

# AGENDA CITY OF GARDENA Regular CITY COUNCIL MEETING

Council Chamber at City Hall, 1700 W. 162<sup>nd</sup> Street, Gardena, California  
Website: [www.ci.gardena.ca.us](http://www.ci.gardena.ca.us)

PAUL K. TANAKA, *Mayor*  
MARK E. HENDERSON, *Mayor Pro Tem*  
TASHA CERDA, *Council Member*  
DAN MEDINA, *Council Member*  
TERRENCE TERAUCHI, *Council Member*



MINA SEMENZA, *City Clerk*  
J. INGRID TSUKIYAMA, *City Treasurer*  
MITCHELL G. LANSDELL, *City Manager*  
PETER L. WALLIN, *City Attorney*

June 14, 2016

Open Session 7:30 p.m.

***The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by phone (310) 217-9565 or email [msemenza@ci.gardena.ca.us](mailto:msemenza@ci.gardena.ca.us), at least two business days prior to the scheduled meeting to ensure assistance is provided. Assistive listening devices are available.***

***PUBLIC COMMENT:*** The City Council will hear from the public on any item on the agenda or any item of interest that is not on the agenda. The City Council cannot legally take action on any item not scheduled on the agenda. Such items may be referred for administrative action or scheduled on a future agenda. The public has the opportunity to address the City Council at the following times:

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

*If you wish to address the Council, please complete a "Speaker Request" form and present it to the City Clerk. You will be called to the podium by name when it is your turn to address the Council.*

*Pursuant to California Government Code Section 54953(b)(3), any member of the public wishing to address the legislative body directly pursuant to California Government Code Section 54954.3 may do so at each teleconference location at the time the item is considered.*

***CELLPHONES AND OTHER DISTRACTIONS:*** Use of cell phones, pagers and other communication devices is prohibited while the Council Meeting is in session. Please turn all devices off or place on a silent alert and leave the Chambers to use. During the meeting, please refrain from applause or other actions that may be disruptive to the speakers and the conduct of City business.

***Thank you for your attendance and cooperation.***

1. ROLL CALL

2. CLOSED SESSION – No Items

3. PLEDGE OF ALLEGIANCE & INVOCATION

A. PLEDGE OF ALLEGIANCE

Jade Sierra and Rico Sierra

Participants in the After School Program at Nakaoka Community Center  
and Junior Golf Classes at Chester Washington Golf Course,  
sponsored by the City of Gardena Recreation Division

B. INVOCATION

The Reverend Nathaniel J. Session, Senior Pastor  
Enlightened Motorcycle Ministries

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS – No Items

B. PROCLAMATIONS

- (1) “Pause for the Pledge of Allegiance, 21 Days to Honor America,” June 14 through July 4, 2016  
(To be proclaimed only)

C. APPOINTMENTS

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

5. CONSENT CALENDAR

NOTICE TO THE PUBLIC

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

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

B. CITY CLERK

(1) Approval of Minutes

(a) City Council Regular Meeting, May 24, 2016

(2) Affidavit of Posting Agenda on June 10, 2016

C. CITY TREASURER

(1) Approval of Warrants / Payroll Register

(a) June 14, 2016

(2) Monthly Investment Portfolio Report

(a) May 2016

D. CITY MANAGER

(1) Personnel Report No. P-2016-09

(2) Approval of Fortunetelling Permit

El Curaca Amazonico

1121 West Gardena Boulevard Unit B, Gardena, CA 90247

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. JUNE 7, 2016, MEETING – Meeting Cancelled

**ORAL COMMUNICATIONS**

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

## 8. DEPARTMENTAL ITEMS

### A. ELECTED & ADMINISTRATIVE OFFICES

- (1) Approval of Transfer of Normandie Casino Card Club License to Larry Flynt – Larry Flynt’s Lucky Lady Casino, Pursuant to GMC 5.24.110  
**Staff Recommendation: Approve Transfer of Card Club License**
- (2) Approval of Outdoor Signage for Larry Flynt’s Lucky Lady Casino  
**Staff Recommendation: Approve Proposed Outdoor Signage**
- (3) PUBLIC HEARING: ORDINANCE NO. 1767, Incorporating, by Reference, Amendments to Chapter 8.04 (Public Licenses) of the Los Angeles County Code Relating to Inspection and Posting of Letter Grades to Mobile Food Facilities  
(Introduced by Council Member Dan Medina, May 10, 2016)  
**Staff Recommendation: Conduct Public Hearing (Note: Each speaker’s comments to be limited to three (3) minutes); Adopt Ordinance No. 1767**
- (4) ORDINANCE NO. 1768, Amending Section 14.04.090 of the Gardena Municipal Code Relating to Rent Mediation (Introduced by Council Member Terrence Terauchi, May 24, 2016)  
**Staff Recommendation: Adopt Ordinance No. 1768**
- (5) RESOLUTION NO. 6231, Annual Statement of Investment Policy for Fiscal Year 2016-2017  
**Staff Recommendation: Adopt Resolution No. 6231**

### B. POLICE, STREETS, & DEVELOPMENT SERVICES

- (1) PUBLIC HEARING: Receive Comments on the 2015 Annual Housing Element Progress Report (APR) on the Implementation of the City’s 2014-2021 Housing Element of the General Plan Pursuant to California Government Code Section 65400  
**Staff Recommendation: Conduct Public Hearing (Note: Each speaker’s comments to be limited to three (3) minutes); Receive and File**

### C. RECREATION, HUMAN SERVICES, PARKS, & FACILITIES

- (1) Approval of the Food Service Agreement between the City of Gardena and Tender Loving Care Catering, Inc., for the Provision of Meals for the Senior Community Action Meals Program (SCAMP) for Fiscal Years 2016-2020, Subject to Terms  
**Staff Recommendation: Approve Agreement**
- (2) Approval of Older Americans Act (OAA) Elderly Nutrition Program Contract No. ENP “Subaward” Contract for Fiscal Years 2016-2020  
**Staff Recommendation: Approve Contract**
- (3) Ratify Administrative Approval of the Entertainment Services Contract between the City of Gardena and Maze, Inc., and Authorize Mayor to Sign  
**Staff Recommendation: Ratify Contract Authorizing Mayor to Sign**

8. **DEPARTMENTAL ITEMS (Continued)**

C. **RECREATION, HUMAN SERVICES, PARKS, & FACILITIES (Continued)**

- (4) Approval of Amendment No. 1 to Contract No. MH100322 between the City of Gardena and Los Angeles County Department of Mental Health to Fund the Gardena Socialization Center for Fiscal Years 2016-2017 and 2017-2018

**Staff Recommendation: Approve Amendment to Contract**

D. **TRANSPORTATION**

- (1) **RESOLUTION NO. 6230**, Submittal of FY 2016 Application to the Federal Transit Administration (FTA) of the U.S. Department of Transportation for the Section 5307 Capital Assistance Supplemental Transit Funding

**Staff Recommendation: Adopt Resolution No. 6230**

9. **COUNCIL ITEMS, DIRECTIVES, & REMARKS**

A. **COUNCIL ITEMS** – No Items

B. **COUNCIL DIRECTIVES**

C. **COUNCIL REMARKS**

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

10. **ANNOUNCEMENTS**

11. **REMEMBRANCES**

Mr. Haywood “Kelly” Fong, 91 years old, who served as City of Gardena Community Development Director from 1981 to 1985; and Mrs. Mitzi Matsumoto, a 63-year resident of Gardena, and a long-time friend and neighbor of Council Member Emeritus Ronald K. Ikejiri

12. **ADJOURNMENT**

The Gardena City Council will adjourn to a Regular City Council Meeting at 7:00 p.m. on Tuesday, June 28, 2016.

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 10<sup>th</sup> day of June, 2016

/s/ MINA SEMENZA  
MINA SEMENZA, City Clerk

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

☞ **JUNE 14, through JULY 4, 2016** ☞

The American flag is a powerful and universal symbol of our national heritage and unity. The Pledge of Allegiance has become a way for all Americans to celebrate and re-affirm that heritage: it is a statement of our shared beliefs and aspirations.

The “Pause for the Pledge of Allegiance” is a call for Americans everywhere – regardless of age, race, religion, national origin, or geographic or political differences – to take time to recite the “Pledge of Allegiance to the Flag of the United States of America.”

Today, Tuesday, June 14, members of the community participated in a special Flag Day Celebration, sponsored by the Gardena Beautification Committee. At that time, everyone joined with millions of citizens across our great nation as they took time to reflect on our Country’s freedoms as they “Paused for the Pledge of Allegiance.”

And, to further demonstrate our community’s solidarity and fellowship, I request, as is our City’s annual custom, that Gardena’s *Walkway of Flags* be flown every day from today, Flag Day (Tuesday, June 14) through Independence Day (Monday, July 4) to emphasize and celebrate “21 Days to Honor America.”



**MINUTES  
Regular Meeting of the  
City of Gardena City Council  
Tuesday, May 24, 2016**

The regular meeting of the City Council of the City of Gardena, California, was called to order at 7:00 p.m. on Tuesday, May 24, 2016, in the Council Chamber of City Hall at 1700 West 162<sup>nd</sup> Street, Gardena, California; Mayor Paul K. Tanaka presiding.

**1. ROLL CALL**

Present: Mayor Paul K. Tanaka; Mayor Pro Tem Mark E. Henderson; Council Member Terrence Terauchi; Council Member Dan Medina; and Council Member Cerda. Other City officials and employees present: City Manager Mitchell G. Lansdell; City Attorney Peter L. Wallin; City Treasurer Ingrid Tsukiyama; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero.

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 Paul K. Tanaka; Mayor Pro Tem Mark E. Henderson; Council Member Terrence Terauchi; Council Member Dan Medina; City Manager Mitchell G. Lansdell; and City Attorney Peter L. Wallin.

**2. CLOSED SESSION**

**A. CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6

Agency Designated Representative:

Mitchell G. Lansdell, City Manager

Employee Organizations:

Unrepresented Employees

Gardena Police Officers Association (GPOA)

David Brock, Association President

Gardena Management Employees Organization (GMEO)

Vicky L. Barker, Attorney

Gardena Municipal Employees Association (GMEA)

Fred G. Quiel, Attorney

Mayor Paul K. Tanaka reconvened the meeting to the Regular Open Session at 7:30 p.m. and the City Clerk noted the return of all Council Members who were present at the meeting.

**When Mayor Tanaka asked for a Closed Session Report, City Attorney Wallin that no reportable action had been taken.**

**3. PLEDGE OF ALLEGIANCE & INVOCATION**

**A. PLEDGE OF ALLEGIANCE**

Ruby Hunt and Kamal Alexander were chosen because they are exemplary students. Ruby is the Student Body Secretary and Kamal serves as the Student Body Treasurer, both at Denker Avenue Elementary School.

**B. INVOCATION**

The Invocation was led by Miss Joyce S. Watanabe, Bahá'í Faith.

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS – No Items

B. PROCLAMATIONS – No Items

C. APPOINTMENTS

- (1) Council Appointments to Commissions, Committees, Board, and Council  
**No appointments were made.**

5. CONSENT CALENDAR

Council Member Terauchi asked if Agenda Item 5.D.(1)(a) could be taken up separately. Therefore,

**Item 5.D.1.(a) was moved to 6. EXCLUDED CONSENT CALENDAR for separate consideration by the City Council**

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

B. CITY CLERK

- (1) **Approved:** Minutes of  
(a) City Council Regular Meeting, May 10, 2016  
(b) Planning and Environmental Quality Commission Meeting, April 19, 2016

(2) **Approved:** Affidavit of Posting Agenda on May 20, 2016

C. CITY TREASURER

- (1) **Approved:** Warrants / Payroll Register:  
(a) May 24, 2016: Wire Transfer No. 11483-11486, Prepay Nos. 138638-138641; and Check Nos. 138642-138847 for a total amount of \$1,852,580.62; Total Payroll Issued May 13, 2016: \$1,489,290.78.

D. CITY MANAGER

- (1) **Approved:** Personnel Report No. P-2016-08  
(a) Request City Council Approval of Addendum to Employment Agreement for Edward Medrano, Chief of Police, to Acting City Manager, upon retirement of current City Manager, Mitchell G. Lansdell
- (2) **Approved:** Approval of Special Event Permit  
Annual Matsuri Summer Festival / Bingo Permit: June 25–26, 2016  
Gardena Valley Japanese Cultural Institute  
1964 West 162nd Street, Gardena, CA 90247 – *Permit Approved*

**It was moved by Council Member Terauchi, seconded by Council Member Medina, and carried by the following roll call vote to approve the remaining Items on the Consent Calendar, including all the other items listed on the Personnel Report:**

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

## 6. EXCLUDED CONSENT CALENDAR

- 5.D.(1) (a) Request City Council Approval of Addendum to Employment Agreement for Edward Medrano, Chief of Police, to Acting City Manager, upon retirement of current City Manager, Mitchell G. Lansdell

City Manager Lansdell presented the Staff Report.

### Speakers:

Charletta Williams, resident – stated she is not in support of the addendum to Employment Agreement for Edward Medrano, Chief of Police, to Acting City Manager, upon retirement of current City Manager, Mitchell G. Lansdell.

Jessie Carrara, resident, and Brenda Jackson, resident– both spoke in support of the addendum to Employment Agreement for Edward Medrano, Chief of Police, to Acting City Manager, upon retirement of current City Manager, Mitchell G. Lansdell.

Council Member Terauchi stated that he thought this Employment Agreement addendum is premature; that our current City Manager is not leaving until the end of the year; that we have approximately eight (8) months to try to find the best and most appropriate City Manager for our city. We should be looking for someone similar to Mitch Lansdell; someone who has a broad range of experience; someone who is hands-on in all city departments; and someone who has a financial management background which is the most important at this point in time. He continued, saying that he is not disagreeing with the any of the positive comments made about Chief Medrano, but he does not have those qualities. Let's have an open competition and try to find the best person; we have eight (8) months to do so.

Mayor Pro Tem Henderson then spoke, stating that we all agree that Mitch Lansdell has been doing a great job as City Manager and that Chief Medrano has also been doing a great job as Chief of Police in filling in for the other departments. We do have some time to find a person. The other challenge is, because Chief Medrano was wearing so many hats and doing it very well, will we have to look into replacing the super department heads? Let's draw out our steps for the community in regards to when the City Manager retires and Chief Medrano becomes acting City Manager, then we also have to fill Public Works, General Services and Interim Chief positions. That's a lot to do. He then said that he thinks we should look at filling the super department roles at this time, this appointment is for twelve (12) months at a thirty (30) day notice on the other side; he would still like to encourage Chief Medrano to compete for this position.

Council Member Medina stated what is ironic about all the statements that have been made to this point is that Chief Medrano is qualified; it's ironic to say that he's not qualified when he is a good Chief; if he has been under the wing of our City Manager, Mitch Lansdell, why would we want to go out and get someone else? If transparency is wanted, find out what has been done and what Mr. Lansdell has done with the Chief. If Chief Medrano is not brought in, that is like giving Mr. Lansdell a slap in the face, saying that the City Manager is not qualified to teach someone what he knows, when he is giving his knowledge to someone who is more than qualified. Obviously, if Mr. Lansdell didn't think the Chief would be a good fit, he wouldn't continue showing him the ropes of what has to be done. Yes, we do have something to gain by this; we will have a great leader that will carry the torch from where Mr. Lansdell leaves off.

Council Member Cerda stated that she is also in support of Chief Medrano taking over as City Manager. She also said that she has seen him act throughout the years as a resident, and he has been very approachable; since she has been on the City Council, she has seen him grow and his department has really flourished as well as his leadership among his officers, even though he is handling so many things. No job is too small and he can handle the big jobs as well.

## 6. EXCLUDED CONSENT CALENDAR (Continued)

5.D.(1) (a) (Continued)

Mayor Paul Tanaka spoke, saying that, because we have not had a change of the helm since 1998, it is understandable that there are concerns; there were people who had their doubts about Mr. Lansdell, and I think that's what we are looking to do; not in a secretive process - personnel matters have to be taken up in Closed Session, the vote will become public, and when it comes to the salary, there will be no double dipping; the amount will be a matter of public record, it is going to be available as soon as it takes place this evening.

Mayor Tanaka continued stating that the City Manager is not a position that he would want; that it just takes three (3) people to decide that he is unemployed; there is a real checks and balances process. The average life span of a City Manager is about 36 paychecks; we have seen, throughout the years, the decisions that have been made by Mitch Lansdell and his team (Ed Medrano, Kelly Fujio, and company) in hopes of one day when he would retire that he would have the people in place who could run the City. The Acting City Manager decision was done behind closed doors by law; all of this can be overturned with votes of three (3); and that is what is here before us. We expect citizens to bring up their concerns, especially for someone to follow in the steps of Mr. Lansdell; they are big shoes to fill, and we are looking to do so, on behalf of all of us, to put someone in place to continue carrying that torch and to continue to lead us; Mr. Lansdell has been very direct this time around, everyone jokes about the bad days. It's not really about that, there is going to be a time when his family says it's time for him to retire, and he wants to make sure the City is in the proper hands before he calls it a day. We are listening to what everyone's concerns are so we can all be on the same page. This community has really worked hard together as one and we are in a really, really good place. Looking back to 15 years ago when there was no hope in this City; the words people used to describe Gardena were dangerous, blighted; we don't hear that anymore because we've come a long way.

**It was moved by Council Member Medina, seconded by Council Member Cerda, and carried by the following roll call vote to approve Item 5.D.(1)(a) on the Excluded Consent Calendar:**

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

## 7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

### A. MAY 17, 2016, MEETING

#### (1) Site Plan Review #9-15

A request to allow the development of a four-unit residential project on a 6,300 square foot property in the Commercial-Residential (C-R) zone.

Project location: 1147 West Gardena Boulevard (APN: 6113-018-040)

Applicant: Ike Mbelu

Commission Action: Commission adopted Resolution No. PC8-16 approving Site Plan Review #9-15 to allow the development of a four-unit residential project on a 6,300 square foot property in the Commercial-Residential (C-R) zone and *direct Staff to file a notice of exemption.*

**Item was Received and Filed**

## ORAL COMMUNICATIONS

- (1) Terry Kennedy, resident – spoke about the number of self-storage businesses located in Gardena and that they are all located north of Rosecrans Avenue. He suggested that the Council consider establishing a moratorium on self-storage businesses, especially in the north Gardena area.

## ORAL COMMUNICATIONS (Continued)

- (2) Joyce S. Watanabe, resident – reported that the sewer re-lining project on Berendo Avenue in south Gardena went well; her only suggestion, for future utility work, is that the residents be notified when the work is completed.
- (3) Cheral Sherman, V.P. of Friends of Gardena Willows Wetland Preserve – invited everyone to attend their “Second Sunday Stroll,” June 12, 2016, and their Restoration Workday, Saturday, June 18, 2016, from 8:00 a.m. to 11:00 a.m.

## **8. DEPARTMENTAL ITEMS**

### **A. ELECTED & ADMINISTRATIVE OFFICES**

- (1) City Manager’s Presentation: Proposed Budget for Fiscal Years 2016-2017 and 2017-2018

City Manager Lansdell presented the proposed Budget, giving a City Manager Message and utilizing a PowerPoint presentation showing highlights of the Budget for Fiscal Years 2016-2017 and 2017-2018. His presentation begins a 30-days review. Copies of it will be available on the City’s web site, at Gardena’s libraries, and in the City Clerk’s Office.

Brief responses/comments were made by Mayor Tanaka and Councilmembers.

**The proposed Budget was Received and Filed (Budget is to be adopted on June 28, 2016)**

- (2) ORDINANCE NO. 1768: Amending Section 14.04.090 of the Gardena Municipal Code Relating to Rent Mediation

#### ORDINANCE NO. 1768

An Ordinance of the City Council of the City of Gardena, California, Amending Section 14.04.090 of the Gardena Municipal Code Relating to Rent Mediation

City Manager Lansdell presented the Staff Report.

**Ordinance No. 1768 was Introduced by Council Member Terauchi**

- B. POLICE STREETS, & DEVELOPMENT SERVICES – No Items
- C. RECREATION, HUMAN SERVICES, PARKS, & FACILITIES – No Items
- D. TRANSPORTATION – No Items

## **9. COUNCIL ITEMS, DIRECTIVES & REMARKS**

### **A. COUNCIL ITEMS**

- (1) Verbal Report: Attendance at “Summit on Infrastructure and Public Private Partnerships,” May 12, 2016, in Santa Monica **Mayor Pro Tem Henderson gave his report during his Council Remarks**

- B. COUNCIL DIRECTIVES – **None were given**

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

### C. COUNCIL REMARKS

- (1) COUNCIL MEMBER TERAUCHI – reported that he attended the following activities: the Grand Opening of the Big 5 Sporting Goods store in Gardena, located on Rosecrans Avenue. With the recent closure of two similar retailers in the area closing, he feels that the Big 5 will be a tremendous asset to the City and will be very successful in the City; he was the Master of Ceremonies at the Gardena Evening Optimist Club’s “Respect for The Law” event held at Cozymel’s Mexican Seafood Restaurant. Awards and scholarships were given to several deserving Explorers from the Inglewood and Torrance police departments. It was a very fine event. On Sunday, May 22, along with Mayor Pro Tem Henderson he attended the Gardena Willows clean-up day. He estimates that there were approximately 600 volunteers from the WeLoveU Foundation helping that day. It was quite an event. He thanked Ms. Cheral Sherman for all she is doing to maintain the Gardena Willows preserve.
- (2) COUNCIL MEMBER MEDINA – commented on a report from the West Basin Water District conference. He gave a brief summary of what was reported there, including: there are over 176 billion gallons of water that serve 19 cities in the South Bay Cities; the water is clean, drinkable water. Efforts are still being made towards water recycling in ways such as desalination, as well as other methods. He encouraged the community to continue recycling their water. He attended the Greater Los Angeles Vector Control District meeting and reported that there have been three recent Zika virus cases reported in California. Scientist are working on ways to eradicate the virus that is transmitted by mosquitos. He then gave a brief description of what the mosquito looks like so that the public will be aware and to please report any sightings immediately to the Vector Control. He invited the community to the upcoming free Concert on the Lawn / Ice Cream Social events, hosted by the Gardena Beautification Committee. He also reported that he attended the RCC budget meeting. He closed with a reminder and an invitation to come to the National Flag Day ceremony taking place Tuesday, June 14, 2016, at on the City Hall Civic Center lawn starting at 11:00 a.m.
- (3) COUNCIL MEMBER CERDA – reported that she attended the Gardena Police Foundation’s Second Annual Scholarship event. Three students received scholarships, including one from Gardena High School, named Soraya Davila. She was very impressed by how involved these students were with outside activities and volunteering, yet are able to maintain certain GPA’s to be eligible for the awards. She also attended the Grand Opening of the Big 5 Sporting Goods store on Rosecrans Avenue in Gardena. She mentioned and invited the community to come and enjoy “Coffee with a Cop” on Wednesday, May 25, at the Starbuck on Normandie/Rosecrans Avenues; it’s an opportunity for the community to meet their district officer as well as other officers, and these types of events help to keep the public informed about what is going on in our community. She ended her report with a public service announcement, that on June 2, 2016, the City of Gardena will be hosting a free Fair Housing Work Shop at the Nakaoka Community Center.
- (4) MAYOR PRO TEM HENDERSON – reported that he recently joined with a group from the Church of Latter Day Saints to help their volunteer efforts to clean-up the grounds around City Hall. It was a great event, he learned a lot about their faith. He had been asked to speak about the “Summit on Infrastructure and Public Private Partnerships,” but reported that he was not able to go and just got the notes to find out what other options are available. He touched on the many challenges that exist in the Public Private Partnership in regards to infrastructure projects; that it’s a great opportunity. In summary, successes are that it speeds the delivery of the projects; but the challenges in Public Private Partnerships are: with a public sector entity, some of the costs do rise; and when a private entity is involved, there are risks.
- (5) MAYOR TANAKA – no report was given.

**10. ANNOUNCEMENTS**

(1) Council Member Medina announced:

- “Concerts on the Lawn” series, sponsored by the Gardena Beautification Committee, will begin on Saturday, June 18, 2016, 3:00-5:00 p.m. The next two will be on Saturday, July 16, 2016, and Saturday, August 13, 2016; both will be held 5:00-7:00 p.m. All three concerts will be held in front of Nakaoka Community Center.
- “Flag Day Celebration” will be held on Tuesday, June 14, 2016, at 11:00 a.m., in City Hall complex.

(2) Council Member Cerda announced:

- “Coffee with a Cop,” Wednesday, May 25, 2016, 6:00-8:00 p.m., Starbucks on Rosecrans/Normandie Aves.
- “Fair Housing Management Training,” Thursday, June 2, 2016, 1:00-5:00 p.m., Nakaoka Community Center.

**11. REMEMBRANCES**

There were no Memorial Adjournments.

**12. ADJOURNMENT**

At 9:10 p.m., Mayor Tanaka announced that the Gardena City Council will adjourn to the next Regular City Council Meeting, at 7:00 p.m., on Tuesday, June 14, 2016.

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

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

APPROVED:

\_\_\_\_\_  
Paul K. Tanaka, Mayor

MEMORANDUM

TO: Honorable Mayor and City Council  
FROM: Treasurer's Department  
DATE: June 09, 2016  
SUBJECT: WARRANT REGISTERS  
PAYROLL REGISTERS

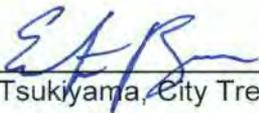
(a) June 14, 2016 TOTAL WARRANTS ISSUED: \$1,118,477.15

Wire Transfer: 11487-11492  
Prepay: 138848-138856  
Check Numbers: 138857-139081

Total Pages of Register: 28

May 27, 2016 TOTAL PAYROLL ISSUED: \$1,878,426.54

June 10, 2016 TOTAL PAYROLL ISSUED: \$1,473,974.01

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

Cc: City Clerk

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11487	5/25/2016	104058 ADMININSURE, INC.	052516		WORKERS' COMP CLAIMS ADMINISTR	17,545.97
					Total :	17,545.97
11488	6/1/2016	104058 ADMININSURE, INC.	060116		WORKERS' COMP CLAIMS ADMINISTR	13,312.42
					Total :	13,312.42
11489	6/1/2016	106110 ADVANCED BENEFIT SOLUTIONS, LLC	060116		HEALTH INSURANCE CLAIMS	51,344.09
					Total :	51,344.09
11490	6/1/2016	321408 U.S. POSTAL SERVICE	060116		TMX #259234 REPLENISH POSTAGE MI	6,000.00
					Total :	6,000.00
11491	6/3/2016	109086 MAZE, INC.	082816 DEP	023-01040	ENTERTAINMENT SERVICES AT JAZZ F	48,000.00
					Total :	48,000.00
11492	6/7/2016	104058 ADMININSURE, INC.	060716		WORKERS' COMP CLAIMS ADMINISTR	12,002.47
					Total :	12,002.47
138848	5/24/2016	109084 MEDICARE	T05-2015		SETTLEMENT - E. SIMON V. GARDENA	575.87
					Total :	575.87
138849	5/24/2016	108393 LAW OFFICE OF MICHAEL S. BRAUN	T05-2015		SETTLEMENT - E. SIMON V. GARDENA	2,161.13
					Total :	2,161.13
138850	5/25/2016	101031 AFFORDABLE HOUSING, PROFESSIONALS, JP CP-10			PREPARATION OF 5-YEAR CONSOLIDAF	9,180.00
					Total :	9,180.00
138851	6/1/2016	619003 SOUTHERN CALIFORNIA EDISON	052516		LIGHT & POWER	2,314.69
					Total :	2,314.69
138852	6/1/2016	111016 KAISER FOUNDATION HEALTH PLAN	JUNE 2016		HEALTH INSURANCE	187,881.11
					Total :	187,881.11
138853	6/1/2016	106110 ADVANCED BENEFIT SOLUTIONS, LLC	JUNE 2016		HEALTH, DENTAL & LIFE INSURANCE	120,647.00
					Total :	120,647.00
138854	6/1/2016	619004 GOLDEN STATE WATER CO.	052016		WATER	16,753.08

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
138854	6/1/2016	619004	619004 GOLDEN STATE WATER CO.		(Continued)	16,753.08
138855	6/1/2016	109072	RAJPOOT, MUBARAK AHMED		MFRCC PROG - 1202 W. 144TH ST.	4,500.00
			040316		Total :	4,500.00
138856	6/9/2016	109110	MEEKS, WILLIAM		RETURN MONEY HELD FOR SAFE-KEE	1,000.00
			DR #16-3077		Total :	1,000.00
138857	6/14/2016	108980	AARON, LAWRENCE		SPORTS SCOREKEEPER	15.00
			05/01-05/15/16		Total :	15.00
138858	6/14/2016	101597	ACE BUSINESS MACHINES, INC.		ANNUAL SERVICE CONTRACT RENEW	565.00
			39187		Total :	565.00
138859	6/14/2016	108458	ADAMS, JAMIL		SPORTS SCOREKEEPER	15.00
			05/01-05/15/16		Total :	15.00
138860	6/14/2016	104058	ADMINSURE, INC.		WORKERS' COMP CLAIMS ADMINISTR	8,310.00
			9333		Total :	8,310.00
138861	6/14/2016	109093	ALMARAZ, ARTHUR T.		PERMIT CANCELLATION REFUND - 145	31.00
			50016-0483		PERMIT CANCELLATION REFUND - 145	24.00
			60016-0170		PERMIT CANCELLATION REFUND - 145	9.60
			70016-0276		Total :	64.60
138862	6/14/2016	100925	AMERICAN MOVING PARTS		AIR FILTER	186.19
			01A50823	037-09196	AIR FILTER	186.19
			01A51638	037-09244	Total :	372.38
138863	6/14/2016	109103	ANGEL, YOLANDA		REFUND - DANCE, CHEER, & TUMBLIN	75.00
			183/49782		Total :	75.00
138864	6/14/2016	100964	AT&T MOBILITY		IT CELL PHONE ACCT #828667974~	329.58
			828667974X05162016		CDD CELL PHONE ACCT #834935325~	157.46
			834935325X05162016CD		PW/IPAD ACCT #834935325 ~	27.76
			834935325X05162016PW		PD CELL PHONE ACCT #835577878~	1,137.23
			835577878X05012016		PD CELL PHONE ACCT #835577878~	1,120.66
			835577878X06012016			

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
138864	6/14/2016	100964	100964 AT&T MOBILITY			2,772.69
			(Continued)			
138865	6/14/2016	101051	AZPIRI, MARA		READING/PHONICS/MATH INSTRUCTO	1,588.00
			MAY 2016		Total :	1,588.00
138866	6/14/2016	104371	BATES, LEROY		YOUTH GOLF INSTRUCTOR	180.00
			MAY 2016		Total :	180.00
138867	6/14/2016	102400	BAYSIDE MEDICAL CENTER		BAD & D/S (NIDA) - G. BRANCH, M. LEV	215.00
			8209 BUS		D/S (NON-NIDA - W. POLANCO 4/20	15.00
			8209 PW		Total :	230.00
138868	6/14/2016	102035	BD WHITE TOP SOIL CO., INC.		PARK MAINT SUPPLIES	37.61
			76917		Total :	37.61
138869	6/14/2016	103641	BECNEL UNIFORMS		BUS UNIFORM SUPPLIES	164.81
			91211		BUS UNIFORM SUPPLIES	336.05
					Total :	500.86
138870	6/14/2016	102135	BEHREND, KENT		NETWORK SUPPORT~	1,700.00
			00001627		Total :	1,700.00
138871	6/14/2016	108994	BERGMAN DACEY GOLDSMITH		PROFESSIONAL SERVICES - L. PARTID	3,882.75
			21957		Total :	3,882.75
138872	6/14/2016	109095	BESTWORTH-ROMMEL INC		BUSINESS LICENSE FEE OVERPAYMEI	89.00
			B/L #35009		Total :	89.00
138873	6/14/2016	101309	BOULEVARD FLORIST		REC PROGRAM SUPPLIES	81.86
			01233210		Total :	81.86
138874	6/14/2016	108298	BRAVO SIGN & DESIGN		FABRICATE 2 NEW LOGO FACES &	578.00
			160182		Total :	578.00
138875	6/14/2016	100236	CAMPBELL, HENRY		SPORTS OFFICIAL	100.00
			05/01-05/15/16		Total :	100.00
138876	6/14/2016	803420	CARPENTER, ROTHANS & DUMONT, LAW OFF 27324		PROFESSIONAL SERVICES - D. CASTE	1,465.89

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
138876	6/14/2016	803420 CARPENTER, ROTHANS & DUMONT, LAW OFI (Continued)	27325		PROFESSIONAL SERVICES - J. ORTEG	3,052.36
			27326		PROFESSIONAL SERVICES - M. OBI V.	991.84
			27327		PROFESSIONAL SERVICES - K. LEE V.	640.71
			27328		PROFESSIONAL SERVICES - D. MILLAN	1,644.46
			27329		PROFESSIONAL SERVICES - S. UDI V.	866.38
			27330		PROFESSIONAL SERVICES - D. LEMMC	649.02
			27341		PROFESSIONAL SERVICES - M. ARREC	3,772.80
					<b>Total :</b>	<b>13,083.46</b>
138877	6/14/2016	106842 CATALDO, JOHN G.	10016-0294		PERMIT CANCELLATION REFUND - TRI	68.00
					<b>Total :</b>	<b>68.00</b>
138878	6/14/2016	103489 CF UNITED LLC	773		CAR WASH - MAY 2016	44.00
					<b>Total :</b>	<b>44.00</b>
138879	6/14/2016	105803 CHANDER, SATISH	052316		PROFESSIONAL SERVICES - STREET F	4,500.00
					<b>Total :</b>	<b>4,500.00</b>
138880	6/14/2016	108378 CHARLES E. THOMAS COMPANY INC.	C-11203	037-08348	DESIGNATED OPERATOR SERVICE	200.00
					<b>Total :</b>	<b>200.00</b>
138881	6/14/2016	107873 CI TECHNOLOGIES, INC.	5893		ANNUAL SOFTWARE MAINTENANCE - I	2,100.00
					<b>Total :</b>	<b>2,100.00</b>
138882	6/14/2016	308112 CITY OF HAWTHORNE	IT-16-0309-01		TIBURON RMS/ARS/CMS INFORMATIO	56,552.40
					<b>Total :</b>	<b>56,552.40</b>
138883	6/14/2016	105448 COOPER, KRISTOPHER	05/01-05/15/16		SPORTS OFFICIAL	37.50
					<b>Total :</b>	<b>37.50</b>
138884	6/14/2016	102388 COPYLAND, INC.	52537	037-09110	BUS ROUTE & SCHEDULE GUIDE	5,562.36
			52881		3.5X4" HAND APPLY ROLL LABEL	1,347.24
			53216	037-09274	DAILY VEHICLE INSPECTION REPORT	1,212.25
					<b>Total :</b>	<b>8,121.85</b>
138885	6/14/2016	103807 CP/CA	2016-2017		ANNUAL MEMBERSHIP DUES	1,764.00
			2948		ANNUAL MEMBERSHIP DUES	145.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
138885	6/14/2016	103807 103807 CPCA	(Continued)			Total : 1,909.00
138886	6/14/2016	105935 CRAFCO, INC.	00429274		PW STREET MAINT SUPPLIES	Total : 815.32
138887	6/14/2016	104152 CREATIVE BUS SALES, INC.	5087879	037-09169	SOLENOID	Total : 191.94
138888	6/14/2016	109005 CRESPO, ERNIE	051816-1 051816-2		REIMBURSEMENT - LUNCH FOR PANEI REIMBURSEMENT - EQUIPMENT REPA	Total : 93.78 239.80 333.58
138889	6/14/2016	108799 CSTARS NURSERY, INC.	28153 28318 28509		PARK MAINT SUPPLIES PARK MAINT SUPPLIES PARK MAINT SUPPLIES	Total : 65.18 148.60 753.84 967.62
138890	6/14/2016	109088 DAVIS, JULIAN	DR #14-7248		RETURN MONEY BOOKED AS EVIDENC	Total : 214.00
138891	6/14/2016	303459 DEPARTMENT OF JUSTICE	167472		FINGERPRINT APPS - MAY 2016	Total : 2,088.00
138892	6/14/2016	312117 DEPARTMENT OF WATER & POWER	052316 053116		LIGHT & POWER LIGHT & POWER	Total : 70.87 45.11 115.98
138893	6/14/2016	105182 DIRECTV	28575894677		DIRECTV SERVICE - RSN FEE	Total : 7.99
138894	6/14/2016	103241 DP STAR AUTOMOTIVE, INC.	29683		SMOG INSPECTIONS - 06 CHEVY 2500	Total : 35.00
138895	6/14/2016	108951 EAGLE RECOGNITION	0640676 0641352 0643159		AWARD & CERTIFICATE SUPPLIES MA FREIGHT - FOR RIBBONS AWARD & CERTIFICATE SUPPLIES	Total : 135.22 12.34 216.10 363.66

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
138896	6/14/2016	105418 EMPIRE CLEANING SUPPLY	875580		PARK MAINT SUPPLIES	768.89
					<b>Total :</b>	<b>768.89</b>
138897	6/14/2016	105392 ENTENMANN-ROVIN COMPANY	0118447 0124268		GARDENA PD CAP PIECES EMPLOYEE SERVICE PINS FOR OFFIC	798.10 212.47
					<b>Total :</b>	<b>1,010.57</b>
138898	6/14/2016	106459 ENTERPRISE FM TRUST	PPD-220784-5016 PPD-473374-4016		(4) LEASED VEHICLES FOR PD~ (2) LEASED VEHICLES FOR PD~	15,949.44 12,244.89
					<b>Total :</b>	<b>28,194.33</b>
138899	6/14/2016	105650 EWING IRRIGATION PRODUCTS	1433219 1462011		PARK MAINT SUPPLIES PARK MAINT SUPPLIES	28.02 52.04
					<b>Total :</b>	<b>80.06</b>
138900	6/14/2016	105856 EXECUTIVE FIRE PROTECTION INC	74464	037-09222	ANNUAL BUS FIRE EXTINGUISHER SEI	255.00
					<b>Total :</b>	<b>255.00</b>
138901	6/14/2016	105693 EXPRESS OIL COMPANY	172863 172893		WASTE ANTIFREEZE - TRUCKING, PUN WASTE OIL - TRUCKING, PUMPING &	537.50 250.00
					<b>Total :</b>	<b>787.50</b>
138902	6/14/2016	105539 FACTORY MOTOR PARTS CO.	12-2175672 12-2175695 25-890851 25-898974 25-901195 25-902273 25-902326		PW/AUTO PARTS PW/AUTO PARTS BATTERY BATTERY BUS 765 - PIGTAL, FUEL PUMP PW/AUTO PARTS PW/AUTO PARTS	511.60 37.15 165.07 -165.07 48.44 278.59 213.31
					<b>Total :</b>	<b>1,089.09</b>
138903	6/14/2016	106129 FEDEX	5-415-61883		SHIPPING SERVICES	48.74
					<b>Total :</b>	<b>48.74</b>
138904	6/14/2016	106545 FLEETPRIDE	77201374 77416467	037-09223	VALVE, DOUBLE CK SEWER MAINT SUPPLIES	51.95 102.02
					<b>Total :</b>	<b>153.97</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
138905	6/14/2016	106334 FLORENCE FILTER CORPORATION	0099885	037-09224	FILTER, HVAC	904.70
					<b>Total :</b>	<b>904.70</b>
138906	6/14/2016	109094 FLORES-LUEVANO, SILVIA	TC #10-7556		REFUND - REPORT REQUEST CANCEL	23.00
					<b>Total :</b>	<b>23.00</b>
138907	6/14/2016	106607 FORD OF MONTEBELLO			MODULE	830.26
					GASKET, VALVE, THROTTLE BODY, PUI	1,244.58
					CONVERTER ASSY, SPARK PLUG, GAS	2,097.20
					GASKET, STARTER, TUBE, PULLEY, INS	1,388.57
					INTAKE MANIFOLD GASKET	34.51
					STEM VALVE	20.27
					<b>Total :</b>	<b>5,615.39</b>
138908	6/14/2016	106100 FORENSIC NURSE SPECIALISTS INC	3637		STEP DUI/CDL CHECKPOINT	385.00
					<b>Total :</b>	<b>385.00</b>
138909	6/14/2016	109098 FOSTER, CHAZLEY	15/50363		REFUND - YOUTH BOYS BASEBALL	60.00
					<b>Total :</b>	<b>60.00</b>
138910	6/14/2016	106465 FOX FIRST AID & SAFETY	52272		PW STREET MAINT SUPPLIES	20.71
					<b>Total :</b>	<b>20.71</b>
138911	6/14/2016	102394 FRANK SCOTTO TOWING	676882	037-08919	TOWING SERVICES FOR BUS #768	175.00
					TOWING SERVICES FOR BUS #735	350.00
					TOWING SERVICES FOR BUS #715	175.00
					TOWING SERVICES FOR BUS #765	175.00
					TOWING SERVICES FOR BUS #727	175.00
					<b>Total :</b>	<b>1,050.00</b>
138912	6/14/2016	106615 FULLER ENGINEERING, INC.	128226		LIQUID CHLORINE	1,087.93
					<b>Total :</b>	<b>1,087.93</b>
138913	6/14/2016	112566 GALLS, LLC	BC0273691		PD UNIFORM SUPPLIES	1,355.08
			BC0274619		PD UNIFORM SUPPLIES	115.49
			BC0278056		PD UNIFORM SUPPLIES	54.49
					<b>Total :</b>	<b>1,525.06</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
138914	6/14/2016	108822 GARCIA, MARIELA	05/01-05/31/16		POLICE DEPT INTERN SERVICES	500.00
					<b>Total :</b>	<b>500.00</b>
138915	6/14/2016	108183 GARDENAAACE HARDWARE			BLDG MAINT SUPPLIES	0.82
					BLDG MAINT SUPPLIES	11.49
					CUSTODIAL SUPPLIES	7.23
					<b>Total :</b>	<b>19.54</b>
138916	6/14/2016	107030 GARDENAAUTO PARTS			BLDG MAINT SUPPLIES	6.52
					BLDG MAINT SUPPLIES	45.26
					GASKET & SPARK PLUG COIL BOOT	135.65
					OIL FILTER & BRAKE CLEAN	294.69
					UNIT 839 - FLUID LEVEL SENSOR	56.95
					UNIT 884 - OIL PRESSURE SWITCH	50.16
					UNIT 884 - BATTERY	67.75
					UNIT 826 - AIR FILTER	28.01
					BLDG MAINT SUPPLIES	17.23
					OIL PRESSURE SWITCH, AIR FILTER, B	186.95
					SEWER AUTO SUPPLIES	43.33
					BUS 719 - VALVE & CORE	136.25
					037-09257	
					037-09257	
					037-09256	
					037-09255	
					037-09269	
					037-09269	
					037-09269	
					032582	
					032602	
					032667	
					<b>Total :</b>	<b>2,146.02</b>
138917	6/14/2016	107495 GARDENA CAR WASH			CAR WASH - PD	438.73
					<b>Total :</b>	<b>438.73</b>
138918	6/14/2016	107229 GARDENA POLICE DEPARTMENT			CLAIM FOR DAMAGES SETTLEMENT	287.00
					CLAIM FOR DAMAGES SETTLEMENT	105.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
138918	6/14/2016	107229 GARDENA POLICE DEPARTMENT	(Continued) 16-14PV		CLAIM FOR DAMAGES SETTLEMENT	1,500.00
					Total :	1,892.00
138919	6/14/2016	106085 GBS LINENS	161583		LAUNDRY SERVICES - TOWELS, TABLE	284.32
					Total :	284.32
138920	6/14/2016	108091 GETOFF, PETER	03/24-05/23/16		WEEKLY SUPERVISION - SOCIAL WORK	1,875.00
					Total :	1,875.00
138921	6/14/2016	104015 GOODYEAR TIRE & RUBBER CO.	43245576		TIRES - 9235/55R17 EAGLE	1,727.87
					Total :	1,727.87
138922	6/14/2016	107498 GOODYEAR TIRE & RUBBER COMPANY, THE	0073883831 0073883832 0073883833	037-06329 037-06329	FIVE-YEAR BUS TIRE LEASE WITH GOV FIVE-YEAR BUS TIRE LEASE WITH GOV FIVE-YEAR BUS TIRE LEASE WITH GOV	-858.08 9,445.54 582.00
					Total :	9,169.46
138923	6/14/2016	109055 GRAFFITI SHIELD, INC.	1681	037-09049	MODESTY PANEL GRAFFITI GUARD	964.40
					Total :	964.40
138924	6/14/2016	109096 GREENBERG KUPCHICK, JANET	B/L #20417		BUSINESS LICENSE FEE OVERPAYMEI	451.80
					Total :	451.80
138925	6/14/2016	108044 HARD COPY	Y7235.01-A Y7235.02-A Y7235.03-A Y7235.04-A Y7235.09-A		MEDICAL RECORDS - G. DIXON V. GAR MEDICAL RECORDS - G. DIXON V. GAR	87.69 449.73 124.77 104.19 95.12
					Total :	861.50
138926	6/14/2016	109092 HERRERA, CASIMIRA	CR #142/5		PERMIT CANCELLATION REFUND - BLC	200.00
					Total :	200.00
138927	6/14/2016	208243 HILLARD, JOCELYN	104		LOAD DATA INTO IAPRO SOFTWARE	1,596.50
					Total :	1,596.50
138928	6/14/2016	108434 HOME DEPOT CREDIT SERVICES	0050220		BLDG MAINT SUPPLIES	41.80

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Voucher 138928 Date 6/14/2016 Vendor 108434 HOME DEPOT CREDIT SERVICES

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
			(Continued)			
			0353062		HOME IMPROVEMENT PROGRAM	27.97
			1051402		PW SIGNS/SIGNALS SUPPLIES	171.37
			1350357		PW TREE PROGRAM SUPPLIES	32.67
			1354681		BLDG MAINT SUPPLIES	72.33
			1354731		BLDG MAINT SUPPLIES	7.62
			1594214		BLDG MAINT SUPPLIES	79.46
			2303186		HOME IMPROVEMENT PROGRAM	353.01
			2303493		PARK MAINT SUPPLIES	75.11
			2573009		BLDG MAINT SUPPLIES	36.99
			3042072		PARK MAINT SUPPLIES	52.45
			3234453		HOME IMPROVEMENT PROGRAM	-86.45
			3302872		HOME IMPROVEMENT PROGRAM	21.07
			4302836		BLDG MAINT SUPPLIES	6.51
			4303415		PARK MAINT SUPPLIES	14.40
			5053526		PW STREET MAINT SUPPLIES	150.31
			5192496		BUS PROGRAM SUPPLIES	-14.33
				S		
			5241071		HOME IMPROVEMENT PROGRAM	-138.81
			5350623		PW STREET MAINT SUPPLIES	58.66
			5354497		BLDG MAINT SUPPLIES	53.36
			6192451		BUS PROGRAM SUPPLIES	125.00
			6192452		BUS PROGRAM SUPPLIES	23.85
			6354420		HOME IMPROVEMENT PROGRAM	96.32
			6354467		HOME IMPROVEMENT PROGRAM	45.59
			8043832		BLDG MAINT SUPPLIES	663.85
			8235266		HOME IMPROVEMENT PROGRAM	-44.95
			8302998		HOME IMPROVEMENT PROGRAM	159.61
			8303340		PW TREE PROGRAM SUPPLIES	48.43
			8354261		PARK MAINT SUPPLIES	70.75
			8572399		BLDG MAINT SUPPLIES	55.28
			9043776		BLDG MAINT SUPPLIES	49.02
			9054417		PW STREET MAINT SUPPLIES	34.06
			9054440		BLDG MAINT SUPPLIES	57.61
			9354218		HOME IMPROVEMENT PROGRAM	38.12
			9354242		PARK MAINT SUPPLIES	61.61

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
138928	6/14/2016	108434	108434 HOME DEPOT CREDIT SERVICES		(Continued)	2,499.65
138929	6/14/2016	108430	HOME PIPE & SUPPLY		HOME IMPROVEMENT PROGRAM	34.06
			E79060		Total :	34.06
138930	6/14/2016	100275	HONEYWELL		BOILER REPLACEMENT PROJECT - RE	2,152.29
			5236317462		Total :	2,152.29
138931	6/14/2016	102313	HUDSON COLLISION INC.		2015 FORD EXPL #1462843 REPAIR FR	1,977.52
					2007 CHEV TAHOE VIN#102054 REPLAI	224.55
					2012 CHEV TAHOE #1089042 REPLACE	224.55
					Total :	2,426.62
138932	6/14/2016	108302	INGLEWOOD WHOLESALE ELECTRIC, CO.		ELECTRICAL PARTS	531.08
			252358		Total :	531.08
138933	6/14/2016	107908	INSITE GRAFIX		CUSTOM GRAPHICS - 1 SIDE FOR P23	256.15
			2882		CUSTOM GRAPHICS - 1 SIDE FOR P04	256.15
					Total :	512.30
138934	6/14/2016	105140	IPTELSUPPORT		TELEPHONE SUPPORT -	400.00
			2016-05		Total :	400.00
138935	6/14/2016	108555	JALISCO TIRE & AUTO REPAIR		BALANCE & MOUNT TIRES	12.50
			051516 P18		BALANCE TIRES	12.50
			051616		(2) BALANCE & MOUNT TIRES	25.00
			051616 P12		(2) BALANCE & MOUNT TIRES	25.00
			051716		FLAT REPAIR	10.00
			051716 P06		(4) BALANCE & MOUNT TIRES	50.00
			051716 P13		FLAT REPAIR	8.00
			051816		Total :	143.00
138936	6/14/2016	110014	JENKINS, JOAN STEIN		MONTHLY CITY PROSECUTOR CHARG	4,000.00
			05/02-05/26/16		Total :	4,000.00
138937	6/14/2016	105473	JONES, MONJERO		SPORTS OFFICIAL	40.00
			05/01-05/15/16		Total :	40.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
138938	6/14/2016	109101 JUAN, LARA	183/50209		REFUND - YOUTH BOYS BASEBALL	50.00
					Total :	50.00
138939	6/14/2016	211429 KEMP, TAMARA	MAY 2016		DANCE INSTRUCTOR	2,002.00
					Total :	2,002.00
138940	6/14/2016	111045 KJ SERVICES	8621		RECYCLING COLLECTION EVENT - DEI	182.56
					Total :	182.56
138941	6/14/2016	111260 KJOS, BARBARA JEAN	MAY 2016		GARDENA FAMILY CHILD CARE PROG	1,800.00
					Total :	1,800.00
138942	6/14/2016	108475 L.A. CASCADE INC.	28386		TEMPGARD SYSTEM & INSTALLATION	3,296.20
					Total :	3,296.20
138943	6/14/2016	312030 L.A. COUNTY ASSESSOR	16ASRE325		MAPS/POSTAGE	23.49
					Total :	23.49
138944	6/14/2016	312113 L.A. COUNTY SHERIFF'S DEPT	164232JK		PRISONER MAINTENANCE FEE - APRIL	960.74
					Total :	960.74
138945	6/14/2016	107036 L.A. NEWS GROUP	900550769 5/9/16		SUBSCRIPTION RENEWAL - ACCT #90C	418.00
					Total :	418.00
138946	6/14/2016	107036 L.A. NEWS GROUP	900550336 4/25/16		SUBSCRIPTION RENEWAL - ACCT #90C	418.00
					Total :	418.00
138947	6/14/2016	109091 LA CASA DEL CHILE RELLENO	BL #34991		BUSINESS LICENSE FEE REFUND	75.00
					Total :	75.00
138948	6/14/2016	212011 LANSDELL, MITCHELL G.	04/14-05/13/16		REIMBURSEMENT FOR CITY RELATED	172.25
					Total :	172.25
138949	6/14/2016	105874 LAWSON PRODUCTS, INC.	9304089526	037-09246	SHOP SUPPLIES, NUTS, BOLTS, ETC.	182.07
					Total :	182.07
138950	6/14/2016	112121 LEE'S ALIGNMENT SERVICES	93504		2015 FORD EXPL #1462843 FRONT WH	75.00
					Total :	75.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
138951	6/14/2016	103704 LEGAUX, CLIFFORD	MAY 2016		TENNIS INSTRUCTOR	774.00
					Total :	774.00
138952	6/14/2016	112140 LESLIE'S POOL SUPPLIES INC.	8-398758		POOL SUPPLIES	648.38
					Total :	648.38
138953	6/14/2016	212132 LEW, DIANA	MAY 2016		PIANO INSTRUCTOR	1,020.00
					Total :	1,020.00
138954	6/14/2016	102376 LEXISNEXIS RISK SOLUTIONS	1328345-20160531 1592371-20160531		MONTHLY SUBSCRIPTION FEE MONTHLY SUBSCRIPTION FEE	218.54 700.00
					Total :	918.54
138955	6/14/2016	112260 LIEBERT CASSIDY WHITMORE	1421129		PROFESSIONAL SERVICES - LITIGATIO	21,225.62
					Total :	21,225.62
138956	6/14/2016	109058 LOBBY TRAFFIC SYSTEMS INC	67779		FREEMAN PARK - REPAIR 12" FENCE II	5,800.00
					Total :	5,800.00
138957	6/14/2016	108807 LOCKE LORD LLP	1232897		PROFESSIONAL SERVICES - APRIL 201	16,437.21
					Total :	16,437.21
138958	6/14/2016	112615 LUV'S LIGHTHOUSE, INC.	620571	037-08998	WEATHER PACK CONNECTOR	23.87
					Total :	23.87
138959	6/14/2016	108613 MADRID, DANIELA	05/01-05/31/16		POLICE DEPT INTERN SERVICES	2,593.50
					Total :	2,593.50
138960	6/14/2016	105082 MAJESTIC LIGHTING, INC.	ML58225 ML58411 ML58454 ML58455 ML58456 ML58512 ML58677		SIGNS/SIGNALS SUPPLIES BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES SIGNS/SIGNALS SUPPLIES BLDG MAINT SUPPLIES SIGNS/SIGNALS SUPPLIES SIGNS/SIGNALS SUPPLIES	86.45 43.60 2.50 144.66 2.96 109.55 85.85
					Total :	475.57
138961	6/14/2016	213409 MALLORY, YVONNE	050416		EDUCATIONAL REIMBURSEMENT	119.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
138961	6/14/2016	213409	213409		MALLORY, YVONNE	
			(Continued)			
138962	6/14/2016	113036	MANERI SIGN CO., INC.	037-09191	SIGN - "NO BUS PARKING PRIOR TO 3:	99.25
					Total :	99.25
138963	6/14/2016	813030	MANNING & KASS		LEGAL SERVICES - J. SUFLE V. GARDE	19.50
					LEGAL SERVICES - M. MORALES V. GA	5,756.50
					LEGAL SERVICES - I. RAMIREZ FOR M.	12,635.85
					LEGAL SERVICES - R. BANKHEAD IV V.	2,451.67
					LEGAL SERVICES - A. BELAY V. GARDE	2,395.07
					LEGAL SERVICES - E. REID V. GARDEN	1,616.60
					LEGAL SERVICES - P. TANGITAU V.	3,353.25
					Total :	28,228.44
138964	6/14/2016	107951	MARK HANDLER & ASSOCIATES		BUILDING INSPECTION SERVICES	8,531.25
			MAY 2016		Total :	8,531.25
138965	6/14/2016	113046	MARX BROS. FIRE EXTINGUISHER, CO., INC.	037-09258	ANNUAL FIRE EXTINGUISHER SERVI	544.97
			300451		Total :	544.97
138966	6/14/2016	113200	MAXIMUS CONSULTING SERVICES, INC.		STATE MANDATED COST CLAIMS -	2,500.00
			101979.01-07-003		Total :	2,500.00
138967	6/14/2016	104106	MCCAIN	078-00001	ONSITE SUPPORT	3,000.00
			PB1868		Total :	3,000.00
138968	6/14/2016	113064	MCMMASTER-CARR SUPPLY COMPANY	037-09141	LOST AND FOUND BINS - RECEPTION,	110.46
			54489598		BUS SHOP SUPPLIES	142.44
			59015743	037-09233	PW SMALL TOOLS & SUPPLIES	273.68
			59264603		Total :	526.58
138969	6/14/2016	213450	MCREYNOLDS, WILLIAM		EDUCATIONAL REIMBURSEMENT	2,100.00
			SPRING 2016		Total :	2,100.00
138970	6/14/2016	107745	MEDEIROS, MICHAEL		MEALS REIMBURSEMENT - BASIC FIEL	80.00
			051916		Total :	80.00
138971	6/14/2016	108699	MEZIERE ENTERPRISES INC.	037-09221	REBUILD WATER PUMP	318.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
138971	6/14/2016	108699	108699 MEZIERE ENTERPRISES INC.		(Continued)	
138972	6/14/2016	103093	MOBILE RELAY ASSOCIATES, INC.		BUS RADIO SYSTEM RENTAL SERVICE	95.55
					BUS RADIO SYSTEM RENTAL SERVICE	477.75
					BUS RADIO SYSTEM RENTAL SERVICE	8,833.65
					<b>Total :</b>	<b>9,406.95</b>
138973	6/14/2016	113462	MOTION INDUSTRIES, INC.		PW/AUTO PARTS	225.07
					<b>Total :</b>	<b>225.07</b>
138974	6/14/2016	109056	MULTICARD		YMCKT RIBBON, CARDS	695.94
					<b>Total :</b>	<b>695.94</b>
138975	6/14/2016	203444	MUSICK-CHUNG, SANDRA		YOUTH GYMNASTICS INSTRUCTOR	990.00
					<b>Total :</b>	<b>990.00</b>
138976	6/14/2016	113605	MUTUAL LIQUID GAS & EQUIPMENT, CO., INC 20210		SERVICE AGREEMENT PLAN~	135.00
					PROPANE GAS	374.28
					PROPANE GAS	289.58
					<b>Total :</b>	<b>798.86</b>
138977	6/14/2016	105622	N/S CORPORATION		MONTHLY BUS WASH EQUIPMENT MAI	285.00
					<b>Total :</b>	<b>285.00</b>
138978	6/14/2016	101421	NATIONAL CONSTRUCTION RENTALS, INC.		RENTAL - 6FT TEMPORARY FENCE, 6F	135.20
					<b>Total :</b>	<b>135.20</b>
138979	6/14/2016	214025	NEGRETE, DAVID		REIMBURSEMENT - APPLICATION FEE	140.00
					<b>Total :</b>	<b>140.00</b>
138980	6/14/2016	103410	NELSON, KATHY ANN		MEDICAL REIMBURSEMENT	28.00
					<b>Total :</b>	<b>28.00</b>
138981	6/14/2016	101748	NEW FLYER OF AMERICA		MUDFLAP CENTER REAR	38.04
					MIRROR, VALVE PARK, GLASS, MODUL	814.08
					MODULE	355.41
					WHEELCHAIR BELT	101.47
					CLEVIS BLOCK, DECAL, VALVE ASSY, \$	371.74

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
138981	6/14/2016	101748 NEW FLYER OF AMERICA	(Continued) 80279763	037-09236	STEERING COLUMN, TERMINAL BLOC	512.25
					Total :	2,192.99
138982	6/14/2016	106297 NEW WAVE SOUND	6332		WINDOW TINT-	160.00
					Total :	160.00
138983	6/14/2016	109106 NOBUTO TRUST	PERMIT #104709		PERMIT DEPOSIT REFUND - 16932 S	500.00
					Total :	500.00
138985	6/14/2016	115168 OFFICE DEPOT	816097007		HS OFFICE SUPPLIES	-32.68
			830400190		REC OFFICE SUPPLIES	-103.18
			834040951		GJIP OFFICE SUPPLIES	132.52
			834041330		JIP OFFICE SUPPLIES	10.85
			834102800		PD OFFICE SUPPLIES	168.56
			834264483		PD OFFICE SUPPLIES	5.77
			835472147		PD OFFICE SUPPLIES	21.35
			835667059		PD OFFICE SUPPLIES	13.17
			835668020		PD OFFICE SUPPLIES	40.72
			835868226		PD OFFICE SUPPLIES	52.81
			835868227		CDD OFFICE SUPPLIES	12.60
			836273833		PD OFFICE SUPPLIES	29.41
			836274122		PD OFFICE SUPPLIES	45.39
			836686440		FCC OFFICE SUPPLIES	52.31
			836686443		FCC OFFICE SUPPLIES	18.21
			837224186		BUS OFFICE SUPPLIES	25.60
			837397427		PD OFFICE SUPPLIES	13.83
			837757045		PD OFFICE SUPPLIES	33.48
			837757342		PD OFFICE SUPPLIES	21.92
			838274818		HR OFFICE SUPPLIES	119.89
			838274837		HR OFFICE SUPPLIES	3.70
			838563957		PD OFFICE SUPPLIES	125.10
			839117757		FIN OFFICE SUPPLIES	38.14
			839117827		FIN OFFICE SUPPLIES	43.02
			839380543		PD OFFICE SUPPLIES	502.45
			839499345		CDD OFFICE SUPPLIES	142.59
			839567408		CC OFFICE SUPPLIES	50.78

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
138985	6/14/2016	115168 OFFICE DEPOT	(Continued)			
			839567500		CC OFFICE SUPPLIES	56.10
			839763828		FCC OFFICE SUPPLIES	568.22
			839763981		FCC OFFICE SUPPLIES	195.76
			839763982		FCC OFFICE SUPPLIES	7.66
			839763987		FCC OFFICE SUPPLIES	7.18
			840551375		REC OFFICE SUPPLIES	50.79
			840666306		PRINT SHOP OFFICE SUPPLIES	44.15
			840666746		PRINT SHOP OFFICE SUPPLIES	33.01
			841484830		CM OFFICE SUPPLIES	88.86
			841796913		PD OFFICE SUPPLIES	203.79
					<b>Total :</b>	<b>2,843.83</b>
138986	6/14/2016	111358 O'REILLY AUTO PARTS	355209		BLDG MAINT SUPPLIES	11.98
			366812		PW AUTO SUPPLIES	17.83
			367259		PW AUTO SUPPLIES	16.33
			367958		PW AUTO PARTS	40.68
			369508		PW AUTO SUPPLIES	62.70
			369665		PW AUTO SUPPLIES	97.97
			370337		PW AUTO PARTS	17.95
					<b>Total :</b>	<b>265.44</b>
138987	6/14/2016	115810 ORKIN PEST CONTROL	APRIL 2016		PEST CONTROL - ACCT #27336703	900.92
			MARCH 2016		PEST CONTROL - ACCT #27336703	900.92
			MAY 2016		PEST CONTROL - ACCT #27336703	900.92
					<b>Total :</b>	<b>2,702.76</b>
138988	6/14/2016	109076 PADUA, REDWIN	05/15-05/28/16		IT INTERN	600.00
			05/29-06/11/16		IT INTERN	600.00
					<b>Total :</b>	<b>1,200.00</b>
138989	6/14/2016	104445 PARTY CITY	060216		REC CRAFT & PROGRAM SUPPLIES	4,422.20
					<b>Total :</b>	<b>4,422.20</b>
138990	6/14/2016	100616 PEPPE'S TOWING SERVICE, INC.	14831	037-09279	TOWING SERVICES FOR BUS #774	340.00
			14837	037-09270	TOWING SERVICES FOR BUS #735	450.00
			14843	037-09278	TOWING SERVICES FOR BUS #778	340.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
138990	6/14/2016	100616	100616		PEPE'S TOWING SERVICE, INC.	
			(Continued)			
138991	6/14/2016	307101			PETTY CASH FUND	
			05/10-05/17/16		REPLENISH PETTY CASH	479.54
			05/18-06/02/16		REPLENISH PETTY CASH	355.98
					<b>Total :</b>	<b>835.52</b>
138992	6/14/2016	108600			PHOENIX GROUP INFORMATION, SYSTEMS	
			042016211		PARKING TICKET CONTRACT SERVICE	1,908.05
					<b>Total :</b>	<b>1,908.05</b>
138993	6/14/2016	116225			PLUMBERS DEPOT, INC.	
			PD-31434		SEWER PROGRAM SUPPLIES	141.54
					<b>Total :</b>	<b>141.54</b>
138994	6/14/2016	109109			POLTI, MICHAEL	
			PERMIT #14674		PERMIT DEPOSIT REFUND - 2917 W	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
138995	6/14/2016	109108			PRIME POINT CONTRACTING	
			PERMIT #14711		PERMIT DEPOSIT REFUND - 2421 W	6,000.00
					<b>Total :</b>	<b>6,000.00</b>
138996	6/14/2016	106753			PRIORITY MAILING SYSTEMS LLC	
			SWINNV440402		IM 4 SERIES HI-CAPACITY INK CARTRII	271.65
					<b>Total :</b>	<b>271.65</b>
138997	6/14/2016	116663			PROGRESSIVE SOLUTIONS, INC.	
			36932		SOFTWARE MAINTENANCE - ALARMTF	5,401.04
					<b>Total :</b>	<b>5,401.04</b>
138998	6/14/2016	108045			PROSOURCE FACILITY SUPPLY	
			10613		CUSTODIAL SUPPLIES	535.29
			10704		CUSTODIAL SUPPLIES	400.58
					<b>Total :</b>	<b>935.87</b>
138999	6/14/2016	102677			PROVIDENCE HEALTH & SERVICES	
			1010125 5/5/16		SART EXAM-	1,460.00
					<b>Total :</b>	<b>1,460.00</b>
139000	6/14/2016	106092			PRUDENTIAL OVERALL SUPPLY	
			42037571		UNIFORM & SUPPLY RENTAL	203.15
			42037572		UNIFORM RENTAL	62.98
			42037573		SUPPLY RENTAL - MATS - GMBL SHOP	8.10
			42037574		UNIFORM & SUPPLY RENTAL	274.46
			42040437		UNIFORM & SUPPLY RENTAL	203.15
			42040438		UNIFORM RENTAL	62.98
			42040439		SUPPLY RENTAL - MATS - PD	71.44

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
139000	6/14/2016	106092 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			42040440		SUPPLY RENTAL - MATS - NCC	12.42
			42040441		SUPPLY RENTAL - MATS - CH	16.05
			42040442		SUPPLY RENTAL - MATS - HS	8.28
			42040443		UNIFORM & SUPPLY RENTAL	291.06
			42040444		SUPPLY RENTAL - MATS - GMBL	26.60
			42042791		UNIFORM & SUPPLY RENTAL	203.15
			42042792		UNIFORM RENTAL	62.98
			42042793		SUPPLY RENTAL - MATS - GMBL SHOP	8.10
			42042794		UNIFORM & SUPPLY RENTAL	269.18
			42044860		UNIFORM & SUPPLY RENTAL	203.15
			42044861		UNIFORM RENTAL	62.98
			42044862		SUPPLY RENTAL - MATS - PD	71.44
			42044863		SUPPLY RENTAL - MATS - NCC	12.42
			42044864		SUPPLY RENTAL - MATS - CH	16.05
			42044865		UNIFORM RENTAL	8.28
			42044866		UNIFORM & SUPPLY RENTAL	285.78
			42044867		SUPPLY RENTAL - MATS - GMBL	26.60
					<b>Total :</b>	<b>2,470.78</b>
139001	6/14/2016	116575 PSYCHOLOGICAL CONSULTING, ASSOCIATES	522036		GPD TRAUMA SUPPORT TEAM QUART	1,400.00
					<b>Total :</b>	<b>1,400.00</b>
139002	6/14/2016	109053 PUENTE HILLS FORD	21730	037-09239	REPROGRAM (2) PCMS	1,471.85
					<b>Total :</b>	<b>1,471.85</b>
139003	6/14/2016	108623 PUN GROUP LLP, THE	1600127	023-01039	AUDIT SERVICES FY 2015-2016	25,000.00
					<b>Total :</b>	<b>25,000.00</b>
139004	6/14/2016	104868 PYRO-COMM SYSTEMS, INC.	13540	037-09061	ACCESS CONTROL FOR DISPATCH, D/	6,237.50
			82051	037-09250	HID BUILDING ACCESS CARDS	371.50
					<b>Total :</b>	<b>6,609.00</b>
139005	6/14/2016	102283 QUICK COLOR	14418		24"X12" MAGNETIC SIGN - MARK E	65.40
					<b>Total :</b>	<b>65.40</b>
139006	6/14/2016	103907 QUINN COMPANY	PC810741824		PW MAINT SUPPLIES	353.27

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
139006	6/14/2016	103907	103907 QUINN COMPANY (Continued)			353.27
139007	6/14/2016	109097 RAY, JUSTIN	04/01-04/15/16 04/16-04/30/16		SPORTS SCOREKEEPER SPORTS SCOREKEEPER	82.50 120.00 202.50
139008	6/14/2016	101804 RDO TRUST #80-5800	PS4360		PW SUPPLIES	203.00
139009	6/14/2016	103072 REACH	0616288		EAP SERVICES/REACHLINE NEWSLET	902.00
139010	6/14/2016	101511 READYFRESH	16B0019345271 16E0010113405 16E0019345271		DRINKING WATER SERVICE DRINKING WATER SERVICE DRINKING WATER SERVICE	18.61 108.90 23.71 151.22
139011	6/14/2016	108886 REDMON GROUP INC.	RG2016109	037-08738	GTRANS WEBSITE MAINTENANCE ANC	681.25
139012	6/14/2016	118228 REGENTS OF THE UNIVERSITY OF THE	10485214		CATORT GUIDE 3RD ED UP 16	152.86
139013	6/14/2016	100836 RESOURCE BUILDING MATERIALS	1922880		PW STREET MAINT SUPPLIES	31.07
139014	6/14/2016	109041 RICHARD, MIKIA C.	05/01-05/15/16		SPORTS OFFICIAL	37.50
139015	6/14/2016	118476 RICOH USA, INC.	21326770 21326771 21380072 5041128442 9015843362 9016100379 9016119375	035-00448	RICOH MPC5502 COPIER LEASE - S/N RICOH PRO 1107EX COPIER LEASE - S COPIER, RICOH AFICIO MP C5501 LEA; BILLABLE OVERAGE - SP8200DN COP1 RICOH MPC3503 COPIER LEASE - CM RICOH MPC3503 COPIER LEASE - CDD RICOH MPC3503 COPIER LEASE - CLEI	263.24 853.72 539.55 882.44 1,257.05 728.02 319.16 4,843.18
					Total :	37.50
					Total :	31.07
					Total :	152.86
					Total :	37.50
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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
139016	6/14/2016	118476 RICOH USA, INC.	21326727			
			9016100382	023-00840	LEASE, RICOH DD6650P DUPLICATOR	549.94
			9016119376	023-00936	RICOH MPC3503 COPIER LEASE - CDD	234.26
			9016223372	023-00936	RICOH MPC3503 COPIER LEASE - CLEI	174.15
			9016223373	023-00936	RICOH MPC3503 COPIER LEASE - CM	244.12
			90162246373	023-00936	RICOH MPC3503 COPIER LEASE - PD C	138.90
			9016247372	023-00936	RICOH PRO8100S COPIER LEASE - PD	455.48
			9016250372	023-00936	RICOH MPC6003 COPIER LEASE - PD S	206.84
			9016260374	023-00936	RICOH MPC3503 COPIER LEASE - PW	163.36
			9016278373	023-00936	RICOH MPC3503 COPIER LEASE - REC	185.81
			9016282373	023-00936	RICOH MPC3503 COPIER LEASE - SR, I	148.21
			9016282374	023-00936	RICOH MPC3503 COPIER LEASE - ADM	151.34
			9016299380	023-00936	RICOH PRO8100S & MPC6502 LEASE -	126.10
					<b>Total :</b>	<b>3,888.45</b>
139017	6/14/2016	119301 ROBERT SKEELS & CO.	24365		BLDG MAINT SUPPLIES	455.62
					<b>Total :</b>	<b>455.62</b>
139018	6/14/2016	107551 RUIZ CONCRETE	052316 #2		PEDESTRIAN SAFETY IMPROVEMENT	71,561.41
					<b>Total :</b>	<b>71,561.41</b>
139019	6/14/2016	107511 RY RODRIGUEZ, INC.	28403	037-08438	ANNUAL PREV MAINT SVC AND SAFET	789.88
					<b>Total :</b>	<b>789.88</b>
139020	6/14/2016	100383 S.B.R.P.C.A.	02958		STEP DU/CDL CHECKPOINT~	446.12
					<b>Total :</b>	<b>446.12</b>
139021	6/14/2016	119126 S.B.R.P.C.A.	02918		CF-19 WIN7 I5 256SSD COMPUTER W/	5,800.86
			02919		SERVICES OF MOTO MTX850	150.00
					<b>Total :</b>	<b>5,950.86</b>
139022	6/14/2016	119022 SAFEMART OF SOUTHERN, CALIFORNIA	88697		REMOVE AND INSTALL NEW LOCK FOF	1,133.68
			88809		DUPLICATE KEYS	20.60
			88816		DUPLICATE KEYS	17.44
					<b>Total :</b>	<b>1,171.72</b>
139023	6/14/2016	119015 SAFETY-KLEEN CORPORATION	70028296		SERVICE (2) AQUEOUS PARTS WASHE	690.55
			70248382		SERVICE AQUEOUS PARTS WASHER	357.93

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
139023	6/14/2016	119015	119015 SAFETY-KLEEN CORPORATION			
			(Continued)			
139024	6/14/2016	119016	SAM'S CLUB			
			3114 5/17/16		PW STREET PROGRAM SUPPLIES	584.77
			3481		REC PROGRAM SUPPLIES	157.06
			5303		REC PROGRAM SUPPLIES	255.46
			6111		REC PROGRAM SUPPLIES	127.56
			6900		REC PROGRAM SUPPLIES	38.70
			7157 4/27/16		BUS PROGRAM SUPPLIES	27.96
			7674		BUS PROGRAM SUPPLIES	73.15
			7984		REC PROGRAM SUPPLIES	43.44
			9494 5/3/16		BUS PROGRAM SUPPLIES	61.86
					<b>Total :</b>	<b>1,369.96</b>
139025	6/14/2016	109011	SANCARRANCO, SANDRA			
			05/15-05/21/16		ENGINEERING INTERN	255.00
			05/19-06/04/16		ENGINEERING INTERN	352.50
			05/22-05/28/16		ENGINEERING INTERN	487.50
					<b>Total :</b>	<b>1,095.00</b>
139026	6/14/2016	108745	SASE COMPANY, INC.			
			INV161484		PW STREET MAINT SUPPLIES	215.74
					<b>Total :</b>	<b>215.74</b>
139027	6/14/2016	119137	SASSOON, DR. MAUREEN			
			160505		EMPLOYEE HEALTH & SAFETY TRAINING	700.00
					<b>Total :</b>	<b>700.00</b>
139028	6/14/2016	119442	SC FUELS			
			3058131	037-09251	87 OCTANE REGULAR UNLEADED FUE	17,292.44
			3058132	037-09251	87 OCTANE REGULAR UNLEADED FUE	17,613.61
					<b>Total :</b>	<b>34,906.05</b>
139029	6/14/2016	107303	SCOTT ROBINSON CHRYSLER DODGE, JEEP	037-09240	UNIT 885 - HEATER HOSE	145.60
			78999		<b>Total :</b>	<b>145.60</b>
139030	6/14/2016	108654	SECTRAN SECURITY INC.			
			16041464		CURRENCY VERIFICATION - APRIL 201	1,040.60
					<b>Total :</b>	<b>1,040.60</b>
139031	6/14/2016	108440	SHAMBURGER, JR, JAMES			
			05/01-05/15/16		SPORTS OFFICIAL	60.00
					<b>Total :</b>	<b>60.00</b>
139032	6/14/2016	119387	SHELL			
			65266983605		FUEL PURCHASES	209.11

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
139032	6/14/2016	119387 SHELL	(Continued)			
			FALL 2015 ADD		EDUCATIONAL REIMBURSEMENT	Total : 209.11
139033	6/14/2016	104730 SHIDO, ROY N.				357.21
						Total : 357.21
139034	6/14/2016	105229 SIAPIN HORTICULTURE, INC.			MONTHLY MAINTENANCE - MAY 2016	650.00
						Total : 650.00
139035	6/14/2016	119248 SIDEBOTHAM, RICHARD			MONTHLY SERVICE - COUNTING MACH	385.00
						Total : 385.00
139036	6/14/2016	119361 SMART & FINAL IRIS CO.			REC PROGRAM SUPPLIES	177.15
					REC PROGRAM SUPPLIES	42.51
					REC PROGRAM SUPPLIES	-10.89
						Total : 208.77
139037	6/14/2016	119447 SOUTH BAY FORD			PVAUTO PARTS	125.24
						Total : 125.24
139038	6/14/2016	119375 SOUTH COAST AIR QUALITY, MANAGEMENT I	2959954		CAAIR TOXICS "HOT SPOTS" PROG FE	122.53
						Total : 122.53
139039	6/14/2016	119450 SOUTHERN CALIFORNIA MUNICIPAL, ATHLET	4146		2016 MEMBERSHIP DUES	310.00
						Total : 310.00
139040	6/14/2016	108238 SPARKLETTTS			DRINKING WATER FILTRATION SYSTEM	31.80
					DRINKING WATER FILTRATION SYSTEM	30.00
					DRINKING WATER FILTRATION SYSTEM	42.87
						Total : 104.67
139041	6/14/2016	108979 SPEARS, FRED		05/01-05/15/16	SPORTS OFFICIAL	100.00
						Total : 100.00
139042	6/14/2016	119548 ST. JOHN LUTHERAN CHURCH			SENIOR CITIZENS DAY CARE	750.00
						Total : 750.00
139043	6/14/2016	119010 STAPLES ADVANTAGE			ENGINEERING OFFICE SUPPLIES	83.08
					PW OFFICE SUPPLIES	-14.37
						Total : 68.71

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
139043	6/14/2016	119010 STAPLES ADVANTAGE	(Continued) 3301626737 3301939613		PW OFFICE SUPPLIES PW ENGINEERING OFFICE SUPPLIES	14.37 55.01
					<b>Total :</b>	<b>138.09</b>
139044	6/14/2016	109087 SUNSTATE EQUIPMENT CO.	6560720-001 6560720-002		EQUIPMENT RENTAL - SAW 18" CONC EQUIPMENT RENTAL - BLADE 18" DMD	669.44 297.66
					<b>Total :</b>	<b>967.10</b>
139045	6/14/2016	100609 TANK SPECIALISTS OF CALIFORNIA	26678		CERTIFIED DESIGNATED OPERATOR S	189.75
					<b>Total :</b>	<b>189.75</b>
139046	6/14/2016	109099 TATE, CHRISTOPHER	183/50450		REFUND - YOUTH BOYS BASEBALL	50.00
					<b>Total :</b>	<b>50.00</b>
139047	6/14/2016	109089 TAYLOR INDUSTRIAL COATINGS	05032016		SWAT TRUCK EXTERIOR COATING SEF	1,782.00
					<b>Total :</b>	<b>1,782.00</b>
139048	6/14/2016	106733 TEAMSIDELINE.COM	TS-INV-3971		USE OF STANDARD TEAMSIDELINE SI	599.00
					<b>Total :</b>	<b>599.00</b>
139049	6/14/2016	100781 TECS ENVIRONMENTAL COMPLIANCE, SERVI	Gar-0616		MS4 PERMIT & RELATED TASKS - PREI	28,475.00
					<b>Total :</b>	<b>28,475.00</b>
139050	6/14/2016	106870 TENDER LOVING CARE CATERING, INC.	05/16-05/31/16		PARK MAINT SUPPLIES	9,975.73
					<b>Total :</b>	<b>9,975.73</b>
139051	6/14/2016	120140 TENNANT SALES & SERVICE CO.	913737012	037-09241	REPAIR TENNANT FLOOR MACHINE	213.45
					<b>Total :</b>	<b>213.45</b>
139052	6/14/2016	220479 THOMPSON, MARK	06/09-06/11		POST SHERMAN BLOCK SUPERVISOR	140.00
					<b>Total :</b>	<b>140.00</b>
139053	6/14/2016	220479 THOMPSON, MARK	07/13-07/15		POST SHERMAN BLOCK SUPERVISOR	140.00
					<b>Total :</b>	<b>140.00</b>
139054	6/14/2016	123122 THOMSON REUTERS - WEST	834016610		CAANNOTATED CODES SUBSCRIPTIO	703.70

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
139054	6/14/2016	123122	123122 THOMSON REUTERS - WEST		(Continued)	Total : 703.70
139055	6/14/2016	104126	TIME WARNER CABLE		BUSINESS CLASS CABLE PACKAGE ~	109.82
					BASIC CABLE TELEVISION PACKAGE ~	102.81
					BASIC CABLE TELEVISION SERVICE~	241.62
					Total :	454.25
139056	6/14/2016	109049	TORIO, EILEEN		GRANT WRITING SERVICES ~	Total : 645.00
139057	6/14/2016	106853	TORREGANO, WARKITHA		REIMBURSEMENT - HOTEL RESERVAT	Total : 1,132.16
139058	6/14/2016	104806	TOYOTA LIFT OF L.A.		SIDE VIEW MIRROR	Total : 49.82
139059	6/14/2016	120115	TRAINING INNOVATIONS INC.		TMS SOFTWARE SUPPORT SUBSCRIP	Total : 750.00
139060	6/14/2016	106018	TRANE		ELEVATOR EQUIPMENT ROOM A/C UNI	Total : 112.61
139061	6/14/2016	109900	U.S. BANK CORPORATE PAYMENT, SYSTEMS		BEEMAN 5/23/16	1,186.12
					FAUST 4/22/16	2,443.44
					FAUST 5/23/16	-23.54
					Total :	208.96
					FAUST 5/23/16	4,492.53
					FUJIO 4/22/16	132.19
					JONES 4/22/16	615.80
					JONES 5/23/16	100.00
					MALLORY 5/23/16	1,708.68
					MEDRANO 5/23/16	62.84
					NIKO 5/23/16	1,639.49
					NOLAN 4/22/16	962.42
					OSORIO 5/23/16	152.69
					PRENDERGAST 5/23/16	932.52
					SANCHEZ 5/23/16	1,011.74
					WARD 5/23/16	

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
139061	6/14/2016	109900	109900 U.S. BANK CORPORATE PAYMENT, SYST (Continued)			15,625.88
139062	6/14/2016	101448	U.S. HEALTHWORKS MEDICAL, GROUP, PC		DOT DMV RENEWAL EXAM	348.00
					DOT DMV RENEWAL EXAM	623.00
					Total :	971.00
139063	6/14/2016	121550	U.S. LIFE INSURANCE COMPANY		LIFE INSURANCE GRP PLANS G242198	5,947.67
					MAY 2016	5,947.67
					Total :	5,947.67
139064	6/14/2016	119825	UNITED ROTARY BRUSH CORP.		PW SWEEPER SUPPLIES	1,024.60
					Total :	1,024.60
139065	6/14/2016	108560	UNITED STORM WATER, INC.		CLEAN CATCH BASINS - CLEAN DEBRI	9,850.00
					Total :	9,850.00
139066	6/14/2016	121407	UPS		SHIPPING SERVICE CHARGES	152.76
					SHIPPING SERVICE CHARGES	240.57
					SHIPPING SERVICE CHARGES	13.53
					Total :	406.86
139067	6/14/2016	109090	URBAN HUMANE MKT		BUSINESS LICENSE FEE OVERPAYMEI	180.00
					Total :	180.00
139068	6/14/2016	106754	URBAN RESTORATION GROUP US, INC.		GRAFFITI ABATEMENT SUPPLIES	641.30
					Total :	641.30
139069	6/14/2016	222154	VARQUEZ, EARL		BADMINTON INSTRUCTOR	1,230.00
					Total :	1,230.00
139070	6/14/2016	106487	VEHICLE TECHNICAL CONSULTANTS, INC.		CONSULTING SERVICES - APOLLO CAI	6,390.00
					Total :	6,390.00
139071	6/14/2016	122050	VERIZON WIRELESS		PW MOBILE BROADBAND SERVICE~	980.55
					BUS CELL PHONE SERVICE ~	2,104.84
					REC CELL PHONE SERVICE~	656.97
					PW MOBILE BROADBAND SERVICE~	342.09
					Total :	4,084.45

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
139072	6/14/2016	822531 VERMILLION INVESTIGATIONS	051616		INVESTIGATION SERVICES - S. SURRA	1,489.50
					Total :	1,489.50
139073	6/14/2016	108353 WALTERS WHOLESALE ELECTRIC CO	450123		PW SIGNS/SIGNALS SUPPLIES	540.87
					Total :	540.87
139074	6/14/2016	123350 WEST COAST SAND & GRAVEL, INC.	1133891 1134604		CRUSHED AGGREGATE BASE~ WASHED CONCRETE SAND~	669.55 619.40
					Total :	1,288.95
139075	6/14/2016	103744 WESTWAY UNIFORMS	5129 5143 5144 5145 5146 5147 5148 5149 5150 5151 5152 5153 5191 5219 5220 5221		BUS UNIFORM SUPPLIES PD UNIFORM SUPPLIES	1,096.87 160.56 160.56 160.56 160.56 160.56 160.56 160.56 160.56 160.56 160.56 160.56 30.00 65.07 307.05 87.09
					Total :	3,352.24
139076	6/14/2016	123050 WILLIAMS SCOTSMAN, INC.	98960725		MODULAR BUILDING RENTAL CPX-804	2,220.60
					Total :	2,220.60
139077	6/14/2016	103839 WILLIAMS, JEFFREY	052916		BLOCK PARTY CLEAN-UP DEPOSIT RE	100.00
					Total :	100.00
139078	6/14/2016	108568 WILSON, TRAVIS	05/01-05/15/16		SPORTS OFFICIAL	160.00
					Total :	160.00
139079	6/14/2016	109069 Y.O.R CONSTRUCTION	01032-1		MFRCC PROG - 1219 W 144TH ST.	6,000.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
139079	6/14/2016	109069	109069 Y.O.R CONSTRUCTION			
			(Continued)			
139080	6/14/2016	125001	YAMADA COMPANY, INC.			
			72096		PARK MAINT SUPPLIES	782.81
			72099		PARK MAINT SUPPLIES	6.09
			72100		PARK MAINT SUPPLIES	623.67
			72105		PARK MAINT SUPPLIES	175.22
			72134		PW SMALL TOOLS & SUPPLIES	29.80
			72138		PARK MAINT SUPPLIES	24.93
			72158		PW TREE PROGRAM SUPPLIES	76.95
			72167		PW TREE PROGRAM SUPPLIES	106.05
					<b>Total :</b>	<b>1,825.52</b>
139081	6/14/2016	103601	YINCOM			
			5271		MS ERGONOMIC KEYBOARD	75.10
			5276		LOGITECH TRACKMAN MOUSE	65.29
					<b>Total :</b>	<b>140.39</b>
					<b>Bank total :</b>	<b>1,118,477.15</b>
					<b>Total vouchers :</b>	<b>1,118,477.15</b>

Bank code : USB

Voucher \_\_\_\_\_ Date \_\_\_\_\_ Vendor \_\_\_\_\_ Invoice \_\_\_\_\_ PO # \_\_\_\_\_ Description/Account \_\_\_\_\_ Amount \_\_\_\_\_

CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 28 inclusive of the check register are accurate and funds are available for payment thereof.

By: *Deborah*  
Chief Fiscal Officer

This is to certify that the claims or demands covered by checks listed on pages 1 to 28 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers: \_\_\_\_\_

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Councilmember Date

\_\_\_\_\_  
Councilmember Date

Acknowledged:

\_\_\_\_\_  
Councilmember Date

\_\_\_\_\_  
Councilmember Date





# City of Gardena

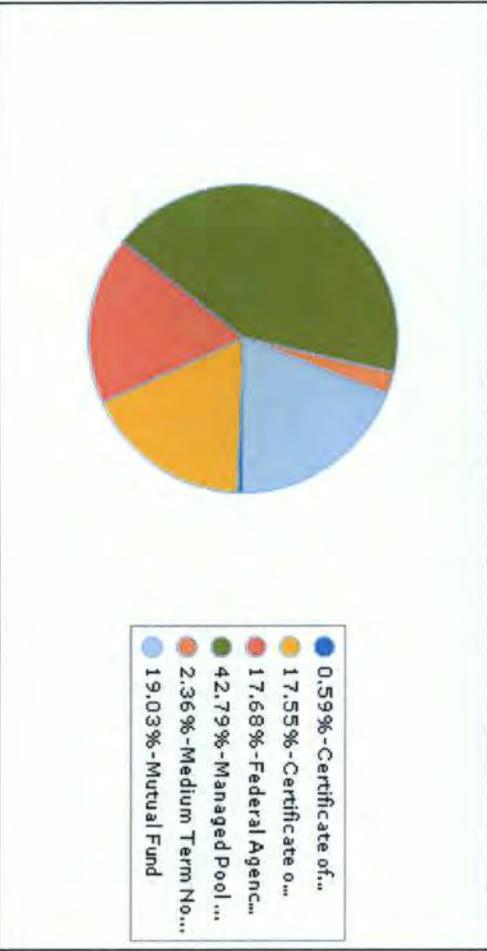
## Distribution by Asset Category - Book Value

### All Portfolios

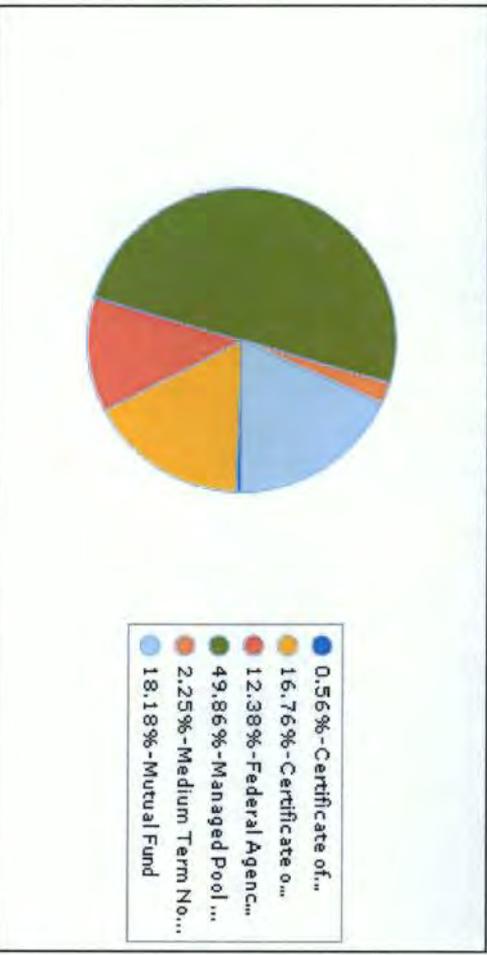
Begin Date: 4/30/2016, End Date: 5/31/2016

Asset Category Allocation		Asset Category Allocation		
Asset Category	Book Value 4/30/2016	% of Portfolio 4/30/2016	Book Value 5/31/2016	% of Portfolio 5/31/2016
Certificate of Deposit - Bank	249,000.00	0.59	249,000.00	0.56
Certificate of Deposit - Negotiable	7,445,000.00	17.55	7,445,000.00	16.76
Federal Agency Coupon Securities	7,500,000.00	17.68	5,500,000.00	12.38
Managed Pool Accounts	18,148,605.70	42.79	22,148,605.70	49.86
Medium Term Notes	1,000,000.00	2.36	1,000,000.00	2.25
Mutual Fund	8,069,698.36	19.03	8,075,798.66	18.18
<b>Total / Average</b>	<b>42,412,304.06</b>	<b>100.00</b>	<b>44,418,404.36</b>	<b>100.00</b>

**Portfolio Holdings as of 4/30/2016**



**Portfolio Holdings as of 5/31/2016**





**City of Gardena**  
**Portfolio Holdings**  
**Portfolio Details - Investments**  
**May 31, 2016**

Description	CUSIP/ Ticker	Transaction ID	Settlement Date	Face Amount/ Shares	Market Value	Book Value	YTM @ Cost	Days To Maturity	Maturity Date
<b>Certificate of Deposit - Bank</b>									
ICB 0.4 5/22/2017	CD6553B		5/23/2015	249,000.00	249,000.00	249,000.00	0.4	356	5/22/2017
<b>Sub Total / Average</b>				<b>249,000.00</b>	<b>249,000.00</b>	<b>249,000.00</b>	<b>0.4</b>	<b>356</b>	
<b>Certificate of Deposit - Negotiable</b>									
AMEX CENT BK 2 5/7/2020	02587DXU7		5/14/2015	250,000.00	255,360.00	250,000.00	2	1437	5/7/2020
Apple Bank for Savings 0.85 10/16/2017	03784UQQ0		4/6/2016	248,000.00	248,478.64	248,000.00	0.85	503	10/16/2017
Bank NC Thom 1 6/19/2017	06414QTS8		12/19/2014	248,000.00	248,605.12	248,000.00	1	384	6/19/2017
Barclays Bk Delaware 2.1 8/13/2019	06740KHS9		8/13/2014	248,000.00	253,793.28	248,000.00	2.1	1169	8/13/2019
BMW 2.2 9/30/2020	05580ACZ5		9/30/2015	248,000.00	255,943.44	248,000.00	2.2	1583	9/30/2020
Capital One Bk USA 1.7 4/6/2021	140420XR6		4/6/2016	248,000.00	251,328.16	248,000.00	1.7	1771	4/6/2021
Capital One NA 2.25 9/30/2020	14042RAK7		9/30/2015	248,000.00	255,933.52	248,000.00	2.25	1583	9/30/2020
Cardinal Bk NH 0.65 9/26/2016	14147VDX1		3/26/2014	248,000.00	248,141.36	248,000.00	0.65	118	9/26/2016
Cathay Bk 0.75 12/14/2016	149159JW6		3/14/2014	248,000.00	248,250.48	248,000.00	0.75	197	12/14/2016
CIT Bank, UT 0.9 5/1/2017	17284CCY8	10333	5/1/2013	250,000.00	251,137.50	250,000.00	0.9	335	5/1/2017
Comenity Capital, UT 1.1 10/17/2016	20033ACV6	10343	10/15/2013	250,000.00	250,570.00	250,000.00	1.1	139	10/17/2016
Compass Bank, AL 2 10/9/2018	20451PFD3	10344	10/9/2013	248,000.00	253,163.36	248,000.00	2	861	10/9/2018
Customers Bank 0.8 3/20/2017	23204HAW8		3/19/2014	248,000.00	248,332.32	248,000.00	0.8	293	3/20/2017
Discover 2 5/13/2020	254672NN4		5/14/2015	250,000.00	255,350.00	250,000.00	2	1443	5/13/2020
Enerbank 1.7 12/18/2018	29266NG43		12/18/2014	248,000.00	251,303.36	248,000.00	1.7	931	12/18/2018
First Bus Bk 1.55 3/6/2020	31938QL36		5/8/2015	248,000.00	253,361.76	248,000.00	1.55	1375	3/6/2020
Goldman Sachs 2.3 11/25/2020	38148J3E9		11/25/2015	245,000.00	252,149.10	245,000.00	2.3	1639	11/25/2020
Investors Comm Bk 1.5 2/26/2021	46147JURQ5		3/31/2016	248,000.00	251,355.44	248,000.00	1.5	1732	2/26/2021
Key Bank 1.35 10/15/2018	49306SVH6		10/14/2015	248,000.00	251,412.48	248,000.00	1.35	867	10/15/2018
Leumi NY Bk 2 12/17/2019	063248EY0		12/17/2014	248,000.00	254,686.08	248,000.00	2	1295	12/17/2019
MB Financial Bk 1.4 4/15/2021	55266CRD0		4/15/2016	248,000.00	251,305.84	248,000.00	1.4	1780	4/15/2021
Medallion Bk Utah 1.2 4/26/2019	58403B3T1		4/26/2016	248,000.00	249,383.84	248,000.00	1.2	1060	4/26/2019



City of Gardena  
Portfolio Holdings  
Portfolio Details - Investments  
May 31, 2016

Description	CUSIP/ Ticker	Transaction ID	Settlement Date	Face Amount/ Shares	Market Value	Book Value	YTM @ Cost	Days To Maturity	Maturity Date
Meridian 0.9 9/29/2017	58958PCL6		3/31/2015	248,000.00	249,078.80	248,000.00	0.9	486	9/29/2017
Merrick 0.7 6/30/2016	59013JCU1		12/30/2014	248,000.00	248,074.40	248,000.00	0.7	30	6/30/2016
Morton Cmnty Bk 1.05 4/10/2018	619165GA5		4/10/2015	248,000.00	248,193.44	248,000.00	1.05	679	4/10/2018
Nebraska St Bk & Trust Broken Bow 1.2 1/15/202	63969ABR4		4/15/2016	248,000.00	250,869.36	248,000.00	1.2	1324	1/15/2020
Riverwood Bank, MN 1.25 10/10/2017	76951DAD2	10345	10/8/2013	248,000.00	250,544.48	248,000.00	1.25	497	10/10/2017
Sallie Mae Bk 2.1 8/13/2019	795450SJS		8/13/2014	248,000.00	253,872.64	248,000.00	2.1	1169	8/13/2019
Wash Tr Co West 0.8 3/20/2017	940637FU0		3/19/2014	248,000.00	248,964.72	248,000.00	0.8	293	3/20/2017
WELL FARGO 1.55 11/19/2018	9497482T3		11/18/2015	248,000.00	251,157.04	248,000.00	1.55	902	11/19/2018
<b>Sub Total / Average</b>				<b>7,445,000.00</b>	<b>7,540,099.96</b>	<b>7,445,000.00</b>	<b>1.428</b>	<b>929</b>	
<b>Federal Agency Coupon Securities</b>									
FHLB 1 7/7/2017-15	3130A2E51		7/7/2014	500,000.00	501,315.00	500,000.00	1	402	7/7/2017
FHLB 1.7 10/19/2020-17	3130A6LQ8		10/19/2015	500,000.00	502,105.00	500,000.00	1.7	1602	10/19/2020
FHLMC 0.6 9/26/2016-14	3134G4Z35		3/26/2014	500,000.00	500,395.00	500,000.00	0.6	118	9/26/2016
FHLMC 1 7/27/2018-17	3134G8XA2		4/27/2016	1,000,000.00	997,100.00	1,000,000.00	1	787	7/27/2018
FHLMC 1.7 1/28/2021-16	3134G8WK1		4/28/2016	500,000.00	498,535.00	500,000.00	1.7	1703	1/28/2021
FNMA 1.01 10/26/2018-16	3136G2PJ0		10/26/2015	500,000.00	500,130.00	500,000.00	1.01	878	10/26/2018
FNMA 1.6 11/15/2018-16	3136G23H8		8/15/2014	500,000.00	500,925.00	500,000.00	1.6	898	11/15/2018
FNMA 1.6 5/19/2020-17	3136G2HF7		5/19/2015	1,000,000.00	1,001,300.00	1,000,000.00	1.6	1449	5/19/2020
FNMA 2 10/7/2019-16	3136G26Z5		10/10/2014	500,000.00	501,235.00	500,000.00	2	1224	10/7/2019
<b>Sub Total / Average</b>				<b>5,500,000.00</b>	<b>5,503,040.00</b>	<b>5,500,000.00</b>	<b>1.346</b>	<b>1027</b>	
<b>Managed Pool Accounts</b>									
Local Agency Investment Fund LGIP	LGIP9326		6/30/2013	22,148,605.70	22,148,605.70	22,148,605.70	0.552	1	N/A
<b>Sub Total / Average</b>				<b>22,148,605.70</b>	<b>22,148,605.70</b>	<b>22,148,605.70</b>	<b>0.552</b>	<b>1</b>	



City of Gardena  
Portfolio Holdings  
Portfolio Details - Investments  
May 31, 2016

Description	CUSIP/ Ticker	Transaction ID	Settlement Date	Face Amount/ Shares	Market Value	Book Value	YTM @ Cost	Days To Maturity	Maturity Date
<b>Medium Term Notes</b>									
Toyota Motor Credit Var. Corp 4/30/2018	89236TAJ4	10332	4/30/2013	1,000,000.00	998,520.00	1,000,000.00	0.887	699	4/30/2018
<b>Sub Total / Average</b>				<b>1,000,000.00</b>	<b>998,520.00</b>	<b>1,000,000.00</b>	<b>0.887</b>	<b>699</b>	
<b>Mutual Fund</b>									
CallTrust - Medium Term	CallTrust2020		6/26/2015	598,205.91	6,029,915.59	6,017,951.47	N/A	N/A	
CallTrust - Medium Term	CallTrust2020		2/1/2016	476.72	4,805.33	4,800.56	N/A	N/A	
CallTrust - Medium Term	CallTrust2020		12/1/2015	448.25	4,518.36	4,504.91	N/A	N/A	
CallTrust - Medium Term	CallTrust2020		1/4/2016	467.83	4,715.73	4,692.34	N/A	N/A	
CallTrust - Medium Term	CallTrust2020		3/1/2016	466.28	4,700.13	4,695.47	N/A	N/A	
CallTrust - Medium Term	CallTrust2020		7/1/2015	67.67	682.14	680.79	N/A	N/A	
CallTrust - Medium Term	CallTrust2020		8/3/2015	414.36	4,176.78	4,172.64	N/A	N/A	
CallTrust - Medium Term	CallTrust2020		10/1/2015	433.91	4,373.83	4,373.83	N/A	N/A	
CallTrust - Medium Term	CallTrust2020		1/1/2015	432.12	4,355.79	4,351.47	N/A	N/A	
CallTrust - Medium Term	CallTrust2020		5/2/2016	490.61	4,945.37	4,950.28	N/A	N/A	
CallTrust - Medium Term	CallTrust2020		4/1/2016	670.57	6,759.31	6,766.01	N/A	N/A	
CallTrust - Medium Term	CallTrust2020		9/1/2015	416.27	4,196.03	4,183.54	N/A	N/A	
CallTrust - Short Term	CallTrust2010		5/2/2016	114.77	1,150.02	1,150.02	N/A	N/A	
CallTrust - Short Term	CallTrust2010		7/1/2015	13.79	138.17	138.17	N/A	N/A	
CallTrust - Short Term	CallTrust2010		4/1/2016	115.85	1,160.78	1,160.78	N/A	N/A	
CallTrust - Short Term	CallTrust2010		3/31/2016	100.19	1,003.87	1,003.87	N/A	N/A	
CallTrust - Short Term	CallTrust2010		9/1/2015	84.83	849.99	849.99	N/A	N/A	
CallTrust - Short Term	CallTrust2010		11/2/2015	83.96	841.24	841.24	N/A	N/A	
CallTrust - Short Term	CallTrust2010		8/3/2015	83.95	841.21	841.21	N/A	N/A	
CallTrust - Short Term	CallTrust2010		10/1/2015	87.88	880.6	880.6	N/A	N/A	
CallTrust - Short Term	CallTrust2010		2/1/2016	98.08	982.74	982.74	N/A	N/A	
CallTrust - Short Term	CallTrust2010		1/4/2016	93.6	937.86	936.93	N/A	N/A	



City of Gardena  
 Portfolio Holdings  
 Portfolio Details - Investments  
 May 31, 2016

Description	CUSIP/ Ticker	Transaction ID	Settlement Date	Face Amount/ Shares	Market Value	Book Value	YTM @ Cost	Days To Maturity	Maturity Date
CalTrust - Short Term	CalTrust2010		12/1/2015	88.8	889.8	889.8	N/A	N/A	
CalTrust - Short Term	CalTrust2010		6/26/2015	199,600.80	1,999,999.98	2,000,000.00	N/A	N/A	
<b>Sub Total / Average</b>				<b>803,557.00</b>	<b>8,087,820.65</b>	<b>8,075,798.66</b>	<b>N/A</b>	<b>N/A</b>	
<b>Total / Average</b>				<b>37,146,162.70</b>	<b>44,527,086.31</b>	<b>44,418,404.36</b>	<b>0.86</b>	<b>368</b>	



City of Gardena  
Monthly Activity - by Portfolio  
May 31, 2016

Description	CUSIP/ Ticker	Settlement Date	Maturity Date	Beginning Cost Value	Buy Principal	Buy Accrued Interest	Sell Principal	Sell Accrued Interest	Interest/ Dividends	Ending Cost Value	Purchased Interest Outstanding
<b>City of Gardena - CalTrust Medium Term</b>											
CalTrust - Medium Term	CalTrust2020	2/1/2016	N/A	4,800.56	0	0	0	0	3.92	4,800.56	0
CalTrust - Medium Term	CalTrust2020	7/1/2015	N/A	680.79	0	0	0	0	0.56	680.79	0
CalTrust - Medium Term	CalTrust2020	4/1/2016	N/A	6,766.01	0	0	0	0	5.51	6,766.01	0
CalTrust - Medium Term	CalTrust2020	6/26/2015	N/A	6,017,951.48	0	0	0	0	4,915.00	6,017,951.48	0
CalTrust - Medium Term	CalTrust2020	1/4/2016	N/A	4,692.34	0	0	0	0	3.84	4,692.34	0
CalTrust - Medium Term	CalTrust2020	3/1/2016	N/A	4,695.47	0	0	0	0	3.83	4,695.47	0
CalTrust - Medium Term	CalTrust2020	12/1/2015	N/A	4,504.91	0	0	0	0	3.68	4,504.91	0
CalTrust - Medium Term	CalTrust2020	10/1/2015	N/A	4,373.83	0	0	0	0	3.57	4,373.83	0
CalTrust - Medium Term	CalTrust2020	8/3/2015	N/A	4,172.64	0	0	0	0	3.4	4,172.64	0
CalTrust - Medium Term	CalTrust2020	9/1/2015	N/A	4,183.54	0	0	0	0	3.42	4,183.54	0
CalTrust - Medium Term	CalTrust2020	11/2/2015	N/A	4,351.47	0	0	0	0	3.55	4,351.47	0
CalTrust - Medium Term	CalTrust2020	5/2/2016	N/A	0	4,950.28	0	0	0	0	4,950.28	0
<b>Sub Total/Average City of Gardena - CalTrust Medium Term</b>				<b>6,061,173.04</b>	<b>4,950.28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,950.28</b>	<b>6,066,123.32</b>	<b>0</b>
<b>City of Gardena - CalTrust Short Term</b>											
CalTrust - Short Term	CalTrust2010	11/2/2015	N/A	841.24	0	0	0	0	0.48	841.24	0
CalTrust - Short Term	CalTrust2010	7/1/2015	N/A	138.17	0	0	0	0	0.08	138.17	0
CalTrust - Short Term	CalTrust2010	8/3/2015	N/A	841.21	0	0	0	0	0.48	841.21	0
CalTrust - Short Term	CalTrust2010	6/26/2015	N/A	2,000,000.00	0	0	0	0	1,145.14	2,000,000.00	0
CalTrust - Short Term	CalTrust2010	2/1/2016	N/A	982.74	0	0	0	0	0.56	982.74	0
CalTrust - Short Term	CalTrust2010	4/1/2016	N/A	1,160.78	0	0	0	0	0.66	1,160.78	0
CalTrust - Short Term	CalTrust2010	3/31/2016	N/A	1,003.87	0	0	0	0	0.57	1,003.87	0
CalTrust - Short Term	CalTrust2010	1/4/2016	N/A	936.93	0	0	0	0	0.54	936.93	0
CalTrust - Short Term	CalTrust2010	10/1/2015	N/A	880.6	0	0	0	0	0.5	880.6	0
CalTrust - Short Term	CalTrust2010	9/1/2015	N/A	849.99	0	0	0	0	0.49	849.99	0
CalTrust - Short Term	CalTrust2010	12/1/2015	N/A	889.8	0	0	0	0	0.51	889.8	0
CalTrust - Short Term	CalTrust2010	5/2/2016	N/A	0	1,150.02	0	0	0	0	1,150.02	0
<b>Sub Total/Average City of Gardena - CalTrust Short Term</b>				<b>2,008,525.33</b>	<b>1,150.02</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,160.02</b>	<b>2,009,675.35</b>	<b>0</b>



**City of Gardena**  
**Monthly Activity - by Portfolio**  
**May 31, 2016**

Description	CUSIP/ Ticker	Settlement Date	Maturity Date	Beginning Cost Value	Buy Principal	Buy Accrued Interest	Sell Principal	Sell Accrued Interest	Interest/ Dividends	Ending Cost Value	Purchased Interest Outstanding
<b>City of Gardena - Fixed Income</b>											
ICB 0.4 5/22/2017	CD6553B	5/23/2015	5/22/2017	249,000.00	0	0	0	0	83	249,000.00	0
Sub Total/Average City of Gardena - Fixed Income				249,000.00	0	0	0	0	83	249,000.00	0
<b>City of Gardena - Liquid Assets</b>											
Local Agency Investment Fund LGIP	LGIP9326	6/30/2013	N/A	18,148,605.70	4,000,000.00	0	0	0	0	22,148,605.70	0
Sub Total/Average City of Gardena - Liquid Assets				18,148,605.70	4,000,000.00	0	0	0	0	22,148,605.70	0
<b>City of Gardena - US Bank</b>											
AMEX CENT BK 2 5/7/2020	02587DXU7	5/14/2015	5/7/2020	250,000.00	0	0	0	0	2,493.15	250,000.00	0
Apple Bank for Savings 0.85 10/16/2017	03784JQQ0	4/6/2016	10/16/2017	248,000.00	0	0	0	0	0	248,000.00	0
Bank NC Thom 1 6/19/2017	06414QTS8	12/19/2014	6/19/2017	248,000.00	0	0	0	0	203.84	248,000.00	0
Barclays Bk Delaware 2.1 8/13/2019	06740KHS9	8/13/2014	8/13/2019	248,000.00	0	0	0	0	0	248,000.00	0
BMW 2.2 9/30/2020	05560ACZ5	9/30/2015	9/30/2020	248,000.00	0	0	0	0	0	248,000.00	0
Capital One Bk USA 1.7 4/6/2021	140420XR6	4/6/2016	4/6/2021	248,000.00	0	0	0	0	0	248,000.00	0
Capital One NA 2.25 9/30/2020	14042RAK7	9/30/2015	9/30/2020	248,000.00	0	0	0	0	0	248,000.00	0
Cardinal Bk NH 0.65 9/26/2016	14147VDX1	3/26/2014	9/26/2016	248,000.00	0	0	0	0	132.49	248,000.00	0
Cathay Bk 0.75 12/14/2016	149159JW6	3/14/2014	12/14/2016	248,000.00	0	0	0	0	152.88	248,000.00	0
CIT Bank, UT 0.9 5/1/2017	17284CCY8	5/1/2013	5/1/2017	250,000.00	0	0	0	0	1,121.92	250,000.00	0
Comenity Capital, UT 1.1 10/17/2016	20033ACV6	10/15/2013	10/17/2016	250,000.00	0	0	0	0	226.03	250,000.00	0
Compass Bank, AL 2 10/9/2018	20451PFD3	10/9/2013	10/9/2018	248,000.00	0	0	0	0	0	248,000.00	0
Customers Bank 0.8 3/20/2017	23204HAW8	3/19/2014	3/20/2017	248,000.00	0	0	0	0	0	248,000.00	0
Discover 2 5/13/2020	254672NN4	5/14/2015	5/13/2020	250,000.00	0	0	0	0	2,493.15	250,000.00	0
Enerbank 1.7 12/18/2018	29266NG43	12/18/2014	12/18/2018	248,000.00	0	0	0	0	346.52	248,000.00	0
FFCB 1.42 4/29/2019-16	3133EED56	4/29/2015	4/29/2019	1,000,000.00	0	0	1,000,000.00	512.78	0	0	0
FFCB 1.72 5/4/2020-16	3133EEG46	5/4/2015	5/4/2020	1,000,000.00	0	0	1,000,000.00	0	8,600.00	0	0
FHLB 1 7/7/2017-15	3130A2E51	7/7/2014	7/7/2017	500,000.00	0	0	0	0	0	500,000.00	0
FHLB 1.7 10/19/2020-17	3130A6LO8	10/19/2015	10/19/2020	500,000.00	0	0	0	0	0	500,000.00	0
FHLMC 0.6 9/26/2016-14	3134G4Z35	3/26/2014	9/26/2016	500,000.00	0	0	0	0	0	500,000.00	0
FHLMC 1 7/27/2018-17	3134G8XA2	4/27/2016	7/27/2018	1,000,000.00	0	0	0	0	0	1,000,000.00	0



City of Gardena  
 Monthly Activity - by Portfolio  
 May 31, 2016

Description	CUSIP/ Ticker	Settlement Date	Maturity Date	Beginning Cost Value	Buy Principal	Buy Accrued Interest	Sell Principal	Sell Accrued Interest	Interest/ Dividends	Ending Cost Value	Purchased Interest Outstanding
FHLMC 1.7 1/28/2021-16	3134G8WK1	4/28/2016	1/28/2021	500,000.00	0	0	0	0	0	500,000.00	0
First Bus Bk 1.55 3/6/2020	31938QL36	5/8/2015	3/6/2020	248,000.00	0	0	0	0	1,916.73	248,000.00	0
FNMA 1.01 10/26/2018-16	3136G2PJ0	10/26/2015	10/26/2018	500,000.00	0	0	0	0	0	500,000.00	0
FNMA 1.6 11/15/2018-16	3136G23H8	8/15/2014	11/15/2018	500,000.00	0	0	0	0	4,000.00	500,000.00	0
FNMA 1.6 5/19/2020-17	3136G2HF7	5/19/2015	5/19/2020	1,000,000.00	0	0	0	0	8,000.00	1,000,000.00	0
FNMA 2 10/7/2019-16	3136G26Z5	10/10/2014	10/7/2019	500,000.00	0	0	0	0	0	500,000.00	0
Goldman Sachs 2.3 11/25/2020	38148J3E9	11/25/2015	11/25/2020	245,000.00	0	0	0	0	2,809.78	245,000.00	0
Investors Comm Bk 1.5 2/26/2021	46147JURQ5	3/31/2016	2/26/2021	248,000.00	0	0	0	0	305.75	248,000.00	0
Key Bank 1.35 10/15/2018	49306SVH6	10/14/2015	10/15/2018	248,000.00	0	0	0	0	0	248,000.00	0
Leumi NY Bk 2 12/17/2019	063248EY0	12/17/2014	12/17/2019	248,000.00	0	0	0	0	0	248,000.00	0
MB Financial Bk 1.4 4/15/2021	55266CRD0	4/15/2016	4/15/2021	248,000.00	0	0	0	0	285.37	248,000.00	0
Medallion Bk Utah 1.2 4/26/2019	58403B3T1	4/26/2016	4/26/2019	248,000.00	0	0	0	0	244.6	248,000.00	0
Meridian 0.9 9/29/2017	58958PCL6	3/31/2015	9/29/2017	248,000.00	0	0	0	0	183.45	248,000.00	0
Merrick 0.7 6/30/2016	59013JCU1	12/30/2014	6/30/2016	248,000.00	0	0	0	0	142.68	248,000.00	0
Morton Cmnty Bk 1.05 4/10/2018	619165GAS	4/10/2015	4/10/2018	248,000.00	0	0	0	0	214.03	248,000.00	0
Nebraska St Bk & Trust Broken Bow 1.2 1/15/202	63969ABR4	4/15/2016	1/15/2020	248,000.00	0	0	0	0	244.6	248,000.00	0
Riverwood Bank, MN 1.25 10/10/2017	76951DAD2	10/8/2013	10/10/2017	248,000.00	0	0	0	0	0	248,000.00	0
Sallie Mae Bk 2 1 8/13/2019	795450SJ5	8/13/2014	8/13/2019	248,000.00	0	0	0	0	0	248,000.00	0
Toyota Motor Credit Var. Corp 4/30/2018	89236TAJ4	4/30/2013	4/30/2018	1,000,000.00	0	0	0	0	0	1,000,000.00	0
Wash Tr Co West 0.8 3/20/2017	940637FU0	3/19/2014	3/20/2017	248,000.00	0	0	0	0	0	248,000.00	0
WELL FARGO 1.55 11/19/2018	9497482T3	11/18/2015	11/19/2018	248,000.00	0	0	0	0	315.95	248,000.00	0
<b>Sub Total/Average City of Gardena - US Bank</b>				<b>15,945,000.00</b>	<b>0</b>	<b>0</b>	<b>2,000,000.00</b>	<b>512.78</b>	<b>34,432.92</b>	<b>13,945,000.00</b>	<b>0</b>
<b>Total / Average</b>				<b>42,412,304.07</b>	<b>4,006,100.30</b>	<b>0</b>	<b>2,000,000.00</b>	<b>512.78</b>	<b>40,616.22</b>	<b>44,418,404.37</b>	<b>0</b>



**City of Gardena**  
**Portfolio Holdings**  
**Interest Earned During Period - Book Value**  
**April 30, 2016**

Description	CUSIP/ Ticker	Sell Accrued Interest	Buy Accrued Interest	Interest/ Dividends	Amortized Discount	Amortized Premium	Difference in Accrued Interest	Interest Earned During Period-BV
<b>City of Gardena - CalTrust Medium Term</b>								
CalTrust - Medium Term	CalTrust2020	0	0	3.92	N/A	N/A	0	3.92
CalTrust - Medium Term	CalTrust2020	0	0	0.56	N/A	N/A	0	0.56
CalTrust - Medium Term	CalTrust2020	0	0	5.51	N/A	N/A	0	5.51
CalTrust - Medium Term	CalTrust2020	0	0	4,915.00	N/A	N/A	0	4,915.00
CalTrust - Medium Term	CalTrust2020	0	0	3.84	N/A	N/A	0	3.84
CalTrust - Medium Term	CalTrust2020	0	0	3.83	N/A	N/A	0	3.83
CalTrust - Medium Term	CalTrust2020	0	0	3.68	N/A	N/A	0	3.68
CalTrust - Medium Term	CalTrust2020	0	0	3.57	N/A	N/A	0	3.57
CalTrust - Medium Term	CalTrust2020	0	0	3.4	N/A	N/A	0	3.4
CalTrust - Medium Term	CalTrust2020	0	0	3.42	N/A	N/A	0	3.42
CalTrust - Medium Term	CalTrust2020	0	0	3.55	N/A	N/A	0	3.55
CalTrust - Medium Term	CalTrust2020	0	0	0	N/A	N/A	0	0
<b>Sub Total/Average City of Gardena - CalTrust Medium Term</b>		<b>0</b>	<b>0</b>	<b>4,950.28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,950.28</b>
<b>City of Gardena - CalTrust Short Term</b>								
CalTrust - Short Term	CalTrust2010	0	0	0.48	N/A	N/A	0	0.48
CalTrust - Short Term	CalTrust2010	0	0	0.08	N/A	N/A	0	0.08
CalTrust - Short Term	CalTrust2010	0	0	0.48	N/A	N/A	0	0.48
CalTrust - Short Term	CalTrust2010	0	0	1,145.14	N/A	N/A	0	1,145.14
CalTrust - Short Term	CalTrust2010	0	0	0.56	N/A	N/A	0	0.56
CalTrust - Short Term	CalTrust2010	0	0	0.66	N/A	N/A	0	0.66
CalTrust - Short Term	CalTrust2010	0	0	0.57	N/A	N/A	0	0.57
CalTrust - Short Term	CalTrust2010	0	0	0.54	N/A	N/A	0	0.54
CalTrust - Short Term	CalTrust2010	0	0	0.5	N/A	N/A	0	0.5
CalTrust - Short Term	CalTrust2010	0	0	0.49	N/A	N/A	0	0.49
CalTrust - Short Term	CalTrust2010	0	0	0.51	N/A	N/A	0	0.51
CalTrust - Short Term	CalTrust2010	0	0	0	N/A	N/A	0	0
<b>Sub Total/Average City of Gardena - CalTrust Short Term</b>		<b>0</b>	<b>0</b>	<b>1,150.02</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,150.02</b>



City of Gardena  
Portfolio Holdings  
Interest Earned During Period - Book Value  
April 30, 2016

Description	CUSIP/ Ticker	Sell Accrued Interest	Buy Accrued Interest	Interest/ Dividends	Amortized Discount	Amortized Premium	Difference in Accrued Interest	Interest Earned During Period-BV
<b>City of Gardena - Fixed Income</b>								
ICB 0.4 5/22/2017	CD6553B	0	0	83	0	0	2.73	85.73
<b>Sub Total/Average City of Gardena - Fixed Income</b>		<b>0</b>	<b>0</b>	<b>83</b>	<b>0</b>	<b>0</b>	<b>2.73</b>	<b>85.73</b>
<b>City of Gardena - Liquid Assets</b>								
Local Agency Investment Fund LGIP	LGIP9326	0	0	0	0	0	0	0
<b>Sub Total/Average City of Gardena - Liquid Assets</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>City of Gardena - US Bank</b>								
AMEX CENT BK 2 5/7/2020	02587DXU7	0	0	2,493.15	0	0	-2,068.49	424.66
Apple Bank for Savings 0.85 10/16/2017	03784JQQ0	0	0	0	0	0	179.03	179.03
Bank NC Thom 1 6/19/2017	06414QTS8	0	0	203.84	0	0	6.79	210.63
Barclays Bk Delaware 2.1 8/13/2019	06740KHS9	0	0	0	0	0	442.33	442.33
BMW 2.2 9/30/2020	05580ACZ5	0	0	0	0	0	463.38	463.38
Capital One Bk USA 1.7 4/6/2021	140420XR6	0	0	0	0	0	358.07	358.07
Capital One NA 2.25 9/30/2020	14042RAK7	0	0	0	0	0	473.92	473.92
Cardinal Bk NH 0.65 9/26/2016	14147VDX1	0	0	132.49	0	0	4.41	136.9
Cathay Bk 0.75 12/14/2016	149159JW6	0	0	152.88	0	0	5.1	157.98
CIT Bank, UT 0.9 5/1/2017	17284CCY8	0	0	1,121.92	0	0	-930.82	191.1
Comenity Capital, UT 1.1 10/17/2016	20033ACV6	0	0	226.03	0	0	7.54	233.57
Compass Bank, AL 2 10/9/2018	20451PFD3	0	0	0	0	0	421.26	421.26
Customers Bank 0.8 3/20/2017	23204HAW8	0	0	0	0	0	168.5	168.5
Discover 2 5/13/2020	254672NN4	0	0	2,493.15	0	0	-2,068.49	424.66
Enerbank 1.7 12/18/2018	29266NG43	0	0	346.52	0	0	11.55	358.07
FFCB 1.42 4/29/2019-16	3133EED56	512.78	0	0	0	0	-39.44	473.34
FFCB 1.72 5/4/2020-16	3133EEG46	0	0	8,600.00	0	0	-8,408.89	191.11
FHLB 1 7/7/2017-15	3130A2E51	0	0	0	0	0	430.56	430.56
FHLB 1.7 10/19/2020-17	3130A6LQ8	0	0	0	0	0	731.95	731.95
FHLMC 0.6 9/26/2016-14	3134G4Z35	0	0	0	0	0	258.34	258.34
FHLMC 1 7/27/2018-17	3134G8XA2	0	0	0	0	0	861.11	861.11



City of Gardena  
Portfolio Holdings  
Interest Earned During Period - Book Value  
April 30, 2016

Description	CUSIP/ Ticker	Sell Accrued Interest	Buy Accrued Interest	Interest/ Dividends	Amortized Discount	Amortized Premium	Difference in Accrued Interest	Interest Earned During Period-BV
FHLMC 1.7 1/28/2021-16	3134G8WK1	0	0	0	0	0	731.95	731.95
First Bus Bk 1.55 3/6/2020	31938QL36	0	0	1,916.73	0	0	-1,590.26	326.47
FNMA 1.01 10/26/2018-16	3136G2PJ0	0	0	0	0	0	434.86	434.86
FNMA 1.6 11/15/2018-16	3136G23H8	0	0	4,000.00	0	0	-3,311.11	688.89
FNMA 1.6 5/19/2020-17	3136G2HF7	0	0	8,000.00	0	0	-6,622.23	1,377.77
FNMA 2 10/7/2019-16	3136G26Z5	0	0	0	0	0	861.11	861.11
Goldman Sachs 2.3 11/25/2020	38148J3E9	0	0	2,809.78	0	0	-2,331.19	478.59
Investors Comm Bk 1.5 2/26/2021	46147URQ5	0	0	305.75	0	0	0	305.75
Key Bank 1.35 10/15/2018	49306SVH6	0	0	0	0	0	284.35	284.35
Leurni NY Bk 2 12/17/2019	063248EY0	0	0	0	0	0	421.26	421.26
MB Financial Bk 1.4 4/15/2021	55266CRD0	0	0	285.37	0	0	9.52	294.89
Medallion Bk Utah 1.2 4/26/2019	58403B3T1	0	0	244.6	0	0	8.16	252.76
Meridian 0.9 9/29/2017	58958PCL6	0	0	183.45	0	0	6.11	189.56
Merrick 0.7 6/30/2016	59013JCU1	0	0	142.68	0	0	4.76	147.44
Morton Cmnty Bk 1.05 4/10/2018	619165GA5	0	0	214.03	0	0	7.14	221.17
Nebraska St Bk & Trust Broken Bow 1.2 1/15/	63969ABR4	0	0	244.6	0	0	8.15	252.75
Riverwood Bank, MN 1.25 10/10/2017	76951DAD2	0	0	0	0	0	263.29	263.29
Sallie Mae Bk 2.1 8/13/2019	795450SJ5	0	0	0	0	0	442.33	442.33
Toyota Motor Credit Var. Corp 4/30/2018	89236TAJ4	0	0	0	0	0	738.83	738.83
Wash Tr Co West 0.8 3/20/2017	940637FU0	0	0	0	0	0	168.5	168.5
WELL FARGO 1.55 11/19/2018	9497482T3	0	0	315.95	0	0	10.53	326.48
<b>Sub Total/Average City of Gardena - US Bank</b>		<b>512.78</b>	<b>0</b>	<b>34,432.92</b>	<b>0</b>	<b>0</b>	<b>-18,146.23</b>	<b>16,799.47</b>
<b>Total / Average</b>		<b>512.78</b>	<b>0</b>	<b>40,616.22</b>	<b>0</b>	<b>0</b>	<b>-18,143.50</b>	<b>22,985.50</b>

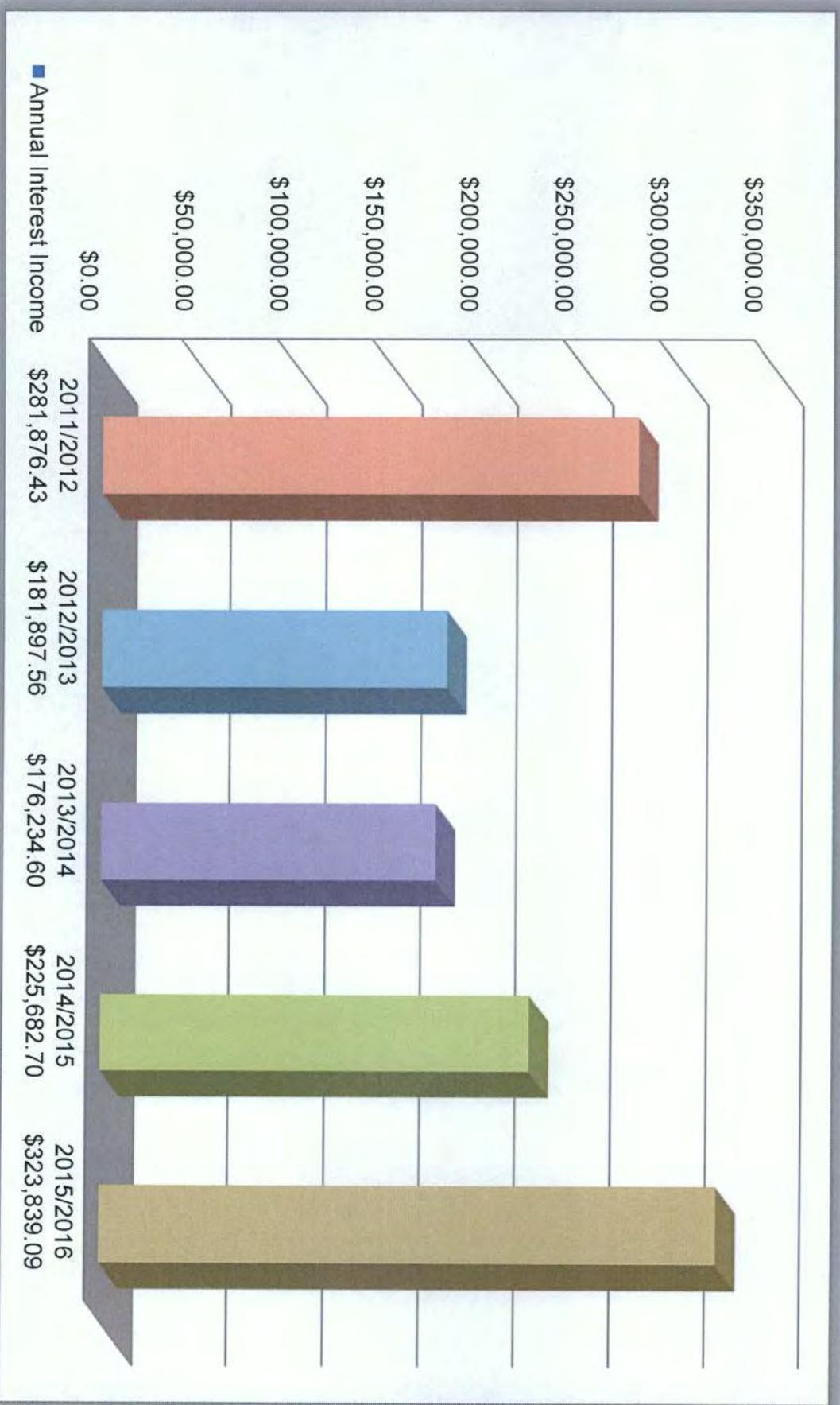
**Monthly Portfolio Balances**  
**Fiscal Years 2010/2011 through 2015/2016**

<b>Average Annual Portfolio</b>	<b>Fiscal Year</b>	<b>Annual Interest Income</b>
\$ 34,939,099.72	2011/2012	\$281,876.43
\$ 35,200,625.70	2012/2013	\$181,897.56
\$ 41,984,315.33	2013/2014	\$176,234.60
\$ 47,248,923.96	2014/2015	\$225,682.70
\$ 41,921,467.32	2015/2016	\$323,839.09

<b>Portfolio</b>	<b>2011/2012</b>	<b>2012/2013</b>	<b>2013/2014</b>	<b>2014/2015</b>	<b>2015/2016</b>
July	36,512,779.56	32,370,862.84	41,296,919.90	39,934,618.16	44,344,002.47
August	34,764,275.56	32,470,862.84	43,981,082.33	47,326,618.16	43,850,390.47
September	32,530,171.56	32,070,862.84	41,881,084.18	47,226,618.16	41,752,801.86
October	34,143,924.26	30,288,799.70	39,343,647.38	45,293,716.40	39,773,348.62
November	32,351,680.26	27,738,799.70	37,593,647.38	44,693,716.40	38,774,975.22
December	30,851,693.73	29,038,799.70	36,293,647.38	45,685,716.40	41,081,856.69
January	35,050,770.01	34,304,357.71	41,509,709.38	48,705,206.89	44,201,585.16
February	36,281,004.01	34,494,357.71	41,909,709.38	49,705,206.89	41,382,640.37
March	35,678,679.01	41,949,357.71	42,751,709.38	47,953,229.92	39,143,831.25
April	34,300,739.54	41,472,125.52	45,217,475.76	48,772,146.70	42,412,304.06
May	41,251,739.54	43,105,142.12	47,416,575.76	53,270,146.70	44,418,404.36
June	35,551,739.54	43,103,180.00	44,616,575.76	48,420,146.70	
<b>Average</b>	<b>34,939,099.72</b>	<b>35,200,625.70</b>	<b>41,984,315.33</b>	<b>47,248,923.96</b>	<b>41,921,467.32</b>

<b>Treasury Rates as of May 31, 2016</b>	<b>LAI/F Rate</b>	<b>Our Rate of Return</b>
3 Month	0.335%	1st QTR 2016
6 Month	0.470%	0.46%
1 Year	0.672%	May 2016
		0.700%

Interest Earnings  
Fiscal Years 2011/2012 through 2015/2016





City of Gardena  
 Portfolio Holdings  
 GASB 31 Compliance Detail  
 May 31, 2016

Description	CUSIP/ Ticker	Settlement Date	Maturity Date	Beginning Face Amount/ Shares	Beginning MV	Buy Principal	Sell Principal	Change in MV	Ending MV	Ending Face Amount/Shares
<b>Certificate Of Deposit</b>										
ICB 0.4 5/22/2017	CD6553B	5/23/2015	5/22/2017	249,000.00	249,000.00	0	0	0	249,000.00	249,000.00
Sub Total/Average Certificate Of Deposit				249,000.00	249,000.00	0	0	0	249,000.00	249,000.00
<b>Corporate Bond</b>										
Toyota Motor Credit Var. Corp 4/30/2018	89236TAJ4	4/30/2013	4/30/2018	1,000,000.00	998,460.00	0	0	60	998,520.00	1,000,000.00
Sub Total/Average Corporate Bond				1,000,000.00	998,460.00	0	0	60	998,520.00	1,000,000.00
<b>FFCB Bond</b>										
FFCB 1.42 4/29/2019-16	3133EED56	4/29/2015	4/29/2019	1,000,000.00	1,000,010.00	0	1,000,000.00	-10	0	0
FFCB 1.72 5/4/2020-16	3133EEG46	5/4/2015	5/4/2020	1,000,000.00	1,000,010.00	0	1,000,000.00	-10	0	0
Sub Total/Average FFCB Bond				2,000,000.00	2,000,020.00	0	2,000,000.00	-20	0	0
<b>FHLB Bond</b>										
FHLB 1 7/7/2017-15	3130AZE51	7/7/2014	7/7/2017	500,000.00	501,910.00	0	0	-595	501,315.00	500,000.00
FHLB 1.7 10/19/2020-17	3130A6LC8	10/19/2015	10/19/2020	500,000.00	502,815.00	0	0	-710	502,105.00	500,000.00
Sub Total/Average FHLB Bond				1,000,000.00	1,004,725.00	0	0	-1,305.00	1,003,420.00	1,000,000.00
<b>FHLMC Bond</b>										
FHLMC 0.6 9/26/2016-14	3134G4Z35	3/26/2014	9/26/2016	500,000.00	500,515.00	0	0	-120	500,395.00	500,000.00
FHLMC 1 7/27/2018-17	3134G8XA2	4/27/2016	7/27/2018	1,000,000.00	999,730.00	0	0	-2,630.00	997,100.00	1,000,000.00
FHLMC 1.7 1/28/2021-16	3134G8WK1	4/28/2016	1/28/2021	500,000.00	500,050.00	0	0	-1,515.00	498,535.00	500,000.00
Sub Total/Average FHLMC Bond				2,000,000.00	2,000,295.00	0	0	-4,265.00	1,996,030.00	2,000,000.00
<b>FNMA Bond</b>										
FNMA 1.01 10/26/2018-16	3136G2PJ0	10/26/2015	10/26/2018	500,000.00	500,370.00	0	0	-240	500,130.00	500,000.00
FNMA 1.6 11/15/2018-16	3136G23H8	8/15/2014	11/15/2018	500,000.00	501,380.00	0	0	-455	500,925.00	500,000.00
FNMA 1.6 5/19/2020-17	3136G2HF7	5/19/2015	5/19/2020	1,000,000.00	1,002,250.00	0	0	-950	1,001,300.00	1,000,000.00
FNMA 2 10/7/2019-16	3136G26Z5	10/10/2014	10/7/2019	500,000.00	501,700.00	0	0	-465	501,235.00	500,000.00
Sub Total/Average FNMA Bond				2,500,000.00	2,505,700.00	0	0	-2,110.00	2,503,590.00	2,500,000.00
<b>Local Government Investment Pool</b>										
Local Agency Investment Fund LGIP	LGIP9326	6/30/2013	N/A	18,148,605.70	18,148,605.70	4,000,000.00	0	0	22,148,605.70	22,148,605.70
Sub Total/Average Local Government Investment Pool				18,148,605.70	18,148,605.70	4,000,000.00	0	0	22,148,605.70	22,148,605.70



City of Gardena  
 Portfolio Holdings  
 GASB 31 Compliance Detail  
 May 31, 2016

Description	CUSIP/ Ticker	Settlement Date	Maturity Date	Beginning Face Amount/ Shares	Beginning MV	Buy Principal	Sell Principal	Change in MV	Ending MV	Ending Face Amount/Shares
<b>Mutual Fund</b>										
CallTrust - Medium Term	CallTrust2020	2/1/2016	N/A	476.72	4,810.09	0	0	-4.77	4,805.33	476.72
CallTrust - Medium Term	CallTrust2020	7/1/2015	N/A	67.67	682.82	0	0	-0.65	682.14	67.67
CallTrust - Medium Term	CallTrust2020	4/1/2016	N/A	670.57	6,766.01	0	0	-6.74	6,759.31	670.57
CallTrust - Medium Term	CallTrust2020	6/26/2015	N/A	598,205.91	6,035,897.67	0	0	-5,982.06	6,029,915.59	598,205.91
CallTrust - Medium Term	CallTrust2020	1/4/2016	N/A	467.83	4,720.40	0	0	-4.67	4,715.73	467.83
CallTrust - Medium Term	CallTrust2020	3/1/2016	N/A	466.28	4,704.80	0	0	-4.64	4,700.13	466.28
CallTrust - Medium Term	CallTrust2020	12/1/2015	N/A	448.25	4,522.84	0	0	-4.48	4,518.36	448.25
CallTrust - Medium Term	CallTrust2020	10/1/2015	N/A	433.91	4,378.17	0	0	-4.32	4,373.83	433.91
CallTrust - Medium Term	CallTrust2020	8/3/2015	N/A	414.36	4,180.92	0	0	-4.11	4,176.78	414.36
CallTrust - Medium Term	CallTrust2020	9/1/2015	N/A	416.27	4,200.19	0	0	-4.13	4,196.03	416.27
CallTrust - Medium Term	CallTrust2020	11/2/2015	N/A	432.12	4,360.11	0	0	-4.3	4,355.79	432.12
CallTrust - Medium Term	CallTrust2020	5/2/2016	N/A	0	0	4,950.28	0	-4.89	4,945.37	490.61
CallTrust - Short Term	CallTrust2010	11/2/2015	N/A	83.96	841.24	0	0	-0.04	841.24	83.96
CallTrust - Short Term	CallTrust2010	7/1/2015	N/A	13.79	138.17	0	0	-0.01	138.17	13.79
CallTrust - Short Term	CallTrust2010	8/3/2015	N/A	83.95	841.21	0	0	0.03	841.21	83.95
CallTrust - Short Term	CallTrust2010	6/26/2015	N/A	199,600.80	1,999,999.98	0	0	-0.02	1,999,999.98	199,600.80
CallTrust - Short Term	CallTrust2010	2/1/2016	N/A	98.08	982.74	0	0	-0.02	982.74	98.08
CallTrust - Short Term	CallTrust2010	4/1/2016	N/A	115.85	1,160.78	0	0	-0.04	1,160.78	115.85
CallTrust - Short Term	CallTrust2010	3/31/2016	N/A	100.19	1,003.87	0	0	-0.03	1,003.87	100.19
CallTrust - Short Term	CallTrust2010	1/4/2016	N/A	93.6	937.86	0	0	-0.01	937.86	93.6
CallTrust - Short Term	CallTrust2010	10/1/2015	N/A	87.88	880.6	0	0	0.04	880.6	87.88
CallTrust - Short Term	CallTrust2010	9/1/2015	N/A	84.83	849.99	0	0	-0.01	849.99	84.83
CallTrust - Short Term	CallTrust2010	12/1/2015	N/A	88.8	889.8	0	0	0.02	889.8	88.8
CallTrust - Short Term	CallTrust2010	5/2/2016	N/A	0	0	1,150.02	0	0.02	1,150.02	114.77
<b>Sub Total/Average Mutual Fund</b>				<b>802,951.62</b>	<b>8,087,750.26</b>	<b>6,100.30</b>	<b>0</b>	<b>-6,029.83</b>	<b>8,087,820.65</b>	<b>803,557.00</b>
<b>Negotiable Certificate Of Deposit</b>										
AMEX CENT BK 2 5/7/2020	02587DXU7	5/14/2015	5/7/2020	250,000.00	253,347.50	0	0	2,012.50	255,360.00	250,000.00
Apple Bank for Savings 0.85 10/16/2017	03784JQQ0	4/6/2016	10/16/2017	248,000.00	248,262.88	0	0	215.76	248,478.64	248,000.00
Bank NC Thom 1 6/19/2017	06414QTS8	12/19/2014	6/19/2017	248,000.00	248,540.64	0	0	64.48	248,605.12	248,000.00
Barclays Bk Delaware 2.1 8/13/2019	06740KHS9	8/13/2014	8/13/2019	248,000.00	252,198.64	0	0	1,594.64	253,793.28	248,000.00
BMW 2.2 9/30/2020	05580ACZ5	9/30/2015	9/30/2020	248,000.00	254,165.28	0	0	1,778.16	255,943.44	248,000.00



City of Gardena  
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 GASB 31 Compliance Detail  
 May 31, 2016

Description	CUSIP/ Ticker	Settlement Date	Maturity Date	Beginning Face Amount/ Shares	Beginning MV	Buy Principal	Sell Principal	Change in MV	Ending MV	Ending Face Amount/Shares
Capital One Bk USA 1.7 4/6/2021	140420XR6	4/6/2016	4/6/2021	248,000.00	249,867.44	0	0	1,460.72	251,328.16	248,000.00
Capital One NA 2.25 9/30/2020	14042RAK7	9/30/2015	9/30/2020	248,000.00	254,157.84	0	0	1,775.68	255,933.52	248,000.00
Cardinal Bk Ntl 0.65 9/26/2016	14147VDX1	3/26/2014	9/26/2016	248,000.00	248,099.20	0	0	42.16	248,141.36	248,000.00
Cathay Bk 0.75 12/14/2016	149159JW6	3/14/2014	12/14/2016	248,000.00	248,203.36	0	0	47.12	248,250.48	248,000.00
CIT Bank, UT 0.9 5/1/2017	17284CCY8	5/1/2013	5/1/2017	250,000.00	251,112.50	0	0	25	251,137.50	250,000.00
Comenly Capital, UT 1.1 10/17/2016	20033ACV6	10/15/2013	10/17/2016	250,000.00	250,607.50	0	0	-37.5	250,570.00	250,000.00
Compass Bank, AL 2 10/9/2018	20451PFD3	10/9/2013	10/9/2018	248,000.00	252,508.64	0	0	654.72	253,163.36	248,000.00
Customers Bank 0.8 3/20/2017	23204HAW8	3/19/2014	3/20/2017	248,000.00	248,870.48	0	0	-538.16	248,332.32	248,000.00
Discover 2.5/13/2020	254672NN4	5/14/2015	5/13/2020	250,000.00	253,337.50	0	0	2,012.50	255,350.00	250,000.00
Enerbank 1.7 12/18/2018	29266NG43	12/18/2014	12/18/2018	248,000.00	250,356.00	0	0	947.36	251,303.36	248,000.00
First Bus Bk 1.55 3/6/2020	31938QL36	5/8/2015	3/6/2020	248,000.00	251,429.84	0	0	1,931.92	253,361.76	248,000.00
Goldman Sachs 2.3 11/25/2020	38148J3E9	11/25/2015	11/25/2020	245,000.00	250,485.55	0	0	1,663.55	252,149.10	245,000.00
Investors Comm Bk 1.5 2/26/2021	46147URQ5	3/31/2016	2/26/2021	248,000.00	249,798.00	0	0	1,557.44	251,355.44	248,000.00
Key Bank 1.35 10/15/2018	49306SVH6	10/14/2015	10/15/2018	248,000.00	250,683.36	0	0	729.12	251,412.48	248,000.00
Leumi NY Bk 2 12/17/2019	063248EY0	12/17/2014	12/17/2019	248,000.00	252,910.40	0	0	1,775.68	254,686.08	248,000.00
MB Financial Bk 1.4 4/15/2021	55266CRD0	4/15/2016	4/15/2021	248,000.00	249,852.56	0	0	1,453.28	251,305.84	248,000.00
Medallion Bk Utah 1.2 4/26/2019	58403B3T1	4/26/2016	4/26/2019	248,000.00	247,878.48	0	0	1,505.36	249,383.84	248,000.00
Meridian 0.9 9/29/2017	58958PCL6	3/31/2015	9/29/2017	248,000.00	248,910.16	0	0	168.64	249,078.80	248,000.00
Merrick 0.7 6/30/2016	59013JCU1	12/30/2014	6/30/2016	248,000.00	248,094.24	0	0	-19.84	248,074.40	248,000.00
Morton Cmnty Bk 1.05 4/10/2018	619165GA5	4/10/2015	4/10/2018	248,000.00	247,628.00	0	0	565.44	248,193.44	248,000.00
1/15/202	63969ABR4	4/15/2016	1/15/2020	248,000.00	248,964.72	0	0	1,904.64	250,869.36	248,000.00
Riverwood Bank, MN 1.25 10/10/2017	76951DAD2	10/8/2013	10/10/2017	248,000.00	250,445.28	0	0	99.2	250,544.48	248,000.00
Sallie Mae Bk 2.1 8/13/2019	795450SJ5	8/13/2014	8/13/2019	248,000.00	252,278.00	0	0	1,594.64	253,872.64	248,000.00
Wash Tr Co West 0.8 3/20/2017	940637FU0	3/19/2014	3/20/2017	248,000.00	248,870.48	0	0	94.24	248,964.72	248,000.00
WELL FARGO 1.55 11/19/2018	9497482T3	11/18/2015	11/19/2018	248,000.00	250,313.84	0	0	843.2	251,157.04	248,000.00
<b>Sub Total/Average Negotiable Certificate Of Deposit</b>				<b>7,445,000.00</b>	<b>7,512,178.31</b>	<b>0</b>	<b>0</b>	<b>27,921.65</b>	<b>7,540,099.96</b>	<b>7,445,000.00</b>
<b>Total / Average</b>				<b>35,145,557.32</b>	<b>42,506,734.27</b>	<b>4,006,100.30</b>	<b>2,000,000.00</b>	<b>14,251.82</b>	<b>44,527,086.31</b>	<b>37,146,162.70</b>



City of Gardena  
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Description	CUSIP/ Ticker	Face Amount/ Shares	Book Value	Market Value	Moody's	S&P	% of Portfolio	Days To Maturity	Days To Call/Mat.	Maturity Date	Next Call Date	Duration To Mat.
<b>Certificate Of Deposit</b>												
ICB 0.4 5/22/2017	CD6553B	249,000.00	249,000.00	249,000.00	NR	NR	0.67	356	356	5/22/2017		0.97
<b>Sub Total / Average</b>		<b>249,000.00</b>	<b>249,000.00</b>	<b>249,000.00</b>			<b>0.67</b>	<b>356</b>	<b>356</b>			<b>0.97</b>
<b>Corporate Bond</b>												
Toyota Motor Credit Var. Corp 4/30/2018	89236TJ4	1,000,000.00	1,000,000.00	998,520.00	Aa3	AA-	2.69	699	699	4/30/2018		0
<b>Sub Total / Average</b>		<b>1,000,000.00</b>	<b>1,000,000.00</b>	<b>998,520.00</b>			<b>2.69</b>	<b>699</b>	<b>699</b>			<b>0</b>
<b>FHLB Bond</b>												
FHLB 1 7/7/2017-15	3130A2E51	500,000.00	500,000.00	501,315.00	Aaa	AA+	1.35	402	402	7/7/2017		1.09
FHLB 1.7 10/19/2020-17	3130A6LQ8	500,000.00	500,000.00	502,105.00	Aaa	AA+	1.35	1602	506	10/19/2020	10/19/2017	4.23
<b>Sub Total / Average</b>		<b>1,000,000.00</b>	<b>1,000,000.00</b>	<b>1,003,420.00</b>			<b>2.69</b>	<b>1002</b>	<b>454</b>			<b>2.66</b>
<b>FHLMC Bond</b>												
FHLMC 0.6 9/26/2016-14	3134G4Z35	500,000.00	500,000.00	500,395.00	Aaa	AA+	1.35	118	118	9/26/2016		0.32
FHLMC 1 7/27/2018-17	3134G8XA2	1,000,000.00	1,000,000.00	997,100.00	Aaa	AA+	2.69	787	331	7/27/2018	4/27/2017	2.14
FHLMC 1.7 1/28/2021-16	3134G8WK1	500,000.00	500,000.00	498,535.00	Aaa	AA+	1.35	1703	150	1/28/2021	10/28/2016	4.49
<b>Sub Total / Average</b>		<b>2,000,000.00</b>	<b>2,000,000.00</b>	<b>1,996,030.00</b>			<b>5.38</b>	<b>849</b>	<b>232</b>			<b>2.27</b>
<b>FNMA Bond</b>												
FNMA 1.01 10/26/2018-16	3136G2PJ0	500,000.00	500,000.00	500,130.00	Aaa	AA+	1.35	878	148	10/26/2018	10/26/2016	2.38
FNMA 1.6 11/15/2018-16	3136G3H8	500,000.00	500,000.00	500,925.00	Aaa	AA+	1.35	898	76	11/15/2018	8/15/2016	2.42
FNMA 1.6 5/19/2020-17	3136G2HF7	1,000,000.00	1,000,000.00	1,001,300.00	Aaa	AA+	2.69	1449	353	5/19/2020	5/19/2017	3.86
FNMA 2 10/7/2019-16	3136G26Z5	500,000.00	500,000.00	501,235.00	Aaa	AA+	1.35	1224	129	10/7/2019	10/7/2016	3.25
<b>Sub Total / Average</b>		<b>2,500,000.00</b>	<b>2,500,000.00</b>	<b>2,503,590.00</b>			<b>6.73</b>	<b>1180</b>	<b>212</b>			<b>3.15</b>
<b>Local Government Investment Pool</b>												
Local Agency Investment Fund LGIP	LGIP9326	22,148,605.70	22,148,605.70	22,148,605.70	NR	NR	59.63	1	1	N/A	N/A	0
<b>Sub Total / Average</b>		<b>22,148,605.70</b>	<b>22,148,605.70</b>	<b>22,148,605.70</b>			<b>59.63</b>	<b>1</b>	<b>1</b>			<b>0</b>
<b>Mutual Fund</b>												
CalTrust - Medium Term	CalTrust2020	598,205.91	6,017,951.47	6,029,915.59	NR	NR	1.61	N/A	N/A			N/A
CalTrust - Medium Term	CalTrust2020	476.72	4,800.56	4,805.33	NR	NR	0	N/A	N/A			N/A



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Description	CUSIP/ Ticker	Face Amount/ Shares	Book Value	Market Value	Moody's	S&P	% of Portfolio	Days To Maturity	Days To Call/Mat.	Maturity Date	Next Call Date	Duration To Mat.
CallTrust - Medium Term	CallTrust2020	448.25	4,504.91	4,518.36	NR	NR	0	N/A	N/A			N/A
CallTrust - Medium Term	CallTrust2020	467.83	4,692.34	4,715.73	NR	NR	0	N/A	N/A			N/A
CallTrust - Medium Term	CallTrust2020	466.28	4,695.47	4,700.13	NR	NR	0	N/A	N/A			N/A
CallTrust - Medium Term	CallTrust2020	67.67	680.79	682.14	NR	NR	0	N/A	N/A			N/A
CallTrust - Medium Term	CallTrust2020	414.36	4,172.64	4,176.78	NR	NR	0	N/A	N/A			N/A
CallTrust - Medium Term	CallTrust2020	433.91	4,373.83	4,373.83	NR	NR	0	N/A	N/A			N/A
CallTrust - Medium Term	CallTrust2020	432.12	4,351.47	4,355.79	NR	NR	0	N/A	N/A			N/A
CallTrust - Medium Term	CallTrust2020	490.61	4,950.28	4,945.37	NR	NR	0	N/A	N/A			N/A
CallTrust - Medium Term	CallTrust2020	670.57	6,766.01	6,759.31	NR	NR	0	N/A	N/A			N/A
CallTrust - Medium Term	CallTrust2020	416.27	4,183.54	4,196.03	NR	NR	0	N/A	N/A			N/A
CallTrust - Short Term	CallTrust2010	114.77	1,150.02	1,150.02	NR	NR	0	N/A	N/A			N/A
CallTrust - Short Term	CallTrust2010	13.79	138.17	138.17	NR	NR	0	N/A	N/A			N/A
CallTrust - Short Term	CallTrust2010	115.85	1,160.78	1,160.78	NR	NR	0	N/A	N/A			N/A
CallTrust - Short Term	CallTrust2010	100.19	1,003.87	1,003.87	NR	NR	0	N/A	N/A			N/A
CallTrust - Short Term	CallTrust2010	84.83	849.99	849.99	NR	NR	0	N/A	N/A			N/A
CallTrust - Short Term	CallTrust2010	83.96	841.24	841.24	NR	NR	0	N/A	N/A			N/A
CallTrust - Short Term	CallTrust2010	83.95	841.21	841.21	NR	NR	0	N/A	N/A			N/A
CallTrust - Short Term	CallTrust2010	87.88	880.6	880.6	NR	NR	0	N/A	N/A			N/A
CallTrust - Short Term	CallTrust2010	98.08	982.74	982.74	NR	NR	0	N/A	N/A			N/A
CallTrust - Short Term	CallTrust2010	93.6	936.93	937.86	NR	NR	0	N/A	N/A			N/A
CallTrust - Short Term	CallTrust2010	88.8	889.8	889.8	NR	NR	0	N/A	N/A			N/A
CallTrust - Short Term	CallTrust2010	199,600.80	2,000,000.00	1,999,999.98	NR	NR	0.54	N/A	N/A			N/A
<b>Sub Total / Average</b>		<b>803,557.00</b>	<b>8,075,798.66</b>	<b>8,087,820.65</b>			<b>2.16</b>	<b>N/A</b>	<b>N/A</b>			<b>N/A</b>

**Negotiable Certificate Of Deposit**

AMEX CENT BK 2 5/7/2020	02587DXU7	250,000.00	250,000.00	255,360.00	NR	NR	0.67	1437	1437	5/7/2020		3.8
Apple Bank for Savings 0.85 10/16/2017	03784JQQ0	248,000.00	248,000.00	248,478.64	NR	NR	0.67	503	503	10/16/2017		1.37
Bank NC Thom 1 6/19/2017	06414QTS8	248,000.00	248,000.00	248,605.12	None	None	0.67	384	384	6/19/2017		1.05
Barclays Bk Delaware 2.1 8/13/2019	06740KHS9	248,000.00	248,000.00	253,793.28	None	None	0.67	1169	1169	8/13/2019		3.1
BMW 2.2 9/30/2020	05580ACZ5	248,000.00	248,000.00	255,943.44	NR	NR	0.67	1583	1583	9/30/2020		4.14
Capital One BK USA 1.7 4/6/2021	140420XR6	248,000.00	248,000.00	251,328.16	NR	NR	0.67	1771	1771	4/6/2021		4.67
Capital One NA 2.25 9/30/2020	14042RAK7	248,000.00	248,000.00	255,933.52	NR	NR	0.67	1583	1583	9/30/2020		4.14
Cardinal Bk NH 0.65 9/26/2016	14147VDX1	248,000.00	248,000.00	248,141.36	NR	NR	0.67	118	118	9/26/2016		0.32

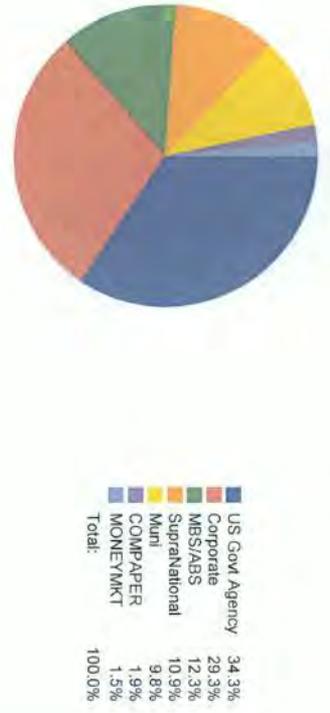


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Description	CUSIP/ Ticker	Face Amount/ Shares	Book Value	Market Value	Moody's	S&P	% of Portfolio	Days To Maturity	Days To Call/Mat	Maturity Date	Next Call Date	Duration To Mat.
Cathay Bk 0.75 12/14/2016	149159JW6	248,000.00	248,000.00	248,250.48	NR	NR	0.67	197	197	12/14/2016		0.54
CIT Bank, UT 0.9 5/1/2017	17284CQY8	250,000.00	250,000.00	251,137.50	NR	NR	0.67	335	335	5/1/2017		0.92
Comenly Capital, UT 1.1 10/17/2016	20033ACV6	250,000.00	250,000.00	250,570.00	NR	NR	0.67	139	139	10/17/2016		0.38
Compass Bank, AL 2 10/9/2018	20451PFD3	248,000.00	248,000.00	253,163.36	NR	NR	0.67	861	861	10/9/2018		2.31
Customers Bank 0.8 3/20/2017	23204HAW8	248,000.00	248,000.00	248,332.32	NR	NR	0.67	293	293	3/20/2017		0.8
Discover 2 5/13/2020	254672NN4	250,000.00	250,000.00	255,350.00	NR	NR	0.67	1443	1443	5/13/2020		3.82
Enerbank 1.7 12/18/2018	29266NG43	248,000.00	248,000.00	251,303.36	NR	NR	0.67	931	931	12/18/2018		2.49
First Bus Bk 1.55 3/6/2020	31938QL36	248,000.00	248,000.00	253,361.76	NR	NR	0.67	1375	1375	3/6/2020		3.67
Goldman Sachs 2.3 11/25/2020	38148J3E9	245,000.00	245,000.00	252,149.10	NR	NR	0.66	1639	1639	11/25/2020		4.29
Investors Comm Bk 1.5 2/26/2021	46147URQ5	248,000.00	248,000.00	251,355.44	NR	NR	0.67	1732	1732	2/26/2021		4.58
Key Bank 1.35 10/15/2018	49306SVH6	248,000.00	248,000.00	251,412.48	None	None	0.67	867	867	10/15/2018		2.34
Leumi NY Bk 2 12/17/2019	063248EY0	248,000.00	248,000.00	254,686.08	NR	NR	0.67	1295	1295	12/17/2019		3.41
MB Financial Bk 1.4 4/15/2021	55266CRD0	248,000.00	248,000.00	251,305.84	NR	NR	0.67	1780	1780	4/15/2021		4.71
Medallion Bk Utah 1.2 4/26/2019	58403B3T1	248,000.00	248,000.00	249,383.84	NR	NR	0.67	1060	1060	4/26/2019		2.85
Meridian 0.9 9/29/2017	58958PCL6	248,000.00	248,000.00	249,078.80	None	None	0.67	486	486	9/29/2017		1.32
Merrick 0.7 6/30/2016	59013JCU1	248,000.00	248,000.00	248,074.40	None	None	0.67	30	30	6/30/2016		0.08
Morton Cmnty Bk 1.05 4/10/2018	619165GAS	248,000.00	248,000.00	248,193.44	None	None	0.67	679	679	4/10/2018		1.84
Nebraska St Bk & Trust Broken Bow 1.2 1/6/39/2017	76951DAD2	248,000.00	248,000.00	250,869.36	NR	NR	0.67	1324	1324	1/15/2020		3.55
Riverwood Bank, MN 1.25 10/10/2017	76951DAD2	248,000.00	248,000.00	250,544.48	NR	NR	0.67	497	497	10/10/2017		1.35
Sallie Mae Bk 2.1 8/13/2019	795450SJS	248,000.00	248,000.00	253,872.64	None	None	0.67	1169	1169	8/13/2019		3.1
Wash Tr Co West 0.8 3/20/2017	940637FU0	248,000.00	248,000.00	248,964.72	NR	NR	0.67	293	293	3/20/2017		0.8
WELL FARGO 1.55 11/19/2018	9497482T3	248,000.00	248,000.00	251,157.04	NR	NR	0.67	902	902	11/19/2018		2.42
<b>Sub Total / Average</b>		<b>7,445,000.00</b>	<b>7,445,000.00</b>	<b>7,540,099.96</b>			<b>20.04</b>	<b>929</b>	<b>929</b>			<b>2.47</b>
<b>Total / Average</b>		<b>37,146,162.70</b>	<b>44,418,404.36</b>	<b>44,527,086.31</b>			<b>100</b>	<b>368</b>	<b>252</b>			<b>0.93</b>

	CalTrust Short Term	LAIF		CalTrust Short Term Total Return	CalTrust Short Term Yield Return	LAIF Yield Return
Market Value	\$1,099,042,753.22	N/A	One Month	0.05%	0.06%	0.05%
NAV per Share	\$10.02	N/A	Three Month	0.25%	0.18%	0.13%
Yield	0.73%	0.56%	Six Month	0.39%	0.32%	0.24%
Period Total Return	0.05%	N/A	One Year*	0.53%	0.58%	0.41%
Effective Duration	0.52 yrs.	N/A	Two Year*	0.44%	0.50%	0.34%
Average Maturity	1.12 yrs.	0.46 yrs.	Three Year*	0.46%	0.46%	0.31%
			Five Year*	0.43%	0.44%	0.32%
			Ten Year*	1.56%	1.53%	1.49%
			Since Inception*	1.81%	1.78%	1.72%

### Portfolio Sector Breakdown



### Portfolio Quality Breakdown

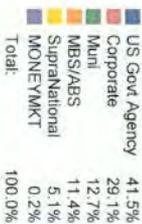


### Disclosure to Performance Information

- This performance information is based on an inception date of February 13, 2005, when the CalTrust Short-Term portfolio commenced investment operations according to its investment objective, and does not include any investment returns from temporary investments held before the commencement of those operations.
- First-month index returns, February 13-28, 2005, are intra-period and were calculated by calculating the average daily return during the month and multiplying the average daily return by number of days in the shortened period.
- Performance was calculated net of investment advisory and program administration fees.
- The Local Agency Investment Fund (LAIF) is a diversified portfolio managed by the State of California for local governments and special districts.
- Performance for the CalTRUST Short-Term Account is on a trade date basis. LAIF's monthly performance was calculated by taking the average monthly effective yield and dividing it by 365 then multiplying the result by the number of days in the month.
- Yield represents the 7-day net distribution on investments for the period.
- Rating source - Standard & Poor's.
- Past performance is no guarantee of future results.

	CalTrust Medium Term	Merrill Lynch 1-3 Corp & Gov't, A Rated & Above	CalTrust Medium Term Total Return	CalTrust Medium Term Yield Return	Merrill Lynch 1-3 Corp & Gov't, A Rated & Above
Market Value	\$912,456,381.21	N/A	One Month	0.08%	-0.08%
NAV per Share	\$10.08	N/A	Three Month	0.25%	0.27%
Distribution Yield	0.99%	N/A	Six Month	0.49%	0.83%
Period Return	-0.04%	N/A	One Year*	0.92%	0.90%
Effective Duration	1.78 yrs.	-0.08%	Two Year*	0.83%	0.88%
Average Maturity	2.03 yrs.	1.90 yrs.	Three Year*	0.78%	0.90%
		1.97 yrs.	Five Year*	0.87%	0.92%
			Ten Year*	2.16%	2.62%
			Since Inception*	2.14%	2.57%

## Portfolio Sector Breakdown



## Portfolio Quality Breakdown



## Disclosure to Performance Information

- This performance information is based on an inception date of February 13, 2005, when the CalTrust Medium-Term portfolio commenced investment operations according to its investment objective, and does not include any investment returns from temporary investments held before the commencement of those operations.
- Performance was calculated net of investment advisor and program administration fees.
- Yield represents the 7-day net distribution on investments for the period.
- Rating source - Standard & Poor's.
- Past performance is no guarantee of future results.



5. D. (1)  
CITY MANAGER  
Report No. P-2016-9  
Date: June 14, 2016

## CITY of GARDENA

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

1. Request City Council approval to *Revise* the job description for the position of Police Records Technician I, Schedule 33 (\$3,127 - \$3,990/month), in order to more appropriately reflect the current essential job duties of the position. This position has been reviewed by Gardena Municipal Employees Association (GMEA). See attached job description.
2. Report the *Resignation* of Finance and Administrative Services Manager, **RAPHAEL GUILLEN**, Schedule 128 (\$7,610 - \$9,715/month) effective June 15, 2016 within the Transportation Department.
3. Report the *Promotion* of **KIMBERLY IZAGUIRRE**, Police Assistant, Schedule 21 (\$2,325 - \$2,967/month), to the position of Police Service Officer, Schedule 39 (\$3,625 - \$4,626/month), effective June 19, 2016 within the Police Department.
4. Report that the *Family Medical/California Family Rights Act Leave* of the following employees:
  - a. **CHANITA GARDNER**, Bus Operator, effective June 6 through June 11, 2016 within the Transportation Department.
  - b. **JOSEPH LOH**, Transportation Administrative Manager, effective June 1 through June 17, 2016 within the Transportation Department.
  - c. **JAYCON SANCHEZ**, Police Officer, effective May 22, 2016 through June 18, 2016 within the Police Department.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Mitchell G. Lansdell'.

**MITCHELL G. LANSDSELL**  
City Manager/Human Resources Officer

cc: City Attorney  
City Clerk  
Human Resources  
Payroll



## ***POLICE RECORDS TECHNICIAN I***

### Job Summary

Under supervision of the Police Records Technician II, Administrative Support Services Supervisor and/or Administrative Services Manager, processes, files and maintains all types of data records and reports generated by the Police Department. Provides administrative and police records related to service to City employees, inter-agency personnel, as well as the general public. Carries out specialized clerical functions, writes correspondence, takes reports, and performs matron duties. This position must be staffed 24 hours daily; therefore, appointees may be assigned to any shift of the day or day of the week, and may be rotated among shifts and duties. May be required to work holidays, weekends and nights.

### Representative Duties

Clerical duties include typing, word processing, calculating, filing, teletyping, accepting subpoenas, microfilming and information retrieval. Prepares and maintains automated manual, microfilm filing, digital data systems and index systems on prisoners, criminal registrants and all other police operations; processes warrants and misdemeanor citations; prepares letters and reports to authorized persons or agencies; answers inquiries via telephone, mail, fax, and other digital formats at the Police Department business office. Processing arrestee's booking packages including running raps, CCHRS, wants and warrants and processing court packages. Other specialized duties may include processing applicants such as card club members, adult entertainers, massage technicians and City and Police employees, fingerprinting the public, vehicle and property releases, data entry of reports for accuracy and quality control issues. Cashiering procedures such as processing administrative booking fees, fees for report requests. Processing restraining orders such as accepting orders and entering them into the appropriate criminal justice database. Other duties as assigned that are related to records management, property and evidence data entry and management, physical and digital data management and retention.

### Organizational Responsibilities

Under supervision of Police Records Technician II, Administrative Support Services Supervisor and/or Administrative Services Manager, assists other Police Department personnel with specialized clerical functions in record keeping, management of prisoners, report requests, processing of court documents, subpoenas, warrants, restraining orders, citations and other related matters.

## **QUALIFICATIONS GUIDE**

### Education and Experience

Graduation from high school or GED, **AND** three (3) years within the last four (4) years of responsible general office/clerical experience. Experience in performing matron duties is desirable.

### Knowledge and Abilities

Must have knowledge of modern office methods, proper English vocabulary, grammar, spelling and punctuation; must be able to learn indexing and cross-referencing procedures and creation of orderly permanent filing systems; must be capable of operating business machines including computer, typewriter, teletype systems, telephone systems, fax, email, digital scanning machine, microfiche and photocopy equipment.

### Skills

Experience and/or aptitude in learning the operation of a variety of office equipment including but not limited to computers, cash register, digital scanning and/or microfiche equipment, calculators, fax and copy Machines. Proficiency in Microsoft Word, Excel and Outlook.



# City of Gardena City Council Meeting

Agenda Item No. 5. D. ( 2 )

CONSENT CALENDAR

Meeting Date: 06/14/2016

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: **APPROVAL OF FORTUNETELLING PERMIT  
EL CURACA AMAZONICO  
1121 WEST GARDENA BOULEVARD UNIT B, GARDENA, CA 90247**

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
<p>Approval of a New Fortunetelling Permit</p> <p><b><u>RECOMMENDATION AND STAFF SUMMARY:</u></b></p> <p>Staff respectfully recommends that the City Council approve a new Fortunetelling Permit for Applicant Claudia Segura, owner and operator of El Curaca Amazonico, located at 1121 West Gardena Boulevard Unit B, Gardena, CA 90247.</p> <p>Pursuant to Gardena Municipal Code (GMC) Section 5.40.020, no person shall conduct, engage in, carry on, participate in, or practice fortunetelling or cause the same to be done without first having obtained a permit from the City Council in accordance with the provisions of Section 5.04.160 of this Code.</p> <p>As required per Gardena Municipal Code Section 5.40.070 the applicant has submitted a \$10,000 surety bond to ensure good faith and fair dealing on the part of the applicant and as a guarantee of indemnity for any and all loss, damage, theft or other unfair dealings suffered by any patron of the applicant within the City during the term of the permit.</p> <p>Departmental inspections and/or investigations have revealed no reason to deny this request, provided the conditions imposed by the permit are met.</p>	
<p><b><u>FINANCIAL IMPACT/COST:</u></b></p> <p>N/A</p>	
<p><b><u>ATTACHMENTS:</u></b></p> <p>City of Gardena Application for Fortunetelling Permit Copy of Surety Bond Memorandum: Department Inspection &amp; Investigation-Police Department</p>	
<p>Submitted by: <u>Edward Medrano</u>, Edward Medrano, Director Police, Streets &amp; Development Services</p> <p>Concurred by: <u>Mitchell G. Lansdell</u>, Mitchell G. Lansdell, City Manager</p>	<p>Date: <u>6/8/16</u></p> <p>Date: <u>6/8/16</u></p>

\$489.00



City of Gardena

COMMUNITY DEVELOPMENT DEPARTMENT

1700 W. 162nd Street, Gardena CA 90247  
TEL: (310) 217-9530 FAX: (310) 217-9698 CASHIER\_COMDEV2

Validation Receipt

Payor: EL CURACA AMAZONICO

CHARGES-

0100020033220 \$ 489.00

FORTUNETELLING PERMIT

Sub-total \*\*\*\*\*00

Visa \$ 489.00

Fortunetelling Permit Application

The undersigned hereby makes application to the City Council of the City of Gardena, as required under the provisions of the Gardena Municipal Code (GMC) Section 5.40.010 through 5.40.120 to conduct the business or activity hereinafter referred to within said City, and in that connection supplies the following information, and makes the following statements:

Name of Applicant <i>Claudia Segura</i>	Phone No. <i>213 487 6060</i>
Home Address <i>5711 Ravenspur Dr. Apt 228 Rancho PIs. Vrd. CA 90275</i>	
Name of Business <i>El Curaca Amazonico</i>	Phone No. <i>213 487 6060</i>
Business Address <i>1121 #B Gardena Blvd. Gardena CA 90247</i>	
List any and all aliases or nicknames by which the applicant has been known: <i>Montenegro Rosa Vanessa.</i>	
Location of proposed fortunetelling activity <i>1121 #B Gardena Blvd. Gardena CA 90247</i>	
The type and nature of activity proposed (please give detailed description) <i>Tarot card reading, Palm reading, Spiritual guidance, Fortune Telling.</i>	
Explain in detail the past experience the applicant has had in connection with the proposed business for which the permit is requested <i>Tarot card reading, Palm reading, Spiritual guidance, Fortune telling. El Curaca Blanco Inc. 2000-2010 - Botanica Loretha 2002-2008 - Botanica El Chamán Peruano (Las Vegas) 2002-2004 Total 18 years of experience.</i>	
List the applicant's record or convictions for violations of the law including felonies and crimes of moral turpitude, but excluding minor traffic violations <i>None</i>	
Has any business permit ever been revoked or denied to the applicant in the past? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain in detail the circumstances of such revocation or denial and give the name and address of the authoritative body	
Notice, when required, to be sent to the following address <i>1121 Gardena Blvd #B Gardena CA 90247</i>	

BL # 35061



COMMUNITY DEVELOPMENT DEPARTMENT

1700 W. 162nd Street, Gardena CA 90247

TEL: (310) 217-9530 FAX: (310) 217-9698

The undersigned applicant understands that the application may be considered by the City Council only after full investigation and report has been made by the Police Department, the Fire Department, the Health Department, the Building & Safety Division, and the Planning Division of the City of Gardena.

The undersigned applicant understands and agrees that any business or activity conducted or operated under any permit and license issued under the application must and shall be operated in full conformity with all laws of the State of California and the laws and regulations of the City of Gardena applicable thereto, and that any violation of any such laws or regulations in said place of business or in connection therewith, shall render any permit and license therefore subject to immediate suspension or revocation, pursuant to the GMC Section 5.40.110.

I hereby acknowledge notice that the hearing on this application will be held before the City Council of the City of Gardena on \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_ O'clock \_\_\_\_M in the council chamber in the City Hall of the City at 1700 West 162nd Street therein, and I hereby waive any further notice of the said time, place, and purpose of said hearing.

Applicant's Signature 	
Printed Name Claudia Segura	Date April 21, 2016

I, Claudia Segura, being duly sworn, depose and say that the statements contained in the attached Application for Fortunetelling Permit are true and correct to the best of my knowledge and belief and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue or revocation of a permit and/or license hereunder.

Signature 	Date April 21, 2016
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City of Gardena

COMMUNITY DEVELOPMENT DEPARTMENT

1700 W. 162nd Street, Gardena CA 90247

TEL: (310) 217-9530 FAX: (310) 217-9698

State of California

County of Los Angeles

On April 22, 2016 before me, Valeria Vianey Rocha, Notary Public  
(Here insert the name and title of the officer)

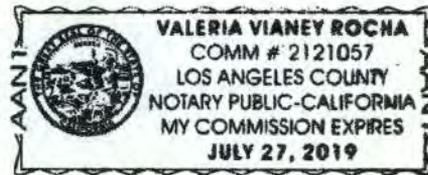
personally appeared Claudia Vanessa Segura

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

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

WITNESS my hand and official seal

Signature of Notary Public



(Notary Seal)

**LICENSE BOND**

Bond No.: S917-8600

KNOW ALL MEN BY THESE PRESENTS, That we, Claudia Segura dba El Curaca Amazonico of 1121 W Gardena Blvd, #B, Gardena, CA 90247, (Hereinafter called the "Principal"), as Principal, and Washington International Insurance Company, as Surety, are held and firmly bound unto City of Gardena, CA as Obligee, in the penal sum of Ten Thousand and 00/XX Dollars (\$ 10,000.00 ), lawful money of the United States, for which payment, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 20th day of April, 2016.

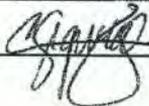
THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, the above Principal has or is about to apply to said Obligee for a license as for the Fortune Teller term commencing April 15, 2016 and ending April 14, 2017.

NOW THEREFORE, if said Principal shall well and truly, comply with and faithfully discharge his duties according to the terms of the ordinances, rules and regulations relating to the issuance of said license, and fully indemnify and save harmless the said Obligee, then this obligation shall be void, otherwise to be and remain in full force and effect; provided however, that the Surety may (1) cancel this bond at any time by giving thirty (30) days written notice to the Obligee, but such cancellation or termination shall not affect any liability incurred or accrued prior to the effective date of such written notice, and (2) this bond may be extended or continued to annual periods of one year by issuance of a continuation certificate as evidence thereof of such continuation by the surety. *In no event shall the aggregate liability of the surety exceed the penal sum specified herein.*

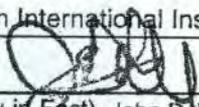
**Principal**

Claudia Segura dba El Curaca Amazonico

By: 

**Surety**

Washington International Insurance Company

By: 

(Attorney-in-Fact) John D. Weisbrot

This bond approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

## ACKNOWLEDGMENT

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

State of California  
County of Los Angeles

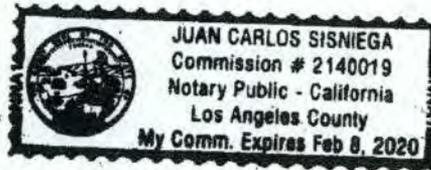
On 04-21-16 before me, Juan Carlos Sisniega 'Notary Public'  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Juan Carlos Sisniega (Seal)



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN D. WEISBROT, PATRICIA A. TINSMAN  
and RICHARD A. BREDOW

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE MILLION (\$1,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 5th day of November, 2015.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook            ss:

On this 5th day of November, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of April, 2016.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company



**Memorandum**

**Department Inspection and Investigation Request**

**To:** Police Department, Planning, Fire Department  
**From:** Edward Medrano, Director, Police, Streets and Development Services  
**Date:** April 22, 2016  
**Response Requested by:** **May 2, 2016**

**Type of Application:** **Fortunetelling Permit-NEW**  
**Business:** El Curaca Amazonico  
**Owner:** Claudia Segura  
**Location:** 1121 Gardena Blvd Unit B  
 Gardena, CA 90247

**Request Approval to:** **Fortunetelling Permit**

**Background:** Attached is an application for a new fortunetelling permit. This application is being processed in accordance with the Council permit renewal provision contained in Section 5.32.070 of the Gardena Municipal Code.

Please conduct the necessary departmental inspections and/or investigations and reply by the response due date indicated above.

Your prompt attention to this request is greatly appreciated so that we can dispose of the matter without delay. Please call at ext. 527 if you have any questions.

**Department Response**

**Name of Department:** **Police, Streets and Development Services**

Complaints have been received in the past regarding this location (if yes, see attached information):  Yes  No

- Recommend Approval  Recommend Approval with Additional Conditions (see List of Conditions)  Recommend Denial – See comments below/attached Memo.

Comments (Please list conditions/comments here or attach a separate memo)

<b>Department Head Signature</b>	<i>Edward Medrano</i>
<b>Date</b>	<i>5/24/16</i>



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**Memorandum**

**Community Development Department Inspection and Investigation**

To: Edward Medrano  
**Chief of Police**  
(via chain of command)

Date: May 19, 2016

From: Hilda Olvera   
**Police Service Technician**

Subject: El Curaca Amazonico  
1121 W. Gardena Blvd #B  
New Fortunetelling Permit

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On April 25, 2016, I received a New Fortunetelling Permit application for El Curaca Amazonico, located at 1121 W. Gardena Blvd #B. Ms. Claudia Segura, the owner, submitted the application along with a \$10,000 surety bond as required per Gardena Municipal Code Section 5.40.070(B).

A preliminary background of Ms. Segura, the business owner, was conducted. The databases checked were DMV, Wants, and Tiburon. The results of those queries were negative.

On April 26, 2016, Building Inspector J. Moore and I inspected the location. We were met by the business owner, Ms. Segura. The location had two desks along with four chairs. She did not have any signs regarding services offered and prices. She was advised to post the appropriate signs.

On April 26, 2016, a DOJ background check was conducted on Ms. Segura, the results were negative.

On May 12, 2016, Building Inspector J. Moore and I inspected the location. We were met by the business owner, Ms. Segura. Business hours were posted on the entry door. There was also a sign posted with her consultation fee, and all her products had individual prices on them. They had a sheer curtain in the middle of the business to provide some privacy for the consultations.

I did mention to Ms. Segura that all the windows were covered (more than 25%) and that was a violation of Gardena Municipal Code Section 18.58.040(B)(2)(e). She stated that they would "think about" taking them down.

On May 13, 2016, Code Enforcement Officer S. Thomure issued the business a Notice of Violation for exceeding the 25% of window coverage.



*G*City of  
Gardena

**COMMUNITY DEVELOPMENT DEPARTMENT**

1700 W. 162nd Street, Gardena CA 90247

TEL: (310) 217-9530 FAX: (310) 217-9698

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On May 17, 2016, Code Enforcement Officer S. Thomure drove by the business and noticed that the business no longer exceeded the 25% window coverage.

Based on the above investigation and information, we have no objections at this time in recommending the approval of this Fortunetelling Permit.



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

Agenda Item No. 8. A. ( 1 )  
Department: ELECTED and ADMINISTRATIVE OFFICES  
Meeting Date: 06/14/2016

**AGENDA REPORT SUMMARY**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**AGENDA TITLE: APPROVAL OF TRANSFER OF NORMANDIE CASINO CARD CLUB LICENSE TO LARRY FLYNT – LARRY FLYNT’S LUCKY LADY CASINO, PURSUANT TO GMC 5.24.110**

<b>COUNCIL ACTION REQUIRED:</b>	<b>Action Taken</b>
Approve Transfer of Card Club License	

**RECOMMENDATION AND STAFF SUMMARY:**

Staff respectfully recommends that the City Council approve the transfer of the Normandie Casino Card Club License to Larry Flynt – Larry Flynt’s Lucky Lady Casino – subject to conditions contained in Supplemental Agreement.

Negotiations between the Miller Family and Mr. Flynt have been continuing over the past several months. On April 13, 2016, the City received formal notice that the Normandie Casino had been sold to Mr. Flynt. Following the formal notice that the Normandie Casino had been sold, the City was informed that the Normandie Casino would continue to operate until Mr. Flynt was licensed by the Commission and by the City of Gardena. As part of the sales agreement, the Miller Family retained ownership of the property and buildings under the family trust named RussMar Investment Corporation. Mr. Flynt has the first right of refusal to purchase the land and buildings if the Miller Family makes the decision to sell the property.

Also, on April 13, 2016, the City received an Application for the transfer of the Normandie Casino Card Club License to Larry Flynt’s Lucky Lady Casino.

Staff’s recommendation to approve the transfer of the Normandie Casino Card Club License to Larry Flynt – “Larry Flynt’s Lucky Lady Casino” is conditional upon the applicant receiving a Gambling License issued by the Commission. If any special or additional conditions are placed on the Lucky Lady Casino by the Commission, those conditions would also be part of the City’s acceptance of the card club license transfer. In addition, all terms of the Supplemental Agreement to the Card Club License must be accepted.

The Supplemental Agreement provides that the current outstanding economic incentive fees, due from the Normandie Casino in the amount of \$256,356.81, are to be paid at close of escrow. It also provides for payment of fees by Third-Party Bankers as part of Gaming gross revenue, and ensures that the Larry Flynt’s Lucky Lady Casino continues to provide support to community organizations equal to the amount provided to community organizations by the Normandie Casino.

**FINANCIAL IMPACT/COST:**

Revenue estimated at \$3 Million to General Fund; 380 Jobs

**ATTACHMENTS:**

Agenda Staff Report  
Application for Transfer of Card Club License

Submitted by Mitchell G. Lansdell, Mitchell G. Lansdell, City Manager Dated: 06/10/2016

# CITY COUNCIL MEETING AGENDA STAFF REPORT

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

Department: Elected and  
Administrative Offices

Meeting Date: 06/14/2016

**AGENDA TITLE: APPROVAL OF TRANSFER OF NORMANDIE CASINO CARD CLUB  
LICENSE TO LARRY FLYNT – LARRY FLYNT’S LUCKY LADY  
CASINO, PURSUANT TO GMC 5.24.110**

## **RECOMMENDATION:**

Staff respectfully recommends that the City Council approve the transfer of the Normandie Casino Card Club License to Larry Flynt – Larry Flynt’s Lucky Lady Casino – subject to conditions contained in Supplemental Agreement.

## **BACKGROUND INFORMATION:**

In January 2016, the four point holders of the Normandie Casino: Greg; Larry; Lee; and Steve Miller, entered into a plea agreement whereby each of them pled guilty to two Federal felonies related to a two-year investigation by the U.S. Department of Justice regarding a failure to report large cash transactions, as well as their failure to provide an effective policy to prevent money laundering. Under Federal law – specifically, the Bank Secrecy Act – casinos, like the Normandie Casino, are required to implement and maintain programs designed to prevent criminals from using the casino to launder large sums of cash that illegal activities can generate.<sup>1</sup>

Concurrent with the U.S. Department of Justice (“DOJ”) investigation, the California DOJ Bureau of Gambling Control conducted a separate investigation into the activities of the Normandie Casino, which ultimately led the Bureau of Gambling Control to file an Accusation against them with the California Gambling Control Commission (“Commission”). An Accusation is an administrative term used when the Bureau of Gambling Control is recommending revocation, suspension, or other discipline of a holder of a gaming license. The Commission placed strict restrictions and reporting requirements on the Normandie Casino while the Accusation was in the adjudication process. The Accusation process had not reached final conclusion at the time of this investigation, but would be a moot issue once Mr. Flynt is licensed.

In April 2016, following the entry of formal guilty pleas by the Miller Family, the Commission revoked the Miller Family’s gaming license indefinitely, but allowed them a four-month reprieve to complete a pending sale of the casino.

The City of Gardena was made aware that the Miller Family was actively marketing the casino for sale after the guilty pleas were made public in January 2016. The status of the sale or of prospective buyers was kept confidential while the Miller Family negotiated with potential buyers. Sometime in March 2016, the City became aware that Mr. Flynt, owner of the Hustler Casino, was a potential buyer.

Negotiations between the Miller Family and Mr. Flynt have been continuing over the past several months. On April 13, 2016, the City received formal notice that the Normandie Casino

<sup>1</sup> U.S. Department of Justice news release dated January 22, 2016.

had been sold to Mr. Flynt. Following the formal notice that the Normandie Casino had been sold, the City was informed that the Normandie Casino would continue to operate until Mr. Flynt was licensed by the Commission and by the City of Gardena. As part of the sales agreement, the Miller Family retained ownership of the property and buildings under the family trust named RussMar Investment Corporation. Mr. Flynt has the first right of refusal to purchase the land and buildings if the Miller Family makes the decision to sell the property.

Also, on April 13, 2016, the City received an Application for the transfer of the Normandie Casino Card Club License to Larry Flynt's Lucky Lady Casino (attached).

Chief of Police Ed Medrano has completed his investigation of the Sole Point Holder Larry Flynt, pursuant to Gardena Municipal Code 5.24.140. Based on the findings of his investigation, it is my recommendation that Mr. Flynt be provided with a City of Gardena Card Club License for Larry Flynt's Lucky Lady Casino. Mr. Flynt has a track record of running a very progressive and professional gaming establishment at the Hustler Casino and, if the Hustler Casino is an indication of how he will operate his Lucky Lady Casino, it is presumed that the Lucky Lady Casino will be operated in a manner that meets or exceeds City of Gardena regulations.

Staff's recommendation to approve the transfer of the Normandie Casino Card Club License to Larry Flynt – "Larry Flynt's Lucky Lady Casino" is conditional upon the applicant receiving a Gambling License issued by the Commission. If any special or additional conditions are placed on the Lucky Lady Casino by the Commission, those conditions would also be part of the City's acceptance of the card club license transfer. In addition, all terms of the Supplemental Agreement to the Card Club License must be accepted.

The Supplemental Agreement provides that the current outstanding economic incentive fees, due from the Normandie Casino in the amount of \$256,356.81, are to be paid at close of escrow. It also provides for payment of fees by Third-Party Bankers as part of Gaming gross revenue, and ensures that the Larry Flynt's Lucky Lady Casino continues to provide support to community organizations equal to the amount provided to community organizations by the Normandie Casino.

Submitted by: *Mitchell G. Lansdell*  
Mitchell G. Lansdell, City Manager

Date: 06/09/2016

Attachment:  
Application for Transfer of Card Club License

## APPLICATION FOR LICENSE TO CONDUCT CARD GAMES

To the City of Gardena, California regarding an application for a Gambling License for the card room presently known as the "Normandie Casino" and to be known as the "Lucky Lady Casino".

<b>1. The date of the application:</b>
April 12, 2016
<b>2. The true name of the applicant:</b>
Casino, LLC, a California limited liability company
<b>3. The status of the applicant as being an individual, firm, association, partnership, joint venture or corporation:</b>
A firm--a limited liability company
<b>4. If the applicant is an individual, the residence and business address of such applicant;</b>
N/A
<b>5. If the applicant is other than an individual, the name, residence, business address and capacity of each of the partners, shareholders or members of the firm, partnership, corporation or joint venture and the name, residence, business address, and capacity of each of the officers, directors and shareholders of the association or corporation applicant:</b>
Larry Flynt Revocable Trust, sole member - Larry Flynt, trustee, 8484 Wilshire Blvd., Suite 900, Beverly Hills, CA 90211  Larry Flynt, Manager, 8484 Wilshire Blvd., Suite 900, Beverly Hills, CA 90211 and residence, 9211 Robin Drive, Los Angeles, CA 90069
<b>6. The location of the business for which the license is sought:</b>
1045 West Rosecrans Avenue, Gardena CA 90247
<b>7. The games proposed to be played:</b>
Texas Hold'em, Blackjack, Panda 8, EZ Baccarat, Dragon 7, Three Card Poker, Pai Gow Tiles, Ultimate Texas Hold'em, Seven Card Stud, California Lowball and Omaha
<b>8. The number of tables to be placed, employed, or used for the playing of card games:</b>
100
<b>9. A description of any other business or activity proposed to be conducted at the same location:</b>
Restaurant, Sports Bar and Gift Shop
<b>10. A description of the building in which the business proposed to be licensed is to be housed, giving the dimensions and floor plan of the entire premises:</b>
Building is a total of 47,000 square feet (sf), 2 stories high. First floor totals 38,053 sf and includes gaming areas, restaurant, bar and kitchen. Second floor includes administration spaces and totals 8,947 sf. Building is finished in stucco, decorative stone veneer, metal and membrane roofing. (See floor plan attached.)

<b>11. A statement that such building conforms to all the laws of the state and the city for occupancies of the nature proposed:</b>
See Attached.
<b>12. A statement that the applicant understands that the application shall be considered by the council only after a full investigation and report have been made by the chief of police, other city officials, or their representatives:</b>
See Attached.
<b>13. A statement that the applicant understands and agrees that any business or activity conducted or operated under any license issued under such application shall be operated in full conformity with all the laws of the state and the laws and regulations of the city applicable thereto and that any violation of any such laws or regulations in such place of business, or in connection therewith, shall render any license subject to immediate suspension or revocation:</b>
See Attached.
<b>14. A statement that the applicant has read the provisions of this chapter and understands the same:</b>
See Attached.
<b>15. A full and complete financial statement of the applicant or, if the applicant is other than an individual, a full and complete financial statement of all persons having an ownership interest in the endeavor; provided, however, the financial statement required by this subsection shall be a confidential qualified document and shall not be open to public inspection but shall be available only to those city officials having direct jurisdiction over the provisions of this chapter, to those state officials having jurisdiction over card clubs pursuant to the Gaming Registration Act of the state, and to any court of competent jurisdiction where any matter relating thereto may be actually pending:</b>
See attached El Dorado Enterprises, Inc. and Majestic Properties, Inc. Combined Financial Statements December 31, 2015 and 2014.

Casino, LLC, a California limited liability company

By: 

Larry Flynt, Manager

Dated: 4/12/16



**APPLICANT STATEMENTS**  
**(For Questions 11-14)**

11. The building and other improvements at 1045 W. Rosecrans, Gardena, California is presently used by the Normandie Casino as its card room facility and as such conforms to all the laws of the state and the City for occupancies of the nature proposed—a card room to be operated by applicant as the “Lucky Lady Casino”.
12. Applicant understands that the application shall be considered by the council only after a full investigation and report have been made by the chief of police, other city officials, or their representatives.
13. Applicant understands and agrees that any business or activity conducted or operated under any license issued under such application shall be operated in full conformity with all the laws of the state and the laws and regulations of the city applicable thereto and that any violation of any such laws or regulations in such place of business, or in connection therewith, shall render any license subject to immediate suspension or revocation.
14. Applicant has read the provisions of the relevant chapter of the Gardena Municipal Code applicable to its application and understands the same.



**City of Gardena  
City Council Meeting**

Agenda Item No. 8. A. ( 2 )  
Department: ELECTED and ADMINISTRATIVE OFFICES  
Meeting Date: 06/14/2016

**AGENDA REPORT SUMMARY**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**  
**AGENDA TITLE: APPROVAL OF OUTDOOR SIGNAGE FOR LARRY FLYNT'S LUCKY LADY CASINO**

<b>COUNCIL ACTION REQUIRED:</b>  Approve Outdoor Signage	<u>Action Taken</u>
--	---------------------

**RECOMMENDATION AND STAFF SUMMARY:**

Staff respectfully recommends that the City Council consider the approval of the proposed signage for Larry Flynt's Lucky Lady Casino.

The City has received a request for signage for Larry Flynt's Lucky Lady Casino to replace the existing Normandie Casino signage.

The City's approval and Council review is set forth in GMC 5.24.290:

**"Signs.** Outdoor Signs advertising a card club or activity therein shall receive the approval of the city council prior to installation. Such signs shall not be subject to the requirements of the zoning title of this code and are not subject to review by the planning and environmental quality Commission unless so ordered by the city council."

The proposed new signage will replace the existing Normandie Casino signs. The size and number of signs are approximately the same as the existing ones.

**FINANCIAL IMPACT/COST:**

None

**ATTACHMENT:**

Photo simulations of proposed signs

Submitted by Mitchell G. Lansdell, Mitchell G. Lansdell, City Manager Dated: 06/10/2016

*Larry Flynt's*

Open faced Channel Letters w/  
LED Rope "neon" double stroke

53"

**LUCKYLADY**

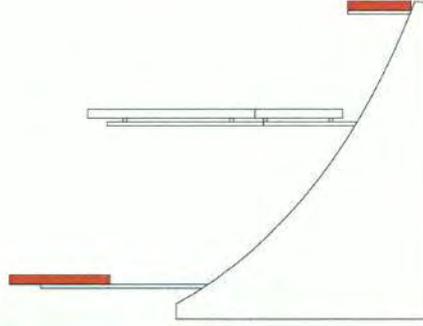
Channel Letters w/ acrylic face,  
LED illumination

48"

**CASINO**

Open Faced Channel Letters w/  
Exposed LED bulbs

45"



**A** OPTION 1: DAY VIEW  
ONE SET/S REQUIRED

SCALE: 3/16" = 1'



1419 SEABRIGHT AVE.  
LONG BEACH, CA 90813  
PH. 562.436.5188  
FX. 562.436.5199  
WWW.TDISIGNS.COM

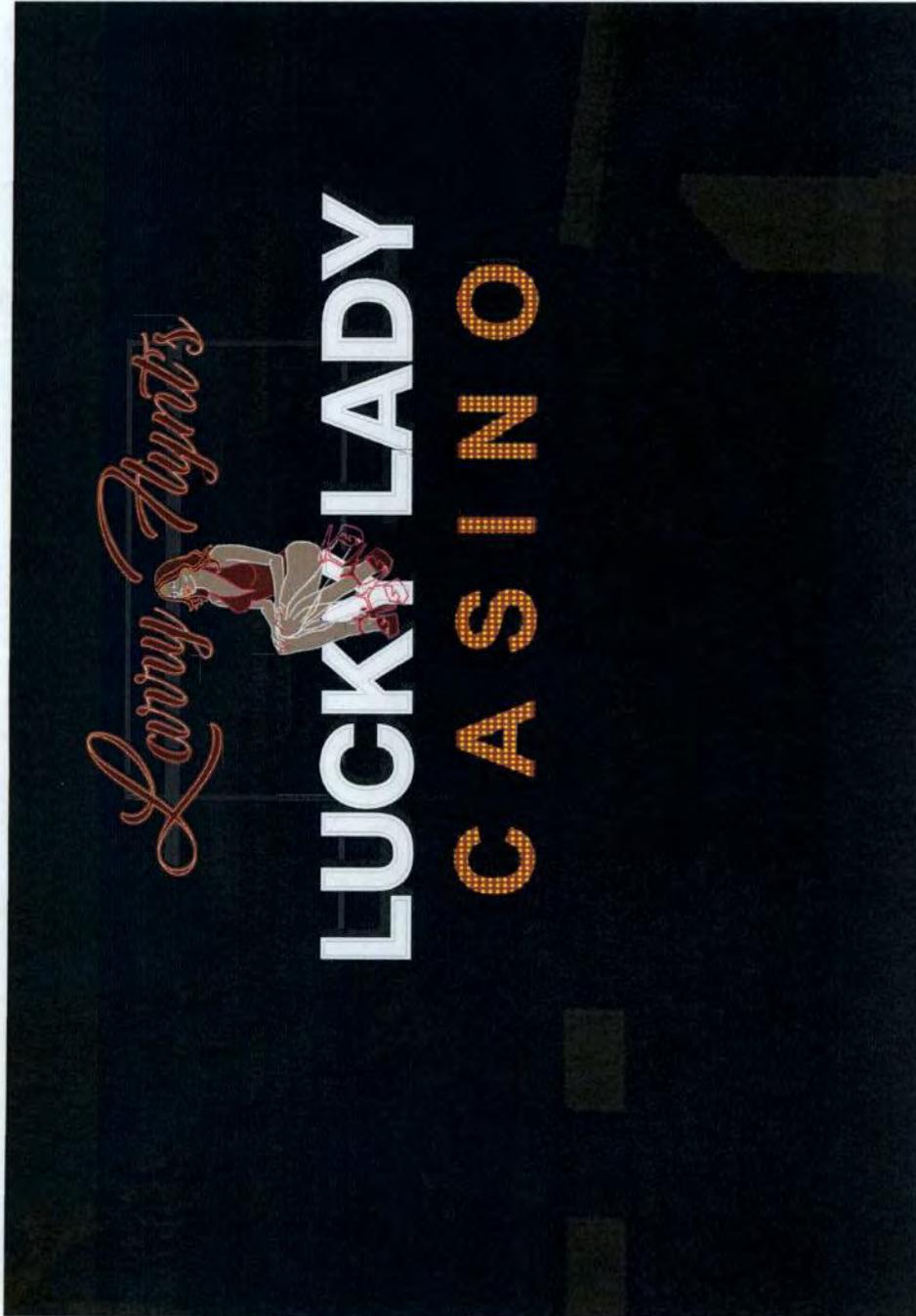
PROJECT: Hustler Casino, Lucky Lady  
ADDRESS: 1045 W. Rosecrans Ave.  
CITY/STATE: Gardena, CA  
ZIP CODE: 90247

DESIGNER: D. Hyman  
ACCT MAN: C. Flores  
PM: A. Vacca  
Time: 1.5

DRAWING APPROVALS:  
CLIENT: \_\_\_\_\_  
LANDLORD: \_\_\_\_\_  
TDI SIGNS: \_\_\_\_\_

#160077-07  
06/09/16  
PAGE: 2 OF 7

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**A** OPTION 1: NIGHT VIEW  
ONE SET/S REQUIRED

SCALE: 3/16" = 1'

1419 SEABRIGHT AVE.  
LONG BEACH, CA 90813  
PH. 562.436.5188  
FX. 562.436.5199  
WWW.TDISIGNS.COM



PROJECT: Hustler Casino, Lucky Lady  
ADDRESS: 1045 W. Rosecrans Ave.  
CITY/STATE: Gardena, CA  
ZIP CODE: 90247

DESIGNER: D. Hyman  
ACCT MAN: C. Flores  
PM: A. Vaca  
Time: 1.5

DRAWING APPROVALS:  
CLIENT: \_\_\_\_\_  
LANDLORD: \_\_\_\_\_  
TDI SIGNS: \_\_\_\_\_

#160077-07  
06/09/16  
PAGE: 3 OF 7

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**B1** CHANNEL LETTERS ON EXISTING MONUMENT SIGN  
TWO SETS REQUIRED

SCALE: 1/2" = 1'

1419 SEABRIGHT AVE.  
LONG BEACH, CA 90813  
PH. 562.436.5188  
FX. 562.436.5199  
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DESIGNER: D. Hyman  
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PM: A. Vaca  
Time: 1.5

DRAWING APPROVALS:  
CLIENT: \_\_\_\_\_  
LANDLORD: \_\_\_\_\_  
TDI SIGNS: \_\_\_\_\_

#160077-07  
06/09/16  
PAGE: 4 OF 7

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**B** CHANNEL LETTERS SIGN  
TWO SET/S REQUIRED

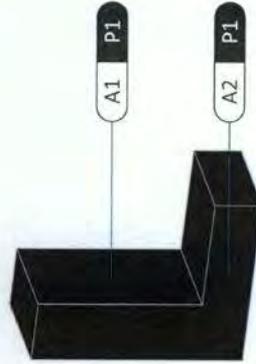
SCALE: 1/2" = 1'

**B** END VIEW

SCALE: 1/2" = 1'



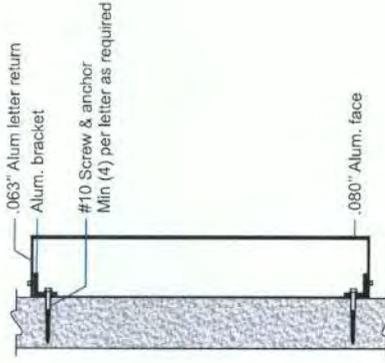
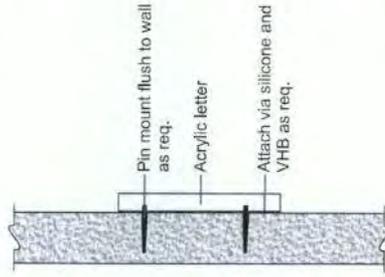
M1 P2



A1	.063" Aluminum
A2	.080" Aluminum
M1	.75" PVC
P1	PTM Black
P2	PTM Red

**B** COLOR SCHEDULE

**B** ATTACHMENT DETAIL



1419 SEABRIGHT AVE.  
LONG BEACH, CA 90813  
P.H. 562-436-5188  
FX. 562-436-5199  
WWW.TDISIGNS.COM

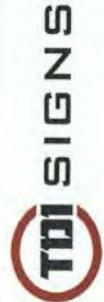
**PROJECT:** Hustler Casino, Lucky Lady  
**ADDRESS:** 1045 W. Rosecrans Ave.  
**CITY/STATE:** Gardena, CA  
**ZIP CODE:** 90247

**DESIGNER:** D. Hyman  
**ACCT MAN:** C. Flores  
**PM:** A. Vaca  
**Time:** 1.5

**DRAWING APPROVALS:**  
**CLIENT:**  
**LANDLORD:**  
**TDI SIGNS:**

#160077-07  
06/09/16  
PAGE: 6 OF 7

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

Agenda Item No. 8. A. ( 3 )  
Department: ELECTED and ADMINISTRATIVE OFFICES  
Meeting Date: 06/14/2016  
Ordinance: No. 1767

**AGENDA REPORT SUMMARY**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**AGENDA TITLE: PUBLIC HEARING: ORDINANCE NO. 1767, INCORPORATING, BY REFERENCE, AMENDMENTS TO CHAPTER 8.04 (PUBLIC HEALTH LICENSES) OF THE LOS ANGELES COUNTY CODE RELATING TO INSPECTION AND POSTING OF LETTER GRADES FOR MOBILE FOOD FACILITIES**

*(Introduced by Council Member Dan Medina, May 10, 2016)*

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
<ul style="list-style-type: none"> <li>• Conduct a Public Hearing</li> <li>• Adopt Ordinance No. 1767</li> </ul>	

**RECOMMENDATION AND STAFF SUMMARY:**

Staff respectfully recommends that a Public Hearing be conducted, followed by the adoption of Ordinance No. 1767 by the City Council. This Ordinance was introduced by Council Member Medina at the May 10, 2016, City Council meeting and, as required, a Notice of Public Hearing was published in the *Gardena Valley News*.

The County of Los Angeles Health Department requested that the Gardena Health Code be amended to incorporate an amendment to the County Health Code relating to inspection and posting of letter grades for mobile food facilities. Therefore, Ordinance No. 1767 was prepared to comply with this request.

The Ordinance adds mobile food facilities to the definition of "food facility;" establishes a semiannual letter grading and scoring program for mobile food facilities; requires owners of mobile food and support units to disclose route and location information; and establishes an annual certification inspection to ensure that food equipment meets applicable installation and design standards.

Adoption of this amendment will facilitate Los Angeles County's enforcement of public health requirements for mobile food facilities.

**FINANCIAL IMPACT/COST:**  
None

- ATTACHMENTS:**
- 1) April 4, 2016, Letter – Request from County of Los Angeles Public Health Department
  - 2) County Ordinance No. 2010-0045
  - 3) Ordinance No. 1767

Submitted by *Mitchell G. Lansdell*, Mitchell G. Lansdell, City Manager Dated: 06/07/2016



cc: City Mgr.  
City Atty



**CYNTHIA A. HARDING, M.P.H.**  
Interim Director

**JEFFREY D. GUNZENHAUSER, M.D., M.P.H.**  
Interim Health Officer

**ANGELO J. BELLOMO, REHS, QEP**  
Deputy Director for Health Protection

**TERRI S. WILLIAMS, REHS**  
Acting Director of Environmental Health

5050 Commerce Drive  
Baldwin Park, California 91706  
TEL (626) 430-5100 • FAX (626) 813-3000

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)

BOARD OF SUPERVISORS

- Hilda L. Solis  
First District
- Mark Ridley-Thomas  
Second District
- Shelia Kuehl  
Third District
- Don Knabe  
Fourth District
- Michael D. Antonovich  
Fifth District

April 4, 2016

City of Gardena  
1700 W. 162<sup>nd</sup> Street  
Gardena, CA 90247  
Attn: City Clerk Mina Semenca

Dear Ms. Semenca,

On October 19, 2010, the Los Angeles County Board of Supervisors adopted the enclosed County Ordinance No. 2010-0045 enhancing the current public health requirements for inspection grading and posting of letter grades to include mobile food facilities. This ordinance took effect on November 18, 2010.

The development of a grading program for mobile food facilities, as with restaurants and food markets, is intended to minimize the risk of foodborne illness by identifying high risk violations and bringing these conditions to the attention of the facility owner/operator and the public. The use of letter grades will provide the public with an easily recognizable method of making informed choices based on the food safety practices found on the mobile food facility at the time of inspection. Additionally, the grading program will benefit the public by providing a means to easily differentiate between unpermitted and permitted food vendors.

The purpose of this communication is to encourage your City Council to adopt a conforming municipal ordinance and thereby ensure Countywide enforcement of Ordinance No. 2010-0045.

If you have any questions about the contents of the ordinance, please contact Graceline Shin, Environmental Health Services Manager, Bureau of Specialized Surveillance and Enforcement, at (626) 430-5150. You are also requested to advise our office when your city has adopted the ordinance.

Very truly yours,

Veronica Bauchman, Director  
Bureau of Specialized Surveillance and Enforcement

VB:am

Enclosure

4/21/16 cc: Kelly Fujio

**ORDINANCE NO. 2010-0045**

An ordinance amending Title 8 – Consumer Protection and Business Regulations of the Los Angeles County Code, relating to letter grading, route location disclosure and annual certification for mobile food facilities.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Section 8.04.142 is hereby amended to read as follows:

**8.04.142 Food facility.**

"Food facility" means any food establishment, food warehouse, milk warehouse, mobile food facility, mobile support unit, vehicle, vending machine, swap meet prepackaged food stand, mobile preparation unit, or any place used in conjunction with the operation of the above, including, but not limited to, storage facilities for food utensils, equipment, and materials.

**SECTION 2.** Section 8.04.200 is hereby amended to read as follows:

**8.04.200 Food vehicle, retail.**

A. "Retail food vehicle" means any motorized or nonmotorized conveyance or portable food service unit upon which prepackaged or approved unpackaged food is sold or offered for sale at retail. Categories of retail food vehicles include:

1. Animal food vehicle;
2. Bakery distributor vehicle (independent, retail);
3. Fish peddler vehicle;
4. Food vehicle – Department of Motor Vehicles exempt;
5. Food salvage distributor vehicle;

6. Fruit and vegetable vehicle;
7. Grocery distributor vehicle;
8. Independent ice distributor vehicle;
9. Independent retail meat vehicle;
10. Independent milk distributor vehicle, not a processor-owned milk delivery vehicle;
11. Industrial catering vehicle;
12. Limited food vehicle, ~~from which the operator dispenses the food items described in Section 114265 of the California Health and Safety Code, and which has been designed, constructed and equipped to prevent the entrance of dust, debris and harborage of animals, birds and vermin, permitting storage out of doors at a commissary or other approved facility;~~
13. Unpackaged food vehicle, ~~such as a food cart, from which the operator dispenses the food items described in Section 114265 of the California Health and Safety Code, and which must be stored inside a commissary or other approved facility;~~
14. Prepackaged food cart, a nonmotorized vehicle, from which the operator dispenses prepackaged and labeled food;
15. Any combination of the above;
16. Or any vehicle, including, but not limited to, a mobile food facility, from which animal food, bakery products, fish, shellfish, seafood, fruits, vegetables, meats, poultry, preserves, jelly, relish, milk or other dairy products, food or food

products, ice or beverages, whether in bulk, canned, wrapped, bottled, packaged, or any other form, are sold or kept for sale at retail or are distributed to the consumer.

B. Vehicles owned and operated by a fixed-location food market, restaurant or other business having a valid public health permit under this chapter to deliver food products from said establishment to other locations shall not be required to have a separate public health permit under this chapter.

**SECTION 3.** Section 8.04.225 is hereby amended to read as follows:

**8.04.225 Grading, scoring method and letter grade card.**

A. "Grading" means the letter grade issued by the county health officer at the conclusion of the routine inspection of a food establishment facility. The grade shall be based upon the scoring method set forth in this section resulting from the food official inspection report and shall reflect the food establishment's facility's degree of compliance with all applicable federal, state and local statutes, orders, ordinances, quarantines, rules, regulations, or directives relating to the public health.

B. "Scoring method" means a procedure used by the county health officer where a score is calculated by adding values predefined on the food official inspection report for violations that are observed during an inspection, and subtracting that total from 100. The resulting numerical sum, stated as a percentage, constitutes the score for the inspection.

BC. "Letter grade card" means a card that may be posted by the county health officer at a food establishment facility upon completion of a routine inspection that indicates the letter grade of the establishment facility as determined by the county

health officer using the scoring method set forth in this section. For the purposes of this provision, a food establishment facility shall include a food establishment facility operating in conjunction with a food processing establishment. ~~Nothing in this chapter shall prohibit the county health officer from creating and using a letter grade card in combination with an inspection score card. The county health officer, in his discretion, shall determine whether to post the letter grade card, or the inspection score card, or both.~~

**CD.** The county health officer, in his discretion, may immediately close any food establishment facility which, upon completion of the routine inspection, does not achieve at least a "C" grade as defined herein. Nothing in this provision shall prohibit the county health officer from immediately closing any food establishment facility if, in his discretion, immediate closure is necessary to protect the public health.

**DE.** The letter grade for a food facility shall be based upon the final numerical percentage score set forth in the food official inspection report, as follows:

1. A grade of "A" shall indicate a final score of 90 percent or higher as determined by the county health officer;
2. A grade of "B" shall indicate a final score less than 90 percent but not less than 80 percent as determined by the county health officer;
3. A grade of "C" shall indicate a final score less than 80 percent but not less than 70 percent as determined by the county health officer.

**SECTION 4.** Section 8.04.275 is hereby amended to read as follows:

**8.04.275 Inspection score card.**

A. "Inspection score card" means a card that may be posted by the county health officer at a food establishment facility, upon completion of a routine inspection, that indicates the total numerical percentage score for the establishment facility as determined by the county health officer and as set forth in the food official inspection report. For the purposes of this provision, a food establishment facility shall include a food establishment facility operating in conjunction with a food processing establishment. ~~Nothing in this chapter shall prohibit the county health officer from creating and using an inspection score card in combination with a letter grade card. The county health officer, in his discretion, shall determine whether to post the inspection score card, the letter grade card, or both.~~

B. The county health officer, in his discretion, may immediately close any food establishment facility which, upon completion of the routine inspection, achieves a total numerical percentage score less than 70 percent as set forth in Section 8.04.225. Nothing in this provision shall prohibit the county health officer from immediately closing any food establishment facility if, in his discretion, immediate closure is necessary to protect the public health.

**SECTION 5.** Section 8.04.306 is hereby added to read as follows:

**8.04.306 Mobile food facility.**

"Mobile food facility" means any vehicle used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. "Mobile food facility" does not include a "transporter" used to transport packaged food from a food facility, or other approved source to the consumer.

**SECTION 6.** Section 8.04.311 is hereby added to read as follows:

**8.04.311 Mobile support unit.**

"Mobile support unit" means a vehicle used in conjunction with a commissary or other permanent food facility that travels to and services mobile food facilities as needed to replenish supplies, including food and potable water, clean the interior of the unit, or dispose of liquid or solid wastes. The county health officer shall have the discretion to score a mobile support unit pursuant to the method set forth in Section 8.04.225.

**SECTION 7.** Section 8.04.337 is hereby amended to read as follows:

**8.04.337 Notice of closure.**

"Notice of closure" means a public notice that may be posted by the county health officer at a food establishment facility upon suspension or revocation of the establishment's facility's public health permit and that results in the immediate closure of the establishment facility and the discontinuance of all operations of the food establishment facility, by order of the county health officer, because of violations of applicable federal, state and local statutes, orders, ordinances, quarantines, rules, regulations, or directives relating to the public health.

**SECTION 8.** Section 8.04.403 is hereby added to read as follows:

**8.04.403 Route location.**

The owner/operator of a mobile food facility or mobile support unit shall complete a Mobile Food Facility Route Sheet, obtained from the county health officer, listing the complete address, telephone number and arrival/departure times of each location where

the retail food business is being conducted. The Mobile Facility Route Sheet shall be maintained on file at the Vehicle Inspection Program. The owner/operator of a mobile food facility or mobile support unit shall notify the county health officer of any significant changes to the Mobile Food Facility Route Sheet. Failure to provide an accurate and current Mobile Food Facility Route Sheet may result in suspension or revocation of the public health license or permit.

**SECTION 9.** Section 8.04.595 is hereby added to read as follows:

**8.04.595 Public health license and permit - Annual certification inspection.**

The owner/operator of a mobile food facility or mobile support unit shall obtain an annual certification inspection from the county health officer. The enforcement agency shall initially approve all mobile food facilities and mobile support units as complying with California Health and Safety Code Chapters 1-8, inclusive, 10 and 13. The county health officer shall then issue a certification sticker which shall be affixed to the mobile food facility or mobile support unit. The sticker will be valid during the fiscal year corresponding to the mobile food facility's or mobile support unit's current public health operating permit. Failure to secure an annual certification sticker shall result in a suspension or revocation of the public health license or permit.

**SECTION 10.** Section 8.04.752 is hereby amended to read as follows:

**8.04.752 Posting requirements -- Penalty for noncompliance -- Documents available for public review.**

A. Upon issuance by the county health officer, the health officer shall post at every food establishment facility the letter grade card, or the inspection score card, or

both, as determined by the county health officer, so as to be clearly visible to the general public and to patrons entering the establishment facility. "Clearly visible to the general public and to patrons" means:

1. Posted in the front window of the ~~establishment~~ food facility within five (5) feet of the front door or posted in a display case mounted on the outside front wall of the food facility within five (5) feet of the front door;

2. ~~Posted in a display case mounted on the outside front wall of the establishment within five feet of the front door~~ Posted adjacent to the pass out window on a mobile food facility, or on the customer service side of an unenclosed mobile food facility; or

3. Posted in a location as directed and determined in the discretion of the county health officer to ensure proper notice to the general public and to patrons.

B. In the event that a food establishment facility is operated in the same building or space as a separately licensed or permitted business, or in the event that a food establishment facility shares a common patron entrance with such a separately licensed or permitted business, or in the event of both, the county health officer shall post the letter grade card, or the inspection score card, or both, in the initial patron contact area, or in a location as determined in the discretion of the county health officer.

C. The letter grade card and the inspection score card shall not be defaced, marred, reproduced, copied, camouflaged, hidden or removed. It is unlawful to operate a food establishment facility unless the letter grade card, or the inspection score card, or both, as determined by the county health officer, is ~~or are~~ in place as set forth

hereunder. Removal of the letter grade card, or the inspection score card, or both, is a violation of this chapter and may result in the suspension or revocation of the public health permit and shall be punishable as specified in Section 8.04.930.

D. Every food establishment facility shall post a legibly lettered sign which displays the following information so as to be clearly visible to the general public and to patrons entering the establishment facility:

Any public health concerns regarding this establishment facility should be directed to the County of Los Angeles, Environmental Health office located at:

\_\_\_\_\_ (local office address and telephone number to be provided by the county health officer).

E. The food official inspection report upon which the letter grade card, or the inspection score card, or both, are is based and all subsequent reports issued by the county health officer shall be maintained at the food establishment facility and shall be available to the general public and to patrons for review upon request. The food establishment facility shall keep the food official inspection report and all subsequent reports until such time as the county health officer completes the next routine inspection of the establishment facility and issues a new food official inspection report.

**SECTION 11.** Section 8.04.755 is hereby amended to read as follows:

**8.04.755 Letter grade card and inspection score card – Period of validity.**

A letter grade card, ~~an~~ or inspection score card, ~~or both~~, shall remain valid until the county health officer completes the next routine inspection of the food establishment facility.

**SECTION 12.** Section 8.04.943 is hereby amended to read as follows:

**8.04.943 Public health permit suspension or revocation—Notice of closure.**

A. Upon issuance of a written notice of suspension or revocation of the public health permit by the county health officer, the health officer shall post a notice of closure at the food establishment facility so as to be clearly visible to the general public and to patrons.

B. Upon issuance of the written notice of suspension or revocation of the public health permit by the county health officer, the food establishment facility shall immediately close to the general public and to patrons and shall discontinue all operations until the public health permit has been reissued or reinstated by order of the county health officer or until the establishment facility no longer operates as a food establishment facility.

C. The notice of closure shall remain posted until removed by the county health officer. Removal of the notice of closure by any person other than the county health officer or the refusal of a food establishment facility to close upon issuance of the written notice of suspension of the public health permit is a violation of this chapter and

may result in the suspension or revocation of the food establishment's facility's public health permit and shall be punishable as specified in Section 8.04.930.

[804069DMCC]

SECTION 13. This ordinance shall be published in The Daily Commerce a newspaper printed and published in the County of Los Angeles.



Gloria Molina  
Chair

ATTEST:

Sachi A. Hamai

Sachi A. Hamai  
Executive Officer -  
Clerk of the Board of Supervisors  
County of Los Angeles

I hereby certify that at its meeting of October 19, 2010. the foregoing ordinance was adopted by the Board of Supervisors of said County of Los Angeles by the following vote, to wit:

<u>Aves</u>		<u>Noes</u>	
Supervisors	<u>Mark Ridley-Thomas</u>	Supervisors	<u>None</u>
	<u>Zev Yaroslavsky</u>		
	<u>Don Knabe</u>		
	<u>Michael D. Antonovich</u>		
	<u>Gloria Molina</u>		

Effective Date: November 18, 2010

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

Sachi A. Hamai

Sachi A. Hamai  
Executive Officer -  
Clerk of the Board of Supervisors  
County of Los Angeles

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By [Signature]  
Deputy



APPROVED AS TO FORM:  
ANDREA SHERIDAN ORDIN  
County Counsel

By [Signature]  
Leela Kapur  
Chief Deputy County Counsel

**ORDINANCE NO. 1767**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, INCORPORATING, BY REFERENCE, AMENDMENTS TO CHAPTER 8.04 (PUBLIC HEALTH LICENSES) OF THE LOS ANGELES COUNTY CODE RELATING TO INSPECTION AND POSTING OF LETTER GRADES FOR MOBILE FOOD FACILITIES**

WHEREAS, the City of Gardena has heretofore adopted by reference Title 11, "Health and Safety," of the Los Angeles County Code and Chapter 8.04, "Public Health Licenses," of the Los Angeles County Code as the Gardena Health Code; and

WHEREAS, the County of Los Angeles has adopted amendments to Chapter 8.04 to provide requirements for inspection grading and posting of letter grades for mobile food facilities; and

WHEREAS, the City wishes to update its Health Code to incorporate the amendment pertaining to mobile food facilities; and

WHEREAS, on June 14, 2016, the City Council held a duly noticed public hearing to consider adoption of the amendment to the Health Code.

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

SECTION 1. Section 8.04.010 of the Gardena Municipal Code is amended to read as follows:

**8.04.010 County Health Code - Adopted.**

A. Subject to the additions, amendments and deletions set forth in this chapter, the city adopts Title 11, "Health and Safety," of the Los Angeles County Code by reference, including all amendments thereto through June 30, 2010, and Chapter 8.04, "Public Health Licenses," of the Los Angeles County Code by reference, including all amendments thereto through October 19, 2010, and together these provisions shall be referred to as the Gardena Health Code.

B. The adoption of Title 11 and Chapter 8.04 of the Los Angeles County Code does not authorize any use not otherwise authorized by Title 18 of the Gardena Municipal Code.

C. For purposes of the adoption of the County Health Code, references to the county or to unincorporated areas of the county shall mean the city of Gardena.

D. The provisions of the Gardena health code may be enforced by appropriate personnel of both the city and the county.

SECTION 2. In accordance with Government Code Section 50022.4, the following penalty clauses are contained in Chapter 8.04 of the Los Angeles County Code and are hereby adopted:

**8.04.930.1.1 - Violation—Penalty.**

Violation of this chapter is punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the county jail for not more than six (6) months, or by both such fine and imprisonment. Each day during any portion of which any violation of any provision of this chapter is committed, continued or permitted, makes such violation a separate offense.

**8.04.934 - Operating without a public health license or permit - Deemed misdemeanor—Penalty.**

Violation of Section 8.04.932 is a misdemeanor punishable by fine, or imprisonment in the county jail for a period not exceeding six months, or both. Such fine shall not be more than \$500.00, and shall:

- A. For the first violation, not be less than \$100.00; and
- B. For the second and any subsequent violation, be \$500.00.

**8.04.936 - Operating without a public health license or permit—Injunctive relief.**

Any person violating Section 8.04.932 may be enjoined from such violation by any court of competent jurisdiction. The remedy provided by this section is cumulative to any other remedy provided by law.

**8.04.938 - Violation of injunction—Civil penalty.**

Any person who intentionally violates any injunction issued pursuant to Section 8.04.936 shall be liable for a civil penalty collected by the county health officer not to exceed \$500.00 for each violation.

SECTION 3. 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 4. Certification. The City Clerk shall certify to 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, cause the same to be published as required by law, in a publication of general circulation.

SECTION 5. Effective Date. This ordinance shall not become effective or be in force until thirty (30) days from and after the date of its adoption.

Passed, approved, and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
PAUL K. TANAKA, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



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

**AGENDA REPORT SUMMARY**

Agenda Item No. 8. A. ( 4 )  
 Department: ELECTED and ADMINISTRATIVE OFFICES  
 Meeting Date: 06/14/2016  
 Ordinance: No. 1768

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**AGENDA TITLE: ORDINANCE NO. 1768, AMENDING SECTION 14.04.090 OF THE GARDENA MUNICIPAL CODE RELATING TO RENT MEDIATION**

*(Introduced by Council Member Terrence Terauchi, May 24, 2016)*

<b>COUNCIL ACTION REQUIRED:</b>	<u>Action Taken</u>
Adopt Ordinance No. 1768	

**RECOMMENDATION AND STAFF SUMMARY:**

Staff respectfully recommends that the City Council adopt Ordinance No. 1768, which amends portions of the "Notification of rent increases" section of the Gardena Municipal Code relating to rent mediation. The Ordinance was introduced by Council Member Terauchi at the May 24, 2016, City Council Meeting.

In order to more efficiently and effectively implement the City of Gardena's Rent Mediation Ordinance, Staff wishes to modify the Ordinance to:

1. Provide that the time within which a tenant may request mediation is measured from service of the rent increase notice, with the effective date of service being extended by five (5) days in the case of service by mail, and two (2) days in the case of service by Express Mail; and
2. Clarify that Mobile Home Homeowner rent increases are not subject to mediation if they do not exceed one-half (1/2) of the Consumer Price Index (CPI) between the date of the notice of rent increase and the latest time at which the then effective rent could have been noticed.

This will ensure that the CPI measurement for rent increases which were noticed well in advance of the effective date will not be measured from the date that they were noticed, and that park owners, who are required by law to provide notice ninety (90) days before the effective date of a rent increase, will be able to insulate the increase from mediation if the rent increase does not exceed one-half (1/2) of the CPI increase measured from notice of the previous increase.

**FINANCIAL IMPACT/COST:**

None

**ATTACHMENT:**

Ordinance No. 1768

Submitted by *Mitchell G. Lansdell*, Mitchell G. Lansdell, City Manager Dated: 06/08/2016

ORDINANCE NO. 1768

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING SECTION 14.04.090 OF THE GARDENA MUNICIPAL CODE RELATING TO RENT MEDIATION

WHEREAS, the City Council, by adoption of Ordinance No. 1761, amended Chapter 14.04 of the Gardena Municipal Code to improve the City's program to protect residential tenants from unreasonable rent increases while permitting the owners of residential rental properties to receive rent at a level that allows them to maintain the rental units, as well as to receive a reasonable return on their property; and

WHEREAS, the City Council wishes to enact technical changes to the Rent Mediation Ordinance, as amended, to facilitate the implementation of the program.

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

SECTION 1. Section: 14.04.090 Notification of rent increases. D. and E. are amended to read, as follows:

D. Notice of any rent increase exceeding five (5) percent of the rent charged during the twelve (12) months prior to the effective date of the increase shall include a notice to the tenant, including a Mobile Home Homeowner, of the right to mediation/hearing and that the tenant has ten (10) business days following receipt service of the notice, or twenty-five (25) business days for a Mobile Home Homeowner, to file a mediation petition in order to exercise the tenant's rights under this chapter. If service is by mail, service shall be effective five (5) days from the date of mailing, or two (2) days in the case of Express Mail, in accordance with Code of Civil Procedure Section 1013.

E. Notice of any rent increase to a Mobile Home Homeowner in a Mobile Home park shall include a notice to the Mobile Home Homeowner of the right to mediation/hearing and that the Mobile Home Homeowner has twenty-five (25) business days following service of the notice in accordance with California Civil Code Section 798.14 to file a mediation petition in order to exercise the mobile home homeowner's rights under this chapter. If service is by mail, service shall be effective five (5) days from the date of mailing, or two (2) days in the case of Express Mail, in accordance with Code of Civil Procedure Section 1013. Such notice of the right to mediation/hearing need not be given, and the right to mediation/hearing shall not be applicable to, any

rent increase in an amount less than one-half (1/2) of the percentage increase in the Consumer Price Index from the most recently published index available ninety (90) days prior to the date that the mobile home homeowner's then current rent was first effective to the date of the most recently published index at the time the notice is given.

**SECTION 2.** 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 3.** This ordinance shall not become effective or be in force until thirty (30) days from and after the date of its adoption.

Passed, approved, and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
PAUL K. TANAKA, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



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

Agenda Item No. 8. A. (5)  
Department: Elected & Administrative  
Offices  
Meeting Date: June 14, 2016

**AGENDA REPORT SUMMARY**

TO: THE HONORABLE MAYOR AND CITY COUNCIL  
AGENDA TITLE: RESOLUTION NO. 6231 – Annual Statement of Investment Policy  
For Fiscal Year 2016-2017

<u>COUNCIL ACTION REQUIRED:</u>  PASS, APPROVE AND ADOPT RESOLUTION NO. 6231	<u>Action Taken</u>
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RECOMMENDATION AND STAFF SUMMARY:

AS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 53601-53695, THE CITY IS REQUIRED TO PROVIDE AN ANNUAL INVESTMENT POLICY FOR FISCAL YEAR 2016-2017. ALL INVESTMENT INSTRUMENTS CONTAINED IN THIS POLICY ARE PERMITTED BY THIS GOVERNMENT CODE.

FINANCIAL IMPACT/COST:

WITH THIS INVESTMENT POLICY, WE STRIVE TO INCREASE INTEREST REVENUE WITHOUT NEGATIVELY IMPACTING THE TREASURER'S BUDGET.

ATTACHMENTS:

RESOLUTION NO. 6231

Submitted by J. Ingrid Tsukiyama, J. Ingrid Tsukiyama, City Treasurer      Date 06/09/16  
Signature

Concurred by Mitchell G. Lansdell, Mitchell G. Lansdell, City Manager      Date 06/09/16

**RESOLUTION NO. 6231**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ACKNOWLEDGING THE RECEIPT AND FILING OF THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR THE FISCAL YEAR 2016-2017**

**WHEREAS**, the Governor of the State of California signed legislation into law effective January 1, 1996 (SB564); and

**WHEREAS**, this statement is intended to outline the policies for maximizing the efficiency of the City's Cash Management System and for prudent investment of the City's funds, and to provide guidelines for suitable investments.

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

SECTION 1. That the City Treasurer of the City of Gardena declares the annual Statement of Investment Policy for fiscal year 2016-2017 to be as follows:

**I. POLICY**

In accordance with State Law and under the authority granted by the City Council, the City Treasurer is responsible for investing the unexpended cash in the City Treasury. The investment of the City of Gardena's funds is directed to the goals of safety, liquidity and yield. The authority governing investments for municipal governments is set forth in the California Government Code, Sections 53601 through 53659. The City Treasurer shall attempt to obtain the highest yield using the average three months Treasury Bill as a bench mark, provided that all investments meet the criteria established for safety and liquidity.

Criteria for selecting investments and the order of priority are:

1. **Safety.** The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of these amounts. The City only operates in those investments or accounts considered safe as to their maintenance and protection.
2. **Liquidity.** This refers to the ability to convert accounts or instruments into cash. Liquidity is an important investment quality especially when the need for unexpected funds occurs occasionally.
3. **Yield.** Yield is the potential dollar earning on the original principal of the investment or cash account. and sometimes is described as the rate of return.

The investment policy and practices of the City Treasurer for the City of Gardena are based upon Federal, State, and Local law and prudent money management. The primary objectives of this policy are:

1. To protect the principal and asset holdings of the City's portfolio.
2. To ensure adequate liquidity is provided for the prompt, efficient handling of City's disbursement.

3. To generate the maximum amount of investment income within the parameter of this Statement of Investment Policy and the guidelines for suitable investments.

The ultimate goal is to enhance the economic status of the City while protecting its funds.

## **II. SCOPE**

The investment policy applies to all financial assets of the City of Gardena as accounted for in the City Annual Audited Report with some limited exceptions for Bonds Proceeds managed by the Trustees. Policy statements outlined in this document focus on the City of Gardena's pooled funds, but will also apply to all other funds under the City Treasurer's span of control unless exempted by resolution or statute. This policy is applicable, but not limited to all funds listed below:

- General City Account Funds
- Bus Lines Fund
- Sewer Fund
- Capital Improvement Funds
- Special Capital Improvements
- Liability Fund
- TRAN Proceeds
- Any new fund created by the Accounting Manager unless specifically exempted by resolution

One exception does exist regarding the investments of the bond reserve funds. The Trustee has no obligation in adhering to this policy due to the Bond Indenture Agreement. However, the Trustee shall consult with the Treasurer for guidelines and recommendations.

## **III. PRUDENCE**

Generally, investments shall be made in the context of the "Prudent Investor" rule which states that: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

It is the City's full intent, at the time of purchase, to hold all investments until maturity to ensure the return of all invested principal dollars. However, it is realized that market prices of securities will vary depending on economic and interest rate conditions at any point in time. It is further recognized, that in a well-diversified investment portfolio, occasional measured losses are inevitable due to uncontrollable forces in the economy and bond market. These occasional losses must be within the context of the overall investment program and the resultant long term rate of return.

The City Treasurer and other individuals assigned to manage the investment portfolio, acting within the intent and scope of the investment policy and other written procedures and exercising due diligence, shall be relieved of personal responsibility and liability for an individual security's credit risk or market price change, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse development.

#### IV. OBJECTIVES

##### A. SAFETY OF PRINCIPAL

Safety of principal is the foremost objective of the City of Gardena. Each investment transaction shall seek to ensure that capital losses are avoided, whether from securities default, broker-dealer default or erosion of market value. The City shall seek to preserve principal by mitigating the two types of risk, credit risk and market risk.

Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in investment grade securities and by diversifying the investment portfolio so that the failure of any one issuer does not unduly harm the City's capital base and cash flow.

Market risk, defined as market value fluctuations due to overall, changes in the general level of interest rates, shall be mitigated by limiting the average maturity of the City's investment portfolio to two years, the maximum maturity of any one security to five years, structuring the portfolio based on historic and current cash flow analysis eliminating the need to sell securities prior to maturity and avoiding the purchase of long term securities for the sole purpose of short term speculation.

##### B. LIQUIDITY

Because the City operates its own Bus Lines, cash flow is generated on a daily basis. Historical cash flow trends are compared to current cash flow requirements on an ongoing basis in an effort to ensure that the City's investment portfolio will remain sufficiently liquid to enable the City to meet all reasonable anticipated operating requirements.

##### C. COLLATERAL REQUIREMENTS

Collateral are required for investments in certificates of deposit, repurchase agreements and reverse repurchase agreements. In order to reduce market risk, the collateral level will be at least 110% of market value of principal and accrued interest.

In order to conform with the provisions of the Federal Bankruptcy Code, which provides for liquidation of securities held as collateral, the only securities acceptable as collateral shall be certificates of deposit, commercial paper, eligible banker's acceptances, medium term notes or securities that are the direct obligation of, or are fully guaranteed as to principal and interest by, the United States or any agency of the United States.

#### V. AUTHORIZED INVESTMENT

The City is governed by the Government Code, Section 53600 et seq. The temporarily idle funds of the City of Gardena shall only be invested in securities and diversified within the context of these limitations. The following investments are authorized, as further limited herein:

1. **United States Treasury Bills, Notes and Bonds**, or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no limitation as to the percentage of the City's surplus funds which can be invested. The maximum maturity length shall not exceed 5 years.
2. **Securities issued or guaranteed by the full faith and credit of the United States Government or its agencies, which include, but are not limited to: FDIC, FFCB, FHLB, FNMA, FHLMC, GMNA, TVA.** Although there is no percentage limitation on these issues, the "prudent investor" rule shall apply for a single agency name, as U.S. Government backing is implied rather than guaranteed. The maximum maturity length shall not exceed 5 years.

*Investments detailed in items 3 through 10 are further restricted to percentage of the cost value of the portfolio in any one issuer to a maximum of 15%. The total value invested in any one issuer shall not exceed 5% of the issuer's net worth. Again, a five year maximum maturity limitation is applicable unless further restricted by this policy.*

3. **Bill of Exchange** or time drafts drawn on and accepted by a commercial bank, otherwise known as **banker's acceptance**. Banker's acceptances purchased may not exceed 180 days maturity or 40% of the City's temporarily idle funds.
4. **Commercial paper** ranked "P1" by Moody's Investor Services and "A1+" by Standard and Poor's, and issued by a domestic corporation having assets in excess of \$500,000,000 and having an "AA" or better rating on its long term debentures as provided by Moody's or Standard and Poor's. Purchase of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation. Purchase of commercial paper may not exceed 15% of the City's surplus funds.
5. **Negotiable certificates of deposit** issued by a nationally or State-Chartered Bank or a State or Federal Savings and Loan Association. Purchase of negotiable certificates of deposit may not exceed 30% of total portfolio. A maturity limitation of five years is applicable
6. **Repurchase agreements**. The City may invest in repurchase agreements with banks and dealers with which the City has entered into a master repurchase agreement contract that specifies terms and conditions of repurchase agreements. The maturity of repurchase agreements shall not exceed 90 days. The underlying securities are to be United States Treasuries or Agencies that have a market collateral value that equals 102% of the repurchase agreement amount including accrued interest. The maximum maturity of that collateral is not to exceed 5 years.
7. **Reverse repurchase agreements** that specify terms and conditions may be transacted with broker dealers and financial institutions, but cannot exceed 20% of the portfolio value on the date entered into. The City may enter into reverse repurchase agreements which may not exceed 90 days.
8. **Local Agency Investment Fund**. The City may invest in the Local Agency Investment Fund (LAIF) established by the State Treasurer for the benefit of local agencies up to the maximum permitted by State law
9. **Time Deposit**. The City may invest in non-negotiable, collateralized time deposits, in accordance with the California Government Code, in those banks and savings and loan associations that meet the requirements for investment in negotiable certificates of deposit. Since time deposits are not liquid, no more that 25% of the temporarily idle fund may be invested in this category
10. **Medium Term Corporate Notes**, with a maximum maturity of five years, may be purchased. Securities eligible for investment shall be rated AA or better by Moody's or Standard & Poor's rating services. Purchase of medium term notes may not exceed 30% of the market value of the portfolio and not more than 15% of the market value of the portfolio may be invested in notes issued by one corporation. Commercial paper holdings should also be included when calculating the 15% limitation
11. **Mutual Funds** investments held by City must restrict their underlying investments to subsection "A" through "J" of 53601 of the Government Code or subsections "M" or "N" of 53601 of the Government Code. Mutual Funds held by the City will have a maximum maturity of five (5) years, will not exceed twenty (20%) percent of the portfolio, and will have a minimum rating of *AAA or AAI by Moody's and AAA or AA+ by S&P*. Mutual Fund investments will be made in accordance with section 53601(k) (1) of the Government Code

12. **Mutual Funds (Money Market Funds)** held by the City will have a maximum maturity of 90 days, will not exceed twenty (20%) percent of the City's portfolio, and will have a minimum rating of AAA or Aa by either Moody's or S&P. Mutual Fund investments will be made in accordance with section 53601(k) (2) of the Government Code.
13. **Investment Trust of California (CalTRUST).** The City may invest in shares issued by CalTRUST in accordance with Section 53601(p) of the Government Code. CalTRUST is a joint power authority created for the benefit of local agencies.
14. **Ineligible investments.** Investments not described herein, including, but not limited to common stocks are prohibited from the use in this fund.

#### **VI. QUALIFIED DEALERS AND INSTITUTION**

The City shall transact business only with banks, savings and loans and registered investment dealers. The purchase by the City of any Investment other than those purchased directly from the issuer, shall be purchased either from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporations Code, who is a member of the National Association of Securities Dealers, or a member of a Federally regulated securities exchange, a National or State-Chartered Bank, A Federal or State Association (as defined by Section 5102 of the Financial Code), or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank.

#### **VII. SAFEKEEPING OF SECURITIES**

To protect against potential losses caused by collapse of individual securities dealers, all securities owned by the City except securities used as collateral repurchased agreements, shall be kept in safekeeping with "perfect interest" by a third party bank trust department, acting as agent for the City under the terms of a custody agreement executed by the bank and by the City. All securities will be received and delivered using standard delivery-vs.-payment procedures.

#### **VIII. INVESTMENT REPORTING AND MONTHLY REPORT**

The Treasurer shall render a monthly report to the City Council showing the type of investment, institution, date of maturity, par value of investment, cost basis of investment, current market value change of all securities, rate of interest, interest earned, gains and losses and such data as may be required by the City Council. The report shall also detail all repurchase agreements, and shall state its relationship to this Statement of Investment Policy as directed under the Code and will be in compliance with GASB #34.

#### **IX. PERFORMANCE MEASUREMENTS OF PORTFOLIO**

The City Treasurer shall include in the monthly report of investment activity performance measurements comparing the current month's yield with the three-month average Treasury Bill.

**X. INVESTMENT CONTROLS**

The City Treasurer has developed a system of internal investment controls and a segregation of responsibilities of investment functions. These controls are designed to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, or imprudent actions by employees and officers of the Treasurer's staff.

**XI. ETHICS AND CONFLICT OF INTEREST**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

**XII. LEGISLATIVE CHANGES**

Any State of California legislative action, that further restricts allowable maturities, investment type or percentage allocations, will be incorporated into the City of Gardena's Investment Policy and supersede any and all previous applicable language.

**XIII. DELEGATION OF AUTHORITY**

In the absence of the City Treasurer, the authority to execute investment transactions affecting the City's temporarily idle funds will be restricted to the Deputy Treasurer.

**XIV. LIMITING MARKET VALUE EROSION**

The longer the maturity of securities, the greater their market price volatility. Therefore, it is the general policy of the City to limit the potential effects from erosion in market values by adhering to the following guidelines:

1. All immediate and anticipated liquidity requirements will be addressed prior to purchasing all investment.
2. Maturity dates for long-term investment will coincide with significant cash flow requirements where possible, to assist with short term cash requirements at maturity.
4. All long-term securities will be purchased with the intent to hold all investments to maturity under then prevailing economic conditions. However, economic or market conditions may change, making it in the City's best interest to sell or trade a security prior to maturity.

**XV. POLICY REVIEW**

This Investment Policy shall be reviewed at least annually to ensure its consistency with the overall objectives of **SAFETY, LIQUIDITY and YIELD** and its relevance to current law, financial and economic trends, and to meet the needs of the City of Gardena. Any amendments to the policy shall be forwarded to City Council for approval.

SECTION 2. An annual statement of investment policy for the City of Gardena has been filed by the City Treasurer for fiscal year 2016-2017 in compliance with Section 53646(A) (2) of the Government Code of the State of California.

SECTION 3. That this resolution shall be effective immediately upon adoption by the City Council.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
PAUL K. TANAKA, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



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

Agenda Item No. 8. B ( 1 )  
 Department: POLICE, STREETS, & DEVELOPMENT SVCS.  
 Meeting Date: 06/14/2016

**AGENDA REPORT SUMMARY**

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: **PUBLIC HEARING: RECEIVE COMMENTS ON THE 2015 ANNUAL HOUSING ELEMENT PROGRESS REPORT (APR) ON THE IMPLEMENTATION OF THE CITY'S 2014-2021 HOUSING ELEMENT OF THE GENERAL PLAN PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65400**

<u>COUNCIL ACTION REQUIRED</u>	<u>Action Taken</u>
<ul style="list-style-type: none"> <li>• Conduct a Public Hearing</li> <li>• Receive and File Report</li> </ul>	

**RECOMMENDATION AND STAFF SUMMARY**

Staff respectfully recommends that the City Council conduct a public hearing on the City's Annual Housing Element Progress Report (APR) pursuant to California Government Code Section 65400, which requires each governing body (City Council or Board of Supervisors) to prepare an annual report on the status and progress of implementing the jurisdiction's housing element of the general plan using forms and definitions adopted by the California Department of Housing and Community Development.

The APR is due every year for the prior calendar year and shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments. The 2014-2021 Housing Element of the General Plan delineates the following tables that were made available to the public for examination and comments for a 30-day period beginning May 5, 2016 and ending June 3, 2016.

- A: Annual Building Activity Report– Low, and Very Low-Income Units and Mixed-Income Multifamily Projects
- A2: Annual Building Activity Report – Summary for Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)
- A3: Annual Building Activity Report Summary for Moderate and Above Moderate-Income Units
- B: Regional Housing Needs Allocation Progress
- C: Program Implementation Status

The City's APR was submitted to the California Department of Housing and Community Development. A copy of the APR will also be sent to the Governor's Office of Planning and Research following the Public Comment period. As a procedural matter, the annual report must be presented for public participation and to the City Council for review and acceptance.

**FINANCIAL IMPACT/COST**

N/A

**ATTACHMENTS**

2015 Annual Housing Element Progress Report  
 Notice of 30-Day Public Comment Period

Submitted by: Edward Medrano, Edward Medrano, Director  
 Police, Streets & Development Services Date: 6/8/16

Concurred by: Mitchell G. Lansdell, Mitchell G. Lansdell, City Manager Date: 6/8/16

# ANNUAL ELEMENT PROGRESS REPORT *Housing Element Implementation*

(CCR Title 25 §6202.)

Jurisdiction                      GARDENA  
Reporting Period                01/01/2015                      -                      12/31/2015

Pursuant to GC 65400 local governments must provide by April 1 of each year the annual report for the previous calendar year to the legislative body, the Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD). By checking the "Final" button and clicking the "Submit" button, you have submitted the housing portion of your annual report to HCD only. Once finalized, the report will no longer be available for editing.

The report must be printed and submitted along with your general plan report directly to OPR at the address listed below:

Governor's Office of Planning and Research  
P.O. Box 3044  
Sacramento, CA 95812-3044

# ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

(CCR Title 25 §6202 )

Jurisdiction GARDENA  
Reporting Period 01/01/2015 - 12/31/2015

Table A

## Annual Building Activity Report Summary - New Construction Very Low-, Low-, and Mixed-Income Multifamily Projects

1		2			3			4			5		5a		6		7		8	
		Project Identifier (may be APN No., project name or address)		Unit Category	Tenure R=Renter O=Owner		Affordability by Household Incomes			Total Units per Project			Est. # Infill Units*		Assistance Programs for Each Development See Instructions		Deed Restricted Units See Instructions		Housing without Financial Assistance or Deed Restrictions	
		Very Low- Income	Low- Income	Moderate- Income	Above- Moderate- Income	Total Units per Project	Est. # Infill Units*		Assistance Programs for Each Development See Instructions		Deed Restricted Units See Instructions		Housing without Financial Assistance or Deed Restrictions							
Olson Urban Housing		0	0	42	0	42	0													
Platinum Row		0	0	96	0	96	0													
<b>(9) Total of Moderate and Above Moderate from Table A3</b>		276			0															
(10) Total by Income Table A/A3		0			0															
<b>(11) Total Extremely Low-Income Units*</b>		0			0															

\* Note: These fields are voluntary

# ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

(CCR Title 25 §6202 )

Jurisdiction: GARDENA  
 Reporting Period: 01/01/2015 - 12/31/2015

**Table A2  
 Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant  
 to GC Section 65583.1(c)(1)**

Please note: Units may only be credited to the table below when a jurisdiction has included a program it its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				TOTAL UNITS	(4) The Description should adequately document how each unit complies with subsection (c )(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS		
(1) Rehabilitation Activity	0	0	0	0	0	
(2) Preservation of Units At-Risk	0	0	0	0	0	
(3) Acquisition of Units	0	0	0	0	0	
(5) Total Units by Income	0	0	0	0	0	

\* Note: This field is voluntary

# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202 )

Jurisdiction GARDENA  
 Reporting Period 01/01/2015 - 12/31/2015

**Table A3**  
**Annual building Activity Report Summary for Above Moderate-Income Units**  
 (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for <b>Moderate</b>	0	0	138	0	0	138	138
No. of Units Permitted for <b>Above Moderate</b>	0	0	0	0	0	0	0

\* Note: This field is voluntary

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202.)

Jurisdiction GARDENA  
 Reporting Period 01/01/2015 - 12/31/2015

**Table B**  
**Regional Housing Needs Allocation Progress**  
 Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.	Income Level	RHNA Allocation by Income Level	Year	Total Units to Date (all years)	Total Remaining RHNA by Income Level									
			1	2	3	4	5	6	7	8	9			
Very Low	Deed Restricted	98	37	0	0	0	0	0	0	0	0	0	37	61
	Non-Restricted		0	0	0	0	0	0	0	0	0	0		
Low	Deed Restricted	60	0	0	0	0	0	0	0	0	0	0	0	60
	Non-Restricted		0	0	0	0	0	0	0	0	0	0		
Moderate		66	95	120	276	0	0	0	0	0	0	0	491	0
Above Moderate		173	0	0	0	0	0	0	0	0	0	0	0	173
Total RHNA by COG. Enter allocation number:		397												
Total Units			132	120	276	0	0	0	0	0	0	0	528	
Remaining Need for RHNA Period														294

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202 )

Jurisdiction GARDENA  
 Reporting Period 01/01/2015 - 12/31/2015

**Table C**  
**Program Implementation Status**

Program Description (By Housing Element Program Names)	Objective	Timeframe in H.E.	Status of Program Implementation
17) R-4 Zone Amendment	Amend R-4 Zone to facilitate affordable housing	Within one year of adoption of Housing Element	Complete
18. Mixed Use Overlay Zone Amendment	Amend the MUO to facilitate affordable housing	Within one year of Adoption of Housing Element	Complete
19. Rezoning of Two Sites	Rezoning City-owned parcel at 154th and Van Ness from R-3 to R-4 and the parcel comprising part of Lot Consolidation Site No. 25 from R-3/R-4 split zoning to R-4	Within one year of Adoption of the Housing Element	Complete
20. Adequate Sites Monitoring	1) Maintain an up-to-date inventory of adequate housing sites for each income	2008-2014	1. Ongoing 2 & 3 Annual Survey is pending

	<p>category</p> <p>2) Develop and implement a formal ongoing procedure to evaluate and identify additional sites as necessary</p> <p>3) Perform an annual evaluation to determine whether sites are being utilized for residential development and monitor the effectiveness of programs and incentives</p>	
<p>21. Opportunity Sites Listing and Outreach</p>	<p>1) Continue maintain an updated listing of opportunity sites</p> <p>2) Establish expedited permitting procedures for mixed use projects including a streamlined process for lot consolidation</p> <p>3) Initiate contact with South Bay Board of Realtors about development opportunities involving lot consolidation</p>	<p>Within One Year of Adoption of Housing Housing Element</p>
<p>22. Non-Profit Development Partnership</p>	<p>Hold at least one workshop annually to discuss the City's plans development opportunities, resources/assistance, and the RFQ process.</p>	<p>Ongoing</p>
<p>23. Rent Mediation Board</p>	<p>1) Continue to provide Rent Mediation Assistance to Continue conducting the annual survey of rental housing units</p>	<p>Ongoing</p>
<p>24. Fair Housing Program</p>	<p>Continue contracting with the Fair Housing Foundation (FHF) to assure City residents have equal access to housing</p>	<p>Ongoing</p>
	<p>1) A list of Opportunity sites will be maintained on the Economic Development website; list in process of being updated</p> <p>2) Objectives 2 &amp; 3 are complete</p>	<p>Plans for second workshop in process. Projected date, March 2017</p>
		<p>The City continues to provide the Rent Mediation and Hearing Procedure assistance to renters and property owners and continues to conduct annual surveys of rental units. During 2015, the Rent Mediation Board considered seven (7) cases of which five (5) were resolved and two (2) were closed or cancelled. The last annual survey of rental units was conducted in November 2015. Rental rate reports are conducted monthly by the Rent Mediation Board members</p>
		<p>The City of Gardena continues to contract with FHF to provide comprehensive educational and enforcement programs to City residents, tenants, housing providers, home seekers and those in the housing industry. FHF provided written materials in English, Spanish, Khmer, Korean and Vietnamese and also maintains a contract with Certified Languages International for real time interpreting. It also made specific outreach efforts to immigrant populations in low-income neighborhoods to assist in informing and organizing such populations. FHF provides direct client services to predominantly low and very low-income households and individuals. Targeted marketing materials were specifically directed towards racial/ethnic and low income areas and was provided to 32 regional and local lenders.</p>

25) Rental Assistance	Continue to promote diversity through affirmative marketing of the availability of Section 8 Rental Certificates and the availability of Section 202 units	Ongoing for Rental Assistance	The majority of the City's rental assistance and all of its Section 8 Assistance is administered by the LA County CDC (see Program 2 Section 8 Rental Assistance). The latest 202 Housing project is the Spring Park Senior Villa which is scheduled for closeout in January 2016 and is now a fully occupied 202 building. All of the City's Housing Programs use affirmative marketing as directed by HUD and the State HCD and does outreach to those ethnic groups that are less likely to seek assistance. Marketing materials are provided in Spanish and English. The City of Gardena provides outreach to homeless residents and local homeless gathering places, e.g. community centers and libraries and through the City of Gardena Social Services Staff. The Human Services Bureau for the City of Gardena also provides assistance as needed with counseling and rental assistance referrals.
26. Accessible Housing	Objectives 1 & 2 have been accomplished 3) Provide Rehab loans/grants to income-qualified households for access improvements	Within One Year of Adoption of Housing Element	3) As noted in Program 1 Housing Rehabilitation Program, the Handyworker Program and the Residential Rebate provided Rehab assistance to 29 families during 2015. 15 families received rehab assistance grants using CDBG funds for wheelchair ramps, modified steps and handrails
12. Brownfields Program	Objectives 1,2 &3 have been completed (Refer to 2014 report) 4) Continue community outreach through the Brownfields Community Relations Committee (BCRC )	2014	The BCRC no longer meets on a regular basis. The City provides ongoing outreach to the community through FACT Sheets and postings to Economic Development website.  The remaining Objectives under objective 4 are complete.
13. Second Unit Ordinance	All Objectives are complete	Within on year of Adoption of Housing Element	All Objectives are complete; submitted in 2014 Progress report
14. Single Room Occupancy	1) Amend the zoning ordinance to permit SROs in the M-1 zone with a CUP; 2) Maintain a list of existing hotels that are candidates for conversion; 3) Review SRO conversion applications on an annual basis.	Within one Year of Adoption of the Housing Element	1, Objective 1 is complete 2. Objective 2 is ongoing 3. No SRO applications have been received
15. Transitional and Supportive Housing	Continue to comply with State law regarding transitional and supportive housing	Within one year of adoption of the Housing Element	Ongoing
16. Emergency Shelters	This Objective is Complete	Within One year of	Completed - This objective is no longer necessary

27. Continuum of Care	Continue to participate in the County's Continuum of Care, and allocate CDBG monies to fund the City's Emergency Services Program	Ongoing	In addition to our current efforts, the City through its Community Development Division recently participated in the updated homeless count program. The City is also working in partnership with the Los Angeles County Homeless Services Authority and the South Bay Cities Council of Governments, as well as local nonprofits and volunteer organizations to ensure that resources and temporary housing is available to the Gardena homeless population
1. Housing Rehabilitation Program	<p>1) Housing Rehabilitation Program</p> <p>a) Handy-Worker Fix-Up</p> <p>b) Residential Rebate</p> <p>2) Multi-Family Rehabilitation and Code Correction Program</p> <p>3) Owner-Occupied Rehabilitation Loan Program (OORP)</p>	Ongoing	<p>a) Handy-Worker Fix Up - 25 households were assisted during 2015 reporting year</p> <p>b) Residential Rebate - Four (4) households were assisted in 2014; all households were low income</p> <p>2a) MF Rehab and Code Correction - In 2015, a total of 27 households were assisted</p> <p>3) OORP - The City applied for new HCD grant to assist low-income families with rehab. SA was received in July 2015. One loan payoff was received in 2015 which will be used in 2016 to fund an additional applicant for a rehab. loan</p>
2. Section 8 Rental Assistance	Continue rental assistance to 600 households with additional assistance provide, as funding becomes available	While Effective Section 8 is admin. by the CDD/HACOL and not by the C of Gardena	The following is the record of households assisted in the City of Gardena from January 1, 2015-December 31, 2015 by LACDC/HACOLA: 1) A total of 636 households were assisted; 480 Extremely Low Income, 111 Very low and 30 Low Income under the Voucher program. Under the Certificate Program 13 Extremely Low Income and 2) Very Low Income Statistics for 2015 have been provided in this report obtained from CDC/HACOLA; no future reports will be provided for this Program since this program is not administered by C of Gardena
3. Preservation of At-Risk Units		2021	To be completed
4. Senior Housing Development	1) Encourage development of senior housing; continue to provide a streamline approval process and relaxed development standards; 2) Support applications for federal and state funding for quality developments 3) Provide information on City website and make available at Planning Development counter	2008-2014	These objectives have been achieved. However the City continues to support senior housing development. The Spring Park Senior Villa Project will be closed out in January 2016. Building is now fully occupied. Information regarding senior housing is provided by Community Development and Economic Development Staff on an ongoing basis by phone, website, marketing and at the Community Development counter. Monitoring for all 202 At-Risk units is ongoing.
5. Homeownership Program - Fresh Rate Program	Develop a mailing packet that will be sent to local lending entities to encourage	One Year After Housing	Program Objective Complete

	their use of the primary funds available through Independent Cities Lease Finance Authority	Element Adoption		
6. Density Bonus Ordinance/Affordable Housing Development Incentives	<p>1) Adopt a Density Bonus Ordinance to comply with State Law</p> <p>2) Shorten the project approval process period for housing projects that include affordable units</p>	Within One Year of Adoption of Housing Element	Objectives Achieved	
7. Green Building Program	All Objectives Achieved	Within Two Years of Adoption of Housing Element	All Objectives have been achieved	
8. Multi-family Development Impact Fee	Amend the Municipal Code to exempt lower income multi-family development projects from the multi-family development impact fee	Within One Year of Adoption of Housing Element	Program Objectives Achieved	
9. Specific Plans	<p>1) Examine the feasibility of establishing three new Specific Plan areas for mixed-use development</p> <p>2) Establish a maximum permitted residential density of 20 units/acre on new Specific Plan the Artesia Corridor Specific Plan which currently limits the density at 15 units/acre</p>	Within 2 years of Adoption of Housing Element	Objective 2 is Complete	1) The City is continuing to pursue this objective.
10. Gardena Boulevard	<p>1) Conduct a study to identify incentives for mixed uses in the C-R Zone and revise the zone accordingly</p> <p>2) Conduct Meetings with property owners to discuss the City's desire for residential mixed use development along Gardena Boulevard</p> <p>3) Develop 20 new multi-family units along Gardena Boulevard</p>	2010-2011 to amend C-R Zone; 2008-2014 to achieve Objectives 2 & 3	Objectives 1 & 2 are complete	3) Ongoing.
11. Development of Vacant and Underutilized Residential Sites	<p>1) Notify all property owners of vacant residential-zone land of affordable housing development incentives</p> <p>2) Use HOME funds to partner with for</p>	Within One Year of adoption of the Housing	1) This objective is complete	<p>2) This objective has not been achieved. However, Community Development/Economic Development staff continues outreach to developers and non-profit agencies to develop strategies and programs for construction of</p>

	<p>profit and/or non-profit developers for construction of new affordable housing on vacant and underutilized properties within the City</p> <p>3) Work with CHDOS/non profits to facilitate the development of new affordable housing units</p> <p>4) update the vacant land inventory using the City's GIS system</p>	<p>Element 2)&amp;3) 2010-2014 4)2010-2011</p>	<p>more affordable housing</p> <p>3) Ongoing</p> <p>4) Will be completed April 2016</p>
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**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
(CCR Title 25 §6202 )

Jurisdiction GARDENA  
Reporting Period 01/01/2015 - 12/31/2015

General Comments:

CITY OF GARDENA  
2015 ANNUAL HOUSING ELEMENT PROGRESS REPORT  
NOTICE OF 30-DAY PUBLIC COMMENT PERIOD

**PUBLIC NOTICE IS HEREBY GIVEN THAT**, under Government Code Section 65400 The City of Gardena will hold a Public Hearing to receive citizen comments on the "2015 Annual Housing Element Progress Report (APR)."

The APR, which is being prepared for submittal to the California Department of Housing and Community Development (HCD), is a report on the status and progress by the City in implementing the City's 2014-2021 Housing Element of the General Plan.

**PUBLIC NOTICE IS HEREBY FURTHER GIVEN THAT**, the Annual Progress Report will be available to the public for examination and comments for a 30-day period beginning **May 5, 2016** and ending **June 3, 2016**. Copies of this document are available for review at these sites: Gardena City Clerk's Office (Room 106), 1700 West 162<sup>nd</sup> Street; Community Development (Room 101), 1700 W. 162<sup>nd</sup> Street; City Manager's Office (Room 112), 1700 W. 162<sup>nd</sup> Street.

**PUBLIC NOTICE IS HEREBY FURTHER GIVEN THAT**, a Public Hearing to receive comments on the Annual Progress Report has been tentatively set for **Tuesday, June 14, 2016 at 7:30 p.m.** in the City Council Chambers at Gardena City Hall, 1700 West 162<sup>nd</sup> Street, Gardena, California. All persons interested in this matter may attend the public hearing and may present any comments deemed relevant to the City's 2015 Annual Housing Element Progress Report.

**PUBLIC NOTICE IS HEREBY FURTHER GIVEN THAT**, any person who is unable to attend this hearing may submit comments regarding the City's 2015 Annual Housing Element Progress Report during the 30-day period starting **May 4, 2016** and ending **June 3, 2016**, in writing, by telephone or in person to: **Raymond Barragan**, Community Development Manager, City of Gardena Community Development, 1700 W. 162<sup>nd</sup> Street, Gardena, California 9024; (310) 217-9526; email: [rbarragan@ci.gardena.ca.us](mailto:rbarragan@ci.gardena.ca.us); facsimile: (310) 217-9698.



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

**AGENDA REPORT SUMMARY**

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

Department: Recreation/Human Services/  
 Parks & Facilities

Meeting Date: June 14, 2016

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**AGENDA TITLE:** Approval of the Food Service Agreement between the City of Gardena and Tender Loving Care Catering, Inc. for the Provision of Meals for the Senior Community Action Meals Program (SCAMP) for Fiscal Years 2016-2020 subject to terms

<u>COUNCIL ACTION REQUIRED:</u>	Action Taken
<p>It is respectfully recommended that City Council award and approve the Food Service Agreement for the provision of meals for the Senior Community Action Meals Program (SCAMP) to Tender Loving Care Catering, Inc.</p>	
<p><u>RECOMMENDATION AND STAFF SUMMARY:</u></p>	
<p>Staff respectfully recommends that the City Council approve the Food Service Agreement between the City of Gardena and Tender Loving Care Catering, Inc. (TLC) The total cost for service is \$254,050.</p> <p>The Selection was based on proximity, proven competency and TLC.'s ability to provide a quality service at a reasonable cost. TLC was the low bid for the proposed services. TLC has been providing seniors meals for over eight years to other agencies and has provided Gardena Meals for the past four years.</p> <p>TLC has demonstrated a commitment for meeting compliance requirements of the County of Los Angeles and the Area Agency of Aging, conforms to nutrition requirements under Title III-C of the Older Americans Act (OAA) of 1965, and complies with the California Uniform Retail Food Facilities Law (CURFFL), the Hazard Analysis and Critical Control Point (HACCP) requirements, and Area Agency of Aging policies and procedures for Senior Nutrition Sites, Central Kitchens, and Home Delivered Meals.</p>	
<p><u>FINANCIAL IMPACT/COST:</u></p>	
<p><b>Amount of Expense:</b> \$254,050  <b>Funding Source:</b> L.A. County Community and Senior Services, Area Agency on Aging  <b>Anticipated Revenue</b> \$254,050</p>	
<p><u>ATTACHMENTS:</u></p>	
<p>Food Service Agreement - Tender Loving Care Catering, Inc.          Bid Summary Sheet</p>	
<p>Submitted by <u>Kathy O. Mills Walker</u>, Kelly Fujio, Director of Recreation, Date <u>6/9/16</u>          Signature Human Services, Parks &amp; Facilities</p> <p>Concurred by <u>Mitchell G. Lansdell</u>, Mitchell G. Lansdell, City Manager Date <u>6/9/16</u>          Signature</p>	

**County of Los Angeles**



**FOOD SERVICE AGREEMENT**

**THIS AGREEMENT**, executed in duplicate at Los Angeles, California, is made by and between City of Gardena, a California non-profit corporation, hereinafter referred to as the Contractor, and \_\_\_\_\_, hereinafter referred to as the Subcontractor.

**WITNESSETH**

**WHEREAS**, the Contractor and the County of Los Angeles, hereinafter referred to as the County, have entered into an Agreement which authorizes the Contractor to provide certain services, said Agreement being Number \_\_\_\_\_ of County Contracts, dated \_\_\_\_\_, 2016; and

**WHEREAS**, the aforesaid Agreement provides that the Contractor may subcontract for certain professional services subject to prior County approval;

**WHEREAS**, the Contractor desires to engage the Subcontractor to provide professional services as detailed elsewhere in this Agreement; and

**WHEREAS**, the Subcontractor desires to perform and provide such services;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Contractor and the Subcontractor agree as follows:

**FOOD SERVICE AGREEMENT**

**SECTION 1. Statement of Work and Schedule**

The Subcontractor shall perform and provide the services set forth in the Food Service Specifications, which is attached hereto as "Attachment 1" and by this reference incorporated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by said Food Service Specifications as well as by the general provisions herein.

**SECTION 2. Representatives of the Parties and Service of Notice**

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- A. **The representative of the Contractor shall be, unless otherwise stated in the Agreement:**

Kathy A. Mills Walker, Superintendent  
Recreation, Human Services, Building Maintenance  
(Name and Title)

1670 W. 162<sup>nd</sup> Street, Gardena, CA 90247  
(Address)

Phone (310) 217-9543 Fax: (310) 217-6117  
(Phone and Fax)

- B. **The representative of the Subcontractor shall be:**

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone and Fax)

**SECTION 3. Compensation to the Subcontractor**

The Contractor shall pay to the Subcontractor an amount not to exceed Three Hundred Fifty Eight Thousand Six Hundred and Thirty Four Dollars (\$ 358,634) for complete and satisfactory performance of the terms of this Agreement. The Subcontractor shall be paid for providing services set forth in "Attachment 1". Payment shall be made on a monthly basis.

**SECTION 4. Time of Performance**

The term of this Agreement shall commence on July 1, 2016 and end June 30, 2020, provided that said term is subject to the provisions of Section 14, Indemnity, Liability, and Insurance Requirements and Section 18, Termination, and availability of Federal funds through the AAA.

In the fiscal year there are approximately 248 days including the following holidays and special occasions:

January	New Year's Day
February	President's Day or Valentine's Day
March	St. Patrick's Day
April	Easter
May	Cinco de Mayo
July	Fourth of July
August & September	Luau
October	Halloween
November	Thanksgiving
December	Christmas

**SECTION 5. Notices, Demands, and Communications**

- A. Formal notices, demands, and communications to given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, return receipt requested and shall be deemed effective as of the date of mailing.
- B. Such notices, demands, or communications shall be addressed as set forth below:
  - (1) For the Contractor: authorized signatory

Kathy A. Mills Walker, Superintendent  
Recreation, Human Services, Parks and Facilities  

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1670 W. 162<sup>nd</sup> Street

Gardena, CA 90247

Phone: (310) 217-9543 Fax: (310) 217-6117

(2) For the Subcontractor: authorized signatory

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C. If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

**SECTION 6. Audits Records and Bonding**

- A. The Subcontractor shall maintain financial records and reports related to funds received under this Agreement.
- B. The Subcontractor shall maintain books, records, documents, and other accounting procedures and practices which reflect all costs of any nature, including cost of raw food and labor costs expended in the performance of this Agreement.
- C. These records shall be subject to audit or inspection by duly authorized County, State or Federal Personnel.
- D. The Subcontractor shall maintain all books, records, and other documents relative to this Agreement for three (3) years after final payment or audit by the United States Department of Health and Human Services, the California Department of Aging, the County of Los Angeles AAA or five (5) years if no audit has occurred.
- E. The Subcontractor shall provide to the Contractor, on an annual fiscal year basis, an insurance certificate that all persons handling funds received or disbursed by this Agreement are covered by Fidelity Insurance, Liability Insurance, Workers' Compensation Insurance and applicable Automobile Insurance.
- F. The Subcontractor shall provide, on an annual basis, an official copy of the Certified Public Accountant audit which shall be conducted following generally accepted audit practices, to determine that there has been a proper accounting for and use of contract funds. All records of the Subcontractor bearing upon food purchases, storage, and food

preparation directly related to said program under this Agreement shall be made available to the Contractor upon request.

- G. The Subcontractor shall furnish reports as required by the Contractor, Los Angeles County Area Agency on Aging, California Department of Aging, and the U. S. Administration on Aging (AOA).
- H. The Subcontractor shall use standardized recipes which meet HAACP requirements as part of their HAACP Program and which shall be available to Contractor and Los Angeles County Area Agency on Aging for review.
- I. The Subcontractor shall supply raw food and labor costs to the Contractor as needed.
- J. The Subcontractor shall permit periodic monitoring of contracted activities by Contractor, Dietary Administrative Support Services Contractor, County, State, or Federal personnel.

#### **SECTION 7.            Amendments to Agreement**

Any changes in the terms of this Agreement, including changes in the scope of services to be performed by the Subcontractor and any increase or decrease in amount of compensation which are agreed to by the Contractor and the Subcontractor, shall be incorporated into this Agreement by a written amendment properly executed by both parties. Prior written approval shall be received from the Area Agency on Aging.

#### **SECTION 8.            Permits and Licenses**

The Subcontractor shall hold valid permits, licenses, certificates, and other documents as required by the State, County, City, or other governmental or regulatory bodies to legally engage in and perform the services to be provided under this Agreement such as public health license, L.A. County Health Department Inspection Reports, annual Fire Inspection Certificates, and other documents attached for County's approval. The Subcontractor shall notify the Contractor of any suspension, termination, lapses, non-renewals, or restrictions of required licenses, certificates, or other documents which may be cause for termination of this Agreement.

#### **SECTION 9.            Conflict of Interest**

- A. The Subcontractor, during the period to be covered by this Agreement, shall have no interest, direct or indirect, with respect to the Contractor which would create a conflict of interest.

- B. No member, officer, or employee of the Contractor and no official, officer, or employee of the County of Los Angeles who exercises any responsibilities or functions with respect to the Contractor during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- C. The Subcontractor warrants that no person has been employed to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Contractor the right to terminate this contract, or, at the discretion of the Contractor, to deduct from the Subcontractor's fees the amount of such commission, percentage, brokerage, or contingent fee.

**SECTION 10. Independent Contractor Status of the Subcontractor**

The parties agree that the performance of the Subcontractor's services hereunder shall be in the capacity of an Independent Contractor and that no employee of the Subcontractor have been, are, or shall be employees of the Contractor or County by virtue of this Agreement, and the Subcontractor shall so inform each employee organization and each employee who is hired or retained under this Agreement.

**SECTION 11. Assignment or Transfer of Interest**

The Subcontractor shall not assign or transfer any interest in this Agreement, except that claims for monies due or to become due from the Contractor under this Agreement may be assigned to a bank, trust company, or other financial institution, or withheld by the County.

**SECTION 12. Applicable Sections of Agreement Between the County of Los Angeles and The Contractor**

The Contractor and the Subcontractor agree that all conditions set forth in this Agreement between the County and the Contractor, as applicable in the performance of this Agreement, are hereby included herein by reference as though set forth here and full. Referenced sections are available at the Contractor and the Community and Senior Services Department of Los Angeles County for review during normal business hours.

**SECTION 13. Discrimination Prohibited**

- A. The Subcontractor shall not discriminate against any employee or person served on account of race, color, sex, religious background, ancestry, national origin, or disability in its performance of this

contract, and hereby agrees to comply with all Federal, State, and County laws or regulations pertaining hereto, including the American Disability Act and applicable Civil Rights Acts.

- B. It is expressly understood that upon receipt of evidence of such discrimination, the Contractor shall have the right to terminate said contract.
- C. Affirmative Action: A written Affirmative Action Plan, embodying both (1) goals and timetables of minority manpower utilization; and (2) specific affirmative action steps directed at increasing minority utilization by means of applying good faith efforts to carry out such steps is to be included.

**SECTION 14. Indemnity, Liability, and Insurance Requirements**

- A. The Subcontractor agrees to indemnify and hold harmless the Contractor and the County of Los Angeles, their officers, employees and assigns, against any and all claims arising from acts, omissions, or negligence of the Subcontractor, its officers or employees. The Subcontractor shall defend any suit against the Contractor and County alleging personal injury, sickness, or disease arising out of meals served at the project sites (or home delivered) provided food is served one hour after delivery (or eaten immediately after home delivery).
- B. The Contractor shall promptly notify the Subcontractor, in writing, of any claims against the Subcontractor or Contractor and, in the event of a suit being filed. The Subcontractor shall promptly forward to the Contractor all papers in connection therewith. The Contractor shall not incur any expenses or make any settlement without the Subcontractor's consent. However, if Subcontractor refuses or neglects to defend any such suit, the Contractor may defend, adjust, or settle any such claim, and the cost of such defense, adjustment settlement, including reasonable attorney's fees, shall be charged to the Subcontractor.
- C. The Subcontractor shall furnish proof in the form of a hand-signed certificate of insurance that he/she carries insurance in the minimum amounts listed below prior to commencement of performance under this Agreement. Such coverage shall be maintained currently effective until receipt of final payment under the terms of this Agreement.

- **Commercial General Liability**
  - General Aggregate:** \$2 Million
  - Product/Completed Operations Aggregate:** \$1 Million
  - Personal and Advertising Injury:** \$1 Million
  - Each Occurrence** \$1 Million

D. **Comprehensive Auto Liability** \$1 Million  
 Insurance with limits of not less than \$1 Million for bodily injury and property damage, in combined or split limits, for each single accident.

**Bodily Injury** \$100,000 each person  
 \$300,000 each accident  
 \$300,000 aggregate products

**Property Damage** \$ 50,000 each accident  
 \$250,000 aggregate operations  
 \$250,000 aggregate protection  
 \$250,000 aggregate products  
 \$250,000 aggregate contractual

E. **Workers' Compensation** \$1 Million per accident  
 Statutory limit in accordance with Section 3700 and 3800 of the Labor Code of the State of California.

F. **Crime Coverage:** \$50,000 per Occurrence

G. **Professional Liability** \$1,000,000 Per Occurrence  
 \$2 Million aggregate

H. **Sexual Misconduct Liability:** \$2 Million per claim  
 \$2 Million aggregate

I. **Additional Insured** The City of Gardena and the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively City and County and their Agents) shall be named as additional insured on all policies or certificates.

J. **Cancellation Notice** 30-day Written Notice of Cancellation or any change in Required Insurance shall be mailed to the City of Gardena, 1700 W. 162<sup>nd</sup> Street, Gardena, CA 90247 and County of Los Angeles Area Agency on Aging (AAA), 3175 W. 6<sup>th</sup> Street, Los Angeles, CA 90020.

The written notice shall be provided to the City and County at least ten (10) days in advance of cancellation for non-payment of premium.

- K. In the event any new or additional meal locations are started, the insurance carrier shall name all new or additional sites as insured under the policy.
- I. Failure on the part of the Subcontractor to procure or maintain required insurance shall constitute a material breach of Agreement and Contractor may immediately terminate or suspend this Agreement.

**SECTION 15. Compliance with Statutes and Regulations**

- A. In the performance of this Agreement the Subcontractor shall obey all laws of the United States, the State of California, and the ordinances, regulations, policies, codes and provisions of the County of Los Angeles and the AAA.
- B. The Subcontractor shall conform to the nutrition requirements under Title III-C of the Older Americans Act (OAA) of 1965, as amended, including providing the minimum Title III-C requirement per person of one third of the Recommended Daily Dietary Allowance (RDA).
- C. The Subcontractor shall comply with the California Uniform Retail Food Facilities Law (CURFFL), the Hazard Analysis and Critical Control Point (HACCP) requirements and AAA Policies and Procedures for Senior Nutrition Sites, Central Kitchens and Home Delivered Meals.

**SECTION 16. Federal, State and Local Taxes**

Federal, State and local taxes shall be the responsibility of the Subcontractor as an independent contractor and not as a Contractor employee.

**SECTION 17. Renewal Options**

This Agreement is for one (1) year only. It is optional on the part of the Contractor to renew the Agreement if desired. However, all agreements must be put out to bid during the Area Agency on Aging RFP period. Contractors must publicly bid on subsequent project year food contract. Bids will be awarded based on cost, capacity to provide service, proven competency, quality of product, proximity of meal locations or other justifiable reasons subject to review and acceptance by the Area Agency on Aging.

**SECTION 18.**        **Termination**

This Agreement may be terminated by the Contractor at any time within the period of its duration upon not less than thirty (30) days written notice by the Contractor to the Subcontractor or immediately for cause. The Subcontractor may terminate this contract upon not less than thirty (30) days written notice to the Contractor. Notice shall be provided in Section 5 herein.

In addition, the contract may be terminated because of lack of funds, repeated citations by the Area Agency on Aging, and failure to make corrective actions required by the Area Agency on Aging. In the event funds to finance this contract, or part of this contract, become unavailable, the obligations of each party hereunder may be terminated upon no less than ten (10) days written notice to the other party. Said notice shall be delivered by certified mail, telegram or in person. The Area Agency on Aging shall be the final authority as to the availability of Federal or State funds. Waivers of breach of any provision of the contract shall not be construed to be a modification of the terms of the contract.

**SECTION 19.**        **Negotiation of Disputes**

Any disputes of law or fact between the Contractor and the Subcontractor shall be settled between the parties concerned in such a manner that it will not delay or adversely affect the performance of the Contractor. Should any questions still remain unresolved, the dispute will be submitted to the Director of the Area Agency on Aging or his designee to render a decision. Said decision will be binding upon the Contractor and the Subcontractor.

**SECTION 20.**        **Prior Approval of Subcontracts**

The Subcontractor shall not enter into any subcontracts, for all or part of the services contemplated under this Agreement without obtaining prior written approval of the Contractor and the Area Agency on Aging which shall then be made a part of the original Agreement. No subcontracts shall be approved which would incur an obligation higher than the original agreed upon price.

**SECTION 21.**        **Fair Labor Standards Compliance**

Subcontractor agrees to indemnify, defend, and hold harmless the County of Los Angeles and Contractor, its agents, officers, and employees, from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for services performed by the Subcontractor's employees for which the Contractor or County may be found jointly or solely liable.

## **SECTION 22.           Citizenship Laws**

Subcontractor and Contractor warrants their full compliance with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal I Reform & Control Act of 1986. Subcontractor and Contractor shall obtain, from all covered employees services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Subcontractor and Contractor shall retain such documentation for all covered employees for the period prescribed by law. Subcontractor and contractor shall indemnify, defend and hold harmless, the County, its officers, and employees from employer sanctions and any other liability which may be assessed against Subcontractor and Contractor of County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

## **SECTION 23.           Subcontractor Staffing Requirements**

To assure that meals are prepared in a safe, sanitary environment, in compliance with the California Health and Safety Code, the Area Agency on Aging Standard Operating Procedures Manual, the Subcontractor shall comply with the following requirements:

- The Subcontractor shall hire a part-time Registered Dietitian (minimum 20 hours a week) who possesses a Bachelor's Degree in Nutrition/Dietetic with an institutional food service management emphasis from an accredited college or university, for supervision of the food services operation within the catering company and/or central kitchen; or
- The Subcontractor shall hire a qualified Food Service Manager who possesses a B.S. Degree in Food and Nutrition with emphasis on food service management or restaurant management from an accredited college or university, plus two (2) years professional experience as a Food Service Supervisor; no less than six (6) years of experience in the food service industry at a supervising level can be substituted for the 4 year degree requirements.
- The Subcontractor must submit to the Contractor the registration I.D. number and expiration date of the Registered Dietitian along with complete verifiable resumes of the Registered Dietitian or Food Service Manager for the County's AAA approval.
- The County may, at its sole discretion, waive this requirement. Deficiencies of noncompliance require the Subcontractor to fill both positions, and/or to expand the required positions to full time positions.

**SECTION 24. Date of Execution**

The parties hereto agree that the first party to execute this Agreement shall enter the date executed in the blank provided herein on both duplicate originals, which date shall be the date this Agreement is made, provided, however, that the term shall be for the period set forth in Section 4 herein.

**SECTION 25. Complete Agreement**

This Agreement, Appendices, and Addendum if applicable, and Attachment 1, contains the full and complete agreement between the two (2) parties and is incorporated herein by reference. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

**IN WITNESS WHEREOF**, the Contractor and the Subcontractor have caused this Agreement to be executed by their duly authorized representatives.

Executed this \_\_\_\_\_ day of \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, 2016.

For:  
**CITY OF GARDENA**  
(Contractor)

For:  
**SUBCONTRACTOR**

BY \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
(Title/Capacity)

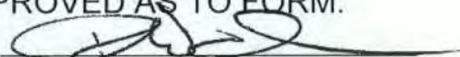
Attest: \_\_\_\_\_  
City Clerk

Social Security # \_\_\_\_\_

City Business License # \_\_\_\_\_

Expiration Date \_\_\_\_\_

APPROVED AS TO FORM:

By: 

## CITY OF GARDENA BID TABULATION

DEPARTMENT: RECREATION, HUMAN SERVICES, PARKS & FACILITIES

PROJECT: MEALS FOR THE ELDERLY NUTRITION PROGRAM 2016

DATE: MAY 31, 2016 @ 2 P.M.

<b>NAME OF BIDDERS &amp; ADDRESS OF BIDDERS</b>	Tender Loving Care Catering  544 C Hinney CT Gardena, CA 90248	L.A. Kitchen  230 W. Avenue 26 Los Angeles, CA 90031	Morrison Management Specialists, Inc.  1515 Alamitos Ave. Long Beach, CA 90813
<b>TOTAL BID</b>	C1 Hot \$3.29 C11 Hot (HDM) \$3.35 Frozen \$3.35 Box/Cold \$3.17 Total Annual \$254,050	C1 Hot \$3.62 C11 Hot (HDM) \$3.90 Frozen \$3.90 Box/Cold \$3.90 Total Annual \$287,316	C1 Hot \$4.00 C11 Hot (HDM) \$3.97 Frozen \$4.00 Box/Cold \$3.70 Total Annual \$299,472
<b>INSURANCE</b>	Submitted	Submitted	Submitted



**City of Gardena**  
**City Council Meeting**  
**AGENDA REPORT SUMMARY**

Agenda Item No.: 8. C. (2)  
 Department: Recreation/Human Services/  
 Parks & Facilities  
 Meeting Date: June 14, 2016

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**AGENDA TITLE: Approval of the Older Americans Act (OAA), Area on Aging (AAA) Elderly Nutrition Program (ENP) "Subaward" Contract for Fiscal Years 2016-2020**

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
<p>It is respectfully recommended that City Council approve the Area on Aging (AAA) Elderly Nutrition Program (ENP) "Subaward" draft for Fiscal Year 2016–2020.</p> <p><b>RECOMMENDATION AND STAFF SUMMARY:</b>            Staff respectfully recommends that the City Council approve "Subaward" to the Older Americans Act Program Contract for Fiscal Year 2016-2020 with County of Los Angeles Community and Senior Services to continue to fund the Gardena Senior Citizens Bureau to provide Senior Elderly Nutrition Programs services to residents of the cities of Gardena and Lawndale who are aged 60 and older.</p> <p>This contract provides Services for the Congregate Meals, Home Delivered Meals, Telephone Reassurance and Emergency Supplemental Meals in federal Older Americans Act (OAA) funds for the programs administered by the Senior Citizens Bureau.</p> <p>The County of Los Angeles Community and Senior Services has determined to enter into a four-year contract ("Subaward") with the City of Gardena for the Elderly Nutrition Program (ENP).</p> <p>The "Subaward" draft contract provides the terms and conditions, statement of work, and contract exhibits as the prior contract, however It does not include the contract amount. The County of Los Angeles Board of Supervisors are scheduled to meet on June 21, 2016 to execute the "Subaward" and funding allocations and will then provide the City the final "Subaward" and funding allocations. We have been directed that the funding amount will remain flat, and the City of Gardena will receive the same funding allocation as the 2012-2016 contract amount.</p>	
<p><b>FINANCIAL IMPACT/COST:</b></p> <p><b>Amount of Expense:</b> n/a  <b>Funding Source:</b> Los Angeles County Community and Senior Services  <b>Anticipated Revenue</b> \$358,634 annually and \$1,434,536 per contract period</p>	
<p><b>ATTACHMENTS:</b></p> <p>Subaward Contract</p>	
<p>Submitted by <u>Kathy C. Mills Walker</u>, Kelly Fujio, Director of Recreation, Human Services, Parks &amp; Facilities Date <u>6/9/16</u>            Signature</p> <p>Concurred by <u>Mitchell G. Lansdell</u>, Mitchell G. Lansdell, City Manager Date <u>6/9/16</u>            Signature</p>	



SUBAWARD  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
AND

---

FOR  
ELDERLY NUTRITION PROGRAM

SUBAWARD NUMBER \_\_\_\_\_

SUBAWARD PERIOD JULY 1, 2016 JUNE 30, 2020

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Exhibit X3 (Mandated Program Services for Title III B Program)

Exhibit Y (List of Lower Tier Subawards)

Exhibit Z (Cost Allocation Plan)

Exhibit AA (Guidelines for Developing Budget for Title III C-1 Program Services)

Exhibit BB (Guidelines for Developing Budget for Title III C-2 Program Services)

Exhibit CC (Guidelines for Developing Budget for Title III B Program Services)

Exhibit DD (Guidelines for Developing Mandated Program Services for Title III C-1 Program)

Exhibit EE (Guidelines for Developing Mandated Program Services for Title III C-2 Program)

Exhibit FF (Guidelines for Developing Mandated Program Services for Title III B Program)

## RECITALS

This Subaward ("Subaward") is made and entered into this **[@ Contract\_Date @]** by and between the parties below:

**County of Los Angeles**  
**Community and Senior Services**  
("County")

County's Business Address:  
**3175 West Sixth Street**  
**Los Angeles, Ca 90020**

and

**[@ Supplier Name @]**  
("Subrecipient")

Subrecipient's Business Address:  
**[@ Supplier Address Line1 @]**  
**[@ Supplier City @], Ca [ @ Supplier Zip Code @]**

WHEREAS, pursuant to California Government Code Section 26227, County may operate programs which are determined to serve public purposes and County may contract with agencies for the provision of such services; and

WHEREAS, pursuant to the provisions of the Older Americans Act Title 42 United States Code Section 3001 et seq. ("OAA") and the Mello-Granlund Older Californians Act California Welfare and Institutions Code Section 9000 et seq. ("OCA"), the California Department of Aging ("CDA" or "State") is authorized to administer elements of the OAA and OCA as it relates to the provision of nutrition services; and

WHEREAS, County has established its Elderly Nutrition Program ("ENP" or "Program"), and County has entered into an agreement with State wherein State has approved County's Area Plan for Aging Program Services and has authorized County to implement its plan, oversee the Program services defined in Exhibit A (Statement of Work) ("Program Services" or "Services") and provide Services to Clients who are defined in Exhibit A (Statement of Work); and

WHEREAS, the Program Services shall be governed by the following regulations: OAA; OCA; Title 45 Code of Federal Regulations Part 1321 et seq.; Title 22 California Code of Regulations Section 7100 et seq.; California Business and Professions Code; Sections 2585 and 2586; and, all regulations, directives and Program memoranda thereto which are promulgated by the United States Department of Health and Human Services, State and County; and

WHEREAS, County has received funding to establish, implement and oversee Program Services and such funding has been authorized by the following regulations: OAA Title III (Grants for State and Community Programs on Aging) Part B (Grants for Supportive Services and Senior Centers) and Title III (Grants for State and Community Programs on Aging) Part C (Nutrition Services); and

WHEREAS, County shall implement and oversee the Program Services within its jurisdictional boundaries and, to this end, County has procured Subrecipient in order to enter into this Subaward with

Subrecipient whereby Subrecipient shall provide these Services in accordance with all regulations, directives and Program memoranda (and all amendments thereto) which are promulgated by Federal, State and County authorities; and

WHEREAS, Subrecipient warrants that it possesses and shall maintain the competence, expertise and personnel necessary to provide such Services throughout the term of this Subaward; and

WHEREAS, Subrecipient further warrants that throughout the entirety of this Subaward, Subrecipient shall establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of the Program in order to ensure that all goals and objectives are achieved as contracted; and

WHEREAS, on **[BOARD DATE]**, the Los Angeles County Board of Supervisors authorized the Director of County of Los Angeles Community and Senior Services ("County's Department Head") or his/her designee to enter, execute and administer this Subaward.

NOW therefore, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

**1.0 APPLICABLE DOCUMENTS**

- 1.1 Exhibits A, D, E, F, G1, H, I, N, O, P, Q, R, S, T, U, V, W1, W2, W3, X1, X2, X3, Y, Z, AA, BB, CC, DD, EE, and FF are attached to and form a part of this Subaward. This Subaward constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Subaward. No change to this Subaward shall be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.
- 1.2 Subrecipient's Proposal submitted in response to the [ @ Program Name @ ] Request for Proposals (RFP) is incorporated and made part of this Subaward. Subrecipient's misrepresentation of any required element in its Proposal submitted in response to the RFP shall be considered an event of default and this Subaward may be terminated in whole or in part pursuant to available remedies provided in Subparagraph 8.43 (Termination for Default).
- 1.3 The headings, page numbers, Paragraph and Subparagraph numbers contained in this Subaward are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 References in this Subaward to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives and Program memoranda shall mean such laws, rules, regulations, ordinances, guidelines, directives and Program memoranda as amended, revised and/or modified from time to time. To access current County directives, contact your assigned Subaward Analyst or visit County's website at: <http://css.lacounty.gov/programs/program-directives/>.
- 1.5 Unless expressly stated otherwise, all approvals, consents and determinations made by or on behalf of County, under this Subaward, shall be in writing, and shall be given or made in the sole discretion of the person or County agent authorized to provide such approval or consent.
- 1.6 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task,

deliverable, goods, Service, other work, or otherwise between the base Subaward and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Subaward and then to the Exhibits according to the following priority:

- 1.6.1 Exhibit A (Statement of Work)
- 1.6.2 Exhibit D (Subrecipient's Equal Employment Opportunity Certification)
- 1.6.3 Exhibit E (County's Administration)
- 1.6.4 Exhibit F (Subrecipient's Administration)
- 1.6.5 Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement)
- 1.6.6 Exhibit H (Jury Service Ordinance)
- 1.6.7 Exhibit I (Safely Surrendered Baby Law)
- 1.6.8 Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"))
- 1.6.9 Exhibit O (Charitable Contributions Certification)
- 1.6.10 Exhibit P (Definitions)
- 1.6.11 Exhibit Q (Accounting, Administration and Reporting Requirements)
- 1.6.12 Exhibit R (Joint Funding Revenue Disclosure)
- 1.6.13 Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed and Non-Fixed Assets and Supplies)
- 1.6.14 Exhibit T (Inventory Control Form)
- 1.6.15 Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program)
- 1.6.16 Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use)
- 1.6.17 Exhibit W1 (Budget for Title III C-1 Program Services)
- 1.6.18 Exhibit W2 (Budget for Title III C-2 Program Services)
- 1.6.19 Exhibit W3 (Budget for Title III B Program Services)
- 1.6.20 Exhibit X1 (Mandated Program Services for Title III C-1 Program)
- 1.6.21 Exhibit X2 (Mandated Program Services for Title III C-2 Program)

- 1.6.22 Exhibit X3 (Mandated Program Services for Title III B Program)
- 1.6.23 Exhibit Y (List of Lower Tier Subawards)
- 1.6.24 Exhibit Z (Cost Allocation Plan)
- 1.6.25 Exhibit AA (Guidelines for Developing Budget for Title III C-1 Program Services)
- 1.6.26 Exhibit BB (Guidelines for Developing Budget for Title III C-2 Program Services)
- 1.6.27 Exhibit CC (Guidelines for Developing Budget for Title III B Program Services)
- 1.6.28 Exhibit DD (Guidelines for Developing Mandated Program Services for Title III C-1 Program)
- 1.6.29 Exhibit EE (Guidelines for Developing Mandated Program Services for Title III C-2 Program)
- 1.6.30 Exhibit FF (Guidelines for Developing Mandated Program Services for Title III B Program)

**2.0 DEFINITIONS AND HEADINGS**

2.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Exhibit P (Definitions) provides the meaning of key words used herein. These definitions shall be construed to have the meaning provided, unless otherwise apparent from the context in which they are used, or specifically noted herein.

**3.0 WORK**

- 3.1 Pursuant to the provisions of this Subaward, Subrecipient shall fully perform, complete and deliver on time, all tasks, deliverables, Services and other work as set forth herein.
- 3.2 If Subrecipient provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Subaward, the same shall be deemed to be a gratuitous effort on the part of Subrecipient, and Subrecipient shall have no claim whatsoever against County.
- 3.3 In the performance of this Subaward, Subrecipient shall comply with the following (which may be amended, modified or revised from time to time by County and/or other funding authorities): all terms and conditions of this Subaward (including all terms contained in the Exhibits hereto) as well as those imposed and required by County and/or other funding authorities; all Program memoranda; implementing regulations; grant requirements; and, all relevant rules and policies.
- 3.4 Subrecipient acknowledges that time is of the essence in the provision and completion of the Work provided to County as stipulated in this Subaward, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Subaward.
- 3.5 Subrecipient's performance under the requirements of this Subaward will be evaluated during each Fiscal Year. Subrecipient shall provide one-hundred

percent (100%) of Services and expend one-hundred percent (100%) of the Maximum Annual Subaward Sum as stated in: Paragraph 5.0 (Subaward Sum); Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart); Exhibit W1 (Budget for Title III C-1 Program Services); Exhibit W2 (Budget for Title III C-2 Program Services); Exhibit W3 (Budget for Title III B Program Services); Exhibit X1 (Mandated Program Services for Title III C-1 Program); Exhibit X2 (Mandated Program Services for Title III C-2 Program); and, Exhibit X3 (Mandated Program Services for Title III B Program).

3.6 At County's request, Subrecipient shall complete a new Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services), Exhibit W3 (Budget for Title III B Program Services), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program) and Exhibit X3 (Mandated Program Services for Title III B Program), and submit them to County prior to the beginning of each Fiscal Year. In preparing these Exhibits, Subrecipient shall adhere to the requirements outlined in Exhibit AA (Guidelines for Developing Budget for Title III C-1 Program Services), Exhibit BB (Guidelines for Developing Budget for Title III C-2 Program Services), Exhibit CC (Guidelines for Developing Budget for Title III B Program Services), Exhibit DD (Guidelines for Developing Mandated Program Services for Title III C-1 Program), Exhibit EE (Guidelines for Developing Mandated Program Services for Title III C-2 Program) and Exhibit FF (Guidelines for Developing Mandated Program Services for Title III B Program).

3.7 Subrecipient acknowledges that this Subaward includes performance requirements standards which are provided in Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart). These standards will measure Subrecipient's performance of the Program requirements. Subrecipient shall adhere to the required standards and the corresponding acceptable quality level identified in Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart).

3.8 Maximum Annual Subaward Sum and the Services associated with those funds may be reduced from Subrecipient's allocation and reallocated to other ENP subrecipients that are performing and/or expending at a higher level and qualify for increases if Subrecipient fails to provide at least ninety-five percent (95%) of the Services and/or expend at least ninety-five percent (95%) of the Maximum Annual Subaward Sum allocated under this Subaward in Paragraph 5.0 (Subaward Sum). Additionally, County, at its discretion, may adjust Subrecipient's Maximum Annual Subaward Sum allocated for the following Fiscal Year to more accurately reflect Subrecipient's level of performance/expenditure.

#### 4.0 TERM OF SUBAWARD

4.1 The term of this Subaward shall be four (4) years commencing on July 1, 2016, upon execution by the parties, and shall continue through June 30, 2020, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Subaward. The term of this Subaward will operate on County's Fiscal Year period as defined in Exhibit P (Definitions).

4.2 Intentionally Omitted

4.3 Subrecipient acknowledges County maintains databases that track/monitor Subrecipient's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Subaward term extension option.

- 4.4 Subrecipient shall notify County when this Subaward is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Subrecipient shall send written notification to County's Contract Manager at the address herein provided in Exhibit E (County's Administration).

**5.0 SUBAWARD SUM**

**5.1 COST REIMBURSEMENT SUBAWARD**

5.1.1 County and Subrecipient agree that this is a cost reimbursement Subaward based on the firm-fixed unit rate(s) set forth in Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services), Exhibit W3 (Budget for Title III B Program Services), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program) and Exhibit X3 (Mandated Program Services for Title III B Program) for the Fiscal Years identified in each such document. This unit rate(s) shall remain firm and fixed throughout the entire term of this Subaward. County and Subrecipient further agree that the unit rate(s) represents Subrecipient's true, actual and supported costs which are incurred solely for providing Services hereunder. For purposes of this Subaward, such true/actual costs are those costs which are net of any applicable credits including, but not limited to, discounts, refunds, adjustments, rebates, allowances, etc. and are inclusive of any taxes, delivery/shipping charges, etc. County shall reimburse Subrecipient for supplying the Services as set forth in Exhibit A (Statement of Work), Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services), Exhibit W3 (Budget for Title III B Program Services), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program) and Exhibit X3 (Mandated Program Services for Title III B Program). In the event that County or any of its duly authorized representatives (including, but not limited to, Federal, State and other County agents) notes any discrepancy(ies) between Subrecipient's true/actual costs and the costs which have been reimbursed to Subrecipient then County shall remedy such discrepancy(ies) at County's sole discretion.

5.1.2 Subrecipient shall track Subaward Sums and contributions. Subrecipient shall provide a tracking of Subaward Sums during an audit as indicated in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

**5.2 FUNDING ALLOCATIONS**

**5.2.1 Maximum Subaward Sum**

5.2.1.1 During the term of this Subaward, Subrecipient shall receive funding for providing the Services outlined in this Subaward ("Subaward Sum"). The Subaward Sum shall be allocated to Subrecipient on an annual basis for each Fiscal Year ("Maximum Annual Subaward Sum" or "Annual Subaward Sum"). The Maximum Annual Subaward Sum for the first Fiscal Year of this Subaward is **\$[@ Year 1 Annual Sum @]**. The Maximum Annual Subaward Sum for each Fiscal Year following the first Fiscal

Year is projected to remain at the level of **\$[@ Year 1 Annual Sum @]**. The combined total of all Maximum Annual Subaward Sums to be allocated during the term of this Subaward is estimated to be **\$[@ Maximum Contract Sum @]** ("Maximum Subaward Sum"). Subrecipient acknowledges that both the projected funding for each year after the first year and the projected combined total of all Maximum Annual Subaward Sums are estimates only.

5.2.1.2 Pursuant to Subparagraph 8.1 (Amendments), County may amend this Subaward upon occurrence of any changes to the Subaward Sums. Future allocations of the Subaward Sums will be contingent upon Subrecipient's level of performance/expenditure and the availability and appropriation of funds from Federal, State and/or local authorities and such funds may be subsequently adjusted to reflect available funding.

5.2.2 **Year 1 Maximum Annual Subaward Sum Funding Source(s)**

5.2.2.1 The Maximum Annual Subaward Sum for the first Fiscal Year of this Subaward ("Year 1") is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

5.2.2.2 Older Americans Act Title III B (Supportive Services and Senior Centers Program Authorized) funds: **\$[@ Year 1 Annual Sum (III B) @]**

5.2.2.3 Older Americans Act Title III C-1 funds: **\$[@ Year 1 Annual Sum (C-1) @]**

5.2.2.4 Older Americans Act Title III C-2 funds: **\$[@ Year 1 Annual Sum (C-2) @]**

5.3 **CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) PROGRAM NUMBER(S)**

5.3.1 Subaward Sums, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Subaward Sums has been assigned both a CFDA program number (which identifies and describes the Federal assistance that is available to various entities) and a Federal Grantor office (which provides oversight and administration for these Federal monies). When Subrecipient and its Lower Tier Subrecipient(s), if any, are being audited by an independent auditor, Subrecipient shall provide the following CFDA program information to the independent auditor: CFDA program number; and, name of the assigned Federal Grantor office. This CFDA program information is outlined herein and is only available for the Federal portion(s) of the Subaward Sum. In the event that the CFDA program information is not listed herein for all of the Federal monies included in the Subaward Sum then the excluded monies

are not Federal monies and therefore the CFDA program information is not applicable to them.

**5.3.2 CFDA Program Number(s) and Federal Grantor Funding Source(s)**

5.3.2.1 The CFDA program number for the OAA Title III B portion of the Subaward Sums is 93.044 - Special Programs for the Aging Title III Part B (Grants for Supportive Services and Senior Centers). The Federal Grantor funding source for these Subaward Sums is the United States Department of Health and Human Services, Administration for Community Living.

5.3.2.2 The CFDA program number for the OAA Title III C portion of the Subaward Sums (including Title III C-1 and Title III C-2) is 93.045 - Special Programs for the Aging Title III Part C (Nutrition Services). The Federal Grantor funding source for these Subaward Sums is the United States Department of Health and Human Services, Administration for Community Living.

**5.4 ASSUMPTION OR TAKEOVER**

5.4.1 Subrecipient shall not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Subrecipient's duties, responsibilities, or obligations, or performance of same by any person or entity other than Subrecipient, whether through assignment, Lower Tier Subaward, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with County's express prior written approval.

**5.5 LIMITATIONS ON USE OF SUBAWARD SUMS**

5.5.1 Subaward Sums may only be used for the purposes set forth herein, and must be consistent with the statutory authority for the Program.

5.5.2 Expenditures made by Subrecipient in the operation of this Subaward shall be in compliance and in conformity with Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (Title 2 Code of Federal Regulations Part 200 et al.). Subrecipient shall comply with the Administrative Requirements and Cost Principles which are outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), and shall adhere to the strict administrative and fiscal standards described therein. Subrecipient shall be responsible for obtaining the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (Title 2 Code of Federal Regulations Part 200 et al.), which is available via the Internet at [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl). Subrecipient shall also comply with the applicable requirements and standards referred to in Title 45 Code of Federal Regulations Part 1321.5 (Grants to State and

Community Programs on Aging).

**5.5.3 Limitations on Subaward Sums**

5.5.3.1 Subrecipient shall not be paid for any Subaward expenditures that exceed the Maximum Subaward Sum. County has no obligation, whatsoever, to pay for any expenditures that exceed the Maximum Subaward Sum. Any expenditures that exceed the Maximum Subaward Sum shall become the sole fiscal responsibility of Subrecipient.

5.5.3.2 Subrecipient shall not be paid for any Subaward expenditures that exceed the Maximum Annual Subaward Sum. County has no obligation, whatsoever, to pay for any expenditures that exceed the Maximum Annual Subaward Sum. Any expenditures that exceed the Maximum Annual Subaward Sum shall become the sole fiscal responsibility of Subrecipient. Subrecipient shall only expend Subaward Sums during the Fiscal Year or Program Year for which it is allocated. When Subrecipient does not expend funding up to the Maximum Annual Subaward Sum appropriated for the Fiscal Year or Program Year, that unspent amount will not carry forward (or roll-over) to the following Fiscal Year or Program Year.

**5.5.4 Prohibitions on Subaward Sums**

5.5.4.1 Subrecipient shall comply with Public Law (PL) 101-121 (Title 31 United States Code Section 1352), its amendments or revisions, and any implementing regulations, prohibiting the use of Federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal subaward, grant, loan or cooperative agreement. Subrecipient shall also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and shall provide assurance that all Lower Tier Subrecipients under this Subaward also fully comply with such certification and disclosure requirements.

5.5.4.2 No materials, property, or Services contributed to County or Subrecipient under this Subaward shall be used in the performance of any of the following: any political activity; the election of any candidate or the defeat of any candidate for public office; and, the transportation of any voters or prospective voters to polls or other similar assistance in connection with an election or any voter registration activity.

5.5.4.3 Subaward Sums may not be used for matching funds for any Federal, State, County or local grants/cooperative agreements, lobbying or

intervention in Federal regulatory or adjudicatory proceedings.

5.5.4.4 Subaward Sums may not be used to sue the Federal government or any other government entity.

5.5.4.5 Pre-award costs are not an allowable use for Subaward Sums.

**5.6 75% OF SUBAWARD AUTHORIZATION**

5.6.1 Subrecipient shall maintain a system of record keeping that will allow Subrecipient to determine when it has incurred seventy-five percent (75%) of the Maximum Annual Subaward Sum under this Subaward. Upon occurrence of this event, Subrecipient shall send written notification to County's Contract Manager at the address provided in Exhibit E (County's Administration).

**5.7 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF SUBAWARD**

5.7.1 Subrecipient shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Subrecipient after the expiration or other termination of this Subaward. Should Subrecipient receive any such payment, Subrecipient shall immediately notify County's Contract Manager and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration or termination of this Subaward shall not constitute a waiver of County's right to recover such payment from Subrecipient. This provision shall survive the expiration or other termination of this Subaward.

**5.8 OTHER CONTRACTS (SUBAWARDS)**

5.8.1 Subrecipient shall immediately notify County's Contract Manager in writing of any subawards and contracts between Subrecipient and other public or private organizations which directly impact activities funded under this Subaward. A copy of any such subawards and contracts shall be kept on file at Subrecipient's offices and shall be provided to County upon request. Subrecipient shall also immediately notify County's Contract Manager in writing of any default, termination, or finding of withheld payments under such contracts between Subrecipient and other public or private organizations which directly impact activities funded under this Subaward.

5.8.2 Subrecipient warrants that no other funding source will be billed for Services that are provided to and paid for by County under this Subaward.

**5.9 JOINT FUNDING REVENUES**

5.9.1 Funds made available under this Subaward shall supplement and not supplant any other Federal, State or local funds expended by Subrecipient to provide Program Services. Subrecipient certifies that it has applied, or expects to apply, to offset in whole or in part, any of the costs incurred by Subrecipient in conducting current or prospective projects or

business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Subaward. To this end, Subrecipient shall complete Exhibit R (Joint Funding Revenue Disclosure) prior to the commencement of this Subaward (and annually thereafter). Subrecipient shall submit the completed Exhibit R (Joint Funding Revenue Disclosure) to County's Contract Manager in the time and manner as designated by County.

## **5.10 INVOICES AND PAYMENTS**

5.10.1 Subrecipient shall invoice County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program), Exhibit X3 (Mandated Program Services for Title III B Program) and elsewhere hereunder. Subrecipient shall prepare invoices, which shall include the charges owed to Subrecipient by County under the terms of this Subaward. Each invoice shall be based on actual expenditures and Subrecipient shall not submit an invoice based on budgeted or estimated costs (i.e., Subrecipient shall not submit an invoice based on 1/12th of either its Maximum Annual Subaward Sum or its Maximum Subaward Sum). Payments to Subrecipient shall be based on the information provided by Subrecipient as established in Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services), Exhibit W3 (Budget for Title III B Program Services), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program) and Exhibit X3 (Mandated Program Services for Title III B Program) for the Fiscal Year identified therein, and Subrecipient shall be paid only for the tasks, deliverables, goods, Services, budgeted items and other work approved in writing by County. If County does not approve the Work in writing, no payment shall be due to Subrecipient for that Work.

5.10.2 Subrecipient's invoices shall be priced in accordance with the information provided in Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services), Exhibit W3 (Budget for Title III B Program Services), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program), and Exhibit X3 (Mandated Program Services for Title III B Program) for the Fiscal Year identified therein.

5.10.3 Subrecipient's invoices shall contain the information set forth in Exhibit A (Statement of Work), Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services), Exhibit W3 (Budget for Title III B Program Services), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program), and Exhibit X3 (Mandated Program Services for Title III B Program) for the Fiscal Year identified therein, describing the tasks, deliverables, goods, Services, Work hours, budgeted items and facility and/or other work for which payment is claimed.

5.10.4 **Submission of Invoices**

5.10.4.1 Subrecipient shall prepare monthly invoices, along with any necessary supporting documentation for each invoice, for Subrecipient's Work performed under the requirements of this Subaward. Upon direction of County, Subrecipient shall provide all support documentation required by County, including, but not limited to, vendor invoices, receipts of payment, bank statements, and/or bank registers. All supporting documentation must be able to justify the costs invoiced and be submitted to County within thirty (30) days following the date the corresponding monthly invoice is submitted. County reserves the right to require Subrecipient to upload all required support documentation using County's Information Technology Systems (ITS) which may include the Contract Management System (CMS) - Contractor's Gateway or via other ITS identified by County. Subrecipient shall submit all invoices to County in the form and manner as directed by County by the 10th calendar day of the month following the month of Service (e.g., Subrecipient shall submit an invoice for Services provided in October by November 10th for reimbursement). Subrecipient shall also submit the final, year-end invoice to County no later than the 10th calendar day of the month following the month in which final Services were provided during the Fiscal Year. In both instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday or Los Angeles County holiday), Subrecipient shall submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.

5.10.4.2 Subrecipient shall submit an invoice for each month of Service as directed above and invoices shall be submitted in chronological order (e.g., July, August, September, etc.). For example, Subrecipient shall not submit the September invoice unless the August invoice was previously submitted by the 10th calendar day following the month of August. County will not be under any obligation to pay any invoice that is submitted out of chronological order until Subrecipient takes the appropriate measures to adhere to these requirements.

5.10.4.3 When Subrecipient does not incur any expenditures for the month of Service, Subrecipient shall prepare an invoice as directed by County so that the invoice reflects zero (\$0) expenditures. Subrecipient shall submit the invoice according to the procedures outlined herein and as further directed by County.

5.10.4.4 Subrecipient is responsible for the accuracy of invoices submitted to County. Subrecipient shall

reconcile its invoices and correct inaccuracies or inconsistencies in the invoices it submits to County. Subrecipient and County agree as follows:

5.10.4.4.1 When County or its designee discovers that Subrecipient has been overpaid, County will send Subrecipient written notification to request return of the overpayment. Overpayment includes, but is not limited to, payment(s) made to Subrecipient that exceeds either the Maximum Annual Subaward Sum or the Maximum Subaward Sum. Subrecipient shall return such overpayment to County's Compliance Manager within thirty (30) days of receiving County's written notification.

5.10.4.4.2 When Subrecipient receives or discovers any overpayment from County, Subrecipient shall immediately notify County's Compliance Manager in writing of such overpayment. Subrecipient shall immediately return such overpayment to County's Compliance Manager within thirty (30) days of receiving or discovering the overpayment.

5.10.4.4.3 At County's sole election, overpayment made to Subrecipient may be used to offset future payments due Subrecipient.

5.10.4.5 Subrecipient shall submit a complete, accurate, verifiable and timely invoice for each month of Service as directed above. Subrecipient shall also submit a complete, accurate, verifiable and timely final year-end invoice as also directed above. Subrecipient's failure to comply with these requirements may result in delayed processing of payment(s). Any invoice which does not adhere to County's requirements may be rejected at County's sole discretion. Subrecipient's continued non-compliance with County's invoicing policies and procedures may lend Subrecipient to remedies which County may impose at County's sole discretion.

#### 5.10.5 **County Approval of Invoices**

5.10.5.1 All invoices submitted by Subrecipient for payment must have the written approval of County's Contract Manager or designee prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.10.5.2 County will review Subrecipient's supporting documentation for its invoice and reconcile between the invoice and the supporting documentation. County will also use the supporting documentation to confirm that all of Subrecipient's costs reported on the invoice have been paid. County will communicate any discrepancies with Subrecipient to acquire additional information, if needed. This will ensure that any questioned cost(s) is addressed before the cost(s) becomes disallowed. In the event Subrecipient is not able to substantiate the cost(s), Subrecipient will have to repay County for all unsubstantiated costs, Subrecipient may be removed from eligibility for future cash advances (if cash advances are allowed under this Subaward), Subrecipient's payments may be suspended, and/or County may impose other remedies deemed appropriate by County.

5.10.6 **Payments to Subrecipient**

5.10.6.1 In accordance with the invoicing policies and procedures set forth in this Subaward as well as those provided by County, County agrees to pay Subrecipient for the satisfactory provision of the Services identified in Exhibit A (Statement of Work) and any amendments, addendums or modifications thereto. Such payment shall not exceed the amount(s) indicated in Subparagraph 5.2 (Funding Allocations). All payments to Subrecipient will be made in arrears on a monthly basis for Services performed, provided that Subrecipient is not in default under any provision of this Subaward. County has no obligation to pay for any work except those Services expressly authorized by this Subaward.

5.10.6.2 Payments to Subrecipient will be made within thirty (30) calendar days after receipt of an "undisputed invoice". For purposes of this Subparagraph, an undisputed invoice shall mean an invoice which does not contain errors and has been completed and submitted by Subrecipient pursuant to the requirements outlined herein and as directed by County. County has the final authority to determine whether or not an invoice is an undisputed invoice. Subrecipient shall promptly adhere to County's instructions for correcting an invoice in order to prevent any delays in processing payment(s). Until Subrecipient submits an undisputed invoice, County will not be under any obligation to pay any invoice that is not submitted pursuant to the requirements outlined herein and as directed by County.

5.10.6.3 All payments for Services provided under the terms of this Subaward shall be made to Subrecipient using Subrecipient's legal name and tax payer identification number. Subrecipient shall not request payments to be made to third-party vendors

(i.e., Lower Tier Subrecipients) or any vendor which Subrecipient may use in the performance of this Subaward. For purposes of this Subaward, Subrecipient's legal name is identified as the name on Subrecipient's articles of incorporation, charter or other legal document that was used to create Subrecipient's organization.

5.10.6.4 **Direct Deposit Requirements**

5.10.6.4.1 In an effort to reduce costs, Subrecipient shall receive payments through direct deposit and shall adhere to County's direct deposit requirements. Subrecipient shall complete a direct deposit authorization form and submit it to County's Contract Manager in the time and manner as prescribed by County.

5.10.6.5 **Past Due Invoice**

5.10.6.5.1 Any invoice submitted more than thirty (30) days after the last day of the month in which the Services were rendered shall constitute a "past due invoice". Notwithstanding any other provision of this Subaward, Subrecipient and County agree that County shall have no obligation whatsoever to pay any past due invoices. County may, in its sole discretion, pay some or all of a past due invoice which Subrecipient has submitted, provided that sufficient funds remain available under this Subaward.

5.10.6.6 **Method of Compensation Adjustment**

5.10.6.6.1 During any Fiscal Year period within the term of this Subaward, County, at its sole discretion, has the option of altering the method of compensation/payment from full reimbursement for Services completed to an amount equal to one-twelfth (1/12) of the Maximum Annual Subaward Sum amount per month. County may pursue this method of compensation if Subrecipient is providing Services to more Clients than anticipated and it appears that Subaward Sums will be completely depleted before the end of each Fiscal Year. County will provide Subrecipient with at least two (2) weeks advance written notice of its decision to alter the method of compensation.

5.10.6.6.2 In no event shall County's decision to

alter the method of compensation affect the Term, Maximum Annual Subaward Sum, Work, or any other provision under this Subaward unless such change is made pursuant to a validly executed Amendment to this Subaward noting any such change(s).

5.10.7 Subrecipient's failure to timely submit Subaward-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Subrecipient or other remedies provided by law or under this Subaward. Such documents shall include, but are not limited to, the following:

5.10.7.1 Exhibit A (Statement of Work), Attachment H (Site Summary); Exhibit A (Statement of Work), Attachment I (Route Summary); Exhibit D (Subrecipient's Equal Employment Opportunity Certification); Exhibit F (Subrecipient's Administration); Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement); Exhibit O (Charitable Contributions Certification); Exhibit R (Joint Funding Revenue Disclosure); Exhibit T (Inventory Control Form); Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program); Exhibit W1 (Budget for Title III C-1 Program Services) for each Fiscal Year of the Subaward term; Exhibit W2 (Budget for Title III C-2 Program Services) for each Fiscal Year of the Subaward term; Exhibit W3 (Budget for Title III B Program Services) for each Fiscal Year of the Subaward term; Exhibit X1 (Mandated Program Services for Title III C-1 Program) for each Fiscal Year of the Subaward term; Exhibit X2 (Mandated Program Services for Title III C-2 Program) for each Fiscal Year of the Subaward term; Exhibit X3 (Mandated Program Services for Title III B Program) for each Fiscal Year of the Subaward term; Exhibit Y (List of Lower Tier Subawards); and, Exhibit Z (Cost Allocation Plan)

5.10.7.2 Those documents outlined in Subparagraph 9.22 (Subaward Document Deliverables) and Subparagraph 9.23 (Fiscal Reporting Requirements).

5.10.8 **Local Small Business Enterprise (Local SBE) - Prompt Payment Program**

5.10.8.1 It is the intent of County that Certified Local SBEs will receive prompt payment for Services they provide to County. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice that has been properly matched against a receiving or shipping document, service deliverable or payment schedule, or any other validation of receipt document.

**5.11 INTENTIONALLY OMITTED**

**5.12 MATCH CONTRIBUTION**

5.12.1 Each Fiscal Year, Subrecipient shall provide a required match contribution to offset the total cost of providing Program Services. Subrecipient's match contribution shall be reflected in Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services) and Exhibit W3 (Budget for Title III B Program Services). The match contribution is the non-Federal share of funding provided by Subrecipient to support the Subaward activities and it may take the form of a cash match contribution, an in-kind match contribution and/or both. This match is calculated as a percentage of the Maximum Annual Subaward Sum reflected in Paragraph 5.0 (Subaward Sum).

5.12.2 The match contribution requirements for this Subaward include the following:

5.12.2.1 Title III C-1 Program Services: fifteen percent (15%) of the Maximum Annual Subaward Sum as outlined in Exhibit AA (Guidelines for Developing Budget for Title III C-1 Program Services).

5.12.2.2 Title III C-2 Program Services: fifteen percent (15%) of the Maximum Annual Subaward Sum as outlined in Exhibit BB (Guidelines for Developing Budget for Title III C-2 Program Services).

5.12.2.3 Title III B Program Services: fifteen percent (15%) of the Maximum Annual Subaward Sum as outlined in Exhibit CC (Guidelines for Developing Budget for Title III B Program Services).

**5.13 SUBRECIPIENT INDIRECT COSTS**

5.13.1 The maximum amount of indirect costs that is payable under this Subaward is ten percent (10%) of the Maximum Annual Subaward Sum for Title III C-1 Program Services and ten percent (10%) of the Maximum Annual Subaward Sum for Title III C-2 Program Services. Subrecipient shall not charge indirect costs exceeding the ten percent (10%) maximum to this Subaward. Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match contribution and used to meet the minimum match requirement specified in Subparagraph 5.12 (Match Contribution).

5.13.2 The requirements for indirect costs are further outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), Exhibit AA (Guidelines for Developing Budget for Title III C-1 Program Services), Exhibit BB (Guidelines for Developing Budget for Title III C-2 Program Services) and CSS directive CCD-15-03 (Cost Allocation and Indirect Cost Requirements for CSS Subawards).

**6.0 ADMINISTRATION OF SUBAWARD - COUNTY**

**6.1 COUNTY ADMINISTRATION**

6.1.1 A listing of all County Administration referenced in the following Subparagraphs is provided in Exhibit E (County's

Administration). County will notify Subrecipient in writing of any change in the names or addresses shown.

**6.2 COUNTY'S CONTRACT MANAGER**

6.2.1 The role of County's Contract Manager or his/her designee may include:

6.2.1.1 Coordinating with Subrecipient and ensuring Subrecipient's performance of the Subaward. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.2.1.2 Upon request of Subrecipient, providing direction to Subrecipient, as appropriate in areas relating to County policy, information requirements, and procedural requirements. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.2.1.3 Making revisions which do not materially affect the terms and conditions of this Subaward in accordance with Subparagraph 9.9 (Modifications).

6.2.1.4 Acting on behalf of County with respect to approval of Lower Tier Subawards and Lower Tier Subrecipient employees working on this Subaward.

**6.3 COUNTY'S PROGRAM MANAGER**

6.3.1 The role of County's Program Manager or his/her designee may include:

6.3.1.1 Meeting with Subrecipient's Project Manager on a regular basis.

6.3.1.2 Inspecting any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of Subrecipient. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.3.2 County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Subaward and is not authorized to further obligate County in any respect whatsoever.

**6.4 COUNTY'S COMPLIANCE MANAGER**

6.4.1 The role of County's Compliance Manager or his/her designee may include:

6.4.1.1 Verifying Subrecipient's compliance with the requirements of this Subaward.

6.4.1.2 Overseeing and monitoring the delivery of Services. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.4.1.3 Ensuring that the objectives of this Subaward are met.

## **7.0 ADMINISTRATION OF SUBAWARD - SUBRECIPIENT**

### **7.1 SUBRECIPIENT ADMINISTRATION**

7.1.1 A listing of all of Subrecipient's administration referenced in the following Subparagraphs is provided in Exhibit F (Subrecipient's Administration). Subrecipient will notify County's Contract Manager in writing of any change in the names or addresses shown.

### **7.2 SUBRECIPIENT'S PROJECT MANAGER**

7.2.1 Subrecipient's Project Manager is designated in Exhibit F (Subrecipient's Administration). Subrecipient shall notify County's Contract Manager in writing of any change in the name or address of Subrecipient's Project Manager immediately upon occurrence of the change but no later than five (5) business days after the change is effective.

7.2.2 Subrecipient's Project Manager shall be responsible for Subrecipient's day-to-day activities as related to this Subaward and shall meet and coordinate with County's Contract Manager, County's Program Manager and County's Compliance Manager on a regular basis.

7.2.3 Subrecipient's Project Manager must have the qualifications and experience identified in Exhibit A (Statement of Work).

### **7.3 APPROVAL OF SUBRECIPIENT'S STAFF**

7.3.1 County has the absolute right to approve or disapprove all of Subrecipient's staff performing Work hereunder and any proposed changes in Subrecipient's staff, including, but not limited to, Subrecipient's Project Manager. Subrecipient shall provide County's Program Manager with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

### **7.4 SUBRECIPIENT'S STAFF IDENTIFICATION**

7.4.1 Subrecipient shall provide, at Subrecipient's expense, all staff/employees providing Services under this Subaward with a photo identification badge ("badge"). The badge shall be developed in accordance with County's specifications. Subrecipient shall obtain approval for the format and content of the badge from County's Program Manager prior to Subrecipient creating, issuing, or implementing use of the badge.

7.4.2 Subrecipient's staff, while on duty or when entering County facilities or grounds, shall prominently display the badge on the upper part of the body. Subrecipient's staff may be asked by a

County representative to leave a County facility if Subrecipient's staff does not have the photo identification badge on his/her person and Subrecipient's staff must immediately comply with such request.

7.4.3 Subrecipient shall notify County's Contract Manager within five (5) days when staff is terminated from working under this Subaward. Subrecipient shall retrieve and immediately destroy the employee's badge upon the employee's termination of employment with Subrecipient.

7.4.4 If County requests the removal of Subrecipient's staff, Subrecipient shall retrieve and immediately destroy an employee's badge at the time the employee is removed from working on this Subaward.

**7.5 BACKGROUND AND SECURITY INVESTIGATIONS**

7.5.1 Each of Subrecipient's staff/employees providing Services under this Subaward who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to provide Services under this Subaward. This background investigation shall be conducted on an annual basis throughout the entire term of this Subaward. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Subrecipient, regardless of whether the member of Subrecipient's staff passes or fails the background investigation. For purposes of this Subaward, a sensitive position is one in which the duties pose a potential threat or risk to Client when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of Subrecipient or other individuals who provide Services on behalf of Subrecipient pursuant to this Subaward. For Work performed under this Subaward, sensitive positions include (but is not limited to) the following:

7.5.1.1 Positions that involve the care, oversight, or protection of persons through direct contact with such persons (e.g., social worker, case manager, etc.).

7.5.1.2 Positions having direct or indirect access to funds or negotiable instruments (e.g., finance manager, accountant, bookkeeper, etc.).

7.5.1.3 Positions that require State and/or professional licensing (e.g., Certified Public Accountant, etc.).

7.5.1.4 Positions that have access to confidential or classified information including criminal conviction information (e.g., human resources manager, etc.).

- 7.5.1.5 Positions that involve the care, oversight, or protection of County, public, or private property (e.g., property custodian, etc.).
- 7.5.2 If a member of Subrecipient's staff does not pass the background investigation, County may request that the member of Subrecipient's staff be immediately removed from providing Services under this Subaward. Subrecipient shall comply with County's request at any time during the term of this Subaward. County will not provide to Subrecipient or to Subrecipient's staff any information obtained through County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Subrecipient's staff who does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 7.5.4 No member of Subrecipient's staff providing Services under this Subaward shall be on active probation, currently on parole or have been on probation or parole within the last three (3) years.
- 7.5.5 Subrecipient and its staff, including all current and prospective employees, independent contractors, volunteers or Lower Tier Subrecipients who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Subaward, providing Services under this Subaward shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to County's Program Manager. Subrecipient shall inform its staff, including all current and prospective employees, independent contractors, volunteers or Lower Tier Subrecipients who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Subaward, providing Services under this Subaward of said obligation. Subrecipient shall maintain records of criminal convictions and/or pending criminal trials in the file of each such person.
- 7.5.6 Subrecipient shall immediately notify County's Program Manager of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any Subrecipient staff, independent contractor, volunteer or Lower Tier Subrecipient who may come in contact with children, elderly individuals or dependent adults while providing Services under this Subaward when such information becomes known to Subrecipient. Subrecipient shall not engage or continue to engage the services of any person convicted of any crime involving harm to minors, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to, the offenses specified in the California Health and Safety Code Section 11590 (i.e., offenses requiring registration as a controlled substance offender) and those crimes listed in the California Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.5.7 Disqualification of any member of Subrecipient's staff pursuant to this Subparagraph 7.5 shall not relieve Subrecipient of its obligation to complete all Work in accordance with the terms and conditions of this Subaward.

**7.6 CONFIDENTIALITY**

7.6.1 Subrecipient shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Subrecipient shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with this Subparagraph 7.6, Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement) and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")), as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 7.6 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Subrecipient shall inform all of its officers, employees, agents and Lower Tier Subrecipients providing Services hereunder of the confidentiality provisions of this Subaward.

7.6.4 Subrecipient shall sign and also adhere to the provisions of Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement).

**7.6.5 Unauthorized Disclosure**

7.6.5.1 Subrecipient shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.

- 7.6.5.2 Subrecipient shall protect from unauthorized disclosure the names and other identifying information, concerning Clients receiving Program Services pursuant to this Subaward, except for statistical information that does not identify any Client.
- 7.6.5.3 Subrecipient shall not use identifying information for any purpose other than carrying out Subrecipient's obligations under this Subaward. Identifying information shall include, but is not limited to the following: name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to Client, such as finger print, voice print or a photograph.
- 7.6.5.4 Subrecipient shall not, except as otherwise specifically authorized or required by this Subaward or court order, divulge to any unauthorized person any data or identifying information obtained while performing Work pursuant to this Subaward without prior written authorization from County. Subrecipient shall forward all requests for the release of any data or identifying information received to County's Program Manager. Subrecipient may be authorized, in writing, by Client to disclose identifying information specific to the authorizing Client.
- 7.6.5.5 Subrecipient may allow Client to authorize the release of information to specific entities, but shall not request or encourage Client to give a blanket authorization or sign a blank release, nor shall Subrecipient accept such blanket authorization from Client.

**8.0 STANDARD TERMS AND CONDITIONS**

**8.1 AMENDMENTS**

- 8.1.1 For any change which materially affects the Scope of Work, Subaward Term, Subaward Sum, payments, or any other term or condition included under this Subaward, an Amendment to this Subaward shall be prepared by County and executed by Subrecipient's Authorized Representative and by County's Department Head or his/her designee.
- 8.1.2 County's Board of Supervisors, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Subaward during the term of this Subaward. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to this Subaward shall be prepared by County and executed by Subrecipient's Authorized Representative and by County's Department Head or his/her designee.
- 8.1.3 County's Department Head or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in

Paragraph 4.0 (Term of Subaward). Subrecipient agrees that such extensions of time shall not change any other term or condition of this Subaward during the period of such extensions. To implement an extension of time, an Amendment to this Subaward shall be prepared by County and executed by Subrecipient's Authorized Representative and by County's Department Head or his/her designee.

8.1.4 The following events shall also warrant an Amendment to this Subaward as described in this Subparagraph 8.1:

8.1.4.1 County may initiate a unilateral Amendment to this Subaward at any time when required by Federal, State or County laws or policies, and shall immediately notify Subrecipient of said Amendment and the justification thereto.

8.1.4.2 To the extent that funding for the Program is eliminated or otherwise reduced, the Program is terminated or the Program is modified for any reason (such that funding is reduced or the Scope of Work is changed), County may in its sole discretion amend this Subaward accordingly or move to terminate pursuant to the provisions in Subparagraph 8.42 (Termination for Convenience) without further liability for Services yet to be rendered by Subrecipient.

8.1.5 **Change Notice**

8.1.5.1 For any change which does not affect the Scope of Work performed under this Subaward, the Subaward Term or Subaward Sum, and does not otherwise materially change any other term or condition under this Subaward, County reserves the right to initiate such change(s) through a Change Notice Program memorandum or an administrative directive which shall all have the same effect. Such Change Notice shall be a written document that is prepared by County at its sole discretion and is signed by County's Contract Manager or designee. A Change Notice will be used to communicate changes which do not warrant an amendment to this Subaward. Such Change Notice shall be provided to Subrecipient at least ten (10) days prior to its effective date and Subrecipient shall adhere to the requirements as specified therein. Subrecipient's failure to comply with the Change Notice(s) may result in County imposing remedies including suspension of payment(s), termination of Subaward or other remedies under this Subaward as determined by County at its sole discretion.

## 8.2 **ASSIGNMENT AND DELEGATION**

8.2.1 Subrecipient shall not assign its rights, delegate its duties under this Subaward, or both, whether in whole or in part, without the prior written consent of County, in its sole discretion, and any

attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 8.2, County consent shall require a written Amendment to this Subaward, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Subaward shall be deductible, at County's sole discretion, against the claims, which Subrecipient may have against County.

8.2.2 Shareholders, partners, members, or other equity holders of Subrecipient may sell, transfer, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Subrecipient to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Subaward, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Subaward.

8.2.3 Any assumption, assignment, delegation, or takeover of any of Subrecipient's duties, responsibilities, obligations, or performance of same by any person or entity other than Subrecipient, whether through assignment, Lower Tier Subaward, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Subaward which may result in the termination of this Subaward. In the event of such termination, County shall be entitled to pursue the same remedies against Subrecipient as it could pursue in the event of default by Subrecipient.

### 8.3 AUTHORIZATION WARRANTY

8.3.1 Subrecipient represents and warrants that the person executing this Subaward for Subrecipient is an authorized agent who has actual authority to bind Subrecipient to each and every term, condition, and obligation of this Subaward and that all requirements of Subrecipient have been fulfilled to provide such actual authority ("Subrecipient's Authorized Representative").

8.3.2 Subrecipient's Authorized Representative must be available to County and/or County's duly authorized representatives during the days and times specified in Exhibit A (Statement of Work). In the event that Subrecipient's Authorized Representative is not available during these specified days and times, he/she shall ensure that an appropriate designee is identified in writing to County's Contract Manager. Such designee shall have the ability and authority to act as a proxy on behalf of Subrecipient's Authorized Representative, and this authority must also be evidenced in writing by Subrecipient's Authorized Representative. Subrecipient's Authorized Representative shall further ensure that he/she can be contacted by his/her designee when Subrecipient's Authorized Representative is not available during the days and times specified in Exhibit A (Statement of Work).

### 8.4 BUDGET REDUCTIONS

8.4.1 In the event that County's Board of Supervisors adopts, in any Fiscal Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Subaward correspondingly for that Fiscal Year or Program Year and any subsequent Fiscal Year or Program Year during the term of this Subaward (including any extensions), and the Services to be provided by Subrecipient under this Subaward shall also be reduced correspondingly. County's notice to Subrecipient regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Subrecipient shall continue to provide all of the Services set forth in this Subaward.

## 8.5 COMPLAINTS

8.5.1 Subrecipient shall develop, maintain and utilize procedures for receiving, investigating and responding to complaints. Within fifteen (15) business days after the Subaward effective date, Subrecipient shall provide County's Program Manager with Subrecipient's policy for receiving, investigating and responding to Client complaints.

8.5.2 County will review Subrecipient's policy and provide Subrecipient with approval of said plan or with requested changes.

8.5.3 If County requests changes in Subrecipient's policy, Subrecipient shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, Subrecipient wishes to change Subrecipient's policy, Subrecipient shall submit proposed changes to County's Program Manager for approval before implementation.

8.5.5 Subrecipient shall preliminarily investigate all complaints and notify County's Program Manager of the status of the investigation within ten (10) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to County's Program Manager within five (5) business days of mailing to the complainant.

8.5.8 Subrecipient shall provide Client an opportunity to anonymously submit a grievance directly to County's Compliance Manager. Subrecipient shall ensure that the contact information of County's Compliance Manager is posted in a publicly accessible area and also provided to Client in writing.

8.5.9 Subrecipient shall provide County an opportunity to consider any grievance whether it is anonymously submitted to County by Client or if it's a grievance that cannot be resolved by

Subrecipient. At County's sole discretion, County's written decision regarding the grievance shall be final and irrevocable.

- 8.5.10 At a minimum, Subrecipient shall incorporate the procedures and provisions of this Subparagraph 8.5 in its written grievance policies.

## **8.6 COMPLIANCE WITH APPLICABLE LAWS**

- 8.6.1 In the performance of this Subaward, Subrecipient shall comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Subrecipient shall also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by Federal, State and County authorities. All provisions required thereby to be included in this Subaward are hereby incorporated herein by reference.

- 8.6.2 Subrecipient shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 8.6 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

- 8.6.3 Subrecipient's compliance with applicable laws and regulations includes, but is not limited to, adherence to Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (Title 2 Code of Federal Regulations Part 200 et al.) and mandatory standards and policies relating to the following: State's energy efficiency regulations (Title 24 California Code of Regulations); the Clean Air Act, as amended (Title 42 United States Code Section 7401 et seq.); the Water Pollution Prevention and Control provisions (Title 33 United States Code Section 1251); the Clean Water Act/Federal Water Pollution Control Act, as amended (Title 33 United States Code Section 1251 et seq.); the Pilot Program for Enhancement of Contractor Employee Whistleblower Protections (Title 48 Code of Federal Regulations Subpart 3.908; Title 41 United States Code Section

4712); and, Executive Order 11738. County reserves the right to review Subrecipient's procedures to ensure that they comply with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the Federal, State and County authorities, as applicable.

8.6.4 Subrecipient certifies that throughout the entirety of this Subaward it shall comply with all Federal and State payroll tax rules and employer tax guides; Subrecipient shall pay all Federal and State payroll taxes; and, Subrecipient shall make all tax deposits required by Federal and State laws within the time limits required.

8.6.5 Subrecipient's failure to comply with such regulations, rules, ordinances, court rules, municipal laws, directives, policies, Program memoranda and procedures outlined in this Subparagraph 8.6 and/or the provisions, requirements or conditions of this Subaward, including but not limited to, performance documentation, reporting, audit and evaluation requirements shall be material breach of this Subaward and may result in termination of this Subaward or other remedies available herein.

**8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

8.7.1 Subrecipient hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 (Title 42 United States Code Sections 2000e - 2000e-17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward or under any project, program, or activity supported by this Subaward. Subrecipient shall comply with Exhibit D (Subrecipient's Equal Employment Opportunity Certification). Prior to the commencement of this Subaward, Subrecipient shall submit the completed Exhibit D to County's Contract Manager in the time and manner as designated by County.

8.7.2 Notwithstanding any other provision of law and pursuant to the requirements outlined in California Public Contract Code Section 10295.3, when the Maximum Annual Subaward Sum is \$100,000 or more, Subrecipient shall not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, or discriminate between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminate between same-sex and different-sex domestic partners of employees or between same sex and different-sex spouses of employees. For purposes of this Subparagraph, "subaward " includes subawards and contracts awarded by County to Subrecipient with a cumulative amount of \$100,000 or more for each Fiscal Year (where the subaward or contract funds originate from the State).

**8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

**8.8.1 Jury Service Program**

8.8.1.1 This Subaward is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Los Angeles County Code Sections 2.203.010 through 2.203.090, a copy of which is attached as Exhibit H (Jury Service Ordinance) and incorporated by reference into and made a part of this Subaward.

8.8.2 **Written Employee Jury Service Policy**

8.8.2.1 Unless Subrecipient has demonstrated to County's satisfaction either that Subrecipient is not a "Subrecipient" as defined under the Jury Service Program (Los Angeles County Code Section 2.203.020) or that Subrecipient qualifies for an exception to the Jury Service Program (Los Angeles County Code Section 2.203.070), Subrecipient shall have and adhere to a written policy that provides that its employees shall receive from Subrecipient, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Subrecipient or that Subrecipient deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Subparagraph 8.8, "Subrecipient" means a person, partnership, corporation or other entity which has a contract or subaward with County or a subcontract or lower tier subaward with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one (1) or more County contracts, subawards, subcontracts or lower tier subawards. "Employee" means any California resident who is a full-time employee of Subrecipient. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Subrecipient has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Subrecipient uses any Lower Tier Subrecipient to perform Services for County under this Subaward, the Lower Tier Subrecipient shall also be subject to the provisions of this Subparagraph 8.8. The provisions of this Subparagraph 8.8, shall be inserted into any such Lower Tier Subaward agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If Subrecipient is not required to comply with the Jury Service Program when this Subaward commences, Subrecipient shall have a continuing

obligation to review the applicability of its "exception status" from the Jury Service Program, and Subrecipient shall immediately notify County's Contract Manager if Subrecipient at any time either comes within the Jury Service Program's definition of "Contractor" or if Subrecipient no longer qualifies for an exception to the Jury Service Program. In either event, Subrecipient shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Subaward and at its sole discretion, that Subrecipient demonstrate, to County's satisfaction that Subrecipient either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Subrecipient continues to qualify for an exception to the Jury Service Program.

8.8.2.4 Subrecipient's violation of this Subparagraph 8.8 of this Subaward may constitute a material breach of this Subaward. In the event of such material breach, County may, in its sole discretion, terminate this Subaward and/or bar Subrecipient from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

8.9.1 No County employee whose position with County enables such employee to influence the award of this Subaward or any competing subaward, and no spouse or economic dependent of such employee, shall be employed in any capacity by Subrecipient or have any other direct or indirect financial interest in this Subaward. No officer or employee of Subrecipient who may financially benefit from the performance of Work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

8.9.2 Subrecipient shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Subaward. Subrecipient warrants that it is not now aware of any facts that create a conflict of interest. If Subrecipient hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County's Compliance Manager. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 8.9 shall be a material breach of this Subaward.

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON RE-EMPLOYMENT LIST**

8.10.1 Should Subrecipient require additional or replacement personnel after the effective date of this Subaward to perform the Services set forth herein, Subrecipient shall give first consideration for such employment openings to qualified permanent County

employees who are targeted for layoff or to qualified former County employees who are on a re-employment list during the life of this Subaward.

**8.11 CONSIDERATION OF HIRING GAIN AND GROW PARTICIPANTS**

8.11.1 Should Subrecipient require additional or replacement personnel after the effective date of this Subaward, Subrecipient shall give consideration for any such employment openings to participants in County of Los Angeles Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Subrecipient's minimum qualifications for the open position. For this purpose, consideration shall mean that Subrecipient will interview qualified candidates. County will refer GAIN/GROW participants by job category to Subrecipient. To obtain a list of qualified GAIN/GROW job candidates, Subrecipient shall report all job openings with job requirements to [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov).

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**8.12 SUBRECIPIENT RESPONSIBILITY AND DEBARMENT**

**8.12.1 Responsible Subrecipient**

8.12.1.1 A responsible subrecipient is a subrecipient who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Subaward. It is County's policy to conduct business only with responsible subrecipients.

**8.12.2 Los Angeles County Code Chapter 2.202**

8.12.2.1 Subrecipient is hereby notified that, in accordance with Los Angeles County Code Chapter 2.202, if County acquires information concerning the performance of Subrecipient on this or other subawards which indicates that Subrecipient is not responsible, County may, in addition to other remedies provided in this Subaward, debar Subrecipient from bidding or proposing on, or being awarded, and/or performing work on County subawards or contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing subawards or contracts which Subrecipient may have with County.

**8.12.3 Non-responsible Subrecipient**

8.12.3.1 County may debar Subrecipient if the Board of Supervisors finds, in its discretion, that Subrecipient has done any of the following: (1) violated a term of a subaward or contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on

Subrecipient's quality, fitness or capacity to perform a subaward or contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

**8.12.4 Contractor Hearing Board**

8.12.4.1 If there is evidence that Subrecipient may be subject to debarment, County will notify Subrecipient in writing of the evidence which is the basis for the proposed debarment and will advise Subrecipient of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Subrecipient and/or Subrecipient's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Subrecipient should be debarred, and, if so, the appropriate length of time of the debarment. Subrecipient and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If Subrecipient has been debarred for a period longer than five (5) years, Subrecipient may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Subrecipient has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) Subrecipient has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Subrecipient**

8.12.5.1 These terms shall also apply to Lower Tier Subrecipients of County contractors.

8.12.6 Subrecipient hereby acknowledges that County is prohibited from making sub-awards to and/or contracting with parties that are suspended, debarred, ineligible, or excluded from securing State-funded or Federally-funded subawards or contracts. By executing this Subaward, Subrecipient certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing State-funded or Federally-funded subawards or contracts. Further by executing this Subaward, Subrecipient certifies that, to its knowledge, none of its Lower Tier Subrecipients, at any tier, or any owner, officer, partner, director or other principal of any Lower Tier Subrecipients is currently suspended, debarred, ineligible, or excluded from securing State-funded or Federally-funded subawards or contracts. During the term of this Subaward, Subrecipient shall immediately notify County's Compliance Manager in writing should it or any of its Lower Tier Subrecipients or any principals of either be suspended, debarred, ineligible, or excluded from securing State-funded or Federally-funded subawards or contracts. Failure of Subrecipient to comply with this provision shall constitute a material breach of this Subaward upon which County may immediately terminate or suspend this Subaward.

8.13 **SUBRECIPIENT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT**

## **TO THE SAFELY SURRENDERED BABY LAW**

8.13.1 Subrecipient acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Subrecipient understands that it is County's policy to encourage all County subrecipients to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Subrecipient's place of business. Subrecipient will also encourage its Lower Tier Subrecipients, if any, to post this poster in a prominent position in the Lower Tier Subrecipient's place of business. County of Los Angeles Department of Children and Family Services will supply Subrecipient with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

## **8.14 SUBRECIPIENT'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

8.14.2 As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting Subrecipient's duty under this Subaward to comply with all applicable provisions of law, Subrecipient warrants that it is now in compliance and shall during the term of this Subaward maintain compliance with employment and wage reporting requirements as required by the Social Security Act (Title 42 United States Code Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to the California Code of Civil Procedure Section 706.031 and the California Family Code Section 5246(b).

## **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

8.15.1 County or its agent will evaluate Subrecipient's performance under this Subaward on not less than an annual basis. Such evaluation will include assessing Subrecipient's compliance with all Subaward terms and conditions and performance standards. Subrecipient deficiencies which County determines are severe or continuing and that may place performance of this Subaward in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Subrecipient. If improvement does not occur consistent with the corrective action measures, County may terminate this Subaward or impose other penalties as specified in this Subaward.

## **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 Subrecipient shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Subrecipient or employees or agents of

Subrecipient. Such repairs shall be made immediately after Subrecipient has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2 If Subrecipient fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Subrecipient by cash payment upon demand.

**8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.17.1 Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing Work under this Subaward meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Subrecipient shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (Public Law 99-603) as they currently exist and as they may be hereafter amended. Subrecipient shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 Subrecipient shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Subrecipient or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Subaward.

**8.18 FACSIMILE REPRESENTATIONS**

- 8.18.1 County and Subrecipient hereby agree to regard facsimile representations of original signatures (i.e., electronic signatures) of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subparagraph 8.1 (Amendments) and received via electronic communications media, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Subaward, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmissions of "original" versions of such documents.

**8.19 FAIR LABOR STANDARDS**

- 8.19.1 Subrecipient shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for Work performed by Subrecipient's employees for which County may be found jointly or solely liable.

**8.20 FORCE MAJEURE**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Subaward, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's lower tier subrecipients), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph 8.20 as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a Lower Tier Subrecipient of Subrecipient shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Subrecipient and such Lower Tier Subrecipient, and without any fault or negligence of either of them. In such case, Subrecipient shall not be liable for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.20, the term "Lower Tier Subrecipient" and "Lower Tier Subrecipients" mean Lower Tier Subrecipients at any tier.
- 8.20.3 In the event Subrecipient's failure to perform arises out of a force majeure event, Subrecipient agrees to use commercially reasonable best efforts to obtain goods or Services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

**8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

- 8.21.1 This Subaward shall be governed by, and construed in accordance with, the laws of the State of California. Subrecipient agrees and consents to the exclusive jurisdiction, including personal jurisdiction, of the courts of the State of California for all purposes regarding this Subaward, and further agrees and consents that venue of any action brought hereunder shall be exclusively in County of Los Angeles.

**8.22 INDEPENDENT SUBRECIPIENT STATUS**

- 8.22.1 This Subaward is by and between County and Subrecipient and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Subrecipient. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Subrecipient shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Subaward all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Subrecipient.

8.22.3 Subrecipient understands and agrees that all persons performing Work pursuant to this Subaward are, for purposes of Workers' Compensation liability, solely employees of Subrecipient and not employees of County. Subrecipient shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Subrecipient pursuant to this Subaward.

8.22.4 Subrecipient shall adhere to the provisions stated in Subparagraph 7.5 (Confidentiality).

**8.23 INDEMNIFICATION**

8.23.1 Subrecipient shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Subaward, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.

**8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

8.24.1 Without limiting Subrecipient's indemnification of County, and in the performance of this Subaward and until all of its obligations pursuant to this Subaward have been met, Subrecipient shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Subparagraph 8.24 and Subparagraph 8.25 (Insurance Coverage) of this Subaward. These minimum insurance coverage terms, types and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Subrecipient pursuant to this Subaward. County in no way warrants that the Required Insurance is sufficient to protect Subrecipient for liabilities which may arise from or relate to this Subaward.

**8.24.2 Evidence of Coverage and Notice to County**

8.24.2.1 Certificate(s) of insurance coverage ("Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under Subrecipient's General Liability policy, shall be delivered to County's Contract Manager at the address shown below and provided prior to commencing Services under this Subaward.

8.24.2.2 Renewal Certificates shall be provided to County's Contract Manager not less than ten (10) days prior to Subrecipient's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Subrecipient and/or Lower Tier Subrecipient insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Subaward by name or number, and be signed by an authorized representative of the

insurer(s). The Insured party named on the Certificate shall match the name of Subrecipient identified as the contracting party in this Subaward. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00 dollars, and list any County required endorsement forms.

8.24.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Subrecipient, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Community and Senior Services  
Contracts Management Division  
Attention: County's Contract Manager  
3175 West Sixth Street  
Los Angeles, CA 90020

8.24.2.6 Subrecipient also shall promptly report to County's Program Manager any injury or property damage accident or incident, including any injury to a Subrecipient employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Subrecipient. Subrecipient also shall promptly notify County's Program Manager of any third-party claim or suit filed against Subrecipient or any of its Lower Tier Subrecipients which arises from or relates to this Subaward, and could result in the filing of a claim or lawsuit against Subrecipient and/or County.

8.24.3 **Additional Insured Status and Scope of Coverage**

8.24.3.1 County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Subrecipient's General Liability policy with respect to liability arising out of Subrecipient's ongoing and completed operations performed on behalf of County. County and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Subrecipient's acts or omissions, whether such liability is attributable to Subrecipient or to County. The full policy limits and

scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 **Cancellation of or Change(s) in Insurance**

8.24.4.1 Subrecipient shall provide County with, or Subrecipient's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County's Contract Manager at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Subaward, in the sole discretion of County, upon which County may suspend or terminate this Subaward.

8.24.5 **Failure to Maintain Insurance**

8.24.5.1 Subrecipient's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Subaward, upon which County immediately may withhold payments due to Subrecipient, and/or suspend or terminate this Subaward. County, at its sole discretion, may obtain damages from Subrecipient resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Subrecipient, deduct the premium cost from sums due to Subrecipient or pursue Subrecipient reimbursement.

8.24.6 **Insurer Financial Ratings**

8.24.6.1 Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 **Subrecipient's Insurance Shall Be Primary**

8.24.7.1 Subrecipient's insurance policies, with respect to any claims related to this Subaward, shall be primary with respect to all other sources of coverage available to Subrecipient. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Subrecipient coverage.

8.24.8 **Waivers of Subrogation**

8.24.8.1 To the fullest extent permitted by law, Subrecipient

hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Subaward. Subrecipient shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.24.9 Lower Tier Subrecipient Insurance Coverage Requirements**

8.24.9.1 Subrecipient shall include all Lower Tier Subrecipients as insureds under Subrecipient's own policies, or shall provide County with each Lower Tier Subrecipient's separate evidence of insurance coverage. Subrecipient shall be responsible for verifying each Lower Tier Subrecipient complies with the Required Insurance provisions herein, and shall require that each Lower Tier Subrecipient name County and Subrecipient as additional insureds on the Lower Tier Subrecipient's General Liability policy. Subrecipient shall obtain County's prior review and approval of any Lower Tier Subrecipient request for modification of the Required Insurance.

**8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

8.24.10.1 Subrecipient's policies shall not obligate County to pay any portion of any Subrecipient deductible or SIR. County retains the right to require Subrecipient to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Subrecipient's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.24.11 Claims Made Coverage**

8.24.11.1 If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Subaward. Subrecipient understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Subaward expiration, termination or cancellation.

**8.24.12 Application of Excess Liability Coverage**

8.24.12.1 Subrecipient may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

**8.24.13 Separation of Insureds**

8.24.13.1 All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of

insureds provision with no insured versus insured exclusions or limitations.

8.24.14 **Alternative Risk Financing Programs**

8.24.14.1 County reserves the right to review, and then approve, Subrecipient use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

8.24.15.1 County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

**8.25 INSURANCE COVERAGE**

8.25.1 **Commercial General Liability**

8.25.1.1 Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations	\$1 million
Aggregate:	
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability**

8.25.2.1 Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Subrecipient's use of autos pursuant to this Subaward, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability**

8.25.3.1 Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Subrecipient will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than

thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Subrecipient's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

**8.25.4 Crime Coverage**

8.25.4.1 A Fidelity Bond or Crime Insurance policy with limits of not less than \$50,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Subrecipient, and apply to all of Subrecipient's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third-party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

**8.25.5 Professional Liability, Errors and Omissions Coverage**

8.25.5.1 Insurance covering Subrecipient's liability arising from or related to this Subaward, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Subrecipient understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Subaward's expiration, termination or cancellation.

**8.25.6 Property Coverage**

8.25.6.1 Subrecipient who is given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30). County and its Agents shall be named as an Additional Insured and Loss Payee on Subrecipient's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

**8.25.7 Sexual Misconduct Liability**

8.25.7.1 Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.8 **Privacy and Network Security Coverage**

8.25.8.1 Privacy and Network Security coverage (Cyber Insurance) with limits of at least \$5 million providing protection against liability for the following: privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs); system(s) breaches; denial or loss of Service; introduction, implantation or spread of malicious software code; and, unauthorized access to or use of computer systems. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

**8.26 LIQUIDATED DAMAGES**

8.26.1 If, in the judgment of County's Department Head, or his/her designee, Subrecipient is deemed to be non-compliant with the terms and obligations assumed hereby, County's Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Subrecipient's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Subrecipient from County, will be forwarded to Subrecipient by County's Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If County's Department Head or his/her designee determines that there are deficiencies in the performance of this Subaward that County's Department Head or his/her designee deems are correctable by Subrecipient over a certain time span, County's Department Head or his/her designee will provide a written notice to Subrecipient to correct the deficiency within specified time frames. Should Subrecipient fail to correct deficiencies within said time frame, County's Department Head or his/her designee may:

8.26.2.1 Deduct from Subrecipient's payment, pro rata, those applicable portions of the monthly Subaward Sum; and/or

- 8.26.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Subrecipient to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages per day per infraction shall be determined as follows: when this Subaward is funded for one (1) Fiscal Year or Program Year term then a reasonable estimate of such damages per day per infraction shall be twenty-five percent (25%) of the Maximum Subaward Sum or as specified in Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart); or, when this Subaward is funded for more than one (1) Fiscal Year or Program Year term then a reasonable estimate of such damages per day per infraction shall be twenty-five percent (25%) of the Maximum Annual Subaward Sum or as specified in Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart). In either case, Subrecipient shall be liable to County for liquidated damages in said amount and this amount shall be deducted from County's payment to Subrecipient; and/or
- 8.26.2.3 Upon giving five (5) days' notice to Subrecipient for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Subrecipient from County, as determined by County.
- 8.26.3 The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to Subrecipient to recover County cost due to the failure of Subrecipient to complete or comply with the provisions of this Subaward.
- 8.26.4 This Subparagraph 8.26 shall not, in any manner, restrict or limit County's right to damages for any breach of this Subaward provided by law or as specified in Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart) or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit County's right to terminate this Subaward as agreed to herein. This Subparagraph 8.26 may be assessed as an option. It does not preclude utilizing Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart) or assessing actual costs of the damage.

**8.27 MOST FAVORED PUBLIC ENTITY**

- 8.27.1 If Subrecipient's prices decline, or should Subrecipient at any time during the term of this Subaward provide the same goods or Services under similar quantity and delivery conditions to the

State of California or any county, municipality, or district of the State at prices below those set forth in this Subaward, then such lower prices shall be immediately extended to County.

**8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.28.1 Subrecipient certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Subrecipient shall certify to, and comply with, the provisions of Exhibit D (Subrecipient's Equal Employment Opportunity Certification).
- 8.28.3 Subrecipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 Subrecipient certifies and agrees that it will deal with its Lower Tier Subrecipients, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Subrecipient certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward or under any project, program, or activity supported by this Subaward.
- 8.28.6 Subrecipient shall allow County representatives access to Subrecipient's employment records during County's regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by County.
- 8.28.7 If County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Subaward upon which County may terminate or suspend this Subaward. While County reserves the right to determine independently that the anti-discrimination provisions of this Subaward have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that

Subrecipient has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Subrecipient has violated the anti-discrimination provisions of this Subaward.

8.28.8 The parties agree that in the event Subrecipient violates any of the anti-discrimination provisions of this Subaward, County shall, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Subaward.

**8.29 NON-EXCLUSIVITY**

8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Subrecipient. This Subaward shall not restrict County from acquiring similar, equal or like goods and/or Services from other entities or sources.

**8.30 NOTICE OF DELAYS**

8.30.1 Except as otherwise provided under this Subaward, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Subaward, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.31 NOTICE OF DISPUTES**

8.31.1 Subrecipient shall bring to the attention of County's Program Manager and/or County's Contract Manager any dispute between County and Subrecipient regarding the performance of Services as stated in this Subaward. If County's Program Manager or County's Contract Manager is not able to resolve the dispute, County's Department Head or his/her designee shall resolve it.

**8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

8.32.1 Subrecipient shall notify its employees, and shall require each Lower Tier Subrecipient to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service (IRS) Notice 1015. Subrecipient shall obtain the most current version of IRS Notice 1015 on-line at the IRS website: [www.irs.gov](http://www.irs.gov).

**8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

8.33.1 Subrecipient shall notify and provide to its employees, and shall require each Lower Tier Subrecipient to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law), of this Subaward and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.34 NOTICES**

8.34.1 All notices or demands required or permitted to be given or made under this Subaward shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E (County's Administration) and Exhibit F (Subrecipient's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. County's Contract Manager or his/her designee shall have the authority to issue all notices or demands required or permitted by County under this Subaward.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

8.35.1 Notwithstanding the above, Subrecipient and County agree that, during the term of this Subaward and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by Subrecipient, all information obtained in connection with County's right to audit and inspect Subrecipient's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), as well as those documents which were required to be submitted in response to the solicitation used to procure this Subaward, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (California Public Records Act) and which are marked "trade secret", "confidential" or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential" or "proprietary", Subrecipient agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the California Public Records Act.

**8.37 PUBLICITY**

8.37.1 Subrecipient shall not disclose any details in connection with this Subaward to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Subrecipient's need to identify its Services and related Clients to sustain itself, County shall not inhibit Subrecipient from publishing its role under this Subaward within the following conditions:

- 8.37.1.1 Subrecipient shall develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Subaward, Subrecipient shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Contract Manager. County shall not unreasonably withhold written consent.
- 8.37.2 Without the prior written consent of County, Subrecipient may indicate in its proposals and sales materials that it has been granted this Subaward with County of Los Angeles, provided that the requirements of this Subparagraph 8.37 shall apply.
- 8.37.3 Subrecipient shall not use or display the official seal of County of Los Angeles or the logo of Community and Senior Services on any of its letterhead or other communications with any debtor, or for any other reason, unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

**8.38 RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT**

**8.38.1 Record Retention Requirements**

- 8.38.1.1 Subrecipient shall maintain accurate and complete financial records (such as bank statements, cancelled checks or other proof of payment) of its activities and operations relating to this Subaward in accordance with Generally Accepted Accounting Principles. Subrecipient shall also maintain all materials, including, but not limited to, complete employment records (such as timecards, sign-in/sign-out sheets and other time and employment records), supporting Program documents and proprietary data and information relating to its performance of this Subaward. Subrecipient shall further maintain on file the entirety of this Subaward, its amendments and/or addendums, modifications and all applicable laws, regulations, directives, Program memoranda and guidance which are hereby incorporated by reference. Subrecipient shall ensure that the security and integrity of all records are maintained throughout the entire term of this Subaward and during the authorized retention period as outlined below.
- 8.38.1.2 Subrecipient shall adhere to the requirements of the authorized retention period, which shall be the greater of the following: throughout the entire term of this Subaward and no less than three (3) years after the expiration or termination of this Subaward unless Subrecipient receives County's written permission to dispose of any such material prior to such time; until an audit of this Subaward has occurred and a written audit resolution has been

issued or unless otherwise authorized in writing by County; or, for such longer period, if any, as required by applicable statute, by any other provision of this Subaward, by Subparagraphs 8.38.2.2 and 8.38.2.3 or as County deems necessary (which shall be communicated to Subrecipient in writing).

8.38.1.3 All such material shall be maintained by Subrecipient at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Subrecipient shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1.4 After the authorized retention period has expired, Subrecipient shall dispose of, shred or destroy all confidential records in a manner that will maintain confidentiality. Subrecipient shall obtain a certificate of destruction to substantiate that all confidential records have been securely destroyed. Subrecipient shall notify County's Contract Manager in writing within thirty (30) days after such records are destroyed. The certificate of destruction shall be provided to County's Contract Manager upon County's request.

## 8.38.2 Access to Records

8.38.2.1 Subrecipient agrees that County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), shall have both access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Subaward, any books, documents, papers and records of Subrecipient that are directly pertinent to this Subaward (as determined by County and its duly authorized representatives). The rights of access which are outlined in this Subaward shall not be limited to the authorized retention period but shall last as long as the records are retained.

8.38.2.2 If this Subaward (or any part thereof) is terminated, Subrecipient shall preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Subaward. Subrecipient shall ensure that any resource directories and all Client records remain the property of County upon termination of this Subaward, and that they are returned to County or transferred to another subrecipient as instructed by

County in writing.

8.38.2.3 In the event of any litigation, claim, negotiation, audit exception or other action involving the records, Subrecipient shall maintain all records relative to such action and shall make them available to County and/or its duly authorized representatives until every action has been cleared to the satisfaction of County and/or its duly authorized representatives, and such clearance must be evidenced to Subrecipient in writing.

8.38.2.4 County reserves the right to take physical custody of Subrecipient's records when any of the following situations occur: in the event that a potential litigation may be levied against Subrecipient for its Work performed under this Subaward; when County determines that Subrecipient is at a high risk of ceasing its operations during any time within the Subaward term or prior to the end of the retention period; when County determines that the records have long-term value; and/or, in the event that County and Subrecipient terminate the contractual relationship. For purposes of this Subaward, high risk is determined by County using criteria which includes but is not limited to the following: history of unsatisfactory contractual performance; financial instability or insolvency; documented evidence of an inadequate management system and lack of internal controls; non-conformance to the terms and conditions of previous awards; non-responsible; and/or history of disallowed costs.

### 8.38.3 **Monitoring Reviews**

8.38.3.1 Subrecipient shall provide the Services herein under the general supervision of County's Department Head and his/her authorized administrators who are designated in Paragraph 6.0 (Administration of Subaward-County). County shall supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services to be provided by Subrecipient as well as the criteria for determining the persons to be served (Clients). Subrecipient shall extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Subrecipient's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Subaward. Subrecipient shall provide County (or other designated authorities) the right to conduct such reviews at any time during County's hours of operation. County (or other designated authorities) shall not unreasonably interfere with Subrecipient's performance. The requirements of this Subparagraph 8.38 shall also apply to Lower Tier Subrecipients providing

Services on behalf of Subrecipient.

8.38.3.2 County will monitor Subrecipient's Services provided under this Subaward on a regular basis and County may conduct unannounced site visits to ensure Subrecipient's compliance with this Subaward. County will summarize the results of the monitoring efforts in written reports, which shall be supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing Subrecipient employees and, when applicable, Clients; entering any premises or any site in which any of the Services or activities funded are being conducted or in which any records of Subrecipient are kept; etc. All information will be maintained in a confidential manner in accordance with any and all Federal, State and local laws.

8.38.3.3 Subrecipient shall be responsible for monitoring the activities of its Lower Tier Subrecipient(s) providing Services under this Subaward. Subrecipient shall conduct on-site fiscal and program monitoring reviews which shall be documented and maintained on file according to the record retention requirements provided in this Subparagraph 8.38. Subrecipient shall ensure that Lower Tier Subrecipient(s) adheres to all requirements for correcting areas of non-compliance, and implements the corrective action plan which has been approved by Subrecipient.

8.38.4 **Independent Audit Requirements**

8.38.4.1 Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (Title 2 Code of Federal Regulations Part 200.500 et seq.) requires that organizations which expend \$750,000 or more in a year in Federal awards, including pass-through awards, shall obtain an annual single audit. When Subrecipient's organization meets this requirement (as specified in Title 2 Code of Federal Regulations Part 200.500 et seq.), Subrecipient shall ensure that such audit shall be conducted by an independent auditor in accordance with the requirements outlined in Title 2 Code of Federal Regulations Part 200.500 et seq. (and any amendments or supplements thereto). Subrecipient shall submit an audit engagement letter as confirmation of the audit to be conducted by the independent auditor and such letter shall be submitted to County's Compliance Manager in the time and manner as directed by County. Upon auditor's completion of the single audit, Subrecipient shall obtain both the data collection form and the reporting package (i.e., auditor's report), as described in Title 2 Code of Federal Regulations Part 200.500 et seq., from the auditor for each audit period (i.e., each Fiscal Year or

Program Year). Subrecipient shall submit a copy of the auditor's report to County's Compliance Manager within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.

8.38.4.2 When the requirements provided above for obtaining an annual audit do not apply to Subrecipient for any Fiscal Year (or Program Year), Subrecipient shall make its records available for review or audit by County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives). Such review or audit may include but is not limited to financial audits, performance audits, evaluations, inspections, monitoring, etc. as determined by County and/or by any other oversight agency that is responsible for overseeing Subaward Sums, the Program and Services. Subrecipient shall comply with the review and audit requirements which shall be identified in writing by County and/or its duly authorized representatives.

8.38.4.3 In the event that an audit of Subrecipient is conducted specifically regarding this Subaward by any Federal or State auditor, or by any auditor or accountant employed by Subrecipient or otherwise, then Subrecipient shall file a copy of such audit report with County's Compliance Manager within thirty (30) days of Subrecipient's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Subaward. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.4.4 If, at any time during the term of this Subaward or during the authorized retention period of this Subaward as noted in Subparagraph 8.38.1, representatives of County conduct an audit of Subrecipient regarding the Work performed under this Subaward, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Subrecipient, then the difference shall be either: a) repaid by Subrecipient to County by cash payment upon demand; or, b) at the sole option of County of Los Angeles Department of Auditor-Controller, deducted from any amounts due to Subrecipient from County, whether under this Subaward or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Subrecipient, then the difference shall be paid to Subrecipient by County by cash payment, provided

that in no event shall County's maximum obligation for this Subaward exceed the funds appropriated by County for the purpose of this Subaward.

**8.38.5 Failure to Comply With Requirements**

8.38.5.1 Failure on the part of Subrecipient to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Subaward upon which County may terminate or suspend this Subaward.

**8.39 RECYCLED BOND PAPER**

8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at Los Angeles County landfills, Subrecipient agrees to use recycled-content paper to the maximum extent possible on this Subaward.

**8.40 LOWER TIER SUBAWARD**

8.40.1 Subrecipient shall not delegate the requirements of this Subaward to a third-party (i.e., Lower Tier Subrecipient) without the advance written approval of County. Any attempt by Subrecipient to enter into a lower tier subaward for that purpose without the prior written consent of County shall be deemed a material breach of this Subaward. Subrecipient shall provide a draft copy of the proposed Lower Tier Subaward to County's Contract Manager, and shall allow County a minimum of two (2) months (e.g., sixty (60) days) to complete its review process. As such, Subrecipient shall ensure that it provides the Lower Tier Subaward to County well in advance of its intended date to execute the Lower Tier Subaward (i.e., in order for Subrecipient to meet its target date for executing the Lower Tier Subaward, Subrecipient shall factor County's 2-month review process into its timeframe for executing the Lower Tier Subaward).

8.40.2 If Subrecipient desires to enter into a Lower Tier Subaward for the purpose of delegating any of the requirements of this Subaward, Subrecipient shall complete Exhibit Y (List of Lower Tier Subawards) and at County's request shall promptly provide the following information either on or along with Exhibit Y (List of Lower Tier Subawards):

8.40.2.1 Lower Tier Subrecipient's name and contact information; a description of the Work to be performed by Lower Tier Subrecipient; Lower Tier Subaward number; and Lower Tier Subaward amount.

8.40.2.2 A draft copy of the proposed Lower Tier Subaward.

8.40.2.3 Other pertinent information and/or certifications requested by County.

8.40.3 Subrecipient shall indemnify, defend, and hold County harmless with respect to the activities of each and every Lower Tier Subrecipient in the same manner and to the same degree as if such Lower Tier Subrecipient(s) was Subrecipient's employee.

- 8.40.4 Subrecipient shall remain fully responsible for all performances required of it under this Subaward, including those that Subrecipient has determined to grant through a Lower Tier Subaward, notwithstanding County's approval of Subrecipient's proposed Lower Tier Subaward.
- 8.40.5 County's consent to allow Subrecipient to enter into a Lower Tier Subaward with a third-party shall not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing Services under this Subaward. Subrecipient is responsible for notifying its Lower Tier Subrecipients of this County right.
- 8.40.6 County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Lower Tier Subaward and Lower Tier Subrecipient employees. After County's approval of the Lower Tier Subaward, Subrecipient shall forward a copy of the fully executed Lower Tier Subaward to County's Contract Manager within five (5) days of its execution.
- 8.40.7 Subrecipient shall be solely liable and responsible for all payments or other compensation to all Lower Tier Subrecipients and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to allow Subrecipient to enter into such Lower Tier Subaward(s).
- 8.40.8 Subrecipient shall obtain current valid certificates of insurance, which establish that the Lower Tier Subrecipient maintains all the programs of insurance required by County. Such certificates of insurance shall indicate the Lower Tier Subaward number. Before any Lower Tier Subrecipient employee performs any Work hereunder, Subrecipient shall deliver all such certificate of insurance documents to County as follows:
- County of Los Angeles  
Community and Senior Services  
Contracts Management Division  
Attention: County's Contract Manager  
3175 West Sixth Street  
Los Angeles, CA 90020
- 8.40.9 Amending a Lower Tier Subaward may be initiated by either Subrecipient or County. When an amendment is initiated by County, County shall outline the reason(s) for the amendment and Subrecipient shall comply with County's request. All Lower Tier Subaward amendments are subject to review and must be approved in writing by County before they are executed. Subrecipient shall provide a draft copy of the proposed amendment to County's Contract Manager, and shall allow County thirty (30) days to complete its review process. After County's approval of Subrecipient's amendment, Subrecipient shall forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.
- 8.40.10 Subrecipient shall adhere to all applicable Federal, State and/or

County requirements for the procurement of a Lower Tier Subrecipient(s) and/or vendor services using Subaward Sums.

- 8.40.11 In the event County approves Subrecipient's request to delegate any part of the requirements of this Subaward through a Lower Tier Subaward, all applicable provisions and requirements of this Subaward shall be made applicable to such Lower Tier Subaward. To this end, Subrecipient shall include the following provision in the Lower Tier Subaward: This Subaward is a Lower Tier Subaward under the terms of a prime Subaward (identified as Subaward Number [ @ PO Document Number @ ]) with County of Los Angeles Community and Senior Services and shall be subject to all of the provisions of such prime Subaward. All representations and warranties under this Subaward shall inure to the benefit of County of Los Angeles.

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 8.41.1 Failure of Subrecipient to maintain compliance with the requirements set forth in Subparagraph 8.14 (Subrecipient's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Subaward. Without limiting the rights and remedies available to County under any other provision of this Subaward, failure of Subrecipient to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Subaward pursuant to Subparagraph 8.43 (Termination for Default) and pursue debarment of Subrecipient, pursuant to Los Angeles County Code Chapter 2.202.

**8.42 TERMINATION FOR CONVENIENCE**

- 8.42.1 County may terminate this Subaward, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Subrecipient specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after the notice is sent.
- 8.42.2 Upon receipt of a notice of termination and except as otherwise directed by County, Subrecipient shall immediately:
- 8.42.2.1 Stop Work under this Subaward on the date and to the extent specified in such notice;
  - 8.42.2.2 Complete performance of such part of the Work as shall not have been terminated by such notice;
  - 8.42.2.3 Transfer title and deliver to County all completed Work and Work in progress.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Subrecipient under this Subaward shall be maintained by Subrecipient in

accordance with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

**8.43 TERMINATION FOR DEFAULT**

8.43.1 County may, by written notice to Subrecipient, terminate the whole or any part of this Subaward, if, in the judgment of County:

8.43.1.1 Subrecipient has materially breached this Subaward; or

8.43.1.2 Subrecipient fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other work required under this Subaward; or

8.43.1.3 Subrecipient fails to demonstrate a high probability of timely fulfillment of performance requirements under this Subaward, or of any obligations of this Subaward and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.43.2 In the event that County terminates this Subaward in whole or in part as provided in Subparagraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Subrecipient shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Subrecipient shall continue the performance of this Subaward to the extent not terminated under the provisions of this Subparagraph 8.43.

8.43.3 Except with respect to defaults of any Lower Tier Subrecipient, Subrecipient shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Subaward arises out of causes beyond the control and without the fault or negligence of Subrecipient. Such causes may include, but are not limited to: acts of nature or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Subrecipient. If the failure to perform is caused by the default of a Lower Tier Subrecipient, and if such default arises out of causes beyond the control of both Subrecipient and Lower Tier Subrecipient, and without the fault or negligence of either of them, Subrecipient shall not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.43, the term "Lower Tier Subrecipient(s)" means Lower Tier Subrecipient(s) at any tier.

8.43.4 If, after County has given notice of termination under the

provisions of this Subparagraph 8.43, it is determined by County that Subrecipient was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of County provided in this Subparagraph 8.43, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

**8.44 TERMINATION FOR IMPROPER CONSIDERATION**

8.44.1 County may, by written notice to Subrecipient, immediately terminate the right of Subrecipient to proceed under this Subaward if it is found that consideration, in any form, was offered or given by Subrecipient, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Subaward or securing favorable treatment with respect to the award, amendment, or extension of this Subaward or the making of any determinations with respect to Subrecipient's performance pursuant to this Subaward. In the event of such termination, County shall be entitled to pursue the same remedies against Subrecipient as it could pursue in the event of default by Subrecipient.

8.44.2 Subrecipient shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County of Los Angeles Department of Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**8.45 TERMINATION FOR INSOLVENCY**

8.45.1 County may terminate this Subaward forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of Subrecipient. Subrecipient shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Subrecipient is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding Subrecipient under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for Subrecipient; or

8.45.1.4 The execution by Subrecipient of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

**8.46 TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

8.46.1 Subrecipient and each County Lobbyist or County Lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Subrecipient shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Subrecipient or any County Lobbyist or County Lobbying firm retained by Subrecipient to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Subaward, upon which County may in its sole discretion, immediately terminate or suspend this Subaward.

**8.47 TERMINATION FOR NON - APPROPRIATION OF FUNDS**

8.47.1 Notwithstanding any other provision of this Subaward, County shall not be obligated for Subrecipient's performance hereunder or by any provision of this Subaward during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for this Subaward in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Subaward, then this Subaward shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Subrecipient in writing of any such non-allocation of funds at the earliest possible date.

**8.48 VALIDITY**

8.48.1 If any provision of this Subaward or the application thereof to any person or circumstance is held invalid, the remainder of this Subaward and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.49 WAIVER**

8.49.1 No waiver by County of any breach of any provision of this Subaward shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Subaward shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

**8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Subaward upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained

by Subrecipient for the purpose of securing business.

- 8.50.2 For breach of this warranty, County shall have the right to terminate this Subaward and, at its sole discretion, deduct from the Subaward Sum or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 8.51.1 Subrecipient acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Subrecipient qualifies for an exemption or exclusion, Subrecipient warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Subaward will maintain compliance, with Los Angeles County Code Chapter 2.206. Prior to the commencement of this Subaward, Subrecipient shall complete Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program) and submit it to County's Contract Manager in the time and manner as designated by County.

**8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 8.52.1 Failure of Subrecipient to maintain compliance with the requirements set forth in Subparagraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this Subaward. Without limiting the rights and remedies available to County under any other provision of this Subaward, failure of Subrecipient to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Subaward and/or pursue debarment of Subrecipient, pursuant to Los Angeles County Code Chapter 2.206.

**8.53 TIME OFF FOR VOTING**

- 8.53.1 Subrecipient shall notify and provide its employees, and shall require each Lower Tier Subrecipient to notify and provide its employees, information regarding the time off for voting law pursuant to California Elections Code (EC) Section 14000. Not less than ten (10) days before every statewide election, Subrecipient and its Lower Tier Subrecipient(s) shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of EC 14000.

**8.54 MINIMUM WAGE REQUIREMENTS**

- 8.54.1 **Minimum Wage**
- 8.54.1.1 Pursuant to Los Angeles County Code Chapter 8.100 (Minimum Wage), County of Los Angeles has

established the Los Angeles County Minimum Wage Ordinance ("Minimum Wage Ordinance"). As an employer (which means any person, as defined in the California Labor Code, General Provisions, Section 18, including such person, association, organization, partnership, business trust, limited liability company, corporation, corporate officer or executive, who directly, indirectly or through an agent or any other person, including through the services of a temporary service or staffing agency or similar entity, employs or exercises control over the wages, hours or working conditions of any employee), Subrecipient shall pay its employees no less than the hourly rates set forth herein:

8.54.1.1.1 Subrecipient with twenty-six (26) or more employees shall pay employees a wage of no less than the following hourly rates:

8.54.1.1.1.1 On July 1, 2016, the hourly wage shall be \$10.50.

8.54.1.1.1.2 On July 1, 2017, the hourly wage shall be \$12.00.

8.54.1.1.1.3 On July 1, 2018, the hourly wage shall be \$13.25.

8.54.1.1.1.4 On July 1, 2019, the hourly wage shall be \$14.25.

8.54.1.1.1.5 On July 1, 2020, the hourly wage shall be \$15.00.

8.54.1.1.2 Subrecipient with twenty-five (25) or fewer employees shall pay employees a wage of no less than the following hourly rates:

8.54.1.1.2.1 On July 1, 2017, the hourly wage shall be \$10.50.

8.54.1.1.2.2 On July 1, 2018, the hourly wage shall be \$12.00.

8.54.1.1.2.3 On July 1, 2019, the hourly wage shall be \$13.25.

8.54.1.1.2.4 On July 1, 2020, the hourly wage shall be \$14.25.

8.54.1.1.3 For purposes of this Subparagraph, the number of employees employed by Subrecipient shall be determined by calculating the average number of employees employed during the previous calendar year.

8.54.1.2 When Subrecipient provides Program Services in Los Angeles County (including the unincorporated areas and any city), Subrecipient shall adhere to County's minimum wage requirements.

**8.54.2 Retaliatory Action Prohibited**

8.54.2.1 Subrecipient shall not discharge, reduce in compensation or otherwise discriminate against any employee for opposing any practice proscribed by this Minimum Wage Ordinance, for participating in proceedings related to this Minimum Wage Ordinance, for seeking to enforce his/her rights under this Minimum Wage Ordinance by any lawful means or for otherwise asserting his/her rights under this Minimum Wage Ordinance.

**8.54.3 No Waiver of Rights**

8.54.3.1 Any purported waiver by Subrecipient of any or all of the provisions of this Minimum Wage Ordinance shall be deemed contrary to public policy, void and unenforceable.

**8.54.4 Conflict with Other Laws, Severability and Savings**

8.54.4.1 Nothing in this Minimum Wage Ordinance shall be interpreted or applied so as to create any power or duty in conflict with any Federal or State law.

8.54.4.2 If any section, subsection, sentence, clause or phrase of this Minimum Wage Ordinance is for any

reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Minimum Wage Ordinance.

8.54.4.3 This Minimum Wage Ordinance provides for payment of a local minimum wage and shall not be construed to preempt or otherwise limit or affect the applicability of any other law, regulation, requirement, policy or standard that provides for payment of higher or supplemental wages or benefits or that extends other protections.

8.54.5 **Coexistence with Other Available Relief**

8.54.5.1 The provisions of this Minimum Wage Ordinance shall not be construed as limiting any employee's right to obtain relief to which he/she may be entitled at law or in equity.

8.54.6 **Exemptions**

8.54.6.1 Subrecipient shall be exempt from this Minimum Wage Ordinance when Subrecipient is:

8.54.6.1.1 A person not subject to, or exempt from, the State minimum wage, as provided under California Labor Code Section 1197 and wage orders published by the California Industrial Welfare Commission.

8.54.6.1.2 A public entity (including Federal, State, County and city entities (including school districts)).

8.54.6.2 In the event that Subrecipient is exempt from this Minimum Wage Ordinance, Subrecipient agrees to make a good faith effort to implement the requirements outlined herein.

**9.0 UNIQUE TERMS AND CONDITIONS**

**9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE**

**9.1.1 Fraud Prevention Reporting**

9.1.1.1 Subrecipient's staff working on this Subaward shall immediately report all suspected or actual instances of fraud as designated in Exhibit Q (Accounting, Administration and Reporting Requirements).

**9.1.2 Child Abuse Reporting**

9.1.2.1 Subrecipient's staff working on this Subaward shall comply with the Child Abuse and Neglect Reporting Act (California Penal Code (PC) Section 11164 et seq.), and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by the referenced Penal Code. Additionally, Subrecipient's staff working on this Subaward shall also report such

abuse to the County of Los Angeles Department of Children and Family Services by calling the hotline at (800) 540-4000 within twenty-four (24) hours of discovering or suspecting the abuse. Subrecipient's staff shall submit all required information to the appropriate authorities in accordance with PC Sections 11166 and 11167.

**9.1.3 Elder and Dependent Adult Abuse Reporting**

9.1.3.1 Subrecipient's staff working on this Subaward shall comply with the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code (WIC) Section 15600 et seq.), and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by the referenced Welfare and Institutions Code. Subrecipient's staff working on this Subaward shall report the abuse and shall submit all required information in accordance with WIC Sections 15630, 15633 and 15633.5.

**9.1.4 Withholding of Payment**

9.1.4.1 In the event that allegations of fraud and/or abuse are levied against Subrecipient or any individual or entity performing Work under this Subaward on behalf of Subrecipient, County reserves the right to withhold either ten percent (10%) of the Maximum Annual Subaward Sum (in the event that this Subaward is funded for one (1) Fiscal Year or Program Year term then ten percent (10%) will be withheld from the Maximum Subaward Sum) or the amount of the final year-end invoice, whichever is greater, until a determination is issued in writing by County that withheld funds will be released to Subrecipient. For purposes of this Subaward, fraud and abuse shall include but are not limited to the following: misapplication of funds; embezzlement; forgery; theft; solicitation and receipt of bribes; falsification of records; inauditable records; unsupported or undocumented Subaward expenditures; inaccurate fiscal and/or Program reports; misuse of fixed assets or non-fixed assets purchased with Subaward Sums (when the procurement of such assets are authorized in this Subaward); violation of conflict of interest requirements; etc.

**9.2 AMERICANS WITH DISABILITIES ACT (ADA)**

9.2.1 Subrecipient shall abide by all applicable Federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, Subrecipient's operations. Subrecipient shall submit demonstrable evidence of such undue financial burden to

County in such circumstances.

**9.3 SUBRECIPIENT'S CHARITABLE ACTIVITIES COMPLIANCE**

9.3.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (Senate Bill 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Subrecipient to complete Exhibit O (Charitable Contributions Certification), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect Los Angeles County and its taxpayers. When Subrecipient receives or raises charitable contributions without complying with its obligations under California law, Subrecipient commits a material breach subjecting it to termination of this Subaward, debarment proceedings or both (Los Angeles County Code Chapter 2.202). Prior to the commencement of this Subaward, Subrecipient shall submit the completed Exhibit O (Charitable Contributions Certification) to County's Contract Manager in the time and manner as designated by County.

**9.4 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

9.4.1 County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules which are outlined in Title 45 Code of Federal Regulations Sections 160 and 164 (collectively "HIPAA Rules"). Under this Subaward, Subrecipient provides Services to County and Subrecipient creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) in order to provide those Services. County and Subrecipient therefore agree to the terms of Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).

**9.5 FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES**

9.5.1 Subrecipient may use Subaward Sums to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies). Prior to the commencement of this Subaward (and annually thereafter), Subrecipient shall complete Exhibit T (Inventory Control Form) and submit it to County's Contract Manager in the time and manner as designated by County. Subrecipient shall adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies purchased with Subaward Sums, as provided by Federal and State regulations as well as the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

9.5.2 This Subaward involves the furnishing of equipment, materials and/or supplies. As such, it is unlawful for Subrecipient when

engaged in business within the State to use any article or product as a "loss leader" as defined in the Business and Professions Code Section 17030.

**9.6 LIMITATION ON CORPORATE ACTS**

9.6.1 Subrecipient shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Subaward Sums, or take any other steps which may materially affect the performance of this Subaward without first notifying County in writing no less than thirty (30) days prior to said action. Subrecipient shall notify County's Contract Manager immediately in writing of any change in Subrecipient's corporate name.

9.6.2 If, in County's sole discretion, the steps taken by Subrecipient are determined to materially affect Subrecipient's performance of this Subaward, County may, at its sole discretion, take any (or all) of the following actions:

9.6.2.1 Require Subrecipient to remedy the areas that affect Subrecipient's ability to perform its obligations under this Subaward.

9.6.2.2 Suspend Subrecipient from performing (and receiving payment for) Subaward tasks until a remedy has been reached.

9.6.2.3 Terminate this Subaward pursuant to Subparagraph 8.43 (Termination for Default).

**9.7 INTENTIONALLY OMITTED**

**9.8 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

9.8.1 Subrecipient represents and warrants that it has registered in Los Angeles County's vendor registration system ("WebVen"). The WebVen contains Subrecipient's business profile and identifies the goods/services being provided by Subrecipient. Subrecipient shall ensure that it updates its vendor profile whenever changes occur to Subrecipient's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven/>. County shall use the data obtained from Subrecipient's WebVen profile to ensure that Subrecipient's information is consistent with Subaward records (e.g., Subrecipient's legal name, as reflected in its WebVen profile, shall be used in all Subaward documents).

**9.9 MODIFICATIONS**

**9.9.1 Modifications to this Subaward**

9.9.1.1 This Subaward fully expresses the agreement of the parties. Any modification to this Subaward must be by means of a separate written document approved by County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Subaward in any way. For purposes of this Subparagraph 9.9, a Modification:

9.9.1.1.1 Is a mechanism that allows Subrecipient to revise its Budget or Services during the Fiscal Year or Program Year without adversely affecting Subrecipient's ability to fulfill its obligations under this Subaward (i.e., such Modification shall not materially change Subrecipient's obligation to provide the Services outlined in Exhibit A (Statement of Work)).

9.9.1.1.2 Allows Subrecipient to fully utilize Subaward Sums to fulfill the requirements of this Subaward and adequately cover the provision of Services.

9.9.1.1.3 Is approved by County in writing, must be in the best interests of County and Subrecipient shall adhere to it in its entirety.

9.9.1.2 Any Modification, as described below, shall not change the terms, goals or requirements of this Subaward. Such Modification provides Subrecipient some flexibility to operate within the terms of this Subaward in order to fully utilize Subaward Sums and to achieve Subrecipient's performance goals. Subrecipient's request for Modifications, either budgetary or programmatic, must be submitted in writing to either County's Contract Manager or County's Program Manager, respectively. Subrecipient shall not request a Modification during the first quarter and during the last two (2) months of the current Fiscal Year or Program Year (except where a written waiver is requested by Subrecipient and granted by County).

9.9.2 **Budget Modifications**

9.9.2.1 The movement of funds within an approved Budget from one line item to another line item is classified as a Budget Modification. For the entirety of any Fiscal Year or Program Year, a Budget Modification shall not exceed twenty percent (20%) of the baseline amount allocated to the line items being modified (i.e., Subrecipient's movement of funds among line items shall not cause one line item to be reduced or increased by more than twenty percent (20%) of its baseline amount). For purposes of this Subparagraph 9.9, baseline is defined as the original amount allocated at the beginning of a Fiscal Year or Program Year; for Fiscal Years or Program Years following the first Fiscal Year or Program Year, such amount may differ from what is reflected in the original Subaward. A Budget Modification shall not change the Maximum Annual Subaward Sum or the Maximum Subaward Sum.

Subrecipient shall notify County's Contract Manager in writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification shall supersede any prior Budget Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Budget Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Budget Modification number one (1) is no longer effective as of that same date).

**9.9.3 Program Modifications**

9.9.3.1 The movement of Services from one Service category (as defined in Exhibit A (Statement of Work)) to another is classified as a Program Modification. Subrecipient shall notify County's Program Manager in writing to request authorization prior to submitting a Program Modification. On the date County approves a Program Modification, such Program Modification shall supersede any prior Program Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Program Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Program Modification number one (1) is no longer effective as of that same date).

**9.10 NEPOTISM**

9.10.1 Subrecipient certifies that it shall not hire nor permit the hiring of any person in a position funded under this Subaward if a member of the person's immediate family is employed in an administrative capacity by Subrecipient. For purposes of this Subparagraph 9.10, the term "immediate family" means spouse (common law or otherwise, and including domestic partner), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Subrecipient. The term "administrative capacity" means a position that has overall administrative responsibility for the Program, including but not limited to selection, hiring, or supervisory responsibilities.

**9.11 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

9.11.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools ("materials") which are originated or created through Subrecipient's Work pursuant to this Subaward. Subrecipient, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Subrecipient's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Subrecipient's Work under this Subaward.

- 9.11.2 During the term of this Subaward and during the authorized retention period of this Subaward, Subrecipient shall maintain and provide security for all of Subrecipient's working papers prepared under this Subaward. County shall have the right to inspect, copy and use at any time during the term of this Subaward and during the authorized retention period of this Subaward, any and all such working papers and all information contained therein.
- 9.11.3 Any and all materials, software and tools which are developed or were originally acquired by Subrecipient outside the scope of this Subaward, which Subrecipient desires to use hereunder, and which Subrecipient considers to be proprietary or confidential, must be specifically identified by Subrecipient to County's Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by Subrecipient as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.11.4 County will use reasonable means to ensure that Subrecipient's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Subrecipient.
- 9.11.5 Notwithstanding any other provision of this Subaward, County will not be obligated to Subrecipient in any way under Subparagraph 9.11.4 for any of Subrecipient's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.11.3 or for any disclosure which County is required to make under any Federal or State law or order of court.
- 9.11.6 Notwithstanding any other provision of this Subaward, County and Subrecipient agree that County shall have all ownership rights of software or modification thereof and associated documentation designed, developed or installed using Federal financial participation. The Federal government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Subaward, proprietary operating/vendor software packages, which are provided at established catalog or market prices and sold or leased to the general public, shall not be subject to the ownership provisions of this Subparagraph 9.11.
- 9.11.7 All the rights and obligations of this Subparagraph 9.11 shall survive the expiration or termination of this Subaward.

**9.12 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

- 9.12.1 Subrecipient shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any

actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Subrecipient's Work under this Subaward. County shall inform Subrecipient as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Subrecipient's defense and settlement thereof.

9.12.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Subrecipient, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

9.12.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

9.12.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

9.12.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

9.12.3 Subrecipient shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Subrecipient, in a manner for which the questioned product was not designed nor intended.

## 9.13 PROBATION AND SUSPENSION

9.13.1 Subrecipient may be placed on probation, suspension or a combination thereof when County determines that Subrecipient is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Subaward and/or when Subrecipient has demonstrated a consistent and significant lack of achievement of the Subaward goals (including, but not limited to, meeting the requirements for Program performance, the Budget, expenditures, staffing, administration, etc.). County shall notify Subrecipient in writing in the event that Subrecipient is placed on probation, suspension or a combination thereof.

### 9.13.2 Probation

9.13.2.1 Probation as used herein shall mean a specified period of time (as determined by County) during which Subrecipient must remedy all areas of non-compliance which have been identified by County or its duly authorized representative(s). County shall monitor Subrecipient's adherence to such remedy(ies) during the probation.

9.13.2.2 When County places Subrecipient on probation, County shall provide Subrecipient a written notice indicating the reasons for the probation (which shall include a description of the areas of Subrecipient's non-compliance), the date upon which this probation shall become effective, the date upon

which Subrecipient shall fully remedy all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services during the probation.

- 9.13.2.3 Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-compliance during its probation and/or when Subrecipient is placed on multiple probations (as determined by County at County's sole discretion).

9.13.3 **Suspension**

- 9.13.3.1 Suspension as used herein shall mean a specified period of time (as determined by County) during which County will withhold payment from Subrecipient (i.e., suspension of payment(s)), County will institute a temporary curtailment of the Services provided by Subrecipient and its Lower Tier Subrecipient(s), if any, (i.e., suspension of Work) or a combination thereof. This Subaward may be suspended in whole or in part, from time to time, when such action is deemed by County in its sole discretion to be in County's best interest. During the suspension, Subrecipient has a continuing obligation to remedy the areas of non-compliance which have been identified by County or its duly authorized representative(s). County shall monitor Subrecipient's adherence to such remedy(ies) during the suspension.

- 9.13.3.2 When County suspends Subrecipient, County shall provide Subrecipient a written notice indicating the type of suspension, the reasons for such suspension (which shall include a description of the areas of Subrecipient's non-compliance), the date upon which this suspension shall become effective, the date upon which Subrecipient shall fully remedy all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services which are not suspended during the suspension. When County institutes a temporary curtailment of Services, the written notice shall include a description of the Service(s) being suspended.

- 9.13.3.3 At County's sole discretion, when Subrecipient's payment(s) and/or Services are suspended, County may also elect to transfer suspended Services from Subrecipient to another subrecipient for a period of time that will be determined solely by County. Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-compliance during its suspension and/or when Subrecipient is placed on multiple suspensions (as determined by County at County's sole discretion).

- 9.13.3.4 Upon receipt of a notice of suspension of Services

and except as otherwise directed by County, Subrecipient shall:

9.13.3.4.1 Stop providing Services under this Subaward on the date and to the extent specified in such notice.

9.13.3.4.2 Complete performance of such part of the Services that is not suspended by such notice.

9.13.3.5 Subrecipient shall be promptly paid for Services properly completed up until the time of suspension. Such payment is contingent upon Subrecipient properly completing and timely submitting its invoice(s) for Services completed up until the effective date of suspension.

9.13.3.6 Suspension shall continue for the period specified in the written notice of suspension provided to Subrecipient, unless County provides written notice to resume Services at an earlier date.

9.13.3.7 All other terms and remedies provided in this Subaward, including provisions for Termination, shall remain valid during any period of suspension.

9.13.4 In response to the notice of probation or suspension, Subrecipient shall submit a written Corrective Action Plan to County's Compliance Manager within ten (10) days of the postmark date indicated on the notice from County. Subrecipient's Corrective Action Plan shall address all of the deficiencies noted by County.

9.13.5 County shall review Subrecipient's Corrective Action Plan, and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments for or to terminate all or any part of this Subaward (and/or any of Subrecipient's other contracts with County) when Subrecipient submits a Corrective Action Plan that is not acceptable to County.

9.13.6 Subrecipient shall implement the Corrective Action Plan upon receiving County's final written approval of the Corrective Action Plan. Subrecipient's failure to comply with an approved Corrective Action Plan will be cause for material breach of this Subaward upon which County may pursue the remedies for default of Subaward, including, but not limited to, reimbursement for all debt collection costs incurred by County.

## 9.14 TRANSITION OF SUBAWARD SERVICES

### 9.14.1 Completion of Subaward

9.14.1.1 Within sixty (60) calendar days prior to the expiration of this Subaward (or shorter time period if notified in writing by County), Subrecipient shall allow County or a newly selected subrecipient a transition period for orientation purposes and the orderly transition of Subrecipient's current Services

without additional costs to County. Subrecipient shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Subaward.

9.14.2 **Transition Plan**

9.14.2.1 If this Subaward (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it expires pursuant to Paragraph 4.0 (Term of Subaward), Subrecipient shall provide a Transition Plan to County. Subrecipient shall submit said Transition Plan to County's Contract Manager within the timeframe designated by County in the notice of termination or Subrecipient shall submit it at least sixty (60) days prior to the expiration of this Subaward as noted in Paragraph 4.0 (Term of Subaward).

9.14.2.2 County shall review Subrecipient's Transition Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments under this Subaward and/or under any of Subrecipient's other contracts with County when Subrecipient submits a Transition Plan that is not acceptable to County. Subrecipient shall adhere to the Transition Plan which, at a minimum, shall include all of the elements outlined below.

9.14.3 **Elements of the Transition Plan**

9.14.3.1 Description of how Clients will be notified about the change in their Service provider.

9.14.3.2 Subrecipient's method to communicate with other organizations that can assist in locating alternative Services.

9.14.3.3 Subrecipient's method to inform community referral sources of the pending termination of Services and what alternatives, if any, exist for future referrals.

9.14.3.4 Subrecipient's method to evaluate Clients in order to assure appropriate placement that will allow Clients to receive Services.

9.14.3.5 Subrecipient's method to transfer any confidential medical and Client records to the new subrecipient in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 or other Federal, State or local laws and regulations.

9.14.3.6 Subrecipient's method to dispose of confidential records in accordance with applicable laws and regulations, and the terms of this Subaward.

9.14.3.7 Subrecipient's plan to assure for the provision of

adequate staff to provide continued care through the remaining term of this Subaward.

9.14.3.8 A fully documented inventory of all Fixed and Non-Fixed Assets as well as a method to dispose, transfer or return to County all Fixed and Non-Fixed Assets purchased with Subaward Sums during the entire term of this Subaward.

9.14.3.9 Any additional information which may be necessary to effect a safe transition of Clients to other community service providers.

**9.14.4 Implementation of the Transition Plan**

9.14.4.1 Subrecipient shall implement the Transition Plan that is approved by County. Subrecipient's failure to provide and/or implement the Transition Plan as prescribed herein shall mean that County will provide Subrecipient a Transition Plan and Subrecipient will implement the Transition Plan provided by County. County will monitor Subrecipient's progress in carrying out all elements of the Transition Plan.

**9.15 INTENTIONALLY OMITTED**

**9.16 TRAVEL EXPENSES**

9.16.1 Subrecipient shall obtain prior written approval from County's Contract Manager for any expenses under this Subaward related to travel outside of Los Angeles County.

9.16.2 Subrecipient shall maintain written documentation evidencing that all out-of-town travel expenses are specifically related to providing Services under this Subaward, in conformity with the document retention requirements specified in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

9.16.3 Subrecipient shall ensure that no more than two (2) of its staff incur any out-of-town travel expenses at any time.

9.16.4 Subrecipient shall not invoice County if out-of-town travel expenses are incurred without proper documentation evidencing County's prior written approval.

9.16.5 Subrecipient's non-compliance with the requirements of this Subparagraph will result in these costs being disallowed, payments being withheld or other remedy being applied as County shall determine to be appropriate.

**9.17 DRUG-FREE WORKPLACE**

9.17.1 Subrecipient and its Lower Tier Subrecipient(s) shall adhere to the requirements outlined in the California Drug-Free Workplace Act of 1990, as amended (California Government Code Section 8350 et seq.). Subrecipient and its Lower Tier Subrecipient(s) shall also adhere to the requirements outlined in the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (Title 41 United States Code Section 701 et seq.).

Subrecipient and its Lower Tier Subrecipient(s) shall provide and maintain a drug-free workplace for all of their employees, and shall have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these requirements by Subrecipient, its Lower Tier Subrecipient or both shall subject Subrecipient to remedies available under the terms of this Subaward. Such remedies shall include suspending Subrecipient's payments, placing Subrecipient on probation or suspension, terminating this Subaward or other available remedies which shall be determined by County at County's sole discretion.

9.17.2 Subrecipient shall provide a written drug-free workplace policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and stating the specific actions that will be taken for violations.

9.17.3 The ongoing drug-free awareness program must inform employees about the following: the dangers of drug abuse; available drug counseling, rehabilitation, and employee assistance programs; penalties that may be imposed; and, that employees are to be aware that Subrecipient and its Lower Tier Subrecipient(s) operate a drug-free workplace.

9.17.4 Subrecipient shall require its employees to report in writing any conviction for a violation of a criminal drug statute occurring in the workplace. Subrecipient shall provide written notice to County's Contract Manager within ten (10) days of having received such notice from employee(s). Within thirty (30) days of receiving the notice of a conviction, Subrecipient must have taken appropriate action against the employee(s) or have required employee's participation in a drug abuse assistance or rehabilitation program.

## **9.18 INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS**

9.18.1 This Subparagraph sets forth the requirements for the information technology systems which Subrecipient shall use in the course of completing the Work and providing Services under this Subaward. This Subparagraph also sets forth the security procedures for these systems which Subrecipient shall have in place by the effective date of this Subaward and which Subrecipient shall maintain throughout the Subaward term. They present a minimum standard only. Subrecipient shall:

9.18.1.1 Implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Information Assets as defined in Subparagraph 9.18.5 (County Information Assets) (which consists of but is not limited to confidential County data, Personally Identifiable Information, Protected Health Information and Medical Information) against internal and external threats, vulnerabilities and risks.

- 9.18.1.2 Continuously review and revise those measures to address ongoing threats, vulnerabilities and risks.
- 9.18.2 Subrecipient's failure to comply with the minimum standards set forth herein will constitute a material, non-curable breach of this Subaward, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under this Subaward, to immediately terminate this Subaward.
- 9.18.3 **Information Technology Systems - Contract Management System-Contractor's Gateway**
  - 9.18.3.1 County has implemented use of the Contract Management System Contractor's Gateway ("Contractor's Gateway"), an automated system designed to electronically manage this Subaward. Subrecipient shall use the System to perform its administrative contracting functions as directed by County.
  - 9.18.3.2 County has established policies concerning the access, use and maintenance of the Contractor's Gateway. Subrecipient shall adhere to these policies, which are identified in Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use), instruction guides/ tutorials provided by County, training sessions conducted by County, etc. Subrecipient's noncompliance with these policies may subject Subrecipient to denial of access to the Contractor's Gateway, suspension of payment(s), termination of this Subaward, and/or other remedies/actions which County may take at its sole discretion under the terms of this Subaward and/or applicable law or regulation.
- 9.18.4 **Information Technology Systems - Management Information System**
  - 9.18.4.1 **Data Entry**
    - 9.18.4.1.1 County has implemented use of the Management Information System (MIS), a computerized database system that is used to record and track Service delivery, Program data and Client information. Subrecipient shall use the MIS to enter Program, Service delivery and Client data as directed by County.
    - 9.18.4.1.2 Subrecipient shall ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Subrecipient shall track, document and report the actual date when Services are rendered. Subrecipient shall complete direct data entry of the required Program, Service delivery and Client data (including but

not limited to, the total number of Clients served, the type and number of Services provided to Client and the date(s) of Service) into the MIS within ten (10) days of Service delivery. Subrecipient shall not back-date any data and any attempts to do so may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion.

9.18.4.1.3 In order to ensure accurate reporting, Subrecipient shall enter Program, Service delivery and Client data on a regular basis, preferably on the day when Services are provided and no later than ten (10) days of Service delivery.

9.18.4.2 **Data Records**

9.18.4.2.1 Subrecipient's failure to submit the required MIS data within the time and manner as designated by County may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion. Remedies will remain in effect until Subrecipient becomes compliant. County will consider Subrecipient's non-compliance during future funding decisions.

9.18.4.2.2 Subrecipient shall maintain all records and reports, consistent with Subparagraph 8.38 (Records Retention, Inspection and Audit Settlement), and shall make them available for audit, assessment, or inspection by County and any of its duly authorized representatives (including, but not limited to, State authorities, Federal agencies and/or any of their duly authorized representatives).

9.18.4.2.3 All information, records, data elements and print-outs collected and maintained for the operation of the Program and pertaining to Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Subparagraph 7.5 (Confidentiality), California Welfare and Institutions Code Section 10850, Title 45 Code of Federal Regulations Part 205.50, California Information Practices Act of 1977, and all other applicable laws and regulations.

9.18.4.3 **MIS Personnel**

9.18.4.3.1 Subrecipient shall assign an employee to have the primary responsibility for data entry into the MIS. This employee shall be the primary contact person for data issues and problems. This employee shall also be assigned a password to log-in and enter Program, Service delivery and Client data. Subrecipient shall designate a secondary/back-up employee who can act on behalf of the primary MIS employee contact in the event of his or her absence. Subrecipient shall ensure that its users do not share their user identification and password information.

9.18.4.3.2 Subrecipient shall provide the names of Subrecipient's primary and secondary MIS employees using Exhibit F (Subrecipient's Administration). Subrecipient shall submit the completed Exhibit F (Subrecipient's Administration) in the time and manner as directed by County. In the event of any changes to the information provided in Exhibit F (Subrecipient's Administration), Subrecipient shall update Exhibit F (Subrecipient's Administration) and submit the revised document to County within two (2) weeks of any reassignment or substitution. Only those Subrecipient employees who have been designated by Subrecipient and assigned a password by County shall be allowed to access the MIS system.

9.18.4.3.3 Subrecipient shall ensure that the primary and secondary MIS employees are properly trained to operate the MIS and attend all MIS training provided by County to ensure that MIS operations are in compliance with all applicable regulations.

9.18.5 **County Information Assets**

9.18.5.1 County Information Assets are public, confidential, sensitive and/or personal data, records, materials, etc. and include (but are not limited to):

9.18.5.1.1 Information that is stored in any media form, paper or electronic.

- 9.18.5.1.2 Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.
- 9.18.5.1.3 Personally Identifiable Information as defined in California Civil Code Section 1798.29(g).
- 9.18.5.1.4 Protected Health Information as defined in Health Insurance Portability and Accountability Act of 1996.
- 9.18.5.1.5 Medical Information as defined in California Civil Code Section 56.05(j).

9.18.6 **Physical and Environmental Security**

- 9.18.6.1 Subrecipient shall take reasonable measures to ensure the physical security of its operating location(s) that handles County Information Assets. Work areas containing computers or source documents should be secured from public access unless Subrecipient's representative is present. When unoccupied during non-operating hours, Subrecipient's facility(ies) shall be locked.

9.18.7 **Data Destruction**

- 9.18.7.1 When Subrecipient has maintained, processed or stored County Information Assets, implied or expressed, and such County Information Assets are no longer required to be retained by Subrecipient under this Subaward and applicable law, County shall have sole authority to determine when Subrecipient shall destroy any such County Information Assets as described herein. Subrecipient shall only proceed with the destruction of County Information Assets (which may be stored on purchased, leased or rented electronic storage equipment (e.g., printers, hard drives, etc.) and electronic devices (e.g., servers, workstations, etc.) that are geographically located within Los Angeles County or external to Los Angeles County's boundaries) upon receiving written authorization from County.
- 9.18.7.2 Subrecipient shall destroy such County Information Assets by:
  - 9.18.7.2.1 Shredding or otherwise destroying paper, film, disk drives or other hard copy media so that the Personally Identifiable Information, Protected Health Information and Medical Information cannot be read or otherwise reconstructed.

9.18.7.2.2 Clearing, purging or destroying electronic media containing Personally Identifiable Information, Protected Health Information and Medical Information consistent with National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-88 (Guidelines for Media Sanitization) which is available on-line at: [http://csrc.nist.gov/publications/PubsDRAFTS.html#SP-800-88-Rev. %201](http://csrc.nist.gov/publications/PubsDRAFTS.html#SP-800-88-Rev.%201) and United States Department of Defense 5220.22-M data sanitization and clearing directive such that the Personally Identifiable Information, Protected Health Information and Medical Information cannot be retrieved.

9.18.7.3 Subrecipient shall have the sole responsibility to certify that the County Information Assets have been appropriately destroyed consistent with the requirements outlined herein.

9.18.7.4 Subrecipient shall provide County with written certification validating that any and all County Information Assets were placed in one (1) or more of the following stored states: unusable, unreadable and/or indecipherable. Subrecipient shall submit such certification to County's Contract Manager no later than ten (10) days after the occurrence of this event.

9.18.7.5 Lower Tier Subrecipient shall provide County with written certification validating that any and all County Information Assets were destroyed and are in one (1) or more of the following states: unusable, unreadable and/or undecipherable. Lower Tier Subrecipient shall submit such certification to County's Contract Manager no later than ten (10) days after the removal of any electronic storage equipment and devices and the destruction of the County Information Assets.

9.18.8 **Encryption on Workstations and Portable Computing Devices**

9.18.8.1 Subrecipient shall use software and/or hardware encryption methods for confidential County Information Assets stored on all electronic media in accordance with the following standards:

9.18.8.1.1 Federal Information Processing Standard Publication ("FIPS") 140-2.

- 9.18.8.1.2 NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3).
- 9.18.8.1.3 NIST SP 800-57 (Recommendation for Key Management - Part 2: Best Practices for Key Management Organization).
- 9.18.8.1.4 NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).
- 9.18.8.1.5 At a minimum, Subrecipient shall use Advanced Encryption Standard ("AES") with cipher strength of 256-bit
- 9.18.8.1.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of County Information Assets, Subrecipient shall obtain written approval from County's Contract Manager.
- 9.18.8.2 Subrecipient shall use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:
  - 9.18.8.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).
  - 9.18.8.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).
- 9.18.8.3 Subrecipient shall have operational policies, procedures and practices which protect County Information Assets as specified herein and in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); and, County's Board of Supervisors Policy Manual (Contractor Protection of Electronic County Information) - policy number pending.
- 9.18.8.4 Subrecipient shall encrypt confidential, sensitive and/or personal County Information Assets which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, mobile devices, wearables, tablets, laptops, personal digital

assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).

9.18.8.5 **Removable Media**

9.18.8.5.1 Except in the context of Subrecipient's routine back-ups or as otherwise specifically authorized by County in writing, Subrecipient shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of removable media. For purposes of this Subaward, removable media means portable or removable hard disks, floppy disks, universal serial bus (USB) memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., secure digital (SD), memory sticks (MS), compact flash (CF), smart media (SM), multimedia card (MMC), and xD-picture card (xD)), magnetic tape and all other removable data storage media.

9.18.8.6 In the event that Subrecipient will have County Information Assets on or accessed by mobile devices, Subrecipient shall have in place, a mobile computing policy, reviewable and audited by County. This policy must address device recovery and data eradication methods, the mobile device management capabilities in place, the use of personal devices versus Subrecipient-supplied devices and all applications that may have access to or render County Information Assets.

9.18.8.7 **Data Control and Media Servicing**

9.18.8.7.1 The following requirements shall apply to back-up data stored by Subrecipient at off-site facilities:

9.18.8.7.1.1 County Information Assets shall only be made available and accessible to those parties explicitly authorized under this Subaward or otherwise expressly approved by County in writing.

9.18.8.7.1.2 If transferred across the Internet, any wireless network (e.g., cellular, Bluetooth, 802.11x, or similar technology), or other public or shared networks, County Information Assets must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 (Guidelines for the Selection and use of Transport Layer Security Implementations).

9.18.8.7.1.3 If transferred using removable media (as defined above), County Information Assets must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).

9.18.8.7.2 In the event any hardware, storage media or removable media must be sent off-site for servicing, Subrecipient shall ensure that all confidential County Information Assets, including Personally Identifiable Information, Protected Health Information and Medical Information, have been cleared, purged and/or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88 (Guidelines for Media Sanitization).

9.18.8.8 Subrecipient shall certify its compliance with the encryption standards noted herein as a condition of executing this Subaward. Such certification shall be provided by Subrecipient in the form and manner as determined by County. Subrecipient shall maintain compliance with this policy during the term of this Subaward and for as long as Subrecipient maintains or is in possession of County Information Assets. In addition to the foregoing certification, Subrecipient shall maintain any validation/attestation reports that the data encryption product generates and such reports shall

be subject to audit in accordance with the requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). In the event of Subrecipient's non-compliance with these requirements, County will require Subrecipient to develop and execute a corrective action plan. Subrecipient's failure to comply with this policy may subject Subrecipient to suspension or termination of this Subaward, denial of access to County information technology resources and/or other remedies which are deemed appropriate by County.

9.18.9 **Software Maintenance and Operational Management**

- 9.18.9.1 Subrecipient shall deploy up-to-date anti-virus software with current definitions on all computer systems on which County Information Assets are stored and/or transmitted.
- 9.18.9.2 Subrecipient shall ensure that all security patches, software updates/upgrades, etc. are applied to all computer systems on which County Information Assets are stored and/or transmitted.
- 9.18.9.3 Subrecipient shall deploy adequate back-up facilities to ensure that its essential business information can be promptly recovered in the event of a disaster or media failure.
- 9.18.9.4 Subrecipient shall ensure that its operating procedures are adequately documented and designed to protect information, computer media and data from theft and unauthorized access.

9.18.10 **Access Control**

- 9.18.10.1 Subrecipient shall implement formal procedures to control access to its systems, services and data, including, but not limited to, user account management procedures and the following controls:
  - 9.18.10.1.1 Network access to both internal and external networked services shall be controlled through the use of properly configured firewalls, etc.
  - 9.18.10.1.2 Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization and event logging.
  - 9.18.10.1.3 Applications will include access control to limit user access to information and application system functions.

9.18.10.1.4 Subrecipient shall develop, implement and enforce/maintain a password policy which requires users who are authorized to access confidential County Information Assets on electronic media to:

9.18.10.1.4.1 Create a strong complex password containing at least eight (8) characters, which shall include upper and lower case letters, digits and symbols.

9.18.10.1.4.2 Change his/her password at a minimum every ninety (90) days, etc.

9.18.10.1.5 Subrecipient shall develop, implement and enforce/maintain a password policy which provides for the following system requirements:

9.18.10.1.5.1 When user changes his/her password, the system shall restrict user from re-using any of the last six (6) passwords.

9.18.10.1.5.2 System will lock itself after a minimum of three (3) to a maximum of five (5) failed logon attempts made by user within a thirty (30) minute time frame.

9.18.10.1.5.3 System will either lock itself or log off user after thirty (30) minutes of inactivity.

9.18.10.1.6 All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Subrecipient shall record, review and act upon all events in accordance with incident response policies set forth herein.

9.18.11 **Personnel and Subrecipient Protections**

9.18.11.1 Subrecipient shall screen and conduct background checks on all Subrecipient personnel exposed to confidential County Information Assets.

Subrecipient shall require its employees and Lower Tier Subrecipient(s) to sign an appropriate written confidentiality/non-disclosure agreement. All Lower Tier Subawards requiring access to Subrecipient's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls and procedures for information systems. Subrecipient shall supply each of its employees with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Subrecipient shall have an established set of procedures to ensure Subrecipient employees promptly report actual and/or suspected breaches of security.

**9.18.12 County's Security Audit**

9.18.12.1 At County's sole discretion, County or its designee may annually, or more frequently, conduct a security audit to determine Subrecipient's adherence to the requirements outline in this Subparagraph.

9.18.12.2 County's security audit may include, but is not limited to, the following:

9.18.12.2.1 Subrecipient shall provide a report on its encryption of all electronic media.

9.18.12.2.2 Subrecipient shall provide a report verifying County's written authorization for data destruction along with documented certification of such destruction.

9.18.12.2.3 Subrecipient shall provide assurance that Subrecipient enforces security measures to control physical access (i.e., access to premises) and electronic access (i.e., access to electronic media) to County Information Assets.

**9.18.13 Security Incident Reporting**

9.18.13.1 A security incident occurs when County Information Assets are accessed, modified, destroyed or disclosed without proper authorization or are lost or stolen. A security incident includes (but is not limited to) instances in which Subrecipient employees access systems in excess of their user rights or use the systems inappropriately, data is breached, etc.

**9.18.13.2 Notification of Security Breach to County**

9.18.13.2.1 Subrecipient must immediately report all security incidents to County's

Program Manager but in no event shall the report be made more than two (2) business days after its detection. Subrecipient shall initiate the contact by telephone and followed by written letter of any potential or actual security attacks or security incidents.

9.18.13.2.2 Subrecipient's notification of the security incident shall include the approximate date and time of its occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.

**9.18.13.3 Notification of Security Breach to Clients**

9.18.13.3.1 Subrecipient shall give written notice to any Client or data subject whose personal information may have been breached.

9.18.13.3.2 Subrecipient shall provide such written notice in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or, when necessary, measures to restore system integrity are required.

**9.18.14 Electronic Backups**

9.18.14.1 Subrecipient shall ensure that all electronic County Information Assets are protected by performing regular backup of automated files and databases, and ensure the availability of County Information Assets for continued business. Subrecipient shall ensure that any portable electronic media used for backups is encrypted.

**9.18.15 Cloud Storage**

9.18.15.1 Subrecipient and its Lower Tier Subrecipient(s) may not utilize cloud storage of County Information Assets without the prior express written authorization of County, after a review of the cloud service by County or its designee(s).

**9.18.16 Hardware Return**

9.18.16.1 Upon termination or expiration of this Subaward or at any time upon County's request, Subrecipient will return all hardware provided by County or purchased by Subrecipient using Subaward Sums. Subrecipient shall not alter or modify such hardware. Subrecipient shall physically seal the hardware and return it to County via a bonded courier or as otherwise directed by County in accordance with Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

9.18.16.2 In the event that the hardware contains confidential County Information Assets and is owned by Subrecipient or its Lower Tier Subrecipient, Subrecipient shall send a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction and the company or individual who performed the destruction to County's Program Manager within fifteen (15) days of termination or expiration of this Subaward or at any time upon County's request. Subrecipient's destruction or erasure of Personal Information, Protected Health Information and Medical Information shall be in compliance with industry best practices as outlined in NIST SP 800-88 (Guidelines for Media Sanitization).

9.18.17 Subrecipient shall ensure that its Lower Tier Subrecipient(s) adheres to all of the provisions included in this Subparagraph.

**9.19 REMEDIES FOR NON-COMPLIANCE**

9.19.1 Subrecipient agrees to comply with the requirements set forth in the entirety of this Subaward as well as the requirements contained in supporting Program legislation and all applicable directives, Program memoranda, notices, guidelines and instructions issued by or on behalf of Federal, State or County authorities. Subrecipient's failure to comply with such requirements shall subject Subrecipient to remedies which are available under this Subaward and as provided by law. These remedies include but are not limited to the following: probation; suspension of payment(s); suspension of Services; assessment and collection of liquidated damages; de-obligation of Subaward Sums (for purposes of this Subaward, de-obligation is the partial or full removal of Subaward Sums from Subrecipient); re-obligation of Subaward Sums (for purposes of this Subaward, re-obligation is the allocation of de-obligated Subaward Sums to another current subrecipient(s) and/or to a new subrecipient); debarment; and/or termination of this Subaward. County shall have the sole discretion to determine which remedy(ies) will be applied as a result of Subrecipient's non-compliance.

**9.20 INTENTIONALLY OMITTED**

**9.21 INTENTIONALLY OMITTED**

**9.22 SUBAWARD DOCUMENT DELIVERABLES**

9.22.1 Prior to the execution of this Subaward and throughout the entire term of this Subaward, Subrecipient shall obtain and maintain current and appropriate licenses, permits and certificates which are required by all applicable County, State and/or Federal laws, regulations, guidelines, Program memoranda and directives for the operation of its facility(ies) and for the provision of Services hereunder. Prior to the execution of this Subaward and annually thereafter (or as otherwise established by County), Subrecipient shall submit evidence/documentation (Subaward Document Deliverables) of its compliance with this requirement in the form and manner that is prescribed by County. These deliverables must be complete (without missing pages) and legible, and shall include:

- 9.22.1.1 Subaward Compliance Documents (as described in Subparagraph 9.22.3)
- 9.22.1.2 Business Forms (as described in Subparagraph 9.22.4)
- 9.22.1.3 Reporting Documents (as described in Subparagraph 9.22.5)
- 9.22.1.4 Other Documents: During the term of this Subaward, County or its designee(s) may request from time to time additional documents from Subrecipient, and Subrecipient shall adhere to County's request for such documents.

9.22.2 Subrecipient shall submit copies of all new or renewed licenses, permits, and certificates to County's Contract Manager within five (5) business days of the license, permit or certification award or renewal. Subrecipient shall immediately notify County of any lapses or expirations of these items. Subrecipient's failure to maintain and/or timely submit documents required or requested by County may result in County imposing remedies as determined by County in its sole discretion.

9.22.3 **Subaward Compliance Documents**

9.22.3.1 Subrecipient shall provide to County's Contract Manager, by the deadline imposed by County, current copies of the following Subaward Compliance Documents:

9.22.3.1.1 **Business License:** When the local governing authority requires Subrecipient's organization to obtain a license to operate and conduct business within its local governing authority's jurisdiction, Subrecipient shall obtain such license to perform the Services outlined in this Subaward. The local governing authority may be either the local city government for entities doing business within its city limits or County of Los Angeles for entities located outside of city limits (i.e. unincorporated areas or designated cities). Subrecipient shall ensure that the license is current throughout the entire term of this Subaward. Subrecipient shall provide a current copy of its license to County annually (or upon expiration, as noted on the license).

9.22.3.1.2 **Certificate of Insurance:** The certificate shall evidence Subrecipient's compliance with the insurance requirements outlined in Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage). Subrecipient shall also provide copies of the certificate of insurance as it relates to its Lower Tier Subrecipient(s).

9.22.3.1.3 **Fire Department Inspection Report:** For each Service site that Client will visit, Subrecipient shall obtain an annual fire inspection of its facility(ies). The inspection shall be conducted by the Los Angeles County Fire Department or by Subrecipient's local fire department and Subrecipient shall obtain a written report of the inspection which shall be provided to County annually. In the event that violations are noted on the inspection report, Subrecipient shall ensure that it complies with all corrective measures as directed by the fire department. Subrecipient shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department. The fire inspection report shall be current within the most recent twelve (12) month period.

9.22.3.1.4 **Public Health Permit:** For every Service site where Subrecipient provides Services that require a Permit issued by County of Los Angeles Department of Public Health, Subrecipient shall provide a current copy of such permit annually (or upon expiration, as noted on the permit).

9.22.3.1.5 **Health Department Inspection Report:** For each Service site where Subrecipient provides Services that require an inspection by County of Los Angeles Department of Public Health (such as a central kitchen, Congregate Meal Site, etc.), Subrecipient shall annually provide a current copy of such inspection report (report shall be current within the most recent twelve (12) month period). In the event that violations are noted on the report, Subrecipient shall ensure that it complies with all corrective measures as directed by the Department of Public Health. Subrecipient shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from Public Health.

9.22.4 **Business Forms**

9.22.4.1 Subrecipient shall provide to County's Contract Manager, by the deadline imposed by County, the following Business Forms:

9.22.4.1.1 **Articles of Incorporation:** This document, which evidences the legal formation of Subrecipient's organization, shall reflect Subrecipient's current legal name; and, County shall use this document as verification of Subrecipient's name. In the event there are any amendments or addendums to the articles of incorporation, Subrecipient shall provide copies of such amendments/addendums to County within five (5) days of said amendments/addendums being finalized.

9.22.4.1.1.1 When Subrecipient's organization is a local government or a consortium of local governments, Subrecipient shall provide either a city charter or a joint powers agreement respectively, in lieu of the articles of incorporation.

9.22.4.1.2 **Board of Directors' Resolution:** A resolution which provides written evidence to support the delegated authority that Subrecipient's organization has vested in its Authorized Representative who will act on behalf of Subrecipient pursuant to Subparagraph 8.3 (Authorization Warranty). Such written evidence shall adhere to the following requirements:

9.22.4.1.2.1 If Subrecipient is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or any interstate governmental agency), Subrecipient shall submit a copy of its resolution, order or motion which has been approved by its Governing Body (e.g., Board of Supervisors, City Council, etc.) to County. If Subrecipient is a private nonprofit entity, Subrecipient shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) to County.

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9.22.4.1.2.2 Subrecipient's resolution, order, motion or other authorization shall contain the following elements: reference to this Subaward number; authorize execution of this Subaward; identify Subrecipient's Authorized Representative who will execute the original Subaward and any subsequent amendments to this Subaward; and, approve and accept Subaward Sums. In the event that there is a change in Subrecipient's Authorized Representative, Subrecipient shall provide County a revised resolution, order, motion or other authorization which reflects the new Authorized Representative within five (5) days of being approved by the Governing Body.

9.22.4.1.3 **Board of Directors Roster:** The roster shall include the individuals who comprise Subrecipient's Board of Directors. In the event that the roster is updated, Subrecipient shall provide an updated roster to County within five (5) days of it being approved or finalized.

9.22.4.1.4 **Bylaws:** This document shall reflect the internal rules which govern Subrecipient's organization. These rules are generally concerned with the operation of the organization, and setting out the form, manner or procedure in which the organization should operate. In the event that the bylaws are amended, Subrecipient shall provide such amendments to County within five (5) days of them being approved.

- 9.22.4.1.5 **Complaint Policies and Procedures:** Subrecipient's policies and procedures for receiving, investigating and responding to Client complaints shall be prepared and submitted to County pursuant to the requirements outlined in Subparagraph 8.5 (Complaints).
- 9.22.4.1.6 **Direct Deposit Authorization Form:** Document completed by Subrecipient for purposes of authorizing payment for Services to be received through direct deposit into Subrecipient's bank account. County shall provide the form to Subrecipient upon commencement of Subaward.
- 9.22.4.1.7 **Organization Chart:** The chart shall provide an outline of the hierarchy, relationships and relative ranks of Subrecipient's organizational parts and positions/jobs as it related to the operations of this Subaward. In the event that Subrecipient revises its organization chart, a copy shall be provided to County within five (5) days of any change in its organization chart.
- 9.22.4.1.8 **Lower Tier Subaward:** This executed third-party agreement (as defined in Subparagraph 8.40 (Lower Tier Subaward)) and any amendments or addendums thereto, shall be provided to County within five (5) days of the execution of that agreement, amendment and addendum.
- 9.22.4.1.9 **Tax Exempt Status Letter:** Written documentation that is obtained from the Internal Revenue Service as evidence of Subrecipient's tax exempt status. When Subrecipient is a non-profit entity, such evidence must reflect Subrecipient's tax exempt status. In the event Subrecipient's tax exempt status changes, Subrecipient shall provide County a copy of its new status within five (5) days of any change in its tax exempt status.

9.22.4.1.10 **Terms and Conditions of Use-User Agreement:** Each employee who will access the Contract Management System - Contractor's Gateway shall complete and submit this agreement. Additional information is available in Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use).

9.22.5 **Reporting Documents**

9.22.5.1 Subrecipient shall provide to County's Contract Manager, by the deadline imposed by County, the following Reporting Documents:

9.22.5.1.1 **Cost Allocation Plan:** This Plan, included herein as Exhibit Z (Cost Allocation Plan), shall adhere to the requirements outlined in Subparagraph 9.23.1 (Cost Allocation Plan for Cost Reimbursement Activities).

9.22.5.1.2 **Closeout Report:** This report shall adhere to the requirements outlined in Subparagraph 9.23.2 (Closeout Reports).

9.22.5.1.3 **Program Income Statement Report:** This report shall adhere to the requirements outlined in Subparagraph 9.23.3 (Program Income Statement Report).

9.22.5.1.4 **Other Reporting Documents:** From time-to-time, County or its designee(s) may request other documents relating to Subrecipient's performance, Work, and/or Services. County shall not be unreasonable in its request and Subrecipient shall adhere to County's request for such documents.

9.23 **FISCAL REPORTING REQUIREMENTS**

9.23.1 **Cost Allocation Plan for Cost Reimbursement Activities**

9.23.1.1 Subrecipient acknowledges that as a condition of receiving this Subaward, Subrecipient shall submit its organization-wide Cost Allocation Plan to County no later than sixty (60) days after the start date of the Subaward term. This Cost Allocation Plan shall be included in this Subaward as Exhibit Z (Cost Allocation Plan).

9.23.1.2 The Cost Allocation Plan shall adhere to the requirements outlined in the following: County directives (including but not limited to CSS directive CCD-15-03 (Cost Allocation and Indirect Cost

Requirements for CSS Subawards)) which may be obtained at <http://css.lacounty.gov/programs/program-directives/>), Exhibit Q (Accounting, Administration and Reporting Requirements) and Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.). At a minimum, the Plan shall include the following information:

- 9.23.1.2.1 Description of Subrecipient's organization (i.e., non-profit, for-profit, public/government, etc.).
  - 9.23.1.2.2 Description of Subrecipient's general accounting policies, including its basis of accounting.
  - 9.23.1.2.3 List of all the funded programs.
  - 9.23.1.2.4 An organizational chart that identifies the various services and/or functions for each unit.
  - 9.23.1.2.5 A detailed listing of all shared and pooled direct and indirect costs that will be allocated.
  - 9.23.1.2.6 Identification of the Subaward year term for any information/documentation related to the Plan (i.e., July 1, 2017 - June 30, 2018).
  - 9.23.1.2.7 A thorough description of the methods used to allocate all shared or pooled direct or indirect costs and the auditable documentation for supporting each basis for allocation.
- 9.23.1.3 Every cost included in the Cost Allocation Plan shall be supported by formal, documented accounting records, and the basis for its distribution must be calculated by actual usage (e.g., time distribution, number of Clients served, square footage, etc.) - arbitrary percentages or estimates are not allowed.
- 9.23.1.4 In order to certify the accuracy of the Cost Allocation Plan, Subrecipient shall sign the Cost Allocation Plan and any revisions made thereto.
- 9.23.1.5 By April 1 of each Subaward year after the first Subaward year in a multi-year term, Subrecipient shall submit written confirmation that its Cost Allocation Plan methodology described in Subparagraph 9.23.1.2.7 will remain in effect throughout the following Subaward year. In the event that this Cost Allocation Plan methodology must be revised for the following Subaward year

then Subrecipient shall submit the revised methodology to County's Contract Manager by April 1 of the current Subaward year. The Cost Allocation Plan methodology may only be revised once during any Subaward year.

9.23.1.6 In the event that the information provided in the Cost Allocation Plan as it relates to Subparagraphs 9.23.1.2.1 - 9.23.1.2.6 must be revised at any time during the Subaward term then Subrecipient shall submit the revisions to County's Contract Manager within thirty (30) days of completing the revisions.

9.23.1.7 Upon receipt of the revisions made to Subrecipient's Cost Allocation Plan, County will review these revisions. Neither Subrecipient's submission of these revisions to its Cost Allocation Plan nor County's receipt of these revisions to Subrecipient's Cost Allocation Plan shall constitute County's acceptance or approval of the Cost Allocation Plan revisions. County reserves the right to either accept or reject any revision(s) to the Cost Allocation Plan that County deems is unacceptable. County will notify Subrecipient in writing whether the revisions are approved or rejected. Upon rejection of the revisions, Subrecipient shall take the required actions needed to correct its revisions. Subrecipient's failure to adhere to County's requirements shall subject Subrecipient to remedies available under this Subaward.

## 9.23.2 **Closeout Reports**

9.23.2.1 Within thirty (30) days before the end of each Fiscal Year, Subrecipient shall complete and submit a mandatory Closeout Report in the form and manner designated by County. The Closeout Report shall include the reporting of expenses and accruals incurred through the last day of the Fiscal Year. County will notify Subrecipient of the deadline for submission of the Closeout Report.

9.23.2.2 Subrecipient must ensure that all invoices are submitted and finalized prior to the submission of its Closeout Report. County will not pay invoices that are received after Subrecipient has submitted the Closeout Report. Once County has reviewed and accepted Subrecipient's Closeout Report, the data reflected on the Closeout Report will be reported to State as final. Any subsequent revisions will require the written signature and authorization of Subrecipient's Authorized Representative.

9.23.2.3 If this Subaward is terminated or cancelled prior to June 30th of any Fiscal Year, the Closeout Report shall be for that Subaward period which ends on the termination or cancellation date. Subrecipient shall submit the Closeout Report after the termination/cancellation date in the manner and

timeframe designated by County.

9.23.3 **Program Income Statement Report**

- 9.23.3.1 Program Income includes, but is not limited to:
- 9.23.3.1.1 Voluntary contributions received from Client or other party for Services received.
  - 9.23.3.1.2 Income from usage or rental fees of real or personal property acquired with Subaward Sums.
  - 9.23.3.1.3 Royalties received on patents and copyrights from Subaward-supported activities.
  - 9.23.3.1.4 Proceeds from the sale of items created under this Subaward.
- 9.23.3.2 Subrecipient shall adhere to the Program Income requirements outlined in Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (Title 2 Code of Federal Regulations Part 200 et al.).
- 9.23.3.3 The use of Program Income requires prior written approval from County's Program Manager.
- 9.23.3.4 Subrecipient shall prepare an annual Program Income Statement Report on Subaward revenues versus expenditures, to identify the amount of Program Income. This Program Income Statement Report shall be amended by Subrecipient if adjustments are required due to any new information received after the filing of this Report.
- 9.23.3.5 This Program Income Statement Report shall be submitted along with the Closeout Report in the form, manner and timeline as designated by County.

9.23.4 **Plan for Disposition of Program Income**

- 9.23.4.1 If Subrecipient's Program Income Statement Report identifies Program Income, Subrecipient shall prepare and submit a Plan for Disposition of Program Income ("Plan for Disposition"). The Plan for Disposition shall be completed and submitted in the form and manner as designated by County within thirty (30) days after the Program Income Statement Report, as specified in Subparagraph 9.23.3 is due.
- 9.23.4.2 The Plan for Disposition shall be reviewed by County for final approval. This Plan for Disposition shall be amended by Subrecipient as soon as possible if the Program Income Statement Report is amended.

9.23.4.3 Program Income shall be spent on line items identified by Subrecipient in the Plan for Disposition (upon County's approval of the Plan for Disposition).

9.23.5 **Final Report on Disposition of Program Income**

9.23.5.1 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition, Subrecipient must submit a Final Report on Disposition of Program Income ("Final Report on Disposition") to County in the form and manner designated by County.

9.23.5.2 If the Final Report on Disposition is not submitted on the scheduled date, County, in its sole discretion, may extend the completion date, renegotiate the Plan for Disposition, recapture the balance of the unexpended Program Income, or pursue any other remedies available to County under this Subaward.

9.23.6 **Intentionally Omitted**

9.24 **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) AND SYSTEM FOR AWARD MANAGEMENT (SAM)**

9.24.1 Pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) and Title 2 Code of Federal Regulations Part 25, Subrecipient shall be responsible for obtaining and maintaining a DUNS number from Dun and Bradstreet and should be registered in SAM. The DUNS number is a unique nine-digit identification number and is site-specific. Therefore, each distinct physical location of Subrecipient's organization (such as branches, divisions, and headquarters) will have its own, unique DUNS number. Subrecipient can obtain a DUNS number at no cost by telephone 1-866-705-5711 or on-line at <http://fedgov.dnb.com/webform>.

9.24.2 Subrecipient shall comply with the following requirements:

9.24.2.1 Subrecipient shall provide a valid DUNS number to County in the time and manner as designated by County.

9.24.2.2 Subrecipient must keep its DUNS number and maintain an active SAM registration with current information at all times on the website at: <https://www.sam.gov/portal/SAM#1>.

9.24.2.3 If County cannot access Subrecipient's DUNS information related to this Subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in Subrecipient's data entry for its DUNS number, County will notify Subrecipient and Subrecipient must immediately update the information as required.

9.24.3 Subrecipient's failure to adhere to applicable DUNS and SAM requirements may result in County imposing remedies as

determined by County in its sole discretion.

**9.25 UNUSUAL OCCURRENCES AND CRIME**

- 9.25.1 Unusual occurrences such as natural disasters (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of Clients, Subrecipient personnel or visitors to Subrecipient's facility(ies) shall be reported by Subrecipient within twenty-four (24) hours to the local health officer by telephone and in writing, and to County by telephone and also in writing or by email.
- 9.25.2 Crime related occurrences, such as theft or vandalism, must be reported by Subrecipient within twenty-four (24) hours to the local police or sheriff by filing a police report and to County by telephone, and in writing or by email. Subrecipient shall also prepare and retain an incident report on file, and shall include a copy of the filed police report.
- 9.25.3 Subrecipient shall maintain all incident reports in a manner consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). Subrecipient shall furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

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APPROVED BY TO FORM  
BY  
PETER J. WATLIN  
CITY ATTORNEY

IN WITNESS WHEREOF, Subrecipient has executed this Subaward or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Subaward to be executed on its behalf by the Director of Community and Senior Services, on the day and year first above written. The person(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient. Subrecipient and County acknowledge that this Subaward shall not be deemed to be active until such time that the document is executed by the respective authorized representatives of both Subrecipient and County.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_ Date \_\_\_\_\_  
Cynthia D. Banks, Director  
County of Los Angeles  
Community and Senior Services

**SUBRECIPIENT**

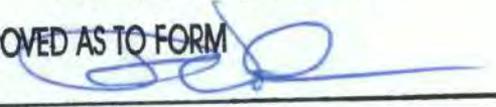
\_\_\_\_\_  
Subrecipient's Legal Name  
\_\_\_\_\_  
Subaward Number

By \_\_\_\_\_ Date \_\_\_\_\_  
Name of Authorized Representative  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Signature

Approved as to Form:

**OFFICE OF COUNTY COUNSEL**  
Mary C. Wickham, County Counsel

By \_\_\_\_\_  
Lawrence Green  
Deputy County Counsel

**APPROVED AS TO FORM**  
BY   
**PETER L. WALLIN**  
**CITY ATTORNEY**

By \_\_\_\_\_ Date \_\_\_\_\_  
Name of Authorized Representative  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Signature



**City of Gardena**  
**City Council Meeting**  
**AGENDA REPORT SUMMARY**

Agenda Item No.: 8. C. (3)  
 Department: Recreation/Human Services/  
 Parks & Facilities  
 Meeting Date: June 14, 2016

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**AGENDA TITLE: Ratify Administrative Approval of the Entertainment Services Contract between the City of Gardena and Maze, Inc.**

<u>COUNCIL ACTION REQUIRED:</u>	Action Taken
<p>Ratify Administrative Approval of the contract authorizing the Mayor to sign.</p> <p><u>RECOMMENDATION AND STAFF SUMMARY:</u></p> <p>Staff respectfully recommends that Council ratify administrative approval of the Entertainment Services Contract between the City of Gardena and Maze, Inc.</p> <p>The 14<sup>th</sup> Annual Gardena Jazz Festival will be held on Sunday, August 28, 2016. This contract provides headliner services for the festival. This expense has been allocated in the 2016 Jazz Festival Budget for Entertainment Services and will be paid from the Jazz Festival Trust Account.</p> <p>This is the 14<sup>th</sup> year for the Gardena Jazz Festival. The event will include retail vendors, food vendors, souvenir booths, artist sales, and more. We expect this year's festival to be extremely successful and well attended.</p>	
<p><u>FINANCIAL IMPACT/COST:</u></p> <p>Amount of Expense: \$80,000            Funding Source: Jazz Festival Trust Account            Anticipated Revenue: \$80,000</p>	
<p><u>ATTACHMENTS:</u></p> <p>Contract with Maze, Inc.</p>	
<p>Submitted by <u>Kathy Ce. Mills Walker</u> Signature, Kelly Fujio, Director of Recreation, Human Services, Parks &amp; Facilities Date <u>6/9/16</u></p> <p>Concurred by <u>Mitchell G. Lansdell</u> Signature, Mitchell G. Lansdell, City Manager Date <u>6/9/16</u></p>	

# Ground Support Entertainment, LLC

Conf#085000WAS

7963 Fayetteville Road Fairburn, GA 30213

Fax 770-306-4911

Phone 770-306-4145

**AGREEMENT** made this 31<sup>st</sup> day of May, 2016 by and between Maze, Inc. F/s/o "Maze Featuring Frankie Beverly" (herein referred to as "Artist"), and CITY OF GARDENA, (herein referred to as "Purchaser") whose address is: 1700 WEST 162<sup>nd</sup> STREET / GARDENA, CALIFORNIA 90247-3778

1. Purchaser hereby engages Artist, and Artist accepts such engagement, to perform concert engagements, subject to the terms hereof, as follows:

<u>Number of Shows</u>	<u>Place of Performance</u>	<u>City &amp; State</u>	<u>Date</u>
1 - Show - Time TBA 2016	Rowley Park	Gardena	August 28th,

2. Purchaser agrees to furnish at its sole cost and expense: said place(s) of performance on the date(s) and at the time(s) above-mentioned, properly heated, ventilated, lighted, clean and in good order, with clean, comfortable dressing room near the stage for Artist and Artist's Company; all other items (except those items which Artist herein specifically agrees to furnish and/or pay for), including, but not limited to, electricians, stage hands, attaches, special police, ushers, ticket sellers and any other box office employees required for advance and single sales, ticket takers, truck loaders and unloaders, all licenses and fees therefore, tickets, bill posting mailing and distribution of circulars, daily display newspaper advertising in the principal newspapers in the area, publicity services of every type required, all lights, microphones, props, equipment facilities and other material, as per the attached Technical Requirements Sheet which is hereby made a part hereof.

3. No seats are to be permitted on the stage of the place(s) of performance without the prior consent of Artist.

4. Purchaser warrants and represents that it is at the present time, or will be, the owner or operator of, or has or will have a valid lease upon, the place(s) of performance covering the date or dates of this agreement, proof of which will be given to Artist of his designee upon request.

5. Artist agrees to supply the usual quantity of printed and advertising material available.

6. In the event Purchaser refuses or neglects to provide any of the items herein stated, or fails or refuses to make any of the payments as provided herein or to proceed with the engagement, Artist shall have no obligation to perform this contract, and shall retain any amounts theretofore paid to Artist or in his behalf by Purchaser, and Purchaser shall remain liable to Artist for the contract price herein set forth.

7. **IT IS AGREED THAT AS FULL COMPENSATION FOR THE SERVICES OF ARTIST AS ABOVE SET FORTH, PURCHASER WILL PAY TO THE ARTIST IN UNITED STATES CURRENCY, CERTIFIED CHECK IN 40% BALANCE AND WIRE TRANSFER 60% WIRE BANK TRANSFER DEPOSIT, THE SUM OF EIGHTY THOUSAND DOLLARS (\$80,000.00), PLUS \$4000.00 BACKLINE BUYOUT, PLUS \$3,500.00 CATERING BUYOUT, PLUS PROMOTER TO PAY FOR THE FOLLOWING;**

- A.) PROFESSIONAL LIGHTS AND SOUND.
- B.) LOCAL GROUND TRANSPORTATION VANS
- C.) HOTEL ACCOMMODATIONS 1 NIGHTS (5 STAR) FOR STAFF AND BAND AND THE FOR CREW

A \$48,000.00 BINDER IS DUE AND PAYABLE VIA BANK WIRE TRANSFER TO GROUND SUPPORT ENTERTAINMENT, LLC, NO LATER THAN WEDNESDAY, JUNE 1<sup>ST</sup>, 2016; BALANCE OF DEPOSIT (\$32,000.00) IS TO BE PAID (4) FOUR HOURS PRIOR TO PERFORMANCE, NO ADVERTISING WHATSOEVER WHICH INCLUDES THE NAME OR LIKENESS OF ARTIST UNTIL FULL 60% DEPOSIT IS RECEIVED AND CONFIRMED.

FAILURE TO PRESENT THE ENGAGEMENT SHALL NOT RELIEVE THE PURCHASER OF THE OBLIGATION TO PAY THE GUARANTEE IN FULL PURCHASER SHALL PROVIDE AND PAY FOR, AS PER ARTIST'S SPECIFICATIONS, ANY AND ALL RIDER REQUIREMENTS.

PURCHASER HEREBY AUTHORIZE RELEASE OF DEPOSIT FOR THIS ENGAGEMENT TO THE CLIENT IN ADVANCE OF THE PLAY DATE. IT IS UNDERSTOOD THAT UPON RELEASE OF THE ABOVE-MENTIONED MONIES, GSE, LLC WILL NOT BE HELD RESPONSIBLE IN ANY WAY FOR SAID MONIES, UNDER ANY CIRCUMSTANCES.

8. Purchase agrees that Artist may cancel engagement by giving written notice no later than (30) days prior to commencement date should Artist be called upon to render services in connection with a scheduled Tour Date, without any repercussions.
9. If, on or before the date of any scheduled concert Purchaser has failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of Purchaser has been impaired or is unsatisfactory, Artist shall have the right to demand the payment of the guarantee compensation forthwith. If Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this engagement by notice to Purchaser to that effect, and in such event Artist shall retain any amounts therefore paid to the Artist by Purchaser.
10. In the event of sickness or of accident to Artist, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies or any cause beyond the control of Artist, it is understood and agreed that there shall be no claim for damages by either party to this contract, and Artist's obligations as to such performances shall be deemed waived. In the event of such non-performance for any of the reasons stated in this paragraph, the monies (if any) advanced to Artist hereunder, shall be returned on a pro-rata basis. Inclement weather rendering performance impossible or infeasible shall not be deemed an emergency and payment of the agreed upon compensation shall be made notwithstanding. If Purchaser and Artist(s) disagree as to whether Rendition of performance(s) is impossible or not feasible because of inclement weather, Artist's determination as to performance shall prevail.
11. Purchaser will pay all the costs of any musicians (including contractor) as may be required by any jurisdictional authority, other than those furnished by Artist as part of Artist's regular company.
12. Artist shall have the right to sell souvenir programs, ballet books, photographs and records on the premises of the place(s) of performance without any participation in the proceeds by Purchaser subject, however, to concessionaire's requirements, if any.
13. It is agreed that Artist signs this contract as an independent contractor and not as an employee, and he shall have the exclusive control over the means and methods employed in fulfilling his obligations hereunder, in all respect and in all detail. This contract shall not, in any way, be construed so as to create a partnership or any other kind of joint undertaking or venture between the parties hereto.
14. No radio apparatus or transmitting or recording device, specifically including motion pictures and television, shall be used during the concert or concerts in any manner or form to reproduce Artist's performance(s) hereunder; and Artist's name or likeness may not be used as an endorsement or any product or service nor in connection with any commercial tie-up without Artist's prior written consent.

15. It is expressly agreed that **Ground Support Entertainment, LLC** acts herein as agent for Artist and is not responsible for any act of commission or omission on the part of either Artist or Purchaser. In furtherance thereof and for the benefit of any agent or associate of **Ground Support Entertainment, LLC**, it is agreed that neither Purchaser nor Artist will name or join them as a party in any civil action or suit arising out of, in connection with or related to any acts of commission or omission pursuant to this agreement by either Purchaser or Artist.

Conf  
#085000D  
C PG. 2

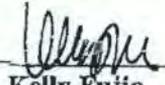
16. This contract cannot be assigned or transferred without the written consent of Artist. It contains the complete understanding of the parties hereto, and may not be amended, supplemented, varied or discharged, except by an instrument in writing. The laws of the **State of California** shall govern the validity, construction and effect of this contract. Regardless of place of performance, this contract is not binding upon "Artist" until executed and delivered by Artist, or his designee, to Purchaser. The terms "Artist" and "Purchaser" as used herein shall include and apply to the singular and the plural and to all genders.

**SPECIAL PROVISION:**

- A. Artist shall receive **100% HEADLINE** in all advertising, lights, displays, radio, marquees, programs and any all other advertising and publicity media.
- B. Purchaser to provide and pay for sound and lighting equipment to Artist's specifications.
- C. Should inclement weather render performance impossible or not feasible, Purchaser shall never the less pay Artist's full compensation as provided herein.
- D. All opening/support attractions shall be subject to Artist's approval, and shall be the provider by Purchaser.
- E. Artist's Rider attached is hereby made a part of this contract.

**CITY OF GARDENA,**

**CITY OF GARDENA, CALIFORNIA**

By:   
Kelly Fujio

By: \_\_\_\_\_  
PAUL K. TANAKA, Mayor

**F/s/o "Maze featuring Frankie Beverly"**

Approved as to Form:

By:   
Maze, Inc. #94-7827120

  
PETER L. WALLIN, City Attorney

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Maze, Inc.</b>	
Business name/disregarded entity name, if different from above <b>f/s/o MAZE featuring Frankie Beverly</b>	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see Instructions) ▶	
Address (number, street, and apt. or suite no.) <b>3700 Hilborn Road, Suite #300</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Fairfield, California 94534</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
Employer identification number									
9	4	-	2	8	2	7	1	2	0

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ 	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



**City of Gardena**  
**City Council Meeting**  
**AGENDA REPORT SUMMARY**

Agenda Item No.: 8. C. (4)  
 Department: Recreation/Human Services/  
 Parks & Facilities  
 Meeting Date: June 14, 2016

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**AGENDA TITLE: Approval of Amendment No. 1 to Contract No. MH100322 between the City of Gardena and Los Angeles County Department of Mental Health to fund the Gardena Socialization Center for Fiscal Years 2016-2017 and 2017-2018**

**COUNCIL ACTION REQUIRED:**

Action Taken

It is respectfully recommended that City Council approve Amendment No. 1 to Contract No. MH100322 between the City of Gardena and Los Angeles County Department of Mental Health for Fiscal Years 2016-2017 and 2017-2018.

**RECOMMENDATION AND STAFF SUMMARY:**

County Agreement No. MH100322 is administered by the Los Angeles County Department of Mental Health and provides funding for the Gardena Socialization Program. Socialization services are provided to the chronically mentally ill residents of the greater Gardena Community.

This amendment will extend the term of the agreement, effective July 1, 2016 through December 31, 2017, on a month to month basis. The total compensated amount for the socialization program will remain the same at \$33,742.

**FINANCIAL IMPACT/COST:**

**Amount of Expense:** \$33,742  
**Funding Source:** Los Angeles County Department of Mental Health  
**Anticipated Revenue:** \$33,742 for Fiscal Year

**ATTACHMENTS:**

Amendment No. 1

Submitted by Kelly A. Fujio, Kelly Fujio, Director of Recreation, Date   /  /    
 Signature Human Services, Parks & Facilities

Concurred by Mitchell G. Lansdell, Mitchell G. Lansdell, City Manager Date 6/9/16  
 Signature

# CONTRACTOR'S COPY

CONTRACT NO. MH100322

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this 19<sup>th</sup> day of May, 2016, by and between the COUNTY OF LOS ANGELES (hereafter "County") and City of Gardena (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated November 12, 2013, identified as County Agreement No. MH100322, (hereafter "Agreement"); and

WHEREAS, for Fiscal Years 2016-17 and 2017-18, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, County and Contractor intend to amend Agreement to extend the term of this Agreement, effective July 1, 2016 and continuing on a month-to-month basis, for a period of time not to exceed 18 months through December 31, 2017, to allow Contractor complete their transitioning to an electronic exchange of information with the Department of Mental Health's (DMH) Integrated Behavioral Health Information System; and

WHEREAS, the Total Compensation Amount (TCA) remains the same.

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

1. The term of this Agreement shall be extended effective July 1, 2016 and continuing on a month-to-month basis, for a period of time not to exceed 18 months through December 31, 2017 or upon full expenditure of the TCA, whichever occurs first.

2. Final project invoices shall be submitted to DMH 30 days following expiration or termination of the Agreement.
3. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Acting Director of Mental Health or her designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Robin Kay, Ph.D.  
Acting Director of Mental Health

\_\_\_\_\_  
City of Gardena  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_ Paul Tanaka \_\_\_\_\_

Title \_\_\_\_\_ Mayor \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By \_\_\_\_\_  
Interim Chief, Contracts Development  
and Administration Division

APPROVED AS TO FORM  
BY \_\_\_\_\_  
PETER L. WALLIN  
CITY ATTORNEY



# City of Gardena City Council Meeting

Agenda Item No. 8.D. (1)  
Department: TRANSPORTATION  
Meeting Date: June 14, 2016  
Resolution No: 6230

## AGENDA REPORT SUMMARY

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**AGENDA TITLE: RESOLUTION NO. 6230: SUBMITTAL OF FY 2016 APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) OF THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE SECTION 5307 CAPITAL ASSISTANCE SUPPLEMENTAL TRANSIT FUNDING**

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
<ul style="list-style-type: none"> <li>• Approve FY2016 FTA Section 5307 Transit Capital Grant Application of the City of Gardena GTrans in the total amount of \$4,887,657.</li> <li>• Adopt Resolution No. 6230, authorizing submittal of the Grant Application to the Federal Transit Administration (FTA).</li> </ul>	
<b><u>RECOMMENDATION AND STAFF SUMMARY:</u></b>	
<p>GTrans recommends that the Council approve the grant application of the City of Gardena to the Federal Transit Administration (FTA) requesting funding of \$4,887,657 for FY2016 and FY2017 of Preventative Maintenance of FTA's assets; and that Council adopts Resolution No. 6230 to authorize the Grant Application submittal.</p> <p>Federal-aid highway projects typically require the project sponsors to provide a certain amount of non-federal funds as match to the federal funds. The California Department of Transportation (Caltrans) received a conditional approval from the Federal Highway Administration (FHWA) of toll credits. The amount of toll credit a state can earn is determined by the amount of toll revenue used for capital expenditure to build or improve public highway facilities. Toll credit does not provide additional funds for the project. It is use merely to meet the non-federal requirement of the federal participating cost. Staff has applied and was awarded a total of \$977,531 toll credits by Los Angeles County Metropolitan Transportation Authority (MTA). The toll credits are programmed as local match of 20% for this federal grant application.</p> <p>It is further recommended that Council authorize the Director of Transportation and his designee to execute the grant upon awarded by FTA.</p>	
<b><u>FINANCIAL IMPACT/COST:</u></b>	
\$4,887,657 in FTA Section 5307 Transit Capital funds	
<b><u>ATTACHMENTS:</u></b>	
Resolution No. 6230	
Submitted by <u>Ernie Crespo</u> , Ernie Crespo, Director of Transportation Date <u>5/25/16</u>	
Concurred by <u>Mitchell G. Lansdell</u> , Mitchell G. Lansdell, City Manager Date <u>5/26/16</u>	



RESOLUTION NO. 6230

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION**

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for a transportation project; and

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the Applicant, and may require the applicant to provide the local share of the project cost; and

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

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

SECTION 1. Director of Transportation and his/her designee is authorized to execute applications for Federal assistance on behalf of the City of Gardena with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration.

SECTION 2. The Applicant (City of Gardena) has received authority from the Designated Recipient, Southern California Association of Governments (SCAG), to apply for Urbanized Area Formula Program assistance in accordance with 49 U.S.C. § 5307.

SECTION 3. Director of Transportation and his/her designee is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement.

SECTION 4. Director of Transportation and his/her designee is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Gardena.

SECTION 5. That this resolution shall become effective immediately.



BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 14<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Paul K. Tanaka, Mayor  
City of Gardena, California

ATTEST:

\_\_\_\_\_  
Mina Semenza, City Clerk

APPROVED AS TO FORM:

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