



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, September 25, 2018 at 6:30 p.m.

I. Call To Order/Roll Call With Invocation & Pledge

CALL TO ORDER	Maria Belen Bernal, Mayor
INVOCATION	Randall Davis, Chief of Police
PLEDGE OF ALLEGIANCE	Al Rios, City Council Member
ROLL CALL	Carmen Avalos, City Clerk

II. City Officials

MAYOR Maria Belen Bernal	CITY CLERK Carmen Avalos
VICE MAYOR Jorge Morales	CITY TREASURER Gregory Martinez
COUNCIL MEMBERS Denise Diaz Maria Davila Al Rios	CITY MANAGER Michael Flad
	CITY ATTORNEY Raul F. Salinas

III. Meeting Compensation Disclosure

Pursuant to Government Code Section 54952.3: Disclosure of compensation for meeting attendance by City Council Members is \$650 monthly regardless of the amount of meetings.

IV. Proclamations, Certificates, Introductions And Ceremonial Actions

1. Proclamation Declaring October As National Breast Cancer Awareness Month

The City Council will issue a Proclamation declaring the month of October 2018 as National Breast Cancer Awareness Month. (ADMIN)

Documents:

[ITEM 1 REPORT 092518.PDF](#)

2. City Council Appointments To The Citizens Advisory Committee

The City Council will consider making appointments to the Citizens Advisory Committee to fill vacancies; the appointments will be ratified by a majority vote of the City Council. (ADMIN)

Documents:

[ITEM 2 REPORT 092518.PDF](#)

V. Comments From The Audience

During this time, members of the public and staff may address the City Council regarding any items within the subject matter jurisdiction of the City Council. Comments from the audience will be limited to five (5) minutes per speaker; unless authorized by the Mayor, the time limit may not be extended by utilizing another member's time. There will be no debate or action on items not listed on the agenda unless authorized by law.

Note: The City Council desires to provide all members of the public with the opportunity to address the Council. Nevertheless, obscene language, comments intended to disrupt or interfere with the progress of the meeting or slanderous comments will not be tolerated and may result in ejection and/or may constitute a violation of South Gate Municipal Code Section 1.04.110.

VI. Reports And Comments From City Officials

During this time, members of the City Council will report on matters pertaining to their service on various intergovernmental boards and commissions as a representative of the City pursuant to Assembly Bill 1234. City Council Members will also have an opportunity to comment on matters not on the agenda.

Following the City Council Members, reports and comments will be heard by the City Clerk, City Treasurer, City Manager and Department Heads.

VII. Consent Calendar Items

Agenda Items **3, 4, 5, 6, 7, 8 and 9** are consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

Any Motion to introduce or adopt an Ordinance on the Consent Calendar shall be: (1) a motion to waive the reading of the Ordinance and introduce the Ordinance or (2) a motion to waive the reading of the Ordinance and adopt the Ordinance, as appropriate.

3. Amendment No. 4 To Contract No. 2972 With Tetra Tech, Inc., Extending The Term Of The Contract To Prepare The As-Built Plans For The Elizabeth Reservoir And Booster Pump Station At The Well No. 28 Site And New Well No. 29 Site

The City Council will consider: (PW)

- a. Receiving and filing a report on the final scope of work and cost for the design and construction support services on the Elizabeth Reservoir and Booster Pump Station at the Well No. 28 Site and new Well No. 29 at the Santa Fe Tank Site, City Project No. 494-WTR provided under Contract No. 2979 with Tetra Tech, Inc.;
- b. Approving Amendment No. 4 to Contract No. 2979 with Tetra Tech, Inc., extending the term of the contract by nine months through March 31, 2019, to provide the time necessary to prepare the project as-built plans; and
- c. Authorizing the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

Documents:

[ITEM 3 REPORT 092518.PDF](#)

4. Chamber Of Commerce Agreement For A Two Year Term And Appropriation Of \$50,000

The City Council will consider: (CD)

- a. Approving an Agreement (**Contract _____**) with the South Gate Chamber of Commerce for community promotion activities for FY 2018/19 and FY 2019/20 in the amount of \$50,000 per year;
- b. Appropriating \$50,000 from the unassigned General Fund balance to account number 100-601-42-6308 (General Fund- Community Development- Civic Engagement) to fund the cost of this agreement; and
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 4 REPORT 092518.PDF](#)

5. Update Report On Results Of The 2018 Summer Youth Employment And Job Training Programs

The City Council will consider receiving and filing update report on the results of the 2018 Summer Youth Employment and Job Training Programs. (PARKS)

Documents:

[ITEM 5 REPORT 092518.PDF](#)

6. Purchase Order With The Public Restroom Company For The Purchase, Delivery And Installation Of A Restroom For South Gate Park

The City Council will consider: (PARKS)

- a. Approving Purchase Order with the Public Restroom Company for purchase, delivery and installation of a pre-manufactured restroom building to replace existing Restroom #5 at South Gate Park near the Walnut Avenue parking lot, in the budgeted amount of \$229,988.00;
- b. Authorizing the Mayor to execute the Purchase Order in a form acceptable to the City Attorney;
- c. Authorizing the Director of Parks & Recreation to execute all subsequent agreements and documents as required to complete the acquisition and installation of the restroom; and
- d. Approving a contingency of up to \$70,012.00 for inspections, site preparation and project management costs not to exceed the total budgeted amount of \$300,000.00.

Documents:

[ITEM 6 REPORT 092518.PDF](#)

7. Purchase Order With Advanced Exercise For The Purchase Of Fitness Equipment For The Police Department Wellness Center

The City Council will consider: (PD)

- a. Approving Purchase Order with Advanced Exercise for the purchase of fitness equipment for the South Gate Police Department Wellness Center in the total amount of \$58,731.02 as budgeted, which includes the delivery and installation of all purchased equipment; and
- b. Authorizing the Mayor to execute the proposal in a form acceptable to the City Attorney.

Documents:

[ITEM 7 REPORT 092518.PDF](#)

8. Notice Of Completion For The Construction Of The California Avenue Water Main Crossing At Firestone Boulevard

The City Council will consider: (PW)

- a. Accepting the completion of construction, effective August 24, 2018, of the California Avenue Water Main Crossing at Firestone Boulevard, City Project No. 594-WTR, performed by Steven Doreck Equipment Rentals, Inc.; and
- b. Directing the City Clerk to file the Notice of Completion with Los Angeles County Recorder's Office.

Documents:

[ITEM 8 REPORT 092518.PDF](#)

9. Minutes

The City Council will consider: (CLERK)

- a. Approving the Special and Regular Meeting minutes of August 28, 2018; and
- b. Approving the Special and Regular Meeting minutes of September 11, 2018.

Documents:

[ITEM 9 REPORT 092518.PDF](#)

VIII. Reports, Recommendations And Requests

10. Tweedy Mile Advisory Board Appointments

- a. City Council Member Rios will appoint one person to the Tweedy Mile Advisory Board;
- b. Select a process to appoint the fifth member to the Tweedy Mile Advisory Board; and
- c. Using the selected process, appoint the fifth member to the Tweedy Mile Advisory Board.

Documents:

[ITEM 10 REPORT 092518.PDF](#)

11. Establishment Of A Budget Subcommittee; Appointments; And Setting Meeting Schedule

The City Council will consider: (ADMIN SVCS)

- a. Establishing a Budget Subcommittee
- b. Making appointments to the Budget Subcommittee
- c. Setting a meeting schedule for the Budget Subcommittee

Documents:

[ITEM 11 REPORT 092518.PDF](#)

12. Authorization To Provide On-Going Updates Concerning The American Legion Site In The City Of Downey

The City Council will consider authorizing the City Manager or his designee to provide on-going updates to Neighborhood Watch Captains/Co-Captains in the Hollydale area concerning the potential development of County-owned property located at 11269 Garfield Avenue (American Legion Site) in the City of Downey.

Documents:

[ITEM 12 REPORT 092518.PDF](#)

13. Presentation And Update Report On The West Santa Ana Branch Transit Corridor Project

The City Council will consider receiving and filing the presentation and report on the West Santa Ana Branch Transit Corridor. (CD)

Documents:

[ITEM 13 REPORT 092518.PDF](#)

14. Warrant Register For September 25, 2018

The City Council will consider approving the Warrants and Cancellations for September 25, 2018. (ADMIN SVCS)

Total of Checks: \$3,052,106.31
Voids: (\$ 72,243.42)
Total of Payroll Deductions: \$ 391,110.11
Grand Total: \$2,588,752.78

Cancellations: 77762, 79106, 79229

Documents:

[ITEM 14 REPORT 092518.PDF](#)

IX. Adjournment

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted September 19, 2018 at 5:40 p.m., as required by law.

Carmen Avalos,
City Clerk

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office

8650 California Avenue, South Gate, California 90280
(323) 563-9510 * fax (323) 563-5411 * www.cityofsouthgate.org

In compliance with the American with Disabilities Act, if you need special assistance to participate in the City Council Meetings, please contact the Office of the City Clerk.

Notification 48 hours prior to the City Council Meeting will enable the City to make reasonable arrangements to assure accessibility.

RECEIVED

SEP 19 2018

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

12:45pm

City of South Gate

CITY COUNCIL

Item No. 1

AGENDA BILL

For the Regular Meeting of: September 25, 2018

Originating Department: Administration

City Manager: _____

Michael Flad

City Manager: _____

Michael Flad

SUBJECT: PROCLAMATION DECLARING OCTOBER 2018 AS NATIONAL BREAST CANCER AWARENESS MONTH

PURPOSE: This item was added to the Agenda at the request of Council Member Al Rios to join the efforts of increasing breast cancer awareness during the month of October.

RECOMMENDED ACTION: Mayor María Belén Bernal will issue a Proclamation declaring the month of October 2018 as National Breast Cancer Awareness Month.

FISCAL IMPACT: None

ANALYSIS: None

BACKGROUND: National Breast Cancer Awareness Month was founded in 1985 as a partnership between the American Cancer Society and the pharmaceutical division of Imperial Chemical Industries. It is observed the month of October as an annual international health campaign to increase awareness of the disease and to raise funds for research into its cause, prevention, diagnosis, treatment and cure. Important facts are: the estimated number of new cases of invasive breast cancer is 266,120 annually; half of these women who develop breast cancer are diagnosed at age 55 or older; and 1 in 8 women have a lifetime risk of developing invasive breast cancer which is the second leading cause of cancer death in women, exceeded by lung cancer.

Although the exact cause of breast cancer is unknown, most experts agree that there are several factors that increase your risk such as gender, age, genetics, family history, weight and race. There is an estimated 3.1 million breast cancer survivors in the United States and the reported breast cancer survivorship has tripled over the past 60 years due to increased early detection and improved medical treatments.

The City Council encourages citizens over the age of 40 to do annual early breast cancer detection practices because of their lifesaving benefits and reminds citizens to support and celebrate breast cancer survivors.

ATTACHEMENT: Proclamation

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring

National Breast Cancer Awareness Month 2018

- WHEREAS,** National Breast Cancer Awareness Month was founded in 1985 as a partnership between the American Cancer Society and the pharmaceutical division of Imperial Chemical Industries and is observed the month of October as an annual international health campaign to increase awareness of the disease and to raise funds for research into its cause, prevention, diagnosis, treatment and cure; and
- WHEREAS,** although men can develop breast cancer, the disease is 100 times more common in women and 1 in 8 women have a lifetime risk of developing invasive breast cancer which is the second leading cause of cancer death in women, exceeded by lung cancer; and
- WHEREAS,** the estimated amount of new cases of invasive breast cancer is 266,120 annually and half of these women who develop breast cancer are diagnosed at age 55 or older; and
- WHEREAS,** although the exact cause of breast cancer is unknown, most experts agree that there are several factors that increase your risk such as gender, age, genetics, family history, weight and race; and
- WHEREAS,** breast cancer is a type of cancer originating from breast tissue, most commonly from the inner lining of milk ducts of the lobules that supply the ducts with milk; and
- WHEREAS,** a variety of events around the world are organized throughout October including Relay For Life walks/runs; wearing and displaying pink ribbons; most professional sport organizations promote breast cancer awareness by wearing pink on and off the field; and pledged Police Departments participate in the Pink Patch Project; and
- WHEREAS,** this is the 3rd year the South Gate Police Department is a member of the Pink Patch Project which is a public awareness campaign designed to increase breast cancer awareness and throughout the month of October, South Gate Police Officers wear the pink patch on their uniforms showing commitment and support of this project; and
- WHEREAS,** there is an estimated 3.1 million breast cancer survivors in the United States and the reported breast cancer survivorship has tripled over the past 60 years due to increased early detection and improved medical treatments;

NOW, THEREFORE, be it proclaimed on this 25th day of September 2018, that **I, María Belén Bernal, Mayor of the City of South Gate,** on behalf of the City Council of the City of South Gate, do hereby proclaim October 2018 as National Breast Cancer Awareness Month, encourage annual breast cancer detection practices after the age of 40 as they are lifesaving benefits, and remind citizens to support and celebrate breast cancer survivors.

18/

Mayor María Belén Bernal

RECEIVED

SEP 18 2018

Item No. 2

City of South Gate

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

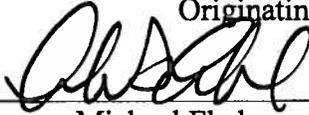
9:50am

AGENDA BILL

For the Regular Meeting of: September 25, 2018

Originating Department: Administration

City Manager:



Michael Flad

City Manager:



Michael Flad

SUBJECT: APPOINTMENTS TO THE CITIZENS ADVISORY COMMITTEE

PURPOSE: This item was added to the Agenda at the request of Council Member Denise Diaz to make appointments to the Citizens Advisory Committee (CAC).

RECOMMENDED ACTION: City Council Members will make appointments to the Citizens Advisory Committee to fill vacancies; the appointments will be ratified by a majority vote of the City Council.

FISCAL IMPACT: None

BACKGROUND: There are a few vacancies on the CAC. This item will allow the appointments which must be ratified by a majority vote of the City Council.

The CAC meets at 6:30 pm in the Council Chambers. The CAC Fiscal Year 2018/19 schedule is as follows:

- October 17, 2018
- January 9, 2019
- January 23, 2019
- January 30, 2019
- February 6, 2019

ATTACHMENT: Current Commission and Committee Appointment Roster: 08/28/18

Council Member Revised: 08/28/18	Planning Commission \$125/Meeting 1 st & 3 rd Tues. at 7 pm	Parks & Rec. Comm. \$75/Meeting 2 nd Thurs. at 7 pm	Civil Service Comm. \$100/Meeting As required	Citizens' Advisory Committee \$25/Meeting Meets as needed
Jorge Morales 12014 Utah Avenue (323) 449-0241 cell Elected: 03-08-2011 End of Term: March 2020	Carlos Velásquez 8996 Burke Avenue Cell (323) 945-8149 carlos.velasquez50@gmail.com Appointed: 10-25-16	Naomi Nixon 9855 Karmon Avenue Hm (562) 659-7530	Carlos Gomez Appointed: 02-14-17	Maritza Romero 6063 Roosevelt Avenue Cell (562) 633-1039 Romero_maritza@hotmail.com Appointed: 06-28-11 John Salas 4320 Missouri Avenue Cell (323) 317-3725 Johnsalas031490@gmail.com Appointed: 04-09-13 VACANT
Denise Diaz 10365 Virginia Avenue (323) 667-7688 cell Elected: 03-07-2017 End of Term: March 2021	Sylvia Masushige 8416 Beechwood Avenue Hm (323) 567-6402 Bus (323) 564-6977 Cell (562) 755-6159 grandmasyl01@hotmail.com Appointed: 04-25-17	Tyler Francis Morrison, Secretary 9824 S Alameda Street, Apt. E Cell (323) 392-5040 renaissancecgy3@yahoo.com Appointed: 04-25-17	Irene Jensen Appointed: 04-25-17	Miguel Morales 8134 Mountain View Avenue Cell (323) 528-3086 miguelmorales7374@gmail.com Appointed: 04-25-17 VACANT
Maria Davila 10035 San Luis Avenue (323) 566-3315 home (323) 243-9947 cell Elected: 01-28-2003 End of Term: March 2020	Jose Delgado 3925 Tenaya Avenue Cell (323) 702-1519 josegdelgado@hotmail.com Appointed: 01-10-17	Jennifer Cypert 4718 Tweedy Boulevard Cell (323) 829-0663 Jsc001@msn.com Appointed: 02-10-03	William John Currie (Bill) Appointed: 01-27-15	Virginia Johnson 5751 McKinley Avenue Home (562) 531-3700 Cell (562) 761-3111 thepalm22@yahoo.com Appointed: 02-22-05 Anthony Zepeda 5218 McCallum Avenue (323) 405-2006 anthonzepeda10@yahoo.com Appointed: 05-27-14
Al Rios 10408 Orange Avenue (323) 974-3540 cell Elected: 03-07-2017 End of Term: March 2021	Gil Hurtado 10001 W Frontage Rd, #215 Cell (323) 893-5728 giantgil23@icloud.com Appointed: 04-25-17	Joshua Barron, Vice Chairperson 8819 Beaudine Avenue Cell (323) 791-5126 Joshb90280@yahoo.com Appointed: 04/25/17	Juan Carlos Mendez Appointed: 04-25-17	Juliano A. Jarquin 10606 McNeerney Avenue (714) 345-3451 julianojarquin@gmail.com Appointed: 05-09-17 Benigno Nunez 8420 San Carlos Avenue (323) 434-8304 Nunezbennv79@yahoo.com Appointed: 05-09-17
Maria Belén Bernal 10407 Washington Avenue (323) 992-7683 cell Elected: 03-03-2015 End of Term: March 2020	Jenny Perez 10319 Bowman Avenue jennypbruin@gmail.com Cell (213) 361-3570 Appointed: 05-08-18	Jim Hicklin, Chairperson 10353 Mc Nerney Avenue Home (323) 564-1946 jimtheman390@yahoo.com Appointed: 04-28-15	Robbie C. Hicklin Appointed: 04-28-15	Michelle Montes 10128 Capistrano Avenue (213) 280-0400 michelmo@skechers.com Appointed: 10-25-16 Jimmy Torres 11610 Oklahoma Avenue cell 323/742-0154 jtorres1393@gmail.com Appointed: 07-14-15

RECEIVED

SEP 19 2018

City of South Gate
CITY COUNCIL

Item No. 3

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

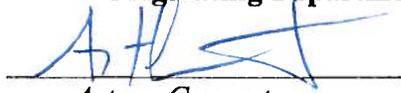
9:45am

AGENDA BILL

For the Regular Meeting of: September 25, 2018

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Michael Flad

SUBJECT: FINAL COST REPORT ON THE DESIGN AND CONSTRUCTION SUPPORT SERVICES OF ELIZABETH RESERVOIR AND BOOSTER PUMP STATION AT THE WELL NO. 28 SITE AND NEW WELL NO. 29 AT THE SANTA FE TANK SITE, CITY PROJECT NO. 494-WTR

PURPOSE: Construction of the Elizabeth Reservoir and Booster Pump Station at the Well No. 28 Site and New Well No. 29 at the Santa Fe Tank Site, City Project No. 494-WTR (Project) is complete. The Project was a \$13 million undertaking to enhance the City's water system with one mile of new pipelines, a water pump and a 1.9 million gallon reservoir. Tetra Tech, Inc., provided engineering, design and construction support services on the Project under a \$950,000 contract. This staff report is to provide an update on the final scope of work and cost of the contract with Tetra Tech.

RECOMMENDED ACTIONS:

- a. Receive and file a report on the final scope of work and cost for the design and construction support services on the Elizabeth Reservoir and Booster Pump Station at the Well No. 28 Site and new Well No. 29 at the Santa Fe Tank Site, City Project No. 494-WTR provided under Contract No. 2979 with Tetra Tech, Inc.;
- b. Approve Amendment No. 4 to Contract No. 2979 with Tetra Tech, Inc., extending the term of the contract by nine months through March 31, 2019, to provide the time necessary to prepare the project as-built plans; and
- c. Authorize the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

 **FISCAL IMPACT:** The final contract amount was \$901,900, which was \$48,100 under the original contract. Costs were funded with Water Funds, of which \$382,574 was budgeted in Account No. 411-731-71-9549 and \$519,326 was budgeted in Account No. 411-731-71-9551. Amendment No. 4 has no fees associated so there is no fiscal impact.

ANALYSIS: The Project was a significant undertaking as it made \$13 million in improvements to the City's water system. A contract was awarded to Tetra Tech to design the project with an initial scope of work that changed to fully address deficiencies in the water system. Technical staff and water experts recommended that additional improvements be included in the Project to further enhance reliability and efficiency in the water system, during the design of the project. These changes were captured in the contract amendments, summarized in the following page, which resulted in a net cost reduction in the contract of \$48,100.

	Amount	Approval
Contract No. 2979	\$950,000	City Council
Amendment No. 1	(\$143,100)	City Council
Amendment No. 2	\$49,000	Administrative
Amendment No. 3	\$46,000	Administrative
Amendment No. 4 (Proposed)	\$0	City Council
Final Contract Amount	\$901,900	

Amendment No. 4 is a proposal to extend the term of the contract with Tetra Tech. While construction of the Project is complete, additional time is necessary to complete the Project as-builts. When completed, the "as-builts" will reflect the original design drawings and the revisions made in the field. Amendment No. 4 provides the additional time necessary to complete the as-builts.

BACKGROUND: The City's water system is a complex network of pipes, water wells and reservoirs. Efficiency and reliability of the system is key as it serves over 14,300 customers in the City. System reliability is particularly important during emergencies, like a major fire or an earthquake.

The Project was implemented to enhance reliability and maximize operational efficiency of the water system. Improvements included one mile of new water mains, a drinking water well, a 1.8 million gallon reservoir, and a booster pump station. A suite of engineering services was necessary to deliver this project inclusive of design and construction support services.

On January 28, 2014, the City Council approved Contract No. 2979 with Tetra Tech, Inc., in the amount of \$950,000. Tetra Tech, Inc., was hired to provide design and construction management services.

On January 13, 2015, the City Council approved Amendment No. 1 to Contract no. 2979 to add additional features to the Project and to remove construction management services from the contract. The new features included: (a) replacing one mile of aging pipelines, (b) seismically retrofitting, upgrading, and repainting the Santa Fe Elevated Tank, (c) adding a water facility building at the Santa Fe Tank Site, and (d) providing related construction support services. Amendment No. 1 resulted in a savings of \$143,100, as it removed \$462,000 in construction management services and added \$318,900 in design services.

Subsequently, on January 26, 2016, staff processed another amendment to the project. Amendment No. 2 was approved administratively in the amount of \$49,000. During design, staff determined that additional modifications to the water system were necessary to maximize efficiency and reliability. This included: (a) relocating Well No. 29, (b) adding pump controls and an air conditioning system, and (c) preparing plans for discharging construction water.

Tetra Tech, Inc., also provided construction support services during the 20-month construction period. One amendment (Amendment No. 3) was necessary during construction. Amendment No. 3 consisted of the following: (a) providing additional support for structural/electrical shop drawing review, (b) preparing record drawings, (c) documenting plan changes, and (d) performing electrical/mechanical/structural tasks on an as-needed basis. Amendment No. 3 was processed administratively in the amount of \$46,000.

- ATTACHMENTS:**
- A. Proposed Amendment No. 4
 - B. Amendments No. 1, 2, and 3
 - C. Contract No. 2979
 - D. Location Map

AA:lc

**AMENDMENT NO. 4
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH TETRA TECH, INC.**

THIS AMENDMENT NO. 4 TO AGREEMENT NO. 2972 FOR PROFESSIONAL SERVICES WITH TETRA TECH, INC. ("Amendment 4"), effective as of the date specified in Section 1 hereof, is made and entered into by and between the CITY OF SOUTH GATE ("CITY"), and TETRA TECH, INC. ("ENGINEER"). CITY and ENGINEER are sometimes hereinafter individually referred to as a "PARTY" and collectively referred to as "PARTIES."

RECITALS:

WHEREAS, CITY and ENGINEER have previously executed that certain *Contract No. 2972 Agreement for Professional Services ("AGREEMENT")* effective February 11, 2014 in the amount of \$950,000 (\$488,000 for design and \$462,000 for construction management services); and

WHEREAS, on January 13, 2015 CITY and ENGINEER executed Amendment No. 1 to reduce the contract amount by \$143,100, to eliminate construction management services, and to add design services necessary to expand the proposed water system improvements; and

WHEREAS, on January 16, 2016 CITY and ENGINEER executed Amendment No. 2 to increase the contract amount by \$49,000 to add design services necessary to expand the proposed water system improvements; and

WHEREAS, on November 15, 2016 CITY and ENGINEER executed Amendment No. 3 to increase the contract amount by \$46,000 to add design services necessary to optimize the water system improvements for a Total Compensation amount of not-to-exceed \$901,900; and

WHEREAS, CITY desires to extend contract completion time to cover additional project management services related to the record drawings of the recently completed construction work; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. EXTENSION OF TIME FOR COMPLETION OF MODIFIED WORK AND SERVICES.**

AGREEMENT is extended to 11:59 p.m. on March 31, 2019, unless further

extended by written agreement of the PARTIES or unless sooner terminated in accordance with Section 9 and/or 10 of the AGREEMENT. Except for the extension of that deadline date, this AMENDMENT NO. 4 in no way affects, nor should it be construed to affect, the timing of any aspect of the work and services to be performed under the AGREEMENT, including any other deadlines contained therein.

2. EFFECT OF AMENDMENT.

Except as expressly amended herein, all other terms and conditions of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 thereto, and all attachments, recitals and Exhibits therein and thereto, shall remain in full force. All of the recitals to this Amendment No. 4 are incorporated into the Agreement as modified by this Amendment No. 4. The CITY reserves the right to augment or reduce the scope of work as the CITY deems necessary.

[Remainder of page left blank intentionally]

3. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 4 shall become effective as of the date set forth below on which the last of the parties, whether CITY or ENGINEER, executes this Amendment No. 4.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed and attested by their respective officers hereunto duly authorized.

**"CITY"
CITY OF SOUTH GATE**

María Belén Bernal, Mayor

Dated: _____

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

**"ENGINEER"
TETRA TECH, INC.**

Tom Epperson

Title: **Vice President**

Dated: _____

6

**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH TETRA TECH, INC.**

THIS AMENDMENT NO. 1 TO AGREEMENT No. 2972 FOR PROFESSIONAL SERVICES WITH TETRA TECH, INC. ("Amendment 1"), effective as of the date specified in paragraph 3 hereof, is made and entered into by and between the CITY OF SOUTH GATE ("CITY"), and TETRATECH, INC. ("ENGINEER").

RECITALS:

WHEREAS, CITY and ENGINEER have previously executed that certain *Contract No. 2972 Agreement for Professional Services ("Agreement")* on January 28 , 2014 in the amount of \$950,000 (\$488,000 for design and \$462,000 for construction management services); and

WHEREAS, CITY desires to expand the scope of work and eliminate construction management services as shown on the ENGINEER's proposal being attached here as part of this Amendment No. 1 (Exhibit A); and

WHEREAS, CITY desires to include additional scope of work for design services for upgrading the Santa Fe Elevated Tank, adding water facility building, upsizing water main within the project vicinity, and construction support services; and

WHEREAS, ENGINEER had submitted a cost estimate as part of their proposal (Exhibit B) which is accepted and approved by the City; and

WHEREAS, CITY and ENGINEER desire to execute Amendment No. 1 covering said additional professional service and eliminate construction management services for a credit amount of (\$143,100) under the terms and conditions of Agreement No. 2972 and Amendment 1 to said Agreement; and

WHEREAS, ENGINEER had agreed to deduct the unused balance of \$143,100 from Contract No. 2972.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **MODIFICATION OF ORIGINAL SCOPE OF WORK AND FEES TO BE PERFORMED BY ENGINEER.**
 - a. ENGINEER shall expand their scope of work, fees and services to the City as shown in their proposal (Exhibit A and B). Said scope of work and fee proposal is made part of this Amendment.

- b. ENGINEER shall exclude construction management and inspection services from the present contract scope as shown in their proposal (Exhibit A).

2. EFFECT OF AMENDMENT.

Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain in full force. The CITY reserves the right to augment or reduce the scope of work as the CITY deems necessary.

3. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No.1 shall become effective as of the date set forth below on which the last of the parties, whether CITY or ENGINEER, executes this Amendment No. 1.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

"CITY"
CITY OF SOUTH GATE

Henry C. Gonzalez
Henry C. Gonzalez, Mayor

Dated: 1-27-15

ATTEST:

Carmen Avalos
Carmen Avalos, City Clerk
(SEAL)

"ENGINEER"
TETRA TECH, INC.

Tom Epperson

Title: Vice President, Water, Environment & Infrastructure

Dated: 1/14/15

APPROVED AS TO FORM:

Raul F. Salinas
Raul F. Salinas, City Attorney

Exhibit "A"



TETRA TECH

December 15, 2014

Mr. Kenneth Tang, P.E., Senior Civil Engineer
City of South Gate Public Works Department
8650 California Avenue
South Gate, CA 90280

**Reference: Proposal to Provide Engineering Services for Elizabeth Reservoir and
Booster Pump Station at Well No. 28 and New Well No. 29 at Santa Fe Tank
Additional Work Summary and Deletion of Construction Management Services**

Dear Mr. Tang:

Tetra Tech Inc. has been providing engineering services for the Elizabeth Reservoir and Booster Pump Station at Well No. 28 and the new Well No. 29 at the Santa Fe Tank Site since February 2014. During the design process, the City has requested Tetra Tech to provide proposals and/or perform the following additional services:

1. Upsizing the Water Mains in the vicinity of Elizabeth Reservoir;
2. Updated Seismic Analysis of Existing Santa Fe Elevated Tank (empty of water);
3. Additional Building at Santa Fe Elevated Tank Site; and
4. Santa Fe Elevated Tank Improvements.

In addition, the City has deleted the Phase II Scope of Work (Construction Management and Administration) from our approved Scope of Work. By this proposal, Tetra Tech is including our proposal to provide Construction Support Services (attendance at meetings, respond to RFIs and RFCs, review shop drawings, hydrogeologist construction support, and minimal start-up assistance). The following correspondence summarizes these additional services as well as the Construction Support Services that Tetra Tech will be providing:

Additional Work Item No. 1: Upsizing the Water Mains in the Vicinity of Elizabeth Reservoir

Based on the hydraulic analysis of the existing pipelines in the vicinity of the Elizabeth Reservoir, it is recommended to upsize the following existing water mains: within Ardmore Avenue from Elizabeth Reservoir site to San Vicente Avenue; within California from Ardmore Avenue to Independence Avenue (bore the railroad tracks); and within San Luis Avenue from Ardmore to Firestone Boulevard. Upsizing these existing mains will improve the distribution of water from the Elizabeth Reservoir site as well as increase the pressure within the northwest portion of the City.

The existing water distribution system in the northwest portion of the City consists of a multi-network of small water mains varying in size from 4-inch to 12-inch in diameter. There is excellent distribution of water from the Santa Fe Tank site due to the existing 12-inch diameter water mains within Long Beach Blvd and on both the north and south side of the railroad tracks (Ardmore Avenue and Independence Avenue). There is adequate distribution of water to the west of the Elizabeth Reservoir site due to the 12-inch main within Ardmore Avenue to State Street and the 10-inch water main within State Street which conveys water south to Firestone Blvd and north across the railroad tracks to the 12-inch water main on the north side of the railroad tracks.

Tetra Tech, Inc.
17885 Von Karman Avenue, Suite 500, Irvine, CA 92614-6213
Tel 949.809.5000 Fax 949.809.5010 www.tetratech.com

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However, there is very poor distribution of water east of the Elizabeth Reservoir site. This is due to the following pipeline bottlenecks:

- Existing 8-inch diameter water main within Ardmore from reservoir site to California Ave.;
- Existing 6-inch diameter water main within Ardmore from California to San Vicente Ave.;
- Only connection to the 12-inch water main on the north side of the railroad tracks is a 6-inch diameter water main at California;
- Distribution of water to the south of Ardmore is limited due to the small size of the pipes in each of the crossing streets: 8-inch diameter pipes within Virginia Ave., San Juan Ave., and San Miguel Ave.; 6-inch diameter pipes within San Antonio Ave., California Ave., San Carlos Ave., and San Gabriel Ave.; and 4-inch diameter pipe within San Luis Ave.

Once the water is conveyed to San Vicente Avenue, there is adequate distribution to the north, south and east due to the 10-inch diameter pipeline within San Vicente and the 12-inch diameter pipeline within Ardmore to Otis Street.

It is recommended to upsize the following existing water mains in the vicinity of the Elizabeth Reservoir site to better distribute the water produced by the well at the Elizabeth Reservoir site:

- Upsize about 3,200 feet of existing 6"/8" water mains to 12" within Ardmore Ave. from Elizabeth Res. site to San Vicente Ave. and connect to the existing 12" pipe in Ardmore Ave.;
- Upsize about 200 feet of existing 6" water main to 12" within California Ave. from Ardmore Ave. (south side of the railroad tracks) to Independence Ave. (north side of the railroad tracks);
- Upsize about 1,200 feet of existing 4" water main to 8" within San Luis Ave. from Ardmore Ave. to Firestone Blvd.

By constructing a new 12-inch water main within Ardmore Avenue from the Elizabeth Reservoir site to San Vicente Avenue as well as the other recommended water main upsizing, the City will be able to better distribute the water from Well No. 28 to the northwest portion of the City. Based on the preliminary hydraulic analysis, by upsizing these pipelines the City will be able to save about \$8,000 to \$10,000 per year on energy. In addition, without the upsizing of this reach of pipeline, the following existing water mains have very high velocities which will decrease their useful life: the 8-inch diameter pipe within Ardmore from the reservoir site to California and the 10-inch diameter pipeline crossing under the railroad at State Street.

The Scope of Work for this Additional Item of Work is stated in Tetra Tech's Proposal for Upsizing the Water Mains in the vicinity of Elizabeth Reservoir, dated June 5, 2014, and the approved Not-to-Exceed Fee is \$102,000.

Additional Work Item No. 2: Updated Seismic Analysis of Existing Santa Fe Elevated Tank

The City requested Tetra Tech to perform an updated seismic analysis of the existing Santa Fe Elevated Tank, assuming that it is empty of water. The City desires a structural seismic retrofit of the Santa Fe Elevated Tank so it can be utilized as an aesthetic landmark (i.e. the tank will not stay in service as a water containment structure).

Mr. Kenneth Tang, P.E., Senior Civil Engineer
December 15, 2014
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ASL Consulting Engineers (now part of Tetra Tech, Inc.) performed a seismic and structural evaluation of the elevated tank in 1998 and prepared a Preliminary Design Report summarizing its findings and recommendations. The key project design team members that were involved with the original structural evaluation are still with Tetra Tech.

The Santa Fe Elevated Tank is a 500,000 gallon steel water tank that was constructed over 66 years ago. The tank needs to undergo structural seismic retrofit so that it meets current seismic and structural requirements. In addition, it is most likely that lead-based paints were used during the initial construction of the 66-year old tank. If so, the contractor performing the retrofit work will need to follow proper disposal procedures of hazardous materials during the retrofit work on the tank. At the same time this retrofit work is being performed, the City is considering to include the following additional improvements:

- OSHA safety-related deficiencies including ladder, safety climb devices, cages and safety railing improvements;
- Improve access to top of tank including potential of adding crane and hoist;
- New lighting illuminating the existing tank exterior shell;
- Painting the exterior of the tank.

The purpose of this seismic analysis is to determine the necessary retrofit improvements that would be required and obtain a preliminary estimate of the proposed construction costs for these improvements prior to determining if the City has adequate budget to continue the design of these improvements.

The Scope of Work for this Additional Item of Work is stated in Tetra Tech's Proposal to perform Updated Seismic Analysis of Existing Santa Fe Elevated Tank (Empty of Water), dated June 5, 2014, and the approved Not-to-Exceed Fee is \$15,800.

Additional Work Item No. 3: Additional Building at Santa Fe Elevated Tank

The City desires an additional office building at the Santa Fe Elevated Tank site. It will be a separate structure for use as a water utilities office building of about 1,000 square feet in size with a restroom to be included with the proposed improvements at the Santa Fe Elevated Tank site.

The Scope of Work for this Additional Item of Work is stated in Tetra Tech's Proposal for Additional Building at Santa Fe Elevated Tank, dated June 5, 2014, and the approved Not-to-Exceed Fee is \$46,500.

Additional Work Item No. 4: Santa Fe Elevated Tank Improvements

The City requested a proposal from Tetra Tech Inc. to support the City of South Gate for the Santa Fe Elevated Tank Improvements consisting of the structural seismic design and retrofit, tank access ladder improvements, and painting/coating of the tank exterior (including adding a City logo). The structural seismic design and retrofit, as well as the tank access ladder improvements, were recommended within Tetra Tech's Structural Assessment Memorandum dated July 28, 2014. It is our understanding that the City desires to keep the elevated tank as an aesthetic landmark, and that it will no longer function as a water containment structure.

Mr. Kenneth Tang, P.E., Senior Civil Engineer
December 15, 2014
Page 4

Based on the Structural Assessment Memorandum prepared by Tetra Tech, the following is a summary of the recommended improvements:

- Add additional anchor bolts at each perimeter column to resist forces due to seismic loading;
- Turnbuckle testing and replacement;
- New vertical ladder with safety climb;
- Miscellaneous ladder improvements (bottom rung, rail extension and ladder extension);
- New saf-t-climb carrier rail;
- Remove and dispose existing exterior paint (hazardous material); and
- Repaint the tank exterior, including adding a City logo.

It should be noted that we will not be adding lighting to the exterior of the elevated tank.

The Scope of Work for this Additional Item of Work is stated in Tetra Tech's Proposal for Santa Fe Elevated Tank Improvements, dated December 1, 2014, and the approved Not-to-Exceed Fee is \$34,600.

Deletion of Phase II (Construction Management and Administration) from Scope of Work

Tetra Tech's approved Agreement for Professional Services, dated February 18, 2014, included Construction Management and Administration Services (Task 2000 through Task 8000). By this correspondence, the City of South Gate will delete from Tetra Tech's approved Scope of Services all of the Phase II services and the corresponding Construction Management and Administration Not-to-Exceed Budget of \$462,000.

It is Tetra Tech's understanding that the City will be obtaining proposals from other firms to perform the Construction Management and Administration Scope of Services for all of the project, including the additional items of work noted above.

Additional Work Item No. 5: Construction Support Services

With the deletion of the Construction Management and Administration Services, Tetra Tech is proposing to provide the following Construction Support Services based on the City's desired budget. Construction Support Services depend greatly on the Contractor's construction schedule, the adequacy of his submittals, the amount of issues/conflicts that arise during the construction, and the amount of scope the construction manager will complete instead of the design engineer. Tetra Tech does not control the amount of shop drawing submittals, the quantity of the RFIs and RFCs, or the issues that arise during the construction of the project. Tetra Tech will perform the below services on a Time and Material Basis within the Not-to-Exceed Budget.

Task 1: Attend Meetings (original Task 3010 and 3020)

Tetra Tech will attend a maximum of two (2) construction meetings, two hours in length for each meeting, as requested by the City and the City's Construction Manager.

Task 2: Respond to Contractor's RFIs and RFCs (original Task 3030)

Tetra Tech will review and respond to Contractor's Requests for Information (RFI) and Requests for Clarification (RFC). For this proposal we have assumed a maximum of twenty (20) RFIs and a maximum of ten (10) RFCs will require our response.

Task 3: Review Change Orders (original Task 3030)

Tetra Tech will review a maximum of two (2) change orders requested by the City or the City's Construction Manager and provide recommendations or comments. We have assumed the remaining change orders will be reviewed by the City's Construction Manager.

Task 4: Review Shop Drawings (original Task 4110)

Tetra Tech will review shop drawings as requested by the City and the City's Construction Manager. We have assumed a maximum of eighty-two (82) shop drawings will require our review:

Task 5: O&M Manual (original Task 4110)

Due to budget limitations, Tetra Tech has assumed that the City's Construction Manager will compile the equipment and product information and specifications, including warranty information, from the Contractor, which will then be incorporated into the O&M Manual. Tetra Tech has not included any budget for the preparation of the O&M Manual.

Task 6: Site Visits

Tetra Tech will perform a maximum of two (2) site visits as requested by the City or the City's Construction Manager. Tetra Tech has assumed the site visits will be two hours in duration, maximum.

Task 7: Hydrogeologist Construction Support

Richard Slade and Associates (RCS) will provide construction monitoring during the drilling of the new well, similar to the construction monitoring that they performed during the drilling of Well No. 28 near South Gate High School. The scope of work for the field observation of the well construction activities were specified within our original proposal dated December 3, 2013 (page 12 of the proposal).

Task 8: Start-up Assistance

Tetra Tech will provide a maximum of eight (8) hours of Senior Project Manager for start-up assistance if requested by the City and the City's Construction Manager.

The following is a summary of the recommended not-to-exceed budget for the Construction Support Services:

Task No.	Task Description	Fee
1	Attend Meetings (2)	\$ 1,840
2	Respond to RFIs (20) and RFCs (10)	\$ 21,200
3	Review Change Orders (2)	\$ 6,000
4	Review Shop Drawings (82)	\$ 44,800
5	O & M Manual	\$ 0
6	Site Visits (2)	\$ 1,060
7	Hydrogeologist Construction Support	\$ 42,800
8	Start-up Assistance	\$ 2,300
Total Not-to-Exceed Construction Support Fee		\$ 120,000

We will perform the construction support services on a Time and Material basis up to the above Not-To-Exceed Total Budget amount. We have attached a spreadsheet per task summarizing the above fee.

FEE SUMMARY

We have prepared the following fee summary for the additional work summary as well as the deletion of the Construction Management Services.

Work Item	Item Description	Fee
1	Upsizing the Water Mains	\$ 102,000
2	Updated Seismic Analysis of Elevated Tank	\$ 15,800
3	Additional Building at Santa Fe Elevated Tank	\$ 46,500
4	Santa Fe Tank Elevated Tank Improvements	\$ 34,600
	Deletion of Construction Management and Administration	<\$ 462,000>
5	Construction Support Services	\$ 120,000
Total Deletion in the Approved Not-to-Exceed Fee		<\$ 143,100>

We propose to execute this work on a Time and Materials (T&M) based on the hourly rate schedule included in the Elizabeth Reservoir and Booster Pump Station Contract within the approved total not-to-exceed Contract Amount.

Mr. Kenneth Tang, P.E., Senior Civil Engineer
December 15, 2014
Page 7

With approval of the above proposal for the additional work and the deletion of the Construction Management Services, Tetra Tech's approved Contract Amount shall be reduced from \$950,000 to **\$806,900.**

If you have any questions or require additional information, please do not hesitate to give me a call.

Sincerely,



Tom Epperson, P.E.
Vice President, Water, Environment and Infrastructure

TLE/tc
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Attachment

Exhibit "B"

CITY OF SOUTH GATE
Elizabeth Reservoir and BPS and New Well No. 29
Construction Support Services
Fee Summary

Task Description	Project					Design Engineer	CADD	WP	Total Hours	Fees		TOTALS
	SR Project Manager	Project Manager	Project Engineer	Design Engineer	CADD					Labor	Sub-Contractors Reimbursables	
1 Attend Meetings (2)	4	0	4	0	0	0	0	8	\$1,760	\$80	\$1,840	
2 Respond to RFIs (20) & RFCs (10)	6	16	42	30	40	0	0	134	\$21,200	\$0	\$21,200	
3 Review Change Orders (2)	6	8	8	6	0	0	2	30	\$5,940	\$60	\$6,000	
4 Review Shop Drawings (82)	8	16	164	82	0	0	8	278	\$44,680	\$120	\$44,800	
5 O & M Manual	0	0	0	0	0	0	0	0	\$0	\$0	\$0	
6 Site Visits (2)	0	0	6	0	0	0	0	6	\$990	\$70	\$1,060	
7 Hydrogeologist Construction Support	0	0	0	0	0	0	0	0	\$0	\$42,800	\$42,800	
8 Start-up Assistance	8	0	0	0	0	0	0	8	\$2,200	\$100	\$2,300	
Total	32	40	224	116	40	10	464	\$76,770	\$43,230	\$120,000		

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**AMENDMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH TETRA TECH, INC.**

THIS AMENDMENT NO. 2 TO AGREEMENT No. 2972 FOR PROFESSIONAL SERVICES WITH TETRA TECH, INC. ("Amendment 2"), effective as of the date specified in paragraph 3 hereof, is made and entered into by and between the CITY OF SOUTH GATE ("CITY"), and TETRATECH, INC. ("ENGINEER").

RECITALS:

WHEREAS, CITY and ENGINEER have previously executed that certain *Contract No. 2972 Agreement for Professional Services ("Agreement")* on January 28 , 2014 in the amount of \$950,000 (\$488,000 for design and \$462,000 for construction management services); and

WHEREAS, CITY and ENGINEER have previously executed Amendment No. 1 to reduce the contract amount by \$143,100, to eliminate construction management services, and to add design services necessary to expand the proposed water system improvements on January 13, 2015; and

WHEREAS, CITY desires to expand the scope of work as shown on the ENGINEER's proposal being attached here as part of this Amendment No. 2 (Exhibit A); and

WHEREAS, CITY desires to include additional scope of work for design services for upgrading the Santa Fe Elevated Tank, adding water facility building, upsizing water main within the project vicinity, and construction support services; and

WHEREAS, ENGINEER had submitted a cost estimate as part of their proposal (Exhibit B) which is accepted and approved by the City; and

WHEREAS, CITY and ENGINEER desire to execute Amendment No. 2 covering said additional professional service in an amount of \$49,000 under the terms and conditions of Agreement No. 2972 and Amendment 1 to said Agreement; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF ORIGINAL SCOPE OF WORK AND FEES TO BE PERFORMED BY ENGINEER.

- a. ENGINEER shall expand their scope of work, fees and services to the City as shown in their proposal (Exhibit A and B). Said scope of work and fee proposal is made part of this Amendment.
- b. ENGINEER shall exclude construction management and inspection services from the present contract scope as shown in their proposal (Exhibit A).

2. EFFECT OF AMENDMENT.

Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain in full force. The CITY reserves the right to augment or reduce the scope of work as the CITY deems necessary.

3. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 2 shall become effective as of the date set forth below on which the last of the parties, whether CITY or ENGINEER, executes this Amendment No. 2.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

"CITY"
CITY OF SOUTH GATE



Michael Flad, City Manager 41

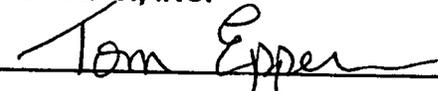
Dated: 1/26/16

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

"ENGINEER"
TETRA TECH, INC.



Title: Vice President
Water, Environment & Infrastructure

Dated: 12/09/15

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney



TETRA TECH

November 3, 2015

Mr. Kenneth Tang, P.E., Senior Civil Engineer
City of South Gate Public Works Department
8650 California Avenue
South Gate, CA 90280

**Reference: Elizabeth Reservoir and Booster Pump Station and New Well No. 29
Extra Work Request**

Dear Mr. Tang:

Tetra Tech Inc. has been working on the design for the Elizabeth Reservoir and Booster Pump Station at Well No. 28 and the new Well No. 29 at the Santa Fe Tank site, City Project No. 494-WTR, since March 2014. Tetra Tech submitted a bid package, plans and specifications, on October 19th, 2015. During the design process, Tetra Tech has encountered several items of work that we feel are additional work. The following correspondence summarizes these additional items of work and our requested increase in budget to compensate us for performing this additional work.

ADDITIONAL WORK

Item No. 1: Relocation of Well No. 29

Tetra Tech completed the 50% design submittal for Well No. 29 based on a preliminary site layout reviewed with and approved by the City. The well layout was consistent with a recent well Tetra Tech had designed for the City of Paramount. However, due to recent concerns and holding to the regulation requirements, SWRCB did not approve the Well No. 29 location. After several meetings with the State, and the City, Tetra Tech has relocated the well to be 50 feet from the existing warehouse to the south of the well. As a result, the well and sodium hypochlorite buildings needed to be flipped and the yard piping and site grading revised. The 50% design submittal included the following sheets for Well No. 29 that were impacted by the relocation of the well:

- Sheet C2102: Site Plan (minimal effort to relocate and flip buildings)
- Sheet C2103: Yard Piping Plan (no additional work – too preliminary)
- Sheet C2104: Well Drilling Site Plan (no additional work)
- Sheet S2101: Well No. 29 Building Plans (minimal effort to flip building)
- Sheet S2102: Sodium Hypochlorite Building Plans (minimal effort to flip building)
- Sheet S2201: Well No. 29 Building Structural Elevations (minimal effort to flip building)
- Sheet S2202: Sodium Hypochlorite Building Elevations (minimal effort to flip building)
- Sheet D2101: Well No. 29 Mechanical Plan (minimal effort to flip building)
- Sheet D2301: Well No. 29 Mechanical Sections (no additional work)
- Sheet E2101: Well No. 29 Electrical Site Plan (no additional work – too preliminary)

Tetra Tech is requesting **\$4,460** for the additional work to relocate the well.

Item No. 2: Well No. 29 Flush to Drain

Once it was determined that the City will be able to connect to LACFCD with the well flush water, Tetra Tech recommended several piping changes to the Well No. 29 yard piping and mechanical plans. The revisions included: the addition of a pump control valve; meter to allow City to submit the discharge amount to LACFCD; and an air gap structure at the flush discharge drain box. These modifications were added to the plan set that was based on Well No. 28 improvements.

Tetra Tech is requesting **\$2,720** for the additional work to add these facilities to the plans.

Item No. 3: Addition of VFD and Air Conditioning to Elizabeth Booster Pump Station

As part of the 90% plan check comments, the City changed its direction and requested that VFDs be added to the Elizabeth Booster Pump Station. Adding the VFDs also required the addition of an air conditioner. This change modified the following sheets:

- Sheet C1102: Grading and Appurtenance Plan (minimal change)
- Sheet S0506: Door and Louver Schedule (deletion of louvers/vents)
- Sheet S1102: Pump Building Plans (deletion of louvers/vents)
- Sheet S1201: Pump Building Exterior Elevations (deletion of louvers/vents)
- Sheet M1101: Booster PS HVAC Plan (new sheet including design)
- Sheet D1103: Mechanical Plan (minimal change)
- Sheet E1102: Power, Control and Lighting Plan (revised)
- Sheet E1601: Single Line Diagram and Elevation (add VFDs)
- Sheet E1604: (VFD Schematic Diagrams (new sheet)
- Specifications - VFD

Tetra Tech is requesting **\$19,760** for the additional work to add the VFDs to the plans and specifications.

Item No. 4: Prepare Bid Set from 90% Plans and Specifications

Tetra Tech was requested by the City to prepare a bid set from the 90% plans and specifications. The extra work for this item is additional work to make the plans and specifications consistent at the status they were at as of October 1st, 2015. This work included the overtime hours required to complete this work within the two weeks required by the City. This item does not include the effort that would have been part of completing the plans from 90% level of completion to 100%. This work is still within our scope of services and will be performed. This item is only the additional work that was performed to make the plans biddable as they were.

Tetra Tech is requesting **\$16,700** for this additional work.

Mr. Kenneth Tang, P.E., Senior Civil Engineer
November 3, 2015
Page 3

Item No. 5: Santa Fe Elevated Tank Existing Antennas

Tetra Tech took part in several phone calls and e-mails to assist the City in determining the best approach regarding the existing antennas on the Santa Fe Elevated Tank. This work included working with the cable provider, temporary antenna relocation, and discussions with painting manufacturers for options of not relocating the existing antennas.

Tetra Tech is requesting \$2,680 for this additional work.

Item No. 6: BMPs at Elizabeth Reservoir and Well No. 29 sites

Tetra Tech has been involved in several phone calls and e-mails with LACFCD, the City's consultant and the City regarding the addition of permanent storm water BMPs at each of the project sites. This coordination work has required additional work than anticipated in our original proposal. The actual details and specifications are not considered extra work but the level of effort we have performed to come to an understanding of the proposed permanent BMPs is what we are considering to be extra work.

Tetra Tech is requesting \$2,680 for this additional work.

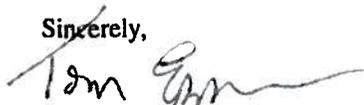
REQUESTED BUDGET INCREASE

We are requesting the City to increase our budget to compensate us for the above extra work. The following is a summary of the extra work and the requested increase in our approved budget:

Item No.	Item Description	Requested Budget Increase
1	Relocation of Well No. 29	\$ 4,460
2	Well No. 29 Flush to Drain	\$ 2,720
3	Addition of VFD and Air Conditioning	\$ 19,760
4	Prepare Bid Set from 90 % P&S	\$ 16,700
5	Santa Fe Elevated Tank Existing Antennas	\$ 2,680
6	BMPS at Elizabeth Res. And Well No. 29 Sites	\$ 2,680
Total Requested Budget Increase		\$ 49,000

Attached is our hourly manpower spreadsheet per item. If you have any questions or require additional information, please do not hesitate to give me a call.

Sincerely,



Tom Epperson, P.E., Vice President, Water, Environment & Infrastructure
TLE/te
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Attachment

CITY OF SOUTH GATE
 Elizabeth Reservoir and BPS and Well No. 29
 Extra Work Request
 Fee Summary

Task Description	Fees						TOTALS		
	Senior Project Manager	Project Manager	Design Engineer	CADD	WP	Total Hours		Labor	Sub-Contractors Re-imbursables
Extra Work									
1 Relocation of Well No. 29 Work with SWRCB and City Minimal Effort Sheets (6)	4	8	0	0	0	12	\$2,748	\$62	\$2,810
2 Well No. 29 Flush to Drain	0	0	6	6	0	12	\$1,650	\$0	\$1,650
3 Addition of VFD and Air Conditioning Sheets with minimal change (2 shts) Sheets detailing louvers/vents (3 shts) Booster PS HVAC Plan Electrical Sheet Revisions (2 shts) VFD Schematic Diagrams Specifications	0	2	4	6	0	12	\$1,780	\$0	\$1,780
	0	2	6	10	0	18	\$2,620	\$0	\$2,620
	2	8	12	16	0	38	\$6,034	\$78	\$6,112
	1	2	6	8	0	17	\$2,627	\$0	\$2,627
	1	6	8	12	0	27	\$4,247	\$0	\$4,247
	2	8	0	0	2	12	\$2,374	\$0	\$2,374
4 Prepare Bid Set from 90% P&S	16	24	24	24	6	94	\$16,682	\$8	\$16,700
5 Santa Fe Elevated Tank Existing Antennas	2	8	4	0	0	14	\$2,674	\$6	\$2,680
6 BMPs at Both Sites	2	8	4	0	0	14	\$2,674	\$6	\$2,680
Total	30	80	80	90	8	288	\$48,840	\$160	\$49,000
TOTAL	30	80	80	90	8	288	\$48,840	\$160	\$49,000

**AMENDMENT NO. 3
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH TETRA TECH, INC.**

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 2972 FOR PROFESSIONAL SERVICES WITH TETRA TECH, INC. ("Amendment 3"), effective as of the date specified in Section 3 hereof, is made and entered into by and between the CITY OF SOUTH GATE ("CITY"), and TETRATECH, INC. ("ENGINEER"). CITY and ENGINEER are sometimes hereinafter individually referred to as a "PARTY" and collectively referred to as "PARTIES."

RECITALS:

WHEREAS, CITY and ENGINEER have previously executed that certain *Contract No. 2972 Agreement for Professional Services* ("AGREEMENT") effective February 11, 2014 in the amount of \$950,000 (\$488,000 for design and \$462,000 for construction management services); and

WHEREAS, on January 13, 2015 CITY and ENGINEER executed Amendment No. 1 to reduce the contract amount by \$143,100, to eliminate construction management services, and to add design services necessary to expand the proposed water system improvements; and

WHEREAS, on January 16, 2016 CITY and ENGINEER executed Amendment No. 2 to increase the contract amount by \$49,000 to add design services necessary to expand the proposed water system improvements; and

WHEREAS, CITY desires to expand the scope of work as shown on the ENGINEER's September 7, 2016 Proposal for Additional Construction Support Services, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, in connection with said Proposal, ENGINEER submitted a Recommended Budget Increase Table, attached hereto and incorporated herein as Exhibit B; and

WHEREAS, CITY and ENGINEER desire to execute Amendment No. 3 covering said additional professional service and providing additional compensation to ENGINEER therefor in an amount of \$46,000 under the terms and conditions of Agreement No. 2972 and, Amendments 1 and 2 to said Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER.

The Scope of Services to be performed by ENGINEER as set forth in the Agreement shall be modified as follows:

- a. ENGINEER shall expand its scope of work, fees and services to the City as set forth on Exhibits A and B hereto.

2. TIME FOR COMPLETION OF MODIFIED WORK AND SERVICES.

ENGINEER shall undertake and complete the modified work and services set forth in Exhibit A. Notwithstanding any other provision of this Amendment No. 3, this modification in no way affects, nor should it be construed to affect, the timing of any aspect of the work included in the Agreement, particularly the deadlines contained therein.

The term of this AGREEMENT shall expire at 11:59 p.m. on the on June 30, 2018 unless extended by written agreement of the PARTIES or terminated in accordance with Section 9 and/or 10 of the AGREEMENT.

3. MODIFICATION OF ENGINEER'S COMPENSATION.

The compensation to be paid by CITY to ENGINEER for the modified work and services identified in this Amendment No. 3 shall be as follows:

- a. Total compensation in accordance with the Exhibit A, for an amount not to exceed Nine Hundred One Thousand Nine Hundred Dollars (\$901,900.00).

4. EFFECT OF AMENDMENT.

Except as expressly amended herein, all other terms and conditions of the Agreement, Amendment No. 1 and Amendment No. 2 thereto, and all attachments, recitals and Exhibits therein and thereto, shall remain in full force. All of the recitals to this Amendment No. 3 are incorporated into the Agreement as modified by this Amendment No. 3. The CITY reserves the right to augment or reduce the scope of work as the CITY deems necessary.

5. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 3 shall become effective as of the date set forth below on which the last of the parties, whether CITY or ENGINEER, executes this Amendment No. 3.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed and attested by their respective officers hereunto duly authorized.

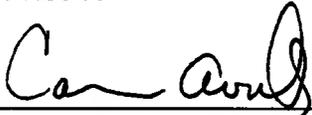
"CITY"
CITY OF SOUTH GATE



Michael Flad, City Manager

Dated: 11/8/16

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

"ENGINEER"
TETRA TECH, INC.



Title: Vice President
Water, Environment & Infrastructure

Dated: 11/15/16

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney



September 7, 2016

Mr. Ana Ananda
City of South Gate Public Works Department
8650 California Avenue
South Gate, CA 90280

Reference: Proposal for Additional Construction Support Services

Dear Mr. Ananda:

Tetra Tech Inc. has been providing engineering design and construction support services for the Elizabeth Reservoir and Booster Pump Station at Well No. 28 and the new Well No. 29 at the Santa Fe Tank Site since February 2014. Our original approved budget was \$950,000 which included Construction Services Management and Administration. Per Tetra Tech's December 15, 2014 correspondence, the City of South Gate approved additional work and deleted the Construction Management Services for a total deletion of \$143,100 from our approved budget. This resulted in a revised approved budget of \$806,900 which included a budget of \$120,000 for Construction Support Services. Per Amendment No. 2, the City approved additional design services for \$49,00 which increased the approved budget to \$855,900. Per Tetra Tech's March 3, 2016 correspondence, the City of South Gate approved additional design changes during construction and deleted the corresponding budget from the Construction Support Services budget.

The following is a summary of the approved construction support budget:

<i>Task Description</i>	<i>Approved Budget</i>
Record Drawings (portion of the design budget)	\$ 11,640
Attend Meetings (2)	\$ 1,840
Respond to RFIs (20)	\$ 14,130
Review Change Orders (0)	\$ 0
Review Shop Drawings (54)	\$ 29,630
O&M Manual	\$ 0
Site Visits (0)	\$ 0
Hydrogeologists	\$ 42,800
Start-up Assistance	\$ 2,300
Design Changes During Construction	\$ 29,300
Total of Approved Construction Support Budget	\$ 131,640

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Construction Support Services as of Date of Correspondence

Tetra Tech has been providing the construction support services, including the design changes during construction, on a Time and Material Basis. The design changes during construction continued to expand due to additional comments from the City, multi-plan reviews, additional revisions, as well as additional information requested by the Contractor.

In addition, construction support services depend greatly on the Contractor's construction schedule, the adequacy of his submittals, the requested changes in the shop drawings, the details of any modifications requested by the Contractor or the City, the amount of re-submittals, and the amount of the submittals the construction manager will complete instead of the design engineer.

As of the date of this correspondence, Tetra Tech has expended all of its approved construction support budget. The following is a summary of the construction support services that we have performed as of the date of this correspondence:

<i>Task Description</i>	<i>Quantity</i>	<i>Budget</i>	<i>Actual Quantity</i>	<i>Cost to Date</i>
Record Drawings (part of design budget)	--	\$ 11,640	Not done	\$0
Attend Meetings (2)	2	\$ 1,840	2	\$ 1,840
Respond to RFIs (20)	20	\$ 14,130	42	\$ 29,670
Review Change Orders (0)	0	\$ 0	1	\$ 2,200
Review Shop Drawings (54)	54	\$ 29,630	(9x2) + 12	\$ 16,482
O&M Manual	0	\$ 0	--	\$ 0
Site Visits	0	\$ 0	0	\$ 0
Hydrogeologists	--	\$ 42,800	--	\$ 42,800
Start-up Assistance	0	\$ 2,300	--	\$ 0
Design Changes During Construction	1	\$ 29,300	1	\$ 37,611
Electrical Revised Plans	--	\$ 0	1	\$ 4,837
Totals	--	\$ 131,640	--	\$ 135,440

As you can see, Tetra Tech has reached and gone over our approved construction support budget. At this time, we will no longer be able to provide construction support services as we have run-out of available budget. At this time, we will be only requesting payment for the total amount of our approved budget even though we have expended more than our approved budget amount.

REQUESTED ADDITIONAL CONSTRUCTION SUPPORT SERVICES

Tetra Tech is requesting the approval of the following additional construction support services to allow Tetra Tech to continue providing the construction support services requested by the City, including the preparation of the Record Drawings.

Task 1: Additional Structural and Electrical Shop Drawings

Tetra Tech will review a maximum of five (5) additional structural/electrical shop drawings as requested by the City, and/or City's Construction Manager.

Task 2: Additional Response to Contractor's RFIs

Tetra Tech will review and respond to a maximum of ten (10) additional Contractor's Requests for Information/Clarification.

Task 3: Minor Plan Changes

Tetra Tech has included the budget for a maximum of thirty (30) hours of staff time for making revisions to the existing construction drawings as requested by the City and/or City's Construction Manager.

Task 4: Answer City Questions

Tetra Tech will respond to e-mails or phone conversations with the City and/or the City's Construction Manager. For this proposal, we have assumed a maximum of twenty (20) hours of Tetra Tech's Project Manager and/or Project Engineer.

Task 5: Record Drawings

Tetra Tech will prepare record drawings (as-builts) showing as-built conditions for each project. Revisions will be solely based on as-built information provided by the City's Construction Manager and the Contractor as-built drawings.

Task 6: Electrical/Mechanical/Structural As-Requested Services (Optional Task)

Tetra Tech will perform electrical/mechanical/structural support as requested by the City. This is an optional task and the budget will only be used if requested by the City.

Prior to proceeding with each requested item of work, Tetra Tech will provide a not-to-exceed budget amount for the requested item of work. The work will be performed on a "Time and Material" basis, but Tetra Tech will not exceed the budget amount estimated prior to starting without obtaining additional approval from the City.

ADDITIONAL BUDGET

We have prepared the following requested budget for providing the additional construction support services.

We propose to execute this work on a Time and Materials (T&M) based on the hourly rate schedule included in the Elizabeth Reservoir and Booster Pump Station project.

Mr. Ana Ananda
September 7, 2016
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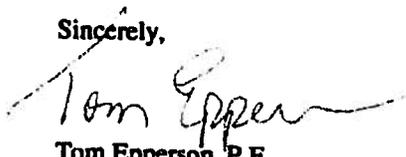
Task Item	Task Description	Recommended Budget
1	Additional Struct./Elect. Shop Drawings (5)	\$ 5,060
2	Additional RFLs (10)	\$ 7,100
3	Minor Plan Changes (30 hours)	\$ 3,700
4	Answer City's Questions (20 hours)	\$ 5,200
5	Record Drawings	\$ 11,640
6	Electrical/Mechanical/Structural As-Requested Services (Optional Task)	\$ 13,300
Total Recommend Budget		\$ 46,000

Attached is our hourly manpower spreadsheet per task.

By approving this additional construction support services budget, Tetra Tech's approved budget will be increased from \$855,900 to \$901,900.

If you have any questions or require additional information, please do not hesitate to give me a call.

Sincerely,



Tom Epperson, P.E.
Vice President, Water, Environment & Infrastructure

TLE/te
P:\135-97185-14001\ProjMgmt\Correspondence\Revised Proposal for Additional Construction Support Services

Attachment

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the **City of South Gate, a municipal corporation ("City")**, and **Tetra Tech, Inc., ("Consultant")**.

RECITALS

WHEREAS, Owner desires to engage Consultant to perform certain technical and professional engineering services, as provided herein, in connection with that certain project identified as: **THE CONSTRUCTION OF ELIZABETH RESERVOIR AND BOOSTER PUMP STATION AT WELL NO. 28 AND NEW WELL NO. 29 AT SANTA FE TANK SITE, CITY PROJECT NO. 494-WTR**

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement.

The parties to the Agreement are:

- A. Owner: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. Consultant: Tetra Tech, Inc.
17885 Von Karman Avenue, Suite 500
Irvine, CA 92614

2. Representatives of the Parties and Service of Notices.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

- A. The principal representative of the City shall be:

Mohammad Mostahkami, P.E.
Director of Public Works/City Engineer
Department of Public Works
City of South Gate
8650 California Avenue
South Gate, CA 90280

B. The principal representative of the Consultant shall be:

Tom Epperson, Vice President
Tetra Tech, Inc.
17885 Von Karman Avenue, Suite 500
Irvine, CA 92614

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by mail.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

3. Description of Work.

City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services, as needed, set forth in the "Proposal" attached hereto as Exhibit "A." Consultant shall perform and complete, in a manner satisfactory to City, all work and services set forth in Exhibit "A." The Director of Public Works, or the Director of Public Works' designee, shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director of Public Works.

4. Data Provided to Consultant.

City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the timely performance of the work described in Exhibit "A."

5. Independent Contractor.

Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City.

6. Consultant's Personnel.

A. All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

B. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

C. Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

D. Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement to the extent resulting from their negligent or other wrongful conduct.

7. Compensation.

A. The total compensation to be paid by City to Consultant for as needed work and services described in Exhibits "A" shall be as submitted in the proposal for an amount not to exceed **\$950,000**. Consultant's fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof. Notwithstanding anything to the contrary in the proposal, invoices will be processed for payment and paid subject to approval by Director of Public Works and City Council within sixty (60) days from date of receipt by Director of Public Works. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business associated with as-needed services shall be waived and shall not be shown on the Consultant and sub-consultant's compensation submittal to the City.

8. Indemnity and Insurance.

A. Consultant agrees to indemnify, hold harmless and defend the City, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner arising out of or related to Consultant's negligent acts, errors or omissions, or willful misconduct, or those of its employees or agents. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.

B. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.

(a) Workers' Compensation and Employer's Liability

- Workers' Compensation-coverage as required by law.
- Employer's Liability-limits of at least \$1,000,000 per occurrence.

(b) Comprehensive General Liability

- Combined Single Limit-\$1,000,000.

The automobile and comprehensive general liability policies may be combined in a single policy with a combined single limit of \$1,000,000. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior cancellation of the policy, ten (10) days notice if cancellation is due to nonpayment of premium.

(2) Policies providing for bodily injury and property damage coverage shall contain the following:

(a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.

(b) "Severability of Interest" clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 10.A.

(3) Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City certificates of insurance evidencing all required policies and endorsements to the required policies.

(4) The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.

(5) Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

9. Termination for Convenience.

The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

10. Termination for Cause.

A. The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

(1) If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

(2) If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

B. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 10, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

C. If this Agreement is terminated as provided above in paragraph A, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

D. If, after notice of termination of the Agreement under the provisions of this Section 10, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 9.

11. Non-Discrimination and Equal Employment Opportunity.

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and

non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Public Works Department.

12. Consultant's Warranties and Representations.

Consultant warrants and represents to City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

13. Subcontracting, Delegation and Assignment.

A. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director of Public Works; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

(1) The amount involved, together with Consultant's analysis of such cost or price.

(2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.

B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind the City and shall not release the Consultant from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

14. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall, with the exception of any intellectual property rights contained therein, owned or created by Consultant prior to the effective date of this Agreement; and/or created outside the scope of this Agreement, be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use. City's reuse of such materials on any project other than the project for which they were originally intended shall be at City's sole risk.

15. Entire Agreement and Amendments.

A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

C. Consultant acknowledges and agrees that it has consulted with an attorney, or has knowingly foregone the opportunity to do so and executes this Agreement knowingly and voluntarily.

16. Resolution of Disputes.

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, parties agree to submit their dispute to non-binding arbitration prior to the commencement of any legal action or suit. The parties are free to choose a mutually agreeable arbitrator; however, in the event of a lack of agreement between the parties, the matter shall be submitted to the American Arbitration Association and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share equally in the cost of the arbitration fee.

17. Severability

If any provision of this agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

18. Exhibits.

The following exhibit to which reference is made in this Agreement is deemed incorporated herein in their entirety:

Exhibit "A" Proposal dated December 3, 2013

Exhibit "B" Fee Proposal dated December 3, 2013

19. Governing Law.

This Agreement shall be governed by the laws of the State of California.

20. Effective Date.

Unless otherwise specified herein, this Agreement shall become effective as of the date set forth on which the last of the parties, whether City or Consultant, executes said Agreement.

[Remainder of page left blank intentionally]

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY AND
TETRA TECH, INC.**

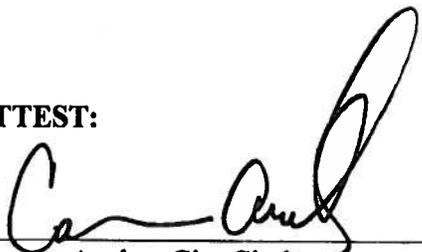
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**"CITY"
CITY OF SOUTH GATE**

By: 
Gil Hurtado, Mayor

Dated: 2-11-14

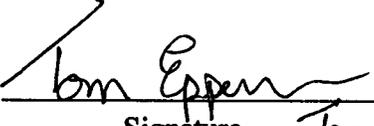
ATTEST:


Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

**"CONSULTANT"
TETRA TECH, INC.**

By: 
Signature Tom Epperson, P.E.

Vice President
Title Engineering & Consulting Services

Dated: 2/10/14

EXHIBIT A



December 3, 2013

City Clerk's Office
Mr. Mohammad Mostahkami, P.E.
Public Works Director/City Engineer
City of South Gate
8650 California Avenue
South Gate, CA 90280

Reference: Proposal to Provide Engineering and Construction Management Services for the Construction of Well No. 28 Water Storage Tank, Booster Pump Station, and Santa Fe Tank Well

Dear Mr. Mostahkami:

Tetra Tech, Inc. enthusiastically submits our proposal to support the City of South Gate on this very exciting and challenging infrastructure project. We are confident that after reading through our proposal, you will agree that Tetra Tech is the "right" team to provide these services for the following reasons:

- **Outstanding Project Manager** – We have assigned Mr. Tom Epperson, P.E. as the Senior Project Manager for this project. Tom is one of our firm's most experienced water pump station, steel tank and well specialists who is familiar with the design, permitting and construction of these facilities over his 30+ year career. Mr. Epperson has been responsible for completing the design of over 20 wells (drilling and equipping), 200 miles of pipeline and over 20 reservoirs of various types of construction of which 12 were welded steel;
- **Unequaled Reservoir Design Experience** – During the last 15 years, members of our project team have designed over 20 reservoirs of different types. In addition, members of our project team have either designed and/or provided construction observation services for more than 25 steel reservoirs, all within the local Southern California area;
- **Extensive Pump Station Design Experience** – During the last 15 years, members of our project team have designed over 20 reservoirs of different types. In addition, members of our project team have either designed and/or provided construction observation services for more than 25 steel reservoirs, all within the local Southern California area;
- **Extensive Well Experience** – During the last 15 years, members of our project team have designed over 50 well facilities. The design has included well drilling and well equipping.
- **Local In-House Structural and Electrical Capabilities** – Tetra Tech has its own in-house local, registered structural and electrical engineer with extensive experience in the design of steel tanks, pump stations and well projects.
- **Local In-House Construction Management Capabilities** – Tetra Tech has its own in-house construction manager and construction observers. A large component of this project is the construction management services; we are able to offer these services to serve as the City's eyes and ears in the field and enforce the Contract Documents. Our construction manager, Ms. Luanne Bean, P.E. has over 25 years of experience and has been responsible for the construction management of numerous reservoirs, pump stations and wells.
- **Responsive Project Approach** – Our project approach combines our project management capabilities along with our understanding of the technical and institutional issues related to steel tanks, pump

Tetra Tech, Inc.
17885 Von Karman Avenue, Suite 500, Irvine, CA 92614
Tel 949.809.5000 Fax 949.809.5010 www.tetrattech.com

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Mr. Mostahkani
December 3, 2013
Page 2

station and well design and construction. We believe that being responsive and available to the City's needs is critical in maintaining the "team" approach and keeping the City "in-the-loop" throughout the project.

- ***Dedication to the City*** – Tetra Tech's approach to your project includes a "teaming and partnering" relationship. We understand the project's critical schedule and the need to complete the project on-time. We will do this by exceeding your expectations through hard work, attention to detail, high level of communication and close schedule and budget control.

Pursuant to the requirements stated in the request for proposal we have included the following information:

Consultant: TETRA TECH, INC.
Project Office Contact: Tom Epperson, P.E.
Vice President, Engineering and Architectural Services
17885 Von Karman Avenue, Suite 500
Irvine, CA 92614
Telephone 949-809-5156
e-mail: tom.epperson@tetratech.com

We have reviewed the City's Sample Agreement for Professional Services and respectfully request the following amendments:

Revise Item 6.D to read "Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any negligent acts or omissions by Consultant in connection with the work performed arising from this agreement."

Add to the end of Item 14 the following: "Consultant shall not be held liable for reuse of documents or modifications thereof, including documents on electronic media by the City or its representatives for purposes other than the intent of this Agreement."

We acknowledge receipt of Response to Request for Information for the Engineering and Construction Management Services for the construction of Well No. 28 Water Storage Tank, Booster Pump Station, and Santa Fe Tank Well Request for Proposals dated November 26, 2013.

Tetra Tech has not been subject to any investigations by County, State and/or Federal agencies within the last five years.

We trust that our proposal clearly establishes our expertise, knowledge and experience. However, most importantly, we want to express our willingness and enthusiasm to work with the City of South Gate on this project. If you have any questions regarding our proposal, please do not hesitate to contact me at 949-809-5156.

Sincerely,



Tom Epperson, P.E.
Vice President, Engineering & Consulting Services

TLE/MWB/cg
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Attachment

TETRA TECH

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Resumes	
Project Experience	

PROJECT BACKGROUND

The City of South Gate (City) seeks professional engineering services covering engineering designs and construction management for the Well No. 28 Water Storage Tank, Booster Pump Station, and the Santa Fe Tank Well. Paramount to successfully executing this project is completion of the designs within the City's critical time schedule to ensure

Our proposal presents some innovative ideas to cost effectively execute your designs within budget!

compliance within the \$2 million federal grant funding. Given that designs must be completed by May 15, 2014, the City needs an aggressive design team that has demonstrated through past performance that they can meet all of the design elements within this critical timeframe. Tetra Tech has identified the following critical success factors:

- Ability to execute designs by May 2014
- Cost-effective solutions to work within design and construction services budget

We believe that there is only one way to ensure your needs are met and that is with a *single-entity responsibility covering all design and construction aspects*. Tetra Tech is that firm and we offer in-house resources that are available to immediately begin the work. Further, because a majority of our design team is local and in-house, you will not experience any delays due to discipline coordination.

In summary, Tetra Tech offers the greatest value because *we can complete your designs not only within your expectations, but also within your schedule*. The following brief presentation summarizes the general organization of our firm and ability to provide the necessary disciplines to successfully meet your expectations.

COMPANY BACKGROUND/HISTORY

Tetra Tech, Inc., is a nationally recognized engineering and resource management firm of more than 14,000 engineers, scientists, construction specialists, and technical support personnel in 350 offices worldwide. Listed on the NASDAQ Exchange (TTEK), our annual revenues exceed \$2.7 billion. Thus, we are in an excellent financial position and can provide necessary resources to

rapidly deploy and meet aggressive project schedules.

Tetra Tech's more than 47 years of experience in water resources management is directly associated with municipal water, wastewater, recycled water, and storm water facilities encompassing collection and distribution pipelines, pumping stations, storage reservoirs/tanks, treatment and reclamation plants, and disposal systems. Over the years, we have gained the confidence of our clients by meeting the expectations and performance goals of both clients and regulatory agencies.

Tetra Tech consistently ranks among the top engineering firms annually according to *Engineering News-Record*. In 2013, Tetra Tech was rated 1st in the "Water" category, 8th among the "Top 500" consulting firms nationwide.



Tetra Tech's reputation as a leader in consulting engineering is validated by Top 10 ratings annually by Engineering-News Record.

PROJECT CONTACT

Prime Consultant: Tetra Tech, Inc.

Legal Form of Company: Corporation
(Publicly Traded – NASDAQ-TTEK)

Year Established:
1966 Tetra Tech, Inc. – (47 Years)

Project Office:
Tetra Tech, Inc.
17885 Von Karman Avenue, Suite 500
Irvine, CA 92614

Contact Person:
Tom Epperson, P. E., Vice President
Engineering & Consulting Services
(949) 809-5156
tom.epperson@tetratech.com

PROJECT TEAM

The following summarizes information specific to our firm, staff and available resources

Serving a diverse base of public and private sector clients, our *local* professional staff represents over 200 scientific, engineering and construction management team members. Our services include

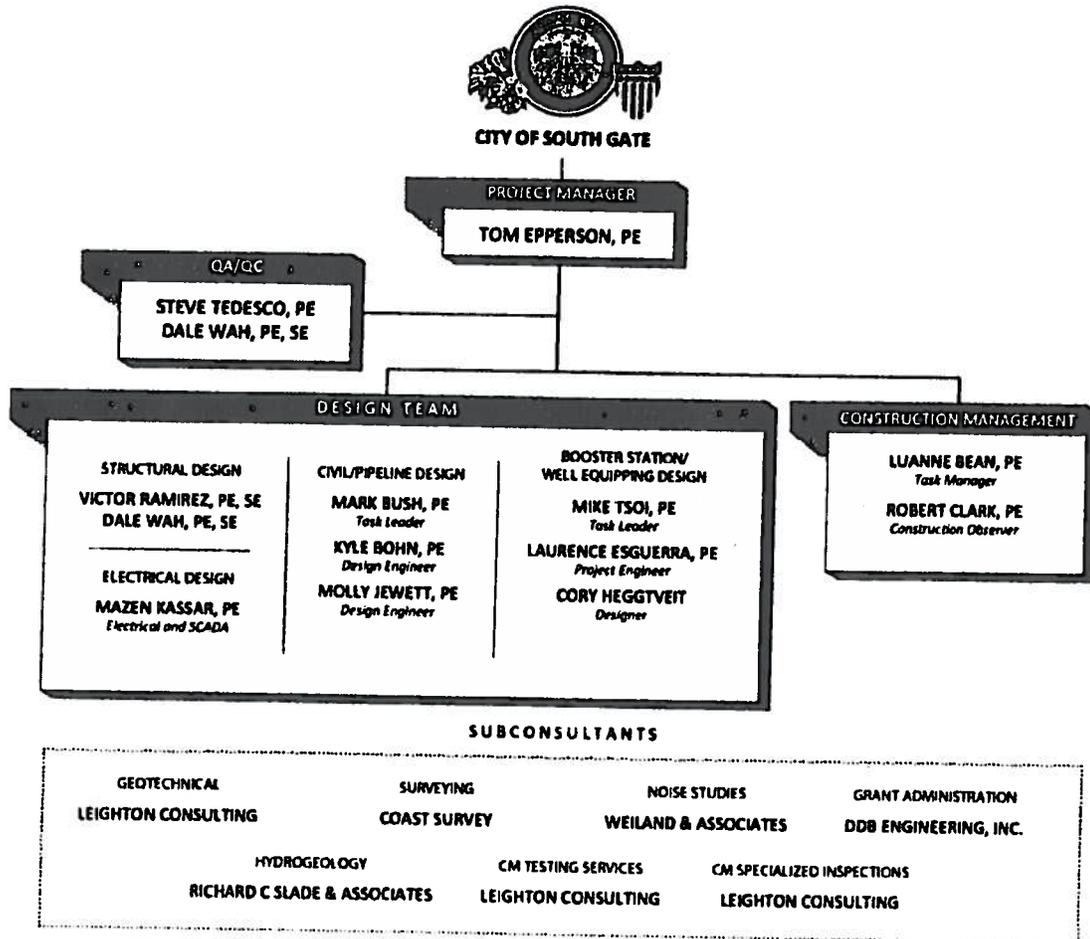
45

complete process, civil, structural, electrical, mechanical and transportation engineering and environmental services for municipalities, public and private water and wastewater agencies, and flood control districts, and cities as well as industrial, residential and commercial developers.

Our team as illustrated on the organizational chart below is ready and available to immediately provide service to the City. Their resumes are provided within the Appendix along with specific Tetra Tech project experience qualification sheets that demonstrate our successful execution of projects similar to yours. *We can confidently state that no other firm has the experience and depth of resources to successfully execute your project as successfully as Tetra Tech!*

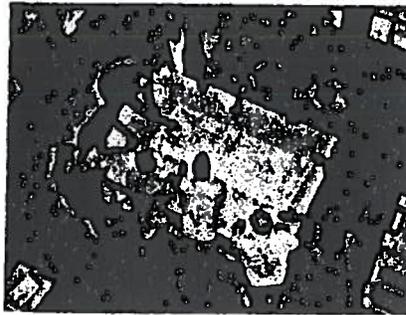
Tetra Tech is uniquely qualified to execute all design and construction management aspects within your budget and timeframe!

Successful implementation of a major project is dependent upon the interplay between technical and managerial expertise. The Tetra Tech Team we selected for your Well No. 28 Water Storage Tank, Booster Pump Station, and the Santa Fe Tank Well is carefully chosen to balance technical capabilities with management strategies. The engineers and supporting sub-consultants proposed for this project have demonstrated their ability to resolve complex issues and produce cost-effective design documents while meeting or exceeding client expectations. The project team chart below shows the technical specialists for the various elements of the work to be performed.



Project Team – Key Personnel

Tetra Tech has selected highly qualified individuals with the task-to-talent match to meet the needs of the project. Personnel available for assignment to this project are on staff and committed to fulfilling their respective assignments for the full term of the project.



A coordinated approach is central to a successful project.

Project Team – Project Manager

The Project Manager has the single, most important role in meeting successful project execution. Tom Epperson, P.E., will serve the City as Tetra Tech's Project Manager for the project. He will be the focal point for communications between the City, and members of the Project Team to ensure that the project needs are clearly spelled out and understood. As Project Manager, Mr. Epperson will be responsible for achieving the City's stated goals and ensuring compliance with project intent, completeness of the final deliverables, and satisfaction of the City. Mr. Epperson is, without any doubt, our very best project manager with extensive experience managing and designing all aspects of your project's needs.

We have assigned our very best Project Manager, Tom Epperson, to manage all design components and to ensure this project exceeds your expectations!

Key, Senior Staff Involvement

A cornerstone to our continued success is the involvement of key senior staff at all stages of the project. In particular Steve Tedesco and Dale Wah will play key roles on the project as QA/QC Task Managers. Both are long time employees of our firm and are considered experts in reservoir design. All our team members are either located in our Irvine office or our San Dimas office. They are all available to provide daily interaction and assistance as required.

Other critical team members include Mark Bush who will lead our civil and piping design, Mike Tsoi who will be responsible for mechanical design, Victor Ramirez who will lead our structural design, Mazen Kassar who will lead our electrical and instrumentation designs. Ms. Luanne Bean will lead our construction support services.

The following table highlights the following for each team member: project responsibilities, company, office location, years of experience, and the number of concrete reservoirs they have been involved in the design. Abridged resumes of each team member are included in the Appendix.

Key Personnel	Project Responsibility	Project Time Commitment	Home Office	Years Exp.
Tom Epperson, P.E.	Project Manager	33%	Irvine	32
Dale Wah, P.E., S.E.	QA/QC – Structural	5%	San Dimas	32
Steve Tedesco	QA/QC	5%	Irvine	32
Mark Bush, P.E.	Civil/Piping	33%	Irvine	18
Mike Tsoi	Mechanical	40%	Irvine	22
Victor Ramirez, P.E., S.E.	Structural Design	33%	San Dimas	21
Mazen Kassar, P.E.	Electrical & Control Task Manager	33%	Irvine	22
Luanne Bean, P.E.	Construction Management	25%	Irvine	25

Just as important as their experience and availability, is our planned approach to your project. Involving key senior staff is done during our initial in-house kick-off meeting, during implementation of the project, completion of alignment selection, and prior to all project milestone submittals. Additional involvement is also utilized if the project is met with unforeseen challenges that require their expertise.

PROJECT APPROACH

Based on our review of the Request for Proposal, meeting with your staff, and a job site visit, we have prepared a job specific approach to successfully complete this project. Our extensive experience with similar projects will ensure that the City will receive a high level of service delivered by qualified, knowledgeable engineering professionals.

Highly meticulous and coherent plans and specifications typify quality contract documents which in turn leads to a larger number of bidders, lower competitive bid prices (due to increased competition), and lowest overall cost. A high quality end product (quality contract documents) mitigates the potential, and impact thereof, of change orders, and sets forth a standard of quality the contractor must achieve.

We feel that contractors will provide lower bid prices on projects due the quality of the plans/specifications. We pride ourselves on the quality of our contract documents and invite the City to contact our references.

Yours is a very challenging project that should be managed by a well tenured team of professionals who have a history of successfully completing similar projects within schedule and under budget. No two projects are the same, although many are similar. The key is to utilize elements of work that have been successful and can be appropriately applied to this project, continue to improve construction efficiencies without lowering quality based on contractor feedback, and maximize the overall operational flexibility.

Grant Support

Our team is strengthened by the addition of DDB Engineering, Inc. (DDBE) to assist the City with administration of the \$2 million US Economic

Development Administration (EDA) grant that was awarded in late 2012 for this project. We have experience with preparing quarterly reports and administering grants from federal and State agencies for a variety of public works projects. We are familiar with the forms and backup documentation submittals that result in receipt of funding. Critical elements to success include close coordination with the engineer during design and construction phases and the City staff to provide all the required documentation and then follow-up to expeditiously address any questions. Furthermore, we understand the project schedule and how it relates to the grant.

Project Management

Tetra Tech's goal is to provide the necessary expertise and resources to deliver projects on time, within budget and in compliance with the design and construction standards set by the Client and approval agencies. We are very proud of our high level of repeat customers, which we attribute to our dedication and commitment to quality engineering and client satisfaction.

The project manager will continuously monitor the project percent complete versus due dates. If the project is not on schedule, staffing adjustments or other corrective measures are implemented.

Our computerized accounting system provides our project manager with access to project accounting data to monitor the project budget. Up-to-date accounting information is available to the project manager and engineers every Monday morning with detailed information and a budget summary for each task. By estimating the "percent complete" for each task, the project manager can make assessments of the project's progress versus budget and schedule and can implement corrective measures.

Emphasis on Quality

Tetra Tech has a well-established Quality Practices Manual (QPM) which will be in effect during the entire duration of the project. The QPM describes Tetra Tech's quality program policy and requirements for all engineering services. The purpose of the QPM is to define basic quality assurance and quality control (QA/QC) requirements that will guide, as applicable, all

Tetra Tech projects during planning, implementation, work product preparation, and field activities.

One of the first steps is to identify the project's goals, objectives, key issues and constraints. These will have been initially developed by the City's RFP and have been further expanded within this proposal. These will again be further developed as an agenda item for the kick-off meeting at which time further brainstorming of other items may arise. Once set, the goals and objectives become an underlying theme of the Contract and execution of the work.

These goals are communicated to all project stakeholders and design staff and are reviewed periodically throughout the duration of the project. If desired and agreed upon by the stakeholders, the goals and objectives can be modified as the project evolves. At the end of the project, the quality is judged on how the goals and objectives of the project are met. It is our desire to not only meet, but to exceed the goals and expectations of the City on this project.

A cornerstone to our continued success is the involvement of key senior staff at all stages of the project. In particular, Tom Epperson, Steve Tedesco and Dale Wah will play key roles on the project. Tom Epperson will serve as the Project Manager. Steve Tedesco and Dale Wah will be the QA/QC Task Managers. All are long time employees of our firm and are considered experts in steel tank, pump station and well design. These individuals will be working alongside the entire project team. They are both available to provide daily interaction and assistance as required.

Key Issues

Successful implementation of the project will involve resolution of several key project issues. We believe Tetra Tech has an unparalleled grasp of these issues based on our previous experience

covering all of your design aspects. Our approach to resolving the key project issues is summarized in the sections which follow. We have organized these sections to correspond to the specific project aspects:

**WATER STORAGE TANK
BOOSTER STATION
SANTA FE TANK WELL
CHLORINATION FACILITIES
SEISMIC RETROFITS
CONSTRUCTION SERVICES**

WATER STORAGE TANK

For more than 40 years, Tetra Tech has specialized in the design of new and rehabilitation of existing rectangular reinforced concrete and prestressed concrete reservoirs, steel tanks, and embankment-type water storage facilities. During the last 15 years, members of our project team have designed over 20 reservoirs, ranging in size from 0.5 MG to 33 MG. Our past projects demonstrate Tetra Tech's innovation and use of current state-of-the-art technologies in reservoir design, including special design features in response to sensitive environmental surrounds, as well as visual impacts within upscale residential developments.

Perhaps the best example of a consultant's ability to successfully complete a prospective project is their performance on past projects. We encourage you to contact our references for an unbiased review of our work performance.

To be successful in our business requires us to provide an excellent level of service to our clients so that we are positively considered for additional work. Therefore, our project managers are empowered by Tetra Tech with the responsibility and authority to make "service" the priority for the project. One of our goals in being selected for this assignment will be to demonstrate the successful performance of completing the project and having the opportunity to add the City of South Gate to the following list of references.

TETRA TECH | Steel Tank Seismic Design & Coating Inspection Experience

PROJECT/CLIENT	Capacity (MG)	SERVICES					
		Final Design	Structural Design	Seismic Anchorage Design	Reservoir Coating	Cathodic Protection	Construction Inspection
Reservoir 7A Replacement City of Pomona	0.9 MG	■	■	■	■	■	■
High Zone Reservoir R-41 City of Chino Hills	0.5 MG	■	■	■	■	■	■
High Zone Reservoir R-42 City of Chino Hills	2.0 MG	■	■	■	■	■	■
Cahuilla II Reservoir (145 Zone) Coachella Valley Water District	12.0 MG	■	■	■	■	■	■
Trilogy Reservoir Coachella Valley Water District	1.0 MG	■	■	■	■	■	■
Santos Ranch Road Zone 900 Reservoir City of Pleasanton	0.5 MG	■	■	■	■	■	■
Reclaimed Water Reservoir 2A City of Industry	2.1 MG	■	■	■	■	■	■
Ladera Ranch Non-Domestic Water Reservoir Santa Margarita Water District	4.0 MG	■	■	■	■	■	■
Reservoir 1C Cucamonga County Water District	9.0 MG	■	■	■	■	■	■
Wildomar 91 Potable Water Reservoir Elsinore Valley Municipal Water District	0.5 MG	■	■	■	■	■	■
Moulton Peak Recycled Water Reservoir Moulton Niguel Water District	2.0 MG	■	■	■	■	■	■
Replacement of Earthquake Damaged Reservoir Bighorn Desert View Water Agency	0.75 MG	■	■	■	■	■	■
Reservoir No. 13 Rowland Water District	1.0 MG	■	■	■	■	■	■
Break Pressure Reservoirs Rowland Water District	6.0 MG 7.3 MG	■	■	■	■	■	■
Horizon Drive Reservoir Los Angeles County Dept. of Public Works	0.5 MG	■	■	■	■	■	■
Reservoir No. 12 Rowland Water District	1.0 MG	■	■	■	■	■	■
Reservoir No. 14 Rowland Water District	1.0 MG	■	■	■	■	■	■
Reservoir 4A La Habra Heights County Water District	2.0 MG	■	■	■	■	■	■
Nicholas Beach Reservoirs Los Angeles County Dept. of Public Works	1.0 MG 1.0 MG	■	■	■	■	■	■
Mac Heard Reservoir Rowland Water District	2.0 MG	■	■	■	■	■	■
District 38, Lake Los Angeles Los Angeles County Dept. of Public Works	2.0 MG	■	■	■	■	■	■
Emerald Isle Reservoir Polygon Communities	0.5 MG	■	■	■	■	■	■
Topanga Forks Reservoirs Los Angeles County Dept. of Public Works	0.5 MG 0.5 MG	■	■	■	■	■	■
Ensco West Plant Site Process Tanks Ensco	MULTIPLE TANKS	■	■	■	■	■	■

The City is proposing to construct a new aboveground welded steel tank with a storage capacity of 1.8 MG at the City's existing Well No. 28 site located at 3414 Ardmore Avenue within the City of South Gate. Summarized herein are key design issues that we have identified for the 1.8 MG

Well No. 28 Water Storage Tank (this is based on the assumption of a steel tank per the RFP and the Environmental Narrative for the Economic Development Grant No 07-01-06903 dated August 6, 2013):

SUMMARY OF KEY ISSUES - STEEL TANK	
Issues	Tetra Tech Approach
Tank Roof	<ul style="list-style-type: none"> • Provide a vertical ladder or spiral stairway. (Tetra Tech recommends a spiral exterior ladder and vertical interior ladder). • Security. • Safety Railing. • Access hatch locations. • Level measurement (ultra-sonic, level probe or mechanical).
Tank Connections	<ul style="list-style-type: none"> • Install flexible joints (flex-tend joint assembly).
Tank Shell Access and Appurtenances	<ul style="list-style-type: none"> • Provide one manhole and one "flush type" hatch with drain. • Discuss water quality sampling station. • Discuss overflow piping and where discharge can be routed. • Reservoir mechanical slide (tank level). • Reservoir subdrain system.
Inlet/Outlet Control	<ul style="list-style-type: none"> • Discuss options for inlet/outlet control including aboveground piping or piping within a vault. • Locate to maximize ease of maintenance and operation while minimizing cost. • For tank mixing we have assumed the inlet and outlet to be located opposite each other. We have also assumed that the inlet and outlet will penetrate the shell and not through the steel floor. Floor penetrations can be problematic, especially if a seismic event occurs causing the tank to shift resulting in shear of the pipe at the floor connection. This results in a very expensive repair and takes the tank out of service for an extended amount of time.
Painting and Coating	<ul style="list-style-type: none"> • Match other City facilities.
Corrosion Protection	<ul style="list-style-type: none"> • We have assumed no corrosion protection will be required. The steel tank site will be over-excavated and clean non-corrosive subgrade material placed with an oiled sand blanket placed between the subgrade and the steel tank floor.
Security and Lighting	<ul style="list-style-type: none"> • Discuss security and lighting requirements with the City.

BOOSTER STATION

Based on the information in the Environmental Narrative for the Economic Development Grant No. 07-01-06903 the proposed booster pump station will consist of three duty pumps and one standby-by pump, each capable of pumping 1,250 gpm at system pressure from



Site Optimization is Critical

the new reservoir. The new booster pump station will be constructed within a concrete masonry building with gabled roof to match the existing City facilities.

Summarized in the table below are the key issues identified for the pump station design.

SUMMARY OF KEY ISSUES – PUMP STATION	
Issues	Tetra Tech Approach
System Hydraulics	<ul style="list-style-type: none"> • Prepare system curve. • Select pumps and confirm motor size. • We have assumed constant speed operation and that no surge analysis will be required.
Building Design	<ul style="list-style-type: none"> • For this proposal we have assumed that the building will match the City's existing buildings at the site and will consist of concrete block with a gabled roof. • Determine access points and size of doors. • Determine location of roof access hatches (for pump removal).
Mechanical Appurtenances	<ul style="list-style-type: none"> • Prepare a memorandum summarizing the mechanical equipment being proposed for the new pump station including pumps, flow meters, pressure reducing/relief valve, isolation valves and check valves. A meeting will be conducted with the City to discuss material preferences.
Electric Power Supply	<ul style="list-style-type: none"> • Coordinate new service with SCE. • Verify location of new service and connection point to SCE system. • Provide separate room for electrical equipment.
Instrumentation and Control	<ul style="list-style-type: none"> • Coordinate with the City to integrate control and instrumentation design with the City's SCADA system. Since there are other facilities at the site, we are assuming that the existing radio and antenna can be used. • Discuss control strategy of the new booster pump station with the City.

SANTA FE TANK WELL

The City is proposing to install a new well located at the City's Santa Fe Avenue Reservoir Site at 2700 Ardmore Avenue. The City anticipates that the well will produce approximately 2,500 gpm. An emergency diesel back-up generator will be provided in addition to a disinfection facility to disinfect the pumped groundwater with sodium hypochlorite. Tetra Tech is partnering with Richard Slade Associates (RCS) to support the groundwater well design and installation. RCS has been directly involved with the design and construction monitoring of numerous municipal-supply water wells in the Central Groundwater Basin. More

specifically, RCS was the groundwater consultant involved with the evaluation of the drill site and the design and construction monitoring of City Well No. 28 near South Gate High School. Because of our team's previous work for the City, we have a thorough understanding of the local hydrogeologic conditions. This understanding will be used in evaluating the feasibility and design of the proposed new well.

The following table presents some of the key issues we have identified as part of the well designs and demonstrates a very thoughtful approach that we have implemented for several other clients.

SUMMARY OF KEY ISSUES - WELL DESIGN

Issues	Tetra Tech Approach
Well Siting	<ul style="list-style-type: none"> • Provide adequate room for drilling equipment, including baker tanks and bins during drilling. • Provide reasonable access for future well rehabilitation work. This includes the pipe trailers for delivery of casing. • Provide necessary clearance from existing or abandoned wells (minimum of 25 feet but recommend 50 feet). • Locate nearest storm drain and electrical facilities to serve the new well. • Maintain clearance from existing sewers and storm drains. • Evaluate hydrogeologic characteristics. • Determine any environment/noise constraints.
Hydrogeologic Conditions	<ul style="list-style-type: none"> • Use existing database (E-logs) to define depths and thickness of each potential aquifer systems beneath the site. • Determine the depth, size and perforations. • Evaluate the Aquifer Storage and Recovery (ASR) capabilities. • Determine if risk of potential contaminated groundwater.
Well Pump/Motor Size	<ul style="list-style-type: none"> • Verify system hydraulics with potential capacity of well. • Obtain energy rate schedules for different size motors and prepare preliminary comparison of costs based on motor size verses energy rate per kW. • Select pumps from City's preferred manufacturers.
Well Enclosure	<ul style="list-style-type: none"> • For this proposal we have assumed that the building will match the City's existing buildings at the site and will consist of concrete block with a gabled roof. • Provide options for enclosing yard piping (outside or within well enclosure). • Provide separate room for electrical equipment.
Site Layout	<ul style="list-style-type: none"> • Confirm size of City's boom trucks and proposed parking/reach. • Prepare concept of well rehabilitation layout. • The site is already fenced; however the access gate size shall be reviewed to determine if the gate needs to be enlarged. • Evaluate electrical service and equipment size and access.
Noise/Aesthetics	<ul style="list-style-type: none"> • Provide sound panels during drilling operations. • Well building/enclosure to meet noise control requirements.
Electrical Upgrades	<ul style="list-style-type: none"> • Evaluate size of electrical service and equipment. • Coordinate new well with SCE. • Determine emergency power requirements.
Emergency Generator	<ul style="list-style-type: none"> • Discuss the diesel tank size and decide on emergency run time. Discuss type of tank (belly tank or external tank). • Discuss fire code requirements for diesel generators. The current fire code classifies diesel as a corrosive and due to code requirements the City may want to consider to enclosing it within a concrete block structure. • Discuss sound attenuation.

The following is a further description of some of these key issues.

Hydrogeologic Conditions: Based on the results of drilling and electric logging of City Well No. 28, it is likely that a sequence of silt, sand, and gravel interbedded with silt and silty clay (alluvial-type deposits) will be encountered to depths of approximately 1,200 to 1,250 feet bgs. These aquifer systems will be interbedded with and separated from one another by fine-grained (clayey) aquitards, and will consist of coarser-grained sediments interpreted to belong to the Gaspar, Exposition, and Gage aquifers of the Lynwood Formation and the Hollydale, Jefferson, Lynwood, Silverado, and Sunnyside aquifers belonging to the San Pedro Formation. The older and underlying Pico Formation, comprised of dark green-colored sandy clay, is generally considered relatively nonwater-bearing, and could be encountered at depth of between 1,200 and 1,250 feet bgs. Perforations in Well No. 28 were placed at several different intervals in the depth zone from 610 to 1075 feet bgs. The result was that the well was able to produce groundwater of potable quality, without treatment.

Our team has specific hydrogeologic experience with your groundwater wells!

Based on data from other City wells and from Well No. 28, an initial target drilling depth for the proposed Santa Fe well could be on the order of 1,300 feet and a design target pumping rate of 2,500 gpm appears achievable. A yield factor of 10 to 15 gpm/ft perfs and a specific capacity on the order of 50 gpm/ft ddn also appear possible.

Based on available water quality (obtained from the California Department of Public Health online database) for the closest City wells to the proposed well site (City Well Nos. 26, 27 and 28), groundwater pumped by these wells has displayed a predominantly Ca-HCO₃ water character with total dissolved solids (TDS) concentration values ranging from 320 to 450 mg/l and total hardness (TH) concentrations ranging from 170 to 240 mg/l. Iron (Fe) and manganese (Mn), each constituents of concern, were present in various groundwater samples collected from the wells, but were in many cases not detected (ND). Iron, when detected, was reported to be at concentrations ranging from 21 micrograms per liter (µg/L) to as high as 1,800 µg/L (the State Secondary MCL for

Fe is 300 µg/L), whereas Mn was reported as being between 16 and 260 µg/L, above its State Secondary MCL of 50 µg/L. Arsenic, when detected in these wells, was reported to occur at levels ranging from 1.3 to 5.6 µg/L (below its State Primary MCL of 10 µg/L).

Certain volatile organic compounds (VOCs) were also reported as being detected in Well Nos. 26, 27 and 28. For example, chloromethane, dichloromethane, tetrachloroethylene (PCE) and trichloroethylene (TCE)

were detected primarily in groundwater samples from Well Nos. 26 and 27 at relatively low concentrations (below 4.4 µg/L). Tert-butyl alcohol (TBA) was detected once in each of Well Nos. 27 and 28, and at concentrations around 3 µg/L.

Thus, isolated aquifer zone testing in the pilot borehole for the proposed Santa Fe Reservoir site well will need to be performed in order to isolate and test selected aquifer zones between the depths of 500 and 1,200 feet (these are the depth zones in which Well Nos. 26, 27 and 28 are perforated); such zone testing will help to possibly determine the aquifer depths where those detected VOCs may be occurring.

Site Logistical Well Construction Considerations: Our available in-house records for wells in the City of South Gate suggest that two former City water-supply wells may have been present at the Santa Fe Reservoir site. These former City Wells, Nos. 1 and 4, may have been abandoned and possibly destroyed in approximately 1943. Unfortunately, no driller's logs or other records for these two former wells are available and, thus, depths of drilling and construction data are unknown. However, because of the year the wells were destroyed, they were likely drilled many years before that date by cable tool drilling methods. Of importance will be to try to determine the former location of these wells, so as to provide adequate separation between these wells and the location of a new well at the Reservoir site.

The properties surrounding the proposed well site lie within a mixed residential and commercial land use area. Important logistical issues for the use of the existing property as a new well site and the construction of a new well include:

- The property is roughly 120 feet in depth and 160 feet in width. Thus, there appears to be adequate area for the placement of a drill rig and associated equipment.
- The site is entirely paved with asphalt and is surrounded by a chain link fence. The entrance to this chainlink fence appears narrow and this area may need to be enlarged for a drill rig to access the site, as this appears to be the only direct entrance from Ardmore Avenue to the site.
- A fire hydrant is present near the northeast corner of the site and can be used for "make-up" water needed during drilling. An alternate source may be existing piping/distribution lines for the City's water system, which could also be used as a source of "make-up" water during drilling. A water supply of roughly 200 to 300 gpm will be needed during drilling and construction of the new well.
- Residences are present approximately 150 feet north of the site, and also adjacent to the site on the east and on the southeast. Thus, sound mitigation measures will need to be implemented during drilling and construction of the new well.
- The City has a noise ordinance and restricted construction working hours during the week; due to the nature of well construction, a waiver will need to be applied for and granted to the contractor to allow him to work, as needed, 24 hours per day, 7 days per week. It should be anticipated that the construction project will entail approximately 6 weeks to perhaps as long as 8 weeks. The City should provide all neighbors, prior to the start of construction, with a letter detailing such items as: the purpose of the work; the length of the entire construction project; the fact that work will be performed (most of the time) 24 hours per day; large sound control barriers will be installed prior to construction to help mitigate noise from construction; and the name(s) of a key contact(s) at the City to call for additional information, etc.
- The construction of a storm drain from the site to either Santa Fe Avenue or Ardmore Avenue will be evaluated during the well site feasibility/suitability phase of the project for accommodating up to 4000 gpm of

groundwater discharge during well development.

Recommended Approach of Hydrogeologic Services: We have subdivided our Recommended Scope of Hydrogeologic Services into separate work phases:

- Well Site Feasibility Study
- Technical Specifications
- Field Observation of Well Construction Activities

The results of our field observation and monitoring will be tabulated as part of a final report and allow for the well to be designed in the field as part of an iterative design approach that optimizes design costs with construction scheduling and sequencing.

Well Site Feasibility Study: Our team will collect and review the available information (reports, maps, etc from various sources, from our company library) on geologic/hydrogeologic conditions in the region, along with well construction, water levels, and water quality data for other City wells (which we currently have in our in-house files) and for other non-City-owned wells in the vicinity of the potential well site. Further, we have a number of electric logs from both water wells and oil wells in the region, and these will be reviewed and correlated. Such electric logs are vital to our hydrogeologic study in order to understand and define the depth, thickness and continuity of potential aquifer systems during our analysis of the feasibility/suitability and preliminary design for new Santa Fe Reservoir well site.

Technical Specifications: We will develop Technical Specifications for the construction of the new wells covering:

- Drilling/construction methods
- Type and materials of sound attenuation for noise mitigation
- Downhole geophysical surveying (type of electric logs)
- Casing material types, casing diameters and casing depths
- The type and anticipated depths for the casing perforations
- The depth of the anticipated deep cement annular sanitary seal(s) and/or aquifer seals, and; the anticipated gravel pack gradation and depth placement

- Mechanical, chemical and pumping development criteria
- Water quality sampling (for discharge to the local storm drain for NPDES purposes and for the final wellblend water samples)
- Pumping tests (step drawdown and constant rate pumping tests) criteria
- Final video survey, alignment survey and completion of well head

Field Observation of Well Construction Activities: Based on previous work conducted on City Well No. 28 by our team during drilling and construction of that well, we anticipate that the pilot hole for the new well will be drilled to an approximate maximum depth of 1,300 ft bgs using the reverse circulation method (direct mud rotary will not be used for drilling the new well at this site). We anticipate that the average drilling rate will be on the order of 8 feet per hour. Thus, the contractor will require approximately 160 hours (approximately 7 days; not counting breakdowns or other delays) to attain this maximum estimated depth of 1,300 feet bgs.

Our geologists will also review fluid characteristics of viscosity, weight, and sand content to help check contractor conformance with the specifications. Samples of representative formation materials will be collected by the contractor during drilling to provide grain size distribution curves of these materials. Grain size testing is needed to select the final slot size for the casing perforations and the gradation of the final gravel pack. Grain size distribution tests will be performed on selected representative formation samples.

We will also help provide a detailed geologic log of drill cuttings at the drill site so that subsurface conditions can be documented. Documentation of the subsurface geologic conditions provides actual physical data to support subsequent analysis of the downhole geophysical surveys. Geophysical logging will be conducted to accurately determine the depth(s) to and thickness of possible water-bearing formations (aquifers), based on their electronic signatures.

We anticipate that a maximum of five (5) zones be selected for the isolated aquifer zone testing in the open pilot borehole for the new well. We will be present during the latter stages of zone development during pumping to collect groundwater samples for water quality testing.

Based on the step drawdown and constant rate pumping test data, we will provide a Memorandum to discuss static and pumping water levels, and the specific capacity for the new well. In addition, the Memorandum will provide our recommendations for the final operational pumping rate and pump depth setting for the permanent pump; these parameters will include factors for anticipated declines in specific capacity over time, and anticipated seasonal variations in water levels. Based on the testing data, we will recommend a pump depth setting and pumping rate.

CHLORINATION FACILITIES

We will develop chlorination facilities for disinfecting the well water before delivery into the potable water storage reservoir with a treatment system utilizing 12.5% bulk sodium hypochlorite. The sizing of the storage tank will be critical as it will need to comply with the fire code and requirements for containment, monitoring alarms and possible fire sprinkler system depending on the size. The new treatment system will include skid mounted metering pumps, chemical tank and piping. One option the City may want to consider is to construct a concrete containment area with sunshade in lieu of a fully enclosed building. Tetra Tech will assist with coordination with the permitting agencies including the Los Angeles County Fire Department and the California Department of Public Health.

SEISMIC RETROFITS

Seismic analysis of the existing above ground tank has been excluded from the scope of work. Tetra Tech can perform this work for an additional fee if requested by the City as we have performed this same service for the City at other locations as well as for numerous municipalities and cities throughout southern California.

CONSTRUCTION SERVICES

Tetra Tech offers complete in-house construction management services covering pre-construction services and construction management services in areas such as establishing bid packages, progress payments, resolving design issues, shop drawing review, RFI resolution, public notifications, as-built documentation, and claims resolution. An integral part is ensuring that your contractor complies with prevailing requirements. Our Project Team has provided similar services for numerous

clients throughout Southern California. We have a keen understanding of the services you desire for this project.

Under your direction, Tetra Tech's qualified personnel will provide construction management and construction observation/inspection services.

Our approach to projects under this contract will be to meet with project parties (Owner, Contractor) early to establish the construction schedule, establish a line of communication, and a review of the processes and documentation to be followed throughout the project duration. Regular meetings will be held to review progress of the work and to coordinate the construction activity. Where appropriate, permit agencies and other interested parties will be included. We believe the following items are essential to a successful project:

- Direct daily communications;
- Responsiveness to the contractor's requests and submittals;
- Sensitivity to construction impacts to adjacent residents and businesses;
- Responsiveness to citizen and business owner's complaints;
- Experienced, talented professionals to work closely with the City, residents, businesses, and contractor;
- Resolve disputes equitably and ensure the project is complete, with no unresolved claims or litigation;
- Work with all parties to keep your project moving and to exceed your critical path construction schedule;
- Complete thorough documentation of all issues. Meticulous documentation is critical for each project. Our project team understands this, and will provide excellent daily reports;
- Keep ahead of key issues which might delay final project completion, such as permit requirements and record drawings;
- Continued open communication and partnering with the City, contractor, and regulatory agencies;



- Anticipate problem(s) and/or change(s) in conditions and present solution(s) to the City in a timely manner.

Our knowledge of both design and construction aspects puts us in a unique position to successfully complete your project on time and within budget. With our knowledgeable and experienced team, there will be no learning curve; project implementation will begin immediately upon Notice-to-Proceed.

Every member of the proposed project team is a highly qualified, seasoned professional experienced with construction of public works, site developments, transportation projects, and facilities. Each of the proposed personnel is knowledgeable of Federal, State, and local standards, and has recently provided construction services to State and local agencies. We excel at communicating and working with local businesses and residents, and understand how critical it is to maintain public relations.

Project Coordination and Communication are keys to project success. Tetra Tech will actively promote the cooperation of all involved parties through the use of formal and informal methods. We will also work to coordinate the testing (geotechnical and surveying) as needed to maintain the overall project schedule. We have carefully chosen to augment our team with Leighton Geotechnical for compaction testing services as well as to provide any special inspections.

Change Order Management: Tetra Tech will establish and implement a system for the control of construction and procurement contract modifications as follows, subject to your review and approval:

- All Contract modifications proposed will first be described in detail in a Potential Change Order (PCO) issued by Tetra Tech to the contractor for a priced proposal.
- Tetra Tech will review requests for changes originating from the contractor and provide the appropriate reasoning for and the recommendations.
- Tetra Tech will ensure that the contractor has provided the appropriate cost backup

documentation, time cards, material receipts in accordance with the appropriate Contract Document specified labor, materials, and equipment markups and any other items to substantiate the cost of the work. PCOs submitted to Tetra Tech by the Contractor without the appropriate documentation will be returned to the contractor for further documentation. For Force Account change orders, Tetra Tech will ensure that the contractor is keeping accurate logs of his force account labor, equipment, and material usage and collected by our field staff on a daily basis. This is especially important for the publically funded projects to ensure that post-audit checks can be accurately documented in the future.

- Tetra Tech will ensure that the contractor has provided the appropriate time and materials documentation to substantiate any change in contract time. This includes analysis of the critical path of the approved baseline schedule. In order to obtain a change in contract time, or time extension, the Contractor must prove an impact to the critical path of the overall project, or an impact to milestone dates such as the substantial completion date, in order to obtain an official time extension.
- After receiving the required documentation from the contractor for a change order in advance of the work, Tetra Tech will conduct necessary evaluations of the provided documentation, and if acceptable will negotiate with the contractor to reach agreement on price, completion time and scope of work and, when agreement is reached, will prepare the necessary contract Change Order documents for approval.

Claims Avoidance is an issue we take seriously. Claims and change orders can be minimized with advance knowledge of potential problem areas. This is best accomplished by a thorough review of the plans and specifications together with field investigations as noted by our on-site staff. Minimizing claims leads to less costs, fewer schedule delays, and fewer problems. Tetra Tech will assist with identifying potential claims and meet with the City to help resolve any problems.

Cost Control begins with our Notice to Proceed. This is a feature that involves both our internal project costs and the construction costs from the contractor. To monitor our internal costs and

schedules, specific control systems are established and updated regularly within Tetra Tech. To monitor the contractor's costs, Tetra Tech will evaluate his Schedule of Values and Pay Requests as compared to the work completed and the contractor's schedule. Only work completed will be allowed to be submitted in the Contractor's properly formatted Pay Request, complete with the required lean releases, schedule update, and certified. By monitoring the contractor's baseline schedule against the actual earned value of the schedule, it can be estimated if he is ahead of or behind in schedule, and therefore construction costs. Tetra Tech will alert the City if the contractor falls behind schedule, because often this means the contractor is losing money and often will try and cut corners to catch up which will not be tolerated by Tetra Tech.

The Construction Manager, Construction Observer/Special Inspector: The Construction Manager, Construction Observer and Special Inspector make up the core of Tetra Tech's Construction Management Team. Furthermore, the service life of properly designed infrastructure depends on the construction method and quality of materials used in the construction. Tetra Tech's Construction Management Team will ensure that materials used in the work comply with specifications and are installed with the workmanship as required from the Contract Documents. Daily reports will be distributed to the City and serve as the basis for the weekly status reports.

Photographic Documentation of the work will be performed by the Tetra Tech Construction Management Team. Complete photographic documentation of all existing structures prior to the start of construction will be performed by Tetra Tech. Special attention to daily items will be paid to photographically document disputed work items, duplicated work, or defective work that has to be replaced or removed, completed work, extra work, permit requirements, and environmental issues including implementation BMPs.

Final Project Documentation: Tetra Tech will transmit our project files which will include all project construction documentation from daily reports, RFIs, submittals, as-built, etc.

CONSTRUCTION MANAGEMENT SCOPE-OF-SERVICES SUMMARY

PRE-CONSTRUCTION	CONSTRUCTION	STARTUP PHASE
<p>Meet and Confirm Requirements for the Project</p> <p>Establish Coordination and Communication Procedures (Phone, Email, Written)</p> <p>Coordinate Mobilization of Contractor(s)</p> <p>Pre-Construction Documentation, Video, Photos</p> <p>Conduct Pre-Construction Meeting</p> <p>Receive, Distribute, Log, Track Pre-Construction Submittals and RFIs</p> <p>Obtain Outstanding Consent Letters of Entry Agreement</p> <p>Review Contractor's Shop Drawings</p> <p>Review Contractor's RFIs</p> <p>Ensure Contractor has Secured Construction Permits</p> <p>Notify Residences/Businesses</p>	<p>Process, Log, and Track Submittals, RFIs, Change Orders</p> <p>Coordinate Construction Activities with Internal and External Stakeholders</p> <p>Construction Observation, Special Inspection Services, Verify Compliance with PS&E</p> <p>Geotechnical/Soils and Materials Testing Services</p> <p>Log, Track, Resolve, Negotiate on Behalf of the Developer Construction Change Orders</p> <p>Document Contractor's Work Daily Reports (Written and Photographic)</p> <p>Conduct Weekly Construction Meetings</p> <p>Coordinate Outside Services/Agencies</p> <p>Maintain Public Relations for Construction Activities</p>	<p>Monitor Contractor's Safety Compliance</p> <p>Evaluate Contractor's Compliance with Environmental Requirements, SWPPP, NPDES, BMPs, ESR, AQMD</p> <p>Evaluate Contractor's Traffic Control Compliance with Caltrans MUCTD</p> <p>Certify and Process Contractor's Request for Progress Payments</p> <p>Evaluate Contractor's Critical Path Construction Schedule against Actual Work</p> <p>Notify Residences/Businesses</p> <p>Maintain As-Built Drawings</p> <p>Review Contractor's Safety Program</p> <p>Maintain Construction Documentation</p>
<p>Prepare Preliminary and Final Punch Lists</p> <p>Obtain Lien Releases, Bonds, Guarantees, Closeout Documents</p> <p>Monitor and Document Contractor's Deficiency Corrections</p> <p>Receive Contractor's Final As-Built</p> <p>Production of Record Drawings</p> <p>Make Recommendation for Final Completion</p> <p>Coordinate and Observe Testing and Startup</p> <p>Demobilize from Site</p> <p>Provide Final Documents</p>	<p>Final Copies, Submittals, RFIs, Change Orders, Logs</p> <p>Contractor's Traffic Control</p> <p>Construction Observer's Special Inspector's Daily Reports</p> <p>Materials Testing Data</p> <p>Construction Documentation</p> <p>Contractor's CPM Baseline, Three Week Look Ahead, and Schedule Updates</p>	<p>Permit Compliance Documentation</p> <p>Construction Change Orders</p> <p>Contractor's Finalized Progress Payments</p> <p>Residential/Business Notifications (Days/Hours)</p>
<p>DELIVERABLES</p> <p>Video/Photographic Documentation of the Construction Condition</p> <p>Coordination and Communication Procedures</p> <p>Meeting Agendas and Minutes</p> <p>Evaluation of Baseline Schedule</p> <p>Contractor's Shop Drawings</p> <p>Contractor's RFIs</p> <p>Front End Documents</p>	<p>DELIVERABLES</p>	<p>DELIVERABLES</p> <p>Preliminary and Final Punch Lists</p> <p>Lien Releases, Bonds, Guarantees</p> <p>As-Built</p> <p>Final Record Drawings</p>

SCOPE OF WORK

Tetra Tech has carefully reviewed the scope of work contained within the Request for Proposal. For the sake of brevity, we are only including modifications/additions to the scope of work within this section.

Task 1000 Project Management/Administration/Meetings

We have assumed the following meetings during the design phase (Phase 1): kick-off meeting, 4 meetings (once a month), 2 design meetings and one presentation to the City Council for a total of 8 meetings.

Task 1030 Initial Engineering Study

Our proposal includes survey costs for each of the two sites.

Task 1040 Well Feasibility and Site Suitability Study

We have assumed the following as part of the requested hydrogeologic services:

- The City will provide well reports and water quality data for City wells within the area;
- Prepare a Source Water Assessment Program report for the Drinking Water Source Assessment Program;
- During pilot hole logging we have assumed a drilling rate of 8 feet per hour or approximately 7 days;
- A maximum of five (5) zones will be selected for the isolated aquifer zone testing in the open pilot borehole for the new well;
- During the borehole reams, we will provide telephone communication with the Driller and make two site visits to monitor reaming operations;

- Geologists will be present full time to monitor and record the installation of the recommended well blank and perforated casing, gravel pack and cement seal for the new well;
- Geologists will be present part-time to monitor well development by mechanical and chemical methods;
- Geologist will monitor step-down test. We anticipate three to four pumping rates;
- Geologist will be present part-time to monitor water level draw down;
- Geologist will observe casing alignment testing and the video survey while it is being conducted and the application of chlorine in the well disinfection;
- Assumed two meetings with City staff during project;
- Submit four (4) hardcopies of Final Summary of Well Construction Operations Report as wells as in PDF format.

Task 1050 Engineering, Design, and Preparation of Plans, Specifications and Estimates (PS&E)

We have assumed the following for the Geotechnical Investigation:

Our design is based on a steel tank design based on the information in the request for proposal and the Environmental Narrative. Tetra Tech will prepare a memorandum comparing the construction costs of an aboveground steel tank and aboveground concrete tank for evaluation by the City.

Our design effort is based on the design of on-site piping (within the property at each location) and connections to the existing City's system. Tetra Tech will evaluate the velocity within the existing piping within the near vicinity (within 100 feet of the site) to determine if the velocity is exceeding industry standard design and notify the City. The limits of piping replacement, if required, cannot be defined at this time and are therefore excluded from our scope of work.

We have assumed the following permitting agencies will be required for this work: Los Angeles County Fire, Los Angeles County Public Works, Los Angeles County Department of Public Health, South Coast Air Quality Management District, the City of South Gate Building and Safety Department and the Regional Water Quality Control Board. We have assumed that the local Department of Public Health will be deferred to and that coordination with the

State Department of Public Health will not be required.

We have assumed that a Water Quality Management Plan is not required. We can provide this for an additional fee, if requested by the City.

Our proposal does not include a noise analysis. As an optional item of work, we can conduct a survey to identify the noise sources and sensitive land uses in the vicinity of the two project sites. We can work with City to develop a single scenario for typical operational activities that will occur at both project sites once the project is completed. This scenario will assess future noise impacts with an investigation and analysis of alternative mitigation measures (e.g., building design, enclosures, baffles, barriers, lagging, silencers, etc.) which can be used to reduce the noise to levels that comply with the City's noise standards.

For the geotechnical investigation, we have assumed the following:

- Drill three (3) borings and four cone penetrometer tests (CPTs) all to a depth of 50 feet or refusal;
- Obtain Standard Penetration Tests from each of the three borings;
- Borings will be backfilled with drill cuttings;
- Pavement will be patched with cold-mix asphalt
- Geotechnical Analysis will include: geologic hazards, seismicity, liquefaction, grading and earthwork criteria, foundation recommendations, lateral earth pressures, temporary excavation design parameters, corrosion testing, probabilistic seismic hazard evaluation and site specific response spectra.
- We have assumed that all permit fees will be paid by the City at cost plus 20%;
- Work excludes removal of USA markings or landscape restoration;
- Borings will be performed during a normal

The Tetra Tech team is prepared to support the City regarding coordination with the USEDA Grant Administration. The following services are included within our scope of work:

- Attend up to two (2) coordination meetings/conference calls;
- Review grant agreement and project background;
- And assist the City in preparing the status reports based on USEDA quarterly reporting from January 2014 through May 2015.

The following services can be provided to the City if necessary as optional services:

- Prepare the status reports, instead of the City, based on USEDA quarterly reporting from January 2014 through May 2015; and
- Prepare justification for possible revisions and work plan amendment (Assume 1).

We propose to submit the following at each design submittal: drawings, 2 sets reduced set of plans (11x17) and two full size sets on "D" size paper drawings; and two copies of specifications. At the 100% submittal, signed full size Mylar drawings will be submitted along with the specifications. Electronic CADD files and PDF files will also be submitted at the 100% submittal.

Prepare Construction Drawings: The following is an estimated list of the required drawings for the steel tank and booster station site.

Title Sheet	1 sheet
General Notes Symbols Abbreviations	1 sheet
Horizontal Control Plan	1 sheet
Existing Site Plan	1 sheet
Precise Grading Plan and Reservoir Appurtenances	1 sheet
Site Details and Sections	1 sheet
Yard Piping Plan	1 sheet
Yard Piping Profile Sheet	2 sheets
Mechanical Plan and Sections	2 sheets
Site and Piping Details	1 sheet
Control Vault/Inlet/Outlet Piping Details	1 sheet
Steel Reservoir Details	2 sheets
Vault Details	1 sheet
Pump Details	1 sheet
Miscellaneous Details	2 sheets
General Structural Notes	1 sheet
Structural Observation & Special Inspection	1 sheet
Reservoir Foundation Plan, Sections & Details	1 sheet
Pump Station Exterior Elevations	1 sheet
Pump Station Foundation Plan	1 sheet
Pump Station Roof Framing Plan	1 sheet
Structural Typical Details	3 sheets
Electrical Symbols & Abbreviations	1 sheet
Electrical Site Plan	1 sheet
Single Line Diagram and Elevations	1 sheet
Power Plan	1 sheet
Control Plan	1 sheet
Schedules	1 sheet
Schematic Diagram	1 sheet
Interface to Existing Electrical Details	2 sheets
Instrumentation Symbols & Abbreviations	1 sheet
Power Monitor/Security	1 sheet
Total	39 sheets

The following is an estimated list of the required drawings for the well drilling and well equipping project. We are assuming that the City will only have one bid package. We can separate the documents into two bid packages for additional cost if the City decides to have two separate contractors. The City may want to consider this as there are two different sites and that require the expertise of different types of contractors. We have assumed that the well drilling and well equipping will be bid in the one contract. The City should be aware that the well pump size will be based on the feasibility report but may change after the well development is completed. The Contractor will need to wait until after the well development to submit the pump shop drawing submittal and this may also result in a change order from the Contractor depending if the pump differs from what the bid was based on.

Demolition Plan	1 sheet
Site Plan and Well Location	1 sheet
Well Section and Plan	1 sheet
Horizontal Control Plan	1 sheet
Precise Grading Plan	1 sheet
Site Details	1 sheet
Yard Piping Plan and Profiles	2 sheets
Piping Details	1 sheet
Well Equipping Plan and Section	1 sheet
Mechanical Well Head Detail	1 sheet
Mechanical Detail Sheets	1 sheet
Sodium Hypochlorite Plan and Section	1 sheet
Disinfection Details	1 sheet
Disinfection Process Flow Diagram/Details	1 sheet
Miscellaneous Details	1 sheet
General Structural Notes	1 sheet
Structural Observation & Special Inspection	1 sheet
Exterior Building Elevation (Well)	1 sheet
Exterior Building Elevation (Generator)	1 sheet
Well Foundation Plan	1 sheet
Generator Foundation Plan	1 sheet
Roof Framing Plan (Well)	1 sheet
Roof Framing Plan (Generator)	1 sheet
Foundation Details	1 sheet
Roof Framing Details	3 sheets
Disinfection Containment / Canopy	1 sheet
Miscellaneous Structural Details	1 sheet
Electrical Symbols and Abbreviations	1 sheet
Electrical Site Plan	1 sheet
Single Line Diagram and Elevations	1 sheet
Power Plan/ Control Plan	2 sheets
Schedules / Schematics	2 sheets
Interface to Existing Electrical Details	2 sheets
Instrumentation Symbols & Abbreviations	1 sheet
Power Monitor/Security	1 sheet
Total	41 sheets

We propose to match the existing City facilities at the site and utilize a masonry block building with a gabled roof.

We have assumed that no landscaping design will be required. We have also assumed that traffic control drawings will be prepared by the contractor. Requirements from the City for traffic control including lane closures, and working hours will be included in the specifications.

We will submit plans for permit approval to the jurisdictional agencies, however, the City of South Gate will be responsible for any permit fees.

Task 1080 Construction Bidding Phase Services

We have assumed that one addendum will be required.

Task 4330 calls for additional senior level and clerical support. We have assumed 24 hours of a senior level person and 24 hours for clerical support to be used on an as-needed basis.

Task 5600 Excavation Plan Services

Excavation plans are the contractor's means and methods. The adequacy of excavation plans are the sole responsibility of the contractor. We will review excavation plans only for submittal purposes and not

with respect to engineering design validation. The excavation plans will be required to be signed and sealed by a registered Civil or Structural Engineer within the State of California.

Task 7000 Special Engineer Services

No fees have been allocated for Task 7000, Special Engineering. Per the request for proposal, special engineering services are to be requested and authorized at a later date once they are defined. At the time of request, Tetra Tech will prepare a proposal and fee for the requested service based on the hourly rate schedule submitted with this proposal.

RELEVANT EXPERINECE AND REFERENCES

The Tetra Tech team assembled for your project has extensive experience in all aspects of design, construction, permitting and start-up. Our team has an excellent track record of completing projects on time, within budget and with a high level of quality.

Tabulated below is a summary of several similar projects that our team has either completed or is currently under design and the Client contact information:

SIMILAR WELL PROJECTS			
Client and Contact	Project Name	No. of Wells	Project Team Responsible Staff
CITY OF SANTA ANA Cesar Barrera 714/647-3387	Well Nos. 39, 36 and 34	3	Steve Tedesco, Tom Epperson, Mark Bush, Victor Ramirez
IRVINE RANCH WATER DISTRICT Steve Malloy 949/453-5570	IDP - Well 75, 76, 77, 107 & 110 and Wells ET-1 and ET-2	9	Steve Tedesco, Tom Epperson Mark Bush, Mike Tsoi, Victor Ramirez
CITY OF PARAMOUNT Chris Cash 562/220-2100	Well No. 15	1	Tom Epperson, Mark Bush Victor Ramirez, Mazen Kassar
CITY OF ORANGE Robert Baehner 714/288-2475	Well No. 27	1	Tom Epperson, Mark Bush Mike Tsoi, Laurence Esguerra Victor Ramirez, Mazen Kassar

SIMILAR TANK PROJECTS			
Client and Contact	Project Name	Volume	Project Team Responsible Staff
CITY OF TUSTIN Doug Stack 714/573-3163	Rawlings Reservoir (Concrete)	2-3.0 MG	Steve Tedesco, Tom Epperson, Mark Bush, Laurence Esguerra, Kyle Bohn, Victor Ramirez, Mazen Kassar
SANTA MARGARITA WATER DISTRICT Dan Ferons 949/459-6590	Ladera Ranch Zone B RW Reservoir (Steel) Ladera Ranch Zone II Reservoir (Concrete) Talega Zone A RW Reservoir (Steel) Talega Zone I Reservoir (Concrete)	4 MG 6 MG 4 MG 6 MG	Steve Tedesco, Tom Epperson Mark Bush, Victor Ramirez
MOULTON NIGUEL WATER DISTRICT Matt Collings 949/425-3552	Moulton Peak Recycled Water Reservoir (Steel)	1.5 MG	Steve Tedesco, Tom Epperson Mark Bush, Victor Ramirez
CITY OF SANTA ANA Cesar Barrera 714/647-3387	John Garthe Reservoir (Concrete)	2-5 MG	Steve Tedesco, Tom Epperson Mark Bush, Victor Ramirez

SIMILAR PUMP STATION PROJECTS			
Client and Contact	Project Name	No. of Pumps	Project Team Responsible Staff
CITY OF ORANGE Robert Baehner 714/288-2475	Reservoir No. 4 BPS New Santiago BPS	3 3	Steve Tedesco, Tom Epperson Mark Bush, Laurence Esguerra Victor Ramirez
SANTA MARGARITA WATER DISTRICT Dan Ferons 949/459-6590	Plaza PS	5	Steve Tedesco, Tom Epperson Laurence Esguerra, Mark Bush
IRVINE RANCH WATER DISTRICT Steve Malloy 949/453-5570	Zone 7 & H Pump Station	6	Steve Tedesco, Tom Epperson Mark Bush, Victor Ramirez

FEE

We propose to execute this work on a Time and Materials (T&M) based on our hourly rate sheet which is attached for your reference. We propose to complete the Scope of Work for the following fee:

Task	Fee
Task 1 - Project Management	\$ 19,350
Task 2 - Design	\$ 468,650
Design Services Subtotal	\$ 488,000
Task 3 - Water Storage Reservoir Santa Fe Tank Well	\$ 295,017 \$ 166,983
Construction Services Subtotal	\$ 462,000
Total	\$ 950,000

SCHEDULE

We have carefully reviewed your project schedule and although challenging, we believe that we have

presented some very thoughtful ideas on how to meet your expectations. To summarize, we think that adhering to the schedule can be achieved by:

- Perform utility research upon receipt of contract;
- Begin site survey and geotechnical investigation immediately upon receipt of Notice to Proceed;
- Utilize street improvement plans, google earth aerial photos and records drawings for each site to prepare exhibits during preliminary design;
- City reviews to be performed within 5 working days;
- Submit to permitting agencies at about 75% design level and include requirements as an addendum

We have identified the following schedule milestones on the attached schedule.



**EXHIBIT A - SW
2014-2015**

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

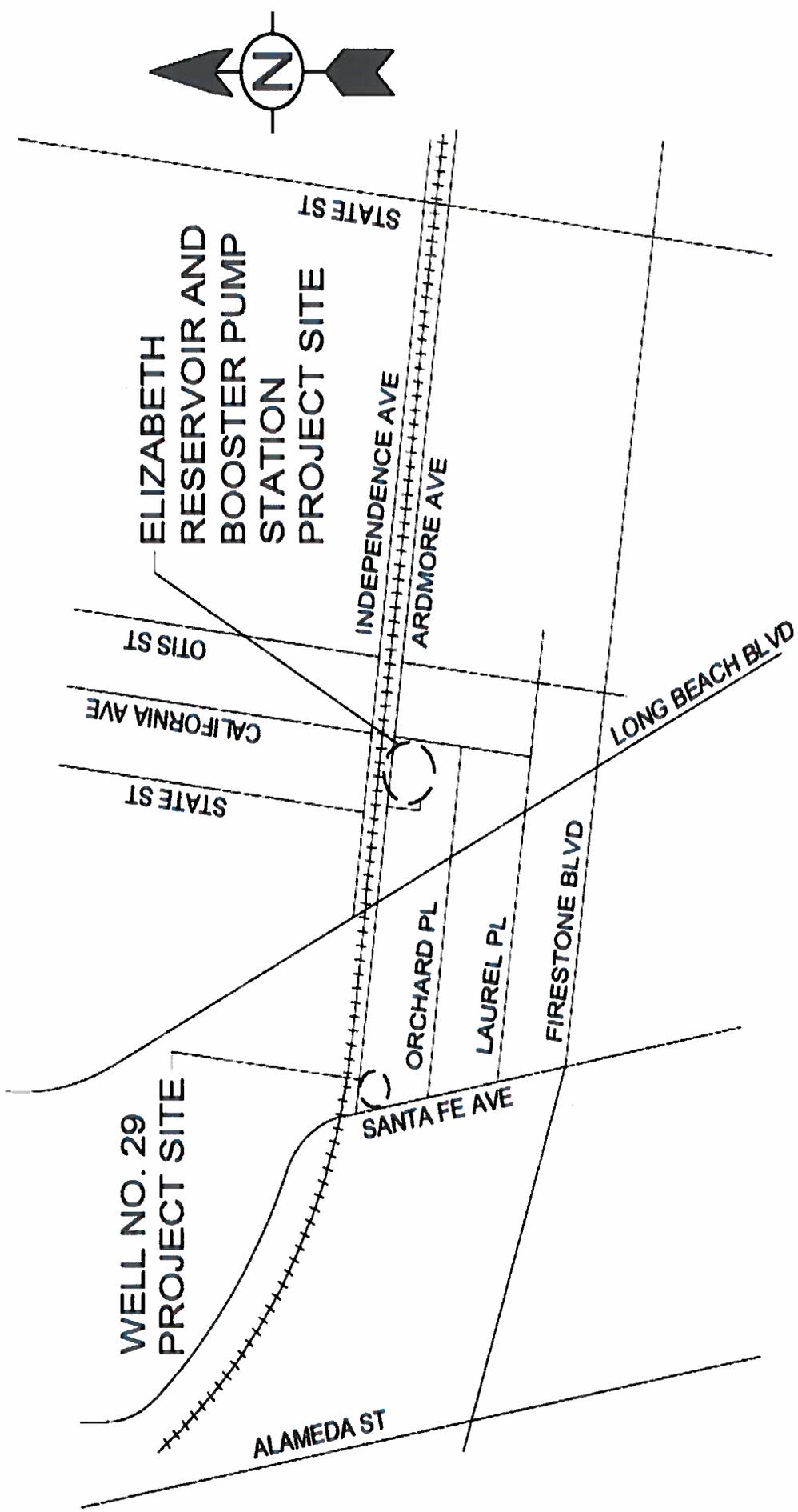
Project Management		Construction	
Project Manager 1	\$195.00	Construction Project Rep 1	\$78.00
Project Manager 2	\$250.00	Construction Project Rep 2	\$85.00
Sr Project Manager	\$275.00	Sr Constr Project Rep 1	\$110.00
Program Manager	\$297.00	Sr Constr Project Rep 2	\$115.00
Principal in Charge	\$310.00	Construction Manager 1	\$165.00
		Construction Manager 2	\$185.00
		Construction Director	\$233.00
Engineers		General & Administrative	
Engineering Technician	\$37.00	Project Assistant 1	\$67.00
Engineer 1	\$96.00	Project Assistant 2	\$75.00
Engineer 2	\$115.00	Project Administrator	\$95.00
Engineer 3	\$130.00	Sr Project Administrator	\$110.00
Project Engineer 1	\$135.00	Graphic Artist	\$130.00
Project Engineer 2	\$165.00	Technical Writer 1	\$97.00
Sr Engineer 1	\$170.00	Technical Writer 2	\$124.00
Sr Engineer 2	\$175.00	Sr Technical Writer	\$155.00
Sr Engineer 3	\$210.00		
Principal Engineer	\$300.00		
Planners		Information Technology	
Planner 1	\$104.00	Systems Analyst / Programmer 1	\$77.00
Planner 2	\$115.00	Systems Analyst / Programmer 2	\$115.00
Sr Planner 1	\$125.00	Sr Sys Analyst / Programmer 1	\$130.00
Sr Planner 2	\$151.00	Sr Systems Analyst / Programmer 2	\$196.00
Sr Planner 3	\$175.00		
Designers & Technicians		Project Accounting	
CAD Technician 1	\$65.00	Project Analyst 1	\$90.00
CAD Technician 2	\$75.00	Project Analyst 2	\$114.00
CAD Technician 3	\$90.00	Sr Project Analyst	\$155.00
CAD Designer	\$100.00		
Sr CAD Designer 1	\$118.00	Reimbursable In-House Costs:	
Sr CAD Designer 2	\$145.00	Photo Copies (B&W 8.5"x11")	\$ 0.15/Each
CAD Director	\$150.00	Photo Copies (B&W 11"x17")	\$ 0.40/Each
Survey Tech 1	\$50.00	Color Copies (up to 8.5"x11")	\$ 2.00/Each
		Color Copies (to 11"x17")	\$ 3.00/Each
		Compact Discs	\$10/each
		Large format copies	\$0.40 S.F.
		Computer Usage: not to exceed	\$3.55/hour
		Mileage-Company Vehicle	\$0.80/mile
		Mileage-POV	\$0.55/mile*
		*current GSA POV mileage rate subject to change	
Health & Safety			
H&S Administrator	\$95.00		
Sr H&S Administrator	\$115.00		
H&S Manager	\$145.00		

All other direct costs, such as production, special photography, postage, delivery services, overnight mail, printing and any other services performed by subcontractor will be billed at cost plus 15%.

NOTE: Rates subject to change annually.

LOCATION MAP

NOT TO SCALE



Well No. 29 at the Santa Fe Tank Site,
Elizabeth Reservoir and Booster Pump Station at Well No. 28 Site

RECEIVED

SEP 19 2018

City of South Gate

CITY COUNCIL

Item No. 4

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

9:05am

For the Regular Meeting of: September 25, 2018
Originating Department: Community Development

Department Director:


Joe Perez

City Manager:


Michael Flad

SUBJECT: CHAMBER OF COMMERCE AGREEMENT RENEWAL

PURPOSE: The current agreement with the South Gate Chamber of Commerce (Chamber) expired June 30, 2018 and the proposed two-year agreement will provide for Chamber activities in Fiscal Year (FY) 2018/19 and FY 2019/20.

RECOMMENDED ACTIONS:

- a. Approve Agreement with the South Gate Chamber of Commerce for community promotion activities for FY 2018/19 and FY 2019/20 in the amount of \$50,000 per year;
- b. Appropriate \$50,000 from the unassigned General Fund balance to account number 100-601-42-6308 (General Fund- Community Development- Civic Engagement) to fund the cost of this agreement; and
- c. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.



FISCAL IMPACT: The total allocation amount over the two-year term is \$100,000. The Agreement proposes an allocation of \$50,000 in FY 2018/19 and \$50,000 in FY 2019/20. Payment will be made in four installments per year.

ALIGNMENT WITH COUNCIL GOALS: The approval of the Agreement will enable the Chamber to provide activities that support the goals of encouraging economic development and workforce development, as well as improving communications and civic engagement.

ANALYSIS: None.

BACKGROUND: Over the past several years, the City has contracted with the Chamber to undertake business promotion activities. The Chamber is requesting funding from the City in the amount of \$50,000 for FY 2018/19 and FY 2019/20 to continue providing services to the South Gate business community. This funding request is the same amount provided by the City in FY 2017/18.

The City's subcommittee responsible for reviewing the Chamber's performance, consisting of Mayor María Belén Bernal and Council Member Maria Davila, reviewed the Chamber's performance and determined that the Chamber met or exceeded all performance goals for 2017/18 that included:

- Successfully increasing its membership by at least 15% over the term of the FY 2017/18 Agreement. Membership increased by 63% and went from a membership total of 65 on July 1, 2017 to 106 memberships as of June 30, 2018.
- Successfully implementing the following new events:
 - **Southeast Los Angeles County Career Workforce Development Expo** - The 1st Annual event was held on Saturday, August 19, 2017, at the South Gate Municipal Auditorium from 9:00 am to 2:00 pm. A total of 63 exhibitors and 2,211 attendees participated in the event, including organizations such as Wal-Mart, Best Buy, Primerica, Excellence Realty, Caltrans, LAX, AFLAC, Curacao, and Citibank.
 - **Southeast Los Angeles County Business Expo** - The 1st Annual event was held on Friday, October 20, 2017, at the South Gate Municipal Auditorium from 9:00 am to 2:00 pm. Event included seminars and workshops with the following companies: Opportunity Fund, EDD, UI, FTB, SCORE, SBDC, Google, RISE Program, Excellence Realty, DGC, One Stop Employment Services, Inc., and HR Network, Inc. There were a total of 32 booths, and 240 guests in attendance.
 - **Speaker Series** - Partnered with the Rotary Club of South Gate and the City of South Gate to hold a September 20, 2017 speakers series event for South Gate businesses.
- Hosted the 2018 Mayor's State of the City Address and 2017 Children's Christmas Lane Parade.
- Promoted youth employment by offering four internships at the Chamber's office to South Gate students that participated in the California Latino Youth Leadership Program.
- Provided resources and promotion activities to the business community such as business workshops, trainings, networking events and ribbon cutting ceremonies for new businesses.
- Submitted quarterly performance reports and financial statements.

The City Council subcommittee is recommending a funding amount of \$50,000 for both FY 2018/19 and FY 2019/20. This amount includes a \$40,000 allocation and a \$10,000 stimulus package.

The proposed Agreement attached contains the scope of work recommended by the City Council subcommittee. The Chamber has reviewed the Agreement and agrees to the terms. Provided below is a summary of the terms in the proposed Agreement:

Continued Activities and Services

The Chamber will continue to disseminate information to the public about the benefits of locating a business in the City; serve as an informational bureau; maintain an office within the City which is accessible to the public; publicize City-sponsored activities and functions; advertise and promote the commercial expansion and development of the City; and work with the City, county and other public and private agencies to obtain appropriate information and services for prospective businesses. Furthermore, the Agreement includes partnering with civic groups in holding a "speaker series" event each year for local businesses and conducting ribbon-cutting ceremonies for new South Gate businesses.

The Chamber will continue to provide the Children's Christmas Lane Parade, the Mayor's State of the City Address, the Career Workforce Development Expo, and the Southeast Los Angeles County Business Expo.

The proposed Agreement also includes a performance measurement included in last year's agreement, whereby the Chamber will work to increase its membership by at least 15% each year.

Changes to Previous Agreement

The proposed Agreement includes the following changes from last year's Agreement:

- Adopting a two-year agreement for \$40,000 and a \$10,000 stimulus per fiscal year; and
- Providing additional verbiage to Section 2 (F) of the Scope of Work that states the Chamber will actively promote youth employment programs in South Gate, *"including placement of South Gate youths in internships with local businesses."*

Chamber's Tax-Exempt Status

The Chamber's tax exempt status has been confirmed by the Franchise Tax Board and California Secretary of State.

ATTACHMENT: Proposed Agreement with Scope of Work

FY 2018/19- FY 2019/20
AGREEMENT BETWEEN THE CITY OF SOUTH GATE
AND THE SOUTH GATE CHAMBER OF COMMERCE

THIS AGREEMENT is entered into this 25th day of September 2018, by and between the CITY OF SOUTH GATE, a municipal corporation (“City”) and the SOUTH GATE CHAMBER OF COMMERCE, a California nonprofit corporation (“Chamber”), and is made with reference to the following facts.

RECITALS:

WHEREAS, the City desires to advertise and promote the advantages of South Gate as a commercial and industrial center, disseminate information related thereto, solicit and respond to inquiries concerning its opportunities and advantages, encourage new commercial and industrial concerns, and provide assistance to established commercial and industrial enterprises as to their growth and expansion plans; and

WHEREAS, the commercial and industrial expansion of South Gate will benefit the residents and taxpayers of the City by generating additional revenues for the City, including sales tax revenue, and providing commercial and industrial centers conveniently located for South Gate residents, employees and consumers; and

WHEREAS, the promotion of industrial and commercial growth will generate new jobs for South Gate residents who are now commuting to out-of-area jobs and will tend to reduce unemployment; and

WHEREAS, the Chamber has been active within South Gate in fostering commercial and industrial growth and has facilities for disseminating information, soliciting commercial and industrial prospects, servicing both established and prospective commercial and industrial enterprises, and sponsoring special events which promote the commercial areas of the City; and

WHEREAS, the Chamber is a corporate entity separate and apart from the City and neither the Chamber nor the City exercise any governance or control over one another; and

WHEREAS, the Chamber requests that it is in good standing with the Secretary of State and that its corporate filings are current.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. PARTIES TO THIS AGREEMENT

The parties to this Agreement are as follows:

- A. City: City of South Gate
8650 California Avenue
South Gate, CA 90280

B. Chamber: South Gate Chamber of Commerce
3350 Tweedy Boulevard
South Gate, CA 90280

2. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

- A. The principle representative of the City shall be the City Manager or his designee.
- B. The principal representative of the Chamber shall be the President of the Chamber of Commerce.
- C. Formal notices, demands and communications to be given hereunder by either of the parties shall be made in writing and may be effective by personal delivery or by mail.
- D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person is changed, written notice shall be given five (5) working days of said change.

3. TERM OF AGREEMENT

The term of this Agreement shall be for two (2) years, commencing on July 1, 2018 and ending on June 30, 2020.

4. TERMINATION OF AGREEMENT

The City may terminate the whole or any part of this Agreement if the Chamber fails to meet the requirements of this Agreement. In the event that the City exercises their right to terminate any part or all of this Agreement, the City shall provide the Chamber at least thirty (30) days written notice of termination and shall delineate those sections or all parts of this Agreement which shall be terminated.

5. SCOPE OF WORK

The Scope of Work to be performed by the Chamber is provided in Exhibit A attached hereto.

6. CHAMBER PAYMENTS

The City agrees to pay to the Chamber a total of \$50,000 per year. The payments will be made in installments. The schedule is as follows:

For Fiscal Year 2018/19:

- The first installment in the sum of \$20,000 is to be paid by October 23,

2018. (*1st Performance Report due Tuesday, October 2, 2018*)

- The second installment in the sum of \$10,000 is to be paid by January 29, 2019. (*2nd Performance Report due Tuesday, January 8, 2019*)
- The third installment in the sum of \$10,000 is to be paid by April 23, 2019. (*3rd Performance Report due Tuesday, April 2, 2019*)
- The fourth installment in the sum of \$10,000 is to be paid by July 23, 2019. (*4th Performance Report due Tuesday, July 2, 2019*)

For Fiscal year 2019/20:

- The first installment in the sum of \$20,000 is to be paid by October 22, 2019. (*1st Performance Report due Tuesday, October 1, 2019*)
- The second installment in the sum of \$10,000 is to be paid by January 28, 2020. (*2nd Performance Report due Tuesday, January 7, 2020*)
- The third installment in the sum of \$10,000 is to be paid by April 28, 2020. (*3rd Performance Report due Tuesday, April 7, 2020*)
- The fourth installment in the sum of \$10,000 is to be paid by July 28, 2020. (*4th Performance Report due Tuesday, July 7, 2020*)

The City will follow the schedule indicated above provided the Chamber submits the performance reports as indicated in Section 8 of this Agreement. If the Chamber fails to provide the performance reports in a timely manner, the City reserves the right to withhold the installation/payment until the Chamber is in compliance with the performance quarterly report schedule.

7. DATA PROVIDED TO THE CHAMBER

The City shall provide to the Chamber, without charge, all data, including reports, records, maps and other information, now in their possession, which may facilitate the efficient performance of this Agreement.

8. PERFORMANCE REPORTS & DATA REPORTS

All data, including reports, records, maps and other information prepared or obtained by the Chamber in the course of performing the work required by this Agreement shall, upon request, be made available to the City free of charge without restriction or limitation on their use.

The Chamber shall provide performance reports to the City reporting on the funds specifically provided by this Agreement every quarter prior to each payment due date. The report will include the following information:

- Itemization of all monthly bank deposits
- Itemization of all payables including payroll
- Copy of complete bank statement
- Detailed report of memberships paid, including business name and amount

- Summary of activities for that quarter including dates, event names, participants, purpose, amounts received and expensed for that event

The performance reports and financial statements shall be provided to the City before each payment is released. The submittal deadlines for the reports and statements are as follows:

For FY 2018/19:

- 1st Performance Report and Financial Statement, July 1st – September 30th due Tuesday, October 2, 2018.
- 2nd Performance Report and Financial Statement, October 1st – December 31st due Tuesday, January 8, 2019.
- 3rd Performance Report and Financial Statement, January 1st – March 31st due Tuesday, April 2, 2019.
- 4th Performance Report and Financial Statement, April 1st – June 30th due Tuesday, July 2, 2019.

For FY 2019/20:

- 1st Performance Report and Financial Statement, July 1st – September 30th due Tuesday, October 1, 2019.
- 2nd Performance Report and Financial Statement, October 1st – December 31st due Tuesday, January 7, 2020.
- 3rd Performance Report and Financial Statement, January 1st – March 31st due Tuesday, April 7, 2020.
- 4th Performance Report and Financial Statement, April 1st – June 30th due Tuesday, July 7, 2020.

9. INDEPENDENT CONTRACTOR

The Chamber is an independent contractor and shall have no power authority to incur any department, obligation or liability on behalf of the City.

10. CHAMBER'S PERSONNEL

- A. All work required under this Agreement will be performed by the Chamber, or under the Chamber's direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by state and local law to perform such services.
- B. The Chamber shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement and compliance with all reasonable performance standards established by the City.
- C. The Chamber shall be responsible for payment of all employees' and subcontractors' wages and benefits, and shall comply with all requirements pertaining to employer's liability, worker's compensation, unemployment insurance and social security.

- D. The Chamber shall indemnify and hold harmless the City from any liability, damages, claims, costs and expenses of any nature arising from alleged violation of the Chamber's personnel practices.

11. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. In the performance of this Agreement, the Chamber shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. The Chamber will take affirmative action to ensure that subcontractors and applicants are employed and that employees are treated during their employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Affirmative action related to employment shall include, but not limited to the following: employment, upgrading, demotion or transfer; recruitment; lay-off or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of the Chamber for personnel to perform any services under this Agreement. The City shall have access to all documents, data and records of the Chamber and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

12. SUBCONTRACTING, DELEGATION AND ASSIGNMENT

The Chamber shall not assign, delegate or subcontract its duties or right hereunder, either in whole or in part.

13. ENTIRE AGREEMENT AND AMENDMENTS

- A. This Agreement supersedes all prior proposals, agreements and understandings between the parties and may not be modified or terminated orally.
- B. No attempted waiver of any of the provision hereof, not any modification in the nature, extent or duration of the work to be performed by the Chamber hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

14. RESOLUTION OF DISPUTES

- A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.
- B. If any action at law or in equity is brought to enforce or interpret

any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

15. EXHIBITS

The Exhibit "A" Scope of Work, to which reference is made in this Agreement, is deemed incorporated herein in its entirety.

16. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

17. EFFECTIVE DATE

Unless otherwise specified herein, this Agreement shall become effective as of the dates set forth below on which the last of the parties, whether the City or the Chamber, executes said Agreement.

SIGNATURE PAGE
FY 2018/19- FY 2019/20 AGREEMENT BETWEEN THE CITY OF
SOUTH GATE AND THE SOUTH GATE CHAMBER OF COMMERCE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereafter duly authorized.

CITY OF SOUTH GATE

María Belén Bernal, Mayor

Dated: _____

ATTEST:

Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:

DRAFT

Raul F. Salinas, City Attorney

CHAMBER OF COMMERCE

Jerry Brown, President

Dated: _____

EXHIBIT "A"
SCOPE OF WORK

1. The Chamber, acting by and through its Board of Directors, officers and members, agrees during Fiscal Years 2018/19 and 2019/20 to advertise and promote the residential, commercial and industrial advantages of the City, and the benefits of living in or locating business or industry within the City. In this regard, the Chamber shall perform the following functions:
 - A. Respond promptly to all correspondence concerning the advantages and benefits of living in or locating business or industry in the City, and to disseminate information by correspondence, publicity, paid advertising and personal contacts identifying such advantages and benefits.
 - B. Serve as an informational bureau for the benefit of the local public; to collect data and statistics of general interest, including information on commercial, industrial and residential advantages and opportunities which will benefit its members, the City and its residents and taxpayers.
 - C. Assemble and distribute such statistical and other information relating to the community as may be requested in inquiries directed to the City or the Chamber.
 - D. Maintain an office within the City which is accessible to the public and fully equipped for the purpose of disseminating information and answering correspondence and inquiries regarding the City.
 - E. Publicize, upon request, the City-sponsored activities and functions and to assist and coordinate with respect to such activities and functions.

2. The Chamber further agrees to advertise and promote the commercial and industrial expansion and development of the City and to cooperate with all agencies and individuals, whether governmental or private, in achieving such expansion and development. In this regard, the Chamber shall do the following:
 - A. The Chamber shall assemble and distribute to prospective industrial and commercial enterprises all necessary facts, materials and information relating to the City.
 - B. The Chamber shall work with the City, county and other public and private agencies to obtain appropriate information and services for prospective industrial and commercial enterprises.
 - C. The Chamber shall assemble and distribute such statistical and

other information as may be necessary to promote the commercial and industrial development of the City. In this regard, the Chamber shall direct all inquiries relating to commercial or industrial locations or developments within the City to City departments.

- D. The Chamber will continue to maintain a Business Resource Center. This center will contain maps, demographic information, business assistance information and public funding material to assist businesses in South Gate.
- E. The Chamber shall plan, organize and conduct grand opening/ribbon-cutting ceremonies for new South Gate businesses.
- F. The Chamber shall actively promote youth employment programs in South Gate, including placement of South Gate youth in internships with local businesses.
- G. The Chamber shall partner with civic groups such as Rotary Club of South Gate in holding a “speaker series” for local businesses.

3. **PERFORMANCE METRICS**

Over the term of his Agreement, the Chamber shall work to accomplish the following results:

- A. **Membership:** Increase Chamber membership (i.e. businesses, organizations, etc.) by at least 15% each year.

4. **SPECIAL EVENTS**

A. **Children’s Christmas Lane Parade**

In consideration of the City’s payment to the Chamber, the Chamber shall be responsible for production of the Christmas Parade, including responsibility for securing all volunteer help, notifying the City in writing of the date of the parade and the required security and clean-up needs.

Televising of Parade: The Chamber shall televise the Christmas Parade on television and make every attempt to also televise the Parade on local broadcast television at a reasonable date and time for family viewing. In such case, the Chamber shall be responsible for securing a contract for the professional production of the Christmas Parade, including television time and Televidics. A copy of said contract shall be furnished to the City at least ninety (90) days in advance of the parade date.

Parade Hours: The parade will be a minimum of two (2) hours in duration. The Chamber shall also be responsible for securing all sponsors, floats, band and other participants in the parade and for obtaining adequate

publicity in advance of the parade. The Chamber shall be responsible for providing the pre-parade reception at a location near the parade route.

Parade Security: The City will provide, at no cost to the Chamber, all required police security for the parade, a show-mobile for the announcers and judges of the parade, barricades for crowd control, post-parade street clean-up and bleachers.

Parade Entries: Any entry requested by the City will be included in the parade if the entry is submitted within the established entry deadlines, in conformance with entry requirements and at no cost to the Chamber.

B. Mayor's State of the City Address

The City will provide, at no cost to the Chamber, the use of the South Gate Park Auditorium facilities including the stage, lighting, sound system, and the set-up needed to conduct the event. The Chamber shall provide specific notification to the Parks and Recreation Department for setting arrangements and set-up at least ninety (90) days in advance of the event and based on availability. The City will also make available to the Chamber, without additional charge, the use of the South Gate Park facilities as needed for this event, provided that adequate reservations are secured a minimum of ninety (90) days in advance of the event.

C. Career Workforce Development Expo

The Chamber will plan, organize and host a Career Workforce Development Expo each year. This event will include organizations such as Hub Cities, East Los Angeles College and top employers in South Gate.

D. Southeast Los Angeles County Business Expo

The Chamber shall plan, organize and host a Southeast Los Angeles County Business Expo each year. This event will include such organizations as the LAEDC, Go Biz, SBA, and IRS.

E. Use of City Facilities for Additional Chamber Functions

The Chamber may request the use of City facilities at no cost for special functions provided that adequate reservations are made at least thirty (30) days in advance of the event.

F. Waiver of Special Events Business License Permit Fees

The Chamber may request the administrative waiver of two (2) special event permit fees per fiscal year. The Chamber shall be required to obtain and pay for any permits for all other special events in excess of two (2) per fiscal year.

RECEIVED

SEP 11 2018

City of South Gate
CITY COUNCIL

Item No. 5

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

1:10pm

AGENDA BILL

For the Regular Meeting of: September 25, 2018

Originating Department: Parks & Recreation

Department Director:


Paul L. Adams

City Manager:


Michael Flad

SUBJECT: 2018 SUMMER YOUTH EMPLOYMENT AND JOB TRAINING PROGRAMS UPDATE REPORT

PURPOSE: To provide the City Council with an update report on results of the Summer Youth Employment and Job Training Programs (Programs) which recently concluded.

RECOMMENDED ACTION: Receive and file update report on the results of the 2018 Summer Youth Employment and Job Training Programs.

FISCAL IMPACT: None

ALIGNMENT WITH COUNCIL GOALS: This program supports City Council Goal 3. Encourage Economic Development and Workforce Development.

ANALYSIS: The attached reports are provided to allow the City Council to evaluate the effectiveness of their investment in workforce development through the sponsorship of three Programs. Overall, a total of 28 youth participated in these Programs at a total cost of \$100,000. In addition to the information provided herein, both of the participating organizations will make a brief presentation.

BACKGROUND: For the second year as part of the regular budget process, the City Council allocated a total of \$100,000 to provide as grants to attract youth employment based non-profit organizations to South Gate and to provide summer job training programs for more South Gate youth. Youth qualifying for these Programs were between the ages of 16 and 25 years and must be South Gate residents. Three Programs were funded this year which included the Conservation Corp of Long Beach (CCLB), the California Latino Leadership Institute (CLLI) and a Summer Internship program offered by the City. A summary of activities is provided below. More detail is provided in the attached reports for each program.

The CLLI had a total of nine participants and billed the City for a total of \$36,000. These participants were joined by students from other nearby cities and participated in nine weeks of leadership development and activities designed to expand their community awareness and provide them with skills that will help them to reach higher and achieve more in their lives. The program also focused strongly on creating a commitment to their community through volunteerism and public engagement. It is the goal of the program for these participants to return to their communities and schools as engaged leaders.

The CCLB was awarded \$40,000 for their summer youth program and they had a total of 10 participants. To date, we have paid them \$16,995.63. We are awaiting their submission of additional invoices. Participants learned land management, landscape care and basic construction skills working on a number of local projects. Most of the summer participants will be continuing in the year round program with the CCLB. The CCLB helps prepare young adults for valuable skilled labor jobs and requires that all participants continue their education, whether High School completion or Community College classes while active in the CCLB.

The City had nine interns for the summer: six in the Parks & Recreation Department, one in the Administrative Services Department and two in the Public Works Department in the Engineering and Yard Divisions. They were each eligible to work up to 20 hours per week for nine weeks. To date, the City has spent \$16,055.76 on the program, however, there is still one more payroll period to be paid. In addition, the Engineering Division continued its unpaid internships with local college students for an additional three interns. So far, a total of six of these interns were offered employment with the City.

ATTACHMENTS: Conservation Corp of Long Beach Overview
California Latino Leadership Institute Overview

Conservation Corps of Long Beach City of South Gate Youth Employment and Job Training Program 2018

OVERVIEW:

Founded in 1987, the Conservation Corps of Long Beach (CCLB) is a 501(c)(3) nonprofit that strives to provide at-risk young adults and school-aged youth with diverse workforce and educational opportunities. Through conservation and community-based projects, corpmembers experience unique work environments, develop relevant professional skills, and gain specialized education. Specifically, CCLB offers a full array of services for youth and young adults through three major foci: *Conservation Programs* – job training, paid work experience, and occupational skills training; *the Education Corps Gateway Cities Charter High School* – an accredited alternative charter high school; and *Corpsmember Development* – case management, supportive services, and transition to post-Corps life. Additionally, because CCLB primarily centers on job training, CCLB fosters partnerships and community relationships that offer corpmembers paid work experiences, technical and trade skill training, life and career preparation, college readiness, and networking support.

Upon receiving the grant for the summer of 2018, CCLB recruited ten young adults in the South Gate community. On July 2, 2018, these ten corpmembers officially began their summer work program, focusing on urban greening. Led by trained CCLB supervisors, the recruits were assigned to crews that predominantly worked on projects in South Gate designated by City Parks and Recreation Staff. The first week of the program centered on safety and tool orientation, followed by work projects that specifically utilized those skills, community needs, and environmental stewardship. Working Monday through Thursday, the crew worked on a variety of urban greening tasks, including tree planting and landscaping. Below is an example schedule of tasks completed by the crew in a given week and the supervising agency:

Monday	Tuesday	Wednesday	Thursday
Tree Planting/Maintenance	Weed Abatement	Landscaping	Landscaping
CCLB Staff	CCLB Staff	City of South Gate Department of Rec & Parks Staff	City of South Gate Department of Rec & Parks Staff

TASKS:

Other tasks that the crew worked to complete are broken down below by the entity overseeing the work.

Conservation Corps of Long Beach

- Tree Maintenance
- Tree Planting
- Weed Abatement

Department of Rec & Parks

- Tree Maintenance
- Landscaping/Cutting Grass
- Gardening
- Litter Abatement

OUTCOMES:

The crew was composed of five males and five females. About 80% of the members are enrolled in college. The money earned this summer helped them with college tuition, books and materials, and other school related fees. In addition to school, the money earned helped them buy necessities for their families. Not only did they earn money but they developed a huge comradery, taking on any task eagerly and willingly. Finally, the crew experienced unique opportunities including a trip to Trabuco Canyon in the Santa Ana Mountains and participation in the environmental awareness program led by California Naturalist.

Because these recruits participated in this summer program, they are all eligible for a scholarship that can go towards school expenses. Information on this Conservation Corps of Long Beach Scholarship program has been and will continuously be provided to them so they can take advantage of this opportunity. At the completion of this program, nine participants returned to college, while one participant is joining CCLB as a corpsmember. CCLB participants are eligible to remain in our program for up to 18 months and have opportunity to work and learn while earning a wage on projects such as:

URBAN GREENING

- Urban forestry, tree planting, and maintenance
- Parkway and trail installation and maintenance
- Community garden development and implementation
- Construction equipment operation and safety training
- Hard-scape construction
- Demolition and de-construction
- Steam cleaning, hard-scape maintenance, & graffiti removal
- Litter abatement and recycling

ENERGY EFFICIENCY

- Solar photovoltaic installation and maintenance
- Weatherization
- Energy auditing services

WATER QUALITY & CONSERVATION

- Wetlands restoration, removal of invasive species, and riparian health improvement
- Rainwater catchment & collections systems design, installation, and maintenance
- Bioswale and groundwater recharge system installation
- Smart irrigation system installation and maintenance
- Turf removal & drought tolerant landscape installation

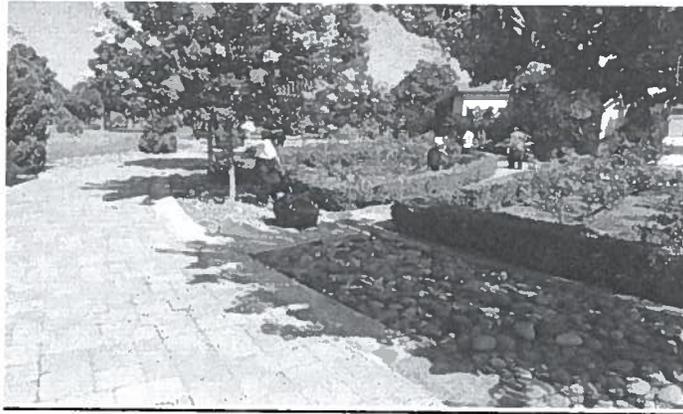
FOREST RESTORATION & FUEL ELIMINATION

- Fuelbreak maintenance and expansion
- Construction and installation of off-highway vehicle barriers
- Vertical mulching and clearing

ENVIRONMENTAL EDUCATION/INTERPRETATION

- National Forest Foundation Conservation Corps Partnership
- Interpretation and stewardship guidance to the public in Cleveland National Forest
- Outreach/education to the public throughout the City of Long Beach and other partnering cities

Overall, the 2018 City of South Gate Summer Youth Employment and Job Training Program was successful. CCLB appreciates the opportunity to work closely with the City on projects that enhance the surrounding communities while investing in youth and workforce development programs.





2018 City of South Gate - Close Out Report Southeast Youth Workforce Development & Civic Engagement Program

September 4, 2018

TO: Mr. Paul Adams, Director, Department of Parks & Recreation, City of South Gate

FM: Lisa D. Baca, Executive Director, CA Latino Leadership Institute

The California Latino Leadership Institute, (CLLI) 's 2018 Southeast Youth Workforce Development and Civic Engagement Program (Southeast Fellows) unique in its vision and rigor, was presented over 36 days from July 5, 2018 to August 10, 2018. No other Southeast high school program today specifically addresses the needs of the future Southeast workforce with equal passion for the needs of civically engaged leaders and soft skills development. To date, CLLI has a 100% track record of program success with 24 Southeast Fellow Alumni from the 2016 and 2017 classes, who are either in college or on the college academic track to start as Freshman in Fall 2018. With the August 10, 2018 graduation, CLLI proudly serves a total of 38 Southeast Fellow Alumni Family ranging academically from current College Sophomores to High School Juniors in the 2018-2019 academic year.

In 2018, CLLI successfully vetted 14 cohort participants with 10 from the City of South Gate. One of the South Gate participants dropped out during the first week due to an unforeseen family emergency. She will competitively reapply for admission in the 2019 cohort as a high school senior. Accordingly, the CLLI South Gate program budget allocation was reduced from \$40,000 to \$36,000.

CLLI successfully employed, trained and graduate all 14 Southeast Fellows, supporting their career academic pathway to higher education after high school. All 14 Southeast Fellows successfully completed the following:

1. Employment agency projects (first time employment experience for the majority of the 2018 cohort) with team placements at: South Gate Chamber of Commerce, Huntington Park Chamber of Commerce, Central Basin Water District, Los Angeles Unified School District – District 5 Office, Old Timers Housing Development Corporation and the Southeast Community Development Corporation;
2. Participation in four public policy field trips: 1. The Port of Long Beach-Global Import Export and impacts to Southern California Economy 2. MWD/WRD/ Central Basin Water District – Southeast Water sustainability and delivery system; 3. Southern California Gas Company- Natural gas and renewable energy and 4. TreePeople Education Center – Caring for the environment and the Southeast Urban Forest.
3. Civic Engagement Training at the Pat Brown Institute at California State University at Los Angeles (PBI-CSULA) implementing the "Civic High" Southeast Los Angeles curriculum. This is

- a classroom seminar session of 15-hour of instruction with a robust experience of a mock South Gate City Council meeting experience debating the merits of street vending;
- 4. Team community service project with TreePeople caring for over 24 trees;
- 5. June 2-day Family Academy with parents/family adult member presented in Spanish and complimenting the *Connect to Succeed* mind set curriculum of the team book, "*Seven Habits of Highly Effective People*", by Stephen Covey;
- 6. *Tee Up for Success* Saturday Golf Program presented at the South Gate 3 Par in partnership with the Southern California Golf Association Juniors Program. Fellows learned how to putt, chip, drive and score; and
- 7. One week of UCLA UniCAMP in the San Bernardino National Forest.

Program outreach and publicity:

CLLI prepared a short 2018 Southeast Fellows program video to be used on social media as well as a marketing tool for outreach with corporate sponsors and the 2019 application process:

<https://www.facebook.com/356091994540625/videos/920002274852727/>

The Central Basin Water District highlighted the Southeast Fellows program in their September 2018 newsletter (enclosed attachment). Fall 2018, the City of South Gate Vista Magazine will also include a photo and article on the program.

Sustainability and planning for the future:

To support the CLLI overall health, program growth and sustainability, a strategic effort was made over the summer working with the South Gate Chamber to diversify the CLLI's funding base beyond local municipal support. Some new CLLI relationships for 2018-2019 program expansion include: 1. World Oil, 2. Andeavor (Formerly Tesoro Petroleum), 3. Primestor Development, 4. Northgate Gonzalez Markets, and 5. Waste Management Company.

New program element additions for the 2019 cohort will be:

- 1. Fall 2018: launch of the Southeast Fellows Alumni Association to present monthly alumni activities and quarterly Saturday industry specific career seminars;
- 2. January 2019: South Gate 3 Par – *Tee Up For Success* launch of a regional youth golf league in partnership with the Southern California Golf Association Juniors Program; and
- 3. June, 2019: provide a 2- year certification CPR training for all Southeast Fellows as part of the curriculum.

The 2018 Southeast Fellows, CLLI Board of Directors and staff acknowledges and thanks the South Gate City Council, City Clerk, Carmen Avalos, Department of Parks and Recreation Director, Paul Adams, staff and the residents of South Gate for allowing the Southeast Fellows program to anchor in safe harbor within the City of South Gate. This stability has allowed the program to grow and flourish regionally into the other Southeast cities of Vernon, Cudahy, Huntington Park (including Walnut Park), Maywood, and Bell. CLLI looks forward to working with you in 2019.

Thank you.

RECEIVED

City of South Gate

CITY COUNCIL

SEP 19 2018

3:55pm

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

For the Regular Meeting of: September 25, 2018

Originating Department: Parks & Recreation

Department Director:


Paul L. Adams

City Manager:


Michael Flad

SUBJECT: REPLACEMENT OF RESTROOM #5 AT SOUTH GATE PARK

PURPOSE: To award contract for the construction, delivery and installation of a premanufactured restroom to replace existing Restroom #5 at South Gate Park near the Walnut Avenue Parking lot.

RECOMMENDED ACTIONS:

- a. Approve Purchase Order with the Public Restroom Company for purchase, delivery and installation of a pre-manufactured restroom building to replace existing Restroom #5 at South Gate Park near the Walnut Avenue parking lot, in the budgeted amount of \$229,988.00;
- b. Authorize the Mayor to execute the Purchase Order in a form acceptable to the City Attorney;
- c. Authorize the Director of Parks & Recreation to execute all subsequent agreements and documents as required to complete the acquisition and installation of the restroom; and
- d. Approve a contingency of up to \$70,012.00 for inspections, site preparation and project management costs not to exceed the total budgeted amount of \$300,000.00.

9/19/18 **FISCAL IMPACT:** Funds, in the amount of \$300,000.00, were budgeted in the Capital Improvement Program budget for the purchase and replacement of restrooms in FY 2017/18 and will be carried over to FY 2018/19.

ALIGNMENT WITH COUNCIL GOALS: This project supports City Council Goal 5 to continue Infrastructure Improvements and Priority #1 from the Parks & Recreation Master Plan which is to replace existing restrooms in parks that have not had their restrooms replaced.

ANALYSIS: Restroom #5 was closed in the beginning of 2017 due to age, excessive vandalism and safety concerns. Designs have been completed by David Volz Design (DVD) and pricing was obtained from the Public Restroom Company for the purchase of a new restroom that will be located along Walnut Avenue next to the last Boy Scout hut. Funds were budgeted for the purchase and replacement of the restrooms in the FY 2017/18 budget.

BACKGROUND: Built in the early 1980's, Restroom #5 is one of the last "single stall" restrooms left at South Gate Park. Staff is recommending the purchase and installation of a restroom from Public Restroom Company just south of the existing restroom.

The Public Restroom Company is the designated vendor for purchase of premanufactured restrooms for City parks. This is considered a sole source purchase to maintain compatibility of all restrooms across City parks for ease of service and maintenance.

If approved, the attached proposal will be executed, and a purchase order issued by our Purchasing Department. The quoted delivery schedule is 120 days and during that time, staff will utilize an outside contractor and City resources to complete the required site preparation. This work is expected to be within the \$70,012.00 allotted for contingency, inspection and prep work.

- ATTACHMENTS:**
1. Restroom Offer to Sell and Purchase Order
 2. Restroom Location Map

Price Proposal: South Gate Park Restroom
Date: 06/25/2018
Reference: 10265-6/20/2018-3
BuyBoard Contract: 512-16

Our Offer to Sell:

- 1. Base Restroom Building delivered to site @ \$204,030**
Public Restroom Company herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention. (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)*

- 2. Installation: Turnkey Installation of the Building above @ \$25,958 with retention allowed.**
Public Restroom Company also includes in this two part quotation our turnkey installation package for this building. Our national factory authorized installation team will:
 - a. Arrive onsite to confirm and verify the Owner / General contractor provided scope of work in preparation for installation including access to the site.
 - b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
 - c. Excavate the utility trenches for placement of our prefabricated underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
 - d. Set the building on the site pad.
 - e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

- 3. General Final Tie In of Utilities and other site work:**
The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by Owner / General.

- 4. Total Cost of base building and installation @ \$229,988**

OWNER SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Owner Scope of Work Background:

Owner shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner.
5. If unseen obstacles are present when site installation begins, it is the Owner's responsibility to properly mark them and verbally notify PRC before installation.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution:

If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner shall sign the change order before we will continue delivery.

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. The Owner is responsible for flushing all water service lines before final connection.
2. The **Owner** is responsible for the **final connections** of water, sewer, and electrical at the exterior of building POC's.
3. PRC provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
4. PRC provides and connects the interior building utility connections and the Owner or their subcontractor makes the exterior connections to POC's for services.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, that have the proper equipment and trained staff to fabricate our custom buildings to our high quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these special parts or chemicals. We then schedule the in plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Billing Terms:

We will invoice for our design, engineering, and architectural plans upon our submittal to you. Then, we invoice on a monthly in plant percentage of completion supported by photographs, State third party inspection reports, and State certification.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:

Site Inspection:

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree in the excavated trench (excavation by Owner / General to the proper depth per local code) into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

Your utility POC's start nominally 6' from the building footprint where we pick up the task and connect your services to the building stub downs. We provide all the under slab piping (including the driven electrical ground rod or lightning rod, if applicable.) The Owner / General brings utility services to within 6' of the pad.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6' from the building. The Owner pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6' from the building footprint and the Owner connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 180 day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

Exclusions/Exceptions:

1. Access issues for delivery of the building when the Owner / General contractor has not provided a proper path to the final site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. Any site soils damage or other site improvements if damaged during installation are by Owner / General.
2. If weather on site causes site delivery issues the delivery may have to be diverted to an offsite location and the additional costs will be a change order to the bid. Our staff works with the Owner / General in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner / General take risks for weather but this risk is clearly at the Owner / General's risk not PRC.
3. Any trench plates needed for protection of site soils, sidewalks, or site utilities.
4. Sidewalks outside the building footprint.
5. Survey, excavation, and installation of the building pad and footings, if required, per our plans previously sent.
6. Soil conditions not suitable for bearing 1500 psf. If no soils testing report is available before bid, owner must verify site supporting soils at a minimum of 1000 psf are the least we can place our structures on or owner or engineer of record must design a foundation system to meet the imposed loads of site placement.
7. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for the structure to install a 30 gallon pressure tank to provide the minimum flow rate and pressure. Building water service chlorination, post installation, is by Owner / General, not PRC.
8. Building permits, a site survey, special inspection fees, minor trash removal, final utility connections to the onsite water, sewer and electrical are by others and since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed,) is by others.
9. Our crane costs, which are included herein, are based on a maximum 35' radius from the center pin of the crane to center point of the furthest building module roof. If additional distance requires a larger crane, additional costs may be assessed by the crane company and a change order will be sent to the Owner / General.
10. The Owner / General shall be responsible for minor shrink wrap trash for building delivery protection and minor site debris removal or a location for placement on site (nominally one pickup truck of shipping materials.)
11. Site Traffic Control: If applicable, shall be by Owner not PRC.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we provide a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. The policy provides the owner as additional insured during this period.

PRC provides the Owner a policy rider to cover the building while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy covers each building module (section) for up to \$200,000. This exceeds the cost of any building module we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

PUBLIC RESTROOM COMPANY (Company) herein warrants that all work under this contract will be free from faulty materials and improper workmanship, except from proper and usual wear, and agrees to replace or repair, without cost to the Owner, all work found to be improper or imperfect, upon proper notice to the address stated below. Our Warranty is valid for 5 years from date of acceptance but shall be extended to 20 years for structural failure.

Our extended warranties shall have no effect on any required Performance and Payment Bonds whose Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the Owner / General contractor, bonding company, or architect/engineer of record.

Our warranty is enforceable only if all work performed by Company has been fully paid, including change orders, if applicable. Company has no responsibility for vandalism, neglect, abuse, or improper maintenance of the final completed building.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness. There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner's Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final owner approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.



No modifications to this offer shall be authorized unless confirmed in writing by the President of PRC.

**Offered by: Public Restroom Company by _____
Charles E. Kaufman, President**

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

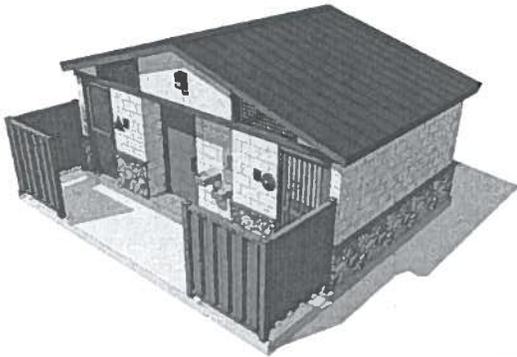
Accepted by:

Authorized Signature

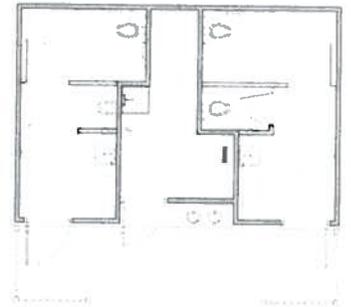
Date

Printed Name

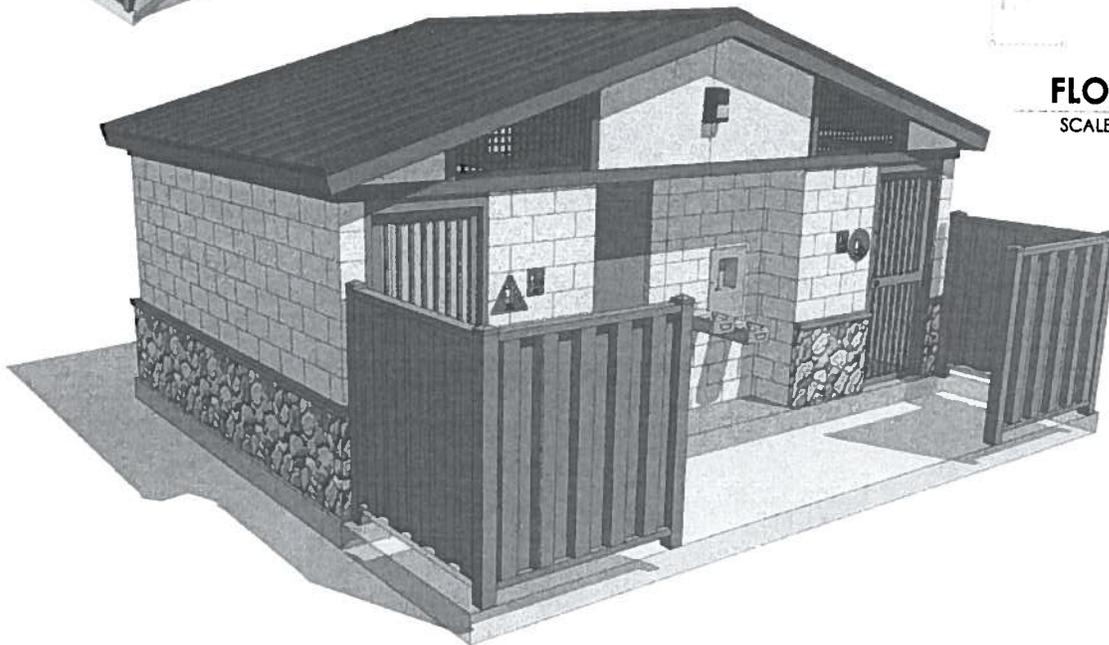
Legal Entity Name and Address



PROJECT REF: 10265-6/20/2012-3



FLOOR PLAN
SCALE: NOT TO SCALE



SOUTH GATE PARK
SOUTH GATE, CALIFORNIA

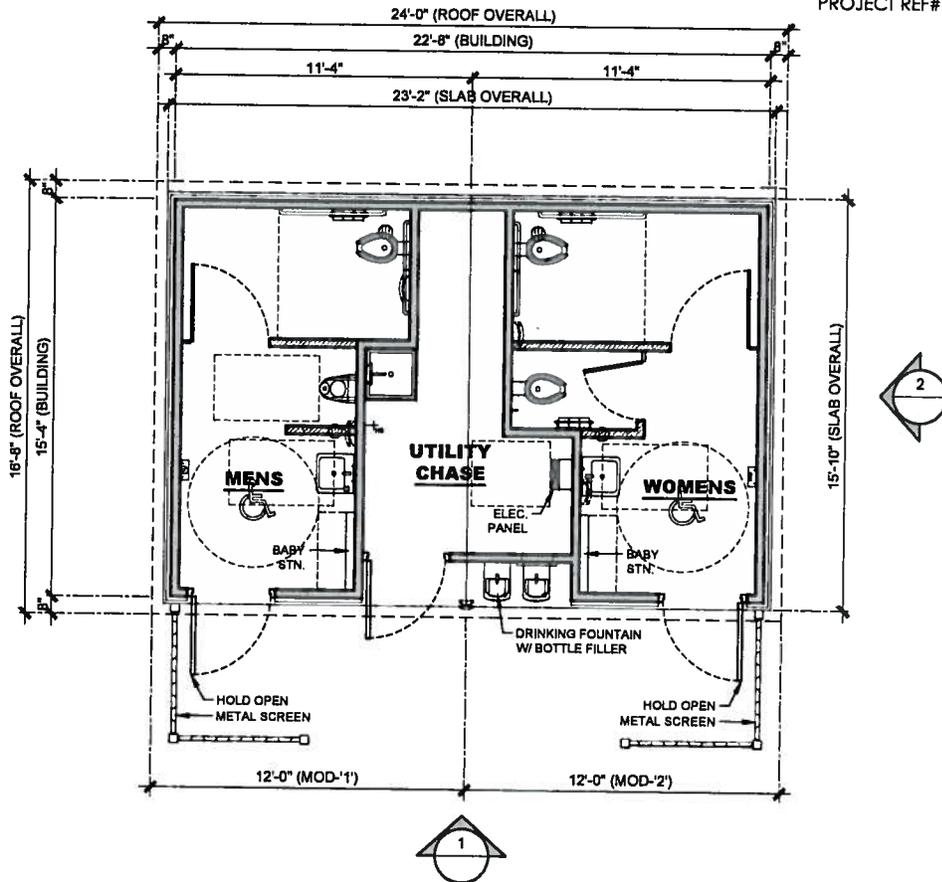
RESTROOM BUILDING

ART: MPE, JAN. 2012. DRAWING: JEFFREY A. REPRESENTATIVE. ALL RIGHTS RESERVED. THIS DRAWING IS THE PROPERTY OF PUBLIC RESTROOM COMPANY. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.



www.PublicRestroomCompany.com
350 BUSINESS PARKWAY
MILFORD, VT 05475
P. 802-888-1222 F. 802-888-1222

PROJECT REF#: 10265-6/20/2018-3



FLOOR PLAN
SCALE: 3/16"=1'-0"



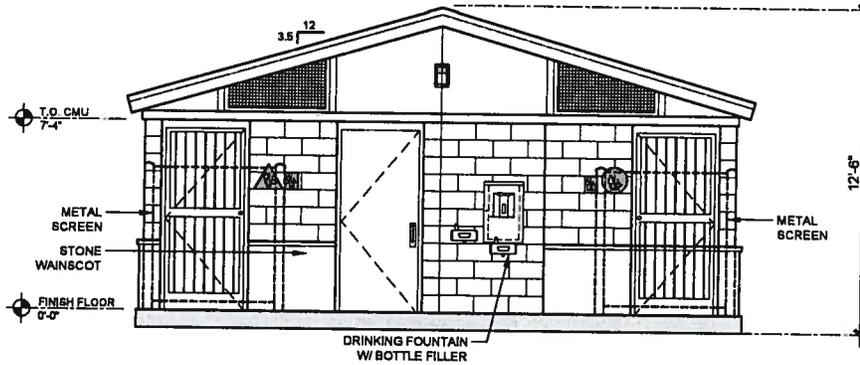
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BUILDING TYPE:	RESTROOM BUILDING
PROJECT:	SOUTH GATE PARK SOUTH GATE, CA

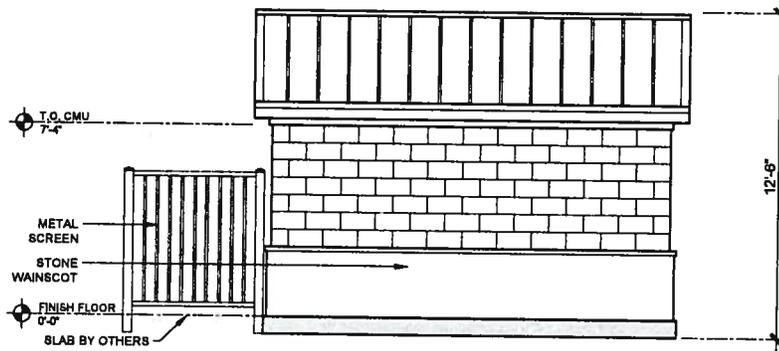
REVISION #	REVISION 6/20/2018	SHEET#
3	DATE:	A-1
	DRAWN BY: EOR	
PROJECT #:	START DATE:	MAX. PERSON / HOUR:
10265	8/4/2017	180 S
	DRAWN BY: EOR	

-NOT FOR CONSTRUCTION - PRELIMINARY DESIGN DRAWING ONLY - DO NOT SCALE DIMENSIONS PRESIDE

PROJECT REF#: 10265-6/20/2018-3



ELEVATION 1
SCALE: 3/16"=1'-0"



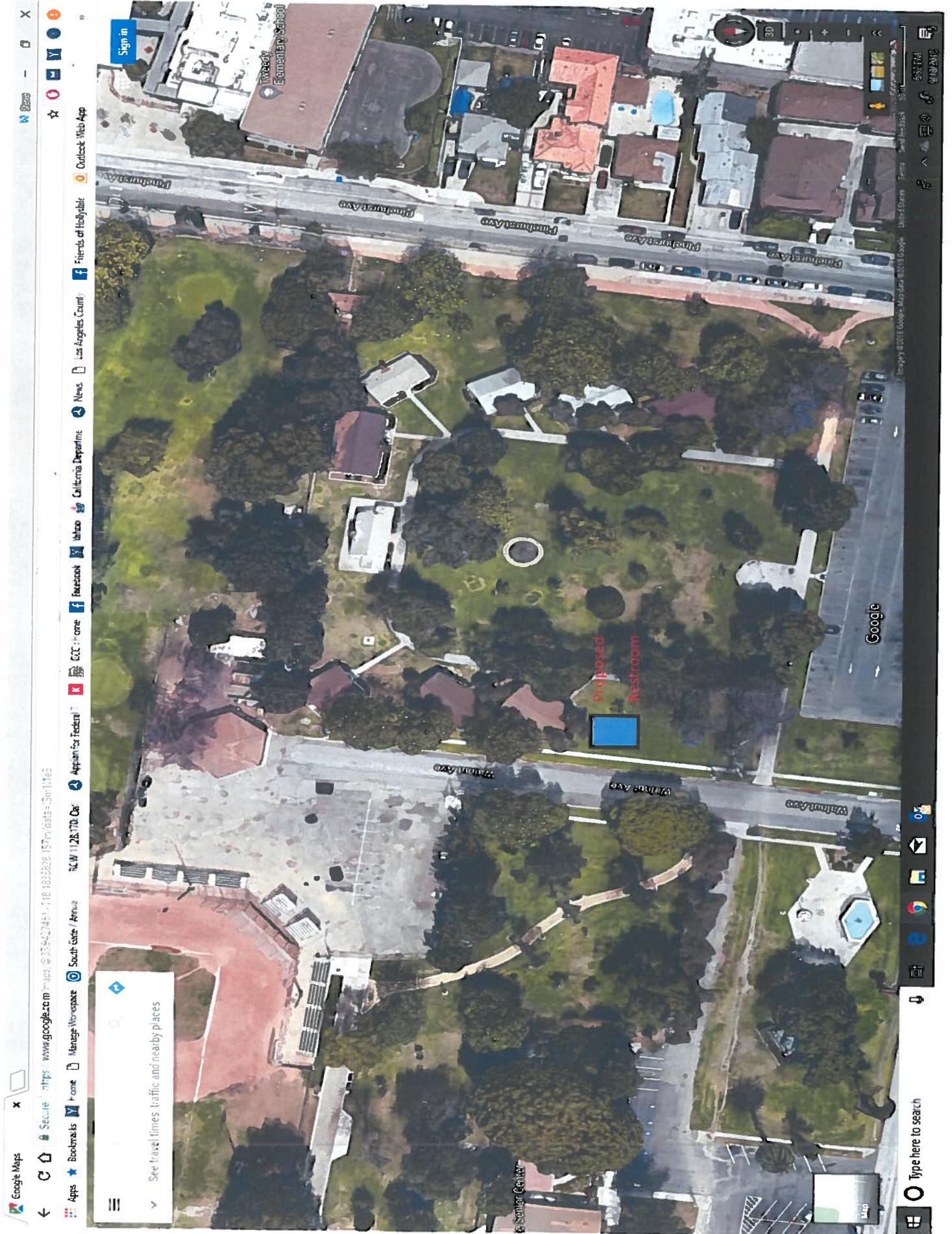
ELEVATION 2
SCALE: 3/16"=1'-0"

 PUBLIC RESTROOM COMPANY Building Better Places To Go.™ <small>PH: 888-888-3060 FAX: 888-888-1448</small>	<small>COPYRIGHT 2018 PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED, OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.</small>	BUILDING TYPE:	RESTROOM BUILDING	REVISION #	3	REVISION DATE:	6/20/2018	SHEET#	A-2
		PROJECT:	SOUTH GATE PARK SOUTH GATE, CA	PROJECT #:	10265	START DATE:	8/4/2017	MAX. PERSON / HOUR:	180 S
				REVISION DATE:		DRAWN BY:	EOR		
				PROJECT #:	10265	DRAWN BY:	EOR		

-NOT FOR CONSTRUCTION - PRELIMINARY DESIGN DRAWING ONLY - DO NOT SCALE, DIMENSIONS PRESIDE

CITY OF SOUTH GATE - PURCHASE ORDER - TERMS AND CONDITIONS

1. There is no acknowledgment copy of this Purchase Order. Any discrepancies in prices, quantities, items or delivery must be notified to buyer's Purchasing Department within 48 hours of your receipt of this purchase order. Any correspondence referring to the terms, prices, and conditions of this order must be directed to the buyer's Purchasing Agent.
2. Buyer furnished or paid for items: All artwork, specifications, tools, equipment and other items furnished to seller by Buyer or paid for by Buyer shall (A) Remain buyer's property, or upon acquisition by seller, shall become Buyer's property; (B) Be safely kept by seller in good and usable order; (C) Be promptly returned to Buyer upon request. Seller shall provide any and all reports regarding usage and acquisitions, schematics, diagrams, or any additional non-proprietary information as requested by the Buyer, in a timely manner.
3. Seller serves as an Independent Contractor and shall have no power or authority to incur any debt, obligation, or liability on behalf of Buyer. Further, Seller shall maintain all applicable insurance acceptable to Buyer at Seller's expense during term of this contract.
4. Freight: Excessive charges from incorrect description or from routing other than that given will be charged to Seller's account. Packing list must accompany each case or parcel showing Buyer's order number. No charges for transportation, containers, etc., will be allowed unless so specified in this order. Freight charges allowable pursuant to the terms FOB point of origin or FOB destination plus freight shall be prepaid by the Seller and must be itemized on the invoice and a copy of the paid express or freight bill shall be attached to the invoice. COD shipments will not be accepted.
5. Rejections: If any of the goods are found at anytime to be defective in material or workmanship or otherwise not in conformity with the requirements of the order, Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods at Seller's expense. Such goods are not to be replaced without written authorization from the Buyer. This order must be filled exactly as specified, no exceptions. Alternates or substitutes will not be accepted unless authorized by Buyer's Purchasing Agent. Where quality is questioned on any delivery any cost of inspection will be against the account of the Seller.
6. Responsibility for supplies: Seller shall bear the risk of loss or damage to the articles covered by this order until delivery of said supplies at the location designated by Buyer or at such other place as may be designated herein, regardless of FOB point or the point of inspection. Seller shall also bear the risk of loss or damage to supplies after Buyer gives Seller notice of rejection.
7. Changes: Buyer may by written order or at any time prior to final delivery without notice to sureties make changes within the general scope of this order in any of the following applicable drawings, designs, or specifications, method of shipment or packing and place or time of delivery. To the extent such change caused an increase or decrease in the cost of time required for the performance of this order, appropriate equitable adjustments in this order shall be made. Any claim by Seller for adjustment must be asserted within fifteen (15) days of receipt of the change. Failure to agree to an adjustment shall not excuse the Seller from proceeding with this order as changed.
8. Buyer shall have the right to cancel at any time for Seller's breach of any provisions of this order including failure to meet their stated delivery schedule. All or any portion of this order may be canceled by the Buyer if Seller, in Buyer's judgment, is failing to make sufficient progress so as to jeopardize performance of this order. In accordance with its terms buyer reserves the right to terminate the contract without penalty, without cause, immediately 10 days after written notice thereof if notice delivered to the Seller either personally, by fax, or by mail addressed as shown on the purchase order form.
9. In the event of Seller's breach, Buyer reserves the right to purchase the goods, service or materials from other subsequent sources, Seller may be liable to Buyer for the difference in price. Seller may also be liable for Buyer's costs and expenses in enforcing contract. Further, Buyer may offset such costs or expenses incurred against monies which may be owing to Seller.
10. Anti-Discrimination claim: It is the policy of the Buyer that in connection with all work performed under Public Works and Purchasing contracts that there be no discrimination against any prospective or active employee engaged in the work based on race, color, sex, ancestry, national origin, or religious creed and therefore the Seller agrees to comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act beginning with Labor Code Section 1410 and Labor Code Section 1735. In addition, the Seller agrees to require like compliance by all subcontractors employed.
11. Any controversy or claim arising out of or relating to the purchase order or the breach thereof shall be settled by arbitration at election of either party in accordance with the rules of the American Arbitration Association whereby judgment of an award rendered by the Arbitrator (s) may be entered in any court of jurisdiction.
12. Invoicing: Buyer's purchase order number must appear on all packages, invoices, and correspondence and invoices must contain exact information and line items as presented on the purchase order or all payment will be delayed until a correct invoice is presented. All documentation of unit pricing, services or other cost breakdowns as outlined in this agreement must be submitted to support the total fees invoiced.
13. Deliveries for all Departments must be made as directed. Nonpayment may result for merchandise delivered in any other manner. Cash terms shall be predicated on delivery date of the material as specified or from the date invoices are received in Buyer's Account Payable office, if the latter date is later than the date of delivery.
14. Seller agrees to furnish Buyer with two shop maintenance and two operation manuals which will include wiring schematics, part diagrams, alignment data and parts list on all purchases of equipment. 14A. Warranty: Unless otherwise specified on this purchase order, warranty on quoted equipment shall be one year for defective parts and/or workmanship and agrees to make available special replacement parts required to maintain the purchased equipment unless otherwise stipulated at time of equipment order.
16. Seller agrees to indemnify, defend and hold harmless the Buyer against any or all loss, liability, damages, demands, claims or costs (including attorneys fees) arising out of defective material and products, faulty work performance, negligent or unlawful acts and noncompliance with any applicable local State or Federal codes, ordinances, orders or statutes including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. This provision operates in addition to and is not intended as a limitation on any other warranty, expressed or implied.
17. No assignment by the Seller of the purchase order or any part hereof, or of funds to be received hereunder, will be recognized by the Buyer unless such assignment has had prior written approval and consent of the Buyer.
18. No participation in the procurement process shall be permitted by any vendor who has been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.



RECEIVED

Item No. 7

SEP 19 2018

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:00am

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: September 25, 2018
Originating Department: Police

Department Head: Dexter Amakawa City Manager: Michael Flad
Randall Davis

SUBJECT: PURCHASE ORDER FOR POLICE DEPARTMENT WELLNESS CENTER FITNESS EQUIPMENT

PURPOSE: To approve the purchase of fitness equipment for the South Gate Police Department Wellness Center.

RECOMMENDED ACTIONS:

- a. Approve Purchase Order with Advanced Exercise for the purchase of fitness equipment for the South Gate Police Department Wellness Center in the total amount of \$58,731.02, as budgeted, which includes the delivery and installation of all purchased equipment; and
- b. Authorize the Mayor to execute the proposal in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. Funds, in the amount of \$20,000.00 and \$43,038.00, were included in the FY 2017/18 and 2018/19 budgets, respectively, for the purchase of the fitness equipment.

ANALYSIS: None.

BACKGROUND: The issue of law enforcement safety and wellness is an important priority for Bureau of Justice Assistance (BJA) and the Department of Justice (DOJ). According to the *Preliminary 2017 Law Enforcement Officer Fatalities Report*, released by the National Law Enforcement Officers Memorial Fund (NLEOMF), as of December 28, 2017, there were 128 law enforcement line-of-duty deaths nationwide in 2017. Firearms-related deaths were the second leading cause of law enforcement deaths (44) in 2017, according to the NLEOMF report. Of those deaths, the leading circumstance was officers shot while responding to a domestic disturbance (7), followed by traffic enforcement, investigative activities, and dealing with a suspicious person or vehicle—6 instances in each circumstance. Additionally, deaths due to circumstances other than firearms- or traffic-related deaths increased by 61 percent in 2017, with 37 deaths compared to 23 in 2016. Sixteen of those deaths were due to job-related illnesses, including 10 due to heart attacks.

Based on the latest reports (2016 and 2015) from the FBI's *Law Enforcement Officers Killed and Assaulted* (LEOKA) data, there appeared to be a continuing increase in assaults between 2015 and 2016. There were 57,180 assaults in 2016 versus 50,212 in 2015. Of those, 16,535 resulted in officer injuries in 2016 compared to 14,281 in 2015. The 2016 LEOKA reports that there were 17 officers killed in ambush situations, which is an increase from 2015 when 4 officers were killed in ambush situations. BJA sees a vital need to focus not only on tactical officer safety concerns, but also on health and wellness as they affect officer performance and safety. It is important for law enforcement to have the tactical skills necessary, and also be physically and mentally well, to perform, survive, and be resilient in the face of the demanding duties of the profession. BJA encourages states to use JAG funds to address these needs by providing training, and paying for tuition and travel expenses related to attending trainings such as those available through the BJA VALOR Initiative, as well as funding for health and wellness programs for law enforcement officers.

The South Gate Police Department has an outdated and antiquated fitness and wellness center that does not meet the needs of the organization and its employees. With a heavy emphasis placed on employee wellness, the fitness and wellness center is being remodeled to a new state of the art wellness and fitness center which is expected to be completed in October 2018. A portion of the FY 2017 JAG Grant in the amount of \$20,000 was previously allocated to partially fund the equipment for the facility which will provide the organization with a more robust facility to maintain a higher level of personal health and wellness. The funding from the FY 2018 JAG Grant will be used to complete the purchase of all needed state of the art equipment for all Police Department employees.

ATTACHMENT: Advanced Exercise Proposal #035923-R1



advanced exercise

advancedexercise.com | 861 SouthPark Drive #100, Littleton, CO 80120 | 800.520.1112

CONSULTANT

Rick Moser
rmoser@advancedexercise.com
Phone: 310.500.5300
Fax: 303.996.0063

Date: August 15, 2018
Quote Expires: 45 day(s)
Proposal # 035932-R1

BILL TO

South Gate Police Department Wellness Center
8620 California Ave.
South Gate, CA 90280
Darren Arakawa
(323) 864-7285
darakawa@sogate.org

SHIP TO

South Gate Police Department Wellness Center
8620 California Ave.
South Gate, 90280
Darren Arakawa
(323) 864-7285
darakawa@sogate.org



CARDIO EQUIPMENT

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
CLST-DOMXX	Life Fitness	Integrity Series Classic Treadmill (\$7650 MSRP) 	<ul style="list-style-type: none"> • 4 H.P. (8 H.P. Peak) AC Motor • 0.5-14 MPH • 0%-15% Elevation • 20" x 60" Running Surface • 28 Workout Programs Including 6 Zone Training Programs • Integrated TV Controls • USB Charging Port • Heart Rate Monitoring: Life Pulse™ Hand Sensors and Polar® Telemetry • DX3 Deck Belt System • 83"L x 37"W x 62.25"H • 120V Dedicated 20AMP NEMA5-20R Receptacle 	4,950.00	1	\$4,950.00
CLSX-DOMXX	Life Fitness	Integrity Series Classic Elliptical Cross-Trainer (\$4880 MSRP) 	<ul style="list-style-type: none"> • 18" Stride Length • 25 Resistance Levels • 27 Workout Programs Including 5 Zone Training Programs • Amber LED Display • Integrated TV Controls • USB Charging Port • Heart Rate Monitoring: Life Pulse™ Hand Sensors and Polar® Telemetry • Self Powered with Optional Power Cord 	3,450.00	1	\$3,450.00
111446-001	Octane Fitness	Schwinn AirDyne Pro (\$1299 MSRP) 	<ul style="list-style-type: none"> • 26 Blade Resistance Fan • Belt Drive System • Multi Position Handlebars • Sealed Bearings at Pivot Points • Stationary Footpegs • LCD Tachometer Display • Polar Compatible • 9 Integrated Workouts • 55 in. L x 26 in. W x 53 in. H • Machine Weight 113 lbs. • User Weight Limit 350 lbs. 	850.00	1	\$850.00



advanced exercise



STRENGTH EQUIPMENT

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
CMDAP	Life Fitness	Signature Series Cable Motion Dual Adjustable Pulley 	<ul style="list-style-type: none"> • Oval frame 11-gauge tubing with powder coat finish • 1" solid steel weight plates • Rear weight stack shrouds • 22 adjustment positions per column • 1:4 resistance ratio • 3 position pull up station • Accessory kit & storage included • Machine Weight: 1265lb. • Weight Stack: 2 x 390lb. • Dimensions with pull-up handles: 44"L x 62"W x 95"H • Made in USA 	5,816.00	1	\$5,816.00
HS-SLP	Hammer Strength	Hammer Select Seated Leg Press 	<ul style="list-style-type: none"> • 2" x 4" and 2" x 3" 11 gauge steel tubing • Start Position is adjusted in five 10-degree increments • Rear Weight Stack Shroud • Add On Incremental Weight System • Maintenance-free, chrome steel rails offer smooth motion • User positioning and pressing angles are biomechanically optimized • Machine Weight: 810lb. • Weight Stack: 390lb. • Dimensions: 79"L x 40"W x 71"H • Made in USA 	5,531.00	1	\$5,531.00
HS-SLP-7002	Hammer Strength	Hammer Select Seated Leg Press SE Upgrade	<ul style="list-style-type: none"> • Additional Upgrades to Base Hammer Strength Select • Integrated Incremental Weight System 	260.00	1	\$260.00
OSLEC	Life Fitness	Optima Series Dual Leg Extension/Curl 	<ul style="list-style-type: none"> • Oval frame 11 gauge tubing with powder coat finish • Contoured cushions with molded foam • Solid steel weights with drop down increment weight • Low profile tower height of 57" • Optional front and rear shrouds • Dual function design for extensions and curls • Single adjustment to change exercise position • Machine Weight: 437lb. • Weight Stack: 202lb. • Dimensions: 64"L x 40"W x 57"H 	2,547.00	1	\$2,547.00
OS-SHROUD	Life Fitness	Optima Series Front and Rear Shroud Option	<ul style="list-style-type: none"> • Full Weight Stack Shroud 	168.00	1	\$168.00



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Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
HDLHRL	Hammer Strength	HD Elite Half Rack (Long Base) 	<ul style="list-style-type: none"> • Use as Stand Alone or Combo Rack • Requires Plate Storage Option • Anvil Bracing and Spider Gusset for rigidity • Hammer Lock bolting mechanism • Spotters Arms Included • Standard Chin Up Bar • Bar, Band and Chain Storage • 3" x 3" 7 Gauge Steel Tubing • Laser Cut numbers on uprights • Weight: 328lbs. Rack Only • 10 Year Frame Warranty • Made in the USA with American Steel 	1,802.00	1	\$1,802.00
HDLSTOR-SA-6201	Hammer Strength	HD Elite Standard Storage (Stand Alone) 	<ul style="list-style-type: none"> • Standard Storage for Stand Alone Racks • 5 Olympic Plate holders per side • 206lbs. 	980.00	1	\$980.00
HDLADJ	Hammer Strength	HD Elite Adjustable Bench 	<ul style="list-style-type: none"> • HD Elite Adjustable Bench • Back pad adjusts to 0, 15, 30, 45, 60 and 75 degrees • Seat pad adjusts from 0-30 degrees • Locks into rack with Dock N Lock option • Wheels for easy adjustments and transport • Dimensions: 50"L x 17.75"W x 18"H • Weight: 135 lbs. • Made in the USA with American Steel 	1,188.00	1	\$1,188.00
HDLDL	Hammer Strength	Dock-n-Lock Attachment Rail for Bench 	<ul style="list-style-type: none"> • Optional attachment locks in HDLADJ/HDLADJXL • Aligns and locks bench in the rack • 9 forward and rearward positions • For use with PR, MR, HRL, HRS & HDHR 	105.00	1	\$105.00
HDLPU-6501	Hammer Strength	2-Handle Pull-Up Option for Half Rack 	<ul style="list-style-type: none"> • Optional Chin Up with multi grip pull up handles • 1.25" rubber coated grips • Upgrade must be ordered with initial order • Use with PR only 	48.00	1	\$48.00



advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
HDLDIP-HR	Hammer Strength	Dip Handle for Half Rack 	<ul style="list-style-type: none"> • Optional Dip Bar • Ergonomic handle fits wide range of users • Textured black powder coated paint • For use with HRL and HRL only 	315.00	1	\$315.00
MJ-CORE	Life Fitness	Signature Series Cable Motion Multi-Jungle MJ Core 	<ul style="list-style-type: none"> • Oval frame 11-gauge tubing with powder coat finish • Total Weight: 225lb. • Dimensions: 32.5"L x 32.5"W x 94"H • Made in USA 	1,200.00	1	\$1,200.00
MJLP-STA	Life Fitness	Signature Series Cable Motion Multi-Jungle Lat Pulldown 	<ul style="list-style-type: none"> • Oval frame 11-gauge tubing with powder coat finish • Contoured cushions with molded foam • 1" solid steel weight plates • Includes pulldown bar • Total Weight: 340lb. • Weight Stack: 260lb. • Dimensions: 28.75"L x 37.25"W x 92"H • Made in USA 	2,203.00	1	\$2,203.00
MJRW-STA	Life Fitness	Signature Series Cable Motion Multi-Jungle Row 	<ul style="list-style-type: none"> • Oval frame 11-gauge tubing with powder coat finish • Contoured cushions with molded foam • 1" solid steel weight plates • Includes V-bar handle • Total Weight: 360lb. • Weight Stack: 260lb. • Dimensions: 6.75"L x 37.25"W x 92"H • Made in USA 	2,203.00	1	\$2,203.00
MJAP-STA	Life Fitness	Signature Series Cable Motion Multi-Jungle Adjustable Pulley 2:1 Ratio 	<ul style="list-style-type: none"> • Oval frame 11-gauge tubing with powder coat finish • 1" solid steel weight plates • 2:1 resistance ratio • Includes molded grip handle • Total Weight: 260lb. • Weight Stack: 190lb. • Dimensions: 14.5"L x 18.5"W x 92"H • Made in USA 	2,100.00	1	\$2,100.00

6



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Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
MJBLNKSHRD-STA	Life Fitness	Signature Series Cable Motion Multi-Jungle MJ Blank Shroud (No station, with shroud only)		240.00	1	\$240.00
						
DR-10	Troy Barbell	Two Tier Saddle Dumbbell Rack. Holds 10 Pair.		525.00	2	\$1,050.00
						
BB-10	Troy Barbell	Horizontal Barbell Rack (Holds 10 Bars)	<ul style="list-style-type: none"> • Flat Oval Tubing Welded Frame • Holds 10 Fixed Barbells • Chrome Plated Wear Guards • 29 in. L x 32 in. W x 53 in. H • 83 lbs. 	400.00	1	\$400.00
						
GHBPR	Troy Barbell	Horizontal Bumper Plate Rack with Wheels. 8 Slots.		175.00	1	\$175.00
						
5005FW	Inflight Fitness	Flat, Incline, Decline Bench with Wheels.	<ul style="list-style-type: none"> • 2" x 4" Flat Oval Steel Tubing • Flat, Incline & Decline • Seven Back Pad Positions • Four Seat Pad Positions • Wheels for Mobility • Unit Weight 94 lbs. • 53" L x 31" W x 49" H 	400.00	2	\$800.00
						



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Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
5010	Inflight Fitness	Utility Bench 	<ul style="list-style-type: none"> Rugged Frame constructed of 2 inch x 4 inch flat oval tubing Rubber wheels allow easy movement Back pad is angled ten degrees for comfort Space efficient design 50 in. x 26 in. (L x W) 	250.00	1	\$250.00

 **FREE WEIGHTS**

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
GOB-1800	Troy Barbell	7ft. Hard Chrome Olympic Power Bar 	<ul style="list-style-type: none"> 270,000 psi test bar 28.5 mm, no center knurling, hard chrome finish self lubricating double bushings Dual markings for Olympic and powerlifting 	200.00	2	\$400.00

LJC-PRO-BLU	Avus Designs	Lock-Jaw Pro Barbell Collar (Blue) for Power Cleans 	<ul style="list-style-type: none"> 2" Olympic Barbell collar Single action, secure lock design Additional snap latch For use with Olympic lift movements 	33.00	1	\$33.00
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LJC-OLY-BLK	Avus Designs	Lock-Jaw Olympic Barbell Collar (Black) for Half Rack 	<ul style="list-style-type: none"> 2" Olympic Barbell collar Single action, secure lock design For use with non Olympic lift movements 	30.00	1	\$30.00
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Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
GO-045R	Troy Barbell	Rubber Encased Olympic Grip Plate 45lb.		81.00	6	\$486.00
						
GO-025R	Troy Barbell	Rubber Encased Olympic Grip Plate 25lb.		45.00	4	\$180.00
						
GO-010R	Troy Barbell	Rubber Encased Olympic Plate 10lb.		18.00	4	\$72.00
						
GO-005R	Troy Barbell	Rubber Encased Olympic Plate 5lb.		9.00	4	\$36.00
						
GO-002R	Troy Barbell	Rubber Encased Olympic Plate 2.5lb.		4.50	4	\$18.00
						



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Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
UCBP45	UMAX	Rubber Bumper Plate 45lb. (Red)		148.00	4	\$592.00
						
UCBP35	UMAX	Rubber Bumper Plate 35lb. (Blue)		121.00	2	\$242.00
						
UCBP25	UMAX	Rubber Bumper Plate 25lb. (Yellow)		99.25	2	\$198.50
						
UCBP10	UMAX	Rubber Bumper Plate 10lb. (Green)		69.30	2	\$138.60
						
TSD-005-050R- SET	Troy Barbell	12-Sided Rubber Encased Dumbbells (10 Pair) 5-50lb. Set		1,038.00	1	\$1,038.00
						



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Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
TSD-055-100R-SET	Troy Barbell	12-Sided Rubber Encased Dumbbells (10 Pair) 55-100lb. Set		2,923.00	1	\$2,923.00



TZB-020-110R-SET	Troy Barbell	12-Sided Rubber Encased 10 EZ Curl Barbells 20-110lb.	<ul style="list-style-type: none"> • 12-sided rubber-encased • EX Curl hard chrome steel bar 	1,790.00	1	\$1,790.00
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TRAINING TOOLS

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
GMBR-PAC	Troy Barbell	Medicine Ball Pack	<ul style="list-style-type: none"> • Medicine Ball pack includes: • GMBR-6 • GMB-004 • GMB-006 • GMB-008 • GMB-010 • GMB-012 • GMB-015 	270.00	1	\$270.00



TRXCLUB4	TRX	TRX Commercial Suspension Trainer V4	<ul style="list-style-type: none"> • Commercial Durability • Locking Carabiner • Equalizer and Locking Loop • Rubber Handles • Extender • Adjustable Foot Cradles 	165.00	1	\$165.00
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advanced exercise



SPORTS FLOORING

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
MAW2313	Humane	Shok-Lok Rubber Platform Two Piece 7.5 ft. x 6 ft. x 3/4 in. Interlocking Mats w/ Beveled Edges	<ul style="list-style-type: none"> • Recycled Rubber Mat • Vulcanized Rubber • Interlocking Design • Two Piece Mat interlocked at center • 4 Beveled Edges 	200.00	1	\$200.00

Comments:
 CLST TREADMILLS & CLSX ELLIPTICAL ARE
 WHILE SUPPLIES LAST.
 NET 30 DAY TERMS WITH PO..

Subtotal: **\$47,443.10**

Freight, Delivery and Install: **6,425.00**
 Tax: **4,862.92**

Total: \$58,731.02

RECEIVED

City of South Gate

Item No. 8

SEP 19 2018

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

9:05am

For the Regular Meeting of: September 25, 2018

Originating Department: Public Works

Department Director:

Arturo Cervantes

City Manager:

Michael Flad

SUBJECT: NOTICE OF COMPLETION FOR THE CONSTRUCTION OF THE CALIFORNIA AVENUE WATER MAIN CROSSING AT FIRESTONE BOULEVARD, CITY PROJECT NO. 594-WTR

PURPOSE: Construction of the California Avenue Water Main Crossing at Firestone Boulevard (Project) is complete and the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City to accept completion of the project, and issue public notice of such, prior to releasing the retention payment.

RECOMMENDED ACTIONS:

- a. Accept completion of construction, effective August 24, 2018, of the California Avenue Water Main Crossing at Firestone Boulevard, City Project No. 594-WTR, performed by Steven Doreck Equipment Rentals, Inc.; and
- b. Direct the City Clerk to file the Notice of Completion with Los Angeles County Recorder's Office.

FISCAL IMPACT: There is no impact to the General Fund. The project is budgeted in the Capital Improvement Program with \$250,000 in Water Funds (Account No. 411-731-71-9573). The final construction cost was \$157,395. Design and construction management costs were \$20,600. The total implementation cost was \$177,995.

ALIGNMENT WITH COUNCIL GOALS: This Project meets the City Council's goal for "Continuing Infrastructure Improvements."

ANALYSIS: The Public Contract Code sets requirements that the City must abide to prior to making final payment on construction projects. Public Contract Code Section 7107 establishes that the City must accept the completion of construction and issue public notice of such prior to releasing final payment (known as the retention payment). This process is a mechanism to provide written notice (Notice of Completion) to concerned parties that all work on the project has been completed. The Notice of Completion initiates the period within which concerned parties may exercise their lien rights for the work they performed on the project. The City may use a part or all of the retention payment to settle any liens exercised against the City.

BACKGROUND: This project was implemented to enhance the reliability of the water system. The project entailed upsizing a 6-inch diameter water main to a 12-inch diameter along California Avenue. The purpose of the larger main is to carry water from the groundwater wells that were newly installed (Well Nos. 28 and 29) from the northern to the southern part of the City.

On July 22, 2018, the City Council approved Contract No. 3458 with Steven Doreck Equipment Rentals, Inc., for the construction of the Project in the amount of \$157,395. The construction began on August 7, 2018 and was completed on August 24, 2018.

The contractor has met all of the contract obligations. Work was performed in accordance with the approved specifications with acceptable quality and workmanship within budget and time.

The City Council may now accept the project as complete. The Notice of Completion can now be filed with the Los Angeles County Recorder's Office.

ATTACHMENT: Notice of Completion

AA:lc

RECORDING REQUESTED BY

AFTER RECORDING MAIL TO

CITY CLERK OFFICE
CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE is hereby given that:

- 1 The undersigned is owner of the interest stated below in the property hereinafter described;
2 The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
City of South Gate	8650 California Avenue South Gate, CA 90280	In Fee

- 3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)

4 A work of improvement on the property hereinafter described was COMPLETED ON August 24, 2018

5 The name of the CONTRACTOR, if any, for such work of improvement was STEVEN DORECK EQUIPMENT RENTALS, INC., 9075 Telegraph Road, Pico Rivera, CA 90660

6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

CALIFORNIA AVENUE WATER MAIN CROSSING AT FIRESTONE BOULEVARD, CITY PROJECT NO. 594-WTR -WTR

7 The street and address of said property is: 3501 Firestone Blvd. South Gate, CA 90280 Dated: 09-25-2018

8 Signature of _____ }

Owner or Owners María Bélen Bernal, Mayor, City of South Gate

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 } SS

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Signature: _____

Place Notary Seal Above

RECEIVED

Item No. 9

SEP 18 2018

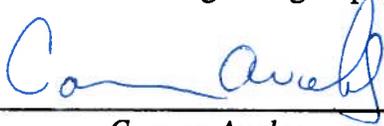
City of South Gate
CITY COUNCIL

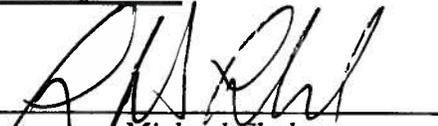
CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

11:25am

AGENDA BILL

For the Regular Meeting of: September 25, 2018
Originating Department: Office of the City Clerk

City Clerk: 
Carmen Avalos

City Manager: 
Michael Flad

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES.

PURPOSE: To historically preserve the events of the City Council Meetings.

RECOMMENDED ACTION:

- a. Approve the Special and Regular Meeting minutes of August 28, 2018; and
- b. Approve the Special and Regular Meeting minutes of September 11, 2018

FISCAL IMPACT: None.

ANALYSIS: The minutes are provided to the City Council on the Wednesday prior to their regular business meeting. Amendments should be provided to the City Clerk's Office within 24 hours of a City Council Meeting so that verification of the record and corrections are made accordingly. A revised document will be provided to the City Council prior to the Meeting.

BACKGROUND: The minutes typically describe the events of the meeting and may include a list of attendees, a statement of the issues considered by the participants, and related responses or decisions for the issues.

ATTACHMENTS: City Council Minutes

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, AUGUST 28, 2018**

- CALL TO ORDER** Mayor María Belén Bernal called a Special City Council meeting to order at 5:30 p.m.
- ROLL CALL** Sonia Guerrero, Recording Secretary
- PRESENT** Mayor María Belén Bernal, Vice Mayor Jorge Morales, , Council Member Denise Diaz and Council Member Al Rios; City Manager Michael Flad, City Attorney Raul Salinas
- LATE** City Treasurer Gregory Martinez arrived at 6:35 p.m.
- ABSENT** Council Member Maria Davila, City Clerk Carmen Avalos
- CLOSED SESSION** The Council Members recessed into Closed Session at 5:31 p.m. and reconvened at 6:40 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION

Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(c)

- a. Jose Jesus Barragan v. City of South Gate, et al.
- b. Mariana Rolf v. City of South Gate (WCAB)

On item 1(a), the City Council went into Closed Session to have a conference with the lawyers on Jose Jesus Barragan. This is a personal injury claim filed against the City which will go to trial this fall. The City Council received a report from the lead lawyer representing the City on the status of this case. Upon completion of the report there was no further action taken on this matter.

Item 1(b) involves a claim for Worker's Compensation in which the City Council received a report in regards to this claim by the City Attorney. Upon completion of the report there was no further action taken on this matter.

SPECIAL CITY COUNCIL MEETING MINUTES OF AUGUST 28, 2018

ADJOURNMENT

Council Member Davila unanimously motioned to adjourn the meeting at 6:42 p.m. and seconded by Mayor Bernal.

PASSED and **APPROVED** this 25th day of September, 2018.

ATTEST:

María Belén Bernal, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, AUGUST 28, 2018**

CALL TO ORDER: Mayor María Belén Bernal called a Regular City Council meeting to order at 6:44 p.m.

INVOCATION: Pastor Ernesto Trejo, South Gate Church of Christ

PLEDGE OF ALLEGIANCE: Naomi Nixon, South Gate resident

ROLL CALL Greg Martinez, City Treasurer

PRESENT: Mayor María Belén Bernal, Vice Mayor Jorge Morales, Council Member Denise Diaz, and Council Member Al Rios; Michael Flad, City Manager
City Attorney Raul Salinas

ABSENT: Council Member Maria Davila

LATE: Carmen Avalos, City Clerk arrived at the dais at 6:53 p.m.

1.
PRESENTATIONS Vice Mayor Morales appointed Naomi Nixon to the Parks & Recreation Commission to fill a vacancy; the appointment will be ratified by a majority vote of the City Council by motion of Vice Mayor Morales and seconded by Mayor Bernal.

2.
POLICE The City Council conduct a Public Hearing approving A, B and C by motion of Vice Mayor Morales and seconded by Mayor Bernal.

a. Authorizing utilization of 2018 Edward Byrne Memorial Justice Assistance Grant Funds, in the amount of \$43,038.00, from the U.S. Department of Justice, Bureau of Justice Assistance Grant Funds, for the purchase of fitness equipment for the Police Department Fitness and Wellness Center;

b. Increasing the FY 2018/19 revenue projection in account number 231-4620 (Police Grants - Edward Byrne Memorial Grant) by \$18,038.00, from \$25,000.00 to \$43,038.00; and

REGULAR CITY COUNCIL MEETING MINUTES OF AUGUST 28, 2018

2.

POLICE CONTD

c. Amending the FY 2018/19 Police Grants Fund budget by appropriating an additional \$2,458.00 to account number 231-554-21-9005 (Machinery & Equipment), and transferring \$40,000.00 from account number 231-554-21-5111 (Overtime Sworn) and \$580.00 from account number 231-554-21-5220 (Medicare) to account number 231-554-21-9005 (Machinery & Equipment).

Randy Davis, Chief of Police gave a brief presentation on this item.

Council Member Rios asked how the wellness center is planned on being utilized.

Chief Davis incorporated staff's input into what type of equipment would be installed. The plan was to tailor this project so that we don't go six months or a year from now and think retrospectively we should have done this. He mentioned that there is about six to eight weeks of construction left.

Mayor Bernal asked what this grant has been used for in the past.

Chief Davis responded that it was used for overtime and various police operations such as traffic.

COMMENTS FROM THE AUDIENCE

Carrie Monroe, 9533 Hunt Avenue is concerned with the image of South Gate. She stated that the Walmart in South Gate has all the merchandise locked up and feels that they treat the residents as if they are thieves. She also feels we need more officers at South Gate Park.

Gabriela Cid from Congresswomen Barragán's Office provided an update on August events.

Virginia Johnson, 5751 McKinley Avenue reminded everyone about the community meeting for Area 5 in the Auditorium on September 6.

Nick Godoy, 8611 San Gabriel Avenue spoke on traffic and parking issues on San Gabriel.

Tyler Morrison, 9824 S. Alameda Street spoke on the lack of Wi-Fi in City Hall.

Melissa Garcia, 2828 Ardmore Avenue is concerned with the safety and cleanliness of the City.

REGULAR CITY COUNCIL MEETING MINUTES OF AUGUST 28, 2018

COMMENTS FROM STAFF

Joe Perez, Director of Community Development also reminded everyone on the community meeting at South Gate Park. He spoke on the Grand Opening of Wendy's and Jersey Mikes.

Randy Davis, Chief of Police stated that the RING doorbell program is accessible to every resident in the City of South Gate.

Greg Martinez, City Treasurer thanked Paul Adams for a very successful Boy Scout Hut Committee Meeting. He also talked about the strategic planning that the city is starting for their computer system and at Walmart he is finding that all the merchandise is locked up and feels that we should have the same service that is provided in Walmart's that are in other cities.

Council Member Diaz attended the HUB Cities meeting, "A River for All" community event, the Urban Orchard Community Open House and on Sunday we did celebrate the 19th amendment which is the voting rights for women. She encourages women to become mentors and is hopefully that women will continue to succeed.

Council Member Rios stated that he is a part of the SELA Collaborative which consists of eight nonprofit organizations. Their main mission is to promote civic engagement, to build nonprofit capacity and promoting regional identity. They had a transportation policy round table that was well attended. Metro is doing some good things and informed everyone that Metro has a survey on their website and encouraged everyone to fill it out. He also shared that he experienced that same situation with Walmart and agrees that the situation is frustrating.

Vice Mayor Morales attended that California Contract Cities board meeting and the monthly City Manager's meeting. He also attended the League of California Cities Board of Directors meeting, the Urban Orchard Community Meeting and the Speaker's backpack giveaway.

Mayor Bernal attended the American Legion meeting in Hollydale and that evening was recognition of the fact that when people come together they can do great things. She stressed that no matter who is on South Gate's Council the real power lies on the residents and being able to continue to advocate on behalf of your community. She also attended Ms. Reed's viewing. It was very touching to see the friendships that build in our community. She asked staff look into the lighting on Pinehurst at South Gate Park. She understands that this section is near residents but it is very dark and near the scouting area where there are lots of children. She requested that staff look into scheduling a meeting with the management of Walmart to discuss our residents concerns.

REGULAR CITY COUNCIL MEETING MINUTES OF AUGUST 28, 2018

CONSENT CALENDAR

Agenda Items 4, 5, 6, 7, 8, 9, 10 and 11 were unanimously approved by motion of Council Member Davila and seconded by Mayor Bernal. Item 3 was pulled for separate discussion.

3. CONFLICT OF INTEREST

The City Council adopted Resolution No. 7827 entitled – Resolution of the City Council of the City of South Gate, amending the City's Conflict of Interest Code for designated City personnel, adopting by reference Section 18730 of the California Code of Regulations by motion of Mayor Bernal and seconded by Vice Mayor Morales.

4. RECYCLING

The City Council approved A and B during consideration of the Consent Calendar.

- a. Approved Amendment No. 3 to Contract No. 2373 with Construction and Demolition Recycling, Inc., formerly known as Interior Removal Specialists, Inc., extending the term of the Agreement through June 30, 2021, to collect permit fees in accordance with Section 2.08.450 B of the South Gate Municipal Code; and
- b. Authorized the Mayor to execute Amendment No. 3 in a form acceptable to the City Attorney.

5. CITY HALL IMPROVEMENTS

The City Council approved A, B, and C during consideration of the Consent Calendar.

- a. Approved an Agreement (**Contract No. 3471**) with Eric Bridge doing business as Huntington Beach Electric to construct the South Gate City Hall Lighting Improvements Project (Project), City Project No. 502-ARC in an amount not-to-exceed \$72,570;
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- c. Approved the Notice of Exemption for the construction of the South Gate City Hall Lighting Improvements Project, City Project 502-ARC and direct the City Clerk to file it with the Los Angeles County Recorder's Office.

REGULAR CITY COUNCIL MEETING MINUTES OF AUGUST 28, 2018

6.

POLICE

The City Council approved A, B, and C during consideration of the Consent Calendar.

a. Approved an Agreement (**Contract No. 3472**) with RS Construction & Development, Inc., for the construction of the South Gate Police Department Bathroom Facilities (BF) Repair Project, City Project No. 598-ARC, in an amount not-to-exceed \$147,974;

b. Appropriated \$198,974 from the unassigned fund balance in the Asset Forfeiture Fund to Account No. 235-570-21-9100, to fund the South Gate Police Department RF Repair Project; and

c. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

7.

INVESTMENT

The City Council adopted the City's Annual Statement of Investment Policy during consideration of the Consent Calendar.

8.

QUARTERLY REPORT

The City Council received and filed the Quarterly Investment Report for the quarter ended March 31, 2018 during consideration of the Consent Calendar.

9.

QUARTERLY REPORT

The City Council received and filed the Quarterly Investment Report for the quarter ended June 30, 2018 during consideration of the Consent Calendar.

10.

HOUSING ELEMENT

The City Council approved A and B during consideration of the Consent Calendar.

a. Receiving and filing the Housing Element Annual Progress Reports for calendar years 2014-2017; and

b. Directing staff to provide copies of the Housing Element Annual Progress Reports to the State Department of Housing and Community Development.

REGULAR CITY COUNCIL MEETING MINUTES OF AUGUST 28, 2018

**11.
MINUTES**

The City Council approved the Special and Regular Meeting minutes of August 14, 2018 during consideration of the Consent Calendar.

**12.
CITY HALL
FACILITIES**

The City Council considered:

- a. Approving an Agreement (**Contract No. _____**) with Aid Builders, Inc., to construct the Seaborg House Relocation Project (Project), City Project No. 531-ARC, in an amount not-to exceed \$369,000;
- b. Appropriating \$300,000 from the unassigned fund balance in the Park Enhancement Fund to Account No. 311-790-69-9424 to fully fund the Project;
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- d. Approving the Notice of Exemption for the construction of the Project and directing the City Clerk to file it with the Los Angeles County Recorder's Office.

This item was continued to the meeting of September 11th. Staff will provide information on the legal requirements that the City must meet for the restoration of this property.

**13.
CDBG**

The City Council considered allowing Graduate students from the University of Southern California provide an overview of their City of South Gate Strategic Plan: FY 2018-2022.

This item was continued.

**14.
WARRANTS**

The City Council approved the Warrants and Cancellations for August 28, 2018 by motion of Mayor Bernal and seconded by Vice Mayor Morales.

Total of Checks:	\$3,026,378.86
Voids:	(\$ 161.25)
Total of Payroll Deductions:	<u>\$ 323,947.38</u>
Grand Total:	\$2,702,270.23

Cancellations: 75845, 75897, 75925

REGULAR CITY COUNCIL MEETING MINUTES OF AUGUST 28, 2018

ADJOURNMENT Mayor Bernal adjourned the meeting at 8:03 p.m. seconded by Vice Mayor Morales.

PASSED and **APPROVED** this 25th day of September, 2018.

ATTEST:

María Belén Bernal, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, SEPTEMBER 11, 2018**

CALL TO ORDER Mayor María Belén Bernal called a Special City Council meeting to order at 5:43 p.m.

ROLL CALL Debbie McEvilly, Recording Secretary

PRESENT Mayor María Belén Bernal, Vice Mayor Jorge Morales, Council Member Denise Diaz, Council Member Maria Davila and Council Member Al Rios; City Manager Michael Flad, City Attorney Raul Salinas

ABSENT City Clerk Carmen Avalos
City Treasurer Gregory Martinez

CLOSED SESSION The Council Members recessed into Closed Session at 5:45 p.m. and reconvened at 6:20 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE

Pursuant to Government Code Section 54957 and 54957.6

a. City Manager

In Closed Session there was a report provided to the City Council. Upon completion of the report there was no further action taken on this matter.

ADJOURNMENT Council Member Davila unanimously motioned to adjourn the meeting at 6:23 p.m. and seconded by Mayor Bernal.

PASSED and **APPROVED** this 25th day of September, 2018.

ATTEST:

María Belén Bernal, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, SEPTEMBER 11, 2018**

CALL TO ORDER Mayor María Belén Bernal called a Regular City Council meeting to order at 6:31 p.m.

INVOCATION Reverend Sean Pica, Redeemer Lutheran Church

PLEDGE OF ALLEGIANCE Joe Perez, Director of Community Development

ROLL CALL Veronica Galvez, Recording Secretary

PRESENT Mayor María Belén Bernal, Vice Mayor Jorge Morales, Council Member Denise Diaz, Council Member Maria Davila, and Council Member Al Rios; City Treasurer Greg Martinez, City Manager Michael Flad, City Attorney Raul Salinas

ABSENT Carmen Avalos, City Clerk

1
CDBG The City Council conducted a Public Hearing and unanimously adopted Resolution No. 7828 entitled – Resolution of the City Council of the City of South Gate, receiving and approving Program year 2017-2018 Consolidated Annual Performance and Evaluation Report and authorizing the execution of all necessary documents for submittal to the U.S. Department of Housing and Urban Development by motion of Mayor Bernal and seconded by Council Member Davila.

Joe Perez, Director of Community Development gave a brief presentation of this item.

Mayor Bernal asked if anyone in the audience wishes to speak on this item. Seeing no one step forward; Mayor Bernal closed the audience portion.

DEVIATE FROM THE AGENDA At this time, there being no objections, Mayor Bernal stated that item 5 would be considered out of its regular agenda order.

5
COMMUNITY DEV The City Council allowed Graduate students from the University of Southern California to provide an overview of their City of South Gate Strategic Plan: FY 2018-2022 by motion of Vice Mayor Morales and seconded by Council Member Davila.

REGULAR CITY COUNCIL MEETING MINUTES OF SEPTEMBER 11, 2018

COMMENTS FROM THE AUDIENCE

Virginia Johnson, 5751 McKinley Avenue spoke on the recent meeting focusing on the housing project for the homeless in the City of Downey.

Linda Parsonson, 5780 Main Street complemented the grounds maintenance for Hollydale Park.

Henry C. Gonzalez, 10210 Alexander Avenue spoke on the recent meeting focusing on the housing project for the homeless in the City of Downey.

Daniella Poole, 2728 Ardmore Avenue spoke on parking citations being issued near her residence and the railroad tracks.

Janet Torres, Executive Director for the South Gate Chamber of Commerce thanked City Council and Staff for welcoming Wendy's into the community and said that they had a successful fundraiser for the JAA with Jersey Mike's.

Francisco Amezcua, 10000 Rosewood Avenue spoke on parking enforcement near his residence and the entire City.

Jaime Granados, 9728 Annetta Avenue stated that he has been having issues contacting the Public Works Department in regards to a tree and sidewalk problem that he has been having for years.

Mayor Bernal requested that Art Cervantes, Director of Public Works get Mr. Granados' contact information and would like to be a part of the meeting.

Javana Laveen, Sequoia Drive spoke on parking issues within the City and how some people can get very aggressive over available parking space on the street.

Nick Godoy, 8611 San Gabriel Avenue spoke on the parking issues within the City and how the street sweepers are not picking up the trash as they go by.

Adolfo Varas, 3375 Wisconsin Avenue spoke on the upkeep of private properties and requested audits for organizations that receive City funds.

COMMENTS FROM STAFF

Jackie Acosta, Director of Administrative Services informed the Council that we have created a new network for our guests. If you log onto SouthGateGuest on your phone or device you can access free Wi-Fi while in City Hall.

REGULAR CITY COUNCIL MEETING MINUTES OF SEPTEMBER 11, 2018

COMMENTS FROM STAFF CONT.

Art Cervantes, Director of Public Works updated everyone on the Firestone Boulevard Project.

Joe Perez, Director of Community Development said that on September 16th Greenspan will be celebrating its 90th anniversary.

Raul F. Salinas, City Attorney said that he had the opportunity to speak at the Rotary Club on the topic of "Who Invented Lawyers and Do We Still Really Need Them."

Greg Martinez, City Treasurer spoke on the homeless count and resources for our area.

Council Member Diaz said she has been receiving several positive comments on Firestone Boulevard and thanked staff for their hard work. She also received several positive comments on all the new businesses opening in South Gate.

Council Member Rios attended the Rotary Club meeting and an asthma workshop hosted by Assembly Speaker Anthony Rendon.

Council Member Davila attended the COG meeting and will be turning in written reports to each council member from this agency. She also attended the annual fundraiser for the South Gate's Multi Cultural Women's Club and thanked the community for their support.

Vice Mayor Morales reported that at the League they have been tracking a number of bills that would protect local control.

Mayor Bernal met with staff and Council Member Rios to discuss a Budget Task Force Committee and she also attended the September 6th meeting regarding the American Legion property.

Mayor Bernal requested the status of the customer service study that was requested by the Vice Mayor during the budget sessions to determine where the question of the part-time position is needed. The Mayor has received feedback regarding a part-time position at the front window of the Police Department and would like to see the position be transferred to the Police Department instead of the City Clerk's Office.

The Mayor is still looking at organizing an event in January for the west side of the City and would like to work with Art Cervantes, Director of Public Works to get this organized.

REGULAR CITY COUNCIL MEETING MINUTES OF SEPTEMBER 11, 2018

CONSENT CALENDAR Agenda Items 2, 3 and 4 were unanimously approved by motion of Vice Mayor Morales and seconded by Mayor Bernal.

2

PERSONNEL

The City Council unanimously adopted Resolution No. 7829 entitled – Resolution of the City Council of the City of South Gate, amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to update the job specifications for the Recreation Leader I, Recreation Leader II, Recreation Leader III and Recreation Leader IV hourly positions in the Parks & Recreation Department during consideration of the Consent Calendar.

3

EQUIPMENT

The City Council unanimously approved Purchase Order with Coastline Equipment Company for the purchase of a John Deere Model 210 Tractor Loader for the Parks & Recreation Department in the total amount of \$88,030.16 during consideration of the Consent Calendar.

4

PARKING LOT

The City Council unanimously approved A and B during consideration of the Consent Calendar.

- a. Accepted the completion of construction, effective July 2, 2018, of the Parking Lot Improvements at the Southeast Corner of Imperial Highway and Garfield Place, City Project No. 565-GEN, constructed by M.C. Alyea Construction; and
- b. Directed the City Clerk to file a Notice of Completion with Los Angeles County Recorder's Office.

6

WATER

The City Council unanimously received and filed a presentation from the Los Angeles County Department of Public Works on the Safe, Clean Water Program to educate the public on Measure W which will be on the November 6, 2018 ballot by motion of Vice Mayor Morales and seconded by Council Member Davila.

EXCUSED

FROM ITEM 7

At this time, Council Member Diaz, was excused from participating on item 7 and departed from the Council Chambers.

7

TWEEDY MILE

The City Council appointed one person to the Tweedy Mile Advisory Board.

REGULAR CITY COUNCIL MEETING MINUTES OF SEPTEMBER 11, 2018

7

TWEEDY MILE CONT.

Mayor Bernal appointed Maribel Chaidez; Vice Mayor Morales appointed Jan Hicks; and Council Member Davila appointed Minerva Rodriguez by motion of Mayor Bernal and seconded by Council Member Davila.

ROLL CALL: Mayor Bernal, yes; Vice Mayor Morales, yes; Council Member Diaz, absent; Council Member Rios, yes; Council Member Davila, yes.

Council Member Rios will make his appointment at the City Council Meeting of September 25th. The City Council will also consider appointing the 5th member to the Tweedy Mile Advisory Board at the City Council Meeting of September 25th as Council Member Diaz will not appoint because of a potential conflict.

8

CITY HALL

The City Council approved A, B, C, and D by motion of Mayor Bernal and seconded by Vice Mayor Morales. Council Member Rios voted no.

- a. Agreement (Contract No. 3475) with Aid Builders, Inc., to construct the Seaborg House Relocation Project (Project), City Project No. 531-ARC, in an amount not-to exceed \$369,000;
- b. Appropriated \$300,000 from the unassigned fund balance in the Park Enhancement Fund to Account No. 311-790-69-9424 to fully fund the Project;
- c. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- d. Approved the Notice of Exemption for the construction of the Project and directing the City Clerk to file it with the Los Angeles County Recorder's Office.

9

WARRANTS

The City Council unanimously approved the Warrants and Cancellations for September 11, 2018 by motion of Council Member Davila and seconded by Mayor Bernal.

Total of Checks:	\$1,544,762.66
Voids:	(\$ 67,174.80)
Total of Payroll Deductions:	<u>\$ 215,165.91</u>
Grand Total:	\$1,262,421.95

REGULAR CITY COUNCIL MEETING MINUTES OF SEPTEMBER 11, 2018

ADJOURNMENT Cancellations: 79106, 78001
Mayor Bernal adjourned the meeting in memory of Guadalupe Sepulveda, long-time resident and Johnny Cortez, long-time employee of General Vener at 9:43 p.m. seconded by Council Member Davila.

PASSED and APPROVED this 25th day of September, 2018.

ATTEST:

María Belén Bernal, Mayor

Carmen Avalos, City Clerk

RECEIVED

City of South Gate

CITY COUNCIL

SEP 19 2018

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

11:35am

For the Regular Meeting of: September 25, 2018
Originating Department: Administrative Services

Department Director:

Jackie Acosta
Jackie Acosta

City Manager:

Michael Flad
Michael Flad

SUBJECT: REMAINING APPOINTMENTS TO THE TWEEDY MILE ADVISORY BOARD

PURPOSE: To make appointments to the two remaining seats on the Tweedy Mile Advisory Board.

RECOMMENDED ACTIONS:

- a. City Council Member Rios will appoint one person to the Tweedy Mile Advisory Board;
- b. Select a process to appoint the fifth member to the Tweedy Mile Advisory Board; and
- c. Using the selected process, appoint the fifth member to the Tweedy Mile Advisory Board.

FISCAL IMPACT: Re-establishing the Tweedy Mile Advisory Board (TMAB) will have minimal cost as the appointees will not receive a stipend or any pay, however, there will be some soft costs associated with staffing the board.

ANALYSIS: None.

BACKGROUND: The City Council made appointments to the TMAB during their regularly scheduled City Council meeting of September 11, 2018, with the exception of City Council Member Rios. At that meeting, Council Member Denise Diaz recused herself from participating on this issue because her parents own a business in the Tweedy Mile Parking and Business Improvement Area (TMPBIA). Because of Council Member Diaz's recusal, an alternative method for selection of the fifth member needs to be determined. Some discussion ensued about how to select the fifth member, but a decision was not made. Staff recommends that the City Council select one of the following three methods in which to select the fifth member to be appointed to the TMAB:

- 1. Each of the four participating City Council Members nominates one person and then one nominee is selected in a random drawing; **OR**
- 2. Each of the four participating City Council Members nominates one person and then the City Council votes on which nominee to appoint; **OR**
- 3. The Mayor makes the fifth appointment.

Additionally, City Council Member Rios needs to make an appointment to the TMAB.

The background on how the Tweedy Mile Parking and Business Improvement Area was created and the purpose and duties of the Tweedy Mile Advisory Board which was subsequently created follows.

On November 2, 1970, the Tweedy Mile Parking and Business Improvement Area (TMPBIA) was created with the adoption of Ordinance No. 1129 (Attachment No. 1). This Ordinance is codified in Sections 2.64.010 through 2.64.090 of Chapter 2.64 (Parking and Business Improvement Area Business License), of Title 2 (Licenses - Business Regulations), of the South Gate Municipal Code (SGMC) (Attachment No. 2). The way the TMPBIA works is that the City levies an additional business license tax on businesses located within the designated TMPBIA and then annually remits those funds back to the Tweedy Mile Association (TMA). The SGMC states that the additional tax levy is equal to the general business license tax assessed as of January 1971, however, it is not to exceed \$400.00 per business (Attachment No. 3). The amount of the additional tax levy has not changed since 1971. The SGMC also states that the funds collected by the City, and remitted to the TMA, can be used for the following purposes only:

- a. Decoration of any public place in the area;
- b. Promotion of public events which are to take place on or in public places in the area;
- c. The general promotion of retail trade activities in the area.

Subsequent to the adoption of Ordinance No. 1129, on September 27, 2011, the City Council adopted Ordinance No. 2286 adding Sections 2.64.100 through 2.64.140 to Chapter 2.64 of the SGMC (Attachment No. 4), creating the Tweedy Mile Advisory Board.

The purpose of the TMAB was, “to make recommendations to the City Council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments.”

The specific duties of the TMAB were set forth in Section 2.64.130 of the SGMC which states, “The duties of the Tweedy Mile Advisory Board are as follows:

1. The Tweedy Mile Advisory Board shall prepare an annual report specifying the expenses, services, activities, and programs to be funded by the assessment, in accordance of the requirements of Sections 36530 and 36533 of the California Streets and Highways Code. Upon approval of the annual report, the City Council shall follow the procedures set forth in Section 36534 of the California Streets and Highways Code for the conduct of a public hearing on the assessments for the fiscal year referred to in the annual report.
2. The Tweedy Mile Advisory Board will work together with City staff to consider new business, to evaluate whether or not proposed solutions are viable and cost-effective, and to submit from time to time recommendations to the City Council for review and approval.
3. To perform such duties and responsibilities as may be assigned by the City Council from time to time.”

The SGMC further states that the advisory board shall be made up of five members, each appointed by a City Council Member, serving staggered three-year terms, and that the advisory board shall meet at least once per calendar year. Finally, the SGMC states that the City Manager, “shall assign staff to ensure the effective functioning of the advisory board.”

In October 2011, the City Council Members made appointments to the TMAB (Attachment No. 5). The TMAB then held one meeting on April 24, 2012. The agenda for that meeting is attached (Attachment No. 6). Staff cannot find record of any additional meetings after April 24, 2012.

As additional background, a listing of the TMPBIA taxes collected and remitted to the TMA over the past several years is attached to this report (Attachment No. 7). The City also provides funding to the TMA through an annual allocation of CDBG (Community Development Block Grant) funds (Attachment No. 8). Additionally, the City provides staff and equipment for the following events: Tweedy Mile Street Fair, Azalea Classic Car Show, Posada and Dia de los Muertos event. The TMA pays the City \$30,000 for city services provided for the Tweedy Mile Street Fair, however, city services provided for the other three events are provided at no cost to the TMA. Copies of the current Tweedy Mile Street Fair and Azalea Classic Car Show agreements are attached (Attachment Nos. 9 & 10).

- ATTACHMENTS:**
1. Ordinance No. 1129
 2. Chapter 2.64 of the South Gate Municipal Code
 3. Tweedy Mile Parking and Business Improvement Area assessments schedule
 4. Ordinance No. 2286
 5. Excerpt of minutes of the October 11, 2011 City Council meeting
 6. Agenda - Tweedy Mile Advisory Board meeting of April 24, 2012
 7. TMPBIA taxes collected and remitted to the TMA (FYs 2006/07 – 2018/19)
 8. Contract No. 3456 – CDBG funds (FY 2018/19)
 9. Contract No. 3302 – Street Fair Agreement (FYs 2016/17 – 2018/19)
 10. Contract No. 3262 – Car Show Agreement (12/1/16 – 12/1/19)

ORDINANCE NO. 1129

1 AN ORDINANCE OF THE CITY OF SOUTH GATE,
 2 CALIFORNIA, AMENDING THE MUNICIPAL CODE
 3 OF SAID CITY, BY ADDING A NEW CHAPTER
 4 2.64 "PARKING AND BUSINESS IMPROVEMENT
 5 AREA BUSINESS LICENSE" TO TITLE 2
 6 [LICENSES -- BUSINESS REGULATIONS] OF
 7 SAID CODE; ESTABLISHING A PARKING AND
 8 BUSINESS IMPROVEMENT AREA, SPECIFYING
 9 THE INITIAL OR ADDITIONAL RATE OR LEVY
 10 OF THE LICENSE TAX TO BE IMPOSED ON
 11 BUSINESSES, AND SPECIFYING THE USES TO
 12 WHICH THE REVENUE SHALL BE PUT.
 13

14 The City Council of the City of South Gate, California, does
 15 ordain as follows:
 16

17 SECTION 1. That on July 27, 1970, the City Council of the
 18 City of South Gate, California adopted Resolution No. 3049,
 19 entitled:

20 "A RESOLUTION OF THE CITY COUNCIL OF
 21 THE CITY OF SOUTH GATE, CALIFORNIA,
 22 DECLARING ITS INTENTION TO ESTABLISH
 23 A PARKING AND BUSINESS IMPROVEMENT
 24 AREA, TO PROVIDE FOR THE LEVY OF AN
 25 ADDITIONAL BUSINESS LICENSE TAX ON
 26 BUSINESSES CONDUCTED WITHIN SUCH AREA,
 27 DESCRIBING THE BOUNDARIES OF THE PRO-
 28 POSED AREA, THE PROPOSED USES TO WHICH
 29 THE PROPOSED REVENUE SHALL BE PUT, THE
 30 INITIAL OR ADDITIONAL RATE OR LEVY OF
 31 THE LICENSE TAX, FIXING THE TIME AND
 32 PLACE OF A HEARING TO BE HELD BY THE

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CITY COUNCIL TO CONSIDER THE ESTABLISH-
MENT OF SUCH AN AREA, AND DIRECTING THE
GIVING OF NOTICE OF SUCH HEARING."

That pursuant thereto a hearing was duly held by and before
said City Council on September 14, 1970, at 7:00 o'clock P.M., in
the Council Chambers of the South Gate City Hall, 8650 California
Avenue, concerning the formation of the Parking and Business Im-
provement Area therein described and proposed. That said hearing
was continued until September 28, 1970. That said City Council
did on the 28th day of September, 1970 adopt Resolution No. 3056,
amending the proposed uses to which the proposed revenue shall be
put and amending the proposed tax or additional rate or levy to
be imposed. That the description of the boundaries of such Area
are set forth in Section 2 of this Ordinance in Section 2.64.020
thereof.

That the businesses in the Area established by this Ordinance
shall be subject to the provisions of the tax or additional tax as
specified in Section 2 of this Ordinance. That the initial or
additional rate or levy, of the license tax to be imposed upon each
such business is specified in Section 2 of this Ordinance. That a
Parking and Business Improvement Area is hereby and by the adoption
of this Ordinance has been established. That the uses to which the
revenue shall be put shall be only those specified in Section 2 of
this Ordinance.

SECTION 2. That a new Chapter, to be known, numbered and
designated "CHAPTER 2.64 PARKING AND BUSINESS IMPROVEMENT AREA
BUSINESS LICENSE", shall be and the same is hereby added to Title
2 [LICENSES -- BUSINESS REGULATIONS] of the Municipal Code of the
City of South Gate, and which said new Chapter shall read as follows,
to wit:

1 CHAPTER 2.64

2 PARKING AND BUSINESS IMPROVEMENT AREA BUSINESS LICENSE

3 2.64.010 CREATION.

4 2.64.020 BOUNDARIES.

5 2.64.030 DELINEATION.

6 2.64.040 USES AND PURPOSE.

7 2.64.050 FUND CREATION -- SOURCE OF FUNDS -- PURPOSE.

8 2.64.060 RATE OF LEVY OF BUSINESSES.

9 2.64.070 PAYMENT OF TAX.

10 2.64.080 APPLICABILITY OF GENERAL BUSINESS LICENSE PROVISIONS.

11 2.64.090 PAYMENT PREREQUISITE TO LICENSE.

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15 2.64.010 CREATION. Pursuant to the Parking and Business
16 Improvement Act Law of 1965, being Part 5 of Division 18 of the
17 Streets and Highways Code of the State of California, Sections
18 36000 through 36081, there is hereby established a Parking and
19 Business Improvement Area Business License Area, which is herein-
20 after in this Chapter referred to simply as said Area.

21
22 2.64.020 BOUNDARIES. The boundaries of said Area are speci-
23 fically described as follows:

24 All that property in the City of South Gate, County
25 of Los Angeles, State of California, bounded and described
26 as follows:

27 Beginning at the intersection of the northeasterly
28 line of Long Beach Boulevard as it existed on July
29 16, 1970 and the northerly line of Lot 86, Tract
30 No. 4753, as shown on map recorded in Book 50, page
31 51 of Maps, in the office of the Recorder of the
32 County of Los Angeles, State of California; thence
easterly along said northerly line to the north-
easterly corner of said Lot 86; thence southerly in
a direct line to the southeasterly corner of Lot 88,
said Tract No. 4753; thence easterly in a direct
line to the northwesterly corner of Lot 92, said
Tract; thence southerly in a direct line to the

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southwesterly corner of said Lot 92; thence southeasterly in a direct line to the northwesterly corner of Lot 94, said Tract No. 4753; thence southerly and easterly along the westerly and southerly lines of said Lot 94, to the southeasterly corner of said Lot, which is also in the westerly line of Lot 8, Tract No. 12959, as shown on map recorded in Book 246, page 9, of Maps in the office of said recorder; thence southerly along said westerly line and its southerly prolongation to the center line of the 20 foot vacated alley lying adjacent to and southerly of said Lot 8; thence easterly along said center line and its easterly prolongation to an intersection with the easterly line of Madison Avenue (50 foot wide) shown on map filed in Book 12, page 14, of Record of Surveys, in the office of said Recorder, being "Part of Lot 2, Subdivision of the Estate of Robert Tweedy Deceased"; thence northerly along said easterly line to the southwest corner of Parcel No. 26; thence easterly along the southerly line of said parcel to its southeast corner; thence northerly along the easterly line of said parcel and its northerly prolongation to an intersection with the southerly line of Missouri Avenue as it existed on July 16, 1970; thence easterly along said Southerly line to an intersection with the westerly line of Deeble Street, as shown on map of Tract No. 5487, recorded in Book 59, page 5, of Maps in the office of said Recorder; thence southerly along said westerly line to an intersection with the westerly prolongation of the southerly line of the first alley north of Tweedy Boulevard, as shown on map of said Tract; thence easterly along said prolongation and southerly line to an intersection with the southerly prolongation of the easterly line of Lot 465, Tract No. 5248 as shown on map recorded in Book 56, page 41 of Maps, in the office of said Recorder; thence northerly in a direct line to the northeast corner of Lot 484, said Tract No. 5248, which is also in the southerly line of said Missouri Avenue; thence easterly along said southerly line to the northeast corner of Lot 331, Tract No. 4707, as shown on map recorded in Book 52, page 14, of Maps in the office of said Recorder; thence southerly in a direct line to an intersection with southerly prolongation of the easterly line of Lot 312, said Tract No. 4707, and the southerly line of the first alley north of Tweedy Boulevard; thence easterly along said southerly line to an intersection with the easterly line of Mallison Avenue as shown on map of Tract No. 6000, recorded in Book 65, pages 29 to 32 inclusive, of Maps in the office of said Recorder; thence northerly along said easterly line to an intersection with the southerly line of said Missouri Avenue; thence easterly along said southerly line to an intersection with the westerly line of Otis Street as it existed on July 16, 1970; thence southerly along said westerly line to an intersection with the westerly prolongation of the southerly line of the first alley north of Tweedy Boulevard as shown on map of said Tract No. 6000; thence easterly along said prolongation and southerly line to an intersection

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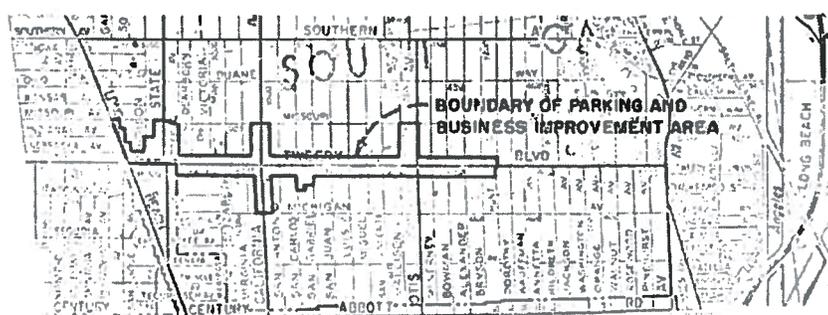
with the westerly line of Hunt Avenue (50 feet wide), being also the northeast corner of Lot 921, said Tract No. 6000; thence southerly along said westerly line and its southerly prolongation to the southerly line of Tweedy Boulevard (80 feet wide); thence westerly along said southerly line and its westerly prolongation to an intersection with the northerly prolongation of the westerly line of said Hunt Avenue; thence southerly along said prolongation and said westerly line to an intersection with the northerly line of the first alley south of said Tweedy Boulevard, being also a point in said westerly line that is 35 feet southerly of the southeast corner of Lot 1, Tract No. 3739 as shown on map recorded in Book 12, page 45 of Maps, in the office of said Recorder; thence westerly along the said northerly alley line and its westerly prolongation to the southeast corner of Lot 2665, Tract No. 5772 as shown on map recorded in Book 65, page 49 of Maps, in the office of said Recorder; which is also in the westerly line of San Gabriel Avenue as shown on map of said Tract No. 5772; thence southerly along said westerly line to the southeasterly corner of Lot 2672, said Tract No. 5772; thence westerly along the southerly line of said Lot to its southwest corner; thence southerly in a direct line to the southeast corner of Lot 2648, said Tract No. 5772; thence westerly along the southerly line of said Lot to its southwest corner, which is also in the easterly line of San Carlos Avenue as shown on map of said Tract; thence northerly along said easterly line to an intersection with the easterly prolongation of the northerly line of the said first alley south of Tweedy Boulevard; thence westerly along said prolongation and northerly line to an intersection with the northerly prolongation of the easterly line of Lot 2284, said Tract No. 5772; thence southerly along said prolongation and easterly to the southeast corner of Lot 2259, said Tract No. 5772, said corner being also in the northerly line of Michigan Avenue, as shown on map of said Tract No. 5772; thence westerly along said northerly line to the southwest corner of Lot 2133, said Tract No. 5772; thence northerly in a direct line to an intersection with the said northerly line of the first alley south of Tweedy Boulevard, and the northerly prolongation of the westerly line of Lot 2108, said Tract No. 5772; thence westerly along said northerly line to the southwest corner of Lot 1916, said Tract No. 5772; thence southwesterly to the southeasterly corner of Lot 1783, said Tract No. 5772; thence westerly along the southerly lines of Lots 1783, 1782, 1781 and 1780, to the southwest corner of said Lot 1780, which is also the southeast corner of Lot 1, Tract No. 4936, as shown on map recorded in Book 53, page 100 of Maps in the office of said Recorder; thence westerly along the southerly lines of Lots 1 to 8 inclusive to the southwest corner of said Lot 8, which is also in the westerly boundary line of the City of South Gate; thence northerly and westerly along the said City boundary line to an intersection with the southeasterly prolongation of the northeasterly line of said Long Beach Boulevard;

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thence northwesterly along said prolongation and northeasterly line to the place of beginning.

2.64.030 DELINEATION. For purposes of graphic illustration, the boundaries of said Area as described in Section 2.64.020 are delineated on the following map of the Area.

MAP DELINEATING BOUNDARIES OF PARKING AND BUSINESS IMPROVEMENT AREA



2.64.040 USES AND PURPOSE. The uses and purpose to which the revenue emanating from said Area pursuant to and as a result of this Chapter shall be put are any one or more of the following:
a. Decoration of any public place in the area.
b. Promotion of public events which are to take place on or in public places in the area.
c. The general promotion of retail trade activities in the area.

2.64.050 FUND CREATION -- SOURCE OF FUNDS -- PURPOSE. That there is hereby created and established a special fund designated as the "Parking and Business Improvement Area Fund". All funds derived from the additional levy of the general business license tax made pursuant to this Chapter, and any other monies the City Council may from time to time transfer thereto, shall be deposited in said Parking and Business Improvement Area Fund. The Parking and Business Improvement Area Fund shall be used exclusively for

1 one or more of the purposes specified in Section 2.64.040.

2
3 2.64.060 RATE OF LEVY OF BUSINESSES. The initial or addi-
4 tional rate or levy of the business license tax imposed upon the
5 businesses within said Area, is hereby fixed, levied, determined
6 and established as follows:

7 That the amount of tax upon each such business
8 shall be in an amount equal to the general busi-
9 ness license tax applicable to each such business,
10 but in no event shall said tax exceed the sum of
11 Four Hundred (\$400.00) Dollars for any one licensee.

12 2.64.070 PAYMENT OF TAX. The additional rate or levy of
13 the license tax hereby levied shall be due and payable and shall
14 be paid at the same time and in the same manner that the business
15 license tax imposed by Chapter 2.08 of this Title is due and
16 payable in accordance with the terms of this Chapter.

17 2.64.080 APPLICABILITY OF GENERAL BUSINESS LICENSE PROVI-
18 SIONS. The provisions of Sections 2.08.060, 2.08.085, 2.08.135,
19 2.08.195, 2.08.270, 2.08.340, 2.08.430, 2.08.455, 2.08.295, 2.08.
20 300, 2.08.335, 2.08.350, 2.08.355, 2.08.375, 2.08.440, 2.08.460,
21 and 2.08.470 shall be applicabl[e] to all businesses in the area
22 described in Section 2.64.020 and subject to the additional levy
23 of the general business license tax imposed by Section 2.64.050.
24

25 2.64.090 PAYMENT PREREQUISITE TO LICENSE. No business
26 license shall be issued pursuant to this Title unless the addi-
27 tional business license tax imposed by this Chapter is paid togeth-
28 er with the business license payable pursuant to and imposed by
29 Section 2.64.050. (Added by Ord. 1129 §2;11-2 -70)."
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SECTION 3. That the Municipal Code, as amended, is hereby amended as hereinabove in Section 2 of this Ordinance set forth.

SECTION 4. That this ordinance shall take effect and be in full force and virtue as of the January 1, 1971 Business License year.

SECTION 5. That the City Clerk shall certify to the passage and adoption of this ordinance; shall cause the same to be entered in the book of original ordinances of said City; shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of the said City in the minutes of the meeting at which the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published once in the South Gate Press, a newspaper of general circulation, published and circulated in said City, and which is hereby designated for that purpose.

Passed, approved and adopted this 2nd day of November, 1970.

Richard H. Cox
Mayor of the City of
South Gate, California.

ATTEST:

Janet Stubbs Chief Deputy
City Clerk of the City of
South Gate, California.

(SEAL)

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STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, } SS.
CITY OF SOUTH GATE.

I, JANET STUBBS, Chief Deputy
~~ROBERTA MCLAUGHLIN~~ City Clerk of the City of South Gate, California, do hereby

certify that the whole number of members of the City Council of said City is five; that the
foregoing ORDINANCE being ORDINANCE No. 1129

was duly passed and adopted by the said City Council, approved and signed by the Mayor
Chief Deputy an adjourned
of said City, and attested by the City Clerk of said City, all at / regular meeting of the
said Council held on the 2nd day of November, 1970

and that the same was so passed and adopted by the following vote:

Ayes: Councilmen Henville, Wakefield, Sawyer, Gafkowski, Cox
Noes: Councilmen None
Absent: Councilmen None
Not Voting: Councilmen None

Witness my hand and the seal of said City this 2nd day of November, 1970

Janet Stubbs
Chief Deputy City Clerk of the City of South Gate, California

(SEAL)

Chapter 2.64 PARKING AND BUSINESS IMPROVEMENT AREA BUSINESS LICENSE

Sections:

- [2.64.010 Creation.](#)
- [2.64.020 Boundaries.](#)
- [2.64.030 Delineation.](#)
- [2.64.040 Uses and purpose.](#)
- [2.64.050 Fund creation-Source of funds-Purpose.](#)
- [2.64.060 Rate of levy of businesses.](#)
- [2.64.070 Payment of tax.](#)
- [2.64.080 Applicability of general business license provisions.](#)
- [2.64.090 Payment prerequisite to license.](#)
- [2.64.100 Tweedy Mile advisory board.](#)
- [2.64.110 Membership.](#)
- [2.64.120 Meetings.](#)
- [2.64.130 Duties.](#)
- [2.64.140 Staff representation.](#)

2.64.010 Creation.

Pursuant to the Parking and Business Improvement Act Law of 1965, being Part 5 of Division 18 of the Streets and Highways Code of the State of California, Sections [36000](#) through [36081](#), there is established a parking and business improvement area business license area, which is hereinafter in this chapter referred to simply as "said area."

(Ord. 1129 § 2 (part), 1970)

2.64.020 Boundaries.

The boundaries of said area are specifically described as follows:

All that property in the city of South Gate, bounded and described as follows:

Beginning at the intersection of the northeasterly line of Long Beach Boulevard as it existed on July 16, 1970 and the northerly line of Lot 86, Tract No. 4753, as shown on map recorded in Book 50, page 51 of Maps, in the office of the recorder of the county of Los Angeles; thence easterly along said northerly line to the northeasterly corner of said Lot 86; thence southerly in a direct line to the southeasterly corner of Lot 88, said Tract No. 4753;

thence easterly in a direct line to the northwesterly corner of Lot 92, said tract; thence southerly in a direct line to the southwesterly corner of said Lot 92; thence southeasterly in a direct line to the northwesterly corner of Lot 94, said Tract No. 4753; thence southerly and easterly along the westerly and southerly lines of said Lot 94, to the southeasterly corner of said lot, which is also in the westerly line of Lot 8, Tract No. 12959, as shown on map recorded in Book 246, page 9, of Maps in the office of said recorder; thence southerly along said westerly line and its southerly prolongation to the centerline of the 20 foot vacated alley lying adjacent to and southerly of said Lot 8; thence easterly along said centerline and its easterly prolongation to an intersection with the easterly line of Madison Avenue (50 feet wide) shown on map filed in Book 12, page 14, of Record of Surveys, in the office of said recorder, being "Part of Lot 2, Subdivision of the Estate of Robert Tweedy Deceased"; thence northerly along said easterly line to the southwest corner of Parcel No. 26; thence easterly along the southerly line of said parcel to its southeast corner; thence northerly along the easterly line of said parcel and its northerly prolongation to an intersection with the southerly line of Missouri Avenue as it existed on July 16, 1970; thence easterly along said southerly line to an intersection with the westerly line of Deeble Street, as shown on map of Tract No. 5487, recorded in Book 59, page 5, of Maps in the office of said recorder; thence southerly along said westerly line to an intersection with the westerly prolongation of the southerly line of the first alley north of Tweedy Boulevard, as shown on map of said tract; thence easterly along said prolongation and southerly line to an intersection with the southerly prolongation of the easterly line of Lot 465, Tract No. 5248 as shown on map recorded in Book 56, page 41 of Maps, in the office of said recorder; thence northerly in a direct line to the northeast corner of Lot 484, said Tract No. 5248, which is also in the southerly line of said Missouri Avenue; thence easterly along said southerly line to the northeast corner of Lot 331, Tract No. 4707, as shown on map recorded in Book 52, page 14, of Maps in the office of said recorder; thence southerly in a direct line to an intersection with southerly prolongation of the easterly line of Lot 312, said Tract No. 4707, and the southerly line of the first alley north of Tweedy Boulevard; thence easterly along said southerly line to an intersection with the easterly line of Mallison Avenue as shown on map of Tract No. 6000, recorded in Book 65, pages 29 to 32 inclusive, of Maps in the office of said recorder; thence northerly along said easterly line to an intersection with the southerly line of said Missouri Avenue; thence easterly along said southerly line to an intersection with the westerly line of Otis Street as it existed on July 16, 1970; thence southerly along said westerly line to an intersection with the westerly prolongation of the southerly line of the first alley north of Tweedy Boulevard as shown on map of said Tract No. 6000; thence easterly along said prolongation and southerly line to an intersection with the westerly line

of Hunt Avenue (50 feet wide), being also the northeast corner of Lot 921, said Tract No. 6000; thence southerly along said westerly line and its southerly prolongation to the southerly line of Tweedy Boulevard (80 feet wide); thence westerly along said southerly line and its westerly prolongation to an intersection with the northerly prolongation of the westerly line of said Hunt Avenue; thence southerly along said prolongation and said westerly line to an intersection with the northerly line of the first alley south of said Tweedy Boulevard, being also a point in said westerly line that is 35 feet southerly of the southeast corner of Lot 1, Tract No. 3739 as shown on map recorded in Book 12, page 45 of Maps, in the office of said recorder; thence westerly along the said northerly alley line and its westerly prolongation to the southeast corner of Lot 2665, Tract No. 5772 as shown on map recorded in Book 65, page 49 of Maps, in the office of said recorder; which is also in the westerly line of San Gabriel Avenue as shown on map of said Tract No. 5772; thence southerly along said westerly line to the southeasterly corner of Lot 2672, said Tract No. 5772; thence westerly along the southerly line of said lot to its southwest corner; thence southerly in a direct line to the southeast corner of Lot 2648, said Tract No. 5772; thence westerly along the southerly line of said lot to its southwest corner, which is also in the easterly line of San Carlos Avenue as shown on map of said tract; thence northerly along said easterly line to an intersection with the easterly prolongation of the northerly line of the said first alley south of Tweedy Boulevard; thence westerly along said prolongation and northerly line to an intersection with the northerly prolongation of the easterly line of Lot 2284, said Tract No. 5772; thence southerly along said prolongation and easterly to the southeast corner of Lot 2259, said Tract No. 5772, said corner being also in the northerly line of Michigan Avenue, as shown on map of said Tract No. 5772; thence westerly along said northerly line to the southwest corner of Lot 2133, said Tract No. 5772; thence northerly in a direct line to an intersection with the said northerly line of the first alley south of Tweedy Boulevard, and the northerly prolongation of the westerly line of Lot 2108, said Tract No. 5772; thence westerly along said northerly line to the southwest corner of Lot 1916, said Tract No. 5772; thence southwesterly to the southeasterly corner of Lot 1783, said Tract No. 5772; thence westerly along the southerly lines of Lots 1783, 1782, 1781 and 1780, to the southwest corner of said Lot 1780, which is also the southeast corner of Lot 1, Tract No. 4936, as shown on map recorded in Book 53, page 100 of Maps in the office of said recorder; thence westerly along the southerly lines of Lots 1 to 8 inclusive to the southwest corner of said Lot 8, which is also in the westerly boundary line of the city of South Gate; thence northerly and westerly along the said city boundary line to an intersection with the southeasterly prolongation of the northeasterly line of said Long Beach

Boulevard thence northwesterly along said prolongation and northeasterly line to the place of beginning.

(Ord. 1129 § 2 (part), 1970)

2.64.030 Delineation.  [SHARE](#)

For purposes of graphic illustration, the boundaries of said area as described in Section [2.64.020](#) are delineated on the map of said area entitled "Map Delineating Boundaries of Parking and Business Improvement Area" which is on file in the office of the city clerk.

(Ord. 1129 § 2 (part), 1970)

2.64.040 Uses and purpose.  [SHARE](#)

The uses and purpose to which the revenue emanating from said area pursuant to and as a result of this chapter shall be put are any one or more of the following:

- a. Decoration of any public place in the area;
- b. Promotion of public events which are to take place on or in public places in the area;
- c. The general promotion of retail trade activities in the area.

(Ord. 1129 § 2 (part), 1970)

2.64.050 Fund creation—Source of funds—Purpose.  [SHARE](#)

There is hereby created and established a special fund designated as the "parking and business improvement area fund." All funds derived from the additional levy of the general business license tax made pursuant to this chapter, and any other moneys the city council may from time to time transfer thereto, shall be deposited in said parking and business improvement area fund. The parking and business improvement area fund shall be used exclusively for one or more of the purposes specified in Section [2.64.040](#).

(Ord. 1129 § 2 (part), 1970)

2.64.060 Rate of levy of businesses.  [SHARE](#)

The initial or additional rate or levy of the business license tax imposed upon the businesses within said area, is hereby fixed, levied, determined and established as follows:

That the amount of levy upon each such business shall be in an amount equal to the general business license tax applicable to each such business as specified and provided in the ordinances and resolutions of the city of South Gate as of the first day of January, 1971, but in no event shall said levy exceed the sum of four hundred dollars for any one licensee.

(Ord. 1148 § 1, 1971; Ord. 1129 § 2 (part), 1970)

2.64.070 Payment of tax. 

The additional rate or levy of the license tax hereby levied shall be due and payable and shall be paid at the same time and in the same manner that the business license tax imposed by Chapter [2.08](#) of this title is due and payable in accordance with the terms of this chapter.

(Ord. 1129 § 2 (part), 1970)

2.64.080 Applicability of general business license provisions. 

The provisions of Sections [2.08.060](#), [2.08.085](#), [2.08.135](#), [2.08.195](#), [2.08.270](#), [2.08.295](#), [2.08.300](#), [2.08.335](#), [2.08.340](#), [2.08.350](#), [2.08.355](#), [2.08.375](#), [2.08.430](#), [2.08.440](#), [2.08.455](#), [2.08.460](#), and [2.08.470](#) shall be applicable to all businesses in the area described in Section [2.64.020](#) and subject to the additional levy of the general business license tax imposed by Section [2.64.050](#).

(Ord. 1129 § 2 (part), 1970)

2.64.090 Payment prerequisite to license. 

No business license shall be issued pursuant to this title unless the additional business license tax imposed by this chapter is paid together with the business license payable pursuant to and imposed by Section [2.64.050](#).

(Ord. 1129 § 2 (part), 1970)

2.64.100 Tweedy Mile advisory board. 

The city council shall appoint a Tweedy Mile advisory board pursuant to Section [36530](#) of the California Streets and Highways Code in order to make recommendations to the city council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments.

(Ord. 2286 § 1 (part), 9-27-2011)

2.64.110 Membership.  [SHARE](#)

The Tweedy Mile advisory board shall consist of five members each of which shall be appointed by a city council member. The members of the Tweedy Mile advisory board shall be appointed for staggered, three-year terms.

(Ord. 2286 § 1 (part), 9-27-2011)

2.64.120 Meetings.  [SHARE](#)

1. The regular meetings of the Tweedy Mile advisory board shall be held not less frequently than once each calendar year, and otherwise as determined by the Tweedy Mile advisory board. The Tweedy Mile advisory board shall meet in the South Gate city council chambers.
2. The Tweedy Mile advisory board shall annually elect a chairperson and vice chairperson from among its members.
3. Three members of the Tweedy Mile advisory board constitute a minimum quorum for the transaction of business.
4. The affirmative vote of at least a majority of the then present members of the Tweedy Mile advisory board shall be necessary to take action.

(Ord. 2286 § 1 (part), 9-27-2011)

2.64.130 Duties.  [SHARE](#)

The duties of the Tweedy Mile advisory board are as follows:

1. The Tweedy Mile advisory board shall prepare an annual report specifying the expenses, services, activities, and programs to be funded by the assessment, in accordance of the requirements of Sections [36530](#) and [36533](#) of the California Streets and Highways Code. Upon approval of the annual report, the city council shall follow the procedures set forth in Section [36534](#) of the California Streets and Highways Code for the conduct of a public hearing on the assessments for the fiscal year referred to in the annual report.
2. The Tweedy Mile advisory board will work together with city staff to consider new business, to evaluate whether or not proposed solutions are viable and cost-effective, and to submit from time to time recommendations to the city council for review and approval.

3. To perform such duties and responsibilities as may be assigned by the city council from time to time.

(Ord. 2286 § 1 (part), 9-27-2011)

2.64.140 Staff representation. 

The city manager shall assign staff to ensure the effective functioning of the Tweedy Mile advisory board, including designating the secretary to the Tweedy Mile advisory board who shall be a city employee responsible for the preparation of all minutes of all meetings of the board, and the filing of the approved minutes with the city clerk. The minutes shall include a record of board member attendance, a brief summary of presentations made if any, actions taken by the Tweedy Mile advisory board, and the vote of each member on any item upon which action is taken. Minutes need not be verbatim transcripts of the conduct of the meetings, but should be sufficient to adequately characterize the discussions, deliberations and actions taken.

(Ord. 2286 § 1 (part), 9-27-2011)

[Home](#) [<](#) [>](#)

The South Gate Municipal Code is current through Ordinance 2344, passed December 12, 2017.

TWEEDY MILE ASSOCIATION - PARKING AND BUSINESS IMPROVEMENT AREA Attachment

California.....9700-10100
 otis.....9700-10100
 san gabriel.....9900-10100

long beach.....9700-9900
 san juan.....9900-10100
 STATE.....9700-9900

Tweedy.....3150-4499

Attachment No. 3

This business is subject to the provisions of Chapter 2.61 of the South Gate Municipal Code, entitled "Parking and Business Improvement Area Business License" which established a business improvement area. A tax has been authorized under the provisions of said Chapter 2.64, which will be used exclusively by those business lying within the improvement area.

THESE FEES ARE IN ADDITION TO THE REGULAR CITY LICENSE TAX SHOWN ON THE ENCLOSED RENEWAL
 Even though the City of South Gate collects the tax, it is deposited into a special fund designated as the "Parking and Business Improvement Fund", and will be administered by your Association, the "Tweedy Mile", and is used exclusively for one or more of the following purposes:

- (A) Decoration of any public place in the area.
- (B) Promotion of public events which are to take place on or in public places in the area.
- (C) The general promotion of retail trade activities in the area.

NO PART OF THESE ADDITIONAL FEES WILL BE RETAINED BY THE CITY OF SOUTH GATE

PLEASE CALCULATE THE TWEEDY MILE FEE ACCORDING TO THE SCHEDULE BELOW AND ADD IT TO THE TAX CALCULATED ON THE RENEWAL APPLICATION ATTACHED.

SCHEDULE OF TWEEDY MILE ASSOCIATION FEES:

LESS THAN \$10,000 THE FEE SHALL BE	\$ 15.00
\$ 10,000 OR MORE, BUT LESS THAN \$ 25,000	\$ 20.00
\$ 25,000 OR MORE, BUT LESS THAN \$ 50,000	\$ 25.00
\$ 50,000 OR MORE, BUT LESS THAN \$ 75,000	\$ 36.00
\$ 75,000 OR MORE, BUT LESS THAN \$ 100,000	\$ 48.00
\$ 100,000 OR MORE, BUT LESS THAN \$ 200,000	\$ 60.00
\$ 200,000 OR MORE, BUT LESS THAN \$ 300,000	\$ 72.00
\$ 300,000 OR MORE, BUT LESS THAN \$ 400,000	\$ 84.00
\$ 400,000 OR MORE, BUT LESS THAN \$ 500,000	\$ 96.00
\$ 500,000 OR MORE, BUT LESS THAN \$ 600,000	\$110.00
\$ 600,000 OR MORE, BUT LESS THAN \$ 700,000	\$124.00
\$ 700,000 OR MORE, BUT LESS THAN \$ 800,000	\$138.00
\$ 800,000 OR MORE, BUT LESS THAN \$ 900,000	\$152.00
\$ 900,000 OR MORE, BUT LESS THAN \$ 1,000,000	\$166.00
\$1,000,000 OR MORE, BUT LESS THAN \$ 1,100,000	\$180.00
\$1,100,000 OR MORE, BUT LESS THAN \$ 1,200,000	\$194.00
\$1,200,000 OR MORE, BUT LESS THAN \$1,300,000	\$208.00
\$1,300,000 OR MORE, BUT LESS THAN \$1,400,000	\$222.00
\$1,400,000 OR MORE, BUT LESS THAN \$1,500,000	\$236.00
IF SUCH GROSS RECEIPTS EXCEED THE SUM OF \$1,500,000, THE TWEEDY MILE FEE SHALL BE THE SUM OF \$236.00 AS SPECIFIED ABOVE, AND IN ADDITION THERETO THE SUM OF 25c FOR EACH \$1,000 OR MAJOR FRACTION THEREOF IN EXCESS OF SAID SUM OF \$1,500,00.	THE TOTAL NOT TO EXCEED \$400.00

NOTE: THE ABOVE SCHEDULE IS THE SAME AS PAST YEARS. FOR QUESTIONS PLEASE CALL (323)563-9527

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE
AMENDING TITLE 2 (LICENSES - BUSINESS REGULATIONS), CHAPTER 2.64
(PARKING AND BUSINESS IMPROVEMENT AREA BUSINESS LICENSE) OF THE
SOUTH GATE MUNICIPAL CODE BY ADDING SECTIONS 2.64.100
THROUGH 2.64.140 ESTABLISHING THE
TWEEDY MILE ADVISORY BOARD AND SETTING FORTH
THE DUTIES THEREOF**

WHEREAS, pursuant to Section 36530 of the California Streets and Highways Code, the City Council shall appoint a Tweedy Mile Advisory Board (TMAB); and

WHEREAS, TMAB is necessary to make recommendations to the City Council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 2 (Licenses – Business Regulations), Chapter 2.64 (Parking and Business Improvement Area Business License) of the South Gate Municipal Code is hereby amended by adding Sections 2.64.100 through 2.64.140 to read as follows:

- 2.64.100 Tweedy Mile Advisory Board**
- 2.64.110 Membership**
- 2.64.120 Meetings**
- 2.64.130 Duties**
- 2.64.140 Staff Representation**

2.64.100 Tweedy Mile Advisory Board
The City Council shall appoint a Tweedy Mile Advisory Board pursuant to Section 36530 of the California Streets and Highways Code in order to make recommendations to the City Council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments.

2.64.110 Membership
The Tweedy Mile Advisory Board shall consist of five (5) members each of which shall be appointed by a City Council Member. The members of the Tweedy Mile Advisory Board shall be appointed for staggered, three-year terms.

2.64.120 Meetings

1. The regular meetings of the Tweedy Mile Advisory Board shall be held not less frequently than once each calendar year, and otherwise as determined by the Tweedy Mile Advisory Board. The Tweedy Mile Advisory Board shall meet in the South Gate City Council Chambers.
2. The Tweedy Mile Advisory Board shall annually elect a Chairperson and Vice Chairperson from among its members.
3. Three members of the Tweedy Mile Advisory Board constitute a minimum quorum for the transaction of business.
4. The affirmative vote of at least a majority of the then present members of the Tweedy Mile Advisory Board shall be necessary to take action.

2.64.130 Duties

The duties of the Tweedy Mile Advisory Board are as follows:

1. The Tweedy Mile Advisory Board shall prepare an annual report specifying the expenses, services, activities, and programs to be funded by the assessment, in accordance of the requirements of Sections 36530 and 36533 of the California Streets and Highways Code. Upon approval of the annual report, the City Council shall follow the procedures set forth in Section 36534 of the California Streets and Highways Code for the conduct of a public hearing on the assessments for the fiscal year referred to in the annual report.
2. The Tweedy Mile Advisory Board will work together with City staff to consider new business, to evaluate whether or not proposed solutions are viable and cost-effective, and to submit from time to time recommendations to the City Council for review and approval.
3. To perform such duties and responsibilities as may be assigned by the City Council from time to time.

[Remainder of page left blank intentionally]

2.64.140 Staff Representation

The City Manager shall assign staff to ensure the effective functioning of the Tweedy Mile Advisory Board, including designating the Secretary to the Tweedy Mile Advisory Board who shall be a City employee responsible for the preparation of all minutes of all meetings of the Board, and the filing of the approved minutes with the City Clerk. The minutes shall include a record of Board Member attendance, a brief summary of presentations made if any, actions taken by the Tweedy Mile Advisory Board, and the vote of each member on any item upon which action is taken. Minutes need not be verbatim transcripts of the conduct of the meetings, but should be sufficient to adequately characterize the discussions, deliberations and actions taken.

SECTION 2: This Ordinance shall take effect and be in force on the thirty-first (31st) day after its adoption.

SECTION 3: The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED and ADOPTED this 27th day of September, 2011.

CITY OF SOUTH GATE:


Maria Davila, Mayor

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

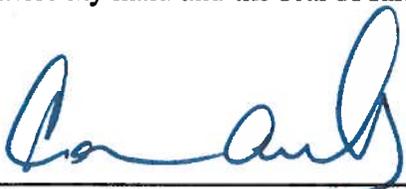
ORDINANCE CERTIFICATION PAGE

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH GATE)

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Ordinance No. 2286 was adopted by the City Council at their Regular Meeting held on September 27, 2011, by the following vote:

Ayes: Council Members: Davila, De Witt, Gonzalez and Morales
Noes: Council Members: None
Absent: Council Members: Hurtado
Abstain: Council Members: None

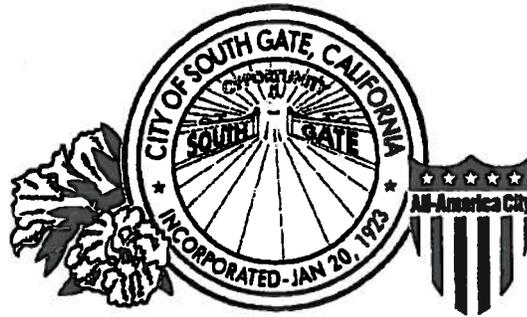
Witness my hand and the seal of said City on October 5, 2011.



Carmen Avalos, City Clerk
City of South Gate, California

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, OCTOBER 11, 2011**

- CALL TO ORDER** Vice Mayor W.H. De Witt called a Regular City Council meeting to order at 7:00 p.m.
- INVOCATION** The Invocation was led by Pastor Nick Garife, Teen Challenge Ministries Institute.
- PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was led by Captain Randy Davis, South Gate Police.
- ROLL CALL** Carmen Avalos, City Clerk
- PRESENT** Vice Mayor W.H. De Witt, Council Member Gil Hurtado, Council Member Henry C. Gonzalez and Council Member Jorge Morales; City Treasurer Maria Belen Bernal, Interim City Manager George Troxci, City Attorney Raul F. Salinas
- EXCLUDED** Mayor Maria Davila
- 1
PROCLAMATION** The City Council issued a Proclamation declaring October 23 through 31, 2011, as "National Red Ribbon Week."
- 2
PRESENTATION** The City Council received a presentation by the Central Basin Municipal Water District regarding the Large Landscape Demonstration Garden Grant Project, by motion of Vice Mayor De Witt and seconded by Council Member Hurtado. Mayor Davila was absent.
- 3
CITY COUNCIL
APPOINTMENTS** The City Council made the following appointments to the Tweedy Mile Advisory Board. Mayor Davila was absent.
- Gary Baker was appointed to the advisory board by motion of Council Member Hurtado and seconded by Vice Mayor De Witt.
- David Llamas was appointed to the advisory board by motion of Council Member Morales and seconded by Council Member Hurtado.
- Lavern Bates was appointed to the advisory board by motion of Council Member Gonzalez and seconded by Vice Mayor De Witt.
- John Gottes was appointed to the advisory board by motion of Vice Mayor De Witt and seconded by Council Member Hurtado.



**CITY OF SOUTH GATE
TWEEDY MILE ADVISORY BOARD**

Tuesday, April 24, 2012 at 3:00 p.m.

1. Introduction of Staff and Members
2. Election of Chairman and Vice-Chairman
3. Explanation of functions of Tweedy Mile Advisory Board per local State Laws
4. Vote on Staggering Terms
5. Discussion regarding the Tweedy Mile Association Assessment Fee
6. Direct the preparation of Annual Report and Timeline
7. Next Meeting
8. New Business
9. Adjournment

I, Nellie Cobos, Assistant to the City Manager, certify that a true and correct copy of the foregoing Meeting Agenda was posted on April 19, 2012 at 4:30 p.m., as required by law.



Nellie Cobos, Assistant to the City Manager

**TWEEDY MILE PARKING AND BUSINESS IMPROVEMENT AREA
FYs 2006/07 THROUGH 2017/18**

Fiscal Year	Beginning Balance	Collected	Remitted to TMA	Ending Balance	Check Date	Check No.
2006/07	11,083.09	24,237.70	(18,000.00)	17,320.79	12/21/2006	
2007/08	17,320.79	14,331.50	(23,567.44)	8,084.85	12/3/2007	
2008/09	8,084.85	24,089.79	(21,180.93)	10,993.71	2/10/2009	20668
2009/10	10,993.71	26,494.35	(12,292.50)	25,195.56	11/24/2009	25638
2010/11	25,195.56	25,871.98	(27,065.56)	24,001.98	12/22/2010	32665
2010/11	24,001.98	N/A	(24,001.98)	0.00	6/30/2011	36269
2011/12	0.00	25,963.65	(10,000.00)	15,963.65	12/13/2011	38782
2012/13	15,963.65	23,629.95	(21,285.02)	18,308.58	12/19/2012	45297
2013/14	18,308.58	28,564.14	(25,000.00)	21,872.72	11/12/2013	50652
2014/15	21,872.72	21,822.93	(26,000.00)	17,695.65	12/9/2014	57122
2015/16	17,695.65	26,092.19	(22,000.00)	21,787.84	10/27/2015	62392
2016/17	21,787.84	20,773.57	(21,787.84)	20,773.57	2/28/2017	70367
2017/18	20,773.57	23,936.89	(20,773.57)	23,936.89	9/12/2017	73656
2018/19	23,936.89	6,250.96	(23,936.89)	6,250.96	8/14/2018	78811
TOTALS		292,059.60	(296,891.73)			

CITY OF SOUTH GATE
COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT

This Community Development Block Grant Subrecipient Agreement ("Agreement") is made and entered into as of the 10th day of July 2018 by and between the City of South Gate, a municipal corporation ("GRANTEE") and Tweedy Mile Association a California non-profit corporation, doing business as Tweedy Mile Association. ("SUBRECIPIENT").

RECITALS

WHEREAS, GRANTEE has applied for and received Community Development Block Grant ("CDBG") funds from the United States Government through its Department of Housing and Urban Development, hereinafter referred to as "HUD" under Title 1 of Housing and Community Development Act of 1974, as amended, hereinafter referred to as the "ACT," and;

WHEREAS, GRANTEE wishes to engage SUBRECIPIENT, which is qualified by reason of experience, preparation, organization, staffing, and facilities, to provide the program and/or services as described below in "Scope of Services," and;

WHEREAS, GRANTEE recognizes the public benefit in providing the program and/or services described below in the Scope of Services to low- and moderate-income ("LMI") persons and desires "SUBRECIPIENT" to carry out said program and/or services on GRANTEE'S behalf.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties agree as follows:

1. **SCOPE OF SERVICES**

A. **Activities**

The SUBRECIPIENT will provide funding for repairs of damaged windows and doors on a first come first serve basis.

B. **National Objectives**

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Contract will benefit low-and moderate-income persons, as defined under 24 CFR Part 570.208 (a) (2) of the CDBG Program National Objectives.

C. **Levels of Accomplishment**

Total number of City of South Gate business owners/tenants to be served during Fiscal Year 2018-19: 11 businesses

2. **TIME OF PERFORMANCE**

The program and/or services to be provided by SUBRECIPIENT hereunder shall commence July 1, 2018, and shall be completed no later than June 30, 2019. This Agreement does not reimburse any expenditure incurred by SUBRECIPIENT prior to the date of commencement and execution of this Agreement by GRANTEE. This Agreement does not reimburse any expenditure made after the completion date without written authorization to extend the contract, but not more than 12 months, as set forth in Section 27, Time of Performance Modifications. Notwithstanding any provision contained herein to the contrary, this Agreement shall remain in effect during any period of time that SUBRECIPIENT has control over CDBG funds, including program income as provided in Section 11, Program Income below.

3. **COMPENSATION AND METHOD OF PAYMENT**

It is expressly agreed and understood that the total amount to be paid by GRANTEE under this Agreement shall not exceed **FORTY-FIVE THOUSAND THREE HUNDRED TWENTY-FOUR Dollars (\$45,324.00)** of Fiscal Year 2018-19 CDBG funds. Notwithstanding Section 7, Budget Modifications, below and Section 8, Changes in Grant Allocation, below, GRANTEE, in its sole discretion exercisable at any time hereunder, may increase the compensation payable hereunder to SUBRECIPIENT ("Additional Funding") by giving SUBRECIPIENT a written notice offering the Additional Funding ("Additional Funding Offering Notice") for the program and/or services provided under Section 1, Scope of Services above, together with such additional levels of accomplishment, if any, that GRANTEE may prescribe as a condition to accepting the Additional Funding. SUBRECIPIENT may accept the Additional Funding and agree to comply with the additional levels of accomplishment, if any, set forth in the Additional Funding Offering Notice by delivering to GRANTEE a written notice of acceptance ("Additional Funding Acceptance Notice") within five (5) business days after SUBRECIPIENT's receipt of the Additional Funding Offering Notice. If SUBRECIPIENT for any reason does not deliver to GRANTEE the Additional Funding Acceptance Notice within such 5-business day period, then the failure to deliver the Additional Funding Acceptance Notice shall be deemed SUBRECIPIENT's rejection of the Additional Funding. This payment shall constitute full and complete compensation for SUBRECIPIENT services under this Agreement. For the purpose of this Agreement, GRANTEE shall disburse the CDBG funds and monitor SUBRECIPIENT's performance in satisfying the Scope of Services under the terms of this Agreement. Notwithstanding the foregoing, GRANTEE shall not be obligated to disburse to SUBRECIPIENT any funds that GRANTEE does not directly or indirectly receive from HUD for the CDBG program for this Agreement.

Disbursement of payments to SUBRECIPIENT shall be made upon GRANTEE's receipt of the Request for Reimbursement Form together with true and correct copies of receipts, timesheets, invoices, and such other documentation as may be reasonably requested by GRANTEE.

Expenditures shall be documented with supportive evidence for each expenditure and proof of payment, in accordance with HUD regulations. Payments may also be contingent upon certification that SUBRECIPIENT's financial management system is in accordance with the standards specified in OMB Circular A-110. After timely receipt by GRANTEE of each properly documented expenditure submittal, GRANTEE will draw a warrant in favor of SUBRECIPIENT for the approved expenditure amount within thirty (30) days.

4. DOCUMENTATION & REPORTING REQUIREMENTS

The following documents must be submitted to be in compliance with HUD's regulations and guidelines: bid package with labor clause, three bids, and contract with general contractor that includes labor standards requirements and wage decision, statement of Davis-Bacon Act compliance, certified payroll forms, and reports of on-site job interviews.

5. QUARTERLY PERFORMANCE REPORTS

Quarterly Performance Reports shall be submitted by SUBRECIPIENT corresponding to the quarters of the Agreement year: Quarter 1 = July - September, Quarter 2 = October-December, Quarter 3 = January - March and Quarter 4 = April-June. A complete Quarterly Performance Report must be received by the GRANTEE within 30 days after the end of Quarters 1, 2 and 3, and within 10 days of June 30TH after the 4th Quarter.

6. BUDGET SECTION

No more than the amounts specified in the Program Budget may be spent for the separate cost categories specified in the Budget Summary without express prior written approval of GRANTEE. SUBRECIPIENT acknowledges that verbal authorizations shall not be deemed a substitute for written approval.

7. USE OF FUNDS

Funds allocated pursuant to this Agreement shall be used exclusively for costs included in SUBRECIPIENT program budget. Agreement funds shall not be used as security or to guarantee payments for any non-program obligations, nor as loans for non-program activities.

8. BUDGET MODIFICATIONS

GRANTEE, or its designee, may allow budget modifications to this Agreement when such modifications are approved in advance in writing and: a) do not exceed \$8,000 per budget cost category; b) are specifically requested by SUBRECIPIENT; c) do not alter the amount of compensation with this Agreement; d) will not change the eligibility of the project goals or Scope of Services under this Agreement; e) are in the best interests of GRANTEE and SUBRECIPIENT in performing the Scope of Services; and f) when related to salaries, are in accordance with applicable salary ordinances or laws. Requests for modification as described above are subject to review for compliance with the Consolidated Plan, budget summary and program description by the Housing Administrator.

9. CHANGES IN GRANT ALLOCATION

GRANTEE reserves the right to reduce the amount of CDBG funds to be paid hereunder when GRANTEE'S fiscal monitoring indicates that SUBRECIPIENT rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be done after consultation with SUBRECIPIENT and written notification by GRANTEE.

10. REVENUE DISCLOSURE REQUIREMENT

By its execution of this Agreement, SUBRECIPIENT certifies that it has previously filed with GRANTEE a written statement listing all revenue received, or expected to be received, by SUBRECIPIENT from Federal, State, City or County of Los Angeles sources, or from other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by SUBRECIPIENT in conducting current or prospective projects, programs, services, or business activities, including, but not necessarily limited to, the project, program, service or business activity which is the subject of this Agreement. Such statement shall reflect the name and a description of such project, program, service, or business activity, the dollar amount of funding provided, or to be provided, by each and every agency for each such project, program, service, or business activity, and the full name and address of each such agency. During the term of this Agreement, SUBRECIPIENT shall prepare and file a similar written statement each time it receives funding from any agency which is in addition to that revenue disclosed in SUBRECIPIENT'S initial revenue disclosure statement hereunder. Such statement shall be filed by SUBRECIPIENT with GRANTEE within fifteen (15) calendar days following receipt of such additional funding. SUBRECIPIENT shall make available for inspection and audit by GRANTEE'S employees, agents, contractors, or other representatives, upon request, at any time during the duration of this Agreement and during a period of three (3) years thereafter, all of its books and records relating to the operation by it of each project, program, service, or business activity which is funded in whole or in part with governmental monies, whether or not such monies are received through GRANTEE. All such books and records shall be maintained by SUBRECIPIENT. Failure of SUBRECIPIENT to comply with the requirements of this section of the Agreement shall constitute a material breach of contract upon which GRANTEE may cancel, terminate, or suspend this Agreement.

11. JOINT FUNDING

For programs in which there are sources of funds in addition to CDBG funds, SUBRECIPIENT shall provide proof of such funding. GRANTEE shall not pay for any projects, programs, services, or business activities provided by SUBRECIPIENT which are funded by other sources. All restrictions and/or requirements provided in this Agreement relative to accounting, budgeting, and reporting applies to the total program regardless of funding sources.

12. PROGRAM INCOME

Program income represents net income directly generated from the use of CDBG funds by SUBRECIPIENT as a result of the activity funded under the terms of this Agreement. When such income is generated by an activity only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. SUBRECIPIENT shall return program income to GRANTEE. Program income shall be returned to GRANTEE within thirty (30) days after the occurrence of any of the following: (A) disposition or sale of real or personal property

occurs or; (B) cumulative program income reaches increments of one thousand (\$1,000) dollars; or (C) the end of each fiscal year. SUBRECIPIENT shall include the reports required by Section 22, Program Reporting, all sources and amounts of program income on a monthly and year-to-date basis.

13. FISCAL LIMITATIONS

HUD may place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated by the parties. Accordingly, GRANTEE reserves the right to revise, rescind, terminate for convenience or otherwise modify this Agreement because of or related to actions affecting HUD program funding. Where GRANTEE has reasonable grounds to question SUBRECIPIENT's fiscal accountability, financial soundness, or compliance with this Agreement, GRANTEE may act to suspend the operation of this Agreement for up to sixty (60) days upon three (3) days notice to SUBRECIPIENT of GRANTEE's intention to so act, pending an audit or other resolution of such questions. SUBRECIPIENT expressly acknowledges that such changes shall not be the basis for a claim for monetary or other damages. In no event, however, shall any revision made by GRANTEE affect expenditures and legally binding commitments made by SUBRECIPIENT before SUBRECIPIENT received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

14. NONEXPENDABLE PROPERTY

SUBRECIPIENT shall maintain an accurate and independently verifiable record for each item of nonexpendable property acquired for this program with CDBG funds. This record shall be provided to GRANTEE upon request. "Nonexpendable property" shall include tangible personal property, including but not limited to computer equipment, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of GRANTEE and otherwise comply with all applicable laws and regulations. Upon termination of this Agreement, GRANTEE reserves the right to determine the final disposition of said nonexpendable property acquired for this program with CDBG funds, including funds derived therefrom. Said disposition may include GRANTEE taking possession and title of said nonexpendable property. Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of five hundred (\$500) dollars or more per unit.

15. EXPENDABLE PERSONAL PROPERTY

Expendable personal property refers to all tangible personal property other than nonexpendable personal property.

16. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY OR EQUIPMENT

SUBRECIPIENT shall obtain competitive bids prior to purchasing or leasing any nonexpendable personal property or equipment over five hundred (\$500) dollars in unit value and having a life expectancy of more than one (1) year. Such property shall be properly tagged and inventoried. This inventory shall be provided to GRANTEE promptly upon request.

17. ACQUISITION OF SUPPLIES AND EQUIPMENT

SUBRECIPIENT may purchase from a related agency/organization only if: a) prior authorization is obtained in writing from GRANTEE; b) charges do not exceed the authorized amount and minimum written specifications are met; c) a community related benefit is derived from such SUBRECIPIENT-related acquisition; and d) no conflict of interest for private gain accrues to SUBRECIPIENT or its directors, employees, agents or officers or their respective relatives by blood or marriage. For purposes of this Agreement, "relatives" includes parents, child, spouse, brother, sister, in-laws and step relationships.

GRANTEE reserves the right to disallow any purchase from any vendor of supplies, equipment, nonexpendable property or expendable property which is purchased in whole or in part with funds provided by this Agreement. SUBRECIPIENT may seek prior approval of GRANTEE for any such expenditure, and prior approval which is granted shall be binding on GRANTEE unless such expenditure violates federal law or regulations or is disallowed by HUD.

18. PURCHASE

Purchase of equipment or property must be completed before the end of the 4th quarter in any calendar year and all equipment invoices must be submitted by the end of the last month of the term of this Agreement.

19. TRAVEL AND CONFERENCE RESTRICTIONS

SUBRECIPIENT certifies and agrees that travel and conference expenses for persons other than employees of SUBRECIPIENT, will not be paid by funds provided through this Agreement. No travel expenses for out-of-state travel shall be included in this Agreement unless specifically listed in the Budget Summary, attached hereto. SUBRECIPIENT further agrees that any travel expense incurred by SUBRECIPIENT which is not listed in the Program Budget shall not be paid by funds provided through this Agreement.

20. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUND RAISING ACTIVITIES

SUBRECIPIENT certifies and agrees that it will not use funds provided through this Agreement to pay for any entertainment, gifts, or fund raising activities.

21. MONITORING

GRANTEE will conduct quarterly program monitoring to review beneficiary files and program records. GRANTEE and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records and other documents related to the performance of this Agreement. Activities include attendance staff, board of directors, advisory committee and advisory board meetings and observation of on-going program functions. SUBRECIPIENT will permit on-site inspection by GRANTEE and HUD and ensure that its employees and board members furnish such information as, in the judgment of GRANTEE and HUD representatives,

may be relevant to compliance with contractual conditions and HUD directives, or the effectiveness, legality and achievements of the program.

Substandard performance as determined by GRANTEE will constitute non-compliance with and a breach of this Agreement. If action to correct and cure such substandard performance is not taken and completed by SUBRECIPIENT within a reasonable period of time after being notified by GRANTEE, this Agreement may be suspended or terminated by GRANTEE in accordance with its suspension or termination procedures.

22. BENEFICIARY QUALIFICATION

Persons qualifying for program services on the basis of income, hereinafter referred to as BENEFICIARIES, shall have an annual household gross income equal to or less than the low- and moderate-income limits defined by the U.S. Department of Housing and Urban Development (HUD) Income Limits. SUBRECIPIENT is responsible for obtaining from GRANTEE the current applicable HUD Income Guidelines for each year of the Agreement term identified in Section 2, Time of Performance. Under CDBG regulations, the following clientele categories qualify as presumed to benefit persons, 51% of whom are low-and-moderate income: Abused Children; Battered Spouses; Elderly Persons (62 and older); Handicapped Persons; Homeless Persons; Illiterate Persons; Migrant Farm Workers. However, SUBRECIPIENT shall document the household income of all BENEFICIARIES by obtaining from BENEFICIARIES, completed "Beneficiary Qualification Statements."

23. PROGRAM REPORTING

SUBRECIPIENT agrees to prepare and submit financial, program progress, evaluations and other reports as required by HUD or GRANTEE directives. SUBRECIPIENT shall maintain such property, personnel, financial and other records and accounts as are considered necessary by HUD or GRANTEE to assure proper accounting for all Agreement funds. All SUBRECIPIENT records, with the exception of confidential client information, shall be made available to representatives of GRANTEE and the appropriate Federal agencies. SUBRECIPIENT is required to submit data necessary to complete the "Annual Grantee Performance Report" or "Consolidated Annual Performance and Evaluation Report (CAPER)", in accordance with HUD regulations in the format and at the time designated by GRANTEE.

24. FINANCIAL MANAGEMENT

A. Accounting

SUBRECIPIENT agrees to comply with OMB Circular A-110 and further agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122 "Cost Principles for Non Profit Organizations" or A-21 "Cost Principles for Education Institutions," as applicable, for all costs incurred whether charged on a direct or indirect basis.

25. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National objectives of the CDBG program;
- c. Records required for determining the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR part 570.502, and OMB Circular A 110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

B. Retention

SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

C. Client Data

SUBRECIPIENT shall maintain and submit client data demonstrating client eligibility for services provided by obtaining completed "Beneficiary Qualification Statements." Such data shall include, but not be limited to, client name, address, income or for determining eligibility and description of service provided. Such information shall be made available to GRANTEE monitors or their designees for review upon request during on-site monitoring.

D. Disclosure

SUBRECIPIENT understands that client information collected under this Agreement is private and the use, dissemination, transmission or other disclosure of such information, when not directly connected with the administration of the GRANTEE'S or SUBRECIPIENT'S responsibilities with respect to services provided under this Agreement, is strictly prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. SUBRECIPIENT shall take all commercially reasonable action and implement such necessary procedures to safeguard the privacy of all client information and shall provide GRANTEE promptly upon request a narrative description of such safeguards.

E. Property Records

SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 25 CFR Parts 570.503(b) (8), as applicable.

F. Close-Outs

SUBRECIPIENT'S obligation to the GRANTEE under this Agreement shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, including the return of all unused material, equipment, unspent cash advances, program income balances, and accounts receivable to GRANTEE and determining the custodianship of records.

G. Audit and Inspections

SUBRECIPIENT shall arrange for an independent financial/compliance audit to be performed within the direction of Generally Accepted Auditing Standards and Government Auditing Standards and conducted for each fiscal year during the term of this Agreement. Such audit shall be completed not later than one hundred twenty (120) days following the end of such fiscal year. In the event SUBRECIPIENT receives \$500,000 or more in the aggregate in federal funds from all federal funding sources within a fiscal year, SUBRECIPIENT shall be required to perform an audit in compliance with OMB Circular A-133.

SUBRECIPIENT shall submit a copy of the audit report to GRANTEE within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide to GRANTEE a "Corrective Action Plan" which shall contain a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report. Any concern or finding will be referred to the HUD field office.

GRANTEE, or HUD, may make additional audits or reviews, as necessary, to carry out the responsibilities of SUBRECIPIENT under Federal, State or Local laws and regulations. SUBRECIPIENT agrees to cooperate fully with all persons conducting said additional audits or reviews. GRANTEE and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property and premises of SUBRECIPIENT.

If indications of misappropriation or misapplication of the funds of this Agreement cause GRANTEE to require an additional audit, the cost of the audit will be encumbered and deducted from this Agreement budget. Should GRANTEE subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Agreement budget. SUBRECIPIENT shall reimburse all misappropriation or misapplication of funds to GRANTEE.

26. ASSIGNMENT

This Agreement is not assignable by SUBRECIPIENT without the express written consent of GRANTEE. Any attempt by SUBRECIPIENT to assign any performance of the terms of this Agreement shall be null and void and shall constitute a material breach of this Agreement.

27. TERMINATION AND TERMINATION COSTS

This Agreement may be terminated in whole or in part at any time by either party upon giving thirty (30) days notice in writing to the other party. GRANTEE and SUBRECIPIENT shall set forth the reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience.

GRANTEE may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Agreement activity, or if for any reason the timely completion of the work under this Agreement is rendered improbable, infeasible or impossible. If SUBRECIPIENT materially fails to comply with any term of this Agreement, GRANTEE may take one or more of the actions provided under federal regulation at 24 CFR Part 85.43, including, without limitation, temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available. In such event, SUBRECIPIENT shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously reimbursed, to the date of said termination to the extent that CDBG funds are available from HUD.

28. REVERSION OF ASSETS

Upon termination of this Agreement SUBRECIPIENT shall transfer to GRANTEE all real property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 under this Agreement; or it must be disposed of in a manner resulting in a reimbursement to GRANTEE in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

29. TIME OF PERFORMANCE MODIFICATIONS

GRANTEE may grant time of performance modifications to this Agreement when such modifications:

- a. In aggregate do not exceed twelve (12) calendar months;
- b. Are specifically requested by SUBRECIPIENT;
- c. Will not change the project goals or scope of services;
- d. Are in the best interests of GRANTEE and SUBRECIPIENT in performing the scope of services under this Agreement; and
- e. Do not alter the amount of compensation under this Agreement.

30. INDEPENDENT CONTRACTOR

At all times hereunder, each of GRANTEE and SUBRECIPIENT will be acting in an independent capacity and not as agents, employees, partners, joint venture, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

31. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

SUBRECIPIENT shall make every commercially reasonable good faith effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career advancement opportunities for minorities and women, consistent with Federal and State laws. In addition, SUBRECIPIENT shall make every commercially reasonable good faith effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

SUBRECIPIENT agrees to comply with the provisions of the Affirmative Action Compliance Program of GRANTEE and rules and regulations adopted pursuant thereto. SUBRECIPIENT shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, applicable California Public Contracts Code and other applicable Federal, State, and GRANTEE laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

32. PERSONNEL AND PARTICIPANT CONDITIONS**A. Civil Rights****1. Compliance**

SUBRECIPIENT agrees to comply with Title I of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11365 and 12086.

2. Nondiscrimination

SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602 in regards to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the GRANTEE and the United States Government are beneficiaries of and entitled to enforce such covenants. SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. SECTION 504

SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 706), which prohibits discrimination against the handicapped in any Federally assisted program.

B. Affirmative Action**1. Access to Records**

SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

2. **EEO/AA Statement**

SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

33. **RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES**

SUBRECIPIENT agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance of this Agreement. Funds under this Agreement will be used exclusively for performance of the work required under this Agreement and no funds made available under this Agreement shall be used to promote any religious or political activities.

34. **CONFLICT OF INTEREST**

SUBRECIPIENT, its directors, officers, agents and employees shall comply with all applicable Federal, State and Local laws and regulations governing conflict of interest. To this end, SUBRECIPIENT will make available to its directors, officers, agents and employees copies of all applicable Federal, State, and Local laws and regulations governing conflict of interest. In particular, the following Federal regulation paraphrased from 24 CFR 570-611, Conflict of Interest: Except for salaries and related administrative or personnel costs, no employees, agents consultants, officers or elected officials or appointed officials, of subrecipients which receive CDBG funds, who exercise or have exercised any CDBG functions or who are in a position to participate in a decision making process or gain inside information, may obtain a personal or financial interest or benefit from a CDBG assisted activity or any CDBG funded contract, subcontract or agreement, during their tenure or for one year thereafter.

SUBRECIPIENT shall furnish to GRANTEE, prior to GRANTEE's execution of this Agreement, a written list of all current or proposed subgrantees/subcontractors, vendors or personal service providers, including subsidiaries of SUBRECIPIENT. This list should be limited to those subgrantees/subcontractors, vendors or personal service providers, including subsidiaries of SUBRECIPIENT, which will receive \$10,000 or more during the term of this Agreement. Such a list shall include the names, addresses, telephone numbers, and identification of principal party (ies), and a description of services to be provided. During the term of this Agreement, SUBRECIPIENT shall notify GRANTEE in writing of any change in the list of subgrantees/ subcontractors, vendors, personal service providers or subsidiaries of SUBRECIPIENT within fifteen (15) days of change.

35. **REPRESENTATIONS AND WARRANTIES**

SUBRECIPIENT represents and warrants: (A) that SUBRECIPIENT is a duly organized and validly existing nonprofit corporation in good standing under the laws of the state of its incorporation; (B) that the form, terms and provisions of this Agreement have been approved in all respects by SUBRECIPIENT's governing board at a meeting duly noticed and held; (C) that SUBRECIPIENT's executive director has been duly authorized to execute and deliver this Agreement on behalf of SUBRECIPIENT; (D) that SUBRECIPIENT's execution, delivery and performance of this Agreement are not in contravention of any provision of law, or of any agreement, by which SUBRECIPIENT is bound; (E) no action or proceeding is now pending or, to the best of SUBRECIPIENT's knowledge, is threatened, against SUBRECIPIENT, in equity or otherwise, before any court, board, commission, agency or instrumentality of the Federal Government or any state government or of any municipal government or any agency or subdivision thereof; or before any arbitrator or panel of arbitrators; (F) SUBRECIPIENT is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material contractual obligation of SUBRECIPIENT, and no condition exists which with the giving of notice or the lapse of time or both would constitute such a default; (G) all financial statements furnished to GRANTEE by SUBRECIPIENT are true, correct and complete in all material respects and all other information previously furnished by or on behalf of SUBRECIPIENT to GRANTEE in connection with this Agreement is true, complete and correct in all material respects and does not fail to state any material fact necessary to make the statements made not misleading; and (H) no material adverse change in the operations or financial condition of SUBRECIPIENT has occurred since the selection of SUBRECIPIENT and the allocated award of CDBG funds were approved by the City Council of the City of South Gate at the duly noticed public hearings held on March 13, 2018.

36. **INDEMNIFICATION**

SUBRECIPIENT shall indemnify, hold harmless and defend GRANTEE (with legal counsel selected by GRANTEE) and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from SUBRECIPIENT acts, errors or omissions and for any costs or expenses incurred by GRANTEE on account of any claim therefore, except where such indemnification is prohibited by law. SUBRECIPIENT shall promptly notify GRANTEE in writing of the occurrence of any such claims, actions, losses, damages, and/or liability. SUBRECIPIENT shall indemnify and hold harmless GRANTEE against any liability, claims, losses, demands, and actions incurred by GRANTEE as a result of the determination by HUD or its successor that activities undertaken by SUBRECIPIENT under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to SUBRECIPIENT under this Agreement were improperly expended.

37. **INSURANCE REQUIREMENTS**

Without in any way affecting the indemnity herein provided and in addition thereto, SUBRECIPIENT shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

Workers' Compensation - A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of SUBRECIPIENT and all risks to such persons under this Agreement.

Commercial General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million (\$1,000,000) dollars.

Additional Named Insurance - All policies, shall contain additional endorsements naming GRANTEE and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by GRANTEE.

Proof of Coverage - SUBRECIPIENT shall immediately furnish certificates of insurance to GRANTEE evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to GRANTEE, and SUBRECIPIENT shall maintain such insurance from the time SUBRECIPIENT commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, SUBRECIPIENT shall furnish to GRANTEE certified copies of the policies and all endorsements. SUBRECIPIENT shall complete and submit, Insurance Inventory, along with the above required insurance documents.

Insurance Review - The above insurance requirements are subject to periodic review by GRANTEE. GRANTEE's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of GRANTEE. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against GRANTEE, inflation, or any other item reasonably related to the GRANTEE's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

38. ENVIRONMENTAL CONDITIONS

A. Air and Water

SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- i. Clean Air Act, 42 U.S. C., 7401, et seq.
- ii. Federal Water Pollution Control Act, as amended, 33 U.S. C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 115 and Section 308, and all regulations and guidelines issued thereunder.
- iii. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F. R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations in 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

SUBRECIPIENT agrees to comply with the Historic Preservation requirement set forth in the National Historic Preservation Act of 1966, as amended (17 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or Local historic property list.

39. COMPLIANCE WITH LAWS

SUBRECIPIENT agrees to comply with all applicable Federal, State, and Local laws, ordinances, regulations, and directives as they pertain to the performance of this Agreement. This Agreement is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part

40. LOBBYING

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

SUBRECIPIENT certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of this certification be included in any award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

41. AMENDMENTS

This Agreement with exhibits embodies the whole of agreements of the parties hereto. There are no oral agreements not contained herein. No amendment of this Agreement shall be valid unless made in the form of a written amendment to this Agreement formally approved and executed by both parties.

42. NOTICES

All notices shall be served in writing. The notices shall be sent to the following addresses:

CITY OF SOUTH GATE:

Vivian M. Garcia, Housing Administrator
Community Development Department
8650 California Avenue
South Gate, CA 90280
Phone: (323) 563-9585
Fax: (323) 567-0725
E-Mail: vgarcia@sogate.org

SUBRECIPIENT:

LaVerne Bates
Tweedy Mile Association
3470 Tweedy Blvd.
South Gate, CA 90280
Phone: (323) 564-8244
batesrealty@yahoo.com

With a courtesy copy to:

**CITY CLERK
CITY OF SOUTH GATE**
8650 California Avenue
South Gate, CA 90280
Phone: (323) 563-9511
Fax: (323) 563-5411

43. COUNTERPART EXECUTION

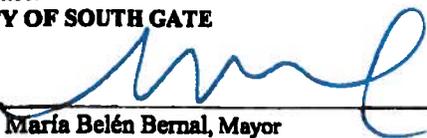
This Agreement may be executed in one or more counterparts. When executed, each counterpart shall be deemed an original irrespective of date of execution. Said counterparts shall together constitute one and the same Agreement.

The selection of SUBRECIPIENT and the allocated award of CDBG funds were previously approved at the duly noticed public hearings held on March 13, 2018 by the City Council of the City of South Gate. This Agreement is an acknowledgment of that selection and allocation of CDBG funds and subsequent responsibilities of the SUBRECIPIENT and GRANTEE.

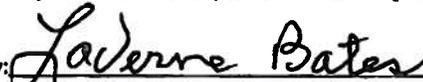
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

EXECUTED AND APPROVED as of the 10th of July 2018.

Grantee:
CITY OF SOUTH GATE

By: 
María Belén Bernal, Mayor

Subrecipient:
Tweedy Mile Association, a California non-profit corporation

By: 
Laverne Bates, Treasurer

ATTEST:


Carmen Avalos, City Clerk
(Seal)

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

Contract No. 3302

**City of South Gate | 1
Tweedy Street Fair Festival Agreement**

EVENT LICENSE AGREEMENT
BETWEEN THE
CITY OF SOUTH GATE
AND
TWEEDY MILE ASSOCIATION

This Event License Agreement ("Agreement") is effective as of February 28, 2017, and is made and entered into by and between the City of South Gate, a municipal corporation ("City"), and the Tweedy Mile Association, a California corporation ("Licensee"). City and Licensee are sometimes collectively referred to herein as the "parties."

RECITALS

Whereas, Licensee desires to organize and produce the Tweedy Street Fair Festival event ("Event") within the City of South Gate on the Friday through Sunday, inclusive, on the first weekend of June, during the term of this Agreement.

Whereas, the City will close to vehicular traffic Tweedy Boulevard, between California Avenue and Alexander Avenue, a for a limited time period, and wherein Licensee will provide Fair equipment, entertainment and festivities with which to attract members of the public, all for the benefit of Licensee and City, as herein provided; and

Whereas, Licensee warrants to the City that it has the qualifications, experience and facilities to perform properly and timely in producing the Event permitted under this Agreement; and

Whereas, City is willing to grant a special event permit and license to Licensee for operation of the Event on Tweedy Boulevard under the terms and conditions herein stated.

Whereas, the Agreement is intended to cover a three year cycle for Events in 2017, 2018 and 2019.

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. 1 OBLIGATIONS AND DUTIES OF THE PARTIES

- A.** City hereby grants to Licensee a temporary exclusive license to use a designated portion of the City's right-of-way known as Tweedy Boulevard, between California Avenue and Alexander Avenue, for the limited purpose of conducting the Fair during the times specified in Section 4.1 Hours of Operation.
- B.** Licensee is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of City.

1.1 REVOCABILITY

City may in its sole and unfettered discretion, revoke this permit and license and/or terminate the Agreement without cause upon thirty (30) days advance written notice. In the event that any of the terms of this Agreement or city ordinances are violated, or, in the event that, in the City's sole discretion and judgment, there is an eminent threat to public health or safety, City may revoke this permit and license at any time and require that all activities related to the license be ceased. In the event that the City should revoke the permit as a result of an eminent threat to public health or safety, the City shall not be responsible for any additional costs or lost revenues incurred by licensee.

1.2 CITY AGENT

The City's Director of Community Development, or his/her designee ("Director"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Licensee understands that the Director has the authority to provide that approval or authorization. The Director retains full discretion to consult with the City Manager, City Attorney, other City personnel and consultants, and the City Council, as necessary, during the term of this Agreement relating to such approvals or authorizations related to Licensee's event hereunder.

2.0 TERM OF AGREEMENT

This Agreement will become effective upon execution and will remain in effect until June 30, 2019 unless otherwise expressly extended or revoked in writing.

3.0 FAIR AREA

The Fair shall be conducted on that portion of Tweedy Boulevard, between California Avenue from the eastern most boundary of the intersection crosswalk (thereby leaving the intersection open, and unaffected by the Fair) and Alexander Avenue from the western most boundary of the intersection crosswalk (thereby leaving the intersection proper open, and unaffected by the Fair). Said portion of Tweedy Boulevard is hereby designated as the "Fair Area." The intersection at Otis and California shall at all times remain accessible to emergency traffic.

3.1 HOURS OF OPERATION

The Fair shall operate within the following days and times:

- Friday from 5:00 p.m. to 12:00 a.m.
- Saturday from 12:00 noon to 12:00 a.m.
- Sunday from 12:00 noon to 10:00 pm.

Entertainment stages will close 1 hour prior to closing each day. The Licensee will cease selling carnival tickets at 11:00 p.m. on Friday and Saturday, and Sunday at 9:00 pm.

3.2 TOTAL FAIR TIME

"Total Fair Time" shall be that period of time between the commencement of the Fair (Friday at 5:00 p.m.) and its conclusion (Sunday at 10:00 p.m.). "Total Fair Time" is subject to City approval.

3.3 SET-UP

The license granted by City to Licensee to use the Fair Area shall be and remain in effect on the days and during the hours specified below:

- A. From 8:00 p.m. on the Wednesday before the Street Fair for the purpose of setting up the equipment and supplies required to conduct the Fair ("Set Up Time") through and including 8:00 a.m. on the Monday following the Street Fair for the purpose of removing the Fair equipment ("Break Down Time"), subject to the terms and conditions set forth below. Set Up Time and Break Down Time are collectively referred to as "Preparation Time."
- B. From Wednesday 8:00 p.m. from California to San Carlos, for the purpose of setting up carnival rides; from Thursday 12:00 a.m. (midnight Wednesday evening), from Alexander Avenue to San Vincents Avenue, for the purpose of setting up carnival rides, and equipment and supplies required to conduct the Fair.
- C. Set Up and Breakdown Times are subject to City approval.

3.4 CLEAN-UP

- A. Licensee shall, at its sole cost and expense, engage adequate personnel and equipment as is necessary to clean the Fair area and return it and its environs to the condition it was prior to the Fair.
- B. Should Licensee fail to adequately clean the Fair Area in a timely fashion, City will perform the work and charge Licensee for all costs associated with the clean-up.

4.0 EQUIPMENT

Licensee shall, at its sole cost and expense, and during the Set Up Time, place, construct, install and set up in the Fair Area, such as food booths, non-food booths, games, carnival rides, stages and stage areas for entertainment and side shows, portable toilets, trash receptacles, generators, ticket sales booths, and other facilities and equipment required to conduct the Fair ("Equipment"), subject to the following terms and conditions:

A. Minimum Requirements for such Equipment shall be as follows:

- 1. Canopies, canvas, and similar material constituting any of such Equipment, and particularly concessionaire booths, shall be made of fire retardant material.
- 2. All concessionaire booths shall meet Health Department and Fire Department requirements for the sale of merchandise or food products.

B. Equipment Placement Plan

Licensee shall provide City with an Equipment Placement Plan for all Equipment at least fifteen (15) days before the Event. Said Equipment Placement Plan shall include an "approximately-to-scale" diagram of the Fair Area, on which shall be interposed a diagram of each piece of Equipment.

The Licensee shall make any final decision regarding Equipment Placement, in the exercise of reasonable discretion, after good faith consultation and discussion with City, except as to the following:

1. Electrical generators shall be located in such a manner as to minimize the noise impacts on surrounding residents and those attending the Fair.
2. A sufficient number of portable toilets shall be provided and shall be located in such a manner as to minimize any offensive odors and noise impacts on surrounding residents and those attending the Fair.
3. All Equipment shall be located in such a manner as to permit a continuous open and unencumbered path, at least ten feet (10') wide, between the entrances on each end of the Fair Area so as to permit an emergency vehicle to enter and exit the Fair Area without requiring the movement of any Equipment.

C. Small Trash Receptacles

Licensee shall provide a sufficient number of small trash receptacles and shall identify the locations of such small trash receptacles in the Equipment Placement Plan.

D. Area and Equipment Maintenance

Licensee shall hire and maintain sufficient personnel to correct mechanical problems with the Equipment, and to keep the same clean and orderly. This shall include, but is not limited to, the duty to keep all portable toilets and all trash receptacles in a clean and neat appearance at all times, and to keep all offensive odors to a minimum.

5.0 ADVERTISING

Licensee shall provide for thorough public awareness of the Fair. In connection with said duty, Licensee shall be responsible for the following:

A. Advertising

Licensee shall, at its sole cost and expense, prepare, develop and submit to City thirty (30) days prior to the Event flyers, posters and street banner to advertise the event to the community.

B. Schedule of Activities.

Licensee shall develop a Schedule of Activities which is consistent with, and includes, all of Licensee's duties to provide the Equipment and entertainment required under this Agreement; and submit to City for review (30) days prior to the Event.

6.0 CONCESSIONAIRE RENTALS

Between the execution of this Agreement and the commencement of the Total Fair Time, Licensee shall use its best efforts to encourage concessionaire participation, especially among South Gate vendors, and to promote booth rental agreements with concessionaires willing to participate in the Fair, all on such terms and conditions as Licensee deems reasonably appropriate following good faith consultation with the City; provided, however, that such terms and conditions shall not be inconsistent with the following:

A. Electricity.

Licensee shall provide, at its sole cost and expense, electricity (110V, 15A service), and bring same to one point at the booth of any concessionaire requiring same. Concessionaires shall provide their own electric cords for the distribution of electricity to any appliances requiring same. Additional power may be provided at concessionaires' cost.

B. Rules and Regulations.

Each booth rental agreement shall contain rules and regulations which have been adopted by Licensee and approved in advance by City.

C. Booth Equipment.

Concessionaires shall provide their own tables, lights, electric cords, water hoses, and such other equipment and supplies as they deem necessary and appropriate to conduct their activities from the rented booth.

D. Business License Required.

In lieu of requiring each individual Concessionaire to obtain a business license from the City directly, the City will issue a single venue license/permit to the Licensee which will cover all concessionaires approved by the Licensee for the duration of the Fair. The Licensee shall not pay any business license fee for the event. The Licensee shall submit a list of approved Concessionaires to the City prior to the event. Each approved Concessionaire shall have, in their possession at all times during the Fair, a flyer or other approved signage indicating that they are approved by the Licensee.

E. No Alcoholic Beverage Sales.

Concessionaires shall not be permitted to sell or otherwise distribute alcoholic beverages from anywhere on, around or near the Fair Area. Nothing herein is intended to preempt or contravene the laws, rules and regulations of the Alcoholic Beverage Control Board regarding the authorized sale and distribution of alcoholic beverages. Specifically, licensed liquor stores may continue to sell alcoholic beverages for off-site consumption from authorized locations.

F. Booth Rental Rates.

Licensee shall rent booths on the basis of a single fee for the Total Fair Time. Preference shall be given to South Gate merchants, civic organizations and residents. The Licensee, within thirty (30) days prior to the event, shall furnish the City a schedule of booth rental rates for concessionaires.

G. Inclement Weather.

Licensee shall include in the booth rental agreement an inclement weather policy which shall be uniformly applicable to all concessionaires. Licensee shall defend and hold City, its elected

and appointed officer, employees, agents and volunteers harmless from any claims asserted against the City for any loss or damage suffered by any concessionaire due to inclement weather.

7.0 SECURITY PLAN

Licensee shall, following consultation with the City's Police Department, submit a plan providing for the security of all those who attend or participate in the Fair. Such Plan shall relate to equipment used during the Fair Time and Preparation Time, City property (including any City barricades used in connection with the Fair), and concessionaire property, and shall be submitted to the City three (3) weeks prior to the Fair.-Said plan shall include, at a minimum:

- A. An element that requires all hired security personnel to be approved by City, if City so requests.
- B. A requirement that all security personnel be in radio communication with the City's Police Department, if City so requests.
- C. City shall promptly review said Security Plan, and, to the extent that modifications are required, City shall promptly meet with Licensee to negotiate changes to said Security Plan.
- D. After any such meeting, City may modify said Security Plan in any manner that it deems reasonably appropriate to protect the public safety.
- E. Licensee shall, at its sole cost and expense, engage such personnel and provide such equipment as is necessary to implement said Security Plan.
- F. Licensee shall reimburse City the sum of Thirty Thousand Dollars (\$30,000) to help cover some of the costs and expenses incurred in providing police services and other City services related to the event. In the event that Tweedy Mile Street Fair expenses exceed revenue, the City will provide an additional subsidy for the exact loss up to \$10,000.

8.0 CHARGES TO THE PUBLIC

LICENSEE shall not impose any admission charge upon any member of the public entering the Fair Area, or any charge for parking or for entertainment. Charges to be imposed upon members of the public for carnival rides and for exhibits shall be established by LICENSEE.

9.0 FAIR EMPLOYEE HOUSING

All fair employees shall be housed outside of the CITY's boundaries during the Total Fair Time and Preparation Time.

10.0 REIMBURSEMENT TO THE CITY

Within sixty (60) days after the conclusion of the Fair, LICENSEE shall deliver to CITY an accounting of all proceeds derived from the Fair, and shall, at that time, pay to CITY, by check, the amount of \$30,000 for reimbursement of expenses incurred in providing police services and other City services related to the event. In the event that Tweedy Mile Street Fair expenses exceed revenue, the City will provide and additional subsidy for the exact loss up to \$10,000.

11.0 AUDIT RIGHTS

The City shall have the right to examine and inspect all books, records, unsold tickets, and any other pertinent financial documentation related to the conduct of the Fair prepared by or in the possession of Licensee, or any of its employees or subcontractors.

12.0 DUTIES OF LICENSEE

A. Merchant Deliveries.

Licensee shall notify, in writing, all persons whose business property is adjacent to the Fair Area that the Fair is scheduled to occur, and the dates and times of the Fair. Licensee shall, in the same notice, encourage such persons to schedule deliveries and pick-up of merchandise at times other than during Total Fair Time.

B. Notification to Churches.

Licensee shall notify in advance, in writing, all churches located on Tweedy Boulevard of the dates and times of the Fair, and of the street closure required to conduct the Fair, thirty (30) days prior to the Fair.

C. Proximate Residents.

Licensee shall notify in writing all residents within three (3) block area north and south of the Fair Area of the occurrence of the Fair, the dates and times of the Fair, and of the street closure required by the Fair, thirty (30) days prior to the Fair.

D. Utilities.

Licensee shall provide, at its sole cost and expense, a source of electricity and water for each of the concessionaires requiring same.

E. Fair Concept.

Licensee shall prepare for the Fair during Set-Up Time, and shall use the Fair Area during the Total Fair Time in the manner, as herein specified. Licensee shall promptly remove all Fair equipment and during Break Down Time, return the Fair Area, and its environs, to the condition it was in prior to the Fair.

F. Entertainment.

Licensee shall, at its sole cost and expense, provide daily family-type entertainment acts, such as dancing, music or other similar entertainment. All entertainment proposed by Licensee shall be reviewed and approved by City in advance at least 14 days before the event. City has right to refuse and deny any participant or entertainment act from performing at the Street Fair.

G. Smoking Designated Areas.

Licensee shall provide smoking designated areas and identify the locations with signage

H. Parking.

4. Employee Personal Vehicles.

Licensee shall cause Fair employees to park those vehicles, not required for use in connection with the Fair, in such areas as City shall designate at or prior to commencement of Total Fair Time. No street parking shall be permitted.

5. Public Vehicles.

City shall encourage members of the public attending the Fair to park personal vehicles in such public or private parking lots as may be designated at or prior to Total Fair Time. Should City determine it necessary, City will permit the use of parking lots surrounding its Main Park to be used for public parking.

13.0 COMPENSATION TO LICENSEE

Except as provided herein Licensee will receive no compensation from the City for operation of the Event or other services provided by Licensee under this Agreement unless agreed to in advance by the Director in writing.

- A. Licensee may charge vendors a reasonable entry fee to participate in the Street Fair Festival or any related activities.
- B. Licensee may not charge parking fees associated with the Event.
- C. Licensee may charge vendors either a flat fee or a percentage of their gross sales, for their participation as a vendor in the Event. Licensee is solely responsible for the collection and accounting of any fees it may charge.
- D. Licensee may sell advertising, solicit sponsors and include affiliate organizations and businesses in order to secure financial support for the Event. City shall have final approval of all sponsors or advertisers who will be associated with or advertise at the event beyond Licensee, which approval shall not be unreasonably withheld. Licensee may not make any commitment or agreement which would exceed its rights under this agreement.

14.0 SPECIAL TERMS AND CONDITIONS

- A. Street Fair Festival Management – It is agreed that the Licensee will require the assistance of a professional carnival and entertainment management firm to provide carnival and entertainment management services including advertising, activity/food booths, entertainment and other related services. It is also agreed that these services may be provided by a non-profit or for-profit business or corporation at a reasonable fee. As a Co-Sponsor of the Event, the City reserves the right to have any contract for Carnival or Entertainment Management Services to be reviewed by the Director along with any fees charged as part of that agreement. The City reserves the right to refuse any event management firm or specific agreement at its sole discretion.

- B. Carnival Rides, equipment, supplies, and vehicles may not be stored at City Park facilities before, during or after Licensee's license period without express written consent from the Director of Parks and Recreation. In the event that the Carnival Ride Management Firm wishes to store or park equipment, rides or vehicles at City Park facilities, before, during or after the event, the Carnival Ride Management Firm must secure a parking permit from the Department of Parks & Recreation directly and pay a parking fee not to exceed \$500 per day. Licensee will not be allowed to secure such permit on behalf of the contractor. Carnival vehicles, rides or equipment parked or stored at City Park facilities without a permit will be subject to fines and impound.**
- C. Carnival Ride Overnight Parking –Carnival Ride Management Firm must make appropriate storage arrangements for all equipment, vehicles and rides which must be parked or stored for any period of time prior to set up or after cleanup. In no case may carnival rides or equipment arrive in the City prior to 8:00am on Tuesday and must be removed from the City by 8:00 am the following Tuesday.**
- D. Show Mobile Set-up – In the event that Licensee wishes to utilize the City's Show Mobile as an auxiliary stage during the event, Licensee must notify the City's Director of Parks & Recreation at least thirty (30) days prior to the event. Licensee will provide the City with a diagram indicating the location where the Show Mobile is to be set up. Licensee will arrange to have the Show Mobile delivered, set up and removed during normal City working hours. The City will waive all normal rental fees for the use of the Show Mobile and normal setup. Any extraordinary costs including overtime or special equipment will be reimbursed by Licensee.**
- E. Street Fair Festival Management and Notification to Residents and Businesses - Licensee shall work closely with the City to ensure a minimum of inconvenience to impacted residents and businesses along the Fair Area. Notices shall be delivered thirty (30) days before the Event by Licensee at Licensee's expense as required by City.**
- F. Assignments and Subletting - Licensee shall not assign or otherwise transfer all or any part of Licensee's rights in this Agreement without prior written approval from the City.**
- G. Family Event - Licensee has sole determination and responsibility of the acts, performers, schedule, vendors, and activities which together represent the nature and character of the Event. Licensee understands that this event and the facilities remain subject to all City Ordinances, Rules and Regulations and that the nature of the event shall be promoted and presented as a "Family Event" and that all events and activities shall be conducted at a level of decorum and behavior appropriate for all ages.**
- H. Modifications - Licensee may not make any modifications to existing facilities without express written consent from City. Any modifications so approved will be at the sole expense of Licensee and Licensee shall be responsible for all costs to restore Route to its original condition at the conclusion of the Event unless this condition is expressly waived by the City in writing.**
- I. Advertising - Licensee and City shall cooperate in developing a promotional plan for the Event. Licensee is solely responsible for all advertising costs associated with the Event. The City may, at its sole discretion, assist in advertising the Event through its own means and at its own cost. In doing so, City shall comply with all logos, slogans and other advertising**

standards provided by Licensee. Through this Agreement, Licensee is given express permission to use the City logo and/or the phrase "City of South Gate", in any of its advertising or promotions. All advertising materials shall be approved by City prior to its use or release to the public.

- J.** Licensee shall notify all local governmental agencies having jurisdictional responsibility over the Event and cooperate with them in regards to their requirements for protection of the public, such as the Fire Department.
- K.** Sanitation - Licensee shall provide a sufficient number of portable toilets, including ADA compliant toilets, and trash receptacles to handle the needs of the attending public. Toilets shall be cleaned on a frequent basis. Trash cans shall be emptied with enough frequency to prevent overflow or the attracting of insects or other pests. Trash, litter and other debris not in trash cans will be picked up and removed from the Route throughout the event and with enough frequency to ensure a safe, healthy and inviting event location. Trash may be placed in dumpsters provided by the City at the City's expense.
- L.** Food spoils- Vendors who will be preparing food to be sold in the Street Fair Festival may not use City trash cans or dumpsters for food spoils or preparation waste. Such waste must be disposed of off-site.
- M.** City shall provide staff to patrol and monitor the Street Fair Festival which occupies City streets. The extent of these services shall be at the sole discretion of the City and shall be at the City's expense.
- N.** Licensee shall retain the right to revoke admission to the Event grounds of any person suspected to be in possession of any alcoholic beverages, illegal drugs, weapons, animals, or acting in a manner that may cause alarm to the general public.
- O.** Damage - In the event that any property damage is sustained as a result of the Event, Licensee agrees to repair the damage at Licensee's expense.
- P.** Pollution Discharge - Licensee shall be responsible for ensuring that Event and all associated activities are operated and maintained in compliance with the provisions of the National Pollution Discharge Elimination System (NPDES).
- Q.** Title to Abandoned Property Other Than Trash - All property, including personal property, fixtures and utility installations within the Route, shall, unless removed by Licensee at the conclusion of the Event, be deemed to be abandoned, and shall become property of the City.
- R.** Utilities - Unless specifically agreed to in writing, Licensee shall be responsible for all utilities except as provided by the City as part of its co-sponsorship.
- S.** Firearms - Firearms and explosives are expressly forbidden. Any employee, vendor, contractor or security personnel who will have a firearm while on the Route must receive special permission from the Chief of Police to do so. Any pyrotechnics or other event oriented explosive devices must be approved ahead of time by City and by Los Angeles County Fire Department.

15.0 INDEMNIFICATION AND INSURANCE

- A. Licensee shall at its sole expense, maintain in effect at all times during the performance of work and services under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.**
- B. Licensee shall indemnify City, its elected officials, officers and employees, and shall hold City harmless, and shall defend City upon request and tender of defense, against any and all liability and loss, including but not limited to reasonable attorney's fees, which City may incur because of injury to any person or damage to or destruction of any property caused by Licensee, its agents, employees, manager, owners, members, vendors, customers, or invitees.**
- C. Not less than thirty (30) days prior to the start of each event, Licensee shall submit to the City certificates indicating the Permittee has obtained from insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California insurance policies for not less than the following coverage and limits of insurance:**
 - 1. General liability insurance coverage in an amount not less than \$5,000,000 for carnival rides and attractions; and \$1,000,000 for entertainment/fair management.**
 - 2. Workers' compensation coverage as required by law and with employer's liability limits of at least \$1,000,000 per occurrence.**
 - 3. Automobile coverage shall have a combined single limit of not less than \$1,000,000, for injuries arising out of one occurrence, and \$500,000 for property damages. The automobile and comprehensive general liability policies may be combined in a single policy.**
 - 4. Comprehensive General Liability insurance as follows:**
 - (a) An endorsement extending coverage to the City, its officers, agents and employees as an additional insured, in the same manner as the named insured, as respects liability arising out of activities related to this agreement.**
 - (b) A clause specifying that such insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.**
 - (c) A "Severability of Interest" clause stating that the insurance policy applies to each insured person as if each had a separate insurance.**
 - (d) A provision or endorsement stating that such insurance, subject to all of its other terms and conditions, cover the operations of the Permittee pursuant to the terms of this Agreement.**
 - (e) If the Permittee allows the participation of children under the age of eighteen years, a policy including coverage of at least \$500,000 per occurrence for liability or claims related to molestation.**
 - 5. As a condition precedent to this Agreement, the Permittee shall maintain such insurance and shall provide to the City such subsequent certificates of insurance evidencing the continued maintenance of all required policies and endorsements throughout the term of this agreement.**

6. The requirements as to the types and limits of insurance to be maintained by the Permittee are not intended to and shall not in any manner limit or qualify the Permittee's liabilities and obligations under this Agreement.
7. Any policy or policies of insurance that the Permittee elects to carry as insurance against loss or damage to its equipment and other personal property used in the event of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.
8. All of the Permittee's policies shall contain an endorsement providing that written notice shall be given to the City at least thirty (30) calendar days prior to cancellation of the policy for any reason.
9. The Permittee shall require any and all subcontractors to provide comparable insurance unless specifically covered under Permittee's policy.
 - (a) Cover all operations and activities of the Permittee pursuant to the terms of this Agreement. AN ACTUAL COPY OF THE BLANKET ADDITIONAL INSURED POLICY LANGUAGE OR ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF LIABILITY INSURANCE.

16.0 COMPLIANCE WITH LAWS AND PARK RULES

Licensee and all its vendors shall comply with all applicable laws, ordinances, rules and regulations of all governmental agencies, including, without limitation, all City and Park rules and regulations.

17.0 NON-DISCRIMINATION

The Licensee shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the event of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

18.0 CITY'S OBLIGATIONS

Except for the obligations of City specifically set forth in this Agreement, it is intended by the parties hereto that City shall have no obligation, in any manner whatsoever, to repair and maintain neither the Route, nor any structural improvements located thereon, nor any equipment now or hereafter located therein.

A. Condition of Premises

Licensee shall accept the Fair Area in its condition existing as of the date of the Event immediately preceding occupancy by Licensee or its vendor, customers, employees or agents. Licensee acknowledges that neither City, nor any representative of the City, has made any representation or warranty as to the present of future suitability of the Fair Area for the conduct of Licensee's business. Furthermore, City makes no representations as to

whether hazardous materials or toxic waste may be located on or near the subject premises.

B. Notification of unsafe conditions

In the event that the Licensee believes that an unsafe condition exists as a result of its inspection of the Fair Area prior to any scheduled Event, it is the responsibility of the Licensee to notify the Director of Community Development of such conditions immediately and ensure that Licensee activities, employees, vendors and members of the public are prevented from entering any area which may be deemed hazardous or unsafe by the Licensee until such conditions may be appropriately corrected.

C. Security Measures

Licensee acknowledges that nothing in this Agreement obligates the City to provide guard service or other security measures, and that City shall have no obligation whatsoever to provide same. Licensee assumes all responsibility for the protection of Event, its vendors, agents and invitees, from acts of third parties.

D. Restrictions on Vehicular Traffic

City shall take such measures as may be required to restrict all vehicular traffic during the Total Fair Time from the Fair Area, and to restrict all vehicular traffic during Preparation Time on Tweedy Boulevard in the Fair Area, in accordance with a plan to be prepared by Licensee and approved by City; provided, however, that such plan shall not restrict access by any emergency vehicles, the operators of which determine that access to, from or thought the Fair Area during Total Fair Time or Preparation Time is necessary for an emergency response.

E. Waiver of License Fees and Certain Inspection Fees.

City hereby waives all business license fees and special permit fees normally required of individual Concessionaires for the Fair itself. City shall provide to Licensee, without charge, such inspection services as the Building and Safety Department may require of fairs or carnivals. Licensee shall arrange for all other inspections which are legally required, including, if necessary, health inspections and County Fire Department inspections.

The Department of Public Works allows temporary water use from its system hydrants. An application to obtain a permit to utilize the hydrant is available at City Hall in the Engineering Department. The fee to use the fire hydrants is \$975 dollars and it requires a \$1,000 dollar deposit (per meter) that will be refunded once City receives the meter back. The backflow device fee will be waived contingent of the backflow devices being returned. If the devices are stolen or damaged, the City will deduct the cost from the deposit.

19.0 RELATIONSHIP OF THE PARTIES

Licensee shall at all times act as an independent contractor to the City under this Agreement. Nothing in this Agreement shall be constructed as creating a partnership, joint venture, or agent relationship, it being understood that each of the parties hereto is responsible for its own separate debts and obligations. The Licensee shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any

control over the conduct of the Licensee, or any of the Licensee's employees or sub-contractors, except as herein set forth, and the Licensee expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants, employees or sub-contractors are in any manner employees of the City, it being distinctly understood that the Licensee is and shall at all times remain to the City a wholly independent contractor and the Licensee obligations to the City are solely such as are prescribed by this Agreement.

20.0 NOTICE TO PARTIES

Any notice required or permitted under this Agreement to be given by either party may be given by depositing in the United States mail, postage prepaid, first class, a notice addressed as follows:

To City:

City of South Gate
8650 California Avenue
South Gate, CA 90280
Attn: Joe Perez, Director of Community Development
(323) 563-9566/jperez@sogate.org

To Licensee:

Tweedy Mile Association
3472 Tweedy Blvd.
South Gate, CA 90280
Evan Greenspan, President
(213) 446-5946

21.0 GENERAL PROVISIONS

A. Legal Construction

1. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.
2. This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. This Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
3. The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.
4. Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

B. Waiver: Remedies Cumulative

Failure by a party to insist upon the event of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

C. Mitigation of Damages

In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

D. Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

E. Attorneys' Fees

The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

F. Entire Agreement

This Agreement constitutes the whole agreement between the City and the Licensee, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Licensee.

G. Severability

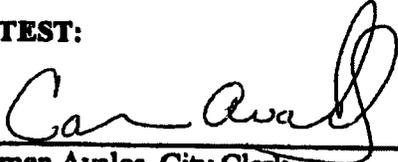
The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions hereof.

CITY OF SOUTH GATE:



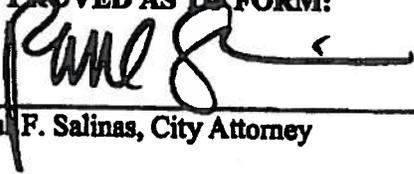
W.H. (Bill) De Witt, Mayor

ATTEST:



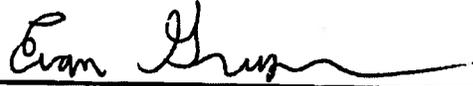
Carmen Avalos, City Clerk
(Seal)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

TWEEDY MILE ASSOCIATION:



Evan Greenspan, Tweedy Mile Association President

Contract No. 3262

**SPECIAL EVENT LICENSE AGREEMENT FOR CAR SHOW OPERATIONS
BETWEEN THE CITY OF SOUTH GATE
AND
TWEEDY MILE ASSOCIATION**

This License Agreement (AGREEMENT) is effective as of December 1, 2016, and is made and entered into by and between the City of South Gate, a municipal corporation (hereinafter referred to as the "CITY"), and Tweedy Mile Association (hereinafter referred to as the "LICENSEE").

RECITALS

A. Whereas, LICENSEE desires to hold and produce a Car Show event (CAR SHOW) within the City of South Gate; and

B. Whereas, CITY desires to continue to offer this historic event in South Gate as part of the annual Azalea CAR SHOW; and

C. Whereas, LICENSEE warrants to the CITY that it has the qualifications, experience and facilities to perform properly and timely in producing the CAR SHOW permitted under this Agreement.

D. Whereas, CITY is willing to grant a license to LICENSEE for operation of a CAR SHOW at South Gate Park under the terms and conditions herein stated.

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1.0 GRANT OF EXCLUSIVE LICENSE

CITY hereby grants to LICENSEE a temporary, revocable and exclusive license to enter upon those areas of South Gate Park specified on the attached diagram Attachment A – (CAR SHOW AREA) and to use said property at the times and dates agreed upon by LICENSEE and CITY and attached hereto, according to the terms and conditions, herein provided. Unless otherwise stipulated or modified, the proposed events shall take place annually on the Sunday which falls during the Annual Azalea Festival and shall take place on the South Gate Golf Course, a specific schedule to be agreed upon in writing at least six months prior to each event.

1.1 Revocability

CITY may in its sole and unfettered discretion, revoke this license and/or terminate the agreement without cause upon thirty (30) days advance written notice. In the event that any of the terms of this agreement or city ordinances are violated, or, in the event that, in the CITY's sole discretion and judgment, there is an eminent threat to public health or safety, CITY may revoke this license at any time and require that all activities related to the license be ceased.

Both Attachment A – CAR SHOW AREA and Attachment B – SCHEDULE may be revised by mutual agreement of both parties at any time. Such revisions should be made in writing and signed by both parties as acknowledgement of their acceptance.

1.2 Exclusive

LICENSEE is granted exclusive use of the designated areas for the days and times specified in the agreement. CITY may not grant permission to other persons to use the same property, which is the subject matter of this Agreement at the same times as are herein specified without other or further notice to LICENSEE. CITY reserves the right for its staff and representatives to enter into the CAR SHOW AREA at any time for maintenance, security or monitoring purposes.

The exclusive nature of this agreement pertains solely to the use of the designated CAR SHOW AREA during the dates and times specified in this agreement. This exclusivity shall not be construed to prevent the CITY from any operations, licensing or use of the CAR SHOW AREA outside of the designated periods or to limit the ability of the CITY to offer other events or activities of a similar nature. CITY reserves the right to produce other events, whether or not they are similar in nature to LICENSEE's EVENTS or to enter into other license agreements so long as they do not directly conflict with LICENSEE's use of CAR SHOW AREA.

1.3 Temporary

Unless sooner revoked, rescinded, or terminated, this Agreement shall automatically expire as specified under Section 3: TERM OF AGREEMENT.

2.0 PERMISSABLE USE

Licensee shall use, under terms and conditions consistent with those set forth in this Agreement, the CAR SHOW AREA for the sole purpose of conducting a classic car show and other associated activities as specifically approved by CITY, and for no other purpose. All activities, vendors, performers, designated spectator areas, signage, preparation areas, support staff, vehicles and equipment shall be located in the CAR SHOW AREA.

All vendors, sales of merchandise and food service shall comply with all City, County and State laws and regulations including having a current business license with the CITY and adhering to all health codes. Licensee and sellers shall not interfere with or impede access for emergency vehicles. Any additional equipment or requirements needed to meet health codes or other regulations beyond those specifically outlined in this agreement as being "CITY responsibility" shall be the responsibility of LICENSEE.

3.0 TERM OF AGREEMENT

This agreement will become effective on upon execution and will remain in effect until December 1, 2019 unless otherwise expressly extended or revoked.

4.0 HOURS OF OPERATION

The license herein granted shall be valid only during days and hours as agreed to in advance by CITY and documented in Attachment B - Schedule. Normal hours of operation are between the hours of 6:00 a.m. and 10:00 p.m. Specific days and times shall be agreed upon by both parties at least 30 days prior to the event for each of the following activities; setup, performance and cleanup.

- a) Setup – Set up may begin on the day of the event no earlier than 6:00am. Prior to the scheduled start of set up, LICENSEE may have non-exclusive access as needed for measurement, inspection or other evaluation and planning purposes. There can be no deliveries of equipment or arrival of vehicles or staff prior to the setup period. At the beginning of the setup period, LICENSEE shall have exclusive use and full responsibility for the CAR SHOW AREA including all safety and security. CITY will not be responsible for equipment or other materials left in the CAR SHOW AREA. Members of the public shall not be allowed within the CAR SHOW AREA during Setup.
- b) Event – Event periods shall be those periods specified when the CAR SHOW AREA is open to the public. All sales, entertainment, carnival rides, games and associated activities shall be restricted to those hours designated for the Event period. No vehicles will be allowed to be moved in the CAR SHOW AREA while the public is present. Event periods will end no later than 10:00pm.
- c) Clean up – LICENSEE will have one day after the final performance to remove all equipment, materials and supplies from the CAR SHOW AREA and return the CAR SHOW AREA to its original condition. Clean up activities must take place between the hours of 6:00 a.m. and 10:00 p.m. Members of the public shall not be allowed within the CAR SHOW AREA during Cleanup.
- d) Materials, supplies, equipment and vehicles may not be stored at CITY facilities outside of the CAR SHOW AREA before, during or after LICENSEE's license period without express written consent from the CITY.

Days and times may be modified at any time by mutual written agreement of the parties.

5.0 LICENSE FEES. This event is acknowledged to be part of the CITY's annual Azalea Festival. As such, all fees associated with this LICENSE are to be waived. This LICENSE FEE is exclusive of any fees or costs owed by the LICENSEE to any other agency or business and is exclusive of those direct costs to be reimbursed to the CITY as specified in 7.0c below.

In addition and at the same time, LICENSEE shall provide CITY with a security deposit of \$1,000 to be held until all claims of damage or additional costs have been resolved and reimbursed to the CITY. At such time, CITY shall return LICENSEE's security deposit by check within 30 days.

6.0 COMPENSATION TO LICENSEE. LICENSEE will receive no compensation from the CITY for operation of the CAR SHOW or other services provided by LICENSEE in association with this agreement unless agreed to in advance by the DIRECTOR in writing.

- a) LICENSEE may not charge parking fees associated with the CAR SHOW.

- b) LICENSEE may charge entry fees for both entrants and spectators entering the CAR SHOW AREA.
- c) LICENSEE may charge vendors either a flat fee or a percentage of their gross sales, for their participation as a vendor in the CAR SHOW. LICENSEE is solely responsible for the collection and accounting of any fees it may charge.
- d) LICENSEE may sell advertising, solicit sponsors and include affiliate organizations and businesses in order to secure financial support for the CAR SHOW. CITY shall have final approval of all sponsors or advertisers who will be associated with or advertise at the event beyond LICENSEE. LICENSEE may not make any commitment or agreement which would exceed their rights as spelled out in this agreement and may not make any commitment or agreement on behalf of the CITY or in any way act or represent themselves as an agent of the CITY.

7.0 CITY AGENT. The Director of Parks & Recreation, or his/her designee (DIRECTOR), for the purposes of this Agreement, is the agent for the CITY; whenever approval or authorization is required, LICENSEE understands that the Director of Parks & Recreation, or his/her designee, has the authority to provide that approval or authorization.

8.0 SPECIAL TERMS AND CONDITIONS

- a) Habitation – Vendors, crew, performers and other employees, contractors or agents of LICENSEE shall not be allowed to habitate or otherwise camp or stay in the CAR SHOW AREA or on the park grounds or parking lots after hours of operation other than one designated security personnel who is responsible for monitoring and maintaining security and safety in the CAR SHOW AREA during those hours of non-operation.
- b) Fees - LICENSEE shall pay all fees and costs required by government agencies related to the CAR SHOW including permit fees, health inspections, business license, fire and other governmental charges.
- c) City Costs – LICENSEE shall pay all costs incurred by the CITY in relation to the CAR SHOW (CITY COSTS) including those costs associated with the CITY's obligations as outlined in this agreement. Such costs may include additional park maintenance, public works support, police services, etc. No less than 30 days prior to the CAR SHOW, CITY shall provide LICENSEE with an itemized estimate of all costs which the CITY can reasonably foresee for services and costs that the CITY expects to incur as a result of the CAR SHOW. These costs will be based upon services requested by the LICENSEE and for those services which the CITY feels, in its sole discretion, necessary for the safety and integrity of the facilities and the public. This estimate shall not limit the CITY's ability to require reimbursement for additional costs incurred by unforeseen incidents or for additional requests made by LICENSEE after the preparation of the estimate.
- d) Reimbursement to City – Within 7 days of the conclusion of the CAR SHOW, CITY shall provide LICENSEE with an accounting of those actual costs to be reimbursed as specified above. If LICENSEE wishes to dispute any costs included within the accounting, LICENSEE must do so in writing within 7 days of receipt of accounting report from CITY. Once CITY and LICENSEE agree on the amount to be reimbursed to the CITY, LICENSEE will provide payment in full within 7 days. Alternately, if the

Reimbursement to City is less than the Security Deposit, LICENSEE may request that the Reimbursement be deducted from the Security Deposit.

- e) Security – Unless otherwise agreed upon, the CITY shall provide security for the CAR SHOW through the resources of the South Gate Police Department. The CITY, at its sole discretion, shall determine the required level of security and at least 30 days prior to the CAR SHOW, shall provide LICENSEE with an operational plan for such along with an estimated cost for these services. All costs associated with security, police or public safety personnel provided as a direct result of the CAR SHOW shall be reimbursed by LICENSEE.
- f) Firearms – Firearms and explosives are expressly forbidden on the park. Any employee, vendor, contractor or security personnel who will have a firearm while on the park must receive special permission from the Chief of Police to do so. Any pyrotechnics or other performance oriented explosive devices must be approved ahead of time by CITY and by Los Angeles County Fire Department.
- g) Talent - LICENSEE has sole determination and responsibility of the acts, performers, schedule, vendors, and activities which together represent the nature and character of the CAR SHOW. LICENSEE understands that this event and the facilities remain subject to all Park Ordinances, Rules and Regulations and that the nature of the event shall be promoted and presented as a “Family Event” and that all performances and activities shall comply to a level of decorum, language and behavior which will create an atmosphere appropriate for all ages.
- h) Equipment – LICENSEE is provided with the CAR SHOW AREA in as-is condition. LICENSEE is responsible to provide all equipment, supplies and materials required to operate the CAR SHOW. All equipment and staging as well as booths, rides and other attractions must comply with all local, state and federal regulations as well as all industry standards for safety and proper operation.
- i) Modifications – LICENSEE may not make any modifications to existing facilities without express written consent from CITY. Any modifications so approved will be at the sole expense of LICENSEE and LICENSEE shall be responsible for all costs to restore CAR SHOW AREA to its original condition at the conclusion of the CAR SHOW unless this condition is expressly waived by the CITY in writing.
- j) Advertising – LICENSEE and CITY shall cooperate in developing a promotional plan for the CAR SHOW. LICENSEE is solely responsible for all advertising costs associated with the CAR SHOW. The CITY may, at its sole discretion, assist in advertising the CAR SHOW through its own means and at its own cost. In doing so, CITY shall comply with all logos, slogans and other advertising standards provided by LICENSEE. LICENSEE is hereby given express permission to use the City logo or the names City of South Gate, Parks & Recreation or South Gate Park as a co-sponsor of the event in any of its advertising or promotions. Unless otherwise agreed to, all advertising will refer to the CAR SHOW as the “Annual Azalea Car Show” and the City of South Gate Parks & Recreation Department will be designated as an event sponsor as mutually deemed appropriate.

- k) CITY may allow up to ten (10) booths to be set up in the CAR SHOW AREA by local organizations for the purpose of distributing information only. Such booths shall consist of no more than a 10'x10' canopy, one eight foot table and two chairs along with such display items and informational pieces required. All displays as well as canopy, table and chairs will be provided either by the organization or by the CITY.
- l) LICENSEE shall notify all local governmental agencies having jurisdictional responsibility over the CAR SHOW and cooperate with them in regards to their requirements for protection of the public.
- m) Sanitation - LICENSEE shall provide sufficient number of portable toilets, including ADA compliant toilets, and trash receptacles to handle the needs of the attending public. Toilets shall be cleaned on a frequent basis. Trash cans shall be emptied with enough frequency to prevent overflow or the attracting of insects or other pests. Trash, litter and other debris not in trash cans will be picked up and removed from the CAR SHOW AREA throughout the event and with enough frequency to ensure a safe, healthy and inviting event location. Trash may be placed in dumpsters provided by the CITY at the CITY's expense.
- n) Food spoils – Vendors who will be preparing food to be sold in the CAR SHOW AREA may not use CITY trash cans or dumpsters for food spoils or preparation waste. Such waste must be disposed of offsite.
- o) CITY shall provide staff to patrol and clean parking lots designated for CAR SHOW parking. Cost for such services shall be included in CITY COSTS and reimbursed by LICENSEE.
- p) Alcohol – LICENSEE understands and agrees that alcohol, alcohol related products or drug paraphernalia may not be sold or advertised in the CAR SHOW AREA or in relation to the CAR SHOW.
- q) LICENSEE shall retain the right to revoke admission to the CAR SHOW grounds of any person suspected to be in possession of any alcoholic beverages, illegal drugs, weapons, animals, or acting in a manner that may cause alarm to the general public.
- r) Damage - In the event that any property damage is sustained as a result of the CAR SHOW, LICENSEE agrees to repair the damage at LICENSEE's expense.
- s) Pollution Discharge - LICENSEE shall be responsible for ensuring that CAR SHOW and all associated activities are operated and maintained in compliance with the provisions of the National Pollution Discharge Elimination System (NPDES).
- t) Title to Abandoned Property other than Trash - All property, including personal property, fixtures and utility installations within the CAR SHOW AREA, shall, unless removed by LICENSEE at the conclusion of the CAR SHOW, be deemed to be abandoned, and shall become property of the CITY.
- u) Utilities – Unless specifically agreed to in writing, LICENSEE shall be responsible for all water, gas, heat, light, power, telephone, and other utilities and services required for the

CAR SHOW. If any such services are provided by the CITY and cannot be separately metered, LICENSEE shall pay a reasonable proportion of all charges jointly metered with other premises, as determined by CITY.

- v) Assignments and Subletting - LICENSEE shall not voluntarily or by operation of law assign, transfer, mortgage, pledge, or otherwise transfer or encumber all or any part of LICENSEE's interest in this Agreement or in the CAR SHOW AREA.

9.0 INDEMNIFICATION AND INSURANCE

9.1 LICENSEE shall indemnify CITY, its elected officials, officers and employees, and shall hold CITY harmless, and shall defend CITY upon request and tender of defense, against any and all liability and loss, including but not limited to reasonable attorney's fees, which CITY may incur because of injury to any person or damage to or destruction of any property caused by LICENSEE, its agents, employees, manager, owners, members, vendors, customers, or invitees.

9.2 Not less than thirty (30) days prior to the start of each event, LICENSEE shall submit to the CITY certificates indicating the Permittee has obtained from insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California insurance policies for not less than the following coverage and limits of insurance:

- i) General liability insurance coverage in an amount not less than \$5,000,000 if carnival rides or attractions are included or \$2,000,000 if they are not.
- ii) Workers' compensation coverage as required by law and with employer's liability limits of at least \$1,000,000 per occurrence.
- iii) Automobile coverage shall have a combined single limit of not less than \$1,000,000, for injuries arising out of one occurrence, and \$500,000 for property damages. The automobile and comprehensive general liability policies may be combined in a single policy
- iv) Comprehensive General Liability insurance as follows:
 - (a) An endorsement extending coverage to the City, its officers, agents and employees as an additional insured, in the same manner as the named insured, as respects liability arising out of activities related to this agreement.
 - (b) A clause specifying that such insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.
 - (c) A "Severability of Interest" clause stating that the insurance policy applies to each insured person as if each had a separate insurance.

- (d) A provision or endorsement stating that such insurance, subject to all of its other terms and conditions, cover the operations of the Permittee pursuant to the terms of this Agreement.
- (e) If the Permittee allows the participation of children under the age of eighteen years, a policy including coverage of at least \$500,000 per occurrence for liability or claims related to molestation.
- v) As a condition precedent to this Agreement, the Permittee shall maintain such insurance and shall provide to the City such subsequent certificates of insurance evidencing the continued maintenance of all required policies and endorsements throughout the term of this agreement.
- vi) The requirements as to the types and limits of insurance to be maintained by the Permittee are not intended to and shall not in any manner limit or qualify the Permittee's liabilities and obligations under this Agreement.
- vii) Any policy or policies of insurance that the Permittee elects to carry as insurance against loss or damage to its equipment and other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.
- viii) All of the Permittee's policies shall contain an endorsement providing that written notice shall be given to the City at least thirty (30) calendar days prior to cancellation of the policy for any reason.
- ix) The Permittee shall require any and all subcontractors to provide comparable insurance unless specifically covered under Permittee's policy.
- x) Cover all operations and activities of the Permittee pursuant to the terms of this Agreement.
- xi) AN ACTUAL COPY OF THE BLANKET ADDITIONAL INSURED POLICY LANGUAGE OR ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF LIABILITY INSURANCE.

10.0 COMPLIANCE WITH LAWS AND PARK RULES

LICENSEE and all its vendors shall comply with all applicable laws, ordinances, rules and regulations of all governmental agencies, including, without limitation, all CITY and Park rules and regulations.

11.0 NON-DISCRIMINATION.

The LICENSEE shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and CITY governments.

12.0 CITY'S OBLIGATIONS

Except for the obligations of CITY specifically set forth in this Agreement, it is intended by the parties hereto that CITY shall have no obligation, in any manner whatsoever, to repair and maintain the CAR SHOW AREA, nor any structural improvements located thereon, nor any equipment now or hereafter located therein. LICENSEE expressly waives the benefit of any statute now, or hereafter, in effect which would entitle LICENSEE to make repairs at CITY's expense.

12.1 Specific Facilities to be provided

No less than 90 days prior to each event, LICENSEE shall submit a final version of Attachment A and B outlining the specific facilities to be used, equipment to be provided by City and ancillary facilities requested. Use of the Golf Course itself, the ShowMobile and the Starters Shack shall be covered by the License Fee as designated in Section 5. Any additional requests may result in additional charges as designated in Section 8.C.

12.2 Condition of Premises

LICENSEE shall accept the CAR SHOW AREA in its condition existing as of the date of each CAR SHOW immediately preceding occupancy by LICENSEE or its vendor, customers, employees or agents. LICENSEE acknowledges that neither CITY, nor any representative of the CITY, has made any representation or warranty as to the present or future suitability of the CAR SHOW AREA for the conduct of LICENSEE's event. Furthermore, CITY makes no representations as to whether hazardous materials or toxic waste may be located on or near the subject premises.

12.3 Notification of unsafe conditions

In the event that the LICENSEE believes that an unsafe condition exists as a result of their inspection of the CAR SHOW AREA prior to any scheduled CAR SHOW, it is the responsibility of the LICENSEE to notify the DIRECTOR of such conditions immediately and ensure that LICENSEE activities, employees, vendors and members of the public are prevented from entering any area which may be deemed hazardous or unsafe by the LICENSEE until such conditions may be appropriately corrected.

12.4 Security Measures

LICENSEE acknowledges that nothing in this Agreement obligates the CITY to provide guard service or other security measures for the protection of the vehicles equipment or belongings of any participant, exhibitor, vendor or performer and that CITY shall have no obligation whatsoever to provide same. LICENSEE assumes all responsibility for the protection of CAR SHOW, its vendors, agents and invitees, from acts of third parties.

13. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be constructed as creating a partnership or a joint venture, it being understood that each of the parties hereto is responsible for its own separate debts and obligations. The LICENSEE shall have no power to incur any debt or obligation for or on behalf of the CITY. Neither the CITY nor any of its officers or employees shall have any control over

the conduct of the LICENSEE, or any of the LICENSEE's employees, except as herein set forth, and the LICENSEE expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the CITY, it being distinctly understood that the LICENSEE is and shall at all times remain to the CITY a wholly independent contractor and the LICENSEE obligations to the CITY are solely such as are prescribed by this Agreement.

16.0 NOTICE TO PARTIES

Any notice required or permitted under this Agreement to be given by either party may be given by depositing in the United States mail, postage prepaid, first class, a notice addressed as follows:

To CITY: CITY of South Gate
4900 Southern Avenue
South Gate, CA 90280
Attn: Paul L. Adams, Director of Parks & Recreation

To LICENSEE: President
Tweedy Mile Association
3517-C Tweedy Blvd.
South Gate, CA 90280

17.0 GENERAL PROVISIONS

17.1 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

17.2 Waiver; Remedies Cumulative.

Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17.3 Mitigation of Damages.

In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

17.4 Partial Invalidity.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17.5 Attorneys' Fees.

The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

17.6 Entire Agreement.

This Agreement constitutes the whole agreement between the CITY and the LICENSEE, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the CITY and the LICENSEE.

17.7 Non-Assignability.

The LICENSEE shall not assign or transfer any interest in this Agreement without the express prior written consent of the CITY.

17.8 Severability

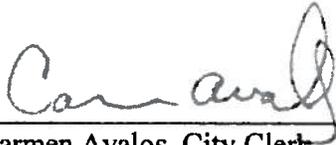
The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions hereof.

CITY OF SOUTH GATE:



W.H. (Bill) De Witt, Mayor

ATTEST:



Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

TWEEDY MILE ASSOCIATION:



By: Evan Greenspan
Title: President

RECEIVED

City of South Gate

Item No. 11

CITY COUNCIL

SEP 18 2018

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

5:45pm

AGENDA BILL

For the Regular Meeting of: September 25, 2018

Originating Department: Administrative Services

Department Director:


Jackie Acosta

City Manager:


Michael Flad

SUBJECT: ESTABLISHMENT OF A BUDGET SUBCOMMITTEE

PURPOSE: To establish a Budget Subcommittee, make appointments to the subcommittee, and set a meeting schedule for the subcommittee.

RECOMMENDED ACTIONS:

- a. Establish a Budget Subcommittee
- b. Make appointments to the Budget Subcommittee
- c. Set a meeting schedule for the Budget Subcommittee

FISCAL IMPACT: There is no fiscal impact associated with establishing a Budget Subcommittee, other than the staff time incurred staffing this subcommittee and any ancillary supplies that might be used related to the subcommittee.

ANALYSIS: It is not uncommon for cities to have a subcommittee of the City Council that focuses on fiscal sustainability and related financial issues.

BACKGROUND: Two members of the City Council have expressed interest in establishing a Budget Subcommittee. It is recommended that the Budget Subcommittee be made up of two City Council Members, the City Treasurer and the City's Director of Administrative Services. It is also recommended that the subcommittee meet on a regular basis. This would make the subcommittee a standing committee which would be subject to the Ralph M. Brown Act (CA Government Code Section 54950 et seq.) requiring the meetings to be open to the public and publicly noticed just as City Council meetings are. The scope of work that is envisioned for the subcommittee is to discuss issues such as: the budget, City revenues and expenditures, unfunded liabilities, audits, restricted funds, the water fund, 5-year financial planning, etc.

ATTACHMENT: None

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SEP 19 2018

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

2:10pm

AGENDA BILL

For the Regular Meeting of: September 25, 2018

Originating Department: Community Development

Department Director:

Joe Perez
Joe Perez

City Manager:

Michael Flad
Michael Flad

SUBJECT: PROPOSED HOLLYDALE COMMUNITY GROUP

PURPOSE: This item was placed on the Agenda at the request of Mayor María Belén Bernal to consider a process to inform Hollydale residents of activities, meetings and other pertinent information concerning the potential development of County-owned property located at 11269 Garfield Avenue in the City of Downey.

RECOMMENDED ACTION: Authorize the City Manager or his designee to provide on-going updates to Neighborhood Watch Captains/Co-Captains in the Hollydale area concerning the potential development of County-owned property located at 11269 Garfield Avenue (American Legion Site) in the City of Downey.

FISCAL IMPACT: None.

ANALYSIS: The Los Angeles County owns a 2.2 acre property at 11269 Garfield Avenue, located at the northwest corner of Garfield Avenue and Gardendale Street (within the City of Downey). This property is on the border of Downey and the Hollydale community of South Gate. The site contains a vacant field, a parking lot and 6,840 square foot building. The Los Angeles County (County) leases the property to the American Legion Hollydale Post #723.

The City of Downey and the County are in the preliminary stage of developing this property, with both having entered into a Memorandum of Understanding (MOU) regarding the exploration of an affordable housing project at the site. The MOU calls for a collaborative effort between Downey and the County in preparing a Request for Proposals from the development community for a possible supportive housing development for homeless and low-to-moderate income veterans.

Although there is currently no specific project under consideration, several South Gate residents from the Hollydale community have expressed concerns about the potential impacts such a development could have on their neighborhood. These concerns have been communicated to the City in numerous e-mails and phone calls, as well as at two very well-attended community meetings at the American Legion site on August 15, 2018, and at South Gate Park Auditorium on September 6, 2018. The same concerns communicated by South Gate residents have, in turn, been expressed by South Gate City Council Members and staff to the offices of Los Angeles

County Supervisors Hilda Solis (District No. 1) and Janice Hahn (District No. 4), and Downey City Council Members.

Utilizing Neighborhood Watch Captains/Co-Captains

During the aforementioned community meetings, some members of the public stated their desire to have a group of Hollydale residents involved in receiving and disseminating relevant information from the City regarding the development of the American Legion site. The City's extensive and active Neighborhood Watch Program consists of grass-roots leaders who are ideally suited to fulfill this role. Consisting of Neighborhood Watch Captains and Co-Captains, this volunteer network has proven itself to be highly capable and reliable in communicating important information to residents. There are currently 28 Neighborhood Watch Captains/Co-Captains in the Hollydale area that are organized and equipped to efficiently perform this important function. As such, it is recommended that the Hollydale Neighborhood Watch Captains/Co-Captains be utilized in this capacity throughout the planning and development process for the American Legion property.

ATTACHMENT: None.

RECEIVED

City of South Gate

CITY COUNCIL

SEP 19 2018

AGENDA BILL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

4:00pm

For the Regular Meeting of: September 25, 2018

Originating Department: Community Development

Department Director: Joe Perez
Joe Perez

City Manager: Michael Flad
Michael Flad

SUBJECT: PRESENTATION AND UPDATE ON THE WEST SANTA ANA BRANCH TRANSIT CORRIDOR

PURPOSE: This item was added to the Agenda at the request of Councilmember Maria Davila to receive an update on the status of the West Santa Ana Branch (WSAB) Transit Corridor Project, a 20-mile light rail transit project that is undergoing an Environmental Impact Statement (EIS)/Environmental Impact Report (EIR) process. The WSAB Transit Corridor will run from Downtown LA to the City of Artesia, through the City of South Gate.

RECOMMENDED ACTION: Receive and file the presentation and report on the West Santa Ana Branch Transit Corridor.

FISCAL IMPACT: No fiscal impact.

ANALYSIS: Mike Kodama, Executive Director of Eco-Rapid Transit will be presenting an update to the City Council on the status of the WSAB Transit Corridor Project. Eco-Rapid Transit is a joint powers authority of 13 government agencies, including the City of South Gate.

Eco-Rapid Transit has moved forward working with the LA County Metropolitan Transit Authority (Metro) to plan and build a \$5-6 billion, 20-mile light rail transit project WSAB Transit Corridor Project with ridership that will rival any new light rail line in the country. The project is funded by Measure M and will run through the City of South Gate and have one station located at Firestone Boulevard and Atlantic Avenue. There will be two other stations on the City's border at Garfield Avenue and Gardendale Street in the City of Downey and intersecting the Metro Green Line at the I-105 freeway, between Garfield Avenue and Paramount Boulevard. Metro recently completed its alternative analysis and is now in the environmental phase of planning.

Eco-Rapid Transit has worked with its member cities to analyze environmental justice issues, develop a transit oriented development guidebook and create a series of station area plans. It also created new concepts related to "plane-to-train" and ground access at airports.

BACKGROUND: The WSAB Transit Corridor Project is a 20-mile corridor being evaluated by Metro as a new light rail transit line to provide reliable transit service to meet the future mobility needs of residents, employees and visitors who travel within the study area. The new light rail transit

line would connect downtown Los Angeles to southeast LA County, serving the cities and communities of Arts District, Little Tokyo, Los Angeles, unincorporated Florence-Graham community of LA County, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos, and Artesia. WSAB is currently undergoing environmental analysis, in compliance with federal and state requirements, to prepare the corridor for light rail transit use. The rail corridor is anticipated to serve commuters in a high travel demand corridor, providing relief to the constrained transportation systems currently available to these communities. In addition, the project is expected to provide a direct connection to the Metro Green Line and the LA County regional transit network. The project is anticipated to break ground in 2022.

ATTACHMENT: PowerPoint Presentation



ECO-RAPID TRANSIT



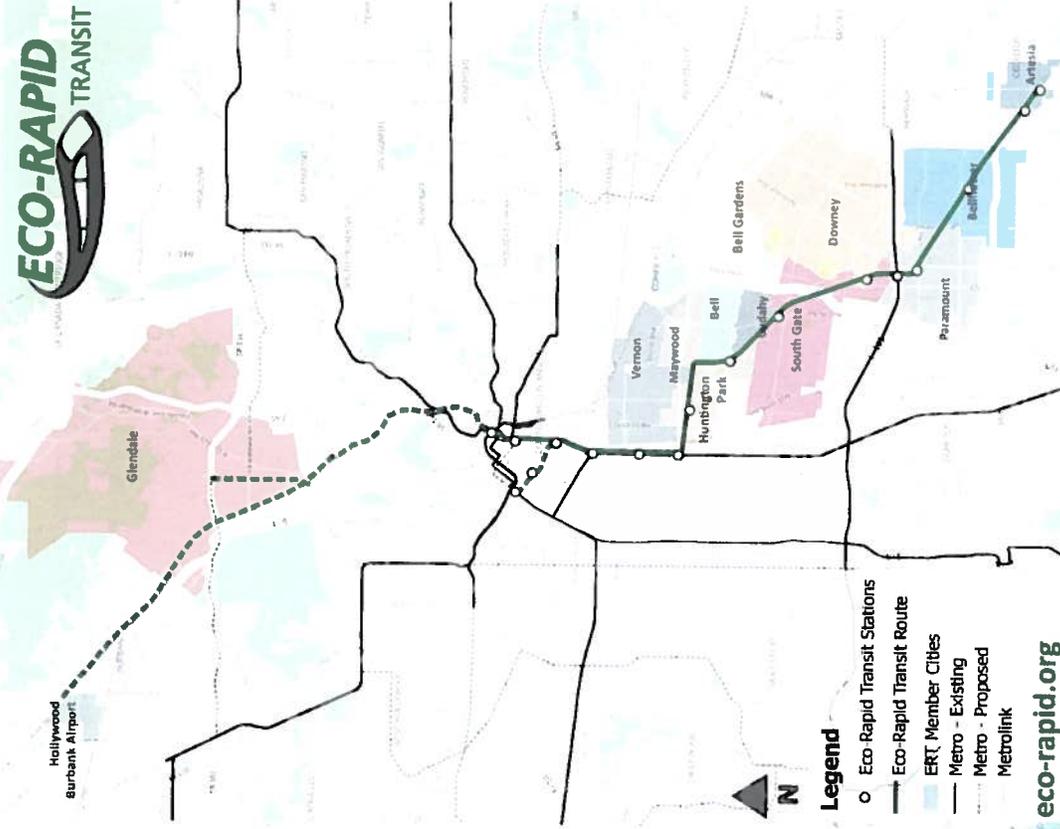
Michael R. Kodama
mkodama@eco-rapid.org

Connecting communities, creating jobs and generating opportunities



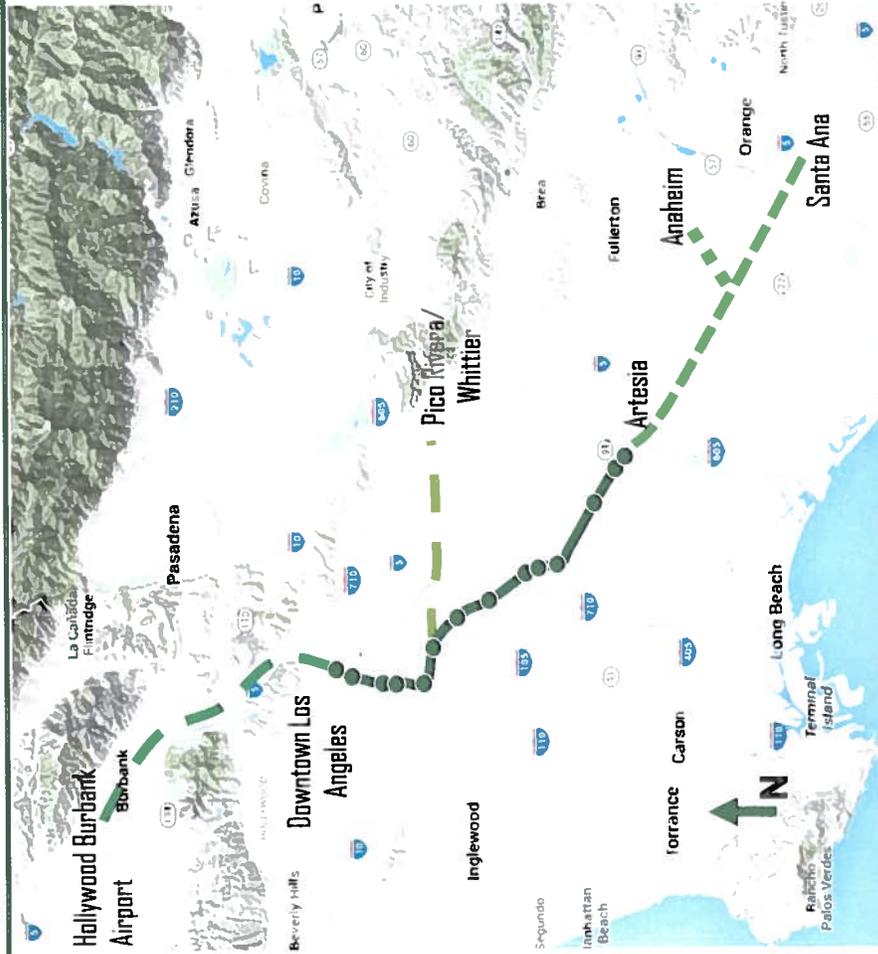
Members:

- City of Artesia
- City of Bell
- City of Bellflower
- City of Bell Gardens
- City of Burbank
- City of Cudahy
- City of Downey
- City of Glendale
- City of Huntington Park
- City of Maywood
- City of Paramount
- City of South Gate
- City of Vernon
- Burbank-Glendale-Pasadena Airport Authority



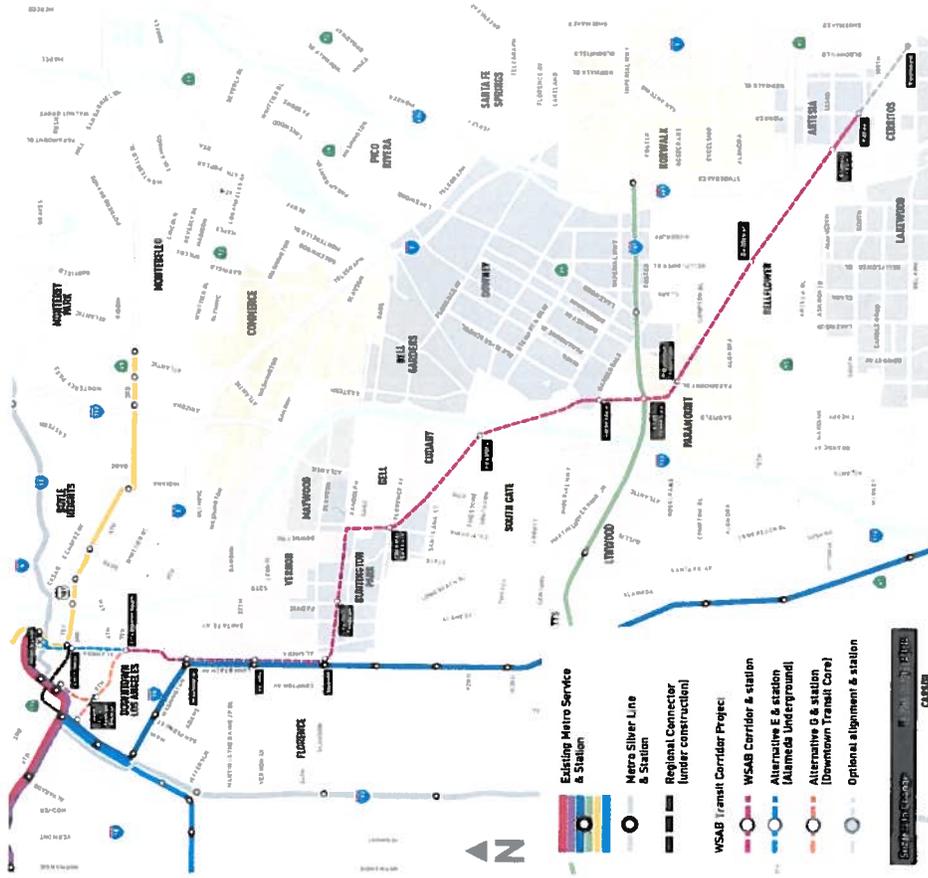
Connecting communities, creating jobs, and generating opportunities

Eco-Rapid Transit Vision



Connecting communities, creating jobs, and generating opportunities

West Santa Ana Branch Transit Corridor Project Overview



West Santa Ana Branch Map

Environmental Scoping Alternatives

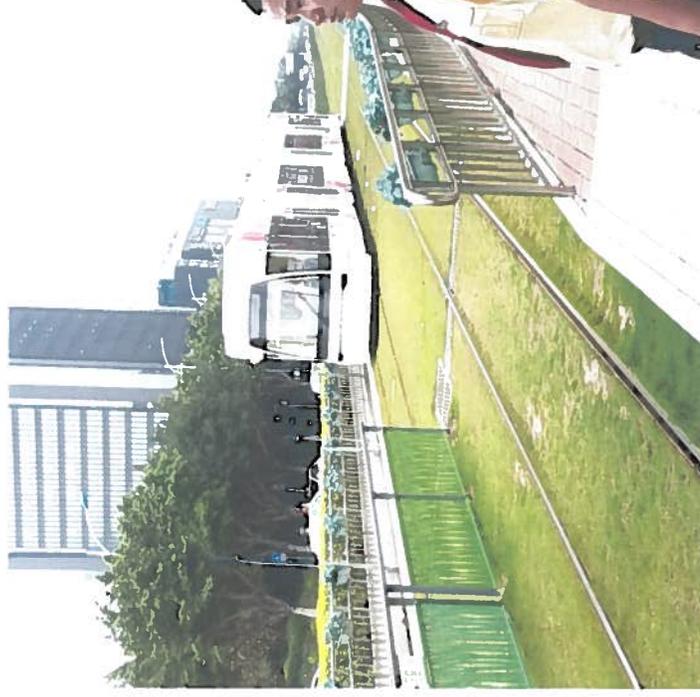
Connecting communities, creating jobs, and generating opportunities



Eco-Rapid Transit, South Gate & Metro



- Environmental Process
- Public Private Partnership
- Transit Oriented Development



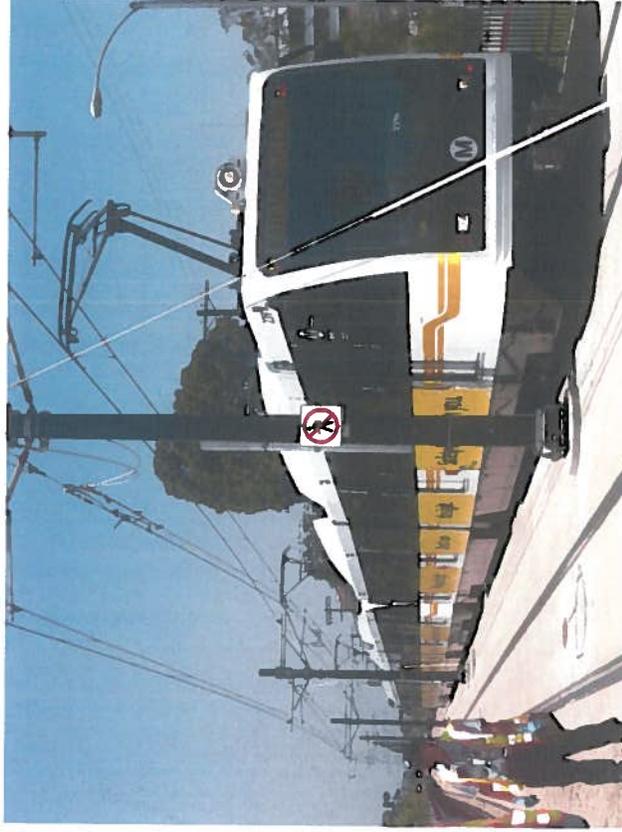
Connecting communities, creating jobs, and generating opportunities.



Eco-Rapid Transit, South Gate & Metro



- Construction – 2020 or 2021
- Operation - 2028



Connecting communities, creating jobs and generating opportunities

Goals

Prepare a TOD implementation strategy that builds on a shared vision of the corridor and supports community planning efforts by:

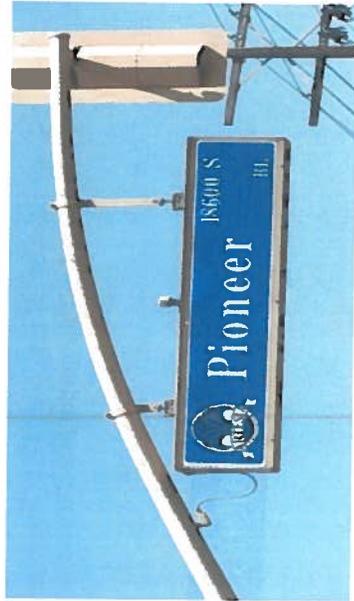
Catalyst for Corridor-Wide Economic Development

- Maximize the potential benefits from the investment in transit infrastructure
- Build on the community assets in the corridor
- Develop an implementation plan specific to the unique strengths and needs of each community

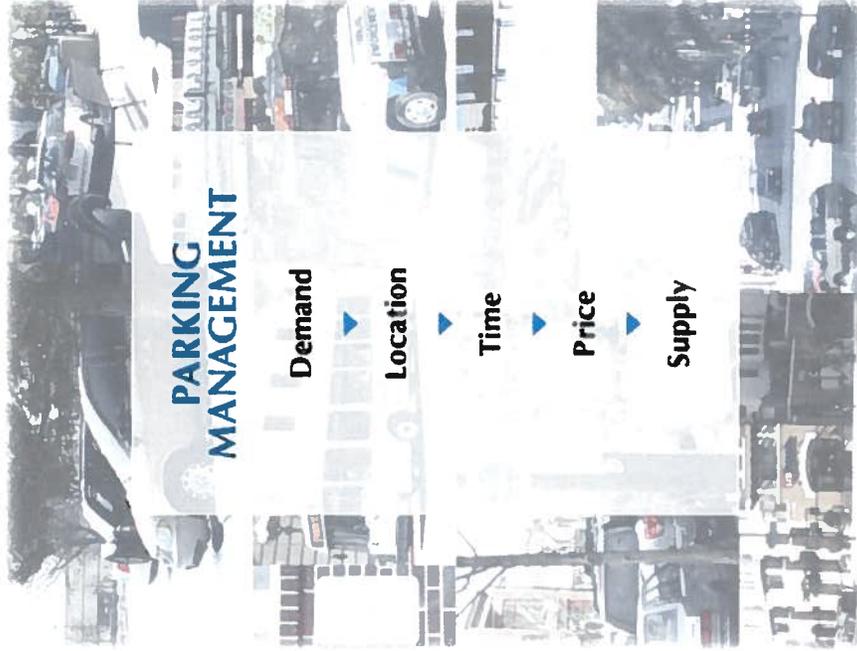


Transit Oriented Development Guidelines for Corridor

- **Develop sustainable, healthy neighborhoods along the corridor**
- **Economic Development: connecting people to jobs and training**
- **Maximize neighborhood and station connectivity**
- **Establish multi-modal transit hubs at station locations**
- **Enhance opportunities for public space and commerce**
- **Design surroundings streets for people and active transportation**
- **Create affordable and accessible housing**
- **Manage parking effectively**



Connecting communities, creating jobs, and generating opportunities





SUMMIT 2018

OCTOBER 25TH & 26TH

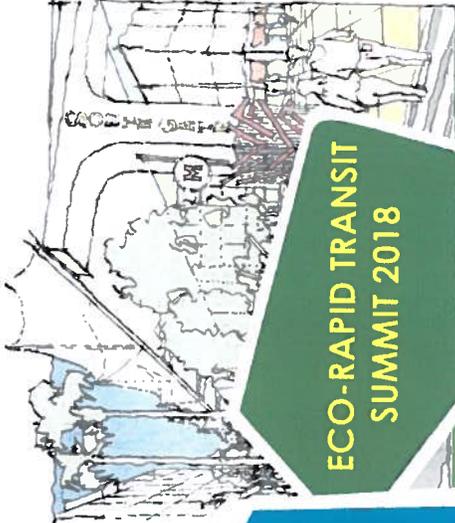
**The Centre at Sycamore Plaza
5000 Clark Ave.
Lakewood CA 90712**



SAVE economy
THE equity
DATE environment

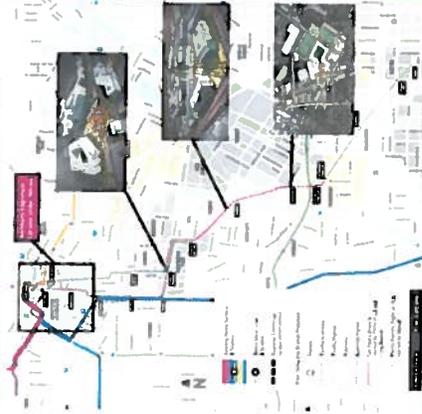
OCTOBER 25-26, 2018
8:30AM to 4:30PM

The Centre at Sycamore Plaza
5000 Clark Ave.
Lakewood, CA 90712



**ECO-RAPID TRANSIT
SUMMIT 2018**

**SPONSOR OPPORTUNITIES
AVAILABLE**
eco-rapid_events@eco-rapid.org



Eco-Rapid Transit Members

- Artesia
- Bell
- Bellflower
- Bell Gardens
- Cudahy
- Downey
- Glendale
- Huntington Park
- Maywood
- Paramount
- South Gate
- Vernon
- Hollywood
- Burbank Airport

ECO-RAPID.ORG

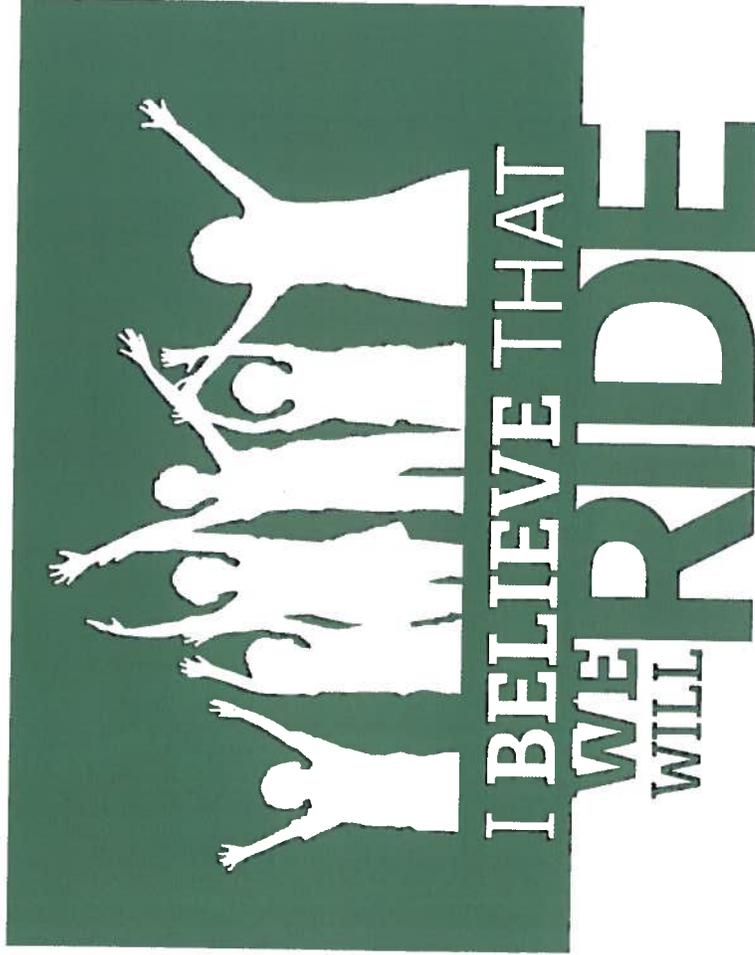
"Transportation is the key to both our economic success and to our quality of life."
Former Secretary Norman Y. Mineta, U.S. Department of Transportation

Connecting communities, creating jobs, and generating opportunities

Eco-Rapid Transit, South Gate & Metro



Connecting communities, creating jobs, and generating opportunities



Michael R. Kodama
mkodama@eco-rapid.org

Connecting communities, creating jobs, and generating opportunities

WARRANT REGISTER COUNCIL MEETING 09/25/2018 RECEIVED I

apChkLst
09/18/2018 5:32:53PM

Final Check List
City of South Gate

Page: 1

SEP 19 2018
10:30 AM

Bank : botw BANK OF THE WEST			CITY OF SOUTH GATE OFFICE OF THE CITY MANAGER			Amount Paid	Check Total
Check #	Date	Vendor	Invoice	Inv Date	Description		
79248	9/25/2018	0011336 AVANT-GARDE INC. Voucher:	4988 - R1	7/2/2018	JUNE 2018 - PROF LABOR CC	140.00	
			4988 - R2	7/2/2018	JUNE 2018 - PROF LABOR CC	210.00	350.00
79249	9/25/2018	0009876 BIGGS CARDOSA Voucher:	74531	7/5/2018	JUNE 2018 - DESIGN OF THE	18,578.69	
			74484 - 2	4/5/2017	MARCH 2017 - FIRESTONE BI	10,192.52	
79250	9/25/2018	00000604 CAL PARTITIONS INC Voucher:	74530	7/5/2018	JUNE 2018 - CONSTRUCTION	79,839.83	108,611.04
			39881	3/3/2018	PO# 4557 - REWORK ALUMA-	450.00	450.00
79251	9/25/2018	0009390 D.C. DRILLING, INC Voucher:	4752A	2/26/2018	BUDGETTED BORING NEEDS	2,000.00	2,000.00
79252	9/25/2018	0008913 DAVID TURCH AND ASSOCIAT04/01/18-06/30/1		4/30/2018	CTRCT# 2955. LEGISLATIVE C	2,500.00	2,500.00
79253	9/25/2018	0010124 ELECNOR BELCO ELECTRIC, 2.R2 Voucher:		4/10/2018	APRIL 2018 - PROF SRVS FOF	212,287.95	212,287.95
79254	9/25/2018	0009215 G&M OIL COMPANY, LLC Voucher:	711-035	8/23/2018	JUNE 2018- EXPRESS CAR W	45.00	45.00
79255	9/25/2018	0009528 GRIFFITH COMPANY Voucher:	005	6/20/2018	PO# 4507 - FIRESTONE BLVD	808,384.57	808,384.57
79256	9/25/2018	00003725 KENNEDY/JENKS CONSULTAM121670 Voucher:		5/14/2018	PROF SRVS THRU 04/27/18 -	8,855.00	8,855.00
79257	9/25/2018	00003387 KNORR SYSTEMS INC Voucher:	SI201486	4/26/2018	PO# 4250 - SCHEDULED MAIF	2,495.00	
			SI203877	7/16/2018	PO# 4250 - SCHEDULED MAIF	2,495.00	4,990.00
79258	9/25/2018	0010423 LEWIS BRISBOIS BISGAARD Voucher:	2135564	7/23/2018	PROF. SRV THRU 06/30/18 RE	11,834.30	11,834.30
79259	9/25/2018	00004651 NIXON-EGLI EQUIPMENT CO Voucher:	W05201	12/11/2017	EMERGENCY REPAIRS - UNIF	12,766.97	12,766.97
79260	9/25/2018	00002769 PARIS LASER PRINTER REPAI24676 Voucher:		4/18/2018	REPAIR P2035 PRINTERS- S/I	75.00	
			24262	11/21/2017	REPAIR M551 PRINTERS- S/I	75.00	
			24428	1/22/2018	REPAIR 500 M551 PRINTERS-	130.00	
			24904	6/21/2018	REPAIR CP5225 PRINTERS- S	75.00	355.00
79261	9/25/2018	00000322 SAM'S CLUB Voucher:	005099	5/30/2018	ERC - EMPLOYEE BREAKFAS	79.52	
			004926	5/29/2018	ERC - EMPLOYEE BREAKFAS	451.82	531.34
79262	9/25/2018	00004834 SECURITY SIGNAL DEVICES 466473-S Voucher:		5/22/2018	05/22/18 TICKET# 779270-REI	49.60	49.60

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79263	9/25/2018	00002616 SHRED-IT USA LLC	8124907747	5/31/2018	SRV DATE: 05/14/18- SHREDI	74.50	74.50
		Voucher:					
79264	9/25/2018	0006850 SIMPLEXGRINNELL LP	20152323 CM		CREDIT FOR INV# 20152323	-203.71	
		Voucher:	79541134 CM		CREDIT FOR INV# 20152325	-15.94	
			20152656 CM		CREDIT FOR INV# 20152656	-119.81	
			79925011 CM		CREDIT FOR INV# 79925011	-203.97	
			79541112 CM		CREDIT FOR INV# 79541112	-63.54	
			79139685 CM		CREDIT 79139685 - 02/06/17	-1,086.85	
			20152325 CM		CREDIT FOR INV# 20152325	-91.33	
			20292000	6/18/2018	PO# 4252- 07/01/17-06/30/18 -	295.30	
			20292004	6/18/2018	PO# 4252- 07/01/17-06/30/18 -	203.71	
			20333526	7/2/2018	PO# 4252- 04/01/18-06/30/18 -	1,290.79	4.65
79265	9/25/2018	00004874 SO GATE CHAMBER OF COMIFY 2017-2018		9/6/2018	FINAL PMNT FY17-18 - JUL 20	10,000.00	10,000.00
		Voucher:					
79266	9/25/2018	00002639 STRADLING YOCCA CARLSON	345140-0018	7/30/2018	SRVS THRU 06/30/18- RE: SU	144.80	
		Voucher:	345192-0019	7/30/2018	SRVS THRU 06/30/18- RE: OV	615.40	
			345193-0027	7/30/2018	SRVS THRU 06/30/18- RE: MC	4,814.60	5,574.80
79267	9/25/2018	0006780 WILLDAN ENGINEERING	2018-07-24	8/23/2018	THRU 06/29/2018 - PROFESSI	1,920.00	1,920.00
		Voucher:					
!5797440	9/19/2018	00001186 EMPLOYMENT DEVELOPMENL	1795261856	7/30/2018	UI INSURANCE BENEFIT CHA	1,963.00	1,963.00
		Voucher:					

Sub total for BANK OF THE WEST: 1,193,547.72

21 checks in this report.

Grand Total All Checks: 1,193,547.72

Void Checks

Bank code: botw
(none)

WARRANT REGISTER COUNCIL MEETING 09/25/2018

PART II

apChkLst

09/18/2018 8:04:38PM

Final Check List
City of South Gate

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79230	9/6/2018	00004865 SO CALIF EDISON Voucher:	09/05/2018	9/5/2018	BILLING PRD- JULY/AUGUST	22,152.46	22,152.46
79231	9/6/2018	00003356 MISC - LIABILITY CLAIMS Voucher:	18-29-30 CASAN	9/5/2018	18-29-30 CASANOVA, JUAN - I	775.00	775.00
79232	9/6/2018	00003356 MISC - LIABILITY CLAIMS Voucher:	18-28-30 ROBLE	9/5/2018	18-28-30 ROBLES, MONICA - I	690.00	690.00
79247	9/6/2018	00004865 SO CALIF EDISON Voucher:	05/17/2018- REI	5/17/2018	REIS ORG.CK# 77630 - BILLIN	89,920.25	89,920.25
79268	9/25/2018	00004166 4 SERVICE INC. Voucher:	180854	8/1/2018	AUG 2018- OFFSITE DATA ST	2,230.00	2,230.00
79269	9/25/2018	00000688 AARDVARK Voucher:	ISTD-18405	8/15/2018	ARMOR ENTRY VEST	20,915.93	20,915.93
79270	9/25/2018	00003502 ABC BATTERY INC. Voucher:	99771	8/15/2018	BATTERIES - UNITS 725, 294	439.83	439.83
79271	9/25/2018	00003766 ABEL GLASS & SCREEN Voucher:	29769	7/9/2018	SCREENS FOR GIRLS CLUB I	38.58	
			29859	8/6/2018	PLEXIGLASS - PARK SIGNS (I	520.38	
			29792	7/16/2018	SCREENS - GIRLS CLUB HOL	228.21	
			29820	7/26/2018	REPLACE DAMAGED AZALEA	325.00	
			29788	7/12/2018	D/S GLASS REPLACED - POLI	86.02	1,198.19
79272	9/25/2018	00004607 ADLERHORST INTERNATIONAL/ Voucher:	101184	8/22/2018	K9 SUPPLIES	40.95	40.95
79273	9/25/2018	0010065 AFC HYDRAVLICS SEALS Voucher:	13728	7/23/2018	REBUILT HYDRAULIC CYLINC	212.56	
			27041	7/31/2018	REBUILT HYDRAULIC CYLINC	212.56	
			40999	8/8/2018	REBUILT HYDRAULIC CYLINC	1,254.47	1,679.59
79274	9/25/2018	0011688 AGUILAR, MARISON Voucher:	Ref000241011	8/28/2018	UB REFUND CST #00061133 -	163.26	163.26
79275	9/25/2018	00004372 AIRGAS USA, LLC Voucher:	9077875453	8/5/2018	FUEL SURCH FLAT BULK	131.53	
			1601439215	7/31/2018	LATE CHARGES - INVOICES	2.50	134.03
79276	9/25/2018	0007802 AIS SPECIALTY PRODUCTS, I Voucher:	1129781.1	7/9/2018	I ASPHALT AND CONCRETE	716.60	
			29780.1	7/9/2018	PLUMBING CHEMICALS - SHC	705.36	
			29805.1	7/11/2018	SANI PENS	501.11	1,923.07
79277	9/25/2018	0011325 ALAN'S LAWN & GARDEN CEM Voucher:	821091	9/6/2018	EQUIPMENT REPLACEMENT	501.41	
			819953	8/30/2018	EQUIPMENT REPAIR PARTS	1,125.25	1,626.66

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
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		Voucher:					
79279	9/25/2018	00003399 ALVARADOSMITH	327290	8/31/2018	SRVS THRU 08/31/2018 - RE:	275.00	
		Voucher:	327289	8/31/2018	SRVS THRU 08/31/2018 - RE:	1,755.00	
			327288	8/31/2018	SRVS THRU 08/31/2018 - RE:	9,450.00	
			327277	8/31/2018	SRVS THRU 08/31/2018 - RE:	23,212.46	
			327276	8/31/2018	SRVS THRU 08/31/2018 - RE:	865.00	
			327275	8/31/2018	SRVS THRU 08/31/2018 - RE:	3,525.00	
			327274	8/31/2018	SRVS THRU 08/31/2018 - RE:	125.00	
			327273	8/31/2018	SRVS THRU 08/31/2018 - RE:	537.50	
			327272	8/31/2018	SRVS THRU 08/31/2018 - RE:	400.00	
			327262	8/31/2018	SRVS THRU 08/31/2018 - RE:	3,005.71	
			327265	8/31/2018	SRVS THRU 08/31/2018 - RE:	3,575.00	
			327264	8/31/2018	SRVS THRU 08/31/2018 - RE:	9,927.50	
			327263	8/31/2018	SRVS THRU 08/31/2018 - RE:	350.00	
			327287	8/31/2018	SRVS THRU 08/31/2018 - RE:	1,252.50	
			327285	8/31/2018	SRVS THRU 08/31/2018 - RE:	19,788.99	
			327283	8/31/2018	SRVS THRU 08/31/2018 - RE:	250.00	
			327284	8/31/2018	SRVS THRU 08/31/2018 - RE:	400.00	
			327282	8/31/2018	SRVS THRU 08/31/2018 - RE:	110.00	
			327281	8/31/2018	SRVS THRU 08/31/2018 - RE:	773.50	
			327280	8/31/2018	SRVS THRU 08/31/2018 - RE:	100.00	
			327279	8/31/2018	SRVS THRU 08/31/2018 - RE:	375.00	
			327271	8/31/2018	SRVS THRU 08/31/2018 - RE:	846.00	
			327270	8/31/2018	SRVS THRU 08/31/2018 - RE:	650.00	
			327269	8/31/2018	SRVS THRU 08/31/2018 - RE:	660.00	
			327268	8/31/2018	SRVS THRU 08/31/2018 - RE:	5,225.00	
			327267	8/31/2018	SRVS THRU 08/31/2018 - RE:	69.54	
			327266	8/31/2018	SRVS THRU 08/31/2018 - RE:	510.77	
			327278	8/31/2018	SRVS THRU 08/31/2018 - RE:	250.00	88,264.47
79280	9/25/2018	00004309 AMERIFLEX	INV174670	9/6/2018	SEPTEMBER 2018 - FSAADM	204.75	204.75
		Voucher:					
79281	9/25/2018	0011677 ANGUIANO, JESUS	Ref000240993	8/28/2018	UB REFUND CST #00058710 -	32.91	32.91
		Voucher:					

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79282	9/25/2018	0009798	ANIMAL FRIENDS PET HOTEL356504	8/14/2018	02/06/18- K-9 VETERINARY SE	184.50	184.50
			Voucher:				
79283	9/25/2018	0007290	APW KNOX-SEEMAN	9/6/2018	BRAKE ROTORS & PADS FOF	312.80	
			Voucher:				
				9/6/2018	BRAKE ROTORS - UNIT 245	93.34	
				7/18/2018	CONTROL ARMS - UNIT 166	220.16	
				8/16/2018	AIR, FUEL AND OIL FILTERS -	102.16	728.46
79284	9/25/2018	00000103	AREA E DISASTER MANAGEMENT2019-23	7/1/2018	2018-2019 - DISASTER MGMT	4,979.00	4,979.00
			Voucher:				
79285	9/25/2018	0011679	ARTEAGA, VIOLETA	8/28/2018	UB REFUND CST #00057756 -	95.27	95.27
			Voucher:				
79286	9/25/2018	00003529	AT&T	9/7/2018	BILLING PRD- 09/07/18 -10/06,	29.34	
			Voucher:				
				9/1/2018	BILLING PRD- 09/01/18 - 09/30	234.26	263.60
79287	9/25/2018	00004313	AT&T	9/5/2018	BILLING PRD 08/05/18-09/04/1	3,767.67	3,767.67
			Voucher:				
79288	9/25/2018	00005075	AT&T	8/27/2018	BILLING PRD- 07/27/18-08/26/	318.42	318.42
			Voucher:				
79289	9/25/2018	00003692	AT&T MOBILITY	8/16/2018	BILLING PRD- 07/09/18-08/08/	2,195.33	2,195.33
			Voucher:				
79290	9/25/2018	00000201	ATLANTIC LOCK & KEY	7/19/2018	DRILL OUT PADLOCK & DUPL	143.15	
			Voucher:				
				7/27/2018	DUPLICATE KEYS	55.12	198.27
79291	9/25/2018	0009040	ATLAS BACKFLOW	8/18/2018	BACKFLOW TEST LA	440.00	
			Voucher:				
				7/18/2018	BACKFLOW TEST LA	160.00	760.00
				7/18/2018	BACKFLOW TEST LA	160.00	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79292	9/25/2018	0010585 AUTOZONE STORES, INC. Voucher:	5488350369	8/9/2018	AC COMPRESSOR KIT - UNIT	125.57	
			5488340344	7/31/2018	SPARK PLUGS & FUEL CAP -	29.17	
			5488342296	8/2/2018	IDLE CONTROL VALVE - UNIT	63.93	
			5488341351	8/1/2018	3 - 30LB. AC FREON	314.18	
			5488323439	7/16/2018	STEERING WHEEL COVER - I	13.99	
			5488325468	7/18/2018	12QTS. MOTOR OIL	28.97	
			5488325537	7/18/2018	BATTERY TERMINALS	8.58	
			5488363013	8/21/2018	BATTERY FOR UNIT 133	135.49	
			5488357492	8/16/2018	AIR FILTERS - PD EXPLORER	33.47	
			5488348119	8/7/2018	AC SWITCH - UNIT 725	22.04	
			5488323319	7/16/2018	HOSE - UNIT 270	5.17	
			5488317172	7/10/2018	STEERING WHEEL COVER - I	13.99	
			5488355752	8/14/2018	AC COMPRESSOR KIT - UNIT	110.24	
			5488331715	7/23/2018	AC COMPRESSOR KIT - UNIT	388.07	
			5488332979	7/24/2018	BRAKES - UNIT 198	70.55	
			5488319117	7/12/2018	RADIATOR - UNIT 412	121.26	
			5488319244	7/12/2018	6- WASHER FLUIDS FOR STC	19.12	
			5488325923	7/18/2018	SPARK PLUGS FOR CONCRE	12.74	
			5788326654	7/19/2018	FUNNELS	35.19	
			5488326967	7/19/2018	AIR FILTERS - UNIT 146	47.59	1,599.31
79293	9/25/2018	0011669 BDO USA LLP Voucher:	001009284	8/30/2018	FEBRUARY 2018 - SECTION 8	1,544.40	1,544.40
79294	9/25/2018	0010588 BLACK & WHITE EMERG VEH2624 Voucher:		8/3/2018	SAFETY CODE 3 EQUIPMENT	3,727.19	3,727.19
79295	9/25/2018	00002469 BOB BARKER COMPANY Voucher:	UT1000467455	8/13/2018	JAIL SUPPLIES - TOOTH PAST	116.38	116.38
79296	9/25/2018	0005450 C & J LIFT TRUCKING INC Voucher:	R-33583	8/14/2018	C&J FORKLIFT-MONTHLY REI	964.69	964.69
79297	9/25/2018	00002992 C WELLS PIPELINE MATERIAL INV000060496 Voucher:		8/28/2018	INVENTORY PO/ WATER PAR	3,569.48	3,569.48
79298	9/25/2018	0010722 C.I. TECHNOLOGIES, INC. Voucher:	8114	6/13/2018	2018-2019 - IAPRO SOFTWARE	1,400.00	1,400.00
79299	9/25/2018	0009570 CALIFORNIA CIRCUIT BREAK103433 Voucher:		7/16/2018	CIRCUIT BREAKERS	826.88	826.88

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79300	9/25/2018	00000759 CALIFORNIA FRAME & AXLE	50320	7/19/2018	FRONT WHEEL ALIGNMENT-	45.00	45.00
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79301	9/25/2018	0010998 CALIFORNIA LATINO LEADER4		9/6/2018	AUG 2018 -YOUTH EMPLOYM	3,500.00	3,500.00
		Voucher:					
79302	9/25/2018	0011153 CANYON TIRE SALES, INC.	20043934	9/10/2018	TIRES - UNITS 213 & 218	550.26	550.26
		Voucher:					
79303	9/25/2018	00004433 CARPENTER, ROTHANS & DU31451		8/14/2018	SRVS FOR 07/31/18 - RE: J.H.	37.00	37.00
		Voucher:					
79304	9/25/2018	00002789 CDW GOVERNMENT INC	NVN9721	8/20/2018	HP COLOR PRINTER FOR CO	689.28	689.28
		Voucher:					
79305	9/25/2018	00000898 CENTRAL BASIN MUNI WATEFSG--JUL18		8/14/2018	JULY 2018- WATER USAGE-(29,930.22	29,930.22
		Voucher:					
79306	9/25/2018	0006239 CENTRAL FORD		8/27/2018	BLOWER MOTOR - UNIT 354	163.03	
		Voucher:					
			322998	8/23/2018	CONDENSER - UNIT 618	376.51	
			322181	8/9/2018	STEERING RACK & PINION -I	1,002.11	
			323382	8/30/2018	CAMSHAFT POSITION SENS	34.12	
			322886	8/22/2018	STEERING WHEEL - UNIT 301	473.41	
			321326	7/24/2018	FUEL PUMP ASSEMBLY - UNIF	381.62	
			320380	7/5/2018	BRAKES ROTORS - UNIT 168	384.28	
			323585	9/4/2018	GAS PEDAL WITH SENSOR -	585.18	
			320667	7/11/2018	LIGHT CONTROL MODULE -L	112.94	
			321354	7/24/2018	2 SETS BRAKE PADS - UNIT 1	155.52	
			321439	7/26/2018	BRAKE PADS - UNIT 179	73.76	
			322802	8/21/2018	FUEL DOOR AND BRACKET -	60.99	
			320745	7/12/2018	IDLE CONT. VALVE & BRAKE	200.91	
			322551	8/16/2018	DOOR HANDLE - UNIT 618	44.34	
			534663	8/13/2018	AC HOSE FOR UNIT 182	65.70	4,048.72
79307	9/25/2018	0005839 CHAMPION CHRYSLER JEEP					65.70
		Voucher:					
79308	9/25/2018	00005270 CITY OF WHITTIER	MAV 001 - 2018	8/22/2018	ANNUAL MUTUAL AID VEHICL	500.00	500.00
		Voucher:					
79309	9/25/2018	00000311 COASTLINE EQUIPMENT	503333	7/13/2018	DEERE 310SK REPAIRS	1,277.05	
		Voucher:					
			507105	7/27/2018	LOCK PIN - UNIT 351	215.73	1,492.78
79310	9/25/2018	0011159 CONSERVATION CORPS OF	6731	7/31/2018	PROVIDE YOUTH EMPLOYME	11,427.37	11,427.37
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79311	9/25/2018	00004274 Voucher:	CONTROL MAINTENANCE ANI142910	7/9/2018	SERVICE CALL - #4 BOOSTEF	859.50	859.50
79312	9/25/2018	0011678 Voucher:	COTK INVESTMENTS Ref000240994	8/28/2018	UB REFUND CST #00061870 -	57.09	57.09
79313	9/25/2018	0010352 Voucher:	COUNTY OF LOS ANGELES IN0590813	8/3/2018	SG GOLF COURSE START- R	42.00	42.00
79314	9/25/2018	00005061 Voucher:	COUNTY OF LOS ANGELES FIIN0284981	8/20/2018	HAZ. MAT. DIS. PROGRAM- SI	549.00	549.00
79315	9/25/2018	00002647 Voucher:	CUSTOMLINE INC. 26339	7/19/2018	ADJUSTED CLUTCH AT THE 1	250.00	250.00
79316	9/25/2018	0008452 Voucher:	CXTEC 6946238	9/6/2018	INVENTORY PO/ CISCO PHOI	831.41	831.41
79317	9/25/2018	00000594 Voucher:	D'ANGELO CO. INC S1345862.001	8/22/2018	2" COPPER AND FITTINGS FC	3,927.11	3,927.11
79318	9/25/2018	00000314 Voucher:	DAPEER ROSENBLIT & LITVAI14851	7/31/2018	07/09/18-07/31/18- (ANINAL C	95.00	95.00
79319	9/25/2018	0009840 Voucher:	DATA TICKET INC. SG0718PRINT	8/16/2018	TICKET PRINTER	341.18	341.18
79320	9/25/2018	00003724 Voucher:	DAVIS BLUE PRINT COMPANYDBP12277	7/12/2018	LARGE FORMAT- PRINT-B&W	167.68	167.68
79321	9/25/2018	0007803 Voucher:	DON KELLER COLLISION CEN429 DBP12545	8/14/2018	CONSTRUCTION BOARDS FC	3,996.75	4,164.43
79322	9/25/2018	00000175 Voucher:	DOOLEY ENTERPRISES, INC. 55639 444	7/11/2018	TINT WINDOWS - UNIT 122	275.00	1,075.00
79323	9/25/2018	00001782 Voucher:	EBERHARD EQUIPMENT 20776	8/22/2018	REPAIR DAMAGE DRIVER'S C	800.00	231.12
79324	9/25/2018	00004746 Voucher:	ELECSYS CORPORATION 182531	8/17/2018	AMMO - FIREARMS TRAININ	231.12	39,138.75
79325	9/25/2018	00001917 Voucher:	ENTENMANN - ROVIN CO. 0137616-IN	9/7/2018	MOWER	39,138.75	350.00
79326	9/25/2018	0010017 Voucher:	ENTERPRISE FM TRUST FBN3503071	8/28/2018	OCTOBER 2018- UMS SOFTW	350.00	58.35
79327	9/25/2018	00000619 Voucher:	FALCON FUELS, INC. 241140	8/10/2018	BADGES REPAIR/REFINISH	58.35	1,003.22
				7/4/2018	JULY 2018 - ADMIN LEASED V	1,003.22	2,006.44
				8/3/2018	AUG 2018 - ADMIN LEASED V	1,003.22	4,504.11
				8/23/2018	REGULAR UNLEADED FUEL	4,504.11	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79328	9/25/2018	00002026	FEDERAL EXPRESS CORPOR6-272-00023	8/10/2018	FEDEX STANDARD OVERNIGH	32.55	
			Voucher: 6-272-73085	8/10/2018	FEDEX PRIORITY OVERNIGH	8.30	40.85
79329	9/25/2018	0006262	FIRESTONE HAND WASH 2018-3	7/6/2018	VECHILE DETAIL - # 122, CAM	200.00	200.00
79330	9/25/2018	0006579	FORENSIC NURSE SPECIALIS4186	8/1/2018	START EXAM (CASE #18-077E	700.00	700.00
			Voucher:				
79331	9/25/2018	0010237	FRONTIER COMMUNICATIONS562-869-7582 0E 9/4/2018	9/4/2018	BILLING -09/04/2018 - 10/03/2C	57.00	
			Voucher: 562-806-9232-0 9/4/2018	9/4/2018	BILLING-09/04/2018 - 10/03/2C	57.00	
			562-923-9514-0E 9/10/2018	9/10/2018	BILLING -09/10/2018 - 10/09/2C	104.23	
			209-057-1084-0E 9/1/2018	9/1/2018	BILLING -09/01/2018 - 09/30/2C	54.13	272.36
79332	9/25/2018	0009215	G&M OIL COMPANY, LLC 711-036	8/23/2018	EXPRESS CAR WASHES (5)	25.00	25.00
			Voucher:				
79333	9/25/2018	00004934	GAS COMPANY	013 900 7300 3-1 9/12/2018	BILLING PRD-07/11/18 - 08/09	313.82	
			Voucher:	045 400 7300 6-1 9/12/2018	BILLING PRD-08/09/18- 09/10,	22.49	
			130 500 9400 5-1 9/11/2018	BILLING PRD-08/08/18 - 09/07	82.91		
			134 700 9400 7-1 9/11/2018	BILLING PRD-08/08/18 - 09/1C	105.72		
			102 000 8100 7-1 9/11/2018	BILLING PRD-08/18/18 - 09/07/	30.69		
			126 300 9600 1-1 9/12/2018	BILLING PRD-08/09/18 - 09/1C	20.26		
			094 300 7500 3-1 9/14/2018	BILLING PRD-08/13/18 - 09/12	290.44		
			115 800 9600 3-1 9/12/2018	BILLING PRD-08/09/18 - 09/1C	491.54		
			132 600 9400 1-1 9/11/2018	BILLING PRD-08/18/18 - 09/07/	38.63		
			186 100 7200 3-1 9/12/2018	BILLING PRD-08/18/18 - 09/10/	483.69		
			113 798 0362 7-1 9/5/2018	BILLING PRD-08/01/18 - 09/01	5,418.05	7,298.24	
79334	9/25/2018	00004869	GOLDEN STATE WATER COMI73744100006-0E 9/4/2018	9/4/2018	BILLING PRD-08/02/2018 - 08,	132.36	
			Voucher:	32809400008-0E 9/4/2018	BILLING PRD-08/02/2018 - 08,	44.58	
			29007447310-0E 9/5/2018	BILLING PRD-08/03/2018 - 08,	51.94		
			33744100000-0E 9/4/2018	BILLING PRD-08/02/2018 - 08,	309.73		
			53744100008-0E 9/18/2018	BILLING PRD-08/02/2018 - 08,	187.78		
			63744100007-0E 9/4/2018	BILLING PRD-08/02/2018 - 08,	1,326.66	2,053.05	
79335	9/25/2018	0008109	GOODIE'S UNIFORM	3930	UNIFORM AND ACCESSORIE:	1,131.41	
			Voucher:	3929	UNIFORM AND ACCESSORIE:	1,499.06	
			2018-3772	8/14/2018	UNIFORM AND ACCESSORIE:	82.07	
			2018-4152	8/23/2018	UNIFORM AND ACCESSORIE:	111.53	
			3931	8/20/2018	UNIFORM AND ACCESSORIE:	744.33	3,568.40

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79336	9/25/2018	00002890 GRAINGER Voucher:	9862940336	8/1/2018	RECTANGLE - 45 H X 25 W	937.70	
			9878735209	8/16/2018	HYDRAULIC PUMP & MOTOR	474.48	
			9870371557	8/8/2018	DRILL & FLASH LIGHT FOR SI	269.30	
			9872446563	8/10/2018	EGRESS LIGHTS - CIVIC CEN	297.93	
			9839153021	7/6/2018	BEVERAGE COOLERS	61.24	2,040.65
79337	9/25/2018	0006639 GRAYBAR ELECTRIC CO. Voucher:	9305155875	7/19/2018	GALVANIZED CONDUIT - STR	1,012.10	
			9305621002	8/14/2018	LIGHTING - HOLLYDALE PART	227.85	1,239.95
79338	9/25/2018	00002524 GREEN'S CLEANERS Voucher:	539174	8/31/2018	AUG 2018 - JAIL CLEANING O	1,728.40	1,728.40
79339	9/25/2018	0011681 H & L PARTNERSHIP Voucher:	Ref000240997	8/28/2018	UB REFUND CST #00062464 -	136.15	136.15
79340	9/25/2018	00002568 HAAKER EQUIPMENT COMPAC Voucher:	45092	8/23/2018	STREET SWEEPER PARTS F	21.69	
			C44041	8/16/2018	HOSES AND GATE VALVE LE	1,227.99	
			C44180	7/24/2018	CHAIN FOR FRONT REEL- UN	55.24	
			C44348	8/1/2018	BELT TENSIONER FOR UNIT :	272.57	1,577.49
79341	9/25/2018	0011526 HASA, INC. Voucher:	610709	8/2/2018	BULK CHLORINE FOR WATEF	1,253.23	
			610710	8/2/2018	BULK CHLORINE FOR WATEF	540.68	
			614182	8/23/2018	BULK CHLORINE FOR WATEF	389.66	
			614183	8/23/2018	BULK CHLORINE FOR WATEF	533.57	
			612837	8/16/2018	BULK CHLORINE FOR WATEF	990.65	
			612838	8/16/2018	BULK CHLORINE FOR WATEF	492.94	
			610707	8/2/2018	BULK CHLORINE FOR WATEF	238.71	
			610711	8/2/2018	BULK CHLORINE FOR WATEF	273.64	
			614181	8/23/2018	BULK CHLORINE FOR WATEF	612.88	5,325.96
79342	9/25/2018	00001522 HD SUPPLY WHITE CAP Voucher:	10009085540	7/16/2018	SAW BLADE FOR STREET LIC	522.71	522.71
79343	9/25/2018	00002529 HINDERLITER DE LLAMAS & Voucher:	A0029831-IN	8/30/2018	3RD QUARTER SALES TAX-C	2,536.55	2,536.55

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79344	9/25/2018	00000268	HOME DEPOT CREDIT SERVI	8/28/2018	VARIOUS WATER SUPPLIES	386.58	
		Voucher:	2234541	7/5/2018	LOCK - SG PARK SHACK, NOI	60.43	
			9362818	8/7/2018	SUPPLIES - TRAFFIC REPAIR	68.01	
			5343656	8/1/2018	SHELF TOPS - ENG. MEN'S R	92.40	
			5362771	7/12/2018	PAINT- PD BACK ENTERANCI	99.77	
			1362832	8/15/2018	PAINT - COVER GRAFFITI, HC	321.42	
			6362766	7/11/2018	FORD KEY	2.39	
			0362835	8/16/2018	HARDWARE - MOUNT BLEAC	127.20	
			7234748	8/9/2018	MATERIALS FOR STANDBY	802.26	
			9350856	7/18/2018	LOCK FOR SMALL QUAD LOC	81.38	
			5350889	8/1/2018	SHELVES - CITY HALL MEN'S	49.07	
			7350834 - 7/10/1	7/10/2018	PEDSTAL FAN - CITY HALL	219.78	
			7234664	7/30/2018	TOOLS TO FIX CUT WIRE	72.22	
			2350918	8/14/2018	TOOLS & MATERIALS - REPA	190.09	
			7350909	8/9/2018	ANTI FOAM AND WATER CLAF	19.73	
			2362827	8/14/2018	PAINT AND PAINT ACCESSOR	124.42	
			7343680	8/9/2018	YELLOW SAFETY PAINT	73.08	
			2350865	7/25/2018	METAL ACCESS DOOR - SPOI	34.79	
			5234594	7/12/2018	BATTERY CHARGER	218.90	
			6343654	7/31/2018	S-HOOK	9.43	
			5362769	7/12/2018	PAINT SUPPLIES - FIRE SUPP	28.19	
			7151826		CREDIT FOR RETURN PARTS	-1,703.48	
			6350978	8/30/2018	GROUPS MAINTENANCE SI	30.70	
			5343498 - 07/02	7/2/2018	BLINDS FOR ADMINISTRATIO	831.57	
			5343499	7/2/2018	BLINDS FOR ADMINISTRATIO	554.38	
			3234637	7/24/2018	TOOLS	199.71	
			3234762	8/13/2018	DRILL COMBO KIT FOR UNIT	383.90	
			7234747	8/9/2018	REFINISHING MATERIALS FO	147.71	
			0362816	8/6/2018	PAINT FOR FIRE SUPPRESSI'	100.01	
			3362800	7/24/2018	TOOLS	27.28	
			7350835 - 07/10	7/10/2018	FLEA KILLER, PENCILS, LIGI	34.20	
			5234595	7/12/2018	RESTOCKING SUPPLIES	153.65	
			0234718	8/6/2018	WATER SUPPLIES FOR WELL	192.45	
			7350831	7/10/2018	ANTENNA STAKES	145.90	
							4,179.52

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79345	9/25/2018	00002832	HUNTINGTON PARK RUBBER RGC012492	8/10/2018	PRINTING AND STAMPS	24.07	24.07
		Voucher:					
79346	9/25/2018	0008392	IMMIX TECHNOLOGY, INC 138881	8/22/2018	RENEWAL - ANNUAL MAINTENANCE	5,812.30	5,812.30
		Voucher:					
79347	9/25/2018	00004578	INTERWEST CONSULTING GF42760	8/23/2018	7/1/18 - 7/31/18 - PLAN CHECK	14,948.64	14,948.64
		Voucher:					
79348	9/25/2018	00003387	KNORR SYSTEMS INC S1205009	8/14/2018	SLIP STYLE LEVELOR SENS	110.57	
		Voucher:					
			S1204660	8/8/2018	PULSAR BRIQUETTES FOR P	1,422.23	
			S1204286	7/25/2018	KNORR SYSTEMS-REMOVAL	4,435.40	
			S1203927	7/18/2018	PULSAR BRIQUETTES FOR P	1,422.23	
			S1204529	7/31/2018	REPLACEMENT PARTS FOR I	215.29	
			S1204139	7/24/2018	PULSAR BRIQUETTES FOR P	1,422.23	9,027.95
79349	9/25/2018	0010099	L.G.P. EQUIPMENT RENTALS, 105913	7/17/2018	READY MIX CONCRETE FOR	369.56	369.56
		Voucher:					
79350	9/25/2018	0006905	LA COUNTY SHERIFF'S DEPAI190091BL	8/8/2018	JULY 2018 - FOOD FOR THE J	1,156.65	1,156.65
		Voucher:					
79351	9/25/2018	00002870	LAW OFFICES OF JONES & M88301	8/31/2018	JULY 2018- PITCHESS MOTIO	1,600.00	1,600.00
		Voucher:					
79352	9/25/2018	00003754	LIEBERT CASSIDY WHITMOR1464450	7/31/2018	SRVS THRU 07/31/18- RE: AC	492.50	
		Voucher:					
			1464449	7/31/2018	SRVS THRU 07/31/18- RE: LU	108.00	600.50
79353	9/25/2018	00004384	LIEN ON ME, INC. 559325802	8/31/2018	STANDARD BILL REVIEW- ED	174.88	174.88
		Voucher:					
79354	9/25/2018	00003793	LONG BEACH BMW MOTORC'32283	7/12/2018	REPLACE HEADLAMPS ON M	165.45	165.45
		Voucher:					
79355	9/25/2018	00003701	LOS ANGELES UNIFIED SCHCPERMIT# S6751	8/22/2018	AUG, SEP, OCT 2018 - USE O	2,536.00	2,536.00
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79356	9/25/2018	0010477 MACS 14 Voucher:	053	7/12/2018	SMOG INSPECTION- UNIT 11K	40.00	40.00
			055	7/16/2018	SMOG INSPECTION- UNIT 14I	40.00	40.00
			056	7/17/2018	SMOG INSPECTION- UNIT 13	40.00	40.00
			057	7/17/2018	SMOG INSPECTION- UNIT 12	40.00	40.00
			061	8/6/2018	SMOG INSPECTION- UNIT 90:	40.00	40.00
			062	8/7/2018	SMOG INSPECTION- UNIT 13:	40.00	40.00
			060	8/2/2018	SMOG INSPECTION- UNIT 17	40.00	40.00
			054	7/12/2018	SMOG INSPECTION- UNIT 41:	40.00	40.00
			058	7/18/2018	SMOG INSPECTION- UNIT 80:	40.00	40.00
			059	7/19/2018	SMOG INSPECTION- UNIT 17:	40.00	40.00
79357	9/25/2018	0011687 MADRIGAL, JOSE LUIS Voucher:	Ref000241010	8/28/2018	UB REFUND CST #00058315 -	162.83	400.00 162.83
79358	9/25/2018	0010411 MANN, JOHN Voucher:	1817	8/26/2018	08/22/18 - VIDEO COVERAGE	450.00	450.00
79359	9/25/2018	0006106 MAR-CO EQUIPMENT COMPA Voucher:	154445	7/31/2018	DEBRIS SEPARATOR HINGE I	245.80	245.80
79360	9/25/2018	00004060 MCMASTER-CARR SUPPLY C Voucher:	669909241	8/8/2018	THICK WALL CPVC PIPE & FI	293.86	293.86
			68006493	7/17/2018	BARRICADE LED LIGHTS - ST	244.01	244.01
			68232168	7/19/2018	VARIOUS WATER SUPPLIES	1,065.12	1,065.12
			68232295	7/19/2018	CHAIN	197.24	197.24
			68833584	7/26/2018	PLASTIC BOWL ASSEMBLY Fi	46.60	46.60
			71232759	8/21/2018	SUPPLIES - CITY HALL HOT V	365.22	365.22
			69048269	7/30/2018	HEAT SHRINK CRIMP-ON BUT	105.13	105.13
79361	9/25/2018	00003815 MICHELSON LABORATORIES, Voucher:	23666	8/16/2018	TITLE 22 LAB ANALYSIS- HET	1,225.00	2,317.18 1,225.00
79362	9/25/2018	0011684 MICHOCAN TIRE SHOP Voucher:	Ref000241000	8/28/2018	UB REFUND CST #00061251 -	179.23	179.23
79363	9/25/2018	00000447 MISC - BLDG PERMITS Voucher:	18-838 TORRES	7/19/2018	REFUND PERMIT APP. 18-183	63.00	63.00
79364	9/25/2018	00003458 MISC - PUBLIC WORKS Voucher:	CASEY, WILLIAM	1/16/2018	WILLIAM CASEY- TRX 124349	348.00	348.00
79365	9/25/2018	0011685 MULTI CLOTHING DEPOT, Voucher:	INCRRef000241007	9/11/2018	UB REFUND CST #00059693	117.20	117.20

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79366	9/25/2018	0008506 MUNITEMPS Voucher:	128646	9/7/2018	08/20/18-08/30/18 - HR ANALY:	3,332.00	
			128561	8/10/2018	07/22/18-08/04/18 - PW PROJE	4,000.00	
			128604	8/24/2018	08/05/18-08/18/18 - PW PROJE	8,000.00	
79367	9/25/2018	00004620 MUTUAL LIQUID GAS & EQUIF347452 Voucher:	128645	9/7/2018	08/19/18-09/01/18 - PW PROJE	8,000.00	23,332.00
			348584	8/13/2018	PROPANE GAS AND COMPLI/	454.09	
79368	9/25/2018	0009426 MV CHENG & ASSOCIATES, IN8/31/18 Voucher:		8/21/2018	PROPANE GAS AND COMPLI/	663.82	1,117.91
				9/6/2018	AUG 2018 - INTERIM SR. ACC	11,760.00	11,760.00
79369	9/25/2018	0009267 NATIONAL AUTO FLEET GROUPC93018 Voucher:		8/9/2018	SGT VEHICLE - NEW POLICE	47,401.70	
			PC93020	8/2/2018	PATROL VEHICLE - NEW POL	45,642.33	93,044.03
79370	9/25/2018	00004474 NATIONAL EMBROIDERED EM380144 Voucher:		8/21/2018	SHOULDER PATCHES - UNIFC	872.75	872.75
79371	9/25/2018	0009410 NATIONAL METER& AUTOMATS1103855.001 Voucher:		8/21/2018	ITRON METER READING DEV	100.16	100.16
79372	9/25/2018	00004969 NATIONAL READY MIXED CON657283 Voucher:		7/10/2018	500 OSI PU PL PURCHASE OF	583.84	583.84
79373	9/25/2018	0009990 NATURE'S SELECT PET FOOD2923 Voucher:		8/7/2018	DOG FOOD SUPPLIER	176.72	176.72

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79375	9/25/2018	00001414 OFFICE DEPOT	181355115001	8/9/2018	OFFICE SUPPLIES	444.48	
		Voucher:	181365605001	8/9/2018	OFFICE SUPPLIES	70.09	
			181284209001	8/9/2018	OFFICE SUPPLIES	427.01	
			177134714001	8/3/2018	OFFICE SUPPLIES	6.71	
			180840186001	8/9/2018	OFFICE SUPPLIES	100.81	
			181277199001		CREDIT FOR RETURN PARTS	-707.39	
			178829403001		CREDIT FOR RETURN PARTS	-56.43	
			177133993001		CREDIT FOR RETURN PARTS	-6.71	
			176114294001	8/3/2018	OFFICE SUPPLIES	71.65	
			171692363001	8/1/2018	OFFICE SUPPLIES	41.88	
			175385541001	8/2/2018	OFFICE SUPPLIES	80.98	
			176113485001	8/2/2018	OFFICE SUPPLIES	60.63	
			171692363002	8/3/2018	OFFICE SUPPLIES	33.06	
			179394068001	8/7/2018	OFFICE SUPPLIES	333.26	
			17911722001	8/7/2018	OFFICE SUPPLIES	64.19	
			176689168001	8/7/2018	OFFICE SUPPLIES	291.05	
			179442389001	8/7/2018	OFFICE SUPPLIES	514.61	
			171692806001	7/31/2018	OFFICE SUPPLIES	7.75	
			192007118001	8/28/2018	OFFICE SUPPLIES	87.11	
			195232598001	8/30/2018	OFFICE SUPPLIES	655.84	
			189330136001	8/24/2018	OFFICE SUPPLIES	20.73	
			189302105001	8/24/2018	OFFICE SUPPLIES	33.05	
			189300972001	8/23/2018	OFFICE SUPPLIES	128.45	
			184078220001	8/14/2018	OFFICE SUPPLIES	140.45	
			176689316002	8/6/2018	OFFICE SUPPLIES	19.26	
			195055268001	8/30/2018	OFFICE SUPPLIES	196.23	
			180839652001	8/10/2018	OFFICE SUPPLIES	121.26	
			182236651001	8/14/2018	OFFICE SUPPLIES	59.60	
			183721609001	8/14/2018	OFFICE SUPPLIES	103.04	
			184997358001	8/16/2018	OFFICE SUPPLIES	89.06	
			190164852001	8/23/2018	OFFICE SUPPLIES	26.45	
			171692805001	7/31/2018	OFFICE SUPPLIES	17.63	
			182216760001	8/14/2018	OFFICE SUPPLIES	69.42	
			182216761001	8/14/2018	OFFICE SUPPLIES	6.92	
			179393767001	8/7/2018	OFFICE SUPPLIES	169.64	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			180026006001	8/9/2018	OFFICE SUPPLIES	83.78	
			182212628001	8/14/2018	OFFICE SUPPLIES	41.88	
			189330367001	8/23/2018	OFFICE SUPPLIES	114.53	
			175707989001	8/2/2018	OFFICE SUPPLIES	937.96	
			182216658001	8/14/2018	OFFICE SUPPLIES	379.24	
			182213073001	8/14/2018	OFFICE SUPPLIES	137.18	
			183723179001	8/15/2018	OFFICE SUPPLIES	69.44	
			186456990001	8/16/2018	OFFICE SUPPLIES	83.77	
			182210326001		CREDIT FOR RETURN PARTS	-28.86	
			190164375001	8/23/2018	OFFICE SUPPLIES	770.95	
			189330367002	8/24/2018	OFFICE SUPPLIES	14.32	
			192234020001	8/28/2018	OFFICE SUPPLIES	64.73	
			194689911001	8/30/2018	OFFICE SUPPLIES	156.07	
			181282516001	8/9/2018	OFFICE SUPPLIES	8.13	
			182254535001	8/14/2018	OFFICE SUPPLIES	103.94	
			172267736002	8/1/2018	OFFICE SUPPLIES	15.37	
			179099755001	8/7/2018	OFFICE SUPPLIES	31.40	
			179078732001	8/7/2018	OFFICE SUPPLIES	665.06	7,370.66
79376	9/25/2018	00003996 OFFICE MAX	167629049-001	7/19/2018	PLAN PRINTING	483.25	483.25
		Voucher:					
79377	9/25/2018	0009786 OLIVAREZ MADRUGA LEMIEU4649		7/31/2018	PROF. SRVS JULY 2018 - RE:	4,252.50	4,252.50
		Voucher:					
79378	9/25/2018	0009216 ONESOURCE DISTRIBUTORS5883127.001		7/16/2018	BUILDING LIGHTING SERVICE	620.19	620.19
		Voucher:					

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Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79380	9/25/2018	0007984	O'REILLY AUTO PARTS				
			Voucher:				
			3063-239124		CREDIT FOR RETURN PARTS	-172.77	
			3063-241545		CORE RETURN	-10.00	
			3063-236218	7/9/2018	HEATER HOSE #270	9.79	
			3063-239042	7/26/2018	BATTERY #159	137.92	
			3063-242405	8/14/2018	COOLANT HOSE	18.86	
			3063-242413	8/14/2018	SOLENOID #619	44.21	
			3063-240961	8/6/2018	BITS-3PC SAE	11.01	
			3063-243748	8/22/2018	FUEL CLAMPS	4.83	
			3063-244989	8/29/2018	PWR RTD BELT ST#21	44.63	
			3063-236674	7/12/2018	NEEDLE TIRE REPAIR PLUG:	13.63	
			3063-243719	8/22/2018	SOCKET	41.56	
			3063-243871	8/23/2018	UNIT #204	581.69	
			3063-244809	8/28/2018	AIR FILTER	48.00	
			3063-237831	7/19/2018	RATCHET	61.72	
			3063-236790	7/13/2018	NEEDLE TIRE REPAIR PLUGS	13.63	
			3063-231445		CREDIT FOR RETURN PARTS	-12.52	
			3063-236673		CREDIT FOR RETURN PARTS	-53.33	
			3060-247650		CREDIT FOR RETURN PARTS	-103.07	
			3063-243746	8/22/2018	MONRO-MATIC	60.11	
			3063-234886	7/2/2018	TRANS FILTER #668	26.71	
			3063-236358	7/10/2018	STOP/TAIL LAMPS	14.07	
			3063-243678	8/22/2018	WING NUT	3.30	
			3063-245214	8/30/2018	BLUE DEF	189.26	
			3063-245256	8/30/2018	TP SENSOR #242	35.25	
			3063-245275	8/30/2018	ALTERNATOR #242	115.97	
			3063-241311	8/8/2018	ORIFICE TUBE	42.12	
			3063-237836	7/19/2018	STARTING FLD	60.34	
			3063-237822	7/19/2018	AIR FILTERS FOR CONCRETE	22.80	
			3063-243481	8/21/2018	2PK-KEYLESS #122	15.41	
			3063-235057	7/3/2018	FUEL FITTING	11.74	
			3063-236676	7/12/2018	DEGREASER	39.00	
			3063-237882	7/19/2018	COPPER PLUG	10.98	
			3063-238736	7/24/2018	SPRAY BOTTLE	31.94	
			3063-242691	8/16/2018	TBI GASKET	1.57	
			3063-243396	8/20/2018	LIGHT BAR	9.69	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			3063-237820	7/19/2018	AIR FILTER FOR CONCRETE	44.41	
			3063-238775	7/24/2018	OIL FILTER	6.26	
			3063-238776	7/24/2018	OIL FILTER	91.09	
			3063-240965	8/6/2018	STR WHEEL COVER	14.32	
			3063-241156	8/7/2018	COMPRESSOR #655	185.07	
			3063-238670	7/24/2018	TRAILER JACK	207.24	
			3063-238703	7/24/2018	CABIN FILTER #209	84.95	
			3063-242807	8/17/2018	LIGHT #284	557.25	
			3063-240325	8/2/2018	HOOK & LOOP	8.80	
			3063-237325	7/16/2018	ROLLER BELT	14.65	
			3063-243664	8/22/2018	CONN #24 TRAILER	261.76	
			3063-243676	8/22/2018	AIR FILTER	22.20	
			3063-241281	8/8/2018	BLOWER MOTOR	125.49	
			3063-242688	8/16/2018	TP SENSOR #225	33.68	
			3063-243720		CREDIT ON RETURNED ITEM	-90.03	
			3063-238904	7/25/2018	MICRO-V BELT #270	48.92	
			3063-234972	7/2/2018	ANTENNA UNIT 653	48.81	
			3063-243510	8/21/2018	CONNECTOR	8.81	
			3063-243584	8/21/2018	KEYLESS	6.60	3,050.33
79381	9/25/2018	00002817 OSCAR'S PRINTING INC.	4833	8/31/2018	SHEET DIVIDERS TABS - PUB	633.94	
		Voucher:		8/31/2018	PERMIT PAPER BUILDING	1,240.31	1,874.25
79382	9/25/2018	0011682 PADILLA, NANCY	4832	8/28/2018	UB REFUND CST #00061586 -	155.88	155.88
		Voucher:					
79383	9/25/2018	00004582 PARKHOUSE TIRE INC	1010624762	7/16/2018	TIRE FOR UNIT 126	120.26	120.26
		Voucher:					
79384	9/25/2018	0009569 PCMG, INC.	B08874520101	8/22/2018	TWO HP LASERJET PRO M40	855.39	855.39
		Voucher:					
79385	9/25/2018	00000204 PD: ARAKAWA, DARREN	1-2381	9/6/2018	TRAINING-FBI EXECUTIVE LE	246.00	246.00
		Voucher:					
79386	9/25/2018	0011676 PD: CASTILLO, NATALY	1-2383	9/6/2018	TRAINING-832 PC TRAINING I	113.57	113.57
		Voucher:					
79387	9/25/2018	0011674 PD: LAZO, ELIZABETH	1-2379	9/5/2018	TRAINING-PUBLIC SAFETY D	527.11	527.11
		Voucher:					
79388	9/25/2018	0011675 PD: MONROY, LUIS	1-2383	9/6/2018	TRAINING-832 PC TRAINING I	113.57	113.57
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79389	9/25/2018	00004717	PETTY CASH-GENERAL FUNIPETTY CASH R	9/6/2018	PETTY CASH RECEIPTS- 08/1	445.89	445.89
		Voucher:					
79390	9/25/2018	00004713	PETTY CASH- PARKS & REC.[08/23/18-08/30/1	9/6/2018	PETTY CASH RECEIPTS- 08/2	88.54	88.54
		Voucher:					
79391	9/25/2018	00004714	PETTY CASH- POLICE DEPT. -JM-07/11/18-08/	9/6/2018	PETTY CASH- POLICE DEPT-	435.40	435.40
		Voucher:					
79392	9/25/2018	0007072	PIRTEK COMMERCE SOUTH S2761273.001	8/10/2018	MANUFACTURED HOSE ASSI	169.23	169.23
		Voucher:					
79393	9/25/2018	0011257	PK: GUILMETTE, ROBERT	08/08/18-09/05/1	YOGA - 08/08/2018-09/05/2018	175.00	175.00
		Voucher:					
79394	9/25/2018	00003691	PK: LARIOS, JUAN	SEPT 2018	KARATE - 09/01/18-09/26/18	1,247.40	1,247.40
		Voucher:					
79395	9/25/2018	00003720	PK: RODRIGUEZ, BEATRIZ J	08/01/18-08/30/1	OVER EASY CLASSES- 08/01/	165.66	165.66
		Voucher:					
79396	9/25/2018	0010624	PK: SANCHEZ, MARIBEL	08/08/18-09/05/1	ZUMBA- 08/08/18-09/05/18	420.00	420.00
		Voucher:					
79397	9/25/2018	0008743	PK: SPINDOLA, DANIELLE	08/09/18-09/06/1	YOGA- 08/09/18-09/06/18	315.00	315.00
		Voucher:					
79398	9/25/2018	0009567	PK: TUJALII-JUMI, NAOMI K.	08/08/18-09/05/1	ZUMBA - 08/08/18-09/05/18	315.00	315.00
		Voucher:					
79399	9/25/2018	0005405	POLLARDWATER.COM	0115365	WATER RELATED TOOLS ANI	275.99	
		Voucher:					
				0115358	WATER RELATED TOOLS ANI	682.37	
				0114774	WATER RELATED TOOLS ANI	309.61	
				0114449	WATER SUPPLIES	907.51	
				0115129	WATER RELATED TOOLS ANI	268.75	2,444.23
79400	9/25/2018	00000488	PRAXAIR DISTRIBUTION, INC.84155530	7/22/2018	SPECIALTY POOL PARTS- WE	132.05	
		Voucher:					
				84251618	WELDING SUPPLIES FOR SH	782.97	915.02
79401	9/25/2018	0005368	PRINTCO DIRECT	8/16/2018	BROCHURE/FLYERS PRINTIN	2,866.50	2,866.50
		Voucher:					
79402	9/25/2018	0011686	QUINONES, CELICA	Ref000241008	UB REFUND CST #00056427 -	140.00	140.00
		Voucher:					
79403	9/25/2018	00000416	RAPID-O-PRINT	15419	DOOR HANGERS - NOTICE T	490.61	
		Voucher:					
				15476	FLUSHING DOOR HANGERS	1,571.06	
				15043	FINAL BUDGET - 30 COPIES	296.02	2,357.69

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79404	9/25/2018	0011545 RELX, INC. Voucher:	1431080-201808	8/31/2018	AUG 2018 - MONTHLY SUBSC	732.45	1,464.90
79405	9/25/2018	00004773 RET: ALMANZA, JOSEPH A Voucher:	1431080-201807	7/31/2018	JULY 2018 - MONTHLY SUBSC	732.45	250.00
79406	9/25/2018	0005570 RET: ALONZO, ANTHONY Voucher:	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEF	1,100.86	1,100.86
79407	9/25/2018	0009815 RET: AMEY, ISAAC D Voucher:	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	150.00	150.00
79408	9/25/2018	0008275 RET: AROCHA, FRANCIS X. Voucher:	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEF	1,100.86	1,100.86
79409	9/25/2018	0005813 RET: AVILA, VINCENT Voucher:	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEF	1,100.86	1,100.86
79410	9/25/2018	00001840 RET: BLASKA, WILLIAM MIKE Voucher:	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEF	250.00	250.00
79411	9/25/2018	00001265 RET: BRASSFIELD, CHARLES Voucher:	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEF	250.00	250.00
79412	9/25/2018	0006324 RET: BURBACH, MAUREEN Voucher:	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	150.00	150.00
79413	9/25/2018	00004776 RET: CARTER, LLOYD B Voucher:	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEF	250.00	250.00
79414	9/25/2018	00000495 RET: CHAVEZ, ANTHONY A Voucher:	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	150.00	150.00
79415	9/25/2018	00000817 RET: CHRIST, DOUGLAS F Voucher:	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEF	241.60	241.60
79416	9/25/2018	00002460 RET: COMSTOCK, JOSEPH E Voucher:	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	200.00	200.00
79417	9/25/2018	0006505 RET: CORBET, RONALD Voucher:	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEF	1,100.86	1,100.86
79418	9/25/2018	00003408 RET: DAMRON, ROGER V Voucher:	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEF	250.00	250.00
79419	9/25/2018	00004777 RET: DAY, ROBERT A Voucher:	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEF	250.00	250.00
79420	9/25/2018	0008746 RET: DELEON, RUBEN Voucher:	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	150.00	150.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79421	9/25/2018	00001776 Voucher:	RET: EADE, JOANN	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP	183.34	183.34
79422	9/25/2018	00003973 Voucher:	RET: EADS, KENNETH P.	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS. - SEF	1,100.86	1,100.86
79423	9/25/2018	00003853 Voucher:	RET: FANNIN, ZONA	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP	150.00	150.00
79424	9/25/2018	0008820 Voucher:	RET: FERNANDEZ, CARLOS	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS. - SEF	1,100.86	1,100.86
79425	9/25/2018	00004403 Voucher:	RET: FIELD, GARY	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP	150.00	150.00
79426	9/25/2018	0006507 Voucher:	RET: FIGUEROA, GLORIAA.	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP	150.00	150.00
79427	9/25/2018	00000605 Voucher:	RET: FORRESTER, BOB L	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS. - SEF	250.00	250.00
79428	9/25/2018	0005355 Voucher:	RET: GALBREATH, RUSSELL	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS. - SEF	1,100.86	1,100.86
79429	9/25/2018	0011326 Voucher:	RET: GALVAN, RAY A.	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP	150.00	150.00
79430	9/25/2018	0011186 Voucher:	RET: GAMBOA, OSCAR	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP	150.00	150.00
79431	9/25/2018	00000496 Voucher:	RET: GEORGE, RONALD P	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS. - SEF	250.00	250.00
79432	9/25/2018	0006508 Voucher:	RET: GOMEZ, JOSEPH C.	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP	150.00	150.00
79433	9/25/2018	00003940 Voucher:	RET: GONZALEZ, HIRAM	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP	150.00	150.00
79434	9/25/2018	0006328 Voucher:	RET: GUTIERREZ, MANUEL	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS. - SEF	1,100.86	1,100.86
79435	9/25/2018	0006509 Voucher:	RET: HAMMOND, DONNA	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP	150.00	150.00
79436	9/25/2018	0006510 Voucher:	RET: HERNANDEZ, MARIA	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP	150.00	150.00
79437	9/25/2018	0008059 Voucher:	RET: HILL, GARY	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP	150.00	150.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79438	9/25/2018	0006329 Voucher:	RET: HOMSHER, HUGH	SEPTEMBER 2C	9/10/2018 RETIREE MEDICAL INS. - SEF	1,100.86	1,100.86
79439	9/25/2018	00004784 Voucher:	RET: HUNTRODS, RICHARD	FSEPTEMBER 2C	9/10/2018 RETIREE MEDICAL INS. - SEF	209.80	209.80
79440	9/25/2018	0009521 Voucher:	RET: HUPP, KEITH	SEPTEMBER 2C	9/10/2018 RETIREE MEDICAL INS. - SEF	1,100.86	1,100.86
79441	9/25/2018	0008058 Voucher:	RET: INMAN, RONALD	SEPTEMBER 2C	9/10/2018 RETIREE MEDICAL INS. - SEF	1,100.86	1,100.86
79442	9/25/2018	00004785 Voucher:	RET: IRISH, TERRY F	SEPTEMBER 2C	9/10/2018 RETIREE MEDICAL INS. - SEF	250.00	250.00
79443	9/25/2018	0011110 Voucher:	RET: JOHNSON, GERALD	SEPTEMBER 2C	9/10/2018 RETIREE MEDICAL INS.- SEP	150.00	150.00
79444	9/25/2018	00004787 Voucher:	RET: KENNEDY, GARY E	SEPTEMBER 2C	9/10/2018 RETIREE MEDICAL INS. - SEF	250.00	250.00
79445	9/25/2018	0005356 Voucher:	RET: KEY, ANDREW	SEPTEMBER 2C	9/10/2018 RETIREE MEDICAL INS. - SEF	1,100.86	1,100.86
79446	9/25/2018	0011111 Voucher:	RET: KOOMEN, SHERI L.	SEPTEMBER 2C	9/10/2018 RETIREE MEDICAL INS.- SEP	150.00	150.00
79447	9/25/2018	0010881 Voucher:	RET: KOOPMANS, WILLIAM O	SEPTEMBER 2C	9/10/2018 RETIREE MEDICAL INS.- SEP	150.00	150.00
79448	9/25/2018	00004788 Voucher:	RET: LANE JR, EDWARD W	SEPTEMBER 2C	9/10/2018 RETIREE MEDICAL INS. - SEF	250.00	250.00
79449	9/25/2018	0009946 Voucher:	RET: LEFEVER, STEVEN A.	SEPTEMBER 2C	9/10/2018 RETIREE MEDICAL INS.- SEP	200.00	200.00
79450	9/25/2018	0010410 Voucher:	RET: LEO, FRANK	SEPTEMBER 2C	9/10/2018 RETIREE MEDICAL INS.- SEP	150.00	150.00
79451	9/25/2018	00004789 Voucher:	RET: LILLEY, RAYMOND E	SEPTEMBER 2C	9/10/2018 RETIREE MEDICAL INS. - SEF	250.00	250.00
79452	9/25/2018	0005633 Voucher:	RET: LOPEZ, ALFONSO	SEPTEMBER 2C	9/10/2018 RETIREE MEDICAL INS. - SEF	590.37	669.57
79453	9/25/2018	0006511 Voucher:	RET: LOPEZ, RAMON A.	JUL & AUG 2018	9/10/2018 RETIREE MEDICAL INS. - ADJ	79.20	150.00
79454	9/25/2018	0009453 Voucher:	RET: LOPEZ, VERONICA	SEPTEMBER 2C	9/10/2018 RETIREE MEDICAL INS.- SEP	150.00	150.00

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City of South Gate

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79455	9/25/2018	0007656 Voucher:	RET: MATSUKIYO, DAVID	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS. - SEF	1,100.86	1,100.86
79456	9/25/2018	00003833 Voucher:	RET: MOOMEY, STEVEN	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS. - SEF	518.00	518.00
79457	9/25/2018	00003328 Voucher:	RET: MOSBY, DOROTHEAS	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP'	183.34	183.34
79458	9/25/2018	00003239 Voucher:	RET: NASSAR, SAM R	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP'	200.00	200.00
79459	9/25/2018	0011522 Voucher:	RET: PELLERIN, ROBERT	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS. - SEF	1,100.86	1,100.86
79460	9/25/2018	00005237 Voucher:	RET: PEREZ, SUSAN	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP'	150.00	150.00
79461	9/25/2018	0010733 Voucher:	RET: PIXLER, DAVID	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS. - SEF	1,100.86	1,100.86
79462	9/25/2018	00004794 Voucher:	RET: POWELL, ROBERT K.	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS. - SEF	250.00	250.00
79463	9/25/2018	0006326 Voucher:	RET: RAMIREZ, VIRGINIA	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP'	150.00	150.00
79464	9/25/2018	00003798 Voucher:	RET: RANGEL, ARMANDO	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP'	150.00	150.00
79465	9/25/2018	0006327 Voucher:	RET: RASCO, ANGELA	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP'	150.00	150.00
79466	9/25/2018	00003630 Voucher:	RET: REGALADO, MARY	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP'	150.00	150.00
79467	9/25/2018	0011112 Voucher:	RET: SALDIVAR, MARIO M.	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS. - SEF	1,100.86	1,100.86
79468	9/25/2018	00001867 Voucher:	RET: SCHMID, BEATRICE J	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP'	150.00	150.00
79469	9/25/2018	0009865 Voucher:	RET: SCHRADER, GEORGE R	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS. - SEF	1,100.86	1,100.86
79470	9/25/2018	0011521 Voucher:	RET: SCOTT, DAVID	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS. - SEF	1,100.86	1,100.86
79471	9/25/2018	00000458 Voucher:	RET: SEWELL, ELAINE	SEPTEMBER 2C 9/10/2018	RETIREE MEDICAL INS.- SEP'	150.00	150.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79472	9/25/2018	00000459	RET: SEWELL, KENNETH R	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	150.00
			Voucher:				150.00
79473	9/25/2018	0006513	RET: SHETTER, RANDOLPH M	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	150.00
			Voucher:				150.00
79474	9/25/2018	00000869	RET: SMITH, CHARLES R	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	250.00
			Voucher:				250.00
79475	9/25/2018	00004796	RET: SPEELMAN, PATRICIA L	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	250.00
			Voucher:				250.00
79476	9/25/2018	00002147	RET: SPROWLS, KENNETH C	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	250.00
			Voucher:				250.00
79477	9/25/2018	0008313	RET: SULLIVAN, DARREN	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	1,100.86
			Voucher:				1,100.86
79478	9/25/2018	0006512	RET: TATTI, WILLIAM P.	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	150.00
			Voucher:				150.00
79479	9/25/2018	0005357	RET: TODD, ROBERT M.	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	1,100.86
			Voucher:				1,100.86
79480	9/25/2018	00003573	RET: VANLIEROP, MARTIN G	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	518.00
			Voucher:				518.00
79481	9/25/2018	00003959	RET: WADE, RICHARD	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	306.00
			Voucher:				306.00
79482	9/25/2018	0007655	RET: WELLS, GREGORY	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	509.70
			Voucher:				509.70
79483	9/25/2018	00004379	RET: WHALEN, HARVEY	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	150.00
			Voucher:				150.00
79484	9/25/2018	00000498	RET: WILLIAMS, GALE M	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	250.00
			Voucher:				250.00
79485	9/25/2018	0008821	RET: WILLIAMS, TIMOTHY	SEPTEMBER 2C	9/10/2018	RETIREE MEDICAL INS. - SEP	1,100.86
			Voucher:				1,100.86
79486	9/25/2018	00002735	ROADLINE PRODUCTS, INC.	14356	7/31/2018	INSTALLATION OF CAMERA S	1,500.00
			Voucher:				1,500.00
79487	9/25/2018	0009447	RWC GROUP	114855L	7/2/2018	AIR PRESSURE GOVERNOR I	57.15
			Voucher:				57.15

Final Check List
City of South Gate

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Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79488	9/25/2018	00004821	S100116104.001	7/9/2018	WATER SUPPLIES	648.84	
		Voucher:	S100116174.001	7/10/2018	WATER SUPPLIES	164.56	
			S100118189.001	8/8/2018	VARIOUS WATER SUPPLIES	790.90	
			S100116356.001	7/12/2018	WATER SUPPLIES	87.93	
			S100117306.001	7/26/2018	WATER SUPPLIES - PJ BALL	1,345.10	
			S100119137-001	8/23/2018	WATER SUPPLIES	231.05	
			S100118190.001	8/8/2018	WATER SUPPLIES - TAP SLV	854.44	
			S100118229.001	8/9/2018	VARIOUS WATER SUPPLIES	908.68	
			S100118955.001	8/21/2018	WATER SUPPLIES	133.81	
79489	9/25/2018	00003882	S A RENTERIA AUTO PARTS	7/17/2018	VARIOUS WATER SUPPLIES	743.07	5,908.38
		Voucher:	418644	8/2/2018	REPAIR RADIATOR FOR UNIT	683.55	
			419473	8/28/2018	REBUILT ALTERNATOR FOR U	152.15	
79490	9/25/2018	0008369	SAFETY-KLEEN SYSTEM, INC	7/18/2018	REBUILT RADIATOR FOR UNI	683.55	1,519.25
		Voucher:	77335103	7/18/2018	2 DRUMS MOTOR OIL	1,314.99	
79491	9/25/2018	0010999	SAFNA ENGINEERING	7/18/2018	1DRUM. HYDRAULIC FLUID E	420.55	1,735.54
		Voucher:	SSG201807	8/6/2018	JULY 2018 - AMEND NO. 1 - A	19,992.00	19,992.00
79492	9/25/2018	0008973	SCOTT ROBINSON CHRYSLER	7/18/2018	ANTIFREEZ #166	78.66	
		Voucher:	126641	7/18/2018	TAPPET-HYD #166 & #167	351.50	
			126305	7/12/2018	GEAR-RACK #162	702.17	
			129020	8/29/2018	DRIVESHAFT COUPLINGS - L	315.36	
			127777	8/7/2018	MOTOR MOUNTS - UNIT 167	137.55	
			127752	8/7/2018	OXYGEN SENSORS - UNIT 18	129.10	
			125824	7/5/2018	HOSE-HEATE #171	106.39	
			126222	7/12/2018	PAD KIT-FR #172	615.94	
			125987	7/9/2018	MODULE-FUE #167	252.12	
			127333	7/18/2018	GASKET-EXH #166 & #167	184.68	
			126541	7/30/2018	TAPPET-HYD #166	702.99	
			127482	8/2/2018	CABLE-HOOD #172 & #183	207.44	
			126874	7/24/2018	BRAKE ROTORS & PADS - UN	390.53	
			129094	8/30/2018	DRIVESHAFT CENTER SUPP	153.57	
			126957	7/25/2018	STARTER - UNIT 172	227.76	
			125800	7/5/2018	BRAKE PADS - UNIT 171	102.66	
			129066	8/29/2018	DOOR HINGE - UNIT 140	52.44	
			127445	8/2/2018	PAD KIT #166	198.74	4,909.60

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79493	9/25/2018	0010623	18090405	9/1/2018	SEPTEMBER 2018- ARMOREI	257.25	257.25
		Voucher:					
79494	9/25/2018	00004834	SECURITY SIGNAL DEVICES \$1332370-A	6/11/2018	07/01/18-09/30/18 - SSD-FY 20	5,665.72	
		Voucher:	471583-S	8/8/2018	SERVICE ON SECURITY SYS	139.00	
			469875-S	7/12/2018	SERVICE ON SECURITY SYS	139.00	
			469307-S	7/3/2018	REPAIR AND MAINTENANCE I	139.00	6,082.72
79495	9/25/2018	0011683	SEPULVEDA, EPIFANIO	8/28/2018	UB REFUND CST #00062411 -	155.88	155.88
		Voucher:	Ref000240999				
79496	9/25/2018	0006911	SEQUOIA LIGHTING CORP	7/21/2008	STREET LIGHT CIRCUIT REP,	1,673.60	1,673.60
		Voucher:	2471				
79497	9/25/2018	00004841	SHELL CREDIT CARD CENTEF65091514809	9/5/2018	GAS STMT CLOSING DATE 0\$	973.13	973.13
		Voucher:					
79498	9/25/2018	00002616	SHRED-IT USA LLC	7/31/2018	07/09/18 - SHREDDING DOCU	72.00	72.00
		Voucher:	8125317243				
79499	9/25/2018	00004857	SMITH FASTENER COMPANY SF0015276	7/5/2018	FASTENERS, NUTS AND BOL	777.32	
		Voucher:	SF0016096	8/28/2018	MISC FASTENERS	5.52	
			SF0015683	8/1/2018	MISC FASTENERS	59.34	
			SF0016094	8/28/2018	MISC FASTENERS	19.64	
			SF0015712	8/3/2018	MISC FASTENERS	433.10	1,294.92
79500	9/25/2018	00004873	SOUTH GATE CAR WASH INC 140 - 08/08/18	8/8/2018	CAR WASH SRVS- 07/01/18 - (595.00	595.00
		Voucher:					
79501	9/25/2018	00004908	STATUS ONE MEDICAL INC	7/19/2018	MEDICAL SUPPLIES	49.12	49.12
		Voucher:	54134				
79502	9/25/2018	0008773	STOTZ EQUIPMENT	8/27/2018	BLADES FOR TOW BEHIND M	326.22	326.22
		Voucher:	P96292				
79503	9/25/2018	00004906	SWRCB FEES	9/6/2018	DWDO CERT RENEWAL KENI	90.00	90.00
		Voucher:	OP#44024 - 201				
79504	9/25/2018	00004921	TARGET SPECIALTY PRODUCP10855275	8/20/2018	PARKS EQUIPMENT MAINT. RE	336.04	
		Voucher:	P10854955	8/20/2018	PARKS EQUIPMENT MAINT. F	323.87	659.91
			4848	8/28/2018	SPECIALIZED LEGAL SERVIC	1,175.00	
			4846	8/28/2018	SPECIALIZED LEGAL SERVIC	1,175.00	
			4850	8/28/2018	SPECIALIZED LEGAL SERVIC	1,175.00	3,525.00
79506	9/25/2018	00004157	THE LIGHTHOUSE INC	9/5/2018	LED TAIL LIGHT FOR UTILITY	49.34	49.34
		Voucher:	0702809				

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79507	9/25/2018	0010457 THE PUN GROUP, LLP	111693	7/13/2018	AUDIT FOR THE YEAR ENDEI	20,000.00	20,000.00
79508	9/25/2018	0009874 THE WALKING MAN, INC.	E8998	8/22/2018	URBAN ORCHARD PROJECT	2,925.00	2,925.00
79509	9/25/2018	00003851 THOMSON REUTERS	838675896	8/1/2018	JULY 2018- WEST INFORMAT	394.00	788.00
79510	9/25/2018	0011640 TIREHUB, LLC	838855201	9/1/2018	AUG 2018- WEST INFORMATI	394.00	1,651.48
			4531572	8/29/2018	INVENTORY PO/ TIRES	1,651.48	
79511	9/25/2018	0010408 TOURCOACH CHARTER AND	33985	9/12/2018	9/06/18 - SOBOBA CASINO AN	1,182.95	
			33986	9/13/2018	9/12/18 - LA COUNTY FAIR TR	822.05	
			33984	8/21/2018	08/30/18 - SAWDUST ART FES	912.28	
			33982	8/21/2018	08/15/18 - VENICE BEACH TRI	641.60	
			33981	8/21/2018	08/10/18 - CATALINA ISLAND 1	802.00	
			34061	8/21/2018	08/09/18 - SANTA MONICA PIE	731.83	
			33983	8/27/2018	8/25/18 - MARY POPPINS/GLE	715.58	
			34639	8/21/2018	08/19/18 - SANTA CLARITA AC	1,040.09	6,848.38
79512	9/25/2018	00000493 U.S. BANK	5098643	8/24/2018	TRUSTEE FEE- 2014A-TAB - C	1,000.00	2,000.00
			5098644	8/24/2018	TRUSTEE ADMIN FEES- 2014	1,000.00	392.00
79513	9/25/2018	0005474 U.S. HEALTHWORKS MEDICA	3373859-CA	8/3/2018	JULY 2018- DUI BLOOD DRAW	392.00	
79514	9/25/2018	00004964 UNDERGROUND SERVICE AL	620180187	7/11/2018	DIGALERT TICKETS- 175 CSC	298.75	
			720180187	8/1/2018	TICKET CHARGES (208) / MN	353.20	651.95
79515	9/25/2018	00004693 USA MOBILITY WIRELESS, IN	B7961537U	8/31/2018	BILLING PRD- SEP 2018	33.09	33.09
79516	9/25/2018	00002650 VALLES AUTO PAINTING & BO	CSG1054	8/6/2018	R&R FRONT BUMPER COVEF	208.00	
			CSG1055	8/23/2018	REPLACEMENT BED COVER	1,035.25	1,243.25
79517	9/25/2018	00000379 VERIZON BUSINESS	68218283	9/10/2018	BILLING PRD- 08/01/2018 - 08,	79.80	79.80
79518	9/25/2018	00001848 VERIZON WIRELESS	9813377545	8/23/2018	ACCT# 572436405-00001- BILLI	9,742.02	13,551.28
			9813430356	8/23/2018	BILLING PRD- 07/24/18-08/23/	418.11	
			9813241109	8/21/2018	BILLING PRD- 07/22/18-08/21/	3,391.15	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79519	9/25/2018	00002634	VULCAN MATERIALS COMPAN	7/18/2018	ASPHALT, BASE, EMULSION I	162.37	
			71875609	7/6/2018	ASPHALT, BASE, EMULSION I	154.53	
			71875610	7/6/2018	ASPHALT, BASE, EMULSION I	198.52	
			71890029	7/20/2018	ASPHALT, BASE, EMULSION I	148.24	
			71890030	7/20/2018	ASPHALT, BASE, EMULSION I	171.59	
			71884607	7/16/2017	ASPHALT, BASE, EMULSION I	1,027.84	1,863.09
79520	9/25/2018	00004423	WALTERS WHOLESALE ELECS	7/11/2018	ELECTRICAL SUPPLIES	149.37	
			S110883624.001	7/2/2018	PURCHASE OF GALVANIZED	1,001.93	
			S111053432.001	7/26/2018	ELECTRICAL SUPPLIES	236.52	
			S111071987.001	7/26/2018	ELECTRICAL SUPPLIES	72.87	
			S110957876.002	7/26/2018	ELECTRICAL SUPPLIES	22.66	
			S110957902.001	7/11/2018	ELECTRICAL SUPPLIES	243.19	1,726.54
79521	9/25/2018	00002593	WAXIE'S SANITARY SUPPLY	8/30/2018	PARTS FOR AUTO SCRUBBEI	35.22	
			77694847				35.22
79522	9/25/2018	00001953	WEBSTER'S BEE'S REMOVAL	7/11/2018	BEE SERVICE- 8669 SOUTH C	185.00	185.00
79523	9/25/2018	0010476	WECK LABORATORIES INC	W8G0711-COSC	7/11/2018	WATER QUALITY SAMPLING	190.00
				W8H0373-COSC	8/6/2018	WATER QUALITY SAMPLING	200.00
				W8G1580-COSC	7/25/2018	WATER QUALITY SAMPLING	190.00
				W8H1480-COSC	8/21/2018	WATER QUALITY SAMPLING	570.00
				W8G1760-COSC	7/26/2018	WATER QUALITY SAMPLING	130.00
				W8H1696-COSC	8/24/2018	WATER QUALITY SAMPLING	200.00
				W8H0994-COSC	8/13/2018	WATER QUALITY SAMPLING	180.00
				W8H2019-COSC	8/29/2018	WATER QUALITY SAMPLING	250.00
				W8G1579-COSC	7/25/2018	WATER QUALITY SAMPLING	30.00
				W8H0937-COSC	8/13/2018	WATER QUALITY SAMPLING	115.00
				W8H1695-COSC	8/24/2018	WATER QUALITY SAMPLING	150.00
				W8G1801-COSC	7/27/2018	WATER QUALITY SAMPLING	540.00
				W8H1024-COSC	8/14/2018	WATER QUALITY SAMPLING	195.00
				W8H1813-COSC	8/27/2018	WATER QUALITY SAMPLING	200.00
				W8H1624-COSC	8/23/2018	WATER QUALITY SAMPLING	130.00
				W8G1429-COSC	7/24/2018	WATER QUALITY SAMPLING	75.00
				W8G1398-COSC	7/23/2018	WATER QUALITY SAMPLING	200.00
				W8G0721-COSC	7/11/2018	WATER QUALITY SAMPLING	440.00
				W8G1549-COSC	7/24/2018	WATER QUALITY SAMPLING	200.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79524	9/25/2018	00000032 WEST COAST MAILERS	9628	8/29/2018	BILLS CYCLES 7 & 8 JOB# 8-1	296.31	
		Voucher:	9627	8/29/2018	BILLS CYCLES # 10 JOB# 8-1	161.92	
			9626	8/29/2018	BILLS CYCLES 1 & 2 JOB# 8-1	2,079.89	
			9634	8/29/2018	BILLS CYCLES 5 & 6 JOB# 8-1	1,770.30	
			9624	8/29/2018	BILLS CYCLES 3 & 4 JOB# 8-1	1,141.07	
			9625	8/29/2018	LATE NOTICES CYCLES 3 & 4	290.68	
			9613	8/29/2018	LATE NOTICES CYCLES 1 & 2	357.80	6,097.97
79525	9/25/2018	00004593 WESTERLY METER SERVICE	15871	7/27/2018	METER TEST	40.00	
		Voucher:	15878	7/31/2018	METER TESTS	80.00	
			15857	7/11/2018	METER TEST	40.00	160.00
79526	9/25/2018	00000561 WESTERN EXTERMINATOR	6305091	7/31/2018	JUL 2018 - WESTERN EXTERI	143.50	
		Voucher:	6300225	7/31/2018	JUL 2018 - WESTERN EXTERI	149.00	
			6283030	7/31/2018	JUL 2018 - WESTERN EXTERI	78.00	
			6305092	7/31/2018	JUL 2018 - WESTERN EXTERI	39.50	
			6287783	7/31/2018	JUL 2018 - WESTERN EXTERI	195.00	
			6305090	7/31/2018	JULY 2018 - WESTERN EXTEI	114.50	
			6282886	7/31/2018	JULY 2018 - WESTERN EXTEI	40.00	
			6282887	7/31/2018	JULY 2018 - WESTERN EXTEI	200.00	
			6282957	7/31/2018	JULY 2018 - WESTERN EXTEI	275.00	
			6282958	7/31/2018	JULY 2018 - WESTERN EXTEI	280.00	1,514.50
79527	9/25/2018	0009204 XC2 SOFTWARE, LLC.	10645	8/27/2018	BACKFLOW SOFTWARE/TEC	750.00	750.00
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79528	9/25/2018	00000058 XEROX CORP	094009029	8/28/2018	COPIER LEASE AGRMNT- JUI	223.04	
		Voucher:	094009038	8/28/2018	COPIER LEASE AGRMNT- JUI	311.31	
			094009026	8/28/2018	COPIER LEASE AGRMNT- JUI	223.11	
			094009030	8/28/2018	COPIER LEASE AGRMNT- JUI	212.39	
			094009034	8/28/2018	COPIER LEASE AGRMNT- JUI	263.54	
			094009031	8/28/2018	COPIER LEASE AGRMNT- JUI	399.17	
			094009035	8/28/2018	COPIER LEASE AGRMNT- JUI	376.59	
			094009032	8/28/2018	COPIER LEASE AGRMNT- JUI	222.97	
			094214245	8/28/2018	COPIER LEASE AGRMNT- JUI	1,095.22	
			094009027	8/28/2018	COPIER LEASE AGRMNT- JUI	283.01	
			094009028	8/28/2018	COPIER LEASE AGRMNT- JUI	263.69	
			094009033	8/28/2018	COPIER LEASE AGRMNT- JUI	263.69	
			094009037	8/28/2018	COPIER LEASE AGRMNT- JUI	212.45	
			094009036	8/28/2018	COPIER LEASE AGRMNT- JUI	154.07	
			094009025	8/28/2018	COPIER LEASE AGRMNT- JUI	223.04	
			094214247	8/28/2018	COPIER LEASE AGRMNT- JUI	450.28	
			094214246	8/28/2018	COPIER LEASE AGRMNT- JUI	424.90	5,602.47
79529	9/25/2018	00003442 YOUNGBLOOD & ASSOCIATE:3311A		7/11/2018	PRE-EMPLOYMENT POLYGR	750.00	
		Voucher:	3328A	7/20/2018	PRE-EMPLOYMENT POLYGR	300.00	
			3343A	7/24/2018	PRE-EMPLOYMENT POLYGR	300.00	
			3361A	8/1/2018	PRE-EMPLOYMENT POLYGR	375.00	
			3298A	7/6/2018	PRE-EMPLOYMENT POLYGR	300.00	
			3297A	7/6/2018	PRE-EMPLOYMENT POLYGR	375.00	
			3366A	8/2/2018	PRE-EMPLOYMENT POLYGR	375.00	
			3323A	7/19/2018	PRE-EMPLOYMENT POLYGR	750.00	
			3324A	7/19/2018	PRE-EMPLOYMENT POLYGR	750.00	
			3310A	7/11/2018	PRE-EMPLOYMENT POLYGR	600.00	4,875.00

Final Check List
City of South Gate

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Grand Total All Checks: 776,813.86

267 checks in this report.

Void Checks

Bank code: botw

<u>Check #</u>	<u>Date</u>
79374	9/25/2018
79379	9/25/2018

WARRANT REGISTER COUNCIL MEETING 09/25/2018

PART III

apChkLst

09/06/2018 4:21:36PM

FinalCheck List

City of South Gate

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1539	8/23/2018	00000343	PUBLIC EMPLOYEES RETIREIBen239771	8/23/2018	PERS RETIREMENT: PAYMEN	200,878.93	200,878.93
	Voucher:						
1543	9/6/2018	00000004	NATIONWIDE RETIREMENT SBen240238	9/6/2018	DEF COMP NATIONWIDE: PA	60,747.59	60,747.59
	Voucher:						
1544	9/6/2018	00004836	SEIU LOCAL 721 CTW CLC-23Ben240240	9/6/2018	ACH DEBIT - SEIU DUES: PAY	3,144.74	3,144.74
	Voucher:						
1545	9/6/2018	00002370	INTERNAL REVENUE SERVICIBen240242	9/6/2018	MEDICARE: PAYMENT	132,111.90	132,111.90
	Voucher:						
1547	9/6/2018	00000343	PUBLIC EMPLOYEES RETIREIBen240246	9/6/2018	PERS RETIREMENT: PAYMEN	205,931.19	205,931.19
	Voucher:						
1548	9/6/2018	00001186	EMPLOYMENT DEVELOPMENBen240248	9/6/2018	SDI: PAYMENT	42,705.98	42,705.98
	Voucher:						
1549	9/6/2018	00004996	SEIU-COPE LOCAL 721, LA/OCBen240250	9/6/2018	ACH DEBIT - SEIU- COPE LOC	51.50	51.50
	Voucher:						
1550	9/6/2018	00004988	CHILD SUPPORT ON-LINE, STBen240252	9/6/2018	CHILD SUPPORT-ONLINE: PA	1,941.70	1,941.70
	Voucher:						
79233	9/6/2018	00000437	AFLAC Ben240228	9/6/2018	AMERICAN FAMILY LIFE INS.:	635.82	635.82
	Voucher:						
79234	9/6/2018	00002417	AMERICAN FIDELITY ASSURABen240216	9/6/2018	AMERICAN FIDELITY (ABT): P	450.32	450.32
	Voucher:						
79235	9/6/2018	0011469	CALIFORNIA DENTAL NETWO Ben240220	9/6/2018	CALIFORNIA DENTAL NETWC	2,716.36	2,716.36
	Voucher:						
79236	9/6/2018	0011535	CDTFA Ben240230	9/6/2018	CA DEPT OF TAX & FEE ADMI	386.68	386.68
	Voucher:						
79237	9/6/2018	00000438	COLONIAL INSURANCE CO. Ben240218	9/6/2018	COLONIAL INSURANCE CO: F	5,020.87	5,020.87
	Voucher:						
79238	9/6/2018	0009920	OCSE CLEARINGHOUSE SDU Ben240236	9/6/2018	GARNISHMENT - AR CHILD S	324.00	324.00
	Voucher:						
79239	9/6/2018	00002421	POLICE MANAGEMENT ASSO'Ben240226	9/6/2018	POLICE MANAGEMENT ASSC	1,800.00	1,800.00
	Voucher:						
79240	9/6/2018	00000335	POLICE OFFICERS ASSOCIATBen240224	9/6/2018	POLICE ASSOCIATION DUES:	5,600.00	5,600.00
	Voucher:						
79241	9/6/2018	0011466	PRINCIPAL LIFE INSURANCE (Ben240210	9/6/2018	PRINCIPAL DENTAL PPO (MIS	24,993.79	24,993.79
	Voucher:						

Final Check List
City of South Gate

apChkLst
09/06/2018 4:21:36PM

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79242	9/6/2018	0011467	Ben240212	9/6/2018	LONG TERM DISABILITY: PAY	3,799.24	3,799.24
Voucher:							
79243	9/6/2018	0008951	Ben240234	9/6/2018	SPOUSAL SUPPORT-E. SENC	553.85	553.85
Voucher:							
79244	9/6/2018	0011468	Ben240214	9/6/2018	SUPERIOR VISION MISC.: PA'	3,936.45	3,936.45
Voucher:							
79245	9/6/2018	0008005	Ben240232	9/6/2018	PARS 11.87%: PAYMENT	749.66	749.66
Voucher:							
79246	9/6/2018	00000334	LCBen240222	9/6/2018	UNITED WAY: PAYMENT	38.66	38.66
Voucher:							
1155126	9/5/2018	00004708	Ben239212	8/9/2018	MEDICAL HMO ANTHEM SELE	383,225.50	383,225.50
Voucher:							
Sub total for BANK OF THE WEST:						1,081,744.73	

23 checks in this report.

Grand Total All Checks: 1,081,744.73

Void Checks

Bank code: botw
(none)

WARRANT REGISTER COUNCIL MEETING 09/25/2018
TOTALS
FISCAL YEAR 2018/2019

TOTAL AP PART I - FY 2017/2018	1,193,547.72
TOTAL AP PART II - FY 2018/2019	776,813.86
TOTAL PAYROLL PART III - 09/06/2018	1,081,744.73
	TOTAL 3,052,106.31
VOIDS	(\$72,243.42)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(\$391,110.11)
	<hr/>
TOTAL	2,588,752.78

SOUTH GATE CITY COUNCIL WARRANT APPROVAL AND CANCELLATION

Warrant Number 79230 to Number 79532 Inclusive, Totaling \$ 2,588,752.78 as listed on the accompanying Accounts Payable Warrant Register of September 25, 2018 and approved as presented, with the exception of the following warrants:

77762	WILLIAM CASEY	06/12/2018	348.00	CHECK WAS LOST IN MAIL, WILL BE REISSUE
79106	SO CALIF EDISON	09/04/2018	66,945.42	CHECK AMOUNT IS INCORRECT, WILL BE REISSUE AS A PREPAID
79229	YOUNGBLOOD & ASSOCIATES	09/11/2018	4,950.00	CHECK AMOUNT IS INCORRECT, WILL BE REISSUE
	GRAND TOTAL OF VOIDED CHECKS		\$ 72,243.42	

CITY AUDITOR

CITY MANAGER



DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on September 25, 2018 at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above demands, as approved.