player per controlled game wager placed. There shall be no fee taken from a player for placing a bonus bet. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.

Schedule Option	Table Limit	Player Fee	Player-Dealer Fee
1	\$10-\$100	\$1	\$2
2	\$25-\$100	\$1	\$2
3	\$50-\$300	\$2	\$4
4	\$100-\$500	\$3	\$5
5	\$200-\$700	\$4	\$8
6	\$300-\$1,000	\$5	\$10
7	\$500-\$2,000	\$10	\$20

**Easy Poker (GEGA-001503)** - For schedule option 1, a collection fee shall be taken per hand from the player-dealer position. A collection fee shall also be taken from each player per controlled game wager placed. There shall be no fee taken from a player for placing an Easy Poker bonus bet. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.

Schedule Option	Table Limit	Player Fee	Player-Dealer Fee
1	\$5-\$100	\$1	\$2

**Caribbean Stud Poker (GEGA-001502)** - For schedule options 1 through 3, a collection fee shall be taken per hand from the player-dealer position. A collection fee shall also be taken from each player per ante wager placed. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.

Schedule Option	Table Limit	Player Fee	Player-Dealer Fee
1	\$5-\$50	\$0.50	\$1
2	\$10-\$100	\$1	\$2
3	\$50-\$300	\$2	\$3

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**Let it Ride Bonus (GEGA-002162)** - For schedule options 1 through 5, a collection fee shall be taken per hand from the player-dealer position. A collection fee shall also be taken from each player per controlled game wager placed. There shall be no fee taken from a player for placing an optional \$1 bonus bet. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.

Schedule Option	Table Limit	Player Fee	Player-Dealer Fee
1	\$5-\$25	\$0.50	\$1
2	\$10-\$100	\$1	\$2
3	\$25-\$100	\$1	\$2
4	\$50-\$300	\$2	\$3
5	\$100-\$500	\$3	\$4

**Ultimate Texas Hold'em (GEGA-001214)** - For schedule option 1, a collection fee shall be taken per hand from the player-dealer position. A collection fee shall also be taken from each player per ante wager they place. There shall be no fee taken from a player for placing an optional \$0.50 bonus bet. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.

Schedule Option	Table Limit	Player Fee	Player-Dealer Fee
1	\$5-\$100	\$1	\$3

For schedule options 2 through 5, a collection fee shall be taken per hand from the player-dealer position based on the total amount all players have wagered and any bonus bets at the table, known as the Total Table Action, prior to cards being dealt or any round of play being conducted. There shall be no collection fee for players when placing a wager. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.

Schedule Option	Wager Limit Per Betting Circle	Total Table Action	Player-Dealer Fee	Player Fee
2	\$1-\$100	\$1-\$75	\$1	\$0
		\$76-\$200	\$2	
		\$201-\$500	\$4	
		\$501-\$1,500	\$5	
		\$1,501+	\$10	
3	\$10-\$100	\$10-\$75	\$1	\$0
		\$76-\$200	\$2	
		\$201-\$500	\$4	
		\$501-\$1,500	\$5	
		\$1,501+	\$10	
4	\$25-\$100	\$25-\$100	\$1	\$0
		\$101-\$400	\$3	
		\$401-\$1,000	\$7	
		\$1,001-\$3,000	\$18	
		\$3,001+	\$25	

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5	\$50-\$300	\$50-\$600	\$4	\$0
		\$601-\$1,500	\$9	
		\$1,501-\$3,000	\$15	
		\$3,001-\$6,000	\$20	
		\$6,001+	\$30	

**2 Way Winner (GEGA-004621)** - For schedule options 1 through 5, the collection fees shall be taken per hand, from the player and the player-dealer position. The wagering limit for the 7-Card Bonus shall be \$1-\$100. There shall be no collection taken for the 7-Card Bonus Bet. The collection fees shall be collected prior to cards being dealt or any round of play being conducted.

Schedule Option	Table Limit	Player Fee	Player-Dealer Fee
1	\$5-\$25	\$ .50	\$2
2	\$10-\$100	\$1	\$3
3	\$25-\$100	\$1	\$3
4	\$50-\$300	\$2	\$4
5	\$100-\$500	\$3	\$5

**Casino War (GEGR-002065), Crazy 4 Poker (GEGR-002066)** - For schedule options 1 through 8, the Player-Dealer Collection shall be taken per hand from the player-dealer position. For schedule options 1 through 4, there shall be no collection fee taken from any player or backline bettor for placing any base game wager or the optional Tie Wager. For schedule options 5 through 8, a collection fee shall be taken from each player and backline bettor for each base game wager placed. There shall also be a collection fee taken for each Promotional Bet Chip (GEGA-004406) used prior to the deal. There shall be no additional collection fee taken from players or backline bettors for placing any Tie Wager or War wager. The Tie Wager limit shall range from \$5-\$100 and may be less than, equal to, or greater than the base game wager. The collection fees shall be taken prior to cards being dealt or any round of play being conducted.

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

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

**Mississippi Stud 3 Card Bonus (GEGR-002070)** - 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



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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	

**Casino War (GEGR-002065)** - 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 CA Games Promotional Chips (GEAR-001021) 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

## California Games Collection Rates



AUG 28 2019

8	\$50-\$300	\$5	\$3	Bureau of Gambling Control
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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	
12	\$25-No Limit	\$25-\$300	\$3	\$0
		\$301-\$700	\$6	
		\$701-\$1,200	\$9	
		\$1,201-\$2,000	\$15	
		\$2,001+	\$20	

**Crazy 4 Poker (GEGR-002066)** - For **schedule options 1 through 8**, the collection fees will be taken per hand from the player-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 Games Promotional Chips (GEAR-001021) 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

## California Games Collection Rates



AUG 28 2019

Bureau of Gambling  
Control

8	\$50-\$300	\$5	\$3	\$1
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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	

**Collection Rates for California Games**

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





**City of Gardena**  
**City Council Meeting**

Agenda Item No. 5.D. (3)  
CONSENT CALENDAR  
Meeting Date: 09/10/2019

**AGENDA REPORT SUMMARY**

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: APPROVAL OF ASSIGNMENT AND ASSUMPTION OF AGREEMENT  
FOR CITY ATTORNEY LEGAL SERVICES

<u>COUNCIL ACTION REQUIRED:</u>  Approve Assignment and Assumption of Agreement and Authorize its Execution by the Mayor	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u>  The City retained Peter L. Wallin and Wallin, Kress, Reisman & Kranitz, LLP ("WKRK") for City Attorney services in February of 2009. Mr. Wallin has announced his retirement as City Attorney effective December 31, 2019, and the City Council intends to retain Carmen Vasquez of Jones & Mayer to succeed Mr. Wallin.  Jones & Mayer intends to provide legal services to the City under the existing Agreement to Provide Legal Services between the City and WKRK. WKRK has agreed to assign its rights and obligations under that contract to Jones & Mayer, subject to City Council approval.  To further implement these changes, effective September 1, 2019, the existing partners of WKRK will contract with Jones & Mayer to provide services to the City of Gardena and other Jones & Mayer clients in an of-counsel capacity.  The Assignment and Assumption of Agreement attached hereto will transfer the Agreement to Provide Legal Services to Jones & Mayer and Carmen Vasquez in a manner that is expected to provide continuation of the services of WKRK's partners through the transition period while maintaining the existing cost structure.	
<u>FINANCIAL IMPACT/COST:</u>  None, as the existing retainer and billing rates will not be affected.	
<u>ATTACHMENTS:</u>  Assignment and Assumption of Agreement and Exhibit A - Existing Agreement to Provide Legal Services to the City of Gardena	
Submitted by  Peter L. Wallin, City Attorney Date <u>9/4/2019</u>  Concurred by  Edward Medrano, City Manager Date <u>9/4/19</u>	

## **ASSIGNMENT AND ASSUMPTION OF AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF AGREEMENT (the "Assignment"), is made as of September 1, 2019, by and between WALLIN, KRESS, REISMAN & KRANITZ, LLP, a California limited liability partnership (the "Assignor") and JONES & MAYER, a California professional law corporation (the "Assignee").

### **RECITALS**

A. Pursuant to the Agreement to Provide Legal Services to the City of Gardena and all amendments thereto, attached as **Exhibit A** to this Assignment (the "Agreement"), Assignor has been providing legal services to the City of Gardena (the "City").

B. Concurrently herewith, Assignee has contracted with Peter L. Wallin and Lisa Kranitz to provide legal services on behalf of Assignee as independent contractors in an of-counsel capacity, and to continue to provide legal services to the City as attorneys associated with Assignee.

C. In connection with Peter L. Wallin and Lisa Kranitz contracting with Assignee to provide legal services on behalf of Assignee, Assignor desires to assign its interest in the Agreement to Assignee, and Assignee desires to accept assignment thereof on the terms and conditions set forth herein.

D. The City of Gardena approves the terms of Assignment.

### **AGREEMENTS**

NOW, THEREFORE, in consideration of the foregoing recitals which are specifically incorporated into the body of this Assignment, and the promises and covenants set forth herein, the parties hereto agree, as follows:

1. **Assignment.** Effective as of the Assignment Date (as defined below), Assignor hereby assigns to Assignee all of its rights and interest in and to the Agreement and any guaranties and warranties related thereto.

2. **Assumption.** Assignee hereby accepts the assignment set forth in **Agreements, Assignment** No. 1 above, and hereby assumes all of the Assignor's obligations under the Agreement arising or accruing on and after the Assignment Date.

3. **Effective Date.** This Assignment shall be September 1, 2019 (the "Assignment Date").

4. **Binding on Successors.** This Assignment shall be binding on and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and assigns.

5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of California.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or in portable document format (pdf)) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Assignment Date.

**ASSIGNOR:**

WALLIN, KRESS, REISMAN &  
KRANITZ, LLP, a California Limited  
Liability Partnership

By: 

Peter L. Wallin, Managing Partner

Dated: September 3, 2019

**ASSIGNEE:**

JONES & MAYER, a California Professional  
Law Corporation

By: 

Richard D. Jones, Owner

Dated: September 3, 2019

**CITY OF GARDENA:**

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

Tasha Cerda, Mayor, City of Gardena

**Exhibit A to**  
Assignment and Assumption of Agreement

AGREEMENT TO PROVIDE LEGAL SERVICES



AGREEMENT TO PROVIDE LEGAL SERVICES  
TO THE CITY OF GARDENA

This Agreement to Provide Legal Services to the City of Gardena ("Agreement") is made as of the 24<sup>th</sup> day of February, 2009, by and between the CITY OF GARDENA, a California municipal corporation ("City") and WALLIN, KRESS, REISMAN & KRANITZ, LLP a California limited liability partnership engaged in the practice of law (the "FIRM"). The FIRM and City are also hereinafter referred to collectively as the "Parties."

1. RECITALS.

A. The FIRM desires to provide certain legal services required by the City on the terms and conditions set forth in this Agreement. The FIRM represents that it is experienced in providing City Attorney services to public clients, is licensed in the State of California, and is familiar with the operations of City.

B. City desires to engage the FIRM to render City Attorney legal services ("Services") as set forth in this Agreement.

2. TERM.

This Agreement shall commence on February 24, 2009, and shall continue in full force and effect until terminated in accordance with Section 8.

3. GENERAL SCOPE OF SERVICES.

The FIRM shall serve as City Attorney and shall furnish all labor, materials, and equipment as may be required from time to time by the City Council and its officers as set forth by this Agreement. As part of the Services to be performed hereunder, the FIRM shall be responsible for preparation and attendance at all regular, adjourned regular and special City Council meetings; Planning Commission or other board, commission or committee meetings as necessary. The FIRM shall also be responsible for the preparation or review of all City ordinances and resolutions, contracts and other legal documents as requested by the City, advising the City Council and staff of new law affecting the City and rendering legal advice on all matters affecting the City including, but not limited to, general municipal and governmental matters, liability claims and risk management, employee relations, and code enforcement and other criminal matters. Further, the FIRM shall render to officers and employees of the City legal advice and opinions on all matters affecting the City, the City Council, the Planning Commission, and other boards, commissions or committees, and the personnel of the City, as directed by the City Council and the City Manager.

Peter L. Wallin shall be designated as City Attorney. No change in this assignment shall be made without the consent of the City. The Parties understand and agree that the FIRM may, from time to time, utilize other attorneys, including attorneys "Of Counsel" to the FIRM, to assist in the performance of this Agreement.

4. STATUS AS INDEPENDENT CONTRACTOR.

The FIRM is an independent contractor of the City and shall not be considered an employee. The FIRM shall fulfill its professional responsibilities and duties under this Agreement in a manner that is ethical and consistent with duties imposed on attorneys that represent public entities.

5. COMPENSATION AND SERVICES.

Basic Legal Services. For a monthly retainer in the amount of \$8,000.00, FIRM shall provide the following basic legal services:

- A. Attend regular City Council meetings and regular Planning Commission meetings;
- B. Maintain sixty four hours per month of office hours at City Hall in office space provided by City generally on the following schedule:
  - a. 8:30 A.M. to 5:30 P.M. on each Tuesday of the month.
  - b. 8:00 A.M. to 3:00 P.M. on the first through fourth Wednesday of each month.
- C. Communications with Councilmembers on matters relating to City legal matters.

By mutual agreement between the City Manager and City Attorney, the foregoing schedule for provision of the sixty four hours per month of office hours may be modified from time to time to accommodate the needs of the parties.

Additional Legal Services. After providing the hours of service covered by the retainer, City shall pay FIRM for additional hours of service at the blended rate of \$170.00 per hour for attorney services and \$90.00 per hour for paralegal services, provided, however, that for the initial six months of this contract, and thereafter unless otherwise agreed upon by the parties after an evaluation of the demand for such services, hourly compensation for Community Development Services (Account No. 65004.0032) and Pitchess Motions (Account No. 65004.0021) shall not exceed an aggregate average amount of \$8,000.00 per month.

Special Legal Services. As compensation for FIRM'S performance of Special Legal Services as hereinafter defined, the City shall pay the hourly rate of \$205.00 for attorneys services. Special Legal Services shall be: (A) labor relations and complex employment matters; (B) complex natural resources issues (including complex CEQA and water or toxics law issues) (C) electric utility issues (other than standard public law questions relating to the electric utility operations) (D) issuance of bonds and (E) civil litigation conducted by FIRM (other than Pitchess Motions). As used herein, "complex" shall exclude routine questions or projects, but shall include extended property purchase or sale negotiations and transactions, as well as the more complex Environmental Impact Report/Negative Declaration reviews, issues or challenges. If FIRM believes that a matter falls within the Special Legal Services category FIRM shall seek approval from the City Manager which approval will not be unreasonably withheld.

Reimbursable Legal Services. All legal services provided to the City for which the City receives reimbursement from a developer or other third party shall be billed at \$205.00 per hour.

Cost of Living Adjustments. The foregoing retainer amount, hourly rates and limitations shall be automatically adjusted as follows: On July 1, 2009 and every July 1<sup>st</sup> thereafter all rates shall be adjusted for the change in the cost of living for the most recently published twelve (12) month period, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth for the Los Angeles-Anaheim-Riverside area, up to a maximum of four percent (4.0%).

Cost Reimbursement and Exceptions. The City shall reimburse the FIRM as soon as possible for all reasonable and necessary out-of-pocket expenses incurred by the FIRM in providing legal services hereunder. Authorized reimbursable expenses include attendance of the City Attorney at the annual League of California Cities City Attorneys Conference, mileage and travel expenses for travel outside of Los Angeles County, voluminous printing and copying jobs contracted to an outside provider, court fees, computerized research time (e.g. Lexis or Westlaw), extraordinary mail or delivery costs (e.g. courier, overnight and express delivery), actual fees and expenses (no mark-up) for subconsultants and court reporters retained by the FIRM, and similar costs relating to the Services that are generally chargeable to a client. However, no separate charge shall be made by the FIRM for secretarial or word processing services.

## 6. BILLING.

A. Itemized Billing. THE FIRM shall submit to the City within thirty (30) days after the end of each month, an itemized statement of costs and professional services provided and the time expended providing those services. The

City shall review the FIRM's monthly statements and pay the FIRM for all Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

B. Objections to Billing. The FIRM encourages City to advise the FIRM promptly of any charge which appears incorrect. The FIRM will assume all charges are acceptable if City does not express any concerns regarding billing within thirty (30) days of its mailing to City.

C. Dispute Resolution. In the event of any question or dispute regarding any billing matter covered by this Agreement, either the City Manager or the FIRM may request that such matter be referred to the City Council for resolution. The determination of the City Council or a subcommittee authorized by the City Council to review such matters shall be final and binding.

## 7. INSURANCE COVERAGE AND INDEMNIFICATION.

A. Insurance. The FIRM carries errors and omissions insurance with a total limit of liability of \$1,000,000 per claim, \$1,000,000 aggregate, and an aggregate deductible of \$10,000.00 for each claim. The FIRM also carries general liability insurance in the amount of \$1,000,000 per claim as well as workers' compensation coverage at the statutory amount prescribed by law. The FIRM shall provide City with a Certificate of Insurance or required endorsements from FIRM's general liability insurer naming the City as an additional insured, indicating that FIRM's policy is primary over any insurance covered by the City and will not be cancelled or materially changed without thirty (30) days prior notice to the City.

B. Indemnification.

a. The FIRM agrees to protect, and hold harmless City and its elective and appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with the use of property, arising out of or in any way connected with the FIRM's performance of this Agreement.

b. Members of FIRM who are engaged in services under this Agreement will be deemed officers of the City and the City, to the extent required by law, will indemnify and defend them against any third party claims prosecuted against them for actions taken in the course and scope of their official duties.

8. TERMINATION OF AGREEMENT.

This Agreement may be terminated at any time upon thirty (30) days' written notice from either party, with or without cause. In the event of such termination, the FIRM shall be paid for all services authorized by the City and performed up through and including the effective date of termination. Payment of the monthly retainer shall be prorated according to the effective date of termination.

9. CONFLICTS OF INTEREST.

In rendering legal services to the City under this Agreement, the FIRM shall promptly inform the City of any conflict of interest which the FIRM may have in the future and of any conflict in representation under the Rules of Professional Responsibility governing attorneys in the State of California, and shall take any and all reasonable and necessary actions to avoid such conflicts or to abstain from participation in the provision of legal services with regard to such matters in the event of any such conflicts.

10. COOPERATION WITH CITY COUNCIL AND CITY MANAGER.

The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement. The FIRM shall work cooperatively with the City Council and Chief Administrative Officer and keep them informed on all matters of importance as they arise.

11. ATTORNEY'S FEES.

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

12. NOTICES.

All notices required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered or when deposited with the United States Post Office, postage prepaid.

Notices to the City shall be addressed as follows:

City of Gardena  
1770 West 162<sup>nd</sup> Street  
Gardena, CA 90247  
Attn: Mitchell G. Lansdell, City Manager

Notices to the FIRM shall be addressed as follows:

Wallin, Kress, Reisman & Kranitz  
2800 28th Street, Suite 315  
Santa Monica, CA 90405  
Attention Peter L. Wallin

13. ENTIRE AGREEMENT.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

14. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

15. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS.

Nothing in this agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council at any time to assign or reassign legal work from or to the FIRM.

16. WAIVER.

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

17. NO THIRD PARTY BENEFICIARIES.

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

18. INVALIDITY; SEVERABILITY.

If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19. PROHIBITED INTERESTS.

The FIRM maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for the FIRM, to solicit or secure this Agreement. Further, the FIRM warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for the FIRM, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. The FIRM further agrees to file, or shall cause its employees or consultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

20. AUTHORITY TO ENTER AGREEMENT. The FIRM has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

21. COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original.

Agreement to Provide Legal Services to the City of Gardena

IN WITNESS WHEREOF, the CITY of GARDENA and WALLIN, KRESS, REISMAN & KRANITZ, LLP have executed this agreement as of the date first written above.

CITY OF GARDENA

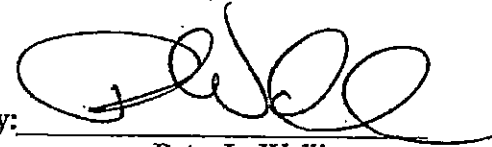
By:   
Mayor

ATTEST:

  
City Clerk

for

WALLIN, KRESS, REISMAN & KRANITZ, LLP

By:   
Peter L. Wallin





# City of Gardena City Council Meeting

Agenda Item No. 5. D. ( 4 )

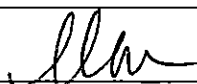

Department: Elected & Administrative Offices

Meeting Date: September 10, 2019

Resolution No. 6411

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
AGENDA TITLE: RESOLUTION NO. 6411, EXCLUSIVELY FIXING AND ESTABLISHING THE WAGES, HOURS AND TERMS AND CONDITIONS OF EMPLOYMENT FOR ALL UNREPRESENTED POLICE MANAGER POSITIONS

<u>COUNCIL ACTION REQUIRED:</u>  Adopt Resolution No. 6411	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u>  Staff respectfully recommends that the City Council adopts Resolution No. 6411, fixing and establishing the wages, hours and terms and conditions of employment for all unrepresented Police Manager positions. Resolution No. 6411 repeals any previous resolution or management agreement, in full or in part, that defined the wages, hours and terms and conditions of employment for all unrepresented Police Manager positions.  Police Managers shall receive the same terms and conditions as received by members of the Gardena Police Officers Association with the exception of the following differences: 1) no equity adjustments are provided, 2) affected employees have the discretion to take home assigned vehicles and 3) the addition of twenty (20) hours of Management Leave.  Resolution No. 6411 also reduces the impacts of employee post-retirement benefits and limits the cost of unfunded liability by enforcing caps on leave accruals while also continuing to align the City as a competitive employer.	
<u>FINANCIAL IMPACT/COST:</u>  General Fund impacts would be de minimus as related to the maintenance and wear and tear on City vehicles.	
<u>ATTACHMENTS:</u>  1. Resolution No. 6411	
Submitted by <u></u> , Nora Verceles, Human Resources Manager Date <u>9/5/19</u> Concurred by <u></u> , Edward Medrano, City Manager Date <u>9/5/19</u>	

## **RESOLUTION NO. 6411**

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

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

WHEREAS, the Police Managers includes all ranks of sworn safety management positions at the Gardena Police Department, including but not limited to, Police Lieutenant, Police Captain, Deputy Police Chief, and Chief of Police<sup>1</sup>; and

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

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

### **ARTICLE I. CLASSIFICATION PLAN**

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

### **SECTION 2. PROMOTIONS**

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

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

## **ARTICLE II. COMPENSATION**

### **SECTION 1. SALARY**

#### **A. BASIS FOR ESTABLISHING SALARY RANGES**

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

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

**B. BASE SALARY STEP**

1. The base salary step of affected employees shall be set according to the City's most current Classification and Compensation Plan.
2. Effective the date of this Resolution, the City shall adjust the Police Lieutenant salary range, Schedule 227, for compaction with the Police Sergeant. The adjusted salary range shall add a new Step 6 and downward shift each step within Schedule 227.

Notwithstanding any other provision, it is agreed that any Police Lieutenant who is on Step 6 on the effective date of this Resolution shall not be eligible for a step increase until July 2, 2020.

**C. PROBATIONARY PERIOD**

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

**D. MERIT PAY STEP PLAN**

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

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

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

## **SECTION 2. EDUCATIONAL INCENTIVE PROGRAM (EIB)**

### **A. EDUCATIONAL INCENTIVE PROGRAM (EIB) DEFINED**

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

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

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

Management Certificate within twelve (12) months from appointment, the employee shall cease to receive certificate pay until a Management Certificate is obtained.

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

### **SECTION 3. BILINGUAL BONUS PROGRAM**

- A. ELIGIBILITY:** In order to be eligible for bilingual language pay, an affected employee must be required to use the language as part of the affected employee's current work assignment. The City shall determine the language to be spoken and in what positions or assignments the language will be required as part of the work assignment.
- B. CERTIFICATION:** An affected employee must test and successfully pass a language proficiency test in order to be eligible for the bilingual bonus.
1. Requests for testing and certification will be submitted to the Human Resources Office.
  2. Testing will be scheduled when and as requested in writing by the Chief of Police.
  3. The affected employee may be required to re-test to certify continued competency in the applicable language.
- D. BILINGUAL BONUS PAY:** The City shall pay each certified employee thirty dollars and seventy-seven cents (\$30.77) each pay period the affected employee is eligible for the bilingual bonus. Bilingual bonus pay shall commence the first day of the pay period following certification of eligibility by the Human Resources Office.

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

### **SECTION 5. RATE OF PAY**

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

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

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

**SECTION 7. MILEAGE AND LODGING REIMBURSEMENT:**

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

**SECTION 8. LEAVE BUY-BACK OPTIONS**

- A. ELECTION OF BUY-BACK:** By December 31<sup>st</sup> of each calendar year, affected employees must declare the number of hours he/she will buy back during the first pay period in March and July of the next calendar year. By June 1<sup>st</sup> of each calendar year, affected employees must declare the number of hours he/she will buy back during the first pay period in September and December of the same calendar year.
  - 1. VACATION BUY-BACK:** Each affected employee shall have the option to cause the City to buy back up to thirty (30) hours of vacation accrual in each month of March, July, September and December not to exceed one-hundred and twenty (120) hours of vacation buy-back per year. Vacation Buy-Back shall be at the base hourly rate for that employee in his/her classification and pay step.
  - 2. HOLIDAY LEAVE BUY-BACK:** Each affected employee shall have the option to cause the City to buy back up to twenty-five (25) hours of unused holidays in each month of March, July, September and December not to exceed one-hundred (100) hours of holiday leave buy-back per year. Holiday Buy-Back shall be at the base hourly rate for that employee in his/her classification and pay step.
  - 3. SICK LEAVE BUY-BACK:** Each affected employee shall have the option to cause the City to buy back up to twenty (20) hours of sick leave in each month of March, July, September and December not to exceed eighty (80) hours of sick leave buy-back per year. Sick leave buy-back shall be paid at a rate of fifty percent (50%) of the base hourly rate for that employee in his/her classification and pay step.
- B. SPECIAL ONE-TIME LEAVE BUY-BACK OPTION:** From time to time, the City may at the City's discretion allow employees to cash in leave balances for pay. Such option shall be non-pensionable and no employee shall be required to participate in such option.

**SECTION 9. METHOD OF COMPENSATION**

- A. REGULAR PAY:** The monthly salaries or compensation herein provided for shall be paid monthly, or in equal semi-monthly installments, or in equal bi-weekly installments, or in any installments as the City may from time to time approve and allow.
- B. SPECIAL PAYS:** Special pays shall be included as part of the employee's regular bi-weekly paycheck in the pay period following the approval of the special pay request, unless determined otherwise by the City for operational efficiency.
- C. TAX WITHHOLDING:** All changes to IRS withholding must be done by submitting a signed W-4 Form to the Payroll Office. Except for life-events (i.e., birth, death, retirement), all changes must stay in effect for at least three (3) months and only one change will be allowed per quarter.

**ARTICLE III. WORK SCHEDULE AND SENIORITY**

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

**SECTION 2. EARNED TIME OFF REQUESTS**

**A. DEFINITIONS**

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

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

**C. NON-PRIMARY VACATION REQUESTS:** Non-primary vacation requests are defined as earned time off requests of one work week or more, not part of an approved primary vacation request, and submitted to the scheduling supervisor thirty (30) days prior to the non-primary vacation. All requests for non-primary vacation shall be submitted on a "City of Gardena Absence Form", designating the order of priority. Non-primary vacation requests shall be approved by seniority if conflict should occur. All 1<sup>st</sup> priority non-primary vacation requests shall be approved before 2<sup>nd</sup> priority non-primary vacation requests are considered. All 2<sup>nd</sup> priority non-primary vacation requests shall be approved before 3<sup>rd</sup> priority non-primary vacation requests are requested considered, etc.



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

### **SECTION 3. SENIORITY**

#### **A. SENIORITY DEFINED**

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

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

### **ARTICLE IV. SUPPLEMENTAL BENEFITS**

#### **SECTION 1. EDUCATIONAL REIMBURSEMENT PROGRAM**

##### **A. QUALIFICATIONS**

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

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

In addition, the City shall have the sole discretion to approve reimbursement for required curriculum coursework towards a job-related certificate or credentialing program. Attendance at conferences and seminars are excluded from reimbursement. Examples of credentialing or certificated programs include but are not limited to the following: Criminal Justice Certificate Program, Law Enforcement Intelligence and Analysis Certificate, Law Enforcement Advanced Development Certificate, Risk Management Certificate, Human Resources Certificate, etc.

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

#### **B. REIMBURSEMENT AMOUNTS**

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

#### **SECTION 2. RETIREMENT**

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

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

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

**B. THE PUBLIC EMPLOYEE PENSION REFORM ACT (PEPRA):** Implemented new benefit formulas and final compensation period, as well as new member contribution requirements for new employees hired on or after January 1, 2013 who meet the new definition of new member under PEPRA.

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

#### **C. CLASSIC CALPERS SAFETY MEMBERS**

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

#### **D. PEPRA CALPERS SAFETY MEMBERS**

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

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

### **SECTION 3. HEALTH INSURANCE**

1. **COMPREHENSIVE HEALTH PLAN:** The City shall provide a medical, dental, optical and prescription plan to affected employees and their dependents. Such insurance shall include hospitalization, medical coverage, prescription coverage, vision and dental coverage. A Comprehensive Health Care Plan Document shall be provided to all affected employees.

#### **2. PREMIUMS AND TRUST ACCOUNT**

1. The City shall pay one-hundred percent (100%) of the two-party premium (employee plus one dependent) based on the City's self-funded health insurance plan rate.
2. Employees shall contribute any amount above the City's contribution. Coverage will cease upon non-payment of premium or if payment is not received in a timely manner. The City will provide affected employees thirty (30) days' notice and grace period prior to exercising the discretion to terminate coverage.
3. Premiums will be paid to the approved health insurer or into a trust account established by the City for exclusive use in an approved insured self-funded health ("ISFH") program. All interest income produced by the ISFH account shall remain in the account.
4. The City shall maintain a trust account for all premiums due payable by the City and by employee contribution.
5. Only charges relating to the provision of health benefits, payment of reinsurance costs, and third-party administration costs shall be made against the trust. No City administration costs will be charged against the fund.

6. The City shall maintain a "Section 125" plan allowing employees to utilize pre-taxed dollars, through payroll deduction, for their contributions for additional family coverage and other applicable expense.
7. The City agrees to discuss the health plan costs annually with respect to the City's contribution and the possibility of implementing a cafeteria plan to be used to pay medical premiums and expenses.

### **3. POST RETIREMENT HEALTH INSURANCE COVERAGE**

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

contribution, if applicable, shall be at the Medicare rate. Any required co-payment for active employees will also be required for retirees. When applicable, this benefit shall accrue to the spouse upon death of an employee who is insured under this provision.

4. All retirees who become eligible for another group health insurance plan through another employer must enroll in the subsequent employer's health insurance plan at the same level of coverage as provided through the City. At this time, the subsequent employer's coverage will be the primary payer and the City will be the secondary payer to the extent permitted in the Plan Document and Summary Plan Description. The City's post-retirement health insurance will revert to primary payer upon loss of coverage with the subsequent employer. During any period of post-retirement health insurance coverage, such coverage will cease upon non-payment of premium or if payment is not received in a timely manner. Should the City's group health insurance carrier no longer permit continuation, the City shall be under no obligation to continue allowing disability retirees to make self-payment to the City. In each of these instances, the retiree shall receive those benefits provided for in the Consolidated Omnibus Budget Reconciliation Act ("COBRA").
4. **MEDICARE:** Tier 1 retired employees who become eligible for coverage under Medicare and/or a comparable governmental program shall thereupon no longer receive the full benefits available under the City's health insurance plan but instead shall receive, at the City's expense, supplemental health insurance coverage equal to the difference between the coverage available under the City's plan and the coverage available through Medicare and/or comparable government program. Failure to enroll in Medicare upon eligibility may result in loss of post-retirement health insurance through the City.
5. **COBRA:** All regular full-time employees who retire from the City, or otherwise honorably separate from City service with less than the minimum requirements specified in Article 4, Section 3, C. shall be offered the opportunity to continue their participation in their group health insurance in effect at the time of such separation as provided for in the Consolidated Omnibus Reconciliation Act ("COBRA"). The cost of such participation by said separated employee shall be borne by the employee and paid directly to the health insurance carrier.
6. **INDUSTRIAL DISABILITY:** In addition to the rights provided in the Consolidated Omnibus Reconciliation Act ("COBRA"), all regular full-time employees who retire from the City on industrial disability with less than the minimum requirements specified in Article 4, Section 3, C. shall be offered the opportunity to continue their participation in the group health insurance in effect at the time of such separation. The cost of such participation shall be borne by the retiree, and the premium shall be the same as the group composite rate (or the applicable rate of the multi-rate structure) in effect when each premium payment is due. The premium shall be paid directly to the City. When applicable, this benefit shall accrue to the spouse upon the death of such retiree who is insured under this provision.

**SECTION 4. LIFE INSURANCE:** All affected employees covered under this Resolution shall be provided Term Life Insurance in an amount equal to one and one-half (1 ½) times the actual annual salary of the covered employee.

**SECTION 5. WELLNESS STIPEND:** The Wellness Stipend is designed to encourage and support employees in achieving and maintaining a healthier lifestyle. All affected employees will receive up to five-hundred dollars (\$500.00) per fiscal year to use towards qualified physical and wellness expenses. This amount shall be cumulative to a total of one-thousand dollars (\$1,000.00) every two fiscal years.

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

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

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

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

## **SECTION 7. SAFETY EQUIPMENT**

### **A. SAFETY EQUIPMENT TO BE PROVIDED OR MADE AVAILABLE**

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

### **B. MAINTENANCE OF EQUIPMENT**

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

#### **C. DISPOSITION OF EQUIPMENT AT SEPARATION**

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

### **SECTION 8. SICK LEAVE**

#### **A. USE OF SICK LEAVE**

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



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

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

Upon honorable separation from the Department, each employee who has completed five (5) or more years of service with the City shall be compensated for all unused sick leave up to a maximum of seven-hundred and twenty (720) hours, at the rate of fifty percent (50%) of the regular base compensation rate for that employee in his pay step and classification.

4. An employee who has completed twenty-six (26) or more years of satisfactory service with the department may elect to convert up to eighty (80) hours of sick time at a rate of fifty percent (50%) time conversion to vacation time. Converted sick time will be deducted from the total amount of seven-hundred and twenty (720) hours the employee is allowed to sell back under sub-section B.3 described above.
5. An employee who uses more than forty (40) hours of sick time within sixty (60) days of separation from the department, without prior approval or verification of illness that is satisfactory to the department, shall forfeit their right to convert unused sick time in accordance with sub-section B.3 described above.

**SECTION 9. BEREAVEMENT LEAVE**

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

**SECTION 10. HOLIDAY LEAVE**

**A. HOLIDAY LEAVE EARNED**

1. All affected employees shall earn fifteen point sixty-three (15.63) hours per month, not to exceed one-hundred, eighty-seven and a half (187.50) hours each year in holiday leave earned.
2. Holiday leave earned shall be capped at a maximum of four-hundred (400) hours. Affected employees shall not accrue holiday leave above four-hundred (400) hours. If

the maximum accrual amount is reached, the affected employee shall cease to accrue holiday leave until such bank is reduced below the maximum accrual amount of four-hundred (400) hours.

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

\*\* The excess bank created per this provision is separate and independent from any previously established excess banks (e.g., Accrued Balance Reduction Plan effective June 1, 2017). Per this provision, a single excess bank is established for transferring excess holiday leave hours and excess vacation hours accrued.

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

#### **B. HOLIDAY LEAVE ACCRUAL AND USE**

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

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

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

### **SECTION 11. VACATION**

#### **A. VACATION ACCRUALS AND USE**

1. Vacation time shall be available for use immediately after it has been earned.
2. When an employee permanently separates from service with the City, he or she shall receive compensation equal to the value of up to five-hundred and fifty (550) hours of unused, accrued vacation time, based on his or her then current regular base compensation as defined in Article 2, Section 5.

3. Vacation leave balances shall appear on the employee's paycheck statement.
4. Vacations shall be taken at a time mutually agreed upon by the City and the employees.
5. Periods of absence from work because of sickness or other reasons mutually agreed upon during the employment term shall be considered as time worked in computation of the vacation credit, provided the employee given such leave shall return to work not later than the expiration of said leave for at least ninety (90) days. Holidays off with pay shall be considered as time worked.
6. After the first year of completed service, vacation shall accrue based on an eighty hour (80) pay period, regardless of the employee's work schedule.
7. Affected employees shall accrue and be allowed to carry forward into the next calendar year vacation leave according to the following schedule, unless the rate of accrual has been reduced per other provisions of this Agreement:

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

accruals shall be capped at a maximum of five-hundred and fifty (550) hours. Affected employees shall not accrue vacation above five-hundred and fifty (550) hours. If the maximum accrual amount is reached, the affected employee shall cease to accrue vacation hours until such bank is reduced below the maximum accrual amount of five-hundred and fifty (550) hours.

- i. Effective the date of this Resolution, vacation accruals shall be capped at the amount specified above. Any previous vacation hours accrued above the cap will be transferred to a separate excess bank\*\* to which employees have the ability to use down the excess hours until June 30, 2020. Any hours transferred to the excess bank will be prorated based on the employee's regular base compensation pay rate as of June 30, 2019. The City will not buy-back the value of the excess vacation accruals. Any remaining excess vacation hours after June 30, 2020 will be forfeited.

\*\* The excess bank created per this provision is separate and independent from any previously established excess banks (e.g., Accrued Balance Reduction Plan effective June 1, 2017). Per this provision, a single excess bank is established for transferring excess holiday leave hours and excess vacation hours accrued.

9. Upon completing twenty-five (25) years of service, and in addition to the accrual schedule for twenty-six (26) years of service provided above, Classic Safety Members shall accrue vacation of five and a half (5.5) hours per month, not to exceed sixty-six (66) hours annually. Vacation hours accrued by Classic Safety Members from the twenty-sixth (26<sup>th</sup>) year of service shall be held in a separate bank and shall be excluded from any buy back

provisions.

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

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

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

#### **SECTION 12. MANAGEMENT LEAVE:**

- A. Affected employees covered under this Resolution shall receive eighty (80) hours of Management Leave to be taken within the calendar year earned. All Management Leave hours will be credited to the employee on January 1 of each calendar year.
- B. Management Leave will be taken at a mutually convenient time for the employee and the Department. All Management Leave hours must be used within the calendar year earned or on December 31 of each calendar year any remaining balance will be forfeited.
- C. The value of Management Leave shall not be subject to City buy-back.

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

### **ARTICLE V. LAYOFFS AND RECALL PROCEDURES**

#### **SECTION 1. REDUCTION IN WORKFORCE**

- A. Ninety (90) days prior to implementing any reduction in the work force, the City will notify members of the Police Managers of its intent. During this ninety (90) day interval prior to the thirty-day notice described in subparagraph D, the City and the Police Managers will meet to discuss alternatives.
- B. The employee with the least amount of seniority in any classification affected by the lay-off will be the first laid off. This employee may, at the employee's choice, displace an employee in the next lower classification who has less total seniority in that classification than the employee who received the lay-off notification.
- C. When an employee bumps to a lower pay grade, all of his/her prior services shall be allowed in determining his/her seniority in such job classification. Employees who are displaced from their jobs as a result of this bumping procedure may themselves replace employees having less total seniority in the next lowest job classification as described above.

- D. An employee being laid off shall receive thirty (30) days' notice or the equivalent amount of pay in lieu.
- E. In the event of a layoff, the affected employee shall receive pay immediately for all accumulated time he/she is due.
- F. Employees will not continue to accumulate seniority, vacation, sick leave or any other service-related benefits during the period they are laid off but will retain only seniority benefits accumulated to the day of layoff.
- G. Employee retirement and insurance benefits cease at the time of and will not be paid during the time of the layoff period.
- H. Any employee laid off shall be placed on a Recall List for a period of two (2) years.

## **SECTION 2. REHIRING OF LAIDOFF WORKERS**

- A. The Notice Regarding Employment to an employee who has been laid off shall be made by Registered Mail to the last known address of said employee. All seniority, with the exception of the actual time spent in the lay-off period, shall be reinstated to the employee upon re-employment.
- B. The City, upon rehiring, shall do so in the inverse order of seniority by hiring the last employee laid off, providing that such employee meets the minimum qualifications for a position to be filled.
  - i. An employee recalled and reinstated to the position he/she held as of his layoff shall assume the same salary step and seniority as he held at the time of layoff.
  - ii. An employee reinstated from voluntary demotion to the position held as of his/her layoff shall accrue the same salary step and seniority as he/she held in his/her position of demotion.
- C. Failure to return to work within fifteen (15) days after being recalled by Registered Mail, Return Receipt Requested, unless due to actual illness or accident (the City may require substantial proof of illness or accident), will cause the employee to be removed from the layoff list and forfeit all seniority rights.

## **ARTICLE VI. MISCELLANEOUS**

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

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

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

**SECTION 4. CERTIFICATION:** That the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered in the Book of Resolutions of the City of Gardena; and shall make a record of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same was passed and adopted.

Passed, approved and adopted this \_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
TASHA CERDA, Mayor

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
PETER L. WALLIN, City Attorney

**EXHIBIT A  
SALARY SURVEY**

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

**Note:**

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

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





**City of Gardena**  
**City Council Meeting**

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: ORDINANCE NO. 1807: Making Changes to Chapter 18.19, Mixed Use Overlay Zone, of the Gardena Municipal Code Relating to Transitional and Supportive Housing  
(Introduced by Council Member Mark E. Henderson, August 27, 2019)

<u>COUNCIL ACTION REQUIRED:</u>		<u>Action Taken</u>
Adopt Ordinance No. 1807 approving the Zone Code Amendment		
<u>RECOMMENDATION AND STAFF SUMMARY:</u>		
Staff respectfully recommends that the City Council adopt Ordinance No. 1807.		
At the August 27, 2019, City Council meeting, a Public Hearing was held, and Council Member Henderson introduced Ordinance No. 1807.		
Ordinance No. 1807 approves a Zone Code Amendment that amends Chapter 18.19 of the City's Zoning Code to allow transitional housing and supportive housing as permitted uses in the Mixed-Use Overlay zone. The project will not have a significant effect on the environment and is therefore exempt from the California Environmental Quality Act (CEQA) pursuant to the common sense exemption found in Section 15061.b.3 of the CEQA Guidelines.		
<u>FINANCIAL IMPACT/COST:</u>		
None		
<u>ATTACHMENT:</u>		
Ordinance No. 1807		
Submitted by:  Raymond Barragan, Community Development Manager Date: 09/05/2019		
Concurred by:  Edward Medrano, City Manager Date: 09/05/2019		



## **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 City Council Meeting

Agenda Item No. 5. D. ( 6 )

Consent Calendar

Meeting Date: September 10, 2019

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: APPROVAL OF AGREEMENT WITH JOBEL RENTINO FOR PROCUREMENT CONSULTING SERVICES, NOT TO EXCEED AMOUNT OF \$75,000

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Approve Agreement	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>The City of Gardena's GTrans requires the assistance of as-needed procurement consultant to support the development and issuance of several procurement solicitations for upcoming capital projects, employ further efforts to enhance its current program, train new procurement staff and provide on-call procurement expertise.</p> <p>In May 2017, GTrans hired Jobel Rentino, a procurement consultant, to assist GTrans with its procurement program. Mr. Rentino developed the scopes, solicitation documents, and completed procurements for a number of key procurements undertaken by GTrans in the past several years. In addition to the aforementioned procurements, Mr. Rentino standardized the procurement solicitation files to ensure compliance with rigorous federal, state and local procurement requirements. He also trained new procurement staff and reviewed files for GTrans' upcoming Federal Transit Administration (FTA) Triennial Review, and led the team's implementation of PlanetBids, the City's eProcurement system.</p> <p>Mr. Rentino's current agreement valued at \$75,000 has now been exhausted and GTrans wishes to exercise another professional service agreement for this assistance for ongoing procurement support. GTrans is short staffed in the area of procurement and is in need of assistance to complete and provide strategic support on a high volume of upcoming capital and operating projects that will be greatly enhanced by Mr. Rentino's unique experience with Federal Transit Administration-funded procurements.</p> <p>Therefore, staff respectfully requests that the City Council approve an agreement with Jobel Rentino for procurement consulting services at a cost not to exceed \$75,000.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
<p>The cost of the procurement consulting services is funded using local sources available to GTrans. There is no impact to the General Fund.</p>	
<u>ATTACHMENTS:</u>	
<p>A. Proposal for Procurement Consulting Services B. Agreement Between The City of Gardena and Jobel Rentino for Procurement Consulting Services</p>	
Submitted by <u>Ernie Crespo</u> , Ernie Crespo, Transportation Director Date <u>9/4/19</u>	
Concurred by <u>Edward Medrano</u> , Edward Medrano, City Manager Date <u>9/4/19</u>	

**PROPOSAL**  
**GTRANS PROCUREMENT CONSULTING SERVICES**  
**AUGUST 9, 2019**

**JOBEL RENTINO**  
**12351 CANTRECE PLACE**  
**CERRITOS, CA 90703**

**EMAIL: JRENTINO@GMAIL.COM**  
**PHONE: (562)650-4308**

This proposal is an updated response to GTrans Scope of Work dated October 2, 2017 for professional procurement consulting services to develop and issue several high-level procurement solicitations for upcoming projects, enhance GTrans existing Purchasing processes, train new staff, assist with FTA's upcoming triennial review, and assist with other tasks as needed.

My objective is to complete these high-level procurements and enhance GTrans' processes while meeting the requirements and guidance of The City of Gardena's Purchasing Manual, the Federal Transit Administration's Circular 4220.1F, and GTrans' Administrative Policies and Procedures.

I will complete the following tasks as they relate to the procurement process:

1. Create and/or assemble documents for each procurement as required.
2. Ensure procurements comply with GTrans' Disadvantaged Business Enterprise (DBE) program and goals.
3. Ensure compliance with Prevailing Wage and Davis-Bacon Act requirements
4. Advertise/post solicitation documents as required by the City of Gardena and GTrans' policies and procedures.
5. Coordinate and attend any pre-bid or kick-off meetings.
6. Coordinate the evaluations and award process.
7. Assist and support contract administration duties.

To enhance GTrans' Purchasing processes, I will continue to develop, enhance, and improve the following areas as GTrans' sees fit:

1. Develop an annual procurement plan for major procurements and contracts.
2. Recommend opportunities to reduce operating inventory and other material and service costs by seeking various types of contractual agreements.
3. Recommend and implement improvements to the control of documents by:
  - a. Creating a filing system for tracking purchase orders, contracts, and solicitations.
  - b. Standardizing forms, templates and requirements checklists including FTA requirements for federally funded projects for efficiency.
4. Assess and recommend improvements to parts inventory and related ordering and contracts [dependent on the availability of sufficient data and reporting].
5. Develop and implement a comprehensive purchasing training program to be used for onboarding GTrans procurement staff.
6. Deliver purchasing training to staff.

The hourly rate for my services is \$95 per hour.

**AGREEMENT BETWEEN THE  
THE CITY OF GARDENA  
AND  
JOBEL RENTINO  
FOR CONSULTING SERVICES**

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

1. Recitals.

A. City is desirous of obtaining services necessary to provide professional procurement consulting assistance.

B. Consultant is qualified by virtue of experience, training, education and expertise to provide these services.

C. City has determined that the public interest, convenience and necessity require the execution of this Agreement.

2. Services.

A. The services to be performed by Consultant shall consist of the scope of services outlined in the Consultant's Proposal, attached hereto as Attachment A and incorporated herein by reference, unless otherwise instructed by City.

B. The Services shall be performed in accordance with the Project Schedule. Consultant shall not be liable for any failure or delay in furnishing proposed services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by City to provide appropriate access to equipment or personnel, or other causes beyond Consultant's reasonable control.

3. Additional Services. If City determines that additional services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the amount agreed upon in writing by the Parties. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.

4. Agreement Administrator. For purposes of this Agreement, City designates Dana Pynn as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.

5. Consultant's Proposal. This Agreement shall include Consultant's proposal which is incorporated herein (Attachment A). In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

6. Timing of Performance. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement City, in its sole discretion, may extend the time for performance of any Service.

7. Compensation. Compensation for the Services shall be billed as set forth in Attachment A, attached hereto. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges.

8. Term of Agreement/Termination.

A. This Agreement shall be effective as of the date of execution by the City and shall remain in effect until all Services are completed or until terminated as provided for herein.

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

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

D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

9. Invoices and Payments.

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

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

C. Payment by City under this Agreement shall not be deemed a waiver of defects,



even if such defects were known to City at the time of payment.

10. Records/Audit.

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

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

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

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

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

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

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

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

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

14. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and

payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

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

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

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

17. Legal Requirements.

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

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

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

18. Conflict of Interest and Reporting.

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

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

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

20. Insurance.

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

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

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

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

2. Commercial Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including hired and non-owned autos with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than three hundred thousand dollars (\$300,000.00) per accident.

3. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide City with thirty (30) days prior written notice, of any cancellation, non-renewal or material change in coverage, unless cancelled for non-payment, then ten calendar days notice shall be given.

c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its

elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

4. Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

5. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, unless cancelled for non-payment, then ten calendar days notice shall be given, is mailed to City.

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

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

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

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

21. Indemnity.

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

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

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

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

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

City of Gardena:  
Attn: Dana Pynn  
13999 S. Western Ave  
Gardena, California 90249  
Telephone Number: (310) 965-8811  
E-mail: [dpynn@gardenabus.com](mailto:dpynn@gardenabus.com)

Consultant:  
Jobel Rentino  
12351 Cantreace Place  
Cerritos, CA 90703  
Telephone Number: 562.650.4308  
E-mail: [jrentino@gmail.com](mailto:jrentino@gmail.com)

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

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

25. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both

parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be Los Angeles County, California.

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

27. Entire Agreement.

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

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

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

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

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

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

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

CITY OF GARDENA

By \_\_\_\_\_  
Tasha Cerda  
Mayor


Date \_\_\_\_\_

ACCEPTED:

By \_\_\_\_\_  
Jobel Rentino

Date \_\_\_\_\_

APPROVED AS TO FORM:

  
By \_\_\_\_\_  
Peter L. Wallin  
City Attorney



**CITY OF GARDENA**  
**PLANNING & ENVIRONMENTAL QUALITY COMMISSION**  
CITY COUNCIL CHAMBER ■ 1700 WEST 162<sup>nd</sup> STREET ■ 7:00 P.M.  
Telephone: (310) 217-9524 ■ E-mail address: CDDPlanningZoning@cityofgardena.org

**REPORT OF ACTIONS**

**September 3, 2019**

**5. Zone Code Amendment #3-19**

Ordinance No. 1806, related to Wireless Facilities, will modify the manner in which the City will process applications for wireless facilities in order to comply with federal rules and regulations. References to complying with the Site Plan procedure for wireless facilities will be removed from the Municipal Code and a new section will be added providing that wireless facilities will be processed in accordance with a policy to be adopted by Resolution of the City Council.

**Project Location: Citywide**

**Applicant: City**

**Commission Action:** Commission approved Resolution No. PC 10-19, recommending the City Council adopt Ordinance No. 1806.

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

***Noes:***

***Absent:***

**City Clerk Action:** Receive and File

**City Council Action:** Receive and File

**6. Conditional Use Permit #1-19**

A request to continue operating an existing massage establishment in the Commercial (C-2) zone, per Section 18.46.030.C.28 of the Gardena Municipal Code.

**Project Location: 1630 West Redondo Beach Boulevard, Suite 11**

**Applicant: Shunichiro Kawabata**

**Commission Action:** Commission approved Resolution No. PC 14-19, approving CUP #1-19.

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

***Noes:***

***Absent:***

**City Clerk Action:** Receive and File

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



**7. Conditional Use Permit #4-19**

A request to allow the on-site sale and consumption of beer and wine ancillary to an existing restaurant establishment located in the General Commercial/Mixed-Use Overlay (C-3/MUO) zone, per Section 18.32.030.B of the Gardena Municipal Code.

**Project Location: 15420 South Western Avenue, Suite B (APN: 6103-015-051)**

**Applicant: Grace Yang**

**Commission Action:** Commission approved Resolution No. PC 15-19, approving CUP #4-19.

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

***Noes: Sherman***

***Absent:***

**City Clerk Action:** Receive and File

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

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



# City of Gardena City Council Meeting

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

Department: Administrative Services

Meeting Date: September 10, 2019

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: ACCEPTANCE OF PROJECT AND NOTICE OF COMPLETION  
NAKAOKA CENTER AV IMPROVEMENT PROJECT - VectorUSA

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Accept Project and Order the Recordation of Notice of Completion	
<p>Staff recommends that the City Council accept the work and order the recordation of Notice of Completion for Nakaoka Center AV Improvement Project.</p> <p>This project provides the Nakaoka Center with a new audiovisual system. This renovation of an existing space has provided upgrades to the infrastructure providing the capability to support all new audiovisual equipment which includes a new wireless presentation system, projector, screen, dual zone capability, and a centralized touch screen control panel. The system will greatly enhance the City's capability to utilize state of the art equipment for City events.</p> <p>This project was awarded to VectorUSA at the May 14, 2019 City Council Meeting. The project will be funded by Park-in-Lieu funds and will have no financial impact on the General Fund budget.</p>	
<u>FINANCIAL IMPACT/COST:</u>  Park-in-Lieu Funds: \$78,210.30	
<u>ATTACHMENTS:</u>  Notice of Completion	
Submitted by <u>Clint Osorio</u> , Clint Osorio, Assistant City Manager Date: 9/10/19 <small>Signature</small>	
Concurred by <u>Edward Medrano</u> , Edward Medrano, City Manager Date: 9/10/19 <small>Signature</small>	

RECORDING REQUEST BY AND MAIL TO:

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### NOTICE OF COMPLETION

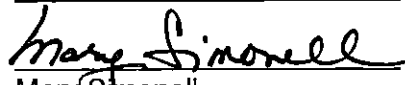
NOTICE IS HEREBY GIVEN, that:

1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
2. That on the 14th day of May 14, 2019, the City Council of said City entered into contract with VectorUSA whose address is 20917 Higgins Ct., Torrance CA 90501 for the improvement titled Nakaoka Center AV Improvement Project in accordance with the Request for Proposal released by the City of Gardena.
3. That all of the work and improvement was located at 1670 W 162<sup>nd</sup> St., Gardena CA 90247 in said City. The owner of the location is the City of Gardena.
4. That all of the work and improvement contemplated in and under said contract was substantially completed on September 6, 2019.
5. That the City Council formally accepted this work and improvement on September 10, 2019.
6. That the Surety on the Performance Bond and the Labor and Material Bond of said Contractor under said contract was, and is, the N/A whose address is \_\_\_\_\_.

The undersigned, being first duly sworn, states: That she is the duly authorized representative of the City of Gardena, the political subdivision of the State of California which conducted the proceedings for the improvement titled Nakaoka Center AV Improvement Project in said City, that she has read the foregoing "Notice of Completion" and knows the facts recited therein are true.

IN WITNESS THEREOF, I have hereunto subscribed my name as the duly authorized representative of said City this 10th day of September 2019.

City of Gardena

  
Mary Simonell



**City of Gardena**  
**City Council Meeting**

Agenda Item No. 8. D. ( 1 )

Department: General Services

Meeting Date: September 10, 2019

**AGENDA REPORT SUMMARY**

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: *APPROVAL OF \$70,000 BUDGET APPROPRIATION TO 170<sup>TH</sup> STREET IMPROVEMENT, FROM NORMANDIE AVE. TO VERMONT AVE., JN 944, TO EXPAND THE SCOPE*

COUNCIL ACTION REQUIRED:

Action Taken

Approve Budget Appropriation for JN 944 170<sup>th</sup> Street Improvement

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council approve a budget appropriation of \$70,000 from Measure M Local Return Fund Balance to the project 170<sup>th</sup> Street Improvement (JN 944) to expand the scope.

The budget appropriation to JN 944, 170<sup>th</sup> Street Improvement, shall augment the FY 2019-2020 budgeted \$500,000 Federal Surface Transportation Program – Local (STP-L) funds.

Sufficient funds are available in Measure M Local Return fund balance to support the requested budget appropriation.

Additional funds will allow expanding the ADA compliance improvements (i.e. access ramps) and implementing a longer design pavement life (i.e. thicker grind & overlay asphalt pavements).

FINANCIAL IMPACT/COST:

Budget Amount: \$70,000.00

Funding Source: Measure M Local Return Fund

ATTACHMENT:

Project Location Map

Submitted by: Joseph Cruz, Joseph Cruz, General Services Director

Date: 9/5/19

Concurred by: Edward Medrano, Edward Medrano, City Manager

Date: 9/5/19





## City of Gardena City Council Meeting

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

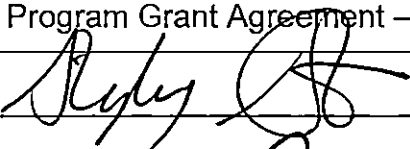

Department: Recreation & Human Services

Meeting Date: September 10, 2019

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVE MINI PITCH PROGRAM GRANT AGREEMENT FOR BELL PARK–  
FISCAL YEAR 2020

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Approve Mini Pitch Program Grant Agreement for Bell Park – Fiscal Year 2020	
<u>STAFF SUMMARY AND RECOMMENDATION:</u>	
<p>Staff respectfully recommends that the City Council approve the Mini Pitch Program Grant Agreement for Bell Park.</p> <p>Mini pitches are small, customized areas that are perfectly suited for organized soccer programs and pick-up games. They provide a quality playing surface for kids, transforming the look and feel of neighborhoods.</p> <p>To help promote active and healthy lifestyles among youth, the U.S. Soccer Foundation has awarded the City the Mini Pitch Program Grant. The Grant includes an installation of an acrylic mini pitch surface with goals and lighting that is valued up to \$100,000. The Mini Pitch court will be installed at Bell Park.</p> <p>Prior to installation, the City will obtain all permits, authorizations, and consents necessary for the installation and construction of the Mini Pitch.</p> <p>The Mini Pitch Grant Agreement requires that the Foundation's afterschool soccer program, <i>Soccer for Success</i>, receives scheduling priority for a minimum of 24 weeks per year, three days a week. The Foundation will also be granted usage of the Mini Pitch for one day per year over the first five years without limitation.</p> <p>Upon completion, the Mini Pitch will be maintained by City staff in accordance with Vendors' recommendations for user safety. The City is required to submit annual impact reports and photographs of usage to the Foundation for three years after completion of the Mini Pitch.</p> <p>The cost associated with the Mini Pitch is City staff time for electrical and concrete work.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
None	
<u>ATTACHMENTS:</u>	
1) Mini Pitch Program Grant Agreement – Fiscal Year 2020	
Submitted by 	Stephany Santin, Acting Director of Recreation & Human Services Date 09/05/19
Concurred by 	Edward Medrano, City Manager Date 09/05/19

**MINI PITCH PROGRAM**  
**GRANT AGREEMENT – FISCAL YEAR 2020**

Pursuant to this Mini Pitch Program Grant Agreement (“Agreement”), dated as of the 30<sup>th</sup> day of **August, 2019** (“Effective Date”), the United States Soccer Federation Foundation, Inc. (“Foundation”) agrees to award the Grant (“Grant”) to the **City of Gardena**, (“Grantee”) FY20-741, and Grantee accepts such Grant, in accordance with the terms and conditions set forth herein.

1. **Foundation:** **U.S. Soccer Foundation**  
Attn: Grants Department  
1140 Connecticut Ave. NW, Suite 1200  
Washington, DC 20036  
  
**Grantee:** **City of Gardena**  
Attn: Stephany Santin  
1700 West 162nd Street  
Gardena, CA 90247
2. **Grant:** This Grant, awarded in the form of an acrylic mini pitch surface with goal and lighting installation (“Mini Pitch”), supplied by Zaino Tennis and Musco Sports Lighting (“Vendors”), which shall be valued by Foundation, in its sole and absolute discretion, in an amount up to **\$100,000**.
3. **Acrylic Mini Pitch:** Consistent with Foundation’s interests in promoting youth soccer, particularly within vulnerable communities in urban areas, this Grant will provide the Mini Pitch at the property of **Bell Park** (the “Grant Project”).
4. **Execution of the Grant Agreement:** Grantee must return an executed copy of this Agreement to the Foundation by **September 15, 2019**.
5. **Grantee Covenants:** In order to induce Foundation to enter into this Agreement, and to award the aforementioned Grant, Grantee covenants as follows:
  - (a) The Foundation’s afterschool soccer program, *Soccer for Success*, will receive scheduling priority on the Mini Pitch for a minimum of 24 weeks per year, 3 days per week. Should a program operator be identified to run the *Soccer for Success* program, it shall be run in two 12-week sessions, one in the fall, and one in the spring. *Soccer for Success* programming will be housed on the Mini Pitch for as long as the Foundation’s local program partner runs the program.
  - (b) Foundation will be granted usage of the Mini Pitch for one (1) day per year over the first five (5) years following its completion, including, without limitation, for Special Events (as defined below) that are organized by Foundation. Foundation will make best efforts to schedule such usage for dates and times mutually agreed upon with the Grantee, and Grantee will not unreasonably withhold play space time for such usage. For purposes of this Agreement, “Special Events” shall be defined as tournaments, clinics, events, training sessions, media functions and any other similar event the Foundation so determines.
  - (c) Upon completion, the Mini Pitch will be maintained in accordance with Vendors’ recommendations for user safety. Grantee acknowledges and agrees that it will be responsible for the maintenance and safety of the Mini Pitch following its completion.

- (d) Grantee presently owns, or is currently tenant to an appropriate long-term lease of, that property on which the Mini Pitch will be built. An appropriate long-term lease shall mean a lease of at least ten (10) years in length following the Effective Date.
  - (e) Prior to commencing installation of the Mini Pitch, Grantee will obtain, or shall assist (where necessary) in obtaining, all permits, authorizations and consents from third parties, including governmental entities, necessary for the installation and construction of the Mini Pitch.
6. **Facts and Representations True and Correct:** Grantee hereby affirms the representations made in its conversations and communications with Foundation are true and correct and that Foundation may rely upon the truth and correctness of the representations made in all conversations and communications regarding this Grant Project, without further independent investigation. Grantee further affirms that it has not omitted any material facts, the knowledge of which would adversely impact the awarding of the Grant to Grantee. Grantee avows that no adverse events have occurred since the latest communication which have materially and adversely altered the truth or reliability of the Grant Project, including the tax status of Grantee and the Grantee's ability to successfully complete the Grant Project. Grantee agrees to immediately inform the Foundation within five (5) business days of any material change, in Grantee or the Grant Project, which might affect any terms of this Agreement.
7. **Grantee Books and Records:** Grantee agrees to maintain sufficient operating and financial books, records and related documentation regarding the activities of Grantee and other evidence sufficient for Foundation to satisfy its fiduciary, public and governmental responsibilities and duties. Foundation shall have reasonable access to the books and records of Grantee for inspection purposes and shall be entitled to copies, as they relate to the use of the Grant and the Grant Project.
8. **Grantee Reports:**
- a. **Impact Reports:** Following completion of the Mini Pitch, Grantee shall provide to Foundation a written report, satisfactory to Foundation, describing the impact of the Mini Pitch. Such report shall be submitted to Foundation annually, no later than December 1, for three (3) years after completion of the Mini Pitch and shall include photographs of the Mini Pitch in use by youth soccer players and provide information on play space usage rates, stories of impact on the community, and any other information reasonably requested by Foundation.
  - b. **Site Visits:** Grantee will use its best efforts to accommodate any representative of Foundation who requests to conduct a site visit, at the sole cost of Foundation, for the purposes of collecting information about the Grant's impact.
  - c. **Photographs/Videos/Stories/Testimonials:** In addition to submitting digital photographs, videos, stories and testimonials relating to the Grant Project in the aforementioned Impact Reports, the Grantee shall submit the same to the Foundation upon request by the Foundation, including before and after photographs, both in daytime and at night, of the Mini Pitch site area. All "before" photos shall be submitted no later than 10 days following the Effective Date of this Agreement. All "after" photos shall be submitted no later than 10 days following the grand opening of the Mini Pitch.
9. **Publicity Material and Recognition:**
- a. Grantee, upon written approval by the Foundation, shall recognize the Foundation and acknowledge the Grant in Grantee's written materials, news releases, website and related marketing or publicity.



- b. The Foundation shall have the right to publicize, show photographs of, and use the name of the Mini Pitch and otherwise promote its contributions in any and all media, including the Internet. Grantee authorizes the Foundation to utilize those logo or logos, owned or controlled by Grantee and associated with the Grant Project, for related marketing and/or publicity, excluding, however, use of the City Seal.
- c. Grantee agrees to fully assist and cooperate in a mutually acceptable dedication event, should the Foundation request such, which may include appearances by athletes affiliated with the Foundation. In order to assist Grantee, the Foundation will provide copies of the Foundation's logo(s) and a standard press release for Grantee to share with local media.

10. **Awareness Opportunities:** Grantee grants to Foundation the right to permanently place Foundation's trademark, trade name or any design/logo owned or controlled by Foundation (each, a "Mark" and together, the "Marks"), or that of its funding partners, on the surface of the completed Mini Pitch. Unless Foundation chooses to forego the right, standard Marks will be included during installation of the Mini Pitch, per the rendering found in Attachment A. Foundation may change its Marks at any time in its sole discretion and at its sole cost. Each Mark will remain on the surface of the Mini Pitch for as long as the Mini Pitch is operational, unless removed by Foundation or unless Foundation otherwise gives its written consent to the removal of such Mark.

Additionally, Grantee will allow Foundation to install wind screens and/or signs/banners on the premises on which the Mini Pitch is built, per the rendering found in Attachment A, in order to promote and recognize the Foundation and other funders for their contribution to the Mini Pitch.

11. **Grant Not Assignable:** Grant is intended solely for the benefit of Grantee. No benefit of the Grant may be delegated, assigned or otherwise transferred without the advance, written consent of Foundation, which consent shall be in the sole and absolute discretion of Foundation.
12. **Proper Authority:** Each of the parties and its officers represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority.
13. **Absence of Warranties:** FOUNDATION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE RELATING TO THE MINI PITCH OR ANY COMPONENT PART THEREOF, OR ANY OTHER ENTITIES AND THEIR ASSOCIATED SERVICES. IN NO EVENT WILL FOUNDATION BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS, OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OF THE OBLIGATIONS HEREUNDER.
14. **Assumption of Risk:** Grantee hereby agrees to assume all risks and liabilities associated with the use, operation, maintenance, safety and condition of the Mini Pitch.
15. **Indemnification:** Grantee agrees to indemnify, defend and hold harmless Foundation, its parent, subsidiary and affiliated companies, sponsors, benefactors, donors, officers, directors, employees, accountants, attorneys, agents, successors and assigns ("Foundation Parties") from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal/attorneys' fees and expenses arising out of or related to any legal proceeding and any legal appeal) ("Claim" or "Claims") related to the Grant, the Mini Pitch or this Agreement and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in

connection with the maintenance, location, or condition of the Mini Pitch, or any person's use of the Mini Pitch, whether authorized or unauthorized, proper or improper. Grantee's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement. Without limiting this obligation, Grantee will maintain the insurance described in Section 18 of this Agreement.

Grantee represents to Foundation that the Mini Pitch does not violate any applicable law, regulation, ordinance, lease, or otherwise violate the rights of any person or entity.

**16. Insurance Requirements:**

- (a) **Insurance Requirements of the Mini Pitch.** At all times while the Mini Pitch is in place, Grantee shall provide and maintain, at its expense, the following insurance which shall protect Grantee and the Foundation on a primary basis from any and all Claims arising out of or in connection with the Grant Project and the Mini Pitch pursuant to this Agreement:
- (i) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, premises liability, products-completed operations, personal and advertising injury, property damage and bodily injury liability (including death). Said policy shall be endorsed to name the Foundation and Foundation Parties as Additional Insureds.
  - (ii) Automobile Liability insurance covering liability arising out of the Grantee's use, operation and/or maintenance of any auto (including trucks and other construction vehicles), with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage.
  - (iii) Workers' Compensation insurance covering employees of Grantee involved with the use and maintenance of the Mini Pitch, with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
  - (iv) Umbrella and/or Excess Liability insurance with limits not less than \$2,000,000 each occurrence shall apply in excess of the Commercial General Liability, Automobile Liability and Employer's Liability policy limits.
  - (v) Participant Accident insurance covering all Participants and other individuals using the Mini Pitch with limits not less than \$5,000 per participant for Accident Medical coverage and \$1,000 per participant for AD&D coverage.

All such insurance required above shall be (1) considered primary with respect to Claims arising out of the use and maintenance of the Mini Pitch; and (2) shall be written by insurance companies that are satisfactory to Foundation and that are licensed to do business in the state in which the Mini Pitch is located. Grantee shall not allow any of the required policies to be materially changed, reduced or cancelled unless Grantee provides thirty (30) days prior written notice thereof to Foundation.

Upon execution of this Agreement, Grantee shall provide Foundation with a certificate of insurance confirming that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

17. **Participant Waiver and Release Forms:** To the extent that Grantee requires Participants in its programs or others who use the Mini Pitch to sign waiver and release forms, Grantee shall include the Foundation and the Foundation Parties as released parties in the form.
18. **Use of Mark:** Notwithstanding anything in this Agreement to the contrary, in the event Grantee desires to use a Mark owned or controlled by Foundation in a manner consistent with this Agreement, Grantee shall first submit a sample of the concept of the proposed use to Foundation for prior written approval, which approval may be withheld in the sole discretion of Foundation. Any such use by Grantee shall create no rights for Grantee in or to the Mark. Each Mark shall remain at all times the sole and exclusive intellectual property of Foundation, and Foundation shall have the right, from time to time, to request samples of use from which it may determine compliance with these terms and conditions. Notwithstanding any provision of this Agreement to the contrary, Foundation reserves, in its sole and absolute discretion, the right to prohibit use of its Marks.
19. **Applicable Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to principles of conflict of laws. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in the District of Columbia, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.
20. **Attorneys' Fees:** Grantee agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Foundation in connection with any litigation concerning this Agreement should Foundation prevail against Grantee in such litigation, whether commenced by Foundation or Grantee.
21. **Third Party Beneficiaries:** It is expressly agreed and by this statement specifically intended by the parties that nothing within this Agreement shall be construed as indicating any intent by either party to benefit any other entity or person not a party signatory to this Agreement by any provision or to entitle any such third party to any right of action on account hereof.
22. **Notices:** Any notices or communications given under this Agreement must be made in writing (a) if to Foundation, at the address of Foundation as hereinabove set forth or at such other address as Foundation may designate by notice, or (b) if to Grantee, at the address of Grantee as hereinabove set forth or at such other address as Grantee may designate by notice
23. **Entire Agreement; Modifications:** This Agreement contains the entire agreement between Foundation and Grantee and cannot be changed, modified, amended, waived or canceled except by an agreement in writing and executed by each of the parties hereto.
24. **Counterparts and Facsimile Signatures:** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized signatories as of the date first above written.

**U.S. Soccer Foundation**

**City of Gardena**

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

By: \_\_\_\_\_  
(Sign)

Name: Ed Foster-Simeon

Name: \_\_\_\_\_  
(Print Name)


Title: President and CEO

Title: \_\_\_\_\_  
(Print Title)

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

Date: \_\_\_\_\_  
(Print Date)

APPROVED AS TO FORM  
BY

  
\_\_\_\_\_  
PETER L. WALLIN  
CITY ATTORNEY

ATTACHMENT A





# City of Gardena City Council Meeting

Agenda Item No. 8.G. (1)

Department: Transportation

Meeting Date: September 10, 2019

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: APPROVAL OF AGREEMENT WITH RED KITE CONSULTING INC. FOR  
TRAINING SERVICES, NOT TO EXCEED AMOUNT OF \$75,000

### COUNCIL ACTION REQUIRED:

Approve Agreement

### Action Taken

### RECOMMENDATION AND STAFF SUMMARY:

The City of Gardena's GTrans is in need of assistance conducting comprehensive, de-escalation and customer service training for all Bus Operators and Transit Route Supervisors with the goal of increasing resiliency, promoting communication and reducing burnouts and disengagement in the workplace.

Red Kite Consulting Inc. ("Red Kite") has worked with front-line and first-responder organizations, including public transit systems across the country, for over 10 years. Red Kite specializes in delivering innovative and customized training courses using techniques based on a "post-war reconstruction" model built in war zones, with a focus on addressing behavioral health, violence prevention, trauma education and conflict transformation. Red Kite recognizes that bus operators are front-line employees who face a nation-wide growing number of assaults and violence, leading to higher absenteeism, rule violation, and health-care costs. Red Kite customizes and implements training courses developed specifically for the agency, which promotes higher employee engagement both during and after training. Results from other transit systems showed significant reduction in assaults, negligent driving performance and absenteeism, along with significant increases in customer satisfaction ratings.

This professional services agreement will be performed across on a time basis, taking into consideration GTrans' operation schedules, at a cost of \$65,950, which includes needs assessment to customize training courses. GTrans is also requesting an additional \$9,050, to accommodate any unforeseen changes that may arise, such as training for future new employees and/or course re-scheduling costs. Such expenditures would not be allowed unless agreed upon and approved in advance by GTrans management.

Therefore, staff respectfully requests that the City Council approve a professional services agreement with Red Kite Consulting Inc. for employee training services at a total project cost not to exceed \$75,000.

### FINANCIAL IMPACT/COST:

The cost of the training services is funded using local sources available to GTrans. There is no impact to the General Fund.

### ATTACHMENTS:

- A. Red Kite Consulting, Inc. Proposal for Training Services
- B. Agreement Between The City of Gardena and Red Kite Consulting Inc. for Training Services

Submitted by Ernie Crespo, Ernie Crespo, Transportation Director

Date 9/4/19

Concurred by Edward Medrano, Edward Medrano, City Manager

Date 9/4/19

**RED KITE CONSULTING, INC. Proposal to**

**CITY OF GARDENA, GTrans, 13999 S.Western Avenue, Gardena, CA 90249**

Presented to **RACHEL YOO, ADMINISTRATIVE ANALYST II**

**RED KITE PROJECT TRAINING FEES which INCLUDE THE FOLLOWING:**

- **Two-Day Training Workshops for Fixed-Route Operators / Para Transit Operators / Supervisors**  
*7 (2-DAY) workshops on average of 15 participants to be held either on weekends or during the week and conducted by 2 Facilitators. (2) Trainings to be held during each trip to California if possible to reduce all around costs. (RKP is using 110 total participants in this proposal.)*  

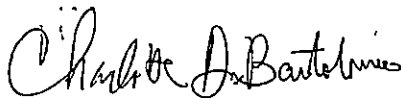
\$4,200.00 per day x 14 days = \$58,800.00
- **Needs Assessment** *includes Surveys and Interviews, Curriculum Development, Writing Case Studies, and Design of Customized Participants' Manuals (a one time fee)* = \$ 5,000.00
- **Printed Manuals** \$10 per manual x 110 participants = \$ 1,100.00
- **Project Management, Production, and Administration**  
*Adjustments, if any, to curriculum, manuals, scheduling, and/or coordination*  

\$75.00 per day x 14 days = \$ 1,050.00

**Proposed Total Fees for 7 (2-Day Workshops) \*\$65,950.00**

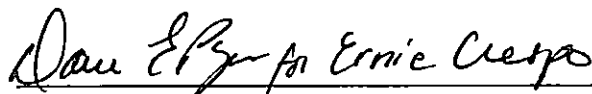
**TO BE PROVIDED BY GARDENA**

- Access to interview at least four participants and implement a department-wide survey within the organization to conduct a thorough needs assessment prior to the start of the training cycle
- Physical space to conduct workshops
- Screen to conduct PowerPoint presentation
- Easily movable chairs for participants and facilitators to configure in the round



**Charlotte DiBartolomeo, CEO**

date:



**Gardena Representative** (sign and print name)

date:

\*All transportation, food, supplies, and lodging will be paid by RKP. If insurance is required by GARDENA, RKP will add GARDENA as a rider to their current insurance policy. If Gardena cancels any training sessions after airline tickets and/or hotel fees are purchased by RKP, GARDENA will re-imburse RKP for lodging and airline fees. RKP will provide receipts for all costs incurred. Red Kite Consulting, Inc. (doing business as "Red Kite Project") shall own the copyright to any consultant training material, including any customizations to such training materials created for GARDENA. Red Kite Project agrees not to include references to GARDENA in any copyrighted materials it owns without the written consent of GARDENA.



RED KITE CONSULTING, INC. 107 ARCH STREET • SUITE 5-I • PHILADELPHIA PA • 19106  
www.redkiteproject.com • attn: Charlotte DiBartolomeo, CEO • 215-459-3518

**AGREEMENT BETWEEN THE  
THE CITY OF GARDENA  
AND  
RED KITE CONSULTING, INC.  
FOR TRAINING SERVICES**

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF GARDENA ("City") and RED KITE CONSULTING, INC. ("Red Kite Project"). Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

- A. City is desirous of obtaining services necessary to train staff on improving customer service, reduce absenteeism and burn out, and to increase communication in the workplace.
- B. Consultant is qualified by virtue of experience, training, education and expertise to provide these services.
- C. City has determined that the public interest, convenience and necessity require the execution of this Agreement.

2. Services.

- A. The services to be performed by Consultant shall consist of the scope of services outlined in the Consultant's Proposal, attached hereto as Attachment A and incorporated herein by reference, unless otherwise instructed by City.
- B. The Services shall be performed in accordance with the Project Schedule. Consultant shall not be liable for any failure or delay in furnishing proposed services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by City to provide appropriate access to equipment or personnel, or other causes beyond Consultant's reasonable control.

3. Additional Services. If City determines that additional services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the amount agreed upon in writing by the Parties. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.

4. Agreement Administrator. For purposes of this Agreement, City designates Ernie Crespo as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.



5. Consultant's Proposal. This Agreement shall include Consultant's proposal which is incorporated herein (Attachment A). In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

6. Timing of Performance. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement City, in its sole discretion, may extend the time for performance of any Service.

7. Compensation. Compensation for the Services shall be billed as set forth in Attachment A, attached hereto. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges.

8. Term of Agreement/Termination.

A. This Agreement shall be effective as of the date of execution by the City and shall remain in effect until all Services are completed or until terminated as provided for herein.

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

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

D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

9. Invoices and Payments.

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

B. The Agreement Administrator shall review the invoices to determine whether services performed and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or the Agreement Administrator

shall provide Consultant with a written statement objecting to the charges and stating the reasons therefore.

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

10. Records/Audit.

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

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

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

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

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

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

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

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

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

14. Use of Materials.

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

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

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

16. Ownership of Work Product. The parties specifically agree that nothing in this Agreement shall be construed to assign, waive, or relinquish any rights by Consultant in any copyrighted materials of Consultant. All copyrighted materials of Consultant, as well as all educational modules, PowerPoint presentations, leave-behind posters, online learning materials, and all written materials contained in participants' guides, with the sole exception of customized case studies and roleplay scenarios written specifically for City by Consultant, are to remain the exclusive property of Consultant.

17. Legal Requirements.

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

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

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

18. Conflict of Interest and Reporting.

A. Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to

Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.

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

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

20. Insurance.

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

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

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

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

2. Commercial Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including hired and non-owned autos with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than three hundred thousand dollars (\$300,000.00) per accident.

3. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide City with thirty (30) days prior written notice, of any cancellation, non-renewal or material change in coverage, unless cancelled for non-payment, then ten calendar days notice shall be given.

c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

4. Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

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

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

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

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

expense and/or terminate this Agreement.

21. Indemnity.

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

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

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

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

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

City of Gardena:  
Attn: Rachel Yoo  
13999 S. Western Ave  
Gardena, California 90249  
Telephone Number: (310) 965-8803  
E-mail: [ryoo@gardenabus.com](mailto:ryoo@gardenabus.com)

Consultant:  
Red Kite Consulting, Inc.  
Attn: Charlotte DiBartolomeo  
107 Arch St., Suite. 5-I  
Philadelphia, PA 19106  
Telephone Number: (215) 459-3518  
E-mail: [chardibart@redkiteproject.com](mailto:chardibart@redkiteproject.com)

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

24. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent

necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

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

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

27. Entire Agreement.

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

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

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

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

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

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

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

CITY OF GARDENA

By \_\_\_\_\_  
Tasha Cerda  
Mayor


Date \_\_\_\_\_

ACCEPTED:  
RED KITE CONSULTING, INC.

By \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Peter L. Wallin  
City Attorney