



## SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, August 27, 2019 at 6:30 p.m.

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

<b>CALL TO ORDER</b>	Jorge Morales, Mayor
<b>INVOCATION</b>	Pastor Chuck Brady, Redeemer Lutheran Church
<b>PLEDGE OF ALLEGIANCE</b>	Giselle Mares, Administrative Analyst
<b>ROLL CALL</b>	Carmen Avalos, City Clerk

### II. City Officials

<b>MAYOR</b> Jorge Morales	<b>CITY CLERK</b> Carmen Avalos
<b>VICE MAYOR</b> Denise Diaz	<b>CITY TREASURER</b> Gregory Martinez
<b>COUNCIL MEMBERS</b> Al Rios Maria Davila Maria Belen Bernal	<b>CITY MANAGER</b> Michael Flad  <b>CITY ATTORNEY</b> 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. Public Hearings**

1.

The City Council will conduct a public hearing to consider: (PW)

- a. Adopting a **Resolution** \_\_\_\_\_ adopting the Draft Initial Study/Mitigated Negative Declaration, a Mitigation Monitoring and Reporting Program, and adopting the Draft Environmental Assessment for the Urban Orchard Demonstration Project, City Project No. 539-PRK, and approving design and construction of this Project;
- b. Directing the City Clerk's to file the Notice of Determination with the Los Angeles County Registrar Recorder's Office and State Clearing House; and
- c. Directing the City Clerk to publish a copy of this Resolution in the Los Angeles WAVE newspaper, as required by law, not less than fifteen (15) days after its adoption.

Documents:

[ITEM 1 REPORT 082719.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, 9, 10 and 11** 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.

## **2. This Item Was Removed From The Agenda.**

### **3.**

The City Council will consider adopting a **Resolution** \_\_\_\_\_  
\_ amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to create the positions of full-time Intermediate Account Clerk (Police) and part-time Computer Information Systems Aide (Police), to eliminate one vacant full-time Civilian Custody Officer position, to eliminate one vacant part-time Intermediate Account Clerk position, all in the Police Department, to approve the corresponding job specifications, and to update the appropriate salary pay tables. (ADMIN SVCS)

Documents:

[ITEM 3 REPORT 082719.PDF](#)

### **4.**

The City Council will consider adopting a **Resolution** \_\_\_\_\_  
\_ amending the Hourly Pay Table to update hourly rates for hourly positions with full-time classification titles, effective June 23, 2019, and to conform to the state minimum wage law, which will go into effect on January 1, 2020. (ADMIN SVCS)

Documents:

[ITEM 4 REPORT 082719.PDF](#)

### **5.**

The City Council will consider adopting a **Resolution** \_\_\_\_\_  
\_ approving the submittal of a grant application by The Trust for Public Land to the California Department of Parks and Recreation for Statewide Park Development and Community Revitalization Grant Program for the construction of the Urban Orchard Demonstration Project and City agreeing to accept this Project and contract obligations upon completion. (PW)

Documents:

[ITEM 5 REPORT 082719.PDF](#)

6.

The City Council will consider: (PW)

a. Approving an Agreement (**Contract No. \_\_\_\_\_**) with National Plant Services, Inc., for Sanitary Sewer Main Closed Circuit Television Inspection and As-needed Maintenance Services for a three-year term commencing September 1, 2019, in an annual amount not to exceed \$100,000, for a total amount of \$300,000; and

b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 6 REPORT 082719.PDF](#)

7.

The City Council will consider: (PW)

a. Approving an Escrow Agreement (**Contract No. \_\_\_\_\_**) with the Los Angeles Community College District to collect the fair share portion of the costs associated with the construction of a traffic signal at the intersection of Firestone Boulevard and Calden Avenue under the Firestone Boulevard Corridor Capacity Enhancement Project, City Project No. 476-TRF, in the amount of \$317,307; and

b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 7 REPORT 082719.PDF](#)

**8. This Item Was Removed From The Agenda.**

9.

The City Council will consider: (ADMIN)

a. Approving Amendment No. 2 to Contract No. 3035 with Icon Enterprises, Inc., D/B/A CivicPlus, extending website maintenance support services through August 26, 2020, in an amount not-to-exceed \$9,703;

b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney; and

c. Appropriate \$9,703 from the unassigned fund balance of the General Fund to Account No. 100-150-44-6101 (Community Promotion - Professional Services).

Documents:

[ITEM 9 REPORT 082719.PDF](#)

**10.**

The City Council will consider: (PARKS)

- a. Approving the purchase of a new 30 foot Showmobile Mobile Stage from Wenger, Inc., through the Government Pricing Program in the amount of \$174,749;
- b. Appropriating \$185,000 from the unassigned fund balance of the Capital Asset & Equipment Replacement Fund (CAER) to Account Number 523-401-61-9003 (CAER Fund - Parks Administration - Auto/Rolling Stock) to fund the cost of this purchase and additional equipment at a later time;
- c. Authorizing the City's Purchasing Department to issue a Purchase Order for this item in accordance with the City's purchasing ordinance and policies; and
- d. Authorizing the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this purchase.

Documents:

[ITEM 10 REPORT 082719.PDF](#)

**11.**

The City Council will consider approving the Special and Regular City Council Meeting Minutes of August 13, 2019. (CLERK)

Documents:

[ITEM 11 REPORT 082719.PDF](#)

## **VIII. Reports, Recommendations And Requests**

**12.**

The City Council will consider: (PD)

- a. Approving Amendment No. I to Contract No. 3396 with Mr. C's Towing of South Gate, Inc., for tow and storage services for an additional five year term, with an option for a subsequent two year extension; and
- b. Authorizing the Mayor to execute Amendment No. I in a form acceptable to the City Attorney.

Documents:

ITEM 12 REPORT 082719.PDF

13.

The City Council will consider: (ADMIN)

- a. Receiving and filing the Citywide Work Program for Fiscal Year 2018/19; and
- b. Adopting and approving the Citywide Work Program for Fiscal Year 2019/20.

Documents:

ITEM 13 REPORT 082719.PDF

14.

The City Council will consider approving the Warrants and Cancellations for August 27, 2019. (ADMIN SVCS)

Total of Checks: \$11,571,578.59  
Voids \$ (1,217.41)  
Total of Payroll Deductions: \$ (355,463.42)  
Grand Total: \$11,214,897.76

Cancellations: 77750, 81164

Documents:

ITEM 14 REPORT 082719.PDF

**IX. Adjournment**

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted August 22, 2019 at 6:59 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](http://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

City of South Gate

Item No. 1

AUG 22 2019

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

AGENDA BILL

4:55pm

For the Regular Meeting of: August 27, 2019

Originating Department: Public Works

Department Director:

  
Arturo Cervantes

City Manager:

  
Michael Flad

**SUBJECT: RESOLUTION ADOPTING THE DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION, AND DRAFT ENVIRONMENTAL ASSESSMENT FOR THE URBAN ORCHARD DEMONSTRATION PROJECT, CITY PROJECT NO. 539-PRK**

**PURPOSE:** As a part of the design development process for the Urban Orchard Demonstration Project (Project), environmental studies must be prepared to comply with State and Federal requirements. The Project warrants a, (a) Draft Initial Study/Mitigated Negative Declaration (IS/MND) and a Mitigation Monitoring and Reporting Program (MMRP) to meet State requirements, and (b) Draft Environmental Assessment (EA) to meet Federal requirements.

- RECOMMENDED ACTIONS:** Following the conclusion of the Public Hearing:
- a. Adopt Resolution adopting the Draft Initial Study/Mitigated Negative Declaration, a Mitigation Monitoring and Reporting Program, and adopting the Draft Environmental Assessment for the Urban Orchard Demonstration Project, City Project No. 539-PRK, and approving design and construction of this Project;
  - b. Direct the City Clerk's to file the Notice of Determination with the Los Angeles County Registrar Recorder's Office and State Clearing House; and
  - c. Direct the City Clerk to publish a copy of this Resolution in the Los Angeles WAVE newspaper, as required by law, not less than fifteen (15) days after its adoption.

*Palace*  
**FISCAL IMPACT:** There is no fiscal impact to the General Fund. Funds, in the amount of \$2,429.75, were included in the Fiscal Year 2019/20 budget for the cost to file a Notice of Determinations in Account No. 311-790-61-9214 (Capital Improvements).

**NOTICING PROCEDURES:** To meet State and Federal noticing requirements, several actions must be taken to properly notice the Draft IS/MND, MMRP and the Draft AE (Environmental Documents), as follows: 1) The Notice of Public Hearing/Notice of Intent was published in the *Los Angeles WAVE newspaper* on July 4, 2019; was filed with the Los Angeles County Registrar Recorder's Office on July 3, 2019; and was filed with the State Clearinghouse on July 15, 2019; and (2) the Environmental Documents were circulated for public review and comment for a minimum period of 30-days, from July 4, 2019 to August 13, 2019. The Environmental Documents were made available at the Public Works Department counter, Leland R. Weaver Library, and the City's website. They were also mailed to regulatory agencies, neighboring municipalities, Thunderbird Villa Mobile Home Park and other interested parties such as the Fire Department, State and AQMD.

**ANALYSIS:** CEQA and NEPA are State and Federal, respectively, environmental programs which dictate the level of environmental review for capital projects. The Urban Orchard Demonstration Project warrants the IS/MND Study and the EA Study to meet CEQA and NEPA, respectively. The Environmental Documents are available at City Hall Public Works Counter.

1



The Environmental Documents analyzed the potential environmental effects of the Project, in the following areas of interest: aesthetics, agriculture and forestry, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, minerals resources, noise, population and housing public services, recreation, transportation, tribal cultural resources, utilities and service systems, and wildfire.

The following are highlights of the Environmental Documents findings:

- No degradation of the quality of the environment.
- No impacts that are individual limited, but cumulatively considerable, when considering planned or proposed projects in the City.
- No substantial adverse effects on human beings, directly or indirectly.
- Potentially significant impacts related to air quality, energy, geology and soils, hazard and hazardous materials, noise and tribal cultural resources. All of these impacts will be mitigated with the project.

The Environmental Documents identified several mitigation measures to reduce the potentially significant impacts, of the project, to less than significant. In general, mitigations include the following: (a) adhering with local and state air quality requirements during construction; (b) surveying for nesting migratory birds prior to construction, (c) installing energy efficient lighting and equipment, (d) consulting with a qualified paleontologist when excavation exceeds 6-feet of depth during construction, (e) adhering to a soil management plan, and (f) coordinating with an archaeologist if cultural materials are found. These mitigation measures are incorporated in the project.

**BACKGROUND:** The Urban Orchard Project is part of the Capital Improvement Program. It proposes to construct a new park, next to the Los Angeles River and the I-710 Freeway. The park features passive recreational elements as well as several environmental elements, such as, storm water quality, and water conservation. The amenities include: a constructed wetland, wetland overlook, an orchard, an education garden, natural play area, multi-use exercise loops, a multi-use building and sculptural art locations.

Design of the Project is underway. As a part of the design development process, environmental documents were prepared to comply with CEQA and NEPA. More specifically, an IS/MND and MMRP were prepared to meet State requirements, and a Draft EA were prepared to meet Federal requirements.

The Environmental Documents were circulated for public review. Comments were received from four parties. Formal responses were provided in accordance with CEQA and NEPA (see Attachment C). A public hearing must now be held to finalize the public input process.

At the conclusion of the Public Hearing, the City Council may approve the Environmental Documents in compliance with CEQA and NEPA requirements.

As a note, at the onset of the Project, a Categorical Exemption (CE) was prepared. A CE is a lower level environmental review. The document was filed with the Los Angeles County Registrar Recorder's Office and the State Clearinghouse in 2016 and 2017, respectively. Subsequent to its filing, additional improvements and federal funding sources were added to the Project. As such, the environmental review requirements increased and must now meet State and Federal requirements.

**ATTACHMENTS:**

- A. Proposed Resolution
- B. Public Hearing Notice
- C. Responses to Comments

GD:lc

**RESOLUTION NO. \_\_\_\_\_**

**CITY OF SOUTH GATE  
LOS ANGELES COUNTY, CALIFORNIA**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SOUTH GATE, CALIFORNIA, ADOPTING THE DRAFT  
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION,  
A MITIGATION MONITORING AND REPORTING  
PROGRAM, AND DRAFT ENVIRONMENTAL  
ASSESSMENT FOR THE URBAN ORCHARD  
DEMONSTRATION PROJECT, CITY PROJECT NO. 539-  
PRK, AND APPROVING DESIGN AND CONSTRUCTION  
OF THIS PROJECT**

**WHEREAS**, the Urban Orchard Demonstration Project ("Project") is being developed to meet, amongst other, National Pollution Discharge Elimination System requirements and to create additional open space in the City of South Gate ("City"); and

**WHEREAS**, the Project is required to comply with California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA") due in part to the State and Federal funding received; and

**WHEREAS**, because the Project was initially determined to be categorically exempt from CEQA requirements, a Categorical Exemption ("CE") was filed at the Los Angeles County Registrar Recorder's office and at the State Clearing House on June 30, 2016 and October 30, 2017, respectively; and

**WHEREAS**, modifications to the Project made during the design development phase rendered the Project no longer categorically exempt from CEQA, leading the City to determine that additional environmental analyses was required; therefore, a Draft Initial Study/Mitigated Negative Declaration ("IS/MND") was developed to meet CEQA requirements; and

**WHEREAS**, Federal funds have been awarded for the Project, requiring the development of an Environmental Assessment ("EA") to meet NEPA requirements; and

**WHEREAS**, the Draft IS/MND and Draft EA concluded that implementation of the Project could result in a number of significant effects on the environment and identified mitigation measures that would reduce the significant effects to a less-than-significant level; and

**WHEREAS**, in connection with the approval of a project involving the preparation of a Draft IS/MND that identifies one or more significant environmental effects, CEQA

requires the City, as the lead agency, to incorporate feasible mitigation measures that would reduce those significant environment effects to a less-than-significant level; and

**WHEREAS**, the City agrees to implement proposed mitigation measures that avoid the Project's significant environmental effects or mitigate those effects to a point where clearly no significant effects would occur; and

**WHEREAS**, a Mitigation Monitoring and Reporting Program ("MMRP") has been prepared to ensure implementation and compliance with those mitigation measures attached hereto as Exhibit "A"; and

**WHEREAS**, the City has determined that the mitigation measures proposed in the MMRP would reduce the Project's significant environmental impacts to a less than significant level; and

**WHEREAS**, the City filed a Notice of Intent/Public Hearing pertaining to the Project with the Los Angeles County Registrar Recorder's office, posted and distributed the Draft IS/MND and Draft EA through the State Clearinghouse, made a copy available at South Gate City Hall and Leland R. Weaver Library, and mailed copies of those drafts to surrounding cities and interested parties, all pursuant to CEQA Guidelines Section 15072; and

**WHEREAS**, the City held a 30-day public review and comment period during July 4, 2019 and August 13, 2019, and received comments from four (4) parties; these parties have received formal responses, which are documented in a response matrix which will be attached to the Final IS/MND and Final EA; and

**WHEREAS**, the period for public review and comment on the Draft IS/MND and Draft EA prepared for this Project has concluded, and following the City's review of comments received from the public, the City has determined that the Project will not have a significant effect on the environment if the MMRP is adopted and the mitigation measures identified therein are implemented; and

**WHEREAS**, on August 27, 2019, the City Council conducted a duly noticed public hearing and received final comments on the Draft IS/MND and Draft EA;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The above recitals are all true and correct.

**SECTION 2.** The City Council hereby adopts the Draft IS/MND, MMRP and Draft EA as final, based on the following findings: (1) the City has independently reviewed and analyzed the Draft IS/MND, MMRP and Draft EA and other information in the

record and has considered the information contained therein, prior to acting upon or approving the Project, and (2) the Draft IS/MND, MMRP and Draft EA that were prepared for the Project have been completed in compliance with CEQA and NEPA consistent with State and Federal guidelines, respectively, and (3) the Draft IS/MND, MMRP and Draft EA represent the independent judgment and analysis of the City as lead agency for the Project.

**SECTION 3.** Having independently reviewed, analyzed and adopted the IS/MND, MMRP and Draft EA, the City Council hereby approves design and construction of the Project. The City Council directs the City Clerk to file a Notice of Determination and be the custodian of documents and records proceeding on which its decision is based in accordance with Public Res. Code Sections 21152 and 21167(f), 14 CCR Section 15094; and any other applicable laws.

**SECTION 4.** The City Clerk is hereby authorized and directed to give notice as required by law by causing a copy of this Resolution to be published in the *Los Angeles WAVE*, a newspaper of general circulation within the City of South Gate; said publication to be completed not less than fifteen (15) days after the adoption of this Resolution.

**SECTION 5.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED and ADOPTED** this 27<sup>th</sup> day of August 2019.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Jorge Morales, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Raul F. Salinas, City Attorney

MITIGATION MONITORING AND REPORTING PROGRAM  
INITIAL STUDY & MITIGATED NEGATIVE DECLARATION  
URBAN ORCHARD DEMONSTRATION PROJECT • CITY OF SOUTH GATE

# MITIGATION MONITORING AND REPORTING PROGRAM

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## CITY OF SOUTH GATE URBAN ORCHARD DEMONSTRATION PROJECT



**LEAD AGENCY:**  
**CITY OF SOUTH GATE**  
**PUBLIC WORKS DEPARTMENT**  
**8650 CALIFORNIA AVENUE**  
**SOUTH GATE, CALIFORNIA 90280**

**REPORT PREPARED BY:**  
**BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING**  
**2211 SOUTH HACIENDA BOULEVARD, SUITE 107**  
**HACIENDA HEIGHTS, CALIFORNIA 91745**

**JUNE 26, 2019**

SGAT 026

MITIGATION MONITORING AND REPORTING PROGRAM  
INITIAL STUDY & MITIGATED NEGATIVE DECLARATION  
URBAN ORCHARD DEMONSTRATION PROJECT • CITY OF SOUTH GATE

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## 1. OVERVIEW OF THE PROJECT

The proposed project will involve the construction and subsequent operation of a 30-acre recreational park area that will extend along the east side of the Los Angeles River between Firestone Boulevard (on the north), the confluence where the Los Angeles River connects with the Rio Hondo Channel (on the south), the Los Angeles River (on the west) and Interstate 710 (on the east). The project area includes 23 acres which extend for approximately 1.1 miles along the east side of the Los Angeles River; and the Bandini Channel, which extends along the northern portion of the project site and along the east side of the Los Angeles River. The project area will be anchored by a 7-acre City-owned parcel, located to the north of the Thunderbird Villa Mobile Home Park.

The project will be constructed in phases. Phase 1, the 7-acre City-owned property, will feature a constructed wetland and a wide range of recreational amenities including a community/maintenance building, restrooms, an educational garden, an orchard that will contain fruit trees, a plaza area that will include picnic areas with canopies, native habitat planting, interpretive elements, a parking lot and potential to support native species. Other features will include a channel diversion structure and pumping system to take water from the Bandini Channel to the constructed treatment wetland and a subsurface storage reservoir; a water quality pre-treatment hydrodynamic separator; and, a stormwater harvesting system including additional filtration and a pump to provide irrigation for the orchard and buffer trees. A potable water well and water building will be located within the project area. The new water well and water building will be owned and operated by the City's Water Division. The phases within the 23 acres will feature landscaping and trails along the entire length of the park area. A confluence outlook will be provided at the southern end.

The on-site Union Pacific railroad track will be widened and a train station will be built on-site in the future to accommodate the proposed West Santa Ana Branch Line. The West Santa Ana Branch Line is a project by The Los Angeles County Metropolitan Transportation Authority (Metro) that involves the construction and operation of a light rail transit line that would connect downtown Los Angeles to southeast LA County. It is important to note that the widening of the railroad track and the construction of the train station for the West Santa Ana Branch Line are not a part of this environmental analysis.

## 2. FINDINGS OF THE ENVIRONMENTAL ASSESSMENT

The attached Initial Study prepared for the proposed project indicated that the proposed project will not result in significant environmental impacts upon implementation of the required mitigation measures. The following Mandatory Findings of Significance can be made as set forth in Section 15065 of the CEQA Guidelines, as amended, based on the results of this environmental assessment:

- The proposed project *will not* have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare or



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INITIAL STUDY & MITIGATED NEGATIVE DECLARATION  
URBAN ORCHARD DEMONSTRATION PROJECT • CITY OF SOUTH GATE

threatened species or eliminate important examples of the major periods of California history or prehistory.

- The proposed project *will not* have impacts that are individually limited, but cumulatively considerable.
- The proposed project *will not* have environmental effects which will cause substantially adverse effects on human beings, either directly or indirectly.

### **3. FINDINGS RELATED TO MITIGATION MONITORING**

Section 21081(a) of the Public Resources Code states that findings must be adopted by the decision-makers coincidental to the approval of a Mitigated Negative Declaration. These findings shall be incorporated as part of the decision-maker's findings of fact, in response to AB-3180. In accordance with the requirements of Section 21081(a) and 21081.6 of the Public Resources Code, the following additional findings may be made:

- A mitigation monitoring and reporting program will be required;
- Site plans and/or building plans, submitted for approval by the responsible monitoring agency, shall include the required standard conditions; and,
- An accountable enforcement agency or monitoring agency shall be identified for the mitigations adopted as part of the decision-maker's final determination.

### **4. MITIGATION MEASURES**

In order to ensure that all construction staging occurs on-site and that the proposed project does not cause off-site particulate emissions, the following mitigation is required:

*Mitigation Measure No. 1 (Air Quality).* The project contractors must submit a construction and staging plan to the City for approval before commencing any construction activity. The construction and staging plan must establish an on-site construction equipment staging area and construction worker parking lot, located on either paved surfaces or unpaved surfaces subjected to soil stabilization treatments.

*Mitigation Measure No. 2 (Air Quality).* Contractors must use off-road diesel-powered construction equipment that meets or exceeds the CARB and USEPA Tier 4 off-road emissions standards for equipment rated at 50 horsepower or greater during project construction. Such equipment will be outlined with Best Available Control Technology (BACT) devices including a CARB certified Level 3 Diesel Particulate Filters (DPF). Level 3 DPFs are capable of achieving at least 85 percent reduction in particulate matter emissions.

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In order to reduce any potential impact to avian species, the following mitigation measure is required:

*Mitigation Measure No. 3 (Biological Resources).* If clearing and/or construction activities will occur during the raptor or migratory bird nesting season (February 15–August 15), the project contractor shall retain a qualified biologist to conduct preconstruction surveys for nesting birds up to 14 days before construction activities. The qualified biologist shall survey the construction zone and a 500-foot buffer surrounding the construction zone to determine whether the activities taking place have the potential to disturb or otherwise harm nesting birds. Surveys shall be repeated if project activities are suspended or delayed for more than 15 days during nesting season. If active nest(s) are identified during the preconstruction survey, a qualified biologist shall establish a 100-foot no-activity setback for migratory bird nests and a 250-foot setback for raptor nests. No ground disturbance should occur within the no-activity setback until the nest is deemed inactive by the qualified biologist.

The analysis determined that the following mitigation would be required:

*Mitigation Measure No. 4 (Energy).* The project contractor must install ENERGY STAR rated light emitting diodes (LEDs) for outdoor and parking lot lighting.

In the event that intact paleontological resources are located within the project site, ground-disturbing activities such as grading and excavation have the potential for destroying a unique paleontological resource or site. Therefore, the following mitigation is required:

*Mitigation Measure No. 5 (Geology & Soils).* Prior to commencement of any grading activity on site, the contractor shall retain a qualified paleontologist, subject to the review and approval of the City's Engineer, or designee. The qualified paleontologist shall be on-site during grading and other significant ground disturbance activities that impact Pleistocene alluvial deposits, which could occur at depths below six feet. The monitoring shall apply to the areas of the site where excavation shall extend at depths of six feet or more.

Due to the on-site soil contamination, the following mitigation measure is required:

*Mitigation Measure No. 6 (Hazards & Hazardous Materials).* The Applicant (City of South Gate) will be required to prepare a soil management plan (SMP), as recommended by Tetra Tech, Inc. The project contractors will then be required to adhere to the recommendations listed within the SMP. The project contractors must also adhere to the recommendations listed within the *Infiltration Study for Proposed Water Quality Improvements, Urban Orchard Project* prepared by Albus-Keefe & Associates, Inc.

The analysis of potential impacts related to noise indicated that the mobile home park use located adjacent to the project site to the east, the residential uses located 600 feet west of the project site just west of the Los Angeles River and the residential uses located approximately one-quarter mile east of the southern portion of the project site could potentially be impacted by construction noise and vibration. To

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INITIAL STUDY & MITIGATED NEGATIVE DECLARATION  
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ensure that the residential uses are shielded from construction noise and vibration, the following mitigation measures are required:

*Mitigation Measure No. 7 (Noise).* The project contractors must notify residents in the area regarding construction times and local contact information. This notice must be placed along the east side of the project site and shall include the name and phone number of the local contact person residents may call to complain about noise. Upon receipt of a complaint, the contractor must respond immediately by reducing noise to meet Municipal Code requirements. In addition, all complaints and subsequent communication between the affected residents and contractors must be forwarded to the City's Public Works Department.

*Mitigation Measure No. 8 (Noise).* The project contractors shall use construction equipment that includes working mufflers and other sound suppression equipment as a means to reduce machinery noise.

*Mitigation Measure No. 9 (Noise).* The project contractor will be responsible for making any repairs or replacements to facilities or structures damaged due to the use of heavy construction equipment.

Although parts of the project site have been subject to disturbance to accommodate the existing structures, the project site is situated in an area of high archaeological significance. As a result, the following mitigation is required:

*Mitigation Measure No. 10 (Tribal Cultural Resources).* The project contractor will be required to obtain the services of a qualified Native American Monitor(s) during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, pot-holing or auguring, boring, grading, excavation, and trenching, within the project area. The monitor(s) must be approved by the tribal representatives and will be present on-site during the construction phases that involve any ground-disturbing activities.

## **5. MITIGATION MONITORING**

The monitoring and reporting on the implementation of these measures, including the period for implementation, monitoring agency, and the monitoring action, are identified in Table 1.

MITIGATION MONITORING AND REPORTING PROGRAM  
 INITIAL STUDY & MITIGATED NEGATIVE DECLARATION  
 URBAN ORCHARD DEMONSTRATION PROJECT • CITY OF SOUTH GATE

**TABLE 1  
 MITIGATION-MONITORING PROGRAM**

Measure	Enforcement Agency	Monitoring Phase	Verification
<p><b>Mitigation Measure No. 1 (Air Quality).</b> The project contractors must submit a construction and staging plan to the City for approval before commencing any construction activity. The construction and staging plan must establish an on-site construction equipment staging area and construction worker parking lot, located on either paved surfaces or unpaved surfaces subjected to soil stabilization treatments.</p>	<p>Public Works Director and the Chief Building Official</p> <p style="text-align: center;">•</p> <p><i>(The City is responsible for implementation)</i></p>	<p><i>Prior to the start of any construction-related activities.</i></p> <p style="text-align: center;">•</p> <p>Mitigation ends when construction and staging plan is approved.</p>	<p>Date:</p> <p>Name &amp; Title:</p>
<p><b>Mitigation Measure No. 2 (Air Quality).</b> Contractors must use off-road diesel-powered construction equipment that meets or exceeds the CARB and USEPA Tier 4 off-road emissions standards for equipment rated at 50 horsepower or greater during project construction. Such equipment will be outlined with Best Available Control Technology (BACT) devices including a CARB certified Level 3 Diesel Particulate Filters (DPF). Level 3 DPFs are capable of achieving at least 85 percent reduction in particulate matter emissions.</p>	<p>Public Works Director</p> <p style="text-align: center;">•</p> <p><i>(The City is responsible for implementation)</i></p>	<p><i>During construction.</i></p> <p style="text-align: center;">•</p> <p>Mitigation ends when construction is completed.</p>	<p>Date:</p> <p>Name &amp; Title:</p>
<p><b>Mitigation Measure No. 3 (Biological Resources).</b> If clearing and/or construction activities will occur during the raptor or migratory bird nesting season (February 15–August 15), the project contractor shall retain a qualified biologist to conduct preconstruction surveys for nesting birds up to 14 days before construction activities. The qualified biologist shall survey the construction zone and a 500-foot buffer surrounding the construction zone to determine whether the activities taking place have the potential to disturb or otherwise harm nesting birds. Surveys shall be repeated if project activities are suspended or delayed for more than 15 days during nesting season. If active nest(s) are identified during the preconstruction survey, a qualified biologist shall establish a 100-foot no-activity setback for migratory bird nests and a 250-foot setback for raptor nests. No ground disturbance should occur within the no-activity setback until the nest is deemed inactive by the qualified biologist.</p>	<p>Public Works Director</p> <p style="text-align: center;">•</p> <p><i>(The City is responsible for implementation)</i></p>	<p><i>Prior to the start of any construction-related activities.</i></p> <p style="text-align: center;">•</p> <p>Mitigation ends when the project site is cleared by the appointed biologist and construction is completed.</p>	<p>Date:</p> <p>Name &amp; Title:</p>
<p><b>Mitigation Measure No. 4 (Energy).</b> The project contractor must install ENERGY STAR rated light emitting diodes (LEDs) for outdoor and parking lot lighting.</p>	<p>Public Works Director and the Chief Building Official</p> <p style="text-align: center;">•</p> <p><i>(The City is responsible for implementation)</i></p>	<p><i>During construction.</i></p> <p style="text-align: center;">•</p> <p>Mitigation ends when construction is completed.</p>	<p>Date:</p> <p>Name &amp; Title:</p>

MITIGATION MONITORING AND REPORTING PROGRAM  
 INITIAL STUDY & MITIGATED NEGATIVE DECLARATION  
 URBAN ORCHARD DEMONSTRATION PROJECT • CITY OF SOUTH GATE

<p><b>Mitigation Measure No. 5 (Geology &amp; Soils).</b> Prior to commencement of any grading activity on site, the contractor shall retain a qualified paleontologist, subject to the review and approval of the City's Engineer, or designee. The qualified paleontologist shall be on-site during grading and other significant ground disturbance activities that impact Pleistocene alluvial deposits, which could occur at depths below six feet. The monitoring shall apply to the areas of the site where excavation shall extend at depths of six feet or more.</p>	<p>Public Works Director, City Engineer and the Chief Building Official        •        (The City is responsible for implementation)</p>	<p><i>Prior to the start of any construction-related activities.</i>        •        Mitigation ends when ground disturbance is completed or otherwise noted by the appointed paleontologist.</p>	<p>Date:  Name &amp; Title:</p>
<p><b>Mitigation Measure No. 6 (Hazards &amp; Hazardous Materials).</b> The Applicant (City of South Gate) will be required to prepare a soil management plan (SMP), as recommended by Tetra Tech, Inc. The project contractors will then be required to adhere to the recommendations listed within the SMP. The project contractors must also adhere to the recommendations listed within the <i>Infiltration Study for Proposed Water Quality Improvements, Urban Orchard Project</i> prepared by Albus-Keefe &amp; Associates, Inc.</p>	<p>Public Works Director, City Engineer        •        (The City is responsible for implementation)</p>	<p><i>Prior to the start of any construction-related activities.</i>        •        Mitigation ends when soil remediation is complete and well is installed.</p>	<p>Date:  Name &amp; Title:</p>
<p><b>Mitigation Measure No. 7 (Noise).</b> The project contractors must notify residents in the area regarding construction times and local contact information. This notice must be placed along the east side of the project site and shall include the name and phone number of the local contact person residents may call to complain about noise. Upon receipt of a complaint, the contractor must respond immediately by reducing noise to meet Municipal Code requirements. In addition, all complaints and subsequent communication between the affected residents and contractors must be forwarded to the City's Public Works Department.</p>	<p>Public Works Director and Code Enforcement        •        (The City is responsible for implementation)</p>	<p><i>Prior to the start of any construction-related activities.</i>        •        Mitigation ends when construction is completed.</p>	<p>Date:  Name &amp; Title:</p>
<p><b>Mitigation Measure No. 8 (Noise).</b> The project contractors shall use construction equipment that includes working mufflers and other sound suppression equipment as a means to reduce machinery noise.</p>	<p>Public Works Director        •        (The City is responsible for implementation)</p>	<p><i>During construction.</i>        •        Mitigation ends when construction is completed.</p>	<p>Date:  Name &amp; Title:</p>
<p><b>Mitigation Measure No. 9 (Noise).</b> The project contractor will be responsible for making any repairs or replacements to facilities or structures damaged due to the use of heavy construction equipment.</p>	<p>Public Works Director and the Chief Building Official        •        (The City is responsible for implementation)</p>	<p><i>During construction.</i>        •        Mitigation ends when the required repairs or replacements are completed.</p>	<p>Date:  Name &amp; Title:</p>

MITIGATION MONITORING AND REPORTING PROGRAM  
 INITIAL STUDY & MITIGATED NEGATIVE DECLARATION  
 URBAN ORCHARD DEMONSTRATION PROJECT • CITY OF SOUTH GATE

<p><b>Mitigation Measure No. 10 (Tribal Cultural Resources).</b> The project contractor will be required to obtain the services of a qualified Native American Monitor(s) during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, pot-holing or auguring, boring, grading, excavation, and trenching, within the project area. The monitor(s) must be approved by the tribal representatives and will be present on-site during the construction phases that involve any ground-disturbing activities.</p>	<p style="text-align: center;">Public Works          Director          •  <i>(The City is responsible for implementation)</i></p>	<p><i>Prior to the start of any construction-related activities.</i></p> <p style="text-align: center;">•</p> <p>Mitigation ends when ground disturbance is completed or otherwise noted by the appointed Native American Monitor(s).</p>	<p>Date:</p> <p>Name &amp; Title:</p>
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JUL 03 2019

LOS ANGELES, COUNTY CLERK

CITY OF SOUTH GATE  
PUBLIC WORKS DEPARTMENT

NOTICE OF PUBLIC HEARING  
AND  
NOTICE OF INTENT  
TO ADOPT A MITIGATED NEGATIVE DECLARATION  
AND AN ENVIRONMENTAL ASSESSMENT

**PROJECT TITLE:** Urban Orchard Demonstration Project; Initial Study/Mitigated Negative Declaration (IS/MND) and Environmental Assessment (EA)

**PROJECT APPLICANT:** City of South Gate

**PROJECT DESCRIPTION:** The applicant is proposing to develop a 30-acre passive, recreational park to treat storm water run-off. This project will be constructed in phases. Phase 1 includes 7-acre City-owned parcel that will feature a constructed wetland, a subsurface storm water storage reservoir, a water quality pre-treatment hydrodynamic separator, and a storm water harvesting system, orchard with fruit trees, an educational garden, a community maintenance building, a plaza area with picnic areas, restrooms, native habitat planting, a natural play area and, a parking lot. Additionally, Phase 1 will include the construction of a potable water well owned and operated by the City's Water Division. Phase 2 and 3 will include 23-acre of passive recreation, trails and landscape.

**PROJECT LOCATION:** The 30-acres project site will extend along the east side of the Los Angeles River between Firestone Boulevard (on the north), the Los Angeles River and Rio Hondo confluence (on the south), and Interstate 710 (on the east), in the City of South Gate, Los Angeles County, California.

**PUBLIC HEARING:** The City Council will consider the proposed project and environmental document at a public hearing tentatively scheduled for:

**DATE:** Tuesday, August 27, 2019  
**TIME:** 6:30 p.m.  
**LOCATION:** Council Chambers  
South Gate City Hall  
8650 California Avenue  
South Gate, CA 90280

A DRAFT IS/MND and EA has been prepared for this proposed project and is available for a public review period, during which the City of South Gate Public Works Department will receive comments, beginning at 7 a.m. on July 4, 2019 and ending at 5:30 p.m. on August 3, 2019. During the public review period a copy of the Draft IS/MND and EA as well as all supporting documents can be obtained from the City's Website at: <http://www.cityofsouthgate.org/785-Urban-Orchard-Project> or:

City of South Gate, City Hall  
Public Works Department  
8650 California Avenue  
South Gate, CA 90280  
Phone: (323) 563-9500

Leland R. Weaver Public Library  
4035 Tweedy Boulevard  
South Gate, CA 90280  
Phone: (323) 567-8853

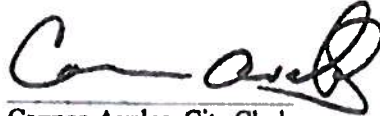
The Draft IS/MND and EA concludes that no significant adverse immitigable environmental effects would occur as a result of the proposed project. Potentially significant impacts related to Air Quality, Biological Resources, Energy, Geology and Soils, Hazardous & Hazardous Materials, Noise and Tribal Cultural Resources would be mitigated to a less than significant level. The project site is not present on any list of hazardous waste facilities sites pursuant to Government Code, Section 65962.5 (f).

If you wish to challenge the action taken on this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearings described in this notice, or written correspondence delivered to the City of South Gate at, or prior to, the public hearings.

For further information regarding this project, you may contact the City of South Gate, Public Works Department, 8650 California Avenue, South Gate, California 90280; Attn: Gladis Deras, Project Manager: Telephone: (323) 563-9576, Email: [gderas@sogate.org](mailto:gderas@sogate.org).

NOTICE IS HEREBY GIVEN that any and all persons interested in the matter herein above set forth are privileged to attend said hearing and then there testify or present evidence upon any matter relating thereto.

NOTICE IS HEREBY GIVEN by order of the City Clerk of said City and is dated July 4, 2019.



Carmen Avalos, City Clerk

Publication date: Thursday, July 4, 2019

Account Number: 311-790-61-9214

Posted: South Gate City Hall

Posted: July 4, 2019

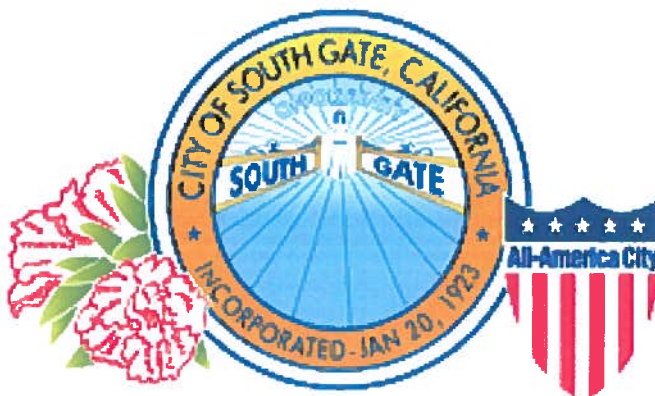


**COMMENTS & RESPONSES TO COMMENTS**  
**FOR THE**  
**INITIAL STUDY &**  
**MITIGATED NEGATIVE DECLARATION**

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**CITY OF SOUTH GATE**  
**URBAN ORCHARD**  
**DEMONSTRATION PROJECT**



**LEAD AGENCY:**

**CITY OF SOUTH GATE**  
**PUBLIC WORKS DEPARTMENT**  
**8650 CALIFORNIA AVENUE**  
**SOUTH GATE, CALIFORNIA 90280**

**REPORT PREPARED BY:**

**BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING**  
**2211 SOUTH HACIENDA BOULEVARD, SUITE 107**  
**HACIENDA HEIGHTS, CALIFORNIA 91745**

**AUGUST 20, 2019**

SGAT 026

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## **1. COMMENTS AND RESPONSES TO COMMENTS**

The City circulated the Initial Study and Mitigated Negative Declaration for a 30-day review period. Comment letters to date were received from the following agencies and entities at the conclusion of the review period:

Letter Dated August 2, 2019  
Shine Ling, AICP  
Manager, Transit Oriented Communities  
Los Angeles County Metropolitan Transportation Authority  
City of Los Angeles  
One Gateway Plaza, Los Angeles, CA 90012-2952

Letter Dated August 9, 2019  
Melissa Von Mayrhauser, Los Angeles Waterkeeper  
120 Broadway, Santa Monica, CA 90401

Letter Dated August 8, 2019  
Miya Edmonson  
IGR/CEQA Branch Chief  
Department of Transportation, District 7 Office of Regional Planning  
100 S. Main Street, Suite 100  
Los Angeles, CA 90012

Letter Dated August 13, 2019  
Daryl L. Osby, Fire Chief Forester & Fire Warden  
County of Los Angeles Fire Department  
1320 North Eastern Avenue  
Los Angeles, California 90063-3294

**Response to Comment Letter Dated August 2, 2019**

**Shine Ling, AICP**

**Manager, Transit Oriented Communities**

**Los Angeles County Metropolitan Transportation Authority**

**One Gateway Plaza, Los Angeles, California 90012-2952**

**Comment 1.**

Thank you for coordinating with the Los Angeles County Metropolitan Transportation Authority (Metro) regarding the proposed Urban Orchard Demonstration Project (Project) located in the City of South Gate (City). Metro is committed to working with local municipalities, developers, and other stakeholders across Los Angeles County on transit-supportive developments to grow ridership, reduce driving, and promote walkable neighborhoods. Transit Oriented Communities (TOCs) are places (such as corridors or neighborhoods) that, by their design, allow people to drive less and access transit more. TOCs maximize equitable access to a multi modal transit network as a key organizing principle of land use planning and holistic community development.

The purpose of this letter is to outline recommendations from Metro concerning issues that are germane to our agency's statutory responsibility in relation to the planned West Santa Branch Transit Corridor Project, which may be affected by the proposed Project. In addition to the specific comments outlined below, Metro would like to provide the City with the Metro Adjacent Development Handbook (attached) which provides an overview of common concerns for development adjacent to Metro-owned right-of-way (ROW). The document and additional resources are available at [www.metro.net/projects/devreview/](http://www.metro.net/projects/devreview/).

The Project is adjacent to the planned West Santa Ana Branch (WSAB) Transit Corridor Project and includes the development of a 30-acre passive recreation park and stormwater harvesting and treatment facilities. The Project will be constructed in three phases. Phase 1 will include the development of seven acres for park and stormwater harvesting/treatment uses. Phases 2 and 3 will develop the remaining 23 acres for park uses.

**Response 1.**

This comment is noted for the record.

**Comment 2.**

*Metro West Santa Ana Branch Transit Corridor Project Adjacency.* Metro is preparing an Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for a new transit line connecting southeast Los Angeles County to downtown Los Angeles via the abandoned Pacific Electric Right-Of-Way/West Santa Ana Branch Corridor (PEROW/WSAB) and a combination of freight ROW owned by the Ports of Los Angeles and Long Beach, and Union Pacific Railroad. As such, Metro strongly recommends that further Project design and construction plans be closely coordinated with Meghna Khanna, Senior Director at [khannam@metro.net](mailto:khannam@metro.net). Please visit the project website at

[www.metro.net/wsab](http://www.metro.net/wsab) for more information. Additionally, as directed by the Metro Board of Directors at its December 2018 meeting, Metro will be conducting the Rio Hondo Confluence Station Feasibility Study to assess the viability of a WSAB station at the confluence site of the Los Angeles River and the Rio Hondo Channel. Metro also recommends close coordination with the Rio Hondo Feasibility Study team. Please contact Ivan Gonzalez, Manager, to set up a meeting at [gonzaleziv@metro.net](mailto:gonzaleziv@metro.net)

**Response 2.**

The comment is noted for the record.

**Comment 3.**

*Transit Orientation.* Considering the Project's proximity to the WSAB and the study location of the Rio Hondo Station, Metro would like to identify the potential synergies associated with transit-oriented development:

1. **Walkability:** Metro strongly encourages the installation of wide sidewalks, pedestrian lighting, a continuous canopy of shade trees, enhanced crosswalks with ADA-compliant curb ramps, and other amenities along all public street frontages leading to the Project site to improve pedestrian safety and comfort. The City should consider requiring the installation of such amenities as part of the Project.
2. **Access:** The Project should address first-last mile connections to transit, encouraging development that is transit accessible with bicycle and pedestrian-oriented street design connecting transportation with housing and employment centers. For reference, please view the First Last Mile Strategic Plan, authored by Metro and the Southern California Association of Governments (SCAG) available on-line at:
3. **Active Transportation:** Metro encourages the City to promote bicycle use through adequate short-term bicycle, such as ground level bicycle racks, as well as secure, access-controlled, enclosed long term bicycle parking for residents, employees and guests. Bicycle parking facilities should be designed with best practices in mind, including highly visible siting, effective surveillance, easy to locate and equipment installed with preferred spacing dimensions, so they can be safely and conveniently accessed. Additionally, the City should help facilitate safe and convenient connections for pedestrians, people riding bicycles, and transit users to/from the Project site and nearby destinations. The City is also encouraged to support these conditions with wayfinding signage inclusive of all modes of transportation.

**Response 3.**

The comment is noted for the record. The City will continue to work with the MTA in the planning and design phases of the West Santa Ana Branch (WSAB) transit corridor.



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-7951

213.922.7000 Tel  
metro.net

August 2, 2019

Gladis Deras  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280  
Sent by Email: [gderas@sogate.org](mailto:gderas@sogate.org)

RE: Urban Orchard Demonstration Project – Mitigated Negative Declaration  
(MND)/Environmental Assessment (EA)

Dear Ms. Deras:

Thank you for coordinating with the Los Angeles County Metropolitan Transportation Authority (Metro) regarding the proposed Urban Orchard Demonstration Project (Project) located in the City of South Gate (City). Metro is committed to working with local municipalities, developers, and other stakeholders across Los Angeles County on transit-supportive developments to grow ridership, reduce driving, and promote walkable neighborhoods. Transit Oriented Communities (TOCs) are places (such as corridors or neighborhoods) that, by their design, allow people to drive less and access transit more. TOCs maximize equitable access to a multi-modal transit network as a key organizing principle of land use planning and holistic community development.

The purpose of this letter is to outline recommendations from Metro concerning issues that are germane to our agency's statutory responsibility in relation to the planned West Santa Ana Branch Transit Corridor Project, which may be affected by the proposed Project. In addition to the specific comments outlined below, Metro would like to provide the City with the Metro Adjacent Development Handbook (attached), which provides an overview of common concerns for development adjacent to Metro-owned right-of-way (ROW). The document and additional resources are available at [www.metro.net/projects/devreview/](http://www.metro.net/projects/devreview/).

**Project Description**

The Project is adjacent to the planned West Santa Ana Branch (WSAB) Transit Corridor Project and includes the development of a 30-acre passive recreation park and stormwater

Page 1 of 3

Urban Orchard Demonstration Project  
MND/EA – Metro Comments  
August 2, 2019

harvesting and treatment facilities. The Project will be constructed in three phases. Phase 1 will include the development of seven acres for park and stormwater harvesting/treatment uses. Phases 2 and 3 will develop the remaining 23 acres for park uses.

#### Comments

##### *Metro West Santa Ana Branch Transit Corridor Project Adjacency*

Metro is preparing an Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for a new transit line connecting southeast Los Angeles County to downtown Los Angeles via the abandoned Pacific Electric Right-of-Way/West Santa Ana Branch Corridor (PEROW/WSAB) and a combination of freight ROW owned by the Ports of Los Angeles and Long Beach, and Union Pacific Railroad. As such, Metro strongly recommends that further Project design and construction plans be closely coordinated with Meghna Khanna, Senior Director, at [khannam@metro.net](mailto:khannam@metro.net). Please visit the project website at [www.metro.net/wsab](http://www.metro.net/wsab) for more information.

Additionally, as directed by the Metro Board of Directors at its December 2018 meeting, Metro will be conducting the Rio Hondo Confluence Station Feasibility Study to assess the viability of a WSAB station at the confluence site of the Los Angeles River and the Rio Hondo Channel. Metro also recommends close coordination with the Rio Hondo Feasibility Study team. Please contact Ivan Gonzalez, Manager, to set up a meeting at [gonzaleziv@metro.net](mailto:gonzaleziv@metro.net).

#### Transit Orientation

Considering the Project's proximity to the WSAB and the study location of the Rio Hondo Confluence Station, Metro would like to identify the potential synergies associated with transit-oriented development:

1. **Walkability:** Metro strongly encourages the installation of wide sidewalks, pedestrian lighting, a continuous canopy of shade trees, enhanced crosswalks with ADA-compliant curb ramps, and other amenities along all public street frontages leading to the Project site to improve pedestrian safety and comfort. The City should consider requiring the installation of such amenities as part of the Project.
2. **Access:** The Project should address first-last mile connections to transit, encouraging development that is transit accessible with bicycle and pedestrian-oriented street design connecting transportation with housing and employment centers. For reference, please view the First Last Mile Strategic Plan, authored by Metro and the Southern California Association of Governments (SCAG), available on-line at: [http://media.metro.net/docs/sustainability\\_path\\_design\\_guidelines.pdf](http://media.metro.net/docs/sustainability_path_design_guidelines.pdf).

Urban Orchard Demonstration Project  
MND/EA – Metro Comments  
August 2, 2019

3. **Active Transportation:** Metro encourages the City to promote bicycle use through adequate short-term bicycle parking, such as ground level bicycle racks, as well as secure, access-controlled, enclosed long-term bicycle parking for residents, employees and guests. Bicycle parking facilities should be designed with best practices in mind, including highly visible siting, effective surveillance, easy to locate, and equipment installed with preferred spacing dimensions, so they can be safely and conveniently accessed. Additionally, the City should help facilitate safe and convenient connections for pedestrians, people riding bicycles, and transit users to/from the Project site and nearby destinations. The City is also encouraged to support these connections with wayfinding signage inclusive of all modes of transportation.

If you have any questions regarding this response, please contact me by phone at 213-922-2671, by email at [LingS@metro.net](mailto:LingS@metro.net), or by mail at the following address:

Metro Development Review  
One Gateway Plaza MS 99-22-1  
Los Angeles, CA 90012-2952

Sincerely,



Shine Ling, AICP  
Manager, Transit Oriented Communities

Attachments and links:

- Adjacent Development Handbook: <https://www.metro.net/projects/devreview/>



**Response to Comment Letter Dated August 9, 2019**  
**Melissa Von Mayrhauser, Los Angeles Waterkeeper**  
**120 Broadway, Santa Monica, California 90401**

**Comment 1.**

Los Angeles Waterkeeper (LAW) submits the following comments on the Initial Study, Mitigated Negative Declaration, Environmental Assessment, and overall design of the Urban Orchard Demonstration Project in the City of South Gate. LAW supports many aspects of the Urban Orchard project as an important community resource, but particularly given that it sets a precedent for other LA River-related natural spaces, we also request additional clarifications.

**Response 1.**

The comment has been noted for the record.

**Comment 2.**

LAW, a nonprofit environmental organization with over 3,000 members, safeguards LA's inland and coastal waters by enforcing laws and empowering communities throughout Los Angeles County. In the twenty-five years since its founding, LAW has protected L.A. waterways from thousands of Clean Water Act violations, worked to ensure access to safe drinking water, encouraged stormwater and wastewater recycling, and generated millions of investment dollars for remediation of our region's most threatened waterways. Since much of LAW's work centers around rehabilitating the Los Angeles River and its watershed, we have a great interest in the Urban Orchard Demonstration Project.

**Response 2.**

The comment has been noted for the record.

**Comment 3.**

The Urban Orchard Demonstration Project will be one of the first major recreational parks situated along the Lower L.A. River resulting from the Lower LA River planning process. Its emphasis on community engagement, open space recreational areas, and incorporation of native plants should serve as an example for future proposed parks along the river. We especially appreciate the inclusion of a community center, educational garden, and walking loop—these features provide great opportunities for local residents and park visitors to strengthen connections with both their community and the natural world and demonstrate the benefits of environmental stewardship.

**Response 3.**

The comment has been noted for the record.

**Comment 4.**

We do ask for several clarifications, as LAW would like to see a project that maximizes the ecological potential of the Bandini Channel, connects people with the LA River, improves water quality, addresses soil contamination, and makes the region more climate resilient. We are unsure that the Urban Orchard project as it stands will accomplish these goals to the greatest extent that it could.

First, we are concerned the City of South Gate has missed a great opportunity to daylight the Bandini Channel and provide access to an ecologically-revived stream. This effort would provide community members with a native stream habitat, set a precedent for other channel daylighting projects, and benefit the LA River and communities with improved water quality and a revived riparian corridor. Why did plans not move forward to deconcretize/daylight the Bandini Channel?

We are also concerned that more information is needed regarding the Bandini Channel's flow regime in relation to the wetlands. For instance, if the wetlands' water source is dependent on the Bandini Channel, will it provide sufficient water supply to the wetlands during drought?

Failure to ensure a sufficient backup water supply could worsen the water quality of the Los Angeles River and Bandini Channel if the wetlands' water quality suffers. Also, how will the pumping of water from the channel affect current channel vegetation? Why were wetlands chosen for this location in particular from a hydrogeological perspective? How much energy will it take to pump water from the channel to the wetlands?

**Response 4.**

A feasibility assessment was conducted at the outset of design to evaluate opportunities to remove the concrete from the Bandini Channel. Watershed hydrology and hydraulic modeling was done to determine potential modifications to the channel in order to remove the concrete. It was determined that the existing channel requires additional channel capacity and modifications would require significant channel widening or alternatives to reduce the flows in the Bandini channel. As a result, due to site limitations and funding constraints, it was determined that the channel capacity enhancements would require further analysis with a flood drainage study for the Bandini Channel system with the Los Angeles County Flood Control District to address this regional drainage issue. Therefore, in order to proceed with the project, a channel diversion would be constructed in the channel and a pump station will convey the flows to a subsurface storage reservoir and natural treatment wetlands. This system will allow the City to clean and efficiently use stormwater from the Bandini Channel, and create viable, native habitat for the region through the creation of a constructed wetland.

The Bandini Channel is a reinforced concrete channel with no vegetation, as a result, pumping will have no impact.

**Comment 5.**

LAW requests clarification on the effect of stormwater runoff from the project's orchard and garden elements. South Gate should ensure eco-friendly gardening practices—especially concerning the use of fertilizers. We appreciate the MND's requirement of a Water Quality Management Plan and Stormwater Pollution Prevention Plan, but LAW asks the City of Southgate to develop a long-term plan that manages runoff from the garden and orchard into the Los Angeles River. For instance, we are wondering:

- Will South Gate ever reintroduce the wetlands' water back into the Los Angeles River?
- How will storm surges and flooding be handled as part of the project design?
- Is there a long-term plan to manage runoff from the site?

**Response 5.**

The wetland design includes a 60-mil double-sided textured HDPE geomembrane to store water from Bandini Channel in the wetlands. The liner also prevents any water from leaching into the surrounding soil. This approach was determined due to the inability to infiltrate water at the site because of its previous use. Additionally, the constructed wetland was chosen as it would create multiple benefits: reuse of stormwater which is otherwise considered nuisance water, stormwater education opportunities, environmental cooling for the surrounding park, improve water quality, habitat creation, opportunities to introduce native fish to the site, job training opportunities for members who will support maintenance at the site, and last but certainly most importantly, because when the community was presented with the concept of the constructed wetland, they overwhelmingly supported it as an option to implement investment in their community that currently doesn't exist.

The system is designed to allow the wetland ponds to overflow the treated and naturally filtrated stormwater to the Bandini Channel and then out to the LA River. The overflow rate is automatically controlled by the pump station during storm events. As a result, the filtered stormwater will dilute and improve the water quality from the Bandini Channel downstream to the Los Angeles River.

The project contractors would also be required to prepare a Water Quality Management Plan (WQMP) utilizing Best Management Practices (BMPs) to control or reduce the discharge of pollutants to the maximum extent practicable. The WQMP will also identify post-construction BMPs that will be the responsibility of the City to implement over the life of the project. As part of the permitting process, the paving contractors will be required to adhere to all pertinent Clean Water Act regulation.

Prior to issuance of any grading permit for the project that would result in soil disturbance of one or more acres of land, the contractors will be required to demonstrate that coverage has been obtained under California's General Permit for Storm Water Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board, and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing shall be provided to the Chief Building Official and the City Engineer. In addition, the contractors will be required to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP will be submitted to the Chief Building Official and

City Engineer prior to the issuance of a grading permit. Aside from the recreational features the proposed project will provide, other features will include a channel diversion structure and pumping system to take water from the Bandini Channel to the constructed treatment wetland and a subsurface storage reservoir; a water quality pre-treatment hydrodynamic separator; and, a stormwater harvesting system including additional filtration and a pump to provide irrigation for the orchard and buffer trees. These new hydrological features will greatly improve water quality by cleaning, treating and re-using stormwater.

**Comment 6.**

Urban Orchard's prior use as an industrial site and landfill also creates the potential for soil contamination into surrounding waterways via runoff. It also potentially places park visitors at risk if the site is not decontaminated properly. The proposed water well requires excavation beyond 1,350 feet. Has the plan eliminated the possibility that contaminated groundwater will seep into the water supply? Will soil contamination be fully addressed before the park is opened to the public? As we stated above, the Urban Orchard project has the potential to provide a great opportunity to connect people with the river. LAW appreciates the confluence outlook at the park's southern end. However, we feel this project misses an opportunity to truly integrate with the Los Angeles River. While the Urban Orchard lies adjacent to the river, it does not attempt to engage the public with the L.A. River in terms of access. LAW recommends the addition of a pathway down to the river. Although the Phase I parcel does not immediately border the L.A. River (unlike Phase II and III) we ask that this MND reference the need for a pathway to the river and proceed with this pathway in mind.

**Response 6.**

The plan has no impact on groundwater as there is no infiltration on site.

The Initial Study described the potential soil contamination found in certain areas of the proposed park. For that reason, the Initial Study included the following mitigation measures (Mitigation Measure No. 6):

- The Applicant (City of South Gate) will be required to prepare a soil management plan (SMP), as recommended by Tetra Tech, Inc. The project contractors will then be required to adhere to the recommendations listed within the SMP. The project contractors must also adhere to the recommendations listed within the *Infiltration Study for Proposed Water Quality Improvements, Urban Orchard Project* prepared by Albus-Keefe & Associates, Inc.

For safety reasons, direct public access from the new park to the LA River Channel is not provided as part of the project.

**Comment 7.**

In finalizing its design plans for Urban Orchard, we urge South Gate to consider the cumulative impact of this project regarding the need to increase river community resiliency in regards to flooding impacts, and we ask that the team does not forget about the LA River itself in the planning

process. The Urban Orchard presents an important opportunity to set an example for projects going forward. Los Angeles Waterkeeper encourages the City of South Gate Public Works Department to provide clarification and consider the above comments, especially as it works on the next phases of the project and further refines the project design.

**Response 7.**

This comment is noted for the record. The City will continue to work with the Los Angeles Waterkeeper in subsequent phases of planning and design.

August 9, 2019

City of South Gate, Public Works Department,  
ATTN: Gladis Deras, Project Manager  
8650 California Avenue  
South Gate, California 90280

Sent via email to [gderas@sogate.org](mailto:gderas@sogate.org)

RE: Comments on the Draft Initial Study, Mitigated Negative Declaration, and Environmental Assessment of the Urban Orchard Demonstration Project

Ms. Deras,

Los Angeles Waterkeeper (LAW) submits the following comments on the Initial Study, Mitigated Negative Declaration, Environmental Assessment, and overall design of the Urban Orchard Demonstration Project in the City of South Gate. LAW supports many aspects of the Urban Orchard project as an important community resource, but particularly given that it sets a precedent for other LA River-related natural spaces, we also request additional clarifications.

LAW, a nonprofit environmental organization with over 3,000 members, safeguards LA's inland and coastal waters by enforcing laws and empowering communities throughout Los Angeles County. In the twenty-five years since its founding, LAW has protected L.A. waterways from thousands of Clean Water Act violations, worked to ensure access to safe drinking water, encouraged stormwater and wastewater recycling, and generated millions of investment dollars for remediation of our region's most threatened waterways. Since much of LAW's work centers around rehabilitating the Los Angeles River and its watershed, we have a great interest in the Urban Orchard Demonstration Project.

The Urban Orchard Demonstration Project will be one of the first major recreational parks situated along the Lower L.A. River resulting from the Lower LA River planning process. Its emphasis on community engagement, open space recreational areas, and incorporation of native plants should serve as an example for future proposed parks along the river. We especially appreciate the inclusion of a community center, educational garden, and walking loop—these features provide great opportunities for local residents and park visitors to strengthen connections with both their community and the natural world and demonstrate the benefits of environmental stewardship.

We do ask for several clarifications, as LAW would like to see a project that maximizes the ecological potential of the Bandini Channel, connects people with the LA River, improves water quality, addresses soil contamination, and makes the region more climate resilient. We are unsure that the Urban Orchard project as it stands will accomplish these goals to the greatest extent that it could.

1

First, we are concerned the City of South Gate has missed a great opportunity to daylight the Bandini Channel and provide access to an ecologically-revived stream. This effort would provide community members with a native stream habitat, set a precedent for other channel daylighting projects, and benefit the LA River and communities with improved water quality and a revived riparian corridor. Why did plans not move forward to deconcretize/daylight the Bandini Channel?

We are also concerned that more information is needed regarding the Bandini Channel's flow regime in relation to the wetlands. For instance, if the wetlands' water source is dependent on the Bandini Channel, will it provide sufficient water supply to the wetlands during drought? Failure to ensure a sufficient backup water supply could worsen the water quality of the Los Angeles River and Bandini Channel if the wetlands' water quality suffers. Also, how will the pumping of water from the channel affect current channel vegetation? Why were wetlands chosen for this location in particular from a hydrogeological perspective? How much energy will it take to pump water from the channel to the wetlands?

LAW requests clarification on the effect of stormwater runoff from the project's orchard and garden elements. South Gate should ensure eco-friendly gardening practices—especially concerning the use of fertilizers. We appreciate the MND's requirement of a Water Quality Management Plan and Stormwater Pollution Prevention Plan, but LAW asks the City of Southgate to develop a long-term plan that manages runoff from the garden and orchard into the Los Angeles River. For instance, we are wondering:

- Will South Gate ever reintroduce the wetlands' water back into the Los Angeles River?
- How will storm surges and flooding be handled as part of the project design?
- Is there a long-term plan to manage runoff from the site?

Urban Orchard's prior use as an industrial site and landfill also creates the potential for soil contamination into surrounding waterways via runoff. It also potentially places park visitors at risk if the site is not decontaminated properly. The proposed water well requires excavation beyond 1,350 feet. Has the plan eliminated the possibility that contaminated groundwater will seep into the water supply? Will soil contamination be fully addressed before the park is opened to the public?

As we stated above, the Urban Orchard project has the potential to provide a great opportunity to connect people with the river. LAW appreciates the confluence outlook at the park's southern end. However, we feel this project misses an opportunity to truly integrate with the Los Angeles River. While the Urban Orchard lies adjacent to the river, it does not attempt to engage the public with the L.A. River in terms of access. LAW recommends the addition of a pathway down to the river. Although the Phase I parcel does not immediately border the L.A. River (unlike Phase II and III) we ask that this MND reference the need for a pathway to the river and proceed with this pathway in mind.

In finalizing its design plans for Urban Orchard, we urge South Gate to consider the cumulative impact of this project regarding the need to increase river community resiliency in regards to flooding impacts, and we ask that the team does not forget about the LA River itself in the planning process.

The Urban Orchard presents an important opportunity to set an example for projects going forward. Los Angeles Waterkeeper encourages the City of South Gate Public Works Department to provide clarification and consider the above comments, especially as it works on the next phases of the project and further refines the project design.

Thank you for this opportunity to comment.

Sincerely,  
Los Angeles Waterkeeper  
310-394-6162



**Response to Comment Letter Dated August 8, 2019**

**Miya Edmonson, IGR/CEQA Branch Chief**

**Department of Transportation, District 7 Office of Regional Planning**

**100 S. Main Street, Suite 100**

**Los Angeles, California 90012**

**Comment 1.**

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the above referenced project. The proposed project will involve the construction and subsequent operation of a 30-acre passive recreational park area that will extend along the east side of the Los Angeles River between Firestone Boulevard (on the north), the confluence where the Los Angeles River connects with the Rio Hondo Channel (on the south), the Los Angeles River (on the west) and Interstate 710 (on the east). The project area includes 23 acres which extend for approximately 1.1 miles along the east side of the Los Angeles River; and the Bandini Channel, which extends along the northern portion of the project site and along the east side of the Los Angeles River. The project area will be anchored by a 7-acre City-owned parcel, located to the north of the Thunderbird Villa Mobile Home Park.

**Response 1.**

This comment is noted for the record.

**Comment 2.**

After reviewing the Initial Study and Mitigated Negative Declaration, Caltrans has the following comments:

1. As the project is adjacent to Caltrans Right of Way and will cross directly under the 1- 710, multiple Caltrans permits and design approvals will be required.
2. An encroachment permit will be required as a portion of the project is within Caltrans Right of Way. Additionally, any transportation of heavy construction equipment and/or materials which requires use of oversized-transport vehicles on State highways will need a Caltrans transportation permit. We recommend large size truck trips be limited to off- peak commute periods.
3. Due to the proximity of the project to 1-710, please provide a Construction Traffic Management Plan (CTMP).

**Response 2.**

The City typically adheres to the requirements for a construction management plan, equipment staging plan, and haul route identification as a standard practice for all larger construction projects. This information and the attendant Caltrans requirements will be adhered to by the contractors ultimately selected for the project's construction.

**Comment 3.**

Construction Traffic Management Plan. Prior to issuance of building or grading permits for the project site, the applicant shall prepare a Construction Traffic Management Plan (CTMP). The CTMP would include street closure information, detour plans, haul routes, staging plans, parking management plans and traffic control plans. The CTMP would formalize how construction would be carried out and identify specific actions that would be required to reduce adverse effects on the surrounding community. The CTMP should be based on the nature and timing of the specific construction activities and account for other concurrent construction projects near the project site. The following elements shall be implemented, as appropriate:

- Schedule construction activities to reduce the effects on traffic flows on surrounding arterial streets during peak hours.
- Obtain the required permits for truck haul routes prior to issuance of any permit for the project.
- The project contractor shall identify and enforce truck haul routes deemed acceptable by the City and Caltrans for construction trucks.
- Signs shall be posted along roads identifying construction traffic access or flow limitations due to single lane conditions during periods of truck traffic, if needed.
- Accommodate all equipment and worker parking on-site to the extent feasible.
- Provide safety precautions for pedestrians and bicyclists through such measures as alternate routing and protection barriers.
- Provide for temporary traffic control during all construction activities adjacent to the public right-of-way to improve traffic flow on public roadways (e.g., flag men).
- Schedule construction -related deliveries to reduce travel during commuter peak hours.
- We recommend approval from Caltrans for any lane closures during construction period.
- We recommend the design of all construction underneath the State Route and Caltrans Right of Ways be approved by Caltrans.
- Permits from Caltrans will be required for heavy trucks and machinery/vehicles travelling on the State Route.

**Response 3.**

As stated in the previous response, the City typically adheres to the requirements for a construction management plan, equipment staging plan, and haul route identification as a standard practice for all larger construction projects. This information and the attendant Caltrans requirements will be adhered to by the contractors ultimately selected for the project's construction.

**DEPARTMENT OF TRANSPORTATION**  
DISTRICT 7- OFFICE OF REGIONAL PLANNING  
100 S. MAIN STREET, SUITE 100  
LOS ANGELES, CA 90012  
PHONE (213) 897-0067  
FAX (213) 897-1337  
TTY 711  
www.dot.ca.gov



*Making Conservation  
a California Way of Life.*

August 8, 2019

Gladis Deras  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

RE: Urban Orchard Demonstration Project --  
Mitigated Negative Declaration (MND)  
SCH# 2019079047  
GTS# 07-LA-2019-02683  
Vic. LA-710 PM 18.206

Dear Gladis Deras:

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the above referenced project. The proposed project will involve the construction and subsequent operation of a 30-acre passive recreational park area that will extend along the east side of the Los Angeles River between Firestone Boulevard (on the north), the confluence where the Los Angeles River connects with the Rio Hondo Channel (on the south), the Los Angeles River (on the west) and Interstate 710 (on the east). The project area includes 23 acres which extend for approximately 1.1 miles along the east side of the Los Angeles River; and the Bandini Channel, which extends along the northern portion of the project site and along the east side of the Los Angeles River. The project area will be anchored by a 7-acre City-owned parcel, located to the north of the Thunderbird Villa Mobile Home Park.

After reviewing the Initial Study and Mitigated Negative Declaration, Caltrans has the following comments:

1. As the project is adjacent to Caltrans Right of Way and will cross directly under the I-710, multiple Caltrans permits and design approvals will be required.
2. An encroachment permit will be required as a portion of the project is within Caltrans Right of Way. Additionally, any transportation of heavy construction equipment and/or materials which requires use of oversized-transport vehicles on State highways will need a Caltrans transportation permit. We recommend large size truck trips be limited to off-peak commute periods.
3. Due to the proximity of the project to I-710, please provide a Construction Traffic Management Plan (CTMP).

**Construction Traffic Management Plan.** Prior to issuance of building or grading permits for the project site, the applicant shall prepare a Construction Traffic Management Plan (CTMP). The CTMP would include street closure information, detour plans, haul routes, staging plans, parking management plans and traffic control plans. The CTMP would formalize how

*"Provide a safe, sustainable, integrated and efficient transportation system  
to enhance California's economy and livability"*

Gladis Deras  
August 8, 2019  
Page 2 of 2

construction would be carried out and identify specific actions that would be required to reduce adverse effects on the surrounding community. The CTMP should be based on the nature and timing of the specific construction activities and account for other concurrent construction projects near the project site. The following elements shall be implemented, as appropriate:

- Schedule construction activities to reduce the effects on traffic flows on surrounding arterial streets during peak hours.
- Obtain the required permits for truck haul routes prior to issuance of any permit for the project.
- The project contractor shall identify and enforce truck haul routes deemed acceptable by the City and Caltrans for construction trucks.
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- Provide safety precautions for pedestrians and bicyclists through such measures as alternate routing and protection barriers.
- Provide for temporary traffic control during all construction activities adjacent to the public right-of-way to improve traffic flow on public roadways (e.g., flag men).
- Schedule construction-related deliveries to reduce travel during commuter peak hours.
- We recommend approval from Caltrans for any lane closures during construction period.
- We recommend the design of all construction underneath the State Route and Caltrans Right of Ways be approved by Caltrans.
- Permits from Caltrans will be required for heavy trucks and machinery/vehicles travelling on the State Route.

If you have any questions, please contact project coordinator Anthony Higgins, at [anthony.higgins@dot.ca.gov](mailto:anthony.higgins@dot.ca.gov) and refer to GTS# 07-LA-2019-02683.

Sincerely,



MJYA EDMONSON  
IGR/CEQA Branch Chief  
cc. Scott Morgan, State Clearinghouse

**Response to Comment Letter Dated August 13, 2019**  
**Daryl L. Osby, Fire Chief Forester & Fire Warden**  
**County of Los Angeles Fire Department**  
**1320 North Eastern Avenue**  
**Los Angeles, California 90063-3294**

**Comment 1.**

**NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION, "URBAN ORCHARD DEMONSTRATION PROJECT," IS PROPOSING TO DEVELOP A 30-ACRE PASSIVE, RECREATIONAL PARK TO TREAT STORM WATER RUN-OFF, THIS PROJECT WILL BE CONSTRUCTED IN PHASES, PHASE 1 INCLUDES 7-ACRE CITY-OWNED PARCEL THAT WILL FEATURE A CONSTRUCTED WETLAND, A SUBSURFACE STORM WATER STORAGE RESERVOIR, A WATER QUALITY PRE-TREATMENT HYDRODYNAMIC SEPARATOR, AND A STORM WATER HARVESTING SYSTEM, PHASE 2 AND 3 WILL INCLUDE 23-ACRES OF PASSIVE RECREATION, TRAILS AND LANDSCAPE, SOUTH GATE, FFER 2019004442**

The Notice of Intent to Adopt a Negative Declaration has been reviewed by the Planning Division, Land Development Unit, Forestry Division, and Health Hazardous Materials Division of the County of Los Angeles Fire Department.

**Response 1.**

This comment is noted for the record

**Comment 2.**

The following are their comments:

**PLANNING DIVISION:**

Under Section 3.15 Public Services, Analysis of Environmental Impacts, paragraph one, sentence five should be corrected to state that Fire Station 57 is staffed by one captain, one engineer, and one firefighter.

**Response 2.**

The correction has been made and incorporated into the Initial Study and administrative record by reference. Please refer to Section 2 of this Comments and Response to Comments document.

**Comment 3.**

Sentence seven should be corrected to state that in total, there are 30 fire department personnel spread out over three shifts.

**Response 3.**

The correction has been made and incorporated into the Initial Study and administrative record by reference. Please refer to Section 2 of this Comments and Response to Comments document.

**Comment 4.**

Sentence eight should be updated to reflect the current average response time of five minutes and 58 seconds for emergency calls and seven minutes and eleven seconds for non-emergency calls

For any questions regarding this response, please contact Loretta Bagwell, Planning Analyst, at (323) 881-2404 or [Loretta.Bagwell@fire.lacounty.gov](mailto:Loretta.Bagwell@fire.lacounty.gov).

**Response 4.**

The correction has been made and incorporated into the Initial Study and administrative record by reference. Please refer to Section 2 of this Comments and Response to Comments document.

**Comment 5.**

**LAND DEVELOPMENT UNIT:**

1. The development of this project must comply with all applicable code and ordinance requirements for construction, access, water main, fire flows, and fire hydrants.
2. The County of Los Angeles Fire Department Land Development Unit's comments are general requirements. Specific fire and life safety requirements and conditions set during the environmental review process will be addressed and conditions set at the building and fire plan check phase. Once the official plans are submitted for review there may be additional requirements.
3. Structures and outdoor storage underneath High Voltage Transmission Lines (66 kilovolts or greater) shall comply with Fire Code 316.6 and County of Los Angeles Fire Department Regulation 27. Any proposed construction or land use within 100 feet of the drip line of high voltage Transmission lines shall be subject to review by the Fire Marshal.
4. Proposed structures less than 30 feet in-height shall provide a minimum unobstructed width of 26 feet, exclusive of shoulders, except for approved security gates in accordance with

Section 503.6 and an unobstructed vertical clearance “clear to sky” Fire Department vehicular access to within 150 feet of all portions of the exterior walls of the first story of the building, as measured by an approved route around the exterior of the building Fire Code 503.1.1 and 503.2.2.

5. Every building constructed shall be accessible to Fire Department apparatus by way of access roadways with an all-weather surface of not less than the prescribed width. The roadway shall be extended to within 150 feet of all portions of the exterior walls when measured by an unobstructed route around the exterior of the building.
6. Buildings and facilities. Approved Fire Apparatus Access Roads shall be provided for every facility, building, or portion of a building hereafter constructed or moved into or within the jurisdiction. The Fire Apparatus Access Road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. 2017 County of Los Angeles Fire Code Section 503, Section 503.1.1.
7. For proposed buildings greater than 30 feet in-height, where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, approved aerial Fire Apparatus Access Roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater. Aerial Fire Apparatus Access Roads shall have a minimum unobstructed width of 28 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof. At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to on entire side of the building. The side of the building on which the aerial Fire Apparatus Access Road is positioned shall be approved by the fire code official.
8. Driveway width for non-residential developments shall be increased when any of the following conditions will exist:
  - a) Provide 34 feet in-width, when parallel parking is allowed on one side of the access roadway/driveway. Preference is that such parking is not adjacent to the structure.
  - b) Provide 42 feet in-width, when parallel parking is allowed on each side of the access roadway/driveway.
  - c) Any access way less than 34 feet in-width shall be labeled "Fire Lane" on the final recording map and final building plans.
  - d) For streets or driveways with parking restrictions: The entrance to the street/driveway and intermittent spacing distances of 150 feet shall be posted with Fire Department approved signs stating “NO PARKING - FIRE LANE” in three-inch

high letters. Driveway labeling is necessary to ensure access for Fire Department use.

9. The proposed development shall comply with the County of Los Angeles Fire Code Appendix B for fire flow requirements. When this project is submitted to the County of Los Angeles Fire Department's Fire Prevention, Engineering Section, Building Plan Check Unit the actual fire flow will be determined. Provide on the site plan/project data sheet the construction type and square footage of all proposed structures, per structure. This information is required in order to calculate the appropriate fire flow for the proposed development.
10. Fire hydrant spacing shall be 300 feet and shall meet the following requirements:
  - a) No portion of lot frontage shall be more than 200 feet via vehicular access from a public fire hydrant.
  - b) No portion of a building shall exceed 400 feet via vehicular access from a properly spaced public fire hydrant.
  - c) Additional hydrants will be required if hydrant spacing exceeds specified distances.
  - d) When cul-de-sac depth exceeds 200 feet on a commercial street, hydrants shall be required at the corner and mid-block.
  - e) A cul-de-sac shall not be more than 500 feet in-length, when serving land zoned for commercial use.
11. The proposed development may require an approved Fire Department turnaround.
12. Divided drive aisles shall require a minimum Fire Department access width of not less than 20 feet for each direction of travel.
13. When security gates are provided, maintain a minimum access width of 26/28 feet (access width as determined by the County of Los Angeles Fire Code Appendix D). The security gate shall be provided with an approved means of emergency operation and shall be maintained operational at all times and replaced or repaired when defective. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F220. Gates shall be of the swinging or sliding type. Construction of gates shall be of materials that allow manual operation by one person. Fire Code 503.6. Action Required: Provide a verbatim note on the site plan; and indicate the access width of the security gate on the site plan. Also indicate the means of emergency operation and the requirement that it be maintained operational at all times and equipped with a Fire Department approved locking device.



14. Turning radii shall not be less than 32 feet. This measurement shall be determined at the centerline of the road. A Fire Department approved turning area shall be provided for all Driveways exceeding 150 feet in-length and at the end of all cul-de-sacs.
15. All proposals for traffic calming measures (speed humps/bumps/cushions, traffic circles, roundabouts, etc.) shall be submitted to the Fire Department for review prior to implementation.
16. Disruptions to water service shall be coordinated with the County of Los Angeles Fire Department and alternate water sources shall be provided for Fire Protection during such disruptions.

The County of Los Angeles Fire Department's Land Development Unit appreciates the opportunity to comment on this project.

Should any questions arise regarding subdivision, water systems, or access, please contact the County of Los Angeles Fire Department Land Development Unit's, Inspector Nancy Rodeheffer at (323) 890-4243.

**Response 5.**

The City will be required to comply with all of the above requirements. All required site plans and other information will be submitted to the Fire Department for review prior to implementation.

**Comment 6.**

**FORESTRY DIVISION - OTHER ENVIRONMENTAL CONCERNS:**

The statutory responsibilities of the County of Los Angeles Fire Department's Forestry Division include erosion control, watershed management, rare and endangered species, vegetation, fuel modification for Very High Fire Hazard Severity Zones, archeological and cultural resources, and the County Oak Tree Ordinance. Potential impacts in these areas should be addressed.

Under the Los Angeles County Oak tree Ordinance, a permit is required to cut, destroy, remove, relocate, inflict damage or encroach into the protected zone of any tree of the Oak genus which is 25 inches or more in circumference (eight inches in diameter), as measured 4 1/2 feet above mean natural grade.

If Oak trees are known to exist in the proposed project area further field studies should be conducted to determine the presence of this species on the project site.

The County of Los Angeles Fire Department's Forestry Division has no further comments regarding this project.

For any questions regarding this response, please contact Forestry Assistant, Joseph Brunet at (818) 890-5719.

**Response 6.**

The City will be required to comply with the above requirements.

**Comment 7.**

**HEALTH HAZARDOUS MATERIALS DIVISION:**

The Health Hazardous Materials Division of the Los Angeles County Fire Department advises that the Los Angeles County Environmental Health, Solid Waste Management Program and the Los Angeles Regional Water Quality Control Board be contacted regarding the onsite historic landfill. These two agencies typically have regulatory jurisdiction over most inactive landfills and would likely have to oversee the proposed implementation of the soil management plan during future site development.

Please contact HHMD senior typist-clerk, Perla Garcia at (323) 890-4035 or [Perla.garcia@fire.lacounty.gov](mailto:Perla.garcia@fire.lacounty.gov) if you have any questions.

If you have any additional questions, please contact this office at (323) 890-4330.

**Response 7.**

The City will contact the Los Angeles County Environmental Health, Solid Waste Management Program and the Los Angeles Regional Water Quality Control Board.



DARYL L. OSBY  
 FIRE CHIEF  
 FORESTER & FIRE WARDEN

**COUNTY OF LOS ANGELES  
 FIRE DEPARTMENT**

1320 NORTH EASTERN AVENUE  
 LOS ANGELES, CALIFORNIA 90063-3294  
 (323) 881-2401  
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**RECEIVED**

AUG 19 2019

ENGINEERING DEPT.

August 13, 2019

Gladis Deras, Project Manager  
 City of South Gate  
 Public Works Department  
 8650 California Avenue  
 South Gate, CA 90280

Dear Ms. Deras:

**NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION, "URBAN ORCHARD DEMONSTRATION PROJECT," IS PROPOSING TO DEVELOP A 30-ACRE PASSIVE, RECREATIONAL PARK TO TREAT STORM WATER RUN-OFF, THIS PROJECT WILL BE CONSTRUCTED IN PHASES, PHASE 1 INCLUDES 7-ACRE CITY-OWNED PARCEL THAT WILL FEATURE A CONSTRUCTED WETLAND, A SUBSURFACE STORM WATER STORAGE RESERVOIR, A WATER QUALITY PRE-TREATMENT HYDRODYNAMIC SEPARATOR, AND A STORM WATER HARVESTING SYSTEM, PHASE 2 AND 3 WILL INCLUDE 23-ACRES OF PASSIVE RECREATION, TRAILS AND LANDSCAPE, SOUTH GATE, FFER 2019004442**

The Notice of Intent to Adopt a Negative Declaration has been reviewed by the Planning Division, Land Development Unit, Forestry Division, and Health Hazardous Materials Division of the County of Los Angeles Fire Department.

The following are their comments:

**PLANNING DIVISION:**

Under Section 3.15 Public Services, Analysis of Environmental Impacts, paragraph one, sentence five should be corrected to state that Fire Station 57 is staffed by one captain, one engineer, and one firefighter.

Sentence seven should be corrected to state that in total, there are 30 fire department personnel spread out over three shifts.

**SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF**

AGCUPA HILLS  
 ARTESIA  
 AZUSA  
 BALDWIN PARK  
 BELL  
 BELL GARDENS  
 BELLFLOWER  
 BRADBURY

CALABASAS  
 CARSON  
 CERRITOS  
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 OCAMERCE  
 COVINA  
 CLAYTON  
 DIAMOND BAR  
 DUARTE

EL MONTE  
 GARDENA  
 GLENDALE  
 HAWAIIAN GARDENS  
 HAWTHORNE  
 HERMOSA BEACH  
 HIDDEN HILLS  
 HUNTINGTON PARK

INDUSTRY  
 INGLEWOOD  
 IRVINGDALE  
 LA CANADA FLINTRIDGE  
 LA HABRA  
 LA HABRA  
 LA PUENTE  
 LAKEWOOD  
 LINDSAY

LAWDALE  
 LEMITA  
 LYNNWOOD  
 MALIBU  
 MAYWOOD  
 NORWALK  
 PALMDALE  
 PALMS VERDES ESTATES

PARAMOUNT  
 PICO RIVERA  
 POMONA  
 RANCHO PALMS VERDES  
 ROLLING HILLS  
 ROSHARON HILLS ESTATES  
 ROSEMEAD  
 SAN DIMAS  
 SANTA CLARITA

SIGNAL HILL  
 SOUTH EL MONTE  
 SOUTH GATE  
 TEMPLE CITY  
 WALNUT  
 WEST HOLLYWOOD  
 WEST LAKE VILLAGE  
 WINTER

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August 13, 2019  
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Sentence eight should be updated to reflect the current average response time of five minutes and 58 seconds for emergency calls and seven minutes and eleven seconds for non-emergency calls

For any questions regarding this response, please contact Loretta Bagwell, Planning Analyst, at (323) 881-2404 or [Loretta.Bagwell@fire.lacounty.gov](mailto:Loretta.Bagwell@fire.lacounty.gov).

**LAND DEVELOPMENT UNIT:**

1. The development of this project must comply with all applicable code and ordinance requirements for construction, access, water main, fire flows, and fire hydrants.
2. The County of Los Angeles Fire Department Land Development Unit's comments are general requirements. Specific fire and life safety requirements and conditions set during the environmental review process will be addressed and conditions set at the building and fire plan check phase. Once the official plans are submitted for review there may be additional requirements.
3. Structures and outdoor storage underneath High Voltage Transmission Lines (66 kilovolts or greater) shall comply with Fire Code 316.6 and County of Los Angeles Fire Department Regulation 27. Any proposed construction or land use within 100 feet of the drip line of high voltage Transmission lines shall be subject to review by the Fire Marshal.
4. Proposed structures less than 30 feet in-height shall provide a minimum unobstructed width of 26 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6 and an unobstructed vertical clearance "clear to sky" Fire Department vehicular access to within 150 feet of all portions of the exterior walls of the first story of the building, as measured by an approved route around the exterior of the building Fire Code 503.1.1 and 503.2.2.
5. Every building constructed shall be accessible to Fire Department apparatus by way of access roadways with an all-weather surface of not less than the prescribed width. The roadway shall be extended to within 150 feet of all portions of the exterior walls when measured by an unobstructed route around the exterior of the building.
6. Buildings and facilities. Approved Fire Apparatus Access Roads shall be provided for every facility, building, or portion of a building hereafter constructed or moved into or within the jurisdiction. The Fire Apparatus Access Road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. 2017 County of Los Angeles Fire Code Section 503, Section 503.1.1.

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7. For proposed buildings greater than 30 feet in-height, where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, approved aerial Fire Apparatus Access Roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eve of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater. Aerial Fire Apparatus Access Roads shall have a minimum unobstructed width of 28 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof. At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to on entire side of the building. The side of the building on which the aerial Fire Apparatus Access Road is positioned shall be approved by the fire code official.
8. Driveway width for non-residential developments shall be increased when any of the following conditions will exist:
  - a) Provide 34 feet in-width, when parallel parking is allowed on one side of the access roadway/driveway. Preference is that such parking is not adjacent to the structure.
  - b) Provide 42 feet in-width, when parallel parking is allowed on each side of the access roadway/driveway.
  - c) Any access way less than 34 feet in-width shall be labeled "Fire Lane" on the final recording map and final building plans.
  - d) For streets or driveways with parking restrictions: The entrance to the street/driveway and intermittent spacing distances of 150 feet shall be posted with Fire Department approved signs stating "NO PARKING - FIRE LANE" in three-inch high letters. Driveway labeling is necessary to ensure access for Fire Department use.
9. The proposed development shall comply with the County of Los Angeles Fire Code Appendix B for fire flow requirements. When this project is submitted to the County of Los Angeles Fire Department's Fire Prevention, Engineering Section, Building Plan Check Unit the actual fire flow will be determined. Provide on the site plan/project data sheet the construction type and square footage of all proposed structures, per structure. This information is required in order to calculate the appropriate fire flow for the proposed development.
10. Fire hydrant spacing shall be 300 feet and shall meet the following requirements:
  - a) No portion of lot frontage shall be more than 200 feet via vehicular access from a public fire hydrant.

Gladis Deras, Project Manager  
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Page 4

- b) No portion of a building shall exceed 400 feet via vehicular access from a properly spaced public fire hydrant.
  - c) Additional hydrants will be required if hydrant spacing exceeds specified distances.
  - d) When cul-de-sac depth exceeds 200 feet on a commercial street, hydrants shall be required at the corner and mid-block.
  - e) A cul-de-sac shall not be more than 500 feet in-length, when serving land zoned for commercial use.
11. The proposed development may require an approved Fire Department turnaround.
  12. Divided drive aisles shall require a minimum Fire Department access width of not less than 20 feet for each direction of travel.
  13. When security gates are provided, maintain a minimum access width of 26/28 feet (access width as determined by the County of Los Angeles Fire Code Appendix D). The security gate shall be provided with an approved means of emergency operation and shall be maintained operational at all times and replaced or repaired when defective. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F220. Gates shall be of the swinging or sliding type. Construction of gates shall be of materials that allow manual operation by one person. Fire Code 503.6. Action Required: Provide a verbatim note on the site plan; and indicate the access width of the security gate on the site plan. Also indicate the means of emergency operation and the requirement that it be maintained operational at all times and equipped with a Fire Department approved locking device.
  14. Turning radii shall not be less than 32 feet. This measurement shall be determined at the centerline of the road. A Fire Department approved turning area shall be provided for all Driveways exceeding 150 feet in-length and at the end of all cul-de-sacs.
  15. All proposals for traffic calming measures (speed humps/bumps/cushions, traffic circles, roundabouts, etc.) shall be submitted to the Fire Department for review prior to implementation.
  16. Disruptions to water service shall be coordinated with the County of Los Angeles Fire Department and alternate water sources shall be provided for Fire Protection during such disruptions.

The County of Los Angeles Fire Department's Land Development Unit appreciates the opportunity to comment on this project.

Should any questions arise regarding subdivision, water systems, or access, please contact the County of Los Angeles Fire Department Land Development Unit's, Inspector Nancy Rodeheffer at (323) 890-4243.

Gladis Deras, Project Manager  
August 13, 2019  
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**FORESTRY DIVISION – OTHER ENVIRONMENTAL CONCERNS:**

The statutory responsibilities of the County of Los Angeles Fire Department's Forestry Division include erosion control, watershed management, rare and endangered species, vegetation, fuel modification for Very High Fire Hazard Severity Zones, archeological and cultural resources, and the County Oak Tree Ordinance. Potential impacts in these areas should be addressed.

Under the Los Angeles County Oak tree Ordinance, a permit is required to cut, destroy, remove, relocate, inflict damage or encroach into the protected zone of any tree of the Oak genus which is 25 inches or more in circumference (eight inches in diameter), as measured 4 1/2 feet above mean natural grade.

If Oak trees are known to exist in the proposed project area further field studies should be conducted to determine the presence of this species on the project site.

The County of Los Angeles Fire Department's Forestry Division has no further comments regarding this project.

For any questions regarding this response, please contact Forestry Assistant, Joseph Brunet at (818) 890-5719.

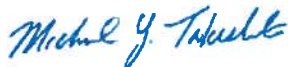
**HEALTH HAZARDOUS MATERIALS DIVISION:**

The Health Hazardous Materials Division of the Los Angeles County Fire Department advises that the Los Angeles County Environmental Health, Solid Waste Management Program and the Los Angeles Regional Water Quality Control Board be contacted regarding the onsite historic landfill. These two agencies typically have regulatory jurisdiction over most inactive landfills and would likely have to oversee the proposed implementation of the soil management plan during future site development.

Please contact HHMD senior typist-clerk, Perla Garcia at (323) 890-4035 or [Perla.garcia@fire.lacounty.gov](mailto:Perla.garcia@fire.lacounty.gov) if you have any questions.

If you have any additional questions, please contact this office at (323) 890-4330.

Very truly yours,



MICHAEL Y. TAKESHITA, ACTING CHIEF, FORESTRY DIVISION  
PREVENTION SERVICES BUREAU

MYT:ac

## **2. REVISIONS TO THE IS/MND BY REFERENCE**

This section indicates those revisions that were requested by those individuals and agencies that commented on the Initial Study and Mitigated Negative Declaration that was circulation for public review. First the Agency or individual is identified along with the written comment(s) requesting the revision. The specific change or revision that prepared in response to the comment is then identified immediately below the comment. The changes and/or revisions outlined in this section will be made part of the administrative record as part of the project's approval and the adoption of Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program. The original comment is identified and is shown in *italics*. The Lead Agency's revisions to the Initial Study are then noted immediately below the original comment.

**Response to Comment Letter Dated August 13, 2019**  
**Daryl L. Osby, Fire Chief Forester & Fire Warden**  
**County of Los Angeles Fire Department**  
**1320 North Eastern Avenue**  
**Los Angeles, California 90063-3294**

### **Revision to IS/MND in Response to Comment 2.**

*The following are their comments:*

#### **PLANNING DIVISION:**

*Under Section 3.15 Public Services, Analysis of Environmental Impacts, paragraph one, sentence five should be corrected to state that Fire Station 57 is staffed by one captain, one engineer, and one firefighter.*

The following information will be added under Section 3.15.2.A:

“Fire Station 57 is staffed by one captain, one engineer, and one firefighter.”

The above sentence will replace the following sentence under Section 3.15.2.A:

“Fire Station 57 is staffed by one captain, one engineer and two firefighters.”

### **Revision to IS/MND in Response to Comment 3.**

*Sentence seven should be corrected to state that in total, there are 30 fire department personnel spread out over three shifts.*



The following information will be added under Section 3.15.2.A:

“In total, there are 30 fire department personnel spread out over three shifts.”

The above sentence will replace the following sentence under Section 3.15.2.A:

“In total, there are 35 fire department personnel spread out over three shifts.”

**Revision to IS/MND in Response to Comment 4.**

*Sentence eight should be updated to reflect the current average response time of five minutes and 58 seconds for emergency calls and seven minutes and eleven seconds for non-emergency calls*

*For any questions regarding this response, please contact Loretta Bagwell, Planning Analyst, at (323) 881-2404 or [Loretta.Bagwell@fire.lacounty.gov](mailto:Loretta.Bagwell@fire.lacounty.gov).*

The following information will be added under Section 3.15.2.A:

“The average response time is five minutes and 58 seconds for emergency calls, and seven minutes and eleven seconds for non-emergency calls.”

The above sentence will replace the following sentence under Section 3.15.2.A:

“The average response time is four minutes and 58 seconds for emergency calls, and seven minutes and six seconds for non-emergency calls.”

**RECEIVED**

**Item No. 3**

AUG 22 2019

*City of South Gate*  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

5:30PM

**AGENDA BILL**

For the Regular Meeting of: August 27, 2019  
Originating Department: Administrative Services

Department Director:

*Jackie Acosta*  
Jackie Acosta

City Manager:

*Michael Flad*  
MICHAEL FLAD  
Michael Flad

**SUBJECT: RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY AND POSITION CLASSIFICATION PLAN) TO CREATE THE POSITIONS OF FULL-TIME INTERMEDIATE ACCOUNT CLERK (POLICE) AND PART-TIME COMPUTER INFORMATION SYSTEMS AIDE (POLICE), TO ELIMINATE ONE VACANT FULL-TIME CIVILIAN CUSTODY OFFICER POSITION, TO ELIMINATE ONE VACANT PART-TIME INTERMEDIATE ACCOUNT CLERK POSITION, ALL IN THE POLICE DEPARTMENT, TO APPROVE THE CORRESPONDING JOB SPECIFICATIONS, AND TO UPDATE THE APPROPRIATE SALARY PAY TABLES**

**PURPOSE:** To create the positions of full-time Intermediate Account Clerk (Police) and part-time Computer Information Systems Aide (Police), to eliminate one vacant full-time Civilian Custody Officer position, to eliminate one vacant part-time Intermediate Account Clerk position, all in the Police Department, to approve the corresponding job specifications, and to update the appropriate salary pay tables.

**RECOMMENDED ACTIONS:** Adopt Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to create the positions of full-time Intermediate Account Clerk (Police) and part-time Computer Information Systems Aide (Police), to eliminate one vacant full-time Civilian Custody Officer position, to eliminate one vacant part-time Intermediate Account Clerk position, all in the Police Department, to approve the corresponding job specifications, and to update the appropriate salary pay tables.

**FISCAL IMPACT:** There is no fiscal impact. The approval of, and funding for, the positions of full-time Intermediate Account Clerk (Police) and part-time Computer Information Systems Aide (Police) were included in the Fiscal Year 2019/20 budget. The elimination of the full-time Civilian Custody Officer and the part-time Intermediate Account Clerk was also approved in the Fiscal Year 2019/20 budget.

**ANALYSIS:** None

**BACKGROUND:** The City must, from time to time, add or otherwise adjust job classifications, job specifications and/or compensation in the Salary Resolution and Position Classification Plan in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be performed by employees in the City's various departments.

Human Resources staff worked with the Police Department to create the classifications and job specifications for the positions of full-time Intermediate Account Clerk (Police) and part-time Computer Information Systems Aide (Police).

Staff corresponded with the Municipal Employees Association (MEA) Board Members to inform them of the proposed changes and they were in agreement.

**ATTACHMENT:** Proposed Resolution (with new job specifications & pay tables)

**RESOLUTION NO. \_\_\_\_\_**

**CITY OF SOUTH GATE  
LOS ANGELES COUNTY, CALIFORNIA**

**A RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY AND POSITION CLASSIFICATION PLAN) TO CREATE THE POSITIONS OF FULL-TIME INTERMEDIATE ACCOUNT CLERK (POLICE) AND PART-TIME COMPUTER INFORMATION SYSTEMS AIDE (POLICE), TO ELIMINATE ONE VACANT FULL-TIME CIVILIAN CUSTODY OFFICER POSITION, TO ELIMINATE ONE VACANT PART-TIME INTERMEDIATE ACCOUNT CLERK POSITION, ALL IN THE POLICE DEPARTMENT, TO APPROVE THE CORRESPONDING JOB SPECIFICATIONS, AND TO UPDATE THE APPROPRIATE SALARY PAY TABLES**

**WHEREAS**, the City must, from time to time, add, eliminate, or otherwise adjust job classifications, job specifications and/or compensation in the Salary Resolution and Position Classification Plan in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be performed by employees in the City’s various departments; and

**WHEREAS**, the positions of full-time Intermediate Account Clerk (Police) and part-time Computer Information Systems Aide (Police), both in the Police Department, were approved and funded in the Fiscal Year 2019/20 budget; and

**WHEREAS**, the City desires to create the positions of, and job specifications for, full-time Intermediate Account Clerk (Police) and part-time Computer Information Systems Aide (Police) in the Police Department, as detailed in the proposed Class Specification & Attributes, attached hereto as Exhibit “A” and “B, respectively;” and

**WHEREAS**, the City, in consultation with the Human Resources Division and key personnel in the Police Department, has determined that it is proper to create the positions of, and job specifications for, full-time Intermediate Account Clerk (Police) and part-time Computer Information Systems Aide (Police); and

**WHEREAS**, one full-time Civilian Custody Officer position and one part-time Intermediate Account Clerk position, both in the Police Department, were eliminated from the Fiscal Year 2019/20 budget.

[Remainder of page left blank intentionally]

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council hereby approves and adopts the proposed amendment to the City's Salary and Position Classification Plan to create the positions of full-time Intermediate Account Clerk (Police) and part-time Computer Information Systems Aide (Police), to eliminate one vacant full-time Civilian Custody Officer position, and to eliminate one vacant part-time Intermediate Account Clerk position, all in the Police Department.

**SECTION 2.** The City Council hereby approves and adopts the proposed job specifications for the full-time Intermediate Account Clerk (Police) and for the part-time Computer Information Systems Aide (Police) positions, attached hereto as Exhibits "A" and "B, respectively."

**SECTION 3.** The City Council hereby approves and adopts the proposed amended Municipal Employees Association (MEA) Salary Pay Table, effective August 27, 2019, attached hereto as Exhibit "C."

**SECTION 4.** The City Council hereby approves and adopts the proposed amended Hourly Salary Pay Table, effective August 27, 2019, attached hereto as Exhibit "D."

**SECTION 5.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED and ADOPTED** this 27<sup>th</sup> day August 2019.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Jorge Morales, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk

(SEAL)

**APPROVED AS TO FORM:**  
**DRAFT**  
By: \_\_\_\_\_  
Raul F. Salinas, City Attorney

**City of South Gate**  
CLASS SPECIFICATIONS AND ATTRIBUTES

**INTERMEDIATE ACCOUNT CLERK (POLICE)**

**DESCRIPTION**

Performs a variety of specialized accounting clerical work of a technical nature in connection with the preparation, validation, examination, coding and reconciliation of fiscal, financial and statistical records; performs related duties as required.

**CLASS CHARACTERISTICS**

This is a multiple position classification characterized by primary responsibility for performing accounting clerical work in the area of accounts receivable and accounts payable.

**SUPERVISION RECEIVED**

Works under the direct supervision of the Administration Division Sergeant and/or general direction of higher level department staff.

**SUPERVISION EXERCISED**

Does not supervise.

**ESSENTIAL FUNCTIONS**

*The following functions are typical for this classification. The incumbent may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.*

Reviews warrant requests; ensures appropriate charges, codes and documentation; makes corrections as needed; processes various bills and invoices; prepares entries, tabulations, standard forms and routine documents; maintains related files.

Verifies claims, warrants, deposit slips, computer source documents and other records for arithmetical accuracy, consistency and budget expenditure codes.

Assembles, sorts, tabulates, codes and files fiscal and statistical data related to such fiscal areas as purchase orders, labor costs and equipment costs; makes arithmetical calculations and verifies totals and extensions; performs data entry or maintains manual records to post, adjust and balance accounts; allocates funds to correct accounts; balances and reconciles accounts.

Prepares and issues invoices, follows-up on collections and sends delinquent notices; collects and accounts for money for a variety of accounts and may calculate payments; balances, codes and prepares daily cash reports; issues vouchers and receipts; maintains petty cash and prepares deposits as assigned.

Conducts research on a variety of financial transactions; reviews and analyzes financial reports; prepares related financial worksheets and reports.

Responds to inquiries in person or by phone, providing explanation of established procedures and

policies; issues routine correspondence to vendors, businesses or the public, including collection correspondence.

May prepare and/or type statistical reports, correspondence and related documents; operates a variety of office equipment.

As required, contacts financial institutions, vendors, businesses, the public or other agencies to verify or obtain routine information regarding City financial activity.

Processes requests to purchase and places orders for department supplies and equipment.

Assists Administrative staff with the preparation of the department budget and tracks department expenditures.

Provides assistance with maintaining and preparing the department payroll, processes credit card statements for payment; maintains records of department issued credit cards.

May screen visitors and telephone calls directed to the Office of the Chief of Police and Police Administration staff. May assist with setting up meetings, department events and appointments as needed for the Office of the Chief of Police and the Administration Division.

Represents the City to the public when giving and obtaining information from the public and employees of other units in situations which require tact, discretion and courtesy.

May provide back-up coverage for other department support staff.

Maintain absolute confidentiality of work-related issues, documents, records and materials pertaining to City employees, officials, agents and others.

When assigned, may be required to operate a vehicle.

### **QUALIFICATIONS**

Any combination of education and/or experience that has provided the knowledge, skills and abilities necessary. A typical way of obtaining the knowledge and abilities would be:

#### **Education and Experience**

Graduation from high school or equivalent, and two (2) years of increasingly responsible fiscal record keeping experience. Coursework in bookkeeping or accounting is desirable.

#### **License/Certification/Special Requirements**

Ability to work weekends, evenings, and holidays as required. Ability to work extended hours, as needed and/or required. Applicants must be able to provide right to work in the United States; background, finger printing, polygraph examination, and medical clearance required.

#### **Knowledge, Skills, and Abilities**

Knowledge of: City policies and procedures involved in the preparation and processing of fiscal records; business arithmetic; procedures, methods, automated technology and office equipment used in financial transactions and record keeping.

Ability to: work independently; analyze unusual situations involved in fiscal, financial, and statistical record keeping systems and resolve through application of City policy; make arithmetical calculations quickly and accurately; perform clerical, financial record keeping work; understand and follow oral and written directions; devise and implement fiscal record keeping systems and procedures; understand, apply and detect errors in specific segments of a record keeping system; establish and maintain cooperative working relationships.

Skill in the operation of a variety of office equipment, including computer and calculator.

**PHYSICAL DEMANDS AND WORK ENVIRONMENT**

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to operate, finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderately quiet.

Intermediate Account Clerk - Police  
Created, 08/27/19



*City of South Gate*  
CLASS SPECIFICATIONS AND ATTRIBUTES

**COMPUTER INFORMATION SYSTEMS AIDE (POLICE)**

**DESCRIPTION**

Under direction, performs a variety of routine to difficult tasks related to information and telecommunication systems; maintains and supports desktop hardware and software; performs a wide variety of technical duties involved in installation, repair, and maintenance of personal computers, peripherals, telephones, and equipment. The position's primary responsibilities are the implementation and support of all networked computers (and their peripherals), printers, Help Desk support, and basic system administration for the network.

**SUPERVISION RECEIVED**

Works under the direct supervision of the Technical Services Manager, Sergeant and Lieutenant.

**SUPERVISION EXERCISED**

None

**ESSENTIAL FUNCTIONS**

*The following functions are typical for this classification. The incumbent may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.*

Operates a computer system including input, processing, interfacing and throughput to acquire the information necessary for application software.

Monitors hardware and computer room conditions, reporting faults to immediate supervisor.

Gathers information for inventory support; performs diagnostic testing to correct computing issues.

Provides daily technical/help desk support for staff and user community; receives, logs, and tracks calls from users related to problems and questions.

Installs new and/or updates computer workstations, printers and peripherals, and client software; tests desktop computer configurations for incorporation into standards.

Responds to user requests for hardware or software assistance and helps troubleshoot and solve PC problems.

Completes move/add/change (MAC) requests; inventories computer equipment and maintains computerized inventory system; orders and maintains computer supplies.

Reads hardware and software documentation for the purpose of carrying out core assignments and assisting users with identifying or solving problems.

Repairs personal computers, servers, and peripheral equipment; perform software reloads and upgrades for desktop computer systems.

Develops, enhances, and maintains documentation.

Perform related duties as assigned.

**QUALIFICATIONS**

Any combination of education and/or experience that has provided the knowledge, skills and abilities necessary. A typical way would be:

**Education and Experience**

Graduation from high school and an AA/AS degree from an accredited college with major course work in information systems, computer science, or a closely related field and one (1) year of progressively responsible and verifiable experience in an information technology environment, including support for personal computers, networking, and server maintenance. Experience with the latest versions of desktop operating systems, office productivity applications, and networking is highly desirable. Certifications: CompTIA A+ certification preferred.

**License/Certification/Special Requirements**

Possession of a valid California Class C Driver's License and a satisfactory driving record is required at time of appointment and throughout employment in this position. Ability to work weekends, evenings, and holidays as required. Ability to work extended hours, as needed and/or required. Applicants must be able to provide right to work in the United States; background check, fingerprinting, polygraph examination, and medical clearance required.

**Knowledge, Skills and Abilities**

Knowledge of: the principles and operation of data processing equipment; modern office procedures, practices and equipment; the operation of desktop hardware (PC, laptop and tablets) and software (MS operating and applications); principles and operations of management information systems and peripheral equipment (computers, networks, phones, internet, software and hardware applications, cabling printers); familiarity with telephones and VoIP system; computer hardware and software applications use, configuration, installation, and maintenance; basic electronics methods, techniques, parts, tools, and materials used in the maintenance and repair of a wide variety of electronic and communications systems including telephone, voice mail, fax, and related microcomputer systems.

Ability to: Maintain effective working relationships with those contacted in the course of work; communicate clearly and concisely, both orally and in writing; troubleshoot and resolve technical and product problems; escalate and ask for assistance to resolve problems; organize, prioritize, and coordinate workload activities.

Skills: Operating, installing, maintaining, configuring, and troubleshooting a variety of technical computer equipment, and peripherals, including but not limited to desktop computers, audio/visual equipment, telephone equipment and accessories, mobile computing (vehicular) systems and wireless access devices; developing and implementing procedures for effective installation and maintenance of computer equipment and applications; excellent troubleshooting skills to assist in diagnosing network and computer problems, documenting problems, closing Help Desk tickets, and creating desk procedures.

**ADDITIONAL INFORMATION:****CALIFORNIA DEPARTMENT OF MOTOR VEHICLE (DMV) PULL NOTICE SYSTEM**

An incumbent appointed to this position is subject to enrollment in the California DMV Pull Notice Program. The Pull Notice program provides information on the incumbent's driving record and Driver's License status on a periodic basis to the City of South Gate. An employee assigned a City vehicle must acknowledge receipt and understanding of the City's Administrative Regulations covering the use of City vehicles.

**PHYSICAL DEMANDS AND WORK ENVIRONMENT**

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, employee is frequently required to sit, stand, walk, kneel, crouch, stoop, squat, crawl, twist, climb, talk or hear; exposure to confining work space and electrical hazards; ability to travel to different sites and locations. The employee is occasionally required to use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The noise level in the work environment is usually quiet. Incumbents are not substantially exposed to adverse environmental conditions.

COMPUTER INFO. SYS. AIDE - PD  
Created, 08/27/19

**Salary Pay Table**  
**Pay Plan Category I - South Gate Municipal Employees Association (Civil Service)**  
**Effective 8-27-2019**

		Step A	Step B	Step C	Step D	Step E
500	TYPIST CLERK	3,210	3,370	3,539	3,716	3,901
500	CITY HALL RECEPTIONIST	3,210	3,370	3,539	3,716	3,901
501	STOCK CLERK	3,296	3,461	3,634	3,815	4,006
502	GRAFFITI REMOVAL WORKER	3,448	3,621	3,802	3,992	4,191
503	CUSTODIAN	3,463	3,636	3,818	4,009	4,209
504	COMMUNITY DEVELOPMENT TECH I	3,530	3,706	3,892	4,086	4,291
505	INTERMEDIATE TYPIST CLERK (PARKS)	3,615	3,796	3,985	4,185	4,394
505	BILLING & SHIPPING CLERK	3,615	3,796	3,985	4,185	4,394
505	OFFICE ASSISTANT-HR	3,615	3,796	3,985	4,185	4,394
505	OFFICE ASSISTANT-POLICE	3,615	3,796	3,985	4,185	4,394
505	OFFICE ASSISTANT-GENERAL	3,615	3,796	3,985	4,185	4,394
506	GROUNDS MAINTENANCE WORKER	3,627	3,809	3,999	4,199	4,409
506	FACILITIES MAINTENANCE TECHNICIAN I	3,627	3,809	3,999	4,199	4,409
506	PARK FACILITIES MAINTENANCE WORKER	3,627	3,809	3,999	4,199	4,409
507	WATER METER READER I	3,746	3,934	4,130	4,337	4,554
508	POLICE RECORDS SPECIALIST	3,754	3,941	4,138	4,345	4,563
509	SENIOR TYPIST CLERK	3,779	3,968	4,166	4,374	4,593
510	BUSINESS LICENSE CLERK	3,817	4,007	4,208	4,418	4,639
510	INTERMEDIATE ACCOUNT CLERK - Acct	3,817	4,007	4,208	4,418	4,639
510	INTERMEDIATE ACCOUNT CLERK - POLICE	3,817	4,007	4,208	4,418	4,639
510	CUSTOMER SERVICE REPRESENTATIVE	3,817	4,007	4,208	4,418	4,639
511	CIVILIAN CUSTODY OFFICER	3,870	4,064	4,267	4,480	4,704
511	COMMUNITY SERVICES OFFICER	3,870	4,064	4,267	4,480	4,704
511	SENIOR CUSTODIAN	3,870	4,064	4,267	4,480	4,704
511	INFORMATION SYSTEMS TECHNICIAN	3,870	4,064	4,267	4,480	4,704
512	AQUATICS COORDINATOR	3,902	4,097	4,302	4,517	4,743
512	RECREATION COORDINATOR	3,902	4,097	4,302	4,517	4,743
513	CRIME PREVENTION SPECIALIST	3,937	4,134	4,341	4,558	4,786
514	WATER METER READER II	3,954	4,152	4,360	4,578	4,806
515	WATER DISTRIBUTION OPERATOR I	3,975	4,174	4,382	4,602	4,832
516	FACILITIES MAINTENANCE TECHNICIAN II	4,000	4,200	4,410	4,630	4,862
516	STREET MAINTENANCE WORKER	4,000	4,200	4,410	4,630	4,862
517	PROPERTY CONTROL CLERK	4,036	4,237	4,449	4,672	4,905
518	COMMUNITY DEVELOPMENT TECH II	4,058	4,261	4,474	4,698	4,933
520	WATER SERVICE REPRESENTATIVE I	4,213	4,424	4,645	4,877	5,121
520	ELECTRICIAN I	4,213	4,424	4,645	4,877	5,121
520	SEWER MAINTENANCE WORKER I	4,213	4,424	4,645	4,877	5,121
521	SECRETARY	4,270	4,484	4,708	4,943	5,190
522	SENIOR GROUNDS MAINTENANCE WORKER	4,277	4,491	4,715	4,951	5,199
522	PARK FACILITIES MAINTENANCE LEAD	4,277	4,491	4,715	4,951	5,199
523	PAYROLL TECHNICIAN	4,280	4,494	4,719	4,955	5,202
524	POLICE DISPATCHER	4,285	4,499	4,724	4,960	5,208
525	WATER PUMP OPERATOR I	4,324	4,540	4,767	5,006	5,256
526	RECORDS COORDINATOR	4,356	4,574	4,803	5,043	5,295
527	INFORMATION SYSTEMS COORDINATOR	4,369	4,587	4,817	5,057	5,310

<b>Salary Pay Table</b> <b>Pay Plan Category I - South Gate Municipal Employees Association (Civil Service)</b> <b>Effective 8-27-2019</b>
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		Step A	Step B	Step C	Step D	Step E
528	PUBLIC SAFETY SUPERVISOR	4,478	4,702	4,938	5,184	5,444
530	CUSTODIAL SUPERVISOR	4,482	4,706	4,941	5,188	5,448
531	POLICE RECRUIT	4,483	4,707	4,943	5,190	5,449
532	WATER DISTRIBUTION OPERATOR II	4,528	4,755	4,992	5,242	5,504
533	EQUIPMENT MECHANIC	4,531	4,758	4,996	5,246	5,508
534	SENIOR SECRETARY	4,575	4,804	5,044	5,296	5,561
535	EQUIPMENT OPERATOR	4,650	4,883	5,127	5,383	5,653
536	SENIOR TRAFFIC & SIGN PAINTER	4,676	4,910	5,155	5,413	5,684
537	COMMUNITY DEVELOPMENT TECH III	4,677	4,910	5,156	5,414	5,684
538	WATER SERVICE REPRESENTATIVE II	4,714	4,950	5,197	5,457	5,730
539	HOUSING SPECIALIST	4,758	4,996	5,245	5,508	5,783
540	ELECTRICIAN II	4,785	5,024	5,275	5,539	5,816
541	CODE ENFORCEMENT OFFICER	4,804	5,044	5,296	5,561	5,839
541	HUMAN RESOURCES TECHNICIAN	4,804	5,044	5,296	5,561	5,839
542	FACILITIES MAINTENANCE SPECIALIST	4,908	5,154	5,412	5,682	5,966
543	WATER DISTRIBUTION OPERATOR III	4,915	5,161	5,419	5,690	5,974
544	SENIOR COMMUNITY DEVELOPMENT TECH	5,007	5,258	5,521	5,797	6,087
545	GRAFFITI LEAD WORKER	5,020	5,271	5,535	5,811	6,102
545	STREET LEAD WORKER	5,020	5,271	5,535	5,811	6,102
546	SENIOR EQUIPMENT MECHANIC	5,084	5,338	5,605	5,886	6,180
546	SENIOR PARK EQUIPMENT MECHANIC	5,084	5,338	5,605	5,886	6,180
547	SEWER MAINTENANCE WORKER II	4,600	4,830	5,071	5,325	5,591
548	WATER PUMP OPERATOR II	5,168	5,427	5,698	5,983	6,282
550	ENGINEERING TECHNICIAN	5,341	5,608	5,888	6,182	6,492
551	BUILDING INSPECTOR	5,388	5,657	5,940	6,237	6,549
552	WATER LEAD WORKER	5,419	5,690	5,974	6,273	6,587
553	JOURNEY ELECTRICIAN	5,685	5,969	6,268	6,581	6,910
554	EQUIPMENT SUPERVISOR	5,812	6,102	6,407	6,728	7,064
554	STREET FOREMAN	5,812	6,102	6,407	6,728	7,064
555	GENERAL MAINTENANCE FOREMAN	5,882	6,176	6,485	6,809	7,149
556	LEAD ELECTRICIAN	6,060	6,363	6,681	7,016	7,366
557	WATER DISTRIBUTION FOREMAN	6,275	6,588	6,918	7,264	7,627
557	WATER OPERATIONS FOREMAN	6,275	6,588	6,918	7,264	7,627
558	WATER QUALITY & SYSTEM LEAD OPERATOR	5,690	5,974	6,273	6,587	6,916
559	GROUNDS MAINTENANCE SUPERVISOR	5,291	5,556	5,834	6,125	6,432
559	PARK FACILITIES MAINTENANCE SUPERVISOR	5,291	5,556	5,834	6,125	6,432
559	SENIOR CODE ENFORCEMENT OFFICER	5,291	5,556	5,834	6,125	6,432
560	SENIOR BUILDING INSPECTOR	5,927	6,223	6,534	6,861	7,204
566	RECREATION SPECIALIST	3,119	3,275	3,439	3,611	3,791

<b>Pay Plan Category L - Unclassified Hourly Employees (Flat-Rated)</b>		
<b>Effective 6-23-2019</b>		
<b>(No change)</b>		
<u>Range</u>	<u>Hourly Rate</u>	<u>Hourly Position</u>
999	\$ 18.86	Administrative Aide
999	\$ 22.73	Business License Inspector
999	\$ 15.65	Clerical Assistant I
999	\$ 16.94	Clerical Assistant II
999	\$ 19.30	Clerical Assistant III
999	\$ 19.76	Community Development Intern
999	\$ 18.73	Computer Information Systems (CIS) Aide
999	\$ 18.73	Computer Information Systems (CIS) Aide - Police
999	\$ 19.81	Court Officer
999	\$ 19.76	Engineering Aide
999	\$ 26.85	Family Violence Prevention Specialist
999	\$ 12.00	Intern
999	\$ 16.94	Maintenance Helper
999	\$ 21.61	Maintenance Service Worker
999	\$ 16.94	Mechanic Helper
999	\$ 24.50	Outdoor Power Equipment Mechanic
999	\$ 20.91	Police Cadet
999	\$ 22.82	Police Custodian of Records
999	\$ 15.09	Police Vehicle Service Attendant
999	\$ 20.91	Program Assistant
999	\$ 17.52	Public Safety Officer
999	\$ 15.02	Research Aide
998	\$ 12.00	Student Worker

<b>Pay Plan Category L - Unclassified Hourly Employees</b>						
<b>Effective 6-23-2019</b>						
<b>(No change)</b>						
<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Hourly Position</u>
997	\$12.00	\$12.60	\$13.23	\$13.89	\$14.59	Recreation Leader I (Rec Aide, Maint Aide I, Tutor Assistant)
996	\$13.20	\$13.86	\$14.55	\$15.28	\$16.04	Recreation Leader II (Rec Attendant, Maint Aide II, Tutor)
995	\$14.52	\$15.25	\$16.01	\$16.81	\$17.65	Recreation Leader III (Cashier, Golf Starter)
994	\$15.97	\$16.77	\$17.61	\$18.49	\$19.41	Recreation Leader IV (Recreation Leader, Sr. Golf Starter)
993	\$13.20	\$13.86	\$14.55	\$15.28	\$16.04	Lifeguard
995	\$14.52	\$15.25	\$16.01	\$16.81	\$17.65	Swim Instructor
992	\$15.97	\$16.77	\$17.61	\$18.49	\$19.41	Senior Lifeguard

<b>Pay Plan Category L - Unclassified Hourly Employees (Flat-Rated)</b> Effective 6-23-2019 (3.5% Increase)		
<u>Range</u>	<u>Hourly Rate Equivalent</u>	<u>Full-Time Classification - Hourly Equivalent</u>
		Municipal Employees' Association (MEA) Positions <i>Hourly Equivalent to 06/23/19 MEA Step A (Eff Council Action 12/12/17)</i>
999	\$18.52	City Hall Receptionist
999	\$27.71	Code Enforcement Officer
999	\$23.41	Community Development Technician II
999	\$22.33	Community Services Officer
999	\$22.02	Customer Service Representative
999	\$24.31	Electrician I
999	\$27.60	Electrician II
999	\$26.14	Equipment Mechanic
999	\$27.45	Housing Specialist
999	\$22.02	Intermediate Account Clerk
999	\$20.86	Intermediate Typist Clerk/Office Assistant
999	\$20.93	Park Facilities Maintenance Worker
999	\$21.66	Police Records Specialist

<b>Pay Plan Category L - Unclassified Hourly Employees</b> Effective 6-23-2019 (3.6% Increase)		
<u>Range</u>	<u>Hourly Rate Equivalent</u>	<u>Sworn Position - Hourly Equivalent</u>
999	\$41.82	Police Officer <i>Hourly Equivalent to 06/23/19 POA Step C (Eff Council Action 09/26/06)</i>

RECEIVED

AUG 22 2019

City of South Gate  
CITY COUNCIL

Item No. 4

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

5:30pm

AGENDA BILL

For the Regular Meeting of: August 27, 2019  
Originating Department: Administrative Services

Department Director:

  
Jackie Acosta

City Manager:

  
FOR MICHAEL FLAD  
Michael Flad

**SUBJECT:** RESOLUTION AMENDING THE HOURLY PAY TABLE TO UPDATE HOURLY RATES FOR HOURLY POSITIONS WITH FULL-TIME CLASSIFICATION TITLES, EFFECTIVE JUNE 23, 2019, AND TO CONFORM TO THE STATE MINIMUM WAGE LAW, WHICH WILL GO INTO EFFECT ON JANUARY 1, 2020

**PURPOSE:** To update the Hourly Pay Table for hourly positions with equivalent full-time classification titles, effective June 23, 2019, and to update the Hourly Pay Table to comply with the state minimum wage law, which becomes effective January 1, 2020.

**RECOMMENDED ACTION:** Adopt Resolution amending the Hourly Pay Table to update hourly rates for hourly positions with full-time classification titles, effective June 23, 2019, and to conform to the state minimum wage law, which will go into effect on January 1, 2020.

**FISCAL IMPACT:** There is no fiscal impact. Funding for the hourly rate changes was included in the Fiscal Year 2019/20 budget, in the appropriate accounts.

**ANALYSIS:** None

**BACKGROUND:** On December 12, 2017, the City Council took action to set the hourly rate for hourly positions with titles equivalent to Municipal Employee Association (MEA) full-time classifications at the hourly rate equivalent of Step A of the corresponding full-time classification. Earlier this year, effective June 23, 2019, the MEA full-time pay rates changed, and therefore, the Hourly Pay Table needs to be adjusted accordingly to reflect those changes. Thus, staff is recommending an increase to the hourly rates of the hourly positions with titles equivalent to MEA full-time classifications to the hourly rate equivalent of Step A of the salary range for the corresponding MEA full-time classification, effective June 23, 2019.

Additionally, on September 26, 2006, the City Council took action to set the hourly rate for hourly Police Officers at the hourly equivalent of Step C of the full-time Police Officer salary range. Earlier this year, effective June 23, 2019, the Police Officers Association (POA) full-time pay rates changed, and therefore, the Hourly Pay Table needs to be adjusted accordingly to reflect those changes. Thus, staff is recommending an increase to the hourly rate for hourly Police Officers to the hourly rate equivalent of Step C of the full-time Police Officer salary range, effective June 23, 2019.



Also, on April 4, 2016, California Governor Jerry Brown signed Senate Bill No. 3, which increases California's minimum wage each year so that it will reach \$15.00 per hour in 2022 (unless the increases are temporarily delayed at any point due to certain economic conditions).

Currently, California's minimum wage is \$12.00 per hour. The state minimum wage law will increase this amount for employers who employ 26 or more employees as follows:

- On January 1, 2020, to \$13.00 per hour
- On January 1, 2021, to \$14.00 per hour
- On January 1, 2022, to \$15.00 per hour

On January 1, 2020, the new California minimum wage will be \$13.00 per hour, which is equivalent to an 8.333% increase. As a result of the minimum wage increase, some of the City's hourly pay ranges will fall below the new hourly minimum wage and must be increased to comply with state law. To maintain existing separation between various hourly classifications and the minimum wage, staff recommends an 8.333% increase to all hourly positions, effective December 22, 2019 (the first day of the pay period which includes January 1, 2020).

**ATTACHMENTS:** 1. Proposed Resolution (including new Hourly Pay Tables)  
2. Hourly Pay Table, effective 6-23-19 (redlined)  
3. Hourly Pay Table, effective 12-22-19 (redlined)

**RESOLUTION NO. \_\_\_\_\_**

**CITY OF SOUTH GATE  
LOS ANGELES COUNTY, CALIFORNIA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE AMENDING THE HOURLY PAY TABLE TO UPDATE HOURLY RATES FOR HOURLY POSITIONS WITH FULL-TIME CLASSIFICATION TITLES, EFFECTIVE JUNE 23, 2019, AND TO CONFORM TO THE STATE MINIMUM WAGE LAW, EFFECTIVE JANUARY 1, 2020**

**WHEREAS**, on December 12, 2017, the City Council took action to set the hourly rate for hourly positions with titles equivalent to Municipal Employee Association (MEA) full-time classifications at the hourly rate equivalent of Step A of the corresponding full-time classification; and

**WHEREAS**, the MEA full-time pay rates changed on June 23, 2019, and therefore, the hourly rates for the hourly positions with titles equivalent to MEA full-time classifications need to be adjusted accordingly; and

**WHEREAS**, staff is recommending an increase to the hourly rates of the hourly positions with titles equivalent to MEA full-time classifications equal to the hourly rate equivalent of Step A of the salary range for the corresponding MEA full-time classification, effective June 23, 2019; and

**WHEREAS**, on September 26, 2006, the City Council took action to set the hourly rate for hourly Police Officers at the hourly rate equivalent of Step C of the full-time Police Officer salary range; and

**WHEREAS**, the Police Officers Association (POA) full-time pay rates changed on June 23, 2019, and therefore, the hourly rate for the hourly Police Officer position needs to be adjusted accordingly; and

**WHEREAS**, staff is recommending an increase to the hourly rate for hourly Police Officers to the hourly rate equivalent of Step C of the full-time Police Officer salary range, effective June 23, 2019; and

**WHEREAS**, on April 4, 2016, California Governor Jerry Brown signed Senate Bill No. 3, which increases California's minimum wage yearly so that it will reach \$15.00 per hour in 2022; and

**WHEREAS**, currently, California's minimum wage is \$12.00 per hour and state law will increase the minimum wage on January 1, 2020, to \$13.00 per hour; and

**WHEREAS**, as a result of the minimum wage increase, some of the City's hourly pay ranges will fall below the new hourly minimum wage and must be increased to comply with state law; and

**WHEREAS**, to maintain existing separation between various hourly classifications and the minimum wage, staff recommends that all hourly positions be increased by the same percentage as the minimum wage, which is 8.333%, effective December 22, 2019.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council hereby approves and adopts the proposed Hourly Pay Table, effective June 23, 2019, attached hereto as Exhibit "A."

**SECTION 2.** The City Council hereby approves and adopts the proposed Hourly Pay Table, effective December 22, 2019, attached hereto as Exhibit "B."

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED and ADOPTED** this 27<sup>th</sup> day of August 2019.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Jorge Morales, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk

(SEAL)

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Raul F. Salinas, City Attorney

**DRAFT**

<b>Pay Plan Category L - Unclassified Hourly Employees (Flat-Rated)</b>		
<b>Effective 6-23-2019</b>		
<b>(No change)</b>		
<u>Range</u>	<u>Hourly Rate</u>	<u>Hourly Position</u>
999	\$ 18.86	Administrative Aide
999	\$ 22.73	Business License Inspector
999	\$ 15.65	Clerical Assistant I
999	\$ 16.94	Clerical Assistant II
999	\$ 19.30	Clerical Assistant III
999	\$ 19.76	Community Development Intern
999	\$ 18.73	Computer Information Systems (CIS) Aide
999	\$ 18.73	Computer Information Systems (CIS) Aide - Police
999	\$ 19.81	Court Officer
999	\$ 19.76	Engineering Aide
999	\$ 26.85	Family Violence Prevention Specialist
999	\$ 12.00	Intern
999	\$ 16.94	Maintenance Helper
999	\$ 21.61	Maintenance Service Worker
999	\$ 16.94	Mechanic Helper
999	\$ 24.50	Outdoor Power Equipment Mechanic
999	\$ 20.91	Police Cadet
999	\$ 22.82	Police Custodian of Records
999	\$ 15.09	Police Vehicle Service Attendant
999	\$ 20.91	Program Assistant
999	\$ 17.52	Public Safety Officer
999	\$ 15.02	Research Aide
998	\$ 12.00	Student Worker

<b>Pay Plan Category L - Unclassified Hourly Employees</b>						
<b>Effective 6-23-2019</b>						
<b>(No change)</b>						
<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Hourly Position</u>
997	\$12.00	\$12.60	\$13.23	\$13.89	\$14.59	Recreation Leader I (Rec Aide, Maint Aide I, Tutor Assistant)
996	\$13.20	\$13.86	\$14.55	\$15.28	\$16.04	Recreation Leader II (Rec Attendant, Maint Aide II, Tutor)
995	\$14.52	\$15.25	\$16.01	\$16.81	\$17.65	Recreation Leader III (Cashier, Golf Starter)
994	\$15.97	\$16.77	\$17.61	\$18.49	\$19.41	Recreation Leader IV (Recreation Leader, Sr. Golf Starter)
993	\$13.20	\$13.86	\$14.55	\$15.28	\$16.04	Lifeguard
995	\$14.52	\$15.25	\$16.01	\$16.81	\$17.65	Swim Instructor
992	\$15.97	\$16.77	\$17.61	\$18.49	\$19.41	Senior Lifeguard

<b>Pay Plan Category L - Unclassified Hourly Employees (Flat-Rated)</b> Effective 6-23-2019 (3.5% Increase)		
<u>Range</u>	<u>Hourly Rate Equivalent</u>	<u>Full-Time Classification - Hourly Equivalent</u>
		Municipal Employees' Association (MEA) Positions <i>Hourly Equivalent to 06/23/19 MEA Step A (Eff Council Action 12/12/17)</i>
999	\$18.52	City Hall Receptionist
999	\$27.71	Code Enforcement Officer
999	\$23.41	Community Development Technician II
999	\$22.33	Community Services Officer
999	\$22.02	Customer Service Representative
999	\$24.31	Electrician I
999	\$27.60	Electrician II
999	\$26.14	Equipment Mechanic
999	\$27.45	Housing Specialist
999	\$22.02	Intermediate Account Clerk
999	\$20.86	Intermediate Typist Clerk/Office Assistant
999	\$20.93	Park Facilities Maintenance Worker
999	\$21.66	Police Records Specialist

<b>Pay Plan Category L - Unclassified Hourly Employees</b> Effective 6-23-2019 (3.6% Increase)		
<u>Range</u>	<u>Hourly Rate Equivalent</u>	<u>Sworn Position - Hourly Equivalent</u>
999	\$41.82	Police Officer <i>Hourly Equivalent to 06/23/19 POA Step C (Eff Council Action 09/26/06)</i>

<b>Pay Plan Category L - Unclassified Hourly Employees (Flat Rated)</b>		
<b>Effective 12-22-2019</b>		
<b>(Minimum Wage Increase - 8.333%)</b>		
<u>Range</u>	<u>Hourly Rate</u>	<u>Hourly Position</u>
999	\$ 20.43	Administrative Aide
999	\$ 24.63	Business License Inspector
999	\$ 16.96	Clerical Assistant I
999	\$ 18.35	Clerical Assistant II
999	\$ 20.91	Clerical Assistant III
999	\$ 21.40	Community Development Intern
999	\$ 20.29	Computer Information Systems (CIS) Aide
999	\$ 20.29	Computer Information Systems (CIS) Aide - Police
999	\$ 21.46	Court Officer
999	\$ 21.40	Engineering Aide
999	\$ 29.09	Family Violence Prevention Specialist
999	\$ 13.00	Intern
999	\$ 18.35	Maintenance Helper
999	\$ 23.41	Maintenance Service Worker
999	\$ 18.35	Mechanic Helper
999	\$ 26.54	Outdoor Power Equipment Mechanic
999	\$ 22.66	Police Cadet
999	\$ 24.72	Police Custodian of Records
999	\$ 16.34	Police Vehicle Service Attendant
999	\$ 22.66	Program Assistant
999	\$ 18.98	Public Safety Officer
999	\$ 16.27	Research Aide
998	\$ 13.00	Student Worker

<b>Pay Plan Category L - Unclassified Hourly Employees</b>						
<b>Effective 12-22-2019</b>						
<b>(Minimum Wage Increase - 8.333%)</b>						
<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Hourly Position</u>
997	\$13.00	\$13.65	\$14.33	\$15.05	\$15.80	Recreation Leader I (Rec Aide, Maint Aide I, Tutor Assistant)
996	\$14.30	\$15.01	\$15.77	\$16.55	\$17.38	Recreation Leader II (Rec Attendant, Maint Aide II, Tutor)
995	\$15.73	\$16.52	\$17.34	\$18.21	\$19.12	Recreation Leader III (Cashier, Golf Starter)
994	\$17.30	\$18.17	\$19.07	\$20.03	\$21.03	Recreation Leader IV (Recreation Leader, Sr. Golf Starter)
993	\$14.30	\$15.01	\$15.77	\$16.55	\$17.38	Lifeguard
995	\$15.73	\$16.52	\$17.34	\$18.21	\$19.12	Swim Instructor
992	\$17.30	\$18.17	\$19.07	\$20.03	\$21.03	Senior Lifeguard

<b>Pay Plan Category L - Unclassified Hourly Employees</b> Effective 12-22-2019 (No change)		
<u>Range</u>	<u>Hourly Rate Equivalent</u>	<u>Full-Time Classification - Hourly Equivalent</u>
		Municipal Employees' Association (MEA) Positions <i>Hourly Equivalent to 06/23/19 MEA Step A (Eff Council Action 12/12/17)</i>
999	\$18.52	City Hall Receptionist
999	\$27.71	Code Enforcement Officer
999	\$23.41	Community Development Technician II
999	\$22.33	Community Services Officer
999	\$22.02	Customer Service Representative
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999	\$27.60	Electrician II
999	\$26.14	Equipment Mechanic
999	\$27.45	Housing Specialist
999	\$22.02	Intermediate Account Clerk
999	\$20.86	Intermediate Typist Clerk/Office Assistant
999	\$20.93	Park Facilities Maintenance Worker
999	\$21.66	Police Records Specialist

<b>Pay Plan Category L - Unclassified Hourly Employees</b> Effective 12-22-2019 (No change)		
<u>Range</u>	<u>Hourly Rate Equivalent</u>	<u>Sworn Position - Hourly Equivalent</u>
999	\$41.82	Police Officer  <i>Hourly Equivalent to 06/23/19 POA Step C (Eff Council Action 09/26/06)</i>

<b>Pay Plan Category L - Unclassified Hourly Employees (Flat-Rated)</b>		
<b>Effective 6-23-2019</b>		
<b>(No change)</b>		
<b><u>Range</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Hourly Position</u></b>
999	\$ 18.86	Administrative Aide
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999	\$ 19.81	Court Officer
999	\$ 19.76	Engineering Aide
999	\$ 26.85	Family Violence Prevention Specialist
999	\$ 12.00	Intern
999	\$ 16.94	Maintenance Helper
999	\$ 21.61	Maintenance Service Worker
999	\$ 16.94	Mechanic Helper
999	\$ 24.50	Outdoor Power Equipment Mechanic
999	\$ 20.91	Police Cadet
999	\$ 22.82	Police Custodian of Records
999	\$ 15.09	Police Vehicle Service Attendant
999	\$ 20.91	Program Assistant
999	\$ 17.52	Public Safety Officer
999	\$ 15.02	Research Aide
998	\$ 12.00	Student Worker

<b>Pay Plan Category L - Unclassified Hourly Employees</b>						
<b>Effective 6-23-2019</b>						
<b>(No change)</b>						
<b><u>Range</u></b>	<b><u>Step A</u></b>	<b><u>Step B</u></b>	<b><u>Step C</u></b>	<b><u>Step D</u></b>	<b><u>Step E</u></b>	<b><u>Hourly Position</u></b>
997	\$12.00	\$12.60	\$13.23	\$13.89	\$14.59	Recreation Leader I (Rec Aide, Maint Aide I, Tutor Assistant)
996	\$13.20	\$13.86	\$14.55	\$15.28	\$16.04	Recreation Leader II (Rec Attendant, Maint Aide II, Tutor)
995	\$14.52	\$15.25	\$16.01	\$16.81	\$17.65	Recreation Leader III (Cashier, Golf Starter)
994	\$15.97	\$16.77	\$17.61	\$18.49	\$19.41	Recreation Leader IV (Recreation Leader, Sr Golf Starter)
993	\$13.20	\$13.86	\$14.55	\$15.28	\$16.04	Lifeguard
995	\$14.52	\$15.25	\$16.01	\$16.81	\$17.65	Swim Instructor
992	\$15.97	\$16.77	\$17.61	\$18.49	\$19.41	Senior Lifeguard



<b>Pay Plan Category L - Unclassified Hourly Employees (Flat-Rated)</b>		
<b>Effective 6-23-2019</b>		
<b>(3.5% Increase)</b>		
<b>Range</b>	<b>Hourly Rate Equivalent</b>	<b>Full-Time Classification - Hourly Equivalent</b>
		Municipal Employees' Association (MEA) Positions <i>Hourly Equivalent to 06/23/19 MEA Step A (Eff Council Action 12/12/17)</i>
999	\$18.52 <del>\$17.89</del>	City Hall Receptionist
999	\$27.71 <del>\$26.78</del>	Code Enforcement Officer
999	\$23.41 <del>\$22.62</del>	Community Development Technician II
999	\$22.33 <del>\$21.57</del>	Community Services Officer
999	\$22.02 <del>\$21.28</del>	Customer Service Representative
999	\$24.31 <del>\$23.49</del>	Electrician I
999	\$27.60 <del>\$26.67</del>	Electrician II
999	\$26.14 <del>\$25.26</del>	Equipment Mechanic
999	\$27.45 <del>\$26.52</del>	Housing Specialist
999	\$22.02 <del>\$21.28</del>	Intermediate Account Clerk
999	\$20.86 <del>\$20.15</del>	Intermediate Typist Clerk/Office Assistant
999	\$20.93 <del>\$20.22</del>	Park Facilities Maintenance Worker
999	\$21.66 <del>\$20.93</del>	Police Records Specialist

<b>Pay Plan Category L - Unclassified Hourly Employees</b>		
<b>Effective 6-23-2019</b>		
<b>(3.6% Increase)</b>		
<b>Range</b>	<b>Hourly Rate Equivalent</b>	<b>Sworn Position - Hourly Equivalent</b>
999	\$41.82 <del>\$40.360</del>	Police Officer <i>Hourly Equivalent to 06/23/19 POA Step C (Eff Council Action 09/26/06)</i>

<b>Pay Plan Category L - Unclassified Hourly Employees (Flat Rated)</b>			
<b>Effective 12-22-2019</b>			
<b>(Minimum Wage Increase - 8.333%)</b>			
<b>Range</b>	<b>Hourly Rate</b>		<b>Hourly Position</b>
999	\$ 20.43	<del>18.86</del>	Administrative Aide
999	\$ 24.63	<del>22.73</del>	Business License Inspector
999	\$ 16.96	<del>15.65</del>	Clerical Assistant I
999	\$ 18.35	<del>16.94</del>	Clerical Assistant II
999	\$ 20.91	<del>19.30</del>	Clerical Assistant III
999	\$ 21.40	<del>19.76</del>	Community Development Intern
999	\$ 20.29	<del>18.73</del>	Computer Information Systems (CIS) Aide
999	\$ 20.29	<del>18.73</del>	Computer Information Systems (CIS) Aide - Police
999	\$ 21.46	<del>19.81</del>	Court Officer
999	\$ 21.40	<del>19.76</del>	Engineering Aide
999	\$ 29.09	<del>26.85</del>	Family Violence Prevention Specialist
999	\$ 13.00	<del>12.00</del>	Intern
999	\$ 18.35	<del>16.94</del>	Maintenance Helper
999	\$ 23.41	<del>21.61</del>	Maintenance Service Worker
999	\$ 18.35	<del>16.94</del>	Mechanic Helper
999	\$ 26.54	<del>24.50</del>	Outdoor Power Equipment Mechanic
999	\$ 22.66	<del>20.91</del>	Police Cadet
999	\$ 24.72	<del>22.82</del>	Police Custodian of Records
999	\$ 16.34	<del>15.09</del>	Police Vehicle Service Attendant
999	\$ 22.66	<del>20.91</del>	Program Assistant
999	\$ 18.98	<del>17.52</del>	Public Safety Officer
999	\$ 16.27	<del>15.02</del>	Research Aide
998	\$ 13.00	<del>12.00</del>	Student Worker

<b>Pay Plan Category L - Unclassified Hourly Employees</b>						
<b>Effective 12-22-2019</b>						
<b>(Minimum Wage Increase - 8.333%)</b>						
<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Hourly Position</b>
997	\$13.00	\$13.65	\$14.33	\$15.05	\$15.80	Recreation Leader I (Rec Aide, Maint Aide I, Tutor Assistant)
996	\$14.30	\$15.01	\$15.77	\$16.55	\$17.38	Recreation Leader II (Rec Attendant, Maint Aide II, Tutor)
995	\$15.73	\$16.52	\$17.34	\$18.21	\$19.12	Recreation Leader III (Cashier, Golf Starter)
994	\$17.30	\$18.17	\$19.07	\$20.03	\$21.03	Recreation Leader IV (Recreation Leader, Sr. Golf Starter)
993	\$14.30	\$15.01	\$15.77	\$16.55	\$17.38	Lifeguard
995	\$15.73	\$16.52	\$17.34	\$18.21	\$19.12	Swim Instructor
992	\$17.30	\$18.17	\$19.07	\$20.03	\$21.03	Senior Lifeguard

<b>Pay Plan Category L - Unclassified Hourly Employees</b> Effective 12-22-2019 (No change)		
<u>Range</u>	<u>Hourly Rate Equivalent</u>	<u>Full-Time Classification - Hourly Equivalent</u>
		Municipal Employees' Association (MEA) Positions <i>Hourly Equivalent to 06/23/19 MEA Step A (Eff Council Action 12/12/17)</i>
999	\$18.52	City Hall Receptionist
999	\$27.71	Code Enforcement Officer
999	\$23.41	Community Development Technician II
999	\$22.33	Community Services Officer
999	\$22.02	Customer Service Representative
999	\$24.31	Electrician I
999	\$27.60	Electrician II
999	\$26.14	Equipment Mechanic
999	\$27.45	Housing Specialist
999	\$22.02	Intermediate Account Clerk
999	\$20.86	Intermediate Typist Clerk/Office Assistant
999	\$20.93	Park Facilities Maintenance Worker
999	\$21.66	Police Records Specialist

<b>Pay Plan Category L - Unclassified Hourly Employees</b> Effective 12-22-2019 (No change)		
<u>Range</u>	<u>Hourly Rate Equivalent</u>	<u>Sworn Position - Hourly Equivalent</u>
999	\$41.82	Police Officer  <i>Hourly Equivalent to 06/23/19 POA Step C (Eff Council Action 09/26/06)</i>

**RECEIVED**

AUG 22 2019

**City of South Gate**  
CITY COUNCIL

**Item No. 5**

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

4:25pm

**AGENDA BILL**

For the Regular Meeting of: August 27, 2019

Originating Department: Public Works

Department Director: \_\_\_\_\_

*Arturo Cervantes*  
Arturo Cervantes

City Manager: \_\_\_\_\_

*Michael Flad*  
Michael Flad

**SUBJECT: RESOLUTION APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM FUNDS AND AGREEING TO ACCEPT THE URBAN ORCHARD DEMONSTRATION PROJECT UPON COMPLETION**

**PURPOSE:** The City established a Partnership with The Trust for Public Land (TPL) to pursue grant funds and develop the Urban Orchard Demonstration Project (Project). On August 5, 2019, TPL submitted a Turn-Key Project grant application to the California Department of Parks and Recreation (State) to pursue a grant in the amount of \$7,415,000 for Statewide Park Development and Community Revitalization Grant Program funds for the Project. TPL and the City are required to each submit Resolutions approving the application that outlines the respective responsibilities.

**RECOMMENDED ACTION:** Adopt Resolution approving the submittal of a grant application by The Trust for Public Land to the California Department of Parks and Recreation for Statewide Park Development and Community Revitalization Grant Program for the construction of the Urban Orchard Demonstration Project and City agreeing to accept this Project and contract obligations upon completion.

**FISCAL IMPACT:** There is no fiscal impact to the General Fund. The grant application is a request for \$7,415,000 in funds for the construction of the Project. No matching funds are required. TPL prepared the grant application at no cost to the City.

**ALIGNMENT WITH COUNCIL GOALS:** The action before the City Council meets the City Council's goal to "Continue Infrastructure Improvements." The goal set was to pursue grant funding for the Urban Orchard Demonstration Project.

**ANALYSIS:** The City has partnered with the Trust for Public Land (TPL) for the delivery of the Urban Orchard Demonstration Project. As a part of their commitment to the City, TPL is applying for grant funds for the project. On August 5, 2019, TPL submitted a grant application for the Statewide Park Development and Community Revitalization Grant Program. In order to continue in the application review process, the project sponsors must submit a resolution of the governing boards. In this case, both TPL and the City must submit a Resolution. The City Council must adopt the proposed Resolution to meet this requirement. The Resolution must be submitted to the California Department of Parks and Recreation.

The proposed Resolution before the City Council commits to the following:

- (a) Approves TPL's submittal of a grant application for the Statewide Park Development and Community Revitalization Program for the Urban Orchard Demonstration Project;
- (b) The City confirms its intention to accept the Urban Orchard Demonstration Project and contract obligations from TPL, upon successful completion of the project and State's approval of the transfer, and
- (c) TPL and City will comply with the contract provisions for a term of 30-years.

**BACKGROUND:** The Urban Orchard Demonstration Project is part of the Capital Improvement Program. It proposes to construct a new park, next to the Los Angeles River and the I-710 Freeway. The park features passive recreational elements, as well as several environmental elements, such as storm water quality, and water conservation. The park's amenities include: a constructed wetland, wetland overlook, an orchard, an education garden, natural play area, multi-use exercise loops, a multi-use building and sculptural art locations.

The Urban Orchard Demonstration Project is funded by several grant programs in the amount of \$13,232,501. The requested amount of \$7,415,000 is needed to close a funding gap in soft and hard costs. The grant funds will be used for construction management and inspection, and site amenities including lighting, art and signage, and a multi-use building.

The grant program is being offered by the California Department of Parks and Recreation. Highlights of the program are the following:

- Competitive grant to create new parks and recreation opportunities in underserved communities.
- \$650 million in grant funds are available, under various grant programs.
- Maximum grant request per application is \$8.5 million. No matching funds are required.
- Requires a Resolution to be adopted by the governing bodies.

**ATTACHMENTS:** A. Proposed Resolution  
B. TPL's Resolution

GD:lc

RESOLUTION NO. \_\_\_\_\_

CITY OF SOUTH GATE  
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, APPROVING THE SUBMITTAL OF A GRANT APPLICATION BY THE TRUST FOR PUBLIC LAND TO THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION GRANT PROGRAM FUNDS FOR THE CONSTRUCTION OF THE URBAN ORCHARD DEMONSTRATION PROJECT AND CITY AGREEING TO ACCEPT THIS PROJECT AND CONTRACT OBLIGATIONS UPON COMPLETION

**WHEREAS**, the Trust for Public Land (“Applicant”) and the City of South Gate (“City”) are developing a 30-acre recreational park known as the Urban Orchard Demonstration Project (“Project”); and

**WHEREAS**, Applicant intends to apply for State grant funding from California’s Statewide Park Development and Community Revitalization Grant Program (“Program”) for the construction of the Project; and

**WHEREAS**, the California Department of Parks and Recreation (“DPR”) has been delegated the responsibility by the Legislature of the State of California for the administration of the Program, setting up necessary procedures governing grant applications; and

**WHEREAS**, if successful in obtaining the grant, Applicant will enter into a contract with the State of California (“Contract”) to complete the Project; and

**WHEREAS**, this grant application is for a “Turn-Key Project”, because the Applicant will complete the Project with the intent to transfer the Project and Contract obligations to the City for long term maintenance and operations once the Project is complete; and

**WHEREAS**, City will accept the Project and Contract obligations from the Applicant upon successful completion of the Project and the State’s approval of the transfer of the Project and Contract to the City, should the grant be awarded; and

**WHEREAS**, if the grant is awarded, the term of the Contract will be 30 years from the completion of the Project, and Applicant (prior to the transfer) and the City (following the transfer) will be required to comply with the Contract provisions through that entire 30-year period; and

**WHEREAS**, because Applicant intends to transfer the Project and the Contract to the City upon completion of the Project, the DPR's Program procedures require the City to certify by resolution the approval of Applicant's submission of the grant application to the State and certain matters pertaining to the Contract; and

**WHEREAS**, no matching funds are required by the City or other fiscal impact from the City;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council hereby approves the Applicant's submittal of an application for grant funding under the Program for the construction of the Project.

**SECTION 2.** The City Council hereby confirms that it intends to accept the Project and Contract obligations from Applicant upon successful completion of the Project and the State's approval of the transfer, should the grant be awarded.

**SECTION 3.** If the grant is awarded, the City shall direct Applicant to comply with the Contract provisions through Project completion for 30 years, or until the DPR approves the transfer of the Contract obligations to the City, whichever is earlier.

**SECTION 4.** If the Contract is assigned from Applicant to the City prior to the expiration of the Contract's 30-year term, the City shall thereafter comply with the Contract provisions until the end of that term.

**SECTION 5.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

[Remainder of page left blank intentionally]

PASSED, APPROVED and ADOPTED this 27<sup>th</sup> day of August 2019.

CITY OF SOUTH GATE:

By: \_\_\_\_\_  
Jorge Morales, Mayor

ATTEST:

By: \_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

APPROVED AS TO FORM  
**DRAFT**  
By: \_\_\_\_\_  
Raul M. Salinas, City Attorney



**RESOLUTION OF THE Park Approval and Review Committee of The Trust for  
Public Land  
Approving the Application for  
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION  
PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

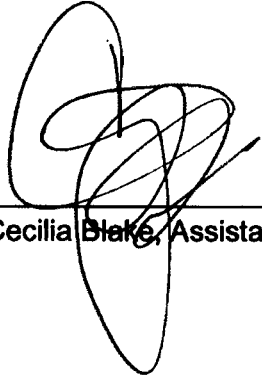
NOW, THEREFORE, BE IT RESOLVED that the Park Approval and Review Committee of The Trust for Public Land hereby:

APPROVES THE FILING OF AN APPLICATION for the Urban Orchard Project; and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and
2. Certifies that if the project is awarded, the City of South Gate, the titleholder, has provided the Applicant assurances that it has or will have sufficient funds to operate and maintain the project; or will secure the resources to do so, it being the intention that the City of South Gate shall assume all grant contract obligations after the Applicant completes the design and construction of the project improvements; and
3. Certifies that Applicant will comply with the grant contract provisions until the State approves the transfer of the grant contract obligations to the City of South Gate; and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
5. Delegates the authority to the California State Director, or designee, to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and
7. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the 6<sup>th</sup> day of August 2019. I, the undersigned, a duly appointed Assistant Secretary of The Trust for Public Land, a nonprofit corporation organized under the laws of the State of California and classified thereunder as a public benefit

corporation, hereby certify that the foregoing Resolution was duly adopted in accordance with the Bylaws of The Trust for Public Land by the Park Approval and Review Committee, under delegation to it by the Board of Directors and the President of The Trust for Public Land, by consent agenda of said Park Approval and Review Committee, and that said resolution has not been modified or rescinded.



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Cecilia Blake, Assistant Secretary

RECEIVED

# City of South Gate

Item No. 6

CITY COUNCIL

AUG 22 2019

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

4:25pm

## AGENDA BILL

For the Regular Meeting of: August 27, 2019

Originating Department: Public Works

Department Director:

*Arturo Cervantes*

City Manager:

*Michael Flad*

**SUBJECT: AGREEMENT WITH NATIONAL PLANT SERVICES, INC., FOR SANITARY SEWER MAIN CLOSED CIRCUIT TELEVISION INSPECTION SERVICES**

**PURPOSE:** The City owns, operates and maintains a sanitary sewer system that must comply with the State's regulatory requirements. According to the State Water Resources Control Board, as well as the City's Sanitary Sewer Management Plan, the sewer system must be visually inspected for deficiencies on a multi-year cycle to reduce the potential for sewage overflows and leaks. The proposed Agreement is necessary to implement this inspection requirement, as well to secure an as-needed maintenance services contractor.

**RECOMMENDED ACTIONS:**

- a. Approve Agreement with National Plant Services, Inc., for Sanitary Sewer Main Closed Circuit Television Inspection and As-needed Maintenance Services for a three-year term commencing September 1, 2019, in an annual amount not to exceed \$100,000, for a total amount of \$300,000; and
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

**FISCAL IMPACT:** Funds, in the amount of \$100,000, were included in the Fiscal Year 2019/20 budget for Sanitary Sewer Main Closed Circuit Television Inspection Services in Account No. 412-732-52-6101 (Sewer Fund – Professional Services).

**ANALYSIS:** On May 2, 2006, the State Water Resources Control Board adopted the "Statewide General Waste Discharge Requirements (WDR) and Monitoring Program" by issuing Order No. 2006-003-DWQ. The WDR Program requires owners and operators of sanitary sewer systems to adopt a Sanitary Sewer Management Plan (SSMP). The SSMP describes the activities to be utilized to manage the sewer system. Under the SSMP, sewer systems are required to be visually inspected on a multi-year cycle to reduce the potential for sewage overflows and leaks.

The City's SSMP sets a ten-year inspection cycle, which equates to inspecting approximately 10% (13 miles) of the sanitary sewer system annually. The proposed contract implements that inspection requirement for the next three years at a cost of \$75,000 annually. Additionally, the proposed contract includes a \$25,000 annual budget for as-needed maintenance services. This element of the contract is to address unforeseen conditions such as emergency that may arise throughout the year. As-needed maintenance services include: (a) removing roots, grease, silt, and debris from sewer lines, (b) vacuum truck cleaning and jetting, (c) power bucketing and troubleshooting, and (d) spot video inspections. The contractor will be available 24-hours a day, 7 days a week, for emergency callouts.

The \$467,000 fee proposal provided by National Plant Services, Inc., included a \$330,000 for inspection services and \$137,000 for as-needed maintenance services. Staff is recommending a three-year contract that includes \$225,000 for inspection services and \$75,000 for as-needed maintenance services. This proposed meets the City's \$100,000 annual budget.

**BACKGROUND:** The City’s sanitary sewer system serves residential, commercial and industrial lands uses Citywide. It is composed of 119 miles of sewer mains, 2,444 manholes and 19,533 service laterals (Attachment B). As an owner and operator of the sewer system, the City must manage it in a manner that leads to reducing the potential for sewer overflows and leaks. Tree roots, broken lines, debris, etc. are common causes of overflows and leaks, which may go undetected without visual inspections. That said, the City’s SSMP requires that the sewer system be visually inspected annually. Visual inspections allow Public Works staff to assess the condition of the system, and plan for repairs when needed.

Staff is recommending that the City Council approve the proposed agreement with National Plant Services, Inc., pursuant to a competitive Request for Proposal process.

On February 26, 2019, a Request for Proposals (RFP) for CCTV Inspection Services was issued to five service providers. Four proposals were received on April 8, 2019, and are listed below:

<u>Name</u>	<u>Bid Schedule – For Cost Evaluation Purposes</u>
National Plant Services	\$467,000
Houston & Harris PCS	\$512,136
Empire Pipe Cleaning Equip.	\$568,100
Nor-Cal Pipeline	\$619,500

The proposals were evaluated and ranked by a panel consisting of the City’s Field Operations Manager and Water Division Manager, and a Utility Consultant. The evaluation weighed factors such as qualifications, experience, costs, safety records, resources, references, and familiarity with City maintenance standards. Based on the evaluation, National Plant Services, Inc., received the highest ranking and is recommended for the contract.

Located in the City of Long Beach, National Plant Services, Inc., exhibits the ability, capacity and experience to provide the needed services. This company operates with approximately 35 employees and delivers about \$2 million in services annually, with contracts that range up to \$10 million. National Plant Services, Inc., has been in the business for over 30 years. The company has provided CCTV Inspection Services to South Gate. They have a similar contract with the cities of Los Angeles, San Jose, and Lynwood.

- ATTACHMENTS:**
- A. Proposed Service Agreement
  - B. Sewer Map
  - C. Proposal Schedule

AA:lc

**AGREEMENT FOR SANITARY SEWER MAIN CLOSED CIRCUIT TELEVISION  
INSPECTION SERVICES BETWEEN THE CITY OF SOUTH GATE  
AND NATIONAL PLANT SERVICES, INC.**

This Agreement for Sanitary Sewer Main Closed Circuit Television (“CCTV”) Inspection Services (“Agreement”) is made and entered into on August 27, 2019, and is effective September 1, 2019, by and between the City of South Gate, a municipal corporation (“City”), and National Plant Services, Inc., a California corporation (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

**RECITALS:**

**WHEREAS**, City desires to contract for CCTV Inspection Services and as-needed services which are required for CCTV Inspection Services; and

**WHEREAS**, Contractor has represented that it is duly licensed and has the management, maintenance, and operating personnel necessary to provide the CCTV Inspection Services described in this Agreement.

**NOW, THEREFORE**, Parties hereby agree as follows:

**I. PARTIES, TERM, AND SCOPE OF SERVICES.**

Section 101. Parties to the Agreement.

The Parties to this Agreement are:

- A. The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, CA 90280.
- B. National Plant Services, Inc., a California corporation, having its principal office at 1461 Harbor Avenue, Long Beach, CA 90813.

Section 102. Representatives of the Parties and Service of Notices.

The representatives of the respective 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:

Arturo Cervantes, P.E.  
Assistant City Manager/Director of Public Works  
Public Works Department  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

With a courtesy notice to:

Raul F. Salinas  
City Attorney  
8650 California Avenue  
South Gate, CA 90280

Carmen Avalos  
City Clerk  
8650 California Avenue  
South Gate, CA 90280

B. The principal representative of the Contractor shall be:

Dennis Keene, President  
1461 Harbor Avenue  
Long Beach, CA 90813

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, or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

#### Section 103. Term of Agreement.

A. The term of this Agreement shall be for a period of 3-years, commencing September 1, 2019 through and including August 31, 2022.

B. Performance under this Agreement shall not commence until the Contractor has satisfied the City's insurance requirements pursuant to Section 601.

#### Section 104. Scope of Work.

The Scope of Work/Proposal Schedule are identified on Exhibit "A" attached hereto.

## **II. DUTIES AND POWERS OF THE CITY.**

#### Section 201. Field Operations Manager.

A. The Field Operations Manager or his designee shall be responsible for the administration of this Agreement and is authorized to issue to the Contractor directives concerning the performance of the work required by this Agreement, and the required levels of service.

- B. In addition to subparagraph A above, the City's Field Operations Manager shall have responsibility for the ongoing supervision of Contractor's performance under this Agreement and shall monitor the satisfactory completion of all Sewer Main Inspection Services required hereunder. Pursuant to Section 505 hereof, the Field Operations Manager or his Designee shall have authority to initiate the "Failure to Perform Notification" and to determine the reduction in the amounts to be paid by City to Contractor.

Section 202. Rejection of Contractor's Personnel.

City may conduct background investigations, credit and/or criminal in its discretion, and to reject any custodian or supervisor on the Contract's workforce. Contractor agrees to reasonably cooperate, subject to California law, in such investigations. In the event of such rejection, Contractor shall replace such employee in a timely manner so as not to adversely affect the Contractor's performance under this Agreement.

Section 203. Availability of Materials.

City may purchase from any source (subject to the requirements of South Gate Municipal Code Chapter 1.54) essential material for the repair/support of operational activities for safety concerns and/or to protect City property, when the Contractor does not have the necessary material immediately available.

Section 204. Preferential Pricing.

City shall be given the benefit of any lower prices which may, for comparable quantity and delivery, be given by the Contractor to any other municipal, state, or county government agency for the products listed herein.

Section 205. Product Substitution/Manufacturer's Brand Change.

**This contract does NOT allow for product substitutions without written authorization by an Authorized City Representative.** If, during the course of the contract, there is a manufacturer's brand change, Contractor shall not automatically substitute product. Contractor shall submit specifications, brochures and/or a sample (upon request), for approval prior to any future shipment. In addition, Contractor shall provide Safety Data Sheets for each material to be used to comply with OSHA and Hazard Communication regulations.

If the new brand is accepted, all other terms, conditions and prices shall remain in effect. No substitutions shall be made without prior written permission by City.

Section 206. Failure of Contractor to Provide the Service/Products As Agreed.

If in the opinion of City, Contractor at any time during the term of the contract fails to properly and satisfactorily perform the service called for in the contract, or otherwise fails or neglects to comply with the terms of the contract, City may make arrangements

elsewhere for the material/service, or any part thereof, and hold Contractor responsible for re-procurement costs incurred by City.

**It is specifically provided and agreed that time shall be of the essence in regard to the Contract performance requirement.** Unacceptable performance may include but not limited to: late/nonperformance, partial performance, performance not meeting specification, giving wrong prices, and invoicing problems.

Section 207. Liquidated Damages.

- A. If Contractor fails to perform the services within the time specified in this contract, or any extension thereof, Contractor shall, in place of actual damages, pay to City as fixed, agreed, and liquidated damages for each calendar day of delay the sum of \$500.00.
- B. Alternatively, if the performance is so delayed, City may terminate the contract in whole or in part under the Termination for Default clause of the contract and in that event, Contractor shall be liable for fixed, agreed and liquidated damages accruing until the time City may reasonably obtain performance of similar services. The liquidated damages shall be in addition to excess costs under the Termination Default clause.
- C. Contractor shall not be charged with liquidated damages when the delay in performance arises out of causes beyond the control and without the fault or negligence of Contractor as defined in the Termination for Default clause in this contract.

**III. DUTIES AND POWERS OF THE CONTRACTOR.**

Section 301. Independent Contractor Status.

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

Section 302. Scope of Work: General.

- A. The Scope of Work/Proposal Schedule are identified on Exhibit "A" attached hereto.

Section 303. Contractor's Personnel – General Provisions.

- A. Contractor shall be solely responsible for the satisfactory work performance of all employees and their compliance with all reasonable performance standards established by City.



- B. Contractor 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.
- C. Contractor shall indemnify and hold harmless City from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.
- D. Contractor shall determine the number of skilled custodians required to perform the daily, nightly, weekly or monthly services required under this Agreement.
- E. Contractor's work crews shall be supervised by a Lead worker/Supervisor who is able to communicate effectively in English both orally and in writing. A temporary Lead worker/Supervisor shall be appointed to supervise in the absence of the Lead worker/Supervisor. Contractor shall notify the City's Electrical and General Maintenance Superintendent or his Designee of any such temporary designation prior to the commencement of any work shift.
- F. Contractor shall maintain a 24-hour answering service, seven (7) days a week, for the purpose of receiving and responding to any emergency requests from City personnel. The telephone number for the answering service is 800-792-9690.
- G. Contractor shall, at all times, enforce strict discipline upon its employees and shall neither employ, nor allow to remain in its employment, any person deemed by Contractor to be unfit.
- H. Contractor shall observe all laws, ordinances, rules and regulations relating to the use and conservation of water, heat and electricity, fire prevention, and smoking.
- I. The Electrical and General Maintenance Superintendent or his Designee shall control the issuance and use of security codes and fob keys to the City's Facilities, and Contractor shall observe all procedures relating thereto; Contractor's employees shall be instructed as to the proper use of keys, special alarm systems, and areas which must remain secured.
- J. Contractor's employees shall not disturb documents on desks, open drawers or cabinets, use televisions, telephones or radios, drink or gamble while on duty, or loiter in or on the Facilities after normal working hours; or otherwise tamper with, utilize or remove any City property or private property located at Facility. Violation of the terms of this paragraph shall be grounds for termination of this Agreement pursuant to Section 608 of this Agreement.
- K. Contractor's employees shall not rummage through, remove (except in the ordinary course of disposal), or otherwise inspect materials contained in the waste paper receptacles. The disturbance, removal or inspection of said materials shall be grounds for termination of this Agreement pursuant to Section 608 of this Agreement.

**Section 304. Work Schedule and Holidays.**

City reserves the right to approve, review and to modify the work hours and the work schedule. City shall notify Contractor in writing not less than one week in advance of any such modification. A copy of the City's holiday schedule will be provided prior to the beginning of each fiscal year.

**Section 305. Uniforms and Identification.**

- A. Contractor's personnel shall wear standard uniforms provide by the Contractor. Such uniforms shall identify Contractor's employees at all times while performing services under this Agreement.
- B. Contractor shall provide at no cost to City, each authorized employee with an identification card approved by the Electrical and General Maintenance Superintendent or his Designee for the purpose of entering and exiting the City Facilities.

**Section 306. Vehicles and Parking.**

- A. All vehicles and equipment utilized by Contractor in performing services under this Agreement shall be marked with appropriate identification of Contractor's company.
- B. Contractor shall park its vehicles and equipment in designated parking areas, or in locations to not impede normal vehicular or pedestrian traffic.

**IV. PERFORMANCE STANDARDS.**

**Section 401. Quality of Work.**

- A. All services hereunder shall be performed in accordance with the optimum professional standards and practices relating to cleanliness, hygiene and public health and in accordance with all applicable federal, state, county and City laws, ordinances and regulations.
- B. City's Field Operations Manager or his Designee shall have the right to inspect all work and to approve or reject the work performed and the cleaning materials used by Contractor.
- C. Any failure or refusal by Contractor to perform the services required hereunder, or to correct poor workmanship or sub-standard performance, may result in the initiation of the "Failure to Perform Notification" as provided for in Section 505.

**Section 402. Work Schedules.**

Contractor's services shall be provided pursuant to the work schedules as approved from time to time by City. Contractor shall not be responsible or liable for any failure or delay

in performance as a consequence of natural disasters, fire, acts of the government, or civil disorders.

**Section 403. Labor Strikes.**

Contractor shall provide continuous services pursuant to this Agreement. In the event of any labor strike affecting Contractor's personnel, Contractor shall, at its sole cost and expense, take such actions as may be necessary to avoid any interruption of the services hereunder. Contractor's failure to do so shall entitle City to take appropriate action so as to provide for the continuation of such services, and the cost thereof shall be borne by Contractor.

**V. COMPENSATION AND PAYMENTS.**

**Section 501. Compensation.**

The compensation to be paid by City to Contractor for services rendered and materials supplied under this Agreement shall be One-Hundred Thousand Dollars (\$100,000) annually for a three year term, for a total amount of Three-Hundred Thousand Dollars (\$300,000). Any future adjustment in such compensation shall be subject to the mutual agreement of the Parties. Annual CPI price adjustments are subject to approval by the City Council.

**Section 502. Invoicing.**

Contractor shall, not later than the fifth working day of each month following the month in which services are rendered, submit to City an invoice documenting Contractor's services during the preceding month. Such invoice shall be accompanied by the certified payroll records described in Section 504.

**Section 503. Payment.**

Subject to any deductions which may be imposed pursuant to Section 505, compensation shall be paid by City to Contractor within sixty (60) working days after receipt by City of Contractor's invoice for services rendered and the certified payroll records described in Section 504.

**Section 504. Certified Payroll Records.**

- A. Contractor shall comply with all applicable provisions of Sections 1776, 1777.5 and 1777.7 of the California Labor Code and shall submit certified payroll records with each monthly invoice or other request for payment. No invoice or other request for payment will be processed by City in the absence of such certified payroll records.
- B. Contractor shall be responsible for compliance with Section 1776 of the California Labor Code and shall insert a provision in all subcontracts, if any, requiring subcontractors to comply with said Section.

Section 505. Deductions from Monthly Progress Payments.

If Contractor fails to perform any of the services specified in Section 302 (B) above, then the City's Field Operations Manager or his Designee shall give written notice thereof to the Contractor's Lead worker/Supervisor. Such notice shall be entitled "Failure to Perform Notification" and shall state the nature of the services which were not performed, the Facility involved, and the date or dates the services were omitted. This notice shall also set for the computations of the Field Operations Manager or his Designee as to the appropriate deduction proposed to the Contractor. Such proposed deductions from the monthly payment shall be subject to prior discussions between the Parties.

Section 506. Taxes.

Contractor shall have the sole responsibility for the payment of all federal, state and local taxes, and for all unemployment contributions and other required set asides and deductions.

**VI. GENERAL TERMS AND CONDITIONS.**

Section 601. Insurance.

Contractor shall secure and maintain, and require its subcontractor(s) to secure and maintain, the minimum amounts of coverage listed below to protect against claims that may arise from operations under the contract, whether such operations are by Contractor or anyone directly or indirectly employed by them. All coverage shall be from a source acceptable to City.

All Contractors, and their approved subcontractors, shall have Commercial General Liability (CGL) and Commercial (Business) Automobile Liability (CA or BA).

Workers' Compensation (WC). Throughout the term of this Agreement, Contractor shall obtain and maintain worker's compensation and employer's liability insurance as required by the laws of the State of California. Such insurance coverage shall include a waiver of subrogation against City and shall provide that it may not be canceled or reduced in coverage without thirty (30) days prior written notice to City. A certificate evidencing such insurance shall be filed with City prior to the commencement of services hereunder.

It shall be Contractor's responsibility, not City's, to monitor its subcontractor(s) for compliance with the insurance requirements described in this Section.

Failure of Contractor to obtain or maintain the required coverage or furnish the required certificates, endorsements, or policies shall constitute a material breach of this Agreement and may result in termination of Agreement. Further, failure of Contractor to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements and policies as described in this Section

shall also constitute a material breach of, and may result in, termination of Contractor's Agreement.

In lieu of termination, City reserves the right to purchase the required coverage(s) on Contractor's behalf. However, the cost of any insurance purchased shall be the responsibility of, and paid for by Contractor.

#### Section 602. Evidence of Insurance.

Satisfactory Evidence of Insurance shall be provided to City. All Certificates and endorsements shall be signed by an authorized representative of the insurance carrier. City reserves the right to require the original Certificate(s)/endorsement(s) and/or to require copies of Contractor's insurance policy(ies). Insurance Certificates are required to have a 30-day nonrenewal/cancellation notice clause and shall include NAMED ADDITIONAL INSURED ENDORSEMENTS as indicated below.

Satisfactory Evidence of Insurance must be submitted and approved by City prior to providing any product or service covered under this Agreement, unless an extension is authorized by City.

#### Section 603. Additional Insured.

The CGL and CA/BA policies shall be endorsed to name the following as additional insured:

- 1) City of South Gate.

#### Section 604. Rating of Insurer.

All policies shall be from admitted insurers with an A.M. Best rating of at least A-II, except for the State Fund for W/C. Coverage provided by the California State Compensation Insurance Fund (State Fund) is acceptable. City reserves the right to approve other carriers if found acceptable to City's risk management and insurance services.

#### Section 605. Minimum Required Coverage.

1. Comprehensive General Liability Insurance: (include products liability coverage, when applicable); \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence combined single limit. (CSL)
3. Workers' Comprehensive Insurance: as required by the State Statutes.
4. City of South Gate to be named as an Additional Insured to the above-captioned insurance coverage's as respects City's interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate to City prior to award of contract and commencement of work under this contract; and by presenting to City an endorsement to the policy, signed by an officer of the insurance company within thirty

(30) days of the inception date of this Agreement.

5. All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.

Insurance policies to be in a form written through companies acceptable to City and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of this Agreement.

#### Section 606. Indemnification.

Contractor shall not incur any debt, obligation or liability for or on behalf of City and shall indemnify, defend and hold harmless City and its officers, employees and agents, from and against any and all claims, costs, expenses, damages, liabilities and judgments attributable to or arising out of any act, error or omission on the part of Contractor, or Contractor's officers, agents, servants, employees or subcontractors, while performing services under this Agreement.

#### Section 607. Subcontracting, Delegation and Assignment.

- A. Contractor shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of City; provided, however, that claims for money due or to become due to Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or proposed 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 Contractor'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 City.
- B. Any assignment, delegation or subcontract shall be made in the name of the Contractor and shall not bind or purport to bind the City and shall not release the Contractor 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 compensation payable to Contractor under this Agreement.

Section 608. Termination and Cancellation.

- A. Upon any determination by either Party that the other Party has failed to comply with any of the terms or provisions of this Agreement, a notice of intent to terminate specifying the reasons therefore shall be delivered by the terminating Party to the other Party. If the specified default or defaults are not cured within ten (10) days after the delivery of such notice, then this Agreement may be terminated by giving a written notice of termination to the defaulting Party and specifying the effective date of termination which date shall be not less than twenty (20) days after the date of said notice.
- B. Notwithstanding the provisions of Subsection A above, City reserves the right to cancel the services described herein and to terminate payments to Contractor related thereto. City shall give Contractor thirty (30) days' written notice of any such cancellation unless a shorter notice period is acceptable to both Parties.
- C. In the event of termination or cancellation hereunder, Contractor shall be entitled to compensation for all services rendered pursuant to this Agreement up to the effective date of termination, subject to any offsets or deductions which may be established by City.

Section 609. Non—Discrimination.

- A. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. Contractor 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 Contractor for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Contractor and its subcontractors for purposes of determining compliance with the fair employment and non-discrimination provisions of this Section. Contractor agrees that recruitment for permanent full-time employees will be conducted in the City of South Gate.

Section 610. Permits and Licenses.

Contractor shall obtain and maintain during the term of this Agreement all necessary licenses, permits and certificates required by law for the conduct of Contractor's business and for the provision of services hereunder, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

**Section 611. Conflict of Interest.**

Parties agree that, to their knowledge, no member of the City Council, officer or employee of the City of South Gate has any interest, whether contractual, non-contractual, financial or otherwise in this transaction, or in other business of Contractor, and that if any such interest comes to the knowledge of either Party at any time, a full and complete disclosure of all such information will be made in writing to the other Party, even if such interest would not be considered a conflict of interest under applicable laws. Contractor assures that it has, at the time of execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further assures that, in the performance of the services hereunder, no person having any such interest shall be employed.

**Section 612. 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 attorneys' fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

**Section 613. Amendments.**

This Agreement supersedes all prior proposals, agreements and understandings between Parties and may not be modified or terminated orally, and no modification, termination or attempted waive of any of the provisions hereof shall be binding unless in writing and signed by the Party against whom the same is sought to be enforced.

**Section 614. Exhibits.**

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

Exhibit A – Scope of Work/Proposal Schedule.

**Section 615. Governing Law.**

This Agreement shall be governed by the laws of the State of California, without regard to conflict of law principals.



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

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Jorge Morales, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Raul F. Salinas, City Attorney

**DRAFT**

**NATIONAL PLANT SERVICES, INC.:**

By: \_\_\_\_\_  
Dennis Keene, President

Dated: \_\_\_\_\_

PROPOSAL SCHEDULE**SANITARY SEWER MAIN CCTV INSPECTION SERVICES**

The pricing submitted on this sheet shall include all services requested under Exhibit A. Scope of Work.

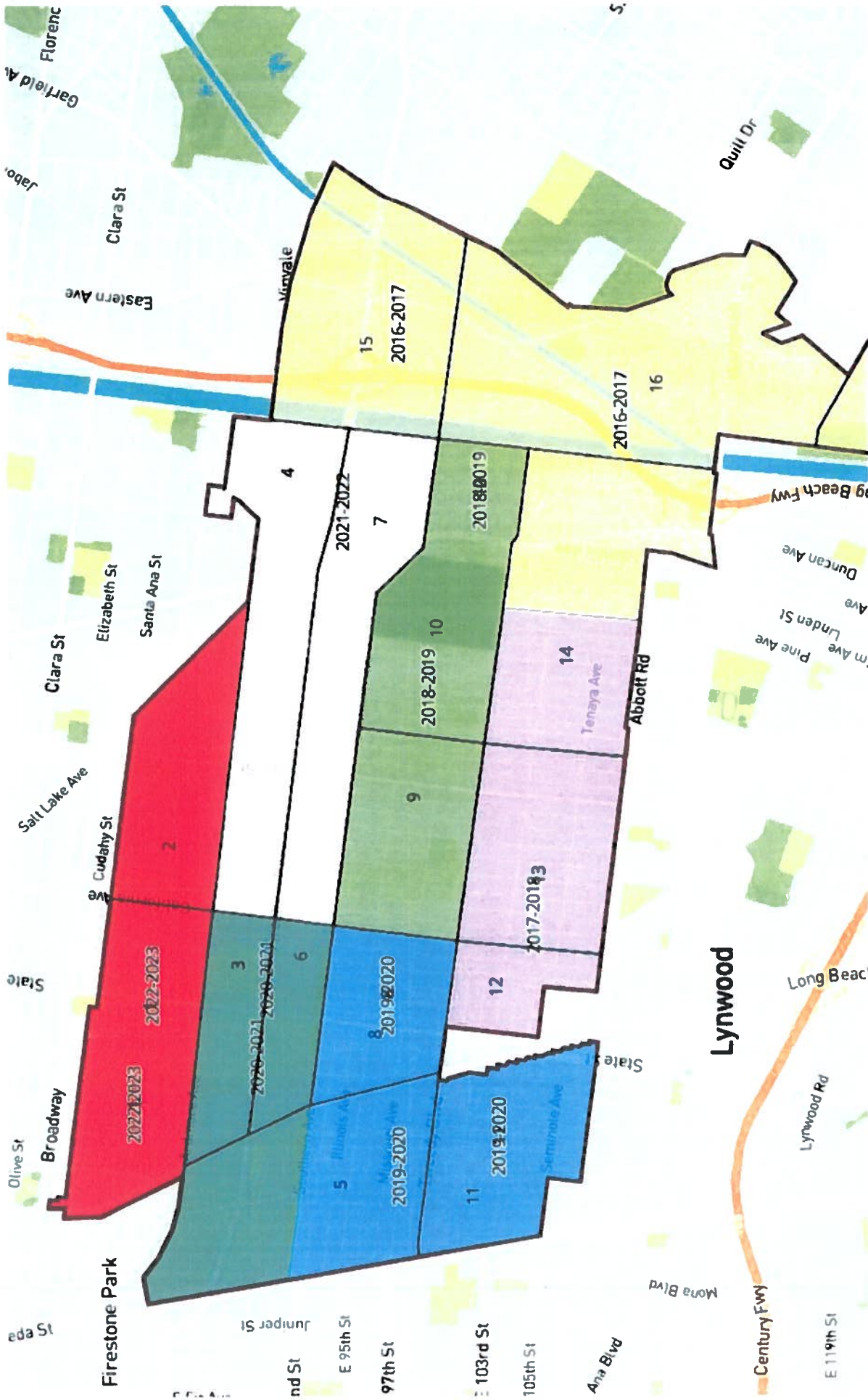
<b>Item No.</b>	<b>Description of Work</b>	<b>Estimated Quantity For Three Years</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost for Three Years</b>
1	<b>6" through 18" Pipe:</b> CCTV and Condition Assessment, inspection, including sewer cleaning, traffic control, nuisance water protection, debris removal, hauling, and dump fee, safety requirements, etc.	300,000	LF	\$1.10	\$330,000.00
2	<b>19" through 36" Pipe:</b> CCTV and Condition Assessment, inspection, including sewer cleaning, traffic control, nuisance water protection, debris removal, hauling, and dump fee, safety requirements, etc.	6,000	LF	\$1.50	\$9,000.00


3	<b>Siphons:</b> CCTV and Condition Assessment, inspection, including sewer cleaning, vacuum pumping, flow isolation, traffic control, nuisance water protection, debris removal, hauling, and dump fee, safety requirements, etc.	120	Hours	\$400.00	\$48,000.00
4	<b>Emergency Callouts - Sewer:</b> Emergency call-out for sewer spills including, but not limited to, cleanup, hauling, disposal, and traffic control.	120	Hours	\$400.00	\$48,000.00
5	<b>As Needed Services - Storm Drains:</b> As needed call-out for storm drain cleanup and CCTV inspection including, but not limited to, hauling, disposal, and traffic control.	80	Hours	\$400.00	\$32,000.00
<b>TOTAL ITEMS 1 THR. 5 (FOR THREE YEARS)</b>					\$467,000.00
<b>TOTAL COST (IN FIGURES)</b>		Four hundred sixty-seven thousand and zero cents			

(Note: actual annual quantities in the contract may be different)

- A. Please specify if a minimum time is billed for each call-out if requested by the City to report to Work: 4 Hours.
- B. Attach your Company's Standard Rate Schedule for labor, material and equipment including holidays and overtime. The rates shown on the company's standard rate schedule mark-ups, overhead and profit. If in case the standard rate schedule does not include mark-ups, overhead, and profit, append an attachment showing the necessary allowances for mark-ups, overhead and profit.

# Sewer Mainline Maintenance Program



	<p><b>07/02/2019</b></p>	<p><b>1" = 3230 ft</b></p>	<p>This map may represent a visual display of related geographic information. Data provided here on is not guarantee of acutual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to date information.</p>
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**SANITARY SEWER MAIN CLOSED CIRCUIT TELEVISION INSPECTION SERVICES**

Item No.	Description	Quantity for Three Years	Unit	National Plant Services		Houston & Harris PCS		Empire Pipe Cleaning Equip.		Nor-Cal Pipeline	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	<b>6" through 18" Pipe: CCTV and Condition Assessment, inspection, including sewer cleaning, traffic control, nuisance water protection, debris removal, hauling, and dump fee, safety requirements, etc.</b>	300,000	EA	\$1.10	\$330,000.00	\$1.12	\$334,800.00	\$1.30	\$390,000.00	\$1.45	\$435,000.00
2	<b>19" through 36" Pipe: CCTV and Condition Assessment, inspection, including sewer cleaning, traffic control, nuisance water protection, debris removal, hauling, and dump fee, safety requirements, etc.</b>	6,000	EA	\$1.50	\$9,000.00	\$1.12	\$6,696.00	\$2.65	\$15,900.00	\$2.75	\$16,500.00
3	<b>Siphons: CCTV and Condition Assessment, inspection, including sewer cleaning, vacuum pumping, flow isolation, traffic control, nuisance water protection, debris removal, hauling, and dump fee, safety requirements, etc.</b>	120	Hr.	\$400.00	\$48,000.00	\$627.00	\$75,240.00	\$540.00	\$64,800.00	\$525.00	\$63,000.00
4	<b>Emergency Callouts: Emergency call-out for sewer spills including, but not limited to, cleanup, hauling, disposal, and traffic control.</b>	120	Hr.	\$400.00	\$48,000.00	\$377.00	\$45,240.00	\$425.00	\$51,000.00	\$525.00	\$63,000.00
5	<b>As Needed Services - Storm Drains: As needed call-out for storm drain cleanup and CCTV inspection including, but not limited to, cleanup, hauling, disposal, and traffic control.</b>	80	Hr.	\$400.00	\$32,000.00	\$627.00	\$50,160.00	\$580.00	\$46,400.00	\$525.00	\$42,000.00
<b>Total ITEMS 1 THRU 5</b>					<b>\$467,000.00</b>		<b>\$512,136.00</b>		<b>\$568,100.00</b>		<b>\$619,500.00</b>

RECEIVED

AUG 22 2019

# City of South Gate

Item No. 7

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

4:25pm

## AGENDA BILL

For the Regular Meeting of: August 27, 2019

Originating Department: Public Works

Department Director:

  
Arturo Cervantes

City Manager:

  
Michael Flad


**SUBJECT: ESCROW AGREEMENT WITH THE LOS ANGELES COMMUNITY COLLEGE DISTRICT FOR THE NEW TRAFFIC SIGNAL AT FIRESTONE BOULEVARD AND CALDEN AVENUE AS A PART OF THE BOULEVARD PROJECT**

**PURPOSE:** As a part of the Firestone Boulevard Corridor Capacity Enhancement Project (The Boulevard Project), the Los Angeles Community College District (LACCD) agreed to install a traffic signal at the intersection of Firestone Boulevard and Calden Avenue to improve the safety and efficiency of students and vehicular traffic. It was agreed that the cost of constructing the traffic signal is to be on a fair share basis between the City and LACCD. An Escrow Agreement is required to collect LACCD's fair share portion of the cost.

**Council Member Al Rios works for the LACCD and should consider recusing himself from taking action on this matter.**

**RECOMMENDED ACTIONS:**

- a. Approve Escrow Agreement with the Los Angeles Community College District to collect the fair share portion of the costs associated with the construction of a traffic signal at the intersection of Firestone Boulevard and Calden Avenue under the Firestone Boulevard Corridor Capacity Enhancement Project, City Project No. 476-TRF, in the amount of \$317,307; and
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

 **FISCAL IMPACT:** There is no fiscal impact to the General Fund. The construction cost for the signal is estimated at \$628,840. LACCD's fair share of the cost is \$314,420 plus \$2,887 in escrow fees, for a total of \$317,307. The City's fair share of the cost is \$314,420 and was funded with \$234,420 Metro Call-for-Project Grant and \$80,000 Development Funds.

**ANALYSIS:** As part of the conditions of approval for the South Gate Educational Center Master Plan Environmental Impact Report (EIR), a traffic signal was required to be installed at the Calden Avenue/Firestone Boulevard intersection. The new traffic signal is necessary to manage access to the proposed South Gate Educational Center (SGEC), which is planned for 10,000 student enrollment. The signal would aim to alleviate traffic congestion and improve student safety.

**BACKGROUND:** In 2009, the Los Angeles Community College District (LACCD) completed the Environmental Impact Report (EIR), which allowed LACCD to acquire a site to relocate and expand the existing South Gate Educational Center (SGEC), a satellite campus of East Los Angeles College (ELAC). The site is located at 2525 Firestone Boulevard at the northwest corner of the Firestone Boulevard/Santa Fe Avenue intersection. The existing SGEC is located at 2340 Firestone Boulevard. As a condition of approval in the EIR, a traffic signal will be installed at the Calden

Avenue/Firestone Boulevard intersection.

The traffic signal has been installed under The Boulevard Project. This was approved by the City Council on October 23, 2018.

The total cost of the traffic signal is estimated at \$628,840 and that included \$589,139 for construction, \$36,323 for improving lighting at the intersection, and \$3,378 for wiring service cabinet. Design cost was completed and paid by LACCD.

Some of the highlights of the Escrow Agreement are:

- LACCD agrees to deposit the amount of \$317,307 into escrow and said funds shall remain in escrow until fully disbursed by the bank.
- In the event the bank is not received mutual written instructions from the LACCD and City on or before January 31, 2020, the bank is hereby authorized to release entire holding funds in the amount of \$317,307 to the City.
- The bank shall process the City's request for payment, and will deliver that payment to the City, within seven days, unless LACCD delivers a written objection to the bank within that seven-day period.

**ATTACHMENTS:** A. Proposed Escrow Agreement  
B. Location Map

KT:lc

**HOLDING ESCROW AGREEMENT**

**WILSHIRE ESCROW COMPANY  
IS LICENSED BY THE STATE OF CALIFORNIA UNDER THE  
DEPARTMENT OF INSURANCE LICENSE NO. 963-0326**

We, the undersigned, **Los Angeles Community College District, a community college district duly organized and existing under the laws of the State of California (herein called "LACCD") and the City of South Gate, a municipal corporation (herein called "City")** hereby agree and acknowledge entering into this Holding Escrow Agreement dated as of \_\_\_\_\_, 2019, naming WILSHIRE ESCROW COMPANY as Escrow Holder, in accordance with the terms and conditions as set forth in the Development Agreement duly signed and mutually agreed upon by "LACCD" and "City" with additional joint escrow instructions as reasonably requested by Escrow Holder set forth herein.

1. The undersigned parties hereby agree and acknowledge that the undersigned "LACCD" deposited the amount of \$317,307.00 into escrow, Escrow Holder shall open and maintain an escrow deposit account for the purpose of holding and disbursing funds in accordance with the terms of this Agreement. Said funds shall be deposited with other escrow funds in one or more **interest bearing escrow accounts** at a financial institution selected by Wilshire Escrow Company. This Agreement expressly sets forth all the duties of the Escrow Holder with respect to any and all matters pertinent hereto. Escrow Holder shall not be party to, nor shall be bound by any agreements established between the undersigned "LACCD" and "City" except for its duties as escrow holder in said Agreement.

2. All parties herein acknowledge that all funds deposited into this escrow shall be held in an interest bearing escrow accounts at a financial institution selected by Wilshire Escrow Company. Funds deposited in the financial institution are insured only to the limit provided by the Federal Depository Insurance Corporation. Escrow Holder shall not be held responsible for lost interest due to wire delays caused by any bank of the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regards to placement of wires.

3. The deposit of said funds shall be deemed irrevocable and said funds shall remain in escrow until fully disbursed by Escrow Holder.

**Read and Approved (please initial):** LACCD \_\_\_\_\_ City \_\_\_\_\_



4. The above funds so deposited are to remain in this escrow until **January 31, 2020**, at which time the undersigned "LACCD" and "City" shall deposit into escrow mutual written instructions as to the disbursement and/or release of said funds withheld. In the event the escrow holder is not received said above mutual written instructions from the undersigned LACCD and City on or before **January 31, 2020**; the escrow holder is hereby authorized and instructed to release entire holding funds in the amount of \$317,307.00 to the undersigned "City" without any verbal or written instructions from the undersigned "LACCD" and "City" and issue an escrow invoice to the undersigned "City" for the base escrow fee and any other incurred fee(s). If there is any conflict between this paragraph 4 and the paragraph of the General Provisions on page 6 entitled "Disputed Funds Held Upon Close of Escrow", this paragraph 4 shall control.

5. A base escrow fee of \$6.00 per thousand of the consideration being held plus a \$1,000.00 minimum base fee, overnight courier fees which may be applicable pursuant to Paragraph #4 above, shall be deposited by the undersigned "LACCD" upon the closing of the subject escrow.

6. The release of said funds referenced in Paragraph #4 above, shall be deemed the close of this Holding Escrow which date is to occur on or before **January 31, 2020**.

7. The undersigned "LACCD" and "City" are cognizant and fully acknowledge that Escrow Holder's responsibility hereunder is CONFINED AND LIMITED to these instructions.

8. The parties herein agree that the law governing this Agreement shall be that of the State of California.

9. In the event that any party to this Agreement utilizes facsimile or emailed transmitted signed documents, all parties hereby agree to accept and rely upon such documents as if they bore original signatures.

10. All parties acknowledge that they are aware that the *sole* purpose of this escrow is to withhold the funds pursuant to these instructions.

11. Escrow Holder/Disbursing Agent Only: Wilshire Escrow Company is acting herein as Escrow Holder and Disbursing Agent only, separate and distinct from its capacity as a title insurance agent, and no other legal relationship other than that of an Escrow Holder and Disbursing Agent is created or implied.

City has delivered to LACCD and Escrow Holder Invoice Package #01. Escrow Holder shall process the City's request for payment contained in that package, and will deliver that payment to the City, within seven (7) days from the date of this Holding Escrow Agreement, unless LACCD delivers a written objection to Escrow Holder within that seven-day period.

Escrow Holder may rely upon these agreements without further notification to and/or instructions from the undersigned.

The undersigned parties jointly and severally agree to hold Wilshire Escrow Company, its officers, employees and underwriters, harmless from and against any and all damages or liability therefore, reimbursing Wilshire Escrow Company, for all losses, costs, charges attorney's fees or other expenses which Wilshire Escrow Company, shall or may at any time suffer, sustain or incur by reason of or in consequence of complying with the foregoing instructions.

**Read and Approved (please initial):** LACCD \_\_\_\_\_ City \_\_\_\_\_

The foregoing instructions and the GENERAL PROVISIONS attached herein as Exhibit "1" are hereby approved, read, understood and accepted by all of the undersigned and they agree to hand you the documents and/or funds as required to comply with same.

**"LACCD"**

**Los Angeles Community College District, a  
community college district duly organized and  
existing under the laws of the State of  
California**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"CITY"  
CITY OF SOUTH GATE**

By: \_\_\_\_\_  
Jorge Morales, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**  
**DRAFT**  
\_\_\_\_\_  
Raul F. Salinas, City Attorney

EXHIBIT "1"  
GENERAL PROVISIONS

WILSHIRE ESCROW COMPANY  
IS LICENSED BY THE STATE OF CALIFORNIA UNDER THE  
DEPARTMENT OF INSURANCE LICENSE NO. 963-0326

Deposit of Funds:

Interest Bearing Account

Unless the option in the following paragraph is chosen (and the additional fees described in that paragraph are paid), all funds received in this escrow shall be deposited with other escrow funds into Wilshire Escrow Company's ("Escrow Holder") general escrow account. This is an interest bearing account with a financial institution selected by Escrow Holder. Interest rate will be determined when the account is open. Escrow Holder may receive certain financial benefits from that financial institution because of the general escrow account and Escrow Holder's ongoing banking relationship with the financial institution. These benefits may include, without limitation, credits allowed by the financial institution on loans to, and earnings on, investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Escrow Holder does not have an obligation to account to you, in any manner, for the value of, or to compensate any party to, any benefit received by Escrow Holder from such relationship. Any such benefits shall be deemed additional compensation for Escrow Holder's services in connection with this escrow.

Insurance on Deposited Funds

Funds deposited into escrow and/or with Escrow Holder's financial institution are insured only as provided by the Federal Deposit Insurance Corporation ("FDIC") for Escrow Holder's financial institution. Escrow Holder shall not be responsible for the loss of any monies over the FDIC insured limits regardless of the reason, e.g., bank closure or similar action.

Dishonored Checks

If any check submitted to Escrow Holder is dishonored, Escrow Holder is authorized to notify all parties to the escrow and their representatives. Escrow Holder may, in its sole discretion charge a fee of \$10.00 per dishonored check.

Disbursement of Funds

Disbursements by Escrow Holder will be by wire or check. Unless otherwise instructed in a writing signed by the parties entitled thereto, checks will be issued jointly to the parties designated as payees.

California law regulates the disbursement of escrow funds by Escrow Holder. The law, known as the "Good Funds" law, requires that funds deposited into the Escrow Holder's account be available for withdraw before the Escrow Holder can disburse the funds. Wired funds are preferred and may be disbursed upon confirmed receipt by the Escrow Holder. Funds received by cashier's check or teller check drawn on a California bank may be disbursed on the business day following the day of deposit with confirmation of available funds. Funds received by other means may cause a delay in disbursement and closing the transaction. Escrow Holder is not responsible for interest or other charges incurred by the parties as a result of the Good Funds or similar laws. Escrow Holder is also not responsible for any wire delays caused by a financial institution or the Federal Reserve System.

Settlement Statements

The parties authorize payment of all disbursements and charges as itemized on any settlement statements and the Closing Disclosures. The parties agree that any settlement statement or Closing Disclosure is subject to final adjustment and audit and may be amended to reflect actual charges and adjustment incurred through the time of disbursement and closing. The parties understand that monetary errors and miscalculations may occur, e.g., miscalculation of numbers, translation of figures or improper credit or charge. The parties further acknowledge and agree that when a monetary error or miscalculation is discovered, the party from whom the money was due shall immediately pay into escrow such amounts as may be necessary.

Authorization to Complete: Correct and/or Furnish Document Copies

The parties authorize Escrow Holder to: (a) fill in the date of close of escrow and such other necessary dates on any documents related to this transaction; (b) correct any typing, scriveners' or other similar errors on any documents delivered into escrow related to this transaction; (c) furnish copies from its file of settlement statements; (d) upon written request, provide copies of checks, settlement statements; (e) provide Buyers and Sellers information and documents when requested; and (f) furnish copies of any documents from its file to parties entitled thereto (including others representing parties to the transaction).

Legal and Financial Advice

Escrow Holder is not authorized to practice law or provide financial advice. The parties acknowledge that Escrow Holder has provided no legal or financial advice regarding the transaction or the transaction related documents. The parties acknowledge they have been advised that they should consult with an attorney of their choice before signing any transaction-related documents.

Modification of Instructions

No notice, demand or change of instructions shall have any effect unless given in writing and signed by all parties affected thereby. Any additional instructions given to Escrow Holder shall be presented in writing. The parties understand that when one party deposits into escrow a unilateral instruction, Escrow Holder may prepare for and present to all parties for approval and signature an instruction consistent with that instruction.

Withdrawal of Escrow Holder

Escrow Holder may, at any time, in its sole discretion and for any reason, terminate its escrow relationship with the parties to the escrow and withdraw as Escrow Holder Documents and funds (less costs incurred) will be returned to the depositing parties.

Cancellation of Escrow

Fees and Costs and Return of Documents Upon Cancellation

In the event this escrow is cancelled, Escrow Holder shall be entitled to: (a) pay from funds on deposit any fees and charges due Escrow Holder, including cancellation fees and any expenses incurred or authorized; and (b) if this is a sale escrow, return lender's papers and/or funds upon lender's demand.

Disputed Funds Upon Cancellation of Escrow

Escrow Holder's policy is to require mutual signed cancellation instructions from all applicable parties prior to cancellation and/or release of escrowed funds. In the event:

- a. not all applicable parties to the escrow provide mutual, signed cancellation instructions to Escrow Holder; or
- b. a dispute arises involving a party to this escrow concerning the Property; or
- c. conflicting demands or claims are made with respect to escrow funds, the escrow generally or the rights of any of the parties,

Then Escrow Holder shall have the absolute right, in its sole discretion, to do any or all of the following:

1. withhold and stop all further proceedings in performance of this escrow; or
2. engage outside counsel and transfer the disputed funds for counsel's dispute resolution services or, alternatively, for counsel to file suit in interpleader and obtain an order from the court requiring the applicable parties to litigate their claims and rights. Escrow Holder is hereby authorized to first use the disputed funds to pay all attorneys' fees, filing fees, and other costs and expenses associated with the above described counsel engagement. Any agreement between the parties limiting or prohibiting an interpleader action is hereby superseded. Once counsel is engaged, Escrow Holder shall be immediately fully released and discharged from all obligations to further perform any and all duties or obligations imposed up on it in connection with this escrow.

#### Disputed Funds Held Upon Close of Escrow

Escrow Holder's policy is to require mutual, signed cancellation instructions from all applicable parties to release funds held upon close of escrow. In the event not all applicable parties provide mutual, signed instructions to Escrow Holder regarding disbursement Escrow Holder shall have the absolute right, in its sole discretion, to engage outside counsel and transfer the disputed funds for counsel's dispute resolution services or, alternatively, for counsel to file an interpleader action requiring the applicable parties to litigate their claims and rights. Escrow Holder is hereby authorized to first use the disputed funds to pay all attorney's fees, filing fees, and other costs and expenses associated with the above described actions. Any agreement between the parties limiting or prohibiting an interpleader action is hereby superseded. Once counsel is engaged, Escrow Holder shall be immediately fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon it in connection with this escrow.

#### State and Federal Notifications Regarding Transitions

##### 1099 Reporting

Under Federal law, the Seller, when applicable, is required to complete a 1099-S Worksheet that will be utilized to generate a 1099 reporting statement to the Internal Revenue Service.

##### Retention of Records

Buyer and Seller acknowledge that Escrow Holder does not generally retain original documents deposited into escrow but rather maintains electronic files for a period of five (5) years. Buyer and Seller also understand and authorize Escrow Holder to destroy these instructions and all documents related to and records of this escrow at any time after five (5) years from the date of close of escrow or the cancellation of this transaction.

##### Limitation on Duty to Inform

Escrow Holder shall have no responsibility for notifying the parties of any sale, resale, loan, exchange or other transaction involving the Property or of the profit realized by any person, firm or corporation in connection therewith, regardless of the fact that such transaction(s) may be handled concurrently by Escrow Holder in this escrow or in another escrow.

##### 1099 Miscellaneous Provisions

### Counterpart Signatures

These instructions may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and said counterparts together shall constitute one and the same instrument.

### Successors and Assigns

All terms of these general provisions and escrow instructions shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, successors and assigns.

### Interpretation

Captions are inserted for convenience of reference only and do not define, describe or limit the scope of the intent of these instructions. Whenever the context so requires the masculine gender includes the feminine and neuter, and the singular number includes the plural.

### Survival

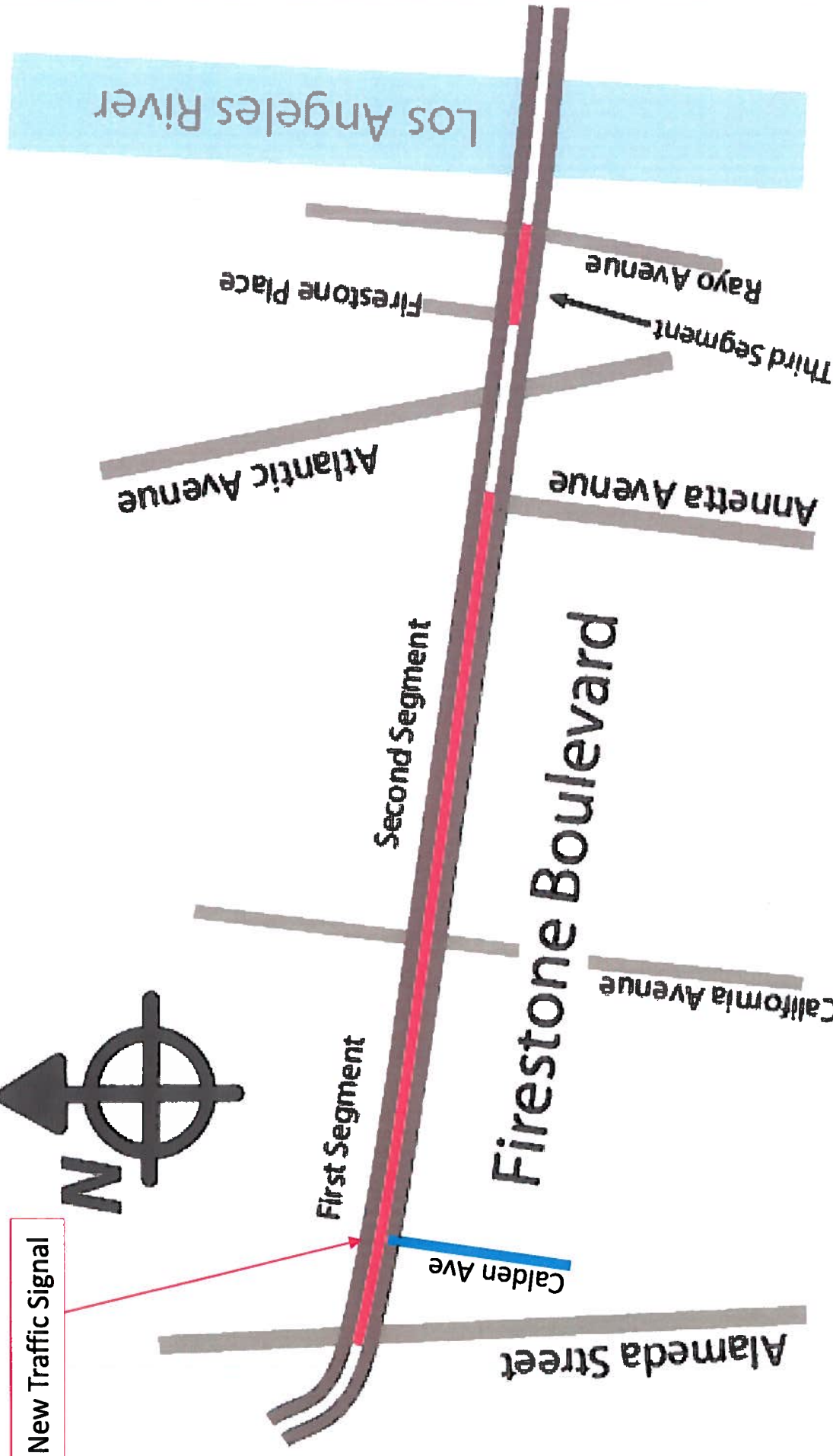
In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement herein contained.

### Facsimiles Electronic Mail and Electronic Signatures

Documents and instructions may be signed and/or transmitted via facsimile (fax), electronic mail (e-mail) and/or an electronic document signing system. In the event the parties or their representatives utilize any of these methods to sign or transmit documents or instructions, Escrow Holder may use, rely and act upon such documents and instructions in the same manner as if original signed documents or instructions were in the possession of Escrow Holder.



New Traffic Signal



 Project Construction Location

FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT

**RECEIVED**

**City of South Gate**  
CITY COUNCIL

**Item No. 9**

AUG 22 2019

**AGENDA BILL**

**CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER**

For the Regular Meeting of: August 27, 2019

Originating Department: Administration

Assistant City Manager:

*Arturo Cervantes*

City Manager:

*Michael Flad*

**SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 3035 WITH ICON ENTERPRISES, INC., D/B/A CIVICPLUS, TO EXTEND AGREEMENT FOR AN ADDITIONAL YEAR**

**PURPOSE:** The City’s website is essential to City Hall operations and integral to civic engagement. The website was developed in 2014 under Contract No. 3035 and included three years of website maintenance support services. Amendment No. 1 was approved November 13, 2017, extending website maintenance services through August 26, 2019. Proposed Amendment No. 2 is needed to extend website maintenance services through August 26, 2020.

**RECOMMENDED ACTIONS:**

- a. Approve Amendment No. 2 to Contract No. 3035 with Icon Enterprises, Inc., D/B/A CivicPlus, extending website maintenance support services through August 26, 2020, in an amount not-to-exceed \$9,703;
- b. Authorize the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney; and
- c. Appropriate \$9,703 from the unassigned fund balance of the General Fund to Account No. 100-150-44-6101 (Community Promotion - Professional Services).

**FISCAL IMPACT:** Funds were not included in the Fiscal Year 2019/20 budget for this item; therefore, if the City Council approves this Amendment No. 2, funds in the amount of \$9,703 will need to be appropriated from the unassigned General Fund balance. The current balance of the unassigned General Fund balance is \$7,026,131.

Contract Activity	Term	Fees	Funding	Fiscal Year Funds
Contract No. 3035	3 Years Ending 8/26/17	\$78,000	Acct. No. 263-150-12-6101	2014/15 thru 2016/17
Amend. No. 1	4 <sup>th</sup> Year Ending 8/26/18	\$9,000	Acct. No. 263-150-12-6101	2017/18
	5 <sup>th</sup> Year Ending 8/26/19	\$9,420	Acct. No. 263-150-12-6101	2018/19
Amend. No. 2	6 <sup>th</sup> Year Ending 8/26/20	\$9,703	Acct. No. 100-150-44-6101	2019/20
<b>Revised Contract Amount</b>		<b>\$106,123</b>		

**ANALYSIS:** The City’s website was designed and implemented in 2014. Website technology has since progressed, offering new features that could further serve the community. Staff is recommending implementing a new system in 2020, for which staff is in the process of procuring a consultant. In the meantime, the City’s website will continue to be fully operational. As such, continued website maintenance support services are required, and proposed to be provided under Amendment No. 2.



**BACKGROUND:** On August 26, 2014, the City Council approved Contract No. 3035 with Icon Enterprises, Inc., D/B/A CivicPlus, to develop the City's website. The contract provided other essential services such as three years of website maintenance support. It also provided the option for term extensions at an initial cost of \$9,000 for the fourth year, and an increase of 3% for every subsequent year.

While the initial scope of work has been completed, maintenance support services will be needed for as long as the website is in operation. Amendment No. 1 provided website maintenance support services for two additional years from the initial term. Amendment No. 2 will provide website maintenance support services for an additional year ending August 26, 2020, for a not-to-exceed amount of \$9,703.

Staff plans to pursue a new website by 2020 and will require several months to undergo a competitive consultant selection process. Approving Amendment No. 2 will provide the time needed to undergo the process.

**ATTACHMENTS:** A. Proposed Amendment No. 2  
B. Amendment No. 1  
C. Contract No. 3035

**AMENDMENT NO. 2 TO CONTRACT NO. 3035  
FOR PROFESSIONAL SERVICES FOR WEBSITE MAINTENANCE  
SUPPORT SERVICES BETWEEN THE CITY OF SOUTH GATE AND  
ICON ENTERPRISES, INC., D/B/A CIVICPLUS**

This Amendment No. 2 to Contract No. 3035 for Professional Services for website maintenance support services ("Amendment No. 2"), is made and entered into on August 27, 2019, by and between the City of South Gate, a municipal corporation ("City"), and Icon Enterprises, Inc., d/b/a CivicPlus, a Kansas corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

**RECITALS:**

**WHEREAS**, on August 26, 2014, the City Council approved Contract No. 3035 for Professional Services with Icon Enterprises, Inc., d/b/a CivicPlus ("Agreement") to develop the City's website for a term of three years, through and including August 26, 2017, with an option for term extensions, in an amount not to exceed Seventy Eight Thousand Dollars (\$78,000); and

**WHEREAS**, on November 13, 2018, the City Council approved Amendment No. 1 to the Agreement expanding the scope of work for an additional two years, through and including August 26, 2019, in the amount of Eighteen Thousand Four Hundred Twenty Dollars (\$18,420), under the terms and conditions of the Agreement; and

**WHEREAS**, City and Consultant desire to expand the scope of work and extend website maintenance support services as described in Consultant's Statement of Work #1 attached hereto as Exhibit "A", for an additional one year term, through and including August 26, 2020, in the amount of Nine Thousand Seven Hundred Three Dollars (\$9,703), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a sum of One Hundred Thousand Six One Hundred Twenty-Three Dollars (\$106,123).

**NOW, THEREFORE, THE PARTIES AGREE HERETO AS FOLLOWS:**

**1. MODIFICATION TO AGREEMENT.**

- a. **SCOPE OF SERVICES.** Consultant shall expand its services to City as identified in Exhibit "A". Said scope of work and fee proposal is made part of this Amendment No. 2.

- b. **COMPENSATION OF SERVICES.** The amount of compensation paid by City to Consultant for the modified work and services as identified in Exhibit "A" shall be Nine Thousand Seven Hundred Three Dollars (\$9,703).
- c. **TERM OF AGREEMENT.** The term of the Agreement shall be extended from date when the Agreement and Amendment No. 1 expire on August 26, 2019, through and including August 26, 2020.

**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. All of the recitals to this Amendment No. 2 are incorporated into the Agreement as modified by this Amendment No. 2. City reserves the right to augment or reduce the scope of work as City deems necessary.

[Remainder of page left blank intentionally.]

**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 OF SOUTH GATE:**

By: \_\_\_\_\_  
Jorge Morales, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

APPROVED AS TO FORM  
**DRAFT**  
By: \_\_\_\_\_  
Raul F. Salinas, City Attorney

**ICON ENTERPRISES, INC., D/B/A CIVICPLUS:**

By: \_\_\_\_\_  
Jeff Logan

Title: Vice President of Sales

Dated: \_\_\_\_\_

Exhibit A

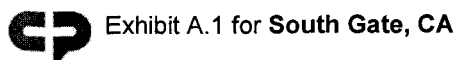


Exhibit A.1 - CivicPlus Statement of Work #1

<b>Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting)</b> <i>Billed September 1, 2019 and every 12 months thereafter; subject to annual 3% increase</i>	<b>\$9,702.60</b>
---	-------------------

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work #1 (SOW #1) is hereby attached as Exhibit A.1.
2. This SOW #1 shall remain in effect for an initial term of one year (12 months) from September 1, 2019. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. Annual Services shall be invoiced on September 1 of relevant calendar years, beginning September 1, 2019. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 3% annual increase.
4. Client is entitled to a logo and branding package on or about September 2, 2019, details noted in Addendum 1.
5. Following 48 months of service under this SOW #1 and every 48 months thereafter, Client shall be entitled to a redesign of the website. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
6. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW #1 assumes such perpetual permission.
7. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client	CivicPlus
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



# South Gate CA Branding Update - Example Timeline for Sales

## CivicPlus, LLC. | Project Timeline

CivicPlus not responsible for any failure to meet any due dates caused by Client.

Logo & Branding Materials	9/2/2019	9/20/2019
Design Creation	9/30/2019	10/11/2019
Design Concept Approval	10/14/2019	10/25/2019
Design Applied to Live Website	11/4/2019	11/8/2019

**AMENDMENT NO. 1  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
WITH ICON ENTERPRISES, INC., D/B/A CIVICPLUS**

This Amendment No. 1 ("Amendment No. 1") to Agreement for Professional Services, Contract No. 3035 ("Agreement"), is made and entered this 13<sup>th</sup> day of November 2018 by and between the City of South Gate, a municipal corporation (hereinafter referred to as "City") and Icon Enterprises, Inc., d/b/a CivicPlus, a Kansas Corporation (hereinafter referred to as "Consultant").

**RECITALS:**

**WHEREAS**, City and Consultant have previously executed that certain *Agreement* dated August 26, 2014 relating to professional services in the City of South Gate in an amount not to exceed \$78,000; and

**WHEREAS**, City desires to expand the scope of work as shown on the Consultant proposal attached hereto as part of this Amendment No. 1 (Exhibit A); and

**WHEREAS**, City desires to extend the termination date for an additional 24 months from the original termination date from August 26, 2017 to August 26, 2019

**WHEREAS**, City and Consultant desire to execute Amendment No. 1 covering said additional Professional Services for an amount not to exceed \$18,420 under the terms and conditions of the Agreement and Amendment No. 1 to said Agreement;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **MODIFICATION OF FEES FOR SCOPE OF WORK TO BE PERFORMED BY CONSULTANT.**
  - a. Consultant shall expand its fees and services to City as shown in its proposal (Exhibit A). Said scope of work and fee proposal is made part of this Amendment No. 1.
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. City reserves the right to augment or reduce the scope of work as 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 Consultant, executes this Amendment No. 1.


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

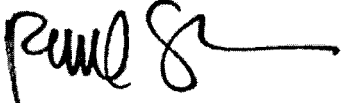
  
\_\_\_\_\_  
María Belén Bernal, Mayor

Dated: 11/13/2018

ATTEST:

  
\_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Raul F. Salinas, City Attorney

"CONSULTANT"  
ICON ENTERPRISES, INC., D/B/A CIVICPLUS

By:   
\_\_\_\_\_  
Jeff Logan

Title: Vice President of Sales

Dated: 11/27/18





Exhibit A.1 - CivicPlus Statement of Work #1

**Annual Services**

Subject to annual 3% increase

Includes:

- Continuing GCMS® Enhancements, Maintenance, Support and Hosting \$9,420
- Department Header
- CivicMedia with 10 GB additional storage
- 1x SSL Certificate

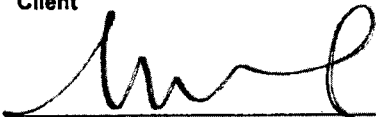
<b>Total Annual Services</b>	<b>\$9,420</b>
------------------------------	----------------

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work #1 (SOW #1) is hereby attached as Exhibit A.1.
2. This SOW #1 shall remain in effect for an initial term of one year (12 months) from September 1, 2018. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. Annual Services shall be invoiced on September 1 of relevant calendar years, beginning September 1, 2018. Annual services, including but not limited to hosting, support and maintenance services, shall be provisioned in accordance with Addendum 2 to this SOW #1 and shall be subject to a 3% annual increase.
4. After forty-eight (48) months of continuous service from September 1, 2018 and every 48 months thereafter, Client is entitled to a no-cost redesign, details noted in Addendum 2. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
5. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW #1 assumes such perpetual permission.
6. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

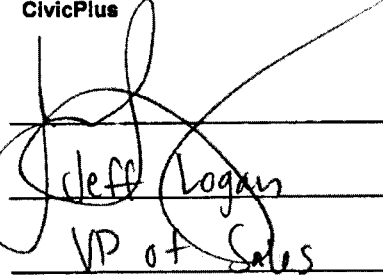
By: 

Name: María Belén Bernal

Title: Mayor

Date: 11/13/2018

CivicPlus

By: 

Name: Jeff Logan

Title: VP of Sales

Date: 11/27/18



Addendum 1 to Exhibit A.1 - Redesign Details

**CivicPlus Project Development Services & Scope of Services for  
CP Redesign**

- Design
  - New design for website layout and theme.
  - Content styling is updated to match theme.
  - Redesign of graphic button icons.
- Project Management
- Content
  - Migration of all existing content
  - Spelling and broken links will be checked and updated by content team where possible. Additional report will be provided to client.
  - Content will not be rewritten, reformatted or broken up.
  - New pages will not be created.
- Training
  - One (1) four (4) hour block virtual training for 2 people with a preset agenda that will be scheduled during the project.



### Addendum 2 to Exhibit A.1 – Hosting, Support and Service Level Agreement

#### Hosting Details

<b>Data Center</b>	<ul style="list-style-type: none"> <li>• Highly Reliable Data Center</li> <li>• Managed Network Infrastructure</li> <li>• On-Site Power Backup &amp; Generators</li> <li>• Multiple telecom/network providers</li> <li>• Fully redundant Network</li> <li>• Highly Secure Facility</li> <li>• 24/7/365 System Monitoring</li> </ul>
<b>Hosting</b>	<ul style="list-style-type: none"> <li>• Automated GCMS® Software Updates</li> <li>• Server Management &amp; Monitoring</li> <li>• Multi-tiered Software Architecture</li> <li>• Server software updates &amp; security patches</li> <li>• Database server updates &amp; security patches</li> <li>• Antivirus management &amp; updates</li> <li>• Server-class hardware from nationally recognized provider</li> <li>• Redundant firewall solutions</li> <li>• High performance SAN with N+2 reliability</li> </ul>
<b>Bandwidth</b>	<ul style="list-style-type: none"> <li>• Multiple network providers in place</li> <li>• Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)</li> <li>• 22 Gb/s burst bandwidth</li> </ul>
<b>Disaster Recovery</b>	<ul style="list-style-type: none"> <li>• Emergency After-hours support, live agent (24/7)</li> <li>• On-line status monitor at data center</li> <li>• Event notification emails</li> <li>• Guaranteed recovery TIME objective (RTO) of 8 hours</li> <li>• Guaranteed recovery POINT objective (RPO) of 24 hours</li> <li>• Pre-emptive monitoring for disaster situations</li> <li>• Multiple data centers</li> <li>• Geographically diverse data centers</li> </ul>
<b>DDoS Mitigation</b>	<ul style="list-style-type: none"> <li>• Defined DDoS Attack Process <ul style="list-style-type: none"> <li>• Identify attack source</li> <li>• Identify type of attack</li> <li>• Monitor attack for threshold engagement</li> </ul> </li> </ul>



## Support and Maintenance

### Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within four hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

### Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus GCMS®
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)	Install Service Patches for OS
24/7 Emergency Support	System Enhancements
Dedicated Support Personnel	Fixes
Usability Improvements	Improvements
Integration of System Enhancements	Integration
Proactive Support for Updates & Fixes	Testing
Online Training Manuals	Development
Monthly Newsletters	Usage License
Routine Follow-up Check-ins	
CivicPlus Connection	



### CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

#### Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the CGMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
  - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
  - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

#### Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month, beginning with the first full month of service, in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9%	1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

#### Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

#### SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.



**Disaster Recovery Feature Service Commitment**

CivicPlus will use commercially reasonable efforts to insure that in the event of a disaster that makes the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

**Definitions**

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

**Service Commitments and Service Credits**

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

<b>Recovery Time Objective</b>	<b>Service Credit Percentage</b>
8 Hours	10% of one month's fee
<b>Recovery Point Objective</b>	<b>Service Credit Percentage</b>
24 Hours	10% of one month's fee

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services ("Agreement") is made and entered into this 26<sup>th</sup> day of August, 2014 by and between the City of South Gate, a municipal corporation (hereinafter referred to as "City"), and Icon Enterprises, Inc., d/b/a CivicPlus, a Kansas corporation (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

**RECITALS**

- A. The City does not have the personnel able and/or available to perform the services required under this Agreement.
- B. The City desires to contract out for consulting services to Icon Enterprises, Inc., d/b/a CivicPlus.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and Consultant agree as follows:

**1.0 SCOPE OF THE CONSULTANT'S SERVICES.** The Consultant agrees to provide the services and perform the tasks set forth in the Consultant Scope of Services and the Proposal attached to as Exhibit A and Exhibit B, respectively, and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive from the City. In the event of a conflict with the terms of this Agreement, and the Proposal, the terms of this Agreement shall prevail.

**2.0 TERM OF AGREEMENT.** This Agreement will become effective on August 26, 2014 and will remain in effect for a period of three (3) years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein. Provided that this Agreement is extended at least one (1) additional year, after 48 consecutive months under the terms of this Agreement and associated pricing, the City will be fully eligible for a CP Basic Redesign at no additional cost, as defined in Exhibit B to Consultant's Proposal.

**3.0 CITY AGENT.** The City Manager, or his/her designee, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the City Manager, or his/her designee, has the authority to provide that approval

or authorization.

**4.0 COMPENSATION FOR SERVICES.** The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Consultant's fee and cost schedule included in the Scope of Services. The cost of services shall not exceed \$60,000 in year one, \$9,000 in year two, and \$9,000 in year three. No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager or his/her designee.

**4.1** The Consultant shall submit to the City a bill for services according to the project schedule included in the Proposal. The City shall pay the Consultant upon thirty (30) days of receipt of the invoice.

**4.2** No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

**5.0 CONFLICT OF INTEREST.** The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it.

**5.1** The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being rewarded this contract, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

#### **6.0 GENERAL TERMS AND CONDITIONS.**

**6.1 Termination.** Either the City or Consultant may terminate this Agreement, without cause, by giving the other party sixty (60) days written notice of such termination and the effective date thereof.

**6.1.1** In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City, which shall not be unreasonably determined.

**6.1.2** If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the



covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultant shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.1.3 In the event of early termination of this Agreement without cause by the City, City forfeits eligibility for the CP Basic Redesign and all funds applied to such eligibility and full payment of the remainder of the Agreement is due within 15 days of termination.

6.2 **Non-Assignability.** The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 **Non-Discrimination.** The Consultant 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.

6.4 **Insurance.** The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than ten (10) days prior to beginning of performance under this Agreement. The Consultant agrees to provide written notice to the City thirty (30) days prior to its insurer's intention to cancel or materially change the following coverage:

(a) **Workers' Compensation Insurance** as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) **Comprehensive general and automotive liability insurance** protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by the City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Cover the operations of the Consultant pursuant to the terms

of this Agreement.

**6.5 Indemnification.** Consultant agrees to indemnify, defend and hold harmless the City and/or any other City agency, for/from any and all claims or actions of any kind asserted against the City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of the City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of the Consultant.

**6.6 Compliance With Applicable Law.** The Consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments. Consultant acknowledges and agrees that California law shall govern this Agreement, without regard to conflict of law principles. Venue shall be in the County of Los Angeles in any state or federal court having jurisdiction.

**6.7 Independent Contractor.** This Agreement is by and between the City and the Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor and 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 Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant 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 Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

**6.8 Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

**6.9 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 the 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.

**6.10 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an Agreement which shall be binding upon all parties herein.

**6.11 Final Payment Acceptance Constitutes Release.** The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

**6.12 Corrections.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

**6.13 Files.** All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

**6.14 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 a 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.

**6.15 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.

**6.16 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.

**6.17 Attorney's Fees.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's 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 attorney's fees and costs in addition to all other relief to which that party or those parties may be entitled.

**6.18 Entire Agreement.** This Agreement constitutes the whole agreement between the City and the Consultant, 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 Consultant.

**6.19 Notices.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY:**

Michael Flad  
City Manager  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280  
(323) 563-9503

**TO CONSULTANT:**

Adam Block  
Project Manager  
CivicPlus  
317 Houston St., Suite E  
Manhattan, KS 66502  
(888) 228-2233

**6.20 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

**6.21 Consultation With Attorney.** CONSULTANT warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

**6.22 Interpretation Against Drafting Party.** CITY and CONSULTANT agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither side may claim that the interpretation of the Agreement shall be construed against either party solely because that party drafted all or a portion of the Agreement, or the clause at issue.

**6.23 Marketing.** City will work with the CivicPlus Marketing Department to make a reasonable attempt to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement, and to create a case study related to their website. The City permits CivicPlus to include an example of the City's home page and a link to the City's website on the CivicPlus corporate website. The City will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. The City will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement. The City allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of its web pages, in a form approved by the City. The City understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

**6.24 Intellectual Property, Ownership & Content Responsibility.** Upon full and complete payment of submitted invoices for the Project Development and launch of the website, City will own the Customer Content. Upon completion of the development of the site, City will assume full responsibility for website content maintenance and content administration. City, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. City shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

This Agreement is executed this 26<sup>th</sup> day of August, 2014, at South Gate, California, and effective as of 08-26-14.

CITY OF SOUTH GATE,  
a municipal corporation:

Henry C. Gonzalez  
Henry C. Gonzalez, Mayor

ATTEST:

Carmen Avalos  
Carmen Avalos, City Clerk

CONSULTANT:  
Icon Enterprises, Inc., d/b/a CivicPlus,  
a Kansas corporation

By: B. Lopez  
Title: COO

APPROVE AS TO FORM:

Raul F. Salinas  
Raul F. Salinas, City Attorney

Exhibit A – Consultant Scope of Services

**Project Development and Deployment**

*Initial GCMS® upgrades, maintenance, support and hosting – no additional cost*

**\$60,000**

*Server Storage not to exceed 60 GB*

**Total Fees Year 1**

**\$60,000**

**Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting)**

*Billed 12 months from contract signing; subject to annual 3% increase year 4 and beyond*

**\$9,000**

<p><b>Kick-Off Meeting</b>  <u>Deliverable:</u> Project Timeline, training jump start and worksheets</p>	<b>Included</b>
<p><b>Phase 1: Consulting</b>  <u>Deliverable:</u> Needs assessment, best practices and worksheets</p>	<b>Included</b>
<p><b>Phase 2: Website Preview Presentation</b>  <u>Deliverable:</u> Website layout and mood board will be presented for your approval</p>	<b>Included</b>
<p><b>Phase 3: Website Reveal Presentation</b>  <u>Deliverable:</u> Completed website design and navigation structure will be presented. You will be able to propose changes at this time.</p>	<b>Included</b>
<p><b>Phase 4: Four Days of Customized On-Site Implementation</b>  <i>Training for up to 12 employees Quote includes travel expenses (\$80 per person per day for the 13th attendee and beyond)</i>  <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.</p>	<b>Included</b>

<p><b>Phase 5: Go Live</b></p> <p><u>Deliverable:</u> Content migrated from current primary site to new site based on best practice recommendations. Custom website. Registration of site with all major search engines.</p> <p><i>Note: Content from sites other than the primary site can be migrated to the new primary site for an additional fee.</i></p>	<b>Included</b>
<b>Additional Functionality</b>	
Google Translation Tool	<b>Included</b>
Five (5) Department Header Packages – includes up to 20 pages per header package of content migration.	<b>Included</b>
Media Center with Live Streaming Video (10GB of server storage included)	
<b>Options Included in One-Time Fee</b>	
<p><b>Phase 1: Content Consultation</b> Three days on-site, up to six departments per day. <i>Quote includes travel expenses.</i></p> <p>A consultation package concentrating on evaluating current website content and making recommendations for improved content development, presentation and maintenance.</p> <p><u>Deliverable:</u> A comprehensive report on evaluation of current content (placement, length, style and effectiveness), recommendations for improvement or creation of new content, a follow-up report reviewing the results of implemented suggestions.</p>	<b>Included</b>
<p><b>Total Project Development and Deployment Fee</b></p> <p><i>Initial GCMS® system enhancements, maintenance, support and hosting included – no additional cost</i></p> <p><i>Server Storage not to exceed 60 GB</i></p>	<b>\$60,000</b>
<b>Total Fees Year 1</b>	
<b>\$60,000</b>	

**Billing and Payment Terms**

1. One-third of the total First Year Fee will be billed upon completion of Phase 1: Consulting; one-third of the total First Year Fee will be billed upon completion of Phase 3: Website Reveal Presentation. The remainder of the total First Year Fee and any additional Project Development services will be invoiced after Phase 4: Customized Website Training has been completed.
2. Each year this Agreement is in effect, a technology investment and benefit fee of 3 percent (%) of the total Annual Services costs will be applied.
3. The City shall sign a project completion and acceptance form prior to project go-live. The date may be extended if material system or operational failures are encountered.



Immediately after completing training the final bill for the project development services will be billable and payable. All Parties agree that the website will not go-live until the project is accepted in writing by the City.

4. Total First Year invoices are due by the first of the following month, but no later than 30 days from invoice date. Project Development will be discontinued if payment is not made within 30 days after the invoice due date.
5. Invoicing for Year 2 Annual Services begins one (1) year from contract signing.
6. Annual Services invoices may be prorated in order to correlate with the City's budget year, and are invoiced prior to the year of service.
7. After project go-live, if the City's account exceeds 60 days past due, Support will be discontinued until the City's account is made current. If the City's account exceeds 90 days past due, Annual Services will be discontinued until the City's account is made current. City will be given 30 days notice prior to discontinuation of services for non-payment.
8. The City will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the City will be charged a \$5.00 convenience fee.
9. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
10. Provided the City's account is current, at any time the City may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). City agrees to pay \$250 per completed request. Provided the City's account is current, upon termination of services City may request a complimentary electronic copy of website Customer Content.

RECEIVED

Item No. 10

AUG 22 2019

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

5:55pm

AGENDA BILL

For the Regular Meeting of: August 27, 2019  
Originating Department: Parks & Recreation

Department Director: Paul L. Adams  
Paul L. Adams

City Manager: Michael Flad  
Michael Flad

**SUBJECT: PURCHASE OF NEW SHOWMOBILE MOBILE STAGE**

**PURPOSE:** This item was added to the Agenda at the request of City Council Members to consider the purchase of a new Showmobile portable stage unit to utilize during various City events.

**RECOMMENDED ACTIONS:**

- a. Approve the purchase of a new 30 foot Showmobile Mobile Stage from Wenger, Inc., through the Government Pricing Program in the amount of \$174,749;
- b. Appropriate \$185,000 from the unassigned fund balance of the Capital Asset & Equipment Replacement Fund (CAER) to Account Number 523-401-61-9003 (CAER Fund – Parks Administration – Auto/Rolling Stock) to fund the cost of this purchase and additional equipment at a later time;
- c. Authorize the City’s Purchasing Department to issue a Purchase Order for this item in accordance with the City’s purchasing ordinance and policies; and
- d. Authorize the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this purchase.

**FISCAL IMPACT:** Funds were not included in the Fiscal Year 2019/20 for this item; therefore, if the City Council approves this purchase, funds, in the amount of \$185,000, will need to be appropriated from the unassigned Capital Asset & Equipment Replacement Fund balance. The current balance of the unassigned Capital Asset & Equipment Replacement Fund balance is \$2,886,430.

**ANALYSIS:** Purchased in the early 1970’s, the City’s existing Showmobile Mobile Stage has served the City well, but is outdated, in poor condition and is often not used for community events due to the high cost of staff overtime required to set it up and break it down for such events. At the request of City Council Members, staff researched the cost and benefits of replacing this asset with a new vehicle. The proposed replacement would cost \$174,749 and would greatly reduce costs for use of the vehicle by providing a hydraulic push button system for deploying the stage and roof sections, and will include all LED lighting and a canopy. If the Showmobile is not replaced, the current unit will need to be taken out of service within the next three years.

**BACKGROUND:** The City’s Showmobile is a portable stage unit built upon a 30 foot trailer body. When in transit or in storage, the Showmobile is closed and looks much as a 30 foot trailer would. Once positioned in place for an event, the front wall and roof can be raised to create a canopy, the sidewalls

open and a secondary stage section can be extended providing a 16 x 28 feet stage for performances in the park, at schools, in a parking lot or even on a public street. The unit can be towed by a heavy-duty maintenance truck with a standard trailer hitch.

In recent years, the City's Showmobile has been used for events such as the Tweedy Mile Street Fair, the Children's Christmas Lane Parade, the Azalea Car Show, Elementary School Reading Events, the City's Open Streets Event, and many others. Because the current Showmobile requires manual leveling and setup, it requires four staff, a minimum of two hours to deliver and set up the Showmobile, and another two hours to breakdown and return the unit to the Park Yard. This amount of staff time, normally at overtime rates, makes use of the Showmobile cost prohibitive for many events.

In addition, the existing unit is in very poor condition. Sound and lighting systems no longer work. The stage deck and its extension have required welding to repair cracks to the support structure on several occasions. The aesthetics of the unit appear as old and worn out. Staff expects that the existing unit will need to be taken out of service within the next three years.

The proposed new Showmobile Mobile Stage includes hydraulic push button operation allowing two men to deliver and setup or breakdown and return the unit in less than one hour dramatically reducing the staff time involved. The proposed unit will also include stage lighting, power outlets and storage for sound system components, an ADA lift for stage access, and a generator to power the hydraulic components and lights when external power is unavailable.

Wenger, Inc., has offered the City Government Pricing through Omnia, a recognized Government Purchasing program that the City has participated in. In addition, staff has only been able to find one other manufacturer that provides a similar product, Spevco, Inc. Because Spevco specializes in custom units, the prices are significantly higher. Staff is therefore recommending that the purchase be approved without further bidding as is allowed by our purchasing rules.

Staff is including an additional \$10,250 in the requested funding to allow for a City Logo wrap for the new Showmobile Mobile Stage, a dedicated generator and some additional sound equipment, all of which will be purchased separately and in the near future.

- ATTACHMENTS:**
- 1) Proposed Customer Quotation
  - 2) Photos of proposed Showmobile
  - 3) Showmobile Brochure and Specifications

# Customer Quotation



**Quote:** 3149053  
**Prepared For:** Steve Costley  
 City Of South Gate  
 8650 California Ave  
 South Gate CA 90280-3004

**Page:** 1  
**Date:** 8/19/2019  
**Effective:** Until 9/30/2019

**Delivery Within:**  
**Tax:** Not Included  
**Terms:**  
**F.O.B. Point:** Factory

**Regarding:** Showmobile Mobile Stage - with all LED lighting

Item	Description	Quantity	Unit Price	Price
089G790	SHWMBL,MANUAL LEVEL,BLCK,110 The above Showmobile mobile stage includes the following items: *5 year warranty *Manual leveling *Wired controller *110 volt electrical *(2) large, curbside storage lockers w/locks *(1) storage locker for electricals *110 volt power cord *45 MPH engineered wind load rating *28' x 14.5' hydraulic stage *Black, slip-resistant stage surface *Adjustable, hinged acoustical end panels *(8) tie-downs and (4) tie-down straps *Hydraulic, cantilevered roof canopy *Built in overhead LED lighting *Battery charger for hydraulic system *Hitch for towing vehicle *Training done at time of delivery *(1) adjustable stairway with aluminum treads	1	111,800.00	111,800.00
S419991	HYDRLC LVLG JACK W/AUTO LVLG Auto, hydraulic leveling. Includes wireless remote controller. Standard wired controller also included and can be used as backup to the remote controller.	1	9,406.00	9,406.00
S41	CUST MOBILE LED lighting package for entire Showmobile Including canopy lighting, performance lighting, tail lights. All lights on the Showmobile inside and out will be LED	1	16,021.00	16,021.00

**Submitted By:** Brian Phelps  
 Sales Representative

**Phone:** 800-326-8373 Ext 8170      **Fax:** 507-455-4258  
**Email:** brian.phelps@wengercorp.com

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 555 Park Drive, PO Box 448  
 Owatonna, MN 56060-0448  
 Phone 800.4WENGER (493-6437)  
 Fax 507.455.4258  
 Parts & Service 800.817.7145

WENGER CORPORATION  
**CANADA OFFICE**  
 Phone 800.268.0148

WORLDWIDE  
 Phone 1.507.455.4100  
 Fax 1.507.774.8576

WEB SITE  
[www.wengercorp.com](http://www.wengercorp.com)



# Customer Quotation



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**Regarding:** Showmobile Mobile Stage - with all LED lighting

Item	Description**	Quantity	Unit Price	Price
S419990	HANDICAPPED ACCESS LIFT *Built into the Showmobile.	1	9,285.00	9,285.00
089D576.3	DRAPERY,96" X 42",BLACK	8	171.00	1,368.00
089D575.3	DRAPERY,48" X 42",BLACK *Drapery color: Black, other colors available	4	101.00	404.00
See the attached literature for all Showmobile mobile stage details.				

**Submitted By:** Brian Phelps  
 Sales Representative

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# Customer Quotation




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**Delivery Within:**  
**Tax:** Not Included  
**Terms:**  
**F.O.B. Point:** Factory

**Regarding:** Showmobile Mobile Stage - with all LED lighting

Item	Description	Quantity	Unit Price	Price
	Total Product Charge			148,284.00
	Freight/Handling Charge			9,869.00
	<b>Total Charge</b>			<b>158,153.00</b>
	Tax is not included on this quote, we will need a copy of your tax exempt certificate or tax of \$16,596.08 will need to be added.			
	Wenger products are specified, designed, manufactured and/or exclusively distributed solely by Wenger Corporation. Pricing, product literature, and shipment authorization must originate from our manufacturing and sales facility in Owatonna, MN.			
	***** Wenger is an approved vendor for TCPN (The Cooperative Purchasing Network). All items on this quotation are available through TCPN contract number R-140804 *****			
				

**Submitted By:** Brian Phelps  
 Sales Representative

**Phone:** 800-326-8373 Ext 8170      **Fax:** 507-455-4258  
**Email:** brian.phelps@wengercorp.com

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WEB SITE  
[www.wengercorp.com](http://www.wengercorp.com)





**SHOWMOBILE®**

**Wenger®**  
Your Performance Partner



***Any Event, Anyplace, Anytime.***

The idea came from an American icon, the community band shell. We wired it for high-tech light and sound equipment, gave it a retractable stage, positionable roof and overhead canopy. Then we put it all on wheels so you could take it anywhere. It's called the Showmobile, and who better to bring it to you than the people at Wenger Corporation — the originators of the first mobile performance center in 1959.

The feature-packed Showmobile is so versatile, so easy to transport, so fast to set up, you can use it to put on any event anywhere. And because of its mobility, Showmobile won't permanently alter the natural beauty of your parks. Showmobile brings built-in excitement to concerts, political rallies, speeches, dances, parades, sporting events, fairs, graduations and festivals - big or small, any event will be a better event. With a great base price and flexible purchase plans, the Showmobile is well within reach.





## AT SET-UP TIME, SHOWMOBILE DOES ALL THE HARD WORK FOR YOU.



**TOW THE SHOW**

Showmobile's lightweight design allows access to more locations. When you reach the event location, it's easy to unhitch and drive the truck away.



**COME ON IN**

The entire panel on each end opens for easy access into the Showmobile and then becomes an adjustable side-stage sound reflector. The stainless steel door handles have integral locks so you don't have to worry about loose padlocks.



**GRAB THE CONTROL**

Deploy the hydraulic roof/canopy and stage via wired remote control. Outside power isn't needed. You can lock the control for security or remove it altogether.



**RAISE THE ROOF**

Hydraulics raise the roof and canopy fast and smoothly - it only takes about 60 seconds. The high pivot point provides greater on-stage volume for improved sound reflection and better acoustics. The system is protected by counterbalance and velocity- check components for added safety.



**SET THE STAGE**

The stage is also deployed via the remote control. Dual hydraulic cylinders lower it quickly. You can then adjust the five stage legs to accommodate uneven or sloping ground to maintain a level stage.



**THE BIG FINISH**

Two workers can attach optional lightweight Versalite® Stage extension units in the front and sides of the main stage in minutes. The adjustable, all-terrain stair can be positioned anywhere around the stage perimeter.



**SLEEP TIGHT**

The roof and canopy can be lowered into the closed position, and the side doors can be shut and locked even with the stage deck fully deployed. You won't need to take down stage extensions or stairs. Equipment on stage is protected from weather or vandals and is ready for another performance and another day.

## SHOWMOBILE FEATURES



**SOUNDS GOOD, LOOKS GOOD**

Wall surfaces are constructed with acoustically reflective panels. This attractive fiberglass composite material is weather resistant and provides superior sound reflection. The deck is surfaced with weather-resistant, skid-free stage deck components.



**GET OUT OF THE RAIN**

Extruded aluminum channels on the roof and canopy edges form a continuous gutter system that drains moisture from the unit. These integral channels provide a watertight, dust-tight seal during transport to keep your Showmobile looking great for years.



**STORE MORE**

The storage compartments provide space for auxiliary equipment like power cords, staging accessories, skirting, sound equipment and other necessities. Access is easy and the compartments are lockable.



**A POWER HOUSE**

The control compartment contains the load center which provides 110-volt service for fluorescent lights and four onstage outlets. The optional power upgrade adds 220-volt service, two duplex outlets in the roof and four quad outlets on the canopy edge for theatrical lighting.

## SHOWMOBILE OPTIONS



PLUG IN AND POWER UP

Fluorescent overhead lighting is standard and is built into the roof and canopy. You can add optional roof and canopy lighting packages that include light bars with theatrical lights. Canopy light bars pivot, store under the canopy and travel without having to disassemble.



EQUAL ACCESS FOR EVERYONE

The optional hydraulic lift provides easy stage access for people and equipment. The entrance door is flush to the curb-side wall at the back of the stage. The 12-volt hydraulic system has a load limit of 600 lbs (272.2kg) with remote control operation and manual backup.



A LEVEL-HEADED IDEA

Leveling is simple with the optional hydraulic leveling system. Hydraulic leveling makes set-up even quicker and easier — especially on uneven terrain. Electronic leveling allows the operator to make quick, accurate leveling adjustments with the remote control. This system is also supplied with a wired backup control unit.



## SHOWMOBILE BY WENGER IS EASIER TO PURCHASE.

We designed Showmobile to fit the needs of any community or business — large or small. We also designed the basic model to fit your budgets. If you've wanted a Showmobile but couldn't justify it because of the cost, we've put together a few programs that will help.

## GENERATE REVENUE

Because Showmobile is so easy to move and use, it's ideal to rent out for all kinds of events. Corporations, theatrical groups, bands, community organizations and neighboring communities are just some of the groups that could rent your Showmobile. A Showmobile rental program can offset a great deal of your purchase costs. Use it when you need it and generate income on the days when you don't. Your Wenger Representative can tell you how other communities have set up successful rental programs.

## SO EASY TO USE YOU'LL USE IT FOR MORE.

Showmobile will make every event more professional, more exciting and more convenient.

There are Wenger Showmobiles all over the country, and we're constantly hearing of new and different ways they are being used. Because it's so simple to transport and set up, it makes sense to spec Showmobile into the plans for any event — large or small.

- Community band and orchestra concerts
- Children's theater
- Tournament sign-up headquarters for sports events
- Seminar stage
- Park programs
- Festivals and fairs
- Choral concerts
- Awards ceremonies
- Political speeches and functions
- Contest platform
- Interpretation and information center
- Plays
- Outdoor graduation ceremonies
- Groundbreaking ceremonies
- Judges/parade headquarters
- Shakespeare in the park

**Wenger**<sup>®</sup>  
Your Performance Partner

## THE WENGER SHOWMOBILE®

The Showmobile features a full-scale, thrust-style stage with a cantilevered canopy and a state-of-the-art acoustical shell that's finished inside and out. With Showmobile there are no unsightly edges, seams or fasteners. Setup and operation are simple and fast. Numerous upgrades and accessories are available, enabling the user to equip the Showmobile exactly as needed.

## STANDARD EQUIPMENT

- Full 28' (8.5m) main stage section with no lose stage deck platforms.
- Deck surfaces available in black or sand colored polyglass.
- Manual leveling jacks with two removable cranks.
- End doors open for easy access and become adjustable side-stage sound reflectors.
- Hydraulic canopy and stage deployment with wired remote control module.
- Built-in overhead fluorescent lighting.
- Power center with lockable door containing 110-volt load center.
- 12-volt battery and charger for the hydraulic system.
- Two storage compartments built into the curb side below stage level.
- Duplex electrical outlets, four on-stage and one located near the battery for charging.
- 110-volt power cable, 50 feet long (15.2m).
- Eight on-stage tie-downs with four tie-down straps.
- One adjustable all-terrain stairway with handrails.
- Pintle hitch coupler.
- G-rated tubeless radial tires.

## GENERAL SPECIFICATIONS

### Travel Dimensions

Overall length (includes hitch) .....	33'8" (10.3m)
Body length .....	28' (8.5m)
Overall width.....	8'5" (2.6m)
Overall height .....	13'3" (4m)

### Performance Dimensions

Main stage floor.....	28' x 6'6" (8.5m x 2m)
Hydraulic stage.....	28' x 8' (8.5m x 2.4m)
Stage height from ground.....	3'6" (1.1m)
Canopy height from stage (max.).....	17'4" (5.3m)
Upstage canopy height from floor.....	9'3" (2.8m)



## OPTIONAL UPGRADES

*These upgrades can only be installed at time of purchase.*

- Custom graphics with your logo or other designs can be applied with a 3M vinyl adhesive process — 70 color options.
- Electrical upgrade includes 220-volt power cable, four quadplex electrical outlets on the canopy, two duplex outlets on the back wall, and an additional load center.
- Hydraulic leveling reduces set-up time with four hydraulic leveling jacks. Includes wireless remote with auto-level system.
- Disability lift on curb side of the Showmobile. Low profile with access door, manual backup and remote.

## ACCESSORIES

*These accessories can be added to your Showmobile at any time.*

- Stage extensions. Versalite® Platform packages are available to extend your stage from the sides or front. Stage sizes of 16' x 40', 24' x 40' or 20' x 40' (4.9m x 12.2m, 7.3m x 12.2m or 6.1m x 12.2m) can be created, as well as other configurations you may specify. Includes platforms, adjustable legs and all connectors.
- Stage railings can be added to Versalite stage extensions.
- Stage skirting will dress up your Showmobile. Available in 25 colors.
- Stairways. Additional stairways can be set up anywhere on the stage perimeter.
- Audio Systems. Three systems are available for professional-quality sound - Basic, Premier and Deluxe options.
- Incandescent show lights. Packages feature light bars, fixtures, lamps, gel frames and gels. Packages require an electrical upgrade.
- Portable generator. For 110-volt power where electrical service is not available.



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**JR CLANCY** Phone 800-836-1885 Worldwide 315.451.3440 | Fax 877.836.1885 Worldwide 315.451.1766 | Web jrclancy.com  
7041 Interstate Island Road | Syracuse | NY 13209-9713

# Showmobile® Mobile Stage and Canopy



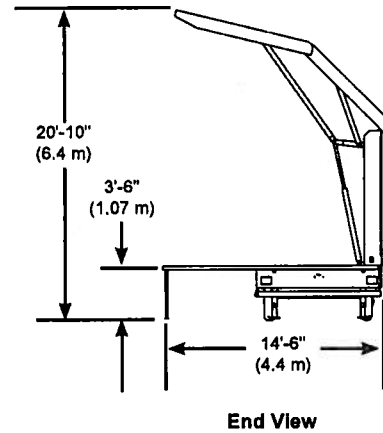
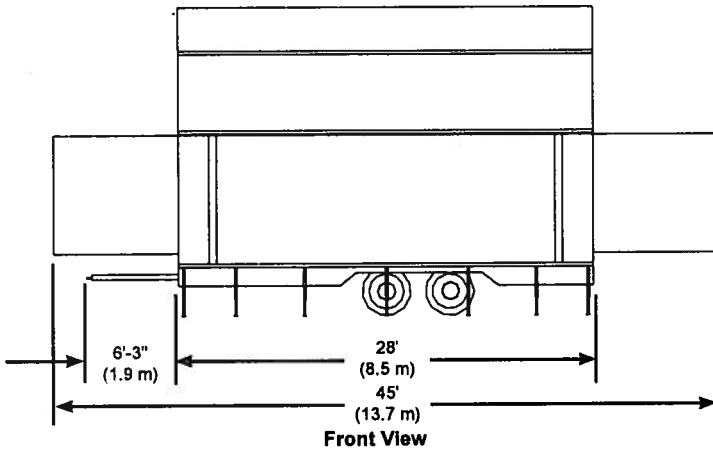
Your Performance Partner

Showmobile® is an-all-in-one mobile performance system that creates a polished, high-profile performances environment for events of all kinds. The Showmobile features a full-scale, thrust-style stage with a cantilevered canopy and a state-of-the-art acoustical shell finished inside and outside. Set up and operation are simple and fast. When on site, the truck can unhitch and drive away.

- Wall surfaces are weather-resistant, acoustically reflective panels.
- Decks surfaces are weather-resistant, skid-free polyglass.
- Extruded aluminum channels on the roof and canopy form a continuous gutter system for moisture drainage. These channels create a watertight, dust-tight seal during transport.
- An Internal hydraulic system with wired remote deploys the stage and canopy which is leveled by jacks.
- A 12-volt battery powers the hydraulic system.
- A 110 VAC power center connects to an external 120 VAC power source and supplies fluorescent lighting and electrical outlets.
- Lockable storage compartments permit packing auxiliary equipment such as power cords, staging accessories, sound equipment, and other necessities.
- The roof and canopy can be lowered to the closed position and side doors closed and locked with the stage deck fully deployed. Stage extensions, stairs, decorative skirts, and stage equipment can be left in place, protected from weather and vandals, and ready for the next performance.
- Five-year warranty.
- Environmental attributes and LEED compliance for this product can be found at [www.wengercorp.com/GREEN](http://www.wengercorp.com/GREEN) or by contacting your Wenger representative.

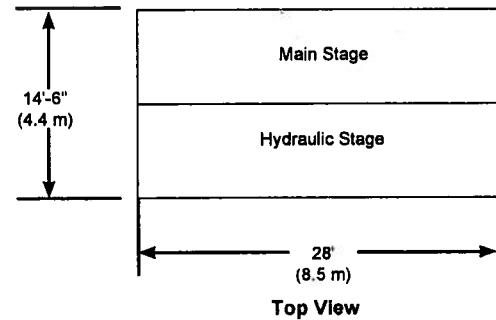
**Intended Use**

- Showmobile is intended to be set up inside or outside in all weather conditions.
- Showmobile can be towed at highway speeds on all roads and can be set up on any level surface.



**Performance Dimensions**

Main stage	28' x 6' 6" (8.5 m x 2 m)
Hydraulic stage	28' x 8' (8.5 m x 2.4 m)
Overall stage depth	14' 6" (4.4 m)
Stage height from ground	3' 6" (1.07 m)
Canopy height at highest setting from stage surface	17' 4" (5.3 m)
Canopy height at highest setting from ground surface	20' 10" (6.4 m)
Upstage canopy height from stage surface	9' 3" (2.8 m)
Overall overhead canopy depth	13' 2" (4 m)



**Travel Dimensions**

Length including hitch	33' 8" (10 m)
Body length	28' (6.5 m)
Width	8' 5" (2.6 m)
Height	13' 3" (4 m)

### Standard Equipment

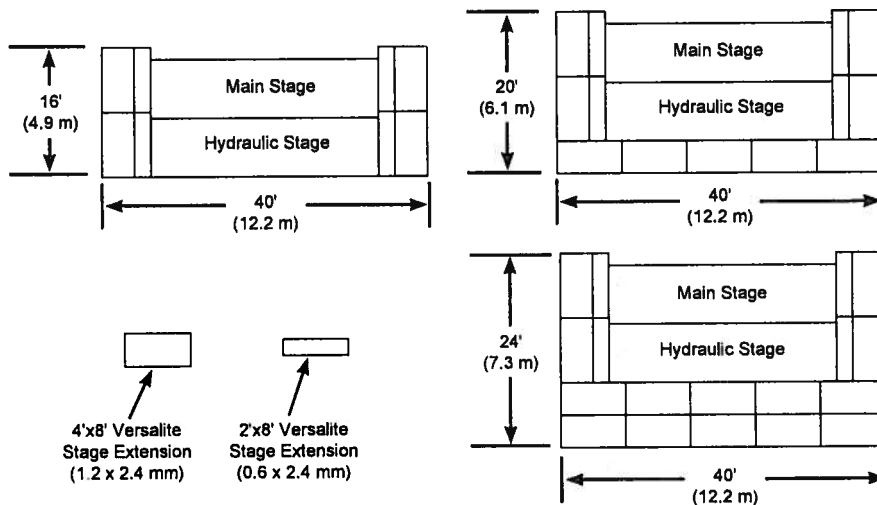
- Manual leveling jacks with two removable cranks.
- End doors open for easy access and serve as side-stage adjustable sound reflectors.
- Hydraulic deployment of canopy and stage with wired remote control module.
- Built-in overhead fluorescent lighting.
- An electrical power center with a lockable door for 110 VAC circuits.
- A 12-volt battery and charger to power the hydraulic system.
- Two storage compartments built-in into the curb-side, below-stage level.
- Duplex electrical outlets, four on-stage and one near the battery for charging.
- A 110-volt power cable, 50' long (15.2m).
- Eight on-stage tie-downs with four tie-down straps.
- One adjustable all-terrain stairway with hand rail.
- Pintle hitch coupler.
- G-rated tubeless radial tires.

### Optional Upgrades

- Custom graphics with logo or other designs.
- Electrical upgrade with 220-volt power cable, four duplex outlets on the canopy, two duplex outlets on the back wall, and an additional load center.
- Four hydraulic leveling jacks with a wireless remote control and auto-level system.
- Low profile, curb-side disability lift.

### Accessories

- Versalite® Platform stage extensions are available to extend the stage on each side and on the front. Sizes of 16' x 40' (4.9 x 12.2 m), 24' x 40' (6.1 x 12.2 m), or 20' x 40' (7.3 x 12.2 m) can be created as well as other configurations. The extensions include platforms, adjustable legs, and all connectors.
- Stage railings can be added to Versalite stage extensions.
- Stage skirting is available in 25 colors.
- Additional stairways can be attached anywhere on the stage perimeter.
- Incandescent show lights. Packages feature light bars, fixtures, lamps, gel frames and gels. Packages require the electrical upgrade.
- Portable generator for 110 VAC power where electrical service is not available.



Optional Versalite Stage Extensions



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**RECEIVED**

AUG 19 2019

**Item No. 11**

*City of South Gate*  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

10:30am

AGENDA BILL

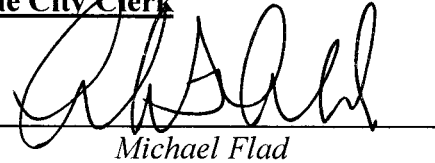
For the Regular Meeting of: August 27, 2019

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 Regular Meeting and Special Meeting minutes of August 13, 2019

**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 13, 2019**

**CALL TO ORDER** Mayor Jorge Morales called a Special City Council meeting to order at 5:32 p.m.

**ROLL CALL** Carmen Avalos, City Clerk

**PRESENT** Mayor Jorge Morales, Vice Mayor Denise Diaz, Council Member Al Rios; City Manager Mike Flad, City Attorney Raul F. Salinas

**ABSENT** Council Member Maria Davila and City Treasurer Greg Martinez

**LATE** Council Member María Belén Bernal arrived at 6:06 p.m.

**CLOSED SESSION** The Council Members recessed into Closed Session at 5:34 p.m. and reconvened at 6:36 p.m. with four (4) 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. Thomas Taylor v. City of South Gate (WCAB)
- b. Abelino Montanez v. City of South Gate (WCAB)
- c. City of South Gate v. Jah Healing Kemetiic Temple of the Divine Church, Inc.

Item 1a the City Council received a proposed settlement in order to resolve the workers' compensation case. Upon completion of the discussion, the City Council provided guidance to move forward with settlement discussion to resolve that matter. The motion to approve the proposed settlement was made by Mayor Morales and seconded by Council Member Rios. The vote was 3 to 0.

Item 1b is another workers' compensation case. The City Council received a report by the City Manager concerning a proposed settlement. Upon completion of that report, a motion was made by Vice Mayor Diaz and seconded by Council Member Rios. The vote was 3 to 0 to approve that proposed settlement. Council Member Bernal was not present for this vote and was excused from that vote.

**SPECIAL CITY COUNCIL MEETING MINUTES OF AUGUST 13, 2019**

For Item 1c the City Council received a report from the City Attorney. This is actual litigation that was instigated by the City of South Gate against a medicinal marijuana dispensary operating within the City of South Gate claiming to operate as a church. The City Council ratified the action of the City initiation litigation. The litigation is on-going and the motion to ratify this action was made by Council Member Rios and seconded by Vice Mayor Diaz. The vote was 3 to 0.

Council Member Bernal arrived in Closed Session at 6:06 p.m. and participated in the discussion and vote of Item No. 2.

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(c)

Two (2) - Potential Cases

For this item there was a presentation made by the City Attorney and the City Manager about the initiation of litigation relating to water issues. Guidance was given to move forward with the litigation along with several other Cities. A motion was made by Council Member Rios and seconded by Council Member Bernal. The vote was 4 to 0.

**ADJOURNMENT**

Mayor Morales adjourned the meeting at 6:38 p.m. by motion of Council Member Bernal and seconded by Council Member Rios.

**PASSED** and **APPROVED** this 27<sup>th</sup> day of August, 2019.

ATTEST:

\_\_\_\_\_  
Jorge Morales, Mayor

\_\_\_\_\_  
Carmen Avalos, City Clerk



**CITY OF SOUTH GATE  
REGULAR CITY COUNCIL MEETING  
MINUTES  
TUESDAY, AUGUST 13, 2019**

**CALL TO ORDER** Jorge Morales, Mayor called a Regular City Council meeting to order at 6:38 p.m.

**INVOCATION** Raul Salinas, City Attorney

**PLEDGE OF ALLEGIANCE** Ethan Quiroga, South Gate Resident

**ROLL CALL** Carmen Avalos, City Clerk

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

**ABSENT** Council Member Maria Davila

**1 PRESENTATIONS** The City Council presented a Certificate of Appreciation to Ethan Quiroga in recognition for taking 3rd place in the USA Boxing Pee-Wee Division at the 2019 National Junior Olympics.

**2 APPOINTMENTS** The City Council allowed staff to introduce the new and promotional full-time employees hired or promoted between April 1, 2019 and June 30, 2019.

**COMMENTS FROM THE AUDIENCE**

Virginia Johnson, 5751 McKinley Avenue, spoke on AB516 which limits the Police Department from issuing citations and towing vehicles left on the street for more than 72 hours.

Candice Esquivel, 9520 Hildreth Avenue, took responsibility for taking the picture on May 4<sup>th</sup> of Mr. Montalvo's daughter at the American Legions bar.

Leonard Brown expressed remarks against communist and socialism. He gave China as an example of current policies.

Cynthia Esquivel, 4718 Tweedy Boulevard, spoke on issues regarding JAA and current Parks Commissioners.

## REGULAR CITY COUNCIL MEETING MINUTES OF AUGUST 13, 2019

### COMMENTS FROM THE AUDIENCE CON'D

Nick Godoy, 8611 San Gabriel Avenue, addressed sweeper issues on San Gabriel Avenue. He stated that he left messages with staff and never received a response. He also spoke about a program that provides funding options for college tuition in Nevada and would like to know if a program can start in California.

Jovanna Laborin, 3152 ½ Sequoia Drive read a letter from her brother Tony Cortez denouncing the actions of both Denise Diaz and John Montalvo.

Gil Hurtado, 10001 W. Frontage Road #215, spoke on the accusations recently made against him and his work in the City.

John Montalvo, 9815 Virginia Avenue, apologized to Vice Mayor Diaz for any issues caused. He added that he was searching for the truth and transparency.

Melissa Alvarado, 10306 Hunt Avenue, spoke on the running trails, restrooms and parking lanes at South Gate Park.

Juan Cortez, 9637 Salt Lake Avenue, stated that there are many people in his area that use drugs. When he calls the police, they take so long to come that the drug users are gone by the time the police get there. He also reported that there are too many people that bring dogs to South Gate Park.

### REPORTS AND COMMENTS FROM CITY OFFICIALS

Paul Adams, Director of Parks and Recreation said that movies in the Parks have started and this week they will be showing "Bumblebee."

Carmen Avalos, City Clerk provided an update for the City's next election in March.

Council Member Bernal attended the SCAG meeting and they discussed RHNA (Regional Housing Needs Assessment). She was proud of the community building during National Night Out. She believes in transparency and honesty. It is her way to serve the community in her best capacity.

Vice Mayor Diaz attended the Conference of Mayors with two of South Gate's youth and she would like to take 4 or 5 more youths next year. She is a part of USC's local leaders where she learned about the County's budget.

## REGULAR CITY COUNCIL MEETING MINUTES OF AUGUST 13, 2019

### REPORTS AND COMMENTS FROM CITY OFFICIALS

#### CONT'D

Vice Mayor Diaz stated that she had emailed staff and requested a meeting with the JAA to provide clarity. She is the type of person that when she see's talent in someone she wants to give them that opportunity to show their potential. She appreciates the work her commissioners have done and the volunteers in the community from JAA.

Mayor Morales received a long text message from a resident regarding the North side of Hollydale Park.

Paul Adams, Director of Parks and Recreation stated that there is a landscaping project in this area and Hollydale Park will be an ongoing project for many years.

#### CONSENT CALENDAR

Agenda Items 3, 5, 6 and 7 were unanimously approved by motion of Council Member Bernal and seconded by Council Member Rios. Item 4 was pulled for discussion.

#### 3

#### APPOINTMENTS

The City Council adopted Resolution No. 7877 entitled - A Resolution of the City Council of the City of South Gate, California, amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to update the job specification of the Street and Sewer Superintendent position in the Public Works Department during Consent Calendar.

#### 4

#### POLICE

The City Council approved A, B, and C by motion of Council Member Bernal and seconded by Council Member Rios.

- a. Approved Addendum No. 4 to Contract No. 3130, Master Equity Lease Agreement with Enterprise FM Trust to include the lease of a 2019 Jeep Grand Cherokee Laredo for the Police Department Services Division for a term of three years in the total amount of \$28,274 (\$9,425 per year);
- b. Approved the purchase of the emergency safety equipment, radio and installation for this vehicle in the amount of \$10,110; and
- c. Authorized the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

**REGULAR CITY COUNCIL MEETING MINUTES OF AUGUST 13, 2019**

5

**QUARTERLY REPORTS** The City Council received and filed the Quarterly Investment Report for the quarter ending June 30, 2019 during Consent Calendar.

6

**CHAKEMCO ST  
WATER MAIN**

The City Council approved A and B during Consent Calendar.

- a. Accepted completion of construction, effective July 22, 2019, of the Chakemco Street Water Main, City Project No. 606-WTR performed by Steven Doreck Equipment Rentals, Inc.; and
- b. Directed the City Clerk to file the Notice of Completion with the Los Angeles County Registrar Recorder's Office.

7

**MINUTES**

The City Council approved the Special and Regular meeting minutes of July 23, 2019 during Consent Calendar.

8

**WARRANTS**

The City Council approved the Warrants and Cancellations for August 13, 2019 by motion of Council Auditor Bernal and seconded by Council Member Rios.

Total of Checks:	\$3,493,587.71
VOIDS	\$ (2,524.67)
Total of Payroll Deductions:	<u>\$ (400,878.76)</u>
Grand Total:	\$3,090,184.28

Cancellations: 80723, 83902, 83942, 83996, 84089

**ADJOURNMENT**

Mayor Morales adjourned the meeting at 7:54 p.m. by motion of Vice Mayor Diaz and seconded by Council Member Bernal.

**PASSED** and **APPROVED** this 27<sup>th</sup> day of August, 2019.

ATTEST:

\_\_\_\_\_  
Jorge Morales, Mayor

\_\_\_\_\_  
Carmen Avalos, City Clerk

**RECEIVED**

# City of South Gate

CITY COUNCIL

**Item No. 12**

AUG 21 2019

## AGENDA BILL

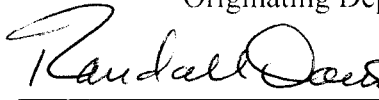
CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

For the Regular Meeting of: August 27, 2019

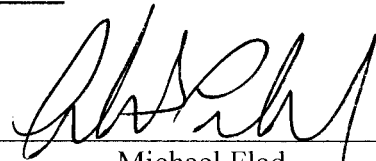
9:30am

Originating Department: Police

Department Director:

  
Randall Davis

City Manager:


  
Michael Flad

**SUBJECT: AMENDMENT NO.1 TO CONTRACT NO. 3396 WITH MR. C'S TOWING OF SOUTH GATE, INC.**

**PURPOSE:** To extend the current Agreement with Mr. C's Towing of South Gate, Inc., for tow and storage services.

**RECOMMENDED ACTIONS:**

- a. Approve Amendment No. 1 to Contract No. 3396 with Mr. C's Towing of South Gate, Inc., for tow and storage services for an additional five year term, with an option for a subsequent two year extension; and
- b. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

 **FISCAL IMPACT:** There is no fiscal impact. The process of providing towing and storage services is included within the existing Police Department budget.

**ANALYSIS:** On November 28, 2017, the City Council approved Contract No. 3396 with Mr. C's Towing of South Gate, Inc. (Mr. C's) for towing and storage services for a two year term. Mr. C's requested that the current Agreement be extended for an additional five year term through 2024, with an option for a subsequent two year extension.

**BACKGROUND:** The City requires towing and storage services in connection with vehicles that are determined to be a public nuisance pursuant to Section 6.54.010 (Authorization), of Chapter 6.54 (Abatement and Removal of Vehicles), of Title 6 (Health and Sanitation), of the South Gate Municipal Code. Towing and storage services are also necessary whenever the South Gate Police Department determines a vehicle to be in violation of state and local laws related to parking, traffic and law enforcement, including Section 8.02.010 (Purpose), Chapter 8.02 (General Provisions), of Title 8 (Traffic), of the Municipal Code.

The City depends on a responsible tow company willing to provide qualified tow and storage services and Police Department staff warrants that Mr. C's has managerial and operating personnel, and facilities and equipment necessary to provide the required vehicle towing and storage services under the terms and conditions required by the Agreement. Mr. C's has consistently provided professional tow and storage services to the City for 17 years and is committed to be involved in civic events, and City programs and projects that contribute to an increased quality of life for this community.

**ATTACHMENTS:** Proposed Amendment No. 1  
Contract No. 3396

**AMENDMENT NO. 1 TO CONTRACT NO. 3396  
FOR TOWING AND STORAGE SERVICES BETWEEN THE CITY OF SOUTH GATE AND  
MR. C's TOWING OF SOUTH GATE, INC.**

This Amendment No. 1 to Contract No. 3396 for Towing and Storage Services ("Amendment No. 1"), is made and entered into on August 27, 2019, by and between the City of South Gate, a municipal corporation ("City"), and Mr. C's Towing of South Gate, Inc., a California corporation, ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS:**

**WHEREAS**, on November 28, 2017, the City Council approved Contract No. 3396 with Contractor ("Agreement") for towing and storage services, effective December 23, 2017 through and including December 31, 2019; and

**WHEREAS**, City and Contractor desire to execute Amendment No. 1 extending the term of the Agreement for an additional five (5) year term, through and including December 31, 2024, with an option to renew and extend the Agreement for a subsequent two (2) year term.

**NOW, THEREFORE**, the Parties hereby agree as follows:

**1. MODIFICATION TO AGREEMENT.**

**EXTENSION OF TERM.**

The term of the Agreement is hereby extended from December 31, 2019 through and including December 31, 2024. By written agreement of both Parties, this Amendment No. 1 may be renewed and extended for a subsequent two (2) year period at the conclusion of the Agreement.

**2. EFFECT OF AMENDMENT.**

Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, the Agreement shall otherwise remain unchanged during the term of the Agreement as extended by Section 1. above. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

**3. EFFECTIVE DATE.**

The effective date of this Amendment No. 1 is August 27, 2019, and shall remain in effect through and including December 31, 2024, unless extended or terminated otherwise in accordance with the terms of the Agreement.

**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 OF SOUTH GATE:**

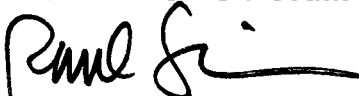
By: \_\_\_\_\_  
Jorge Morales, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:  \_\_\_\_\_  
Raul F. Salinas, City Attorney

**MR.C's TOWING OF SOUTH GATE, INC.:**

By: \_\_\_\_\_  
Jerry Brown, General Manager

Dated: \_\_\_\_\_

**CITY OF SOUTH GATE  
TOWING AND STORAGE FRANCHISE AGREEMENT**

This Towing and Storage Franchise Agreement ("Agreement") is made and entered into as of November 28, 2017 by and between the City of South Gate, a municipal corporation ("City"), and Mr. C's Towing of South Gate, Inc., a California Corporation ("Contractor").

**RECITALS**

This Agreement is made with reference to the following facts:

A. The City requires, from time to time, towing and storage services in connection with vehicles which have been determined to be a public nuisance pursuant to Title 6 of the South Gate Municipal Code, or which are in violation of statutes and ordinances relating to parking, traffic, and law enforcement, including without limitation, Title 8 of the South Gate Municipal Code. Those services shall include, but will not be limited to, responding to locations of police emergency situations when requested for the purpose of removing vehicles that are apparently abandoned or involved in an accident; or which constitute an obstruction of traffic because of: (1) mechanical failure; (2) vehicles determined to be public nuisances or in violation of statutes and ordinances relating to parking, traffic, and law enforcement; (3) accident or roadway clean up; or (4) tow services for City owned vehicles at no cost to the City (hereinafter collectively referred to as the "Services").

B. Contractor represents that it has the managerial and operating personnel, and facilities and equipment, necessary to provide the required Services to the City on the terms and conditions hereinafter set forth.

C. In 2012, the City issued and implemented a request for qualifications for the Services ("RFQ"). Contractor submitted a responsive statement of qualifications, and the City selected Contractor as a provider of the Services commencing December 23, 2012. The 2012 agreement provided for a term of five (5) years, and allowed an option at the City's discretion for a two year extension thereof. The City Council has elected to exercise the option and extend the term of the Contractor's services from December 23, 2017 to and including December 31, 2018, and to make modifications to the 2012 agreement, as reflected herein. The terms of this Agreement shall supersede the 2012 agreement, including a related amendment thereto, with the Contractor.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the parties agree as follows:



**I. PARTIES, TERM AND SCOPE OF SERVICES**

**Section 101. Parties to the Agreement.**

The parties to this Agreement are:

A. The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280-3075.

B. Mr. C's Towing of South Gate, Inc., a California Corporation, at 4421 Mason Street, South Gate, California 90280

**Section 102. Representatives of the Parties and Service of Notices.**

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

A. The representative of the City shall be:

Chief of Police  
CITY OF SOUTH GATE  
8620 California Avenue  
South Gate, California 90280

With a copy to:

City Manager  
City Clerk  
CITY OF SOUTH GATE  
8650 California Avenue  
South Gate, California 90280

B. The representative of Contractor shall be:

Jerry Brown, General Manager  
Mr. C's Towing of South Gate, Inc., a California Corporation  
4421 Mason Street  
South Gate, California 90280

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 first class U.S. mail, postage prepaid.

D. If the name of the representative designated to receive the notices, demands or communications for the parties or the address to which notice shall be given is changed, written notice of such change shall be given to the other party within (10) calendar days of said change.

**Section 103. Term of Franchise Agreement**

A. Contractor acknowledges and confirms that the City may in its sole discretion enter into agreements with other providers of the Services that are the subject of this Agreement. In that regard, nothing contained in this Agreement shall be deemed, construed or interpreted to give Contractor an express or implied exclusive right to provide the Services to the City, whether of the same or substantially similar type or nature of Services or otherwise.

B. The term of this Agreement shall be for slightly longer than two (2) years, commencing on December 23, 2017, through and including December 31, 2019.

C. Performance under this Agreement shall not commence until Contractor has obtained the City's written approval of the insurance required in Section 401.

D. If Contractor does not have a tow yard within the City's boundaries, Contractor shall use best efforts to locate and open a tow yard within six (6) months from commencement of the Agreement.

**Section 104. Termination for Convenience**

A. The City may, at its sole option and discretion, terminate this Agreement for convenience by giving Contractor thirty (30) days written notice thereof in accordance with Section 102.C herein. Contractor agrees and acknowledges that it shall continue to provide the Services to the City during the thirty (30) day notice period described in this Section 104.A.

**Section 105. Termination for Cause**

This Agreement may be terminated for cause by either party upon the occurrence of any of the following:

A. Failure to Perform or Material Breach. There shall be a substantial failure to perform or material breach of the Agreement by the other party with respect to one or more of its obligations hereunder, which failure to perform or material breach shall not have been cured within ten (10) calendar days after written notice specifying the nature of such failure to perform or material breach.

B. Bankruptcy. Should either party here file a voluntary petition in bankruptcy, or be declared insolvent, or execute an assignment for the benefit of creditors, or should an involuntary petition in bankruptcy be filed, or

should a receiver or trustee be appointed by any court or government agency to administer the affairs and assets of such party, then and in that event, the other party hereto may, at its option, terminate this Agreement by giving the first party, or its legal representative, written notice of its election to so terminate, effective immediately on the date of such notice, or any date thereafter selected by the party electing to terminate.

C, Dissolution. Upon the dissolution of either party, this Agreement shall automatically terminate.

#### **Section 106. Termination for Acts of Moral Turpitude**

A. This Agreement may be immediately terminated by the City at its sole option in the event that the City acquires information or knowledge which causes the City to have a reasonable belief that Contractor has: (1) committed a crime of moral turpitude including but not limited to embezzlement, fraud or commission of any other felony, or a misdemeanor involving acts of dishonesty, or (2) engaged in actions or conduct that has caused adverse effects on the reputation of the City, and/or the City's relationships with its citizens or members of the general public.

B. The City shall give Contractor notice of termination of the Agreement in accordance with Section 102.C herein. Termination of this Agreement under Section 106 hereof shall be effective as of the date of service of the Notice of Termination as set forth in Section 102.C.

#### **Section 107. Scope of Services.**

A. City hereby engages Contractor, and Contractor accepts such engagement, as a provider of the Services for those vehicles which are generally described in Paragraph A. of the Recitals of this Agreement. Contractor shall perform the Services in a prompt, efficient and orderly manner following notification by the City's representative, as designated in Section 102.A, above, or by any other authorized officer or employee of the City.

B. Contractor shall provide the Services for all vehicles registered to the City, within a fifty (50) miles radius of the City limits, at no charge to City. The Services shall be provided by Contractor at all times (24/7/365) including weekends and holidays. The Services shall include, but are not limited to tire changes, battery jump starts and towing of inoperable vehicles.

C. For the first fifteen (15) days of an evidentiary hold of a vehicle which belongs to a victim of a crime, Contractor shall not charge any storage fees for this period of time.

D. Contractor acknowledges there are some situations when a local agency must go outside the City limits to make arrest(s) or for investigative purposes. Contractor agrees to respond to all City/Police requests within the City and outside City limits.

E. If requested, Contractor shall grant periodic requests to utilize its facilities for City's K-9 unit training. South Gate facilities shall also be available to the South Gate Police Department for similar training, should they need.

## **II. DUTIES AND POWERS OF THE CITY**

### **Section 201. Chief of Police**

The Chief of Police or his designee shall be responsible for the administration of this Agreement. The Chief of Police or his designee is authorized to issue to Contractor directives concerning policies and procedures to be implemented in connection with the towing and storage of vehicles. All policies and procedures shall not be in conflict with any policy or procedure specified in this Agreement, and must apply equally to all City tow and storage Contractors. In the event of a dispute between the parties as to the nature and extent of the services to be performed hereunder, or the level and manner of performance, the dispute shall be referred to the Chief of Police or his designee, and then; if unresolved, to the City Manager or his designee. The City Manager or his designee may refer the matter for an administrative hearing if any party to the dispute so requests.

## **III. DUTIES AND POWERS OF CONTRACTOR**

### **Section 301. Independent Contractor Status.**

The parties agree that the performance of Contractor's services hereunder shall be in the capacity of an independent contractor, and that no officers, agents, employees, or subcontractors of Contractor have been, are or shall be employees of the City by virtue of this Agreement. Contractor shall so inform each individual or entity which is hired, retained or engaged to perform any services under this Agreement.

### **Section 302. Rates, Fees and Charges.**

A. **Franchise Fee.** The Franchise Fee shall be \$10,000.00 payable as follows: \$5,000.00 upon the execution of this Agreement, and one additional payment of \$5,000.00 payable on or before December 23, 2018. If that day falls on a holiday, set payment shall be due on the next business day. In addition, Contractor shall pay to the City, on a monthly basis, an amount equal to fifteen percent (15%) of Contractor's gross income for all towing and storage services

as a monthly Franchise Fee. Said Franchise Fee shall be paid no later than the 10th calendar day of each month for the gross income collected in the month immediately preceding.

B. Administration Fee. Contractor agrees to pay the City Forty Five dollars (\$45.00) for every vehicle hooked up to a tow vehicle within the City which requires the submission of a CHP 180 form, whether by request of the City Police or a private party; or for any private property Impound within the City of South Gate. This said fee will be passed on to the vehicle owner and then sent to the City by the 10th calendar day of each month. Contractor must pay said fee regardless of whether payment is received from the vehicle owner.

C. Late Payment Charges. Franchise Fees and Administrative Fees as described herein (the "Fees") shall be deemed timely paid only if delivered or postmarked on or before the due date. If the Fees are not timely paid by the thirtieth (30) calendar day following the month in which the Fees were generated by the Contractor, Contractor shall be subject to Termination for Cause under this Agreement and/or to any other charges which may be established and assessed by the City, including, but without limitation, a late payment charge equal to one and one-half percent (1.5%) per month of the unpaid balance of Fees due and owing for each month, or portion thereof, that the Fees remain unpaid. **Failure to tender the unpaid balance within ten (10) calendar days of receiving written notice that any outstanding balances is past due may, in the sole discretion of the City, result in the immediate termination of the Contract.**

D. No City Liability. City shall have no responsibility or liability to Contractor for payment of any costs, charges or expenses incurred by Contractor for towing or storing any vehicles pursuant to the terms of this Agreement. Contractor shall have the right to salvage vehicles pursuant to this Agreement, subject to compliance with all applicable statutes and regulations.

E. Fee Limits and Posting. The rates, fees and charges imposed by Contractor for towing or storing any vehicles pursuant to the terms of this Agreement shall be as follows:

S.G.P.D.	LIGHT	\$170.00	\$45.00	Under 1 Ton
S.G.P.D.	MEDIUM	\$185.00	\$45.00	Over 1 Ton & Over 20'
S.G.P.D.	HEAVY	\$250.00	\$45.00	Over 1 Ton & Over 41'

All standard service calls such as, but not limited to, tire change, dolly, winching, loading and unloading, clean-up, lock-out service and/or fuel delivery service shall be subject to a Forty-Five Dollars (\$45.00) per hour service fee. In addition, After Hour gate Fee (after 7:00 p.m. Monday through Sunday) shall be charged in the amount of Eighty Five Dollars (\$85.00) per vehicle release.

Said rates, fees and charges shall apply equally to any additional towing and storage Contractors with whom the City enters into a contract with to provide Services in the future. In addition, such rates, fees and charges shall be subject to review and modification on the first day of each calendar year by the Chief of Police or his designee. Such rates, fees and charges shall be posted in a conspicuous location at Contractor's place of business and may be collected by Contractor from a vehicle owner or property owner at the time he or she receives service or desires to affect the release of the vehicle from Contractor's storage facilities.

F. Resolution of Disputes. Should there be any dispute between Contractor and a vehicle owner or property owner over rates, fees and charges imposed for services rendered under this Agreement, such dispute shall be decided by the Chief of Police or his designee, and Contractor shall make no demands upon the vehicle owner or property owner for a sum in excess of the amount determined to be reasonable by the Chief of Police or his designee. The Chief of Police or his designee may refer the matter for an administrative hearing if any party to the dispute so requests.

### **Section 303. Regulations.**

Contractor shall comply with all state statutes and local ordinances, shall make all reports required by the Vehicle Code of the State of California, and shall follow all reasonable rules and regulations which the Chief of Police of the City or his designee may from time to time prescribe governing the conduct of Contractor's operations under this Agreement. Said rules and regulations shall be in writing and apply equally to all City towing and storage Contractors. The "Rules and Regulations" applicable upon the effective date of this Agreement are attached hereto as Exhibit A and incorporated herein by this reference. **FAILURE OF CONTRACTOR TO COMPLY WITH THE RULES AND REGULATIONS SHALL CONSTITUTE CAUSE FOR TERMINATION OF THIS FRANCHISE AGREEMENT.**

### **Section 304. Record Keeping and Reporting.**

Contractor shall keep records on all vehicles handled by Contractor pursuant to this Agreement as set out in Article VI B of Attachment A. Reports containing said records shall be submitted for each month no later than the 15th day of the following month. Said reports shall be submitted to the Chief of Police or his designee in writing and on external computer drive, or sent by e-mail, using a spreadsheet program acceptable to the Chief of Police or his designee. The Chief of Police or his designee may conduct periodic audits of Contractor's records. Should there be any dispute between Contractor and the City relating to the records and fees paid, such dispute shall be referred to the Chief of Police or his designee, and then, if unresolved, to the City Manager or his designee. The City Manager or his designee may refer the matter for an administrative hearing if either party to the dispute so requests.

#### **IV. GENERAL TERMS AND CONDITIONS**

##### **Section 401. Insurance.**

A. Liability Insurance. Contractor shall obtain and maintain in force at all times during the term of this Agreement the following insurance coverage:

1. Garage liability insurance with minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit coverage against any injury, death, loss or damage due to any wrongful or negligent acts or omissions by Contractor, subcontractor and/or his employees.

2. Automobile liability insurance covering all vehicles used by Contractor to fulfill this Agreement, with minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit coverage against any injury, death, loss or damage due to wrongful or negligent acts or omissions by Contractor and/or his employee and/or subcontractors.

3. "On-Hook" liability insurance with minimum limits of Twenty-five Thousand Dollars (\$25,000).

4. Garage keeper's liability insurance with minimum limits of Two Hundred Thousand Dollars (\$200,000) combined single limit coverage.

All insurance required hereunder shall be issued by a company rated "A" or better in Best's Kay Rating Guide and authorized to transact business in the State of California as an admitted surety insurer.

B. Certificate of Insurance. Contractor shall not commence performance under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the City. Contractor shall furnish to the City certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Said certificates shall name as additional insureds the City and its officers, employees and agents, and shall specify or be endorsed to provide that thirty (30) days' notice must be given of any pending change in the limits of liability or of any cancellation or modification of the policy. Said certificates shall further provide that the insurance afforded thereby to the City and its officers, agents and employees, shall be primary insurance to the full limits of liability of the policy, and that if the City, or its officers, agents and employees, have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

C. Workers' Compensation & Employer's Liability Insurance. Throughout the term of this Agreement, Contractor shall obtain and maintain Workers' Compensation and employer's liability insurance. That minimum limits for the Workers' Compensation shall be governed by California statute and the minimum limits for the employer's liability insurance shall be One Million Dollars (\$1,000,000).

D. Failure to Provide Insurance. Notwithstanding Section 104, the City may, without prior notice, immediately suspend or terminate this Agreement if, at any time, Contractor fails to provide or maintain the insurance required hereunder.

E. Increase in Coverage. Nothing contained in this section shall be deemed to preclude the City, after consultation with other law enforcement agencies, from requiring Contractor to increase the amounts of insurance coverage specified herein, or to obtain and maintain other types of insurance coverage, in order to protect the interests of the City and its vehicle owners and operators. Contractor shall comply with such new or additional requirements within a reasonable time after receipt of City's written request.

#### **Section 402. Indemnification.**

Contractor shall undertake and agree to defend, indemnify and hold harmless the City, its elective and appointed boards, officers, agents, assigns and successors in interest, from and against all suits, and causes of action, claims, losses, demands and expenses, including but not limited to, attorneys' fees and costs of litigation and investigation in order to defend against any damage or liability of any nature whatsoever; for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of any third party, arising in any manner by reason of, or in incident to, the performance of service under this Agreement on the part of Contractor, or Contractor's officers, agents; servants, employees or subcontractors.

#### **Section 403. Non-Discrimination.**

A. In the performance of this Agreement, Contractor shall not discriminate against any member of the public, employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. Contractor will take affirmative action to ensure that members of the public are served, 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.



B. The provisions of Section 403 A, above, shall be included in all solicitations or advertisements placed by or on behalf of Contractor for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Contractor and its subcontractors for purposes of determining compliance with the fair employment and non-discrimination provisions of this Section.

**Section 404. Permits and Licenses.**

Contractor shall obtain and maintain during the term of this Agreement all necessary licenses, permits and certificates required by law for the conduct of Contractor's activities and for the provision of services hereunder, including a business license issued by the City.

**Section 405. Conflict of Interest.**

The parties agree that, to their knowledge, no member of the City Council, officer or employee of the City has any interest, whether contractual, non-contractual, financial or otherwise in this transaction, or in other business of Contractor, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party, even if such interest would not be considered a conflict of interest under applicable laws. Contractor covenants that it has, at the time of execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner with that performance of services required hereunder. Contractor further covenants that, in the performance of the services hereunder, no person having any such interest shall be engaged or employed.

**Section 406. 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. Thereafter, any dispute or controversy arising under this Agreement, including a dispute regarding the amount of fees, shall be determined and settled by binding arbitration in Los Angeles County under the rules of the Judicial Arbitration and Mediation Services (JAMS). Judgment on the award may be entered by any Court having competent jurisdiction.

B. Disputes regarding the precipitating cause for any removal, seizure or impound of a vehicle directed by the Police Department shall, to the extent feasible, be resolved by the Police Department Station Commander pursuant to Division 11, Chapter 10 of the Vehicle Code commencing with Section 22650 thereof; provided, however, that this procedure shall not apply to removal of vehicles pursuant to Sections 22660 through 2668, inclusive, and Sections 22655, 22658, or 22710 of the Vehicle Code. Unresolved disputes shall be

referred to the attention of the Police Department Traffic Supervisor by the aggrieved party within ten (10) days after the disputed removal, seizure or impound. A hearing shall be conducted by the City's Police Traffic Supervisor in accordance with the hearing rules established by the Police Department. Contractor shall abide by the decision rendered.

C. 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 attorneys' fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

**Section 407. Amendments.**

This Agreement supersedes all prior proposals, agreements and understandings between the parties and may not be modified or terminated orally, and no modification, termination, or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

**Section 408. Governing Law.**

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

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**Section 409. Enforceability.**

In case any one or more of the provisions or parts of a provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement or the validity or enforceability of such provision or portion thereof in any other jurisdiction; rather, this Agreement shall be reformed and deemed to be and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein or therein, and such provision or part shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted, in such jurisdiction.

**NOW, THEREFORE, THE PARTIES AGREE TO EACH OF THE TERMS SET FORTH ABOVE.**

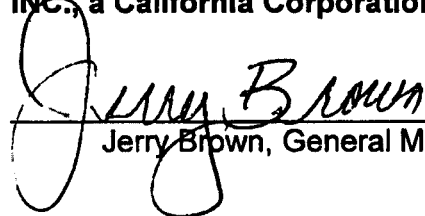
**CITY OF SOUTH GATE**

Date: 11/29/2017

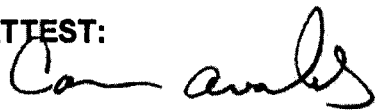
  
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Maria Davila, Mayor

**MR. C's TOWING OF SOUTH GATE, INC., a California Corporation**

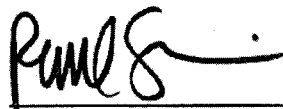
Date: Dec. 4, 2017

  
\_\_\_\_\_  
Jerry Brown, General Manager

**ATTEST:**

  
\_\_\_\_\_  
Carmen Avalos, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Raul F. Salinas, City Attorney

**EXHIBIT A**  
**RULES AND REGULATIONS**

The Rules and Regulations set forth below shall govern the conduct of Contractor's operations under the TOWING AND STORAGE FRANCHISE AGREEMENT ("Agreement") by and between the CITY OF SOUTH GATE, a municipal corporation ("City"), and Mr. C's Towing of South Gate, Inc., a California Corporation

**I. AVAILABILITY OF SERVICES**

- A. Towing services shall be available 24 hours a day, 7 days a week, 365 days a year.
- B. Vehicles must be available for release from impound and storage 24 hours a day, 7 days a week, 365 days a year. Contractor must clearly mark its storage facility with a telephone number to call if release is requested after normal working hours.
- C. Contractor shall respond to the location requested by the City within fifteen (15) minutes of receipt of a call from the City, as to Light Duty tows. As to Medium and Heavy Duty tows (due to the oversized nature of the response units), Contractor shall respond to the location requested by the City within thirty (30) minutes of receipt of a call from the City. If Contractor is not able to respond within the aforementioned response time, it shall notify the City immediately advising the City of the expected time of arrival (ETA). If the ETA is unacceptable to the City, the City reserves the right to contact an alternate towing Contractor to provide the service.
- D. Contractor shall have at least three (3) tow trucks available for service required by the City under this Agreement 24 hours a day, 7 days a week, 365 days a year.
- E. Contractor may be requested periodically to provide deployment of additional trucks for special events such as DUI check points street fairs and/or parades. Contractor shall have the capability, with or without the use of subcontractors to provide tow service for two hundred (200) vehicles in a five (5) hour period for said special events. Such events will be coordinated with Contractor at least 24 hours in advance.
- F. Contractor shall provide all roadside assistance, including, but not limited to, unlimited towing, lock out, roadside cleanup, and jump services for all City owned vehicles within a 50 mile radius of the City limits, at no additional cost to the City.

## **II. IMPOUNDED VEHICLES**

- A. All impounded vehicles shall be stored in a building or in an area that is secure and enclosed by walls or fencing that is approved by the City. Contractor will maintain a secured facility or facilities equipped with 24-hour closed circuit television surveillance, attendants on duty 24 hours a day, or another City approved means of security, as approved by the Chief of Police or his designee.**
- B. The entire storage facility, including but not limited to public access areas, must be illuminated to such a degree that clear visual observation of the facility may be made during the hours of darkness.**
- C. The storage facilities must be capable of holding a minimum of seventy-five (75) cars, with sufficient room to provide reasonable accessibility and to prevent damage.**
- D. Contractor shall not perform any work or services upon any impounded vehicle without first obtaining the owner's written consent to such work or services.**
- E. No contract or purchase order for repairs on an impounded vehicle shall be solicited or received by Contractor from an owner until the vehicle has been released by the Chief of Police or his designee.**
- F. Contractor shall safeguard all vehicles and other property placed in its possession pursuant to the Agreement. The indemnification set forth in section 402 shall be applicable to all claims or demands attributable to or arising out of Contractors possession, control and handling of such vehicles and property.**
- G. The storage facility shall have one separate enclosed garage capable of holding a minimum of five (5) vehicles, for vehicles that have been ordered impounded by the Police Department as a result of being involved in the commission of a crime or as evidence. Said enclosed garage shall be lockable and the Police Department may have possession of the key to the garage. Vehicles stored in said garage shall not be removed from protective storage until released by the Chief of Police or his designee.**
- H. With the exception of private impounds, Contractor shall not remove any vehicle from the storage facilities without authorization from the Chief of Police or his designee.**

### **III. RELEASE OF IMPOUNDED VEHICLE**

- A. Contractor shall release impounded vehicles only upon presentation of an official Police Department Release signed by an authorized officer of the City's Police Department.
- B. Contractor shall ensure that personnel are available at all times of the day or night to release any vehicle impounded or stored on the premises.
- C. Contractor shall advise the Records Bureau of the Police Department of all vehicles impounded by the Police Department and not released after thirty (30) days. Contractor shall identify such vehicles by year, make, model, color, license and vehicle identification number, and shall comply with Section 10652 of the Vehicle Code by notifying the California Highway Patrol, Sacramento, California, by receipted mail.
- D. If Contractor fails to give the notice referred to in Section 10652 of the Vehicle Code, the indemnification provisions of Section 402 of the Agreement shall apply to all claims, demands or suits against the City attributable to or arising out of such failure.
- E. Contractor will, at the request of the Chief of Police or his designee, release any vehicle from storage and/or impound at no cost to the registered owner or the City.

### **IV. CONTRACTOR'S TOW TRUCKS**

- A. Each tow truck shall be supplied with such forms as may be specified by the Chief of Police or his designee for the purpose of taking a complete inventory of the contents of any vehicle that is to be removed from the street or from public or private property when the vehicle owner is not present. The operator of each tow truck shall complete the specified forms in accordance with instructions from the Chief of Police or his designee.
- B. Contractor shall have available a minimum of three (3) standard tow trucks of one ton rating or greater with dual rear wheels and one flat bed tow vehicle for service provided under this Agreement to the City. In addition, Paragraph 1, Section D, of this Agreement provides for the availability of at least 3 tow trucks at all times.
- C. Contractor shall either have, or have access through a subcontractor, special towing equipment which is required to handle unique vehicles, such as classic or luxury automobiles, and specialized types of vehicles such as motor homes, motorcycles and forklifts.

- D. Contractor shall either have or have access through a subcontractor, a tow vehicle capable of towing large trucks.
- E. Contractor shall not employ converted pickup trucks or other vehicles not specifically designed by the manufacturer for towing other vehicles.
- F. All vehicles used shall contain necessary communications equipment for radio transmissions and reception which comply with all FCC regulations and requirements. City frequencies shall not be used by Contractor and all of the aforementioned equipment shall be purchased and maintained at Contractor's expense.
- G. All vehicles shall be well maintained and neat in appearance and conform with the appearance guidelines set by the City Manager or the Chief of Police or either of their designees.
- H. All tow vehicles shall have a cable winch of sufficient size and capacity to retrieve vehicles that may have gone over embankments or off traveled portions of roadways into inaccessible locations.
- I. All tow vehicles shall also have the capability to tow a boat or other trailered items.
- J. Contractor is expected to possess the standard tools of the trade such as slim jim, dolly, etc.
- K. All vehicles shall also conform to and be maintained according to the latest edition of the California Highway Patrol procedures.
- L. Contractor's tow trucks shall be rated, at a minimum, at one-ton capacity, and each vehicle shall be equipped, operated and maintained in compliance with Sections 24605, 25253, 25300, 27700 and 27907 of the Vehicle Code.
- M. Contractor's tow trucks shall be inspected at least annually, and a copy of the inspection report shall be delivered to the Chief of Police or his designee. All disputes related to inspection reports shall be referred to the Chief of Police or his designee, and then, if unresolved, to the City Manager or his designee. The City Manager or his designee may refer the matter for an administrative hearing if any party to the dispute so requests.
- N. "Official Police Tow" shall be clearly designated on all of Contractor's tow trucks in a form approved by the Chief of Police or his designee.

**V. CONTRACTOR'S PERSONNEL**

- A. All tow truck driver personnel must possess the proper State of California Driver's License required to operate all vehicles and equipment required to be used in the performance of the contract.
- B. Prior to engaging the services of any driver, Contractor shall provide to such driver copies of all applicable provisions of the Vehicle Code relating to vehicle towing and storage services and shall ascertain that such driver has read and understands said provisions. In addition, all tow truck driver personnel shall be thoroughly trained in the proper and safe use of all equipment used in doing the necessary work.
- C. Contractor's business operations shall be conducted at all times in an orderly, ethical and courteous manner, and Contractor shall use its best efforts to secure and maintain the confidence of vehicle owners and operators.
- D. All tow truck driver personnel shall wear uniforms which bear the name of the individual and the towing company in a conspicuous place on the uniform. The form of the patch shall be approved by the Chief of Police or his designee.
- E. All tow truck driver personnel performing services for the City under this Agreement shall be photographed and subject to a fingerprint background check by the South Gate Police Department before commencing any work for the City. This includes present as well as future employees. The Chief of Police or his designee shall have the right to approve or disapprove of any driver who has a criminal record.
- F. All tow truck driver personnel shall be fluent in the English language.
- G. All tow truck driver personnel performing services for the City under this Agreement shall be subjected to random drug tests twice a year, conducted and paid for by Contractor. Contractor shall provide the drug test results to the City twice a year. The Chief of Police or his designee will have the right to approve or disapprove of any driver who tests positive for drugs.

**VI. MAINTENANCE OF RECORDS**

- A. Contractor shall maintain a file of all Form CHP 180 as received and transmitted by the Chief of Police or his designee.



- B. Contractor shall maintain a bound Log Book of calls received from the Police Department. The Log Book shall record the following:
1. Time of receipt of call.
  2. Location of call.
  3. License number, make and model of vehicle.
  4. Date of release.
  5. Person or firm to whom released.
  6. Charges imposed.
- C. The Chief of Police or his designee may inspect Contractor's records upon reasonable notice for the sole purpose of insuring compliance with this Agreement. Any issues will be forwarded to the City Manager or his designee for resolution. The City Manager or his designee may refer the matter for an administrative hearing if any party to the dispute so requests.

#### **VII. ROTATING SCHEDULE FOR SERVICE CALL**

- A. If, and only if, the City enters into an agreement with additional towing and storage Contractor to provide Services (as defined Recital A of the Agreement), the City may adopt a written rotation schedule under such terms and conditions as determined by the Chief of Police or his designee and authorized by the City Manager or his designee. The rotation schedule shall be provided to all City towing and storage Contractors
- B. Each City rotation towing and storage Contractor shall receive police initiated requests for service assignments on an equal basis. To ensure equal opportunity for and use of each Contractor, the services of each will be used on a strict rotation basis, alternating among each Contractor on all police-initiated calls for service in the field, and all check points, street fairs, parades and other special events, and whenever tow services are otherwise required by the City. The Chief of Police or his designee will monitor the calls for service and use of each Contractor. Any dispute relating to the rotation schedule or the equality of assignments shall be referred to the Chief of Police or his designee, and then, if unresolved, to the City Manager or his designee. The City Manager or his designee may refer the matter for an administrative hearing if any party to the dispute so requests.
- C. In the event that Contractor receives a service call from City/Police and then such call is cancelled by City/Police, then in that event, Contractor shall be immediately placed into the next call of the rotation schedule.

- D. In the event of a service call pursuant to Section 105(b) of the Towing and Storage Franchise Agreement, these types of calls shall not be included in the service rotation schedule. Thus, a contractor responding to this type of service call shall not be penalized by losing a rotation call.

**VIII. COMPLIANCE WITH STATE LAW**

- A. Contractor shall comply with Sections 22523, 22524, 22669, 22670, 22671 and 22850 through 22856 of the Vehicle Code, which relate to the removal, storage and disposition of abandoned vehicles and liens of garage keepers.
- B. Contractor shall keep fully informed of and comply with all City, County, State and Federal Laws, ordinances and/or regulations which are applicable to the Contractor and/or those engaged or employed by Contractor in doing the services to be provided by Contractor pursuant to this Agreement, including, but not limited to, the handling of vehicles, lien sales with outstanding parking penalties, owner notifications, removal, storage and disposition of abandoned vehicles, etc.
- C. Contractor shall obtain and maintain all permits and licenses, pay all charges and fees, and give all notices required by City ordinances or other laws relating to the performance of this Agreement.

**IX. DISCLAIMER OF LIABILITY**

The City shall not be liable or responsible for the towing or storage of any vehicle unless such liability or responsibility has been acknowledged in writing by the Chief of Police or his designee, or unless such liability or responsibility is imposed by law.

**X. ADVERTISING**

Contractor shall not display or use any signs, advertising materials, logos, etc., which indicate that Contractor is an official towing service for the City of South Gate without the prior written authorization of the City Manager or Chief of Police or either of their designees.

**CITY OF SOUTH GATE  
TOWING AND STORAGE FRANCHISE AGREEMENT**

This Towing and Storage Franchise Agreement ("Agreement") is made and entered into as of November 28, 2017 by and between the City of South Gate, a municipal corporation ("City"), and Mr. C's Towing of South Gate, Inc., a California Corporation ("Contractor").

**RECITALS**

This Agreement is made with reference to the following facts:

A. The City requires, from time to time, towing and storage services in connection with vehicles which have been determined to be a public nuisance pursuant to Title 6 of the South Gate Municipal Code, or which are in violation of statutes and ordinances relating to parking, traffic, and law enforcement, including without limitation, Title 8 of the South Gate Municipal Code. Those services shall include, but will not be limited to, responding to locations of police emergency situations when requested for the purpose of removing vehicles that are apparently abandoned or involved in an accident; or which constitute an obstruction of traffic because of: (1) mechanical failure; (2) vehicles determined to be public nuisances or in violation of statutes and ordinances relating to parking, traffic, and law enforcement; (3) accident or roadway clean up; or (4) tow services for City owned vehicles at no cost to the City (hereinafter collectively referred to as the "Services").

B. Contractor represents that it has the managerial and operating personnel, and facilities and equipment, necessary to provide the required Services to the City on the terms and conditions hereinafter set forth.

C. In 2012, the City issued and implemented a request for qualifications for the Services ("RFQ"). Contractor submitted a responsive statement of qualifications, and the City selected Contractor as a provider of the Services commencing December 23, 2012. The 2012 agreement provided for a term of five (5) years, and allowed an option at the City's discretion for a two year extension thereof. The City Council has elected to exercise the option and extend the term of the Contractor's services from December 23, 2017 to and including December 31, 2018, and to make modifications to the 2012 agreement, as reflected herein. The terms of this Agreement shall supersede the 2012 agreement, including a related amendment thereto, with the Contractor.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the parties agree as follows:

**I. PARTIES, TERM AND SCOPE OF SERVICES**

**Section 101. Parties to the Agreement.**

The parties to this Agreement are:

A. The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280-3075.

B. Mr. C's Towing of South Gate, Inc., a California Corporation, at 4421 Mason Street, South Gate, California 90280

**Section 102. Representatives of the Parties and Service of Notices.**

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

A. The representative of the City shall be:

Chief of Police  
CITY OF SOUTH GATE  
8620 California Avenue  
South Gate, California 90280

With a copy to:

City Manager  
City Clerk  
CITY OF SOUTH GATE  
8650 California Avenue  
South Gate, California 90280

B. The representative of Contractor shall be:

Jerry Brown, General Manager  
Mr. C's Towing of South Gate, Inc., a California Corporation  
4421 Mason Street  
South Gate, California 90280

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 first class U.S. mail, postage prepaid.

D. If the name of the representative designated to receive the notices, demands or communications for the parties or the address to which notice shall be given is changed, written notice of such change shall be given to the other party within (10) calendar days of said change.

**Section 103. Term of Franchise Agreement**

A. Contractor acknowledges and confirms that the City may in its sole discretion enter into agreements with other providers of the Services that are the subject of this Agreement. In that regard, nothing contained in this Agreement shall be deemed, construed or interpreted to give Contractor an express or implied exclusive right to provide the Services to the City, whether of the same or substantially similar type or nature of Services or otherwise.

B. The term of this Agreement shall be for slightly longer than two (2) years, commencing on December 23, 2017, through and including December 31, 2019.

C. Performance under this Agreement shall not commence until Contractor has obtained the City's written approval of the insurance required in Section 401.

D. If Contractor does not have a tow yard within the City's boundaries, Contractor shall use best efforts to locate and open a tow yard within six (6) months from commencement of the Agreement.

**Section 104. Termination for Convenience**

A. The City may, at its sole option and discretion, terminate this Agreement for convenience by giving Contractor thirty (30) days written notice thereof in accordance with Section 102.C herein. Contractor agrees and acknowledges that it shall continue to provide the Services to the City during the thirty (30) day notice period described in this Section 104.A.

**Section 105. Termination for Cause**

This Agreement may be terminated for cause by either party upon the occurrence of any of the following:

A. Failure to Perform or Material Breach. There shall be a substantial failure to perform or material breach of the Agreement by the other party with respect to one or more of its obligations hereunder, which failure to perform or material breach shall not have been cured within ten (10) calendar days after written notice specifying the nature of such failure to perform or material breach.

B. Bankruptcy. Should either party here file a voluntary petition in bankruptcy, or be declared insolvent, or execute an assignment for the benefit of creditors, or should an involuntary petition in bankruptcy be filed, or

should a receiver or trustee be appointed by any court or government agency to administer the affairs and assets of such party, then and in that event, the other party hereto may, at its option, terminate this Agreement by giving the first party, or its legal representative, written notice of its election to so terminate, effective immediately on the date of such notice, or any date thereafter selected by the party electing to terminate.

C, Dissolution. Upon the dissolution of either party, this Agreement shall automatically terminate.

#### **Section 106. Termination for Acts of Moral Turpitude**

A. This Agreement may be immediately terminated by the City at its sole option in the event that the City acquires information or knowledge which causes the City to have a reasonable belief that Contractor has: (1) committed a crime of moral turpitude including but not limited to embezzlement, fraud or commission of any other felony, or a misdemeanor involving acts of dishonesty, or (2) engaged in actions or conduct that has caused adverse effects on the reputation of the City, and/or the City's relationships with its citizens or members of the general public.

B. The City shall give Contractor notice of termination of the Agreement in accordance with Section 102.C herein. Termination of this Agreement under Section 106 hereof shall be effective as of the date of service of the Notice of Termination as set forth in Section 102.C.

#### **Section 107. Scope of Services.**

A. City hereby engages Contractor, and Contractor accepts such engagement, as a provider of the Services for those vehicles which are generally described in Paragraph A. of the Recitals of this Agreement. Contractor shall perform the Services in a prompt, efficient and orderly manner following notification by the City's representative, as designated in Section 102.A, above, or by any other authorized officer or employee of the City.

B. Contractor shall provide the Services for all vehicles registered to the City, within a fifty (50) miles radius of the City limits, at no charge to City. The Services shall be provided by Contractor at all times (24/7/365) including weekends and holidays. The Services shall include, but are not limited to tire changes, battery jump starts and towing of inoperable vehicles.

C. For the first fifteen (15) days of an evidentiary hold of a vehicle which belongs to a victim of a crime, Contractor shall not charge any storage fees for this period of time.

D. Contractor acknowledges there are some situations when a local agency must go outside the City limits to make arrest(s) or for investigative purposes. Contractor agrees to respond to all City/Police requests within the City and outside City limits.

E. If requested, Contractor shall grant periodic requests to utilize its facilities for City's K-9 unit training. South Gate facilities shall also be available to the South Gate Police Department for similar training, should they need.

## **II. DUTIES AND POWERS OF THE CITY**

### **Section 201. Chief of Police**

The Chief of Police or his designee shall be responsible for the administration of this Agreement. The Chief of Police or his designee is authorized to issue to Contractor directives concerning policies and procedures to be implemented in connection with the towing and storage of vehicles. All policies and procedures shall not be in conflict with any policy or procedure specified in this Agreement, and must apply equally to all City tow and storage Contractors. In the event of a dispute between the parties as to the nature and extent of the services to be performed hereunder, or the level and manner of performance, the dispute shall be referred to the Chief of Police or his designee, and then; if unresolved, to the City Manager or his designee. The City Manager or his designee may refer the matter for an administrative hearing if any party to the dispute so requests.

## **III. DUTIES AND POWERS OF CONTRACTOR**

### **Section 301. Independent Contractor Status.**

The parties agree that the performance of Contractor's services hereunder shall be in the capacity of an independent contractor, and that no officers, agents, employees, or subcontractors of Contractor have been, are or shall be employees of the City by virtue of this Agreement. Contractor shall so inform each individual or entity which is hired, retained or engaged to perform any services under this Agreement.

### **Section 302. Rates, Fees and Charges.**

A. Franchise Fee. The Franchise Fee shall be \$10,000.00 payable as follows: \$5,000.00 upon the execution of this Agreement, and one additional payment of \$5,000.00 payable on or before December 23, 2018. If that day falls on a holiday, set payment shall be due on the next business day. In addition, Contractor shall pay to the City, on a monthly basis, an amount equal to fifteen percent (15%) of Contractor's gross income for all towing and storage services

as a monthly Franchise Fee. Said Franchise Fee shall be paid no later than the 10th calendar day of each month for the gross income collected in the month immediately preceding.

B. Administration Fee. Contractor agrees to pay the City Forty Five dollars (\$45.00) for every vehicle hooked up to a tow vehicle within the City which requires the submission of a CHP 180 form, whether by request of the City Police or a private party; or for any private property Impound within the City of South Gate. This said fee will be passed on to the vehicle owner and then sent to the City by the 10th calendar day of each month. Contractor must pay said fee regardless of whether payment is received from the vehicle owner.

C. Late Payment Charges. Franchise Fees and Administrative Fees as described herein (the "Fees") shall be deemed timely paid only if delivered or postmarked on or before the due date. If the Fees are not timely paid by the thirtieth (30) calendar day following the month in which the Fees were generated by the Contractor, Contractor shall be subject to Termination for Cause under this Agreement and/or to any other charges which may be established and assessed by the City, including, but without limitation, a late payment charge equal to one and one-half percent (1.5%) per month of the unpaid balance of Fees due and owing for each month, or portion thereof, that the Fees remain unpaid. **Failure to tender the unpaid balance within ten (10) calendar days of receiving written notice that any outstanding balances is past due may, in the sole discretion of the City, result in the immediate termination of the Contract.**

D. No City Liability. City shall have no responsibility or liability to Contractor for payment of any costs, charges or expenses incurred by Contractor for towing or storing any vehicles pursuant to the terms of this Agreement. Contractor shall have the right to salvage vehicles pursuant to this Agreement, subject to compliance with all applicable statutes and regulations.

E. Fee Limits and Posting. The rates, fees and charges imposed by Contractor for towing or storing any vehicles pursuant to the terms of this Agreement shall be as follows:

S.G.P.D.	LIGHT	\$170.00	\$45.00	Under 1 Ton
S.G.P.D.	MEDIUM	\$185.00	\$45.00	Over 1 Ton & Over 20'
S.G.P.D.	HEAVY	\$250.00	\$45.00	Over 1 Ton & Over 41'

All standard service calls such as, but not limited to, tire change, dollying, winching, loading and unloading, clean-up, lock-out service and/or fuel delivery service shall be subject to a Forty-Five Dollars (\$45.00) per hour service fee. In addition, After Hour gate Fee (after 7:00 p.m. Monday through Sunday) shall be charged in the amount of Eighty Five Dollars (\$85.00) per vehicle release.



Said rates, fees and charges shall apply equally to any additional towing and storage Contractors with whom the City enters into a contract with to provide Services in the future. In addition, such rates, fees and charges shall be subject to review and modification on the first day of each calendar year by the Chief of Police or his designee. Such rates, fees and charges shall be posted in a conspicuous location at Contractor's place of business and may be collected by Contractor from a vehicle owner or property owner at the time he or she receives service or desires to affect the release of the vehicle from Contractor's storage facilities.

F. Resolution of Disputes. Should there be any dispute between Contractor and a vehicle owner or property owner over rates, fees and charges imposed for services rendered under this Agreement, such dispute shall be decided by the Chief of Police or his designee, and Contractor shall make no demands upon the vehicle owner or property owner for a sum in excess of the amount determined to be reasonable by the Chief of Police or his designee. The Chief of Police or his designee may refer the matter for an administrative hearing if any party to the dispute so requests.

### **Section 303. Regulations.**

Contractor shall comply with all state statutes and local ordinances, shall make all reports required by the Vehicle Code of the State of California, and shall follow all reasonable rules and regulations which the Chief of Police of the City or his designee may from time to time prescribe governing the conduct of Contractor's operations under this Agreement. Said rules and regulations shall be in writing and apply equally to all City towing and storage Contractors. The "Rules and Regulations" applicable upon the effective date of this Agreement are attached hereto as Exhibit A and incorporated herein by this reference. **FAILURE OF CONTRACTOR TO COMPLY WITH THE RULES AND REGULATIONS SHALL CONSTITUTE CAUSE FOR TERMINATION OF THIS FRANCHISE AGREEMENT.**

### **Section 304. Record Keeping and Reporting.**

Contractor shall keep records on all vehicles handled by Contractor pursuant to this Agreement as set out in Article VI B of Attachment A. Reports containing said records shall be submitted for each month no later than the 15th day of the following month. Said reports shall be submitted to the Chief of Police or his designee in writing and on external computer drive, or sent by e-mail, using a spreadsheet program acceptable to the Chief of Police or his designee. The Chief of Police or his designee may conduct periodic audits of Contractor's records. Should there be any dispute between Contractor and the City relating to the records and fees paid, such dispute shall be referred to the Chief of Police or his designee, and then, if unresolved, to the City Manager or his designee. The City Manager or his designee may refer the matter for an administrative hearing if either party to the dispute so requests.

#### **IV. GENERAL TERMS AND CONDITIONS**

##### **Section 401. Insurance.**

A. Liability Insurance. Contractor shall obtain and maintain in force at all times during the term of this Agreement the following insurance coverage:

1. Garage liability insurance with minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit coverage against any injury, death, loss or damage due to any wrongful or negligent acts or omissions by Contractor, subcontractor and/or his employees.

2. Automobile liability insurance covering all vehicles used by Contractor to fulfill this Agreement, with minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit coverage against any injury, death, loss or damage due to wrongful or negligent acts or omissions by Contractor and/or his employee and/or subcontractors.

3. "On-Hook" liability insurance with minimum limits of Twenty-five Thousand Dollars (\$25,000).

4. Garage keeper's liability insurance with minimum limits of Two Hundred Thousand Dollars (\$200,000) combined single limit coverage.

All insurance required hereunder shall be issued by a company rated "A" or better in Best's Kay Rating Guide and authorized to transact business in the State of California as an admitted surety insurer.

B. Certificate of Insurance. Contractor shall not commence performance under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the City. Contractor shall furnish to the City certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Said certificates shall name as additional insureds the City and its officers, employees and agents, and shall specify or be endorsed to provide that thirty (30) days' notice must be given of any pending change in the limits of liability or of any cancellation or modification of the policy. Said certificates shall further provide that the insurance afforded thereby to the City and its officers, agents and employees, shall be primary insurance to the full limits of liability of the policy, and that if the City, or its officers, agents and employees, have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

C. Workers' Compensation & Employer's Liability Insurance. Throughout the term of this Agreement, Contractor shall obtain and maintain Workers' Compensation and employer's liability insurance. That minimum limits for the Workers' Compensation shall be governed by California statute and the minimum limits for the employer's liability insurance shall be One Million Dollars (\$1,000,000).

D. Failure to Provide Insurance. Notwithstanding Section 104, the City may, without prior notice, immediately suspend or terminate this Agreement if, at any time, Contractor fails to provide or maintain the insurance required hereunder.

E. Increase in Coverage. Nothing contained in this section shall be deemed to preclude the City, after consultation with other law enforcement agencies, from requiring Contractor to increase the amounts of insurance coverage specified herein, or to obtain and maintain other types of insurance coverage, in order to protect the interests of the City and its vehicle owners and operators. Contractor shall comply with such new or additional requirements within a reasonable time after receipt of City's written request.

**Section 402. Indemnification.**

Contractor shall undertake and agree to defend, indemnify and hold harmless the City, its elective and appointed boards, officers, agents, assigns and successors in interest, from and against all suits, and causes of action, claims, losses, demands and expenses, including but not limited to, attorneys' fees and costs of litigation and investigation in order to defend against any damage or liability of any nature whatsoever; for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of any third party, arising in any manner by reason of, or in incident to, the performance of service under this Agreement on the part of Contractor, or Contractor's officers, agents; servants, employees or subcontractors.

**Section 403. Non-Discrimination.**

A. In the performance of this Agreement, Contractor shall not discriminate against any member of the public, employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. Contractor will take affirmative action to ensure that members of the public are served, 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.

B. The provisions of Section 403 A, above, shall be included in all solicitations or advertisements placed by or on behalf of Contractor for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Contractor and its subcontractors for purposes of determining compliance with the fair employment and non-discrimination provisions of this Section.

**Section 404. Permits and Licenses.**

Contractor shall obtain and maintain during the term of this Agreement all necessary licenses, permits and certificates required by law for the conduct of Contractor's activities and for the provision of services hereunder, including a business license issued by the City.

**Section 405. Conflict of Interest.**

The parties agree that, to their knowledge, no member of the City Council, officer or employee of the City has any interest, whether contractual, non-contractual, financial or otherwise in this transaction, or in other business of Contractor, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party, even if such interest would not be considered a conflict of interest under applicable laws. Contractor covenants that it has, at the time of execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner with that performance of services required hereunder. Contractor further covenants that, in the performance of the services hereunder, no person having any such interest shall be engaged or employed.

**Section 406. 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. Thereafter, any dispute or controversy arising under this Agreement, including a dispute regarding the amount of fees, shall be determined and settled by binding arbitration in Los Angeles County under the rules of the Judicial Arbitration and Mediation Services (JAMS). Judgment on the award may be entered by any Court having competent jurisdiction.

B. Disputes regarding the precipitating cause for any removal, seizure or impound of a vehicle directed by the Police Department shall, to the extent feasible, be resolved by the Police Department Station Commander pursuant to Division 11, Chapter 10 of the Vehicle Code commencing with Section 22650 thereof; provided, however, that this procedure shall not apply to removal of vehicles pursuant to Sections 22660 through 2668, inclusive, and Sections 22655, 22658, or 22710 of the Vehicle Code. Unresolved disputes shall be

referred to the attention of the Police Department Traffic Supervisor by the aggrieved party within ten (10) days after the disputed removal, seizure or impound. A hearing shall be conducted by the City's Police Traffic Supervisor in accordance with the hearing rules established by the Police Department. Contractor shall abide by the decision rendered.

C. 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 attorneys' fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

**Section 407. Amendments.**

This Agreement supersedes all prior proposals, agreements and understandings between the parties and may not be modified or terminated orally, and no modification, termination, or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

**Section 408. Governing Law.**

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

[The remainder of this page left blank for spacing purposes.]

**Section 409. Enforceability.**

In case any one or more of the provisions or parts of a provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement or the validity or enforceability of such provision or portion thereof in any other jurisdiction; rather, this Agreement shall be reformed and deemed to be and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein or therein, and such provision or part shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted, in such jurisdiction.

**NOW, THEREFORE, THE PARTIES AGREE TO EACH OF THE TERMS SET FORTH ABOVE.**

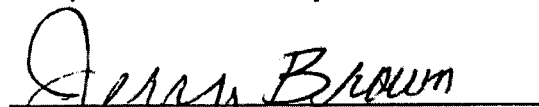
**CITY OF SOUTH GATE**

Date: 11/29/2017

  
Maria Davila, Mayor

**MR. C's TOWING OF SOUTH GATE, INC., a California Corporation**

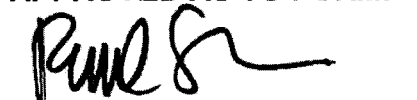
Date: 12-7-17

  
Jerry Brown, General Manager

**ATTEST:**

  
Carmen Avalos, City Clerk

**APPROVED AS TO FORM:**

  
Raul F. Salinas, City Attorney

**EXHIBIT A**  
**RULES AND REGULATIONS**

The Rules and Regulations set forth below shall govern the conduct of Contractor's operations under the TOWING AND STORAGE FRANCHISE AGREEMENT ("Agreement") by and between the CITY OF SOUTH GATE, a municipal corporation ("City"), and Mr. C's Towing of South Gate, Inc., a California Corporation

**I. AVAILABILITY OF SERVICES**

- A. Towing services shall be available 24 hours a day, 7 days a week, 365 days a year.
- B. Vehicles must be available for release from impound and storage 24 hours a day, 7 days a week, 365 days a year. Contractor must clearly mark its storage facility with a telephone number to call if release is requested after normal working hours.
- C. Contractor shall respond to the location requested by the City within fifteen (15) minutes of receipt of a call from the City, as to Light Duty tows. As to Medium and Heavy Duty tows (due to the oversized nature of the response units), Contractor shall respond to the location requested by the City within thirty (30) minutes of receipt of a call from the City. If Contractor is not able to respond within the aforementioned response time, it shall notify the City immediately advising the City of the expected time of arrival (ETA). If the ETA is unacceptable to the City, the City reserves the right to contact an alternate towing Contractor to provide the service.
- D. Contractor shall have at least three (3) tow trucks available for service required by the City under this Agreement 24 hours a day, 7 days a week, 365 days a year.
- E. Contractor may be requested periodically to provide deployment of additional trucks for special events such as DUI check points street fairs and/or parades. Contractor shall have the capability, with or without the use of subcontractors to provide tow service for two hundred (200) vehicles in a five (5) hour period for said special events. Such events will be coordinated with Contractor at least 24 hours in advance.
- F. Contractor shall provide all roadside assistance, including, but not limited to, unlimited towing, lock out, roadside cleanup, and jump services for all City owned vehicles within a 50 mile radius of the City limits, at no additional cost to the City.

## **II. IMPOUNDED VEHICLES**

- A. All impounded vehicles shall be stored in a building or in an area that is secure and enclosed by walls or fencing that is approved by the City. Contractor will maintain a secured facility or facilities equipped with 24-hour closed circuit television surveillance, attendants on duty 24 hours a day, or another City approved means of security, as approved by the Chief of Police or his designee.**
- B. The entire storage facility, including but not limited to public access areas, must be illuminated to such a degree that clear visual observation of the facility may be made during the hours of darkness.**
- C. The storage facilities must be capable of holding a minimum of seventy-five (75) cars, with sufficient room to provide reasonable accessibility and to prevent damage.**
- D. Contractor shall not perform any work or services upon any impounded vehicle without first obtaining the owner's written consent to such work or services.**
- E. No contract or purchase order for repairs on an impounded vehicle shall be solicited or received by Contractor from an owner until the vehicle has been released by the Chief of Police or his designee.**
- F. Contractor shall safeguard all vehicles and other property placed in its possession pursuant to the Agreement. The indemnification set forth in section 402 shall be applicable to all claims or demands attributable to or arising out of Contractors possession, control and handling of such vehicles and property.**
- G. The storage facility shall have one separate enclosed garage capable of holding a minimum of five (5) vehicles, for vehicles that have been ordered impounded by the Police Department as a result of being involved in the commission of a crime or as evidence. Said enclosed garage shall be lockable and the Police Department may have possession of the key to the garage. Vehicles stored in said garage shall not be removed from protective storage until released by the Chief of Police or his designee.**
- H. With the exception of private impounds, Contractor shall not remove any vehicle from the storage facilities without authorization from the Chief of Police or his designee.**



### **III. RELEASE OF IMPOUNDED VEHICLE**

- A. Contractor shall release impounded vehicles only upon presentation of an official Police Department Release signed by an authorized officer of the City's Police Department.
- B. Contractor shall ensure that personnel are available at all times of the day or night to release any vehicle impounded or stored on the premises.
- C. Contractor shall advise the Records Bureau of the Police Department of all vehicles impounded by the Police Department and not released after thirty (30) days. Contractor shall identify such vehicles by year, make, model, color, license and vehicle identification number, and shall comply with Section 10652 of the Vehicle Code by notifying the California Highway Patrol, Sacramento, California, by receipted mail.
- D. If Contractor fails to give the notice referred to in Section 10652 of the Vehicle Code, the indemnification provisions of Section 402 of the Agreement shall apply to all claims, demands or suits against the City attributable to or arising out of such failure.
- E. Contractor will, at the request of the Chief of Police or his designee, release any vehicle from storage and/or impound at no cost to the registered owner or the City.

### **IV. CONTRACTOR'S TOW TRUCKS**

- A. Each tow truck shall be supplied with such forms as may be specified by the Chief of Police or his designee for the purpose of taking a complete inventory of the contents of any vehicle that is to be removed from the street or from public or private property when the vehicle owner is not present. The operator of each tow truck shall complete the specified forms in accordance with instructions from the Chief of Police or his designee.
- B. Contractor shall have available a minimum of three (3) standard tow trucks of one ton rating or greater with dual rear wheels and one flat bed tow vehicle for service provided under this Agreement to the City. In addition, Paragraph 1, Section D, of this Agreement provides for the availability of at least 3 tow trucks at all times.
- C. Contractor shall either have, or have access through a subcontractor, special towing equipment which is required to handle unique vehicles, such as classic or luxury automobiles, and specialized types of vehicles such as motor homes, motorcycles and forklifts.

- D. Contractor shall either have or have access through a subcontractor, a tow vehicle capable of towing large trucks.
- E. Contractor shall not employ converted pickup trucks or other vehicles not specifically designed by the manufacturer for towing other vehicles.
- F. All vehicles used shall contain necessary communications equipment for radio transmissions and reception which comply with all FCC regulations and requirements. City frequencies shall not be used by Contractor and all of the aforementioned equipment shall be purchased and maintained at Contractor's expense.
- G. All vehicles shall be well maintained and neat in appearance and conform with the appearance guidelines set by the City Manager or the Chief of Police or either of their designees.
- H. All tow vehicles shall have a cable winch of sufficient size and capacity to retrieve vehicles that may have gone over embankments or off traveled portions of roadways into inaccessible locations.
- I. All tow vehicles shall also have the capability to tow a boat or other trailered items.
- J. Contractor is expected to possess the standard tools of the trade such as slim jim, dolly, etc.
- K. All vehicles shall also conform to and be maintained according to the latest edition of the California Highway Patrol procedures.
- L. Contractor's tow trucks shall be rated, at a minimum, at one-ton capacity, and each vehicle shall be equipped, operated and maintained in compliance with Sections 24605, 25253, 25300, 27700 and 27907 of the Vehicle Code.
- M. Contractor's tow trucks shall be inspected at least annually, and a copy of the inspection report shall be delivered to the Chief of Police or his designee. All disputes related to inspection reports shall be referred to the Chief of Police or his designee, and then, if unresolved, to the City Manager or his designee. The City Manager or his designee may refer the matter for an administrative hearing if any party to the dispute so requests.
- N. "Official Police Tow" shall be clearly designated on all of Contractor's tow trucks in a form approved by the Chief of Police or his designee.

## **V. CONTRACTOR'S PERSONNEL**

- A. All tow truck driver personnel must possess the proper State of California Driver's License required to operate all vehicles and equipment required to be used in the performance of the contract.
- B. Prior to engaging the services of any driver, Contractor shall provide to such driver copies of all applicable provisions of the Vehicle Code relating to vehicle towing and storage services and shall ascertain that such driver has read and understands said provisions. In addition, all tow truck driver personnel shall be thoroughly trained in the proper and safe use of all equipment used in doing the necessary work.
- C. Contractor's business operations shall be conducted at all times in an orderly, ethical and courteous manner, and Contractor shall use its best efforts to secure and maintain the confidence of vehicle owners and operators.
- D. All tow truck driver personnel shall wear uniforms which bear the name of the individual and the towing company in a conspicuous place on the uniform. The form of the patch shall be approved by the Chief of Police or his designee.
- E. All tow truck driver personnel performing services for the City under this Agreement shall be photographed and subject to a fingerprint background check by the South Gate Police Department before commencing any work for the City. This includes present as well as future employees. The Chief of Police or his designee shall have the right to approve or disapprove of any driver who has a criminal record.
- F. All tow truck driver personnel shall be fluent in the English language.
- G. All tow truck driver personnel performing services for the City under this Agreement shall be subjected to random drug tests twice a year, conducted and paid for by Contractor. Contractor shall provide the drug test results to the City twice a year. The Chief of Police or his designee will have the right to approve or disapprove of any driver who tests positive for drugs.

## **VI. MAINTENANCE OF RECORDS**

- A. Contractor shall maintain a file of all Form CHP 180 as received and transmitted by the Chief of Police or his designee.

- B. Contractor shall maintain a bound Log Book of calls received from the Police Department. The Log Book shall record the following:
1. Time of receipt of call.
  2. Location of call.
  3. License number, make and model of vehicle.
  4. Date of release.
  5. Person or firm to whom released.
  6. Charges imposed.
- C. The Chief of Police or his designee may inspect Contractor's records upon reasonable notice for the sole purpose of insuring compliance with this Agreement. Any issues will be forwarded to the City Manager or his designee for resolution. The City Manager or his designee may refer the matter for an administrative hearing if any party to the dispute so requests.

## **VII. ROTATING SCHEDULE FOR SERVICE CALL**

- A. If, and only if, the City enters into an agreement with additional towing and storage Contractor to provide Services (as defined Recital A of the Agreement), the City may adopt a written rotation schedule under such terms and conditions as determined by the Chief of Police or his designee and authorized by the City Manager or his designee. The rotation schedule shall be provided to all City towing and storage Contractors
- B. Each City rotation towing and storage Contractor shall receive police initiated requests for service assignments on an equal basis. To ensure equal opportunity for and use of each Contractor, the services of each will be used on a strict rotation basis, alternating among each Contractor on all police-initiated calls for service in the field, and all check points, street fairs, parades and other special events, and whenever tow services are otherwise required by the City. The Chief of Police or his designee will monitor the calls for service and use of each Contractor. Any dispute relating to the rotation schedule or the equality of assignments shall be referred to the Chief of Police or his designee, and then, if unresolved, to the City Manager or his designee. The City Manager or his designee may refer the matter for an administrative hearing if any party to the dispute so requests.
- C. In the event that Contractor receives a service call from City/Police and then such call is cancelled by City/Police, then in that event, Contractor shall be immediately placed into the next call of the rotation schedule.

- D. In the event of a service call pursuant to Section 105(b) of the Towing and Storage Franchise Agreement, these types of calls shall not be included in the service rotation schedule. Thus, a contractor responding to this type of service call shall not be penalized by losing a rotation call.

**VIII. COMPLIANCE WITH STATE LAW**

- A. Contractor shall comply with Sections 22523, 22524, 22669, 22670, 22671 and 22850 through 22856 of the Vehicle Code, which relate to the removal, storage and disposition of abandoned vehicles and liens of garage keepers.
- B. Contractor shall keep fully informed of and comply with all City, County, State and Federal Laws, ordinances and/or regulations which are applicable to the Contractor and/or those engaged or employed by Contractor in doing the services to be provided by Contractor pursuant to this Agreement, including, but not limited to, the handling of vehicles, lien sales with outstanding parking penalties, owner notifications, removal, storage and disposition of abandoned vehicles, etc.
- C. Contractor shall obtain and maintain all permits and licenses, pay all charges and fees, and give all notices required by City ordinances or other laws relating to the performance of this Agreement.

**IX. DISCLAIMER OF LIABILITY**

The City shall not be liable or responsible for the towing or storage of any vehicle unless such liability or responsibility has been acknowledged in writing by the Chief of Police or his designee, or unless such liability or responsibility is imposed by law.

**X. ADVERTISING**

Contractor shall not display or use any signs, advertising materials, logos, etc., which indicate that Contractor is an official towing service for the City of South Gate without the prior written authorization of the City Manager or Chief of Police or either of their designees.

**RECEIVED**

**Item No. 13**

AUG 21 2019

**City of South Gate**  
**CITY COUNCIL**

**CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER**

**AGENDA BILL**

For the Regular Meeting of: August 27, 2019

Originating Department: Administration

Management Analyst: Marina Urias

City Manager: Michael Flad

**SUBJECT: CITYWIDE WORK PROGRAMS FOR FISCAL YEARS 2018/19 AND 2019/20**

**PURPOSE:** This is an annual report to the City Council to provide a list of the objectives and projects completed in Fiscal Year 2018/19 and objectives and planned projects for Fiscal Year 2019/20.

**RECOMMENDED ACTIONS:**

- a. Receive and file the Citywide Work Program for Fiscal Year 2018/19; and
- b. Adopt and approve the Citywide Work Program for Fiscal Year 2019/20.

**FISCAL IMPACT:** There is no fiscal impact to the General Fund. Some objectives require further cost option research, which may be presented to the City Council at a later date for future consideration.

**ANALYSIS:** For the completed Fiscal Year 2018/19 Work Program, staff completed 130 objectives listed in the Work Program. The projects in Fiscal Year 2018/19 Work Program that were not completed will be included in the Fiscal Year 2019/20 Work Program, unless stated otherwise. For the new Fiscal Year 2019/20 Work Program, staff is submitting a total of 178 objectives.

**BACKGROUND:** This is the sixth consecutive year staff has developed a Citywide Work Program for the new fiscal year. In that time, staff has completed 695 objectives. The Citywide Work Program lists the objectives each Department is scheduled to complete this fiscal year based on the goals set by the City Council, which include:

- Improve communications and civic engagement.
- Continue refining the five-year budget forecast, adopting a responsible budget and funding reserves.
- Encourage economic development and workforce development.
- Continue creating and protecting strong and sustainable neighborhoods.
- Continue infrastructure improvements.
- Maintain community-based police services.

In addition to the above mentioned goals, staff proposes internal goals to improve each department's efficiency.

The Citywide Work Program is a tool to track the progress of City projects and assist the City Council and community in understanding how City funds are being utilized to improve services.

The Citywide Work Program is a living document and is updated frequently throughout the year. The document is also available on the City's website.

During this City Council meeting, each Department Director will provide a presentation to the City Council on the new objectives that their Department intends to achieve in the current year.

**ATTACHMENTS:** 1) Work Program FY 2018/19  
2) Work Program FY 2019/20

**Work Program FY 2018/19 Update**

Item	Objective	Target Date	Department	Status	Notes
<b>Goal 1. Improve Communications and Civic Engagement</b>					
1	Increase civic engagement in the City's budget process.	May 2019	Administrative Services	Completed	Held 4 Budget Subcommittee Meetings.
2	Recognize students who graduated college at a City Council Meeting or special event.	Ongoing	City Clerk and City Manager's Office	Ongoing	None.
3	Continue video series that highlight upcoming events and City programs.	June 2019	City Manager's Office	Completed	Completed 17 "This Week in South Gate" videos to promote city events & programs.
4	Work with Rotary and the Chamber of Commerce on a South Gate Speaker Series.	May 2019	City Manager's Office	Completed	Held 4 Speaker Series with the South Gate Chamber of Commerce.
5	Work with high schools on feasibility of future broadcasting of sporting and special events.	June 2019	City Manager's Office	Completed	A channel 3 evaluation report was completed. PAC subcommittee will make a recommendation to CC regarding the operation of channel 3 & PAC budget.
6	Continue Mayor's Business Visitation program.	Ongoing	Community Development	Completed	Several business visits were scheduled with City Council Members.
7	Conduct community forum on homelessness.	March 2019	Community Development	Completed	Community Forum held on May 18, 2019.
8	Provide community updates and engage Downey and LA County regarding development of American Legion site.	Ongoing	Community Development	Ongoing	Continue emailing interested community members, update City website and hold community meetings.
9	Continue engaging the community on the Cities for Citizenship Campaign.	Ongoing	Community Development	Ongoing	



## Work Program FY 2018/19 Update

Item	Objective	Target Date	Department	Status	Notes
10	Continue engaging with churches and congregations on the City's events.	Ongoing	Parks and Recreation	Completed	Will be combined with communication & outreach will continue to notify churches of city events, projects, etc.
11	Develop and present to the City Council a strategy for increasing the capacity of the City's nonprofit agencies.	June 2019	Parks and Recreation	Completed	Consultant is working on it, to be completed in Sept.
12	Schedule and complete annual community events such as: National Nightout, Family Day in the Park, and Back to School.	Ongoing	Police	Completed	
13	Maximize outreach of the Neighborhood Watch Program to encourage additional citizen involvement	Ongoing	Police	Completed	
14	Maximize Business Watch Program with the business community such as: Chamber of Commerce, Tweedy Mile Association and City Staff.	Ongoing	Police	Completed	Recruited additional business watch partners, held meetings & posted several business watch signs.
15	Improve accessibility with the general population by having a "Join Neighborhood Watch", "Tips for Patrols", and "Ask a Cop" button on the City's website home page.	Ongoing	Police	Delayed	
16	Continue to maximize and improve community relations through social media including Twitter, Instagram and Facebook.	Ongoing	Police	Completed	Develped several outreached videos to inform and educate the community.
17	Continue to maximize and improve community relations through social media including Twitter, Instagram and Facebook.	Ongoing	Police	Completed	
18	Schedule at least one "Block Captain" meeting during the year.	March 2019	Police	Completed	Held a total of 50 Neighborhood Watch Meetings.
19	Upgrade the City App and provide report on the App's efficiency and usage to City Council.	June 2019	Public Works	Delayed	On hold until the development of a new website is complete.

## Work Program FY 2018/19 Update

Item	Objective	Target Date	Department	Status	Notes
20	Install new visual equipment in the Council Chamber to improve the quality of public presentations.	December 2018	Public Works	Completed	New visual equipment was installed.
21	Host the Annual Earth Day event to raise environmental awareness.	Ongoing	Public Works	Completed	Event held with over 300 in attendance.
22	Host Public Works Week to promotes awareness in the community of how public works impacts daily lives.	May 2019	Public Works	Completed	Held education event for students and luncheon for employees.
23	Collaborate with Tweedy Mile Association in the maintenance and improvement of Tweedy Boulevard.	Ongoing	Public Works	Completed	Held 2 meetings with the Tweedy Mile Association at the Civic Center.
24	Implement the City's Used Oil Recycling Program for the protection of the environment, as well as to raise public awareness.	Ongoing	Public Works	Completed	Program promoted at City events.
25	Implement the City's Beverage Recycling Program to raise environmental awareness, and keep the City clean.	Ongoing	Public Works	Completed	Promoted at City events, elementary schools and via a mobile phone application.
26	Support the LA River revitalization efforts by hosting and supporting events in and around the Los Angeles River.	Ongoing	Public Works	Completed	River tour for State Water Resources Board; CCCA event at confluence point; and SELA Art Festival.
27	Support public events with services requiring roadway closures, as requested by the City Council.	Ongoing	Public Works	Completed	Christmas Parade, Navidad on Tweedy, City Hall Open House / Seaborg House Ribbon Cutting, Tweedy Mile Street Fair.
<b>Goal 2. Continue Refining the Five-Year Budget Forecast, Adopting a Responsible Budget and Funding Reserves</b>					
28	Develop plan to provide employees the full cost to the City for their employment.	June 2019	Administrative Services	Delayed	Software update required from Tyler.
29	Report to the City Council on major revenue sources (i.e. SB 1, Measure M, and Parks Bond).	March 2019	Administrative Services	Completed	Funding sources discussed during the budget sessions.

## Work Program FY 2018/19 Update

Item	Objective	Target Date	Department	Status	Notes
30	Evaluate the hiring of an Investment Advisor.	March 2019	Administrative Services	Delayed	Draft RFP has been prepared.
31	Research and provide options to the City Council on a trust to pay down unfunded liabilities.	February 2019	Administrative Services	Delayed	Scheduled for Budget Subcommittee in September/October 2019 meeting before taking to the City Council.
32	Adopt new financial policies.	April 2019	Administrative Services	Completed	Debt policy to be included with bond refinancing. Reserve policy being drafted.
33	Conduct a physical inventory of fixed assets and infrastructure.	June 2019	Administrative Services	Delayed	
34	Adopt a responsible and on-time Fiscal Year 2019/20 Budget.	June 2019	Administrative Services	Completed	Adopted on June 11, 2019.
35	Continue updating and refining the Five Year Financial Forecast.	Ongoing	Administrative Services	Completed	The five-year forecast is updated annually with the budget process.
36	Following the completion of the Sewer Master Plan, initiate a sewer rate study.	June 2019	Administrative Services and Public Works	Delayed	To be prepared in FY 19/20 to allow time to complete the Sewer Master Plan.
37	Conduct study sessions for new state funding programs (i.e. SB 1, Measure M, and Parks Bond).	March 2019	Administrative Services, Parks & Recreation and Public Works	Completed	SB-1 Funding for Fiscal Year 2019/20 programmed for Residential Resurfacing Program.
38	Develop a 5-Year Capital Improvement Program.	March 2019	Public Works and Administrative Services	Completed	Completed 5-Year CIP for the Water and Sewer Systems. Draft of 5 Year CIP completed.
39	Develop a Capital Improvement Program, Project and Billing Tracking System.	March 2019	Public Works	Delayed	

Work Program FY 2018/19 Update

Item	Objective	Target Date	Department	Status	Notes
40	Complete the Fleet Master Plan and identify a strategy to cost-effectively replace fleet.	February 2019	Public Works	Delayed	
41	Complete the development of a Water Master Plan and prepare a 5-year Capital Improvement Plan for the Water System.	March 2019	Public Works	Delayed	
42	Complete the Sewer Master Plan and prepare a 5-year Capital Improvement Plan for the Sewer System.	March 2019	Public Works	Delayed	
43	Participate in regional efforts to pursue strategies to fund storm water quality programs.	Ongoing	Public Works	Completed	
44	Participate in Lower LA River Revitalization Master Plan activities to maximize potential for funding, projects and programs in the City.	Ongoing	Public Works	Completed	
45	Issue a Request for Proposal to secure a consultant to review the agreement with Waste Management and potential for re-negotiation of the contract.	February 2019	Public Works	Completed	
46	Award a contract for street sweeping services.	March 2019	Public Works	Completed	
<b>Goal 3. Encourage Economic Development and Workforce Development</b>					
47	Continue expanding opportunities to work with Long Beach City College and East LA Community College on Workforce Development.	Ongoing	Community Development, City Manager's Office and Public Works	Ongoing	
48	Adopt Specific Plan for Gateway District/Proposed West Santa Ana Branch Transit Corridor.	March 2019	Community Development	Delayed	Scheduled for Planning Commission Public Hearing in August 2019.
49	Adopt Specific Plan for Tweedy Boulevard.	April 2019	Community Development	Completed	Adopted by City Council on March 12, 2019.
50	Initiate Local Economic Advisory Program (LEAP) to provide recommendations on ways to assist small businesses.	October 2018	Community Development	Completed	LEAP report presented to City Council October 23, 2018.

## Work Program FY 2018/19 Update

Item	Objective	Target Date	Department	Status	Notes
51	Continue improving processes and procedures to ensure customer friendly services.	Ongoing	Community Development	Ongoing	Development Review Process report completed in May 2019.
52	Present ordinance to Council adopting Quimby Fee for new development.	January 2019	Community Development	Delayed	Scheduled to be presented to City Council September 2019.
53	Complete sale of Successor Agency property at 7916 Long Beach Blvd.	January 2019	Community Development	Completed	Purchase & Sale Agreement approved by City Council December 11, 2018. Fell out of escrow due to contamination issues. Negotiations are being renewed.
54	Complete purchase of property for housing development at 9019 Long Beach Blvd.	January 2019	Community Development	Delayed	Purchase & Sale Agreement approved by City Council December 11, 2018. Fell out of escrow due to contamination issues. Negotiations are being renewed.
55	Present ENA with Habitat for Humanity for development of Housing Authority property at 9001-15 Long Beach Boulevard.	May 2019	Community Development	Completed	ENA approved by City Council April 23, 2019.
56	Explore Transit Oriented Development (TOD) options for Atlantic Ave. & Firestone Blvd.	Ongoing	Community Development	Ongoing	Phase I of Market Analysis completed May 2019.
57	Facilitate and coordinate for the successful processing of the East Los Angeles College Expansion Project.	Ongoing	Community Development and Public Works	Ongoing	
58	Explore economic development strategies for the area around the East Los Angeles College Expansion.	Ongoing	Community Development	Ongoing	

## Work Program FY 2018/19 Update

Item	Objective	Target Date	Department	Status	Notes
59	Continue exploring options for improving internet service for residents and fiber optics for businesses, including adding Wi-Fi to Tweedy Mile.	Ongoing	Community Development and City Manager's Office	Ongoing	FY 2019/20 Budget includes funding for Tweedy WIFI project.
60	Continue exploring grants with bicycle groups in the area to create new programs in the community.	Ongoing	Community Development and City Manager's Office	Ongoing	
61	Present Street Vendor Licensing Program for the City Council consideration.	December 2018	Community Development, Administrative Services, and Police Department	Completed	Ordinance adopted by City Council December 11, 2018 & Resolution to establish fees adopted December 11, 2018.
62	Participate in interdepartmental homeless task force to address homeless issues in City.	Ongoing	Community Development	Ongoing	Task Force established March 2019. Meetings are held every other month.
63	Prepare and present anti-gentrification options for Council consideration.	December 2018	Community Development	Completed	Report completed March 2019 & City Council briefing meetings held on March 25, 2019.
64	Present Accessory Dwelling Unit ordinance for the City Council consideration.	May 2019	Community Development	Completed	Ordinance adopted by City Council March 12, 2019.
65	Present overview of Art in Public Places program to Council.	December 2018	Community Development	Delayed	Overview to be provided July 2019.
66	Develop viable next step goals based on recommendations in the Tweedy Mile, Hollydale and Gateway Specific Plans.	June 2019	Community Development	Completed	Additional steps to be included in FY 2019/20 budget.

**Work Program FY 2018/19 Update**

<b>Item</b>	<b>Objective</b>	<b>Target Date</b>	<b>Department</b>	<b>Status</b>	<b>Notes</b>
67	Continue commercial façade improvement program with a strong emphasis on businesses along Tweedy Mile.	Ongoing	Community Development	Ongoing	Anticipate completing 4 projects in FY 2019/20.
68	Seek grants and partnership opportunities that support troubled and at risk youth.	June 2019	Parks & Recreation	Completed	Creating partnership with CA Conservation of LB.
69	Continue exploring joint use opportunities with LAUSD.	Ongoing	Parks & Recreation	Ongoing	Working on Legacy Football field/City pool agreement.
70	Maintain mentoring program for new employees and create program to develop employees for advancement and promotion.	Ongoing	Police	Ongoing	This program will remain in existence to achieve the stated objective.
71	Negotiate lease agreement with LA County Workforce Development, Aging and Community Services, prior to initiating final design on the Employment Resource Center.	March 2019	Public Works	Completed	Negotiations are ongoing. Two lease proposals provided to HUB Cities. Added to Work Program 2019/20.
72	Apply for a Economic Development Assistance Grant for the Employment Resource Center with the U.S. Department of Commerce.	February 2019	Public Works	Delayed	Draft application completed. Delayed submittal until negotiations with HUB Cities is complete.
73	Monetize bus stops by implementing a revenue generating bus bench advertisement contract.	March 2019	Public Works	Delayed	RFP issued and company selected. Agreement is scheduled for award July 2019.
<b>Goal 4. Continue Creating and Protecting Strong and Sustainable Neighborhoods</b>					
74	Continue work towards recruiting 100 block watch captains.	Ongoing	Police	Ongoing	Currently, there are approximately 95 captains and co-captains.
75	Target illegal vehicle sales on City streets.	Ongoing	Police	Ongoing	Patrol and Parking Enforcement, along with Code Enforcement officers continue to monitor this issue.

**Work Program FY 2018/19 Update**

<b>Item</b>	<b>Objective</b>	<b>Target Date</b>	<b>Department</b>	<b>Status</b>	<b>Notes</b>
76	Continue involvement with the Community Response Team on quality of life issues.	Ongoing	Police	Ongoing	Merged the CRT team with the Homeless Outreach Team due to the crossover issues.
77	Partner with local home improvement/ hardware/ home security stores to host a series of free seminars to improve home security.	Ongoing	Police	Ongoing	In contact with Home Depot regarding these workshops.
78	Continue partnering with home security companies to maintain discounted and subsidize rates on home security products.	Ongoing	Police	Ongoing	Partnership with Ring manufacturer ongoing providing home security at a discounted rates to residents.
79	Work with non-profits to fund educational events, programs to inform the community about safety & preparedness, school programs, and crime prevention equipment and training.	Ongoing	Police	Ongoing	
80	Continue working with the Sanitation Districts of Los Angeles County to limit impacts on proposed facility closures; begin developing alternatives if closures are implemented.	Ongoing	Public Works and Community Development	Completed	LACSD opted not to pursue a closure. Regardless, property added to the LA River Revitalization Plan.
81	Complete the Citywide Parking Study. Incorporate stakeholders through public outreach to maximize opportunities for public outreach.	Ongoing	Public Works	Completed	Draft Citywide Parking Study Complete. Engaged over 1,200 residents.
82	Collaborate with schools to implement the Safe Route to School Master Plan.	Ongoing	Public Works	Delayed	SR2S Plan presented at the School Collaborative Meeting. SRTS packages will be provide to all school in September 2019.
83	Pursue grant funding for CIP projects that meet City goals (e.g. safety, congestion relief, beautification, etc.).	Ongoing	Public Works	Completed	Submitted 14 grant applications. Received over \$7.1 Million in grant funds.



## Work Program FY 2018/19 Update

Item	Objective	Target Date	Department	Status	Notes
84	Monitor progress of State and Federal agency efforts in managing clean-up efforts on Greens Cleaners, Cooper Drum, Jervis Webb & Southern Ave Industrial.	Ongoing	Public Works	On-Going	Coordinated with agencies and oversaw cleaning efforts.
85	Start construction on the Hildreth Avenue Street Improvements.	January 2019	Public Works	Completed	Construction substantially completed.
86	Collaborate with Waste Management to relocate the Household Hazardous Waste Program to the City of South Gate.	September 2018	Public Works	Completed	Relocation from Placentia to South Gate was completed.
<b>Goal 5. Continue Infrastructure Improvements</b>					
<b>Street and Intersection Improvements</b>					
87	Support and coordinate with LAUSD in the oversight of construction activities related to the Legacy High School Development and of the new International Studies Learning Center campus.	Ongoing	Public Works, Parks & Recreation and City Attorney	On-Going	Roadway and sports field construction completed. Construction of traffic signal is pending.
88	To increase safety and reduce traffic congestion, complete construction on the Firestone Blvd Regional Corridor Capacity Enhancement Project.	May 2019	Public Works	Completed	Initial project completed. Additional scope of work added. Included in the Work Program FY 2019/20.
89	To enhance motorist, pedestrian and student safety, begin construction of the Firestone Blvd. & Otis St, widening of SW corner and Imperial Hwy Median Improvements (HSIP Cycle 5 Project).	March 2019	Public Works	Delayed	Caltrans delayed approval thus project to bid in late Summer 2019.
90	To enhance infrastructure conditions, and to beautify the Hollydale Shopping District, secure an E76 and bid construction of the Garfield Ave and Imperial Hwy Street Improvements Project.	January 2019	Public Works	Completed	E76 application was submitted. Pending Caltrans approval. Included in the Work Program FY 2019/20.

## Work Program FY 2018/19 Update

Item	Objective	Target Date	Department	Status	Notes
91	To enhance motorist and pedestrian safety, complete construction of the SR25 Cycle 10 to include a new traffic signal at the intersection of Firestone and San Miguel Ave, and install safety devices around SGMS.	January 2019	Public Works	Completed	Construction completed.
92	To enhance motorist and pedestrian safety, secure an E76 to initiate the design of the Garfield Avenue Complete Streets Corridor.	March 2019	Public Works	Delayed	RFP process completed. Project design consultant selected.
93	Initiate design on the Long Beach Blvd Pedestrian Improvements (ATP).	March 2019	Public Works	Delayed	RFP process completed. Project design consultant selected.
94	Initiate design on the Long Beach Blvd Medians Improvements (HSIP).	March 2019	Public Works	Delayed	RFP process completed. Project design consultant selected.
95	Enhance I-710 Freeway access by accelerating the design of the I-710 Southbound Ramp on Firestone Blvd.	Ongoing	Public Works	Delayed	Design expected to be completed in April of 2020.
96	Begin construction of congestion relief improvements at the Paramount Blvd and Somerset Ranch Road intersection to add a second eastbound, left turn pocket.	February 2019	Public Works	Delayed	Construction start date scheduled for August.
97	Initiate design of the Tweedy Blvd Signal Synchronization Project, to enhance traffic safety & circulation.	Ongoing	Public Works	Completed	Design in progress.
98	Enhance response time to filling potholes in the City by establishing an as-needed services contract for pothole patching.	June 2019	Public Works	Delayed	Field Operations Manager assessment pending.
99	Remove and replace 400 street name signs throughout the city.	June 2019	Public Works	Completed	Phase I of street name signs has been completed (400 signs total).

## Work Program FY 2018/19 Update

Item	Objective	Target Date	Department	Status	Notes
<b>Water and Sewer Improvements</b>					
100	Begin the development of new procedures impacting water service shut-offs to comply with SB 988.	February 2019	Public Works and Administrative Services	Delayed	Attended workshops and scheduled meetings with Finance.
101	Award a construction contract and complete construction of the AMR Meter Replacement Project - Phase 2.	May 2019	Public Works	Completed	Construction was completed on March 4, 2019.
102	Complete design of the Citywide Chlorination System Upgrade, to enhance water quality in the municipal water system.	June 2019	Public Works	Completed	Design is substantially complete.
103	To enhance the sewer maintenance program, secure City Council approval to implement the Sewer Lateral Inspection, Cleaning and Construction Program (SLICC).	December 2018	Public Works	Completed	Program is no longer proposed by staff.
104	To enhance pumping efficiency, initiate construction on the Well 18 Rehabilitation Project.	December 2018	Public Works	Completed	Well 18 Rehabilitation is in construction and is substantially complete.
105	For blight mitigation, pursue funding to retain a consultant to paint Hawkins Reservoirs and Salt Lake Tank logos.	May 2019	Public Works	Completed	Completed 5-Year CIP for the Water that identifies funding for the logos.
106	Clean approximately 65,000 feet of sanitary sewer pipelines, in compliance with the Sanitary Sewer Management Plan.	June 2019	Public Works	Completed	Completed by City crews.
107	Video inspect 100K feet of sanitary sewer pipelines to comply with the Sanitary Sewer Management Plan.	June 2019	Public Works	Completed	Completed by outside resources.
108	To improve work flow and customer service, implement a GIS based mobile work order system, in the Water Division.	March 2019	Public Works	Completed	Completed the work order system.
109	Initiate design of the Chakemco Street Water System Improvements Project, to resolve deferred maintenance.	April 2019	Public Works	Completed	Design completed. Project is under construction.

## Work Program FY 2018/19 Update

Item	Objective	Target Date	Department	Status	Notes
110	To enhance system reliability, initiate design of the Urban Orchard Water Well Improvements.	February 2019	Public Works	Completed	Design process has been initiated.
111	To improve water quality and clean the distribution water system, conduct City Wide Flushing Program.	December 2018	Public Works	Completed	Citywide flushing completed.
112	To meet State requirements and to ensure safe drinking water levels, complete Lead and Copper sampling for the City's water system, and for LAUSD schools.	March 2019	Public Works	Completed	All required lead and copper sampling was completed.
<b>City Amenities &amp; Enhancements</b>					
113	Partner with BSA to provide a strategic plan for maintenance and improvement of the Scout Huts at South Gate Park.	January 2019	Parks and Recreation	Delayed	Consultant budgeted for next fiscal year.
114	Explore Public/Private solutions for funding the replacement of the Girls Clubhouse facility.	Ongoing	Parks and Recreation and City Manager's Office	Ongoing	Funding plan to be presented in July 2019.
115	Provide initial designs for renovating the Memorial Fountain and area with Art in Public Places funding.	June 2019	Parks and Recreation	Delayed	Community Dev will include Memorial Foundation in Art in Public Places Plan.
116	Identify deferred maintenance issues at all the parks and formulate a long term plan to rectify the issues.	April 2019	Parks and Recreation	Completed	A revised implementation plan will be completed in FY 2019-20.
117	Work with Goals to expand their facility by adding a second 7 aside field.	June 2019	Parks and Recreation and Community Development	Completed	Project is in plan check. Expected to be completed by August 2019.
118	Submit Prop. 68 Grant application for funding of renovations for Circle Park.	June 2019	Parks and Recreation	Completed	Application submitted by deadline.
119	Submit Prop. 68 Grant application for funding of renovations for Hollydale Community Park.	June 2019	Parks and Recreation	Completed	Application submitted by deadline.

## Work Program FY 2018/19 Update

Item	Objective	Target Date	Department	Status	Notes
120	Submit grant applications for Los Angeles County Measure A & State Prop. 68 for funding of the replacement of the Girls Clubhouse.	June 2019	Parks and Recreation	Delayed	Application due date not yet announced.
121	Enhance the City's Holiday Tree Lighting event by purchasing a commercial Christmas Tree and providing live entertainment	November 2018	Parks and Recreation	Completed	A new 20 ft christmas tree was purchased and a mariachi performed at the 2019 Holiday Tree Lighting Ceremony.
122	Complete construction of the Hollydale Resource Center Electrical Upgrades project.	December 2018	Parks & Recreation and Public Works	Completed	Construction completed.
123	Replace restroom building at Cesar Chavez Park Phase I and Restroom #5 at South Gate Park.	February 2019	Parks & Recreation and Public Works	Delayed	Restroom #5 will be completed in July 2018. Pending approval by LADWP for CC Park Restroom.
124	Begin designs for the renovation of Girls Club House.	June 2019	Parks & Recreation and Public Works	Delayed	RFP was released in June 2019.
125	Commence construction of the Seaborg House Relocation Project.	December 2018	Parks & Recreation, Public Works and City Manager's Office	Completed	Construction completed.
126	Complete extension of the Police parking lot.	February 2019	Public Works and Police	Delayed	Design 80% complete. Project delayed due to funding.
127	Complete construction of the Police Department Wellness and Fitness Center Project.	December 2018	Public Works and Police	Completed	Construction completed.
128	Pursue funding for the Police Department Parking Lot Expansion Project.	February 2019	Public Works and Police	Completed	Funding to be provided via the Employment Resource Center Project.

## Work Program FY 2018/19 Update

Item	Objective	Target Date	Department	Status	Notes
129	Collaborate with the Trust for Public Land towards completing design on the Urban Orchard Project.	June 2019	Public Works	Delayed	Design in progress and anticipated to be completed by December 2019.
130	To enhance pedestrian mobility on City sidewalks and to reduce liability, complete construction of 2017-18 CDBG Sidewalk Improvements Project Phase V.	January 2019	Public Works	Completed	Construction is complete.
131	Provide engineering support for the County of Los Angeles Department of Public Works' Gateway Cities Fiber Optic Communications and CCTV Camera Project.	Ongoing	Public Works	Completed	Fiber optic communication line incorporated into the Firestone Corridor Project.
132	Participate in the I-710 Corridor Bike Path Project to ensure proper representation.	Ongoing	Public Works	Completed	Participated in outreach meetings.
133	Apply for additional grant funding for the Urban Orchard Project	October 2018	Public Works	Completed	Secured a \$1.3 Million grant from RMC. Pursuing a \$6M grant from Calif State Park Grant.
134	To enhance pedestrian mobility and reduce liability on City sidewalks, commence design of 2018-19 CDBG Sidewalk Improvements Project Phase VI.	April 2019	Public Works and City Manager's Office	Completed	Design in progress.
135	Provide engineering support to the Department of Parks and Recreation for the Park Lighting and Energy Efficiency Upgrades project.	Ongoing	Public Works and Parks & Recreation	On-Going	Assisting design group in finalizing project plans and specifications.
136	Initiate construction of lighting improvements at the City Hall, to enhance visibility and safety.	January 2019	Public Works	Completed	Construction in progress.
137	Replace four utility service trucks, under the Facilities Division, to increase reliability in services.	January 2019	Public Works	Completed	Four utility service trucks received and placed in service in June 2019.
138	Maintain a high level of service in response time to street light outages. Secure an as-needed contractor for emergency repairs to resolve street light outages.	June 2019	Public Works	Delayed	Contractor procurement process in progress.

**Work Program FY 2018/19 Update**

<b>Item</b>	<b>Objective</b>	<b>Target Date</b>	<b>Department</b>	<b>Status</b>	<b>Notes</b>
139	Remove 700,000 square feet of graffiti citywide.	June 2019	Public Works	Completed	
140	Implement a specialty crew in the Field Operations Division to initiate a stump grinding and concrete grinding program, to enhance safety and reduce liability on City parkways.	June 2019	Public Works	Delayed	Pending the outsourcing of street sweeping services.
141	Pursue grant funds to purchase of 5 electric vehicles from the Mobile Source Air Pollution Reduction Review Committee.	October 2018	Public Works	Completed	5 electric vehicles were purchased.
142	Pursue grant funds for a CNG Station from the Mobile Source Air Pollution Reduction Review Committee.	October 2018	Public Works	Completed	\$175,000 grant received.
<b>Regional Programs</b>					
143	Coordinate regional transit program.	June 2019	Parks and Recreation	Delayed	Established contact with local transportation departments.
144	Continue participation in the West Santa Ana Branch Corridor to ensure City is properly represented.	Ongoing	Public Works and Community Development	On-Going	Collaborated with Metro team extensively. Attended technical meeting and reviewed concept plans.
145	Collaborate with Metro to complete design, enter into an agreement, and start construction of the I-710 Corridor Soundwall.	March 2019	Public Works	Completed	Agreement with Metro completed. Construction will start Fall 2019.
146	Upon completion of the Caltrans soundwall design, enter into an agreement with Metro to initiate procurement process for construction.	March 2019	Public Works	Completed	Agreement with Metro completed. Construction will start Fall 2019.

**Work Program FY 2018/19 Update**

<b>Item</b>	<b>Objective</b>	<b>Target Date</b>	<b>Department</b>	<b>Status</b>	<b>Notes</b>
147	<p>Participate in regional projects and programs to represent the City's interest:</p> <ul style="list-style-type: none"> <li>(a) Lower Los Angeles River Revitalization (RMC)</li> <li>(b) Los Angeles River Master Plan (LACFCD)</li> <li>(c) Atlantic Corridor Complete Streets Project</li> <li>(d) Strategic Transportation Plan</li> <li>(e) Gateway Public Works Officers</li> <li>(f) I-105 Corridor Livability Project</li> <li>(g) I-105 Express Lanes Project</li> <li>(h) Gateway Water Management Authority</li> <li>(i) Southeast Water Coalition</li> <li>(j) I-710 Corridor Project</li> <li>(k) Lower Los Angeles River Watershed</li> <li>(l) Los Angeles Regional Agency (LARA)</li> </ul>	Ongoing	Public Works	On-Going	Participating in all facets of the projects. Attend monthly TAC meeting and pursue funding opportunities.
148	Apply for grant funding from the I-710 Corridor Program to implement an Early Action Project in South Gate.	March 2019	Public Works	Completed	Awarded a \$2.2M grant for construction of roadway improvements.
149	Collaborate with stakeholders to support the Multi-Cultural Center Project proposed under the Lower L.A. River Revitalization Program.	Ongoing	Public Works	On-Going	Participating in all facets of the project.
150	Collaborate with regional stakeholders to find support of the Ardmore Corridor bikeway improvements to connect the Los Angeles River, West Santa Ana Branch Corridor Transit Station and Blue Line Station. Apply for grant funds.	Ongoing	Public Works	On-Going	Collaborated to add the corridor to the Lower LA River Revitalization Plan and the LA River Master Plan.
151	Collaborate with Metro with a goal of implementing the West Santa Ana Branch Corridor Transit Grade Separated Bike Trail to connect rail stations.	Ongoing	Public Works	On-Going	Collaborated accordingly. Promoted the Bike Trail at various levels of the organization.



Work Program FY 2018/19 Update

Item	Objective	Target Date	Department	Status	Notes
<b>Goal 6. Maintain Community-Based Police Services</b>					
152	Continue improving enforcement of the City's ordinance against illegal and dangerous fireworks.	Ongoing	Police and Administrative Services	Completed	PD to monitor fireworks enforcement this year to determine if any modifications are necessary to the Muni Code.
153	Continue monitoring and mitigating impacts related to recent criminal justice reforms.	Ongoing	Police	Ongoing	Crime rates, quality of life issues, and retail and housing development are continually monitored to gauge legislation impacts.
154	Continue to address issues relating to mental illness in the City with the Police Department's mental health team and the County of Los Angeles.	Ongoing	Police	Ongoing	The PD partners with LA County Dept of Mental Health, LAHSA, Path, and shelters on this issue.
155	Continue to work with homeless shelters and advocacy groups to positively affect the homeless population in the City.	Ongoing	Police and Public Works	Ongoing	The PD partners with LA County Dept of Mental Health, LAHSA, Path, and shelters on this issue.
<b>Internal Process Improvement</b>					
156	Institute new practices and procedures for social media.	June 2019	Administrative Services and City Clerk	Delayed	
157	Provide the City Council with a summary report of liability claims filed against each City department; analysis should also include comparison of total claims to other cities.	December 2018	Administrative Services	Delayed	
158	Update the City's automated phone system to provide efficient customer service including on hold announcements.	February 2019	Administrative Services	Delayed	This will be addressed as part of the Technology Master Plan.

**Work Program FY 2018/19 Update**

<b>Item</b>	<b>Objective</b>	<b>Target Date</b>	<b>Department</b>	<b>Status</b>	<b>Notes</b>
159	Complete the Technology Master Plan.	June 2018	Administrative Services	Delayed	Will be presented to Council in Sept. 2019 for adoption of the plan; then implementation will begin.
160	Complete a City wide classification plan.	March 2019	Administrative Services	Delayed	Final list of recommendations will be provided to departments and then to bargaining units by Sept. 2019.
161	Develop a long-term medical leave/absentee policy.	April 2019	Administrative Services	Delayed	Final draft will be completed by Sept. 2019.
162	Analyze City issued cell phones and find ways to be more cost effective.	May 2019	Administrative Services	Delayed	
163	Create a Fitness for Duty Policy.	December 2018	Administrative Services	Delayed	Draft pending final review.
164	Conduct an external cyber security assessment.	March 2019	Administrative Services	Delayed	This will be addressed as part of the Technology Master Plan.
165	Update the City's Travel Policy.	March 2019	Administrative Services	Delayed	
166	Improve city contract tracking system and develop master contract list.	June 2019	Administrative Services	Delayed	Staff is working with vendors to get demos of their products. One demo has been held so far.
167	Update the City's Purchasing Policies and Procedures.	June 2019	Administrative Services	Delayed	
168	Conduct a TOT Audit.	April 2019	Administrative Services	Completed	Contract awarded by Council on June 25, 2019. Audit is underway.
169	Update the City's Rules and Regulations for the Administration of Civil Service Procedures.	June 2019	Administrative Services	Delayed	

## Work Program FY 2018/19 Update

Item	Objective	Target Date	Department	Status	Notes
170	Review of current nonprofit partners Park usage agreements, concession agreements and financial reporting.	June 2020	Administrative Services	Delayed	Project will begin in August 2019.
171	Integrate Telestaf scheduling with Finance Division to create a paperless payroll system.	June 2019	Administrative Services and Police	Delayed	This will be addressed as part of the Technology Master Plan.
172	Prepare new consolidated MOUs for all bargaining units.	June 2019	Administrative Services	Delayed	PD consolidated MOU has been completed and sent to POA for review. Other bargaining unit MOUs will be completed soon.
173	Update the City's Injury and Illness Prevention Program	December 2018	Administrative Services	Delayed	
174	Develop a "Code of Conduct and Ethics" Policy for elected officials and staff, and host training for elected officials and executive staff.	February 2019	Administrative Services	Delayed	
175	Implement appropriate portions of the University of Southern California Strategic Plan.	May 2019	City Manager's Office	Delayed	
176	Explore options to conduct a city-wide "secret shopper" program measuring customer service.	February 2019	City Manager's Office and all departments	Completed	The scope of work for the customer service study has been developed, and will be completed by Fall 2019.
177	Schedule the City Council to discuss if any changes should be made to the \$30,000 campaign contribution limit.	March 2019	City Clerks Office	Delayed	
178	Explore Code Enforcement metrics, setting targets and analyzing results to determine success of the program.	March 2019	Community Development	Delayed	Awaiting 1 year data generated by recently installed CE software. New Target date June 2020.
179	Present options on improving builders and other development fees.	May 2019	Community Development	Delayed	New target date December 2019.

## Work Program FY 2018/19 Update

Item	Objective	Target Date	Department	Status	Notes
180	Implement new permit/tracking software for Bldg. & Safety, Code Enforcement.	June 2019	Community Development	Completed	Building & Safety and Code Enforcement modules have been installed. Planning & Business License modules to be installed September 2019.
181	Expand programming and participation at South Gate Golf.	Ongoing	Parks and Recreation	Ongoing	Added several events to the program such as glow in the dark, 1st T, teen classes.
182	Identify program for recurring problem locations in the City. Modify Muni Code to address these locations administratively.	February 2019	Police	Completed	We will seek to modify the existing Muni Code ordinance to include more latitude for enforcement.
183	Complete document imaging/scanning process for archived reports.	April 2019	Police	Delayed	This project is included in the 2019-20 budget.
184	Develop long term strategies on how to best utilize additional Police Officers.	January 2019	Police	Completed	The PD is continually examining strategies for maximum efficiency.
185	Continue identifying and preventing causal factors for at fault vehicle collisions.	February 2019	Police	Completed	This information will be included in the audit.
186	Explore data sharing programs with other law enforcement agencies in LA County.	Ongoing	Police	Ongoing	We are in the process of identifying the program that will accommodate data sharing without compromising network integrity.
187	Schedule EOC exercise/disaster training for Department Heads and City Council.	February 2019	Police	Completed	The final phase of the 3 training sessions will be scheduled in the next 90 days.
188	Continue to monitor Asset Forfeiture program for legislative changes and internal budget expenditures.	Ongoing	Police	Ongoing	There is no current legislation targeting asset forfeiture programs. The PD will continue to monitor this issue.

## Work Program FY 2018/19 Update

Item	Objective	Target Date	Department	Status	Notes
189	Continue working with Edison to improve service reliability and cost.	Ongoing	Public Works, City Manager's Office and Administrative Services	On-Going	Held monthly meetings to collaborate on CIP projects and service needs.
<b>Project Summary</b>					
94	Completed				
36	Ongoing				
59	Delayed				
<b>189</b>	<b>Total</b>				

Item	Objective	Target Date	Department	Status	Notes
<b>Goal 1. Improve Communications and Civic Engagement</b>					
1	Continue increasing civic engagement in the City's budget process.	May 2020	Administrative Services		
2	Recognize students who graduated college at a City Council Meeting or special event.	Ongoing	City Clerk and City Manager's Office		
3	Continue video series that highlight upcoming events and City programs.	June 2020	City Manager's Office		
4	Explore options to video record the City Council meetings.	October 2019	City Manager's Office		
5	Explore ideas to increase recognition of residents who serve in the military.	September 2019	City Manager's Office		
6	Consider adopting a Sister Cities Program Policy.	March 2020	City Manager's Office		
7	Evaluate the public access channel 3.	September 2019	City Manager's Office		
8	Explore the renaming of Cypress Avenue	June 2020	Public Works		
9	Continue Mayor's Business Visitation program.	Ongoing	Community Development		
10	Provide community updates and engage Downey and LA County regarding development of American Legion site.	Ongoing	Community Development		
11	Continue engaging the community on the Cities for Citizenship Campaign.	Ongoing	Community Development		
12	Continue engaging with churches and congregations on the City's events.	Ongoing	Parks and Recreation		
13	Develop and present to the City Council a strategy for increasing the capacity of the City's nonprofit agencies.	October 2019	Parks and Recreation		
14	Expand programming and participation at South Gate Golf.	Ongoing	Parks and Recreation		

Item	Objective	Target Date	Department	Status	Notes
15	Schedule and complete annual community events such as: National Night Out, Family Day at the Park and Back to School.	Ongoing	Police		
16	Upgrade the City App and provide report on the App's efficiency and usage to City Council.	March 2020	Public Works & City Manager's Office		
17	Host the Annual Earth Day event to raise environmental awareness.	March 2020	Public Works		
18	Host Public Works Week to promotes awareness in the community of how public works impacts daily lives.	May 2020	Public Works		
19	Collaborate with Tweedy Mile Association in the maintenance and improvement of Tweedy Boulevard.	Ongoing	Public Works		
20	Implement the City's Used Oil Recycling Program for the protection of the environment, as well as to raise public awareness.	Ongoing	Public Works		
21	Implement the City's Beverage Recycling Program to raise environmental awareness.	Ongoing	Public Works		
22	Support the LA River revitalization efforts by hosting and supporting events in and around the Los Angeles River.	Ongoing	Public Works		
23	Support public events with services requiring roadway closures, as requested by the City Council.	Ongoing	Public Works		
24	Substantially complete the automation of the Engineering permit system.	June 2020	Public Works		
<b>Goal 2. Continue Refining the Five-Year Budget Forecast, Adopting a Responsible Budget and Funding</b>					
25	Develop plan to provide employees the full cost to the City for their employment.	June 2020	Administrative Services		

Item	Objective	Target Date	Department	Status	Notes
26	Report to the City Council on major revenue sources (i.e. SB 1, Measure M, and Parks Bond).	May 2020	Administrative Services		
27	Evaluate the hiring of an Investment Advisor.	May 2020	Administrative Services		
28	Research and provide options to the City Council on a trust to pay down unfunded liabilities.	February 2020	Administrative Services		
29	Adopt new financial policies.	June 2020	Administrative Services		
30	Conduct a physical inventory of fixed assets and infrastructure.	May 2020	Administrative Services		
31	Adopt a responsible and on-time Fiscal Year 2020/21 Budget.	May 2020	Administrative Services		
32	Continue updating and refining the Five Year Financial Forecast.	Ongoing	Administrative Services		
33	Initiate a sewer rate study to assess the financial condition of the sewer fund.	December 2019	Public Works and Administrative Services		
34	Develop a 5-Year Capital Improvement Program.	March 2020	Public Works and Administrative Services		
35	Refunding of a portion of the 2012 Water Revenue Bonds.	November 2019	Administrative Services		
<b>Goal 3. Encourage Economic Development and Workforce Development</b>					
36	Continue expanding opportunities to work with Long Beach City College and East LA Community College on Workforce Development.	Ongoing	Community Development and Public Works		
37	Adopt Specific Plan for Gateway District/Proposed West Santa Ana Branch Transit Corridor.	November 2019	Community Development		
38	Continue improving processes and procedures to ensure customer friendly services.	Ongoing	Community Development		
39	Present ordinance to Council adopting Quimby Fee for new development.	November 2019	Community Development		
40	Complete purchase of property for housing development at 9019 Long Beach Blvd.	February 2020	Community Development		



Item	Objective	Target Date	Department	Status	Notes
41	Explore Transit Oriented Development (TOD) options for Atlantic Ave. & Firestone Blvd.	March 2020	Community Development		
42	Facilitate and coordinate for the successful processing of the East Los Angeles College Expansion Project.	Ongoing	Community Development and Public Works		
43	Explore economic development strategies for the area around the East Los Angeles College Expansion.	Ongoing	Community Development		
44	Economic development annual review.	October 2019	Community Development		
45	Explore vacant lot strategies for City and privately owned lots.	November 2019	Community Development		
46	Maintain mentoring program for new employees and create program to develop employees for advancement and promotion.	Ongoing	Police		
47	Negotiate lease agreement with LA County Workforce Development, Aging and Community Services, prior to initiating final design on the Employment Resource Center.	June 2020	Public Works		
48	Apply for a Economic Development Assistance Grant for the Employment Resource Center (ERC) with the U.S. Department of Commerce, if a tenant is secured for the ERC.	Ongoing	Public Works		
49	Monetize bus stops by implementing a revenue generating bus bench advertisement contract.	October 2019	Public Works		
50	Develop a PW information handout for new development.	Ongoing	Public Works		
<b>Goal 4. Continue Creating and Protecting Strong and Sustainable Neighborhoods</b>					

Item	Objective	Target Date	Department	Status	Notes
51	Continue exploring options for improving internet service for residents and fiber optics for businesses, including adding Wi-Fi to Tweedy Mile.	Ongoing	Community Development		
52	Continue exploring grants with bicycle groups in the area to create new programs in the community.	March 2020	Community Development and City Manager's Office		
53	Participate in interdepartmental homeless task force to address homeless issues in City.	Ongoing	Community Development		
54	Present overview of Art in Public Places program to Council.	December 2019	Community Development		
55	Develop viable next step goals based on recommendations in the Tweedy Mile, Hollydale and Gateway Specific Plans.	June 2020	Community Development		
56	Continue commercial façade improvement program with a strong emphasis on businesses along Tweedy Mile.	Ongoing	Community Development		
57	Develop list of "sensory friendly places"	December 2019	Community Development and Parks & Recreation		
58	Research ordinance require seismic retrofitting of multi-family 5 or more structures .	March 2020	Community Development		
59	Seek grants and partnership opportunities that support troubled and at risk youth.	June 2019	Parks & Recreation		
60	Continue exploring joint use opportunities with LAUSD.	Ongoing	Parks & Recreation		
61	Continue work towards recruiting 100 block watch captains.	Ongoing	Police		
62	Target illegal vehicle sales on City streets.	Ongoing	Police		
63	Continue involvement with the Community Response Team on quality of life issues.	Ongoing	Police		

Item	Objective	Target Date	Department	Status	Notes
64	Partner with local home improvement/ hardware/ home security stores to host a series of free seminars to improve home security.	Ongoing	Police		
65	Continue partnering with home security companies to maintain discounted and subsidize rates on home security products.	Ongoing	Police		
66	Work with non-profits to fund educational events, programs to inform the community about safety & preparedness, school programs, and crime prevention equipment and training.	Ongoing	Police		
67	Continue working with the Sanitation Districts of Los Angeles County to limit impacts on proposed facility closures; begin developing alternatives if closures are implemented.	Ongoing	Public Works and Community Development		
68	Complete the Citywide Parking Study. Seek Council authorization and funding to implement parking solutions.	October 2019	Public Works		
69	Collaborate with schools to implement the Safe Route to School Master Plan.	Ongoing	Public Works		
70	Pursue grant funding for CIP projects that meet City goals (e.g. safety, congestion relief, beautification, etc.).	Ongoing	Public Works		
71	Monitor progress of State and Federal agency efforts in managing clean-up efforts on Greens Cleaners, Cooper Drum, Jervis Webb & Southern Ave Industrial.	Ongoing	Public Works		
72	Complete construction of the Electric Vehicle Charging Station Project.	January 2020	Public Works		
<b>Goal 5. Continue Infrastructure Improvements</b>					
<b>City Amenities &amp; Enhancements</b>					

**Work Program FY 2019/20**

**Attachment No. 2**

<b>Item</b>	<b>Objective</b>	<b>Target Date</b>	<b>Department</b>	<b>Status</b>	<b>Notes</b>
73	Partner with BSA to provide a strategic plan for maintenance and improvement of the Scout Huts at South Gate Park.	January 2020	Parks and Recreation		
74	Explore Public/Private solutions for funding the replacement of the Girls Clubhouse facility.	June 2020	Parks and Recreation		
75	Provide initial designs for renovating the Memorial Fountain and area with Art in Public Places funding.	June 2020	Parks and Recreation		
76	Submit Prop. 68 Grant application for funding of renovations for Circle Park.	August 2019	Parks and Recreation		
77	Submit Prop. 68 Grant application for funding of renovations for Hollydale Community Park.	August 2019	Parks and Recreation		
78	Submit grant applications for Los Angeles County Measure A & State Prop. 68 for funding of the replacement of the Girls Clubhouse.	December 2019	Parks and Recreation		
79	Begin designs for the renovation of Girls Club House.	August 2019	Parks & Recreation and Public Works		
80	Implement two year Deferred Maintenance Project at Parks.	June 2020	Parks & Recreation and Public Works		
81	Implement a citywide street pole banner program to promote city programs and events.	September 2019	Parks & Recreation and City Manager's Office		
82	Begin implementation of Non-profit Development Study recommendations	June 2020	Parks & Recreation, and Community Development		
83	Work with LADWP to obtain approval for Cesar Chavez Park restroom.	April 2020	Parks & Recreation		
84	Define position for Cultural Arts Coordinator	September 2019	Parks & Recreation		
85	Complete construction of Walnut Street Restroom #5 at South Gate Park.	December 2019	Public Works and Parks & Recreation		
86	Collaborate with the Trust for Public Land towards completing design on the Urban Orchard Project.	December 2019	Public Works		

**Work Program FY 2019/20**

**Attachment No. 2**

<b>Item</b>	<b>Objective</b>	<b>Target Date</b>	<b>Department</b>	<b>Status</b>	<b>Notes</b>
87	Provide engineering support for the County of Los Angeles Department of Public Works' Gateway Cities Fiber Optic Communications and CCTV Camera Project.	Ongoing	Public Works		
88	Participate in the I-710 Corridor Bike Path Project to ensure proper representation.	Ongoing	Public Works		
89	Apply for additional grant funding for the Urban Orchard Project.	Ongoing	Public Works		
90	To enhance pedestrian mobility and reduce liability on City sidewalks, start construction of the CDBG Sidewalk Improvements Project Phase VI.	January 2020	Public Works and City Manager's Office		
91	Provide engineering support to the Department of Parks and Recreation for the Park Lighting and Energy Efficiency Upgrades project.	Ongoing	Public Works and Parks & Recreation		
92	Complete construction of lighting improvements at the City Hall.	September 2019	Public Works		
93	Remove 800,000 square feet of graffiti citywide.	Ongoing	Public Works		
94	Implement a specialty crew in the Field Operations Division to initiate a stump grinding and concrete grinding program, to enhance safety and reduce liability on City parkways.	October 2019	Public Works		
95	Collaborate with LACDPW, Gehry and Associates and RMC for the development of the SELA Cultural Center.	December 2019	Public Works		
96	Collaborate with RiverLA to pursue funding for the platform park concept proposed at the LA River/Rio Hondo confluence point.	December 2019	Public Works		
97	Start construction on the Sports Center Roof Skylights and Vent Replacement project.	December 2019	Public Works		
98	Complete construction of the City Hall Improvements (Lighting and Signs).	September 2019	Public Works		

Item	Objective	Target Date	Department	Status	Notes
99	Complete construction of the City Hall Interior Remodeling (Floor, help desk and front counter).	December 2019	Public Works		
100	Complete construction of the Circle Park Parking Lot Project.	September 2019	Public Works		
101	Begin design for the PD Fueling Station and Air Compressor Replacement.	February 2020	Public Works		
102	Complete ADA Transition Plan.	August 2019	Public Works		
103	Complete City Fleet Management Master Plan.	September 2019	Public Works		
<b>Water and Sewer Improvements</b>					
104	Complete the development of new procedures impacting water service shut-offs to comply with SB 988.	February 2020	Public Works and Administrative Services		
105	Start construction of the Citywide Chlorination System Upgrade, to enhance water quality in the municipal water system.	December 2019	Public Works		
106	Complete construction on the Well 18 Rehabilitation Project.	August 2019	Public Works		
107	Initiate project to perform maintenance improvements at the Hawkins Reservoirs and Salt Lake Tank.	March 2020	Public Works		
108	Clean approximately 65,000 feet of sanitary sewer pipelines, in compliance with the Sanitary Sewer Management Plan.	June 2020	Public Works		
109	Video inspect 100,000 feet of sanitary sewer pipelines to comply with the Sanitary Sewer Management Plan.	June 2020	Public Works		
110	Complete construction of the Chakemco Street Water System Improvements Project, to resolve deferred maintenance.	August 2019	Public Works		

Item	Objective	Target Date	Department	Status	Notes
111	To enhance system reliability, pursue approval from the State for a new water well installation, under the Urban Orchard Project.	June 2020	Public Works		
112	Complete the design of the Long Beach Boulevard Water Service Lateral Replacement, and start construction.	March 2020	Public Works		
113	Initiate the design of the AMI Project.	April 2020	Public Works		
114	Initiates design phase of the Well Abandonment Project at 3 Well Locations.	December 2019	Public Works		
<b>Regional Programs</b>					
115	Coordinate regional transit program.	June 2020	Parks and Recreation		
116	Continue participation in the West Santa Ana Branch Corridor to ensure City is properly represented.	Ongoing	Public Works, Community Development and City Manager's Office		
117	Start construction of the I-710 Corridor Soundwall.	November 2019	Public Works		

Item	Objective	Target Date	Department	Status	Notes
118	Participate in regional projects and programs to represent the City's interest: (a) Lower Los Angeles River Revitalization (RMC) (b) Los Angeles River Master Plan (LACFCD) (c) Atlantic Corridor Complete Streets Project (d) Strategic Transportation Plan (e) Gateway Public Works Officers (f) I-105 Corridor Livability Project (g) I-105 Express Lanes Project (h) Gateway Water Management Authority (i) Southeast Water Coalition (j) I-710 Corridor Project (k) Lower Los Angeles River Watershed (l) Los Angeles Regional Agency (LARA)	Ongoing	Public Works		
119	Collaborate with stakeholders to support the SELA Art Center Project proposed under the Lower L.A. River Revitalization Program.	Ongoing	Public Works		
120	Collaborate with regional stakeholders to find support for the Ardmore Corridor bikeway improvements to connect the Los Angeles River, West Santa Ana Branch Corridor Transit Station and Blue Line Station. Pursue grant funding opportunities.	Ongoing	Public Works		
121	Collaborate with Metro with a goal of implementing the West Santa Ana Branch Corridor Transit Grade Separated Bike Trail to connect rail stations.	Ongoing	Public Works		
122	Collaborate with LACSD for the construction of the California Avenue Extension Trunk Sewer Rehab Project (County Sanitation Project)	December 2019	Public Works		
123	Provide support for the construction of Parque Dos Rios	Ongoing	Public Works		



Item	Objective	Target Date	Department	Status	Notes
<b>Goal 6. Maintain Community-Based Police Services</b>					
124	Continue improving enforcement of the City's ordinance against illegal and dangerous fireworks.	Ongoing	Police and Administrative Services		
125	Continue to work with homeless shelters and advocacy groups to positively affect the homeless population in the City.	Ongoing	Police and Public Works		
126	Continue monitoring and mitigating impacts related to recent criminal justice reforms.	Ongoing	Police		
127	Continue to address issues relating to mental illness in the City with the Police Department's mental health team and the County of Los Angeles.	Ongoing	Police		
128	Identify program for recurring problem locations in the City. Modify Muni Code to address these locations administratively.	Ongoing	Police		
129	Develop and/or partner in a juvenile outreach program.	June 2020	Police		
130	Implement Vital Services for patient transport, medical clearances, and blood draws.	September 2019	Police		
131	Complete the Detective Bureau remodel	February 2020	Police		
132	Complete new CAD/RMS upgrade	June 2020	Police		
133	Expand the Business Watch Program to include regular meetings, PSA's, and seasonal outreach for business success and customer safety.	Ongoing	Police		
134	Expand regional approach to policing by taking a leading role in gang enforcement coalition, traffic partnerships, and homeless outreach and enforcement.	Ongoing	Police		
135	Implement new "cops on Campus" program at the elementary and middle school level.	Ongoing	Police		

Item	Objective	Target Date	Department	Status	Notes
136	Continue to take an active role in Sacramento on legislation that affects public safety.	Ongoing	Police		
137	Expand the Explorer Program in a partnership with LAUSD for Explorer Academy and youth development.	September 2019	Police		
138	Conduct (2) CERT training programs for the community in English and Spanish.	February 2020	Police		
139	Schedule and conduct a Citizens Academy.	March 2020	Police		
<b>Internal Process Improvements</b>					
140	Institute practices and procedures for social media.	May 2020	Administrative Services and City Clerk		
141	Provide the City Council with a summary report of liability claims filed against each City department; analysis should also include comparison of total claims to other cities.	April 2020	Administrative Services		
142	Update the City's automated phone system to provide efficient customer service including on hold announcements.	June 2020	Administrative Services		
143	Complete the Technology Master Plan.	September 2019	Administrative Services		
144	Complete a City wide classification plan.	March 2020	Administrative Services		
145	Develop a long-term medical leave/absentee policy.	April 2020	Administrative Services		
146	Analyze City issued cell phones and find ways to be more cost effective.	February 2020	Administrative Services		
147	Create a Fitness for Duty Policy.	May 2020	Administrative Services		
148	Conduct an external cyber security assessment.	March 2020	Administrative Services		
149	Update the City's Travel Policy.	April 2020	Administrative Services		
150	Improve city contract tracking system and develop master contract list.	June 2020	Administrative Services		

Item	Objective	Target Date	Department	Status	Notes
151	Update the City's Purchasing Policies and Procedures.	March 2020	Administrative Services		
152	Conduct a TOT Audit.	January 2020	Administrative Services		
153	Update the City's Rules and Regulations for the Administration of Civil Service Procedures.	May 2020	Administrative Services		
154	Review of current nonprofit partners Park usage agreements, concession agreements and financial reporting.	December 2020	Administrative Services		
155	Explore options for increasing cost recovery related to low tax land uses such as trucking, warehouse, & fuel storage.	April 2020	Administrative Services and Community Development		
156	Integrate Telestaff scheduling with Finance Division to create a paperless payroll system.	May 2020	Administrative Services and Police		
157	Prepare new consolidated MOUs for all bargaining units.	June 2020	Administrative Services		
158	Update the City's Injury and Illness Prevention Program.	March 2020	Administrative Services		
159	Develop a "Code of Conduct and Ethics" Policy for elected officials and staff, and host training for elected officials and executive staff.	May 2020	Administrative Services		
160	Present a report to the City Council on various new revenue sources that may be available to the City.	October 2019	Administrative Services		
161	Discuss with Budget Subcommittee options to implement health savings accounts for employees to set aside funds to pay for the monthly insurance premiums once they retire.	November 2019	Administrative Services		
162	Explore a Water Billing payment plan/extension program.	February 2020	Administrative Services		
163	Implement appropriate portions of the University of Southern California Strategic Plan.	May 2020	City Manager's Office		

**Work Program FY 2019/20**

**Attachment No. 2**

<b>Item</b>	<b>Objective</b>	<b>Target Date</b>	<b>Department</b>	<b>Status</b>	<b>Notes</b>
164	Complete a citywide customer service enhancement study.	February 2020	City Manager's Office and all departments		
165	Schedule the City Council to discuss if any changes should be made to the \$30,000 campaign contribution limit.	March 2020	City Clerk's Office		
166	Update the City Council on Succession Plans.	January 2020	City Manager's Office		
167	Present to the City Council a Federal Lobbyist Program Contract for approval.	September 2019	City Manager's Office		
168	Explore Code Enforcement metrics, setting targets and analyzing results to determine success of the program.	March 2020	Community Development		
169	Present options on improving builders and other development fees.	May 2020	Community Development		
170	Develop a CUP administrative review policy when a certain number of citations have been reported at a specific business.	June 2020	Community Development and Police		
171	Complete document imaging/scanning process for archived reports.	May 2020	Police		
172	Complete internal audit of Police Dept. including use of force, citizen complaints, traffic collisions and internal investigations.	September 2019	Police		
173	Develop long term strategies on how to best utilize additional Police Officers.	June 2020	Police		
174	Explore data sharing programs with other law enforcement agencies in LA County.	Ongoing	Police		
175	Schedule EOC exercise/disaster training for Department Heads and City Council.	February 2020	Police		
176	Continue to monitor Asset Forfeiture program for legislative changes and internal budget expenditures.	Ongoing	Police		

**Work Program FY 2019/20**

**Attachment No. 2**

<b>Item</b>	<b>Objective</b>	<b>Target Date</b>	<b>Department</b>	<b>Status</b>	<b>Notes</b>
177	Implement Data recovery system at the Police Department.	December 2019	Police		
178	Continue working with Edison to improve service reliability and cost.	Ongoing	Public Works, City Manager's Office and Administrative Services		
57	New Objectives				
56	Ongoing				
65	Carryover				
<b>178</b>	<b>Total</b>				

WARRANT REGISTER FOR COUNCIL MEETING 8/27/2019

RECEIVED

PART I

apChkLst

08/20/2019 3:02:01PM

Final Check List  
City of South Gate

AUG 21 2019

Page: 1

7:20am

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
84371	8/8/2019	00004865 SO CALIF EDISON	07/27/19	7/27/2019	BILLING PRD- JUNE/JULY 2019	8,704.52	8,704.52
		Voucher:					
84372	8/13/2019	0008005 U.S. BANK-PARS ACCT#67460225AUG 2019		7/1/2019	PARS SUPPLMNTL RETIREMNT I	5,653.89	5,653.89
		Voucher:					
84373	8/13/2019	0008005 U.S. BANK-PARS ACCT#67460225SEPT 2019		8/1/2019	PARS SUPPLMNTL RETIREMNT I	5,653.89	5,653.89
		Voucher:					
84374	8/14/2019	00003701 LOS ANGELES UNIFIED SCHOOL PERMIT#S9825		8/12/2019	AUG, SEP, OCT 2019 - USE OF L/	3,083.00	3,083.00
		Voucher:					
84413	8/27/2019	0009256 AECOM TECHNICAL SERVICES, I2000247373-1		8/7/2019	PROFESSIONAL SERVICES - CO	2,251.00	2,251.00
		Voucher:					
84414	8/27/2019	0011059 ALESHIRE & WYNDER, LLP, SUIT152708		8/9/2019	PROFESSIONAL SERVICES THR	1,080.00	1,080.00
		Voucher:					
84415	8/27/2019	00003399 ALVARADOSMITH		7/31/2019	RE:ADV. FRANCISCO DONIS PR	200.00	
		Voucher:		7/31/2019	RE:COG ADV BETSAIDA SANTA	500.00	
				7/31/2019	RE: COG ADV MARIA D OSORIC	4,425.00	
				7/31/2019	RE: TUPUA V. COG PROJECT#1	6,885.15	
				7/31/2019	RE:COG RE BLANCA OCHOA(M	125.00	
				7/31/2019	RE:ARGILLO V COG PROJECT#	192.50	
				7/31/2019	RE: COG ADV. JAH HEALING KE	12,031.75	
				7/31/2019	COG ADV MARIO CESAR PURIZ	12,589.90	
				7/31/2019	RE: GENERAL - SRV THRU 7/31/	7,012.50	
				7/31/2019	ATTEND SPECIAL/REGULAR CIT	2,205.00	
				7/31/2019	TUESDAYS, AGENDAS & CITY AT	6,750.00	
				7/31/2019	COMMUNITY DEVELOPMNET M/	4,427.50	
				7/31/2019	COG RE: MISC. PUBLIC WORK	3,052.50	
				7/31/2019	RE: COG ADV CITY OF GARDEI	955.00	
				7/31/2019	RE: COG ADV GEORGINA BECE	5,792.65	
				7/31/2019	COG RE JERRY TORREZ - THR	1,412.65	
				7/31/2019	RE: SILVIA LAINEZ V. COG, ET F	6,884.30	
				7/21/2019	RE: COG ADV ALMA GONZALEZ	300.00	
				7/31/2019	COG ADV CARMEN GONZALEZ	1,283.25	
				7/31/2019	COG ADV ANA DELEON, ET AL.	4,070.75	
				7/31/2019	COG ADV ANGELINA CASTRO -	5,592.90	
				7/31/2019	COG ADV EDWARD HANO - THI	725.00	
							87,413.30

Yellow highlights indicate prepaid checks.

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
84416	8/27/2019	00004309 AMERIFLEX	INV261533	8/5/2019	AMFSOUTHG-CITY OF AOUTH G.	178.50	178.50
		Voucher:					
84417	8/27/2019	0007196 ARMORCAST PRODUCTS COMP/0200752-IN		8/2/2019	WATER SUPPLIES - CHAKEMCO	1,654.36	1,654.36
		Voucher:					
84418	8/27/2019	00003529 AT&T	960-449-6558-08/1	8/1/2019	BILLING PRD- 08/01/19-08/31/19	233.88	233.88
		Voucher:					
84419	8/27/2019	00004313 AT&T	4256198403	8/5/2019	BILLING PRD 07/05/19-08/04/19 IP	3,758.62	3,758.62
		Voucher:					
84420	8/27/2019	00005075 AT&T	000013382588	7/27/2019	BILLING PRD- 06/27/19-07/26/19 f	317.56	317.56
		Voucher:					
84421	8/27/2019	0011469 CALIFORNIA DENTAL NETWORK, AUG 2019		7/20/2019	AUG 2019- ADJ FOR MISC & SWC	255.52	255.52
		Voucher:					
84422	8/27/2019	00000780 CALTEX PLASTICS	248012	8/6/2019	INVENTORY PO/ TRASH BAGS	5,604.21	5,604.21
		Voucher:					
84423	8/27/2019	0011583 CAVANAUGH & ASSOCIATES, P.A.WE.19.037-1		7/30/2019	AWWA WATER AUDIT LEVEL 1 V/	3,000.00	3,000.00
		Voucher:					
84424	8/27/2019	00005073 CITY OF DOWNEY	233456	7/10/2019	CITIES SEAACA FY 19/20 ANIMAL	299,388.00	299,388.00
		Voucher:					
84425	8/27/2019	00001242 CMR: MASUSHIGE, SYLVIA	00001242	7/30/2019	7/30/19 - PLANNING COMMISSIO	125.00	125.00
		Voucher:					
84426	8/27/2019	00005063 CMTA	2019-20	7/19/2019	2019-20 CMTA MEMBERSHIP REI	380.00	380.00
		Voucher:					
84427	8/27/2019	0011922 CONCENTRA MEDICAL CENTERS64971875		7/24/2019	7/24/19 - 7/30/19 DOT RECERTIFI	357.50	
		Voucher:	64841420	7/17/2019	07/17/19 BOOKING EXAM	166.00	
			64904857	8/1/2019	8/01/19 - FULL TIME EXAM / PHY;	510.00	
84428	8/27/2019	00005061 COUNTY OF LOS ANGELES FIRE IN0305978		8/5/2019	HAZ. MAT. DIS. & GEN PRGM/ UN	2,914.00	
		Voucher:	IN0304387	8/5/2019	HAZ. MAT. DIS. PROGRAM- SITE/	572.00	
84429	8/27/2019	00003528 CPS - HUMAN RESOURCE SVCS INV365655		8/2/2019	TEST ADMINISTRATION SUMMAF	1,478.00	
		Voucher:					
84430	8/27/2019	00001423 DAILY JOURNAL CORPORATION B3281479		8/8/2019	NOTICE OF HEARING. PUBLIC H	205.80	
		Voucher:	B3281478	8/8/2019	NOTICE INVITING BIDS: GATEW/	327.60	
84431	8/27/2019	00000314 DAPEER ROSENBLIT & LITVAK LI16215		7/31/2019	JUL 2019 - (ANIMAL CONTROL/PC	392.50	
		Voucher:					
84432	8/27/2019	00000619 FALCON FUELS, INC.	11113	7/24/2019	REGULAR UNLEADED FUEL	27,136.92	
		Voucher:	11145	7/24/2019	REGULAR UNLEADED FUEL	10,284.71	
							37,421.63

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84433	8/27/2019	00003770	FLEMING ENVIRONMENTAL INC. 00003770	7/31/2019	INSTALLA PRE-FABRICATED RE:	59,815.80	59,815.80
		Voucher:			BILLING- 08/04/19-09/03/19	70.14	
84434	8/27/2019	0010237	FRONTIER COMMUNICATIONS	8/4/2019	BILLING- 08/04/19-09/03/19	70.14	
		Voucher:			BILLING- 08/01/19-08/31/19	36.07	176.35
84435	8/27/2019	00004934	GAS COMPANY	8/13/2019	BILLING PRD- 07/11/19 -08/11/19	76.87	
		Voucher:			BILLING PRD- 07/11/19 -08/11/19	50.81	
					BILLING PRD- 07/11/19 -08/09/19	39.41	
					BILLING PRD- 07/11/19 -08/09/19	59.11	
84436	8/27/2019	00004869	GOLDEN STATE WATER COMPAN	7/29/2019	BILLING PRD- 07/01/19 -08/01/19	4,396.48	4,622.68
		Voucher:			BILLING PRD-07/02/2019 - 08/05/2019	226.59	
					BILLING PRD-06/02/2019 - 08/02/2019	50.05	
					BILLING PRD- 07/02/2019 - 08/02/2019	1,552.79	
					BILLING PRD- 07/02/2019 -08/05/2019	362.35	
					BILLING PRD- 07/03/2019 - 08/01/2019	12.72	2,249.00
					BILLING PRD-07/02/2019 - 08/02/2019	44.50	3,375.00
84437	8/27/2019	0009879	HDL COREN & CONE	7/29/2019	JULY-SEP 2019 - CONTRACT SRI	3,375.00	
		Voucher:					1,746,393.00
84438	8/27/2019	00002399	ICRMA	7/22/2019	FY 19/20- LIABILITY PRGM / PRO	1,746,393.00	
		Voucher:					430.00
84439	8/27/2019	00000170	MISC - PKS & REC REFUND	7/27/2019	REFUND: DEPOSIT AFTER EVEN	430.00	
		Voucher:					350.00
84440	8/27/2019	00000170	MISC - PKS & REC REFUND	7/31/2019	REFUND: FACILITY FEES DUE TO	350.00	
		Voucher:					143.00
84441	8/27/2019	00000170	MISC - PKS & REC REFUND	8/3/2019	REFUND: DEPOSIT AFTER EVEN	143.00	
		Voucher:					66.00
84442	8/27/2019	00000170	MISC - PKS & REC REFUND	8/7/2019	REFUND OF FACILITY FEES DUE	66.00	
		Voucher:					19.00
84443	8/27/2019	00000170	MISC - PKS & REC REFUND	11/20/2017	RI CK #80723 REFUND - ADULT S	19.00	
		Voucher:					14.00
84444	8/27/2019	00000170	MISC - PKS & REC REFUND	8/6/2019	DAILY FEE REFUND FOR OPEN S	14.00	
		Voucher:					8,000.00
84445	8/27/2019	0008506	MUNITEMPS	7/26/2019	07/08/19-07/18/19 - PW PROJECT	8,000.00	
		Voucher:					



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84446	8/27/2019	0009426	MV CHENG & ASSOCIATES, INC. 07/31/2019	8/14/2019	JULY 2019-INTERIM SR ACCOUN	11,830.00	11,830.00
	Voucher:						
84447	8/27/2019	00004474	NATIONAL EMBROIDERED EMBL1384434	7/29/2019	INVENTORY PO/NEW CITY EMBL	637.56	637.56
	Voucher:						
84448	8/27/2019	0006698	NEOGOV	7/31/2019	NEOGOV APPLICANT TRACKING	11,286.85	11,286.85
	Voucher:						
84449	8/27/2019	00003591	NORTH STAR GRAPHICS	7/17/2019	REVERSE CAMERA MONITOR UI	301.50	301.50
	Voucher:						

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84451	8/27/2019	00001414 OFFICE DEPOT	340195857002	7/26/2019	OFFICE SUPPLIES	48.47	
		Voucher:	340198714001	7/16/2019	OFFICE SUPPLIES	170.89	
			340143438001	7/11/2019	OFFICE SUPPLIES	150.12	
			335113498001	7/3/2019	OFFICE SUPPLIES	24.02	
			348618477001	7/25/2019	OFFICE SUPPLIES	95.93	
			348632463001	7/25/2019	OFFICE SUPPLIES	94.00	
			335767860001	7/2/2019	OFFICE SUPPLIES	435.60	
			348628245001	7/25/2019	OFFICE SUPPLIES	66.07	
			348181886001	7/25/2019	OFFICE SUPPLIES	122.76	
			337421518001	7/3/2019	OFFICE SUPPLIES	61.00	
			340205572001	7/17/2019	OFFICE SUPPLIES	99.21	
			340144707001	7/11/2019	OFFICE SUPPLIES	69.44	
			344535898001	7/23/2019	OFFICE SUPPLIES	740.87	
			334996975001	7/2/2019	OFFICE SUPPLIES	29.09	
			351970189001	7/30/2019	OFFICE SUPPLIES	62.10	
			339255975001	7/11/2019	OFFICE SUPPLIES	59.63	
			340147197001	7/11/2019	OFFICE SUPPLIES	124.47	
			343780985001	7/18/2019	OFFICE SUPPLIES	80.95	
			348476153001	7/25/2019	OFFICE SUPPLIES	118.88	
			340195856001	7/16/2019	OFFICE SUPPLIES	264.58	
			337846475001	7/8/2019	OFFICE SUPPLIES	593.69	
			335717960001		CREDIT FOR RETURNED ITEMS	-110.65	
			340661274001		CREDIT FOR RETURNED ITEMS	-56.38	
			338113679001	7/8/2019	OFFICE SUPPLIES	56.30	
			343044606001	7/18/2019	OFFICE SUPPLIES	62.34	
			346649024001	7/25/2019	OFFICE SUPPLIES	1,208.00	
			337828461001	7/8/2019	OFFICE SUPPLIES	205.96	
			343981395001	7/18/2019	OFFICE SUPPLIES	807.22	
			342731400001	7/16/2019	OFFICE SUPPLIES	56.81	
			337986588001	7/8/2019	OFFICE SUPPLIES	58.71	
			340274394001	7/11/2019	OFFICE SUPPLIES	181.11	
			349200935001	7/30/2019	OFFICE SUPPLIES	224.99	
			346817371001	8/15/2019	OFFICE SUPPLIES	161.89	
			339256496001	7/12/2019	OFFICE SUPPLIES	24.12	
			346655645001	7/25/2019	OFFICE SUPPLIES	13.22	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			352023358001	7/30/2019	OFFICE SUPPLIES	57.77	
			346655646001	7/25/2019	OFFICE SUPPLIES	6.60	
			340205573001	7/16/2019	OFFICE SUPPLIES	16.42	
			340962985001	7/16/2019	OFFICE SUPPLIES	665.16	
			348418868001	7/25/2019	OFFICE SUPPLIES	185.84	
			346757333001	7/23/2019	OFFICE SUPPLIES	363.59	
			349515439001	7/30/2019	OFFICE SUPPLIES	748.97	
			349515439002	7/31/2019	OFFICE SUPPLIES	60.45	
			335032868001	7/1/2019	OFFICE SUPPLIES	351.22	
			340195583001	7/16/2019	OFFICE SUPPLIES	188.23	
			348613888001	7/29/2019	OFFICE SUPPLIES	264.58	
			348614325001	7/25/2019	OFFICE SUPPLIES	46.28	9,360.52
84452	8/27/2019	0009654	INV-003293	6/18/2019	7/1/2019-6/30/2020 - OPENGOV S	9,500.00	9,500.00
			1-2580	8/8/2019	TRAINING-OFFICER INVOLVED S	82.00	82.00
84453	8/27/2019	00004637	PD: CAMACHO, JASON	8/8/2019	TRAINING-OFFICER INVOLVED S	82.00	82.00
			08/08/2019	8/8/2019	TRAINING-SWAT & K-9'S INTERA	1,150.00	1,150.00
84454	8/27/2019	0007643	PD: CANINE TACTICAL OPERATIC08/08/2019	8/8/2019	TRAINING-SWAT & K-9'S INTERA	1,150.00	1,150.00
			1-2580	8/8/2019	TRAINING-OFFICER INVOLVED S	160.88	160.88
84455	8/27/2019	00003620	PD: CORELLA, CARLOS	8/8/2019	TRAINING-OFFICER INVOLVED S	160.88	160.88
			1-2579	8/8/2019	TRAINING- NEOGOV PRODUCT	66.37	66.37
84456	8/27/2019	0008649	PD: LOPEZ, MARA	8/8/2019	TRAINING- NEOGOV PRODUCT	66.37	66.37
			07/23/19-08/07/19	8/8/2019	PETTY CASH RECEIPTS-7/23/19-	313.06	313.06
84457	8/27/2019	00004717	PETTY CASH- GENERAL FUND -	8/8/2019	PETTY CASH RECEIPTS-7/23/19-	313.06	313.06
			07/15-08/07/19	8/5/2019	PETTY CASH RECEIPTS - 07/16/1	106.55	106.55
84458	8/27/2019	00004713	PETTY CASH- PARKS & REC.DE	8/5/2019	PETTY CASH RECEIPTS - 07/16/1	106.55	106.55
			07/15-08/07/19	8/14/2019	SCIENCE CAMP- 07/15/19-08/07/1	930.30	930.30
84459	8/27/2019	0010952	PK: GANDARA, MARIBEL	8/14/2019	SCIENCE CAMP- 07/15/19-08/07/1	930.30	930.30
			SUMMER 19 FY 1	7/25/2019	CHEERLEADING- 7/3/2019- 8/14/2	705.74	705.74
84460	8/27/2019	0005732	PK: GONZALEZ, JESSICA	7/25/2019	CHEERLEADING- 7/3/2019- 8/14/2	705.74	705.74
			07/05/19-08/02/19	8/8/2019	YOGA CLASSES - 7/5/19-8/2/19	405.00	405.00
84461	8/27/2019	0011257	PK: GUILMETTE, ROBERT	8/8/2019	YOGA CLASSES - 7/5/19-8/2/19	405.00	405.00
			SUMMER 2019	8/13/2019	KARATE - 08/01/19-08/28/19	1,056.00	1,056.00
84462	8/27/2019	00003691	PK: LARIOS, JUAN	8/13/2019	KARATE - 08/01/19-08/28/19	1,056.00	1,056.00

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84463	8/27/2019	0010824	PK: RENTERIA, CAMILO	8/8/2019	DURON ADULT BASEBALL- 07/06	2,784.00	2,784.00
	Voucher:						
84464	8/27/2019	00003720	PK: RODRIGUEZ, BEATRIZ J	8/13/2019	OVER EASY CLASSES- 07/01/19-	143.22	143.22
	Voucher:						
84465	8/27/2019	0010624	PK: SANCHEZ, MARIBEL	07/03/19-08/03/19	ZUMBA - 7/3/19-8/3/19	630.00	630.00
	Voucher:						
84466	8/27/2019	0008743	PK: SPINDOLA, DANIELLE	07/09/19-08/06/19	YOGA CLASSES - 7/9/19-8/6/19	405.00	405.00
	Voucher:						
84467	8/27/2019	0009567	PK: TUJALIJ-UMI, NAOMI K.	07/03/19-08/02/19	ZUMBA - 7/3/19-8/2/19	700.00	700.00
	Voucher:						
84468	8/27/2019	0011466	PRINCIPAL LIFE INSURANCE CO.AUG 2019	7/28/2019	AUG 2019 ADJ FOR MISC & SWO	2,421.01	2,421.01
	Voucher:						
84469	8/27/2019	00004773	RET: ALMANZA, JOSEPHA	8/27/2019	RETIREE MEDICAL INS.- AUGUS	250.00	250.00
	Voucher:						
84470	8/27/2019	0005570	RET: ALONZO, ANTHONY	8/27/2019	RETIREE MEDICAL INS.- AUGUS	1,072.30	1,072.30
	Voucher:						
84471	8/27/2019	0009815	RET: AMEY, ISAAC D	8/27/2019	RETIREE MEDICAL INS. - AUGUS	150.00	150.00
	Voucher:						
84472	8/27/2019	0008275	RET: AROCHA, FRANCIS X.	8/27/2019	RETIREE MEDICAL INS.- AUGUS	1,100.86	1,100.86
	Voucher:						
84473	8/27/2019	0005813	RET: AVILA, VINCENT	8/27/2019	RETIREE MEDICAL INS.- AUGUS	1,100.86	1,100.86
	Voucher:						
84474	8/27/2019	00001840	RET: BLASKA, WILLIAM MIKE	8/27/2019	RETIREE MEDICAL INS.- AUGUS	250.00	250.00
	Voucher:						
84475	8/27/2019	00001265	RET: BRASSFIELD, CHARLES R	8/27/2019	RETIREE MEDICAL INS.- AUGUS	250.00	250.00
	Voucher:						
84476	8/27/2019	0006324	RET: BURBACH, MAUREEN	8/27/2019	RETIREE MEDICAL INS. - AUGUS	150.00	150.00
	Voucher:						
84477	8/27/2019	00004776	RET: CARTER, LLOYD B	8/27/2019	RETIREE MEDICAL INS.- AUGUS	250.00	250.00
	Voucher:						
84478	8/27/2019	00000495	RET: CHAVEZ, ANTHONY A	8/27/2019	RETIREE MEDICAL INS.- AUGUS	150.00	150.00
	Voucher:						
84479	8/27/2019	00000817	RET: CHRIST, DOUGLAS F	8/27/2019	RETIREE MEDICAL INS.- AUGUS	241.60	241.60
	Voucher:						

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84480	8/27/2019	00002460	RET: COMSTOCK, JOSEPH E	AUGUST 2019	8/27/2019	RETREE MEDICAL INS. - AUGUS	200.00	200.00
	Voucher:							
84481	8/27/2019	0006505	RET: CORBET, RONALD	AUGUST 2019	8/27/2019	RETREE MEDICAL INS. - AUGUS	1,100.86	1,100.86
	Voucher:							
84482	8/27/2019	00003408	RET: DAMRON, ROGER V	AUGUST 2019	8/27/2019	RETREE MEDICAL INS. - AUGUS	250.00	250.00
	Voucher:							
84483	8/27/2019	00004777	RET: DAY, ROBERT A	AUGUST 2019	8/27/2019	RETREE MEDICAL INS. - AUGUS	250.00	250.00
	Voucher:							
84484	8/27/2019	0008746	RET: DELEON, RUBEN	AUGUST 2019	8/27/2019	RETREE MEDICAL INS. - AUGUS	150.00	150.00
	Voucher:							
84485	8/27/2019	00001776	RET: EADE, JOANN	AUGUST 2019	8/27/2019	RETREE MEDICAL INS. - AUGUS	187.74	187.74
	Voucher:							
84486	8/27/2019	00003973	RET: EADS, KENNETH P.	AUGUST 2019	8/27/2019	RETREE MEDICAL INS. - AUGUS	1,100.86	1,100.86
	Voucher:							
84487	8/27/2019	00003853	RET: FANNIN, ZONA	AUGUST 2019	8/27/2019	RETREE MEDICAL INS. - AUGUS	150.00	150.00
	Voucher:							
84488	8/27/2019	0008820	RET: FERNANDEZ, CARLOS	AUGUST 2019	8/27/2019	RETREE MEDICAL INS. - AUGUS	1,100.86	1,100.86
	Voucher:							
84489	8/27/2019	00004403	RET: FIELD, GARY	AUGUST 2019	8/27/2019	RETREE MEDICAL INS. - AUGUS	150.00	150.00
	Voucher:							
84490	8/27/2019	0006507	RET: FIGUEROA, GLORIA A.	AUGUST 2019	8/27/2019	RETREE MEDICAL INS. - AUGUS	150.00	150.00
	Voucher:							
84491	8/27/2019	00000605	RET: FORRESTER, BOB L	AUGUST 2019	8/27/2019	RETREE MEDICAL INS. - AUGUS	250.00	250.00
	Voucher:							
84492	8/27/2019	0005355	RET: GALBREATH, RUSSELL	AUGUST 2019	8/27/2019	RETREE MEDICAL INS. - AUGUS	1,100.86	1,100.86
	Voucher:							
84493	8/27/2019	0011326	RET: GALVAN, RAY A.	AUGUST 2019	8/27/2019	RETREE MEDICAL INS. - AUGUS	150.00	150.00
	Voucher:							
84494	8/27/2019	0011186	RET: GAMBOA, OSCAR	AUGUST 2019	8/27/2019	RETREE MEDICAL INS. - AUGUS	150.00	150.00
	Voucher:							
84495	8/27/2019	00000496	RET: GEORGE, RONALD P	AUGUST 2019	8/27/2019	RETREE MEDICAL INS. - AUGUS	250.00	250.00
	Voucher:							
84496	8/27/2019	0006508	RET: GOMEZ, JOSEPH C.	AUGUST 2019	8/27/2019	RETREE MEDICAL INS. - AUGUS	150.00	150.00
	Voucher:							

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
84497	8/27/2019	00003940 RET: GONZALEZ, HIRAM Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	150.00	150.00
84498	8/27/2019	0006328 RET: GUTIERREZ, MANUEL Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	1,100.86	1,100.86
84499	8/27/2019	0006509 RET: HAMMOND, DONNA Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	150.00	150.00
84500	8/27/2019	0006510 RET: HERNANDEZ, MARIA Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	150.00	150.00
84501	8/27/2019	0008059 RET: HILL, GARY Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	150.00	150.00
84502	8/27/2019	0006329 RET: HOMSHER, HUGH Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	1,100.86	1,100.86
84503	8/27/2019	00004784 RET: HUNTRODS, RICHARD F Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	209.80	209.80
84504	8/27/2019	0009521 RET: HUPP, KEITH Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	1,100.86	1,100.86
84505	8/27/2019	0008058 RET: INMAN, RONALD Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	1,100.86	1,100.86
84506	8/27/2019	00004785 RET: IRISH, TERRY F Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	250.00	250.00
84507	8/27/2019	0011110 RET: JOHNSON, GERALD Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	150.00	150.00
84508	8/27/2019	00004787 RET: KENNEDY, GARY E Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	250.00	250.00
84509	8/27/2019	0005356 RET: KEY, ANDREW Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	1,100.86	1,100.86
84510	8/27/2019	0011111 RET: KOOMEN, SHERIL Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	150.00	150.00
84511	8/27/2019	0010881 RET: KOOPMANS, WILLIAM O. Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	150.00	150.00
84512	8/27/2019	00004788 RET: LANE JR, EDWARD W Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	250.00	250.00
84513	8/27/2019	0009946 RET: LEFEVER, STEVEN A. Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	200.00	200.00

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Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
84514	8/27/2019	0010410 RET: LEO, FRANK Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	150.00	150.00
84515	8/27/2019	00004789 RET: LILLEY, RAYMOND E Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	250.00	250.00
84516	8/27/2019	0005633 RET: LOPEZ, ALFONSO Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	590.37	590.37
84517	8/27/2019	0006511 RET: LOPEZ, RAMON A. Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	150.00	150.00
84518	8/27/2019	0009453 RET: LOPEZ, VERONICA Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	150.00	150.00
84519	8/27/2019	0007656 RET: MATSUKIYO, DAVID Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	1,100.86	2,201.72
84520	8/27/2019	00003833 RET: MOOMEY, STEVEN Voucher:	JANUARY 2019-R AUGUST 2019	1/7/2019 8/27/2019	RI CK#81164-RETREE MEDICAL RETIREE MEDICAL INS.- AUGUS'	1,100.86 518.00	518.00
84521	8/27/2019	00003328 RET: MOSBY, DOROTHEA S Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	187.74	187.74
84522	8/27/2019	0011895 RET: MUNOZ, ALFREDO Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	1,100.86	1,100.86
84523	8/27/2019	00003239 RET: NASSAR, SAM R Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	200.00	200.00
84524	8/27/2019	0011522 RET: PELLERIN, ROBERT Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	1,100.86	1,100.86
84525	8/27/2019	00005237 RET: PEREZ, SUSAN Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	150.00	150.00
84526	8/27/2019	0010733 RET: PIXLER, DAVID Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	1,100.86	1,100.86
84527	8/27/2019	00004794 RET: POWELL, ROBERT K. Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	250.00	250.00
84528	8/27/2019	0006326 RET: RAMIREZ, VIRGINIA Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	150.00	150.00
84529	8/27/2019	00003798 RET: RANGEL, ARMANDO Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	150.00	150.00
84530	8/27/2019	0006327 RET: RASCO, ANGELA Voucher:	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS'	150.00	150.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
84531	8/27/2019	00003630	RET: REGALADO, MARY	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS	150.00
			Voucher:				150.00
84532	8/27/2019	0011967	RET: RIVERA, FRANK J.	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	482.64
			Voucher:				482.64
84533	8/27/2019	0011978	RET: RIVERA, HANNAH TELLEZ-CAUGUST	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	482.64
			Voucher:				482.64
84534	8/27/2019	0011112	RET: SALDIVAR, MARIO M.	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	1,100.86
			Voucher:				1,100.86
84535	8/27/2019	00001867	RET: SCHMID, BEATRICE J	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS	150.00
			Voucher:				150.00
84536	8/27/2019	0009865	RET: SCHRADER, GEORGE R.	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	1,100.86
			Voucher:				1,100.86
84537	8/27/2019	0011521	RET: SCOTT, DAVID	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	1,100.86
			Voucher:				1,100.86
84538	8/27/2019	00000458	RET: SEWELL, ELAINE	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS	150.00
			Voucher:				150.00
84539	8/27/2019	00000459	RET: SEWELL, KENNETH R	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS	150.00
			Voucher:				150.00
84540	8/27/2019	0006513	RET: SHETTER, RANDOLPH M.	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS	150.00
			Voucher:				150.00
84541	8/27/2019	00000869	RET: SMITH, CHARLES R	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	250.00
			Voucher:				250.00
84542	8/27/2019	00004796	RET: SPEELMAN, PATRICIA L	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	250.00
			Voucher:				250.00
84543	8/27/2019	00002147	RET: SPROWLS, KENNETH C	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	250.00
			Voucher:				250.00
84544	8/27/2019	0008313	RET: SULLIVAN, DARREN	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	1,100.86
			Voucher:				1,100.86
84545	8/27/2019	0006512	RET: TATTI, WILLIAM P.	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS.- AUGUS	150.00
			Voucher:				150.00
84546	8/27/2019	0005357	RET: TODD, ROBERT M.	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	1,100.86
			Voucher:				1,100.86
84547	8/27/2019	00003573	RET: VANLIEROP, MARTIN G	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	518.00
			Voucher:				518.00



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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
84548	8/27/2019	00003959	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	306.00	306.00
		Voucher:					
84549	8/27/2019	0007655	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	509.70	509.70
		Voucher:					
84550	8/27/2019	00004379	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	150.00	150.00
		Voucher:					
84551	8/27/2019	00000498	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	250.00	250.00
		Voucher:					
84552	8/27/2019	0008821	AUGUST 2019	8/27/2019	RETIREE MEDICAL INS. - AUGUS	1,100.86	1,100.86
		Voucher:					
84553	8/27/2019	00004823	GT-142-19	7/31/2019	WRIB TESTING SERVICES- FY 20	1,900.00	1,900.00
		Voucher:					
84554	8/27/2019	00005096	3500867	7/16/2019	FLAT FEE FOR LAST FISCAL YEA	136.40	
		Voucher:					
84555	8/27/2019	0005979	3498053	7/16/2019	I C E (>500 HP) EM ELEC GEN DI	421.02	557.42
		Voucher:					
84556	8/27/2019	0008153	719-6DP-1559	8/15/2019	EXTENSION FOR ENCROACHME	164.00	164.00
		Voucher:					
84557	8/27/2019	0009355	0008335080119	8/1/2019	ACCT# 844830 017 0008335- 08/0	161.26	161.26
		Voucher:					
84558	8/27/2019	0008005	9365547657	7/24/2019	GPS LOCATE 06/20/19-07/18/19	1,479.00	1,479.00
		Voucher:					
84559	8/27/2019	00004693	U.S. BANK-PARS ACCT#67460225OCT 2019	10/1/2019	PARS SUPPLMNTL RETIREMNT I	5,653.89	5,653.89
		Voucher:					
84560	8/27/2019	00002650	C 7961537T	7/31/2019	BILLING PRD-AUG 2019	33.33	33.33
		Voucher:					
84561	8/27/2019	00000379	VALLES AUTO PAINTING & BODY CSG1066	7/8/2019	VALLES AUTO PAINT-REPAIRS Fi	5,120.81	5,120.81
		Voucher:					
84562	8/27/2019	00001848	66829453	8/10/2019	BILLING -07/10/2019 - 08/10/2019	81.51	81.51
		Voucher:					
84563	8/27/2019	0012185	9834584723	7/21/2019	BILLING PRD- 06/22/19-07/21/201	4,822.94	5,089.01
		Voucher:					
84564	8/27/2019	00002593	9834782105	7/23/2019	BILLING PRD- 06/24/19-07/23/19-	266.07	116.55
		Voucher:					
		Voucher:	VITTO,S-6/13/17-F	5/30/2018	RI CK#77750- REIMB SHAWN VIT	116.55	
		Voucher:	78451682	7/31/2019	INVENTORY PO. JANITORIAL SU	5,473.86	5,473.86

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
84565	8/27/2019	00000032	10018	8/5/2019	CSG LATE NOTICES CYCLES 3 & 4	279.50	
			10013	8/5/2019	CSG LATE NOTICES CYCLES 1 & 2	334.85	
			10036	8/5/2019	CSG LATE NOTICES CYCLES 3 & 4	293.50	
			10035	8/5/2019	CSG LATE NOTICES CYCLES 3 & 4 JOB# 1	1,701.38	
			10029	8/5/2019	CSG LATE NOTICES CYCLES 5 & 6 JOB# 1	1,800.34	
			10021	8/5/2019	CSG LATE NOTICES CYCLES 5 & 6	321.00	
			10039	8/5/2019	CSG LATE NOTICES CYCLES 7 & 8 JOB# 1	1,578.76	
			10012	8/5/2019	CSG LATE NOTICES CYCLES 3 & 4 JOB# 1	1,701.42	
			10011	8/5/2019	CSG LATE NOTICES CYCLES 5 & 6 JOB# 1	1,801.82	
			10006	8/5/2019	CSG LATE NOTICES CYCLES 10 JOB# 7-11	166.00	
			10005	8/5/2019	CSG LATE NOTICES CYCLES 7 & 8 JOB# 1	1,579.74	
			10046	8/5/2019	CSG LATE NOTICES CYCLES 7 & 8 JOB# 1	1,578.26	
			10044	8/5/2019	CSG LATE NOTICES CYCLES 5 & 6 JOB# 1	1,800.83	
			10045	8/5/2019	CSG LATE NOTICES CYCLES 5 & 6 JOB# 1	329.84	
			10040	8/5/2019	CSG LATE NOTICES CYCLES 10 JOB# 7-11	164.00	
			10038	8/5/2019	CSG LATE NOTICES CYCLES 5 & 6 JOB# 1	314.38	
84566	8/27/2019	0007005	010-41776	8/5/2019	CSG LATE NOTICES CYCLES 1 & 2	348.00	16,093.62
				8/5/2019	PROFESSIONAL SERVICES FOR	4,000.00	4,000.00
01373213	7/29/2019	00000343	1001373213	7/29/2019	UNFUNDED LIABILITY- SAFETY	3,278,487.00	3,278,487.00
01373214	7/29/2019	00000343	1001373214	7/29/2019	UNFUNDED LIABILITY- MISC. CL	2,567,334.00	2,567,334.00
01374200	7/30/2019	00000343	100000015704940	7/30/2019	1959 SURVIVOR EMPLOYER COI	9,541.00	9,541.00
01374201	7/30/2019	00000343	10000001570543	7/30/2019	1959 SURVIVOR EMPLOYER COI	3,402.80	3,402.80
58690496	8/15/2019	00001186	DLO984077152	7/30/2019	UI INSURANCE BENEFIT CHARG	8,760.00	8,760.00

162 checks in this report

GRAND TOTAL - BANK OF THE WEST: 8,306,184.18

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City of South Gate

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**WARRANT REGISTER FOR COUNCIL MEETING 8/27/2019**

**PART II**

Final Check List  
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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
84375	8/27/2019	00001467	ADMINISTRATIVE SERV. CO-OP 5277	6/30/2019	JUN 2019 - SERVICES FOR DIAL-	65,958.40	65,958.40
		Voucher:					
84376	8/27/2019	0009256	AECOM TECHNICAL SERVICES, I 2000247373	8/7/2019	6/22/19-7/30/19- GATEWAY DISTR	3,366.00	3,366.00
		Voucher:					
84377	8/27/2019	0011059	ALESHIRE & WYNDER, LLP, SUIT152186	7/10/2019	THRU 6/30/19 - PERSONNEL-LAE	405.00	405.00
		Voucher:					
84378	8/27/2019	00003098	AMERINAT 19-00487	7/1/2019	JUN 2019 - LOANS BOARDED AS	112.00	112.00
		Voucher:					
84379	8/27/2019	0009798	ANIMAL FRIENDS PET HOTEL 380905	6/19/2019	6/19/2019 - BOARDING SERVICE:	187.00	187.00
		Voucher:					
84380	8/27/2019	00005075	AT&T 13048214	5/13/2019	BAN: 9391034763- BP-04/13/2019	2,319.27	4,617.91
		Voucher:					
84381	8/27/2019	00003692	AT&T MOBILITY 13187715	6/13/2019	BAN: 9391034763- BP-05/13/2019	2,298.64	2,193.93
		Voucher:					
84382	8/27/2019	0011336	AVANT-GARDE INC. 87596343x071620	7/8/2019	BILLING PRD- 06/09/19-07/08/19 (	4,415.00	4,415.00
		Voucher:					
84383	8/27/2019	0011669	BDO USA LLP 5478	5/1/2019	APR 20109 - 2ND YEAR OF CONT	993.00	993.00
		Voucher:					
84384	8/27/2019	0005554	CALIFORNIA BLDNG STANDARDS-APR-JUN 2019 001174006	7/30/2019	JUN 2019 - SECTION 8 FINANCIA	360.00	360.00
		Voucher:					
84385	8/27/2019	00000847	CARL WARREN & CO 1879352	5/31/2019	CLAIM #19-29-40 - CANTEROS, L	750.00	1,600.00
		Voucher:					
84386	8/27/2019	00004433	CARPENTER, ROTHANS & DUMO33245	5/31/2019	CLAIM #19-26-30 - CASTILLO, JA	375.00	4,108.60
		Voucher:					
84387	8/27/2019	00001045	COMPETITIVE AQUATIC SUPPLY 192177	5/31/2019	CLAIM #19-27-40 - AUTO CLUB, A	375.00	1,554.78
		Voucher:					
84388	8/27/2019	00000314	DAPEER ROSENBLIT & LITVAK L116092	5/31/2019	CLAIM #19-25-30 - CHAVEZ, SERI	50.00	1,600.00
		Voucher:					
84389	8/27/2019	00002706	DATA TECHNOLOGIES, INC. 3015007-IN	5/31/2019	CLAIM #19-19-40 - ROMERO, I	50.00	1,600.00
		Voucher:					
				7/22/2019	RE: CANIZALES, DANIEL V COSG	3,683.10	4,108.60
				7/22/2019	RE: J.H. A MINOR V COSG, PRJ#	425.50	4,108.60
				7/23/2019	AQUATIC STAFF UNIFORMS	1,554.78	1,554.78
				6/30/2019	JUN 2019 - (ANIMAL CONTROL/P/)	808.92	878.92
				6/30/2019	THRU 6/30/19- (BUSINESS LICEN	70.00	878.92
				5/15/2019	SYSTEMS ENGINEERING LABOF	160.00	160.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
84390	8/27/2019	00000696		8/15/2019	APR - JUN 2019 - STRONG MOTI	304.35	304.35
		Voucher:					
84391	8/27/2019	00001782	82817	6/28/2019	USED RIM AND TIRE FOR UNIT 4	233.67	233.67
		Voucher:					
84392	8/27/2019	00004013	1200091	8/6/2019	SAFETY GLASSES FOR OSCAR	295.85	295.85
		Voucher:					
84393	8/27/2019	0010680	EA-72391	2/6/2019	DESIGNS TO RELOCATE SEABO	7,000.00	7,000.00
		Voucher:					
84394	8/27/2019	00002026	6-547-84654	5/10/2019	FEDEX PRIORITY OVERNIGHT	14.56	14.56
		Voucher:					
84395	8/27/2019	0010016	111819-12	7/11/2019	JUN 2019 - FIXED ROUTE (GATE)	57,524.85	57,524.85
		Voucher:					
84396	8/27/2019	0009528	017	7/2/2019	5/16/19-6/15/19 - PROF SVCS FOI	1,360,642.70	2,105,637.72
		Voucher:					
			018A	7/23/2019	6/16/19-6/30/19 - PROF SVCS FOI	744,995.02	
			104072	6/30/2019	TAP BUS PASSES - JUN 2019	4,421.00	4,421.00
84398	8/27/2019	0009459	INV07184	4/8/2019	ASSISTANCE TO CONDUCT THE	4,050.00	6,985.00
		Voucher:					
			INV07128	4/1/2019	ASSISTANCE TO CONDUCT THE	2,935.00	
			INC24480	6/28/2019	HETEROTROPHIC PLATE COUN	980.00	1,916.25
			24481	6/28/2019	HETEROTROPHIC PLATE COUN	936.25	186.15
			6/24/19-RI	6/24/2019	RI CK #83492 AZALEAS FOR THE	186.15	
84401	8/27/2019	0010824	SUMMER 2019 FY	8/8/2019	DURON ADULT BASEBALL- 6/1/19	696.00	696.00
		Voucher:					
84402	8/27/2019	0011545	1431080-20190631	6/30/2019	JUN 2019 - MONTHLY SUBSCRIP	732.45	732.45
		Voucher:					
84403	8/27/2019	0007637	1004979	6/30/2019	6/4/19-6/27/19 - PROJ. 8640 CALIF	267.50	267.50
		Voucher:					
84404	8/27/2019	0010126	243	8/6/2019	2ND QUARTER 2019 ADVISORY I	7,844.66	7,844.66
		Voucher:					
84405	8/27/2019	0005979	20000829	7/31/2019	JUN 2019 RECONSTRUCTION O	6,950.15	10,105.30
		Voucher:					
			19006097	2/28/2019	JAN 2019 RECONSTRUCTION O	3,155.15	2,765.50
			2487-603	7/18/2019	THRU 6/30/19 - PHG REPORT - C	2,765.50	
84406	8/27/2019	0008771	STETSON ENGINEERS INC.				
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
84407	8/27/2019	00002639	STRADLING YOCCA CARLSON & 356218-0028	7/26/2019	THRU 6/30/19 RE: DEVELOPMEN	14,101.92	
		Voucher:	356217-0026	7/26/2019	THRU 6/30/19 RE: 9001 LONG BE	1,365.00	15,466.92
84408	8/27/2019	00004906	OP#44024 - 2020 SWRCB FEES	9/1/2019	KENNETH TANG: RENEWAL - CE	60.00	60.00
		Voucher:					
84409	8/27/2019	0012102	TEXAS PRIDE TRAILERS	6/21/2019	TRAILER FOR ST DIV	7,232.49	7,232.49
		Voucher:					
84410	8/27/2019	0011316	TRANSTECH ENGINEERS, INC.	5/31/2019	THRU 5/31/19 - CONSTRUCTION	2,814.50	2,814.50
		Voucher:					
84411	8/27/2019	00001848	VERIZON WIRELESS	3/21/2019	BILLING PRD- 2/24/19-3/21/19- PI	3,276.50	3,276.50
		Voucher:					
84412	8/27/2019	00000058	XEROX CORP	7/30/2019	COPIER LEASE AGRMNT-JUNE :	2,366.07	
		Voucher:	97506072	7/30/2019	COPIER LEASE AGRMNT-JUNE :	399.17	
			97506073	7/30/2019	COPIER LEASE AGRMNT-JUNE :	376.59	
			97386900	7/30/2019	COPIER LEASE AGRMNT-JUNE :	283.01	
			97542322	7/30/2019	COPIER LEASE AGRMNT-JUNE :	263.69	
			97542326	7/30/2019	COPIER LEASE AGRMNT-JUNE :	263.69	
			97542323	7/30/2019	COPIER LEASE AGRMNT-JUNE :	263.54	
			97542324	7/30/2019	COPIER LEASE AGRMNT-JUNE :	220.32	
			97542325	7/30/2019	COPIER LEASE AGRMNT-JUNE :	211.61	4,647.69
			97506070	7/30/2019	COPIER LEASE AGRMNT-JUNE :		

38 checks in this report.

GRAND TOTAL - BANK OF THE WEST: 2,331,339.45

WARRANT REGISTER FOR COUNCIL MEETING 8/27/2019

PART IIIa

Final Check List  
City of South Gate

Page: 1

apChkLst  
08/08/2019 10:23:18AM

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
84355	8/8/2019	00000437 AFLAC	Ben255312	8/8/2019	AMERICAN FAMILY LIFE INS.: PA	635.82	635.82
		Voucher:					
84356	8/8/2019	00002417 AMERICAN FIDELITY ASSURANC	Ben255298	8/8/2019	AMERICAN FIDELITY (ABT): PAYF	421.42	421.42
		Voucher:					
84357	8/8/2019	0011469 CALIFORNIA DENTAL NETWORK,	Ben255302	8/8/2019	CALIFORNIA DENTAL NETWORK	3,226.88	3,226.88
		Voucher:					
84358	8/8/2019	0012107 CALIFORNIA STATE DISBURSEM	Ben255320	8/8/2019	CA STATE DISB. UNIT: PAYMENT	354.00	354.00
		Voucher:					
84359	8/8/2019	0011535 CDTFA	Ben255314	8/8/2019	CA DEPT OF TAX & FEE ADMIN: F	386.68	386.68
		Voucher:					
84360	8/8/2019	00000438 COLONIAL INSURANCE CO.	Ben255300	8/8/2019	COLONIAL INSURANCE CO: PAYI	3,391.48	3,391.48
		Voucher:					
84361	8/8/2019	00002138 FRANCHISE TAX BOARD	Ben255310	8/8/2019	GARNISHMENT - FRANCHISE TA	75.00	75.00
		Voucher:					
84362	8/8/2019	0009920 OCSE CLEARINGHOUSE SDU	Ben255322	8/8/2019	GARNISHMENT - AR CHILD SUPP	324.00	324.00
		Voucher:					
84363	8/8/2019	00002421 POLICE MANAGEMENT ASSOCIA	Ben255308	8/8/2019	POLICE MANAGEMENT ASSOC. I	1,600.00	1,600.00
		Voucher:					
84364	8/8/2019	00000335 POLICE OFFICERS ASSOCIATION	Ben255306	8/8/2019	POLICE ASSOCIATION DUES: PA	5,600.00	5,600.00
		Voucher:					
84365	8/8/2019	0011466 PRINCIPAL LIFE INSURANCE CO.	Ben255292	8/8/2019	PRINCIPAL DENTAL PPO (MISC):	30,583.02	30,583.02
		Voucher:					
84366	8/8/2019	0011467 RELIANCE STANDARD	Ben255294	8/8/2019	LONG TERM DISABILITY: PAYME	3,928.27	3,928.27
		Voucher:					
84367	8/8/2019	0008951 SENCION, CARMEN	Ben255318	8/8/2019	SPOUSAL SUPPORT-E. SENCION	553.85	553.85
		Voucher:					
84368	8/8/2019	0011468 SUPERIOR VISION SERVICES, IN	Ben255296	8/8/2019	SUPERIOR VISION MISC.: PAYME	4,043.60	4,043.60
		Voucher:					
84369	8/8/2019	0008005 U.S. BANK-PARS ACCT#67460225	Ben255316	8/8/2019	PARS 11.87%: PAYMENT	775.92	775.92
		Voucher:					
84370	8/8/2019	00000334 UNITED WAY OF GREATER LOS	Ben255304	8/8/2019	UNITED WAY: PAYMENT	34.33	34.33
		Voucher:					

16 checks in this report.

GRAND TOTAL - BANK OF THE WEST: 55,934.27

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**WARRANT REGISTER FOR COUNCIL MEETING 8/27/2019**

**PART IIIb**

apChkLst  
08/15/2019 2:24:54PM

Final Check List  
City of South Gate

Page: 1

**Bank : botw BANK OF THE WEST**

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
1001	7/8/2019	00004708	PERS HEALTH PLAN	Ben254069	7/11/2019	MEDICAL HMO ANTHEM SELECT	374,564.55
			Voucher:				
1732	8/8/2019	00000343	PUBLIC EMPLOYEES RETIREMENT	Ben255324	8/8/2019	PERS RETIREMENT: PAYMENT	230,972.03
			Voucher:				
1733	8/8/2019	00001186	EMPLOYMENT DEVELOPMENT	DBen255326	8/8/2019	SDI: PAYMENT	50,352.56
			Voucher:				
1734	8/8/2019	00002370	INTERNAL REVENUE SERVICE	Ben255328	8/8/2019	MEDICARE: PAYMENT	156,837.79
			Voucher:				
1735	8/8/2019	00000004	NATIONWIDE RETIREMENT SOLL	Ben255330	8/8/2019	DEF COMP NATIONWIDE: PAYME	60,038.18
			Voucher:				
1736	8/8/2019	00004836	SEIU LOCAL 721 CTW CLC-23900	Ben255332	8/8/2019	SEIU DUES: PAYMENT	3,092.58
			Voucher:				
1738	8/8/2019	00004996	SEIU-COPE LOCAL 721, LA/OC	CIBen255336	8/8/2019	SEIU- COPE LOCAL 721 DEDUCT	49.00
			Voucher:				
1739	8/8/2019	00004988	CHILD SUPPORT ON-LINE, STATE	Ben255338	8/8/2019	CHILD SUPPORT-ONLINE: PAYMI	2,214.00
			Voucher:				

**8 checks in this report.**

**GRAND TOTAL - BANK OF THE WEST: 878,120.69**



**WARRANT REGISTER SUMMARY  
CITY COUNCIL MEETING 8/27/2019**

<b>TOTAL PART I - ACCOUNTS PAYABLE (FY 2019/20)</b>	<b>8,306,184.18</b>
<b>TOTAL PART II - ACCOUNTS PAYABLE (FY 2018/19)</b>	<b>2,331,339.45</b>
<b>TOTAL PART IIIa - PAYROLL-RELATED CHECKS (PAYDAY 8/8/2019)</b>	<b>55,934.27</b>
<b>TOTAL PART IIIb - PAYROLL WIRE TRANSFERS (PAYDAY 8/8/2019)</b>	<b>878,120.69</b>
	<hr/>
<b>SUB - TOTAL</b>	<b>11,571,578.59</b>
<b>LESS: VOIDS</b>	<b>(1,217.41)</b>
<b>LESS: EMPLOYEE PAYROLL DEDUCTIONS</b>	<b>(355,463.42)</b>
	<hr/>
<b>GRAND TOTAL</b>	<b>11,214,897.76</b>

**SOUTH GATE CITY COUNCIL  
WARRANT APPROVAL AND CANCELLATION**

Warrant Number 84355 to Warrant Number 84566 inclusive, totaling \$11,214,897.76. As listed on the accompanying Accounts Payable Warrant Register of August 27, 2019 and approved as presented, with the exception of the following voided warrants:

77750	VITTO, SHAWN	6/12/2018	116.55	CHECK WAS STALE DATED. WILL BE REISSUED
81164	RET: MATSUKIYO, DAVID	1/22/2019	1,100.86	CHECK WAS STALE DATED. WILL BE REISSUED
	<b>GRAND TOTAL OF VOIDED CHECKS</b>		<b>\$1,217.41</b>	

\_\_\_\_\_  
CITY AUDITOR

\_\_\_\_\_  
CITY MANAGER

  
\_\_\_\_\_  
DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on August 27, 2019 at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above demands, as approved.